Attendance Sheets

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

Date: 12/6/12

Regular Meeting

of the

Dutchess County Legislature

Thursday, December 6, 2012

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

Roll Call by the Clerk of the Legislature

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

ABSENT: 1 Horton

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag, invocation by Pastor Peter Nargi of Hyde Park Baptist Church in Hyde Park, followed by a moment of silent meditation.

Commendations and Proclamations

Commendation: Joel Miller

Commendation: Hyde Park Eagles Pee Wee Football Team

Commendation: Hudson Valley Knights Junior Pee Wee Football Team

Presentations

Certificates presented to Pawling High School Boys Cross Country Champions and Girls Northern County and League Champions

County Executive to speak regarding budget

Public Hearings

Public Hearing with Respect to Acquisition of an Agricultural Conservation Easement on the Greig Farm in the Town of Red Hook, Dutchess County, New York

Public Hearing for Acquisition of a Conservation Easement on Sunset Ridge Farm in the Town of North East, Dutchess County, New York

Public Hearing for Acquisition of a Conservation Easement on Bos Haven Farm in the Town of Union Vale, Dutchess County, New York

Chairman Rolison entertained a motion to approve the November 13 minutes.

The November 13, 2012, minutes were adopted.

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

Jim Boskus, Fleet Administrator of the Auto Center, spoke regarding his county employment for 22 years and his impending layoff. He stated he was 2.5 years away from retirement and away from carrying medical insurance during retirement. He asked the county to find the money and restore the seven positions that were deleted from the budget.

Alec Pandeleon, Veterans Affairs Committee Chairman, 7 North Shanks Road, Clinton Corners, spoke on reducing the Veterans Affairs Department budget, comments attached hereto.

Bernard Desley, 6 High Street, Poughkeepsie, spoke in support of youth programs and in opposition to building a new jail.

Mickey Strawinski, Red Hook, spoke regarding the budget and urged the Legislature to be knowledgeable of New York State laws. She spoke in opposition to the mortgage tax and the sales tax.

Constantine Kozolias, 47 Noxon Street, Poughkeepsie, spoke regarding the budget and added that outsourcing would cost the county more money. He also spoke in opposition to PILOT programs. He spoke on the 2 percent cap and added that the teachers union contract was open ended and that was the highest tax. He urged the Legislature to support the municipalities with sales tax.

Sandy Goldberg, Wappingers Falls, spoke regarding the positive budget process. She referred to the budget survey done earlier in the year and that the public favored a tax increase of 7 percent in order to keep services, but the County Executive was proposing closing Social Services to the public one day a week. She also expressed her concerns with the capping of the sales tax that the towns, cities, and villages would receive. She also spoke in opposition to privatizing work and reducing the workforce.

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

COMMUNICATIONS RECEIVED FOR THE DECEMBER 2012 BOARD MEETING

Received from Industrial Development Agency, proposed budget for the Industrial Development Agency for the fiscal year 2013.

Received from Local Development Corporation, proposed budget for Local Development Corporation for fiscal year 2013.

Received from County Clerk, Summary of Mortgage Tax Received October 2012 – March 2013.

Received from Real Property Tax, Ownership Transfers and Subdivisions Monthly Court for November 2012.

Received from Pine Plains Town Board, resolution opposing any proposed changes to county sales tax distribution and revenue sharing with all cities, towns, and villages of Dutchess County.

Received the following from Poughkeepsie Deputy Town Clerk:

> Resolution 11:14-#12, regarding delinquent water and sewer rents and charges,
>
> Notice of Public Hearing regarding Resolution 11:14-#15, regarding energy facilities and systems moratorium which will enact a temporary moratorium on any installation of wind power or solar power facilities,
>
> Notice of Public Hearing regarding Resolution 11:14-#16, regarding waterfront housing overlay district.

Received from Clinton Town Clerk, 2013 Budget.

Received from Pine Plains Town Clerk, resolution opposing any proposed changes to county sales tax distribution and revenue sharing with all cities, towns, and villages of Dutchess County.

Received from Pawling Town Clerk, 2013 Budget.

Received the following from Beekman Town Clerk:

> 2013 Budget,
>
> Resolution opposing any proposed changes to county sales tax distribution and revenue sharing with all cities, towns, and villages of Dutchess County,

Notice of Public Hearing regarding Local Law 4 of 2012, Amending Town of Beekman Code Chapter 128 Stormwater Management; Erosion and Sediment Control Law.

Received the following from Dutchess County Comptroller:

Audit Report for Mental Health America of Dutchess County,

Audit Report for Dutchess County Community Action Agency, Inc.

Received from North Side Homeowners Association, thank you letter commending Emergency Response for the immediate and effective assistance with their water supply on October 31, 2012.

2000 vs 2010 U.S. Census Bureau Data
for
Dutchess County Veterans Population

Category	2000	2010
Total Veterans	26,463	21,093(-20.1%)
Percent of Population over Age 18	12.6%	9.4%
World War II	5,643	3,037(-46.2%)
World War II % of Veterans	21.3%	14.4%
Korean Conflict	4,323	3,016(-30.2%)
Korean Conflict % of Veterans	16.3%	14.3%
VietNam Era	8,326	7,087(-14.9%)
VietNam Era % of Veterans	31.5%	33.6%
Persian Gulf 1990-Present	1,838	3,058**(+166.3%)**
Persian Gulf 1990 % of Veterans	6.9%	14.5%
Veterans by Age & Sex		
Male, Age 18-64	15,620	DATA REQUESTED
Male, Age 65 & over	9,682	
Male, In-Service	78	
Female, Age 18-64	733	
Female, Age 65 & over	428	
Female, In-Service	14	

	2000 Census Data		2010 Census Data
States with largest veterans count as a % of total Population:	Alaska	16.4%	15.0%
	Montana	16.1%	13.7%
	Maine	15.8%	13.5%
	Wyoming	15.8%	13.3%
	West Virginia		13.0%
States with lowest veterans count as a % of total Population:	New York	9.5%	7.1%
	California	10.4%	7.8%
	New Jersey	10.6%	7.7%
	Utah	10.6%	8.3%
	Illinois		8.5%
Total Veteran Population	26,403,703		22,894,578(-13.3%)
Percent of Population over Age 18	12.6%		10.1%

Dated: 12/6/2012

2013 Veterans Service Agency
Budget Recommendations

1. Veterans population of Dutchess County has decreased from 26, 463 to 21,093 according to the U.S. Bureau of Census. This represents a drop of 20.1%.

2. Veterans Organizations in Dutchess County have see a drop in membership of 18.9%.

3. Approximately 78% of Dutchess County Veterans are under the age 64.

3. The New York State Division Veterans Affairs has an office in Dutchess County staffed by four full-time Accredited Veterans Counselors and one secretary. Bi-lingual services on-site.

4. The American Ex Prisoners of War maintains an Accredited Veterans Service Officer in Dutchess County.

5. There are seven VA Accredited Attorneys with office headquartered in Dutchess County. Several office are bi-lingual.

6. A salary survey conducted by the National Association of County Veterans Service Officers (NACVSO)indicated that county veterans service agency directors located in county-based offices are underpaid by approximately 14%-19%.

6. The Dutchess County Veterans Service Agency is staffed with one Director, two Accredited Veterans Counselors and one secretary.

Conclusions & Recommendations

1. The County Veterans Service Agency is over-staffed.

2. Recommend replacement of two counselors with one Receptionist(Grade 6).

3. Recommend the realignment of Director's position to Management Pay Grade MF.

4.Savings of 42.7% and returned payroll and benefit of approximately $151,317.

2013 Authorized Positions

	2012				2013				
		Approved		Modified		Request		Recommended	
	GR	FTE	Amount	FTE	GR	FTE	Amount	FTE	Amount
A.6510 - General Fund.Veterans Service Agency									
DIR VETERANS AFFS	MD	1.00	69,499	1.00	MD	1.00	69,499	1.00	69,499
SECY	10	1.00	39,466	1.00	10	1.00	40,449	1.00	40,449
VETERANS COUNS	12	2.00	87,353	2.00	12	2.00	89,537	2.00	89,537
A.6510 - General Fund.Veterans Service Agency		4.00	196,318	4.00		4.00	199,485	4.00	199,485

2013 Budget For Dutchess County
Budget By Revenue Source & Object of Expenditure
October 20, 2012

Account Line	Description	2010 Expended	2011 Expended	2012 Orig Approp	2012 Mod Approp	%EXP	2012 EXP YTD	2013 Original	2013 Recommend
Fund: A	General Fund								
Department: A.6510	Veterans Service Agency								
1010	Positions	180,457	174,702	196,318	196,318	76.5	150,262	199,485	199,485
1040	ST Overtime	308	0	0	0	0.0	0	0	0
4626.75	Employee Allowance.Meals Taxable	0	0	0	100	66.5	67	0	0
Total Salaries and Wages		180,766	174,702	196,318	196,418	76.5	150,329	199,485	199,485
8200	Pymts to State Soc Sec	13,626	13,113	15,021	15,021	74.9	11,256	15,264	15,264
8355	Long-Term Disability	784	608	700	700	66.4	464	634	634
8400	Hospital,Med&Surg Ins	48,404	50,413	66,256	66,256	78.6	52,052	72,045	70,356
8450	Optical Insurance	975	836	1,032	1,032	65.8	679	904	904
8500	Dental Insurance	4,219	3,999	5,512	5,512	77.1	4,249	5,732	5,732
8800	Life Ins & Acc Death & Dismemb	463	312	292	292	71.2	208	292	292
8850	ACC Death & Dismemb	42	27	27	27	70.0	19	27	27
Total Employee Benefits		68,514	69,308	88,840	88,840	77.6	68,927	94,898	93,209
8100	Pymts to Retire System	21,972	24,213	20,405	20,405	0.0	0	22,600	44,431
Total Benefits		21,972	24,213	20,405	20,405	0.0	0	22,600	44,431
Total Personal Services		271,252	268,223	305,563	305,663	71.7	219,256	316,983	337,125
4119	Edu Supplies-Books, Film	0	345	0	0	0.0	0	0	0
4619	Employee Mileage Non-Taxable	258	446	500	500	0.0	0	500	500
	Money in this line will be used to reimburse counselors for mileage incurred to attend required annual training.								
4620.72	Employee Travel & Exp .Travel	60	5	800	800	9.7	78	800	800
	Money in this line will be used to reimburse counselors for charges incurred while attending mandatory annual training.								
4620.73	Employee Travel & Exp .Reimb	470	970	2,500	2,400	59.9	1,437	2,500	1,500
	Money in this line will be used to reimburse counselors for charges incurred while attending mandatory annual training.								
4631	Training Seminars/Conf	0	0	400	400	43.8	175	400	400
	Money in this line will be used to cover registrtion fees for two counselors to attend annual mandatory training to maintain their accredidation with the Department of Veterans Affairs and the American Legion respectively.								
4670.95	Subscriptions.Subscr	412	603	250	250	138.8	347	250	250

Public Works and Capital Projects
Amended on Floor

RESOLUTION NO. 2012327

RE: ADOPTION OF THE TENTATIVE 2013-2017 CAPITAL IMPROVEMENT PROGRAM FOR DUTCHESS COUNTY SUBJECT TO THE AMENDMENTS HEREIN CONTAINED

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

WHEREAS, the Tentative 2013-2017 Capital Improvement Program for Dutchess County has been submitted by the County Executive and was referred to the Public Works and Capital Projects Committee for its review, and

WHEREAS, the committee, meeting on November 26, 2012, has studied and reviewed said Tentative 2013-2017 Capital Improvement Program, now, therefore, be it

RESOLVED, that the 2013-2017 Capital Improvement Program as submitted is hereby adopted as the Capital Improvement Program for the County of Dutchess for the years 2013-2017.

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

327

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*	✓	
District 6 - Town of Poughkeepsie	Flesland*	✓	
District 10 - City of Poughkeepsie	Jeter-Jackson*	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*	absent	
District 1 - Town of Poughkeepsie	Doxsey	✓	
District 5 - Town of Poughkeepsie	Roman	absent	
District 7 - Town of Hyde Park	Perkins	✓	
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato	✓	
District 18 - City of Beacon	Forman (VC)	✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman	✓	
District 22 - Town of Beekman	Hutchings (C)	✓	

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 Yes, 0 No
Abstentions: 0

2012327 ADOPTION OF THE TENTATIVE 2013 CAPITAL IMPROVEMENT PROGRAM FOR DUTCHESS COUNTY SUBJECT TO THE AMENDMENTS HEREIN CONTAINED

Date: 11/26/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 21 3

Absent: 1 **Motion:** ____ Yes No

Vacant: 0 **Abstentions:** 0

2012327 ADOPTION OF THE TENTATIVE 2013 CAPITAL IMPROVEMENT PROGRAM FOR DUTCHESS COUNTY SUBJECT TO THE AMENDMENTS HEREIN CONTAINED

Date: 12/6/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 Yes 0 No

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

MK/JF
2013 through 2017

12/6/12

2012327

Discussion on Resolution No. 2012327 resulted as follows:

Legislator Kelsey moved to amend the resolution, duly seconded, to add "-2017" to the title, the first Whereas, the second Whereas, and the Resolved. The foregoing motion was unanimously adopted by voice vote.

Roll call on the foregoing resolution resulted as follows:

AYES:	22	Amparo, Bolner, Borchert, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Weiss, Wilkinson, White
NAYS:	2	Doxsey, Tyner
ABSENT:	1	Horton

Resolution adopted.

Budget, Finance, & Personnel

RESOLUTION NO. 2012328

RE: ADOPTION OF THE TENTATIVE BUDGET FOR DUTCHESS COUNTY FOR THE YEAR 2013 SUBJECT TO AMENDMENTS HEREIN CONTAINED

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

WHEREAS, the Tentative Budget of Dutchess County, as submitted by the County Executive, was referred to the Budget, Finance, & Personnel Committee for its review, and

WHEREAS, the committee, meeting on November 13, 14, 15, 16, and 27 has studied and reviewed said Tentative Budget, now, therefore, be it

RESOLVED, that the revisions made by the Budget, Finance, & Personnel Committee and that the corrections made by the Budget Director be reflected in the Tentative Budget of Dutchess County for the year 2013, and, be it further

RESOLVED, that the Tentative Budget for the year 2013, as submitted, is hereby adopted as the budget for the County of Dutchess for the year 2013 subject to the amendments and corrections as attached, and, be it further

RESOLVED, that the Budget Director be and she hereby is directed, authorized, and empowered to compute and insert a Real Property Tax Levy as the result of the proposed amendments to the budget, and, be it further

RESOLVED, that the Budget Director be and she hereby is directed, authorized, and empowered to compute and insert an estimated revenue and fringe benefit adjustment reflecting the changes brought about by the amendments made to the Tentative Budget by the County Legislature, and, be it further

RESOLVED, that the Budget Director and Clerk be empowered to rectify any clerical errors.

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

2013 Budget Amendments

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2013 BUDGET	FINAL 12-6-12 AMENDMENTS	12/6/12 DIFFERENCE	COMMENTS / INTENT
	2013- Amendments to Budget Appropriations							**408,303,704**
	STARTING POINT- 2013 Tentative Budget				**408,303,704**		**408,303,704**	
	BUDGET OFFICE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
226	Traffic Safety / Stop DWI	A.3310	4412	Grant Project Costs	184,567	103,600	(80,967)	Decrease in Traffic Safety Grants
							0	
							0	
							0	
	BUDGET OFFICE CHANGE:						**(80,967)**	
	BUDGET OFFICE CUMULATIVE CHANGE:						**408,222,737**	
	LEGISLATIVE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
467	Planning and Development	A.8020	4414	Shared Services Grant Progra	1,000,000	2,000,000	1,000,000	
							0	
							0	
							0	
							0	
	LEGISLATIVE CHANGE:						**1,000,000**	
	LEGISLATIVE CUMULATIVE CHANGE:						**409,222,737**	
	TOTAL CHANGE TO APPROPRIATIONS:						**919,033**	
	CUMMULATIVE CHANGE:						**409,222,737**	FINAL BALANCE APPROPRIATIONS

2013 Budget Amendments

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2013 BUDGET	FINAL 12-6-12 AMENDMENTS	12/6/12 DIFFERENCE	COMMENTS / INTENT
	2013- Amendments to Budget Revenues							**408,303,704**
	STARTING POINT- 2013 Tentative Budget						**408,303,704**	
	BUDGET OFFICE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
232	Traffic Safety / Stop DWI	A.3310	43890.05	Child Safety	26,750	18,000	(8,750)	Decrease in Child Passenger Safety Grant
232	Traffic Safety / Stop DWI	A.3310	43890.06	Selective Traffic Enforcement	137,217	65,000	(72,217)	Decrease in Selective Traffic Enforcement Grant
							0	
	BUDGET OFFICE CHANGE:						**(80,967)**	
	BUDGET OFFICE CUMULATIVE CHANGE:						**408,222,737**	
	LEGISLATIVE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
137	Sales Tax	A.1331	11100	Sales & use Tax	143,859,676	144,859,676	1,000,000	
							0	
							0	
							0	
							0	
							0	
	LEGISLATIVE CHANGE:						**1,000,000**	
	LEGISLATIVE CUMULATIVE CHANGE:						**409,222,737**	
	TOTAL CHANGE TO REVENUES:						**919,033**	
	CUMMULATIVE CHANGE REVENUES:						**409,222,737**	FINAL BALANCE REVENUES
	NET PROPERTY TAX LEVY IMPACT:				**105,887,740**	**105,887,740**	**0**	NET PROPERTY TAX LEVY IMPACT

COUNTY OF DUTCHESS

MARCUS J. MOLINARO
COUNTY EXECUTIVE

TO: Dutchess County Legislators

FROM: Marcus J. Molinaro, Dutchess County Executive

RE: **2013 Dutchess County Budget**

DATE: December 14, 2012

With gratitude and appreciation, I return the 2013 Dutchess County Budget signed with no vetoes. This bipartisan budget begins a multi-year transformation of Dutchess County Government while remaining under the New York State property tax cap.

The Dutchess County Administrative Code requires the County Executive to develop a tentative budget plan and deliver it to the County Legislature for consideration and review. However, the 2013 Dutchess County Budget was truly developed in partnership with you, as well as so many of our other stakeholders.

It was a long process that began early in the year. We hosted more than twenty formal meetings and/or sessions, in addition to the countless conversations, one-on-one meetings, phone calls and emails, all designed to engage as many people as possible in order to deliver a product that incorporates stakeholder input and molds consensus.

We began in April with education sessions to ensure Legislators, Department Heads, and County Elected officials had a clear understanding of the budget process and the fiscal challenges facing Dutchess County Government. Throughout the summer and fall, we held meetings and provided presentations for non-profit organizations, union leadership, the legislative caucuses, various chambers of commerce, media, as well as local mayors and supervisors. We reached out to the public with our online budget survey and multiple public forums to hear their priorities, concerns and ideas. We are grateful to all of those who participated in the process. The final budget is reflective of the feedback, input and ideas of all that contributed.

We should be exceptionally thankful to the elected leaders of our towns, villages and cities for their service, contribution and sacrifice. So too are we grateful to Dutchess County employees who work hard every day on behalf of the people of our community. In particular, I extend my thanks to CSEA President Liz Piraino for her forthright representation of her membership and for their willingness to sacrifice and cooperate throughout this budget development. CSEA, DCPBA, DCSEA and NYSUT members all serve our residents well and for that, we are grateful.

22 Market Street, Poughkeepsie New York 12601 • (845) 486-2000 • Fax: (845) 486-2021
www.dutchessny.gov

Budget, Finance, and Personnel Committee Roll Call

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

Present: 10 **Resolution:** ____ **Total :** 3 (Yes) 7 (No)

Absent: 2 **Motion:** ✓

Vacant: 0 **Abstentions:** ____

pg. 357 DPW Snow Removal

D5142.4137 Ice Control

400,000 - 300,000

2012328

11/27/12

2013 Budget Amendment Form

From Legislator: TYNER / Jeter Jackson

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
357	DPW Snow Removal	D.5142	4137	Ice Control Materials	$400,000	$300,000	$(100,000)

Notes:

(If any)

Budget, Finance, and Personnel Committee Roll Call

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

Present: 10 **Resolution:** ___ **Total :** 3 (Yes) 7 (No)

Absent: 2 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

Pg. 402 DCFS/DSS A6010 1640 1st overtime 210,000 - 290,000
1050 overtime 160,000 - 180,000

2012328
11/27/12

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
402	DCFS/055	A. 600	1040 1050	ST Overtime Overtime	$210,000 $160,000	$290,000 $180,000	$80,000 $20,000
						TOTAL:	$100,000

Notes:

(If any)

328

Budget, Finance, and Personnel Committee Roll Call

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

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: 1

Total : ~~10~~ 9 @ 1
Yes No

Abstentions: 0

2012328 ADOPTION OF THE TENTATIVE BUDGET FOR DUTCHESS COUNTY FOR THE YEAR 2013 SUBJECT TO AMENDMENTS HEREIN CONTAINED

Date: 11/27/12

Roll Call Sheets

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

Present: 24 **Resolution:** ___ **Total :** 3 (Yes) 21 (No)

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

defeated

J1/MK

pg. 356 EA 5610 delete Acct Clerk grade 9 40,403 - 0

294 A 4310 add Acct Clerk gr. 9 plus benefits 0 to 40,403

12·6·12

328

ACCORDINGLY, IT BEHOOVES COUNTY GOVERNMENT TO DEVISE AND IMPLEMENT A NEW AIRPORT BUSINESS MODEL.

THIS MANAGEMENT BLUEPRINT MUST VIGOROUSLY PURSUE BUSINESS OPPORTUNTIES, DEVELOP AGGRESSIVE FISCAL BENCHMARKS, AND PROVIDE ONGOING FINANCIAL CONTROLS AND SCRUTINY.

CERTAINLY, ONE OF THE BASIC REFORMS NEEDED TO HELP ERASE THE RED INK AT THE AIRPORT INVOLVES RIGHT-SIZING THE OPERATING STAFF.

THEREFORE, RECOGNIZING THAT MENTAL HEALTH SERVICES AFFECT THE LIVES OF MORE COUNTY RESIDENTS THAN A MONEY-LOSING AIRPORT, I PROPOSE THE FOLLOWING BUDGET AMENDMENT:

Page 365, Line EA 5610 (Enterprise Airport) -- Delete one FTE Acctg. Clerk grade 09 position ($40,403 plus benefits), which would still leave this small 13-person department with a Principal Accounting Clerk able to perform all the duties of the Accounting Clerk. I would further suggest that the affected employee can be transferred to the Mental Health Dept., as follows:

Page 294, Line A.4310 (General Fund Mental Hygiene Central Administration) -- Add one FTE Acctg. Clerk grade 09 position ($40,403 plus benefits), among the four existing clerks presently slated to be eliminated in the 2013 tentative budget. I believe one of these positions should be reinstated to improve the overall efficiency and quality of services provided by the Mental Hygiene Dept.

IF ADOPTED, THESE TWO CHANGES ARE BUDGET NEUTRAL, AND WILL NOT ALTER THE TOTAL APPROPRIATIONS PROJECTED FOR 2013.

THEREFORE, I URGE MY FELLOW LEGISLATORS TO SUPPORT THIS AMENDMENT.

Roll Call Sheets

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

Present: 24 **Resolution:** ___ **Total :** 24 (3) 0
Absent: 1 **Motion:** ✓ Yes No
Vacant: 0 **Abstentions:** 0

AF/DB

A3310.4412

12·6·12

328

184,567 - 103,600

2013 Budget Amendments

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2013 BUDGET	FINAL 12-6-12 AMENDMENTS	12/6/12 DIFFERENCE	COMMENTS / INTENT
	2013- Amendments to Budget Appropriations							**408,303,704**
	STARTING POINT- 2013 Tentative Budget				**408,303,704**		**408,303,704**	
	BUDGET OFFICE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
226	Traffic Safety / Stop DWI	A.3310	4412	Grant Project Costs	184,567	103,600	(80,967)	Decrease in Traffic Safety Grants
							0	
							0	
							0	
	BUDGET OFFICE CHANGE:						**(80,967)**	
	BUDGET OFFICE CUMULATIVE CHANGE:						**408,222,737**	
	LEGISLATIVE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
343	Auto Center	A.1640	1010.1198	Positions	523,704	637,486	113,782	Includes benefits and taxes which will be technically adjusted by line.
176	Emergency Response	A.3410	1010.1636	Positions	361,478	416,616	55,138	Includes benefits and taxes which will be technically adjusted by line.
291	Mental Hygiene	A.4250	1010.321	Positions	865,321	978,656	113,335	Includes benefits and taxes which will be technically adjusted by line.
305	Mental Hygiene	A.4320.43	1010.1030	Temp Help	121,664	182,409	60,745	Includes benefits and taxes which will be technically adjusted by line.
305	Mental Hygiene	A.4320.43	1010.2407	Positions	665,263	847,589	182,326	Includes benefits and taxes which will be technically adjusted by line.
467	Planning and Development	A.8020	4414	Shared Services Grant Progra	1,000,000	2,000,000	1,000,000	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
	LEGISLATIVE CHANGE:						**1,525,326**	
	LEGISLATIVE CUMULATIVE CHANGE:						**409,748,063**	
	TOTAL CHANGE TO APPROPRIATIONS:						**1,444,359**	
	CUMMULATIVE CHANGE:						**409,748,063**	FINAL BALANCE APPROPRIATIONS

Roll Call Sheets

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

Present: 24 **Resolution:** ___ **Total :** 23 (a) 0
Absent: 1 **Motion:** ✓ Yes No
Vacant: 0 **Abstentions:** 1 (a)

AF/DB

89.232 43890.05 26,750
43890.06 132,217

12.6.12

328

2013 Budget Amendments

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2013 BUDGET	FINAL 12-6-12 AMENDMENTS	12/6/12 DIFFERENCE	COMMENTS / INTENT
	2013- Amendments to Budget Revenues							**408,303,704**
	STARTING POINT- 2013 Tentative Budget						**408,303,704**	
	BUDGET OFFICE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
232	Traffic Safety / Stop DWI	A.3310	43890.05	Child Safety	26,750		(8,750)	Decrease in Child Passenger Safety Grant
232	Traffic Safety / Stop DWI	A.3310	43890.06	Selective Traffic Enforcement	132,217		(72,217)	Decrease in Selective Traffic Enforcement Grant
							0	
	BUDGET OFFICE CHANGE:						**(80,967)**	
	BUDGET OFFICE CUMULATIVE CHANGE:						**408,222,737**	
	LEGISLATIVE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
137	Sales Tax	A.1331	11100	Sales & use Tax	143,859,676	144,859,676	1,000,000	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
	LEGISLATIVE CHANGE:						**1,000,000**	
	LEGISLATIVE CUMULATIVE CHANGE:						**409,222,737**	
	TOTAL CHANGE TO REVENUES:						**919,033**	
	CUMMULATIVE CHANGE REVENUES:						**409,222,737**	FINAL BALANCE REVENUES
	NET PROPERTY TAX LEVY IMPACT:				**105,887,740**	**106,413,066**	**525,326**	NET PROPERTY TAX LEVY IMPACT

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 7 ___
Absent: 1 **Motion:** ___ **Yes** **No**
Vacant: 0 **Abstentions:** 0

JT / AMAC
ICE CONTROL
400,000 - 300,000
Cut 100,000

defeated

328
12·6·12

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
357	DPW	5142	4137	Ice Control Materials	400,000	300,000	100,000

Notes:

(If any)

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 2 (Yes) 22 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** ____

JT/

defeated

12·6·12 Pg 115 DPW 1620 4226

328

610,257 - 310257

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
115	DPW	1620	4220	Electric Light - bow	610,257	310,257	300,000

Notes:
(If any)

(Municipal Electricity and Gas Alliance)

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson	•	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery	•	
District 1 - Town of Poughkeepsie	Doxsey	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins	•	
District 9 - City of Poughkeepsie	White	•	
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓	
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	✓	
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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 :** 4 (Yes) 20 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2821 660 2 321660

JT/JD 4 200000 3 200000

DCJail 3150 1050

4428 defeated

12.6.12

328

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
211 215	DC JAIL	3150	1050 4428	Overtime housing of inmates	2,821,660 4,200,000	2,321,660 3,200,000	500,000 1,000,000

Notes:
(If any)

(savings can be achieved by restoring youth programs — Project Return, Green Teen etc.; fraternity for dads behind bars)

TOTAL SAVINGS: $1,500,000

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Scrino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓	
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	✓	
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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 :** 3 (Yes) 21 (No)

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** ___

JT / AMAC

PY 402 6010 1040 210,000-290,000

1050 160,000-180,000

12·6·12

328

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
402	DSS/DCFS	6010	1040 1050	ST Overtime Overtime	210,000 160,000	290,000 180,000	80,000 20,000

Notes:
(If any)

TOTAL: $100,000

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 23 (Yes) 1 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

JM/DB

Call the Question

12·6·12

328

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT / J.J

defeated

PS 462 8040 + 50,000

12.6.12

328

H.R.C

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
462-463	Human Rights Commission	A. 8040	1010 8200	Human Rights Commission	0	$50,000	$50,000

Notes:

(If any)

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT / AMAC

387 0 for A x 209,322 defeated

388

389

6772-50 1010

12·6·12

328

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
307-309	Agry p. 307	6772.50	1010	position →	$1,166,130		add $209,322 proportionally

Notes:
(If any)

p. 307 → 4619 employee mileage → $2500
p. 308 → 4125.100 food/kitchen supplies → $31,700
p. 309 { 4125.99 food/kitchen supplies/staff stipend → $13,200
4160 office supplies → $4700
4185 therapy + recr. supplies → $1400

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT/J.J

426 7310 1010 $159,460 $159,460
427 4626
Youth Bureau 8200
8355
8400

12.6.12
328

defeated

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
426-427	Youth Bureau	7310.57 7310.55	1010 4626 8200 8355 8400	Project Return	0	$159,460	$159,460

Notes:
(If any)

[pg. 395-396 of ~~last year's~~ budget]

→ $159,460 was spent for Project Return in 2010 in Youth Bureau

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT / MAC

DSS 6119 4471 17,500,000 17,400,000

defeated

12.6.12
328

2013 Budget Amendment Form

From Legislator: TUNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
415	DSS/DCFS	6119	4471	Institutional Care Placement	$17,500,000	$17,400,000	$100,000

Notes:

(If any)

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

Mental Health JT/JS

pg. 302 · 303 4320.40 0 1,000,000

12·6·12 Contingency defeated

328

2013 Budget Amendment Form

From Legislator: TUNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
302-303	Mental Health Contracted Pay Treatment	4320.40	1010 1010.1030 1040 1050 1070 4626.75 8200 8355 8400 8450 8580	all lines of DCMH workers to be privatized into Hudson Valley Mental Health	0	$1,000,000	$1,000,000

Notes:
(If any)

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White	✓	
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓	
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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 :** 3 (Yes) 21 (No)

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

pg. 469 JT/JD 8020.01 4401.106

Solid Waste Prof Svs + 10,000

12.6.12

328

$1800 - $11500 defeated

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
469	Housing / Development Solid Waste Management	8020. 01	4401. 106	Professional Services	$1800	$11,800	$10,000

Notes:

(If any)

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery	✓	
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓	
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	✓	
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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 :** ___ ___
Absent: 1 **Motion:** ✓ **Yes** **No**
Vacant: 0 **Abstentions:** ___

JT/AM AC

withdrawn

Pg. 62 1010 4160 Office Supplies

Youth Leadership + 200

12·6·12
328

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
62	County Legislature	1010	4160	Office Supplies	$7200	$7400	$200

Notes:
(If any)

(for Youth Leadership Summit for high school student government leaders to meet with and advise co leg.'s publicly — to share advice with us)

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

defeated

JT/AMRC

pg. 425 7310.54 4400

4461

Green Team

0 - 580,000

12.6.12

328

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
425	DCFS – Youth Dev. Delinquent Program	7910.54	4400.4461	Cooperative Extension Green Teen Community Garden for City of Poughkeepsie and Beacon (not just Beacon); other CCEDC youth/4H program	0	$580,000	$580,000

Notes:

(If any)

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

defeated

JT/AMAC

PS466 8020 4400 4419 EDC

12·6·12

328

215,000-715,000

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
466	Planning & Development	8020	4400. 4419	EDC	$215,000	$715,000	$500,000

Notes:
(If any)

(additional monies to be earmarked for launch of new revolving loan fund for micro enterprise for Gateways to Entrepreneurship Tomorrow)

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** Withdrawn

JT | AMC

B 252 4010.29 4628.82

Computer Processing

12.6.12

328

9,347-10,347

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
252	Health Dept Environmental Health	4010.29	4628.02	Computer Processing	$9347	$10,347	$1,000

Notes:
(If any)

(to make sure DCHD website has link to map of groundwater contamination found over last decade across county)

Roll Call Sheets

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

Present: 24 **Resolution:** ___ **Total :** 11 Yes / 13 No

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT/AMC

Pg. 62 1010 4160 Office Supplies deleted

12.6.12
328

$7,200 $7,300

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
62	County legislature	1010	4160	Office supplies	$7200	$7300	$100

Notes:
(If any)

(for public hearings on reapportionment / redistricting → fire across county → and for making software / mapmaking info available to county residents to make their own use

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT/RW

A145 DCC 2495 4616 defeated

12.6.12 10,837898 - 11,837.898

328

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
145	Contribution to DCC	2495	4646	County share of operational budget for DCC	$10,837,898	$11,837,898	$1,000,000

Notes:
(If any)

[$500,000 to lower DCC tuition;
$500,000 to increase pay of DCC adjuncts]

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

defeated

JD / JT

pg. 14 Comptroller A1315.1010

440,507 - 588 883

12.6.12

328

2013 Budget Amendment Form

From Legislator: DOXSEY

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
14	COMPTROLLER	A1315	1010	AUDITOR	440,507	588,883	148,376

Notes:
(If any) COMPTROLLER IS LOOSING 2 POSITIONS PLUS ① VACANCY DUE TO RETIREMENT INCENTIVE.

MORE AUDITORS WILL BRING IN MORE FUNDS, OFFSET/IMPACT TO BE REALIZED.

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey	NO	✓
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner	NO	✓
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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 :** 22 (Yes) 2 (No)
Absent: 1 **Motion:** ✓
Vacant: 6 **Abstentions:** 0

JI/DB
Call the Question

12·6·12

328

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

Defeated

pg. 343 JD/J.J

DPW Fleet Administrator

Auto Ctr.

A 1640 1010

12.6.12 0 - 71,175

328

2013 Budget Amendment Form

From Legislator: DOXSEY

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
TOP 343	DPW AUTO CENTER	A.1640	1010	FLEET ADMINISTRATOR	0	71,175	71,175

Notes:
(If any) THIS POSITION ALSO HAS A MULTITUDES OF ADDITIONAL REQUIREMENTS THE NEW DPW HIGHWAY APPOINTED/HIRED POSITION WOULD NOT BE ABLE TO FULFILL.

OFFSET FUNDS VIA COMPTROLLERS OFFICE - 2 POSITIONS AUDITORS ADDED TO COMPLETE MORE THAN THE 20% per YEAR CURRENTLY AUDITS.

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓	
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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: 21 **Resolution:** ___ **Total :** 1 Yes 23 No

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

defeated

pg. 59 1340 4160 + 100

Office Supplies

$ 600 - 700

12.6.12

328

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
59	Budget	1340	4160	Office Supplies	$600	$700	$100

Notes:
(If any)

(to add to website list of county vendor getting contracts over $10,000/year — and to make available printout of this list)

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT/JD

Pg. 62 1010.4401.105 Prof Svs Defeated

50,000 - 25,000

12.6.12

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2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
62	County Legislature	1010	4401.105	Professional Services Consultants (Legal counsel for reapportionment)	$50,000	$25,000	$25,000

Notes:
(If any)

Roll Call Sheets

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

Present: 24 **Resolution:** ___ **Total :** 12 Yes, 12 No

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT|JD

380
pg 389

67

Meals on Wheels defeated

4125.100 $31,700 - 33,700
.99

To Center

12·6·12
328

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
pg. 388-389	Office for the Aging	6772.50	4125.100	Food + Kitchen Supplies	$31,700	$33,700	$2000
p. 389		6772.50	4125.99	Food + Kitchen Supplies (Staff Stipend)	$13,200	$14,200	$1000

Notes:
(If any)

[for home-delivered meals to seniors who need them in Town of Clinton — now only town unserved]

TOTAL: $3000

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

defeated

JT/FA

176. Emergency Response

By 12-6-12 A3410

~~6-12-12~~

Restore position

361,478 - 416,616

328

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson	✓	
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Scrino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓	
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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 :** 3 Yes 21 No

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT/FA

defeated

291 1010 321
305 1010 1030 add position
305 1010 2407

12-6-12
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2013 Budget Amendments

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2013 BUDGET	FINAL 12-6-12 AMENDMENTS	12/6/12 DIFFERENCE	COMMENTS / INTENT
	2013- Amendments to Budget Appropriations							**408,303,704**
	STARTING POINT- 2013 Tentative Budget				**408,303,704**		**408,303,704**	
	BUDGET OFFICE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
							0	
							0	
							0	
							0	
	BUDGET OFFICE CHANGE:						**0**	
	BUDGET OFFICE CUMULATIVE CHANGE:						**408,303,704**	
	LEGISLATIVE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
343	Auto Center	A.1640	1010.1198	Positions	523,704	637,486	113,782	Includes benefits and taxes which will be technically adjusted by line.
176	Emergency Response	A.3410	1010.1636	Positions	361,478	416,616	55,138	Includes benefits and taxes which will be technically adjusted by line.
291	Mental Hygiene	A.4250	1010.321	Positions	865,321	978,656	113,335	Includes benefits and taxes which will be technically adjusted by line.
305	Mental Hygiene	A.4320.43	1010.1030	Temp Help	121,664	182,409	60,745	Includes benefits and taxes which will be technically adjusted by line.
305	Mental Hygiene	A.4320.43	1010.2407	Positions	665,263	847,589	182,326	Includes benefits and taxes which will be technically adjusted by line.
							0	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
							0	
	LEGISLATIVE CHANGE:						**525,326**	
	LEGISLATIVE CUMULATIVE CHANGE:						**408,829,030**	
	TOTAL CHANGE TO APPROPRIATIONS:						**525,326**	
	CUMMULATIVE CHANGE:						**408,829,030**	FINAL BALANCE APPROPRIATIONS

Roll Call Sheets

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

Chairman Ruled Amendment Out of Order

Present: 24 **Resolution:** ____ **Total :** ____ ____

Absent: 1 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

JT-FA Restore 43,000 - To Rhinebeck
23,000 V of Rhinebeck
34,000 T of Clinton

pg. 137 Sales + Use Tax
1331 1100

12.6.12
328

143 859 676 - 143,759,676

2013 Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From 2012 Recommend	To Amendment	Impact Difference
137	Sales Use Tax	1331	11100	sales tax use tax	143,859,676	143,759,676	$100,000

Notes:
(If any)

TO FULLY restore sales tax revenue share out to:
$43,000 → Town of Rhinebeck
$23,000 → Village of Rhinebeck
$34,000 → Town of Clinton

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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 :** _____ _____

Absent: 1 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

RW / JF

East Fishkill - +$43,000

withdrawn

12·6·12

328

Roll Call Sheets

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

Present: 24 **Resolution:** ____ **Total :** 24 Yes 0 No

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

BJS. DB

467 Planning + Dev 8020 4414

1,000,000 – 2,000,000

12.6.12

328

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 Yes 0 No

Absent: 1 **Motion:**

Vacant: 0 **Abstentions:** 0

BJS - DB

pg. 137 Sales + Use Tax

143,859,676

144,859,676

12.6.12

328

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 21 (Yes) 3 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012328 ADOPTION OF THE TENTATIVE BUDGET FOR DUTCHESS COUNTY FOR THE YEAR 2013 SUBJECT TO AMENDMENTS HEREIN CONTAINED

Date: 12/6/12

Discussion on Resolution 2012328, Adoption of the Tentative Budget for Dutchess County for the Year 2013 Subject to the Amendments Herein Contained, resulted as follows:

Legislator Incoronato motioned to amend the 2013 Tentative Budget which was duly seconded:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
365	DPW Airport	EA.5610	1010	Positions (Account Clerk Grade 9)	607887	567484	(40,403)

Roll call resulted as follows:

AYES: 3 Incoronato, Forman, and Kelsey

NAYS: 21

Absent: 1 Horton

Motion defeated.

Legislator Incoronato motioned to amend the 2013 Tentative Budget which was duly seconded:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
294	Mental Hygiene Central Admin	A.4310	1010	Positions (Account Clerk Grade 9)	2,157,168	2,197,571	40,403

Roll call resulted as follows:

AYES: 3 Incoronato, Forman, and Kelsey

NAYS: 21

Absent: 1 Horton

Motion defeated.

Legislator Flesland motioned to amend the 2013 Tentative Budget which was duly seconded:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
226	Traffic Safety / Stop DWI	A.3310	4412	Grant Project Costs	184,567	103,600	(80,967)
232	Traffic Safety / Stop DWI	A.3310	43890.05	Child Safety	26,750	18,000	(8,750)
232	Traffic Safety / Stop DWI	A.3310	43890.06	Selective Traffic Enforcement	132,217	60,000	(72,217)

Legislator Roman requested to abstain.

Roll call resulted as follows:

AYES: 23

NAYS: 0

ABSTAIN: 1 Roman

ABSENT: 1 Horton

Motion adopted.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
357	DPW Snow Removal	D.5142	4137	Ice Control Materials	400,000	300,000	(100,000)

Roll call resulted as follows:

AYES: 7 Jeter-Jackson, MacAvery, Doxsey, Perkins, White, Tyner, Amparo

NAYS: 17

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
115	DPW – Buildings	A.1620	4220	Electric-Light & Power	610,257	310,257	(300,000)

Roll call resulted as follows:

AYES: 2 Amparo and Tyner

NAYS: 22

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
211	Jail	A.3150	1050	Overtime	2,821,660	2,321,660	(500,000)

Roll call resulted as follows:

AYES: 4 Doxsey, Tyner, Amparo, and Kelsey

NAYS: 20

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
211	Jail	A.3150	4428	Inmates in Other Institutions	4,200,000	3,200,000	(1,000,000)

Roll call resulted as follows:

AYES: 4 Doxsey, Tyner, Amparo, and Kelsey

NAYS: 20

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
402	DCFS-Admin	A.6010	1040	St. Overtime	210,000	290,000	80,000

Roll call resulted as follows:

AYES: 3 Doxsey, Tyner, Amparo

NAYS: 21

ABSENT: 1 Horton
Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
402	DCFS-Admin	A.6010	1050	Overtime	160,000	180,000	20,000

Legislator Tyner stated that it was shocking for DSS to be closed on Wednesdays.

Legislator Miccio called the questions, duly seconded by Legislator Borchert, and carried with Legislator Tyner being the only no vote.

Roll call resulted as follows:

AYES: 3 Doxsey, Tyner, Amparo

NAYS: 21

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, to add $50,000 to the Human Rights Commission.

Roll call resulted as follows:

AYES: 7 Jeter-Jackson, MacAvery, Doxsey, Perkins, Tyner, Amparo, Forman

NAYS: 17

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
387	Programs for the Aging. Office for the Aging	A.6772.50	1010	Positions	1,166,130		209,322 proportionately

387	Programs for the Aging. Office for the Aging	A.6772.50	4619	Mileage – Non Taxable	2,500		
388	Programs for the Aging. Office for the Aging	A.6772.50	4125.100	Food & Kitchen Supplies.Kitchen	31,700		
389	Programs for the Aging. Office for the Aging	A.6772.50	4125.99	Food & Kitchen Supplies.Shel Stable	13,200		
389	Programs for the Aging. Office for the Aging	A.6772.50	4160	Office Supplies	4,700		
389	Programs for the Aging. Office for the Aging	A.6772.50	4185	Therapy & Recr Supplies	1,400		

Roll call resulted as follows:

AYES: 1 Tyner

NAYS: 23

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
428	Youth Bureau.Project Return	A.7310.57	1010	Positions	0	97,473	97,473
428	Youth Bureau.Project Return	A.7310.57	4626.75	Employee Allowance.Meals Taxable	0	98	98
428	Youth Bureau.Project Return	A.7310.57	8200	Pymts to State Soc Sec	0	7195	7195
428	Youth Bureau.Project Return	A.7310.57	8355	Long-Term Disability	0	163	163
428	Youth Bureau.Project Return	A.7310.57	8400	Hospital,Med&Sur g Ins	0	19821	19821
428	Youth Bureau.Project Return	A.7310.57	8450	Optical Insurance	0	545	545
428	Youth Bureau.Project Return	A.7310.57	8500	Dental Insurance	0	2372	2372
428	Youth Bureau.Project Return	A.7310.57	8100	Pymts to Retire System	0	11645	11645
428	Youth Bureau.Project Return	A.7310.57	4619	Employee Mileage Non-Taxable	0	305	305
428	Youth Bureau.Project Return	A.7310.57	4620.72	Employee Travel & Exp. Travel	0	182	182
428	Youth Bureau.Project Return	A.7310.57	4620.73	Employee Travel & Exp.Reimb	0	1	1
428	Youth Bureau.Project Return	A.7310.57	4160	Office Supplies	0	85	85
428	Youth Bureau.Project Return	A.7310.57	4628.51	Interdept Exp.Land Lines	0	767	767
428	Youth Bureau.Project Return	A.7310.57	4628.80	Interdept Exp.Auto Center	0	6358	6358
428	Youth Bureau.Project Return	A.7310.57	4415	Client Services Non-Mandated	0	12450	12450

Roll call resulted as follows:

AYES: 7 Jeter-Jackson, MacAvery, Doxsey, Perkins, Tyner, Amparo, Kelsey

NAYS: 17

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
415	DCFS-Foster Care	A.6119	4471	Institutional Care-Placement	17,500,000	17,400,000	(100,000)

Roll call resulted as follows:

AYES: 1 Tyner

NAYS: 23

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, to restore A. 4320.41, Mental Health Programs.Continuing Day Treatment, page 302, at $1,000,000.

AYES: 4 Jeter-Jackson, MacAvery, Tyner, Amparo

NAYS: 20

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
469	Planning & Development.Div of Solid Waste Management	A.8020.81	4401.106	Professional Services	1,500	11,500	10,000

Roll call resulted as follows:

AYES: 3 Doxsey, White, Tyner

NAYS: 21

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget for a youth leadership summit, which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
62	County Legislature	A.1010	4160	Office Supplies	7,200	7,400	200

The foregoing motion was withdrawn.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
425	DCFS-Youth Dev Delinquent Program	A.7310.54	4470	Contract Agencies.Coop Ext	0	580,000	580,000

Roll call resulted as follows:

AYES: 2 Tyner, Doxsey

NAYS: 22

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
466	Planning & Development	A.8020	4400.4419	Contract Agencies.EDC	215,000	715,000	500,000

Roll call resulted as follows:

AYES: 1 Tyner

NAYS: 23

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
252	Health Dept.Environmental Health	A.4010.29	4628.82	Interdept Exp.Computer Process	9,347	10,347	1,000

The foregoing motion was withdrawn.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
62	County Legislature	A.1010	4160	Office Supplies	7,200	7,300	100

Roll call resulted as follows:

AYES: 11 Flesland, Jeter-Jackson, MacAvery, Doxsey, Wilkinson, Serino, Perkins, White, Tyner, Amparo, Traudt

NAYS: 13

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
145	Contribution to Community College	A.2495	4616	Contrib to Comm College	10,837,898	11,837,898	1,000,000

Roll call resulted as follows:

AYES: 2 Tyner and Kelsey

NAYS: 22

ABSENT: 1 Horton

Motion defeated.

Legislator Doxsey motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
14	Comptroller	A.1315	1010	Positions	366,319	514,695	148,376

Roll call vote on the foregoing motion resulted as follows:

AYES: 4 Jeter-Jackson, Doxsey, Perkins, Tyner

NAYS: 20

ABSENT: 1 Horton

Motion defeated.

Legislator Doxsey motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
343	DPW – Auto Center	A.1640	1198	Fleet Admr	0	71,175	71,175

Legislator Incoronato called the question, duly seconded by Legislator Borchert.

Roll call vote on calling the question resulted as follows:

AYES: 22

NAYS: 2 Doxsey and Tyner

ABSENT: 1 Horton

Motion adopted.

Roll call vote on the foregoing motion resulted as follows:

AYES: 2 Doxsey and Tyner

NAYS: 22

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
59	Budget	A.1340	4160	Office Supplies	600	700	100

Roll call vote on the foregoing motion resulted as follows:

AYES: 1 Tyner

NAYS: 23

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
62	County Legislature	A.1010	4401.105	Professional Services.Consultants	50,000	25,000	(25,000)

Roll call vote on the foregoing motion resulted as follows:

AYES: 4 Doxsey, Perkins, White, Tyner

NAYS: 20

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
388	Programs for the Aging.Office for the Aging	A.6772.50	4125.100	Food & Kitchen Supplies.Kitchen	31,700	33,700	2,000
389	Programs for the Aging.Office for the Aging	A.6772.50	4125.99	Food & Kitchen Supplies.Shelf Stable	13,200	14,200	1,000

Roll call vote on the foregoing motion resulted as follows:

AYES: 12 Jeter-Jackson, MacAvery, Doxsey, Serino, Perkins, White, Tyner, Amparo, Forman, Sherman, Traudt, Kelsey

NAYS: 12 Rolison, Borchert, Flesland, Wilkinson, Roman, Weiss, Bolner, Incoronato, Miccio, Hutchings, Thomes, Surman

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
176	Emergency Resposne	A.3410	1010	Positions	361,478	416,616	55,138

Roll call vote on the foregoing motion resulted as follows:

AYES: 3 Doxsey, Tyner, Amparo

NAYS: 21

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
291	Mental Hygiene	A.4250	1010.321	Positions	865,321	978,656	113,335
305	Mental Hygiene	A.4320.43	1010.1030	Temp Help	121,664	182,409	60,745
305	Mental Hygiene	A.4320.43	1010.2407	Positions	665,263	847,589	182,326

Roll call vote on the foregoing motion resulted as follows:

AYES: 3 Jeter-Jackson, Tyner, Kelsey

NAYS: 21

ABSENT: 1 Horton

Motion defeated.

Legislator Tyner motioned to amend the 2013 Tentative Budget which was duly seconded, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
137	Sales Tax	A.1331	11100	Sales & Use Tax	143,859,676	143,759,676	(100,000)

Legislator Tyner requested to restore sales tax funding in the total amount of $100,000 ($43,000 to the Town of Rhinebeck, $23,000 to the Village of Rhinebeck, and $34,000 to the Town of Clinton.)

Jim Fedorchak, County Attorney, responded that it was not possible to single out select municipalities to receive sales tax revenue. He added that when it was distributed, sales tax was distributed to all cites, towns, and villages.

Legislator Weiss motioned to amend the 2013 Tentative Budget which was duly seconded, to designate $43,000 to the Town of East Fishkill, as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
137	Sales Tax	A.1331	11100	Sales & Use Tax	143,859,676	143,816,676	(43,000)

Legislator Weiss withdrew the foregoing amendment.

Chairman Rolison ruled Legislator Tyner's amendment out of order.

Legislator Jeter-Jackson motioned to amend the 2013 Tentative Budget which was duly seconded and unanimously carried as follows:

Page	Dept	Dept #	Line #	Line Name	From	To	Change
467	Planning and Development	A.8020	4414	Shared Services Grant Program	1,000,000	2,000,000	1,000,000
137	Sales Tax	A.1331	11100	Sales & Use Tax	143,859,676	144,859,676	1,000,000

Roll call on the foregoing resolution resulted as follows:

AYES: 21 Bolner, Borchert, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Weiss, Wilkinson, White

NAYS: 3 Doxsey, Tyner, Amparo

ABSENT: 1 Horton

Resolution adopted.

RESOLUTION NO. 2012329

RE: AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE (PIN 8701.74)

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

WHEREAS, an Emergency Relief Project for emergency repair work to correct damages caused by February 24-26, 2010 Storms, at various locations in Dutchess County, PIN 8701.74 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs for such program to be borne at the ratio of 100% Federal funds and 0% non-federal funds, and

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

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

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

RESOLVED, that the sum of $189,294 is hereby appropriated and made available to cover the cost of participation in the above phase of the Project, and it is further

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

RESOLVED, that the Dutchess County Executive be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid on behalf of the County with the New York State Department of Transportation in connection with the advancement or approval of the Project providing for the administration of the Project and the County's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefor that are not so eligible, and it is further

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

RESOLVED, that this Resolution shall take effect immediately.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/11/2012

CA-229-12 CAB/ca/C-8643
11/7/12 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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue and Source $ 189,294

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

Identify Line Items(s):

D5110.45890.17	Labor	$131,259.
E5130.45890.17	Equipment	$ 58,035.

Related Expenses: Amount $ 0

Nature/Reason:

Anticipated Savings to County: $189,294

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

Approved for FHWA Disaster #NY10-02 (February 24-26, 2010 storm)
PIN 870.74

Prepared by: Debra L. Bushey, Confidential Secretary - Department of Public Works

329

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 22 - Town of Beekman	Hutchings (C)		

Present: 12 **Resolution:** ✓ **Total :** 12 Yes 0 No

Absent: 0 **Motion:** ____ **Abstentions:** 0

Vacant: 0

2012329 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE (PIN 8701.74)

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 Yes 0 No

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012329 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE (PIN 8701.74)

Date: 12/6/12

Public Works & Capital Projects
Amended on Floor

RESOLUTION NO. 2012330

RE: AUTHORIZING AMENDMENT TO RESOLUTIONS NO. 2012080 AND 2012081 AND AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO PLANNING AND DEVELOPMENT - MASS TRANSIT (ET0440)

LEGISLATORS HUTCHINGS, BORCHERT, FLESLAND, MICCIO and PERKINS offer the following and move its adoption:

WHEREAS, Resolutions No. 2012080 and 2012081 adopted April 16, 2012 by this Legislature authorized the filing of Section 5309 State of Good Repair Grant Applications with the Federal Transit Administration and with the State of New York Department of Transportation, and

WHEREAS, Resolution No. 2012086 adopted April 16, 2012 by this Legislature authorized the issuance of $319,500 Serial Bonds of the County of Dutchess, New York to pay a portion of the cost of the purchase of buses for Mass Transit, and

WHEREAS, the Commissioner of Planning and Development has advised that additional Section 5309 State of Good Repair Federal and New York State funding is available to be used toward bus and bus equipment purchases, and

WHEREAS, in order to apply for the additional funding, Resolutions No. 2012080 and 2012081 must be amended to authorize filing of applications for the increased funding above the amounts previously approved, and

WHERAS, an amendment to Bonding Resolution No. 2012086 is not needed as the maximum estimated costs will increase but the bonding amount remains unchanged, and

WHEREAS, it is necessary to amend the 2012 Adopted County Budget to provide for the receipt and expenditure of the increased funding, now therefore, be it

RESOLVED, that Resolutions No. 2012080 and 2012081 are amended to authorize the filing of applications for additional Section 5309 State of Good Repair Federal and New York State funding since additional funding has become available, and be it further

RESOLVED, that Resolutions No. 2012080 and 2012081 remain in all other respects unchanged, and be it further

RESOLVED, that the County Executive be and he is hereby authorized to execute any necessary agreements arising from such applications on behalf of Dutchess County with the Federal Transit Authority and with New York State Department of Transportation to aid in the financing of increased funding for this project, and be it further

RESOLVED, that fuel savings be considered when planning and purchasing new buses, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2012 Adopted County Budget as follows:

APPROPRIATIONS		
Increase		
ET0440.5680.2300.05	Motor Vehicles - 5 year	$173,341
REVENUES		
Increase		
ET0440.5680.45890.00	Federal - Other Transportation - Capital Project	$138,673
ET0440.5680.35890.00	State - Other Transportation - Capital Project	17,334
ET0440.5680.50310	Inter-fund Transfer	17,334
		$173,341

APPROPRIATIONS		
Decrease		
A.1990.4007	General Contingency	$ 17,334
Increase		
A.9950.9850	ET Fund Contribution	$ 17,334

CA-234-12
ADR/ca/G-0179
11/13/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 173,341

Total Current Year Revenue $ 156,007

and Source

80% Federal, 10% State, 10% County
Federal Transit Authority- $138,673
State Department of Transportation- $17,334

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): $17,334

Over Five Years:

Additional Comments/Explanation:

This resolution amends Capital project ET0440 established through resolutions 2012080, 2012081, and 2012086 as more funding has become available to be used toward the purchase of buses. This funding requires a 10% County match totaling $17,334 in order to pull down the $156,007 in additional funding.

Prepared by: Cynthia Ruiz, Transit Administrator

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Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 22 - Town of Beekman	Hutchings (C)		

Present: 12 **Resolution:** ✓ **Total :** 12 (Yes) 0 (No)

Absent: 0 **Motion:** ____ **Abstentions:** 0

Vacant: 0

2012330 AUTHORIZING AMENDMENT TO RESOLUTIONS NO 2012080 AND 2012081 AND AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO PLANNING AND DEVELOPMENT – MASS TRANSIT (ET0440)

Date: 12/4/12

Roll Call Sheets

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

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

hybrid buses

JT/JD

12.6.12

2012330

Roll Call Sheets

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

Present: 24 **Resolution:** ___ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

RP/JT fuel saving be considered when plan + purchase new bus

12.6.12
2012330

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Scrino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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 :** _____ _____

Absent: 1 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** ____

2012330 AUTHORIZING AMENDMENT TO RESOLUTIONS NO 2012080 AND 2012081 AND AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO PLANNING AND DEVELOPMENT – MASS TRANSIT (ET0440)

Date: 12/6/12

Discussion on Resolution No. 20123330 resulted as follows:

Legislator Tyner moved to amend the resolution, duly seconded, to amend the third Resolved as follows:

RESOLVED, that the County Executive be and he is hereby authorized to execute any necessary agreements arising from such applications on behalf of Dutchess County with the Federal Transit Authority and with New York State Department of Transportation to aid in the financing of increased funding for **hybrid buses for** this project, and

Kealey Salomon, Commissioner of Planning, stated that there were four hybrid vehicles out of 47 buses the county currently had.

Roll call on the amendment resulted as follows:

AYES:	8	Jeter-Jackson, Roman, Perkins, White, Tyner, Amparo, Traudt, Doxsey
NAYS:	16	
ABSENT:	1	Horton

Motion defeated.

Legislator Perkins made a motion to amend the resolution, duly seconded to add the following:

RESOLVED, that fuel savings be considered when planning and purchasing new buses.

Roll call on the amendment resulted as follows:

AYES:	24	Amparo, Bolner, Borchert, Doxsey, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Tyner, Weiss, Wilkinson, White
NAYS:	0	
ABSENT:	1	Horton

The foregoing motion was adopted.

Roll call on the foregoing resolution resulted as follows:

AYES:	24	Amparo, Bolner, Borchert, Doxsey, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey,

MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Tyner, Weiss, Wilkinson, White

NAYS: 0

ABSENT: 1 Horton

Resolution adopted.

Public Works & Capital Projects

RESOLUTION NO. 2012331

RE: AUTHORIZING FILING OF SECTION 5307, 5309 AND 5317 GRANT APPLICATIONS FOR FEDERAL FISCAL YEAR 2013 WITH THE FEDERAL TRANSIT ADMINISTRATION FOR CAPITAL ASSISTANCE UNDER URBAN MASS TRANSPORTATION ACT OF 1964

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

WHEREAS, the Federal Transit Administration is authorized to make grants for mass transportation projects, and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including provision by it of the local share of project costs, and

WHEREAS, the Federal Transit Administration requires, in accord with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the Federal Transit Administration requirements thereunder, and

WHEREAS, it is the goal of the applicant that minority business enterprises be utilized according to the goals of the disadvantaged business enterprises (DBE) program in connection with mass transportation projects and that definite procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring contracts for construction, supplies, equipment or consultant and other services, and

WHEREAS, grant applications will be filed with the Federal Transit Administration for capital assistance under Section 5307, 5309 and 5317 will be up to $3,200,000 to be used to assist in funding Dutchess County Mass Transit for Preventive Maintenance for the fleet and facilities, Program Administration, Operating Assistance, Training Assistance, New Freedoms funding and Bond costs and interest, now, therefore, be it

RESOLVED, that the County Executive or his designee be and is hereby authorized to execute and file applications with the Federal Transit Administration for Sections 5307, 5309 and 5317 Capital project funds under the Urban Mass Transportation Act of 1964, as amended and to furnish such additional information as the Federal Transit Administration may require in connection with the applications, and be it further

RESOLVED, that the County Executive or his designee be and is hereby authorized to execute such grant agreements arising from such applications on behalf of Dutchess County with the Federal Transit Administration to aid in the financing of capital

projects pursuant to Sections 5307, 5309 and 5317 of the Urban Mass Transportation Act of 1964, as amended, and be it further

RESOLVED, that the County Executive or his designee be and is hereby authorized to set forth and execute affirmative action minority business policies in connection with the projects' procurement needs, and be it further

RESOLVED, that the County Executive or his designee be and is hereby authorized to receive on behalf of the County, financial assistance for capital projects pursuant to Sections 5307, 5309 and 5317 of the Urban Mass Transportation Act of 1964, as amended.

CA-231-12
ADR/ca/G-0179/C-4097
11/9/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

This resolution authorizes the county to apply for and accept a total of up to $3,200,000 from the Federal Transit Administration and $331,250 from the New York State Department of Transportation in 2013. This funding requires a County spending match which has been included in the 2013 operating budget for preventive maintenance for the fleet and facilities, program administration, operating assistance, training assistance, and bond costs and interest.

Prepared by: Cynthia Ruiz, Transit Administrator

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Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 22 - Town of Beekman	Hutchings (C)		

Present: 12 **Resolution:** ✓ **Total :** 12 Yes 0 No

Absent: 0 **Motion:** ____ **Abstentions:** 0

Vacant: 0

2012331 AUTHORIZING FILING OF SECTION 5307, 5309, AND 5317 GRANT APPLICATION FOR FEDERAL FISCAL YEAR 2013 WITH THE FEDERAL TRANSIT ADMINISTRATION FOR CAPITAL ASSISTANCE UNDER URBAN MASS TRANSPORTATION ACT OF 1964

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012331 AUTHORIZING FILING OF SECTION 5307, 5309, AND 5317 GRANT APPLICATION FOR FEDERAL FISCAL YEAR 2013 WITH THE FEDERAL TRANSIT ADMINISTRATION FOR CAPITAL ASSISTANCE UNDER URBAN MASS TRANSPORTATION ACT OF 1964

Date: 12/6/12

RESOLUTION NO. 2012332

RE: AUTHORIZING GRANT AGREEMENTS WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR MATCHING FUNDS FOR FTA SECTION 5307, 5309 AND 5317 FUNDS FOR 2013

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

WHEREAS, a Resolution to authorize the filing of grant applications with the Federal Transit Administration for capital assistance under the Urban Mass Transportation Act of 1964, as amended, is being filed concurrently with this resolution, and

WHEREAS, the State matching portion of the grants for capital assistance under Sections 5307, 5309 and 5317 will be up to $331,250 for Preventive Maintenance of fleet and facilities, Program Administration, Operating Assistance, Training Assistance, New Freedoms funding, Bond costs and interest, and

WHEREAS, the Commissioner of Planning and Development will be advised that the Federal Transit Administration will grant funds to Dutchess County under Section 5307, 5309 and 5317 to fund these projects, and

WHEREAS, State Mass Transportation Capital Aid is available to fund projects approved by the Commissioner of Transportation, and

WHEREAS, Dutchess County desires to advance these projects by making a commitment of advance funding of the non-local share and funding of the full local share of the costs associated with these projects, now, therefore, be it

RESOLVED, that the County Executive be and he is hereby authorized to execute any necessary agreements arising from such applications on behalf of Dutchess County with the New York State Department of Transportation to aid in the financing of capital projects.

CA-232-12
ADR/ca/G-0179/C-5195
11/9/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

This resolution authorizes the county to apply for and accept a total of up to $3,200,000 from the Federal Transit Administration and $331,250 from the New York State Department of Transportation in 2013. This funding requires a County spending match which has been included in the 2013 operating budget for preventive maintenance for the fleet and facilities, program administration, operating assistance, training assistance, and bond costs and interest.

Prepared by: Cynthia Ruiz, Transit Administrator

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Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 22 - Town of Beekman	Hutchings (C)		

Present: 12 **Resolution:** ✓ **Total :** 12 (Yes) 0 (No)

Absent: 0 **Motion:** ___ **Abstentions:** 0

Vacant: 0

2012332 AUTHORIZING GRANT AGREEMENTS WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR MATCHING FUNDS FOR FTA SECTION 5307, 5309, AND 5317 FUNDS FOR 2013

Date: 12/4/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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: ____ **Resolution:** ____ **Total :** _____ _____

Absent: ____ **Motion:** ____ **Yes** **No**

Vacant: ____ **Abstentions:** ____

2012332 AUTHORIZING GRANT AGREEMENTS WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR MATCHING FUNDS FOR FTA SECTION 5307, 5309, AND 5317 FUNDS FOR 2013

Date: 12/6/12

Public Works & Capital Projects

RESOLUTION NO. 2012333

RE: AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE AIRPORT (EA.5610)

LEGISLATORS ROLISON, HUTCHINGS, FLESLAND, and BOLNER offers the following and moves its adoption:

WHEREAS, the Acting Commissioner of Public Works has advised that the Interim Airport Director has requested additional funds in order to purchase AvGas fuel for resale as the projection for 2012 will not meet current anticipated needs, and

WHEREAS, the Acting Commissioner of Public Works requests additional funds be appropriated to meet these needs, and

WHEREAS, it is necessary to amend the 2012 Adopted County Budget to meet these needs, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2012 Adopted County Budget as follows:

APPROPRIATIONS
Increase

EA.5610.5901	AvGas for Resale	$ 35,000

REVENUES
Increase

EA.5610.17760.01	AvGas	$ 35,000

CA-228-12
CAB/ca/G-103
11/7/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS
(To be completed by requesting department)

Total Current Year Cost $ 35,000

Total Current Year Revenue and Source $ 85,176

Resale of AvGas fuel

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

Identify Line Items(s):
EA.5610.5901

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
The budget must remain in balance. Therefore, amendments for the expense and revenue are equal, however revenues realized will exceed the budget estimate. SLA

Prepared by: Brenda-Jean Fulling

Dvl.pdf

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Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 18 - City of Beacon	Forman (VC)		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 22 - Town of Beekman	Hutchings (C)		

Present: 12 **Resolution:** ✓ **Total :** 12 Yes 0 No

Absent: 0 **Motion:** ___ **Abstentions:** 6

Vacant: 0

2012333 AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE AIRPORT (EA5610)

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 23 (Yes) 1 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012333 AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE AIRPORT (EA5610)

Date: 12/6/12

Discussion on Resolution No. 2012333 resulted as follows:

Roll call on the foregoing resolution resulted as follows:

AYES:	23	Amparo, Bolner, Borchert, Doxsey, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Weiss, Wilkinson, White
NAYS:	1	Tyner
ABSENT:	1	Horton

Resolution adopted.

PUBLIC SAFETY

RESOLUTION NO. 2012334

RE: CONFIRMING APPOINTMENT OF THOMAS ANGELL AS PUBLIC DEFENDER

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

WHEREAS, Thomas Angell has served as Dutchess County Acting Public Defender since February 7, 2011 when Public Defender David Goodman retired, and

WHEREAS, County Executive Marcus J. Molinaro has determined that Thomas Angell has well executed the responsibilities of Acting Public Defendant, and

WHEREAS, pursuant to Article XIII, Section 13.01 of the Dutchess County Charter, County Executive Marcus J. Molinaro now appoints Thomas Angell as Public Defender, effective January 1, 2013, now, therefore, be it

RESOLVED, that the appointment of Thomas Angell as Public Defender is confirmed effective January 1, 2013.

CA-199-12
JMF/ca/G-0186
10/22/12

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

334

Public Safety Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*	absent	
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 9 - City of Poughkeepsie	White		
District 12 - Town of East Fishkill	Weiss	absent	
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

Present: 10 **Resolution:** ✓ **Total :** 10 Yes 0 No

Absent: 2 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012334 CONFIRMING APPOINTMENT OF THOMAS ANGELL AS PUBLIC DEFENDER

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012334 CONFIRMING APPOINTMENT OF THOMAS ANGELL AS PUBLIC DEFENDER

Date: 12/6/12

Public Safety

RESOLUTION NO. 2012335

RE: GRANTING SICK LEAVE AT HALF PAY TO BENEDETTO SCAFFIDI-FONTI, AN EMPLOYEE OF THE DUTCHESS COUNTY JAIL

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

WHEREAS, Benedetto Scaffidi-Fonti has been an employee of the Dutchess County Jail since June 21, 2010, and

WHEREAS, Benedetto Scaffidi-Fonti has been notified by his treating physician that he should not return to his full time position at this time, and

WHEREAS, Benedetto Scaffidi-Fonti was granted thirty days half-pay sick leave by the Sheriff for the period terminating December 15, 2012, and

WHEREAS, the Commissioner of Human Resources has reviewed the recommendation of the Sheriff that Benedetto Scaffidi-Fonti is entitled to sick leave at half pay and concurs with said recommendation, and

WHEREAS, it is estimated that Benedetto Scaffidi-Fonti will be capable of returning to work on or before January 15, 2013, now, therefore, be it

RESOLVED, that Benedetto Scaffidi-Fonti receive half pay sick leave effective December 16, 2012 until January 13, 2013, or until his return to work, whichever is sooner.

CA-237-12
KPB/ca/G-175
11/20/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 1,028

Total Current Year Revenue $ _____
and Source

2012: 11 days, $1,027.84
2013: 10 days, $934.40
Total: 21 days, $1,962.24

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 Wlands, Senior Personnel Technician

Dut.pdf

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Public Safety Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 9 - City of Poughkeepsie	White		
District 12 - Town of East Fishkill	Weiss	absent	
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

Present: 11 **Resolution:** ___ **Total :** 11 (Yes) 0 (No)

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

DB / AF

Motion "Executive Session"

AF / DB

Return to Reg Session

2012335
12/4/12

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Public Safety Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 9 - City of Poughkeepsie	White		
District 12 - Town of East Fishkill	Weiss	absent	
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

Present: 11 **Resolution:** ✓ **Total :** 11 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012335 GRANTING SICK LEAVE AT HALF PAY TO BENEDETTO SCAFFIDI-FONTI, AN EMPLOYEE OF THE DUTCHESS COUNTY JAIL

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 Yes 0 No

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012335 GRANTING SICK LEAVE AT HALF PAY TO BENEDETTO SCAFFIDI-FONTI, AN EMPLOYEE OF THE DUTCHESS COUNTY JAIL

Date: 12/6/12

Family & Human Services

RESOLUTION NO. 2012336

RE: REAPPOINTMENT TO THE DUTCHESS COUNTY BOARD OF HEALTH

LEGISLATORS BORCHERT, BOLNER, KELSEY, and SERINO offer the following and move its adoption:

WHEREAS, the Dutchess County Board of Health is compiled of members appointed pursuant to the provisions of the Dutchess County Charter and the New York State Public Health Law ; and

WHEREAS, by Resolution No.2012197 dated September 10, 2012, the Dutchess County Legislature appointed Lobsang T. Lhungay, M.D., to a vacancy which existed on the Board of Health; and

WHEREAS, the term is to expire on December 13, 2012; and

WHEREAS, Lobsang T. Lhungay, M.D., has expressed an interest in being reappointed to the Board for a full term; now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby reappoint Lobsang T. Lhungay, M.D., said term commencing January 1, 2013, and expiring as set forth below, as a member of the Dutchess County Board of Health.

