

Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 14 - Town of Wappinger	Amparo		✓	
District 4 - Town of Hyde Park	Black	✓		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	✓		
District 3 - Town of LaGrange	Borchert	✓		
District 8 - City and Town of Poughkeepsie	Brendli	✓		
District 6 - Town of Poughkeepsie	Edwards	✓		
District 22 - Towns of Beekman and Union Vale	Garito	✓		
District 21 - Town of East Fishkill	Horton	✓		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston	✓		
District 15 - Town of Wappinger	Incoronato	✓		
District 10 - City of Poughkeepsie	Jeter-Jackson	✓		
District 9 - City of Poughkeepsie	Johnson	✓		
District 11 - Towns of Rhinebeck and Clinton	Kearney		✓	✓
District 5 - Town of Poughkeepsie	Keith	✓		
District 1 - Town of Poughkeepsie	Llaverias	✓		
District 12 - Town of East Fishkill	Metzger	✓		
District 17 - Town and Village of Fishkill	Miccio	✓		
District 20 - Town of Red Hook/Tivoli	Munn	✓		
District 18 - City of Beacon and Town of Fishkill	Page	✓		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	✓		
District 24 - Towns of Dover and Union Vale	Surman	✓		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	✓		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	✓		
District 16 - Town of Fishkill and City of Beacon	Zernike	✓		
Present:	<u>24</u>	Total:	<u>23</u>	<u>1</u>
Absent:	<u>1</u>		<u>21</u>	
Vacant:	<u>0</u>			

Date: 12/16/2019

Commendation: James J. Miccio

Commendation: Dale L. Borchert

Resolutions considered out of numerical order will be placed in numerical order for fluidity.

COMMUNICATIONS RECEIVED FOR YEAR-END 2019

Received from Essex County, Resolution No. 343, Resolution Imploring the State of New York to Immediately Amend or Delay Implementation of Bail and Discovery Reform Laws that Will Endanger the People of New York and Reverse Decades of Bipartisan Progress in Reducing Crime.

Received from Columbia County:

Resolution No. 523-2019, Resolution Imploring the State of New York to Immediately Amend or Delay Implementation of Bail and Discovery Reform Laws that Will Endanger the People of New York and Reverse Decades of Bipartisan Progress in reducing Crime.

Resolution No. 507-2019, Resolution Authorization for the County of Columbia to File a Brief in Support of Vacating EPAS Certificate of Completion for Hudson River Cleanup.

Received from Town of LaGrange, Notice of Public Hearing and Proposed Local Law Rescinding the Amendments to the Zoning Map Established by Section 240-22 of Chapter 240, "Zoning", of the LaGrange Town Code to Change the Zoning District Designation of the Following Fourteen (14) Parcels Located in the Town of LaGrange in the Route 55/82 Area or Immediately East of the Taconic State Parkway in the Case of Tax Parcel Number 133400-6460-945946 from the C Zoning District Back to the GB Zoning District and Two (2) Parcels in the Town of LaGrange Located on Route 55 Immediately to the West of the Taconic State Parkway from the C Zoning District Back to the TCB Zoning District.

Received for Dutchess County Board of Elections, Resolution No. 08-2019: Certification of Election Expenses for 2018.

Received from Seneca County, Resolution No. 258-19, Resolution to Support New York State Bill S1406/A1123 Clara's Law.

Received from Town of Pawling, Notice of Public Hearing Regarding Proposed Local Law No. ___ of 2020 to Amend Chapter 215 (Zoning) of the Town Code of the Town of Pawling Entitled "Special Events".

Received from Orleans County, Resolution No. 557-1219, Resolution Imploring the State of New York to Immediately Amend or Delay Implementation of Bail and Discovery Reform Laws that will Endanger the People of New York and Reverse Decades of Bipartisan Progress in Reducing Crime.



Essex County Board of Supervisors

Resolution No. 343

December 3, 2019
Regular Board Meeting

**RESOLUTION IMPLORING THE STATE OF NEW YORK TO
IMMEDIATELY AMEND OR DELAY IMPLEMENTATION OF BAIL
AND DISCOVERY REFORM LAWS THAT WILL ENDANGER THE
PEOPLE OF NEW YORK AND REVERSE DECADES OF
BIPARTISAN PROGRESS IN REDUCING CRIME**

The following resolution was offered by Supervisor Scozzafava, who moved its adoption.

Upon the recommendation of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, protecting the people from harm by enforcing the rule of law is the foundational role of government; and

WHEREAS, County governments are vested by the State of New York with the responsibility to protect the most vulnerable among us, including the socioeconomically disadvantaged, the disabled, the elderly and children; and

WHEREAS, no group is more vulnerable than the victims of crime, and a just society demands that crime victims should be recognized as key participants within the criminal justice system and be treated with dignity, fairness and respect; and

WHEREAS, for the past twenty-five years, the State of New York has committed itself to reducing crime, and has succeeded as evidenced by official U.S. Department of Justice Uniform Crime Reporting Statistics showing that New York transformed from the second most dangerous state in America in the early 1990s to the safest large state in America by the early 2000s; and

WHEREAS, in the final stages of adopting its FY 2020 budget, the State of New York enacted sweeping criminal justice reforms including the elimination of cash bail for many specific enumerated crimes and the imposition of stringent discovery mandates on police and prosecutors; and

WHEREAS, under bail reform, beginning January 1, 2020, judges will be stripped of their discretion to set bail for many specific enumerated crimes, which means those

suspected of committing these crimes can no longer be held in jail after their arrest, regardless of the strength of the case against these defendants, or the length of the potential sentence faced by these defendants, or the extent of the harm allegedly caused by these defendants, and instead these defendants will be released back into the general public; and

WHEREAS, these crimes include those that result in the deaths of innocent people, including several sub-categories of homicide and manslaughter, resulting in those responsible for these deaths being released back into the community of grieving families; and

WHEREAS, these crimes include Making a Terrorist Threat and Money Laundering in Support of Terrorism in the Third and Fourth Degree, resulting in those alleged to have supported terrorism in this manner, or who have threatened to commit acts of terrorism, being released immediately from police custody; and

WHEREAS, these crimes include Promoting an Obscene Sexual Performance by a Child; Possessing an Obscene Sexual Performance by a Child; Failure to Register as a Sex Offender; and Patronizing a Person for Prostitution in a School Zone, resulting in suspended child predators being released and returning into our community; and

WHEREAS, these crimes include Aggravated Assault Upon a Person Less than Eleven Years Old; Reckless Assault of a Child by a Daycare Provider; Criminal Sale of a Controlled Substance to a Child; Abandonment of a Child; and Criminal Possession of a Weapon on School Grounds, resulting in those suspected to have physically harmed or endangered children in this manner being free from custody; and

WHEREAS, these crimes include Female Genital Mutilation; Stalking in the Second Degree; and Aggravated Harassment, resulting in those suspected of violating victims in this manner being returned to the community of those victims; and

WHEREAS, these crimes include Endangering the Welfare of a Vulnerable Elderly Person or an Incompetent or Physically Disabled Person, resulting in the potential for further endangerment of seniors and these defenseless individuals; and

WHEREAS, these crimes include Aggravated Cruelty to Animals; Torturing Animals and Injuring Animals, resulting in the immediate release of those suspected of deliberately injuring, torturing and killing animals; and

WHEREAS, these crimes include Assault in the Third Degree, Aggravated Vehicular Assault, and other crimes of physical violence against people; and

WHEREAS, these crimes include Burglary of a Residence, resulting in the immediate release of these individuals back into the neighborhoods they are suspected of targeting; and

WHEREAS, these crimes include Bail Jumping and Unlawfully Fleeing a Police Officer in a Motor Vehicle, resulting in release on recognizance of the very individuals who have demonstrated a propensity to evade the law; and

WHEREAS, all of the offenders mentioned heretofore are at risk of not showing up for court, thereby placing a burden on public employees who, under this law, are required to send multiple court appearance reminders to these offenders, as well as police officers and District Attorneys who must commit resources to tracking and pursuing those who evade prosecution; and