Reappointment		**Term Expires**
Lobsang T. Lhungay, M.D. 23 Manor Drive Poughkeepsie, NY 12603 (Physician Appointment)	APPROVED MARCUS J. MOLINARO COUNTY EXECUTIVE Date 12/11/2012	December 31, 2018

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Family and Human Services Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 4 - Town of Hyde Park	Serino (VC)		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner (C)		
District 21 - Town of East Fishkill	Horton		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

Present: 12 **Resolution:** ✓ **Total :** 12 Yes 0 No

Absent: 6 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012336 REAPPOINTMENT TO THE DUTCHESS COUNTY BOARD OF HEALTH

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012336 REAPPOINTMENT TO THE DUTCHESS COUNTY BOARD OF HEALTH

Date: 12/6/12

FAMILY/HUMAN SERVICES

RESOLUTION NO. 2012337

RE: AUTHORIZING ACCEPTANCE OF FUNDING UNDER THE WORKFORCE INVESTMENT ACT OF 1998 AND THE TRADE ADJUSTMENT ASSISTANCE ACT

Legislators BOLNER, SERINO, HORTON, and PERKINS offer the following and moves its adoption:

WHEREAS, the United States Congress enacted the Workforce Investment Act of 1998 (WIA) and 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 2010 TAA funding for the period 10/01/09 through 9/30/12; for the operation of FY 2011 TAA funding for the period 10/01/10 through 9/30/13; for the operation of PY 2012 Title 1B Administration funding for the period of 07/01/12 through 06/30/14; for the operation of PY 2012 Title 1B Adult funding for the period of 07/01/12 through 06/30/14; and for the operation of PY 2012 Title 1B Dislocated Worker funding for the period of 07/01/12 through 06/30/14, 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 and TAA Programs and amend the following accounts:

APPROPRIATIONS
Increase (Decrease)

2010		
CD6292.2010.4813	TAA Participant Funding	$ (45,942)
2011		
CD6292.2011.4813	TAA Participant Funding	3,623
2012		
CD6292.2012.4804	T-1B Administration	89,497
2012		
CD6292.2012.4801	T-1B Adult	444,968
2012		
CD6292.2012.4802	T-1B Dislocated Worker	360,501
		$ 852,647

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date _____

REVENUES
Increase (Decrease)

2010		
CD6292.2010.47910.22	TAA Participant Funding	$ (45,942)
2011		
CD6292.2011.47910.22	TAA Participant Funding	3,623
2012		
CD6292.2012.47910.04	T-1B Administration	89,497
2012		
CD6292.2012.47910.01	T-1B Adult	444,968
2012		
CD6292.2012.47910.03	T-1B Dislocated Worker	360,501
		$ 852,647

CA-233-12
LK/CRC/ca/G-1263
11/9/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 852,647

Total Current Year Revenue $ 852,647
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: Laraine Kautz, Executive Director - Dutchess County Workforce Investment Board

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 2010 funding for the period (10/01/09 through 09/30/12).

Program Year 2011 funding for the period (10/01/10 through 09/30/13).

CFDA# 17.245

TAA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
FY10			
Training	$ 724,289.15	$(45,942.37)	$ 678,346.78
Job Search	$ 211.00	$ 0.00	$ 211.00
Relocation	$ 4,833.85	$ 0.00	$ 4,833.85
FY11			
Training	$ 54,201.45	$(12,002.50)	$ 42,198.95
Relocation	$ 4,260.00	$ 0.00	$ 4,260.00

Approved By: Karen A Coleman

Karen A. Coleman

Deputy Commissioner for Workforce Development

Dated: 10/15/2012

New York State Department of Labor
Andrew M. Cuomo, *Governor*
Peter M. Rivera, *Commissioner*

October 23, 2012

Mr. Marcus J. Molinaro
County Executive
Dutchess County
Dutchess County Office Building
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dear Mr. Molinaro:

Attached is a Notice of Obligational Authority (NOA) for LWIA– Dutchess County distributing the balance of Program Year (PY) 2012 formula funds.

This NOA identifies the balance of funding available for the PY 2012 Title 1B Adult and Dislocated Worker programs. These funds are available for use for the period July 1, 2012 - June 30, 2014.

Any questions concerning this information should be directed to Ms. Nancy Bell, State Representative at 518-457-0201.

Sincerely,

Karen A. Coleman

Karen A. Coleman
Deputy Commissioner
for Workforce Development

Attachment

cc: Ms. Heidi Seelbach-Budd
Ms. Susan Newhouse
Ms. Nancy Bell
Ms. Laraine Kautz
Mr. Jacob Pollak
Ms. Delores Caruso

Phone: (518) 457-4317
W. Averell Harriman State Office Campus
Building 12, Room 590, Albany, NY 12240

NOTICE OF OBLIGATIONAL AUTHORITY LWIA# 60 NOA #PY12- 3

LWIA: Dutchess County

Grantee:
Marcus J. Molinaro
County Executive, Dutchess County

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

This NOA authorizes Program Year 2012 funding for the period (07/01/12 through 6/30/14), except Youth (04/01/12 through 6/30/14.)

NYSDOL Contact: Nancy Bell TELEPHONE: (518) 457-0201

WIA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-IB Youth	$573,390.00	$0.00	$573,390.00
CFDA# 17.258,17.259,17.278 T-1B Admin	$78,670.90	$89,496.60	$168,167.50
CFDA# 17.258 T-1B Adult	$38,857.50	$444,968.10	$483,825.60
CFDA# 17.278 T-1B Dislocated Worker	$95,790.60	$360,501.30	$456,291.90

Approved by: Karen A. Coleman 10/23/12

Karen A. Coleman
Deputy Commissioner for Workforce Development

New York State Department of Labor
Andrew M. Cuomo, *Governor*
Peter M. Rivera, *Commissioner*

October 31, 2012

Marcus J. Molinaro
County Executive
Dutchess County
Dutchess County Office Building
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dear Mr. Molinaro:

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

Karen A. Coleman
Deputy Commissioner
for Workforce Development

Attachment(s)
cc: Ms. Heidi Seelbach-Budd
Ms. Susan Newhouse
Ms. Nancy Bell
Ms. Laraine Kautz
Mr. Jacob Pollak
Ms. Delores Caruso

Phone: (518) 457-4317
W. Averell Harriman State Office Campus
Building 12, Room 590, Albany, NY 12240

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 2010 funding for the period (10/01/09 through 09/30/12).

Program Year 2011 funding for the period (10/01/10 through 09/30/13).

CFDA# 17.245

TAA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
FY10			
Training	$ 678,346.78	$ 0.00	$ 678,346.78
Job Search	$ 211.00	$ 0.00	$ 211.00
Relocation	$ 4,833.85	$ 0.00	$ 4,833.85
FY11			
Training	$ 42,198.95	$ 15,625.00	$ 57,823.95
Relocation	$ 4,260.00	$ 0.00	$ 4,260.00

Approved By: Karen A. Coleman

Karen A. Coleman

Deputy Commissioner for Workforce Development

Dated: 10/31/2012

337

Family and Human Services Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 4 - Town of Hyde Park	Serino (VC)		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner (C)		
District 21 - Town of East Fishkill	Horton		
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey		

Present: 12 **Resolution:** ✓ **Total :** 12 Yes 0 No

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012337 AUTHORIZING ACCEPTANCE OF FUNDING UNDER THE WORKFORCE INVESTMENT ACT OF 1998 AND THE TRADE ADJUSTMENT ASSISTANCE ACT

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012337 AUTHORIZING ACCEPTANCE OF FUNDING UNDER THE WORKFORCE INVESTMENT ACT OF 1998 AND THE TRADE ADJUSTMENT ASSISTANCE ACT

Date: 12/6/12

Government Svs. & Administration

RESOLUTION NO. 2012338

RE: APPOINTMENT OF DEMOCRATIC ELECTIONS COMMISSIONER -

Legislators JETER-JACKSON and MAC AVERY offer the following and move its adoption:

WHEREAS, the position of Democratic Elections Commissioner is up for appointment for a term of two years, effective January 1, 2013, and

WHEREAS, is the recommendation of the Democratic Caucus, now, therefore, be it

RESOLVED, that be appointed to the position of Democratic Elections Commissioner effective January 1, 2013, with the term expiring December 31, 2014.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Pulled by Sponsor 338

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacor	MacAvery*		
District 9 - City of Poughkeepsie	White (VC)		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		

Present: ____ **Resolution:** ____ **Total :** _____ _____

Absent: ____ **Motion:** ____ **Yes** **No**

Vacant: ____ **Abstentions:** _____

2012338 APPOINTMENT OF DEMOCRATIC ELECTIONS COMMISSIONER -

Date: 12/4/12

Discussion on Resolution No. 2012333 resulted as follows:

Roll call on the foregoing resolution resulted as follows:

AYES:	23	Amparo, Bolner, Borchert, Doxsey, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Weiss, Wilkinson, White
NAYS:	1	Tyner
ABSENT:	1	Horton

Resolution adopted.

Environment
Revised

RESOLUTION NO. 2012339

RE: COUNTY LEGISLATURE APPOINTMENTS AND REAPPOINTMENT TO THE DUTCHESS COUNTY PLANNING BOARD

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

WHEREAS, Section 12.03 of the Duchess County Charter, as amended, empowers the Dutchess County Legislature to make four appointments to the Dutchess County Planning Board for the purpose of filling new appointments and vacancies thereon, now, therefore, be it

RESOLVED, that the following individuals be appointed and reappointed as volunteers without compensation, except for reimbursement of official travel performed to pursue their duties:

APPOINTMENTS	TERM EXPIRES
Edward P. Hauser 118 Hurds Corners Road Pawling, NY 12564	12/31/2014
Jill Way 20 Jeans Drive P.O. Box 674 Wingdale, NY 12594	12/31/2014
Sean Kearney 115 Lookout Pass Stormville, NY 12582	12/31/2014

REAPPOINTMENT

Warren Temple Smith 65 Livingston Street Rhinebeck, New York 12572	12/31/2014

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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Environment Committee Roll Call

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

Present: 12 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** _____

2012339 COUNTY LEGISLATURE APPOINTMENTS AND REAPPOINTMENT TO THE DUTCHESS COUNTY PLANNING BOARD

Date: 12/4/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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:** ✓ (w) **Total :** 24 Yes 0 No

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT

Remove Kearney failed for lack of a second

12.6.12

2012339

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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: ____ **Resolution:** ____ **Total :** ____ ____

Absent: ____ **Motion:** ____ **Yes** **No**

Vacant: ____ **Abstentions:** ____

RW / AF

Call the Question

12·6·12

2012339

Roll Call Sheets

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

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012339 COUNTY LEGISLATURE APPOINTMENTS AND REAPPOINTMENT TO THE DUTCHESS COUNTY PLANNING BOARD

Date: 12/6/12

Discussion on Resolution No. 2012339 resulted as follows:

Legislator Tyner made a motion to remove Sean Kearney from the resolution

Legislator Weiss called the question, duly seconded, and carried with Legislator Tyner being the only no vote.

Roll call on the foregoing resolution resulted as follows:

AYES:	22	Amparo, Bolner, Borchert, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Weiss, Wilkinson, White
NAYS:	2	Doxsey, Tyner
ABSENT:	1	Horton

Resolution adopted.

RESOLUTION NO. 2012340

RE: INCREASE AWARENESS OF DUTCHESS COUNTY RESIDENTS TOWARDS ENERGY COST SAVINGS THAT ARE AVAILABLE WITH 'THE HOME PERFORMANCE WITH ENERGY STAR PROGRAM' THROUGH NYSERDA.

Legislators PERKINS, TYNER, BORCHERT, FLESLAND, TRAUDT, PERKINS, HORTON, and SERINO offer the following and move its adoption:

WHEREAS, the Home Performance with ENERGY STAR® program offers free or reduced-cost comprehensive home energy assessments, also referred to as energy audits, to income-eligible owners of 1- to 4-unit residential buildings, and

WHEREAS, Dutchess County residents with combined household incomes less than $175,000 annually are eligible for 100%-free energy audits from NYSERDA because of the Green Jobs Green New York Act of 2009, and

WHEREAS, interested homeowners need apply providing summaries of the annual electric and heating usage for their buildings (utility bills listing annual usage and/or a 12-24 month summary from an oil, propane, or other heating fuel vendors), and

WHEREAS, participating Building Performance Institute (BPI) Accredited Home Performance Contractors can provide home assessments to identify energy saving opportunities, looking for repairs and upgrades (air sealing, insulation, new boilers, etc.) that can pay for themselves through energy savings in an 8 - 10 year window, and

WHEREAS, the work can be paid for by the Green New York fund, and homeowners are able to pay the fund back through payments on their electric bills, and therefore be it

RESOLVED, that the Dutchess County Legislature requests that a link to energy audit information and NYSERDA application be listed prominently on the County's Home Page for minimum of one month and after that time the energy audit information and link shall be accessible through the Home Page "Service Areas" directory, and be it further

RESOLVED, that a copy of this resolution be sent to our County Executive and our county's Departments of Planning and Development and Office of Computer Information Systems to consider how they might additionally publicize and promote this opportunity to the residents of Dutchess County.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/14/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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Environment Committee Roll Call

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

Present: ~~12~~ 9 **Resolution:** ✓ **Total :** 9 Yes 0 No

Absent: ~~9~~ 3 (a) **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012340 INCREASE AWARENESS OF DUTCHESS COUNTY RESIDENTS TOWARDS ENERGY COST SAVINGS THAT ARE AVAILABLE WITH 'THE HOME PERFORMANCE WITH ENERGY STAR PROGRAM' THROUGH NYSERDA.

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012340 INCREASE AWARENESS OF DUTCHESS COUNTY RESIDENTS TOWARDS ENERGY COST SAVINGS THAT ARE AVAILABLE WITH 'THE HOME PERFORMANCE WITH ENERGY STAR PROGRAM' THROUGH NYSERDA.

Date: 12/6/12

Environment

RESOLUTION NO. 2012341

RE: AUTHORIZING THE FINANCE DEPARTMENT TO AMEND COMMUNITY DEVELOPMENT ACCOUNT FOR SECTION 108 LOAN REPAYMENTS

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

WHEREAS, the County is a participant in the Community Development Block Grant Program pursuant to the Housing and Community Development Act, and

WHEREAS, pursuant to the Program, the County makes loans known under the Program as Section 108 Loans, to qualified business owners for creation or expansion of their businesses, who repay the loans to the County, and

WHEREAS, by Resolution No. 144 of 1994, the Commissioner of Finance was directed to establish a Community Development account, which account has from time to time been amended, and

WHEREAS, loan repayments received by the County have exceeded the amount appropriated to date and it is necessary to appropriate additional funds, now, therefore, be it

RESOLVED, that the Commissioner of Finance is hereby authorized and directed to amend the In-House Loans Community Development Account as follows:

APPROPRIATIONS
Increase

CD.8668.2705.4404	Rehab Loans & Grants	$28,000

REVENUES
Increase

CD.8668.21700.00	Community Dev. General	$28,000

CA-230-12
ca/G-0179
11/8/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 28,000

Total Current Year Revenue and Source $ 28,000

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

Identify Line Items(s):
CD.8668.2705.4404/CD.8668.21700.00

Related Expenses: Amount $ 0

Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $0

Over Five Years: $0

Additional Comments/Explanation:

Prepared by: Patricia Longbard, Accounting Clerk, Department of Planning & Development

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Environment Committee Roll Call

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

Present: ~~12~~ 9 **Resolution:** ✓ **Total :** 9 Yes 0 No

Absent: 03 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012341 AUTHORIZING THE FINANCE DEPARTMENT TO AMEND COMMUNITY DEVELOPMENT ACCOUNT FOR SECTION 108 LOAN REPAYMENTS

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012341 AUTHORIZING THE FINANCE DEPARTMENT TO AMEND COMMUNITY DEVELOPMENT ACCOUNT FOR SECTION 108 LOAN REPAYMENTS

Date: 12/6/12

Environment

RESOLUTION NO. 2012342

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO A FINDING OF ENVIRONMENTAL SIGNIFICANCE FOR THE ACQUISITION OF A CONSERVATION EASEMENT FOR THE BOS HAVEN FARM LOCATED IN THE TOWN OF UNION VALE AND THE TOWN OF WASHINGTON, DUTCHESS COUNTY, NEW YORK.

Legislators TRAUDT, SURMAN, BORCHERT, BOLNER, HUTCHINGS, KELSEY, HORTON, and MICCIO offer the following and move its adoption:

WHEREAS, this Legislature is currently considering the acquisition of a conservation easement of approximately 176.58 acres for the Bos Haven Farm which is located on Camby Road in the Town of Union Vale and the Town of Washington, Dutchess County, New York (Tax Grid No. 6763-00-113166), and

WHEREAS, pursuant to Resolution No. 208222 Part 1 of a Full Environmental Assessment Form was circulated to the involved agencies with a Notice of Intent indicating Dutchess County wanted to serve as lead agency, and

WHEREAS, 6 NYCRR 617 requires the designation of a lead agency from among the involved agencies before a determination of significance can be made, and

WHEREAS, the involved agencies have consented to Dutchess County assuming lead agency status, and

WHEREAS, it is the purpose of this Resolution to formalize and establish Dutchess County as the lead agency, which will directly undertake and coordinate this project pursuant to the New York State Environmental Quality Review Act, now, therefore, be it

RESOLVED, Dutchess County hereby assumes lead agency status with respect to authorization of the acquisition of a conservation easement for the Bos Haven Farm in the Town of Union Vale and the Town of Washington, Dutchess County, New York.

CA-242-12
ADR/kvh/
R-0837
12/7/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

342

Environment Committee Roll Call

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

Present: ~~12~~ 9 **Resolution:** ✓ **Total :** 9 Yes 0 No

Absent: 0 3 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012342 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO A FINDING OF ENVIRONMENTAL SIGNIFICANCE FOR THE ACQUISITION OF A CONSERVATION EASEMENT FOR THE BOS HAVEN FARM LOCATED IN THE TOWN OF UNION VALE AND THE TOWN OF WASHINGTON, DUTCHESS COUNTY, NEW YORK

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012342 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO A FINDING OF ENVIRONMENTAL SIGNIFICANCE FOR THE ACQUISITION OF A CONSERVATION EASEMENT FOR THE BOS HAVEN FARM LOCATED IN THE TOWN OF UNION VALE AND THE TOWN OF WASHINGTON, DUTCHESS COUNTY, NEW YORK

Date: 12/6/12

Environment

RESOLUTION NO. 2012343

RE: ADOPTION OF NEGATIVE DECLARATION AUTHORIZING ACQUISITION OF CONSERVATION EASEMENT FOR THE BOS HAVEN FARM IN THE TOWN UNION VALE AND THE TOWN OF WASHINGTON, DUTCHESS COUNTY, NEW YORK

Legislators TRAUDT, SURMAN, BORCHERT, BOLNER, HUTCHINGS, KELSEY, HORTON, and MICCIO offer the following and move its adoption:

WHEREAS, this Legislature is currently considering the acquisition of a conservation easement of 176.58 acres on the Bos Haven Farm which is located on Camby Road, Verbank, in the Town of Union Vale and the town of Washington, Dutchess County, New York and

WHEREAS, approval of such constitutes an action subject to the State Environmental Quality Review Act, and

WHEREAS, the Department of Planning and Development has prepared a Full Environmental Assessment Form which concludes that the proposed Program constitutes: (1) a Type I action pursuant to Article VIII of the New York State Environmental Quality Review Act and Part 617 of the NYCRR (SEQR); and (2) will not have a significant adverse impact on the environment, and

WHEREAS, it is the purpose of this Legislature in adopting this Resolution to adopt and confirm those findings, and

WHEREAS, a true copy of the Full Environmental Assessment Form and the Negative Declaration reflecting the finding of non-significance are annexed hereto and made a part hereof, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the Full Environmental Assessment Form and Negative Declaration concluding that acquisition of a conservation easement on the Bos Haven Farm in the Town of Union Vale and the town of Washington, Dutchess County, New York will not have a significant adverse impact on the environment.

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

CA-241-12
ADR/kvh R-0837
12/7/12
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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Environmental review of the proposed Bos Haven Farm acquisition has no fiscal impact.

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

12-12-79 (3/99)-9c

SEQR

State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number Date:

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The County of Dutchess as lead agency, has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Impact Statement will not be prepared.

Name of Action:

Partial Funding, Purchase of Conservation Easement, Bos Haven Farm, Town of Union Vale, County of Dutchess.

SEQR Status: Type 1 ☑
Unlisted ☐

Conditioned Negative Declaration: ☐ Yes
☐ No

Description of Action:

Partial funding by Dutchess County of the purchase of the development rights on a 176.58-acre portion of the property known as Bos Haven Farm located on Camby Road in the Town of Union Vale. A conservation easement will be placed on the property and held by Dutchess Land Conservancy. The New York State Department of Agriculture and Markets will provide a Farmland Protection Implementation Grant (FPIG) in the amount of $814,877 toward the total acquisition cost of $1,300,719. The Dutchess County Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program will contribute $331,434 toward the purchase; the Town of Union Vale will contribute $129,408, and Dutchess Land Conservancy will contribute $25,000 in in-kind services.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

Camby Road, Town of Union Vale

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

Bos Haven Farms is one of the premiere dairy farms in Dutchess County, with a high concentration of prime farmland and a record of careful implementation of conservation farming methods. It is located within the Sprout Creek core farm area, designated as one of the County's most important agricultural areas. Bos Haven is also considered to be the farm in this vital core area that is most vulnerable to potential development. At the same time, Bos Haven is close to a high concentration of protected lands that will help insure its longevity as a farm operation. An agricultural conservation easement will keep this property available for long term agricultural use and prevent the negative impacts that would inevitably result from the conversion of this working landscape to residential development.

Following a review of the project application and a site visit, the Dutchess County Planning Board voted to recommend approval by the Legislature of a matching grant for the acquisition of development rights on Bos Haven Farm. The recommendation was based on the project's consistency with the Criteria included in the enabling PMG legislation as well as with the Dutchess County Agriculture and Farmland Protection Plan; Directions, the Plan for Dutchess County; and Greenway Connections, Greenway Compact Program and Guides for Dutchess County Communities.

This acquisition is the result of a funding partnership with the NYS Department of Agriculture and Markets providing a $814,877 FPIG award, the Town Union Vale $129,408, Dutchess County $331,434, and $25,000 in in-kind services from Dutchess Land conservancy.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of pubication In the ENB)

For Further Information:

Contact Person: Noela Hooper, Department of Planning and Development

Address: 27 High Street, Poughkeepsie NY 12601

Telephone Number: 845-486-3600

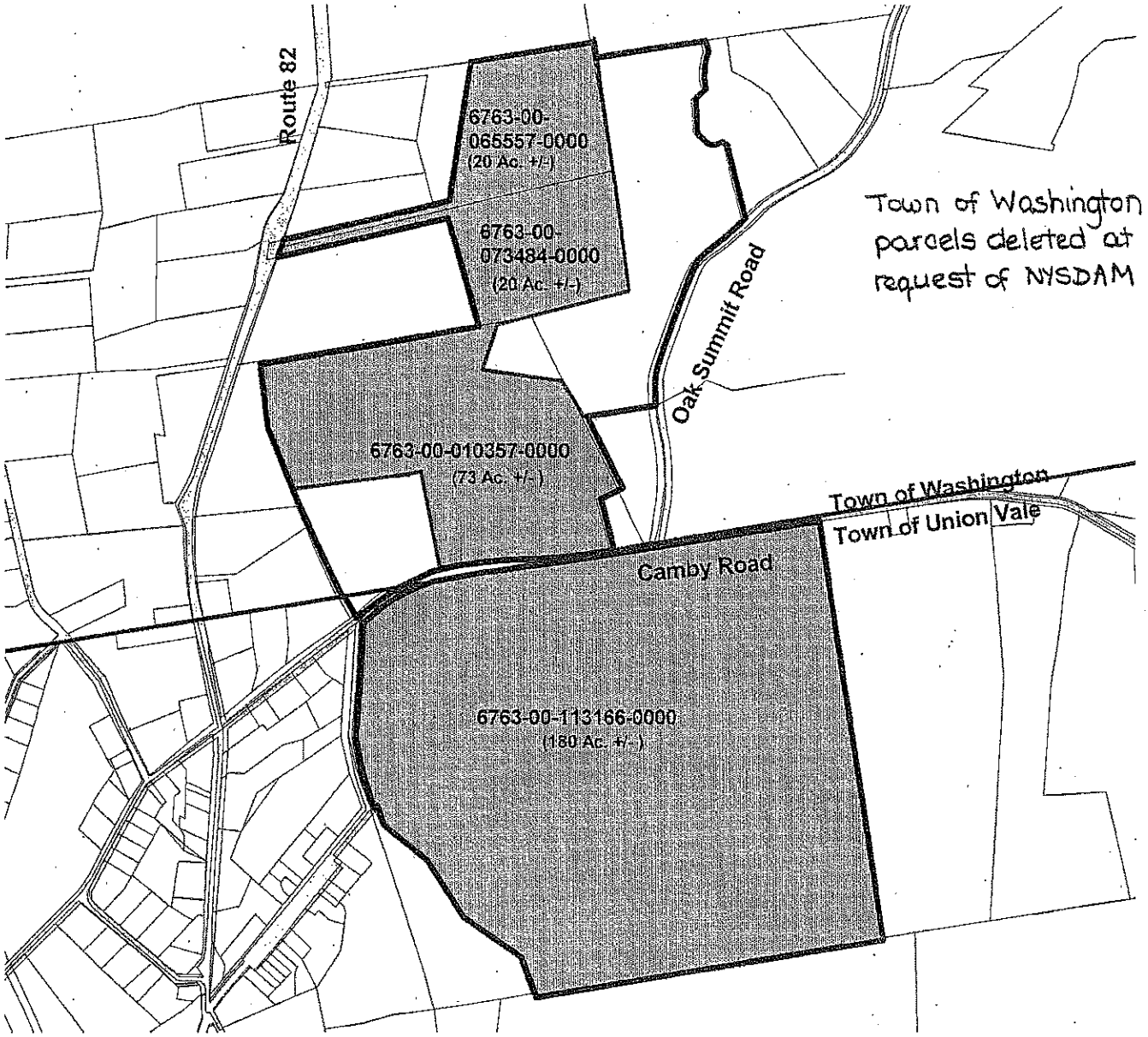
For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:

Chief Executive Officer , Town / City / Village of Union Vale

Other involved agencies (If any)

Applicant (If any)

Environmental Notice Bulletin, 625 Broadway, Albany NY, 12233-1750 (Type One Actions only)



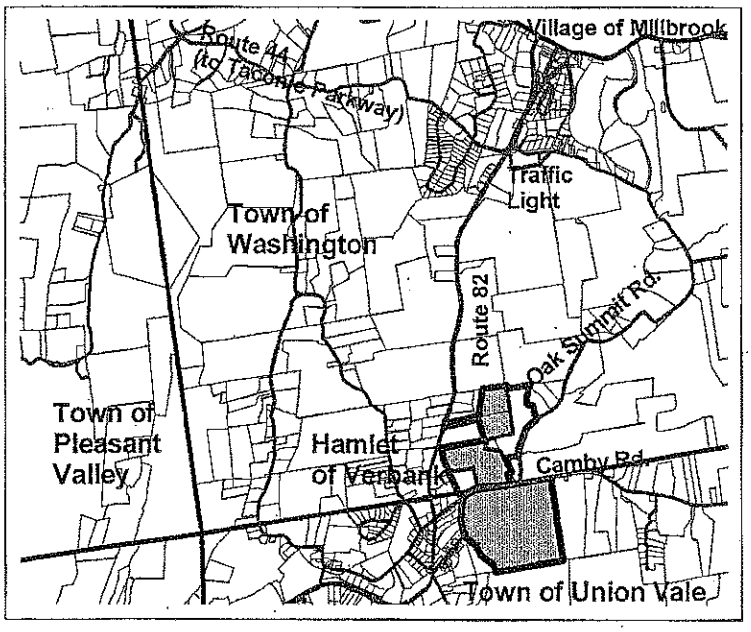
Blue shaded region indicates proposed conservation easement.

Form A - Part 2
Item #2 Map A
Location/ Tax Parcel Map
Bos Haven Farms

Camby and Oak Summit Roads
Towns of Union Vale and Washington
Dutchess County, NY

(270 Acres to be subject to easement)

500 0 500 1000 Feet



Area Map

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

Part 1: Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.

Part 2: Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.

Part 3: If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project: ☑ Part 1 ☑ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

☒ A. The project will not result in any large and important impact(s) and, therefore, is one which **will not** have a significant impact on the environment, therefore **a negative declaration will be prepared.**

☐ B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore **a CONDITIONED negative declaration will be prepared.***

☐ C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore **a positive declaration will be prepared.**

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Purchase of Agricultural Easement on Bos Haven Farm, Town of Union Vale, Dutchess County

Name of Action

Dutchess County

Name of Lead Agency

Kealy Salomon	Commissioner, Dept. of Planning & Development
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from responsible officer)

10/22/2012
Date

website

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable?** The reviewer is not expected to be an expert environmental analyst.

! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.

! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.

! The number of examples per question does not indicate the importance of each question.

! In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be **any** impact.

b. **Maybe** answers should be considered as **Yes** answers.

c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.

d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.

e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.

f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
Impact on Land			
1. Will the Proposed Action result in a physical change to the project site? NO ☒ YES ☐			
Examples that would apply to column 2			
• Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%.	☐	☐	☐ Yes ☐ No
• Construction on land where the depth to the water table is less than 3 feet.	☐	☐	☐ Yes ☐ No
• Construction of paved parking area for 1,000 or more vehicles.	☐	☐	☐ Yes ☐ No
• Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface.	☐	☐	☐ Yes ☐ No
• Construction that will continue for more than 1 year or involve more than one phase or stage.	☐	☐	☐ Yes ☐ No
• Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year.	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a santary landfill.	☐	☐	☐ Yes ☐ No
• Construction in a designated floodway.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

☒ NO ☐ YES

• Specific land forms:	☐	☐	☐ Yes ☐ No

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

☒ NO ☐ YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	☐	☐	☐ Yes ☐ No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	☐	☐	☐ Yes ☐ No
• Extension of utility distribution facilities through a protected water body.	☐	☐	☐ Yes ☐ No
• Construction in a designated freshwater or tidal wetland.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

4. Will Proposed Action affect any non-protected existing or new body of water?

☒ NO ☐ YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	☐	☐	☐ Yes ☐ No
• Construction of a body of water that exceeds 10 acres of surface area.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
5. Will Proposed Action affect surface or groundwater quality or quantity? ☒ NO ☐ YES			
Examples that would apply to column 2			
• Proposed Action will require a discharge permit.	☐	☐	☐ Yes ☐ No
• Proposed Action requires use of a source of water that does not have approval to serve proposed (project) action.	☐	☐	☐ Yes ☐ No
• Proposed Action requires water supply from wells with greater than 45 gallons per minute pumping capacity.	☐	☐	☐ Yes ☐ No
• Construction or operation causing any contamination of a water supply system.	☐	☐	☐ Yes ☐ No
• Proposed Action will adversely affect groundwater.	☐	☐	☐ Yes ☐ No
• Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity.	☐	☐	☐ Yes ☐ No
• Proposed Action would use water in excess of 20,000 gallons per day.	☐	☐	☐ Yes ☐ No
• Proposed Action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions.	☐	☐	☐ Yes ☐ No
• Proposed Action will require the storage of petroleum or chemical products greater than 1,100 gallons.	☐	☐	☐ Yes ☐ No
• Proposed Action will allow residential uses in areas without water and/or sewer services.	☐	☐	☐ Yes ☐ No
• Proposed Action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?
   ☒ NO ☐ YES

   Examples that would apply to column 2

	1	2	3
• Proposed Action would change flood water flows	☐	☐	☐ Yes ☐ No
• Proposed Action may cause substantial erosion.	☐	☐	☐ Yes ☐ No
• Proposed Action is incompatible with existing drainage patterns.	☐	☐	☐ Yes ☐ No
• Proposed Action will allow development in a designated floodway.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON AIR

7. Will Proposed Action affect air quality?
   ☒ NO ☐ YES

   Examples that would apply to column 2

	1	2	3
• Proposed Action will induce 1,000 or more vehicle trips in any given hour.	☐	☐	☐ Yes ☐ No
• Proposed Action will result in the incineration of more than 1 ton of refuse per hour.	☐	☐	☐ Yes ☐ No
• Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour.	☐	☐	☐ Yes ☐ No
• Proposed Action will allow an increase in the amount of land committed to industrial use.	☐	☐	☐ Yes ☐ No
• Proposed Action will allow an increase in the density of industrial development within existing industrial areas.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?
   ☒ NO ☐ YES

   Examples that would apply to column 2

	1	2	3
• Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site.	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	☐	☐	☐ Yes ☐ No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?
☒ NO ☐ YES

Examples that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	☐	☐	☐ Yes ☐ No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?
☒ NO ☐ YES

Examples that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	☐	☐	☐ Yes ☐ No
• Construction activity would excavate or compact the soil profile of agricultural land.	☐	☐	☐ Yes ☐ No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

Project will actually protect agricultural land use at this location.

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)
☒ NO ☐ YES

Examples that would apply to column 2

• Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	☐	☐	☐ Yes ☐ No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	☐	☐	☐ Yes ☐ No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?
☒ NO ☐ YES

Examples that would apply to column 2

• Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	☐	☐	☐ Yes ☐ No
• Any impact to an archaeological site or fossil bed located within the project site.	☐	☐	☐ Yes ☐ No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?
☒ NO ☐ YES

Examples that would apply to column 2

• The permanent foreclosure of a future recreational opportunity.	☐	☐	☐ Yes ☐ No
• A major reduction of an open space important to the community.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?
☒ NO ☐ YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

• Proposed Action to locate within the CEA?	☐	☐	☐ Yes ☐ No
• Proposed Action will result in a reduction in the quantity of the resource?	☐	☐	☐ Yes ☐ No
• Proposed Action will result in a reduction in the quality of the resource?	☐	☐	☐ Yes ☐ No
• Proposed Action will impact the use, function or enjoyment of the resource?	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change	

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

[■] NO [ ] YES

Examples that would apply to column 2

• Alteration of present patterns of movement of people and/or goods.	[ ]	[ ]	[ ] Yes	[ ] No
• Proposed Action will result in major traffic problems.	[ ]	[ ]	[ ] Yes	[ ] No
• Other impacts:	[ ]	[ ]	[ ] Yes	[ ] No

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

[■] NO [ ] YES

Examples that would apply to column 2

• Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality.	[ ]	[ ]	[ ] Yes	[ ] No
• Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use.	[ ]	[ ]	[ ] Yes	[ ] No
• Other impacts:	[ ]	[ ]	[ ] Yes	[ ] No

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

[■] NO [ ] YES

Examples that would apply to column 2

• Blasting within 1,500 feet of a hospital, school or other sensitive facility.	[ ]	[ ]	[ ] Yes	[ ] No
• Odors will occur routinely (more than one hour per day).	[ ]	[ ]	[ ] Yes	[ ] No
• Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures.	[ ]	[ ]	[ ] Yes	[ ] No
• Proposed Action will remove natural barriers that would act as a noise screen.	[ ]	[ ]	[ ] Yes	[ ] No
• Other impacts:	[ ]	[ ]	[ ] Yes	[ ] No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change

IMPACT ON PUBLIC HEALTH

18. Will Proposed Action affect public health and safety?
☒ NO ☐ YES

• Proposed Action may cause a risk of explosion or release of hazardous substances (i.e. oil, pesticides, chemicals, radiation, etc.) in the event of accident or upset conditions, or there may be a chronic low level discharge or emission.	☐	☐	☐ Yes ☐ No
• Proposed Action may result in the burial of "hazardous wastes" in any form (i.e. toxic, poisonous, highly reactive, radioactive, irritating, infectious, etc.)	☐	☐	☐ Yes ☐ No
• Storage facilities for one million or more gallons of liquefied natural gas or other flammable liquids.	☐	☐	☐ Yes ☐ No
• Proposed Action may result in the excavation or other disturbance within 2,000 feet of a site used for the disposal of solid or hazardous waste.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON GROWTH AND CHARACTER OF COMMUNITY OR NEIGHBORHOOD

19. Will Proposed Action affect the character of the existing community?
☒ NO ☐ YES

Examples that would apply to column 2

• The permanent population of the city, town or village in which the project is located is likely to grow by more than 5%.	☐	☐	☐ Yes ☐ No
• The municipal budget for capital expenditures or operating services will increase by more than 5% per year as a result of this project.	☐	☐	☐ Yes ☐ No
• Proposed Action will conflict with officially adopted plans or goals.	☐	☐	☐ Yes ☐ No
• Proposed Action will cause a change in the density of land use.	☐	☐	☐ Yes ☐ No
• Proposed Action will replace or eliminate existing facilities, structures or areas of historic importance to the community.	☐	☐	☐ Yes ☐ No
• Development will create a demand for additional community services (e.g. schools, police and fire, etc.)	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
◦ Proposed Action will set an important precedent for future projects.	☐	☐	☐ Yes ☐ No
◦ Proposed Action will create or eliminate employment.	☐	☐	☐ Yes ☐ No
◦ Other impacts:	☐	☐	☐ Yes ☐ No

Proposed conservation easement will prevent conversion of agricultural lands to residential development.

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

☒ NO ☐ YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

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Environment Committee Roll Call

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

Present: ~~12~~ 9
Absent: 0 3 @
Vacant: 0

Resolution: ✓
Motion: ___

Total : 9 (Yes) 6 (No)
Abstentions: 0

2012343 ADOPTION OF NEGATIVE DECLARATION AUTHORIZING ACQUISITION OF CONSERVATION EASEMENT FOR THE BOS HAVEN FARM IN THE TOWN UNION VALE AND THE TOWN OF WASHINGTON, DUTCHESS COUNTY, NEW YORK

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 Yes 0 No

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012343 ADOPTION OF NEGATIVE DECLARATION AUTHORIZING ACQUISITION OF CONSERVATION EASEMENT FOR THE BOS HAVEN FARM IN THE TOWN UNION VALE AND THE TOWN OF WASHINGTON, DUTCHESS COUNTY, NEW YORK

Date: 12/6/12

ENVIRONMENT

RESOLUTION NO. 2012344

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON BOS HAVEN FARM IN THE TOWN OF UNION VALE AND THE TOWN OF WASHINGTON, NEW YORK

Legislators TRAUDT, SURMAN, BORCHERT, BOLNER, HUTCHINGS, KELSEY, HORTON, MICCIO, and PERKINS offer the following and move its adoption:

WHEREAS, the County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 02/2008) for an award of grant funds through the Dutchess County Partnership for Manageable Growth/Open Space And Farmland Protection Matching Grant Program to partially fund the purchase of a conservation easement by the County of Dutchess and the Town of Union Vale of approximately 176.58 acres on Bos Haven Farm (Grid No. 6663-00-956262) located on Camby Road in the Town of Union Value and the Town of Washington, Dutchess County, New York which is not now subject to conservation easement, and

WHEREAS, a total contribution of up to $1,300,719.00, which includes closing and administration costs, shall be made towards the purchase of the agricultural conservation easement on the Property as follows:

* New York State Farmland Protection Implementation Grant (NYS FPIG) - $814,877.00
* Dutchess County - $331,434.00
* Town of Union Vale - $129,408.00
* Dutchess Land Conservancy (in kind) - $25,000.00; and

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, Inc. (DLC), which shall assume primary responsibility to monitor and enforce the easement; that the County and Town shall have third party enforcement rights; and that if it is ever extinguished, the County and Town shall share pro-rata in the proceeds therefore, and

WHEREAS, a real estate appraisal by James Waterhouse, ARA, dated May 6, 2008, and revised on August 22, 2011, which is on file with the Clerk to the Legislature supports the purchase price ($1,234,067.00) to be paid by the County and Town for the 176.58 acre Property, and

WHEREAS, the proposed Grant Agreement, is subject to various contingencies including approval and acceptance of the easement and related closing

documents (e.g. survey, title report and insurance) by the County and the Town and receipt by the County of the NYS FPIG referenced above and the Town contribution referenced above, now therefore be it

RESOLVED, that the County Executive is hereby authorized to execute the Grant Agreement and the Monitoring Agreement attached hereto, and be it further

RESOLVED, the County Executive is authorized to take such actions as are necessary and in accord with the requirements of the Dutchess County Partnership for Manageable Growth/Open Space Farmland Protection Matching Grant Program to complete the acquisition contemplated hereunder including changes to the grant and monitoring agreements and easement consistent with general program purposes, and be it further

RESOLVED, to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the applicable Capital Project Budget as follows:

APPROPRIATION		
Increase		
H0400.8020.3006.7000	Bos Haven	$1,146,311
Decrease:		
H0400.8020.3006	Easement/Conservation	$ 331,434
		$ 814,877
REVENUE		
H0400.8020.37970.01	Ag & Mrkts. Farmland Protection	$ 814,877

CA-243-12
Bos Haven/ADR-kvh
R-0837
12/7/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 1,146,311

Total Current Year Revenue $ 814,877
and Source

NYSDAM Farmland Protection Implementation Grant (FPIG)

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

Identify Line Items(s):

H0400.8020.3006.7000 Open Space Capital Project--Bos Haven

Related Expenses: Amount $ 0
Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $331,434
Over Five Years: $331,434

Additional Comments/Explanation:

The total cost of the Bos Haven acquisition is $1,300,719. Funding includes NYSDAM FPIG grant of $814,877 (62.6%), $129,408 (9.9%) contribution from the Town of Union Vale, $25,000 in-kind contribution from Dutchess Land Conservancy (1.9%), and $331,434 from Dutchess County (25.5%).

The source of County funds is a bond approved by the Legislature in 2008 to support the Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program.

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

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this day of , 20__, by and between **BOS HAVEN FARM, INC.** with an address of 79 Camby Road, Town of Union Vale, Verbank, Dutchess County, New York 12585, (the "Owner"), the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"), the **TOWN OF UNION VALE**, a municipal corporation with offices at 249 Duncan Road, LaGrangeville, New York 12540, (the "Town"), and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 2908 Route 44, Millbrook, New York 12545 (the "Conservancy").

WITNESSETH:

WHEREAS, the Owner owns Bos Haven Farm and desires to sell to the County and Town a conservation easement on a portion of Bos Haven Farm which consists of approximately 176.58 acres (the "Property") located at Camby Road, Verbank, in the Town of Union Vale, Dutchess County, New York (Tax Grid Number 6763-00-113166), and

WHEREAS, the County and Town want to purchase such conservation easement providing funds therefore are available through the New York State Department of Agriculture and Markets Farmland Protection Grant executed by the County pursuant to Resolutions 208221, 209187, 2010105 and 2011235 and a matching share is available therefore through the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program and from the Town of Union Vale, now, therefore, the parties agree as follows;

1. **PURCHASE OF CONSERVATION EASEMENT.** The Owner agrees to sell to the County and Town, and the County and Town agree to purchase from the Owner, a conservation easement on the Property upon the terms and conditions hereinafter set forth. The Conservancy, County and Town shall be co-holders of the conservation easement and the County and Town shall have third party enforcement rights pursuant to the terms of the conservation easement. The County and the Town shall have the right to claim portions of the monetary value of the conservation easement in the event the conservation easement is extinguished pursuant to the terms of the conservation easement. The conservation easement shall be substantially in the form attached to this Agreement as "Exhibit A."

2. **PAYMENT**. The development rights for the Property, which consists of approximately 176.58 acres, are appraised at $1,234,067 or (approximately) $6,989.00 per acre. The purchase price for the Conservation Easement for those development rights shall be $1,234,067. The exact amount of total project costs (now estimated at $1,300,719), which are to be paid by the County and Town, include the purchase price, and closing and administrative costs, and are to be finally determined at the closing. See Project Budget, attached hereto as "Exhibit B," with respect to estimated "Administrative Costs" incurred by the Conservancy to be reimbursed to it at closing by the County and/or the Town.

The Property to be subject to the conservation easement is shown on a survey completed by Kevin Cunningham, Licensed Land Surveyor dated March 14, 2010.

3. **APPRAISAL**. The Real Estate Appraisal Report (narrative appraisal) prepared by James S. Waterhouse, ARA, First Pioneer Farm Credit Appraisal Service, dated May 6, 2008, revised August 22, 2011, taking into consideration the reduction in the conservation easement acreage from 270 acres to 176.58, supports the conservation easement value of $1,234,067.00 or approximately $6,989.00 per acre. The intended users of the Appraisal Report are the Owners, Dutchess Land Conservancy, State of New York, County of Dutchess and Town of Union Value.

4. **CLOSING**. The closing shall take place at the Dutchess County Office Building, 22 Market Street, 5th Floor, Poughkeepsie, New York 12601 at such time as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the New York State Department of Agriculture and Markets Farmland Protection Grant Program referenced above, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, and from the Town of Union Vale.

5. **CONTINGENCIES**. This Agreement, and the closing are subject to the following contingencies:

(a) Approval of the proposed conservation easement ("Exhibit A") by the New York State Department of Agriculture and Markets, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, the Town of Union Vale and the Conservancy.

(b) Receipt by the County of the funds necessary to purchase the conservation easement and pay related closing and administrative costs, through a New York State Department of Agriculture and Markets Farmland Protection Grant ($814,877.00) NYS Contract No. 800632, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program (an amount not to exceed $331,434.00), the Town of Union Vale (an amount not to exceed $129,408.00) and the in-kind services of the Conservancy ($25,000.00). In the alternative, at the direction of the County, the Town of Union Vale may pay the Owner and/or the Conservancy directly.

(c) Conveyance of title satisfactory to the New York State Department of Agriculture and Markets, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, the Town of Union Vale and the Conservancy subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not, in the judgment of funding agencies, significantly impede the purposes of the conservation easement or significantly reduce its value.

(d) Any documentation, approvals or consents as may be required by the New York State Department of Agriculture and Markets or the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Fund in order to comply with Program requirements.

(e) The Property shall be conveyed, free of all mortgages and encumbrances of any nature whatsoever or they will be subordinated to the conservation easement to the satisfaction of the New York State Department of Agriculture and Markets, Dutchess County Open Space and Farmland Protection Matching Grant Program, the Town of Union Vale and the Conservancy.

6. **CANCELLATION**. If the contingencies set forth in Section 5 are not satisfied, the County or Town may cancel this Agreement on written notice to the Owner and neither party will have any claim or cause of action against the other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by December 31, 2013, the Owner may cancel this Agreement upon written notice to the County and Town, at their addresses as shown herein, attention Carol A. Bogle, Senior Assistant County Attorney and attention Town Supervisor, respectively, and neither party shall have any claim or cause of action for damages against the other arising out of this Agreement.

7. **OWNER'S REPRESENTATIONS**. The Owner represents that it has, and will have at the closing, the power, and if applicable corporate authorization, to sell, transfer and convey the conservation easement to the County and the Conservancy and that the Owner is not aware of any actions or proceedings which affect the Owner's title to the Property and that there are not uncured notices which have been served upon the Owner by any governmental agency, notifying the Owner of any violations of law, ordinance or regulation which would affect the Property, or actual impending mechanics liens against the Property. The Owner has not entered into, or does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property.

The Owner has no knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or to the environment (whether or not such condition constitutes a violation of law that would result in liability to the Owner, County, Town or Conservancy under any Federal, State or local environmental laws).

Should any of the above representations or warrantees cease to be true at any time prior to the closing, the Owner shall immediately so advise the County, Town and the Conservancy in writing, except in so far as the Owner has advised the County, Town and Conservancy to the contrary, each of the above representations and warrantees shall be deemed to have been made as of the closing and shall survive the closing.

8. **NO BROKERS COMMISSION**. Each of the parties represents no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

9. **SEVERABILITY**. Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason, unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to effecting the purpose of this Agreement and enforceability of the remaining provisions of this Agreement shall not effected thereby.

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

APPROVED AS TO FORM:

_____
County Attorney's Office

APPROVED AS TO CONTENT:

_____
Kealy Salmon, Commissioner of
Planning & Development

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro, County Executive

TOWN OF UNION VALE

_____
___ Supervisor

LANDOWER
BOS HAVEN FARM, INC.

_____
Timothy Marshall, President

DUTCHESS LAND CONSERVANCY,
INC.

_____
Rebecca E. C. Thornton, President

EXHIBIT "A"

TO THE GRANT AGREEMENT

CONSERVATION EASEMENT

EXHIBIT "B"

TO THE GRANT AGREEMENT

PROJECT BUDGET

DEED OF CONSERVATION EASEMENT

Between

BOS-HAVEN FARMS, INC.

as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.

DUTCHESS COUNTY

TOWN OF UNION VALE

as Grantees

Draft Date
February 28, 2012

Version 11 - Version -10 Approved by Department and Agriculture and Markets
New Draft updates purchase price of development rights and Section 30: Proceeds

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Easement") is granted this _____ day of _____ 201_, by **Bos-Haven Farms, Inc.,** a New York Corporation, with an address of 79 Camby Road, Verbank, New York, 12585, as Grantor (the "Grantor"), to **Dutchess Land Conservancy, Inc.**, a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York 12545, as Grantee (the "Conservancy"), to **Dutchess County**, a New York municipal corporation having an office at 22 Market Street, Poughkeepsie, New York 12601, as Grantee (the "County"), and to the **Town of Union Vale**, a New York municipal corporation having an office at 249 Duncan Road, LaGrangeville, New York 12540, as Grantee (the "Town"). The Conservancy, the County and the Town shall collectively be referred to as the "Grantees."

WHEREAS,

A. Grantor is the owner of certain real property (the "Property") consisting of approximately 176.58 acres located on Camby Road in Town of Union Vale, Dutchess County, New York, and more fully described in Exhibit A and shown on the Conservation Easement Map ("Exhibit B") both attached hereto, and on a survey map titled "Survey Map Showing Lands of Bos-Haven Farms, Inc.," prepared by Kevin Cunningham, Licensed Land Surveyor, dated March 14, 2010 and filed in the Dutchess County Clerk's Office on _____as Map No. _____, incorporated herein by reference.

B. The Conservancy is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code, and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c).

C. The County is a municipal corporation and has the authority pursuant to Section 247 of the General Municipal Law and Article 49, Title 3 of the ECL to acquire conservation easements and is a "qualified organization" within the meanings of 170(b)(1)(A)(v) and 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c).

D. The Town is a municipal corporation and has the authority pursuant to Section 247 of the General Municipal Law and Article 49, Title 3 of the ECL to acquire conservation easements and is a "qualified organization" within the meanings of 170(b)(1)(A)(v) and 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c).

E. The Property consists primarily of productive agricultural land. The Property contains approximately 113 acres of prime soils and approximately 65 acres of soils of statewide importance, as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

F. Article 14, Section 4 of the New York State Constitution states that "the policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products."

G. In Section 49-0301 of the ECL, the Legislature of the State of New York found and declared that "in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, and the preservation, development and improvement of agricultural and forest lands..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state."

H. The Property is located within Dutchess County's Agricultural District #23, created pursuant to Article 25AA of the New York State Agriculture and Markets Law (the "Agriculture and Markets Law"). In Section 300, it states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results...It is therefore the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products...It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance."

I. Article 25-AAA, Section 321 of the Agriculture and Markets Law states that "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and the environmental and landscape preservation values associated with agriculture..." the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

J. The Property is located within Dutchess County, which adopted the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program (the "Matching Grant Program") on December 1999. The Matching Grant Program is a vehicle for providing matching funds to finance the conservation of open space and farmland within Dutchess County.

K. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded eight hundred fourteen thousand, eight hundred seventy-seven dollars ($814,877) toward the total project costs of acquiring a perpetual conservation easement on the Property pursuant to grant contract number C800632 pursuant to Article 25-AAA of the Agriculture and Markets Law. The County has agreed to contribute three hundred

thirty-one thousand, four hundred thirty-four dollars ($331,434) to partially fund the purchase of that conservation easement on the Property through the Matching Grant Program pursuant to Dutchess County Resolution No._____. The Town has agreed to contribute one hundred twenty-nine thousand, four hundred eight dollars ($129,408) to partially fund the purchase of the conservation easement on the Property pursuant to Resolution #7-12 adopted by its Town Board at a regular monthly meeting held on July 12, 2007.

L. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its conservation purposes.

M. The parties recognize the following:

1. The County has determined that providing grant funds for the acquisition of an Easement on the Property will help further its conservation and economic purposes as further hereinafter set forth. The Town has determined that providing funds for the acquisition of an Easement on the Property is in the best interests of the Town and furthers its desire to preserve open space and the rural character of its community. The Conservancy has determined that acquiring an Easement on the Property which protects the agricultural values of the Property and which promotes the use of Sound Agricultural Practices will further its charitable purposes of preserving the agricultural, natural, ecological, and cultural and scenic values of Dutchess County.

2. The Property is characterized by open farmlands, scenic views of the historic Clove Valley, woodlands, streams and wetlands and natural beauty, and is highly visible from Camby Road and Oak Summit Road, both public highways. The Property has almost one mile of road frontage.

3. The Conservancy, in its role as a conservation organization, has obtained extensive experience holding, monitoring and administering conservation easements, and is willing to make its services and experience available to the County and Town to co-hold, monitor and administer this Easement as hereinafter set forth.

4. The Property is in close proximity to other private lands within the Sprout Creek core farm area, which are already permanently protected by conservation easements. These protected lands buffer farmland surrounding Bos Haven Farms creating a contiguous area of open space and farmland that supports the continued viability of the Sprout Creek core farm area.

5. The Town of Union Vale Master Plan adopted in October, 2001, includes in its goals and objectives preserving its rural character through "[a]gricultural uses such as dairy farms, horse stables, vineyards, managed forests and crop farms" and "[r]etention of unique and highly sensitive elements of the environment such as aquifers, wetlands, streams, floodplains, steep slopes and forested areas." The Master Plan includes strategies for "acquisition of parcels or development rights" including working with the County and the State.

6. The Dutchess County Legislature adopted the Dutchess County Agricultural and Farmland Protection Plan (the "Farmland Protection Plan") on May 11, 1998, which states that, "Farms and farmland contribute to the County's economy as a whole, through the jobs and dollars generated and to the County's open landscapes, character, and sense of identity, and environmental quality." The Farmland Protection Plan recommends the purchase of development rights as an important tool in encouraging landowners to keep their farms in production, and states that Dutchess County should develop partnerships with knowledgeable professionals in the private sector, particularly the County's land conservancies, to facilitate the development and improvement of a Dutchess County Development Rights Acquisition Program. In furtherance of this recommendation, the County is contributing to partially fund the purchase of this Easement through the Matching Grant Program.

7. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands, steep slopes, and streams and wetlands should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.15 encourages municipalities to preserve their 100-year floodplains by prohibiting uses that either interfere with the flood–carrying functions of the floodplain, create safety hazards, or increase the risk of property damage. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots, which preclude the future use for agriculture and forestry. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

8. The Property contains approximately five acres of wetlands designated on the National Wetlands Inventory by the U.S. Department of the Interior.

9. The Property contains approximately 1,850 linear feet of the Sprout Creek (H-95-10), a Class C(T) trout stream, which has been classified by the New York State Department of Environmental Conservation according to its best use for fishing and fish propagation, in order to meet the goal of the Federal Clean Water Act and to encourage continuous protection to keep the stream clean for the future. The Property also contains a tributary of the Sprout Creek (H-95-10-14), a Class D stream, with its best use for fishing.

10. Approximately 58 acres of the Property overlie a "Zone I" aquifer, as defined by the Dutchess County Water Supply Protection Program Report prepared by Horsley, Witten, Inc.,

prepared in 1993 for the Dutchess County Water and Wastewater Authority.

11. Approximately 23 acres of the Property lies within a 100-year flood plain as designated by the Federal Emergency Management Agency.

12. The Property contains approximately 16 acres of woodlands that are part of a relatively unbroken tract of woodlands that extends for hundreds of acres and represents valuable habitat as a contiguous forest.

13. The 2006 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS Plan") lists Hudson Valley Farmland as a Region 3 Priority Project. The Property is located within the Hudson Valley Farmland region.

14. Subdivision and development pressure threaten the continued agricultural, rural, scenic, ecological, forested, and open space character of the Property and the scenic view along Camby Road and Oak Summit Road.

NOW, THEREFORE, in consideration of the sum of one million, two hundred thirty-four thousand, sixty-seven dollars ($1,234,067) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Easement

Grantor hereby grants and conveys to the Grantees, an Easement, an immediately vested interest in real property defined by Article 49, Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which Easement shall run with and bind the Property in perpetuity. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes the Grantees to enforce these covenants in the manner described below.

2. Purpose

The Primary Purpose of this easement is to conserve viable agricultural land and soil resources by preventing uses of the Property that will significantly impair or interfere with the Property's agricultural and forestry viability and productive capacity. All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the Primary Purpose of this Easement. The Secondary Purpose of this Easement includes the conservation and protection of the Property's scenic view and open space resources, and their associated unique and special natural features to the extent that such protection does not conflict with the primary purpose of this Easement.

3. Implementation

This Easement shall be implemented by limiting and restricting the development and use

of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. However, if the Easement is more restrictive than local, state and federal laws and regulations, the Easement restrictions shall govern with respect to the development and use of the Property. This Easement shall not unreasonably restrict or regulate farm operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

4. Definitions

4.(a). **"Grantor"** or "owner" includes the original Grantor, its heirs, successors and assigns, all future owners of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.

4.(b). **"Grantees"** includes the original Grantees and their successors and assigns. The term "Lead Grantee" is the Grantee designated by mutual agreement between the Grantees to grant permission under this Easement pursuant to Section 18 ("Permission of the Grantees); to act as the lead monitor and inspector of the Easement pursuant to Section 22 ("Right of Inspection"); to act as the lead enforcer and pursue any legal action to enforce this Easement pursuant to Section 23 ("Enforcement"); to give and receive all notices and other communications to and from the Grantor as specifically indicated in this Easement pursuant to Section 34 ("Notices"); and to grant waivers pursuant to Section 41 ("Waiver"). The Conservancy shall be Lead Grantee unless the Grantor receives written notice of a change in such designation executed by all Grantees.

4.(c). **"Residential Dwelling"** means dwellings or structures, together with accessory improvements that comprise single-family, multi-family, apartments, "in-law" apartments, tenant/guest houses and farm labor housing, whether or not the structure(s) are used as the primary residence of a farm owner. Any single-family Residential Dwelling used as a primary residence shall not exceed a Footprint Area of 4,000 square feet. A tenant/guest house is permitted provided that it is associated only with the single-family Residential Dwelling that is used as a primary residence; any such tenant/guest house shall not exceed a Footprint Area of 2,000 square feet.

4.(d). **"Farm Labor Housing"** means dwellings or structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm landowner and/or operator, the worker is an essential employee of the farm landowner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the Farm Operation. For instance, a structure used as the primary residence of a farm owner is not "farm labor housing." Farm Labor Housing may be used to house family members of the Grantor involved in the operation of the farm. Farm Labor Housing shall not exceed 2,000 square feet in floor area per structure.

4.(e). **"Floor Area"** of a structure shall be defined as the gross floor area of all interior

floors of the structure, as measured to the exterior walls, excluding attached garages, cellars, attics and basements.

4.(f). **"Footprint Area"** of a structure, building or improvement means the gross footprint as measured to the exterior walls or edge of the structure, building or improvement.

4.(g). **"Height"** of a structure, building or improvement means the height as measured from the natural mean grade to the top of the structure, building or improvement. In the case of a structure, building or improvement with a roof, the top of the structure, building or improvement shall be considered the top of the roof line and measured accordingly.

4.(h). **"Farm Operation"** shall be defined as "the land and on-farm buildings, equipment, manure processing and handling facilities, and practices which contribute to the production, preparation and marketing of crops, livestock and livestock products as a commercial enterprise" in accordance with Section 301 of the Agriculture and Markets Law, or such successor law as enacted or amended.

4.(i). **"Impervious Surfaces"** are defined as structures or improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas, structures whose principal purpose is to protect soil and water resources, such as manure storage areas, and structures and improvements lacking permanent foundations.

4.(j). **"Sound Agricultural Practices"** is defined as those practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way. If necessary, to determine if a practice is "sound," Grantees or Grantor may request that the Department of Agriculture and Markets initiate a sound agricultural practice review pursuant to Section 308 of the Agriculture and Markets Law, or any successor law as enacted or amended.

4.(k). **"Viable Agricultural Land"** is defined as land highly suited for agricultural production.

4.(l). The following use areas are defined for the Easement:

"Zone for Future Farmstead Complex" is defined as the area depicted on Exhibit B, in which the Farmstead Complex may be designated in the future pursuant to Section 8.

"Farmstead Complex" is defined as an area that centers on future farm structures and which shall be depicted on Exhibit B pursuant to Section 8.

"Farm Area" is defined as the area of the farm outside of the Farmstead Complex.

5. Reserved Rights Retained by Grantor

As the owner of the Property, Grantor reserves all customary rights and privileges of ownership, including the right of exclusive use, possession and enjoyment of the Property, the rights to sell, lease, and devise the Property, as well as any other rights consistent with the Purpose set forth in Section 2 ("Purpose") and not specifically prohibited or limited by this Easement.

However, nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or Force Majeure.

5.(a). Right to Use Property for Agricultural Uses.
Grantor has the right to produce crops, livestock and livestock products and use the Property as a Farm Operation, which includes but is not limited to the right to establish, reestablish, maintain, and use cultivated fields, orchards, pastures and woodlands. Said farming practices shall be carried out in accordance with Sound Agricultural Practices as defined herein.

5.(b). Right to Use Property for Rural Enterprises.
Grantor has the right to operate otherwise lawful rural enterprises, such as, but not limited to, farm machinery repair, professional offices within the home, bed and breakfasts, crafts production and firewood distribution, subject to the limitations set forth in this Easement, including Section 9 ("Construction of Buildings and Other Improvements"). In all cases, such rural enterprises must be compatible with the Purpose of this Easement and subordinate to the agricultural use of the Property.

5.(c). Right to Use Property for Recreational Purposes.
Grantor retains the right to use the Property for otherwise lawful personal or commercial recreational uses, including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling, subject to the limitations set forth in this Easement, including Section 9 ("Construction of Buildings and Other Improvements"). In accordance with this Section, the Grantor also retains the right to use the Property as a private hunting preserve/shooting club. In all cases, such recreational uses must be compatible with the Purpose of this Easement and subordinate to the agricultural use of the Property.

6. Access

Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

7. Maintenance

Should the Property cease to be used for agricultural purposes for more than three (3) years, the agricultural fields containing prime, statewide important and unique soils will be mowed at least triennially or otherwise maintained in a condition which will prevent growth of woody vegetation that would interfere with future agricultural use or which might result in interference with drainage systems, or in reversion of significant portions of the Property to regulated wetland status. Similarly, during prolonged periods of disuse for agricultural purposes, artificial and natural drainage systems must be maintained in a functional state by the Grantor. If Grantor does not comply with this provision, Grantees shall have the right, but not the obligation, to mow such fields, at the Grantees' sole expense, if they so choose.

8. Zone for Future Farmstead Complex

The Grantor may at any time following the execution of this Easement, designate a new Farmstead Complex, not to exceed (10) ten acres, within the Zone for Future Farmstead Complex as delineated on Exhibit B of this Easement. This Farmstead Complex shall conform to the terms and conditions of this Easement and at least thirty (30) days prior to commencing site work or construction of any new facilities within the Farmstead Complex, the Grantor shall notify the Lead Grantee in writing of its intention to establish the new Farmstead Complex. Once selection of the Farmstead Complex is made by the Grantor and the site is deemed buildable by the governmental entity with authority to issue a building permit for the Farmstead Complex, the Grantor and the Grantees shall execute and record an instrument amending Exhibit B, which amendment shall establish the boundaries of the Farmstead Complex. Access to the Farmstead Complex across the Farm Area shall be designated and delineated on Exhibit B simultaneous with the designation of the Farmstead Complex and said access will become part of the Farmstead Complex, but the Footprint Area of said access shall not be calculated as part of the ten-acre Farmstead Complex size limitation. After Exhibit B is amended and recorded, structures may be built within the Farmstead Complex subject to the terms of this Easement. Any such amendment shall be binding on any mortgagee whose mortgage is recorded subsequent to the recording of this Easement. In the event the Grantor cannot obtain pertinent governmental approvals, including, but not limited to, zoning or Health Department approvals, for the first facilities proposed in the Farmstead Complex, the Grantor and Lead Grantee may jointly designate and define a new Farmstead Complex on the Property, provided such designation will uphold the terms and purposes of this Easement and the site will be of similar character and nature as found in the Zone for Future Farmstead Complex as depicted on Exhibit B at the time of conveyance of this Easement.

9. Construction of Buildings and Other Improvements

Permitted uses of the Property vary depending on where on the Property the use occurs. The Farmstead Complex (area designated for buildings) is to be designated within the Zone for Future Farmstead Complex pursuant to Section 8. The Farm Area (productive farm and open land areas) is all the area located outside of the boundaries of the Farmstead Complex, which comprises the majority of the Property. Until such time as the Farmstead Complex is designated pursuant to Section 8, the entire Property shall be considered Farm Area and restricted in

compliance with the terms of this Easement. Grantor may undertake construction, erection, installation, removal or placement of buildings, structures, or other improvements to the Property within these areas only as provided in this Easement and set forth below.

9(a) Impervious Surfaces -- Subject to the limitations set forth below, Impervious Surfaces may be constructed or placed on up to a maximum of 10% of the Farm Area and without limitation in a designated Farmstead Complex.

9(b) Fences -- Existing fences may be repaired, removed and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife, safety and general management and to prevent trespassing on the Property.

9(c) Agricultural Structures and Improvements -- Any existing or subsequent agricultural structures and improvements may be repaired, removed, enlarged and replaced at their current locations, subject to the Impervious Surface coverage limitations set forth in Section 9(a) ("Impervious Surfaces").

> ***Farmstead Complex:*** Without permission of the Grantees, Grantor may construct new buildings, structures and other improvements with impervious surfaces, including asphalt and concrete roads and parking areas within the Farmstead Complex to be used primarily for purposes related to a Farm Operation and for such other agricultural purposes as (i) the production, storage, marketing or sale of farm products or by-products, or processing of farm products or by-products, (ii) the storage of equipment used for agricultural production, and (iii) the keeping of livestock or other animals.
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> ***Farm Area:*** Subject to the Impervious Surface coverage limitations set forth in Section 9(a) ("Impervious Surfaces"), Grantor may construct buildings, structures and impervious improvements for such purposes related to the Farm Operation on up to 5% of the Farm Area without permission of the Grantees. With permission of the Grantees, Grantor may construct buildings, structures and improvements related to the Farm Operation that would cover up to an additional 5% of the Farm Area.

9(d) Residential Dwellings -- Existing Residential Dwellings, as defined in Section 4(c), if any, may be repaired, removed, enlarged and replaced at their current locations, which are shown on Exhibit B.

> ***Farmstead Complex:*** Without permission of the Grantees, Grantor may construct, maintain, repair, remove or replace Residential Dwellings, together with accessory structures and improvements within the Farmstead Complex, subject to any applicable local, state or federal laws and regulations. In addition to any Residential Dwellings used exclusively for Farm Labor Housing, only one (1) single-family Residential Dwelling that is used as a primary residence and only one (1) tenant/guest house associated only with said primary residence shall be permitted on the Property. The primary residence shall not exceed a Footprint Area of 4,000 square feet. The

tenant/guest house shall not exceed a Footprint Area of 2,000 square feet. Farm Labor Housing shall not exceed a Floor Area of 2,000 square feet per structure. In no case shall the land on which Farm Labor Housing or the tenant/guest house stand be subdivided. Except those used exclusively for Farm Labor Housing, all Residential Dwellings shall only be permitted within a designated Farmstead Complex.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 9(a) ("Impervious Surfaces"), Grantor may only construct new Residential Dwellings exclusively for Farm Labor Housing, as defined in Section 4(d) ("Farm Labor Housing"), on up to 1% of the Farm Area without permission of the Grantees. Farm Labor Housing shall not exceed area Floor Area of 2,000 square feet per structure. With permission of the Grantees, Grantor may construct additional Farm Labor Housing in the Farm Area as proven necessary to conduct current farm operations. The land on which Farm Labor Housing Residential Dwellings stand shall not be subdivided, except as permitted in Section 13 ("Subdivision").

9(e) Rural Enterprises -- Rural enterprises may be established and carried out within the Farmstead Complex, including but not limited to, professional offices within the home; bed and breakfasts; crafts production; firewood processing, sales, and distribution stemming from the maintenance of on-premises hedgerows and/or the cutting up for firewood of off-site produced timber, which shall not be considered commercially harvested timber pursuant to Section 14 ("Forest Management"); and kennels and/or dog exercise facilities are permissible as long as they do not overlay prime agricultural soils. In all cases, such uses and any necessary structures or improvements, shall be compatible with the Purpose of this Easement and subordinate to the agricultural use of the Property. Enterprises which market non-agricultural petroleum or chemical products are prohibited. The land on which these structures stand shall not be subdivided, except as permitted in Section 13 ("Subdivision").

9(f) Recreational Improvements -- Recreational structures and improvements may be constructed so long as such structures and improvements are compatible with the Purpose of this Easement, subordinate to the agriculture use of the Property and located in a manner that minimizes the impact to prime or statewide important soils. Under no circumstances shall golf courses and/or ranges or other similar recreational improvements be allowed on the Property.

Farmstead Complex: Without permission of the Grantees, Grantor may construct permanent, recreational improvements within the Farmstead Complex.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 9(a) ("Impervious Surfaces"), Grantor may construct permanent, recreational improvements in the Farm Area up to an aggregate of 1,000 square feet in Footprint Area without permission of the Grantees. With permission of the Grantees, permanent recreational improvements that exceed an aggregate Footprint Area of 1,000 square feet may be constructed in the Farm Area.

9(g) Utility Services and Septic Systems -- Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced, and Grantor may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved. All such services and systems shall be compatible with the Purpose of this Easement, subordinate to the agricultural use of the Property and located in a manner that minimizes the impact to prime or statewide important soils.

9(h) Alternative Energy and Communications Structures and Improvements -- Structures and improvements necessary to undertake alternative energy and communications activities such as wind, solar, methane and other similar energy generation activities as well as cell towers or 911 communications towers are permitted as further described below provided they are compatible with the Purpose of this Easement, subordinate to the agricultural use of the Property and located in a manner that minimizes the impact to prime or statewide important soils.

> ***Farmstead Complex:*** Within the Farmstead Complex, Grantor may construct such structures and improvements without permission of the Grantees.
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> ***Farm Area:*** Subject to the Impervious Surface coverage limitations set forth in Section 9(a) ("Impervious Surfaces"), such structures and improvements, including associated roads and drainage ditches, may be built in the Farm Area only with the permission of the Grantees, which may be conditioned upon the posting of a bond. These structures and improvements are permitted only if the activity is limited and localized in impact affecting no more than two percent (2%) of the Farm Area at one time.
>
> Prior to determining the location of a site for these structures and improvements in the Farm Area, the Grantor shall notify the Lead Grantee, the Department of Agriculture and Markets, and the local Soil and Water Conservation District to give them an opportunity to participate in an onsite meeting to review proposed locations. Grantor shall agree to comply with the Department of Agriculture and Markets guidelines for agricultural mitigation for construction of such structures.

10. Notice of Exercise of Certain Reserved Rights Outside of the Farmstead Complex

In addition to other requirements for permission, the Grantor shall give the Lead Grantee written notice before exercising the following reserved rights outside of a designated Farmstead Complex: (a) construction of new agricultural structures and improvements as permitted in Section 9(c) ("Agricultural Structures and Improvements"); (b) construction of Residential Dwellings as permitted in Section 9(d) ("Residential Dwellings"); (c) construction of new recreational improvements as permitted in Section 9(f) ("Recreational Improvements"); (d) installation of new utility services as permitted in Section 9(g) ("Utility Services and Septic Systems"); (e) installation of alternative energy and communications improvements as permitted in Section 9(h) ("Alternative Energy and Communications Structures and Improvements"); and

(f) road construction as permitted in Section 16 ("Road Construction").

11. Maintenance and Improvement of Water Sources

Grantor reserves the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion or abate flood damage, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with Sound Agricultural Practices and the Purpose of this Easement, and that such alterations are carried out in accordance with applicable local, state and federal laws and regulations.

12. Water Rights

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property in accordance with applicable local, state and federal laws and regulations. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

13. Subdivision

The Property is currently comprised of one tax parcel owned by Grantor. The Property may not be further partitioned or subdivided, except with the permission of the Grantees, which permission shall be granted only if all parcels of land thereby created will remain viable for agricultural production either individually, or as part of an established farming operation and in compliance with all the terms provided in this Section 13 and Section 18 ("Permission of Grantees").

Lot line adjustments, which do not create additional building lots, are permitted only with the prior written permission of the Lead Grantee, which permission shall be granted only if all parcels of land thereby created will remain viable for agricultural production either individually, or as part of an established farming operation. No such subdivision or lot line adjustment shall affect the use of the Property permitted by this Easement. Any such subdivision shall not include the right to construct any new habitable or commercial structures, or relocate any existing habitable or commercial structures, except as otherwise permitted by this Easement and shall explicitly limit any Farm Labor Housing in the Farm Area existing at the time of any such subdivision to that exclusive use. Any partition or subdivision also must comply with all applicable land use and subdivision regulations, and any subdivided parcels would be subject to the terms of this Easement. Any other subdivision, recording of a subdivision plan, partition, or any other attempt to internally or externally divide the Property is prohibited. Mortgages, or other non-possessory interests in land do not constitute subdivisions for the purpose herein, provided such interests encompass the whole parcel.

In any deed of conveyance of a portion of the Property, the Grantor shall, if appropriate, allocate to the portion being conveyed the right to build a specified percentage of permitted Impervious Surfaces whose total coverage is limited by this Easement. If such deed fails to so

allocate, then the right to build Impervious Surfaces shall remain as that stipulated in Section 9(a) to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater percentage of permitted Impervious Surfaces than that allowed in Section 9(a) on the portion of the Property owned by such Grantor immediately prior to such conveyance.

14. Forest Management

Without permission from the Lead Grantee, the Grantor may clear forested areas for conversion to farmland, may harvest wood for use on the Property including heating or construction of buildings and improvements, may manage forested areas for wildlife habitat and recreation, and may remove trees that are fallen, dead, diseased, invasive, or considered a safety hazard, so long as such activities are consistent with generally accepted forest best management practices.

Without permission from the Lead Grantee, the Grantor may commercially harvest timber and other wood products, conduct timber stand improvements, and construct, maintain, remove, and repair unpaved access roads and "staging areas" (those areas where logs are temporarily stored for transport) necessary for such activities. All such activities shall be in accordance with generally-accepted forest best management practices. Such commercial timber harvest and timber stand improvements shall be carried out only in accordance with a forest management plan and harvest plan prepared by a forester who is certified by the Society of American Foresters or such successor organization as is later created, or a Cooperating Consulting Forester with the New York State Department of Environmental Conservation, or a qualified forester approved by the Lead Grantee.

In order to facilitate the monitoring and stewardship of this Easement and ensure continuing communication between parties, Grantor shall give the Lead Grantee, its successors or assigns, written notice thereof not less than forty-five (45) days prior to the anticipated commencement of any commercial timber harvest or timber stand improvement. Such written notice shall include submission of the current forest management plan and harvest plan.

15. Mining and On-Site Extractive Activity

Exploration for, or development, storage and extraction of, minerals and hydrocarbons on or from the Property by any method are permitted only under the following conditions. Grantor may remove sand and gravel on the Property, provided said removal: (a) is limited and localized in impact, affecting no more than two acres of the Property at one time; (b) is compatible with the Purpose of this Easement; (c) is reasonably necessary and exclusively for the Farm Operation; and (d) minimizes the impact to the prime and statewide important soils.

Grantor may undertake subsurface mineral and hydrocarbon exploration, development and extraction activities only with the permission of Grantees, which may be conditioned upon the posting of a bond. Such activities must: (a) be limited and localized in impact; (b) be compatible with the Purpose of this Easement and subordinate to the agricultural use of the Property; and (c) minimize the impact to prime and statewide important soils. Grantor shall use all practical means to mitigate any adverse effect on the agricultural viability of the Property in carrying out any permitted exploration, development or extractive activities.

Prior to determining the location of a site for exploration, development or extraction activities, the Grantor shall notify the Grantees, the New York State Department of Agriculture and Markets, and the local Soil and Water Conservation District to give them an opportunity to participate in an onsite meeting to review proposed locations. Grantor shall agree to comply with the New York State Department of Agriculture and Markets guidelines for agricultural mitigation for construction of such structures and related extractive activities.

16. Road Construction

Pursuant to the Impervious Surface coverage limitations set forth in Section 9(a) ("Impervious Surfaces"), Grantor may construct roads for residential driveways, barnyards, farm markets, farm roads, or other improvements necessary to provide access to, and parking for, permitted buildings or improvements, or to conduct other activities permitted by this Easement. Roads constructed in the Farm Area shall be located in a manner that minimizes, to the greatest extent practicable, impact to the prime and statewide important soils.

17. Dumping and Trash

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agriculturally-related waste or biodegradable material as described below. Without permission of the Lead Grantee, Grantor may 1) store, compost, apply or inject agriculturally-related waste or biodegradable material; 2) store old farm equipment to be used for parts; 3) temporarily store trash or household waste in receptacles for periodic off-site disposal and 4) compost or re-use biodegradable materials generated off the Property for use on the Property or commercial use or sale. All such activities shall be conducted in accordance with Sound Agricultural Practices and in a manner consistent with all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with buildings permitted on the Property, is permitted by this Easement.

18. Permission of the Grantees

Where Grantor is required to obtain the Grantees' permission for a proposed action hereunder, said permission shall be requested in writing to the Lead Grantee. The Lead Grantee shall grant permission unless it determines that such action is 1) incompatible with the Purpose of this Easement, or 2) not subordinate to the agricultural use of the Property. Such permission shall not be unreasonably withheld. The Lead Grantee shall respond in writing within forty-five (45) days of receipt of the Grantor's written request, which shall include building plans identifying the use, the Footprint Area and the Floor Area of any proposed structures, and related survey information, if available. If mutually agreed upon by the Lead Grantee and Grantor, this timeline may be reasonably extended. The Grantees shall not be liable for damages for any failure to grant permission to Grantor.

19. Ongoing Responsibilities of Grantor and Grantees

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantees, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

19(a) Taxes -- Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantor becomes delinquent in payment of taxes the Grantees, at their option, shall have the right to take such actions as may be necessary to protect their interests in the Property and to assure the continued enforceability of this instrument and to recover all of its costs including reasonable attorney's fees. If, as a result of such actions, the Grantees ever pay any taxes or assessments on Grantor's interest in the Property, Grantor will promptly reimburse the Grantees for the same.

19(b) Upkeep and Maintenance -- Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. The Grantees shall have no obligation for the upkeep or maintenance of the Property.

19(c) Liability and Indemnification -- Grantor agrees to indemnify and hold the Grantees and the Department of Agriculture and Markets harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of the Grantees or their agents, in which case liability shall be apportioned accordingly.

20. Extinguishment of Development Rights

Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

21. Baseline Documentation

By its execution of this Easement, the Grantees acknowledge that the present uses of and related structures and improvements on the Property are permitted by this Easement. In order to evidence the present condition of the Property so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report, including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by all parties, and a copy thereof has been delivered to Grantor and a copy will be kept on file with the Grantees. The Baseline Documentation Report may be used by the Grantees to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by the Grantees of other evidence to establish the condition of the Property as of the date of this Easement.

22. Right of Inspection

The Lead Grantee shall have lead inspection and monitoring responsibilities to ensure compliance with the terms of this Easement. The Lead Grantee shall have the right to enter upon the Property upon forty-eight (48) hours advance notice to Grantor. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time agreeable to the Lead Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement, which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice of date and time is required. Representatives of the Department of Agriculture and Markets shall have the same right of inspection. An annual report, measured from delivery of this Easement, of the results of such monitoring or inspection, including advice of compliance or any apparent violations of this Easement, shall be provided by the Lead Grantee to both (1) the Grantor, or successors of its right, title or interest in the Property and (2) the other Grantee, at the addresses provided in Section 34 ("Notices").

In the event that a Grantee believes that the Lead Grantee has failed to carry out its monitoring responsibility, that Grantee shall provide notice both to the Lead Grantee and to the other Grantee of said failure, with a copy to the Grantor. The Lead Grantee shall have 45 days to respond to said notice either by carrying out the monitoring needs identified by the Grantee or by explaining the Lead Grantee's monitoring and/or interpretation of the Easement. If the Grantee still believes that monitoring needs are still unmet, that Grantee may monitor or inspect the Property. In such instance, the Grantee shall notify the Lead Grantee, other Grantee and the Grantor of its intent to monitor at least 10 days prior to exercising such rights. Neither the 45-day nor 10-day notification requirements shall apply when their application may result in significant harm to the Purposes of this Easement.

23. Enforcement

The Lead Grantee shall have lead enforcement responsibilities for ensuring compliance with the terms of this Easement. If the Lead Grantee determines that a violation of this Easement has occurred, the Lead Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where the Lead Grantee in it's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purpose of this Easement, the Lead Grantee may bring an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction.

In the event that a Grantee believes that the Lead Grantee has failed to enforce any of the terms of this Easement, that Grantee shall provide notice both to the Lead Grantee and to the other Grantee of said failure, with a copy to the Grantor. The Lead Grantee shall have 45 days to respond to said notice either by carrying out the enforcement needs identified by the Grantee or by explaining the Lead Grantee's enforcement activities and/or interpretation of the Easement. If the Grantee still believes that a violation has occurred without enforcement, that Grantee may enforce the terms of the Easement against the Grantor. In such instance, the Grantee shall notify the Lead Grantee, other Grantee and the Grantor of its intent to exercise its enforcement rights at

least 10 days prior to exercising such rights. Neither the 45-day nor 10-day notification requirements shall apply when their application may result in significant harm to the conservation purposes of this Easement.

In addition to injunctive relief, the Grantee(s) shall be entitled to seek the following remedies in the event of a violation:

(a) money damages, including damages for the loss of the resources protected under the Purpose of this Easement; and

(b) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case, where a court finds that a violation has occurred, Grantor shall reimburse the Grantee(s) for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of the Grantee(s) to discover a violation or to take immediate legal action shall not bar the Grantee(s) from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

24. Dispute Resolution

If a dispute arises between the Grantor and Grantee(s) concerning the consistency of any proposed use or activity with the purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either the Grantor or the Grantee(s) may request a meeting between the parties, or refer the dispute to mediation by written request. Within ten (10) days of such request, the Grantee(s) shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. Reasonable costs associated with the mediation process shall be determined by the impartial mediator. Nothing in this clause shall diminish the Grantees' rights under Section 23 ("Enforcement").

25. Transfer of Easement

All Grantees, acting together, or any sole remaining Grantee, which has acquired the rights of the another Grantees, shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or "not-for-profit conservation organization" as defined by Section 49 of the ECL and "qualified organization" under Section 170(h) of the Code, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If a Grantee ever ceases to exist or qualify under Section 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor and the Department of Agriculture and Markets must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets must approve the choice of any new non-governmental organization or

public agency designated as "Grantee," and neither shall not unreasonably withhold or delay such approval.

26. Rights Vest In County

In the event that the Conservancy were to cease to exist, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the Conservation Law, or fail to provide an annual monitoring report pursuant to Section 22 ("Right of Inspection") above, for a period of four (4) months after receipt of notice of the failure to provide an annual monitoring report, by either certified mail or by recognized national over-night, delivery service, is delivered by the County to the Conservancy at its last known address, then the Conservancy's rights and obligations under this Easement shall immediately vest in the County. If the Conservancy were to remain in existence at the date at which its rights in this Easement were to become vested in the County as provided herein, the Conservancy shall execute and record in the Dutchess County Clerk's Office an assignment of this Easement in accordance with Article 49, Title 3, of the ECL. If the Conservancy were not to be in existence at the date at which its rights were thus to become vested in the County, or if the Conservancy were to fail to execute such a requisite assignment, then the County may compel such an assignment by appropriate action in a court of competent jurisdiction.

27. Transfer of Property

Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This {conveyance, lease, mortgage, easement, etc.} is subject to an Easement which runs with the land and which was granted to _____ by instrument dated _____, and recorded in the office of the Clerk of Dutchess County at Document No. _____ of Deeds." Grantor shall notify the Lead Grantee and the Department of Agriculture and Markets in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. The failure to notify the Lead Grantee or the Department of Agriculture and Markets or to include said language in any deed or instrument shall not, however, affect the validity or applicability of this Easement to the Property or limit its enforceability in any way.

28. Amendment of Easement

This Easement may be amended only with the written consent of the Grantees and current Grantor, and with the approval of the Department of Agriculture and Markets. Any such amendment shall be consistent with the Purpose of this Easement and shall comply with the ECL and any regulations promulgated thereunder and shall not unreasonably restrict or regulate farm operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law. Any such amendment shall be duly recorded.

29. Extinguishment of Easement

At the mutual request of Grantor, the Grantees, the Department of Agriculture and Markets, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Purpose of this Easement described in Section 2 ("Purpose"), extinguish or modify this Easement in accordance with applicable law. In that case, the mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain, make impossible the continued use of the Property for the Purpose of this Easement as described in Section 2 ("Purpose") herein, the restrictions may be extinguished by judicial proceeding. In either case, upon any subsequent sale, exchange or involuntary conversion by the Grantor, the County and the Town shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 30 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, the County and the Town shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies times the percentage determined under Section 30 ("Proceeds").

30. Proceeds

The grant of this Easement gives rise to a property right, immediately vested in the Grantees, which, for purposes of calculating value in the event of any such extinguishment or partial extinguishment or proceeds from a sale or other disposition of the Property as contemplated under Section 29 ("Extinguishment of Easement"), shall have a value equal to a percentage of the value of the Property unencumbered by this Easement (the "Proportionate Share"). The Proportionate Share is determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share is 57%. The Proportionate Share shall remain constant (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property).

With regard to the portion of such Proportionate Share equal to the percentage of the purchase price of this Easement that was paid using State Farmland Protection Program Grant funds, the County agrees to use such portion in a manner consistent with the Primary Purpose of this Easement: to conserve viable agricultural land and soil resources. Prior to such use of the proceeds, the County must notify the Department of Agriculture and Markets. The County and the Town, which have contributed to the purchase price for this Easement, shall share proportionate to their contribution to the purchase price of the Easement, in whatever proceeds become available upon the extinguishment of the Easement and subsequent sale, exchange or involuntary conversion of the Property. The County shall be entitled to 72% of the Proportionate Share referenced above. The County's share includes the State's contribution toward the project costs of acquiring the Easement. The Town shall be entitled to 28% of the Proportionate Share referenced above.

31. Interpretation

At the mutual request of Grantor, the Grantees, the Department of Agriculture and Markets, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Purpose of this Easement described in Section 2 ("Purpose"), extinguish or modify this Easement in accordance with applicable law. In that case, the mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

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31. Interpretation

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to affect the Purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

32. Successors

Every provision of this Easement that applies to Grantor, the County, the Town or the Conservancy shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

33. Severability

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

34. Notices

Any notice required or desired to be given by any party under any provision of this Easement shall be in writing and shall be sent by (i) personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: (a) if to the Conservancy, at the address set forth above or its last known address if such address has changed; (b) if to Grantor, at the address set forth above; (c) if to any subsequent owner, at the address of the Property; (d) if to the Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235; (e) if to the Town at 249 Duncan Road, LaGrangeville, New York 12540 or at its official address; and (g) if to the County, any notices necessary or convenient hereunder shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors at their official addresses, which at present are:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601

Dutchess County Commissioner of Planning and Development
27 High Street
Poughkeepsie, New York 12601

The Grantor shall send or deliver all notices and communications required by this Easement, to the Lead Grantee. The Lead Grantee shall promptly, upon such notification from

the Grantor, forward such notice to the other Grantee in writing at the above addresses within three business days of receipt by the Lead Grantee.

35. Title

The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Easement; that the Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantees shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

36. Subsequent Liens on Property

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

37. Subsequent Encumbrances

The grant of any easements or use restrictions is prohibited, except with the permission of the Grantees. Any future encumbrances shall be consistent with the primary Purpose of this Easement and shall not unreasonably restrict or regulate farm operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

38. Grantor's Environmental Warranty

Nothing in this Easement shall be construed as giving rise to any right or ability in the Grantees or Department of Agriculture and Markets to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify the Grantees and Department of Agriculture and Markets against, and hold the Grantees and Department of Agriculture and Markets harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state,

or local law necessary to assure its containment and remediation, including any cleanup.

39. Duration of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to the Grantee(s), it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by the Grantee(s).

40. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 28 ("Amendment of Easement").

41. Waiver

No waiver by the Grantee(s) of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by the Grantee(s).

42. Binding Effect

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or owner with respect to such Property for purposes of this Easement and shall, with respect to the Property transferred, have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of its, his or her ownership or conduct.

43. Captions

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Grantor and the Grantees intending to be legally bound hereby, have hereunto set their hands on the date first above written.

BOS-HAVEN FARMS, INC.

By: _____
Timothy Marshall
Title: President

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

DUTCHESS COUNTY

By: _____
Marcus J. Molinaro
County Executive

TOWN OF UNION VALE

By: _____
Lisette Hitsman
Town Supervisor

State of New York)
County of Dutchess), ss:

On the _____day of _____ in the year 201_ before me, the undersigned, personally appeared **Timothy Marshall**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)
County of Dutchess), ss:

On the _____day of _____ in the year 201_ before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)
County of Dutchess), ss:

On the _____day of _____ in the year 201_ before me, the undersigned, personally appeared **Marcus J. Molinaro**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)
County of Dutchess), ss:

On the _____day of _____ in the year 201_ before me, the undersigned, personally appeared **Lisette Hitsman**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

EXHIBIT A

Description of the Property

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of Union Vale, Dutchess County, New York, more particularly described as follows:

CONSERVATION EASEMENT LOCATED ON THE SOUTH SIDE OF CAMBY ROAD, TOWN OF UNION VALE:

BEGINNING at a point in the southerly assumed roadline of Camby Road marking the northeast corner of the herein described easement and marking the northeast corner of lands of Bos-Haven Farms, Inc. located on the southerly side of Camby Road described in Liber 1201 of Deeds at page 213; thence leaving said roadline and along a stone wall and along lands of Yang, S 5 deg. 14' 17" W 416.19 feet, S 6 deg. 20' 46" W 538.54 feet, S 8 deg. 13' 22" W 295.55 feet, S 9 deg. 28' 15" W 85.72 feet, S 5 deg. 33' 14" W 152.52 feet, S 4 deg. 10' 57" W 277.33 feet, S 5 deg. 54' 17" W 205.36 feet, S 3 deg. 20' 39" W 159.50 feet, S 6 deg. 22' W 204.25 feet, and S 5 deg. 49' 24" W 323.89 feet to a 24" diameter oak tree located in a stone wall intersection; thence along lands of Verbank Hunting & Fishing Club and along a stone wall N 85 deg. 14' 55" W 324.97 feet, N 84 deg. 59' 24" W 417.52 feet, N 84 deg. 53' 28" W 120.74 feet, N 86 deg. 24' 35" W 83.99 feet, N 77 deg. 40' 38" W 48.76 feet, N 84 deg. 32' 47" W 226.83 feet, N 87 deg. 05' 59" W 96.16 feet, N 84 deg. 02' W 301.99 feet, N 84 deg. 18' W 206.52 feet, and N 85 deg.

03' 31" W 205.95 feet to a stone wall corner; thence leaving said stone wall N 83 deg. 34' 02" W 237.36 feet to an iron pin,; thence along the lands of Abady N 6 deg. 26' 18" W 270.25 feet to an iron pin, N 42 deg. 46' 08" W 445.57 feet to an iron pin, N 18 deg. 55' 18" W 438.61 feet to an iron pin, N 38 deg. 27' 08" W 350.93 feet to an iron pin, N 4 deg. 46' 48" W 151.57 feet to an iron pin, and S 55 deg. 45' 42" W 26.52 feet to an iron pin in the easterly assumed roadline of On The Green; thence along said roadline N 13 deg. 29' 09" E 35.45 feet, N 2 deg. 39' 06" W 78.67 feet, N 3 deg. 49' 01" W 213.68 feet, N 4 deg. 29' 09" E 120.98 feet, N 15 deg. 49' 32" E 159.01 feet, N 20 deg. 00' 04" E 164.29 feet, N 19 deg. 47' 54" E 142.16 feet, and N 18 deg. 37' 37" E 258.38 feet to the intersection of the easterly assumed roadline of On The Green with the southerly assumed roadline of Camby Road; thence along the southerly assumed roadline of Camby Road N 68 deg. 24' 53" E 237.92 feet, N 71 deg. 12' 01" E 65.15 feet, N 75 deg. 40' 59" E 44.03 feet, N 80 deg. 03' 37" E 69.11 feet, N 84 deg. 11' 17" E 98.93 feet, S 89 deg. 01' 14" E 117.20 feet, S 82 deg. 20' 11" E 117.39 feet, S 81 deg. 23' 53" E 293.67 feet, S 79 deg. 48' 45" E 233.29 feet, S 82 deg. 49' 31" E 107.59 feet, S 84 deg. 40' 58" E 110.80 feet, S 85 deg. 44' 21" E 346.64 feet, S 85 deg. 20' 23" E 427.58 feet, and S 84 deg. 28' 24" E 802.09 feet to the point or place of beginning. Containing 176.58 acres of land.

ZONE FOR FUTURE FARMSTEAD COMPLEX:

BEGINNING at a 24" diameter oak tree located in a stone wall intersection marking the southeast corner of the herein described parcel and marking the southeast corner of lands of Bos-Haven Farms, Inc. located on the south side of Camby Road and described in Liber 1201 of Deeds at Page 213, containing 176.58 acres of land; thence along a stone wall and along lands of Verbank Hunting & Fishing Club, N 85 deg. 14' 55" W 324.97 feet, N 84 deg. 59' 24" W 417.52 feet, N 84 deg. 53' 28" W 120.74 feet, and N 86 deg. 24' 35" W 83.99 feet to the southwest corner of the herein described parcel; thence leaving said stone wall and through said lands of Bos-Haven Farms, Inc., N 13 deg. 06' 30" E 1302.01 feet, and S 81 deg. 23' 16" E 769.93 feet to a point in a stone wall marking the northeast corner of the herein described parcel; thence along said stone wall and along lands of Yang, S 5 deg. 33' 14" W 67.20 feet, S 4 deg. 10' 57" W 277.33 feet, S 5 deg. 54' 17" W 205.36 feet, S 3 deg. 20' 39" W 159.50 feet, S 6 deg. 22' W 204.25 feet, and S 5 deg. 49' 24" W 323.89 feet to the point or place of beginning. Containing 25.00 acres of land.

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

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

Farm Name: Bos Haven | Local Government Applicant: Dutchess County

Estimated Acres to be Permanently Protected = 176.5800

Value of Development Rights = $ 1,234,067 | $ per acre = $ 6,989 | If value is greater than $29,000/acre, use Form B.3.

		FUNDING SOURCES										
			Local Government				Other[5]					
-	Estimated Costs[1]	State Contribution[2]	County (cash)[3]	County (in-kind)	Town (cash)[4]	Town (in-kind)	(cash)	(in-kind)	Sum of Funding Sources (cash)[6]	Sum of In-Kind Contributions[7]	Landowner Contribution[8]	Proposed Purchase Price of Conservation Easement[9]
LAND COSTS												
Value of Development Rights	$ 1,234,067	$ 773,225	$ 331,434		$ 129,408		$ -		$ 1,234,067		$ -	$ 1,234,067
TRANSACTION COSTS												
Title Insurance	$ 5,707	$ 5,707	$ -		$ -		$ -		$ 5,707		$ -	
Survey(s)	$ 17,190	$ 17,190	$ -		$ -		$ -		$ 17,190		$ -	
Appraisal	$ 3,500	$ 3,500	$ -		$ -		$ -		$ 3,500		$ -	
Project Partners' Staff Time[10] (e.g., contract administration, project management, outside easement expertise, etc.)	$ 24,500	$ -	$ -		$ -	$ -	$ -	$ 24,500	$ -	$ 24,500	$ -	
Outside Legal Fees (if any)	$ 3,000	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ -	$ -	
Recording Fees	$ 255	$ 255	$ -		$ -		$ -		$ 255	$ -	$ -	
Stewardship Fee[11]	$ 10,000	$ 10,000	$ -		$ -		$ -		$ 10,000		$ -	
Baseline Documentation Report	$ 2,000	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,000	$ -	$ -	
Other transactional cost[12]: Misc expenses	$ 500	$ -	$ -		$ -	$ -	$ -	$ 500	$ -	$ 500	$ -	
Other transactional cost[12]:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Other transactional cost[12]:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Subtotal =	$ 66,652	$ 41,652	$ -	$ -	$ -	$ -	$ -	$ 25,000	$ 41,652	$ 25,000	$ -	
-									$ 41,652	$ 25,000		Local Match Total[14]
TOTAL PROJECT COSTS	$ 1,300,719	$ 814,877	$ 331,434	$ -	$ 129,408	$ -	$ -	$ 25,000	$ 1,275,719	$ 25,000	$ -	$ 485,842
Percentage of Total Project Cost from Each Contributor[13]		62.6%	25.5%	0.0%	9.9%	0.0%	0.0%	1.9%			0.0%	37.4%
Auto Math Check[16] Total Project Costs =	$ 1,300,719	100.0%									Percentage of Local Match that is In-Kind[15] =	5.1%

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

INSTRUCTIONS FOR FILLING OUT FARMLAND PROTECTION IMPLEMENTATION GRANT FORM B.2.

(1) Enter estimated costs for each item associated with this transaction. Value of development rights will automatically fill from above. All costs should be based on the most accurate data available at the time of application. Ideally, the value of development rights will be based on a recent appraisal.

(2) State contribution shall not exceed 75% of total project cost. However, the State contribution toward any individual cost item may be greater than 75%. Project managers should enter the State contribution for each cost item based on how the project is anticipated to be funded.

(3) If a county is contributing funding to the project, project manager must allocate that funding as it is anticipated to be used to close the project. Actual allocation may be altered prior to the final distribution of State funds provided that the State approves any such reallocation.

(4) If a town is contributing funding to the project, project manager must allocate that funding as it is anticipated to be used to close the project. Actual allocation may be altered prior to the final distribution of State funds provided that the State approves any such reallocation.

(5) Any "Other" funding applied to the project must be allocated in this column in the same manner as that for county and/or town funds. Each source and the specific amount being contributed from each source must be identified in supplemental budget documentation.

(6) This column automatically sums all sources of cash allocated to cover the project costs.

(7) This column automatically sums all contributions of in-kind services allocated to certain project costs.

(8) The Landowner Contribution for each item is calculated as the difference between total cost of the item and funding available for it. In the case of "Land Costs" this represents a landowner donation resulting from a bargain sale of the conservation easement. For each transaction cost that the landowner will pay for or towards, that amount must be paid by the landowner prior to his/her receipt of any payment from the proceeds of the State disbursement.

(9) Proposed Purchase Price is the amount of consideration that the landowner will receive for the sale of this conservation easement. That amount must be entered into the purchase and sale contract and the conservation easement. This number is automatically calculated as the difference between the value of the development rights (column 1) and the sum of the funding sources available (column 9).

(10) Value of staff time necessary to assist with the conservation easement transaction for this project. Staff includes paid or volunteer employees of any project partner (including consultants). Direct costs should be entered in the appropriate columns as a "cash" amount whereas any non-cash contribution of staff time should be entered in the appropriate column as an "in-kind" amount. (Do not include cost of baseline documentation report anywhere along this line; that item is identified elsewhere on this form.)

(11) State contribution shall not exceed $10,000 per conservation easement.

(12) Other transaction costs must be identified separately. Examples include title report, GIS mapping, printing, Phase I Environmental Site Assessment, etc. Be sure to reflect any in-kind contribution toward any such item in the appropriate County, Town and/or Other column.

(13) State funding % shall not exceed 75.0%.

(14) Applicant must provide documentation acceptable to the Deparment accounting for the encumbrance or expenditure of the required local match for this project, including any costs paid for by the landowner, prior to the time of closing.

(15) In-kind contributions shall not exceed 80% of the local match or $25,000, whichever is less.

(16) Auto math check confirms that the total project costs sum correctly and that the sum of the local match (%) and state share (%) equal 100%.

AGREEMENT
(Monitoring Plan)

THIS AGREEMENT, made this day of , 20__, by and between **BOS HAVEN FARM, INC.** with an address of 79 Camby Road, Town of Union Vale, Verbank, Dutchess County, New York 12585, (the "Owner"), the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"), the **TOWN OF UNION VALE**, a municipal corporation with offices at 249 Duncan Road, LaGrangeville, New York 12540, (the "Town"), and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 2908 Route 44, Millbrook, New York 12545 (the "Conservancy").

WITNESSETH:

WHEREAS, the County, Town and the Conservancy have been cooperating to implement a Farmland Protection Grant from the New York State Department of Agriculture and Markets which will result in the acquisition of a conservation easement of approximately 176.58 acres on Bos Haven Farm located on Camby Road, Town of Union Vale, Dutchess County, New York, and

WHEREAS, as a result thereof, the County, Town and the Conservancy shall co-hold the Conservation Easements for Bos Haven Farm with each assuming such rights, obligations, and responsibilities as set forth therein, and

WHEREAS, the Conservancy, in its role as a conservation organization, has obtained extensive experience monitoring and administering conservation easements, and as a co-holder of this easement, shall make its services available to the County and Town to monitor and administer this Conservation Easement, and

WHEREAS, this agreement shall further define those rights, obligations and responsibilities, now, therefore it is mutually agreed by and between the parties as follows:

1. SCOPE OF SERVICES. While the County and the Town have the right to enforce the Conservation Easement, the Conservancy is primarily responsible for monitoring Bos Haven Farm in a systematic manner to insure compliance with the terms of the conservation easement, all further set forth in the Conservation Easement. The Conservancy shall provide, using standards of care acceptable to the County in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services as set forth in Exhibit "A" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall become effective upon the conveyance of the conservation easement of approximately 176.58 acres on Bos Haven Farm (Dutchess County Tax Map Number 6763-00-113166) to the County, Town and the Conservancy and shall run for a period co-terminus with the Conservancy's term as co-holder of this Conservation Easement.

3. PAYMENT. The Conservancy has undertaken its responsibilities hereunder because the conservation easement to be acquired protects the agricultural values of Bos Haven Farm and promote the use of sound agricultural practices which will further its charitable purposes of preserving the natural ecological, cultural and scenic value of the Hudson River Valley. Nevertheless, to assist the Conservancy in achieving its goals, and in recognition of the costs it may otherwise sustain in pursuing these objectives, and for the assistance it is providing to the County in achieving its conservation and economic purposes, the County, as full and complete consideration for the services so rendered shall include in its application to the New York State Department of Agriculture and Markets, a request for $10,000.00. After approval of that request by the Department that sum is to be paid over to the Conservancy to be used by it to establish a stewardship fund to defray the cost of monitoring and administering the above referenced conservation easement. The $10,000.00 shall be deposited in an appropriate account and shall be subject to audit by the County Comptroller from time to the time as the Comptroller, in his discretion deems appropriate. Upon termination of this Agreement or the underlying conservation easements, the Conservancy shall pay over to the County any funds remaining in the stewardship fund account up to a maximum of $10,000.00.

4. INDEPENDENT CONSERVANCY STATUS. The Conservancy agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County or Town, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County or Town on behalf of the Conservancy or its employees; that the Conservancy shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County or Town; that the Conservancy shall have no workers' compensation or disability coverage through the County or Town for the Conservancy or its employees, and that the Conservancy shall not be entitled to make any claim against the County or Town for these or any other rights or privileges of an officer or employee of the County or Town.

5. INDEMNIFICATION BY CONSERVANCY. The Conservancy shall hold the County and Town harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Contract.

6. INDEMNIFICATION BY THE COUNTY. The County shall hold the Conservancy and Town harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Contract.

7. INDEMNIFICATION BY THE TOWN. The Town shall hold the Conservancy and the County harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Contract.

8. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Conservancy shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

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

(b) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of $1,000,000.00. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County must be listed as additional named insured.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Conservancy to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Conservancy to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Conservancy from any liability under this Agreement.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County Director of Risk Management prior to commencement of any work under this Agreement.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the County. In addition, every policy required above shall be primary insurance and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by the Conservancy. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Conservancy shall be solely responsible for any deductible losses under each of the policies required above. Proof of additional insured coverage shall be evidenced through an additional insured endorsement provided by the insurance carrier.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to

become due the Conservancy until the Conservancy furnishes such additional security as is determined necessary by the County.

9. USE OF PRIVATE AUTOMOBILES. The Conservancy represents that it does not own any automobiles and its employees use their own private automobiles when an automobile is necessary for conservancy business. The Conservancy will insure all of its employees and any others, discharging responsibilities pursuant to this Contract, shall be licensed to drive in New York State and shall have, at least, the statutory insurance coverage required by New York State Law.

10. QUALIFICATIONS OF CONSERVANCY. The Conservancy specifically represents that it, and its members, officers, employees, agents, servants, consultants and sub-contractors, have the experience, knowledge, and character necessary to perform their particular duties under this Agreement

11. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, national origin, disability or marital status.

Conservancy shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

12. RETENTION OF RECORDS. The Conservancy agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies related to this Agreement and the Conservation Easements. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice. The Baseline Documentation Report and Monitoring records shall be permanently maintained in an Archival Storage Facility. All correspondence pertaining to the Conservation Easements shall be maintained in perpetuity. Other records shall be maintained for a period of six (6) years on an ongoing basis unless the County requires otherwise. In such event, the County shall, upon request of the Conservancy, provide an Archival Storage Facility for such other records.

13. NON-ASSIGNMENT. This Agreement may not be assigned by the Conservancy nor his right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

14. EXECUTORY. This Agreement shall be deemed executory only to the extent of moneys appropriated and available to the County for the purpose of this Agreement, as specified in the County's adopted Budget and no liability on account thereof shall be incurred by the County beyond the amount of such moneys. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available moneys for the purpose of this Agreement.

15. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Att: Rebecca E. C. Thornton, Executive Director
Dutchess Land Conservancy, Inc.
2908 Route 44
Millbrook, NY 12545

Dutchess County
Att: County Attorney's Office
22 Market Street
Poughkeepsie, NY 12601

Town of Union Vale
Att: Supervisor
249 Duncan Road
LaGrangeville, NY 12540

16. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

17. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

18. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

19. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Conservancy hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. Conservancy must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Conservancy will have thirty (30) calendar days after service is complete in which to respond.

21. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

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

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

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

_____
Kealy Salomon
Commissioner of Planning & Development

DUTCHESS LAND CONSERVANCY, INC.

By:_____
Rebecca E. C. Thornton,
Executive Director

TOWN OF UNION VALE

_____
Supervisor

SCOPE OF SERVICES

The parties recognize that this Scope of Services outlines the monitoring techniques presently contemplated. As these techniques change over time, the general intent of this Scope of Services will be maintained.

A. General Approach

In-person site visit and/or fly over property by aerial over flight by Conservancy staff to assure compliance with the conservation easements.

B. Minimum Frequency for Monitoring Visits

Annually, typically in the late fall when the foliage is off vegetation. Monitoring during hunting season will be avoided.

C. Procedure

- Verify property ownership before monitoring to detect any changes.
- Contact landowner by letter well in advance of visit. Site visits can be done with landowner present, although it is not necessary for the landowner to be present during the site visit.

- Review baseline file including.
  (1) Conservation Easement or Conservation Easement Summary.
  (2) Baseline documentation maps and photographs
  (3) Existing Conditions Report
  (4) Previous monitoring records.

D. Ground Monitoring

- Visit property, bringing:
  (1) easement summary
  (2) copy of easement
  (3) camera with high speed film, back up camera
  (4) survey plan (or other detailed map)
  (5) baseline documentation map showing site features (or topographic map with property boundaries drawn in)
  (6) easement inspection form/monitoring log
  (7) compass, measuring tape, measuring wheel or string, fluorescent flagging, bug repellent (in season), study clothing, boots, blaze orange/red hat and or vest/jacket, whistle, compass, pens/pencils, field notebook, scale, Swiss army knife, water bottle, etc.
  (8) photo location map/baseline photos
  (9) copy of baseline map to make notes on
- Meet with landowner (upon request), review easement terms, answer any questions
- Inspect property:
  (1) find and walk boundaries
  (2) check any likely trouble spots
  (3) check special conservation features, e.g. location of rare plants
  (4) note any significant changes, natural or manmade

(5) photograph changes or trouble areas and map photo locations on baseline map copy
(6) fill out inspection form (this can be done back at the office using notes taken in the field)
(7) identify problems that need follow-up

E. Aerial Monitoring

- Aerial monitoring to be performed by Conservancy staff who know the property and can interpret the Property form the air
- Prepare flight plan
  (1) Arrange date and time with pilot, schedule airplane
- Conduct aerial surveillance, bringing:
  (1) Easement summary
  (2) Camera and film, back up camera
  (3) Baseline documentation map showing features (or topographic map of aerial photograph with property boundaries drawn in)
  (4) Notebook, pens/pencils
- Note any changes/questionable areas and take photographs
- Follow up questionable areas with on-the-ground inspection.

F. Post-Inspection Record Keeping

- Fill out inspection form, sign and date it
- Key new photos to map using field notes and map; label and file photographs in baseline file
- Send landowner letter summarizing finds - keep a copy in the baseline file (have landowner acknowledge receipt of letter)
- Send County letter summarizing findings
- Store monitoring records safely together. Archive originals with original Baseline Documentation Report and keep on copy in the office for reference.

G. Landowner Relationships

- Landowner Contact - a good working relationship with the landowner is fundamental to a successful stewardship program.
  (1) Build a spirit of cooperation, beginning before easements are signed.
  (2) Explain monitoring program, easement holder's role in enforcement, what the landowner can expect.
  (3) Personally contact a new landowner anytime land changes hands, even within the same family.
  (4) Make sure new owner understands the purposes and terms of the easement and the monitoring program
  (5) Maintain personal contact with all landowners periodically, even if aerial monitoring

H. Handling Violations

- In the event of a violation of, or non-compliance with, the terms of the Conservation Easement, the Conservancy will notify the County in writing within 48 hours of the discover.
- The Conservancy, as primary monitor, will then notify the Landowner about the violation.
- The conservancy shall try to resolve problem through negotiation.
  (1) Establish plan for restoration and set a deadline for compliance.
  (2) Follow up all contacts in writing, via certified mail
  (3) Inspect restoration work and document compliance
- Consult County Attorney's office if violation activity continues or if landowner refuses to cooperate with restoration plan.
- Said responsibility or legal enforcement lies with the County.

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Environment Committee Roll Call

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

Present: ~~12~~ 9 **Absent:** 0 3 (w) **Vacant:** 0

Resolution: ✓ **Motion:** ___

Total : 9 Yes, 0 No

Abstentions: 0

2012344 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON BOS HAVEN FARM IN THE TOWN OF UNION VALE AND THE TOWN OF WASHINGTON, NEW YORK

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012344 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON BOS HAVEN FARM IN THE TOWN OF UNION VALE AND THE TOWN OF WASHINGTON, NEW YORK

Date: 12/6/12

Environment

RESOLUTION NO. 2012345

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE GREIG FAMILY FARM IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK

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

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2012) for an award in an amount not to exceed $220,000.00 in grant funds available through the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 159.92 acres of Property, known as the Greig Family Farm (Tax Grid Numbers 6374-00-677518,854567, 760494 and 640370) located at Rockefeller Lane in the Town of Red Hook, Dutchess County, New York, and

WHEREAS, as a result of the organizing efforts and an application of the Scenic Hudson Land Trust ("Scenic Hudson") and the Conservancy, the USDA Farm and Ranchland Protection Program (FRPP) will contribute $485,277.00 towards the purchase of the agricultural conservation easement on the Property, the Town of Red Hook $242,639.00, Dutchess County up to $220,000.00 and Scenic Hudson and the Conservancy additional funds and in-kind services in the approximate amount of $55,396.00 for a total contribution of $1,003,312.00 which includes the purchase price for the Property and project related acquisition costs; and

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, which shall assume primary responsibility to monitor and enforce the easement, and

WHEREAS, the Dutchess County Department of Planning and Development has identified the Town of Red Hook, the USDA Farm and Ranchland Protection Program, and the County as involved agencies and the proposed action as an Type I, and

WHEREAS, 6 NYCRR Part 617 requires the designation of a lead agency from among the involved agencies before a determination of significance can be made, and

WHEREAS, the determination of significance must be made before project review can commence, and

WHEREAS, the Town of Red Hook and the USDA Farm and Ranchland Protection Program have consented to the designation of Dutchess County as lead agency, and

WHEREAS, it is the purpose of this resolution to formalize and establish the County as the lead agency, which will undertake and coordinate this project pursuant to the New York State Environmental Quality Review Act, now, therefore, be it

RESOLVED, that the County hereby assumes lead agency status with respect to a grant award to partially fund the purchase an agricultural conservation easement of 159.92 acres on the Greig Family Farm (Grid Nos. 6374-00-677518,854567, 760494 and 640370) in the Town of Red Hook, Dutchess County.

CA-238-12
ADR:kvh/
R-0909/Greig Family Farm
12/7/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Environmental review of the proposed farmland protection project does not require the expenditure of County funds.

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

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Environment Committee Roll Call

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

Present: 9 **Resolution:** ✓ **Total :** 9 Yes 0 No

Absent: 3 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012345 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE GREIG FAMILY FARM IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012345 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE GREIG FAMILY FARM IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK

Date: 12/6/12

Environment

RESOLUTION NO. 2012346

RE: ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE GREIG FAMILY FARM IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK

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

WHEREAS, the County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2012) for an award in an amount not to exceed $220,000.00 in grant funds available through the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 159.92 acres of Property, known as the Greig Family Farm (Tax Grid Numbers 6374-00-677518,854567, 760494 and 640370) located at Rockefeller Lane in the Town of Red Hook, Dutchess County, New York, and

WHEREAS, as a result of the organizing efforts and an application of the Scenic Hudson Land Trust ("Scenic Hudson") and the Conservancy, the USDA Farm and Ranchland Protection Program (FRPP) will contribute $485,277.00 towards the purchase of the agricultural conservation easement on the Property, the Town of Red Hook $242,639.00, Dutchess County up to $220,000.00 and Scenic Hudson and the Conservancy additional funds and in-kind services in the approximate amount of $55,397.00 for a total contribution of $1,003,312.00 which includes the purchase price for the Property and project related acquisition costs; and

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, which shall assume primary responsibility to monitor and enforce the easement, and

WHEREAS, approval of an award to partially fund the purchase of a conservation easement on the Greig Farm constitutes an action subject to the State Environmental Quality Review Act, and

WHEREAS, the County has been designated Lead Agency from among the involved agencies and has the responsibility to make a determination of significance, and

WHEREAS, the Dutchess County Department of Planning and Development has concluded, after review of a Full Environmental Assessment Form that the proposed Project: 1) is a Type I Action; and 2) will not have a significant adverse impact on the environment, and

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

WHEREAS, a true copy of the Full Environmental Assessment Form and the Negative Declaration reflecting the finding of non-significance are annexed hereto and made a part hereof, now therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the Full Environmental Assessment Form and Negative Declaration, concluding a grant award to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy, on approximately 159.92 acres on the Greig Family Farm (6374-00-677518,854567, 760494 and 640370) located at Rockefeller Lane in the Town of Red Hook, Dutchess County, New York which will not have a significant adverse impact on the environment.

CA-239-12
ADR: kvh
R-0909 (Greig Family Farm)
12/7/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Environmental review of the proposed farmland protection project does not require the expenditure of County funds.

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

DuLpdf

12-12-79 (3/99)-9c

SEQR

State Environmental Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number

Date: December 6, 2012

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The County of Dutchess as lead agency, has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Impact Statement will not be prepared.

Name of Action:

Partial Funding by Dutchess County of a Conservation Easement on the Greig Family Farm

SEQR Status: Type 1 ☑ Unlisted ☐

Conditioned Negative Declaration: ☐ Yes ☑ No

Description of Action:

Dutchess County will provide up to $220,000 from the Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program (PMG) for the purpose of purchasing an agricultural conservation easement on a 159.92-acre portion of the Greig Family Farm in the Town of Red Hook. The parcels, numbers 6374-00-677518, -854567, -760494, and -640370, are owned by James and Corina Greig.

A Restricted Use Appraisal by First Pioneer Farm Credit Appraisal Service, dated November 8, 2011, has established the per-acre cost of the acquisition of $6,069, or a total of $970,554. The USDA's Farm and Ranchland Protection Program (FRPP) will provide a 50% share or $485,277 of the acquisition cost, the Town of Red Hook $242,639 or 25%, and Dutchess County 22.7%. The remaining $22,639 or 2.3% and an estimated $32,758 in project-related costs will be provided by project sponsors the Scenic Hudson Land Trust and Dutchess Land Conservancy.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

Rockefeller Lane, Red Hook, Dutchess County, New York

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

The Greig Farm is centrally situated within the core concentration of agricultural land known as the Red Hook "Bread Basket," an area identified in the Dutchess County Agriculture and Farmland Protection Plan, Directions, the Plan for Dutchess County; Greenway Connection: Greenway Compact Program and Guides for Dutchess County Communities as one of ten principal agricultural areas in Dutchess County.

The Greig Family Farm is located within close proximity to more than 3,000 acres of Red Hook farmland that have been permanently protected as a result of a series of funding partnerships that have variously included the Town, the County, the State, the USDA, the Scenic Hudson Land Trust, Dutchess Land Conservancy (DLC), and Winnakee Land Trust.

The Town of Red Hook Community Preservation Protection Plan (CPPP), adopted in 2011, ranks this 159.92-acre portion of the Greig Farm at the highest priority level for protection. Ninety three percent of the Greig property consists of prime farmland soils, currently farmed for high yield row crop vegetables. The Saw Kill Creek, a tributary of the HUdson River and a Class C trout stream, traverses the property.

A USDA Farm and Ranchland Protection Program (FRPP) grant award to Scenic Hudson and project co-sponsor Dutchess Land Conservancy will provide 50% of the acquisition costs to purchase the development rights on seven farms in Dutchess and Columbia Counties, including the Greig Farm parcels. Funding partners for the Greig Farm conservation easement include the Town of Red Hook, the PMG Matching Grant Program, Scenic Hudson, and DLC.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of pubication In the ENB)

For Further Information:

Contact Person: Noela Hooper

Address: Dept of Planning & Development, 27 High Street, Poughkeepsie, NY 12601

Telephone Number: 845-486-3600

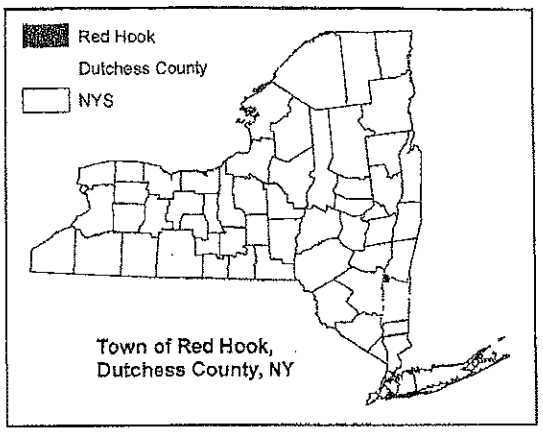
For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:

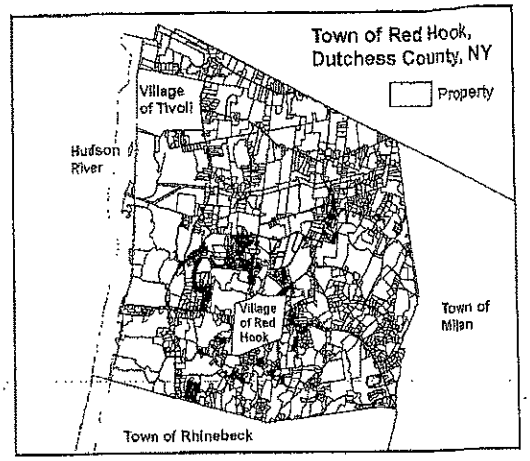
Chief Executive Officer , Town / City / Village of Town of Red Hook

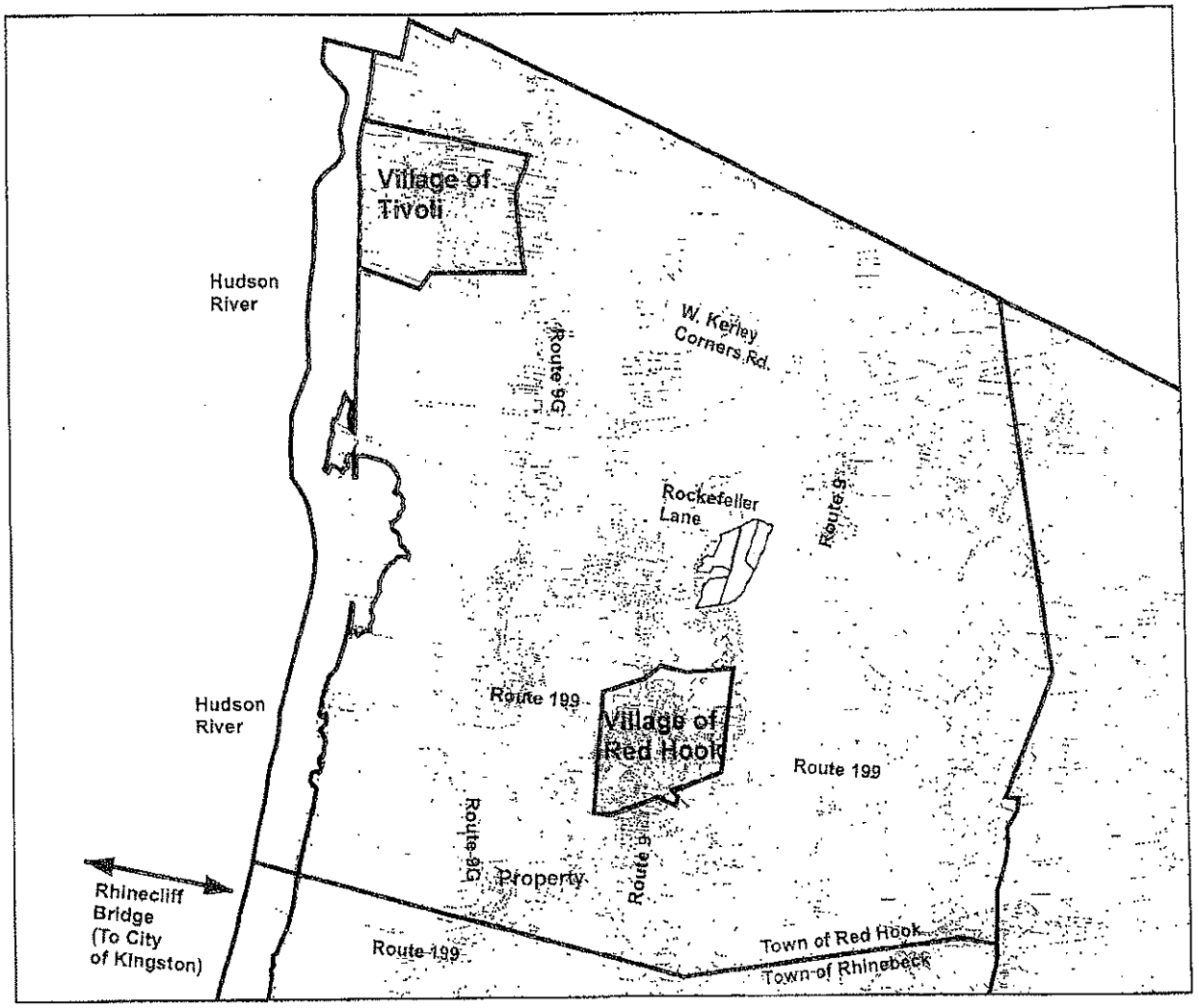
Other involved agencies (If any)

Applicant (If any)

Environmental Notice Bulletin, 625 Broadway, Albany NY, 12233-1750 (Type One Actions only)







Greig Farm

Rockefeller Lane
Town of Red Hook, Dutchess County NY
156.5 Acres
(Acreage per Tax Parcel Data)

April 13, 2012

Miles
0 0.5 1
1:90,000

Location Map

Property

Tax Parcels

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

Part 1: Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.

Part 2: Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.

Part 3: If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project: ☑ Part 1 ☑ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

☒ A. The project will not result in any large and important impact(s) and, therefore, is one which **will not** have a significant impact on the environment, therefore **a negative declaration will be prepared.**

☐ B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore **a CONDITIONED negative declaration will be prepared.***

☐ C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore **a positive declaration will be prepared.**

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Partial Funding, Conservation Easement on Greig Farm, Town of Red Hook, Dutchess County

Name of Action

County of Dutchess

Name of Lead Agency

Kealy Salomon
Print or Type Name of Responsible Officer in Lead Agency

Commissioner of Planning and Development
Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Noela J. Hooper
Signature of Preparer (If different from responsible officer)

10/19/12
Date

website

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable?** The reviewer is not expected to be an expert environmental analyst.

! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.

! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.

! The number of examples per question does not indicate the importance of each question.

! In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be **any** impact.

b. **Maybe** answers should be considered as **Yes** answers.

c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.

d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.

e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.

f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
Impact on Land			
1. Will the Proposed Action result in a physical change to the project site? NO ☒ YES ☐			
Examples that would apply to column 2 • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%.	☐	☐	☐ Yes ☐ No
• Construction on land where the depth to the water table is less than 3 feet.	☐	☐	☐ Yes ☐ No
• Construction of paved parking area for 1,000 or more vehicles.	☐	☐	☐ Yes ☐ No
• Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface.	☐	☐	☐ Yes ☐ No
• Construction that will continue for more than 1 year or involve more than one phase or stage.	☐	☐	☐ Yes ☐ No
• Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year.	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a santary landfill.	☐	☐	☐ Yes ☐ No
• Construction in a designated floodway.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

☒ NO ☐ YES

• Specific land forms:	☐	☐	☐ Yes ☐ No

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

☒ NO ☐ YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	☐	☐	☐ Yes ☐ No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	☐	☐	☐ Yes ☐ No
• Extension of utility distribution facilities through a protected water body.	☐	☐	☐ Yes ☐ No
• Construction in a designated freshwater or tidal wetland.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

4. Will Proposed Action affect any non-protected existing or new body of water?

☒ NO ☐ YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	☐	☐	☐ Yes ☐ No
• Construction of a body of water that exceeds 10 acres of surface area.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
5. Will Proposed Action affect surface or groundwater quality or quantity? ☒ NO ☐ YES			
Examples that would apply to column 2			
• Proposed Action will require a discharge permit.	☐	☐	☐ Yes ☐ No
• Proposed Action requires use of a source of water that does not have approval to serve proposed (project) action.	☐	☐	☐ Yes ☐ No
• Proposed Action requires water supply from wells with greater than 45 gallons per minute pumping capacity.	☐	☐	☐ Yes ☐ No
• Construction or operation causing any contamination of a water supply system.	☐	☐	☐ Yes ☐ No
• Proposed Action will adversely affect groundwater.	☐	☐	☐ Yes ☐ No
• Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity.	☐	☐	☐ Yes ☐ No
• Proposed Action would use water in excess of 20,000 gallons per day.	☐	☐	☐ Yes ☐ No
• Proposed Action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions.	☐	☐	☐ Yes ☐ No
• Proposed Action will require the storage of petroleum or chemical products greater than 1,100 gallons.	☐	☐	☐ Yes ☐ No
• Proposed Action will allow residential uses in areas without water and/or sewer services.	☐	☐	☐ Yes ☐ No
• Proposed Action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?
   ☐ NO ☐ YES

Examples that would apply to column 2

• Proposed Action would change flood water flows	☐	☐	☐ Yes	☐ No
• Proposed Action may cause substantial erosion.	☐	☐	☐ Yes	☐ No
• Proposed Action is incompatible with existing drainage patterns.	☐	☐	☐ Yes	☐ No
• Proposed Action will allow development in a designated floodway.	☐	☐	☐ Yes	☐ No
• Other impacts:	☐	☐	☐ Yes	☐ No

IMPACT ON AIR

7. Will Proposed Action affect air quality?
   ☐ NO ☐ YES

Examples that would apply to column 2

• Proposed Action will induce 1,000 or more vehicle trips in any given hour.	☐	☐	☐ Yes	☐ No
• Proposed Action will result in the incineration of more than 1 ton of refuse per hour.	☐	☐	☐ Yes	☐ No
• Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour.	☐	☐	☐ Yes	☐ No
• Proposed Action will allow an increase in the amount of land committed to industrial use.	☐	☐	☐ Yes	☐ No
• Proposed Action will allow an increase in the density of industrial development within existing industrial areas.	☐	☐	☐ Yes	☐ No
• Other impacts:	☐	☐	☐ Yes	☐ No

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?
   ☐ NO ☐ YES

Examples that would apply to column 2

• Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site.	☐	☐	☐ Yes	☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	☐	☐	☐ Yes ☐ No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?
☒ NO ☐ YES

Examples that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	☐	☐	☐ Yes ☐ No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?
☒ NO ☐ YES

Examples that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	☐	☐	☐ Yes ☐ No
• Construction activity would excavate or compact the soil profile of agricultural land.	☐	☐	☐ Yes ☐ No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

Proposed action will protect prime agricultural soils, prevent conversion to residential use.

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)
☒ NO ☐ YES

Examples that would apply to column 2 • Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	☐	☐	☐ Yes ☐ No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	☐	☐	☐ Yes ☐ No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

Proposed action will protect existing agricultural view shed.

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?
☒ NO ☐ YES

Examples that would apply to column 2 • Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	☐	☐	☐ Yes ☐ No
• Any impact to an archaeological site or fossil bed located within the project site.	☐	☐	☐ Yes ☐ No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?
☒ NO ☐ YES

Examples that would apply to column 2

• The permanent foreclosure of a future recreational opportunity.	☐	☐	☐ Yes ☐ No
• A major reduction of an open space important to the community.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?
☒ NO ☐ YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

• Proposed Action to locate within the CEA?	☐	☐	☐ Yes ☐ No
• Proposed Action will result in a reduction in the quantity of the resource?	☐	☐	☐ Yes ☐ No
• Proposed Action will result in a reduction in the quality of the resource?	☐	☐	☐ Yes ☐ No
• Proposed Action will impact the use, function or enjoyment of the resource?	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

☒ NO ☐ YES

Examples that would apply to column 2

- Alteration of present patterns of movement of people and/or goods. ☐ ☐ ☐ Yes ☐ No
- Proposed Action will result in major traffic problems. ☐ ☐ ☐ Yes ☐ No
- Other impacts: ☐ ☐ ☐ Yes ☐ No

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

☒ NO ☐ YES

Examples that would apply to column 2

- Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality. ☐ ☐ ☐ Yes ☐ No
- Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. ☐ ☐ ☐ Yes ☐ No
- Other impacts: ☐ ☐ ☐ Yes ☐ No

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

☒ NO ☐ YES

Examples that would apply to column 2

- Blasting within 1,500 feet of a hospital, school or other sensitive facility. ☐ ☐ ☐ Yes ☐ No
- Odors will occur routinely (more than one hour per day). ☐ ☐ ☐ Yes ☐ No
- Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. ☐ ☐ ☐ Yes ☐ No
- Proposed Action will remove natural barriers that would act as a noise screen. ☐ ☐ ☐ Yes ☐ No
- Other impacts: ☐ ☐ ☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change	

IMPACT ON PUBLIC HEALTH

18. Will Proposed Action affect public health and safety?
☒ NO ☐ YES

• Proposed Action may cause a risk of explosion or release of hazardous substances (i.e. oil, pesticides, chemicals, radiation, etc.) in the event of accident or upset conditions, or there may be a chronic low level discharge or emission.	☐	☐	☐ Yes	☐ No
• Proposed Action may result in the burial of "hazardous wastes" in any form (i.e. toxic, poisonous, highly reactive, radioactive, irritating, infectious, etc.)	☐	☐	☐ Yes	☐ No
• Storage facilities for one million or more gallons of liquefied natural gas or other flammable liquids.	☐	☐	☐ Yes	☐ No
• Proposed Action may result in the excavation or other disturbance within 2,000 feet of a site used for the disposal of solid or hazardous waste.	☐	☐	☐ Yes	☐ No
• Other impacts:	☐	☐	☐ Yes	☐ No

IMPACT ON GROWTH AND CHARACTER OF COMMUNITY OR NEIGHBORHOOD

19. Will Proposed Action affect the character of the existing community?
☒ NO ☐ YES

Examples that would apply to column 2

• The permanent population of the city, town or village in which the project is located is likely to grow by more than 5%.	☐	☐	☐ Yes	☐ No
• The municipal budget for capital expenditures or operating services will increase by more than 5% per year as a result of this project.	☐	☐	☐ Yes	☐ No
• Proposed Action will conflict with officially adopted plans or goals.	☐	☐	☐ Yes	☐ No
• Proposed Action will cause a change in the density of land use.	☐	☐	☐ Yes	☐ No
• Proposed Action will replace or eliminate existing facilities, structures or areas of historic importance to the community.	☐	☐	☐ Yes	☐ No
• Development will create a demand for additional community services (e.g. schools, police and fire, etc.)	☐	☐	☐ Yes	☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	☐	☐	☐ Yes ☐ No
• Proposed Action will create or eliminate employment.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

Proposed action will help preserve rural character and agricultural heritage of this community.

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

☒ NO ☐ YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

Instructions (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.

2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).

3. Based on the information available, decide if it is reasonable to conclude that this impact is **important**.

   To answer the question of importance, consider:

   - The probability of the impact occurring
   - The duration of the impact
   - Its irreversibility, including permanently lost resources of value
   - Whether the impact can or will be controlled
   - The regional consequence of the impact
   - Its potential divergence from local needs and goals
   - Whether known objections to the project relate to this impact.

Reset

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Environment Committee Roll Call

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

Present: ~~12~~ 9 **Absent:** 0 3 0 **Vacant:** 0

Resolution: ✓ **Motion:** ___

Total : 9 Yes, 0 No

Abstentions: 0

2012346 ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE GREIG FAMILY FARM IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012346 ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE GREIG FAMILY FARM IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK

Date: 12/6/12

RESOLUTION NO. 2012347

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON THE GREIG FAMILY FARM IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE.

Legislators TRAUDT, BORCHERT, BOLNER, HUTCHINGS, KELSEY, HORTON, PERKINS, and MICCIO offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2012) for an award in the amount not to exceed $220,000.00 in grant funds available through the Dutchess County Partnership for Manageable Growth/Open Space And Farmland Protection Matching Grant Program to partially fund the purchase of an agricultural conservation easement to be held by the Dutchess Land Conservancy ("the Conservancy") on approximately 159.92 acres of Property known as the Greig Family Farm (Grid No. 6374-00-677518, 854567, 760494 and 640370) located at Rockefeller Lane in the Town of Red Hook, Dutchess County, New York, and

WHEREAS, a real estate appraisal by James S. Waterhouse, ARA, of First Pioneer Farm Credit Appraisal Service which is on file with the Clerk to the Legislature values the easement at $6,069.00 per acre for a total of $970,554.00, and

WHEREAS, as a result of the organizing efforts and an application of the Scenic Hudson Land Trust ("Scenic Hudson") and the Conservancy, the USDA Farm and Ranchland Protection Program (FRPP) will contribute $485,277.00, towards the purchase of the agricultural conservation easement on the Property, the Town of Red Hook $242,639.00, Dutchess County up to $220,000.00 and Scenic Hudson and the Conservancy additional funds and in-kind services in the approximate amount of $55,397.00 for a total contribution of $1,003,312.00 which is the purchase price for the Property and project related acquisition costs; and

WHEREAS, the easement shall provide, among other things, that it shall be held by the Conservancy, which shall assume primary responsibility to monitor and enforce the easement, and that the County shall have third party enforcement rights and the right to share proportionately in the proceeds which become available, upon extinguishment, if ever, and

WHEREAS, a Grant Agreement which is subject to various contingencies including approval and acceptance of the easement and related closing documents (e.g. survey, title report and insurance) by the County, the Town, Scenic Hudson and the Conservancy and a Monitoring Agreement, are attached, and

WHEREAS, Resolution 206246, a Bond Resolution, authorized the issuance of $1,000,000 serial bonds of the County for generic open space and farmland purposes, and Resolution 208206, a subsequent Bond Resolution, authorized the issuance of $1,600,000 serial bonds of the County for specific open space and farmland protection purposes/projects and reallocated funds authorized by Resolution 206246, for generic open space and farmland purposes to specific projects, and

WHEREAS, as a result of reductions in the scope and costs of those specific projects, funds are available for reallocation to partially fund the purchase of an agricultural conservation easement on the Greig Family Farm which is a farmland protection project in accord with the objectives of those Bond Resolutions and the Manageable Growth/Open Space And Farmland Protection Matching Grant Program, and now therefore be it

RESOLVED, that the County Executive is hereby authorized to execute the attached Grant and Monitoring Agreements, and be it further

RESOLVED, the County Executive is authorized to take such actions as are necessary and in accord with the requirements of the Dutchess County Partnership for Manageable Growth/Open Space Farmland Protection Matching Grant Program to complete the acquisition contemplated hereunder including changes, within appropriations, to the documents as necessary; and be it further

RESOLVED, that $220,000 of the funds allocated by Resolution 208206 to specific open space and farmland purposes, which due to reductions in the scope and costs of those projects are now available in Capital Project H0371, are reallocated to partially fund the purchase of an agricultural conservation easement on the Greig Family Farm.

CA-240-12
ADR/kvh/R-0909
Greig Farm
12/3/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

GRANT AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2012, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), the **TOWN OF RED HOOK**, a municipal corporation with offices at 7340 South Broadway, Red Hook, New York 12571 (the "Town"), and **SCENIC HUDSON LAND TRUST, INC.**, a not-for-profit corporation, with offices at One Civic Center Plaza, Suite 200, Poughkeepsie, New York 12601, 7015 Route 9, Rhinebeck, Dutchess County, New York 12571 (hereinafter referred to as the "Scenic Hudson"); and **DUTCHESS LAND CONSEVANCY, INC.**, a not-for-profit corporation, with offices at 2908 Route 44, Millbrook, New York 12545 (hereinafter referred to as the "Conservancy").

WITNESSETH:

WHEREAS, Scenic Hudson has or will shortly enter into a contract to purchase an agricultural conservation easement of approximately 159.92± acres on the Greig Family Farm, located at Rockefeller Lane in the Town of Red Hook, Dutchess County, New York, Tax Map Grid Numbers 6374-00-677518, 854567, 760494, and 640370, and

WHEREAS, the County will contribute, as a matching share grant, an amount not to exceed $220,000.00, the Town shall contribute $242,639.00, the USDA Farm and Ranchland Protection Program (FRPP) shall contribute $485,277.00, and the Scenic Hudson Land Trust and Dutchess land Conservancy additional funds and "in-kind" services in the approximate amount of $55,396.00 towards the purchase of the Agricultural Conservation Easement on the Greig Family Farm, and

WHEREAS, as part of the grant award process, Scenic Hudson shall cause an Agricultural Conservation Easement to be conveyed to the Conservancy, and the Conservancy shall accept the conveyance of said Agricultural Conservation Easement, and

WHEREAS, that conservation easement shall provide, among other things, that the FRPP, County and Town shall have third party enforcement rights and the County shall share proportionately in the proceeds available, in the event the Agricultural Conservation Easement is ever extinguished, and

WHEREAS, the Conservancy in its role as a conservation organization has agreed to hold the conservation easement on the Property in conjunction with United States of America acting by and through the United States Department of Agriculture ("USDA"), Natural Resources Conservation Services ("NRCS") on behalf of the Commodity Credit corporation as its interest appears, and will monitor and enforce it to preserve the agricultural values on the Property as necessary, and

WHEREAS, the Town of Red Hook is a municipal corporation within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York, and is qualified to acquire Conservation Easements, and to acquire third party enforcements rights for this Conservation Easement, and wants to contribute grant funds towards acquisition of this Conservation Easement, and

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York, and is qualified to acquire this Conservation Easement, and wants to acquire this Conservation Easement, providing grant funds are available, now, therefore, the parties agree as follows:

1. **CONTRACT FOR PROPERTY**: Scenic Hudson has or will promptly, after the execution of this agreement, enter into a contract with the present Owners of Greig Family Farm located at Rockefeller Lane in the Town of Red Hook, Dutchess County, New York, Tax Map Grid Numbers 6374-00-677518, 854567, 760494, and 640370, to purchase an Agricultural Conservation Easement, consisting of approximately 159.92± acres. The purchase price for the Conservation Easement, including eligible acquisition costs, shall be approximately $1,003,312.00. The Conservation Easement shall be conveyed to the Conservancy.

2. **ACQUISITION OF CONSERVATION EASEMENT**. The Conservancy shall accept a conveyance from the Owners of a conservation easement for the Property, substantially as set forth on **Exhibit "A"** attached hereto; provided, however, the Conservation easement shall be revised to include a third party enforcement right for the County and the right to share in its proportionate share of the proceeds which become available upon extinguishment of the easement if ever. The Conservancy shall obtain title insurance for that Agricultural Conservation Easement, which shall provide coverage for its interests and for those of the County and Town, as they may appear in that easement, at no cost to the County or Town except as provided in *Section 3*. The Conservancy shall have an obligation to monitor and enforce the Agricultural Conservation Easement. The Property to be subject to the conservation easement is shown on a survey completed by ___, Licensed Land Surveyor dated ____.

3. **PAYMENTS**. The development rights for the Property, which consists of approximately 159.92 acres, are appraised at $970,554.00 or approximately $6,069.00 per acre. The purchase price for the Conservation Easement for those development rights shall be $970,554.00. The exact amount to be determined at closing. At the closing, subject to the contingencies set forth in Section "5" below, the parties anticipate the USDA shall pay the Owner $485,277.00, the County shall pay the Owner up to $220,000.00, the Town of Red Hook shall pay to the Owner $242,639.00, and Scenic Hudson shall pay the Owner $22,638.00. Related closing and administrative costs shall be paid by the Town, Scenic Hudson and the Conservancy.

4. **APPRAISAL**. The Real Estate Appraisal Report prepared by James S. Waterhouse, ARA, dated August 7, 2012, values the conservation easement at $970,554.48, or $6,069.00 per acre. The intended user of the Appraisal Report is Scenic Hudson, however the County shall be added as an intended user of the Report.

5. **CLOSING**. The closing of the Agricultural Conservation Easement shall take place at the Dutchess County Office Building, County Attorney's Office, 22 Market Street, 5th Floor, Poughkeepsie, New York 12601, or such other place as the parties otherwise agree at such time as the parties mutually agree, promptly after funds are made available or otherwise confirmed therefore from the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection matching Grant Program, the USDA, the County, the Town, Scenic Hudson and the Conservancy.