WHEREAS, all offenders who are currently being held in custody for non-qualifying crimes including those mentioned heretofore will be eligible for release from custody on January 1, 2020; and

WHEREAS, the discovery mandates imposed by the State of New York will require police and District Attorneys, beginning January 1, 2020, to turn over voluminous trial-related materials to defense attorneys within 15 days, creating a mandate that will inevitably not be achieved in some cases and may result in the inability of the People to properly prosecute cases against criminal defendants; and

WHEREAS, the office of New York State's chief law enforcement officer, Attorney General Letitia James, testified at a state legislative hearing on October 28, 2019, that there will be implementation difficulties because prosecutors across the state lack the resources required to fully comply with discovery mandates; and

WHEREAS, the Attorney General's office further testified that their own office, which carries a limited caseload, lacks resources required to fully comply with discovery mandates and consequently needs an additional \$10 million in state funding; and

WHEREAS, discovery reform will also result in an opportunity for defendants to gain access to crime scenes that may include a victim's residence, thereby giving defendants accused of burglaries, assaults, rapes and other crimes committee in victims' homes the right to return to those same homes; and

WHEREAS, the issues mentioned heretofore will undeniably impact past, present and future victims of crime in a negative manner, and in so doing, the bail and discovery reforms adopted by the State of New York will themselves further victimize these innocent individuals; and

WHEREAS, these bail and discovery laws, in their current form, represent a clear and present danger to society, will tilt the scales of justice in favor of suspected criminals and away from innocent crime victims, and risk reversing decades of bipartisan progress made by the State of New York in reducing crime; and

WHEREAS, the fundamental responsibility of governments to protect the vulnerable in society demands that the shortcomings of these laws be remedied prior to their effective date of January 1, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the Essex County Board of Supervisors hereby implores the State of New York to immediately amend or otherwise delay implementation of these laws by convening an emergency session of the State Legislature, or by emergency executive authority, or by any other means deemed possible by the State, and do so before December 31, 2019; and

BE IT FURTHER RESOLVED, that the following improvements to these laws be implemented as soon as possible:

1. Give judges the discretion to impose bail when appropriate for all of the crimes enumerated in this resolution;
2. Increase the discovery timeline from 15 days to a minimum of 45 days;
3. Phase in discovery reform by applying these new mandates only to misdemeanors effective January 1, 2020, and then to felonies effective January 1, 2021, and repeal the provision that makes the new discovery mandates applicable to violations of the Vehicle and Traffic Law;
4. Require that court appearance reminders are sent not only to defendants but also to the victims of their crimes;
5. Extend appropriate dignity, fairness and respect to crime victims by soliciting input from victim advocate organizations and considering their suggestions for improving these laws; and

BE IT FURTHER RESOLVED, that the Essex County Board of Supervisors asks all counties in New York to urge their state representatives to take immediate action on the foregoing issues; and

BE IT FURTHER RESOLVED, that copies of this resolution be provided to every member of the New York State Legislature, Attorney General Letitia James, Lieutenant Governor Kathy Hochut, Governor Andrew Cuomo, Congresswoman Elise Stefanik, Senator Kirsten Gillibrand, Senator Charles Schumer, the New York State Association of Counties, the New York State Sheriffs' Association, the New York State Defenders Association, the New York State Probation Officers Association, the New York Council of Probation Administrators, the Association of Justices of the Supreme Court of the State of New York, the New York State Association of City Court Judges, the County Judges Association of the State of New York, and the County Attorneys' Association of the State of New York.

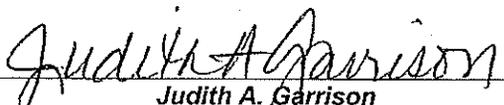
This resolution was seconded by Supervisor Depo, and duly adopted.

STATE OF NEW YORK, COUNTY OF ESSEX)ss:

I, JUDITH A. GARRISON, Clerk of the Essex County Board of Supervisors, do hereby certify that I have compared the foregoing copy with the original resolution filed in this office on the 3rd day of December, 2019, and that it is a correct and true copy thereof.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of December, 2019.




Judith A. Garrison
Clerk of the Essex County Board of Supervisors



Resolution
Board of Supervisors
County of Columbia
New York

Resolution No. 523-2019

Sponsored by Supervisor *D. Keaveney*

IMPLORING THE STATE OF NEW YORK TO IMMEDIATELY AMEND OR DELAY IMPLEMENTATION OF BAIL AND DISCOVERY REFORM LAWS THAT WILL ENDANGER THE PEOPLE OF NEW YORK AND REVERSE DECADES OF BIPARTISAN PROGRESS IN REDUCING CRIME

WHEREAS, protecting the people from harm by enforcing the rule of law is the foundational role of government; and

WHEREAS, County governments are vested by the State of New York with the responsibility to protect the most vulnerable among us, including the socioeconomically disadvantaged, the disabled, the elderly, and children; and

WHEREAS, no group is more vulnerable than the victims of crime, and a just society demands that crime victims should be recognized as key participants within the criminal justice system and be treated with dignity, fairness, and respect; and,

WHEREAS, for the past twenty-five years the State of New York has committed itself to reducing crime, and has succeeded as evidenced by official U.S. Department of Justice Uniform Crime Reporting Statistics showing that New York transformed from the second most dangerous state in America in the early 1990s to the safest large state in America by the early 2000s; and

WHEREAS, in the final stages of adopting its FY 2020 budget, the State of New York enacted sweeping criminal justice reforms including the elimination of cash bail for many specific enumerated crimes and the imposition of stringent discovery mandates on police and prosecutors; and

WHEREAS, under bail reform, beginning January 1, 2020, judges will be stripped of their discretion to set bail for many specific enumerated crimes, which means those suspected of committing these crimes can no longer be held in jail after their arrest, regardless of the strength of the case against these defendants, or the length of the potential sentence faced by these defendants, or the extent of the harm allegedly caused by these defendants, and instead these defendants will be released back into the general public; and

WHEREAS, these crimes include those that result in the deaths of innocent people, including several subcategories of homicide and manslaughter, resulting in those responsible for these deaths being released back into the community of grieving families; and

WHEREAS, these crimes include Making a Terroristic Threat and Money Laundering in Support of Terrorism in the Third and Fourth degree, resulting in those alleged to have supported terrorism in this manner, or who have threatened to commit acts of terrorism, being released immediately from police custody, and

WHEREAS, these crimes include Promoting an Obscene Sexual Performance by a Child; Possessing an Obscene Sexual Performance by a Child; Failure to Register as a Sex Offender; and Patronizing a Person for Prostitution in a School Zone, resulting in suspected child predators being released and returning into our community; and

WHEREAS, these crimes include Aggravated Assault Upon a Person Less than Eleven Years Old; Reckless Assault of a Child by a Daycare Provider; Criminal Sale of a Controlled Substance to a Child; Abandonment of a Child; and Criminal Possession of a Weapon on School Grounds, resulting in those suspected to have physically harmed or endangered children in this manner being free from custody; and

Resolution No. 523-2019 (page 2)

WHEREAS, these crimes include Female Genital Mutilation; Stalking in the Second Degree; and Aggravated Harassment, resulting in those suspected of violating victims in this manner being returned to the community of those victims; and

WHEREAS, these crimes include Endangering the Welfare of a Vulnerable Elderly Person or an Incompetent or Physically Disabled Person, resulting in the potential for further endangerment of seniors and these defenseless individuals; and

WHEREAS, these crimes include Aggravated Cruelty to Animals; Torturing Animals and Injuring Animals, resulting in the immediate release of those suspected of deliberately injuring, torturing and killing animals; and

WHEREAS, these crimes include Assault in the Third Degree, Aggravated Vehicular Assault, and other crimes of physical violence against people; and

WHEREAS, these crimes include Burglary of a Residence, resulting in the immediate release of these individuals back into the neighborhoods they are suspected of targeting; and

WHEREAS, these crimes include Bail Jumping and Unlawfully Fleeing a Police Officer in a Motor Vehicle, resulting in release on recognizance of the very individuals who have demonstrated a propensity to evade the law; and