6. **CONTINGENCIES**. This Agreement, and the closing are subject to the following contingencies:

a. Approval of the proposed Agricultural Conservation Easement (Exhibit "A") and related closing documents by the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program.

b. Conveyance of title for the conservation easement, satisfactory to the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program subject only to incidental licenses and/or easements and utility company rights, licenses and/or easements to maintain poles, lines, wires and other installations presently servicing the Property, providing none of the above, in the judgment of any of the parties hereto, significantly impede the purposes of the Agricultural Conservation Easement or significantly reduce its value.

c. The Property shall be conveyed, free of all mortgages and monetary liens or encumbrances of any nature whatsoever, or they will be subordinated to the Agricultural Conservation Easement to the satisfaction of the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, the Town, Scenic Hudson and the Conservancy.

d. Receipt of a survey of the entire Property, (approximately 159.92 acres) certified to the Town, the County, Scenic Hudson and the Conservancy, and paid for by the Town, Scenic Hudson and the Conservancy at no cost to the County except as provided in Section 3.

e. Nothing set forth above shall be deemed to compel the Town, Scenic Hudson or the Conservancy to close on this Conservation Easement if in their judgment the proposed title is unsatisfactory.

f. Conditions precedent to the obligation of the County and Town to provide grants funds are:

i. The Farmland and Ranchland Protection Program executes a grant by and between Scenic Hudson and the USADA NRCS/FRPP by which the USDA FRPP agrees to provide $485,277.00 towards acquisition costs for the conservation easement which permits conveyance of the conservation easement (Exhibit "A") to the Conservancy; and

ii. Payment of the $485,277.00 by USDA FRPP to the Owner or as directed by the Owner for conveyance of the conservation easement (Exhibit "A" – Section 2); and

iii. Payment by both the County (up to $220,000.00) and Town ($242,639.00) of their grants.

7. **CANCELLATION**. If the contingencies set forth in Section 5 above are not satisfied, any of the parties may cancel this Agreement on written notice to the others, and no party will have any claim or cause of action against the other parties arising out of this Agreement.

8. **OWNERS' REPRESENTATIONS**. The option to purchase between Scenic Hudson and the Owner shall contain the representations set forth below:

a. The Owner represents that it has, and will have at the closing, the power, and if applicable, corporate authorization to convey the Agricultural Conservation Easement to the Conservancy and with third party enforcement rights to the County and Town with the right of the Town and County to share proportionately in the proceeds available in the event the Agricultural Conservation Easement is ever extinguished, and that the Owner is not aware of any actions or proceedings which affect the Owners' title to the Property and that there are not any uncured notices which have been served upon the Owner by any governmental agency, notifying the Owner of any violations of laws, ordinances or regulations which would affect the Property, or actual impending mechanics liens against the Property.

b. The Owner has not entered into, nor does there exist any, license, lease, option, right of first refusal or other agreement, which affects title to the Property.

c. The Owner has no knowledge of any condition at, on, under, or related to, the Property presently, or potentially posing a significant hazard to human health, or to the environment (whether or not such condition constitutes a violation of law that would result in liability to the Owner or the County under any Federal, State or local environmental laws).

d. Should any of the above representations or warrantees cease to be true at any time prior to the closing, the Owner shall immediately so advise the Town and the County, in writing. Except as so far as the Owner has advised the parties to the contrary, each of the above representations and warrantees shall be deemed to have been made as of the closing and shall survive the closing.

9. **NO BROKERS COMMISSION**. Each of the parties represents that no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

10. **SEVERABILITY**. Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason,

unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to affecting the purpose of this Agreement and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

11. **TERMINATION**. If the parties have not successfully closed this matter by December, 2013, this Agreement shall be deemed terminated and no party shall have any claim or cause of action for damages against the other parties arising out of the Agreement.

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

APPROVED AS TO FORM:

_____
County Attorney's Office

APPROVED AS TO CONTENT:

_____
Commissioner of Planning & Development

SCENIC HUDSON LAND TRUST, INC.

By: _____

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro, County Executive

TOWN OF RED HOOK

By: _____
Sue T. Crane, Supervisor

DUTCHESS LAND CONSERVANCY, INC.

By: _____

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

On this day of , 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared Marcus J. Molinaro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On this day of , 20__before me, the undersigned, a Notary Public in and for said State, personally appeared **Sue T. Crane** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "A" TO GRANT AGREEMENT
CONSERVATION EASEMENT DEED

EXHIBIT "A"

DEED OF CONSERVATION EASEMENT (INCLUDING RIGHT OF FIRST REFUSAL)

THIS CONSERVATION EASEMENT is made and entered into this [INSERT DAY] day of [INSERT MONTH], 2012 by and between

JAMES A. GREIG and CORINA GREIG

("Grantor"), with an address of 4705 Redding Ln, Bowie, MD 20715; and

DUTCHESS LAND CONSERVANCY, INC.

("Grantee"), a New York not-for-profit corporation having its principal place of business at 4289 Route 82, Millbrook, New York 12545;

and the **UNITED STATES OF AMERICA** ("United States"), acting by and through the United States Department of Agriculture ("USDA"), Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation as its interest appears herein for the purpose of forever conserving the agricultural productivity of the Protected Property and its value for resource preservation and as open space.

The Grantee and the Grantor are hereinafter referred to as the "Parties."

WHEREAS:

A. Grantor is the sole owner in fee simple of certain real property ("Property") consisting of 159.92± acres of land, and improvements thereon located in the Town of Red Hook, Dutchess County, New York, as more particularly described on the attached Exhibit A ("Legal Description of Property") and shown on the map attached as Exhibit B ("Conservation Easement Map").

B. The Property possesses the following conservation values and public benefits:

(i) Approximately145 acres of prime farmland, as defined by the U.S. Department of Agriculture ("USDA") and five (5 acres of prime farmland if drained, as defined by the USDA;
(ii) Approximately 2,000 feet of frontage on the Saw Kill (H-158), tributary to the Hudson River and a Class B stream as classified by the New York State Department of Environmental Conservation according to its best use for swimming; 10 ± acres of PUBHh; 9 ± acres of PFO1E and 1 ± acre of PEM1E wetlands as designated by the National Wetland Inventory; and
(iii) Approximately 2,700 feet fronting the south side of Rockefeller Lane, the Property being visible along this public roadway.

C. Whereas, under the authority of the Farm and Ranch Lands Protection Program, (16 U.S.C. Sections 3838h and 3838i) the United States Department of Agriculture's Natural

Resources Conservation Service (hereinafter the "United States") has provided on behalf of the Commodity Credit Corporation $[INSERT AMOUNT OF FRPP CONTRIBUTION] to the Local Grantee for the acquisition of the Conservation Easement, entitling the United States to the rights identified herein.

D. Article 14 of the New York State Constitution states that "the policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products".

E. In Section 49-0301 of the New York State Environmental Conservation Law (the "Conservation Law"), the Legislature of the State of New York found and declared that "in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and manmade resources, the preservation of open spaces, and the preservation, development and improvement of agricultural and forest lands..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state".

F. The Property is located within Dutchess County Agricultural District # 20, which was created in 1973 under the authority of Article 25AA of the New York State Agriculture and Markets Law, which states that "It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance".

G. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands and rural uses should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.15 encourages municipalities to preserve their 100-year floodplains by prohibiting uses that either interfere with the flood–carrying functions of the floodplain, create safety hazards, or increase the risk of property damage. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of

open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

H. The Town of Red Hook, Villages of Red Hook and Tivoli Open Space Plan (the "Plan") dated November 9, 2000, states that the "[p]rotection of farmland and other ecological, recreational, and scenic resources assures continuance of community character." The Plan also states that "[c]onservation easements are a flexible tool that can protect open space and provide a stable and affordable land base for farming. The Plan proposes specific acreage amounts of farmland and other ecological resources that should be protected in the Town. The Conservation Easement on the Protected Property will further the goals set forth in the Plan.

The Report of the Town of Red Hook Master Plan Committee, October 1990 (the "Master Plan"), includes in its statement of land use and development policy the following goals and objectives: the maintenance and protection of the rural character and the scenic resources of the community; the conservation of the community's natural environment, including the protection of its unique natural features and the wise use of its land resources; the continuation and diversification of agricultural activities; and, the provision of adequate long-term supplies of clean water and the environmentally sound disposal of sanitary wastes. The Master Plan includes the Protected Property within a "Conservation/Rural Development" land use category and notes that the long-term preservation of agriculture in this area is of fundamental concern and that continued agricultural use should be encouraged due to its contribution to the Town's economy and rural character.

The Town of Red Hook Community Preservation Project Plan: Parcels Identified for Protection, (the "Preservation Plan"), adopted May 26, 2011, ranks parcels comprising the Property as first and second highest on a scale of six in terms of Agriculture and Water Protection Scores.

I. The Town of Red Hook is a municipal corporation with an address at 7340 South Broadway, Red Hook, New York (the "Town of Red Hook" or "Town") and has the authority pursuant to Section 247 of the New York State General Municipal Law ("GML") and Article 49, Title 3 of the New York State Environmental Conservation Law ("ECL") to acquire conservation easements and to purchase an interest in real property for the purpose of preservation of open space, and is a "qualified organization" within the meanings of Sections 170(b)(1)(A)(v) and 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c). The Town has determined that providing funds for the acquisition of a third party enforcement right in a conservation easement limiting the development rights on the Property is in the best interests of the Town and furthers its desire to preserve open space, protect agricultural lands and water resource areas, and to preserve the rural character of the community. As a condition to the Town of Red Hook's participation, the Town is granted a third-party enforcement right in this

Conservation Easement and a right to claim a portion of the monetary value of this Conservation Easement in the event that it is extinguished.

J. Dutchess County is a municipal corporation with an address at 22 Market St. Poughkeepsie, New York ("Dutchess County" or the "County") and has the authority pursuant to Section 247 of the New York State General Municipal Law ("GML") and Article 49, Title 3 of the New York State Environmental Conservation Law ("ECL") to acquire conservation easements and to purchase an interest in real property for the purpose of preservation of open space, and is a "qualified organization" within the meanings of Sections 170(b)(1)(A)(v) and 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c). Dutchess County has authorized a grant through the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program to partially fund the purchase of this Conservation Easement. The grant is $220,000 and as a condition to the County's participation, the County is granted a third-party enforcement right in this Conservation Easement and a right to claim a portion of the monetary value of this Conservation Easement in the event that it is extinguished.

;

K. The 2006 New York State Open Space Conservation Plan states "Farmland protection is a critical component of the State's overall efforts to conserve open space. This land provides fresh produce, scenic open space, vital wildlife habitat, and the economic backbone to many rural communities. ...the preservation of farmland, in the face of rapid development pressures, is critical to the future of the State. ...any reasonably viable farmland under consideration should be protected, whenever possible, by the purchase of an easement ...to enhance future use of the land for agriculture. The Plan has long recognized the importance of agriculture and how it contributes to the protection of open space in New York State."

L. The expanse of farmland found in the Town of Red Hook, within Dutchess County is important to the natural, ecological, cultural, scenic and historical values of the Hudson River Valley.

M. Grantee is a New York not-for-profit corporation and a permissible grantee of a conservation easement within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (such statute, as amended, the regulations promulgated thereunder, as amended, and any successor to such statute and/or regulations, hereinafter "Conservation Law") and has the power to acquire conservation easements.

N. Grantee is incorporated for the charitable purposes of, among other things, the preservation of the natural, ecological, cultural, scenic and historical values of the Hudson River and the Hudson River Valley.

O. Grantee has determined that acquiring a conservation easement on the Property which protects the agricultural values of the Property will further its charitable purposes of

preserving the natural, ecological, cultural, scenic and historic values of the Hudson River and the Hudson River Valley.

P. Grantor and Grantee desire to ensure that the agricultural characteristics of the Property will be protected for the benefit of the public and future generations, and desire to do this by entering into this Conservation Easement pursuant to the provisions of Article 49, Title 3 of the Conservation Law.

Q. Grantor has received such independent legal and financial advice regarding this Conservation Easement that Grantor deemed necessary. Grantor freely and with full will signs this Conservation Easement in order to accomplish the purposes of this Conservation Easement as stated in Section 2 ("Purpose") herein.

R. Funding to purchase a Conservation Easement on the Protected Property has been provided by the NRCS on behalf of the United States, Dutchess County, the Town of Red Hook, and The Scenic Hudson Land Trust, Inc. ("SHLT"). In the event of extinguishment of this Conservation Easement, the funding partners shall share in the proceeds as divided by their acquisition shares as set forth in paragraph 10.8.

S.

NOW, THEREFORE, Grantor, for and in consideration of $970,554.00 [INSERT AMOUNT OF CONSIDERATION] and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an absolute and unconditional conveyance, does hereby grant, convey and give unto Grantee a perpetual conservation easement over the Property as set forth below, and the parties further agree as follows:

1. GRANT OF CONSERVATION EASEMENT.

Grantor voluntarily grants to Grantee, and Grantee voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property as defined by the Conservation Law, over the Property for the benefit of the general public, including the right to view the Property in its scenic state from the public roadways, as that state exists on the date of this grant or as it may exist in the future as a result of natural processes and uses consistent with the rights reserved herein by Grantor, which Conservation Easement shall run with and bind the Property in perpetuity. This grant includes a right of first refusal under the terms of Section 12 ("Right of First Refusal") of this Conservation Easement which assures the continued protection of the Property's conservation values hereinafter described. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the property that is inconsistent with the covenants contained herein. Grantor acknowledges Grantee's authority to enforce this Conservation Easement in the manner described below.

2. PURPOSES.

It is the primary purpose of this Conservation Easement to conserve and preserve productive agricultural lands by protecting in perpetuity its agricultural values, use and utility, including its

prime, statewide important and unique agricultural farmland; and prevent any use of the Property that would significantly impair or interfere with its long-term agricultural viability. It is the secondary purpose of this Conservation Easement to conserve and protect the Property's natural and scenic resources, and their associated unique and special natural features.

3. IMPLEMENTATION.

This Conservation Easement shall be implemented by limiting and restricting the development, management and use of the Property in accordance with the terms of this Conservation Easement. The Property remains subject to all applicable local, state and federal laws and regulations.

4. DEFINITIONS.

As used in this Conservation Easement, the terms

"Agricultural Structures and Improvements" shall mean normal and customary structures or improvements used for Farm Operations and on-farm production, preparation, and storage for personal, non-commercial purposes or for commercial purposes as defined under Section 301 of the New York State Agriculture and Markets Law, as amended, or any successor statute. Agricultural Structures and Improvements include, but are not limited to, barns, garden sheds, greenhouses, animal run-in or loafing sheds (defined as a building or covered structure that houses, shelters or otherwise confines animals or livestock in a specific location for any period of time), unenclosed feed storage areas, sap-boiling houses, bunker silos, grain drying facilities, pole barns, riding rings, equestrian facilities, and other similar agricultural facilities.

"**Environmental Law**" or "**Environmental Laws**" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"**Existing**" shall mean in existence as of the date of this Conservation Easement and as shown on Exhibit B;

"**Farm Labor Housing**" means structures used to house seasonal and/or full-time employees and their family members where such residences are provided by the farm landowner and/or operator, the worker is an essential employee of the farm landowner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the farm operation. A mobile or manufactured home used as the primary residence of a farm owner is not Farm Labor Housing;

"**Farm Operation**" shall be defined as in the New York State Agriculture and Markets Law § 301 or any successor statute, whether or not such activities are for commercial enterprise, and shall include the storage of materials, such as gasoline and diesel fuel for use in vehicles and equipment which serve the permitted uses of the Property and are properly stored, and the storage of agricultural products and byproducts;

"**Farmstead Complex**" means the location within the Conservation Easement as described in Exhibit C wherein the Grantor may construct and maintain, repair and replace (a) Residential Dwellings as more fully described in paragraph 6.1.D, (b) Agricultural Structures as defined in paragraph 6.1.B, (c) Fences as more fully described in paragraph 6.1.C, (d) Farm Labor Housing as more fully described in paragraph 6.1.E, (e) Agricultural–related Commercial Activities as more fully described in paragraph 6.1.F.

"**Footprint**" of a structure shall be that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with, or extending/cantilevering above, the ground;

"**Grantee**" includes the original Grantee and its successors and assigns;

"**Grantor**" includes the original Grantor, its heirs, successors and assigns, all future owners of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof. Where a Grantor owns or has an interest in only a portion of the Property, the term "Property" shall mean, as to any Grantor, only the portion of the Property owned by that Grantor or in which that Grantor has an interest. With respect to any portion of the Property, the term Grantor shall be understood to mean each and all of the Grantors having an interest in that portion of the Property. A Grantor shall have no rights or obligations under this Conservation Easement with respect to any portion of the Property in which the Grantor has no interest;

"**Hazardous Materials**" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

"**Impervious Improvements**" are defined as Agricultural Structures and Improvements that do not allow the passage of water to the soil located immediately below. Impervious Improvements do not include permeable surfaces such as gravel roads and parking areas, temporary greenhouses and high tunnels that are open to the soil and are covered for only a portion of the year, or structures whose principal purpose is to responsibly manage manure and manure storage for the Farm Operation;

"**Invasive Plant Species**" are those listed by The Nature Conservancy, the United States Department of Agriculture, New York State Department of Environmental Conservation, or The New York State Office of Parks, Recreation and Historic Preservation;

"Residential Dwelling" means dwellings or structures, together with accessory improvements that comprise single-family, two-family, apartments, "in-law" apartments, and guest houses, whether or not the structures are used as the primary residence of a farm owner.

"**Sound Agricultural Practices**" is defined as those practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way. If necessary, to determine if a practice is "sound," Grantee or Grantor may request the New York State Department of Agriculture and Markets to initiate a sound agricultural practice review pursuant to Section 308 of the New York State Agriculture and Markets Law, or any successor statute, and any guidelines or guidance documents issued by the New York State Department of Agriculture and Markets or any successor agency.

"**Temporary Mass Gathering**" shall be a Large Assembly defined as in the Town of Red Hook General Legislation § 44-2 ("Public Assemblies") or any successor statute. As of [INSERT CLOSING DATE] Large Assembly is defined as "Any assemblage or gathering of more than 1,000 persons on any parcel or parcels of property within the Town, or any assemblage or gathering of more than 500 persons on any parcel or parcels of property within the Town which continues or can be reasonably expected to continue for more than eight consecutive hours. A large assembly does not include an assembly of persons at a location with permanent facilities designed for that specific assembly."

5. RESERVED RIGHTS.

Subject to the restrictions and covenants set forth in this Conservation Easement, Grantor reserves for itself, and for any successors to its interest as owner of the Property, all rights with respect to the Property or any part thereof, including, without limitation, the right of exclusive use, possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof, as owner, as well as the right to exclude any member of the public from trespassing on the Property, subject to Sections 6 ("Permitted Uses and Activities"), 7 ("Restrictions Applicable to the Property"), and 8 ("Additional Restrictions Applicable to the Resource Protection Area") herein. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property. Nothing contained herein shall restrict an owner of the Property or any part thereof from imposing further restrictions upon conveyance or otherwise, provided such restrictions are not inconsistent with the terms of this Conservation Easement.

6. PERMITTED USES AND ACTIVITIES.

The uses and activities permitted hereunder are subject to the restrictions contained in this Conservation Easement, including without limitation, this Section and Section 7 ("Restrictions Applicable to the Property") and Section 8 ("Additional Restrictions Applicable to the Resource Protection Area"), and any permits or approvals required by local, state or federal law or

regulation. Permitted uses of the Property are location-dependent and for purposes of this Conservation Easement, the Property is divided into the following three areas as depicted on the attached Conservation Easement Map, Exhibit B, and as further described herein:

(i) a Farmstead Complex, described in Exhibit C ("Legal Description of Farmstead Complex") attached hereto, comprised of five (5) acres;

(ii) the Farm Area, which comprises the majority of the Property; and

(iii) the Resource Protection Area, comprised of the Saw Kill and a 100 horizontal foot buffer extending from each bank of the Saw Kill, portions of a wetland as designated in the National Wetlands Inventory and a 50 horizontal foot buffer, the current location of which is depicted on Exhibit B. If the location or shape of Saw Kill or wetland changes, the buffer will likewise change location or shape in accordance with the description set forth above.

As a condition of receiving funding from the FRPP, and as required by section 1238I of the Food Security Act of 1985, as amended, the Grantor, Grantor's heirs, successors or assigns, shall conduct all agricultural operations on the Protected Property in a manner consistent with a Conservation Plan for highly erodible lands (HEL) in consultation with NRCS and the Grantee and approved by the Conservation District. This Conservation Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Easement. However, the Grantor may develop and implement a Conservation Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS and the Grantee shall each have the right to enter upon the Protected Property, with advance notice to the Grantor, in order to monitor compliance with the Conservation Plan.

In the event of noncompliance with the Conservation Plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply, NRCS will inform Grantee of the Grantor's noncompliance. Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, may take appropriate legal action) to secure compliance with the Conservation Plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the Conservation Plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for HEL are revised after the date of this Easement based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised Conservation Plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

The aggregate Footprint of said Agricultural Structures and Improvements and other Impervious Improvements on the Property (including those located within and outside of the Farmstead Complex) shall not exceed 5% [UPDATE WITH PERCENTAGE APPROVED BY NRCS] of the Property. For purposes of this Easement, 5% [UPDATE WITH PERCENTAGE APPROVED BY NRCS] of the Property is 7.825 acres [UPDATE UPON RECEIPT OF

PERCENTAGE APPROVED BY NRCS] (340,857 square feet [UPDATE UPON RECEIPT OF PERCENTAGE APPROVED BY NRCS]) which shall remain constant without regard to the later alterations that may affect the acreage. Such Agricultural Structures and Improvements shall not include excavated foundations.

6.1. Permitted Uses and Activities Within the FARMSTEAD COMPLEX. Any new structures, including agricultural, residential dwellings and farm labor housing, improvements, enlargements and/or replacements that increase or change the aggregate Footprint of Impervious surface coverage shall require prior notice to the Grantee pursuant to Section10.11 ("Notices and Requests for Approval") solely to confirm that any proposed new structures, enlargements and/or replacements are located within the boundaries of the Farmstead Complex and that the aggregate footprint area combined with all other existing impervious surface areas do not exceed the allowed total impervious surface limit as specified in Section 6 above ("Permitted Uses and Activities"). Subject to the restrictions contained in this Conservation Easement, including without limitation Section 7 ("Restrictions Applicable to the Property"), the following activities are permitted within the Farmstead Complex:

6.1.A. Farming Practices. Farm Operations, the production of crops, livestock and livestock products, which includes, but is not limited to, the right to establish, reestablish, maintain, and use cultivated fields, orchards, pastures and woodlands is permitted. Said farming practices shall be carried out in accordance with Sound Agricultural Practices as defined in Section 4 ("Definitions") herein, together with the right to construct, maintain and repair unpaved access roads for these purposes.

6.1.B. Agricultural Structures & Improvements. New Agricultural Structures and Improvements may be constructed or placed, within the Farmstead Complex to be used primarily for purposes related to a Farm Operation and for such other agricultural purposes, in accordance with Sound Agricultural Practices, as (i) the production, storage or sale of farm products or by-products, or processing of farm products or by-products produced on-site, (ii) the storage of equipment used for agricultural production, and (iii) the keeping of livestock or other animals. Notwithstanding the provisions of this Section, said structures may be adaptively used for Farm Labor Housing as defined in Section 6.1.E. ("Farm Labor Housing") herein and/or for non-agricultural home occupations or cottage industries as defined in Section 6.1.G. (Customary Home Occupations or Cottage Industries") herein. Any such improvements shall be subject to the 5% [UPDATE WITH PERCENTAGE APPROVED BY NRCS] impervious surface limit as specified in Section 6 above ("Permitted Uses and Activities").

6.1.C. Fences. Existing fences may be repaired, removed and replaced, and new fences may be built in the Farmstead Complex for purposes of safety, reasonable and customary management of livestock and wildlife and to prevent trespassing on the Property and as may be otherwise required by law.

6.1.D. ***Residential Dwellings.*** Residential Dwellings, together with appurtenances and non-habitable accessory structures that are usual and customary to permitted residential use on a farm may be constructed anywhere in the Farmstead Complex, and may be repaired, enlarged, removed or replaced within the Farmstead Complex. Customary home occupations or cottage industries may be established and carried out within said permitted Residential Dwellings, provided said activities are compatible with the rural character and agricultural use of the Property and subordinate to the agricultural and residential use. Appropriately-scaled photovoltaic panels may be installed anywhere in the Farmstead Complex, provided said activities are compatible with the rural character and agricultural use of the Property and subordinate to the agricultural and residential use. Any such improvements shall be subject to the 5% [UPDATE WITH PERCENTAGE APPROVED BY NRCS] impervious surface limit as specified in Section 6 above ("Permitted Uses and Activities").

6.1.E. ***Farm Labor Housing.*** New single- or multi-family dwellings to be used solely for Farm Labor Housing may be constructed or placed within Farmstead Complex. Non-habitable structures may be adaptively reused to create Farm Labor Housing within the Farmstead Complex, subject to applicable laws. Any such improvements shall be subject to the 5%[UPDATE WITH PERCENTAGE APPROVED BY NRCS] impervious surface limit as specified in Section 6 above ("Permitted Uses and Activities").

6.1.F. ***Agriculture-related Commercial Activities.*** Agriculture-related commercial activities may be established and carried out within the Farmstead Complex and structures necessary for the same may be built or installed within the Farmstead Complex. Such activities include, but are not limited to, the storage and sale of farm produce and related products, processing and packaging of farm produce, farm machinery repair, and saw mills. Any such improvements shall be subject to the 5% [UPDATE WITH APPROVED % BY NRCS] impervious surface limit as specified in Section 6 above ("Permitted Uses and Activities").

6.1.G. ***Customary Home Occupations, Cottage Industries, Other De Minimis Commercial Activities, and Non-commercial Activities.*** Customary home occupations, cottage industries, other de minimis commercial activities and non-commercial activities may be established and carried out within the Farmstead Complex, provided such activities are compatible with the agricultural use of the Property and the rural character of the Property and subordinate to the agricultural and residential use of the Property and otherwise compatible with the purpose and intent of this Conservation Easement. Examples of customary home occupations, cottage industries, other de minimis commercial activities and non-commercial activities include, without limitation, professional offices within a Residential Dwelling, bed and breakfasts, crafts production, tag sales, photo shoots, fundraising events, firewood distribution, cross-country skiing, horseback riding,

camping, hunting, home schooling, day care, farm tours, agricultural classes, nature interpretation, and other educational programs. Enterprises which market petroleum or chemical products are prohibited. Under no circumstances shall athletic fields, golf courses or ranges, off-road recreational vehicle race tracks or parks, commercial airstrips, commercial helicopter pads or any other similar commercial recreational improvements that interfere with the purposes of this Conservation Easement, significantly disturb the farm soils, or otherwise adversely affect agricultural uses on a continuing basis be allowed on the Property. Existing structures and improvements used for customary home occupations, cottage industries and de minimus commercial activities and non-commercial activities, as indicated in Exhibit B, may be repaired or replaced within the Farmstead Complex. New non-habitable structures and improvements for such may be located within the Farmstead Complex. Any such improvements shall be subject to the 5% [UPDATE WITH PERCENTAGE APPROVED BY NRCS] impervious surface limit as specified in Section 6 above ("Permitted Uses and Activities").

6.1.H. ***Water Resources***. Water sources, water courses and water bodies may be utilized, maintained, established, constructed, or otherwise improved, including the construction of ponds or reservoirs, within the Farmstead Complex for uses expressly permitted herein, provided that said use does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. The natural flow of water over the Property may be altered in order to improve drainage of agricultural soils, reduce soil erosion, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with Sound Agricultural Practices, the Purpose of this Conservation Easement and is carried out in accordance with applicable local, state, and federal laws and regulations.

6.1.I. ***Tree cutting***. Forested areas may be cleared for the immediate conversion to farmland. Trees for on-farm use including heating or construction of buildings and improvements may be harvested. Trees that are diseased, infected by pests or insects, jeopardize health and safety, or hinder the operation of farm equipment along field boundaries may be removed or trimmed. Invasive Plant Species may be removed or trimmed. All such action must be consistent with Sound Agricultural Practices the Purpose of this Conservation Easement and is carried out in accordance with applicable local, state, and federal laws and regulations.

Timber and other wood products may be commercially harvested and the construction, maintenance, removal, and repair of unpaved access roads and "staging areas" (those areas where logs are temporarily stored for transport) necessary for such activities, in accordance with generally-accepted forest best management practices (as outlined in a forest management and harvest plan) that shall not result in significant degradation of soil and water resources is permitted. Such commercial timber cutting shall be carried out only in accordance with a forest management plan and harvest plan prepared by a forester who is certified by the Society of American Foresters or such successor organization as is later

created, or a Cooperating Consulting Forester with the New York State Department of Environmental Conservation, or a Forester employed by the New York State Department of Environmental Conservation as such. In order to facilitate the monitoring and stewardship of this Conservation Easement and to ensure continuing communication between parties, written notice thereof to the Grantee shall be made not less than forty-five (45) days prior to the anticipated commencement of any commercial timber harvest. Such written notice shall include submission of the current forest management plan and harvest plan.

6.1.J. Utilities, Driveways, Roadways. The construction and repair of utilities and roads for residential driveways, barnyards, farm markets, farm roads, or other improvements necessary to provide access to, and parking for, permitted Agricultural Structures and Improvements, or to conduct other activities permitted by this Conservation Easement are permitted, provided to the greatest extent practicable, impact to the prime and statewide important farmland is minimized. No other portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material. Any such improvements shall be subject to the 5% [UPDATE WITH PERCENTAGE APPROVED BY NRCS] impervious surface limit as specified in Section 6 above ("Permitted Uses and Activities").

6.1.K. Subdivision. With the exception of minor lot line adjustments to correct surveying deficiencies or inaccuracies, under no circumstances shall the land within the Farm Area including the Farmstead Complex be subdivided into separate parcels.

For all such minor lot line adjustments to correct surveying deficiencies or inaccuracies Grantor shall give Grantee thirty (30) days advance notice prior to recording said lot line adjustment pursuant to Section 10.11 ("Notices and Requests for Approval").

6.2. Permitted Uses and Activities Within the FARM AREA. Subject to the restrictions contained in this Conservation Easement, including without limitation Section 7 ("Restrictions Applicable to the Property"), the following activities are permitted within the Farm Area:

6.2.A. Farming Practices. Farm Operations, the production of crops, livestock and livestock products, which includes, but is not limited to, the right to establish, reestablish, maintain, and use cultivated fields, orchards, pastures and woodlands, are permitted. Said farming practices shall be carried out in accordance with Sound Agricultural Practices as defined in Section 4 ("Definitions") herein, together with the right to construct, maintain and repair unpaved access roads for these purposes.

6.2.B. Forestry Management. Forested areas may be cleared for the immediate conversion to farmland. Trees for on-farm use including heating or construction

of buildings and improvements may be harvested. Trees that are diseased, infected by pests or insects, jeopardize health and safety, or hinder the operation of farm equipment along field boundaries may be removed or trimmed. Invasive Plant Species may be removed or trimmed. All such action must be consistent with Sound Agricultural Practices the Purpose of this Conservation Easement and is carried out in accordance with applicable local, state, and federal laws and regulations.

Timber and other wood products may be commercially harvested and the construction, maintenance, removal, and repair of unpaved access roads and "staging areas" (those areas where logs are temporarily stored for transport) necessary for such activities, in accordance with generally-accepted forest best management practices (as outlined in a forest management and harvest plan) that shall not result in significant degradation of soil and water resources is permitted. Such commercial timber cutting shall be carried out only in accordance with a forest management plan and harvest plan prepared by a forester who is certified by the Society of American Foresters or such successor organization as is later created, or a Cooperating Consulting Forester with the New York State Department of Environmental Conservation, or a Forester employed by the New York State Department of Environmental Conservation as such. In order to facilitate the monitoring and stewardship of this Conservation Easement and to ensure continuing communication between parties, Grantor shall deliver written notice to the Grantee not less than forty-five (45) days prior to the anticipated commencement of any commercial timber harvest. Such written notice shall include submission of the current forest management plan and harvest plan.

6.2.C. Agricultural Structures & Improvements. With the advance, written approval of the Grantee, pursuant to Section 10.2 ("Approvals in Writing") herein, new Agricultural Structures and Improvements and other Impervious Improvements to be used primarily for purposes related to the Farm Operation (except for the processing and packaging of farm products) for (i) the storage of farm products or by-products; (ii) the storage of equipment used for agricultural production; and (iii) the keeping of livestock or other animals may be constructed or placed within the Farm Area. Any such improvements shall be subject to the 5% [UPDATE WITH PERCENTAGE APPROVED BY NRCS] impervious surface limit as specified in Section 6 above ("Permitted Uses and Activities").

Grantee shall give written approval for such permission, provided Grantor has supplied sufficient information for Grantee to make such a determination unless Grantee determines that the proposed building or structure could otherwise be located within the Farmstead Complex or would significantly disturb the farm soils or otherwise adversely affect agricultural uses on a continuing basis on the Property. Said approved structures may be maintained and repaired without Grantee's written approval.

High tunnels (temporary structures which are movable, don't disturb the soil profile, and do not have floors or foundations of any kind), are permitted in the Farm Area without permission of the Grantee. Said high tunnels shall not be subject to the 5% [UPDATE WITH PERCENTAGE APPROVED BY NRCS] impervious surface limit as specified in above but shall not exceed 20% coverage of the total area of the Property.

*6.2.D. **Fences.*** Existing fences may be repaired, removed and replaced, and new fences may be built in the Farm Area for purposes of safety, reasonable and customary management of livestock and wildlife and to prevent trespassing on the Property and as may be otherwise required by law.

*6.2.E. **Farm Labor Housing.*** With the prior written approval of Grantee, pursuant to Section 10.2 ("Approvals in Writing") herein, Grantor may construct or place trailer homes to be used solely for Farm Labor Housing within the Farm Area. Grantee shall give written approval for such permission, provided Grantor has supplied sufficient information for Grantee to make such a determination unless Grantee determines that the proposed building or structure could otherwise be located within the Farmstead Complex or would significantly disturb the farm soils or otherwise adversely affect agricultural uses on a continuing basis on the Property. Said structures may be maintained and repaired without Grantee's written approval. Said structures shall not exceed 1,000 square feet in size. Said structures shall be non-permanent and mobile in nature, and shall not be constructed on a concrete slab or footings, or with excavated foundations. Any such improvements shall be subject to the 5% [UPDATE WITH PERCENTAGE APPROVED BY NRCS] impervious surface limit as specified in Section 6 above ("Permitted Uses and Activities").

*6.2.F. **Residential Dwellings.*** No Residential Dwellings may be constructed within the Farm Area.

*6.2.G. **De Minimus Commercial and Non-commercial Activities.*** De minimus commercial and non-commercial activities may be established and carried out within the Farm Area, provided such activities are compatible with the agricultural use of the Property and the rural character of the Property and subordinate to the agricultural and residential use of the Property and otherwise compatible with the purpose and intent of this Conservation Easement. Examples of de minimis commercial activities and non-commercial activities include, without limitation, photo shoots, fundraising events, firewood distribution, cross-country skiing, horseback riding, camping, hunting, home schooling, day care, farm tours, agricultural classes, nature interpretation, and other educational programs. Enterprises which market petroleum or chemical products are prohibited. Under no circumstances shall athletic fields, golf courses or ranges, off-road recreational vehicle race tracks or parks, commercial airstrips, commercial helicopter pads or any other similar commercial recreational improvements that interfere with the Purpose of this Conservation Easement, significantly disturb the

farm soils, or otherwise adversely affect agricultural uses on a continuing basis be allowed on the Property.

The Parties agree the Existing use of a portion of the property by the Red Hook Soccer Club (the "Soccer Club") is compatible with the agricultural use of the Property and the rural character of the Property and subordinate to the agricultural use of the Property. Said use is compatible with the purpose and intent of this Conservation Easement. Therefore, subject to the restrictions of this Section 6 and Section 7 ("Restrictions Applicable to the Property"), the Existing athletic fields may be maintained at their Existing location for continued use as soccer playing fields by the Soccer Club provided such activities continue to be compatible with the agricultural use of the Property and the rural character of the Property and subordinate to the agricultural and residential use of the Property and otherwise compatible with the purpose and intent of this Conservation Easement. All management activities on this portion of the property – including but not limited to turf management, nutrient management, stormwater management, subsurface water use and management, pest control, and management of slopes and grades – shall be in conformance with the Conservation Plan for the Farm as indicated above and subject to obtaining any permits or approvals required by local, state or federal law or regulation, copies of which shall be provided to the Grantee prior to commencing any such action. The Existing shed maintained and used by the Soccer Club may be maintained, repaired, removed, or replaced. Fencing may be established in conjunction with this use only with the prior consent of the Grantee in accordance with Section 10.2 of this Conservation Easement. Such fencing shall be agricultural in appearance and character, and shall not interfere with the ongoing agricultural use of the property. If at any time the use of this portion of the Property by the Soccer Club shall cease, so shall this right and the lands shall be immediately made available for agricultural use.

Temporary mass gatherings may be permitted provided such is (a) approved in advance by Grantee, which approval shall be at the sole and absolute discretion of Grantee and is (b) otherwise consistent with the purposes of this Conservation Easement and the uses permitted hereby.

With the prior written approval of Grantee, pursuant to Section 10.2 ("Approvals in Writing") herein, new temporary non-habitable de minimis commercial and non-commercial structures and improvements may be constructed or placed within the Farm Area. Any such improvements shall be subject to the 5%[UPDATE WITH PERCENTAGE APPROVED BY NRCS] impervious surface limit as specified in Section 6 above ("Permitted Uses and Activities"). Under no circumstances shall the land on which these structures stand be subdivided into separate or individual lots.

6.2.H. <u>Water Resources</u>. Water sources, water courses and water bodies may be utilized, maintained, established, constructed, or otherwise improved, including the construction of ponds or reservoirs, within Farm Area for uses expressly

permitted herein, provided that said use does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. The natural flow of water over the Property may be altered in order to improve drainage of agricultural soils, reduce soil erosion, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with Sound Agricultural Practices, the Purpose of this Conservation Easement and is carried out in accordance with applicable local, state, and federal laws and regulations.

6.2.I. Stream crossings. Bridges, culverts or other means of crossing wet areas may be constructed or placed subject to obtaining necessary permits from the New York State Department of Environmental Conservation, or such other governmental authorities as is appropriate.

6.2.J. Utilities, Driveways, Roadways. The construction and repair of utilities (including septic systems) and roads necessary to provide access to permitted structures or improvements within the Farmstead Complexes, or to conduct other activities permitted by this Conservation Easement are permitted, provided to the greatest extent practicable, impact to the prime and statewide important farmland is minimized. Said roads shall not be paved or otherwise covered with concrete, asphalt, or any other impervious paving material.

6.3. Permitted Uses and Activities Within the RESOURCE PROTECTION AREA. Subject to the restrictions contained in this Conservation Easement, including without limitation Section 7 ("Restrictions Applicable to the Property") and Section 8 ("Additional Restrictions Applicable to the Resource Protection Area"), the following activities are permitted within the Resource Protection Area:

6.3.A. Fences. Existing fences may be repaired, removed and replaced, and new fences may be built in the Resource Protection Area for purposes of safety, reasonable and customary management of livestock and wildlife and to prevent trespassing on the Property and as may be otherwise required by law.

6.3.B. Open Areas. Existing open areas, pasture and otherwise, within the Resource Protection Area may continue to be used as pasture and may be mowed.

6.3.C. Structures and Improvements. With the prior written approval of Grantee, pursuant to Section 10.2 ("Approvals in Writing") herein, small structures or improvements whose Footprint shall not exceed 200 square feet for passive recreation and wildlife observation by the public may be constructed within the Resource Protection Area. With the prior written approval of Grantee, pursuant to Section 10.2 ("Approvals in Writing") herein, and at the Grantee's sole discretion, improvements designed to enhance the habitat and ecological diversity of the Property and the surrounding landscape may be permitted.

6.3.D. *Tree cutting.* The cutting of trees is prohibited except to remove or prune of trees that are fallen, dead, diseased, infected by pests or insects, jeopardize health and safety, or hinder the operation of farm equipment along field boundaries and to maintain Existing paths, utility lines, roads, trails, driveways, and open spaces. With the prior written approval of Grantee, pursuant to Section 10.2 ("Approvals in Writing") herein, Invasive Plant Species may be removed or trimmed. No such prior written approval will be required for the removal of Invasive Plant Species less than six inches diameter breast height (DBH) within an area equal to or less than 400 square feet within any twelve month period. All such action must be consistent with Sound Agricultural Practices the Purpose of this Conservation Easement and is carried out in accordance with applicable local, state, and federal laws and regulations.

6.3.E. *Water Resources.* Existing culverts, dams and drainage facilities may be maintained, repaired and replaced within the Resource Protection Area, but only if such work is: (a) approved in advance by Grantee pursuant to Section 10.2 ("Approvals in Writing") herein, which approval shall not be unreasonably withheld provided that the proposal meets the requirements of this Conservation Easement; and (b) otherwise consistent with the purposes of this Conservation Easement and the uses permitted hereby.

7. RESTRICTIONS APPLICABLE TO THE PROPERTY.

7.1. Activities. No residential, commercial, or industrial activities are permitted on the Property except as they either exist on the date of this Conservation Easement or are expressly permitted herein.

7.2. Chemicals. All pesticides, herbicides, fertilizers, or other chemical treatments shall be used in accordance with applicable laws and with Sound Agricultural Practices as defined in Section 4 ("Definitions") herein.

7.3. Mining. There shall be no surface or subsurface exploration for, or development, storage and extraction of, minerals and hydrocarbons or excavation and removal of topsoil, sand, gravel, or stone, in any manner, except as may be reasonably necessary and incidental to carrying out any improvements or use permitted on the Property by this Conservation Easement and as otherwise provided herein. Notwithstanding the previous prohibitions, no quarry, gravel pit, mining or drilling, or other mining or drilling activities prohibited under applicable provisions of Section 170(h) of the Internal Revenue Code are permitted on or under the Property. This shall not prevent the installation of local and residential utility lines, wells, septic systems or other utilities as reasonably necessary to serve the permitted structures.

7.4. Reaffirmation. Except as otherwise provided in this Conservation easement no use shall be made of the Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is or is likely to become inconsistent with the purposes of

this Conservation Easement as stated in Section 2 ("Purpose") herein, or impairs the Property's conservation values.

7.5. Signage Restrictions. No internally-lit or neon signs shall be erected or displayed on the Property. No billboards shall be erected or displayed on the Property, which are defined for the purposes of this Conservation Easement as signs larger in size than 32 square feet.

7.6. Structures and Improvements. No permanent or temporary structures or improvements, including, but not limited to, buildings, appurtenant facilities, shelters, fences, driveways, roads, utility lines, utility structures, golf courses, driving ranges, putting greens and athletic fields may be constructed, created, installed, erected or moved onto, over, under, or across the Property except as they either exist on the date of this Conservation Easement or are expressly permitted herein.

7.7. Waste Management. The dumping, land filling, burial, application, injection, or accumulation of any kind of waste including but not limited to garbage, trash, hazardous materials, abandoned vehicles, appliances, or debris on the Property is prohibited. However, this shall not prevent (i) the storage, compost, application, or injection of agriculturally-related waste or biodegradable material; (ii) appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal; (iii) the storage of old farm equipment used for parts, and (iv) composting or re-use of biodegradable materials as permitted in Section 6 ("Permitted Uses"), generated off the Property for use on the Property or commercial use so long as they are used and stored in accordance with Sound Agricultural Practices and any applicable local, state, and federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with buildings permitted on the Property, is permitted by this Conservation Easement.

Grantor and Grantee acknowledge the Existing farm dumps located in the Farm Area, near the Resource Protection Area and in the Farmstead Complex as depicted on Exhibit B and documented in the Baseline Documentation Report. Any additional dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris at this location on the Property is prohibited.

8. ADDITIONAL RESTRICTIONS APPLICABLE TO THE RESOURCE PROTECTION AREA.

8.1. Access roads and skid trails. Creating access roads, skid trails or the like within the Resource Protection Area is prohibited. The Existing farm road depicted on Exhibit B and located near the boundary of the Resource Protection Area can may be maintained.

8.2. Improvements. Except as expressly permitted in Section 6.3 ("Permitted Uses and Activities within the Resource Protection Area") herein, no structures, improvements, excavation, filling, paving or other surface cover are permitted within the Resource Protection Area.

8.3. Livestock Grazing. Pasture and grazing of livestock within the Resource Protection Area is prohibited, except where permitted in Section 6.3.B. ("Open Areas") and where in compliance with the Conservation Plan.

8.4. Soil Cultivation. Cultivation of the soil within the Resource Protection Area is prohibited.

8.5. Tree Cutting. Except as expressly permitted in Section 6.3.D ("Tree Cutting") herein, the removal or trimming of trees within the Resource Protection Area is prohibited.

8.6. Waste Management. The dumping, land filling, burial, application, injection, or accumulation of any kind of waste including but not limited to garbage, trash, hazardous materials, abandoned vehicles, appliances, or debris in the Resource Protection Area is prohibited.

9. SUBDIVISION.

The Protected Property is currently comprised of four separately deeded parcels owned by Grantor. Except as provided herein for lot line adjustments, the Property may not be divided, partitioned, subdivided or conveyed except in its current configuration of the entire 156.5 acres. Lot line adjustments, which do not create additional building lots, are permitted with the advance written permission of the Grantee if the portion of the Protected Property to be conveyed will be acquired by a qualified, working farmer as determined by the Grantee. The deed(s) of conveyance of any such parcels shall contain a metes and bounds description of the parcel(s) prepared by a licensed professional land surveyor at Grantor's sole cost, which description shall be provided to the Grantee prior to the conveyance of the parcel(s).

10. CONSERVATION EASEMENT MANAGEMENT, ADMINISTRATION AND CONTINUITY.

10.1 Amendment. This Conservation Easement Deed may be amended only if in the sole and exclusive judgment of the Grantee, the United States, the County, and the Town such amendment furthers or is not inconsistent with the purposes of this Conservation Easement Deed. Any such amendment must be mutually agreed upon by the Grantee, the Grantor, the United States, the County, and the Town, signed and duly recorded by the parties and comply with applicable laws and regulations. The Grantee must provide to NRCS timely notice in writing of the proposed amendment prior to signing and recordation. An amendment may be agreed upon if it (i) has a neutral or positive effect on the conservation values that are protected by this Conservation Easement; (ii) is consistent with the purposes of this Conservation Easement as established in Section 2 ("Purposes') herein; (iii) does not affect the perpetual nature of this Conservation Easement; (iv) complies with the Conservation Law; (v) does not have a negative impact on the fair market value of the restrictions contained in this Conservation Easement, and

(vi) does not constitute impermissible inurement or impermissible private benefit under Section 501(c)(3) and other applicable provisions of the Internal Revenue Code. Any such amendment that does not comply with the Conservation Law, Section 501(c)(3) of the Internal Revenue Code shall be void and of no force or effect. The party requesting an amendment shall be responsible for all costs related to the evaluation of said request and the amendment's execution, including staff costs incurred by the non-requesting party.

10.2 Approvals In Writing. Whenever action is made dependent upon the consent or approval of Grantee, such consent shall be in Grantee's sole but reasonable discretion and will be valid only if in writing and duly executed on behalf of Grantee, unless expressly provided otherwise herein. Grantee shall give written notification of its decision within thirty (30) days of receipt of a written request for approval, provided that Grantor has supplied sufficient information upon which Grantee may base a decision. A request must show that: the proposed action is (i) consistent with the purposes of this Conservation Easement; (ii) conforms with the permitted uses and restrictions of the relevant area and the other terms and conditions of this Conservation Easement, (iii) would not impair significant conservation values, (iv) would not be unnecessarily located on prime agricultural farmland and/or agricultural farmland of state-wide importance; and (v) would not otherwise diminish the agricultural production capacity of the Property. Approval shall be deemed granted if Grantor receives no response from Grantee within thirty (30) days of a written request made pursuant to Section 10.11 ("Notices and Requests for Approval") herein. Any approval, waiver, variance or other form of consent or approval required or permitted to be given by Grantee or Grantor under this Conservation Easement shall only be effective if in writing and duly executed on behalf of the party giving such approval, waiver, variance or other form of consent or approval

10.3 Continuity. Grantee agrees that it will assign this Conservation Easement first to SHLT. If SHLT declines to accept the Grantee's interest, such interest shall be transferred or assigned only to an assignee that: (i) is a not-for-profit conservation organization (or, with the consent of the Landowner, a public body) within the meaning of Article 49, Title 3 of the Conservation Law that is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the Internal Revenue Code; and (ii) agrees to continue to carry out and enforce the conservation purposes of this Conservation Easement. Any assignee must also be an entity able to enforce this Conservation Easement, and if a non-governmental entity, having purposes similar to those of Grantee which encompass the purpose of this Conservation Easement. If Grantee ever ceases to exist or no longer qualifies under the Conservation Law a court with jurisdiction shall transfer this Conservation Easement to a qualified governmental unit or another qualified organization having similar purposes and that agrees to assume such responsibility.

10.4 Acts Beyond the Grantor's Control. The Grantor and the Grantee shall not be under any duty to prevent, and shall not be liable for, any violations of this Conservation Easement caused by natural processes, by disasters, by force majeure, including, without limitation, fire, flood, storm and earth movement, or by any prudent action taken by the

Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes, or by third parties whose presence on the Property has not been authorized by the Grantor or the Grantee. The Grantee may enter the Property to remedy any third-party violation that has not been remedied by the Grantor and may pursue all available legal and equitable remedies against such third-party violator, with reasonable prior notice to the Grantor and at the Grantee's sole cost and expense.

10.5 Enforcement. Grantee may enforce this Conservation Easement at law or in equity pursuant to the Conservation Law, or as otherwise permitted, against any or all owners of the Property or any part thereof. If there is a violation or threatened violation of this Conservation Easement, Grantee shall notify Grantor and may notify a party in violation or threatening the violation, if such party is not Grantor. At Grantee's discretion, Grantee may require Grantor to identify and notify any third party causing or threatening a violation of this Conservation Easement.

Upon notification of a violation or threatened violation, Grantor shall act to promptly cure the violation by: (a) ceasing the activity; (b) stabilizing and restoring the Property to the condition before the violation; or (c) taking such other action, including but not limited to action against a third party violator, as directed by Grantee in Grantee's sole discretion; or in the case of a threatened violation, (d) refraining from the activity that would cause the violation. If the violation or threatened violation continues for more than thirty (30) days after notice is given without cure, or at any time if the violation or the threatened violation threatens immediate and irreparable harm to the conservation values of the Property that this Conservation Easement is intended to protect, Grantee may seek immediate injunctive relief and shall have the right, but not the obligation, to cure it by pursuing all available remedies at law or in equity, or by direct action, including, without limitation, the right to restore the Property to a condition in compliance with this Conservation Easement, and the owner(s) shall reimburse Grantee for all reasonable expenses, including attorney's fees, incurred to enforce this Conservation Easement and cure the violation. Failure to discover a violation or enforce any restriction or covenant herein contained shall in no event be deemed a waiver or estoppel of a right to do so thereafter as to the same violation, or as to one occurring prior to or subsequent thereto.

10.3.1 Right of Enforcement of United States .Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his or her assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary.

10.3.2 Right of Enforcement of Dutchess County and the Town of Red Hook. In recognition of the fact that funds are being provided by both Dutchess County and the Town of Red Hook for a portion of the cost of the purchase of the

Easement over the Protected Property, the County and the Town of Red Hook are each hereby granted third party enforcement rights to enforce the terms of this Easement against any and all of the owners of the Protected Property, or any part thereof, at law or in equity, without limitation, pursuant to the ECL. In the event that the County or the Town believe that the Grantee has failed to carry out their monitoring responsibility, or enforce any of the terms of this Easement, the County or the Town shall provide notice to the Grantee. The Grantee shall have 45 days to respond to said notice either by carrying out the monitoring or enforcement needs identified by the County or the Town or by explaining the Grantee's monitoring and enforcement activities and/or interpretation of the Easement. If the County or the Town still believe that a violation has occurred without enforcement or that monitoring needs are still unmet, the County or the Town, together or individually, may, upon 10 days prior notice to Grantee, Grantor, United States, and the County or Town in the manner provided in Section 6.15, proceed to monitor or inspect the Protected Property and may enforce the terms of the Easement against the Grantor at law or in equity by action in a court of competent jurisdiction. Neither the 45-day nor the 10-day notification requirements shall apply when their application may result in significant harm to the conservation purposes of this Easement. In any case where a court finds that a violation has occurred, the Grantor shall reimburse the County or the Town for all its expenses incurred in stopping and correcting the violation, including but not limited to, reasonable attorneys' fees. The failure of the County or the Town to discover a violation or to take immediate legal action shall not bar the County or the Town from doing so at a later time. In any case, where a court finds no violation has occurred, each party shall bear its own costs. The Grantee will provide to the County and the Town a copy of any notice given to Grantor of any default or a notice of intent to enforce this Easement. The warranties and representations made in this Easement shall be deemed to run to and benefit the County and the Town as holders of a third party enforcement right. Any transfer or assignment of the rights of Grantee other than to SHLT and any amendment of this Easement shall be subject to the consent of the County and the Town. The County and the Town have no other obligations under this Easement with respect to the Protected Property.

10.6 Contingent Rights of the United States. In the event the Grantee fails to enforce the terms of this Conservation Easement Deed, as determined in the sole discretion of the Secretary of the United States Department of Agriculture ("Secretary"), the Secretary, his or her successors and/or assigns have the right to enforce the terms and conditions of this Conservation Easement Deed through any and all authorities available under Federal and/or State law. Further, in the event Grantee attempts to terminate, transfer, or otherwise divest itself of rights, title, or interest in this Conservation Easement Deed or extinguish the Conservation Easement without prior written consent of the Secretary and payment of consideration as provided herein, then, at the option of the Secretary, all rights, title, and/or interest in this Conservation Easement become vested in the United States of America.

10.7 Existing Conditions; Baseline Documentation Report. By its execution of this Conservation Easement, Grantee acknowledges that the present uses of the Property are permitted by this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) so as to facilitate future monitoring and enforcement of this Conservation Easement, a baseline documentation report, including photographs, maps and the Conservation Easement Map, Exhibit B, describing such condition at the date hereof, has been prepared and subscribed by both parties, and a copy thereof is on file with Grantee and Grantor, and Grantor and Grantee have each executed the Certification And Acknowledgement Of Baseline Documentation, a copy of which is attached hereto as Exhibit D and incorporated herein by reference. The Grantee may use the Baseline Documentation Report in enforcing provisions of this Conservation Easement Deed, but is not limited to the use of the Baseline Documentation report to show a change of conditions. Grantee's responsibilities include but are not limited to:

- Maintaining the Baseline Documentation Report and annually monitoring the Protected Property in accordance with applicable policies and guidelines, such as the Standards and Practices of the Land Trust Alliance.
- Ensuring the active farm operations are in compliance with the Conservation Plan for the Protected Property.
- Investigating potential violations of this Conservation Easement Deed, informing NRCS or successor agency of any violations, taking appropriate enforcement action, and providing an annual monitoring report to NRCS or successor agency, including any follow-up or actions needed to maintain compliance with the terms and conditions of this Conservation Easement Deed. The Grantee must resolve violations within sixty (60) days of their discovery in accordance with 7 CFR Section 1491.30. Failure to cure the violation may result in enforcement of the terms and conditions of this Conservation Easement Deed by the United States.

10.8 Extinguishment. This Conservation Easement constitutes a real property interest immediately vesting in the Grantee and the United States of America and may be extinguished only with the approval of the Grantee and the United States. Grantee and the United States stipulate to have a fair market value of sixty-two (62%), the "Proportionate Share" of the fair market value of the Protected Property unencumbered by this Conservation Easement. The Proportionate Share has been determined at the time of conveyance of this Conservation Easement by dividing the fair market value of this Conservation Easement ($6,069 per acre) by the fair market value of the Protected Property without this Conservation Easement ($9,769 per acre). The Proportionate Share shall remain constant overtime.

If this Conservation Easement is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse the Grantee an amount equal to the Proportionate Share of the fair market value of the Protected Property unencumbered by this Conservation Easement. The fair market value of the Protected Property will be determined at the time this Conservation Easement is terminated, extinguished, or

condemned by a complete summary appraisal. The fair market value of the Protect Property may not include any increase in value after the date of this Conservation Easement Deed attributable to improvements.

In such event, Grantee shall return 50% of those proceeds (of the Proportionate Share) to the United States, which represents the United States' share of the cost of the Easement. Further, Grantee will return 25% of those proceeds (of the Proportionate Share) to the Town, which represents the Town's share of the cost of the Easement, 23% of those proceeds (of the Proportionate Share) to the County, which represents the County's share of the cost of the Easement, and 2% of those proceeds (of the Proportionate Share) to SHLT, which represents SHLT's share of the cost of the Easement. The County, Town and SHLT will use their share of any and all proceeds received for such sale, exchange or involuntary conversion in a manner consistent with the conservation purposes of this Easement which may include payment of related indebtedness or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code.

Until such time as the Grantee and the United States receive the proceeds from the Grantor or Grantor's successor(s) or assign(s), Grantee and the United States each have a lien against the Protected Property for the amount of their share due each of them. This Conservation Easement may only be extinguished with the joint approval of the Grantee, the United States, the County, and the Town.

If a subsequent change in the conditions of or surrounding the Property make impossible the continued use of all or any portion of the Property for the conservation purposes provided for in this Conservation Easement, and if the restrictions herein are extinguished by judicial proceeding with respect thereto, or if the Property or a portion of the Property is the subject of a condemnation or taking procedure (eminent domain), then, upon any subsequent sale or exchange, or upon receipt of compensation from any involuntary conversion, the Grantee shall be entitled to a portion of the proceeds therefrom, equal to the Proportionate Share of the then fair market value of the land only (unrestricted and unimproved). For such purposes only, Grantor and Grantee agree that Grantee is hereby granted a property right immediately vested in Grantee with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created as aforesaid. In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Property.

Grantor, upon receipt of notification of any pending condemnation action brought by any government entity affecting and/or relating to the Protected Property shall notify the Grantee, the United States of America, the County, and the Town, in writing, within fifteen (15) days of receipt of said notification.

In making this Grant the Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Grantor and the Grantee that any such changes shall not be

deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement in whole or in part. In addition, the inability of the Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for termination of this Easement in whole or in part.

10.9 Inspection and Monitoring. Grantee and its duly authorized representatives shall have the right to enter the Property at convenient times, in a reasonable manner, and, where practicable, after giving a minimum of forty-eight (48) hours prior notice to inspect for compliance with this Conservation Easement. In the instance of a violation or suspected violation of this Conservation Easement, which has caused or threatens to cause irreparable harm to any of the resource values this Conservation Easement is designed to protect, no such advance notice is required. Said inspections shall be carried out by air or on the ground, or both, at Grantee's sole discretion to assure compliance with this Conservation Easement, at least annually; however, the failure to conduct such inspection and monitoring shall in no way be deemed a waiver of any right or remedy of Grantee under this Conservation Easement. An annual report of the results of such monitoring, including advice of compliance or any apparent violations of this Conservation Easement, shall be provided to the Grantor (or Grantor's successor in interest if Grantor no longer owns the Property).

10.10 Interpretation. This instrument is intended to create a "conservation easement" as defined by the Conservation Law, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such "conservation easement" or such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified. The parties agree to construe this Easement as having been drafted jointly. If any provision in said Conservation Easement Deed is found to be ambiguous, an interpretation consistent with the purposes of said Conservation Easement Deed that would render the provision valid must be favored over any interpretation that would render it invalid.

This Conservation Easement Deed shall be interpreted under the laws of the State of New York and the United States. Any general rule of construction to the contrary notwithstanding, this Conservation Easement Deed must be liberally construed to effect purposed of the Conservation Easement Deed.

10.11 Notices and Requests for Approval. In order to facilitate the monitoring of this Conservation Easement and to ensure the impervious surface coverage limitation is not exceeded, the Grantee shall give the Grantor at least 21 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any structure or improvement. In conjunction with this the Grantor shall submit sufficient information to enable the Grantee to confirm that any proposed new structures, enlargements and/or replacements are located within the boundaries of the Farmstead Complex and that the aggregate footprint area combined

with all other existing impervious surface areas do not exceed the allowed total impervious surface limit as specified in Section 6 ("Permitted Uses and Activities"). Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed structure or improvement.

Grantor also agrees to notify Grantee of any conveyance, lease, transfer, or lot line adjustment involving all or any of the Property, such notice to be given in writing at least thirty (30) days in advance of such conveyance, lease or transfer.

Any notice or request for approval required or desired to be given under this Conservation Easement shall be in writing and shall be sent: (i) via U.S. Postal Service registered or certified mail, return receipt requested; (ii) via Federal Express or other private courier of national reputation providing written evidence of delivery, or (iii) in any other manner as agreed to in advance by the Grantee. Notices and requests for approval shall be deemed given three (3) days after delivery to the U.S. Postal Service or private courier, or in such other manner as agreed to in advance by the Grantee. All notices and requests for approval shall be properly addressed as follows: (i) if to Grantee, to its President at the address set forth above; (ii) if to the original Grantor, at the address set forth above; (iii) if to any subsequent owner, at the address of the Property, or (iv) if to the United States at 441 South Salina Street, Suite 354, Syracuse, New York 13202-2450. Any party can change the address to which notices and requests for approval are to be sent to by duly giving notice pursuant to this Section.

10.12 No Transfer of Development Rights. No development rights in and to the Property, or any part thereof, which may remain or which have been encumbered or extinguished by this Conservation Easement shall be transferred to any location outside the Property, whether pursuant to a cluster development plan or any other agreement or plan for transferable development rights.

10.13 Subordination. Any mortgage or lien arising after the date of this Conservation Easement Deed must be subordinated to the terms of this Conservation Easement Deed. Any liens, mortgages, easements, or other clouds on title existing prior to the date of the Conservation Easement Deed must be subordinated to the Conservation Easement or otherwise appropriately dealt with prior to recording the Conservation Easement Deed.

10.14 Warranty of Title. Grantor warrants that grantor has good title to the Protected Property, that the grantor has the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances. Grantor also warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property.

10.15 Environmental Warranty. Grantor warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor

further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

Moreover, Grantor hereby promises to hold harmless and indemnify the Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee or the United States to Grantor with respect to the Property or any restoration activities carried out by The Grantee at the Property; provided, however, that the Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by the Grantee.

11. ADDITIONAL PROVISIONS.

11.1. Binding Effect. The provisions of this Conservation Easement shall run with the land in perpetuity and shall be binding on each owner and any party entitled to possession or use of the Property while such party is the owner or entitled to possession and use thereof. As used in this Section, the term "owner" shall include the owner of any beneficial equity interest in the Property. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred cease being Grantor or owners with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct. Likewise, this Conservation Easement confers no liability to any owner for monetary damages relating to acts which said owner clearly establishes were done by a prior owner, but this sentence shall not be construed as limiting the right of Grantee to seek direct action by the current owner to cure any violation arising before said owner came into title to the Property.

11.2. Controlling Law. The interpretation, performance, and enforcement of this Conservation Easement shall be governed by the Laws of the State of New York.

11.3. Counterparts. This Conservation Easement may be signed in counterparts or counterpart signature pages and acknowledgments.

11.4. Encumbrance by Conservation Easement. Any subsequent conveyance including, without limitation, the transfer, lease or mortgage of the Property or any part thereof, shall be subject to this Conservation Easement. Any deed or other instrument evidencing or affecting such conveyance shall contain language substantially as follows:

"This {conveyance, lease, mortgage, easement, etc.} is subject to a conservation

easement which runs with the land and which was granted to The Scenic Hudson Land Trust, Inc., by instrument dated [INSERT MONTH DAY, YEAR] and recorded [INSERT MONTH] ____, 2012 in the office of the Clerk of Dutchess County at Liber _____ of Deeds at Page _____."

The failure to include such language shall not affect the validity or applicability of this Conservation Easement to the Property. Nothing in this Conservation Easement shall be construed as limiting the rights of the holder of such conveyance or mortgage from foreclosing or otherwise enforcing its rights thereunder, provided that any such foreclosure or enforcement of a subsequent or otherwise subordinated or junior mortgage, or other property interest, or other action shall not extinguish this Conservation Easement and Grantee's rights hereunder. Grantor shall provide 30 days notice to Grantee prior to any such action occurring, but Grantor's failure to provide such notice shall not adversely affect the rights of any holder of any mortgage or other security instruments.

11.5. Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to carry out the provisions of this Conservation Easement or which are necessary to qualify this instrument as a conservation easement under the Conservation Law.

11.6. Liability; Indemnification. Grantee has no affirmative obligations whatsoever, express or implied, relating to the use, maintenance, management or operation of the Property. Grantee's exercise of, or failure to exercise, any right conferred by this Conservation Easement shall not be deemed to be management or control of the activities on the Property. Grantee shall not be responsible for injury, damage, or death to persons or property or other harm in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liability it might otherwise have, independently of this Conservation Easement, for wrongfully and directly, without the participation or consent of the owner, causing any dangerous condition to arise on the Property. Except in the last described instance, Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claims thereof, unless, due to the negligence of Grantee, or its agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold Grantee harmless from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith in connection with the administration of this Conservation Easement.

Grantor shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees,

penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts or omissions, Grantor's breach of any representation, warranty, covenant, agreements contained in this Conservation Easement, or Grantor's violations of any Federal, State, or local laws, including all Environmental Laws.

11.7. Perpetual Duration and No Merger. Except as expressly otherwise provided herein, this Conservation Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Conservation Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee. In the event the Grantee or the United States takes legal title to Grantor's interest in the Protected Property, the Grantee must commit the monitoring and enforcement of the Conservation Easement to another qualified organization within the meaning of section 107(h)(3) of the United States Internal Revenue Code (1986), as amended, which organization has among its purposes the conservation and preservation of land and water areas.

11.8. Severability. Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

11.9. Signage. Notwithstanding the restrictions on signage in Section 7.5 ("Signage Restrictions"), Grantor agrees to allow Grantee to install, repair, remove and replace signage to promote, acknowledge, or announce this Easement; provided that such signage shall not exceed 10 square feet and the maintenance of which shall be the sole responsibility of Grantee. Grantee and Grantor shall agree on location of any such sign.

11.10. Exhibits. All Exhibits referenced herein are incorporated and made a part of this Conservation Easement.

11.10. Taxes and Assessments. The owner of the Property shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, who shall provide receipted tax bills to Grantee upon request.

12. RIGHT OF FIRST REFUSAL

In order to afford Grantee the opportunity to ensure that the Property remains in agricultural use in perpetuity, Grantor hereby gives to Grantee a Right of First Refusal to purchase the Property or a portion of the Property, which Right shall be of perpetual duration. In the event that the Grantee acquires fee title to the property, this Conservation Easement shall not be merged into the fee and shall not be extinguished by virtue of such purchase.

12.1. Applicability. This Right of First Refusal shall not apply to any gift or bequest without consideration, nor to any sale or conveyance of the Property to members of Grantor's families or to an entity, to include but not limited to, partnerships, corporations, or limited liability companies, which are controlled by Grantor or members of Grantor's families or to the equitable owners of a Grantor which is a corporation, partnership, LLC or other entity. Members of the families shall include Grantor's spouse, children (natural and adopted), parents and their descendants. This Right of First Refusal also shall not apply to sales made pursuant to any judicial sale of all or any portion of the Property (including but not limited to a sale made in connection with mortgage foreclosure), to the conveyance to a mortgage holder by deed in lieu of foreclosure, nor to a subsequent conveyance by any mortgagee who acquires title by virtue of foreclosure sale or deed in lieu of foreclosure. This Right of First Refusal also shall not apply to any sale of the Property to a responsible person or persons who, in the reasonable judgment of Grantee, demonstrate(s) an intent to conduct farming on the Property, which is the production of crops, livestock and livestock products as defined under Section 301 of the Agricultural and Markets Law, or such successor law as is later promulgated. The Right of First Refusal shall apply to all other sales and conveyances of the Property (including any conveyance by, or of any interest in, a corporation, partnership, LLC or other entity to non-family members of the equitable owners of the Grantor).

12.2. Procedure. The conditions of this Right of First Refusal shall be such that whenever Grantor receives a written offer from a responsible person or persons, subject to Section 8.16.A. herein, Grantor shall deliver to a true copy of the written offer, together with such other instruments as may be reasonably required to show the bonafides of the offer. Grantee may elect to purchase the Property or portion of the Property at the offered price and subject to such other terms and conditions not less favorable to Grantor than those contained in the offer by giving to Grantor written notice of such election within thirty (30) days after delivery of the offer to Grantee. If Grantee does not elect to meet such offer within the thirty-day period, or grant a limited waiver of this Right of First Refusal, Grantor may accept the offer as written.

IN WITNESS WHEREOF, the parties have executed this Conservation Easement this [INSERT DAY] day of [INSERT MONTH], 2012.

GRANTOR

JAMES A. GREIG and CORINA GREIG

By: _____
James A. Greig

By: _____
Corina Greig

GRANTEE

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

STATE OF NEW YORK
COUNTY OF DUTCHESS:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **James A. Greig** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK
COUNTY OFDUTCHESS:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Corina Greig** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature

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

_____
Notary Public

STATE OF NEW YORK
COUNTY OFDUTCHESS:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Rebecca E. C. Thornton** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGEMENT

THE SCENIC HUDSON LAND TRUST, INC.

By: _____
Steve Rosenberg
Executive Director

By: _____
Seth McKee
Land Conservation Director

STATE OF NEW YORK
COUNTY OFDUTCHESS:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Steve Rosenberg** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK
COUNTY OF DUTCHESS:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Seth McKee** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES CONSERVATION SERVICE

The rights conveyed herein are accepted by the undersigned official on behalf of the administering agency Natural Resources Conservation Service, an agency under the United States Department of Agriculture of the United States of America.

Signed:_____
Name: _____
New York State Conservationist

STATE OF NEW YORK
COUNTY OF_____

On _____, 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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ACCEPTANCE AS TO RIGHTS OF THIRD PARTY BENEFICIARY

TOWN OF RED HOOK

By: _____
Sue T. Crane
Title: Supervisor

State of New York)
County of Dutchess), ss:

On the _____day of _____ in the year _____ before me, the undersigned, personally appeared Sue T. Crane, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

Notary Public for the State of_____
My Commission Expires_____

ACCEPTANCE AS TO RIGHTS OF THIRD PARTY BENEFICIARY

DUTCHESS COUNTY

By: _____
Marcus J. Molinaro,
Title: County Executive

State of New York)
County of Dutchess), ss:

On the _____day of _____ in the year _____ before me, the undersigned, personally appeared Marcus J. Molinaro,, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

Notary Public for the State of_____
My Commission Expires_____

Exhibit A "Legal Description of Property"

Exhibit B "Conservation Easement Map"

Exhibit C "Legal Description of Farmstead Complex"

Exhibit D "Certification And Acknowledgement of Baseline Documentation"

AFTER RECORDING RETURN TO:

Dutchess Land Conservancy, Inc.
P.O. Box 138
Millbrook, NY 12545

MONITORING AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2012, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), the **TOWN OF RED HOOK**, a municipal corporation with offices at 7340 South Broadway, Red Hook, New York 12571 (the "Town"), and **SCENIC HUDSON LAND TRUST, INC.**, a not-for-profit corporation, with offices at One Civic Center Plaza, Suite 200, Poughkeepsie, New York 12601, 7015 Route 9, Rhinebeck, Dutchess County, New York 12571 (hereinafter referred to as the "Scenic Hudson"); and **DUTCHESS LAND CONSEVANCY, INC.**, a not-for-profit corporation, with offices at 2908 Route 44, Millbrook, New York 12545 (hereinafter referred to as the "Conservancy").

WITNESSETH:

WHEREAS, the County, the Town, Scenic Hudson and the Conservancy have been cooperating to implement a Farmland and Open Space Protection Plan which will result in the acquisition of a Conservation Easement of approximately 159.92 acres on the Greig Family Farm, located at Rockefeller Lane, Red Hook, Dutchess County, New York (the "Property"), and

WHEREAS, as a result thereof, the Conservancy shall hold the Conservation Easement for the Greig Family Farm and the Town and County shall have, among other things, third party enforcement rights with each assuming such rights, obligations, and responsibilities as set forth therein, and

WHEREAS, Scenic Hudson and the Conservancy, in their role as a conservation organizations, have obtained extensive experience monitoring and administering conservation easements, and the Conservancy, as a co-holder of the Conservation Easement, shall assume responsibility to monitor and administer this Conservation Easement, and

WHEREAS, this Agreement shall further define those rights, obligations and responsibilities;

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

1. <u>SCOPE OF SERVICES</u>. While the County and Town have third party enforcement rights as provided in Article 49, Title 3 of the Environmental Conservation law, the Conservancy is primarily responsible to enforce the Conservation Easement, the Conservancy is primarily responsible for enforcement of the Conservation Easement and for monitoring the Property in a systematic manner to ensure compliance with the terms of the Conservation Easement, all further set forth in the Conservation Easement identified at Exhibit "A" attached hereto, which Conservation Easement is hereby incorporated herein in its entirety. The Conservancy shall provide, using the standards set forth in *Standards and Practices* of the Land Trust Alliance (developed by the Land Turst Alliance in 1989 to help ensure the credibility and effectiveness of land trusts across the country, last revised in 2004, and adopted by the Conservancy) and, in strict compliance with all applicable federal, state and local laws, regulations and procedures, the

services as set forth on Exhibit "B" annexed hereto and made a part of this Agreement. Without limiting the foregoing, the conservancy expressly acknowledges that (i) it will not amend the Conservation Easement without the prior written consent of the County and the Town in accordance with Section 4.3 of the Conservation Easement, and (ii) it will not attempt to terminate, transfer, or otherwise divest itself of rights, title, or interest in the Conservation Easement or extinguish the Conservation Easement without prior written consent of the United States in accordance with Section 4.2 of the Conservation Easement.

If any term of the Scope of Services (Exhibit "B") contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERMS OF AGREEMENT. This Agreement shall become effective upon the conveyance of a conservation easement of approximately 159.92 acres by the owners of Greig Family Farm, on the Property (Dutchess County Tax Map Numbers: 6374-00-677518, 854567, 760494, and 640370) to the Conservancy and shall run for as long as the Conservancy remains the holder of the Conservation Easement.

3. STEWARDSHIP ENDOWMENT FUND. The Conservancy has undertaken its responsibilities hereunder because the Conservation Easement to be acquired protects the agricultural values of the Property and promotes the use of sound agricultural practices, which will further its charitable purposes of preserving the natural, ecological, cultural and scenic values of Dutchess County. The County and Town have determined that providing funds for the acquisition of third party enforcement rights in a conservation easement limiting the development rights on the Property is the best interests of the County and Town and furthers its desire to preserve open space, protect agricultural lands and water resource areas, and preserve the rural character of the community. In recognition of the County and Town's financial contribution to the acquisition of the Conservation Easement and the right to claim their proportionate share of the monetary value of this Easement in the event that it is extinguished. In addition, in recognition of the costs the Conservancy will incur in annually monitoring the Property, the County and Town shall pay to the Conservancy a sum of $2,000.00 which is intended to cover 50% of the Conservancy's Stewardship Endowment fee. This amount shall be paid to the Conservancy to defray the costs of monitoring and administering the Conservation Easement. The $2,000.00 shall be deposited into the Conservancy's Stewardship Endowment Fund for this purpose. Should the Conservation Easement ever be terminated, the Conservancy shall pay to the County and Town any funds remaining in the account, up to a maximum of $2,000.00. the Conservancy further acknowledges that the remaining 50% of the Conservancy's Stewardship Endowment Fee will be contributed by the Conservancy.

4. INDEPENDENT STATUS OF SCENIC HUDSON AND THE CONSERVANCY. Scenic Hudson and the Conservancy (jointly referred to as "it") agree that they are an independent contractor and that it shall not hold itself out to be an employee or office of the County or the Town, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County or Town on behalf of Scenic Hudson and the Conservancy or its employees; that Scenic Hudson and the Conservancy shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County or Town; that it shall have no workers' compensation or disability coverage through the County or Town for it or its employees, and that Scenic Hudson

and the Conservancy shall not be entitled to make any claim against the County or Town for these or any other rights or privileges of an officer or employee of the County or Town.

5. INDEMNIFICATION BY SCENIC HUDSON: Scenic Hudson shall hold the County and Town harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

6. . **INDEMNIFICATION BY THE CONSERVANCY:** The Conservancy shall hold the County and Town harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

6. INDEMNIFICATION BY THE TOWN. The Town shall hold Scenic Hudson, the Conservancy and the County harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

7. INDEMNIFICATION BY THE COUNTY. The County shall hold Scenic Hudson, the Conservancy, and the Town harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

8. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, Scenic Hudson and the Conservancy, shall maintain at its own cost the following insurance and shall provide proof thereof to the County and Town, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

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

(b) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of $1,000,000.00. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County and Town must be listed as additional named insureds.

Prior to Cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney and the Town Supervisor and Town Attorney at the addresses listed below:

Dutchess County Attorney
County Office Building
22 Market Street, 5th Floor
Poughkeepsie, New York 12601

Town Supervisor and Town Attorney
Town of Red Hook
7340 South Broadway
Red Hook, New York 12571

On receipt of such notice, the County and the Town shall each have the option to cancel this Agreement without further expense or liability to the County and/or Town, or to require either Scenic Hudson or the Conservancy to replace any cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County and/or Town. Failure of either Scenic Hudson or the Conservancy to take out or maintain, or the taking out or the maintenance of any required insurance, shall not relieve either from any liability under this Agreement.

All Certificates of Insurance shall be approved by the County Director of Risk Management prior to commencement of any work under this Agreement.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York, permitted to write insurance in New York and have from A.M. Best a rating of "A" or better or, if not, otherwise acceptable to the County and Town. In addition, every policy required above shall be primary insurance and any insurance carried by the County and Town, their officers, or its employees shall be excess and not contributory insurance to that provided by Scenic Hudson and the Conservancy. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. Either Scenic Hudson or the Conservancy shall be solely responsible for any deductible losses under each of the policies required above. Proof of additional insured coverage shall be evidenced through an additional insured endorsement provided by the insurance carrier.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due either Scenic Hudson or the Conservancy until either furnishes such additional security, as is determined necessary by the County or Town.

9. USE OF PRIVATE AUTOMOBILES. Scenic Hudson and the Conservancy represent that it does not currently own any automobiles and its employees use their own private automobiles when an automobile is necessary for its business. Scenic Hudson and/or the Conservancy will not knowingly allow its employees, and any others discharging responsibilities pursuant to this Agreement, to drive without being properly licensed and having, at least, the statutory insurance coverage required by New York State law.

10. QUALIFICATIONS OF THE CONSERVANCY. The Conservancy represents it is a New York not-for-profit corporation within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax-exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(iv) of the Internal Revenue Code, and is a "qualified organization" to accept, purchase, and hold Conservation Easements under Section 170(h) of the Internal Revenue Code

and Treasury Regulation Section 1.170A-14(c); and the Conservancy covenants that it will take all actions necessary to maintain such status at all times during the term of this agreement.

The Conservancy specifically represents that it, and its officers, employees, agents, servants, consultants and sub-contractors, have the experience, knowledge, and character necessary to perform their particular duties under this Agreement.

11. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, national origin, disability or marital status.

Scenic Hudson and the Conservancy shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

12. RETENTION OF RECORDS. Scenic Hudson and the Conservancy agree to maintain and have available for audit such records as may be required by the County, Town, New York State or United States governmental agencies related to this Agreement and the Conservation Easement. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice. The Baseline Documentation Report shall be permanently maintained. Other records shall be maintained for a period of six (6) years on an ongoing basis unless the County or Town requires otherwise. In such event, the County or Town shall, upon request of either Scenic Hudson or the Conservancy, provide an Archival Storage Facility for such other records.

In the event that either Scenic Hudson or the Conservancy were to cease to exist, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, or cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the Conservation Law, Scenic Hudson or the Conservancy agree it shall transfer all records associated with this Agreement and the Conservation Easement to the County or Town, as directed, or to such private non-governmental organization or public agency, which has agreed to assume the responsibility of holding the Conservation Easement.

13. NON-ASSIGNMENT. This Agreement may not be assigned by either Scenic Hudson or the Conservancy or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of other than in connection with a permitted assignment of the Conservation Easement on the Property.

14. EXECUTORY. This Agreement shall be deemed executory only to the extent of moneys appropriated and available to the County or the Town for the purpose of this Agreement, as specified in the County and Town's adopted Budget, and no liability on account thereof shall be incurred by the County or the Town beyond the amount of such moneys. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available moneys for the purpose of this Agreement.

15. NOTICE. Notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other persons or addresses as the parties may designate in writing:

If to the County: any notices necessary or convenient hereunder shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors at their official addresses, which at present are:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601
Attn: Anthony De Rosa, Chief Assistant County Attorney

Dutchess County Commissioner of Planning and Development
27 High Street
Poughkeepsie, New York 12601
Attn: Roger P. Akeley, Commissioner

If to the Town: any notices necessary or convenient hereunder shall be directed in writing to the Town of Red Hook Town Supervisor and Town Attorney, or their successors at their official addresses, which at present are:

Town of Red Hook
7340 South Broadway
Red Hook, New York 12571
Attn: Sue T. Crane, Town Supervisor

Town of Red Hook
7230 South Broadway
Red Hook, New York 12571
Attn: Christine Chale, Attorney for the Town

If to Scenic Hudson: any notices necessary or convenient hereunder shall be directed in writing to the President, or her successor at her official address, which at present is:

The Scenic Hudson Land Trust, Inc.,
One Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601

If to Dutchess Land Conservancy, Inc.: any notice necessary or convenient hereunder shall be directed in writing to the President, or her/his successor at its official address, which at present is:

The Dutchess Land Conservancy
2908 Route 44
Millbrook, NY 12545

16. NON-WAIVER. Failure of any party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

17. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

18. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

19. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the paragraph above entitled "Choice of Law, Venue."

20. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

22. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

23. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State civil Practice Law & Rules ("CPLR"), the Conservancy hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. The Conservancy must promptly notify the County and Town, in writing, of each and every change of address to which service of process can be made. Service by the County and/or Town to the last known addresses shall be sufficient. The Conservancy will have thirty (30) calendar days after service is complete in which to respond.

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

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

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

_____
Commissioner of Planning & Development

ACCEPTED: TOWN OF RED HOOK

By: _____
Sue T. Crane, Supervisor

ACCEPTED:
SCENIC HUDSON LAND TRUST, INC.

By: _____

ACCEPTED:
DUTCHESS LAND CONSERVANCY, INC.

By: _____

EXHIBIT A TO MONITORING AGREEMENT
FORM OF CONSERVATION EASEMENT

EXHIBIT B
SCOPE OF SERVICES

The parties recognize that this Scope of Service outlines the monitoring techniques presently contemplated. As these techniques change over time, the general intent of this Scope of Services will be maintained.

A. General Approach

• In-person site visit and/or fly over property by aerial over flight by the Conservancy staff to ensure compliance with the Conservation Easement.

B. Minimum Frequency for Monitoring Visits

• Aerial monitoring, if done, to occur annually. Ground monitoring of the property to occur once every three to four years.

C. Procedure

• Contact landowner well in advance of visit. Site visits can be done with landowner present, although it is not necessary for the landowner to be present during the visit.

• Before the Conservancy monitors it shall check property ownership through Dutchess County Parcel Access or, if not available, the successor program.

• Review baseline file including:

(1) Conservation Easement or Conservation Easement Summary
(2) Baseline documentation maps and photographs
(3) Existing Conditions Report
(4) Previous monitoring records

D. Ground Monitoring

• Visit property, after reviewing:

(1) easement summary
(2) copy of easement
(3) survey plan (or other detailed map)
(4) baseline documentation map showing site features (or topographic map with property boundaries drawn in), and bringing camera
(5) easement inspection form/monitoring log (attached hereto)
(6) photo location map/baseline photos

• Meet with landowner (upon request), review easement terms, answer any questions

• Inspect property:

(1) find and walk boundaries
(2) check any likely trouble spots
(3) check special conservation features, e.g., location of rare plants
(4) note any significant changes, natural or manmade

(5) photograph changes or trouble area and map photo locations on baseline copy
(6) fill out inspection form (this can be done back at the office using notes taken in the field)
(7) identify problems that need follow-up

E. Aerial Monitoring

• Aerial monitoring, if done, to be performed by the Conservancy staff who know the property and can interpret the property from the air

• With reference to baseline documentation, note any changes and questionable areas and take photographs

• Follow up questionable areas with on-the-ground inspection

F. Post-Inspection Record Keeping

• Fill out inspection form, sign and date it

• Key new photos to map using field notes and map; label and file photographs in baseline file

• Send landowner letter summarizing findings

• Send County and Town letter summarizing findings

• Store monitoring records safely together. Archive originals with original Baseline Documentation Report and keep one copy in the office for reference.

G. Landowner Relationships

• Explain monitoring program, Lead Grantee's role in enforcement, what the landowner can expect.

• Personally contact a new landowner when known, including changes of ownership within the same family, to make the same explanations as immediately above.

H. Handling Violations

• In the event of a violation of, or non-compliance with, the terms of the Conservation Easement, the Conservancy will notify the County and Town in writing within two business days of the discovery.

• The Conservancy, as lead monitor, will then notify the landowner about the violation

• The Conservancy shall try to resolve the problem through negotiation

(1) Establish plan for restoration and set a deadline for compliance
(2) Follow up all contacts in writing, via certified mail
(3) Inspect restoration work and document compliance

• Consult County Attorney's office and Town Supervisor if violation activity continues or if landowner refuses to cooperate with restoration plan.

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Environment Committee Roll Call

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

Present: ~~12~~ 9
Absent: 0 3 (2)
Vacant: 0

Resolution: ✓
Motion: ___

Total : 9 Yes, 0 No
Abstentions: 0

2012347 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON THE GREIG FAMILY FARM IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE.

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012347 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON THE GREIG FAMILY FARM IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE.

Date: 12/6/12

Environment
Revised 11/27/12

RESOLUTION NO. 2012348

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO A FINDING OF ENVIRONMENTAL SIGNIFICANCE FOR THE ACQUISITION OF A CONSERVATION EASEMENT ON SUNSET RIDGE FARM LOCATED IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK.

Legislators TRAUDT, BORCHERT, BOLNER, HUTCHINGS, SHERMAN, KELSEY, HORTON, and MICCIO offer the following and move its adoption:

WHEREAS, this Legislature is currently considering the acquisition of a conservation easement of approximately 181.9 acres on Sunset Ridge Farm which is located on Reagan Road in the Town of North East, Dutchess County, New York (Tax Grid No. 7269-00-394760, 514603), and

WHEREAS, pursuant to Resolution No. 208224 Part 1 of a Full Environmental Assessment Form was circulated to the involved agencies with a Notice of Intent indicating Dutchess County wanted to serve as lead agency, and

WHEREAS, 6 NYCRR 617 requires the designation of a lead agency from among the involved agencies before a determination of significance can be made, and

WHEREAS, the involved agencies have consented to Dutchess County assuming lead agency status, and

WHEREAS, it is the purpose of this Resolution to formalize and establish Dutchess County as the lead agency, which will directly undertake and coordinate this project pursuant to the New York State Environmental Quality Review Act, now, therefore, be it

RESOLVED, Dutchess County hereby assumes lead agency status with respect to authorization of the acquisition of a conservation easement for the Sunset Ridge Farm in the Town of North East, Dutchess County, New York.

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

CA-244-12
ADR/kvh/
R-0836
12/7/12
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 6th day of December 2012, 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 6th day of December 2012.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Environmental review of the proposed Sunset Ridge Farm acquisition has no fiscal impact.

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

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Environment Committee Roll Call

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

Present: ~~12~~ 9
Absent: 0 3 (c)
Vacant: 0

Resolution: ✓
Motion: ___

Total : 9 Yes, 0 No
Abstentions: 0

2012348 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO A FINDING OF ENVIRONMENTAL SIGNIFICANCE FOR THE ACQUISITION OF A CONSERVATION EASEMENT ON SUNSET RIDGE FARM LOCATED IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012348 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO A FINDING OF ENVIRONMENTAL SIGNIFICANCE FOR THE ACQUISITION OF A CONSERVATION EASEMENT ON SUNSET RIDGE FARM LOCATED IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: 12/6/12

Environment
Revised 11/27/12

RESOLUTION NO. 2012349

RE: ADOPTION OF NEGATIVE DECLARATION AUTHORIZING ACQUISITION OF CONSERVATION EASEMENT ON SUNSET RIDGE FARM IN THE TOWN NORTH EAST, DUTCHESS COUNTY, NEW YORK

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

WHEREAS, this Legislature is currently considering the acquisition of a conservation easement of 181.9 acres on Sunset Ridge Farm which is located on Reagan Road in the Town of North East, Dutchess County, New York (Tax Grid No. 7269-00-394760, 514603) and

WHEREAS, approval of such constitutes an action subject to the State Environmental Quality Review Act, and

WHEREAS, the Department of Planning and Development has prepared a Full Environmental Assessment Form which concludes that the proposed Program constitutes: (1) a Type I Action pursuant to Article VIII of the New York State Environmental Quality Review Act and Part 617 of the NYCRR (SEQR); and (2) will not have a significant adverse impact on the environment, and

WHEREAS, it is the purpose of this Legislature in adopting this Resolution to adopt and confirm those findings, and

WHEREAS, a true copy of the Full Environmental Assessment Form and the Negative Declaration reflecting the finding of non-significance are annexed hereto and made a part hereof, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the Full Environmental Assessment Form and Negative Declaration concluding that acquisition of a conservation easement on the Sunset Ridge Farm in the Town of North East, Dutchess County, New York will not have a significant adverse impact on the environment.

CA-245-12
ADR/kvh R-0836
12/7/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Environmental review of the proposed Sunset Ridge Farm acquisition has no fiscal impact.

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

12-12-79 (3/99)-9c

SEQR

State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Project Number Date:

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The County of Dutchess, as lead agency, has determined that the proposed action described below will not have a significant adverse environmental impact and a Draft Impact Statement will not be prepared.

Name of Action:

Partial Funding, Purchase of Conservation Easement, Sunset Ridge Farm, Town of North East, County of Dutchess

SEQR Status: Type 1 ☑
Unlisted ☐

Conditioned Negative Declaration: ☐ Yes
☐ No

Description of Action:

Partial funding by Dutchess County of the purchase of the development rights on the property known as Sunset Ridge Farm located on Reagan and Taylor Roads in the town of North East. A conservation easement will be placed on the 181.93-acre property and held by the Dutchess Land Conservancy. The New York State Department of Agriculture and Markets will provide a Farmland Protection Implementation Grant (FPIG) in the amount of $907,458 of the total acquisition cost of $1,370,192. The Dutchess County Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program will contribute $391,717 toward the purchase; the landowner will contribute $45,656; Dutchess Land conservancy will contribute $361 in cash and $25,000 in in-kind services.

A conservation easement will protect an additional 26.28 acres of wetland habitat under a separate easement to be held by the Natural Resource Conservation Service and the Dutchess Land Conservancy.

Location: (Include street address and the name of the municipality/county. A location map of appropriate scale is also recommended.)

Reagan and Taylor Road, Town of North East, Dutchess County

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination ; see 617.7(d) for Conditioned Negative Declaration)

The New York State Department of Agriculture and Markets has awarded Dutchess County a $907,458 Farmland Protection Implementation Grant (FPIG) to purchase the development rights on the 181.93-acre Sunset Ridge Farm in the Town of North East. In June, 2008, the Dutchess County Planning Board voted to recommend a $391,717 grant from the County's Partnership for Manageable Growth Program for the Sunset Ridge Farm acquisition. Additional funding sources include the Dutchess Land Conservancy and a landowner contribution.

An additional 26.28 acres of wetland habitat will be protected under the terms of a federal Wetland Reserve Program (WRP) conservation easement purchased by the Natural Resource Conservation Service in August 2012.

Sunset Ridge Farm is part of a core farmland area identified in the Dutchess County Agriculture and Farmland Protection Plan; Directions, the Plan for Dutchess County; and Greenway Connections: Greenway Compact Program and Guides for Dutchess County Communities as one of the County's ten principal agricultural areas.

Securing a conservation easement on this 181.93 acres will support this important farm business at the same time that it protects a significant view shed on Route 22 in the Harlem Valley. An agricultural conservation easement will keep the property available for continuing agricultural use and prevent the negative environmental impacts which would inevitably result from the conversion of this working landscape to residential development.

If Conditioned Negative Declaration, provide on attachment the specific mitigation measures imposed, and identify comment period (not less than 30 days from date of pubication In the ENB)

For Further Information:

Contact Person: Noela Hooper, Dutchess County Department of Planning and Development

Address: 27 High Street, Poughkeepsie, NY 12601

Telephone Number: 845-486-3600

For Type 1 Actions and Conditioned Negative Declarations, a Copy of this Notice is sent to:

Chief Executive Officer , Town / City / Village of North East

Other involved agencies (If any)

Applicant (If any)

Environmental Notice Bulletin, 625 Broadway, Albany NY, 12233-1750 (Type One Actions only)

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

Part 1: Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.

Part 2: Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.

Part 3: If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project: ☑ Part 1 ☑ Part 2 ☐ Part 3

Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

☒ A. The project will not result in any large and important impact(s) and, therefore, is one which **will not** have a significant impact on the environment, therefore **a negative declaration will be prepared.**

☐ B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore **a CONDITIONED negative declaration will be prepared.***

☐ C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore **a positive declaration will be prepared.**

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Purchase of Agricultural Conservation Easement on Sunset Ridge Farm, Town of North East

Name of Action

Dutchess County

Name of Lead Agency

Kealy Salomon
Print or Type Name of Responsible Officer in Lead Agency

Commissioner of Planning and Development
Title of Responsible Officer

K B Salomon
Signature of Responsible Officer in Lead Agency

Noela J. Hooper
Signature of Preparer (If different from responsible officer)

10/22/2012
Date

website

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable?** The reviewer is not expected to be an expert environmental analyst.

! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a Potential Large Impact response, thus requiring evaluation in Part 3.

! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.

! The number of examples per question does not indicate the importance of each question.

! In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be **any** impact.

b. **Maybe** answers should be considered as **Yes** answers.

c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.

d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.

e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.

f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
Impact on Land			
1. Will the Proposed Action result in a physical change to the project site? NO ☒ YES ☐			
Examples that would apply to column 2			
• Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%.	☐	☐	☐ Yes ☐ No
• Construction on land where the depth to the water table is less than 3 feet.	☐	☐	☐ Yes ☐ No
• Construction of paved parking area for 1,000 or more vehicles.	☐	☐	☐ Yes ☐ No
• Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface.	☐	☐	☐ Yes ☐ No
• Construction that will continue for more than 1 year or involve more than one phase or stage.	☐	☐	☐ Yes ☐ No
• Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year.	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a santary landfill.	☐	☐	☐ Yes ☐ No
• Construction in a designated floodway.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

☒ NO ☐ YES

• Specific land forms:	☐	☐	☐ Yes ☐ No

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

☒ NO ☐ YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	☐	☐	☐ Yes ☐ No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	☐	☐	☐ Yes ☐ No
• Extension of utility distribution facilities through a protected water body.	☐	☐	☐ Yes ☐ No
• Construction in a designated freshwater or tidal wetland.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

4. Will Proposed Action affect any non-protected existing or new body of water?

☒ NO ☐ YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	☐	☐	☐ Yes ☐ No
• Construction of a body of water that exceeds 10 acres of surface area.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
5. Will Proposed Action affect surface or groundwater quality or quantity? ☒ NO ☐ YES			
Examples that would apply to column 2			
• Proposed Action will require a discharge permit.	☐	☐	☐ Yes ☐ No
• Proposed Action requires use of a source of water that does not have approval to serve proposed (project) action.	☐	☐	☐ Yes ☐ No
• Proposed Action requires water supply from wells with greater than 45 gallons per minute pumping capacity.	☐	☐	☐ Yes ☐ No
• Construction or operation causing any contamination of a water supply system.	☐	☐	☐ Yes ☐ No
• Proposed Action will adversely affect groundwater.	☐	☐	☐ Yes ☐ No
• Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity.	☐	☐	☐ Yes ☐ No
• Proposed Action would use water in excess of 20,000 gallons per day.	☐	☐	☐ Yes ☐ No
• Proposed Action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions.	☐	☐	☐ Yes ☐ No
• Proposed Action will require the storage of petroleum or chemical products greater than 1,100 gallons.	☐	☐	☐ Yes ☐ No
• Proposed Action will allow residential uses in areas without water and/or sewer services.	☐	☐	☐ Yes ☐ No
• Proposed Action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?
   [x] NO [ ] YES

Examples that would apply to column 2

• Proposed Action would change flood water flows	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action may cause substantial erosion.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action is incompatible with existing drainage patterns.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will allow development in a designated floodway.	[ ]	[ ]	[ ] Yes [ ] No
• Other impacts:	[ ]	[ ]	[ ] Yes [ ] No

IMPACT ON AIR

7. Will Proposed Action affect air quality?
   [x] NO [ ] YES

Examples that would apply to column 2

• Proposed Action will induce 1,000 or more vehicle trips in any given hour.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will result in the incineration of more than 1 ton of refuse per hour.	[ ]	[ ]	[ ] Yes [ ] No
• Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will allow an increase in the amount of land committed to industrial use.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will allow an increase in the density of industrial development within existing industrial areas.	[ ]	[ ]	[ ] Yes [ ] No
• Other impacts:	[ ]	[ ]	[ ] Yes [ ] No

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?
   [x] NO [ ] YES

Examples that would apply to column 2

• Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site.	[ ]	[ ]	[ ] Yes [ ] No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	☐	☐	☐ Yes ☐ No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?
☒ NO ☐ YES

Examples that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	☐	☐	☐ Yes ☐ No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?
☒ NO ☐ YES

Examples that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	☐	☐	☐ Yes ☐ No
• Construction activity would excavate or compact the soil profile of agricultural land.	☐	☐	☐ Yes ☐ No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

Proposed Action will protect agricultural land.

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)
☒ NO ☐ YES

Examples that would apply to column 2

• Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	☐	☐	☐ Yes ☐ No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	☐	☐	☐ Yes ☐ No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

Proposed Action will protect agricultural view shed.

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?
☒ NO ☐ YES

Examples that would apply to column 2

• Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	☐	☐	☐ Yes ☐ No
• Any impact to an archaeological site or fossil bed located within the project site.	☐	☐	☐ Yes ☐ No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?
☒ NO ☐ YES

Examples that would apply to column 2

• The permanent foreclosure of a future recreational opportunity.	☐	☐	☐ Yes ☐ No
• A major reduction of an open space important to the community.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?
☒ NO ☐ YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

• Proposed Action to locate within the CEA?	☐	☐	☐ Yes ☐ No
• Proposed Action will result in a reduction in the quantity of the resource?	☐	☐	☐ Yes ☐ No
• Proposed Action will result in a reduction in the quality of the resource?	☐	☐	☐ Yes ☐ No
• Proposed Action will impact the use, function or enjoyment of the resource?	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

[■] NO [ ] YES

Examples that would apply to column 2

• Alteration of present patterns of movement of people and/or goods.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will result in major traffic problems.	[ ]	[ ]	[ ] Yes [ ] No
• Other impacts:	[ ]	[ ]	[ ] Yes [ ] No

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

[■] NO [ ] YES

Examples that would apply to column 2

• Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use.	[ ]	[ ]	[ ] Yes [ ] No
• Other impacts:	[ ]	[ ]	[ ] Yes [ ] No

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

[■] NO [ ] YES

Examples that would apply to column 2

• Blasting within 1,500 feet of a hospital, school or other sensitive facility.	[ ]	[ ]	[ ] Yes [ ] No
• Odors will occur routinely (more than one hour per day).	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will remove natural barriers that would act as a noise screen.	[ ]	[ ]	[ ] Yes [ ] No
• Other impacts:	[ ]	[ ]	[ ] Yes [ ] No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change

IMPACT ON PUBLIC HEALTH

18. Will Proposed Action affect public health and safety?
[■] NO [ ] YES

• Proposed Action may cause a risk of explosion or release of hazardous substances (i.e. oil, pesticides, chemicals, radiation, etc.) in the event of accident or upset conditions, or there may be a chronic low level discharge or emission.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action may result in the burial of "hazardous wastes" in any form (i.e. toxic, poisonous, highly reactive, radioactive, irritating, infectious, etc.)	[ ]	[ ]	[ ] Yes [ ] No
• Storage facilities for one million or more gallons of liquefied natural gas or other flammable liquids.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action may result in the excavation or other disturbance within 2,000 feet of a site used for the disposal of solid or hazardous waste.	[ ]	[ ]	[ ] Yes [ ] No
• Other impacts:	[ ]	[ ]	[ ] Yes [ ] No

IMPACT ON GROWTH AND CHARACTER OF COMMUNITY OR NEIGHBORHOOD

19. Will Proposed Action affect the character of the existing community?
[■] NO [ ] YES

Examples that would apply to column 2

• The permanent population of the city, town or village in which the project is located is likely to grow by more than 5%.	[ ]	[ ]	[ ] Yes [ ] No
• The municipal budget for capital expenditures or operating services will increase by more than 5% per year as a result of this project.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will conflict with officially adopted plans or goals.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will cause a change in the density of land use.	[ ]	[ ]	[ ] Yes [ ] No
• Proposed Action will replace or eliminate existing facilities, structures or areas of historic importance to the community.	[ ]	[ ]	[ ] Yes [ ] No
• Development will create a demand for additional community services (e.g. schools, police and fire, etc.)	[ ]	[ ]	[ ] Yes [ ] No

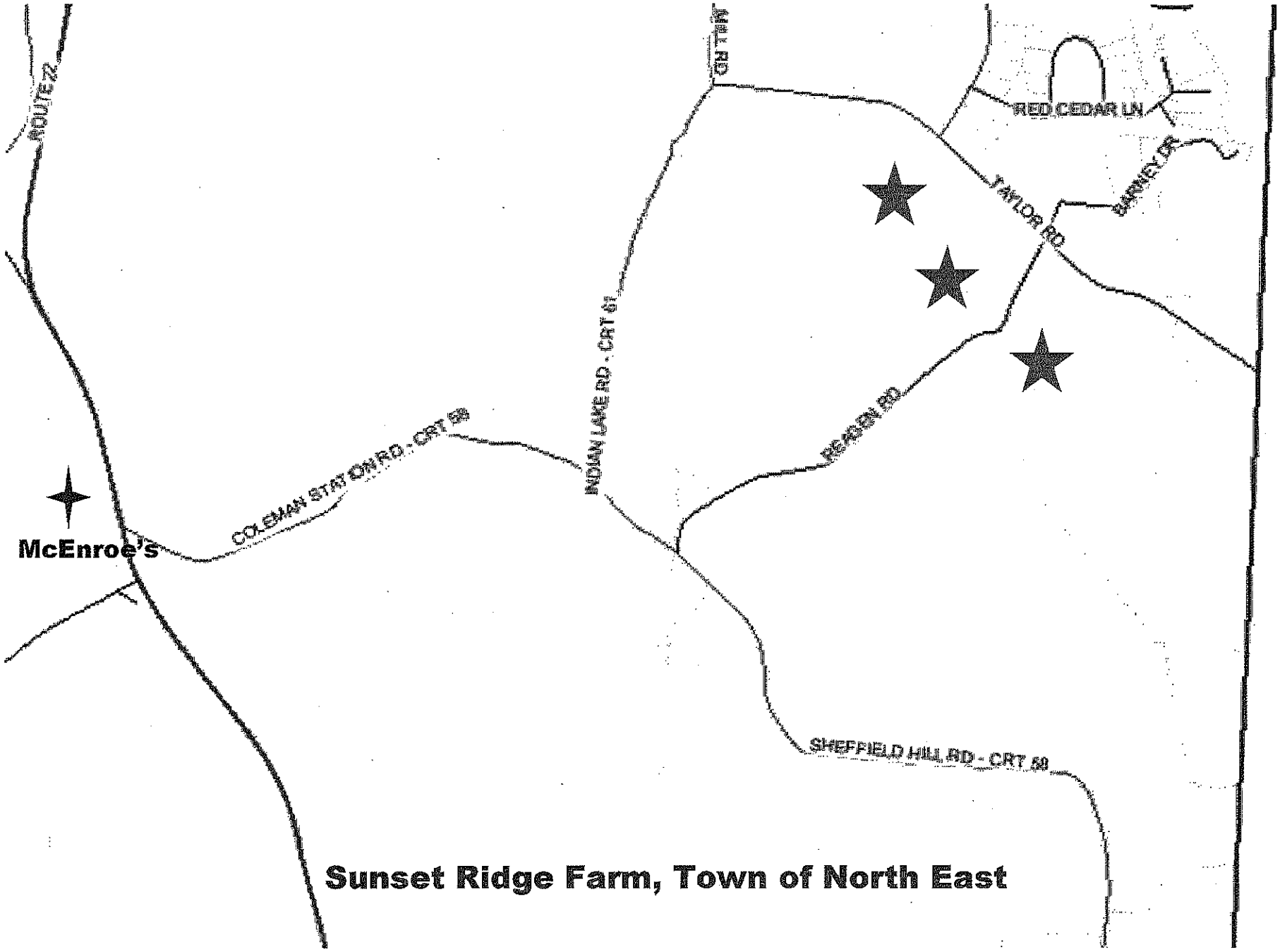
	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	☐	☐	☐ Yes ☐ No
• Proposed Action will create or eliminate employment.	☐	☐	☐ Yes ☐ No
• Other impacts:	☐	☐	☐ Yes ☐ No

Proposed Action will conserve existing rural character of community.

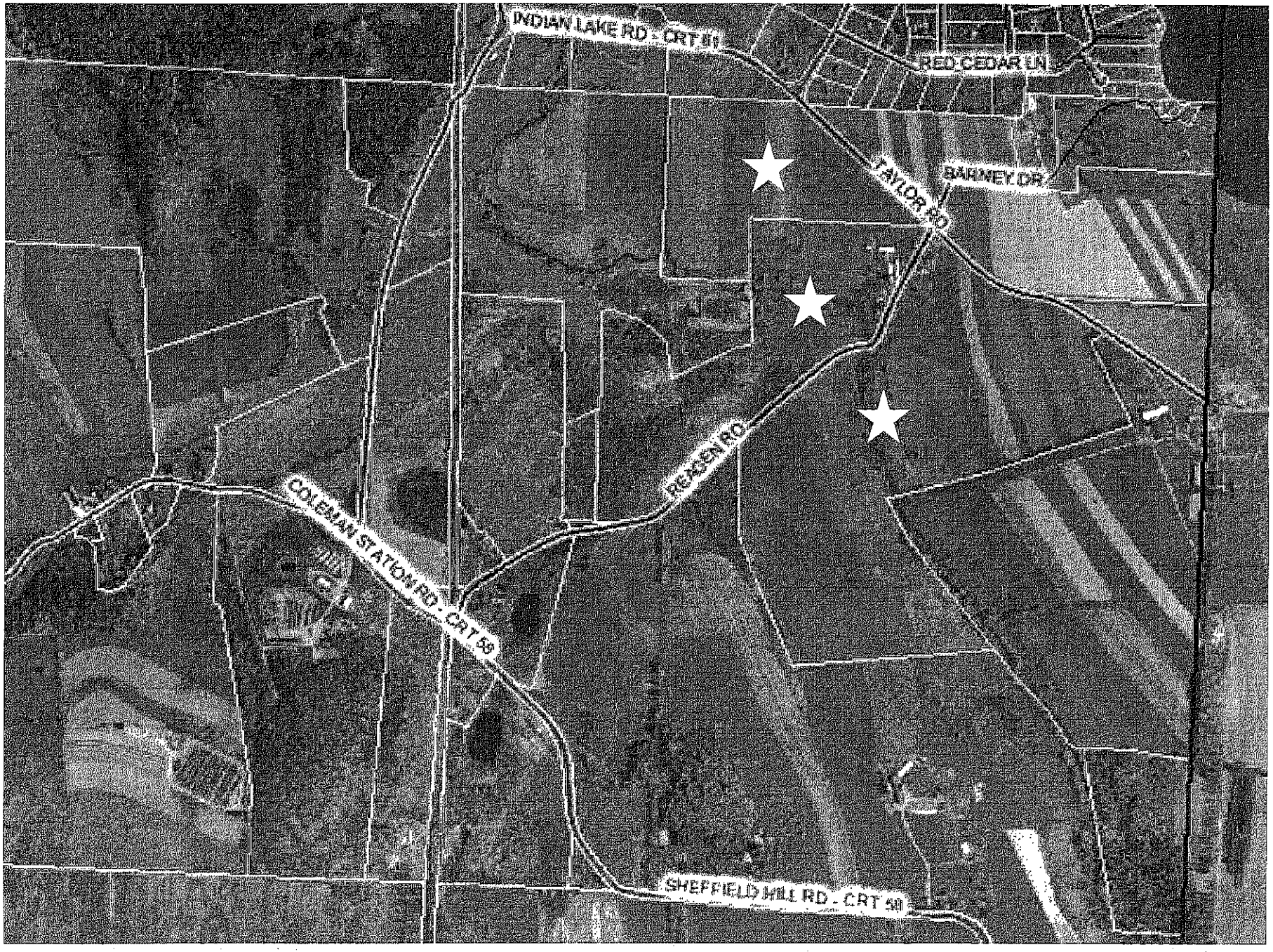
20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

☒ NO ☐ YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3



Sunset Ridge Farm, Town of North East


INDIAN LAKE RD - CRT 61
RED CEDAR LN
TAYLOR RD
BARNEY DR
REGEN RD
COLEMAN STATION RD - CRT 58
SHEFFIELD HILL RD - CRT 50

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Environment Committee Roll Call

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

Present: ~~12~~ 9 **Resolution:** ✓ **Total :** 9 Yes 0 No

Absent: 0 3 (C) **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012349 ADOPTION OF NEGATIVE DECLARATION AUTHORIZING ACQUISITION OF CONSERVATION EASEMENT ON SUNSET RIDGE FARM IN THE TOWN NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012349 ADOPTION OF NEGATIVE DECLARATION AUTHORIZING ACQUISITION OF CONSERVATION EASEMENT ON SUNSET RIDGE FARM IN THE TOWN NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: 12/6/12

RESOLUTION NO. 2012350

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON SUNSET RIDGE FARM IN THE TOWN OF NORTH EAST, NEW YORK.

Legislators TRAUDT, BORCHERT, BOLNER, HUTCHINGS, SHERMAN, PERKINS, HORTON, and MICCIO offer the following and move its adoption:

WHEREAS, the County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 03/2008) for an award of grant funds through the Dutchess County Partnership for Manageable Growth/Open Space And Farmland Protection Matching Grant Program to partially fund the purchase of a conservation easement by the County of Dutchess of approximately 181.9 acres on Sunset Ridge Farm (Grid No. 7269-00-394760, 514603) located on Reagan Road in the Town of North East, Dutchess County, New York, and

WHEREAS, a total contribution of up to $1,370,192.00 which includes closing and administration costs, shall be made towards the purchase of an agricultural conservation easement on the Property as follows:

* New York State Farmland Protection Implementation Grant (NYS FPIG) - $907,458.00
* Dutchess County - $391,717.00
* Dutchess Land Conservancy (in kind and cash) - $25,361.00
* Landowner contribution - $45,656.00

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, Inc. (DLC), which shall assume primary responsibility to monitor and enforce the easement; that the County shall have third party enforcement rights; and that if it is ever extinguished, the County shall share pro-rata in the proceeds therefore, and

WHEREAS, a real estate appraisal by R.P. Hubbell and Company, Inc., dated April 15, 2011, which is on file with the Clerk to the Legislature supports the purchase price to be paid by the County for the 181.9 acre Property, and

WHEREAS, the proposed Grant Agreement, is subject to various contingencies including approval and acceptance of the easement and related closing documents (e.g. survey, title report and insurance) by the County and receipt by the County of the NYS FPIG not to exceed $907,458.00 referenced above, now therefore be it

RESOLVED, that the County Executive is hereby authorized to execute the Grant Agreement and the Monitoring Agreement attached hereto, and be it further

RESOLVED, the County Executive is authorized to take such actions as are necessary and in accord with the requirements of the Dutchess County Partnership for Manageable Growth/Open Space Farmland Protection Matching Grant Program to complete the acquisition contemplated hereunder including changes to the Grant and Monitoring agreements and easement consistent with general program purposes, and be it further

RESOLVED, to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the applicable Capital Project Budget as follows:

APPROPRIATION		
Increase		
H0400.8020.3006.7001	Sunset Ridge	$1,299,175
Decrease		
H0400.8020.3006	Open Space	$391,717
REVENUE		
Increase		
H0400.8020.37970.01	Ag & Mrkts. Farmland Protection	$907,458

CA-246-12
Sunset Ridge/ADR-kvh
R-0836
12/12/12
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/12/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 1,299,175

Total Current Year Revenue $ 907,458
and Source

NYSDAM Farmland Protection Implementation Grant (FPIG)

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

Identify Line Items(s):

H0400.8020.3006.7001 Open Space Capital Project--Sunset Ridge

Related Expenses: Amount $ 0

Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $391,717
Over Five Years: $391,717

Additional Comments/Explanation:

The total cost of the Sunset Ridge acquisition is $1,370,192. Funding includes NYSDAM FPIG grant of $907,458 (66.2%), $361 cash and $25,000 in-kind contribution from Dutchess Land Conservancy (1.9%), a $45,656 landowner contribution (3.3%) and $391,717 from Dutchess County (28.6%).

The source of County funds is a bond approved by the Legislature in 2008 to support the Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program.

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

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this day of , 20__, by and between **KEVIN P. SMITH and GREGORY A. SMITH**, as Owners of **SUNSET RIDGE FARM** with an address of 161 Reagan Road, Town of North East, Dutchess County, New York 12546, (the "Owner"), the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"), and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 2908 Route 44, Millbrook, New York 12545 (the "Conservancy").

WITNESSETH:

WHEREAS, the Owner owns Sunset Ridge Farm and desires to sell the County and the Conservancy a conservation easement on Sunset Ridge Farm which consists of approximately 181.9 acres (the "Property") located at Reagan Road in the Town of North East, Dutchess County, New York (Tax Grid Number 7269-00-394760, 514603), and

WHEREAS, the County and the Conservancy want to purchase such conservation easement providing funds therefore are available through the New York State Department of Agriculture and Markets Farmland Protection Grant executed by the County pursuant to Resolutions 208223, 2010131 and 2011299 and a matching share is available therefore through the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, the parties agree as follows;

1. **PURCHASE OF CONSERVATION EASEMENT.** The Owner agrees to sell to the County and to the Conservancy, and the County and the Conservancy agree to purchase from the Owner, a conservation easement on the Property upon the terms and conditions hereinafter set forth. The Conservancy and County shall be co-holders of the conservation easement and the County shall have third party enforcement rights pursuant to the terms of the conservation easement. The County shall have the right to claim portions of the monetary value of the conservation easement in the event the conservation easement is extinguished pursuant to the terms of the conservation easement. The conservation easement shall be substantially in the form attached to this Agreement as "Exhibit A."

2. **PAYMENT**. The development rights for the Property, which consists of approximately 181.9 acres, are appraised at $1,310,000 or (approximately) $7,201 per acre. The purchase price for the Conservation Easement for those development rights shall be $1,310,000 (see Project Budget attached as Exhibit "B"). The exact amount of total project costs (now estimated at $1,370,192), which are to be paid by the County and the Conservancy, include the purchase price, and closing and administrative costs, and are to be finally determined at the closing. See Project Budget, attached hereto as "Exhibit B," with respect to estimated "Administrative Costs" incurred by the Conservancy to be reimbursed to it at closing by the County.

The Property to be subject to the conservation easement is shown on a survey completed by Lynden B. Chase, Licensed Land Surveyor dated May 11, 2010.

3. **APPRAISAL**. The Real Estate Appraisal Report (narrative appraisal) prepared by R.P. Hubbell and Company, dated April, 2011, evaluates the value of the conservation easement of $1,310,000 or approximately $7,201 per acre. The intended users of the Appraisal Report are the Owners, Dutchess Land Conservancy, State of New York, and County of Dutchess.

4. **CLOSING**. The closing shall take place at the Dutchess County Office Building, 22 Market Street, 5th Floor, Poughkeepsie, New York 12601 at such time as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the New York State Department of Agriculture and Markets Farmland Protection Grant Program referenced above, and the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program.

5. **CONTINGENCIES**. This Agreement, and the closing are subject to the following contingencies:

(a) Approval of the proposed conservation easement ("Exhibit A") by the New York State Department of Agriculture and Markets, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, and the Conservancy.

(b) Receipt by the County of the funds necessary to purchase the conservation easement and pay related closing and administrative costs, through a New York State Department of Agriculture and Markets Farmland Protection Grant ($907,458) NYS Contract No. C800656, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program (an amount not to exceed $391,717, a donation by the Owner ($45,656) and in-kind services and cash from the Conservancy ($25,361).

(c) Conveyance of title satisfactory to the New York State Department of Agriculture and Markets, the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program, and the Conservancy subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not, in the judgment of funding agencies, significantly impede the purposes of the conservation easement or significantly reduce its value.

(d) Any documentation, approvals or consents as may be required by the New York State Department of Agriculture and Markets or the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Fund in order to comply with Program requirements.

(e) The Property shall be conveyed, free of all mortgages and encumbrances of any nature whatsoever or they will be subordinated to the conservation easement to the satisfaction of the New York State Department of Agriculture and Markets, Dutchess County Open Space and Farmland Protection Matching Grant Program and the Conservancy.

6. **CANCELLATION**. If the contingencies set forth in Section 5 are not satisfied, the County may cancel this Agreement on written notice to the Owner and neither party will have any claim or cause of action against the other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by December 31, 2013, the Owner may cancel this Agreement upon written notice to the County, at its address as shown herein, attention Carol A. Bogle, Senior Assistant County Attorney, and neither party shall have any claim or cause of action for damages against the other arising out of this Agreement.

7. **OWNER'S REPRESENTATIONS**. The Owner represents that it has, and will have at the closing, the power, and if applicable corporate authorization, to sell, transfer and convey the conservation easement to the County and the Conservancy and that the Owner is not aware of any actions or proceedings which affect the Owner's title to the Property and that there are not uncured notices which have been served upon the Owner by any governmental agency, notifying the Owner of any violations of law, ordinance or regulation which would affect the Property, or actual impending mechanics liens against the Property. The Owner has not entered into, or does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property.

The Owner has no knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or to the environment (whether or not such condition constitutes a violation of law that would result in liability to the Owner, County, or Conservancy under any Federal, State or local environmental laws).

Should any of the above representations or warrantees cease to be true at any time prior to the closing, the Owner shall immediately so advise the County and the Conservancy in writing, except in so far as the Owner has advised the County and Conservancy to the contrary, each of the above representations and warrantees shall be deemed to have been made as of the closing and shall survive the closing.

8. **NO BROKERS COMMISSION**. Each of the parties represents no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

9. **SEVERABILITY**. Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason, unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to effecting the purpose of this Agreement and enforceability of the remaining provisions of this Agreement shall not effected thereby.

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

APPROVED AS TO FORM: ACCEPTED: COUNTY OF DUTCHESS

_____ By: _____

County Attorney's Office Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

_____
Kealy Salmon, Commissioner of
Planning & Development

LANDOWER
SUNSET RIDGE FARM

_____
Kevin P. Smith

_____
Gregory A. Smith

DUTCHESS LAND CONSERVANCY,
INC.

_____
Rebecca E. C. Thornton, President

EXHIBIT "A"

TO THE GRANT AGREEMENT

CONSERVATION EASEMENT

CONSERVATION EASEMENT DEED

Between

KEVIN P. SMITH and GREGORY A. SMITH

as Grantors

and

DUTCHESS LAND CONSERVANCY, INC.,

and

DUTCHESS COUNTY

as Grantees

Draft Date
September 7, 2011
Version 18 – approved by David Behm

DEED OF CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (the "Easement") is granted this _____ day of _____ 201_ , by **KEVIN P. SMITH and GREGORY A. SMITH**, with an address of 161 Reagan Road, Millerton, New York, 12546, as Grantors (collectively referred to as the "Grantor"), to **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York 12545, as Grantee (the "Conservancy" or the "Lead Grantee") and to **DUTCHESS COUNTY**, a New York municipal corporation having an office at 22 Market Street, Poughkeepsie, New York 12601, as Grantee (the "County"). The Conservancy and the County shall collectively be referred to as the "Grantees."

WHEREAS,

A. Grantor is the owner of certain real property (the "Property") consisting of approximately 181.93 acres, located on Taylor Road and Reagan Road in the Town of North East, Dutchess County, New York, and more fully described in "Exhibit A" and shown on the Conservation Easement Map, "Exhibit B," both exhibits attached hereto, and on survey map titled "Survey Map Showing Conservation Easement on Lands of Gregory A. & Kevin P. Smith" prepared by Lynden Chase, Licensed Land Surveyor, dated May 11, 2010, revised_____, and filed in the Dutchess County Clerk's Office on _____ as Map No. _____, incorporated herein by reference.

B. The Conservancy is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code, and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c).

C. The County is a municipal corporation and has the authority pursuant to Section 247 of the General Municipal Law and Article 49, Title 3 of the ECL to acquire conservation easements and is a "qualified organization" within the meanings of 170(b)(1)(A)(v) and 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c).

D. The Property consists primarily of productive agricultural land. The Property contains approximately 69 acres of prime soils and approximately 63 acres of soils of statewide importance, as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

E. Article 14, Section 4 of the New York State Constitution states that "the policy of this

state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products."

F. In Section 49-0301 of the ECL, the Legislature of the State of New York found and declared that "in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, and the preservation, development and improvement of agricultural and forest lands..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state."

G. The Property is located within Dutchess County's Agricultural District #21, created pursuant to Article 25AA of the New York State Agriculture and Markets Law (the "Agriculture and Markets Law"). In Section 300, it states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results...It is therefore the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products...It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance."

H. Article 25-AAA, Section 321 of the Agriculture and Markets Law states that "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and the environmental and landscape preservation values associated with agriculture..." the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

I. The Property is located within Dutchess County, which adopted the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program (the "Matching Grant Program") in December 1999. The Matching Grant Program is a vehicle for providing matching funds to finance the conservation of open space and farmland within Dutchess County.

J. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a grant toward the total project costs of acquiring a perpetual conservation easement on the Property pursuant to grant contract number C800656

pursuant to Article 25-AAA of the Agriculture and Markets Law. The County has contributed three hundred ninety-one thousand, seven hundred and seventeen dollars ($391,717) to purchase a conservation easement on the Property through the Matching Grant Program pursuant to Dutchess County Resolution No. _____.

K. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its conservation purposes.

L. The Grantor has agreed to a bargain sale of this Easement by donating a portion of its value.

M. The parties recognize the following:

1. The County has determined that providing grant funds for the acquisition of an Easement on the Property will help further its conservation and economic purposes as further hereinafter set forth and the Conservancy has determined that acquiring an Easement on the Property which protects the agricultural values of the Property and which promotes the use of Sound Agricultural Practices will further its charitable purposes of preserving the agricultural, natural, ecological, cultural and scenic values of Dutchess County.

2. The Property is characterized by open farmlands, scenic views, woodlands, wetlands and natural beauty, and is highly visible from Taylor Road and Reagan Road, both public highways. The Property has approximately one mile of road frontage.

3. The Conservancy, in its role as a conservation organization, has obtained extensive experience holding, monitoring and administering conservation easements, and is willing to make its services and experience available to the County to co-hold, monitor and administer this Easement as hereinafter set forth.

4. The Property is in close proximity to other private lands, which are already permanently protected by conservation easements.

5. The 2009 New York State Open Space Conservation Plan (the "NYS Plan"), prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State, lists the Taconic Ridge/Harlem Valley as a high priority due to the region's high biodiversity, scenic views, substantial recreational value, thousands of acres of intact/unfragmented forest land, steeply sloping hillsides, unique geologic segments, historic architecture, working farm landscapes, and multiple connection opportunities to land currently protected by State, Federal Government, Counties, Towns and private land conservation organizations. Specific target areas include the Harlem Valley Rail Trail connectors and viewshed protection; prime farmland soils and designated wetlands along the

Webatuck Creek; and exceptional plant and wildlife habitat areas ranked on the State Natural Heritage Inventory such as rattlesnake and bog turtle habitat, limestone wet meadows, graminoid fens and sedge meadows. The NYS Plan also lists farmland protection as a critical component of the State's overall efforts to conserve open space. This land provides fresh produce, scenic open land, vital wildlife habitat, and the economic backbone to many communities. The Property is a priority under the NYS Plan both in terms of its farmland values and its plant and wildlife habitat.

6. The Dutchess County Legislature adopted the Dutchess County Agricultural and Farmland Protection Plan (the "Farmland Protection Plan") on May 11, 1998, which states that, "Farms and farmland contribute to the County's economy as a whole, through the jobs and dollars generated and to the County's open landscapes, character, and sense of identity, and environmental quality." The Farmland Protection Plan recommends the purchase of development rights as an important tool in encouraging landowners to keep their farms in production, and states that Dutchess County should develop partnerships with knowledgeable professionals in the private sector, particularly the County's land conservancies, to facilitate the development and improvement of a Dutchess County Development Rights Acquisition Program. In furtherance of this recommendation, the County is contributing toward the purchase of this Easement through the Matching Grant Program.

7. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands and streams and wetlands should be preserved. *Directions* emphasizes the preservation of prime agricultural soils and wetlands and encourages open space land uses and the protection of scenic resources. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.15 encourages municipalities to preserve their 100-year floodplains by prohibiting uses that interfere with the flood-carrying functions of the floodplain, create safety hazards, or increase the risk of property damage. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots, which preclude the future use for agriculture and forestry. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

8. The Town of North East – Village of Millerton Comprehensive Plan (the "Comprehensive Plan"), adopted in 1992, includes in its goals and objectives for the community: maintaining the rural character and scenic resources of the community (Goal #1), encouraging

the continuation and diversification of agricultural activities (Goal #2), protecting the natural environment (Goal #3), and encouraging limited growth to keep the economy healthy (Goal #5). The Comprehensive Plan recommends that the Town's scenic and/or sensitive natural features be preserved (Nat. Res., Sec. 1), that food production resources for future generations be preserved by discouraging the development of prime and statewide important soils (Nat. Res., Sec. 7), and that the community should promote the use of conservation easements to permanently preserve farmland (Ag., Sec. 3). The Comprehensive Plan includes the recommendation that the Town should work with developers, landowners and regional groups to shape development by taking advantage of land use techniques such as clustering and conservation easements.

9. The Property contains approximately 17 acres of Freshwater Wetland No. MT-26, a Class 2 wetland, designated pursuant to Article 24 of the ECL for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. The Property also contains approximately 17 acres of wetlands designated on the National Wetlands Inventory by the U.S. Department of the Interior.

10. The Property contains more than 2,900 linear feet of the Webatuck Creek (CT-15-12), a Class C(T) trout stream, which has been classified by the New York State Department of Environmental Conservation according to its best use for fishing and fish propagation in order to meet the goal of the Federal Clean Water Act and to encourage continuous protection to keep the stream clean for the future. The Property also contains approximately 950 linear feet of a small tributary (CT-15-12-11a) of the Webatuck Creek.

11. Approximately 24 acres of the Property lies within a 100-year flood plain as designated by the Federal Emergency Management Agency.

12. The entire Property overlies a "Zone I" Aquifer as defined by the Dutchess County Water Supply Protection Program Report prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.

13. The Property contains approximately 20 acres of woodlands.

14. Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified calcareous wet meadows, hardwood and shrub swamps, sandbars, streams, upland hardwood forest, upland meadow, upland shrubland and wet meadows on the Property, *Significant Habitats in the Town of North East, Dutchess County, New York*, by Claudia Knab-Vispo, Kristen Bell, and Gretchen Stevens, Hudsonia Ltd., February 2008.

15. Subdivision and development pressure threaten the continued agricultural, rural, ecological, forested, and open space character of the Property.

NOW, THEREFORE, in consideration of the sum of One million, two hundred and sixty-four thousand, three hundred and forty-four dollars ($1,264,344), and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Easement

Grantor hereby grants and conveys to the Grantees, an Easement, an immediately vested interest in real property defined by Article 49, Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which Easement shall run with and bind the Property in perpetuity. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes the Grantees to enforce these covenants in the manner described below.

2. Purpose

The Primary Purpose of this easement is to conserve viable agricultural land and soil resources by preventing uses of the Property that will significantly impair or interfere with the Property's agricultural and forestry viability and productive capacity.

All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the Primary Purpose of this Easement. It is the Secondary Purpose of this Easement to conserve and protect the Property's scenic view and open space resources, and their associated unique and special natural features.

3. Implementation

This Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. However, if the Easement is more restrictive than local, state and federal laws and regulations, the Easement restrictions shall govern with respect to the development and use of the Property. This Easement and the administration of its provisions shall not unreasonably restrict or regulate farm operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

4. Definitions

4(a) **"Grantor"** or "owner" include the original Grantor, its heirs, successors and assigns, all future owners of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.

4(b) **"Grantee"** includes the original Grantees and their successors and assigns. The Dutchess Land Conservancy ("Conservancy" or "Lead Grantee") and Dutchess County ("County") are the original Grantees. The term "Lead Grantee" is the

Grantee designated by mutual agreement between the Grantees: to grant permission under this Easement pursuant to Section 17 ("Permission of the Lead Grantee"); to act as the lead monitor and inspector of the Easement pursuant to Section 21 ("Right of Inspection"); to act as the lead enforcer of the Easement pursuant to Section 22 ("Enforcement"); to give and receive all notices and other communications to and from the Grantor as specifically required in this Easement pursuant to Section 33 ("Notices"); and to grant waivers pursuant to Section 40 ("Waiver"). The Conservancy shall be Lead Grantee unless the Grantor receives written notice of a change in such designation executed by both Grantees.

4(c) **"Residential Dwelling"** shall be defined as dwellings or structures, together with accessory improvements that comprise single-family, multi-family, apartments, "in-law" apartments, guest houses and farm labor housing, whether or not the structure(s) are used as the primary residence of a farm owner.

4(d) **"Farm Labor Housing"** shall be defined as dwellings or structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm landowner and/or operator, the worker is an essential employee of the farm landowner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the Farm Operation. For instance, a structure used as the primary residence of a farm owner is not "Farm Labor Housing".

4(e) **"Floor Area"** of a structure shall be defined as the gross floor area of all interior floors of the structure, as measured to the exterior walls, excluding attached garages, cellars, attics and basements.

4(f) **"Farm Operation"** shall be defined as "the land and on-farm buildings, equipment, manure processing and handling facilities, and practices which contribute to the production, preparation and marketing of crops, livestock and livestock products as a commercial enterprise" in accordance with Section 301 of the New York State Agriculture and Markets Law ("Agriculture and Markets Law"), or such successor law as enacted or amended.

4(g) **"Impervious Surfaces"** shall be defined as structures or improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and structures and improvements lacking permanent foundations.

4(h) **"Sound Agricultural Practices"** shall be defined as those practices necessary for on-farm production, preparation and marketing of agricultural commodities,

provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way. If necessary, to determine if a practice is "sound," Grantees or Grantor may request that the New York State Department of Agriculture and Markets initiate a sound agricultural practice review pursuant to Section 308 of the New York State Agriculture and Markets Law, or any successor law as enacted or amended.

4(i) **"Viable Agricultural Land"** shall be defined as land highly suited for agricultural production.

4(j) The following use areas are defined for the Easement:

"Farmstead Complex" is defined as area(s) depicted in Exhibit B, that centers on existing farm structures or future planned structures.

"Rural Enterprise Area" is defined as the area depicted on Exhibit B and that centers on existing structures or future planned structures.

"Farm Area" is defined as the remaining area of the farm, exclusive of the Farmstead Complexes and the Rural Enterprise Area, as depicted on Exhibit B.

5. Reserved Rights Retained by Grantor

As the owner of the Property, Grantor reserves all customary rights and privileges of ownership, including the right of exclusive use, possession and enjoyment of the Property, the rights to sell, lease, and devise the Property, as well as any other rights consistent with the Purpose set forth in Section 2 ("Purpose") and not specifically prohibited or limited by this Easement.

However, nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or Force Majeure.

5(a) **Right to Use Property for Agricultural Uses.** Grantor has the right to produce crops, livestock and livestock products and use the Property as a Farm Operation, which includes but is not limited to the right to establish, reestablish, maintain, and use cultivated fields, orchards, pastures and woodlands. Said farming practices shall be carried out in accordance with Sound Agricultural Practices as defined herein.

5(b) **Right to Use Property for Rural Enterprises.** Grantor has the right to operate otherwise lawful rural enterprises, such as, but not limited to, farm machinery repair, professional offices within the home, bed and breakfasts, crafts production and firewood distribution, subject to the limitations set forth in this Easement, including Section 8 ("Construction of Buildings and Other Improvements"). In all cases, such

rural enterprises must be compatible with the Purpose of this Easement and subordinate to the agricultural use of the Property.

5(c) Right to Use Property for Recreational Purposes. Grantor retains the right to use the Property for otherwise lawful personal recreational uses, including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling, subject to the limitations set forth in this Easement, including Section 8 ("Construction of Buildings and Other Improvements"). Commercial recreational activities shall be prohibited, other than de minimus commercial activities which do not exceed the limit set forth in Internal Revenue Code Section 2031(c)(8)(B). In all cases, such recreational uses must be compatible with the Purpose of this Easement and subordinate to the agricultural use of the Property.

6. Access

Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement.

7. Maintenance

Should the Property cease to be used for agricultural purposes for more than three (3) years, the agricultural fields containing prime, statewide important and unique soils will be mowed at least triennially or otherwise maintained in a condition which will prevent growth of woody vegetation that would interfere with future agricultural use or which might result in interference with drainage systems, or in reversion of significant portions of the Property to regulated wetland status. Similarly, during prolonged periods of disuse for agricultural purposes, artificial and natural drainage systems must be maintained in a functional state by the Grantor. If Grantor does not comply with this provision, Grantees shall have the right, but not the obligation, to mow such fields, at the Grantees' sole expense, if they so choose.

8. Construction of Buildings and Other Improvements

Permitted uses of the Property vary depending on where on the Property the use occurs. The Property is separated into three distinct and separately defined areas as further described in the Baseline Documentation Report, Section 20 ("Baseline Documentation") and which are depicted on the Conservation Easement Map attached hereto as Exhibit B: 1) the four (4) Farmstead Complexes; 2) the one (1) Rural Enterprise Area; and 3) the Farm Area, all the area located outside of the boundaries of the Farmstead Complexes and Rural Enterprise Area, which comprises the majority of the Property. Grantor may undertake construction, erection, installation, removal or placement of buildings, structures, or other improvements to the Property within these areas only as provided in this Easement and set forth below.

8(a) **Impervious Surfaces.** Subject to the limitations set forth below, Impervious Surfaces may be constructed or placed on up to a maximum of 10% of the Farm Area, and without limitation in the Farmstead Complexes and Rural Enterprise Area.

8(b) **Fences.** Existing fences may be repaired, removed and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife, safety and general management and to prevent trespassing on the Property.

8(c) **Agricultural Structures and Improvements.** Any existing or subsequent agricultural structures and improvements may be repaired, removed, enlarged and replaced at their current locations, subject to the Impervious Surface coverage limitations set forth in Section 8(a) ("Impervious Surfaces").

Farmstead Complex and Rural Enterprise Area: Without permission of Grantees, Grantor may construct new buildings, structures and other improvements with Impervious Surfaces, including asphalt and concrete roads and parking areas within any Farmstead Complex or Rural Enterprise Area to be used primarily for purposes related to a Farm Operation and for such other agricultural purposes as (i) the production, storage, marketing or sale of farm products or by-products, or processing of farm products or by-products, (ii) the storage of equipment used for agricultural production, and (iii) the keeping of livestock or other animals.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 8(a) ("Impervious Surfaces"), Grantor may construct buildings, structures and impervious improvements for such purposes related to the Farm Operation on up to 5% of the Farm Area without permission of Grantees. With permission of Grantees, Grantor may construct buildings, structures and improvements related to the Farm Operation that would cover up to an additional 5% of the Farm Area.

8(d) **Residential Dwellings.** Existing Residential Dwellings, as defined in Section 4(c), if any, may be repaired, removed, enlarged and replaced at their current locations, which are shown on Exhibit B. Farm Labor Housing shall not exceed 2,000 square feet in floor area per structure.

Farmstead Complex: Without permission of Grantees, Grantor may construct, maintain, repair, remove or replace Residential Dwellings, together with accessory structures and improvements within any Farmstead Complex, subject to any applicable local, state or federal laws and regulations. No more than four (4) single-family Residential Dwellings shall be permitted on the Property and shall only be permitted within the Farmstead Complexes. No single-family Residential

Dwelling located in Farmstead Complex A shall exceed a Floor Area of 3,000 square feet. No single-family Residential Dwelling located in Farmstead Complex B shall exceed a Floor Area of 4,000 square feet. No single-family Residential Dwelling located in Farmstead Complex C or in Farmstead Complex D shall exceed a Floor Area of 5,000 square feet.

Rural Enterprise Area: No Residential Dwellings, except those used exclusively for Farm Labor Housing, are allowed within the Rural Enterprise Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 8(a) ("Impervious Surfaces"), Grantor may construct new Residential Dwellings exclusively for Farm Labor Housing, as defined in Section 4(d) ("Farm Labor Housing"), on up to 1% of the Farm Area without permission of the Grantees. With permission of Grantees, Grantor may construct additional Farm Labor Housing in the Farm Area as proven necessary to conduct current farm operations. The land on which these Farm Labor Housing structures and improvements stand shall not be subdivided, except as permitted in Section 12 ("Subdivision").

8(e) **Rural Enterprises.** Rural enterprises may be established and carried out within any Farmstead Complex or Rural Enterprise Area, including but not limited to, professional offices within the home; bed and breakfasts; crafts production; on-site processing, bottling and retail or wholesale of on-premises spring water pursuant to Section 11 ("Water Rights"); firewood processing, sales, and distribution stemming from the maintenance of on-premises hedgerows and/or the cutting up for firewood of off-site produced timber, which shall not be considered commercially harvested timber pursuant to Section 13 ("Forest Management"); and kennels and/or dog exercise facilities are permissible as long as they do not overlay prime agricultural soils. In all cases, such uses and any necessary structures or improvements, shall be compatible with the Purpose of this Easement and subordinate to the agricultural use of the Property. Enterprises which market non-agricultural petroleum or chemical products are prohibited. The land on which these structures stand shall not be subdivided from the Property except as permitted in Section 12 ("Subdivision").

8(f) **Recreational Improvements.** Recreational improvements may be constructed, placed, repaired, relocated, removed and enlarged on the Property so long as such improvements are compatible with the Purpose of this Easement, and subordinate to the agricultural use of the Property. Under no circumstances shall athletic fields, golf courses and/or ranges, or any other similar recreational improvements, be allowed on the Property.

Farmstead Complex and Rural Enterprise Area: Without permission of Grantees,

Grantor may construct permanent, recreational improvements within any Farmstead Complex or Rural Enterprise Area,.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 8(a) ("Impervious Surfaces"), Grantor may construct or place permanent, recreational improvements in the Farm Area up to an aggregate footprint of 1,000 square feet in size without permission of Grantees. With permission of Grantees, permanent recreational improvements that exceed an aggregate footprint of 1,000 square feet may be constructed in the Farm Area. All recreational improvements shall be located in a manner that minimizes the impact to prime or statewide important soils.

8(g) **Utility Services and Septic Systems.** Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced, and Grantor may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved. All such services and systems shall be compatible with the Purpose of this Easement, subordinate to the agricultural use of the Property and located in a manner that minimizes the impact to prime or statewide important soils.

8(h) **Alternative Energy and Communications Structures and Improvements.** Structures and improvements necessary to undertake alternative energy and communications activities such as wind, solar, methane and other similar energy generation activities as well as cell towers or 911 communications towers are permitted as further described below provided they are compatible with the Purpose of this Easement, subordinate to the agricultural use of the Property and located in a manner that minimizes the impact to prime or statewide important soils.

Farmstead Complex and Rural Enterprise Area: Within any Farmstead Complex or Rural Enterprise Area, Grantor may construct such structures and improvements without permission of Grantees.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 8(a) ("Impervious Surfaces"), such structures and improvements, including roads and drainage ditches, may be built in the Farm Area only with the permission of Grantees, which may be conditioned upon the posting of a bond. These structures and improvements are permitted only if the activity is limited and localized in impact affecting no more than two percent (2%) of the Farm Area at one time.

Prior to determining the location of a site for these structures and improvements in the Farm Area, the Grantor shall notify the Grantees, the New York State Department of Agriculture and Markets, and the local Soil and Water Conservation District to give them an opportunity to participate in an onsite meeting to review proposed locations. Grantor shall agree to comply with the New York State Department of Agriculture and Markets guidelines for agricultural mitigation for construction of such structures.

9. Notice of Exercise of Certain Reserved Rights Outside of the Farmstead Complexes and Rural Enterprise Area

In addition to other requirements for permission, the Grantor shall give the Lead Grantee written notice before exercising the following reserved rights outside of the Farmstead Complexes or Rural Enterprise Area: (a) construction of new agricultural structures and improvements as permitted in Section 8(c) ("Agricultural Structures and Improvements"); (b) construction of Residential Dwellings as permitted in Section 8(d) ("Residential Dwellings"); (c) construction of new recreational improvements as permitted in Section 8(f) ("Recreational Improvements"); (d) installation of new utility services as permitted in Section 8(g) ("Utility Services and Septic Systems"); (e) installation of alternative energy and communications improvements as permitted in Section 8(h) ("Alternative Energy and Communications Structures and Improvements"); and (f) road construction as permitted in Section 15 ("Road Construction").

10. Maintenance and Improvement of Water Sources

Grantor maintains the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion or abate flood damage, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with Sound Agricultural Practices and the Purpose of this Easement, and that such alterations are carried out in accordance with applicable local, State and Federal laws and regulations.

11. Water Rights

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property in accordance with applicable local, state and federal laws and regulations. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

12. Subdivision

The Property is currently comprised of two (2) separate tax parcels (the entirety of tax parcel 7269-00-394760 and a portion of tax parcel 7260-00-514603). The Property may be subdivided or partitioned with the permission of the Lead Grantee, which permission shall be granted only if all parcels of land thereby created will remain viable for agricultural production either individually, or as part of an established farming operation and in compliance with all the terms provided in this Section and Section 17 ("Permission of the Lead Grantee"). The Property shall consist of no more than four (4) separate tax parcels.

Any other subdivision, recording of a subdivision plan, partition, or any other attempt to internally or externally divide the Property is prohibited. Lot line adjustments, which do not create additional building lots, are permitted only with the prior written permission of the Lead Grantee, which permission shall not be unreasonably withheld. No such subdivision or lot line adjustment shall affect the use of the Property permitted by this Easement. Any such subdivision shall not include the right to construct or place any new habitable or commercial structures, or relocate any existing habitable or commercial structures, except as otherwise permitted by this Easement. Any partition or subdivision also must comply with all applicable land use and subdivision regulations, and any subdivided parcels would be subject to the terms of this Easement. Mortgages or other non-possessory interests in land do not constitute subdivisions for the purpose herein, provided such interests encompass the whole parcel.

In any deed of conveyance of a portion of the Property, the Landowner thereof shall, if appropriate, allocate to the portion being conveyed the right to build a specified number of Residential Dwellings (except those for Farm Labor Housing) whose total number is limited by this Easement. If such deed fails to so allocate, then no right to build Residential Dwellings (except those for Farm Labor Housing) shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number of Residential Dwellings (except those for Farm Labor Housing) than the number allowed on the portion of the Property owned by such Landowner immediately prior to such conveyance.