WHEREAS, all of the offenders mentioned heretofore are at risk of not showing up for court, thereby placing a burden on public employees who, under this law, are required to send multiple court appearance reminders to these offenders, as well as police officers and District Attorneys who must commit resources to tracking and pursuing those who evade prosecution; and

WHEREAS, all offenders who are currently being held in custody for non-qualifying crimes including those mentioned heretofore will be eligible for release from custody on January 1, 2020; and

WHEREAS, the discovery mandates imposed by the State of New York will require police and District Attorneys, beginning January 1, 2020, to turn over voluminous trial-related materials to defense attorneys within 15 days, creating a mandate that will inevitably not be achieved in some cases and may result in the inability of the People to properly prosecute cases against criminal defendants, and

WHEREAS, the office of New York State's chief law enforcement officer, Attorney General Letitia James, testified at a state legislative hearing on October 28, 2019, that there will be implementation difficulties because prosecutors across the state lack the resources required to fully comply with discovery mandates; and

WHEREAS, the Attorney General's office further testified that their own office, which carries a limited criminal caseload, lacks resources required to fully comply with discovery mandates and consequently needs an additional \$10 million in state funding; and

WHEREAS, discovery reform will also result in an opportunity for defendants to gain access to crime scenes that may include a victim's residence, thereby giving defendants accused of burglaries, assaults, rapes and other crimes committed in victims' homes the right to return to those same homes; and

WHEREAS, the issues mentioned heretofore will undeniably impact past, present and future victims of crime in a negative manner, and in so doing, the bail and discovery reforms adopted by the State of New York will themselves further victimize these innocent individuals; and

WHEREAS, these bail and discovery laws, in their current form, represent a clear and present danger to society, will tilt the scales of justice in favor of suspected criminals and away from innocent crime victims, and risk reversing decades of bipartisan progress made by the State of New York in reducing crime; and

WHEREAS, the fundamental responsibility of governments to protect the vulnerable in society demands that the shortcomings of these laws be remedied prior to their effective date of January 1, 2020;

NOW, THEREFORE BE IT

Resolution No. 523-2019 (page 3)

RESOLVED, that the Columbia County Board of Supervisors hereby implores the State of New York to immediately amend or otherwise delay implementation of these laws by convening an emergency session of the State Legislature, or by emergency executive authority, or by any other means deemed possible by the State, and to do so before December 31, 2019, and be it further

RESOLVED, that the following improvements to these laws be implemented as soon as possible:

1. Give judges the discretion to impose bail when appropriate for all of the crimes enumerated in this resolution;
2. Increase the discovery timeline from 15 days to a minimum of 45 days;
3. Phase in discovery reform by applying these new mandates only to misdemeanors effective January 1, 2020, and then to felonies effective January 1, 2021, and repeal the provision that makes the new discovery mandates applicable to violations of the Vehicle and Traffic Law;
4. Require that court appearance reminders are sent not only to defendants but also to the victims of their crimes;
5. Extend appropriate dignity, fairness and respect to crime victims by soliciting input from victim advocate organizations and considering their suggestions for improving these laws; and be it further

RESOLVED, that the Columbia County Board of Supervisors asks all counties in New York State to urge their state representatives to take immediate action on the foregoing issues; and be it further

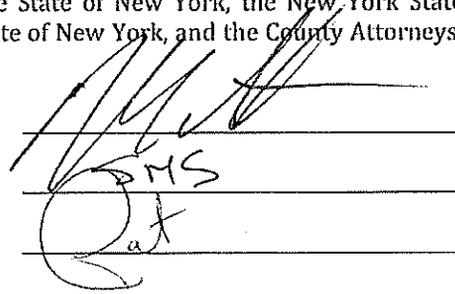
RESOLVED, that certified copies of this Resolution be forwarded to the Columbia County Attorney, the Columbia County Treasurer, every member of the New York State Legislature, Attorney General Letitia James, Lieutenant Governor Kathy Hochul, Governor Andrew Cuomo, Congresswoman Elise Stefanik, Senator Kirsten Gillibrand, Senator Charles Schumer, the New York State Association of Counties, the New York State Sheriffs' Association, the New York State Association of Chiefs of Police, the District Attorneys Association of New York, the New York State Defenders Association, the New York State Probation Officers Association, the New York Council of Probation Administrators, the Association of Justices of the Supreme Court of the State of New York, the New York State Association of City Court Judges, the County Judges Association of the State of New York, and the County Attorneys' Association of the State of New York.

Approved:



Robert J. Fitzsimmons, County Attorney

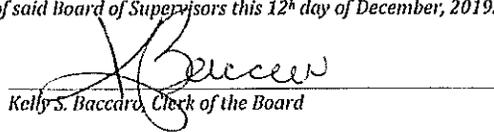
**Resolution
Committee**



STATE OF NEW YORK
COUNTY OF COLUMBIA) ss:

This is to certify that I, undersigned Clerk of the Board of Supervisors of the County of Columbia, have compared the foregoing resolution with the original resolution, now on file in the office of said clerk, and which was adopted by said Board of Supervisors on the 11th day of December, 2019, and that the same is true and correct transcript of such original resolution and of the whole thereof.

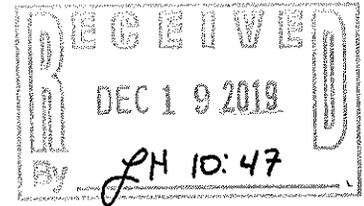
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Board of Supervisors this 12th day of December, 2019.


Kelly S. Baccaro, Clerk of the Board

Communication



Resolution
Board of Supervisors
County of Columbia
New York



Resolution No. 507-2019

Sponsored by Supervisor *Ricky Wenzel*

**AUTHORIZATION FOR THE COUNTY OF COLUMBIA TO FILE A BRIEF IN SUPPORT OF
VACATING EPAS CERTIFICATE OF COMPLETION FOR HUDSON RIVER CLEANUP**

UPON, recommendation of the County Government Committee, at a meeting held on the 26th day of November, 2019; and of the Finance Committee, at a meeting held on the 27th day of November, 2019;

WHEREAS, there are significant economic and environmental impacts of the Hudson River on Columbia County residents, many of whom rely on the river for fishing, recreation, tourism and commerce; and

WHEREAS, GE dumped over a million pounds of toxic PCBs into the Hudson River between 1947 and 1977; and

WHEREAS, the Hudson River PCB Superfund stretches 180 miles from Hudson Falls in Washington County to New York City and is divided into the Upper Hudson River, which runs 40 miles between Hudson Falls and Troy in Rensselaer County, and the Lower Hudson River, which runs from Troy 140 miles to the southern tip of Manhattan. In 2017, the EPA's review of the remediation project found approximately 54 tons of PCBs remain in the Upper River site. Additionally, the report found cleanup efforts were not adequate to protect human health and the environment, and it will take more than 50 years to achieve that level of protection. The report also noted the Lower Hudson River section, including Columbia County communities, has received no health or environmental benefits from the upriver remediation; and

WHEREAS, according to the EPA's own analysis, it will be, at minimum, over 50 years before New Yorkers can safely eat one half-pound fish meal from the Hudson River once a week without negative health effects; and

WHEREAS, New York State filed a lawsuit against the U.S. Environmental Protection Agency (EPA) by New York State Attorney General Letitia James, the State Department of Environmental Conservation (DEC) and Governor Andrew Cuomo. The suit asserts the EPA violated federal law when, in April, despite indication that concentrations of polychlorinated biphenyls (PCBs), a known human carcinogen, remain dangerously high in the Hudson River, it issued a "Certificate of Completion" to General Electric Company (GE) indicating that GE's PCB clean-up efforts were complete and the EPA agrees not to sue GE in the future; and

WHEREAS, the U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration have urged the EPA to require PCB remediation of the Hudson River; and

WHEREAS, Dutchess County, Ulster County, and Greene County have announced it will file an amicus curiae brief with the U.S. District Court for the Northern District of New York in support of the New York State lawsuit; and

WHEREAS, Assemblymember Barrett wrote a public comment urging the EPA to continue active remediation efforts in the Upper Hudson as well to investigate PCBs in the Mid and Lower Hudson;

NOW, THEREFORE BE IT

RESOLVED, Columbia County will join the Dutchess County amicus curiae brief with the U.S. District Court for the Northern District of New York in support of the New York State lawsuit filed against the U.S. Environmental Protection Agency (EPA) by New York State Attorney General Letitia James, the State Department of Environmental Conservation (DEC) and Governor Andrew Cuomo; and further be it

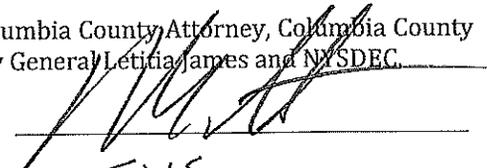
Resolution No. 507-2019 (page 2)

RESOLVED, that certified copies of this resolution be forwarded to the Columbia County Attorney, Columbia County Treasurer, the Office of Governor Andrew Cuomo, New York State Attorney General Letitia James and NYSDEC.