The right to construct new Impervious Surfaces set forth in Section 8(a) ("Impervious Surfaces") shall be allocated at the time of a proposed subdivision. Such allocation of rights to construct new Impervious Surfaces set forth in Paragraph 8(a) ("Impervious Surfaces") shall not result in greater than 10% of the Farm Area being covered by Impervious Surfaces.

13. Forest Management

Without permission from the Lead Grantee, Grantor may clear forested areas for conversion to farmland, may harvest wood for on-farm use including heating or construction of buildings and improvements, may manage forested areas for wildlife habitat and recreation, and may remove trees that are fallen, dead, diseased, invasive, or considered a safety hazard, so long as such activities are consistent with generally accepted forest best management practices. Without permission from the Lead Grantee, Grantor may commercially harvest timber and other wood products, conduct timber stand improvements, and construct, maintain, remove, and repair unpaved access roads and "staging areas" (those areas where logs are temporarily stored for transport) necessary for such activities. All such activities shall be in accordance with generally-

accepted forest best management practices. Such commercial timber harvests and timber stand improvements shall be carried out only in accordance with a forest management plan and harvest plan prepared by a forester who is certified by the Society of American Foresters or such successor organization as is later created, or a Cooperating Consulting Forester with the New York State Department of Environmental Conservation, or a qualified forester approved by the Lead Grantee.

In order to facilitate the monitoring and stewardship of this Easement and ensure continuing communication between parties, Grantor shall give the Lead Grantee, its successors or assigns, written notice thereof not less than forty-five (45) days prior to the anticipated commencement of any commercial timber harvest or timber stand improvement. Such written notice shall include submission of the current forest management plan and harvest plan.

14. Mining and On-Site Extractive Activity

Exploration, development, storage or extraction of minerals and hydrocarbons on or from the Property by any mining method are permitted only under the conditions set forth herein.

Grantor may remove sand and gravel on the Property to the extent permitted under Internal Revenue Code Section 170(h)(5) and applicable Treasury Regulations and provided said removal: (a) is limited and localized in impact, affecting less than the New York State Department of Environmental Conservation Mined Land Reclamation permit levels or no more than one acre of the Property at one time, whichever is less; (b) is consistent with the Purpose of this Easement and not irremediably destructive of significant conservation interests, as expressed in Treasury Regulations Section 1.170A-14(g)(4)(i); (c) is reasonably necessary for, and incidental to, carrying out the improvements and agricultural production uses permitted on the Property by this Easement and which are for the Farm Operation, for the benefit of the Farm Operation, or for bartering to benefit the Farm Operation; (d) is not expressly for commercial purposes except as may be consistent with those described in (c) above; (e) minimizes the impact to the prime and statewide important soils; (f) is limited to the Gravel Removal Area shown on Exhibit B or in any other such area on the Property as may be approved by the Lead Grantee provided such approval is in accordance with this Section; and (g) is restored in compliance with all applicable state and local laws and regulations, including those of the New York State Department of Agriculture and Markets and the Dutchess County Soil and Water Conservation District.

Subsurface exploration, development, storage or extraction of minerals and hydrocarbons on or from the Property by any mining method is prohibited except to the extent permitted under Internal Revenue Code Section 170(h)(5) and applicable Treasury Regulations and as provided herein. Grantor may undertake such subsurface mineral and hydrocarbon exploration, development and extraction activities only with the permission of the Grantees, which may be conditioned upon the posting of a bond. Such activities must: (a) be limited and localized in impact; (b) be consistent with the Purpose of this Easement and not irremediably destructive of significant conservation interests, as expressed in Treasury Regulations Section 1.170A-14(g)(4)(i); (c) be subordinate to the agricultural use of the Property; and (d) minimize the impact to prime and statewide important soils. Grantor shall use all practical means to mitigate any adverse effect on the agricultural viability of

the Property in carrying out any permitted exploration, development or extractive activities.

Prior to determining the location of a site for such subsurface exploration, development, storage or extraction activities, the Grantor shall notify the Grantees, the New York State Department of Agriculture and Markets, and the local Soil and Water Conservation District to give them an opportunity to participate in an onsite meeting to review proposed locations. Grantor shall agree to comply with the New York State Department of Agriculture and Markets guidelines for agricultural mitigation for construction of such structures and related extractive activities.

15. Road Construction

Pursuant to the Impervious Surface coverage limitations set forth in Section 8(a) ("Impervious Surfaces"), Grantor may construct roads for residential driveways, barnyards, farm markets, farm roads, or other improvements necessary to provide access to, and parking for, permitted buildings or improvements, or to conduct other activities permitted by this Easement, provided to the greatest extent practicable, impact to the prime and statewide important soils is minimized.

16. Dumping and Trash

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agriculturally-related waste or biodegradable material as described below. Without permission of Grantees, Grantor may 1) store, compost, apply or inject agriculturally-related waste or biodegradable material; 2) store old farm equipment to be used for parts; 3) temporarily store trash or household waste in receptacles for periodic off-site disposal and 4) compost or re-use biodegradable materials generated off the Property for use on the Property or commercial use or sale. All such activities shall be conducted in accordance with Sound Agricultural Practices and in a manner consistent with all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with buildings permitted on the Property is permitted by this Easement.

17. Permission of the Lead Grantee

Where Grantor is required to obtain the Grantees' permission for a proposed action hereunder, said permission shall be requested in writing to the Lead Grantee. The Lead Grantee shall grant permission unless it determines that such action is 1) incompatible with the Purpose of this Easement or 2) not subordinate to the agricultural use of the Property. Such permission shall not be unreasonably withheld. The Lead Grantee shall respond in writing with a decision within forty-five (45) days of receipt of the Grantor's written request, which shall include building plans identifying the use, Floor Area, and total square footage of any proposed structures, and related survey information, if available. If Lead Grantee fails to act within forty-five (45) days of receipt of plans and materials it deems sufficient for its review, consent shall be deemed granted unless

the Grantor consents to a longer period of time for review and discussion with the Lead Grantee. The Grantees shall not be liable for damages for any failure to grant permission to Grantor.

18. Ongoing Responsibilities of Grantor and Grantees

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantees, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

18(a) **Taxes**. Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantor becomes delinquent in payment of taxes, the Grantees, at their option, shall have the right to take such actions as may be necessary to protect their interests in the Property and to assure the continued enforceability of this instrument and to recover all of its costs including reasonable attorney's fees. If, as a result of such actions, the Grantees ever pay any taxes or assessments on Grantor's interest in the Property, Grantor will promptly reimburse the Grantees for the same.

18(b) **Upkeep and Maintenance**. Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. The Grantees shall have no obligation for the upkeep or maintenance of the Property.

18(c) **Liability and Indemnification.** Grantor agrees to indemnify and hold the Grantees and the New York State Department of Agriculture and Markets harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of the Grantees or their agents, in which case liability shall be apportioned accordingly.

19. Extinguishment of Development Rights

Except as otherwise reserved to the Grantor in this Easement, all non-agricultural development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

20. Baseline Documentation

By its execution of this Easement, the Grantees acknowledge that the present uses of, and related structures and improvements on the Property are permitted by this Easement. In order to evidence the present condition of the Property so as to facilitate future monitoring and

enforcement of this Easement, a Baseline Documentation Report, including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by all parties, and a copy thereof has been delivered to Grantor and a copy will be kept on file with the Grantees. The Baseline Documentation Report may be used by the Grantees to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by the Grantees of other evidence to establish the condition of the Property as of the date of this Easement.

21. Right of Inspection

The Lead Grantee shall have lead inspection and monitoring responsibilities to ensure compliance with the terms of this Easement. The Lead Grantee shall have the right to enter upon the Property upon forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time agreeable to the Lead Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement, which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice of date and time is required. Representatives of the New York State Department of Agriculture and Markets shall have the same right of inspection. An annual report, measured from delivery of this Easement, of the results of such monitoring or inspection, including advice of compliance or any apparent violations of this Easement, shall be provided by the Lead Grantee to both (1) the Grantor, or successors of its right, title or interest in the Property and (2) any other Grantee, at the addresses provided in Section 33 ("Notices").

In the event that a Grantee believes that the Lead Grantee has failed to carry out its monitoring responsibility, that Grantee shall provide notice to the Lead Grantee of said failure, with a copy to the Grantor and to the New York State Department of Agriculture and Markets. The Lead Grantee shall have 45 days to respond to said notice either by carrying out the monitoring needs identified by the other Grantee or by explaining the Lead Grantee's monitoring and/or interpretation of the Easement. If the other Grantee still believes that monitoring needs are still unmet, the other Grantee may monitor or inspect the Property. In such instance, that Grantee shall notify the Lead Grantee and the Grantor of its intent to monitor at least 10 days prior to exercising such rights. Neither the 45-day nor 10-day notification requirements shall apply when their application may result in significant harm to the Purposes of this Easement.

22. Enforcement

The Lead Grantee shall have lead enforcement responsibilities for ensuring compliance with the terms of this Easement. If the Lead Grantee determines that a violation of this Easement has occurred, the Lead Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where the Lead Grantee in it's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purpose of this

Easement, the Lead Grantee may bring an action to enjoin the violation, *ex parte* if necessary, through temporary or permanent injunction.

In addition to injunctive relief, the Lead Grantee shall be entitled to seek the following remedies in the event of a violation:

(a) money damages, including damages for the loss of the resources protected under the Purpose of this Easement; and

(b) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse the Lead Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of the Lead Grantee to discover a violation or to take immediate legal action shall not bar the Lead Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

In the event that a Grantee believes that the Lead Grantee has failed to enforce any of the terms of this Easement, that Grantee shall provide notice to the Lead Grantee of said failure, with a copy to the Grantor and to the New York State Department of Agriculture and Markets. The Lead Grantee shall have 45 days to respond to said notice either by carrying out the enforcement needs identified by the other Grantee or by explaining the Lead Grantee's enforcement activities and/or interpretation of the Easement. If the other Grantee still believes that a violation has occurred without enforcement, that other Grantee may enforce the terms of the Easement against the Grantor. In such instance, that other Grantee shall notify the Lead Grantee and the Grantor of its intent to exercise its enforcement rights at least 10 days prior to exercising such rights. Neither the 45-day nor 10-day notification requirements shall apply when their application may result in significant harm to the conservation purposes of this Easement. In any case where a court finds that a violation has occurred, Grantor shall reimburse the Grantees for all their expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of the Grantees to discover a violation or to take immediate legal action shall not bar the Grantees from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

23. Dispute Resolution

If a dispute arises between the Grantor and the Grantee(s) concerning the consistency of any proposed use or activity with the purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either the Grantor or the Grantee(s) may request a meeting between the parties, or refer the dispute to mediation by written request. Within ten (10) days of such request, the Grantees shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. Reasonable costs associated with the mediation process shall be determined by the impartial mediator. Nothing in this clause shall diminish the Grantees' rights under Section 22

("Enforcement").

24. Transfer of Easement

Both Grantees, acting together, or any sole remaining Grantee, which has acquired the rights of another Grantee, shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or "not-for-profit conservation organization" as defined by Article 49 of the ECL or "qualified organization" under Section 170(h) of the Code, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ever ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor and the New York State Department of Agriculture and Markets must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets must approve the choice of any new non-governmental organization or public agency designated as "Grantee" and shall not unreasonably withhold or delay such approval.

25. Rights Vest In County

In the event that the Conservancy were to: cease to exist; cease to be a qualified organization under Section 170(h) of the Internal Revenue Code; cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the ECL; or fail to provide to the County an annual monitoring report (pursuant to Section 21, "Right of Inspection") within four (4) months after receipt of notice (pursuant to Section 33, "Notices") from the County of the failure to provide an annual monitoring report; then the Conservancy's rights and obligations under this Easement shall immediately vest in the County. If the Conservancy were to remain in existence at the date at which its rights in this Easement were to become vested in the County as provided herein, the Conservancy shall execute and record in the Dutchess County Clerk's Office an assignment of this Easement in accordance with Article 49, Title 3, of the ECL. If the Conservancy were not to be in existence at the date at which its rights were thus to become vested in the County, or if the Conservancy were to fail to execute such a requisite assignment, then the County may compel such an assignment by appropriate action in a court of competent jurisdiction.

26. Transfer of Property

Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This {conveyance, lease, mortgage, easement, etc.} is subject to a Conservation Easement Deed which runs with the land and which was granted to _____ by instrument dated _____, and recorded in

the office of the Clerk of Dutchess County at Document No. _____ of Deeds." Grantor shall notify the Lead Grantee and the New York State Department of Agriculture and Markets in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. The failure to notify the Lead Grantee or the New York State Department of Agriculture and Markets, or to include said language in any deed or instrument, shall not, however, affect the validity or applicability of this Easement to the Property or limit its enforceability in any way.

27. Amendment of Easement

This Easement may be amended only with the written consent of the Grantees and current Grantor, and with the approval of the New York State Department of Agriculture and Markets. Any such amendment shall be consistent with the Purpose of this Easement and shall comply with the ECL and any regulations promulgated thereunder and shall not unreasonably restrict or regulate farm operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law or such successor law as enacted or amended. Any such amendment to this Easement shall be duly recorded.

28. Extinguishment of Easement

At the mutual request of Grantor, the Grantees, and the New York State Department of Agriculture and Markets, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Purpose of this Easement described in Section 2 ("Purpose"), extinguish or modify this Easement in accordance with applicable law. In that case, the mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain makes impossible the continued use of all or any portion of the Property for the Purpose of this Easement as described in Section 2 ("Purpose") herein, the restrictions may be extinguished as to any such portion by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion (pursuant to this Section) by the Grantor, the Grantees shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 29 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantees shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies times the percentage determined under Section 29.

29. Proceeds

The grant of this Easement gives rise to a property right, immediately vested in the Grantees, which, for purposes of calculating value in the event of any such extinguishment or partial

extinguishment or proceeds from a sale or other disposition of the Property as contemplated under Section 31 ("Extinguishment of Easement"), shall have a value equal to a percentage of the value of the Property unencumbered by this Easement (the "Proportionate Share"). The Proportionate Share is determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share is 47%. The Proportionate Share shall remain constant (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements, which may hereafter be made on the Property).

With regard to the portion of such Proportionate Share equal to the percentage of the purchase price of this Easement that was paid using State Farmland Protection Program Grant funds, the Grantees agree to use such portion in a manner consistent with the Primary Purpose of this Easement. Prior to such re-use, the Grantees must notify the Department of Agriculture and Markets. The County, which has contributed to the purchase price for this Easement, shall share proportionate to its contribution to the purchase price of the Easement, in whatever proceeds become available upon the extinguishment of the Easement and subsequent sale, exchange or involuntary conversion of the Property. The County shall be entitled to 97% of the Proportionate Share referenced above. The County's share includes the State's contribution toward the project costs of acquiring this Easement. The Conservancy shall be entitled to receive the percentage of the proceeds attributable to the donated value of the Easement, which is 3% of the Proportionate Share referenced above.

30. Interpretation

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to affect the Purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

31. Successors

Every provision of this Easement that applies to Grantor, the County, or the Conservancy shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

32. Severability

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

33. Notices

Any notice required or desired to be given by any party under any provision of this Easement shall be in writing and shall be sent by (i) personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: (a) if to the Conservancy, at the address set forth above or its last known address if such address has changed; (b) if to Grantor, at the address set forth above; (c) if to any subsequent owner, at the address of the Property; (d) if to the New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235; or (e) if to the County, any notices necessary or convenient hereunder shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors at their official addresses, which at present are:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601

Dutchess County Commissioner of Planning and Development
27 High Street
Poughkeepsie, New York 12601

The Grantor shall send or deliver all notices and communications required by this Easement, to the Lead Grantee. The Lead Grantee, upon such notification from the Grantor, shall forward (within three business days of receipt) such notice to the other Grantee in writing at the above addresses.

34. Title

The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Easement; that the Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantees shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

35. Subsequent Liens on Property

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

36. Subsequent Encumbrances

The grant of any easements or use restrictions is prohibited, except with the permission of the Lead Grantee. Any future encumbrances shall be consistent with the primary Purpose of this Easement and shall not unreasonably restrict or regulate farm operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

37. Grantor's Environmental Warranty

Nothing in this Easement shall be construed as giving rise to any right or ability in the Grantees or the New York State Department of Agriculture and Markets to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify the Grantees and the New York State Department of Agriculture and Markets, against, and hold the Grantees and the New York State Department of Agriculture and Markets, harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

38. Duration of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to the Grantees, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by the Grantees.

39. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 27 ("Amendment of Easement").

40. Waiver

No waiver by the Grantees of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by the Lead Grantee.

41. Binding Effect

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or owner with respect to such Property for purposes of this Easement and shall, with respect to the Property transferred, have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of its, his or her ownership or conduct.

42. Captions

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Grantor and the Grantees, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

GRANTORS

By: _____
Kevin P. Smith

By: _____
Gregory A. Smith

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

DUTCHESS COUNTY

By: _____
William R. Steinhaus
County Executive

State of New York)
County of Dutchess), ss:

On the _____day of _____ in the year 201_ before me, the undersigned, personally appeared **Kevin P. Smith**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)
County of Dutchess), ss:

On the _____day of _____ in the year 201_ before me, the undersigned, personally appeared **Gregory A. Smith**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)
County of Dutchess), ss:

On the _____day of _____ in the year 201_ before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)
County of Dutchess), ss:

On the _____day of _____ in the year 201_ before me, the undersigned, personally appeared **William R. Steinhaus**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

EXHIBIT A

Description of the Property

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of North East, Dutchess County, New York, more particularly described as follows:

Gregory A. & Kevin P. Smith
Portion of Tax Map Parcel 514603
North of Reagan Road

Beginning at a point of intersection with the westerly line of Taylor Road and the northerly line of Reagan Road marking the northeasterly corner of the herein described parcel, thence southwesterly and westerly along the northwesterly and northerly line of Reagan Road, the following eleven courses and distances: on a curve to the right of radius 50.00 feet an arc length of 64.53 feet having a chord of S 06° 36' 29" W 60.15 feet; S 43° 35' W 188.46 feet; S 41° 22' W 374.27 feet; S 36° 26' W 65.71 feet; S 32° 31' W 179.60 feet; S 38° 15' W 85.66 feet; on a curve to the right of radius 125.00 feet an arc length of 141.04 feet having a chord of S 70° 34° 30" W 133.68 feet; on a curve to the left of radius 325.00 feet an arc length of 188.04 feet having a chord of S 86° 19' 30" W 185.43 feet; S 69° 45' W 74.17 feet; S 64° 23' W 286.85 feet; S 63° 35' W 497.60 feet to a point marking the southwesterly corner of the herein described parcel, thence northerly along a line of no physical bounds through the lands of Smith N 17° 30' W 560.65 to a point marking the northwesterly corner of the herein described parcel, the said point also being in the southern boundary of the lands of Duncandale Farm Inc. as described in Liber 1625 of Deeds at Page 245 and continuing from thence easterly along the remains of a wire fence N 78° 44' E 254.28 feet; and S 88° 16' E 153.00 feet to a re-rod pin, thence northerly along a line of no physical bounds and partly along lands of Duncandale Farm Inc., and continuing along other lands of Gregory A. and Kevin P. Smith on the west, N 13° 53' E 1,001.92 feet to a point marking the most northerly corner of the herein described parcel, thence easterly along a line of no physical bounds and continuing along other lands of Smith on

the north, S 72° 22' E 1,242.03 feet to the point or place of beginning.

Containing 30.51 acres

Together with all right, title, or interest the grantor may have in and to Reagan Road as it abuts the herein above described parcel.

Gregory A. & Kevin P. Smith
Tax Map Parcel 514603
South of Reagan Road

Beginning at a re-rod pin found in the westerly line of Taylor Road, the said point marking the most northerly corner of lands of Lionel Goldfrank III lying on the southerly side of Taylor Road and described in Liber 1954 of Deeds at page 353, and continuing from thence westerly, southerly, and westerly partly along a line of no physical bounds, and partly along the remains of a wire fence, and lands of Goldfrank on the east and south, the following five courses and distances: S 65° 04' 45" W 97.96 feet; S 10° 45' E 702.97 feet; S 84° 16' 20" W 791.43 feet; S 87° 08' 20" W 472.81 feet; and S 88° 14' 50" W 628.26 feet to a point in the centerline of Webatuck Creek, thence southerly along the centerline of Webatuck Creek as it winds and turns, and continuing along lands of Goldfrank on the east, 1424 feet more or less to a point having a tie course of S 20° 23' 42" E 1,408.58 feet, the said point marking the most southerly corner of the herein described parcel, thence leaving the centerline of Webatuck Creek, and running westerly and northerly partly along a line of no physical bounds, and partly along the remains of a wire fence, and lands of Robert C. and Encarnita V. Quinlan as described in Document #02-2002-10412 on the south and west, the following nine courses and distances: N 85° 17' 24" W 81.41 feet;

N 78° 51' 58" W 221.68 feet; N 80° 52' 53" W 304.94 feet; N 78° 15' 44" W 181.03 feet;
N 80° 46' 27" W 278.99 feet; N 79° 35' 14" W 208.92 feet; N 80° 19' 56" W 258.83 feet to an iron pipe found marking the southwest corner of the herein described parcel; N 06° 49' 31" W 1,052.36 feet; and N 14° 25' 09" E 753.23 feet to an iron pipe in the southerly line of Reagan Road marking the northwesterly corner of the herein described parcel, thence northeasterly along

the southwesterly line of Reagan Road, the following twelve courses and distances: N 62° 22' E 136.09 feet; N 63° 35' E 496.72 feet; N 64° 23' E 284.15 feet; N 69° 45' E 71.83 feet; on a curve to the right of radius 275.00 feet an arc length of 159.11 feet having a chord of N 86° 19' 30" E 156.90 feet; on a curve to the left or radius of 175.00 feet an arc length of 197.46 feet having a chord of N 70° 34' 30" E 187.15 feet; N 38° 15' E 88.17 feet; N 32° 31' E 180.40 feet; N 36° 26' E 61.85 feet; N 41° 22' E 371.15 feet; N 43° 35' E
144.38 feet; and on a curve to the right of 50.00 feet an arc length of 92.76 feet having a chord of S 83° 16' E 80.02 feet to a point of intersection with the westerly line of Taylor Road, thence southerly along the westerly line of Taylor Road, the following ten courses and distances: S 30° 07' E 168.00 feet; S 30° 07' E 236.69 feet; S 33° 39' E 100.10 feet; S 42° 01' E 111.87 feet; S 56° 38' E 93.50 feet; S 64° 10' E 194.40 feet; S 60° 03' 20" E 142.96 feet; S 48° 33' E 45.50 feet; S 43° 49' E 89.79 feet; and S 40° 35' E 251.63 feet to the point or place of beginning.

Containing 113.72 acres

Together with all right, title, or interest the grantor may have in and to Reagan Road and Taylor Road as they abut the above described parcel.

Gregory A. & Kevin P. Smith
Tax Map Parcel 394760

Beginning at the northeast corner of the herein described parcel at an iron pipe found in the westerly line of Taylor Road, the said point also marking the southeasterly corner of lands of Donald H. and Sharon Duncan as described in Document #02-1999-5773 and being Lot #5 as shown on Filed Map #10294, and continuing from thence southerly along the westerly line of Taylor Road, S 32° 22' 40" E 59.33 feet and S 30° 22' E 1,284.12 feet to the southeasterly corner of the herein described parcel, and the northeasterly corner of other lands of Smith, thence westerly and southerly along a line of no physical bounds, and along other lands of Smith on the south and east, N 72° 22' W 1,242.03 feet, and S 13° 53' W 469.16 feet to a point, thence westerly and northerly partly along a line of no physical bounds, and partly along the remains of a wire fence, and lands of Duncandale Farm Inc. as described in Liber 1625 of Deeds at page 245

on the south and west, N 73° 32' W 726.49 feet, and N 17° 02' 30" E 1,385.59 feet to a re-rod pin found marking the northwest corner of the herein described parcel, thence easterly along the remains of a wire fence and along lands of Donald H. and Sharon Duncan on the north, S 72° 03' 10" E 952.27 feet to the point or place of beginning.

Containing 37.70 acres

Together with all right, title, or interest the grantor may have in and to Taylor Road as it abuts the herein above described parcel

Gregory A. & Kevin P. Smith
Rural Enterprise Area

Beginning at the northwest corner of the herein described Rural Enterprise Area at a point in the southwesterly line of Reagan Road as shown on Filed Map #_____ entitled "Survey Map Showing Lands of Gregory A. and Kevin P. Smith, filed in the Dutchess County Clerk's Office on _____, and continuing from thence northwesterly along the southwesterly line of Reagan Road, the following three courses and distances: N 41° 22' E 269.16 feet; N 43° 35' E 144.38 feet; and on a curve to the right of radius 50.00 feet an arc length of 92.76 feet having a chord of
S 83° 16' E 80.02 feet to a point of intersection with the westerly line of Taylor Road, thence southerly along the westerly line of Taylor Road, S 30° 07' E 168.00 feet to a point marking the southeasterly corner of the herein described Rural Enterprise Area, thence southwesterly and northerly through the lands of Smith, S 43° 56' W 436.43 feet to the southwesterly corner of the herein described Rural Enterprise Area, and N 40° 26' W 213.37 feet to the point or place of beginning.

Containing 2.30 acres

Gregory A. & Kevin P. Smith
Gravel Removal Area

Beginning at southeast corner of the herein described Gravel Removal Area as shown on Filed Map #_____ entitled "Survey Map Showing Lands of Gregory A. & Kevin P. Smith" filed in the Dutchess County Clerk's Office on _____, and continuing from thence westerly, northerly, easterly and southerly through the lands of Smith, N 72° 22' W 210.00 feet; N 17° 38' E 332.00 feet; S 72° 22 E 210.00 feet; and S 17° 38' W 332.00 feet to the point or place of beginning.

Containing 1.60 acres

Gregory A. & Kevin P. Smith
Farmstead Complex "A"

Beginning at the southwesterly corner of the herein described Farmstead Complex "A" as shown on Filed Map #_____ entitled "Survey Map Showing Lands of Gregory A. and Kevin P. Smith" filed in the Dutchess County Clerk's Office on _____ the said southwesterly corner being in the northerly line of Reagan Road, and continuing from thence northerly, northeasterly, and southerly through the lands of Smith, N 27° 00' W 200.00 feet to the northwest corner of the herein described Farmstead Complex "A", N 64° 09' E 256.99 feet to the northeast corner of the herein described Farmstead Complex "A", and S 27° 00' E 200.00 feet to a point in the northwesterly line of Reagan Road marking the southeasterly corner of the herein described Farmstead Complex "A", thence southwesterly along the northwesterly line of Reagan Road, S 64° 23' W 182.00 feet; and

S 63° 35' W 75.00 feet to the point or place of beginning.

Containing 1.18 acres

Gregory A. & Kevin P. Smith
Farmstead Complex "B"

Beginning at a point marking the intersection of the westerly line of Taylor Road with the northerly line of Reagan Road, the said point also marking the southeast corner of a 37.70 acre parcel of other lands of Smith, and continuing from thence southwesterly along the northerly line of Reagan Road, the following five courses and distances: on a curve to the right of radius 50.00

feet an arc distance of 64.53 feet having a chord of S 06° 36' 29" W 60.15 feet; S 43° 35' W 188.46 feet; S 41° 22' W 374.27 feet; S 36° 26' W 65.71 feet; and S 32° 31' W 179.60 feet to a point marking the most southerly corner of the herein described Farmstead Complex "B", thence northerly and northeasterly through the lands of Smith, the following three courses and distances: N 19° 50' W 385.00 feet; N 04° 04' 35" E 343.66 feet; and N 43° 27' E 550.00 feet to a point in Taylor Road marking the most northerly corner of the herein described Farmstead Complex "B", thence southerly along the westerly line of Taylor Road, S 30° 22' E 490.00 feet to the point or place of beginning.

Containing 8.66 acres

Gregory A. & Kevin P. Smith
Farmstead Complex "C"

Beginning at the northwest corner of the herein described Farmstead Complex "C" as shown on Filed Map #_____ entitled "Survey Map Showing Lands of Gregory A. & Kevin P. Smith" filed in the Dutchess County Clerk's Office on _____ the said point being in the easterly line of lands of Robert C. and Encarnita V. Quinlan as described in Document #02-2002-10412, and continuing from thence easterly, southerly, and westerly through the lands of Smith S 75° 35' E 300.00 feet to the northeast corner of the herein described Farmstead Complex "C"; S 13° 44' 45" W 566.76 feet to the southeast corner of the herein described Farmstead Complex "C" ; and N 75° 35' W 258.67 feet to a point in the easterly line of lands of Quinlan marking the southwesterly corner of the herein described Farmstead Complex "C", thence northerly along the remains of a wire fence, and lands of Quinlan on the east, N 06° 49' 31" W 132.44 feet and N 14° 25' 09" E
443.28 feet to the point or place of beginning.

Containing 3.88 acres

Gregory A. & Kevin P. Smith
Farmstead Complex "D"

Beginning at the southwest corner of the herein described Farmstead Complex "D" as shown on Filed Map #_____ entitled "Survey Map Showing Lands of Gregory A. & Kevin P. Smith" filed in the Dutchess County Clerk's Office on _____
the said point being in the northerly line of lands of Lionel Goldfrank III as described in Liber 1954 of Deeds at Page 353, and continuing from thence northerly, easterly, and southerly through the lands of Smith, N 01° 45' 10" W 426.31 feet to the northwest corner of the herein described Farmstead Complex "D" ; N 88° 14' 50" E 235.00 feet to the northeast corner of the herein described Farmstead Complex "D"; and S 01° 45' 10" E 426.31 feet to the southeast corner of the herein described Farmstead Complex "D" being in the northerly line of lands of Goldfrank, thence westerly along the remains of a wire fence and lands of Goldfrank on the south, S 88° 14' 50" W 235.00 feet to the point or place of beginning.

Containing 2.30 acres

EXHIBIT B

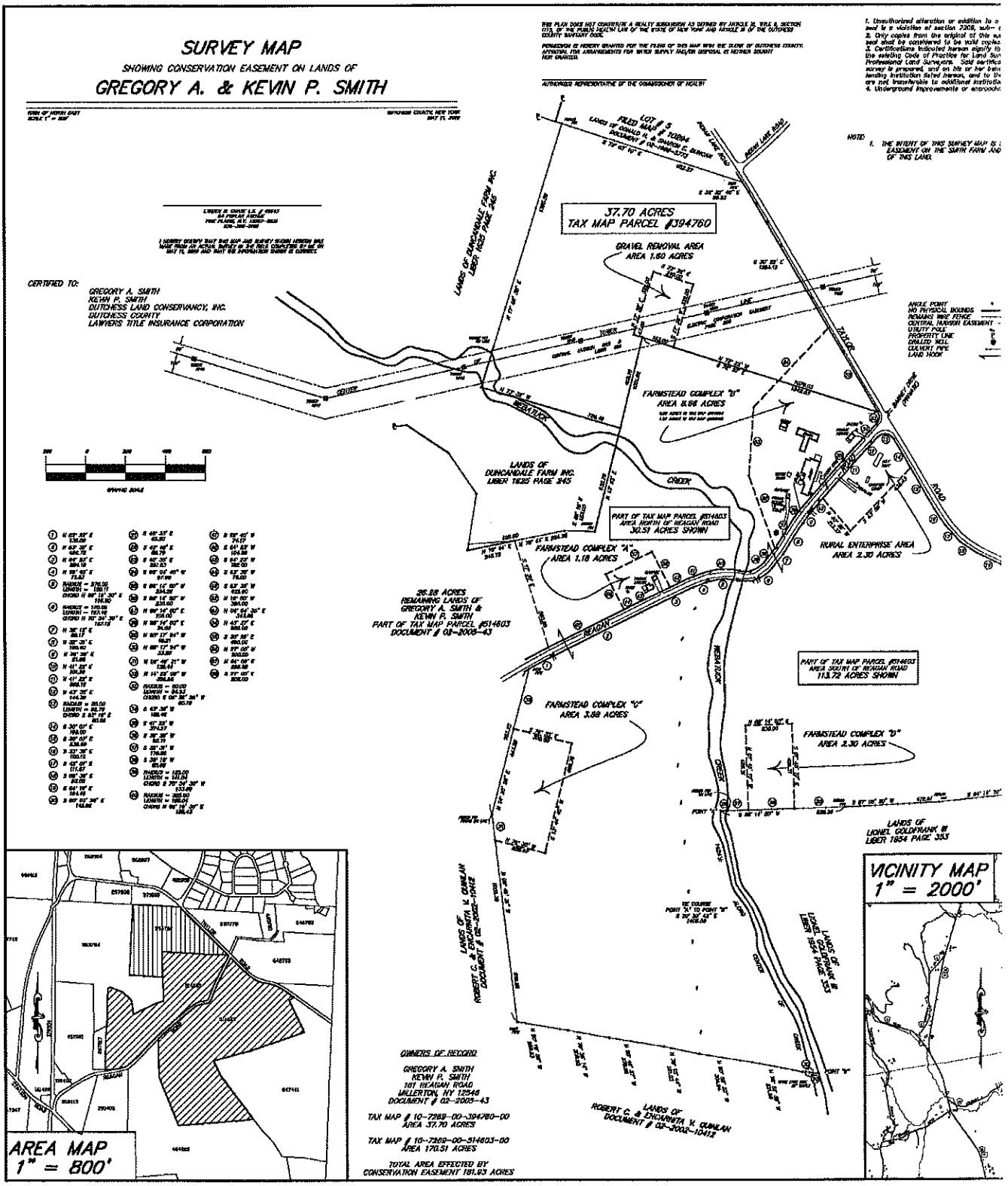
SURVEY MAP
SHOWING CONSERVATION EASEMENT ON LANDS OF
GREGORY A. & KEVIN P. SMITH
CERTIFIED TO:
GREGORY A. SMITH
KEVIN P. SMITH
DUTCHESS LAND CONSERVANCY, INC.
DUTCHESS COUNTY
LAWYERS TITLE INSURANCE CORPORATION
37.70 ACRES
TAX MAP PARCEL #394760
GRAVEL REMOVAL AREA
AREA 1.60 ACRES
FARMSTEAD COMPLEX "B"
AREA 8.66 ACRES
LANDS OF
DUNCANDALE FARM INC.
LIBER 1625 PAGE 245
PART OF TAX MAP PARCEL #514603
AREA NORTH OF REAGAN ROAD
30.51 ACRES SHOWN
FARMSTEAD COMPLEX "A"
AREA 1.18 ACRES
RURAL ENTERPRISE AREA
AREA 2.30 ACRES
26.28 ACRES
REMAINING LANDS OF
GREGORY A. SMITH &
KEVIN P. SMITH
PART OF TAX MAP PARCEL #514603
DOCUMENT # 02-2005-43
PART OF TAX MAP PARCEL #514603
AREA SOUTH OF REAGAN ROAD
113.72 ACRES SHOWN
FARMSTEAD COMPLEX "C"
AREA 3.89 ACRES
FARMSTEAD COMPLEX "D"
AREA 2.30 ACRES
LANDS OF
LIONEL GOLDFRANK III
LIBER 1954 PAGE 353
LANDS OF
ROBERT C. & ENCARNITA V. QUINLAN
DOCUMENT # 02-2002-10412
OWNERS OF RECORD
GREGORY A. SMITH
KEVIN P. SMITH
181 REAGAN ROAD
MILLERTON, NY 12546
DOCUMENT # 02-2005-43
TAX MAP # 10-7269-00-394760-00
AREA 37.70 ACRES
TAX MAP # 10-7269-00-514603-00
AREA 170.51 ACRES
TOTAL AREA EFFECTED BY
CONSERVATION EASEMENT 181.93 ACRES
AREA MAP
1" = 800'
VICINITY MAP
1" = 2000'

EXHIBIT "B"

TO THE GRANT AGREEMENT

PROJECT BUDGET

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

2008-2009 Project Budget for FPIG Proposal

Farmland Protection Implementation Project Involving a Conservation Easement

Farm Name: Sunset Ridge Farm | **Local Government Applicant:** Dutchess County

Estimated Acres to be Permanently Protected = 181.9300

Value of Development Rights = $ 1,310,000 | $ per acre = $ 7,201 | **If value is greater than $29,000/acre, use Form B.3.**

	Estimated Costs [1]	FUNDING SOURCES: State Contribution [2]	Local Government: County (cash) [3]	Local Government: County (in-kind)	Local Government: Town (cash) [4]	Local Government: Town (in-kind)	Other [5]: (cash)	Other [5]: (in-kind)	Sum of Funding Sources (cash) [6]	Sum of In-Kind Contributions [7]	Landowner Contribution [8]	Proposed Purchase Price of Conservation Easement [9]
LAND COSTS												
Value of Development Rights	$ 1,310,000	$ 872,627	$ 391,717		$ -		$ -		$ 1,264,344		$ 45,656	$ 1,264,344
TRANSACTION COSTS												
Title Insurance	$ 5,642	$ 5,430	$ -		$ -		$ 212.00		$ 5,642		$ -	
Survey(s)	$ 8,800	$ 8,800	$ -		$ -		$ -		$ 8,800		$ -	
Appraisal	$ 6,900	$ 6,900	$ -		$ -		$ -		$ 6,900		$ -	
Project Partners' Staff Time [10] (e.g., contract administration, project management, outside easement expertise, etc.)	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,000	$ -	$ 25,000	$ -	
Outside Legal Fees (if any)	$ 1,500	$ 1,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,500	$ -	$ -	
Recording Fees	$ 350	$ 201	$ -		$ -		$ 149.00		$ 350	$ -	$ -	
Stewardship Fee [11]	$ 9,000	$ 9,000	$ -		$ -		$ -		$ 9,000		$ -	
Baseline Documentation Report	$ 3,000	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ -	$ -	
Other transactional cost [12]:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Other transactional cost [12]:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Other transactional cost [12]:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Subtotal =	$ 60,192	$ 34,831	$ -	$ -	$ -	$ -	$ 361.00	$ 25,000	$ 35,192	$ 25,000	$ -	
									$ 35,192	$ 25,000		
TOTAL PROJECT COSTS	$ 1,370,192	$ 907,458	$ 391,717	$ -	$ -	$ -	$ 361	$ 25,000	$ 1,299,536	$ 25,000	$ 45,656	**Local Match Total [14]** $ 462,734
Percentage of Total Project Cost from Each Contributor [13]		66.2%	28.6%	0.0%	0.0%	0.0%	0.0%	1.8%			3.3%	33.8%
Auto Math Check [16] Total Project Costs =	$ 1,370,192	100.0%									Percentage of Local Match that is In-Kind [15] =	5.4%

Exhibit "B"

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

INSTRUCTIONS FOR FILLING OUT FARMLAND PROTECTION IMPLEMENTATION GRANT FORM B.2.

(1) Enter estimated costs for each item associated with this transaction. Value of development rights will automatically fill from above. All costs should be based on the most accurate data available at the time of application. Ideally, the value of development rights will be based on a recent appraisal.

(2) State contribution shall not exceed 75% of total project cost. However, the State contribution toward any individual cost item may be greater than 75%. Project managers should enter the State contribution for each cost item based on how the project is anticipated to be funded.

(3) If a county is contributing funding to the project, project manager must allocate that funding as it is anticipated to be used to close the project. Actual allocation may be altered prior to the final distribution of State funds provided that the State approves any such reallocation.

(4) If a town is contributing funding to the project, project manager must allocate that funding as it is anticipated to be used to close the project. Actual allocation may be altered prior to the final distribution of State funds provided that the State approves any such reallocation.

(5) Any "Other" funding applied to the project must be allocated in this column in the same manner as that for county and/or town funds. Each source and the specific amount being contributed from each source must be identified in supplemental budget documentation. **Dutchess Land Conservancy to pay $361**

(6) This column automatically sums all sources of cash allocated to cover the project costs.

(7) This column automatically sums all contributions of in-kind services allocated to certain project costs.

(8) The Landowner Contribution for each item is calculated as the difference between total cost of the item and funding available for it. In the case of "Land Costs" this represents a landowner donation resulting from a bargain sale of the conservation easement. For each transaction cost that the landowner will pay for or towards, that amount must be paid by the landowner prior to his/her receipt of any payment from the proceeds of the State disbursement.

(9) Proposed Purchase Price is the amount of consideration that the landowner will receive for the sale of this conservation easement. That amount must be entered into the purchase and sale contract and the conservation easement. This number is automatically calculated as the difference between the value of the development rights (column 1) and the sum of the funding sources available (column 9).

(10) Value of staff time necessary to assist with the conservation easement transaction for this project. Staff includes paid or volunteer employees of any project partner (including consultants). Direct costs should be entered in the appropriate columns as a "cash" amount whereas any non-cash contribution of staff time should be entered in the appropriate column as an "in-kind" amount. (Do not include cost of baseline documentation report anywhere along this line; that item is identified elsewhere on this form.)

(11) State contribution shall not exceed $10,000 per conservation easement.

(12) Other transaction costs must be identified separately. Examples include title report, GIS mapping, printing, Phase I Environmental Site Assessment, etc. Be sure to reflect any in-kind contribution toward any such item in the appropriate County, Town and/or Other column.

(13) State funding % shall not exceed 75.0%.

(14) Applicant must provide documentation acceptable to the Deparment accounting for the encumbrance or expenditure of the required local match for this project, including any costs paid for by the landowner, prior to the time of closing.

(15) In-kind contributions shall not exceed 80% of the local match or $25,000, whichever is less.

(16) Auto math check confirms that the total project costs sum correctly and that the sum of the local match (%) and state share (%) equal 100%.

AGREEMENT
(Monitoring Plan)

THIS AGREEMENT, made this day of , 20__, by and between **KEVIN P. SMITH and GREGORY A. SMITH**, Owners of **SUNSET RIDGE FARM** with an address of 161 Reagan Road, Town of North East, Dutchess County, New York 12546 (the "Owner"), the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"), the and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 2908 Route 44, Millbrook, New York 12545 (the "Conservancy").

WITNESSETH:

WHEREAS, the County and the Conservancy have been cooperating to implement a Farmland Protection Grant from the New York State Department of Agriculture and Markets which will result in the acquisition of a conservation easement of approximately 181.9 acres on Sunset Ridge Farm located at 161 Reagan Road, Town of North East, Dutchess County, New York 12546, and

WHEREAS, as a result thereof, the County and the Conservancy shall co-hold the Conservation Easement for Sunset Ridge Farm with each assuming such rights, obligations, and responsibilities as set forth therein, and

WHEREAS, the Conservancy, in its role as a conservation organization, has obtained extensive experience monitoring and administering conservation easements, and as a co-holder of this easement, shall make its services available to the County to monitor and administer this Conservation Easement, and

WHEREAS, this agreement shall further define those rights, obligations and responsibilities, now, therefore it is mutually agreed by and between the parties as follows:

1. SCOPE OF SERVICES. While the County has the right to enforce the Conservation Easement, the Conservancy is primarily responsible for monitoring the Farm in a systematic manner to insure compliance with the terms of the conservation easement, all further set forth in the Conservation Easement. The Conservancy shall provide, using standards of care acceptable to the County in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services as set forth in Exhibit "A" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall become effective upon the conveyance of the conservation easement of approximately 181.9 acres on Sunset Ridge Farm (Dutchess County Tax Map Number 7269-00-394760-514603) to the County and the Conservancy and shall run for a period co-terminus with the Conservancy's term as co-holder of this Conservation Easement.

3. PAYMENT. The Conservancy has undertaken its responsibilities hereunder because the conservation easement to be acquired protects the agricultural values of Sunset Ridge Farm and promotes the use of sound agricultural practices which will further its charitable purposes of preserving the natural ecological, cultural and scenic value of the Hudson River Valley. Nevertheless, to assist the Conservancy in achieving its goals, and in recognition of the costs it may otherwise sustain in pursuing these objectives, and for the assistance it is providing to the County in achieving its conservation and economic purposes, the County, as full and complete consideration for the services so rendered shall include in its application to the New York State Department of Agriculture and Markets, a request for $9,000.00. After approval of that request by the Department that sum is to be paid over to the Conservancy to be used by it to establish a stewardship fund to defray the cost of monitoring and administering the above referenced conservation easement. The $9,000.00 shall be deposited in an appropriate account and shall be subject to audit by the County Comptroller from time to the time as the Comptroller, in his discretion deems appropriate. Upon termination of this Agreement or the underlying conservation easements, the Conservancy shall pay over to the County any funds remaining in the stewardship fund account up to a maximum of $9,000.00.

4. INDEPENDENT CONSERVANCY STATUS. The Conservancy agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Conservancy or its employees; that the Conservancy shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Conservancy shall have no workers' compensation or disability coverage through the County for the Conservancy or its employees, and that the Conservancy shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

5. INDEMNIFICATION BY CONSERVANCY. The Conservancy shall hold the County harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Contract.

6. INDEMNIFICATION BY THE COUNTY. The County shall hold the Conservancy harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Contract.

7. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Conservancy shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

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

(b) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of $1,000,000.00. This

insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County must be listed as additional named insured.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Conservancy to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Conservancy to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Conservancy from any liability under this Agreement.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County Director of Risk Management prior to commencement of any work under this Agreement.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the County. In addition, every policy required above shall be primary insurance and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by the Conservancy. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Conservancy shall be solely responsible for any deductible losses under each of the policies required above. Proof of additional insured coverage shall be evidenced through an additional insured endorsement provided by the insurance carrier.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Conservancy until the Conservancy furnishes such additional security as is determined necessary by the County.

8. USE OF PRIVATE AUTOMOBILES. The Conservancy represents that it does not own any automobiles and its employees use their own private automobiles when an automobile is necessary for conservancy business. The Conservancy will insure all of its employees and any others, discharging responsibilities pursuant to this Contract, shall be licensed to drive in New York State and shall have, at least, the statutory insurance coverage required by New York State Law.

9. QUALIFICATIONS OF CONSERVANCY. The Conservancy specifically represents that it, and its members, officers, employees, agents, servants, consultants and sub-contractors, have the experience, knowledge, and character necessary to perform their particular duties under this Agreement

10. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, national origin, disability or marital status.

Conservancy shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

11. RETENTION OF RECORDS. The Conservancy agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies related to this Agreement and the Conservation Easement. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice. The Baseline Documentation Report and Monitoring records shall be permanently maintained in an Archival Storage Facility. All correspondence pertaining to the Conservation Easement shall be maintained in perpetuity. Other records shall be maintained for a period of six (6) years on an ongoing basis unless the County requires otherwise. In such event, the County shall, upon request of the Conservancy, provide an Archival Storage Facility for such other records.

12. NON-ASSIGNMENT. This Agreement may not be assigned by the Conservancy nor his right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

13. EXECUTORY. This Agreement shall be deemed executory only to the extent of moneys appropriated and available to the County for the purpose of this Agreement, as specified in the County's adopted Budget and no liability on account thereof shall be incurred by the County beyond the amount of such moneys. It is understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available moneys for the purpose of this Agreement.

14. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Att: Rebecca E. C. Thornton, Executive Director
Dutchess Land Conservancy, Inc.
2908 Route 44
Millbrook, NY 12545

Dutchess County
Att: County Attorney's Office
22 Market Street, 5th floor
Poughkeepsie, NY 12601

15. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

16. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

17. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

18. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

19. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Conservancy hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. Conservancy must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Conservancy will have thirty (30) calendar days after service is complete in which to respond.

20. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

22. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

23. 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

_____ BY: _____

County Attorney's Office Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

_____
Kealy Salomon
Commissioner of Planning & Development

DUTCHESS LAND CONSERVANCY, INC.

By:_____
Rebecca E. C. Thornton,
Executive Director

SCOPE OF SERVICES

The parties recognize that this Scope of Services outlines the monitoring techniques presently contemplated. As these techniques change over time, the general intent of this Scope of Services will be maintained.

A. General Approach

In-person site visit and/or fly over property by aerial over flight by Conservancy staff to assure compliance with the conservation easements.

B. Minimum Frequency for Monitoring Visits

Annually, typically in the late fall when the foliage is off vegetation. Monitoring during hunting season will be avoided.

C. Procedure

- Verify property ownership before monitoring to detect any changes.
- Contact landowner by letter well in advance of visit. Site visits can be done with landowner present, although it is not necessary for the landowner to be present during the site visit.

- Review baseline file including.
  (1) Conservation Easement or Conservation Easement Summary.
  (2) Baseline documentation maps and photographs
  (3) Existing Conditions Report
  (4) Previous monitoring records.

D. Ground Monitoring

- Visit property, bringing:
  (1) easement summary
  (2) copy of easement
  (3) camera with high speed film, back up camera
  (4) survey plan (or other detailed map)
  (5) baseline documentation map showing site features (or topographic map with property boundaries drawn in)
  (6) easement inspection form/monitoring log
  (7) compass, measuring tape, measuring wheel or string, fluorescent flagging, bug repellent (in season), study clothing, boots, blaze orange/red hat and or vest/jacket, whistle, compass, pens/pencils, field notebook, scale, Swiss army knife, water bottle, etc.
  (8) photo location map/baseline photos
  (9) copy of baseline map to make notes on
- Meet with landowner (upon request), review easement terms, answer any questions
- Inspect property:
  (1) find and walk boundaries
  (2) check any likely trouble spots
  (3) check special conservation features, e.g. location of rare plants

(4) note any significant changes, natural or manmade
(5) photograph changes or trouble areas and map photo locations on baseline map copy
(6) fill out inspection form (this can be done back at the office using notes taken in the field)
(7) identify problems that need follow-up

E. Aerial Monitoring

- Aerial monitoring to be performed by Conservancy staff who know the property and can interpret the Property form the air
- Prepare flight plan
  (1) Arrange date and time with pilot, schedule airplane
- Conduct aerial surveillance, bringing:
  (1) Easement summary
  (2) Camera and film, back up camera
  (3) Baseline documentation map showing features (or topographic map of aerial photograph with property boundaries drawn in)
  (4) Notebook, pens/pencils
- Note any changes/questionable areas and take photographs
- Follow up questionable areas with on-the-ground inspection.

F. Post-Inspection Record Keeping

- Fill out inspection form, sign and date it
- Key new photos to map using field notes and map; label and file photographs in baseline file
- Send landowner letter summarizing finds - keep a copy in the baseline file (have landowner acknowledge receipt of letter)
- Send County letter summarizing findings
- Store monitoring records safely together. Archive originals with original Baseline Documentation Report and keep on copy in the office for reference.

G. Landowner Relationships

- Landowner Contact - a good working relationship with the landowner is fundamental to a successful stewardship program.
  (1) Build a spirit of cooperation, beginning before easements are signed.
  (2) Explain monitoring program, easement holder's role in enforcement, what the landowner can expect.
  (3) Personally contact a new landowner anytime land changes hands, even within the same family.
  (4) Make sure new owner understands the purposes and terms of the easement and the monitoring program
  (5) Maintain personal contact with all landowners periodically, even if aerial monitoring

H. Handling Violations

- In the event of a violation of, or non-compliance with, the terms of the Conservation Easement, the Conservancy will notify the County in writing within 48 hours of the discovery of the violation.
- The Conservancy, as primary monitor, will then notify the Landowner about the violation.
- The conservancy shall try to resolve problem through negotiation.
  (1) Establish plan for restoration and set a deadline for compliance.
  (2) Follow up all contacts in writing, via certified mail
  (3) Inspect restoration work and document compliance
- Consult County Attorney's office if violation activity continues or if landowner refuses to cooperate with restoration plan.
- Said responsibility or legal enforcement lies with the County.

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Environment Committee Roll Call

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

Present: ~~12~~ 9 **Resolution:** ✓ **Total :** 9 Yes 0 No

Absent: ~~0~~ 3 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012350 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON SUNSET RIDGE FARM IN THE TOWN OF NORTH EAST, NEW YORK

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012350 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON SUNSET RIDGE FARM IN THE TOWN OF NORTH EAST, NEW YORK

Date: 12/6/12

Budget, Finance & Personnel

RESOLUTION NO. 2012351

RE: APPROVING CAPITAL PROJECTS FOR DUTCHESS COMMUNITY COLLEGE

Legislators MICCIO and ROLISON offer the following resolution and move its adoption:

WHEREAS, by Resolution 2013-10, dated November 12, 2012, the Board of Trustees of Dutchess Community College approved a capital project (#08X17) for a total amount of $300,000, and

WHEREAS, the State University New York Office for Capital Facilities has notified Dutchess Community College that a capital project, with a total estimated cost of $300,000 has been approved, and

WHEREAS, the state funds are available to cover the state share of 50 percent of this project, and

WHEREAS, the project is included in Dutchess County's Capital Improvement Program for 2012, and

WHEREAS, the sponsor's share of this capital project ($150,000) would be bonded in accordance with SUNY funding policy and procedures for capital projects, now, therefore, be it

RESOLVED, that the following capital project is hereby authorized and approved in the amount indicated below:

Project Number	Project Name	Estimated Total Cost	State's Share (Appropriation)	Sponsor's Share (Bonded)
08X17	Property Acquisition – 176 Creek Road	$300,000.00	150,000.00	150,000.00
	Total	$300,000.00	$150,000.00	$150,000.00

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Pulled Per CA 351

Budget, Finance, and Personnel Committee Roll Call

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

Present: ____ **Resolution:** ____ **Total :** _____ _____

Absent: ____ **Motion:** ____ **Yes** **No**

Vacant: ____ **Abstentions:** _____

2012351 Approving Capital Projects for Dutchess Community College

Date: 12/4/12

Resolution 2012351 was not considered in 2012.

RESOLUTION NO. 2012352

RE: AUTHORIZATION FOR LAND ACQUISITION FOR DUTCHESS COMMUNITY COLLEGE

Legislators MICCIO and ROLISON offer the following and move its adoptions:

WHEREAS, the approved Dutchess Community College Facilities Master Plan of 2008 contains a recommendation that the College purchase the property at 176 Creek Road that borders Parking Lot E on the North, and

WHEREAS, at the direction of the Dutchess Community College Board of Trustees, Dr. D. David Conklin, President of Dutchess Community College, has negotiated a closing price for this parcel, and

WHEREAS, by Resolution #2013-11, dated November 12, 2012, the Board of Trustees has approved the acquisition of this property located at 176 Creek Road, and

WHEREAS, the purchase of this parcel is included in Dutchess County's approved Capital Improvement Program for 2012, and

WHEREAS, capital project funds are available to cover the cost of the purchase and remediation of this property, and

WHEREAS, by Resolution 2013-10, dated November 12, 2012, of Dutchess Community College Board of Trustees and Resolution _____ of Dutchess County Legislature have approved the acquisition of this property as a capital project in the amount of $300,000, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves the purchase of the parcel located at 176 Creek Road in an amount not to exceed $300,000.

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Pulled Per CA 352

Budget, Finance, and Personnel Committee Roll Call

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

Present: ____ **Resolution:** ____ **Total :** _____ _____

Absent: ____ **Motion:** ____ **Yes** **No**

Vacant: ____ **Abstentions:** _____

2012352 Authorization for Land Acquisition for Dutchess Community College

Date: 12/4/12

Resolution 2012352 was not considered in 2012.

Budget, Finance, & Personnel
Revised per County Attorney

RESOLUTION NO. 2012353

RE: REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO EXTEND A ONE (1%) PERCENT HOTEL OCCUPANCY TAX BY MAINTAINING SAID TAX AT FOUR (4%) PERCENT

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

WHEREAS, Dutchess County, by authority of Chapter 208 of the Laws of 1983 of the New York State Legislature, and pursuant to Local Law No. 11 of 1983, as amended and extended, imposed a three (3%) percent tax on the occupancy of hotels, motels, boarding houses, conference centers and tourist room homes in Dutchess County, effective January 1, 1984, and

WHEREAS, Local Law No. 11 of 1983 was amended by Local Law # 6 of 1998 to read as follows: hotel was redefined as " a building or portion of it which is regularly used and kept open as such for the lodging of guests. The term hotel includes an apartment hotel, a motel, boarding house, conference center or tourist home, bed and breakfast which buildings or facilities are used for lodging of guests." Further, a reference to a hotel as being a structure with more than twelve (12) rooms was removed.

WHEREAS, Dutchess County, by authority of Chapter 140 of the Laws of 2004 of the New York State Legislature, and pursuant to Local Law No. 4 of 2004, as amended and extended, increased the tax imposed on the occupancy of hotels, motels, boarding houses, conference centers and tourist room homes in Dutchess County, from three (3%) percent to four (4%) percent effective October 1, 2004, and

WHEREAS, New York State imposed financial mandates, including among others, those for Medicaid, education programs, and pensions that are severely straining County resources are likely to continue to do so into the foreseeable future, and

WHEREAS, the County is required by law to fund the State imposed financial mandates, and

WHEREAS, because of those mandates and the current state of the economy, it is necessary for the County to maintain its sources of revenue so it can continue to pay for those State mandates and continue to provide other important County services, and

WHEREAS, County services such as road maintenance, public health services and Sheriffs' patrols are important to the well-being of all people who live in, visit or travel through Dutchess County, and

WHEREAS, the hotel occupancy tax has remained at four (4%) percent since October 1, 2004, and

WHEREAS, it is the determination of this Legislature that its hotel occupancy tax should be maintained at four (4%) percent, now, therefore, be it

RESOLVED, that Dutchess County hereby requests the New York State Legislature and Governor adopt legislation which will permit Dutchess County to maintain its hotel occupancy tax at four (4%) percent on the occupancy of all hotels, motels, boarding houses, conference centers or tourist homes in Dutchess County for periods of less than sixty days, and be it further

RESOLVED, that the Chairman of the Dutchess County Legislature forward a certified copy of this Resolution to Governor Andrew M. Cuomo, Senators Stephen M. Saland and Greg Ball, Assembly Members Joel M. Miller, Didi Barrett, Kevin A. Cahill, Steve Katz and Frank K. Skartados requesting home rule legislation which will allow the County to maintain its hotel occupancy tax at four (4%) percent.

CA-250-12
CAB/ca/G-0524
12/11/12

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/21/2012

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 17th day of December 2012, 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 17th day of December 2012.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		1
District 3 - Town of LaGrange	Borchert*		2
District 6 - Town of Poughkeepsie	Flesland*	abstt	
District 10 - City of Poughkeepsie	Jeter-Jackson*	~~3~~ 2	3
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*	1	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		4
District 7 - Town of Hyde Park	Perkins		5
District 11 - Towns of Rhinebeck and Clinton	Tyner	2	
District 17 - Town and Village of Fishkill	Miccio (C)		6
District 18 - City of Beacon	Forman(VC)		7
District 22 - Town of Beekman	Hutchings		8
District 24 - Towns of Dover and Union Vale	Surman		9

Present: 11
Absent: 1
Vacant: 0

Resolution: ___
Motion: ✓

Total : ~~3~~ 2 (Yes) 9 (No)

Abstentions: 0

AMAC / JT
Exclude Bed + Breakfast
in first Resolved
defeated

12-4-12
2012353

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Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0 (a)
Vacant: 0

Resolution: ✓
Motion: ___

Total : 9 Yes, 2 No
Abstentions: 0

2012353 REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO EXTEND A ONE (1%) PERCENT HOTEL OCCUPANCY TAX BY MAINTAINING SAID TAX AT FOUR (4%) PERCENT

Date: 12/4/12

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Budget, Finance, and Personnel Committee Roll Call

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

Present: 10 **Resolution:** ✓ **Total :** 9 Yes 1 No

Absent: 2 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012353 REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO EXTEND A ONE (1%) PERCENT HOTEL OCCUPANCY TAX BY MAINTAINING SAID TAX AT FOUR (4%) PERCENT

Date: 12/17/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		✓
District 1 - Town of Poughkeepsie	Doxsey		✓
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss		
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
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 :** 22 3

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012353 REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO EXTEND A ONE (1%) PERCENT HOTEL OCCUPANCY TAX BY MAINTAINING SAID TAX AT FOUR (4%) PERCENT

Date: 12/17/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012354

RE: REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO EXTEND THE SALES TAX RATE INCREASE OF 3% TO 3 3/4% WITH SUCH ¾ OF 1% TO BE USED FOR COUNTY PURPOSES

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

WHEREAS, Dutchess County by authority of Chapter 8 of the Laws of 2003, increased the sales tax rate for the period beginning March 1, 2003 and ending November 30, 2005, from 3% to 3 ¾% with such additional ¾ of 1% to be used for County purposes, and

WHEREAS, thereafter, the County's authority to impose such sales tax increase was extended, most recently by Chapter 232 of the laws of 2011, through November 30, 2013, and

WHEREAS, pursuant to such enabling legislation, Dutchess County adopted implementing Resolutions imposing that increase in the sales tax rate from 3% to 3 ¾%, most recently by Resolution 2011197, through November 30, 2013, and

WHEREAS, New York State imposed financial mandates, including among others, those for Medicaid, education programs, and pensions that are severely straining County resources are likely to continue to do so into the foreseeable future, and

WHEREAS, the County is required by law to fund the State imposed financial mandates, and

WHEREAS, because of those mandates and the current state of the economy, it is necessary for the County to maintain its sources of revenue so it can continue to pay for those State mandates and continue to provide other important County services, and

WHEREAS, County services such as road maintenance, public health services and Sheriffs' patrols are important to the well-being of all people who live in, visit or travel through Dutchess County, and

WHEREAS, it is the determination of this Legislature that it is necessary that the sales tax rate increase of 3% to 3 3/4 % with such additional 3/4% of 1% to be used for County purposes be extended for an additional period continuing until at least November 30, 2015, now therefore, be it

RESOLVED, that the County of Dutchess hereby requests the New York State Legislature and Governor adopt Legislation to permit Dutchess County to extend the increased sale tax rate increase as previously authorized from 3% to 3 ¾% with such additional ¾ of 1% to be used for County purposes through at least November 30, 2015, and be it further

RESOLVED, that the Clerk of the Dutchess County Legislature forward a certified copy of this resolution to Governor Andrew M. Cuomo, Senators Stephen M. Saland and Greg Ball, Assembly Members Joel M. Miller, Didi Barrett, Kevin A. Cahill and Steve Katz requesting Home Rule Legislation which will permit Dutchess County to increase the sales tax rate from 3% to 3 ¾% with such additional ¾ of 1% to be used for County purposes as otherwise set forth above.

CA-204-12
ADR/kh/G-0847
12/7/12
Fiscal Impact attached

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 9 2

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** ___

2012354 REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO EXTEND THE SALES TAX RATE INCREASE OF 3% TO 3 ¾% WITH SUCH ¾ OF 1% TO BE USED FOR COUNTY PURPOSES

Date: 12/4/12

Roll Call Sheets

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

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012354 REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO EXTEND THE SALES TAX RATE INCREASE OF 3% TO 3 ¾% WITH SUCH ¾ OF 1% TO BE USED FOR COUNTY PURPOSES

Date: 12/6/12

Discussion on Resolution No. 2012354 resulted as follows:

Legislator Hutchings called the question, unanimously carried.

Roll call on the foregoing resolution resulted as follows:

AYES:	22	Amparo, Bolner, Borchert, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Weiss, Wilkinson, White
NAYS:	2	Doxsey, Tyner
ABSENT:	1	Horton

Resolution adopted.

Budget, Finance, & Personnel

RESOLUTION NO. 2012355

RE: REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO IMPOSE A ONE-HALF (1/2) of ONE (1%) PERCENT MORTGAGE RECORDING TAX

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

WHEREAS, Dutchess County by authority of Chapter 558 of the Laws of 2007 of the New York State Legislature and pursuant to Local Law No. 1 of 2007, imposed an additional one-quarter (1/4) of one (1%) percent mortgage recording tax effective November 1, 2007, and

WHEREAS, that authority expired on November 30, 2009, and

WHEREAS, New York State imposed financial mandates, including among others, those for Medicaid, education programs, and pensions that are severely straining County resources are likely to continue to do so into the foreseeable future, and

WHEREAS, the County is required by law to fund the State imposed financial mandates, and

WHEREAS, because of those mandates and the current state of the economy, it is necessary for the County to expand its sources of revenue so it can continue to pay for those State mandates and continue to provide other important County services, and

WHEREAS, County services such as road maintenance, public health services and Sheriff's patrols are important to the well-being of all people who live in, visit or travel through Dutchess County, and

WHEREAS, it is the determination of this Legislature that Dutchess County should be authorized to impose a one-half (1/2) of one (1%) percent mortgage recording tax as soon as practicable, and

WHEREAS, it is the determination of this Legislature that first time home buyers, who are defined as any individual and, if married, such individual's spouse, who have no present or prior ownership interest in a principal residence, shall be exempt from this mortgage recording tax, now therefore be it

RESOLVED, that Dutchess County hereby requests the New York State Legislature and Governor adopt home rule legislation similar to Section 253-v of the New York State Tax Law (L.2077, c.558), now expired, which will permit Dutchess County to impose a one half (1/2) of one (1%) percent mortgage recording tax expressed as: fifty ($.50) cents for each one hundred dollars and each remaining fraction thereof, to be used for any County purpose which shall include allocation and distribution of those funds to municipalities within the County as the County deems appropriate, and be it further

RESOLVED, that the Clerk of the Dutchess County Legislature forward a certified copy of this Resolution to Governor Andrew M. Cuomo, Senators Stephen M. Saland and Greg Ball, Assembly Members Joel M. Miller, Didi Barrett, Kevin A. Cahill and Steve Katz requesting home rule legislation which will allow the County to impose a one-half (1/2) of one (1%) percent mortgage recording tax as otherwise set forth above, and be it further

RESOLVED, that any local law adopted by Dutchess County pursuant to this home rule legislation shall expire automatically four (4) years after the date of adoption, absent any further extension granted by the New York State Legislature.

CA-205-12
ADR/kvh/G-1443
11/13/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

355

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11
Absent: 1
Vacant: 0

Resolution: ___
Motion: ✓

Total : 11 Yes, 0 No
Abstentions: 0

AMAC/RP
Last Resolved 4 years
to 2 years

12.4.12
2012355

355

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Resolution: ___
Motion: ✓

Total : 2 Yes, 10 No

Abstentions: 0

1/2 of 1% MRT

that are above the median price at the time of closing

12.4.12
2012355

355

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11
Absent: 1
Vacant: 0

Resolution: ___
Motion: ✓

Total : 4 Yes, 7 No

Abstentions: 0

JF/JT

1/4 0/0 defeated

2012355

12.4.12

355

Budget, Finance, and Personnel Committee Roll Call

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

Present: ____ **Resolution:** ____ **Total :** _____ _____

Absent: ____ **Motion:** ____ **Yes** **No**

Vacant: ____ **Abstentions:** _____

withdrawn later part

AMAC/JT

on homes at mean value

B12-4-12

2012 355

355

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 6 (Yes) 5 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012355 REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO IMPOSE A ONE-HALF (1/2) OF ONE (1%) PERCENT MORTGAGE RECORDING TAX

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 17 7

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012355 REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO IMPOSE A ONE-HALF (1/2) OF ONE (1%) PERCENT MORTGAGE RECORDING TAX

Date: 12/6/12

Discussion on Resolution No. 2012355 resulted as follows:

Roll call on the foregoing resolution resulted as follows:

AYES:	17	Bolner, Borchert, Flesland, Hutchings, Incoronato, Jeter-Jackson, Kelsey, Miccio, Rolison, Roman, Sherman, Surman, Thomes, Traudt, Weiss, Wilkinson, White
NAYS:	7	Doxsey, Serino, Perkins, Tyner, Amparo, Forman, MacAvery
ABSENT:	1	Horton

Resolution adopted.

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2012356

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA
ASSESSED UNDER THE NAME OF 49 EAST HOUSTON STREET CORP
GRID: 132000-7165-00-313385-0000

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

WHEREAS, unpaid tax on property in the Town of Amenia assessed to 49 East Houston Street Corp for the levy year 2009 and described as Grid No. 132000-7165-00-313385-0000 amounting to $3,642.82 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $6,322.48 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 49 East Houston Street Corp, 20 Prince St, Apt 31, New York, NY 10012 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-211-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

356

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012356 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA ASSESSED UNDER THE NAME OF 49 EAST HOUSTON STREET CORP GRID: 132000-7165-00-313385-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: 1 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012356 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA ASSESSED UNDER THE NAME OF 49 EAST HOUSTON STREET CORP GRID: 132000-7165-00-313385-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012357

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA ASSESSED UNDER THE NAME OF CARROLL HELENE CARROLL JAMES
GRID: 132000-7067-20-932218-0000

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

WHEREAS, unpaid tax on property in the Town of Amenia assessed to Carroll Helene Carroll James (now deceased) for the levy year 2009 and described as Grid No. 132000-7067-20-932218-0000 amounting to $6,034.22 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $21,817.87 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 Helene Carroll, 96 Lake Amenia Road, Amenia, NY 12501 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-212-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

357

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012357 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA ASSESSED UNDER THE NAME OF CARROLL HELENE CARROLL JAMESGRID: 132000-7067-20-932218-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 6

2012357 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA ASSESSED UNDER THE NAME OF CARROLL HELENE CARROLL JAMES GRID: 132000-7067-20-932218-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO.2012358

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA
ASSESSED UNDER THE NAME OF CUMMINGS DONALD G
GRID: 132000-7164-00-991212-0000

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

WHEREAS, unpaid tax on property in the Town of Amenia assessed to Cummings Donald G for the levy year 2009 and described as Grid No. 132000-7164-00-991212-0000 amounting to $152.36 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $944.74 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Donald G. Cummings, 345 Sinpatch Road, Wassaic, NY 12592 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-214-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

358

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012358 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA
ASSESSED UNDER THE NAME OF CUMMINGS DONALD G
GRID: 132000-7164-00-991212-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012358 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA ASSESSED UNDER THE NAME OF CUMMINGS DONALD G GRID: 132000-7164-00-991212-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012359

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA
ASSESSED UNDER THE NAME OF CUMMINGS DONALD
GRID: 132000-7164-00-698659-0000

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

WHEREAS, unpaid tax on property in the Town of Amenia assessed to Cummings Donald for the levy year 2009 and described as Grid No. 132000-7164-00-698659-0000 amounting to $2,238.62 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $7,744.79 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 Donald Cummings, 345 Sinpatch Road, Wassaic, NY 12592 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-215-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

359

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 6

2012359 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA
ASSESSED UNDER THE NAME OF CUMMINGS DONALD
GRID: 132000-7164-00-698659-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 6 **Abstentions:** 0

2012359 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA ASSESSED UNDER THE NAME OF CUMMINGS DONALD
GRID: 132000-7164-00-698659-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012360

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA
ASSESSED UNDER THE NAME OF KORNICKI TERRI
GRID: 132000-7167-00-186672-0000

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

WHEREAS, unpaid tax on property in the Town of Amenia assessed to Kornicki Terri for the levy year 2009 and described as Grid No. 132000-7167-00-186672-0000 amounting to $1,209.99 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $8,332.58 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 Terri Kornicki, 3220 Oxford Avenue, Bronx, NY 10463 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-221-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

360

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012360 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA
ASSESSED UNDER THE NAME OF KORNICKI TERRI
GRID: 132000-7167-00-186672-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: 1 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012360 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF AMENIA
ASSESSED UNDER THE NAME OF KORNICKI TERRI
GRID: 132000-7167-00-186672-0000

Date: 12/6/12

RESOLUTION NO. 2012361

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF CLINTON
ASSESSED UNDER THE NAME OF CLARKE MATTHEW L J
GRID: 132400-6469-00-323211-0000

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

WHEREAS, unpaid tax on property in the Town of Clinton assessed to Clarke Matthew L J for the levy year 2009 and described as Grid No. 132400-6469-00-323211-0000 amounting to $9,339.92 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $30,688.03 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 Matthew L. J. Clarke, 1467 Centre Road, Rhinebeck, NY 12572 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-213-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess 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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

361

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11
Absent: 1
Vacant: 0

Resolution: ✓
Motion: ___

Total : 11 Yes, 0 No
Abstentions: 0

2012361 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF CLINTON
ASSESSED UNDER THE NAME OF CLARKE MATTHEW L J
GRID: 132400-6469-00-323211-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012361 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF CLINTON ASSESSED UNDER THE NAME OF CLARKE MATTHEW L J GRID: 132400-6469-00-323211-0000

Date: 12/6/12

Pursuant to Section 3.02 (i) of the Dutchess County Charter the foregoing Resolution No. 2012361 was deemed approved and duly enacted due to the County Executive's failure to act.