Approved:


Robert J. Fitzsimmons, County Attorney

**Resolution
Committee**

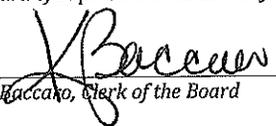


SMS
Pat

STATE OF NEW YORK
COUNTY OF COLUMBIA) ss:

This is to certify that I, undersigned Clerk of the Board of Supervisors of the County of Columbia, have compared the foregoing resolution with the original resolution, now on file in the office of said clerk, and which was adopted by said Board of Supervisors on the 11th day of December, 2019, and that the same is true and correct transcript of such original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Board of Supervisors this 12th day of December, 2019.

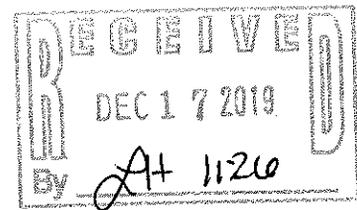


Kelly S. Baccaro, Clerk of the Board

Communication

TOWN OF LAGRANGE

ELIZABETH O'HARE
DEPUTY TOWN CLERK
120 STRINGHAM ROAD
LAGRANGEVILLE, NY 12540



December 12, 2019

Clerk
Dutchess County Legislature
22 Market Street
Poughkeepsie, New York 12601

Re: Town of LaGrange Proposed Local Law

Rescinding the amendments to the Zoning Map established by Section 240-22 of Chapter 240, "Zoning", of the LaGrange Town Code to change the zoning district designation of the following fourteen (14) parcels located in the Town of LaGrange in the Route 55/82 area or immediately east of the Taconic State Parkway in the case of tax parcel number 133400-6460-945946 from the C zoning district back to the GB zoning district and two (2) parcels in the Town of LaGrange located on Route 55 immediately to the west of the Taconic State Parkway from the C zoning district back to the TCB zoning district

Dear Sir or Madam:

On behalf of the Town Board, I forward a copy of the abstract of a proposed Local Law for review and comment.

Should you have any comments please provide them to the Town Board by the time of the scheduled public hearing of **January 22, 2020**.

Sincerely,

Elizabeth O'Hare
Deputy Town Clerk

NOTICE OF PUBLIC HEARING

TAKE NOTICE that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on January 22, 2020, at 7:00 o'clock p.m. prevailing time, on Local Law No. ___ of 2020, a local law of the Town of LaGrange, Dutchess County, New York, rescinding the amendments to the Zoning Map established by Section 240-22 of Chapter 240, "Zoning", of the LaGrange Town Code to change the zoning district designation of the following fourteen (14) parcels located in the Town of LaGrange in the Route 55/82 area or immediately east of the Taconic State Parkway in the case of tax parcel number 133400-6460-945946 from the C zoning district back to the GB zoning district and two (2) parcels in the Town of LaGrange located on Route 55 immediately to the west of the Taconic State Parkway from the C zoning district back to the TCB zoning district :

LaGrange Tax Parcel Number 133400-6560-02-501968 at 1477 Route 55
LaGrange Tax Parcel Number 133400-6560-02-515970 at 1489 Route 55
LaGrange Tax Parcel Number 133400-6560-02-546974 at 1493 Route 55
LaGrange Tax Parcel Number 133400-6560-02-564958 at Route 82 (unimproved)
LaGrange Tax Parcel Number 133400-6560-02-601974 at 2295 Route 82
LaGrange Tax Parcel Number 133400-6560-02-546919 at 1502-1504 Route 55
LaGrange Tax Parcel Number 133400-6560-02-541906 at 1498 Route 55
LaGrange Tax Parcel Number 133400-6560-02-530919 at 1496 Route 55
LaGrange Tax Parcel Number 133400-6560-02-504909 at 1486 Route 55
LaGrange Tax Parcel Number 133400-6560-01-492906 at 1482 Route 55
LaGrange Tax Parcel Number 133400-6560-01-473908 at 1474 Route 55
LaGrange Tax Parcel Number 133400-6560-01-417899 at 1456 Route 55
LaGrange Tax Parcel Number 133400-6560-01-457972 at Route 55
LaGrange Tax Parcel Number 133400-6460-02-945946 at 22 Taconic Center Lane

to change the zoning district designation of the following two (2) parcels located in the Town of LaGrange from the Commercial ("C") zoning district back to the Town Center Business ("TCB") zoning district:

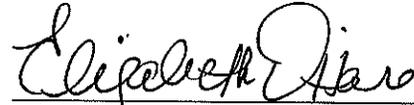
LaGrange Tax Parcel Number 133400-6460-02-802900 at 1215 Route 55
LaGrange Tax Parcel Number 133400-6460-02-823867 at 1220 –1224 Route 55

TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law will be available for examination at the office of the Clerk of the Town of LaGrange, at the Town Hall,

120 Stringham Road, LaGrangeville, New York between the hours of 8:30 a.m. and 4:00 p.m. on all business days between the date of this notice and the date of the public hearing

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED: LaGrangeville, New York
December 11, 2019



Elizabeth O'Hare
DEPUTY TOWN CLERK

RESOLUTION

Councilman Luna, introduced the following resolution, which was seconded by Councilman Baright who moved its adoption:

WHEREAS, the Town Board is responsible for preparation and adoption of the Town Comprehensive Plan, pursuant to Town Law §272-a; and

WHEREAS, the Town Board wishes to rescind the following amendments to the Town of LaGrange Comprehensive Plan:

- a) Rescinding the amendment to Table 2.2-2 that changed the names of zoning districts as of Local Law No. 4 of 2014 and identified the predecessor district names --- attached hereto as Exhibit "A";
- b) Rescinding the amendment to Section 3.3 pertaining to the location of Commercial Districts --- in the form attached hereto as Exhibit "B"; and
- c) Rescinding the amendment to the Zoning Districts Map (figure 3.4-1) that changed the land use category for fourteen properties from the former GB zone to the former C zone east of the Taconic State Parkway, and changed the land use category for two properties located immediately west of the Taconic State Parkway from the former TCB zone to the former C zone --- in the form attached hereto as Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED that:

1. The Town Board of the Town of LaGrange hereby rescinds the amendments the Town of LaGrange Comprehensive Plan as follows:

- a) Rescinding the amendment to Table 2.2-2 that changed the names of zoning districts as of Local Law No. 4 of 2014 and identified the predecessor district names;
- b) Rescinding the amendment to Section 3.3 pertaining to the location of Commercial Districts --- in the form attached hereto as Exhibit "B"; and
- c) Rescinding the amendment to the Zoning Districts Map (figure 3.4-1) that changed the land use category for fourteen properties from the former GB zone to the former C zone east of the Taconic State Parkway, changed the land use category for two properties located immediately west of the Taconic State Parkway from the former TCB zone to the former C zone --- in the form attached hereto as Exhibit "C".

2. The rescission of the amendment to the Comprehensive Plan is part of an action which includes rescinding the amendments to the Zoning Map by a proposed local law to revert back to the previous zoning district of the sixteen parcels. Pursuant to SEQRA, this is a Type II Action which would not result in any significant environmental impacts.

WHEREAS, pursuant to General Municipal Law Section 239-m and LaGrange Town Code Section 240-102, it will be necessary to refer the matter to both the Town of LaGrange Planning Board and the Dutchess County Department of Planning for their review;

WHEREAS, pursuant to the Section 272-a of the Town Law, it will be necessary to hold a public hearing upon this amendment to the Town Comprehensive Plan; and it is

RESOLVED, that a public hearing be held in relation to the proposed amendments to the Comprehensive Plan as set forth in the form of notice, hereinafter provided, at which hearing parties in interest and citizens shall have an opportunity to be heard, to be held at the Town Hall, 120 Stringham Road, LaGrangeville, New York, on January 22, 2020 at 7 o'clock, p.m., Prevailing Time, and that notice of said meeting shall be published in the official newspaper of general circulation in

the Town of LaGrange, by the Town Clerk, at least ten (10) calendar days before such hearing and that such notice shall be in the following form:

NOTICE OF PUBLIC HEARING

TAKE NOTICE, that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on January 22, 2020 at 7 o'clock, p.m., on proposed amendments to the Comprehensive Plan as follows:

- a) Rescinding the amendment to Table 2.2-2 that changed the names of zoning districts as of Local Law No. 4 of 2014 and identified the predecessor district names
- b) Rescinding the amendment to Section 3.3 pertaining to the location of Commercial Districts --- in the form attached hereto as Exhibit "B"; and
- c) Rescinding the amendment to the Zoning Districts Map (figure 3.4-1) that changed the land use category for fourteen properties from the former GB zone to the former C zone east of the Taconic State Parkway, changed the land use category for two properties located immediately west of the Taconic State Parkway from the former TCB zone to the former C zone --- in the form attached hereto as Exhibit "C".

TAKE FURTHER NOTICE, that the Comprehensive Plan, and copies of the aforesaid proposed amendments and exhibits will be

available for examination at the office of the Clerk of the Town of LaGrange, at the Town Hall, 120 Stringham Road, LaGrangeville, New York between the hours of 8:30 a.m. and 4:00 p.m. on all business days between the date of this notice and the date of the public hearing.

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED: LaGrangeville, New York
December 11, 2019


ELIZABETH O'HARE
DEPUTY TOWN CLERK

The foregoing resolution was voted upon with all councilmen voting as follows:

Supervisor Bell	AYE
Councilman Luna	AYE
Councilman Jessup	AYE
Councilwoman Wagner	AYE
Councilman Baright	AYE

DATED: LaGrangeville, New York
December 11, 2019


ELIZABETH O'HARE
DEPUTY TOWN CLERK

U:\DOCS\00070\01160\RESOLUTION\2577867.DOC

EXHIBIT A

ZONING CONVERSION TABLE
ARTICLE 2 OF THE ZONING CODE TO COMPREHENSIVE PLAN

<u>Zoning District</u>	<u>Zoning Code</u>	<u>Old Zoning District</u>	<u>Old Code</u>
Residential Flexible Density	RFD	Moderate Density Residential	R-40/60/80
Residential Moderate Density	RMD	Low Density Residential	R-80
Residential Low Density	RLD	Rural Density Residential	R-120
Residential Frank & Sleigh	RFS		
Town Center Residential	TCR	Town Center Residential	TC-R
Hamlet	H	Hamlet	H
Gateway Hamlet	GH		
Manchester Gateway Hamlet	MGH		
Town Center Business	TCB	Town Center Business	TC-B
General Business	GB	Commercial-2	C-2
Commercial	C	Commercial-1	C-1
Industrial	I	Industrial	I
Town Park	TPK	Park Land District	PD
State Park Reuse	SPR	Park Land District	PD
Daley Farm Planned Development	DFPD		
Overlook Planned Development	OPD	Planned Development District	PDD
Planned Office (Reserved)	PO	Planned Office	PO
Planned Development District	PDD		
Senior Citizen Housing District (Reserved)	SCHD		
Alternative Senior Citizen Housing District (Reserved)	ASCHD		

NOTE: PDD, SCHD, ASCHD were abolished pursuant to Local Law #7 of 2016
DFPD was established pursuant to Local Law #5 of 2016

EXHIBIT B

Proposed Changes

While the intent for these changes as noted in the 2005 were valid, and though there have been some small improvements made, the results have not materialized for these intersections of interest. Therefore, the following changes are proposed for Section 3.3 (Land Use Recommendations) under Item #3 of the 2005 Comprehensive Plan (additions and revisions noted where applicable):

Commercial Districts (C-1 and C-2): Following the development of the 2005 Comprehensive Plan, the Commercial 3 District was dissolved and absorbed into the newly designated General Business (GB) District – formerly called out as the Commercial 2 District. ~~The existing Commercial 3 Zoning District encompasses one property on Route 82. This zoning designation is not recommended to continue. In addition, the existing Commercial 1 and Commercial 2 designations are shown on the Proposed Zoning Map in a number of locations.~~ The Commercial 1 designation is applied primarily to older strip commercial centers, while the Commercial 2 (General Business) designation is intended as a smaller scale, lower impact commercial district. **The State Route 82/55 Intersection has and continues to be of a similar nature to the uses found in the Commercial 1 District; rezoning to General Business has not successfully revitalized this area nor increased the marketability/attractiveness given the extent of uses allowed here. With infrastructure improvements and development attraction focused on Town Center, providing additional commercial opportunities that are different from, but do not compete with, those in Town Center should be encouraged in the State Route 82/55 area as offered by the Commercial 1 District. This takes advantage of the existing building stock and infrastructure that is in place, providing opportunities for revitalization of the area, responding to current market trends and conditions, as well as infill development.**