Budget, Finance, & Personnel

RESOLUTION NO. 2013362

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF DOVER
ASSESSED UNDER THE NAME OF KORNICKI TERRI
GRID: 132600-7159-00-145389-0000

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

WHEREAS, unpaid tax on property in the Town of Dover assessed to Kornicki TerrI for the levy year 2009 and described as Grid No. 132600-7159-00-145389-0000 amounting to $319.91 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $2,803.56 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Terri Kornicki, 3220 Oxford Avenue, Bronx, NY 10463 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-220-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

362

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 6 **Abstentions:** 0

2012362 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF DOVER
ASSESSED UNDER THE NAME OF KORNICKI TERRI
GRID: 132600-7159-00-145389-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012362 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF DOVER ASSESSED UNDER THE NAME OF KORNICKI TERRI
GRID: 132600-7159-00-145389-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012363

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF KOEHLER KERI
GRID: 132800-6658-03-072328-0000

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

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Koehler Keri (transferred 5/30/12 to Martin F Koehler) for the levy year 2009 and described as Grid No. 132800-6658-03-072328-0000 amounting to $7,880.45 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $28,819.59 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 Martin F. Koehler, 633 Beekman Road, 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.

CA-219-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

363

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012363 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF KOEHLER KERI
GRID: 132800-6658-03-072328-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 Yes 0 No

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012363 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF KOEHLER KERI
GRID: 132800-6658-03-072328-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012364

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF DOLSON DAWN RENEE GRID: 132800-6458-07-618863-0000

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

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Dolson Dawn Renee for the levy year 2009 and described as Grid No. 132800-6458-07-618863-0000 amounting to $1,142.71 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $5,870.14 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Dawn Renee Dolson, 320 Third Road, Wappingers Falls, NY 12590 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-216-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

364

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11
Absent: 1
Vacant: 0

Resolution: ✓
Motion: ___

Total : 11 Yes, 0 No
Abstentions: 0

2012364 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF DOLSON DAWN RENEE
GRID: 132800-6458-07-618863-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 Yes 0 No

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012364 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF DOLSON DAWN RENEE
GRID: 132800-6458-07-618863-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012365

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF MATWIJIW JOSEPH GRID: 132800-6358-04-865162-0000

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

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Matwijiw Joseph for the levy year 2009 and described as Grid No. 132800-6358-04-865162-0000 amounting to $5,962.69 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $21,564.79. 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 Joseph Matwijiw, 47 Wright Blvd, 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.

CA-222-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

365

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012365 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF MATWIJIW JOSEPH
GRID: 132800-6358-04-865162-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 Yes 0 No

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012365 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL ASSESSED UNDER THE NAME OF MATWIJIW JOSEPH
GRID: 132800-6358-04-865162-0000

Date: 12/6/12

RESOLUTION NO. 2012366

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF FISHKILL
ASSESSED UNDER THE NAME OF GOODWIN MICHAEL J
GRID: 133089-6156-04-817478-0000

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

WHEREAS, unpaid tax on property in the Town of Fishkill assessed to Goodwin Michael J for the levy year 2009 and described as Grid No. 133089-6156-04-817478-0000 amounting to $3,661.30 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $14,442.86 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 Michael J. Goodwin, 284 Hosner Mountain Road, PO Box 557, Stormville, NY 12582 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-217-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

364

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012366 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF FISHKILL
ASSESSED UNDER THE NAME OF GOODWIN MICHAEL J
GRID: 133089-6156-04-817478-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012366 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF FISHKILL
ASSESSED UNDER THE NAME OF GOODWIN MICHAEL J
GRID: 133089-6156-04-817478-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012367

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE
ASSESSED UNDER THE NAME OF SPIAK WILLIAM
GRID: 133400-6360-02-860964-0000

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

WHEREAS, unpaid tax on property in the Town of LaGrange assessed to Spiak William for the levy year 2009 and described as Grid No. 133400-6360-02-860964-0000 amounting to $2,971.05 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $10,610.71 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 William Spiak, 863 Freedom Plains Road, Poughkeepsie, NY 12603 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-210-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

367

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11
Absent: 1
Vacant: 0

Resolution: ✓
Motion: ___

Total : 11 Yes, 0 No
Abstentions: 0

2012367 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE
ASSESSED UNDER THE NAME OF SPIAK WILLIAM
GRID: 133400-6360-02-860964-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012367 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE
ASSESSED UNDER THE NAME OF SPIAK WILLIAM
GRID: 133400-6360-02-860964-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012368

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF POUGHKEEPSIE ASSESSED UNDER THE NAME OF RCT ENTERPRISES LLC GRID: 134689-6161-07-688870-0000

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

WHEREAS, unpaid tax on property in the Town of Poughkeepsie assessed to RCT Enterprises LLC for the levy year 2009 and described as Grid No. 134689-6161-07-688870-0000 amounting to $10,046.17 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $34,480.71 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 RCT Enterprises LLC, 12 N Grand Avenue, Poughkeepsie, NY 12601 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-225-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

368

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012368 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF POUGHKEEPSIE ASSESSED UNDER THE NAME OF RCT ENTERPRISES LLC
GRID: 134689-6161-07-688870-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012368 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF POUGHKEEPSIE ASSESSED UNDER THE NAME OF RCT ENTERPRISES LLC
GRID: 134689-6161-07-688870-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012369

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER
VILLAGE OF WAPPINGER FALLS
ASSESSED UNDER THE NAME OF SCIANNA THOMAS S
GRID: 135601-6158-17-198119-0000

Legislators AMPARO, INCORONATO offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Wappinger Village of Wappinger Falls assessed to Scianna Thomas S for the levy year 2009 and described as Grid No. 135601-6158-17-198119-0000 amounting to $1,579.53 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $5,767.95 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 Street, Wappingers Falls, NY 12590 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-224-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

369

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012369 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER VILLAGE OF WAPPINGER FALLS ASSESSED UNDER THE NAME OF SCIANNA THOMAS S GRID: 135601-6158-17-198119-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: 1 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012369 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER VILLAGE OF WAPPINGER FALLS ASSESSED UNDER THE NAME OF SCIANNA THOMAS S GRID: 135601-6158-17-198119-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012370

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER
ASSESSED UNDER THE NAME OF PASQUALE JANE E
GRID: 135689-6158-11-607540-0000

Legislators AMPARO and INCORONATO offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Wappinger assessed to Pasquale Jane E for the levy year 2009 and described as Grid No. 135689-6158-11-607540-0000 amounting to $2,809.45 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $10,154.22 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 Jane E. Pasquale, 1668 Route 9, Unit 10M, Wappinger Falls, NY 12590 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-223-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

370

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012370 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER
ASSESSED UNDER THE NAME OF PASQUALE JANE E
GRID: 135689-6158-11-607540-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

Absent: ____ **Motion:** ____ **Yes** **No**

Vacant: ____ **Abstentions:** 0

2012370 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER
ASSESSED UNDER THE NAME OF PASQUALE JANE E
GRID: 135689-6158-11-607540-0000

Date: 12/6/12

Budget, Finance, & Personnel

RESOLUTION NO. 2012371

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER
ASSESSED UNDER THE NAME OF GOODWIN MICHAEL J
GRID: 135689-6256-02-970944-0000

Legislators AMPARO and INCORONATO offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Wappinger assessed to Goodwin Michael J for the levy year 2009 and described as Grid No. 135689-6256-02-970944-0000 amounting to $2,356.46 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2010 for the tax lien year of 2010, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2010/7051 to enforce the collection of delinquent tax liens for the levy year 2009 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 6, 2012, Document # 02 2012 2936, and

WHEREAS, the sum of $8,701.86 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 Michael J. Goodwin, 284 Hosner Mountain Road, Stormville, NY 12582 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-218-12
PB:CM:deb/ca
11/15/2012

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/20/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

371

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 11 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012371 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER
ASSESSED UNDER THE NAME OF GOODWIN MICHAEL J
GRID: 135689-6256-02-970944-0000

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 6

2012371 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER ASSESSED UNDER THE NAME OF GOODWIN MICHAEL J
GRID: 135689-6256-02-970944-0000

Date: 12/6/12

Budget, Finance, & Personnel
Revised 12-4-12

RESOLUTION NO. 2012372

RE: AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO GENERAL CONTINGENCY (A.1990)

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

WHEREAS, the year 2012 Adopted County Budget included $1,500,000 in the General Contingency Account, and

WHEREAS, the contingency fund has been depleted and needs to be replenished to fund the County's fiscal obligation to cover year-end shortfalls at the Jail for overtime, health services-inmates, inmates housed out in other institutions, to cover a 10% County match for increased Section 5309 Mass Transportation Capital Funding for bus and bus equipment purchases, and special elections for Board of Elections, and

WHEREAS, it is now necessary to amend the 2012 Adopted County Budget to replenish the General Contingency Account, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2012 Adopted County Budget as follows:

APPROPRIATIONS		
Increase		
A.1990.4007	General Contingency	$632,949
REVENUES		
Increase		
A.9998.95990	Appropriated Fund Balance	$632,949

CA-236-12
ca/G-106
11/14/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 632,949

Total Current Year Revenue and Source $ _____

A.9998.95990 Appropriated Fund Balance

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): $632,949

Over Five Years: _____

Additional Comments/Explanation:

Appropriation of fund balance to provide contingency funding to cover shortfalls at the jail for overtime, health services for inmates, and inmates housed in other institutions ($475,000). Additionally, funds are required to match a higher than anticipated State of Good Repair Grant from the FTA and State matching funds for capital account ET0440 which will be used to buy buses ($17,334), and ($140,615) is required to meet BOE obligations beyond the amount already appropriated in a seperate contingency account, as there were 5 elections in 2012.

Prepared by: Jessica White, Budget Office

372

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 10 (Yes) 1 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2012372 AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO GENERAL CONTINGENCY (A.1990)

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 23 1

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012372 AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO GENERAL CONTINGENCY (A.1990)

Date: 12/6/12

Discussion on Resolution No. 2012372 resulted as follows:

Roll call on the foregoing resolution resulted as follows:

AYES:	23	Amparo, Bolner, Borchert, Doxsey, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Weiss, Wilkinson, White
NAYS:	1	Tyner
ABSENT:	1	Horton

Resolution adopted.

Public Safety

RESOLUTION NO. 2012373

RE: AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE SHERIFF/JAIL (A.3150)

LEGISLATORS ROLISON, BORCHERT, PERKINS, and FLESLAND offer the following and moves its adoption:

WHEREAS, the Sheriff has advised that many cost savings initiatives have been implemented to stay within the adopted budget, however, additional appropriations are needed due to the overwhelming disparity between the projected and adopted budget and escalating overtime related to inmates with medical and mental issues, and

WHEREAS, the Health Services contract was renegotiated in August, 2012 and the difference in cost was higher than projected in the 2012 Adopted County Budget, and

WHEREAS, by Resolution No. 2012249 additional funds of $1.5 million were appropriated for the housing out of inmates; however, the Jail is experiencing an average of 74 additional inmates per month housed out compared to the same period last year, and

WHEREAS, additional funds, above the amended appropriations, are needed due to the unforeseen increase in the number of inmates that continue to be incarcerated with the Dutchess County Sheriff, and

WHEREAS, it is projected that the sum of $475,000 will be needed to cover these expenses through the end of 2012, and

WHEREAS, it is necessary to amend the 2012 Adopted County Budget to provide funds to meet the County's obligations for the aforesaid period, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2012 Adopted County Budget as follows:

APPROPRIATIONS		
Increase		
A.3150.1050	Overtime	$ 190,000
A.3150.4423	Health Services Inmates	50,000
A.3150.4428	Inmates Housed in Other Institutions	$ 235,000
		$ 475,000
Decrease		
A.1990.4007	General Contingency	$ 475,000

CA-235-12 ca/G-0222
11/14/12 Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ $475,000

Total Current Year Revenue
and Source

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

Identify Line Items(s): A.3150.1050: Overtime-$190,000
A.3150.4423: Health Services-Inmates-$50,000
A.3150.4428: Inmates in Other Institutions-$235,000
A.1990.4007: General Contingency

Related Expenses: Amount $ Nature/Reason:

Anticipated Savings to County:

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

Additional Comments/Explanation: The Dutchess County Jail projected $2,864,097 and $2,814,097 was adopted for the overtime budget A.3150.1050 line for FY 2012. The Dutchess County Jail has implemented many cost savings initiatives to stay within the adopted budget. Due to the overwhelming disparity between the projected and adopted budget, and overtime escalating related to inmates with medical and mental issues, additional appropriations are needed. The Health Services contract was renegotiated via an RFP in August and the difference in cost was higher than budgeted for 2012.

The 2012 original budget request of $4.2 million was for inmates housed out in other facilities. The 2012 budget was amended in October for an additional $1.5 million. We are currently experiencing an average of 74 additional inmates per month housed out compared to the same period last year. These additional inmates translate to $235,000 above the amended appropriations for FY 2012. Therefore, the request for an additional appropriation of $235,000 for Inmates Housed Out is needed due to the unforeseen increase in the number of inmates that continue to be incarcerated with the Sheriff of Dutchess. County.

Prepared by: Spring Attaway

373

Public Safety Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*	absent	
District 1 - Town of Poughkeepsie	Doxsey		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson (VC)		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman (C)		
District 9 - City of Poughkeepsie	White		
District 12 - Town of East Fishkill	Weiss	absent	
District 23 - Town/Village of Pawling, Beekman and East Fishkill	Thomes		

Present: 10 **Resolution:** ✓ **Total :** 10 (Yes) 0 (No)

Absent: 2 **Motion:** ___ **Abstentions:** 0

Vacant: 0

2012373 AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE SHERIFF/JAIL (A.3150)

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 23 1

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2012373 AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE SHERIFF/JAIL (A.3150)

Date: 12/6/12

Discussion on Resolution No. 2012373 resulted as follows:

Roll call on the foregoing resolution resulted as follows:

AYES:	23	Amparo, Bolner, Borchert, Doxsey, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Miccio, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Weiss, Wilkinson, White
NAYS:	1	Tyner
ABSENT:	1	Horton

Resolution adopted.

Budget, Finance, & Personnel

RESOLUTION NO. 2012374

RE: RATIFYING THE 2010-2013 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY LOCAL 814

Legislators BORCHERT, FLESLAND, PERKINS, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, the negotiating teams for Dutchess County and the Dutchess County Unit, Local 814 of the CSEA have negotiated, subject to ratification, a proposed collective bargaining agreement regarding the terms and conditions of employment for the bargaining unit for the years 2010 through 2013, and

WHEREAS, the proposed agreement is attached hereto and made a part hereof, now therefore, be it

RESOLVED, that the proposed agreement between Dutchess County and the Dutchess County Unit, Local 814 of the CSEA, in substantially the same form as attached hereto, be and the same is hereby ratified, and be it further

RESOLVED, that the County Executive be and he hereby is authorized and empowered to execute and deliver the agreement on behalf of the County.

CA-247-12
ADR/kvh/
P-1146
12/7/12
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total ~~Current Year~~ 2013 Cost $ 600,000 (net to county)

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):

2013 Budget: Line A.1310.1010.1030 - Finance.Positions.Temp Help

Related Expenses: Amount $ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

The 2013 budget includes $1.2 million in line A.1310.1010.1030-Finance.Positions.Temp Help to pay for two $500 off schedule bonus payments for CSEA and Confidential employees. The first $500 bonus check will be issued in March 2013 and the second $500 bonus check will be issued in December 2013. This cost is offset by a reduction of $656,000 in Dental costs as agreed on with CSEA for a net to county impact of $544,000 in 2013.

Prepared by: Valerie J. Sommerville, Budget Director

AGREEMENT

BY AND BETWEEN

DUTCHESS COUNTY

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

LOCAL 1000, AFSCME, AFL-CIO

CSEA

Dutchess County Unit
Dutchess County Local 814

January 1, 2010 – December 31, 2013

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THIS AGREEMENT, made this _____ day of_____, 2006 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 CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814, having its principal place of business at 143 Washington Avenue, Albany, New York 12210 (hereinafter referred to as the "Union").

W I T N E S S E T H :

WHEREAS, it is the desire of the parties to this Agreement to negotiate collectively with regard to hours of work, wages, and working conditions in order to (a) promote a harmonious and cooperative relationship between government and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interest of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion, now, therefore, it is mutually agreed by and between the parties as follows:

ARTICLE I
Definitions

The following words and terms as used in this Agreement shall have the following meanings:

"Anniversary Date" means the date on which an Employee is hired.

"Adjusted Benefit Date," means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

"Adjusted Longevity or Increment Date," means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects the eligibility dates for increment or longevity awards.

"County" means the County of Dutchess, and its units of government including Dutchess Community College.

"County Executive" means the chief executive officer of the County, as that office is defined and established in Article III of the Dutchess County Charter, and the President of the Dutchess Community College, as defined and established pursuant to Article XXXI of the Dutchess County Charter, or their designees.

"Employee(s)" means a member of the work force of the County of Dutchess who is duly appointed to the titles set forth in Appendix "A", annexed to and made a part of this Agreement.

"He" means she, pursuant to Section 22 of the General Construction Law.

"Union" means the Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO, Dutchess County Unit, Dutchess County Local 814.

"Unit" means any department, office or division of County government as defined in the Dutchess County Charter or Administrative Code.

"Unit Head" means an officer or employee of the County charged with the responsibility of managing a Unit of County government, and includes a duly appointed designee where appropriate.

ARTICLE II
Recognition

Section 1. Representation

The County agrees that the Union shall be the sole and exclusive representative of all Employees described in Article III for the purpose of collective bargaining and grievances for the maximum period stipulated by the Public Employees Fair Employment Law. For the purpose of representation, the County shall limit access to County property only to representatives of the Union, except where required by law.

Section 2. Membership Dues

The County shall deduct from the wages of Employees and remit to the Union regular membership dues and such other Union insurance charges as may be mutually agreed upon by the County and the Union for those Employees who sign an authorization form permitting such payroll deductions.

Section 3. Agency Shop Fee

The County shall deduct from the wages of each Employee hired by the County who is not a member of the Union, an agency shop fee in accordance with the provisions of Section 208(3)(b) of the Civil Service Law. Such agency shop fee shall be deducted from the wages of such Employee within the first full payroll period after his date of employment. Agency shop fees shall be deducted and paid pursuant to the same procedures used in Section "2" of this Article, except that the County will separately designate, at the time of deduction, membership union dues and agency shop deductions.

The Union shall establish and maintain the following procedures providing for the refund to any Employee demanding the return of any part of the agency shop fee deductions which

represent the Employee's pro rated share of the expenditures by the Union in aid of activities or causes only incidentally related to the terms and conditions of employment:

(a) An annual amount of 3% of the dues or agency shop fee paid by an individual shall be appropriated by the Union for political or ideological purposes. Any dues paying member of the Union or person paying an agency shop fee who objects to the appropriation of this portion of their payment for political or ideological purposes unrelated to collective bargaining shall have the right to object to such appropriation. An objector shall file written notice by registered or certified mail of his objection with the Union's State Treasurer during the month of each year so designated by the CSEA, Inc. Upon receipt of such objection, the Union's State Treasurer shall remit to the objector 3% of the dues or agency shop fee paid by the objector during the past 12 months.

(b) Any person paying an agency shop fee who asserts that the Union is expending more than the amount referred to in paragraph (a) for political or ideological purposes may file a claim for such additional sum with the Union's State Treasurer by registered or certified mail.

Section 4. No Strike Affirmation

The Union affirms that it shall not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. It is further expressly agreed that the pledge herein recited is an essential element of consideration for this Agreement.

ARTICLE III
Collective Bargaining Unit

Section 1. Definition of Unit

The County agrees that the Union is the sole and exclusive negotiating representative for the Employees of the County who are duly appointed to the titles listed in Appendix "A" annexed hereto and made a part of this Agreement.

Section 2. Modification of Unit

The definition of Unit may be modified during the term of this Agreement as follows:

(a) By operation of law, when (i) a title is abolished, or (ii) a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law, and the changed title is not deemed to be managerial or confidential.

(b) By mutual agreement of the parties, pursuant to Article 14 of the Civil Service Law, when (i) a new title is created by the County pursuant to a classification proceeding authorized by Section 22 of the Civil Service Law, or (ii) when a title is changed pursuant to a

reclassification proceeding authorized by Section 22 of the Civil Service Law and the changed title is deemed to be managerial or confidential.

Section 3. Amended Appendices

Updated Appendices "A" indicating modifications of the Unit as authorized above shall be provided by the County to the Union on a quarterly basis.

ARTICLE IV
Compensation

Section 1. Supporting Documents

The salary schedule is annexed hereto as Attachment "A". (To be attached)

Attached hereto and made a part hereof are the following documents:

(a) Annual Salary Job Group Allocations (Appendix "B");

(b) Annual Salary Schedule for 2009 (Appendix "C");

(c) Annual Salary Schedule for 2010, 2011, 2012 and 2013 (Appendix "D.1");

(d) Longevity Schedule (Appendix "D.2");

(e) Beeper Compensation Schedule (Appendix "D.3");

(f) Rules for Administration of the Salary Plan (Appendix "E").

Both parties agree to adopt these documents as part of this Agreement in the manner set forth below.

Section 2. Salaries

(a) The salary schedule for 2010, 2011, 2012 and 2013 (Appendix "D.1") reflects a 0 percent increase over the 2009 salary schedule.

(b) Notwithstanding the above, effective January 1, 2013, Employees on the payroll January 1, 2013, shall receive a FIVE HUNDRED and 00/100 ($500.00) DOLLAR one-time bonus, not added to base, which bonus shall be paid no later than March 31, 2013. Employees on the payroll August 1, 2013, through October 1, 2013, shall receive a FIVE HUNDRED and 00/100 ($500.00) DOLLAR one-time bonus, not

added to base, which shall be paid no later than December 15, 2013, provided, however, that ten (10) month employees at Dutchess Community College on the payroll September 1, 2013, through November 1, 2013, shall also be eligible for the FIVE HUNDRED ($500.00) DOLLARS one-time bonus.

(c) The parties agree that if the County negotiates a Collective Bargaining Agreement with another union that receives a wage increase greater than what is contained in the Agreement herein, the County agrees to reopen negotiations with CSEA. This reopener shall not apply to 2010 of the existing contract with DCSEA and shall not apply to either a negotiated Agreement with the PBA or an Interest Arbitration Award rendered on behalf of the PBA or any collective bargaining agreement with Dutchess Community College.

Section 3. Shift Compensation

A work day will be broken into three shift periods and Employees working other than the daytime (first) shift shall receive additional compensation as noted below. All shift hours which overlap two designated shift periods will be recognized for pay purposes to be within that shift period wherein over 60% of the working hours are set.

(a) First shift - 6:00 a.m. to 6:00 p.m. - the base rate established by the salary plan.

(b) Second shift - 6:00 p.m. to 12:00 p.m. - the base rate established by the salary plan for first shift personnel, plus 5%.

(c) Third shift - 12:00 midnight - 6:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 10%.

Section 4. Emergency Call-back Pay

An Employee called to come to work and who actually arrives at his worksite 4 or more hours before his regular work shift, shall be guaranteed a minimum of 3 hours pay plus actual travel time to and from work for all travel within Dutchess County. Travel time outside Dutchess County shall not be compensated. As much of the 3 hours as the Employee is required to work shall be considered overtime hours and shall be compensated at time and one half; the remainder, if any, of the guaranteed 3 hours and travel time shall be considered straight time and compensated as such. Unworked time shall be paid on a first shift basis. The following standards shall apply to emergency call-back situations:

(a) When an Employee is at work and requested to come back to work at a later time or date, this shall be considered pre-scheduled overtime and shall be compensated at regular overtime rates and not treated as emergency call-back.

(b) When an Employee is requested after the end of his regular shift (i.e. after he has punched out for the day) to come back to work prior to his next regular shift, he shall be compensated pursuant to the emergency call-back clause.

(c) When an Employee is ordered or requested to remain at work and work beyond his regular shift, this shall be construed as continuous overtime and shall be compensated at regular overtime rates.

(d) When an Employee is ordered to perform mandatory overtime on a non-continuous basis, that is to say if there is an interruption or break between the Employee's regular shift and the performance of the mandatory overtime and the Employee receives less than 12 hours notice, then this shall be treated as emergency call-back and shall be compensated pursuant to the emergency call-back clause of the agreement.

(e) Notwithstanding anything to the contrary set forth herein, if an Employee works from a vehicle as part of his job duties, that time shall be considered as time worked and compensated at time and one-half. He shall not, however, receive any additional travel time payments.

Section 5. Increments

(a) Increments based upon the annual step increment structure, as reflected in Appendices "D.1", shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "6" of this Article IV. Employees will receive their increments effective on their adjusted increment date.

(b) If an increment is denied, the Unit Head shall review the Employee's performance during the subsequent 6 months to determine if the increment should be implemented at the end of that period. The subsequent decision shall not be subject to the grievance procedure.

(c) During the 6 month period subsequent to an increment award, if the Employee's performance diminishes to an unsatisfactory level, a Unit Head must follow the following procedure to reverse the increment award: The Employee must be advised of a performance deficiency in writing and given time to correct it. Subsequently, the Employee must be given formal counseling and be advised of his right to have a Union representative present at the counseling session. Increment reversal must be submitted to the Labor Management Committee and will become effective the first pay period following the approval of the Dutchess County Commissioner of Personnel.

Section 6. Annual Performance Appraisal

(a) The parties recognize that the County has implemented a comprehensive annual performance appraisal system. This system will be used as the basis for award or denial of increments, longevities, promotions, and other formal personnel action.

(b) During the term of this Agreement, the parties agree to discuss the development of more refined wage administration and performance appraisal systems.

Section 7. Longevity Payment

(a) Longevity payments after 10, 15, 20, 25 and 30 years of service and prospectively after 35 years of service as further provided in paragraph "e" below shall be paid as set forth on Appendix "D.2" to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "6" above. If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent 6 months to determine if the longevity shall be implemented at that time.

(b) Effective January 1, 2013, there shall be a (35) thirty-five year longevity which shall be paid prospectively and pro-rated from said date with no retro-active payments.

(c) Employees will receive their longevities effective their adjusted longevity date.

(d) Employees hired on or after February 1, 1987 shall not receive longevity payments for 25 and 30 years of service.

(e) Effective January 1, 2013, there shall be a thirty-five (35) year longevity which shall be paid prospectively and pro-rated from said date with no retro-active payments.

Section 8. On-Call Pay/Beeper Pay

(a) Employees who are required to carry a beeper and be available to respond on a 24-hour basis to job-related emergencies or urgent situations shall be compensated for each week of on-call assignment. A week of on-call assignment commences at 12:00 a.m. Saturday and ends on 11:59 p.m. Friday, 7 days later, unless alternate arrangements are made with the Unit Head.

(b) Compensation shall be based on the Employee's grade and frequency of on-call assignment as described in the Beeper Compensation Schedule (Appendix "D.6"). Compensation shall only be made when Employees are actually scheduled to be on-call. Employees who are required to carry a beeper and be available to respond on a 24-hour basis to job-related emergencies or urgent situations for less than a full week shall be compensated on a pro-rated basis.

(c) Employees may request beeper pay to be compensated as straight time compensatory time. The approval or denial of the Employee's request shall be in the sole discretion of the Unit Head. Full time Employees shall receive either seven or eight hours of straight time compensatory time, consistent with the basic workday of their title as defined in Article V, Section 1(a), for each full week of beeper pay. Employees may not either split a week of on-call pay between payment and straight time compensatory time nor earn straight time compensatory time for partial weeks of on-call pay. If straight time compensatory time is granted, it must be taken within 6 months of the date earned or it shall be converted to sick leave. The provisions in paragraph (c) will not be subject to the grievance procedure.

Section 9. Recoupment

Recoupment for overpayment or other reasons shall be made in accordance with the Stipulation of March 12, 1998, at the rate of $50.00 per payroll instead of $40.00 per payroll. See

Appendix "J". In addition, notwithstanding anything to the contrary contained in Appendix "J", an Employee may request a repayment amount in excess of $50.00 per payroll.

ARTICLE V
Workday And Work Week

Section 1. Basic Workday and Work Week

(a) Full time Employees. The basic work week for office personnel is 35 hours per week, 7 hours per day, Monday through Friday. The basic work week for all other Employees is 40 hours per week, 8 hours per day, Monday through Friday.

(b) Part time Employees. The basic work week for part time Employees is one half the basic work week for full time Employees.

(c) Split Shift. No Employee will regularly be required to work a split shift.

(d) Non-Continuous Overtime. A Unit Head may direct an Employee to work in excess of 35 hours per week on a non-continuous basis provided the Employee is advised of the additional hours at least 12 hours in advance and given a specific time and date to report. Any hours worked between 35 and 40 hours shall be compensated on a straight time basis. Hours worked beyond 40 hours shall be compensated at time and one-half rates. These additional hours worked are not subject to compensation pursuant to Article IV, Section "4" Emergency Call-back Pay.

Section 2. Office Hours

Excluding legal holidays, all offices shall be open for the transaction of business from 9:00 a.m. to 5:00 p.m., Monday through Friday.

Section 3. Working Hours

In those Units where it is necessary to conduct certain functions or operations on a 24-hour basis daily or on other than a first-shift basis, the working days and hours of an Employee may be established by the County Executive. Should the County Executive determine in the future that it is necessary to operate a Unit on a 24-hour basis daily or on other than a first-shift basis, the impact of such determination on the affected Employees and their terms and conditions of employment shall be negotiated between the County and the Union.

Section 4. Record of Attendance

Daily time records, in form determined by the County, showing actual time worked, as well as all types of leave and vacation time earned by each Employee, will be maintained by the County.

Section 5. Flex Time

(a) A full-time Employee may submit a written flex time proposal on his behalf to the Unit Head. If the Unit Head and the Employee agree to a flex time proposal, it will be channeled through the Personnel Department to the Labor Management Committee for its review and recommendations prior to implementation.

(b) If the Unit Head denies the proposal, he shall submit the proposal and his response to the Labor Management Committee. The Labor Management Committee will review the proposal and make recommendations to the Unit Head. Upon its request, the Unit Head will submit the basis for his determination and/or the Employee will submit additional information to the Labor Management Committee to assist it in its review. All recommendations shall be advisory and non-grievable and not otherwise subject to administrative or judicial challenge. Recommendations must be supported by a majority of the full membership of the Committee.

(c) Flex time requests shall not be unreasonably denied.

Section 6. Alternate Work Week Program

(a) Due to the demonstrated need of titles in the Probation Officer series in the Department of Probation and Community Corrections to work outside the normal office hours set forth in Section "2" above, the County and the Union agree to develop an alternate work week program in accordance with a separate stipulation between the parties. Only the titles in the Probation Officer series shall be included in the program. The program will be for a 6-month period, after which it shall be reviewed and any further changes negotiated between the County and the Union. The County shall have the right to discontinue the program with 30 days' notice. Should other departments develop a need to work outside the normal work week, on a consistent basis, they may submit their requests in writing to the Labor Management Committee.

Section 7. Shared Positions

(a) A Unit Head may establish shared positions in which two Employees share the work hours of a single position. In his discretion, a Unit Head may establish work schedules for shared positions, which, in the aggregate, are less than full time hours. He may assign those hours unequally. Combined work schedules, however, shall not exceed full time hours for the position without the prior approval of the Unit Head. The designation or elimination of a shared position by a Unit Head shall be subject to approval by the Commissioner of Personnel and that decision shall not be subject to a contract grievance. Incumbent full-time Employees must consent if they are reassigned to a shared position.

(b) Employees in shared positions shall be deemed hourly Employees for the purposes of this Contract and shall be paid and receive such benefits as provided for in Article X Section 13(b), (c) and (d) of the Collective Bargaining Agreement.

(e) An Employee in a shared position may elect to receive health insurance and shall contribute towards the premium cost of the applicable health insurance plan through payroll deductions. Notwithstanding any other Contract provisions to the contrary addressing Employee contributions for health insurance, an Employee in a shared position with an adjusted benefit date

before July 1, 1979 shall contribute 50% towards the premium cost of the applicable plan and an Employee with an adjusted benefit date on or after July 1, 1979 shall contribute 60% towards the premium cost of the applicable plan.

(f) Employees in shared positions shall not be eligible for optical insurance but shall be eligible for dental insurance as provided in Article VIII, Section 3, and shall contribute for dental insurance as provided in Article X, Section 13(e) and 13(f).

(f) The Dutchess County Policies and Procedures Manual, Section 7, Policy Number 1, pages 1 through 2 dated 11/1/93 shall be revised to reflect the changes set forth above.

ARTICLE VI
Overtime

Section 1. Straight Time, Compensatory Time, and Time and One-Half

(a) Office Employees. Except as otherwise provided in this Article, office personnel shall be compensated at straight time rates or receive straight time compensatory time for hours worked between 35 and 40 hours per week. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.

(b) Office personnel who work over 40 hours per week shall be compensated at the time and one-half rate or receive time and one-half compensatory time. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.

(c) Other Employees. Except as otherwise provided in this Article, overtime for all other Employees is defined as all hours worked in excess of 40 hours per week. Overtime shall be compensated at the time and one-half rate and shall be granted in pay or time off, in the discretion of the Unit Head, taking into consideration the Employee's needs.

(d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.

(e) If compensatory time is granted, it shall be taken within 6 months of the date earned or it shall be paid to the Employee in the first payroll period of the seventh month.

(f) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Unit Head.

(g) Upon the death or separation of an Employee, the Employee's estate or the Employee shall be paid for all unused accumulated compensatory time.

Section 2. Excluded Titles

(a) The County and the Union agree to review titles to be excluded from the overtime provisions of the Fair Labor Standards Act. Titles mutually agreed upon are set forth in Appendix "F", which is annexed to and made a part of this Agreement, and which may be modified upon mutual consent. Titles on which the parties cannot agree shall be sent to the United States Department of Labor for a determination, which determination shall be binding. New titles allocated to the same or a higher salary grade as a result of the reclassification or reallocation of current excluded titles shall remain excluded from the overtime provisions of the Fair Labor Standards Act. Appendix "F" shall be amended accordingly.

(b) Any titles which are excluded from the overtime provisions of the Fair Labor Standards Act shall be paid at straight time rates or receive straight time compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs, for all hours worked beyond 35 hours per week. If straight time compensatory time is awarded, it will be treated as provided in Section 1 above.

Section 3. Hourly Rate Computation

The hourly rate for salaried Employees shall be computed by dividing the Employee's annual salary by the number of work hours in the year.

Section 4. Holiday Work

(a) An Employee who is required to work on a holiday shall be paid at the rate of time and one half the hours worked. At the discretion of the Unit Head, taking into consideration the Employee's needs, an Employee may either be paid his normal day's pay for the holiday or receive another day off, which will be known as an alternate holiday.

(b) If the alternate holiday is granted and an Employee is subsequently required to work on his alternate holiday, he shall be:

(i) Paid on a straight time basis, unless the alternate holiday hours combined with his regular worked hours for that week exceed 40 hours. All time over 40 hours shall be compensated at the time and one-half rate.

(ii) Paid according to the provisions under Emergency Call Back if he is required to work with less than 12 hours notice.

(iii) Allowed to cancel his scheduled alternate holiday and take it at a later date.

(c) The alternate holiday shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

Section 5. In Lieu Day

Should a holiday fall on an Employee's normal day off, he shall be granted some other day off with pay in lieu of the holiday. For compensation purposes, the in lieu day shall be considered the legal holiday. The in lieu day shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

Section 6. Work Week Computation

For the purpose of determining whether an Employee is entitled to overtime pay, an unworked holiday, approved paid leave, or unworked compensatory time in an Employee's normal work week shall be considered as time worked.

Section 7. Overtime Pay Rate

Overtime shall be paid at the rate for the shift on which the Employee actually works the overtime.

Section 8. Distribution of Overtime

Overtime shall be rotated on an equitable basis among all qualified Employees within each Unit consistent with the most efficient operation of the Unit.

Section 9. Change of Work Hours

The County will not arbitrarily change the working hours of any Employee for the purpose of evading the overtime provisions of this Agreement.

ARTICLE VII
HOLIDAYS, VACATIONS, LEAVES

Section 1. Holidays

(a)

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(b) When a holiday falls on a Sunday, Employees will be entitled to the Monday immediately following for such observance. When a holiday falls on a Saturday, Employees will be entitled to the preceding Friday for such observance.

(c) Holiday observance at the Dutchess Community College shall be in accordance with this Article, except that holidays shall be scheduled by the College to coincide with the academic schedule.

(d) For those job classifications required to work on a 7 day schedule, Employees will observe all holidays on the actual date of the holiday.

Section 2. Vacations

(a) All Employees shall earn quarterly paid vacation on their adjusted benefit date based upon completion of each quarter year of continuous employment as noted below.

Days Earned Per Quarter of Continuous Employment				
During	First Qtr.	Second Qtr.	Third Qtr.	Fourth Qtr.
1st year	0	3	3	4
2nd – 5th	2	3	2	3
6th – 11th	3	4	4	4
12th – 15th	4	5	4	5
16th – 20th	5	5	5	5
21 years & over	6	6	6	7

(b).Unit Heads, in their discretion, will schedule vacation time taking into consideration the following factors: (i) Request of the Employee; (ii) Needs of the Unit and (iii) Seniority.

(c) An Employee may utilize vacation credits in minimum units of one hour. Employees shall be allowed to accrue vacation credits up to an amount not to exceed 45 days; accruals exceeding that limit shall be forfeited.

(d) Employees shall retain any earned vacation benefits if they transfer between Units within the County.

(e) Upon death, retirement or separation from the County in good standing, Employees will be paid the monetary value of accumulated unused vacation time in an amount not to exceed the maximum as specified in subdivision (c) above. If an Employee dies while employed by the County or retires from service on other than his adjusted benefit date, the County shall pay the pro-rated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (c) above.

Section 3. Sick Leave

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose of this Section, immediate family means an Employee's husband, wife, children, mother or father. Sick leave will be accrued for an Employee at the rate of 1 day for each month of continuous employment with unlimited accumulation. Sick leave may be taken in minimum units of one hour. The Unit Head may, in his discretion, require confirmation of the use of sick leave and its purpose from the Employee.

(a) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 1 hour after the Employee's normal time for reporting to work. In the event that the absence of an Employee would necessitate that a substitute be called in, the Unit Head may require earlier notification. However, in no case will an Employee be required to report sick leave more than two hours prior to the start of his work day. Sick leave will not be paid if the Employee fails to provide notice as set forth above.

(b) Before absence for personal illness or disability in excess of two continuous days may be charged against accumulated sick leave credits, a Unit Head may require proof of illness or disability. A Unit Head may also require that an Employee be examined at County expense by a physician designated by the County. However, where an illness is of a "very personal nature", the County will accept and pay for an examination by the Employee's personal physician.

(c) If an Employee has used 6 days of sick leave during the course of a 12 month period, a Unit Head may require the aforementioned proof or examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness shall be required for a 6-month period from the last used sick day, if the Unit Head provides written notice that the Employee has exceeded the above limitation.

(d) A Unit Head may require that an Employee who has been absent because of personal illness or disability be examined by a County designated physician prior to his return to work. Said examination shall be scheduled and performed within 10 working days after the Unit Head receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. This examination will be paid for by the County and is intended to establish that the Employee is not disabled and can perform his normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.

(e) When an Employee changes Units within the County service, his accumulated sick leave credits shall be transferred with him.

(f) If an Employee's service with the County is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to County service in a permanent position within one year of his resignation, any sick leave credits cancelled at the time of resignation will be reinstated.

Section 4. Personal Leave

The purpose of personal leave is to permit Employees to attend to personal affairs that cannot be accommodated during non-working hours. Each Employee shall be entitled to four personal leave days during each year.

(a) Personal leave may be taken in minimum units of one hour.

(b) Prior approval of personal leave must be obtained from the Unit Head. Approval or denial of personal leave shall be based upon the needs of the Unit for the services of the Employee. The nature of the Employee's personal business shall not be a factor.

(c) For presently serving Employees, four days personal leave shall be earned each January 1st. For new or reinstated Employees, personal leave days shall be earned on the date of employment on a pro-rated basis from the date of employment through December 31st of that year.

(d) Unused personal leave hours shall be added to the accumulated sick leave of each Employee at the end of each year.

(e) When an Employee moves between Units within the County service, his accumulated personal leave credits shall be transferred with him.

Section 5. Leave for Civil Service Examination; Interviews

Upon the request of an Employee, a Unit Head shall grant leave with pay for the purpose of taking a civil service examination, provided that the examination is for employment with the County and also cannot be scheduled during non-working hours. This Section shall apply to written, oral and performance tests, physical examinations and reviews. Employees called for an

interview for possible inter-departmental transfer within the County service or an exit interview prior to leaving County service will be allowed time off with pay for such purpose.

Section 6. Leave for Court and Jury Attendance

When an Employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

Section 7. Military and Other Leaves Required by Law

A Unit Head shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law.

Section 8. Workers' Compensation Leave

(a) An Employee who is absent from work because of occupational injury or disease, which results in an award of workers' compensation, shall be entitled to leave with full pay for the waiting period, which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of employment, then the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the County by the Employee. A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the County and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, a Unit Head may require proof of the nature of the occupational injury or disease and proof of the Employee's inability to return to work during this initial period. In addition, a Unit Head may require a physical examination, paid by the County, as a condition precedent to the Employee's return to work. Should the examination not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. The purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees. An Employee on workers' compensation leave as approved by the Workers' Compensation Board shall not be deemed off the payroll for the purpose of the definition of the terms adjusted benefit, increment or longevity dates as set forth in Article I hereof.

Section 9. Leaves of Absence Without Pay

The County Executive may, upon recommendation of a Unit Head, authorize a leave of absence, without pay, for a specified period of time not to exceed one year. All such leaves may, with the concurrence of the County, be terminated prior to their expiration.

Section 10. Child Care Leave

Upon request, on the birth or adoption of a child Employees are entitled to leave without pay for child care for a 6 month period. This leave may be extended for an additional 6 month period upon the recommendation of the Unit Head and approval of the County Executive. When both parents are County employees; the leave may be split into two (2) separate non-concurrent time blocks.

Section 11. Emergency Fire/Disaster Leave

Leave with pay shall be provided to duly appointed volunteer firefighters or members of volunteer ambulance rescue squads who must leave their jobs for an emergency, at the request of the commanding officer of the unit, or who are late for work because of involvement in a fire or rescue operation.

Section 12. Bereavement Leave

Effective on the date of final ratification, an Employee shall be granted five (5) consecutive working days off with pay at the time of death of an Employee's spouse, parent, or child. An Employee shall be granted three (3) consecutive working days off with pay at the time of death of an Employee's grandchild, grandparent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parent, step-child, step-brother or step-sister. Effective on the date of final ratification an Employee shall be granted one (1) working day off with pay at the time of death of an Employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law.

ARTICLE VIII

Health Insurance; Dental; Optical; Retirement And Disability Insurance Plans

Section 1. Health Insurance for Current Employees

(a) The County shall participate in a traditional indemnity health insurance plan for the benefit of its Employees and their families known as the Dutchess County Government Employee Health Benefit Plan, a self-insured plan. This plan shall provide coverage which is the same as the coverage provided by Empire Blue Cross/Blue Shield of Northeastern New York as it existed on December 31, 1989, including hospitalization and a major medical plan; however, such coverage shall be modified pursuant to subdivision (f) hereof as the parties have previously agreed through implementation of cost containment measures arising from the Health Insurance Advisory Committee. Effective January 1, 2003 the Plan co-pay for its preferred provider network shall increase from $12 to $15; shall reimburse up to twenty (20) mental health outpatient visits per year, forty (40) per life time, with 50% co-payment with a UCR maximum of $125.00; and shall cover physicals with a maximum UCR of $200.00 and birth control pills through a mail order program when medically necessary. The County shall provide the Union with 60 day's written notice of its intention to change to a health insurance carrier or thereafter to change health insurance carriers. Included in the notice will be all relevant information available

concerning the proposed new carrier. Effective January 1, 2007, or as soon thereafter as is practicable, the County shall replace the Dutchess County Government Employee Health Benefit Plan with the New York State Health Insurance Program – the Empire Plan.

(b) As an alternative to the health insurance plan set forth in subdivision (a) above, the County shall offer Employees the right to participate in certain health maintenance organizations, including:

(i) Capital District Physicians' Health Plan (CDPHP) Co-15, Mohawk Valley Physicians (MVP) Co-15 Plus, GHI HMO Select (GHI) Co-Plan 15.

(ii) Effective January 1, 2007, or as soon thereafter as practicable, CDPHP Co-15 and GHI CO-Plan 15 shall be discontinued.

(iii) Effective January 1, 2007, MVP Co-20 Plus in place of Co-15-Plus.

(c) The County shall contribute the following amounts towards the premium cost of the applicable health insurance plan set forth in subdivisions (a) and (b) above:

(i) For Employees with an adjusted benefit date prior to July 1, 1979 – 95% towards the premium cost of the applicable plan.

(ii) For Employees with an adjusted benefit date on or after July 1, 1979 but before January 1, 2007 - 85% of the premium cost of the applicable plan.

(iii) For Employees with an adjusted benefit date on or after January 1, 2007, – 80% of the premium cost of the applicable plan for the first ten (10) full years of employment. Commencing on the Employees' eleventh (11th) year of employment, the County shall contribute at the same rate as for those Employees referenced in (ii) above.

(iv) Effective January 1, 2007, an Employee's health insurance contribution rate shall not be increased as a result of a change in his or her adjusted benefit date provided that Employee has remained continuously employed (no separation from employment followed by subsequent re-employment) by the County.

(v) Employees shall contribute the balance in 24 equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.

(d) The County reserves the right to review health insurance for double coverage due to other family members being employed. An Employee who is eligible for health insurance coverage through the County and another public or private employer must elect coverage under only one of those plans. The Employee may have individual coverage for himself or family coverage for himself and some or all of his family under either plan, but the Employee may not have coverage for himself or any family member under both plans. Employees must fully cooperate with the County in implementing this provision.

(e) All Employees appointed to permanent budgeted positions working at least 17 1/2 hours per week with an expected term of employment of at least 6 months, shall be eligible for

health insurance coverage. An application should be submitted as soon as possible after hiring. The effective date of coverage will be determined by the date of application with reference to the date of employment. If application for coverage is made during the first month of employment, the effective date will be the first day of the second month from the date of application. (See Appendix "G" for examples.)

(f) The County and the Union shall establish a Health Insurance Advisory Committee for the purpose of seeking effective and significant cost containment measures to control the rising cost of health insurance coverage. Such measures may include, but are not limited to, changing deductible and co-insurance requirements, changing health insurance carriers, seeking a health insurance administrator, and deleting or changing portions of health insurance plans. The Committee shall meet at least monthly and may bring in additional parties to assist in their review.

(g) The Health Insurance Advisory Committee shall determine if office visits shall be compensated on a usual, reasonable and customary basis and if out-of-pocket maximums for families shall be increased to a maximum of $6,000 for a three or more person family. The determination of the Committee shall be implemented.

(h) The County may, as hereinafter provided, upon sixty (60) days written notice to the Union of its intention to do so, self insure, in whole or in part, any or all of the above referenced health insurance plans or thereafter, change to a health insurance carrier, or change health insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

Section 2. Health Insurance for Retired Employees and Surviving Spouses

(a) Employees who retire from the County, are receiving retirement benefits from the New York State Retirement System and have the County retirement service credit years with County government, shall have the option to elect contributory health insurance coverage from the County based on the following schedule:

County Service Credit Years	County Share of Coverage	
	Individual	Dependent
10 - 14 years	50%	35%
15 - 19 years	60%	45%
20 - 24 years	70%	55%
25 years or more	80%	65%

(b) Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. The County will pay 50% towards the cost of individual coverage. The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.

Section 3. Dental Plan

(a) Pursuant to and in accordance with the terms of an agreement negotiated between the County and the CSEA Employee Benefit Fund, the County shall provide a non-contributory dental plan to the Employees and their families known as the Dutchess Dental Plan (E.B.F.). Effective the first quarter of 2013, or as soon thereafter as practicable, the County shall provide the dental plan in final form reviewed by CSEA E.B.F. through Guardian in place of the CSEA E.B.F. Dutchess Dental Plan which was in effect on January 1, 2012. The Parties agree the proposed Guardian Plan and the Current CSEA E.B.F. Dutchess Dental Plan, the one in effect on January 1, 2012, are comparable.

(b) All Employees appointed to permanent positions working 17 1/2 hours or more shall be eligible for dental plan coverage two (2) months following the end of the first month of their employment, provided the term of their employment is for 6 months or more.

(c) The County reserves the right to review dental insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

Section 4. Optical Plan

(a) The County shall continue to provide a non-contributory optical plan for all full-time employees and their families substantially equal to the plan presently known as "CSEA Employee Benefit Fund Platinum Plan." Effective December 1, 2011, the "CSEA Employee Benefit Fund Dutchess Plan" shall be substituted for the "CSEA Employee Benefit Fund Platinum Plan." The County is not obligated to purchase the plan from the CSEA Benefit Fund. .

(b) The County reserves the right to review optical insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

(c) All full-time Employees appointed to permanent positions shall be eligible for optical coverage two (2) months following the end of the first month of their employment provided the term of their employment is for six (6) months or more.

Section 5. Retirement Plans

The County shall continue to participate in the retirement plan provided in Sections 75-g and 41(j) of the New York State Retirement and Social Security Law, as in effect in 1973. In addition, the County shall continue to participate in a retirement plan provided in Section 60(b) of the New York State and Social Security Law. The County will offer a retirement plan pursuant to Section 75(i) of the New York State Retirement and Social Security Law, as the same was in effect in 1990.

Section 6. Disability Insurance

(a) The County shall continue to provide disability insurance through a private provider and not pursuant to the New York State Workers' Compensation Law, for all Employees on the

payroll and appointed to permanent positions with a work commitment of 6 months or more. The disability insurance plan shall provide substantially those benefits as set forth in Appendix "I."

(b) From on or about January 1996 through December 31, 1997, the County shall pay 68% (up to $5.10) per month of the premium for each eligible Employee and each eligible Employee shall pay 32% (up to $2.40) per month of the premium through payroll deduction.

(c) After December 31, 1997, the parties shall continue to share premium costs in the same proportion, provided, however, the County share shall never exceed $6.80 per month per eligible Employee. All premium costs above $6.80 per month otherwise attributable to the County shall be paid by each eligible Employee. In such event, the parties agree to reopen negotiations solely on the issue of shared premium costs for disability insurance.

(d) Eligible Employees shall be enrolled in the disability insurance plan after 1 calendar month has elapsed from the close of the calendar month in which they were hired and thereafter shall immediately be eligible for benefits.

(e) Employees may not draw disability insurance benefits for any period or disability for which they were eligible for workers' compensation benefits.

(f) Employees may use benefit time to supplement their disability payments either for any applicable waiting period or to bring payments to 100% of base salary.

(g) Benefit time used for a period covered by the disability insurance plan shall be proportionately credited to the Employee when and if the County is reimbursed for the disability payment. Benefit time shall be credited to the Employee in the same sequence and category (sick, personal, and the like) as the time taken. It shall be credited in the same proportion the dollar disability reimbursement to the County bears to the dollar benefit time payment made to the Employee. Accordingly, if the disability reimbursement to the County is less than 100% of the benefit time payment to the Employee, then the time credited to the Employee shall be proportionately less than 100% of the benefit time taken.

Section 7. Health Insurance Buy-Out.

(a) Effective January 1, 2007, or as soon thereafter as practicable, an Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buy-out for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter an Employee may continue to apply for the buyout if that Employee would otherwise be eligible for health insurance.

(b) An Employee, otherwise eligible for health insurance, may exercise the health insurance buyout by submitting an application to the County, during an open enrollment period designated by the County, along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County.

(c) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.

(d) Each Employee who exercises the health insurance buyout shall be paid $1,250.00 for an individual plan, and $2,500.00 for a family plan for the health insurance plans available pursuant to this Agreement.

(e) Payment shall be made between December 1st and December 15th of each year for the current year. If an Employee leaves County employment before December 15th, he shall receive a buyout payment pro-rated on a monthly basis for the appropriate period.

(c) An Employee who has elected the health insurance buyout may rescind that election by presenting written proof of loss of health insurance coverage to the County. The Employee shall be eligible to apply for enrollment in an appropriate health insurance plan subject to the prescribed waiting period and the applicable health insurance contribution rate for that Employee. The Employee shall not be eligible for any buyout payment for that year.

(d) Employees who elect this buyout and subsequently retire, shall have their buyout payments pro-rated on a monthly basis for the current year. . Retirees are not eligible for the buyout. As is present practice, an Employee must have been enrolled in a County health insurance plan on the date of retirement to be eligible for Retiree Health Insurance-Article VIII, Section 2.

ARTICLE IX
Tenure

Section 1. Rights of Non-Competitive and Labor Classes

(a) Permanent Employees in the non-competitive and labor classes shall be granted rights pursuant to Section 75 of the Civil Service Law upon completion of 12 months continuous and satisfactory service.

(b) Any Employee, whether in the competitive, non-competitive or labor classes, who has obtained Section 75 rights by statute or this contract, against whom removal or other disciplinary action is proposed shall, on service of charges and disciplinary proposals upon him by the County, either (i) answer and demand a hearing; or (ii) accept the removal or other disciplinary proposals contained in the charges.

An Employee who does not answer and demand a hearing within ten (10) days of service of charges and disciplinary proposals upon him and his Union, shall be deemed to have waived any right to a hearing and deemed to have accepted the removal or other disciplinary proposals sought in the charges. Service upon the Union shall be to the President at the unit CSEA office. The Union shall advise the County of any change in its address.

If service is not made on the Union, the preceding waiver shall not apply.

Section 2. Layoffs.

In the event of a layoff, non-competitive and labor class Employees shall be laid off by seniority based on first permanent appointment in the classified service with the County, followed by continuous service in the classified service with the County on a permanent basis up to the time of abolition or reduction of the non-competitive or labor class positions. Such Employees may retreat to positions they previously held on a permanent basis in the non-competitive or labor classes if the present incumbents of those positions have less seniority. Such Employees shall be recalled in order of seniority for a period of 2 years from the date of the layoff to a position in the non-competitive or labor classes which they previously held on a

permanent basis. For purposes of this Section, the layoff unit will be defined in Article "1" as "Unit" and all titles will be defined in Appendix "A".

ARTICLE X
Miscellaneous

Section 1. Merit Award Program

The County agrees to maintain a merit award program as authorized by Section 88-a of the General Municipal Law. Under the program, all Employees shall have the opportunity to offer suggestions relative to the improvement of County services and working conditions.

Section 2. Tuition Payments; Tuition Waivers

(a) The County agrees to reimburse tuition payments at Dutchess Community College, BOCES, local high school evening divisions, public secondary institutions, or at any college or university (if the course is not available at Dutchess Community College), for Employees who have taken and successfully complete job-related courses which will improve the skills of such Employees. Reimbursement shall be subject to approval of a committee composed of the County Executive, plus two members of management appointed by the County Executive and two Employees appointed by the Union. All applications for tuition payment reimbursement shall be submitted on or before dates determined by the committee, which shall meet five times annually to review and act upon such applications. During each contract year, the total of all approved tuition payment reimbursements shall not exceed $30,000.00.

(b) Beginning on December 31, 2001, the County shall offer a tuition waiver, exclusive of all fees, books, and the like, to any Employee appointed to a permanent position who enrolls in a credit course(s) for credit, on a space-available basis at Dutchess Community College. To be eligible for a tuition waiver, the employee must complete normal registration procedures as determined by Dutchess Community College.

An Employee must adhere to and abide by all academic regulations of the College.

Neither the County nor the College will have any obligation to expand class size beyond the prescribed enrollment maximums or add additional classes to accommodate a tuition waiver Employee. The parties agree that this program will continue as long as State funding for the enrolled participants is received.

Section 3. Meal Payments

The County shall provide a payment for meals for Employees working over and above a full-time workday in accordance with the following schedule:

(a) For work performed immediately following an Employee's regular or scheduled full-time workday:

(i) First complete 2 hour period - $5.75
(ii) The next succeeding complete 6 hour period - $3.50
(iii) Each succeeding complete 4 hour period thereafter - $3.50

(b) For work performed immediately before an Employee's regular or scheduled full-time workday:

(i) First complete 2 hour period - $1.80

(ii) The next preceding complete 6 hour period - $3.50

(iii) Each preceding complete 4 hour period - $3.50

(c) Emergency call-back:

(i) For each complete 4 hours period up to next workday - $3.50

(d) Prescheduled non-continuous overtime:

(i) For each complete 4 hour period - $3.50

(e) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section, shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (a), (b), (c) and(d) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

Section 4. Mileage

Employees required and authorized by their Unit Head to use their personal vehicle on County business shall be reimbursed a mileage allowance payment of 26¢ per mile, and effective January 1, 2003, the payment shall be at the IRS mileage reimbursement rate, upon submission of a voucher in acceptable form.

Section 5. Out-of-County Travel; Conference Attendance; Reimbursement

(a) Authorization by the Unit Head, subject to approval by the County Executive, of all out-of-county travel or attendance at conferences, in-service training sessions, or other meetings is required. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings, except when an Employee is directed by his Unit Head, subject to approval by the County Executive, to attend a meeting, conference or training session as a part of his job duties, he shall receive compensatory time for travel to and from the conference, meeting, or training site when such travel time is over and above his regular work day. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty days after incurrence of the expense. The County will reimburse the Employee within 30 days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee. Allowable expenses include mileage or other travel expenses, food, lodging, tolls, conference and tuition fees. Receipts for all expenses except mileage are required.

(b) Payment for meals is subject to the following limitations:

Breakfast - if departure is prior to 7:00 AM,

Lunch - if outside of County on County business between 11:00a.m. and 2:00 PM,

Dinner - if arrival at home is after 7:00 PM.

(c) Payment for meals may be made without a receipt in the following amounts:

Breakfast: $3.50;

Lunch: $5.00;
Dinner: $9.75.

(d) When an Employee is requested by a Unit Head to attend an in-county function and meals are an integral part of that function, the Employee shall be compensated for meal expenses associated with the function. The Employee shall be notified in advance of approval to attend the function and advised that compensation for meals will be made.

(e) When an Employee is assigned, as a regular part of his duties, by a Unit Head, to attend a job-related event, either in-County or out-of-County, and meals are an integral part of that event, the Employee shall be compensated for meal expenses associated with the event. The employee shall be notified, in advance, of approval to attend the event and advised that compensation for meals, subject to any restrictions designated by the Unit Head, will be made.

(f) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for the meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (b) and (c) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

Section 6. Promotion

In the filling of promotional vacancies, it is the County's policy to give primary significance to the Employee's Performance Appraisal. It is also the County's policy to give significant consideration to the length of service an Employee has given to the County, reserving to itself the right to make such promotional appointments in its own discretion.

Section 7. Uniforms, Work Clothes and Tool Allowance

(a) The County shall continue to provide protective work clothes for those positions presently identified as requiring such clothing. The County reserves the right subject to law to identify in the future other positions, which would warrant protective work clothes.

(b) The County reserves the right to require any group of Employees to wear a designated uniform. In that case, the County shall provide two sets of uniforms for winter and summer. Employees shall be responsible for every day cleaning, maintenance, and minor repair of uniforms. The County shall replace worn out uniforms or uniforms damaged beyond repair through no fault of the Employee.

(c) The County shall pay $150.00 per year to each Automotive Mechanic, Construction Equipment Mechanic I and Construction Equipment Mechanic II, to purchase new, replacement and/or additional tools for use in the course of employment.

(d) Each Airport Maintenance Mechanic II and the Airport Maintenance Supervisor shall provide, at his own expense, an appropriate set of tools, as determined by the Unit Head, for use while employed by the Department of Aviation. These tools shall be available for use during working hours and may be secured on County property upon approval of the Unit Head. Should any Employee provided tool fail during normal use, the County shall replace the tool with one of equal quality, provided the tool is not covered by an outside warranty.

Section 8. Deductions

The County will make no deductions from an Employee's wages without prior written notification as to the purpose and amount.

Section 9. Alternate Civil Service Examination Dates

The County shall arrange with the New York State Civil Service Commission to make available alternate examination dates in accordance with the policy adopted by the Commission.

Section 10. Parking

The County shall provide parking for County vehicles driven by Employees and for private vehicles when Employees are required to use them on a regular basis for County business. Regular use is defined as utilizing their personal vehicle at least 40% of the working time during a month. In cases where no County spaces are available, reimbursement will be made based on the actual cost of the parking facility where the Employee parks, to a maximum of $35.00 per month. The Employee will submit a voucher on a monthly basis, with receipts for parking and evidence of daily mileage during the month, to his Unit Head. The County will reimburse the Employee within 30 days of receipt of a voucher in acceptable form and will provide a copy of the voucher to the Employee.

Section 11. Work Locations

The County agrees to maintain or cause to be maintained, all work locations including leased work sites in a safe and sanitary condition.

Section 12. Curtailment of Services; Contracting Out

(a) Curtailment of Services. In the event the County decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment. The County will abide by the Civil Service Law and other applicable provisions of this Agreement in the layoff of competitive class Employees.

(b) Contracting Out. The County will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the County determines it has a need to contract out services that would cause the layoff of Employees, the County and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the County may proceed with such contracting out.

Section 13. Benefits and Leave for Employees Paid on an Hourly Basis

(a) Employees paid on an hourly basis include only the following:

(i) "part time Employees": all Employees regularly working at or less than half the normal work week.

(ii) "hourly Employees": all Employees regularly working more than half of the normal work week, but less than full time.

(iii) "hourly temporary Employees": all Employees appointed to temporary positions.

(b) Subject to Article IV, Section "5" of this Agreement, part time and hourly Employees shall be eligible for annual increments, provided they earned a minimum of 30% of the regular full time salary for the position every pay period of the previous year. Part time and hourly Employees shall be eligible for a longevity, provided they earned a minimum of 30% of the regular full time salary for the position each year prior to the longevity award. The hourly rate shall be computed in accordance with Article VI, Section "3" of this Agreement.

(c) All Employees paid on an hourly basis shall accrue sick days, vacation, personal days and holiday credits on a pro-rata basis. Personal days, holidays and sick leave will become available at the end of each calendar quarter to each Employee who works continuously throughout that quarter. Vacation leave will become available consistent with Article VII, Section "2" of this Agreement. If an Employee paid on an hourly basis converts to a full time annual basis, the County shall (i) credit the Employee with the respective pro-rata vacation time as defined above and (ii) place the Employee on the appropriate vacation schedule. Any holiday balances will be credited to the Employee's sick leave accruals.

(d) Employees paid on an hourly basis are also eligible for other benefit leaves in pro-rata amounts not to exceed their normal work schedule.

(e) Employees with an adjusted benefit date prior to January 1, 1991 who work a minimum of half the regularly scheduled work week shall be eligible for health insurance coverage, provided they contribute towards the premium cost pursuant to Article VIII, Section "1" of this Agreement. These Employees will be eligible for fully paid dental insurance.

(f) Employees with an adjusted benefit date after January 1, 1991 who work a minimum of half the regularly scheduled work week, but less than a full work week, shall be eligible for health insurance and dental insurance coverages. The County will contribute 50% towards the premium costs of the coverages. The balance will be paid by the part time or hourly Employee electing the coverage(s).

Section 14. Past Practice

The parties agree that the term past practice shall mean a condition of employment existing on or prior to January 1, 1982, but not addressed by the terms of this Agreement, provided to an Employee or a group or class of Employees as a matter of practice by the County. The parties further agree that there shall be no past practices created after January 1, 1982; that if a term or condition of employment is not addressed in this Agreement, it shall not be considered binding on the County.

Section 15. Employee Fitness Program.

The County agrees to pay $500.00 per contract year to an interest bearing account for the purpose of employee fitness programs. The funds shall be distributed by the Personnel Department after receipt, review and approval of written proposals from authorized Union executive committee.

Section 16. Deferred Compensation

A plan for Employee participation in a deferred compensation program has been established by the County in accordance with, and subject to all necessary procedures and approvals required by federal and state agencies. The plan shall be administered by the Finance Department according to the rules and regulations prescribed by the State of New York.

Section 17. Notice Upon Separation

Psychiatrists and other professional Employees with responsibility for treating patients shall be required to serve a notice of 20 working days to the Unit Head prior to separation from service with the County. Failure to give notice will result in an assessment of an amount equal to two (2) weeks salary as liquidated damages. Affected titles are listed in Appendix "H". Arrangements may be made to waive this requirement upon consultation with the Unit Head. New titles allocated to the same or higher salary grade as a result of the reclassification of current titles listed in Appendix H shall continue to be required to serve notice as provided in this Section. Appendix H shall be amended accordingly.

Section 18. Child Care

The County and the Union agree to form a joint committee consisting of 3 management representatives and 3 Union representatives to investigate the feasibility and the need to provide child care for County employees.

Section 19. County Vehicles

(a) Employees shall not be permanently assigned County vehicles. At the discretion of the Unit Head, Employees may be required to either utilize County vehicles or their own personal vehicles during working hours.

(b) Based on County policy, the Unit Head may temporarily assign County vehicles to specific Employees. Such assignment will not represent an entitlement to any Employee. Unassigned County vehicles shall be left on County premises during non- working hours.

(c) In the discretion of the Unit Head, Employees who are regularly assigned to be on-call may be temporarily assigned a County vehicle for use during the on-call period.

Section 20. Direct Deposit

The County will offer direct deposit for Employee paychecks, subject to the following restrictions:

(a) The implementation of this program is subject to a single Dutchess County bank, designated by the County, willing to act as an originating Depository Financial Institution for banks within the County who accept direct deposit relationships and are permitted to receive municipal deposits.

(b) The County's only responsibility shall be to comply with normal banking clearing house requirements to make paycheck funds available for direct deposit on payday mornings.

(c) Each Employee must elect direct deposit of his entire net check to a single banking institution if direct deposit option is chosen. If a problem occurs with a paycheck, it will not be corrected until the next paycheck.

(d) The County shall not be responsible for any fees or processing charges required to ensure direct deposit of paychecks. Any and all fees or processing charges will be borne by the Employee electing the direct deposit option.

(e) The County shall not be responsible for bank postings or accounting records in any Employee's account, even if an Employee changes banking options. Employees will be responsible for any charges as a result of insufficient funds or late transfer of funds.

(f) Changes to a previously elected direct deposit option may be made on a monthly basis. Changes will be effective the first full payroll period of the following month, provided the change request is received by the Finance Department by the 5th of the previous month. The County shall be responsible to ensure that Employee elected changes are sent through normal banking procedures.

Section 21. Flex 125 Plan

(a) The County will offer a Flex 125 Plan to those Employees who contribute toward their health, dental or optical insurance coverages. Employees must submit a written request to the applicable Finance Department during the open enrollment period electing the option and authorizing the County to process contributions as pre-tax deductions pursuant to the Internal Revenue Service rules and regulations. An annual open enrollment period will be designated by the County or for thirty (30) days following a change in family status as defined by the Plan Document.

(b) Future elections to a Flex 125 Plan may only be made during the annual open enrollment period; except that new Employees may elect to participate in a Flex 125 Plan at the same time they elect medical insurance coverage, which requires a premium contribution.

(c) Changes in election must be made in conformance with Internal Revenue Service rules and regulations, or the Employee will assume responsibility for any and all penalties, which may be assessed by the Internal Revenue Service.

(d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

Section 22. Flexible Spending Plan

(a) The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying costs for dependent day care, elder care and handicapped care and effective January 1, 2007, non-reimbursed medical expenses by allowing Employees to convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable dependent care and non-reimbursed medical expenses. Employees must submit a written request to the Finance Department electing the option and authorizing the County to process their contribution as pre-tax deductions pursuant to Internal Revenue Service Rules and Regulations. An annual open enrollment period will be designated by the County or for thirty (30) days following a change in family status as defined by the Plan Document.

(b) Future elections to a flexible spending plan may be made annually during an election period designated by the Commissioner of Finance, except that new Employees may elect to participate during a period specified by Internal Revenue Service rules and regulations.

(c) Changes in election must be made in conformance with Internal Revenue Service rules and regulations, or the Employee will assume responsibility for any and all penalties, which may be assessed by the Internal Revenue Service.

(d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

Section 23. One Hour Reporting Time Standard

(a) Pursuant to Section 139 of the New York State Highway Law, the County has a non-delegable duty to maintain its highway system in a safe and passable condition. It is essential to the efficient performance of this duty that any employee who participates in the performance of snow and ice control operations report to their assigned work site, especially during inclement weather (snow and ice conditions) within one hour from notice to do so. To report to work means an employee arrives at the site prepared to work and so notifies his supervisor within the designated time frame. Except under emergency or extenuating circumstances, the above-mentioned one hour reporting requirement shall apply only during the snow and ice control season.

(b) All Employees of the Department of Emergency Response shall report to their work site within one hour from notice to do so. To report to work means an employee arrives at the site prepared to work within the designated time frame.

Section 24. Defensive Driving Courses

Effective January 1, 1997, the standard and procedures set forth below shall supersede any past practice, policy, procedure or contract language of the parties to the contrary.

The County may offer defensive driving courses and require that certain Employees attend and participate as part of their job duties. Any Employee, who uses an automobile at least once a month on County business, shall be eligible for a defensive driving course when offered. Subject to available course space, each Unit Head may, in his discretion, assign certain Employees from among eligible Employees to take a defensive driving course.

The Unit Head may, in his discretion, permit other Employees who have requested permission to attend a defensive driving course but do not meet the standards set forth above, to do so subject to available course space. Such Employees may use benefit time or may attend when not scheduled to work subject to available course schedules.

Any Employee who requests a certificate of participation for his or her personal use, shall pay the administrative costs to obtain such certificate

Section 25. Alcohol and Drug Abuse Policies and Procedures

The Alcohol and Drug Abuse Policies and Procedures are set forth on Appendix "K".

Section 26. Non-Salary Reimbursements

Notwithstanding anything to the contrary, non-salary payments for reimbursements for travel, meals, uniforms and the like shall be paid through a payroll check.

Section 27. Licensed Social Worker Tuition Program

An Employee in the Case Manager Series in Children's Services in the Department of Social Services, matriculated in Adelphi University, Hudson Valley Campus, or such other institution as the County may designate, pursuing a degree to become a Licensed Master Social Worker or a Licensed Clinical Social Worker, shall be eligible for partial or full tuition payment from the County when the County, in its discretion, offers such as further set forth below.

TO BE ELIGIBLE FOR TUITION PAYMENT AN EMPLOYEE MUST:

1. Have been employed in the Case Manager Series in Children's Services in the Department of Social Services in a permanent appointment to a permanent budgeted position for at least thirteen (13) continuous months before submitting a tuition payment application.
2. Submit, and have received approval of a tuition payment application for an eligible course before enrolling in that course.
3. Have no pending disciplinary proceedings at the time of application.
4. Have a present job appraisal rating of at least fully satisfactory.
5. Work full time with a permanent appointment to a permanent budgeted position.
6. Take all courses outside of work hours.
7. Pay for all textbooks and other fees related to the degree program.
8. Maintain an overall B average for the degree program.