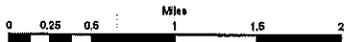
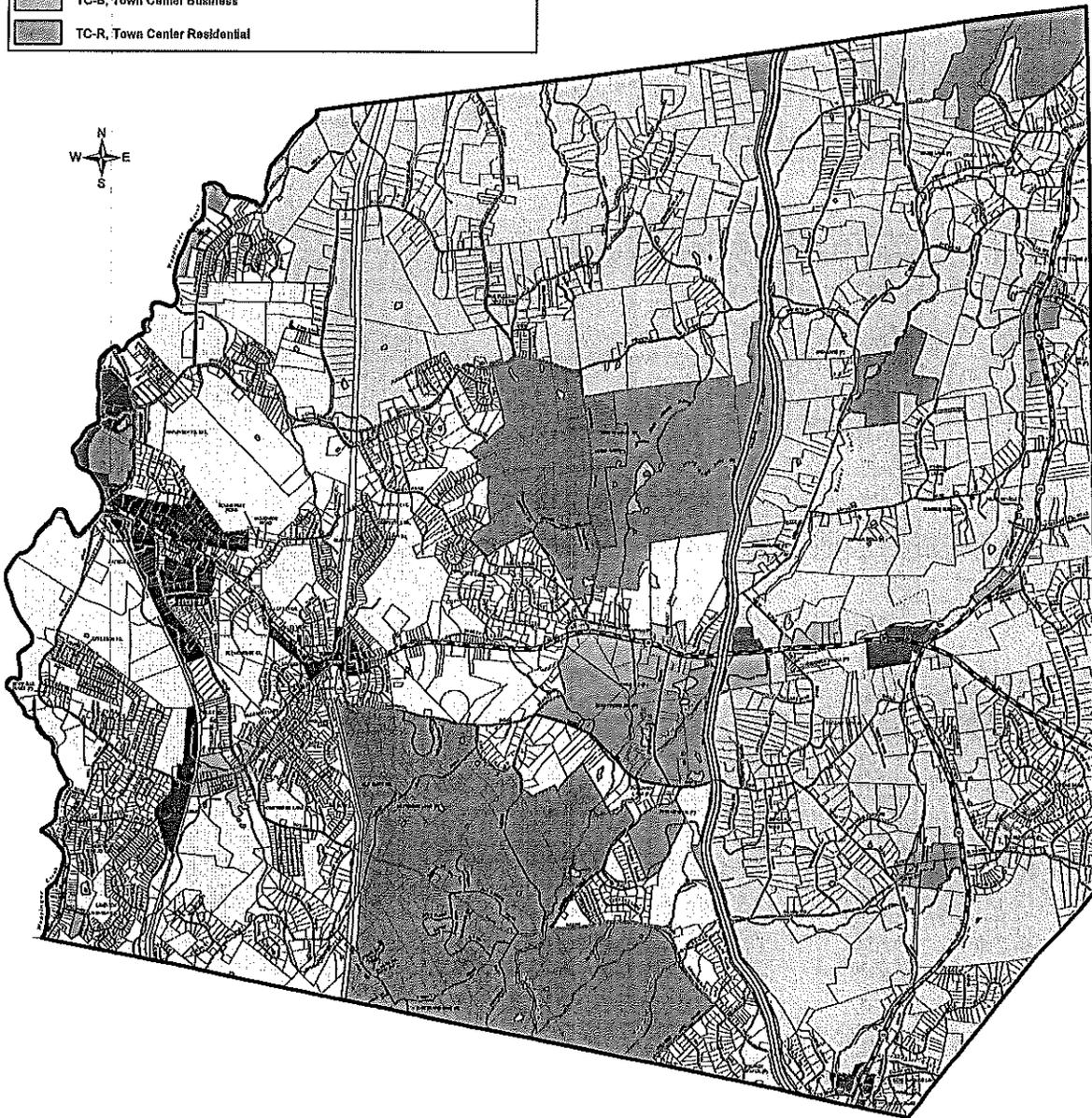
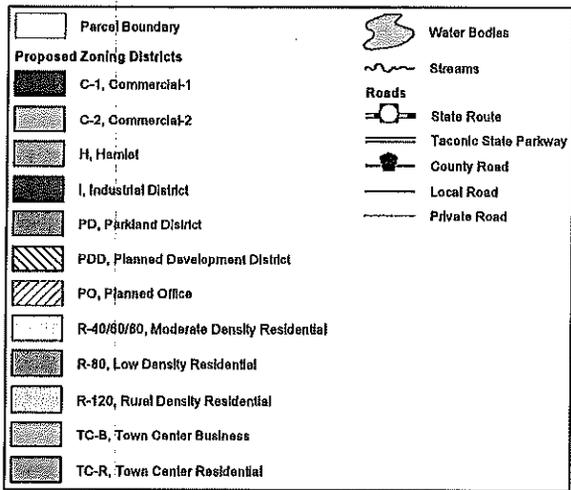
The properties in and around the Taconic State Parkway Intersection with State Route 55 *(Note: The following section was formerly the last paragraph, reformatted for flow/legibility)* **The 2005 Plan noted both the benefits and the constraints brought on with the Taconic State Parkway, providing visibility and easy access to LaGrange, but also limiting connections. The formerly designated In addition, the Commercial 2 (General Business) area, shown adjacent to the Town Center designation on the east side of the Taconic, is was recommended to replace the existing Town Center Business designation at that location. It reflects the emphasis on public infrastructure planning west of the Taconic, as well as the barrier that the Taconic presents for pedestrian mobility and accessibility. In a similar fashion to the lack of revitalization and development attributed to the State Route 82/55 Intersection, the rezoning following the 2005 Plan has not materialized and many properties remain underutilized. For this reason, it is the desire of the Town to providing more opportunities for commercial development in this area under the Commercial 1 District, while balancing the desire to create a more defined gateway into Town Center through design. Physical development on lands in this area are constrained due to environmental features, as outlined in earlier sections of the Plan; therefore, the actual extent and intensity of any future development would be dictated, in part, by the environmental constraints. Lastly, the Master Plan goal of encouraging revitalization of the Manchester Bridge Area should also be noted and the redevelopment of underutilized properties should be a priority in the future, especially as sewer infrastructure improvements are completed.**

In addition to the mapped areas for these Districts, design standards are **continue to be** recommended to address building size, scale, location, setbacks, landscaping, access and provision of pedestrian facilities, where feasible. Many of the goals and recommendations of the County's

Greenway Connections are applicable in ensuring the appropriate design and scale of existing and future commercial development and redevelopment. For example, the ~~Commercial-2 commercial~~ **land use designations proposed** along Route 55 east of the Taconic ~~are~~ **remain** intentionally nodal in form, rather than circumscribing a continuous strip.

The Proposed Zoning Districts Map (Figure 3.4-1) in the 2005 Comprehensive Plan is also amended to reflect these changes in preferred land uses for the Town, as shown in the attached.

EXHIBIT C



Data Sources:
 Parcels - Dutchess County Office of Real Property Services, August 2004.



CHAZEN ENGINEERING & LAND SURVEYING CO., P.C.

Dutchess County Office: 21 Five Star Rd. Poughkeepsie, New York 12601 Phone: (845) 454-3080	Orange County Office: 205 Sitkaow Avenue Monticello, New York 12550 Phone: (845) 667-1133	Capital District Office: 28 Durley Avenue Troy, New York 12182 Phone: (518) 235-6050	North County Office: 110 Glen Street Clara Falls, New York 12601 Phone: (618) 812-0513
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This map is prepared by THE CHAZEN COMPANIES, it should be used for reference purposes only. Responsibility for the use of this map is on the user. THE CHAZEN COMPANIES is not responsible for any errors or omissions in this map.

Town Of LaGrange 2005 Comprehensive Plan
 2018 Amendment

Figure 3.4-1 Proposed Zoning Districts

Town Of LaGrange
 Dutchess County, New York

Created by:	Castel Conroy
Date:	Revised 05/15/2018
Scale:	1:48,000
Project #:	89324.GD



Clark Patterson Lee
ARCHITECTURE | ENGINEERING | PLANNING

50 Front Street
Suite 202
Newburgh, NY 12550
845-567-6700
www.clarkpatterson.com

DATE: 11/2/18
DRAWN: JWS
CHECKED: GWB
SCALE: 1"=1,200'
PROJ. #: 12977.02

Transportation Reference Map

Commercial Rezoning

Town of LaGrange, Dutchess County, New York

Figure 1

RESOLUTION OF INTRODUCTION

WHEREAS, Councilman Jessup introduced the following local law for the Town of LaGrange to be known as Local Law No. ___ of 2020, entitled A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK, RESCINDING THE AMENDMENT TO THE ZONING MAP ESTABLISHED BY SECTION 240-22 OF CHAPTER 240, "ZONING," OF THE LAGRANGE TOWN CODE IN ORDER TO REVERT THE ZONING DISTRICT DESIGNATION OF FOURTEEN (14) PARCELS LOCATED IN THE ROUTE 55/82 AREA OR LOCATED ON ROUTE 55 IMMEDIATELY EAST OF THE TACONIC STATE PARKWAY IN THE CASE OF TAX PARCEL NUMBER 133400-6460-02-945946 BACK TO THE GENERAL BUSINESS ("GB") ZONING DISTRICT FROM THE CHANGE TO COMMERCIAL ("C" FORMERLY C-1) ZONING DISTRICT, AND IN ORDER TO REVERT THE ZONING DISTRICT DESIGNATION OF TWO (2) PARCELS LOCATED ON ROUTE 55 IMMEDIATELY TO THE WEST OF THE TACONIC STATE PARKWAY BACK TO THE TOWN CENTER BUSINESS ("TCB") ZONING DISTRICT FROM THE CHANGE TO THE COMMERCIAL ("C" FORMERLY C-1) ZONING DISTRICT.

BE IT ENACTED by the Town Board of the Town of LaGrange as follows:

Section 1. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business ("GB") zoning district, back from its amendment to Commercial ("C") zoning district:

LaGrange Tax Parcel Number 133400-6560-02-501968 at 1477 Route 55

Section 2. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business ("GB") zoning district, back from its amendment to Commercial ("C") zoning district:

LaGrange Tax Parcel Number 133400-6560-02-515970 at 1489 Route 55

Section 3. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-02-546974 at 1493 Route 55

Section 4. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-02-564958 at Route 82 (unimproved)

Section 5. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-02-601974 at 2295 Route 82

Section 6. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-02-546919 at 1502-1504 Route 55

Section 7. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-02-541906 at 1498 Route 55

Section 8. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-02-530919 at 1496 Route 55

Section 9. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-02-504909 at 1486 Route 55

Section 10. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-01-492906 at 1482 Route 55

Section 11. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-01-473908 at 1474 Route 55

Section 12. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-01-417899 at 1456 Route 55

Section 13. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6560-01-457972 at Route 55

Section 14. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6460-02-945946 at 22 Taconic Center Lane

Section 15. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6460-02-802900 at 1215 Route 55

Section 16. The Zoning Map established by Section 240-22 of Chapter 240 of the LaGrange Town Code is reverted to its previous zoning district designation of General Business (“GB”) zoning district, back from its amendment to Commercial (“C”) zoning district:

LaGrange Tax Parcel Number 133400-6460-02-823867 at 1220 –1224 Route 55

Section 17. If any section of this local law shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to affect, impair, or invalidate the remainder of this local law.

Section 18. This local law will take effect upon the filing with the Secretary of State as prescribed by law.

WHEREAS, this legislation repealing the prior amendments to the Comprehensive Plan is a direct action of the LaGrange Town Board; and

WHEREAS, pursuant to General Municipal Law § 239-m and LaGrange Town Code § 240-102, the matter is referred to both the Town of LaGrange Planning Board and the Dutchess County Department of Planning for their review; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law and Part 617 of Title 6 of the Official Compilation of Codes, Rules, and Regulations of New York (State Environmental Quality Review Act) (“SEQRA”), the Town Board has determined that that this proposed repeal of the amendments to the Zoning Map constitutes a Type II Action as defined under said regulations; and

WHEREAS, pursuant to 6 N.Y.C.R.R. § 617.5(c), the Town Board has determined that this Type II is “of a ministerial nature,” and would therefore not result in any significant adverse environmental impacts; and

WHEREAS, Councilman Jessup advised the Town Board that, pursuant to the Municipal Home Rule Law of the State of New York, it was necessary to hold a public hearing upon this local law. He offered the following resolution which was seconded by Councilman Baright, who moved its adoption:

WHEREAS, on December 11, 2019, Councilman Jessup has introduced this local law for the Town of LaGrange, to be known as Local Law No. ___ of 2020, entitled A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK, RESCINDING THE AMENDMENT TO THE ZONING MAP ESTABLISHED BY SECTION 240-22 OF CHAPTER 240, “ZONING,” OF THE LAGRANGE TOWN CODE IN ORDER TO REVERT THE ZONING DISTRICT DESIGNATION OF FOURTEEN (14) PARCELS LOCATED IN THE ROUTE 55/82 AREA OR LOCATED ON ROUTE 55 IMMEDIATELY EAST OF THE TACONIC STATE PARKWAY IN THE CASE OF TAX PARCEL NUMBER 133400-6460-02-945946 BACK TO THE GENERAL BUSINESS (“GB”) ZONING DISTRICT FROM THE

CHANGE TO COMMERCIAL ("C" FORMERLY C-1) ZONING DISTRICT, AND IN ORDER TO REVERT THE ZONING DISTRICT DESIGNATION OF TWO (2) PARCELS LOCATED ON ROUTE 55 IMMEDIATELY TO THE WEST OF THE TACONIC STATE PARKWAY BACK TO THE TOWN CENTER BUSINESS ("TCB") ZONING DISTRICT FROM THE CHANGE TO THE COMMERCIAL ("C" FORMERLY C-1) ZONING DISTRICT.

LET IT BE RESOLVED, that a public hearing be held in relation to the proposed rescission of the zoning amendments as set forth in the form notice, hereinafter provided, at which hearing parties in interest and citizens shall have an opportunity to be heard, to be held at the Town Hall, LaGrangeville, New York on January 22, 2020, at 7:00 p.m., Prevailing Time, and that notice of said meeting shall be published in the official newspaper of general circulation in the Town of LaGrange, by the Town Clerk, at least ten (10) days before such hearing and that such notice shall be in the following form:

NOTICE OF PUBLIC HEARING

TAKE NOTICE that the Town Board of the Town of LaGrange will hold a public hearing at the Town Hall, 120 Stringham Road, LaGrangeville, New York on January 22, 2020, at 7:00 o'clock p.m. prevailing time, on Local Law No. ___ of 2020, a local law of the Town of LaGrange, Dutchess County, New York, rescinding the amendments to the Zoning Map established by Section 240-22 of Chapter 240, "Zoning", of the LaGrange Town Code to change the zoning district designation of the following fourteen (14) parcels located in the Town of LaGrange in the Route 55/82 area or immediately east of the Taconic State Parkway in the case of tax parcel number 133400-6460-945946 from the C zoning district back to the GB zoning district and two (2) parcels in the Town of LaGrange located on Route 55 immediately to the west of the Taconic State Parkway from the C zoning district back to the TCB zoning district :

LaGrange Tax Parcel Number 133400-6560-02-501968 at 1477 Route 55
LaGrange Tax Parcel Number 133400-6560-02-515970 at 1489 Route 55
LaGrange Tax Parcel Number 133400-6560-02-546974 at 1493 Route 55
LaGrange Tax Parcel Number 133400-6560-02-564958 at Route 82 (unimproved)
LaGrange Tax Parcel Number 133400-6560-02-601974 at 2295 Route 82
LaGrange Tax Parcel Number 133400-6560-02-546919 at 1502-1504 Route 55
LaGrange Tax Parcel Number 133400-6560-02-541906 at 1498 Route 55
LaGrange Tax Parcel Number 133400-6560-02-530919 at 1496 Route 55
LaGrange Tax Parcel Number 133400-6560-02-504909 at 1486 Route 55
LaGrange Tax Parcel Number 133400-6560-01-492906 at 1482 Route 55
LaGrange Tax Parcel Number 133400-6560-01-473908 at 1474 Route 55
LaGrange Tax Parcel Number 133400-6560-01-417899 at 1456 Route 55
LaGrange Tax Parcel Number 133400-6560-01-457972 at Route 55
LaGrange Tax Parcel Number 133400-6460-02-945946 at 22 Taconic Center Lane

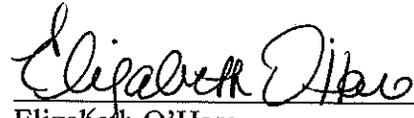
to change the zoning district designation of the following two (2) parcels located in the Town of LaGrange from the Commercial ("C") zoning district back to the Town Center Business ("TCB") zoning district:

LaGrange Tax Parcel Number 133400-6460-02-802900 at 1215 Route 55
LaGrange Tax Parcel Number 133400-6460-02-823867 at 1220 -1224 Route 55

TAKE FURTHER NOTICE, that copies of the aforesaid proposed local law will be available for examination at the office of the Clerk of the Town of LaGrange, at the Town Hall, 120 Stringham Road, LaGrangeville, New York between the hours of 8:30 a.m. and 4:00 p.m. on all business days between the date of this notice and the date of the public hearing

TAKE FURTHER NOTICE, that all persons interested and citizens shall have an opportunity to be heard on said proposal at the time and place aforesaid.