An Employee who has received a field placement from Adelphi University, Hudson Valley Campus, acceptable to the County, may be allowed time off from work with pay to complete some or all of that placement, provided the Commissioner or his designee determines in his sole discretion, that there is sufficient available personnel to provide appropriate staff coverage.

An Employee, who leaves the employ of Dutchess County, whether voluntarily or otherwise, within three (3) years of the date of the last tuition payment made on his or her behalf, shall have an obligation to reimburse the County for all funds previously expended for tuition and funds paid to or on behalf of that Employee for field placement as follows:

a. If an Employee leaves within one year from the date of the last tuition payment made on his or her behalf that Employee shall have a maximum reimbursement obligation of $7,000.00.
b. If an Employee leaves having completed one full year but before two full years from the date of the last tuition payment made on his or her behalf that Employee will have a maximum reimbursement obligation of $3,500.00.

c. If an Employee leaves having completed two full years but before three full years from the date of the last tuition payment made on his or her behalf that Employee will have a maximum reimbursement obligation of $1,000.00.

Notwithstanding any recoupment provisions in the Collective Bargaining Agreement to the contrary, upon termination of employment, the County may withhold an Employee's entire remaining paycheck(s) to satisfy that Employee's reimbursement obligations as set forth above. In addition, the County may deduct (recoup) any benefit time standing to that Employee's credit, which would otherwise be paid to that Employee upon separation, to satisfy that Employee's remaining reimbursement obligations as set forth above. To the extent these do not extinguish the Employee's reimbursement obligations, the Employee shall make payments as follows: $100.00 per month beginning the first full calendar month after termination of employment.

As a condition precedent to continuing in or acceptance into the Licensed Social Worker Tuition Program an Employee, otherwise eligible, must execute a waiver, as prescribed by the County, accepting the reimbursement obligations and agreeing to the methodology for reimbursement (recoupment) set forth above.

In the event the funds the County is willing to commit to this Licensed Social Worker Tuition Program, are insufficient to satisfy the requests it receives for tuition payment, it may in its discretion authorize partial tuition for some or all Employees, or may offer tuition payment to some and not others.

Determinations made by the County in implementing this Program shall not be subject to the grievance procedure.

ARTICLE XI
Grievance Procedure

Section 1. Definitions

As used herein, the following terms shall have the following meanings:

(a) "Grievant" shall mean an Employee alleging a grievance.

(b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, or a past practice as limited in Article X (14), except that decisions regarding reclassification or reallocation pursuant to Article XIV shall not be subject to the grievance procedure.

(c) "Immediate Supervisor" shall mean the Employee or officer on the next higher level of authority above the grievant in the Unit wherein the grievance exists, who normally assigns or supervises the Grievant's work and approves his time record or evaluates his work performance.

(d) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by an immediate supervisor, the Unit Head or the County Executive.

(e) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.

Section 2. Declaration of Basic Principle

Every grievant shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to elect to be represented by a person of his own choosing, at no cost to the County, at all stages of the grievance procedure. However, only designated officers or Union representatives will be released from their work site on County time to perform these duties of representation.

Section 3. Initial Presentation

(a) Grievant must present his grievance to his immediate supervisor, in writing, in accordance with paragraph (d) hereof, within 20 working days after the grounds for the grievance occur or the grievance shall be deemed time-barred and shall be rejected. In the case where the grounds for the grievance are continuing, relief may be applied retroactively only for 20 working days prior to the commencement of the grievance.

(b) The immediate supervisor shall discuss the grievance with the grievant, make such investigation as he deems appropriate and consult with his superiors to such extent, as they deem appropriate, all on an informal basis.

(c) Within five days after presentation of the grievance, the immediate supervisor shall make his recommendation and transmit same, in writing, to the grievant or his representative, and the Unit Head.

(d) The grievance shall consist of a written statement signed by the grievant containing the following:

(1) The name, residential address, and department of employment of the grievant.

(2) The name and department of employment of each other Employee or official involved in the grievance.

(3) The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.

(4) A concise statement of the nature of the grievance, the facts relating to it, including, without limitation, the time and date it arose.

Section 4. Second Stage

(a) If a grievant is not satisfied with the recommendation made by his immediate supervisor, he may, within 5 days thereafter, request a review and determination of his grievance by the Unit Head. Such request shall be made in writing and shall be served upon the Unit Head. Thereupon, and within 5 days after receiving such request, the Unit Head may request the immediate supervisor to submit a written statement of his information concerning the specific nature of the grievance and facts relating to it.

(b) The Unit Head may, and, at the request of the grievant shall, hold an information hearing within 10 days after receiving the written request and statement from the grievant. The grievant, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.

(c) Within 10 days after the close of the hearing, or within 10 days after the grievance has been submitted to him if there is no hearing, the Unit Head shall make his recommendation in writing and serve the same on the grievant, the Grievant's representative, if any, and the County Executive.

Section 5. Third Stage

(a) The grievant may appeal the recommendation of the Unit Head within 10 days after notice of such recommendation. The appeal shall be taken by submitting to the County Executive a written statement signed by the grievant.

(b) The County Executive may request the Unit Head to submit within 10 days a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Unit Head in making his decision.

(c) The County Executive shall hold a hearing within 10 days after receiving the written request for review. He shall give at least 5 day's notice in writing of the time and place of such hearing to the grievant, or the Grievant's representative, if any, and the Unit Head, all of whom shall be entitled to be present at the hearing.

(d) The hearing may be adjourned from time to time by the County Executive for a total of no more than 10 days, or by mutual consent of the parties.

(e) The County Executive shall not be bound by the formal rules of evidence.

(f) A written summary shall be kept of each hearing held and shall be provided to the Union upon request.

(g) The County Executive shall make his report in writing within 10 days after the close of the hearing. He shall immediately file his report and send a copy of the same to the grievant, or the Grievant's representative, if any, and the Unit Head. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

Section 6. Fourth Stage

If the grievant is dissatisfied with the decision of the County Executive, the grievant may within 20 working days submit any grievance under this Agreement to binding arbitration under the rules of the American Arbitration Association, at equal expense to both parties.

Section 7. Waiver or Extension of Time; Time for Discussions and Hearings

(a) The time limitations for presentation and resolution of grievances as provided herein may be waived or extended by mutual agreement of the parties involved.

(b) No employee organization other than the Union will be allowed to initiate or represent a grievant in the processing of grievances.

(c) All proceedings pursuant to this Article shall be held, to the extent practicable, during regular working hours.

ARTICLE XII
Union Rights

Section 1. Union Representatives

(a) The County recognizes the right of the Employees to designate specific representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit Employees during working hours, subject to work requirements of the County. The Union representatives shall consist of the following: 30 shop stewards and 5 officers who shall be the sole representatives of the Union authorized to carry out such duties. Only representatives designated by the Union President shall be permitted a reasonable amount of time free from regular duties to fulfill their obligations. A listing of representatives shall be given to the County Executive in January of each year and within 30 days of any change. Time required for such representation must be reported to the Unit Head on at least a weekly basis. Such representatives shall be permitted to appear at public hearings before the County Legislature.

(b) The Union President shall be allowed one-half of his normal work week to conduct Union business. The President's work load shall be reduced accordingly.

Section 2. Union Delegates

Certain representatives of the Union shall be allowed time off with pay and without charge to accumulated leave time for the purpose of attending State Union meetings. The Union shall notify the County Executive of the Employees designated as representatives. At least two weeks prior to a meeting, the Union shall notify the County Executive, in writing, of the date, time, place and purpose of the meeting, and shall identify the individual representatives for whom time off is requested. The County reserves the right to deny the time off request with regard to any individual Employee if the County determines that his presence is required for the proper functioning of his Unit. An aggregate total of 85 days shall be allowed per calendar year for this purpose.

Section 3. Union Office Space

The County agrees to provide office space within the County Office Building complex for the Union's records and for the conduct of business.

Section 4. Personnel Changes

The Commissioner of Personnel, upon receipt of the Personnel Change form will deliver one copy to the Union.

Section 5. Payroll

The County will provide the Union with a copy of the last payroll in each calendar quarter as soon as it becomes available. The County will also provide the Union with a copy of the proposed budget and adopted budget from the first printing.

Section 6. Legislative Meetings

The agenda and copies of all resolutions of the County Legislature will be forwarded to the Union office at the same time it is sent to members of the Legislature.

Section 7. Job Specifications

Upon request, the Commissioner of Personnel shall furnish to the Union president and the affected Employee a copy of his class specification and duties under the job title in which he is employed. Every new Employee shall automatically receive a copy of said specification and duties upon hiring. In the event that any class specification is subsequently changed, each Employee so affected will receive a copy of the change.

Section 8. Union Notices

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County, subject to the approval of the contents of such notices and communications by the County Executive.

ARTICLE XIII
Management Rights

The County retains the right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by Employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge Employees for cause; to hire, lay off, assign, promote and determine the qualifications of Employees; to determine the starting and quitting time and the number of hours to be worked.

The rights of the County listed above are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in the County. Any and all rights, powers, and authority the County had prior to entering this Agreement are retained by the County except as specifically and lawfully abridged, or modified by this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any County official, or in anyway reducing or abridging such authority, but this Agreement shall be construed as requiring said County officials to follow the procedures and

policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE XIV
Classification And Allocation Procedure

Section 1. Definitions

(a) (1) Classification as defined in the Civil Service Law means and includes the process by which a Class Title is assigned to a set of specified duties and responsibilities.

(2) Reclassification is the process of changing the Class Title or Jurisdictional Class (assigned to a specific set of duties and responsibilities) to another Class Title in order to better describe the assigned duties and responsibilities.

(3) Reclassification may result in a change to a different Class Title allocated to a lower job group, the same job group or a higher job group.

(b) (1) Allocation is the process of assigning a new Class Title to a salary range.

(2) Reallocation is the process of assigning an existing Class Title to another salary range in order to effect more equitable and appropriate payment for the assigned duties and responsibilities.

(3) Reallocation may result in a change to a lower or higher salary range.

Section 2. General

(a) All authorized positions covered by this Agreement shall be classified, in accordance with law, by the Commissioner of Personnel using appropriate classification techniques as recommended by the New York State Department of Civil Service.

(b) All Class Titles covered by this Agreement shall be allocated to a job group in accordance with the County's system for position allocation, the application of which shall result in each Class Title being assigned to a specific job group (salary range), subject to Legislative approval, if required.

(c) The County reserves the right to reclassify or reallocate any title, subject to Legislative approval, if required, and notwithstanding any other provisions of this Agreement.

(d) No Employee shall be employed in or appointed to any title not appropriate to the duties to be performed as defined in the Class Specification for that title and interpreted by the Commissioner of Personnel, except as provided by Section 61 of the Civil Service Law.

(e) The Commissioner of Personnel shall discuss with the Union the criteria being used for classification, reclassification, allocation and reallocation decisions. The Commissioner shall receive and give serious consideration to any and all recommendations made by the Union with respect to such criteria.

Section 3. Reclassification and Reallocation

(a) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request in writing that the Personnel Department study the duties of the Employee's position

in order to determine its proper Class Title and/or allocation (salary range). The Personnel Department shall initiate such study within 30 days of the receipt of the request, except in the event that a department-wide or occupational series-wide Classification and Allocation Survey covering the Employee's position is planned within the next 12 months. The Personnel Department shall complete an individual position review within 60 working days after the Employee submits the official form describing the duties and responsibilities to his supervisor.

(b) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request a review of a specific duty to determine whether or not it is out of title work for the Class Title presently held by the Employee. Such request shall be submitted in writing to the Employee's Unit Head and the Commissioner of Personnel. The Commissioner of Personnel shall issue a determination within 15 working days of the receipt of such request.

(c) Any County officer or Unit Head may also request a review of a position or of a specific duty assigned to a position, or may request a department-wide or occupational series-wide Classification and Allocation Survey. The Commissioner of Personnel reserves the right to initiate any survey he deems necessary notwithstanding any other provision of this Article. The Commissioner of Personnel shall notify the Union of any surveys being initiated by him. The Personnel Department shall issue notice of proposed Reclassification or Reallocation to the Employees within 6 months after the date the Personnel Department initiated the survey. Upon completion of a survey, the Commissioner of Personnel shall provide a copy of the survey to the Union within 10 days.

(d) No Employee whose salary is increased by such Reclassification or Reallocation shall have any claim against the County for the difference, if any, between the salary of the position under the old title and that of the new position under the new title for any period prior to the date such change in scale becomes legally effective.

(e) Upon the finalization and adoption of a determination made pursuant to this Article, the matter will be closed for a minimum of 12 months or until there is a substantial change in the duties and responsibilities of the position as determined by the Commissioner of Personnel.

Section 4. Reclassification and Reallocation Appeals

(a) All appeals shall be conducted by the Commissioner of Personnel in accordance with the New York State Civil Service Law and the Dutchess County Rules for the Classified Civil Service. Any Employee may appeal a determination made by the Personnel Department. Employees making such appeal may be represented by the Union or by another person of their choosing. Employees and the Union are free to present any evidence in relation to an appeal to the Commissioner of Personnel. The Commissioner shall notify Employees, at the time of Notice of Proposed Reclassification or Reallocation, of their right to appeal and of the proper procedure to make an appeal.

(b) An Employee who wishes to appeal a decision shall have 10 working days from the receipt of Notice of Proposed Reclassification or Reallocation to file a written request for such and the reasons therefor. The Commissioner of Personnel shall then schedule the appeal within 20 working days. Upon hearing the appeal, the Commissioner of Personnel shall issue his final determination within 10 working days and shall communicate such in writing to all affected parties. The final decision shall then be submitted to the Budget Director and the appropriate Legislative Committee for action at the next timely convened Legislative session.

Section 5. Effective Dates

(a) The effective date of all classifications and reclassifications shall be determined by the Commissioner of Personnel in accordance with law.

(b) The effective date of all allocations and reallocations shall be determined by the Legislature, if required by law.

ARTICLE XV
Labor-Management Committee(s)

Section 1. Labor-Management Committee

There shall be a labor-management committee consisting of 3 representatives of the County and 3 representatives of the Union who shall meet at least monthly to discuss and make reasonable effort to recommend resolution of matters of mutual interest.

Section 2. Special Labor-Management Committee

The parties agree to discuss and submit various issues to a Special Labor Management Committee. The parties further agree that any agreements arising out of the Labor Management Committee shall be implemented pursuant to the terms of the agreements and shall be included in a successor agreement.

ARTICLE XVI
Implementation

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII
Non-Discrimination

The County and the Union shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of age, sex, race, creed, color, national origin, disability, marital status or arrest records.

ARTICLE XVIII
Savings Clause

If any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

ARTICLE XIX
Scope

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices (except past practices as defined in Article X[14] of this Agreement), between the County and the Union or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.

ARTICLE XX
Duration

Except as otherwise provided herein, this Agreement shall be effective January 1, 2010 through December 31, 2013.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

COUNTY OF DUTCHESS

By_____
Marcus J. Molinaro, County Executive

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME/AFL-CIO, DUTCHESS COUNTYUNIT, DUTCHESS COUNTY LOCAL 814,

By_____
Lizabeth Piraino, President

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME/AFL-CIO

By_____
Douglas Morrison, Labor Relations Specialist

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

On this day of , 20___, before me, the subscriber, personally appeared MARCUS J. MOLINARO, to me known, who being by me duly sworn, did depose and say: That he resides at Tivoli, New York; that he is the County Executive of the COUNTY OF DUTCHESS, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to the authority of the Charter of the County of Dutchess.

_____
Notary Public

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

On this day of_____, 20__, before me, the subscriber, personally appeared **LIZABETH PIRAINO**, being by me duly sworn, did depose and say: That she resides at _____, New York; that she is the President of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

_____
Notary Public

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

On this day of _____, 20__, before me, the subscriber, personally appeared **DOUGLAS MORRISON**, being by me duly sworn, did depose and say: That he resides at _____, New York; that he is the Labor Relations Specialist of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/ AFL-CIO, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

_____
Notary Public

DO NOT USE THESE

APPENDIX A

(a) Employees duly appointed to the following titles shall be deemed members of the bargaining unit, except as provided in subsection (b) hereof.

**

TITLE

Accountant

Accounting Clerk

Accounting Supervisor I

Accounting Supervisor II

Activities Coordinator

Activities Therapy Aide

Administrative Assistant

Administrative Services Coordinator

Aging Information Services Specialist

Aging Services Aide

Airport Maintenance Mechanic I

Airport Maintenance Mechanic II

Airport Maintenance Supervisor

Alternatives to Incarceration (ATI) Worker

Assistant Civil Engineer I

Assistant Civil Engineer II (Design)

Assistant Coordinator Emergency Management

Assistant Coordinator Emergency Medical Services

Assistant Coordinator Fire Coordination

Assistant Director of Public Health Nursing

Assistant Director for Purchasing

Assistant To The Commissioner for Program Planning and Evaluation

Assistant Social Welfare Manager II

Assistant Tree Climber

Associate Public Health Sanitarian

Athletic Facilities and Equipment Attendant

Athletic Facilities and Equipment Attendant/Intramural Director

Auditor

Automotive and Equipment Mechanic

Automotive Mechanic

Automotive Mechanic Helper

Automotive Mechanic Supervisor

Automotive Parts Specialist

Billing Manager

Biostatistician

Bridge Maintainer

Bridge Maintenance Supervisor

Building Maintenance Mechanic I

Building Maintenance Mechanic II

Building Maintenance Mechanic III

Building Maintenance Mechanic I (H & V)

Building Maintenance Mechanic II (H & V)

Building Maintenance Mechanic III (H & V)

Building Maintenance Supervisor

Bus Driver

Bus Driver-Building Maintenance Mechanic I

Business Manager

Buyer

Campus Guard

Carpenter

Case Manager I

Case Manager I (Spanish Speaking)

Case Manager II

Case Manager Aide

Case Supervisor

Case Supervisor II

Chemical Dependency Counselor

Chemical Dependency Counselor Assistant

Chemistry Teaching Lab Assistant

Chief Engineer

Chief Medical Investigator-Forensic

Cleaner

Cleaning Supervisor

Clerk

Clerk (Spanish Speaking)

Clinical Unit Administrator

Communications Clerk

Communications Systems Specialist

Community Development Administrator

Community Health Nurse

Community Mental Health Aide

Community Mental Health Aide (Spanish Speaking)

Community Mental Health Counselor

Community Mental Health Nurse

Community Services Worker

Computer Operator

Construction Equipment Mechanic I

Construction Equipment Mechanic II

Construction Equipment Mechanic Aide

Construction Equipment Operator I

Construction Equipment Operator I-Mechanic

Construction Equipment Operator II

Construction Equipment Operator II-Instructor

Construction Equipment Operator II-Mechanic

Construction Equipment Welder I

Construction Equipment Welder II

Consumer Services Inspector I

Consumer Services Inspector I Trainee

Consumer Services Inspector II

Contract Specialist

Coordinator of Special Needs Services

Courier

Criminal Justice Intake Specialist

Criminal Justice Intake Specialist (Spanish Speaking)

Delivery Driver

Development and Design Coordinator

Director of Communicable Disease Control

Director of Public Health Planning and Education

Director of Services

Director of Weights and Measures B

Director of Youth Services

Dispatch Center Operations Director

Domestic Violence Outreach Worker

Electrician I

Electrician II

Electronic Equipment Repair Specialist

Emergency and Inpatient Services Specialist

Engineering Aide

Epidemiologist

Equipment Mechanic Supervisor I

Equipment Mechanic Supervisor II

Fire Instructor

G.I.S. Project Coordinator

G.I.S. Technician

Garage Superintendent

Grand Jury Reporter

Grants Program Coordinator

Graphic Designer

Graphics Specialist

Groundskeeper I

Groundskeeper II

Head Building Maintenance Mechanic

Head Cleaner

Heating and Ventilating Supervisor

Heating and Ventilating Technician

Home Delivered Meal Coordinator

Home Energy Assistance Program Examiner

Housekeeping Supervisor

Housing Coordinator

Instructional Media Control Operator

Instructional Media Services Assistant

Instructional Media Technician

Investigator (District Attorney)

Investigator (Public Defender)

Janitor

Junior Accountant

Junior Civil Engineer

Junior Planner

Junior Programmer

Junior Systems Programmer

Labor Supervisor

Laborer

Law Enforcement Coordinator (Child Advocacy Center)

Legal Secretary

Library Clerk (DCC)

Licensed Practical Nurse

Lifeguard

Line Service Attendant

Line Service Supervisor

Locksmith

Maintenance Superintendent

Mechanical Engineer

Medical Reserve Corps Coordinator

Medical Technologist

Micro Computer/Network Support Specialist

Micro Computer/Network Support Specialist (Public Health)

Micro Computer System Administrator

Micro Computer/Word Processing Specialist

Micro Computer/Word Processing Support Assistant

Micro Computer/Word Processing Support Assistant Trainee

Motor Equipment Operator

Motor Vehicle Clerk

Mortuary Technician

Nurse Practitioner

Nursing Supervisor

Nutrition Services Coordinator

Occupational Therapist

Occupational Therapy Assistant

Office Assistant

Office Assistant (Spanish Speaking)

Office Services Manager

Offset Printer

Offset Printing Machine Operator

Outreach Coordinator

Painter I

Painter II

Park Attendant

Park Maintenance Mechanic

Park Manager

Park Naturalist

Parking Lot Attendant

Payroll Clerk

Planner

Plumber

Principal Accounting Clerk

Principal Library Clerk (DCC)

Principal Motor Vehicle Clerk

Principal Program Assistant

Principal Registry Clerk

Probation Intake Worker

Probation Officer I

Probation Officer I (Spanish Speaking)

Probation Officer I Trainee

Probation Officer I Trainee (Spanish Speaking)

Probation Officer II

Probation Unit Administrator

Program Assistant

Program Assistant (Spanish Speaking)

Programmer

Programmer/Analyst

Programmer/Analyst (GIS)

Programmer/Analyst (MH)

Programmer/Analyst Trainee

Programming and Operations Supervisor (MH)

Psychiatrist I

Psychiatrist II

Psychologist I

Psychologist II

Psychologist III

Public Health Advisor

Public Health Education Coordinator

Public Health Engineer

Public Health Engineering Technician

Public Health Nurse

Public Health Nurse (Spanish Speaking)

Public Health Nutrition Coordinator

Public Health Sanitarian

Public Safety Dispatcher I

Public Safety Dispatcher II

Public Safety Dispatcher Trainee

Purchasing Agent

Quality Improvement Coordinator

Radiological Specialist

Real Property Information System Specialist

Real Property Information System Technician

Receiving Registry Clerk

Receptionist

Receptionist (Spanish Speaking)

Recreational Therapist

Recreational Therapy Assistant

Registered Professional Nurse

Registry Clerk

Rehabilitation Counselor

Rehabilitation Specialist

Reproduction Specialist

Reproduction Supervisor

Research Assistant

Research Assistant (DCC)

Resource Consultant

Right-of-Way Engineer

Road Maintainer

Road Maintenance Supervisor

Safety Coordinator

Safety Specialist

Secretary

Sector Chief

Security Guard

Senior Accountant

Senior Auditor

Senior Automotive Mechanic

Senior Campus Guard

Senior Communications Clerk

Senior Engineering Aide

Senior GIS Project Coordinator

Senior Head Cleaner

Senior Library Clerk (DCC)

Senior Office Assistant

Senior Park Maintenance Mechanic

Senior Planner

Senior Plumber

Senior Program Assistant

Senior Programmer

Senior Public Health Advisor

Senior Public Health Education Coordinator

Senior Public Health Engineer

Senior Public Health Sanitarian

Senior Public Safety Dispatcher

Senior Tax Map Technician

Senior Youth Worker

Service Center Attendant

Sign Maker

Site Manager

Social Welfare Manager I

Social Welfare Manager II

Social Welfare Specialist

Social Welfare Worker I

Social Welfare Worker II

Social Worker I

Social Worker I (Spanish Speaking)

Social Worker II

Social Worker II (Spanish Speaking)

Social Worker III

Software Specialist (CCBET)

Software Specialist (CCBET) Trainee

Solid Waste Compliance Inspector

Stock Clerk Helper

Stockroom Assistant

Stockroom Supervisor

Stop DWI/Traffic Safety Administrator

Supervising Head Cleaner

Supervising Motor Vehicle Clerk

Supervising Office Assistant

Supervising Public Health Engineer

Supervising Public Health Nurse

Supervising Registry Clerk

Supervising Social Worker

Supervisor of Athletic Facilities

Supervisor of Computer Operations

Supervisor of Grounds and Equipment

Supervisor of Nurses

Supervisor of Special Investigations

Support Services Assistant

Systems Analyst

Systems Analyst (GIS)

Systems Network Administrator

Systems Specialist (CCBET)

Tax Collection Supervisor

Tax Map Reproduction Technician

Tax Map Supervisor

Tax Map Technician

Tax Map Technician Trainee

Teaching Laboratory Assistant

Teaching Laboratory Supervisor

Telecommunications Systems Manager

Telecommunications Technician

Tire Mechanic

Title Searcher

Title Searcher Trainee

Traffic Engineer

Transportation Program Administrator

Tree Climber

Tree Maintenance Supervisor

Tree Trimmer

User Services Administrator

User Services Liaison

Veterans Counselor

Warehouse Supervisor

Waterfront Director

Welfare Management System Program Assistant

Window Washer

Youth Worker

b) Employees appointed to the titles designated in the departments set forth below shall be excluded from the bargaining unit:

- All titles in the Board of Elections
- All titles in the Sheriff's Department and Jail

- County Attorney's Office	Legal Secretary (4)
- County Executive's Office	Secretary (1)
- Mental Hygiene:	Secretary (1) Support Services Assistant (2)
- Public Works Department:	Business Manager (1) Office Manager (1) Secretary (1)
- Social Services Department:	Principal Program Assistant (1) Director of Services (1)
- Dutchess Community College:	Personnel Assistant (1) Administrative Assistant (3)

Updated November 29, 2012

APPENDIX B

TITLE	GRADE ALLOCATION
Accountant	16
Accounting Clerk	9
Accounting Supervisor I	14
Accounting Supervisor II	16
Activities Coordinator	7
Activities Therapy Aide	6
Administrative Assistant	12
Administrative Services Coordinator	14
Aging Information Services Specialist	15
Aging Services Aide	3
Airport Maintenance Mechanic I	10
Airport Maintenance Mechanic II	12
Airport Maintenance Supervisor	15
Alternatives to Incarceration (ATI) Worker	17
Assistant Civil Engineer I	17
Assistant Civil Engineer II (Design)	19
Assistant Coordinator Emergency Management	17
Assistant Coordinator Emergency Medical Services	17
Assistant Coordinator Fire Coordination	17
Assistant Director of Public Health Nursing	19
Assistant Director for Purchasing	14
Assistant To The Commissioner for Program Planning and Evaluation	18

Assistant Social Welfare Manager II	16
Assistant Tree Climber	11
Associate Public Health Sanitarian	19
Athletic Facilities and Equipment Attendant	4
Athletic Facilities and Equipment Attendant/Intramural Director	4
Auditor	16
Automotive and Equipment Mechanic	13
Automotive Mechanic	13
Automotive Mechanic Helper	9
Automotive Mechanic Supervisor	15
Automotive Parts Specialist	13
Billing Manager	14
Biostatistician	16
Bridge Maintainer	10
Bridge Maintenance Supervisor	14
Building Maintenance Mechanic I	8
Building Maintenance Mechanic II	11
Building Maintenance Mechanic III	13
Building Maintenance Mechanic I (H & V)	10
Building Maintenance Mechanic II (H & V)	12
Building Maintenance Mechanic III (H & V)	13
Building Maintenance Supervisor	16
Bus Driver	7
Bus Driver-Building Maintenance Mechanic I	7
Business Manager	14

Buyer	12
Campus Guard	7
Carpenter	13
Case Manager I	12
Case Manager I (Spanish Speaking)	12
Case Manager II	14
Case Manager Aide	7
Case Supervisor	16
Case Supervisor II	17
Chemical Dependency Counselor	14
Chemical Dependency Counselor Assistant	13
Chemistry Teaching Lab Assistant	12
Chief Engineer	18
Chief Medical Investigator-Forensic	17
Cleaner	3
Cleaning Supervisor	14
Clerk	4
Clerk (Spanish Speaking)	4
Clinical Unit Administrator	21
Communications Clerk	8
Communications Systems Specialist	17
Community Development Administrator	18
Community Health Nurse	14
Community Mental Health Aide	12
Community Mental Health Aide (Spanish Speaking)	12

Community Mental Health Counselor	15
Community Mental Health Nurse	14
Community Services Worker	9
Computer Operator	12
Construction Equipment Mechanic I	13
Construction Equipment Mechanic II	14
Construction Equipment Mechanic Aide	9
Construction Equipment Operator I	11
Construction Equipment Operator I-Mechanic	11
Construction Equipment Operator II	12
Construction Equipment Operator II-Instructor	13
Construction Equipment Operator II-Mechanic	12
Construction Equipment Welder I	12
Construction Equipment Welder II	14
Consumer Services Inspector I	12
Consumer Services Inspector I Trainee	11
Consumer Services Inspector II	13
Contract Specialist	13
Coordinator of Special Needs Services	19
Courier	6
Criminal Justice Intake Specialist	11
Criminal Justice Intake Specialist (Spanish Speaking)	11
Delivery Driver	9
Development and Design Coordinator	19
Director of Communicable Disease Control	19

Director of Public Health Planning and Education	19
Director of Services	18
Director of Weights and Measures B	15
Director of Youth Services	17
Dispatch Center Operations Director	17
Domestic Violence Outreach Worker	12
Electrician I	13
Electrician II	15
Electronic Equipment Repair Specialist	17
Emergency and Inpatient Services Specialist	17
Engineering Aide	10
Epidemiologist	17
Equipment Mechanic Supervisor I	14
Equipment Mechanic Supervisor II	15
Fire Instructor	13
G.I.S. Project Coordinator	16
G.I.S. Technician	12
Garage Superintendent	16
Grand Jury Reporter	16
Grants Program Coordinator	15
Graphic Designer	16
Graphics Specialist	12
Groundskeeper I	6
Groundskeeper II	10
Head Building Maintenance Mechanic	15

Head Cleaner	6
Heating and Ventilating Supervisor	16
Heating and Ventilating Technician	14
Home Delivered Meal Coordinator	11
Home Energy Assistance Program Examiner	11
Housekeeping Supervisor	16
Housing Coordinator	17
Instructional Media Control Operator	10
Instructional Media Services Assistant	15
Instructional Media Technician	13
Investigator (District Attorney)	16
Investigator (Public Defender)	16
Janitor	6
Junior Accountant	12
Junior Civil Engineer	15
Junior Planner	13
Junior Programmer	12
Junior Systems Programmer	17
Labor Supervisor	13
Laborer	8
Law Enforcement Coordinator (Child Advocacy Center)	17
Legal Secretary	11
Library Clerk (DCC)	6
Licensed Practical Nurse	9
Lifeguard	6

Line Service Attendant	9
Line Service Supervisor	13
Locksmith	12
Maintenance Superintendent	16
Mechanical Engineer	19
Medical Reserve Corps Coordinator	14
Medical Technologist	15
Micro Computer/Network Support Specialist	17
Micro Computer/Network Support Specialist (Public Health)	17
Micro Computer System Administrator	19
Micro Computer/Word Processing Specialist	19
Micro Computer/Word Processing Support Assistant	14
Micro Computer/Word Processing Support Assistant Trainee	12
Motor Equipment Operator	10
Motor Vehicle Clerk	9
Mortuary Technician	11
Nurse Practitioner	21
Nursing Supervisor	17
Nutrition Services Coordinator	15
Occupational Therapist	16
Occupational Therapy Assistant	11
Office Assistant	6
Office Assistant (Spanish Speaking)	6
Office Services Manager	13
Offset Printer	10

Offset Printing Machine Operator	7
Outreach Coordinator	12
Painter I	11
Painter II	12
Park Attendant	6
Park Maintenance Mechanic	11
Park Manager	14
Park Naturalist	11
Parking Lot Attendant	4
Payroll Clerk	11
Planner	15
Plumber	13
Principal Accounting Clerk	12
Principal Library Clerk (DCC)	12
Principal Motor Vehicle Clerk	11
Principal Program Assistant	12
Principal Registry Clerk	11
Probation Intake Worker	11
Probation Officer I	15
Probation Officer I (Spanish Speaking)	15
Probation Officer I Trainee	14
Probation Officer I Trainee (Spanish Speaking)	14
Probation Officer II	16
Probation Unit Administrator	18
Program Assistant	8

Program Assistant (Spanish Speaking)	8
Programmer	14
Programmer/Analyst	17
Programmer/Analyst (GIS)	17
Programmer/Analyst (MH)	17
Programmer/Analyst Trainee	15
Programming and Operations Supervisor (MH)	19
Psychiatrist I	27
Psychiatrist II	28
Psychologist I	19
Psychologist II	20
Psychologist III	21
Public Health Advisor	15
Public Health Education Coordinator	15
Public Health Engineer	17
Public Health Engineering Technician	13
Public Health Nurse	15
Public Health Nurse (Spanish Speaking)	15
Public Health Nutrition Coordinator	15
Public Health Sanitarian	14
Public Safety Dispatcher I	13
Public Safety Dispatcher II	14
Public Safety Dispatcher Trainee	12
Purchasing Agent	16
Quality Improvement Coordinator	17

Radiological Specialist	19
Real Property Information System Specialist	16
Real Property Information System Technician	12
Receiving Registry Clerk	9
Receptionist	6
Receptionist (Spanish Speaking)	6
Recreational Therapist	13
Recreational Therapy Assistant	11
Registered Professional Nurse	13
Registry Clerk	8
Rehabilitation Counselor	16
Rehabilitation Specialist	14
Reproduction Specialist	10
Reproduction Supervisor	13
Research Assistant	15
Research Assistant (DCC)	15
Resource Consultant	13
Right-of-Way Engineer	17
Road Maintainer	9
Road Maintenance Supervisor	14
Safety Coordinator	15
Safety Specialist	13
Secretary	10
Sector Chief	13
Security Guard	4

Senior Accountant	17
Senior Auditor	17
Senior Automotive Mechanic	14
Senior Campus Guard	10
Senior Communications Clerk	9
Senior Engineering Aide	12
Senior GIS Project Coordinator	17
Senior Head Cleaner	10
Senior Library Clerk (DCC)	9
Senior Office Assistant	8
Senior Park Maintenance Mechanic	12
Senior Planner	17
Senior Plumber	14
Senior Program Assistant	10
Senior Programmer	15
Senior Public Health Advisor	16
Senior Public Health Education Coordinator	16
Senior Public Health Engineer	19
Senior Public Health Sanitarian	17
Senior Public Safety Dispatcher	15
Senior Tax Map Technician	13
Senior Youth Worker	14
Service Center Attendant	10
Sign Maker	10
Site Manager	9

Social Welfare Manager I	15
Social Welfare Manager II	17
Social Welfare Specialist	13
Social Welfare Worker I	10
Social Welfare Worker II	11
Social Worker I	15
Social Worker I (Spanish Speaking)	15
Social Worker II	16
Social Worker II (Spanish Speaking)	16
Social Worker III	17
Software Specialist (CCBET)	18
Software Specialist (CCBET) Trainee	17
Solid Waste Compliance Inspector	14
Stock Clerk Helper	9
Stockroom Assistant	11
Stockroom Supervisor	14
Stop DWI/Traffic Safety Administrator	15
Supervising Head Cleaner	12
Supervising Motor Vehicle Clerk	13
Supervising Office Assistant	10
Supervising Public Health Engineer	20
Supervising Public Health Nurse	17
Supervising Registry Clerk	13
Supervising Social Worker	18
Supervisor of Athletic Facilities	11

Supervisor of Computer Operations	16
Supervisor of Grounds and Equipment	16
Supervisor of Nurses	15
Supervisor of Special Investigations	16
Support Services Assistant	12
Systems Analyst	19
Systems Analyst (GIS)	19
Systems Network Administrator	19
Systems Specialist (CCBET)	18
Tax Collection Supervisor	14
Tax Map Reproduction Technician	9
Tax Map Supervisor	15
Tax Map Technician	12
Tax Map Technician Trainee	11
Teaching Laboratory Assistant	10
Teaching Laboratory Supervisor	11
Telecommunications Systems Manager	16
Telecommunications Technician	12
Tire Mechanic	11
Title Searcher	12
Title Searcher Trainee	11
Traffic Engineer	18
Transportation Program Administrator	19
Tree Climber	12
Tree Maintenance Supervisor	14

Tree Trimmer	10
User Services Administrator	14
User Services Liaison	12
Veterans Counselor	12
Warehouse Supervisor	12
Waterfront Director	10
Welfare Management System Program Assistant	14
Window Washer	10
Youth Worker	12

Appendix C
2009 Salary Schedule
(January 1, 2010-December 31, 2013-Agreement)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Average Increment
1	24,660	25,276	25,911	26,558	27,220	27,901	28,599	29,314	665
2	25,675	26,316	26,974	27,648	28,339	29,047	29,773	30,517	692
3	26,691	27,357	28,041	28,742	29,461	30,197	30,951	31,726	719
4	27,695	28,387	29,097	29,825	30,570	31,336	32,117	32,922	747
5	28,737	29,455	30,192	30,945	31,721	32,513	33,324	34,157	774
6	29,737	30,481	31,244	32,024	32,825	33,645	34,487	35,347	801
7	30,950	31,724	32,519	33,332	34,162	35,019	35,893	36,791	834
8	32,374	33,181	34,011	34,863	35,733	36,627	37,544	38,480	872
9	33,989	34,839	35,711	36,604	37,517	38,456	39,419	40,402	916
10	35,803	36,699	37,615	38,557	39,521	40,509	41,523	42,559	965
11	38,016	38,967	39,941	40,940	41,961	43,012	44,087	45,188	1,025
12	40,834	41,856	42,904	43,974	45,074	46,202	47,355	48,538	1,101
13	44,899	46,022	47,172	48,352	49,562	50,802	52,070	53,369	1,210
14	49,164	50,393	51,653	52,942	54,266	55,623	57,014	58,437	1,325
15	53,426	54,762	56,130	57,533	58,975	60,446	61,958	63,505	1,440
16	57,686	59,127	60,606	62,120	63,674	65,264	66,895	68,567	1,554
17	61,932	63,481	65,068	66,694	68,363	70,071	71,823	73,617	1,669
18	66,186	67,840	69,536	71,274	73,056	74,884	76,755	78,672	1,784
19	70,429	72,192	73,996	75,846	77,743	79,684	81,676	83,717	1,898
20	74,682	76,549	78,464	80,426	82,437	84,499	86,607	88,772	2,013
21	78,953	80,927	82,951	85,024	87,148	89,330	91,563	93,850	2,128
27	146,102	146,986	147,870	148,754	149,639	150,522	151,407	152,290	884
28	152,293	153,176	154,061	154,945	155,829	156,713	157,598	158,481	884
93	32,684	33,501	34,340	35,197	36,078	36,979	37,903	38,849	881
94	35,245	36,125	37,028	37,954	38,902	39,873	40,871	41,893	950
95	38,722	39,688	40,680	41,698	42,739	43,809	44,905	46,027	1,044
96	51,175	52,453	53,766	55,109	56,487	57,899	59,347	60,829	1,379
97	60,928	62,450	64,013	65,610	67,255	68,935	70,659	72,424	1,642
98	36,860	37,783	38,728	39,694	40,687	41,705	42,745	43,814	993
99	46,538	47,701	48,895	50,115	51,369	52,650	53,970	55,319	1,254

Appendix D.1

2010, 2011, 2012 & 2013 Salary Schedule

(January 1, 2010-December 31, 2013-Agreement)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Average Increment
1	24,660	25,276	25,911	26,558	27,220	27,901	28,599	29,314	665
2	25,675	26,316	26,974	27,648	28,339	29,047	29,773	30,517	692
3	26,691	27,357	28,041	28,742	29,461	30,197	30,951	31,726	719
4	27,695	28,387	29,097	29,825	30,570	31,336	32,117	32,922	747
5	28,737	29,455	30,192	30,945	31,721	32,513	33,324	34,157	774
6	29,737	30,481	31,244	32,024	32,825	33,645	34,487	35,347	801
7	30,950	31,724	32,519	33,332	34,162	35,019	35,893	36,791	834
8	32,374	33,181	34,011	34,863	35,733	36,627	37,544	38,480	872
9	33,989	34,839	35,711	36,604	37,517	38,456	39,419	40,402	916
10	35,803	36,699	37,615	38,557	39,521	40,509	41,523	42,559	965
11	38,016	38,967	39,941	40,940	41,961	43,012	44,087	45,188	1,025
12	40,834	41,856	42,904	43,974	45,074	46,202	47,355	48,538	1,101
13	44,899	46,022	47,172	48,352	49,562	50,802	52,070	53,369	1,210
14	49,164	50,393	51,653	52,942	54,266	55,623	57,014	58,437	1,325
15	53,426	54,762	56,130	57,533	58,975	60,446	61,958	63,505	1,440
16	57,686	59,127	60,606	62,120	63,674	65,264	66,895	68,567	1,554
17	61,932	63,481	65,068	66,694	68,363	70,071	71,823	73,617	1,669
18	66,186	67,840	69,536	71,274	73,056	74,884	76,755	78,672	1,784
19	70,429	72,192	73,996	75,846	77,743	79,684	81,676	83,717	1,898
20	74,682	76,549	78,464	80,426	82,437	84,499	86,607	88,772	2,013
21	78,953	80,927	82,951	85,024	87,148	89,330	91,563	93,850	2,128
27	146,102	146,986	147,870	148,754	149,639	150,522	151,407	152,290	884
28	152,293	153,176	154,061	154,945	155,829	156,713	157,598	158,481	884
93	32,684	33,501	34,340	35,197	36,078	36,979	37,903	38,849	881
94	35,245	36,125	37,028	37,954	38,902	39,873	40,871	41,893	950
95	38,722	39,688	40,680	41,698	42,739	43,809	44,905	46,027	1,044
96	51,175	52,453	53,766	55,109	56,487	57,899	59,347	60,829	1,379
97	60,928	62,450	64,013	65,610	67,255	68,935	70,659	72,424	1,642
98	36,860	37,783	38,728	39,694	40,687	41,705	42,745	43,814	993
99	46,538	47,701	48,895	50,115	51,369	52,650	53,970	55,319	1,254

APPENDIX D.2

LONGEVITY SCHEDULE – CSEA

(January 1, 2010-December 31, 2013-Agreement)

SALARY GRADE	EFFECTIVE:
1	$723.00
2	$755.00
3	$784.00
4	$815.00
5	$845.00
6	$875.00
7	$910.00
8	$952.00
9	$1,000.00
10	$1,053.00
11	$1,118.00
12	$1,201.00
13	$1,320.00
14	$1,446.00
15	$1,571.00
16	$1,696.00
17	$1,821.00
18	$1,946.00
19	$2,071.00
20	$2,196.00
21	$2,322.00
27	$3,754.00
28	$3,906.00
93	$960.00
94	$1,035.00
95	$1,137.00
96	$1,503.00
97	$1,789.00
98	$1,083.00
99	$1,366.00

APPENDIX D.3

BEEPER COMPENSATION SCHEDULE

GRADE	IF CARRY BEEPER EVERY 3 WEEKS OR LESS	IF CARRY BEEPER EVER WEEK OR EVERY OTHER WEEK
1	55	110
2	57	114
3	59	118
4	62	124
5	64	128
6	66	132
7	69	138
8	72	144
9	76	152
10	80	160
11	85	170
12	92	184
13	101	202
14	111	222
15	121	242
16	131	262
17	141	282
18	150	300
19	160	320
20	170	340
21	180	360
27	300	600
28	300	600

APPENDIX E
RULES FOR THE ADMINISTRATION OF THE SALARY PLAN

1. NEW APPOINTEES: A new appointee appointed to a position in a class shall be paid the minimum rate paid for the class unless the Commissioner of Human Resources, after consultation with the department head, shall certify to the County Legislature that it is impracticable to recruit at that particular time for the position at the then minimum salary. The County Legislature may then authorize recruitment at a higher step of the salary scale for such position.

2. TEMPORARY OR PROVISIONAL APPOINTEES: An employee who has been continuously employed under temporary or provisional appointment shall, upon appointment on a permanent basis to a position with the same class title, be credited with the length of time as a provisional or temporary employee in determining the salary of his position.

3. PROMOTIONS AND VOLUNTARY DEMOTIONS: When an Employee is promoted to a position in a higher grade, he shall be placed on that step of the new grade which is closest to the sum of his former rate plus two average increment steps in the new grade. When an Employee elects a voluntary demotion to a position in a lower grade, he shall be placed on the same increment step in the new grade as he was on in the former grade.

4. REASSIGNMENTS: There shall be no immediate change in the salary rate of an employee reassigned to a new position unless his salary is below the approved minimum of the new position. If any employee is reassigned to a position having a higher salary range than the class from which he was reassigned, such change shall be deemed to be a promotion and the legal provisions governing promotions will apply.

5. REALLOCATION: When an employee's position is reallocated or reclassified downward, the employee shall continue at the same grade and step, receiving increments and longevities as though no reallocation took place. New employees hired to this position shall be hired at the new and lower grade.

When an employee's position is reallocated or reclassified (unless upward reclassification is deemed a promotion for Civil Service purposes, in which case the promotion rule is applicable), the employee shall be placed on that step of the new grade which is nearest to but higher than his/her present salary and shall be, entitled to such annual increments and longevities which may be due.

Rule 5 shall not apply to Psychiatrists on staff on the date of ratification of this Agreement.

6. REINSTATEMENTS: A reinstated employee shall be paid at a salary rate within the approved salary range for the position to which he is reinstated, but not in excess of the salary received at the time he vacated his position. If an appointment to a higher level position fails to mature into a permanent appointment and the employee is reinstated to his former position without a break in service, the employee shall be placed at the step he would have received had he remained in the

former position and had the unit head awarded the increments in accordance with the annual review.

7. PART-TIME OR HOURLY EMPLOYMENT: All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment. When employment is on a part-time or hourly basis, only the proportionate part of the rate for the time actually employed shall be paid.

8. TEMPORARY ASSIGNMENT IN HIGHER GRADE POSITION: An employee assigned on a temporary or limited basis to a higher grade position shall receive the minimum of the higher grade position during such assignment unless his present rate of pay exceeds such minimum. Under such circumstances, the employee will be compensated in accordance with the procedure for promotion (Rule 3 above). This rule shall not be applicable in those instances where a temporary assignment is made as a result of either (1) one vacation period per calendar year (not to exceed three weeks) taken by another employee in a higher level position; or (2) the absence of any employee for a period of one workday or less.

9. TRAINEES: Persons appointed to trainee positions shall be paid the minimum of the grade less one average increment for the grade. Upon completion of the trainee program, the trainee shall be paid in accordance with the salary grade established for the class. This rule may be modified in exceptional cases by agreement of the County and the Union.

10. STEP PLACEMENT FOR NURSE PRACTITIONER, PSYCHIATRIST I, AND PSYCHIATRIST II: The Commissioner of Mental Hygiene may authorize the appointment of a Nurse Practitioner, Psychiatrist I, or Psychiatrist II, to the grade and step in grade, which reflects the appointees' education, experience (post residency for Psychiatrists), and certification(s).

APPENDIX F

TITLES EXCLUDED FROM OVERTIME COMPENSATION AT TIME AND ONE HALF RATES

Assistant Director of Public Health Nursing
Associate Public Health Sanitarian
Clinical Unit Administrator
Community Mental Health Counselor
Coordinator of Special Needs Services
Development and Design Coordinator
Director of Communicable Disease Control
Director of Services
Graphic Designer
Micro Computer System Administrator
Micro Computer/Word Processing Specialist
Nurse Practitioner
Nursing Supervisor
Planner
Probation Unit Administrator
Programmer/Analyst
Programmer/Analyst (GIS)
Programmer/Analyst (MH)
Programming and Operations Supervisor/MH
Psychiatrist I
Psychiatrist II
Psychologist I
Psychologist II
Psychologist III
Public Health Advisor
Public Health Engineer
Radiological Specialist
Safety Coordinator
Senior Planner
Senior Public Health Advisor
Senior Public Health Engineer
Senior Public Health Sanitarian
Social Worker I
Social Worker I (Spanish Speaking)
Social Worker II
Social Worker II (Spanish Speaking)
Social Worker III
Software Specialist (CCBET)
Supervising Public Health Engineer

Supervising Public Health Nurse
Supervising Social Worker
Systems Analyst
Systems Analyst (GIS)
Systems Network Administrator
Systems Specialist (CCBET)
Traffic Engineer
Transportation Program Administrator

APPENDIX G

Health Insurance Eligibility and Effective Date of Coverage

If you apply for coverage within one (1) month from the date your employment begins, your effective date will be the first day of the second month from the date of your application.

For example: If you are hired on January 2nd and apply on January 31st, your effective date will be March 1st. However, if you apply on February 2nd, your effective date will be April 1st.

If an employee is hired on the first day of the month and applies on the same date, the effective date will be the first day of the following month.

For example: If you are hired on February 1st and apply February 1st, your effective date will be March 1st.

PLEASE NOTE: If you apply for coverage more than one (1) month after your employment begins, coverage will be effective the first day of the third month after your date of application.

For example: If you are hired on January 1st and apply on February 2nd, your coverage would be effective May 1st.

APPENDIX H

Titles Requiring Twenty Days Notice Upon Separation

1. Psychiatrist I and II
2. Psychologist I, II and III
3. Social Worker I, II and III; Social Worker I and II (Spanish Speaking)
4. Chemical Dependency Counselor
5. Community Mental Health Counselor
6. Supervising Social Worker
7. Nurse Practitioner

APPENDIX I
Disability Benefits

Weekly Disability Income:

50% of average weekly wage, maximum of $170.00 per week; minimum of $20.00 per week

Duration of Benefits:

26 weeks of disability per 52 weeks.

Waiting Period:

7 days.

APPENDIX J

Recoupment

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

1. When employees or departments become aware of an overpayment, the Personnel Department and Finance Department shall be notified in writing. Notification shall include the name of the employee and the nature and duration of the overpayment.

2. Personnel shall notify the Union by contacting the Union President. The Union shall be notified of the affected employees, the amount and the reason for the overpayment.

3. Finance shall investigate the overpayments and determine if overpayments were made and recoupment is necessary.

4. The Finance Department shall notify each employee in writing of the amount and reason or the overpayment and the payment or recoupment schedule to be followed. Payroll deductions will be used. Deductions shall be made at the rate of $40.00 per payroll until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.

5. If the recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be taken from the employee's last paycheck.

6. If a recoupment schedule of $40.00 per payroll represents an undue hardship to an employee, the employee may request to the Personnel Department that a lesser recoupment be taken. The decision of the Personnel Department on the request shall be final. Until the decision is made by the Personnel Department, there shall be no recoupment made by the Finance Department.

Date: March 12, 1998

APPENDIX K

Alcohol and Drug Abuse Policies and Procedures

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

Alcohol and. Drug Abuse

Policy Statement

In order to ensure a safe working environment for all employees and provide the most effective delivery of services to residents of Dutchess County, it is the policy of Dutchess County that no employee may manufacture, distribute, dispense, use, sell, purchase, possess or be under the influence of alcohol or other illegal/controlled chemical substance, except prescription medication, during scheduled business hours or while on or using County owned property. The County recognizes that alcohol and chemical substance abuse are progressive, potentially fatal diseases, which may affect employee's lives and relationships with families and/or co-workers, quality of life and job performance. The County encourages and Supports employees who seek: voluntary treatment. Employees must abide by the terms of this policy statement as a condition of employment and failure to do so may result in disciplinary proceedings. However, nothing herein is intended to diminish the rights of an employee under the collective bargaining agreement or the law.

Guidelines

1. Using, selling, manufacturing, distributing, dispensing, being under the influence of or impaired by or possessing alcohol (unless in a sealed container) or any illegal/controlled chemical substance on County premises is prohibited.

2. When there is probable cause to believe that an employee has violated this policy, the infraction shall be reported to the department head or his designee or where that is not appropriate, to the Commissioner of Personnel (hereafter, any of these individuals will be referred to as the investigating official), who will be responsible for investigating the incident in an appropriate manner.

3. If the employee appears to be under the influence of an illegal/controlled chemical substance or alcohol, form SUB-AB-01, "attached hereto as Exhibit A," shall be completed by the investigating official. The employee will be told he may voluntarily admit he is under the influence of alcohol or other chemical substance. The circumstances, as described by the employee, will be added to form SUB-AB-01.

4. Employees who are on-call and are expected to respond to emergency situations, or who have responsibility for snow removal and have been notified of an impending storm prior to leaving work, are expected to comply with this policy statement for the entire duration of time they are on-call.

5. This policy is not intended to prohibit consumption of alcohol at County facilities (e.g. Parks) during an employee's off duty hours. Where permits are required, they will be obtained through the normal procedures required by the facility.

6. Any employee covered under a grant program as described in 41 USC Section 702 (the Drug Free Workplace Act) or 55 Federal Register 21677 et. seq. must notify his Department head in writing of any conviction for violation of a criminal drug statute in the work place within five calendar days of the conviction.

Procedures

1. A violation of the policy is observed and is reported to the department head, his designee or the Commissioner of Personnel, as appropriate.

2. The investigating official determines if there is reasonable cause to believe a violation of policy has occurred because of overt behavioral manifestations. These may include: slurred speech, unstable gait, alcoholic breath, redness of the eyes, flushed face, unfocused gaze, inability to comprehend normal conversation, poor coordination or other atypical or abnormal behavior or the employee was observed using alcohol or using an illegal chemical substance on or in County owned property.

3. Thereafter, the investigating official fills out an Alcohol/Substance Abuse Incident Report and contacts the Personnel Department to make arrangements to send the employee to a health care professional for immediate evaluation. If the employee is a member of the bargaining unit, the employee shall be advised of his right to contact the Union for representation.

4. The investigating official should discuss the problem with the employee. The employee should be offered the opportunity to admit he is or was under the influence of alcohol or an illegal controlled chemical substance. The circumstances, as described by the employee, will be added to form SUB-AB-01. The investigating official shall order the employee to go to the health care professional for evaluation if directed by the Personnel Department.

5. If the employee voluntarily admits he has violated this policy, the employee shall be scheduled for counseling with his supervisor at a later date and given a copy of the memo pertaining to the scheduled counseling session.

6. If there is reasonable suspicion of the possession or sale of an illegal/controlled chemical substance, the investigating officer, shall fill out form SUB-AB-01 and shall report the incident to the Personnel Department which will take such action as necessary which may, as appropriate, include a referral to law enforcement officials.

7. If the conclusion of the health care professional is positive, e.g., indicates that the employee was under the influence of alcohol or an illegal chemical substance, the employee is relieved from duty for the remainder of his scheduled work shift and may charge it against vacation, compensatory time or in-lieu holiday accruals.

8. If the results of the evaluation session by the health care professional are positive, the employee will be referred to the Employee Assistance Program for initial treatment, recommendations or may choose treatment through his health care provider. Employees' must follow initial treatment recommendations and must submit proof of attendance, participation, progress and prognosis to the Personnel Department. In addition, the employee must comply with the alcohol and drug abuse policy for the duration of his employment with Dutchess County. The employee may utilize any appropriate benefit time during and for his treatment. This may include accumulated sick time for those treatment incidents which cannot reasonably be scheduled other than during the employee's actual scheduled work hours. Treatment costs will be borne either, by the employee or through his health insurance plan.

9. The department will make all reasonable efforts to accommodate the treatment program, e.g. through a flexible work schedule.

10. When an employee provides written notice to the department head of a conviction of a criminal drug statute, the department head will notify the Personnel Department immediately. The employee will be referred to the Employee Assistance Program as in number 8 above.

7. If the employee is covered under a grant program as described in 41 USC Section 702 or 55 Federal Register 21677, the Personnel Department will notify the appropriate federal agency of the conviction including the position title of the employee and the grant identification number.

12. The requirement to go to a health care professional (#3 and #4 above), to be relieved from duty (#7 above) or to follow treatment recommendations (#8 above) will be mandatory on any employee. The employee shall have no standing to file a contract grievance regarding such a mandate. A contract grievance arbitrator will not have any jurisdiction over such a case nor have authority to render a decision.

13. An employee allegation of an improper application of this policy shall be submitted in writing to the Commissioner of Personnel, within 10 days thereof, for review. Upon the employee's request, the Commissioner shall meet and confer with the employee's Union representative with respect to the issues raised by such allegation. The Commissioner shall review and decide, upon the merits of the employee's allegation. He shall mail his decision to the employee within ten working days of the Submission. Although the Commissioner need not conduct a formal fact-finding hearing, he may do so to seek such additional information as appropriate to reach a decision. County officials shall make such administrative changes as necessary to accommodate the Commissioner's decision.

EXHIBIT A

ALCOHOL/SUBSTANCE ABUSE INCIDENT REPORT

Employee Name: Date:
Department: Time:
Witnesses: Place:

Part I (To be completed by investigating official):

The following overt behavior was exhibited by this employee: (Please circle) bloodshot eyes, slurred speech, alcohol on breath, poor coordination, accident, physical altercation, verbal altercation, unusual behavior, possession of substance. Other (describe):

_____ _____
Witness' Signature Investigating Official Signature

Part II (To be completed and signed by employee)

Employee Statement:

_____
Employee's Signature

Part III (To be completed and signed by investigating official):

Action Taken:

Notified Personnel:
(Time/Date)

Notified Union:
(Time/Date)

Referred for Evaluation:
(Time/Date)

SUB-AB-01
DATE: 02/20/92

APPENDIX L
STIPULATIONS

Attached are some of the most frequently used Stipulations. Other Stipulations, not attached, remain in effect unless they have "sunset" by their terms or have otherwise been terminated.

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

A. Parking Deduction - CSEA has asked the County to take a payroll deduction from requesting employees so that CSEA may contract to secure bulk parking spaces from the City of Poughkeepsie at a discount for certain unit employees. In addition to its obligation to make certain payroll deductions set forth in Section 2 "Membership Dues" of Article II of the contract, the County agrees to make an additional payroll deduction as set forth below:

1. The County will begin making a parking payroll deduction on September 20, 1996 for those employees who request such in writing by August 31, 1996 on a form prescribed by the County.

2. The County will make bi-weekly (14 day) payroll deductions in the amount designated by the employee on the parking payroll deduction authorization request form.

3. Requests for deductions beginning after August 31, 1996 must be submitted on the appropriate authorization form at least three weeks prior to the payroll for which the deduction is to be made.

4. Any request to modify the parking payroll deduction or to begin or stop a deduction shall be on at least three weeks' notice to the County on the appropriate authorization form. No more than two changes can be made in any calendar year.

5. The County shall send deductions for employee parking on the Monday following each pay day to Allright Poughkeepsie, P.O. Box 300, Poughkeepsie, New York 12602 or as the City otherwise advises upon reasonable notice. The check shall be accompanied by the following information: a list of each employee for whom a deduction has been made and the amount of that deduction.

6. The County will not make any modifications or adjustments to deductions to correct for over or under payments to the City for parking. All such adjustments shall be made between the City and CSEA or the employee by separate arrangements as those parties may so decide.

7. The County's sole responsibility shall be to make the deductions as provided on the parking payroll deduction authorization and to forward that on the Monday following each payroll with the information referenced in paragraph 5 hereof to Allright Poughkeepsie or as the City otherwise advises upon reasonable notice.

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

The County and the Union agree to modify the contract provisions of Appendix E, Section 9 Trainees as follows for employees who are promoted to trainee positions:

1) Increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective the first full pay period following the employee's adjusted anniversary date. Effective January 1, 1994 increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective on the employee's adjusted increment and/or longevity date.

2) Longevity awards will be paid at the job group rate for the employee's current position.

3) Increment awards will be paid at the job group rate for the employee's current position.

4) Upon completion of the traineeship, the employee will be placed in the grade of the full performance position at the step closest to but higher than the employee's current step. Any existing longevities will not be considered in this computation and will remain at the job group rate in effect at the time of the appointment to the trainee position.

5) This stipulation applies to the following titles:

Social Welfare Worker I	-trainee
Social Welfare Worker II	-full performance
Engineering Aide Trainee	-trainee
Engineering Aide	-full performance
Probation Officer Trainee	-trainee
Probation Officer	-full performance

Additional titles may be added as necessary.

6) This stipulation will take effect on January 1, 1987 for eligible employees, whose anniversary dates fall after that day. Any awards will be retroactive to the first full pay period following the employee's anniversary date.

Dated: 3/23/87

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

Employees paid on an hourly basis shall be permitted to accrue up to 45 days of vacation based on the normal workday for their title, as if they were a full time employee, prorated as described in Article X section 13 of the collective bargaining agreement. Employees with a normal workday of eight hours may accrue up to 360 hours. Employees with a normal workday of seven hours may accrue up to 315 hours. Any time accrued beyond the limit will be forfeited by the Employee. Employees will receive a notice that they are approaching their vacation limits on their paycheck.

If the hourly Employee moves to a full time position or vice versa, his vacation time will move with him.

If an Employee leaves County employment, he may be paid for a maximum of 45 days of vacation based on their normal prorated working schedule. For example, employees who work 17.5 hours per week may only be paid up to a limit of 157.5 hours.

Employees who work 20 hours per week may only be paid up to a limit of 180 hours.

The cap on vacation time for employees paid on an hourly basis will be effective on 12/31/96.

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Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 **Resolution:** ✓ **Total :** 10 0

Absent: 1 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 1

2012374 RATIFYING THE 2010-2013 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY LOCAL 814

Date: 12/4/12

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison	✓	
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Flesland		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery		
District 1 - Town of Poughkeepsie	Doxsey	abstain	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Wilkinson		
District 4 - Town of Hyde Park	Serino		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Town of Hyde Park	Perkins		
District 9 - City of Poughkeepsie	White		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss	abstain	
District 13 - Towns of LaGrange, Union Vale, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio	abstain	
District 18 - City of Beacon	Forman		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 21 - Town of East Fishkill	Horton	absent	
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 :** 21 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 3

2012374 RATIFYING THE 2010-2013 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY LOCAL 814

Date: 12/6/12

Discussion on Resolution No. 2012374 resulted as follows:

Legislators Miccio, Weiss, and Doxsey requested to abstain because their spouses were CSEA members.

Roll call on the foregoing resolution resulted as follows:

AYES:	21	Amparo, Bolner, Borchert, Flesland, Forman, Hutchings, Incoronato, Jeter-Jackson, Kelsey, MacAvery, Perkins, Rolison, Roman, Serino, Sherman, Surman, Thomes, Traudt, Tyner, Wilkinson, White
NAYS:	0	
ABSTENTION:	3	Miccio, Weiss, and Doxsey
ABSENT:	1	Horton

Resolution adopted.

Government Services & Admin

RESOLUTION NO. 2012375

RE: AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE BOARD OF ELECTIONS (A.1450)

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

WHEREAS, the Board of Elections has advised that there is a shortfall of $165,000 in A.1450.1035 Temp-Help Elections account due to five elections being held during 2012, and the increased amount of Election Day workers, and

WHEREAS, the Board of Elections has advised that there is a shortfall of $250,000 in the A.1450.4460 Commercial Printing account due to five elections being held during 2012 and an outstanding invoice for ballots printed for the 2011 General Election, and

WHEREAS, the Board of Elections has advised that there is a shortfall of $45,000 in the A.1450.1010.1030 Positions Temporary Help account due to five elections being held during 2012 and increased work volume due to a Presidential Election and numerous close races, and

WHEREAS, the Board of Elections has advised that there is a shortfall of $2,490 in the A.1450.1010 Positions account due to staff salary payouts during 2012, and

WHEREAS, the Board of Elections has advised that unexpended line items totaling $96,000 will be used to supplement this expense, and

WHEREAS, the Board of Elections has advised that $225,875 in the contingency fund A.1990.4766 will be used to supplement this expense, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2012 Adopted County Budget as follows:

Line No.	Description	Increase	Decrease
Appropriations:			
A.1990.4766	Special Elections		(225,875)
A.1990.4007	General Contingency		(140,615)
A.1450.1035	Temp Help Elections	165,000	
A.1450.1010.1030	Temp Help	45,000	
A.1450.1010	Positions	2,490	
A.1450.4460	Commercial Printing	154,000	

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/11/2012

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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Government Services and Administration Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 3 - Town of LaGrange	Borchert*		
District 6 - Town of Poughkeepsie	Flesland*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Towns of Fishkill, East Fishkill and City of Beacon	MacAvery*		
District 9 - City of Poughkeepsie	White (VC)		
District 12 - Town of East Fishkill	Weiss	absent	
District 14 - Town of Wappinger	Amparo		
District 15 - Towns of Poughkeepsie and Wappinger	Incoronato		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Sherman		
District 20 - Town of Red Hook	Traudt		
District 25 - Amenia, Stanford, Washington, Pleasant Valley	Kelsey (C)		✓

Present: 11
Absent: 1
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 Yes, 1 No
Abstentions: 0

2012375 AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE BOARD OF ELECTIONS (A.1450

Date: 12/4/12

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

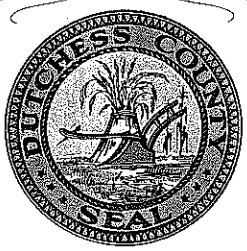
Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2012375 AMENDING THE 2012 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE BOARD OF ELECTIONS (A.1450

Date: 12/6/12

Dutchess County Legislature



Commendation: Recognizing Assemblyman Joel Miller for his Many Years of Public Service at the Opportunity of his Retirement

Legislator KELSEY offers the following and moves its adoption:

Whereas, on December 31, 2012, Joel Miller will retire from his seat as a New York State Assemblyman, and

WHEREAS, Assemblyman Miller was first elected to public office in 1994 and has served nine two-year terms for a total of 18 years, and

WHEREAS, Assemblyman Joel Miller has represented the Dutchess County towns of Poughkeepsie, Fishkill, Wappinger, Clinton, Lagrange, and Hyde Park in the 105th Assembly District since 2002, as well as a greater region of Dutchess County in the former 97th Assembly District in the years before that, and

WHEREAS, Assemblyman Joel Miller has served on the Assembly's Health, Higher Education, Rules, and Election Law Committees including serving as the ranking minority member on the Education Committee, as well as serving the Assembly Minority Conference representative for the Homeland Security Task Force, he was the co-chair of the Real Property Tax Reform Task Force, and a member of the Crime in Our Communities, Sex Offender Watch, and the Medicaid Fraud Waste and Abuse Task Force, and

WHEREAS, Assemblyman Joel Miller has served locally on the Board of Directors for the American Cancer Society, the Stonykill Foundation and is a major in the New York State Guard, and

WHEREAS, prior to his political involvement Dr. Joel Miller was a Vietnam-era veteran in the U.S. Air Force, operated a dental practice for 33 years and has been an Executive Member of the Dutchess County Dental Society, and has served as the president of the Harding Club, a local philanthropic social organization, and

WHEREAS, Joel has been married for over forty years to his wife Sheryl and has raised two sons, Jonathan and Daniel as well as serving as grandfather to two grandchildren, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby recognize Assemblyman Joel Miller for a lifetime of public service, thank him for representing the people of Dutchess County in the State Legislature, and wish him well in his retirement.

Resolution No. 2012376A

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Commendation: Hyde Park Eagles Pop Warner Pee Wee Football Team

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

Whereas, Pop Warner Little Scholars, Inc., (PWLS) is a non-profit organization founded in 1929 that provides youth football and cheer and dance programs for participants in 42 states and several countries for children ranging from 5 years old to 16 years old, and

Whereas, PWLS requires all of its participants to maintain academic standards in order to participate. Additionally, the program adheres to strict mandatory equipment requirements and everyone participates under mandatory rules of play, and

Whereas, as part of the Mid Hudson Conference they play and cheer against teams from Beacon, Cortland, Fallsburg, Highland, Hyde Park, Newburgh, New Paltz, Millbrook, Peekskill, Philipstown, City of Poughkeepsie, Red Hook, Wappingers Falls, and White Plains, and

Whereas, through hard work and dedication, the Hyde Park Eagles Pop Warner Pee Wee team had an excellent 2012 season with a record 8 wins and 0 loses, and outscored their opponents by 196 points, and for the first time advanced to become Mid Hudson Conference Champions, and

Whereas, the 2012 Hyde Park Eagles Pee Wee Football Team members are as follows:

Johnny Andino-Angelillo	James Cook	Cory Hixson	Alexander Schad
Anthony Bellanger	Anthony Costa	James Lipinski	Brandon Schnapp
Zachari Bertolozzi	Michael Egan	Justin Martin	Kyle Strack
Dominic Bruno	Tyler Hall	Tyler Norman	Ryan Taylor
Zachary Byrum	Kyle Hanson	D'Andre Orr	Tyler Vansteenburgh
Quentin Chapman	Ethan Hart	Michael Pallazzo	Todd Wager
	Jaidyn Herring	Devante Pavelock	

Coaches Duane Byrum, Michael Strack, John Taylor, Robert Bruno, Michael Egan, James Hall and James Norman, now, therefore, be it

Resolved, that the Dutchess County Legislature, on behalf of the People of Dutchess County, does hereby commend and congratulate the Hyde Park Eagles Pop Warner Pee Wee Football Team on being Mid Hudson Conference Champions, and, be it further

Resolved, that the Dutchess County Legislature does hereby extend to the Hyde Park Eagles Pee Wee Football Team its best wishes in all of their future endeavors and accomplishments.

Resolution No. 2012377A

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Commendation: Hudson Valley Knights Pop Warner Junior PeeWee Football Team

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

Whereas, Pop Warner Little Scholars, Inc., (PWLS) is a non-profit organization founded in 1929 that provides youth football and cheer and dance programs for participants in 42 states and several countries for children ranging from 5 years old to 16 years old, and

Whereas, PWLS requires all of its participants to maintain academic standards in order to participate. Additionally, the program adheres to strict mandatory equipment requirements and everyone participates under mandatory rules of play, and

Whereas, as part of the Mid Hudson Conference they welcome all public, parochial, private and home schooled children who attend school and reside in the Towns of Beekman, Town of LaGrange, Town of Pawling, Town of Pleasant Valley, Town of Poughkeepsie and Town of Union Vale, and

Whereas, they play and cheer against teams from Beacon, Cortland, Fallsburg, Highland, Hyde Park, Newburgh, New Paltz, Millbrook, Peekskill, Philipstown, City of Poughkeepsie, Red Hook, Wappingers Falls and White Plains, and

Whereas, the 2012 Hudson Valley Knights Pop Warner Jr. Pee Wee Team members are as follows:

Greg Bolner	David Garrick	Louie Mazzone	Andrew Plunkett
James Bringham	Ricky Gennaro	Joe Natonio	Connor Price
Nicky Cesark	Dan Giangrasso	David North	Predrag Skumpia
Nicholas Cusack	Cameron Henson	Mike Olivier	Aailiyah Tarantino
Darion Dingee	Chris Hohwart	Zach Perlett	Griff Weir
Dawson Fort	Frank Manfredi	Andrew Perzel	Kawan Wills
Jonathan Fox	Kevin McGowan	Vin Plastini	Mathias Yannes

, now, therefore, be it

Resolved, that the Dutchess County Legislature, on behalf of the People of Dutchess County, does hereby commend and congratulate the Hudson Valley Knights Pop Warner Jr. Pee Wee Team for its hard work and dedication, and, be it further

Resolved, that the Dutchess County Legislature does hereby extend to the Hudson Valley Knights Pop Warner Jr. Pee Wee Football Team its best wishes in all of their future endeavors and accomplishments.

Resolution No. 2012378A

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 6th day of December 2012, 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 6th day of December 2012.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

On motion by Legislator Borchert, duly seconded by Legislator Amparo and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non-agenda items.

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

There being no further business, the Chairman adjourned the meeting at 12:45 a.m., subject to the call of the Chair.