DATED: LaGrangeville, New York
December 11, 2019


Elizabeth O'Hare
DEPUTY TOWN CLERK

The foregoing resolution was voted upon with all councilmen voting as follows:

Supervisor Bell	AYE
Councilperson Luna	AYE
Councilperson Jessup	AYE
Councilperson Wagner	AYE
Councilperson Baright	AYE

DATED: LaGrangeville, New York
December 11, 2019


ELIZABETH O'HARE
DEPUTY TOWN CLERK

Short Environmental Assessment Form

Part 1 - Project Information

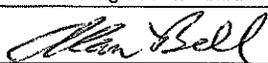
Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: LOCAL LAW OF THE TOWN OF LAGRANGE RESCINDING THE AMENDMENT TO THE ZONING MAP			
Project Location (describe, and attach a location map): Fourteen parcels in the Route 55/82 area or located on Route 55 and two (2) parcels located on Route 55 immediately west of the Taconic Parkway			
Brief Description of Proposed Action: A LOCAL LAW OF THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK, RESCINDING THE AMENDMENT TO THE ZONING MAP ESTABLISHED BY SECTION 240-22 OF CHAPTER 240, "ZONING," OF THE LAGRANGE TOWN CODE IN ORDER TO REVERT THE ZONING DISTRICT DESIGNATION OF FOURTEEN (14) PARCELS LOCATED IN THE ROUTE 55/82 AREA OR LOCATED ON ROUTE 55 IMMEDIATELY EAST OF THE TACONIC STATE PARKWAY IN THE CASE OF TAX PARCEL NUMBER 133400-6460-02-945946 BACK TO THE GENERAL BUSINESS ("GB") ZONING DISTRICT FROM THE CHANGE TO COMMERCIAL ("C" FORMERLY C-1) ZONING DISTRICT, AND IN ORDER TO REVERT THE ZONING DISTRICT DESIGNATION OF TWO (2) PARCELS LOCATED ON ROUTE 55 IMMEDIATELY TO THE WEST OF THE TACONIC STATE PARKWAY BACK TO THE TOWN CENTER BUSINESS ("TCB") ZONING DISTRICT FROM THE CHANGE TO THE COMMERCIAL ("C" FORMERLY C-1) ZONING DISTRICT; AND (2) A RESOLUTION REPEALING THE CORRESPONDING AMENDMENTS TO THE COMPREHENSIVE PLAN.			
Name of Applicant or Sponsor: Town of LaGrange Town Board		Telephone: (845) 452-1830 E-Mail: abell@lagrangeny.gov	
Address: 120 Stringham Road			
City/PO: LaGrangeville		State: NY	Zip Code: 12540
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____ _____	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Town of LaGrange Town Board</u> Date: <u>December __, 2019</u> Signature: <u></u> Title: <u>Supervisor</u>		

PRINT FORM

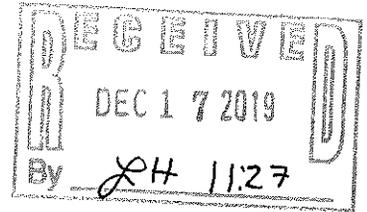


Communications

Erik J. Haight
Commissioner

Elizabeth A. Soto
Commissioner

DUTCHESS COUNTY BOARD of ELECTIONS
47 Cannon Street, Poughkeepsie, New York 12601
845-486-2473/845-486-2483 fax
www.dutchesselections.com

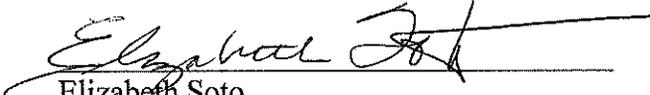


TO: Carolyn Morris, Clerk of the Dutchess County Legislature
FROM: Commissioner Haight and Commissioner Soto
DATE: December 11, 2019
RE: Resolution No. 08-2019: Certification of Election Expenses for 2018

Pursuant to New York State Election Law Section 4-138, the Dutchess County Board of Elections hereby certifies the total amount of expenses including salaries for the year 2018 was **\$2,766,433** which under provisions of the law are to be borne by Dutchess County. The salary associated with the 2018 expenses total **\$2,213,125**.



Erik Haight
Elections Commissioner



Elizabeth Soto
Elections Commissioner

BOARD OF SUPERVISORS SENECA COUNTY

Waterloo, New York 13165

SUPPORT NEW YORK STATE BILL S1406/A1123 CLARA'S LAW

RESOLUTION NO. 258-19, moved by Sprvr. Lorenzetti, second by Sprvr. Trout and adopted.

WHEREAS, Senator Pamela Helming and Assembly Minority Leader Brian Kolb sponsored New York State Bill S1406 / A1123, requiring hospitals and health care facilities to report incidents of a sexual offense to the State Departments of Health and Education; and

WHEREAS, this legislation is named after the late Clara Mae Bowman, who was sexually abused by an Intensive care-unit nurse at a Florida hospital in 2006; and

WHEREAS, the abuser resigned from the hospital amid the allegation to work at another hospital that was unaware of the allegations where he abused another patient; and

WHEREAS, every facility providing medical and health care should have access to criminal records of any potential employee caring for their patients to prevent these offenders from repeating their cycle of abuse; and

WHEREAS, any person under the care of a healthcare facility has the right to be free from mental, physical, sexual an verbal abuse as well as neglect and exploitation; and

WHEREAS, the Human Resources & Government Operations Standing Committee approved this resolution on November 26, 2019; now, therefore be it

RESOLVED, that the Seneca County Board of Supervisors, does hereby support New York State Bill S1406 / A1123 and urges the New York State Legislature to adopted said bill; and be it further

RESOLVED, that copies of this resolution be sent to Senator Helming, Assembly Minority Leader Kolb, and NYSAC.

I do hereby certify that I have compared the preceding with the original thereof, on file in the Office of the Clerk of the Board of Supervisors at Waterloo, New York, and that the same is a correct transcript therefrom and of the whole of said original; and that said original was duly adopted at a Regular meeting of the Board of Supervisors of Seneca County held at Waterloo, New York on the 10 day of December 2019.

STATE OF NEW YORK
County of Seneca



Margaret E Li

2019.12.12 16:44:25 -05'00'

Margaret E. Li, Clerk, Board of Supervisors
Seneca County, Waterloo, New York 13165

Given under my hand and official seal _____



TOWN OF PAWLING

The Pride of the Harlem Valley

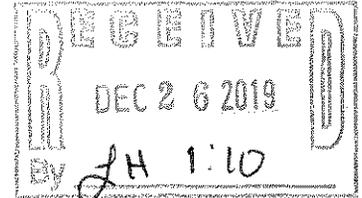
TOWN HALL
160 Charles Colman Blvd.
Pawling, New York 12564
Tel. (845) 855-5040 Fax (845) 855-0179

CATHERINE GIORDANO
TOWN CLERK
cgiordano@pawling.org

CHERYL KNOWLES
DEPUTY TOWN CLERK
cknowles@pawling.org

DATE: DECEMBER 24, 2019

**TO: DUTCHESS COUNTY BOARD OF LEGISLATORS
PUTNAM COUNTY BOARD OF LEGISLATORS
PUTNAM COUNTY PLANNING DEPARTMENT
TOWN OF BEEKMAN
TOWN OF DOVER
TOWN OF EAST FISHKILL
TOWN OF KENT
TOWN OF PATTERSON
TOWN OF SHERMAN
VILLAGE OF PAWLING
TOWN OF PAWLING BUILDING DEPARTMENT
TOWN OF PAWLING PLANNING DEPARTMENT**



THE TOWN BOARD OF THE TOWN OF PAWLING, DUTCHESS COUNTY, NEW YORK WILL CONDUCT A PUBLIC HEARING AT THE TOWN HALL, 160 CHARLES COLMAN BOULEVARD, PAWLING, NEW YORK AS FOLLOWS:

DATE: JANUARY 15, 2020

TIME: 7:00 PM

TO CONSIDER THE ADOPTION OF PROPOSED LOCAL LAW NO. __ OF 2020 TO AMEND CHAPTER 215 (ZONING) OF THE TOWN CODE OF THE TOWN OF PAWLING ENTITLED "SPECIAL EVENTS".

A COPY OF THE PUBLIC HEARING NOTICE AND THE PROPOSED LOCAL LAW ARE ATTACHED HERETO.

VERY TRULY YOURS,

CATHERINE GIORDANO
TOWN CLERK

**A LOCAL LAW ESTABLISHING AMENDING CHAPTER 215 (ZONING)
OF THE TOWN CODE OF
THE TOWN OF PAWLING
ENTITLED "SPECIAL EVENTS"**

BE IT ENACTED by the Town Board of the Town of Pawling, County of Dutchess, as follows:

Section 1: Chapter 215 (Zoning) of the Code of the Town of Pawling is hereby amended with the insertion of a new section 215-44.2 to read as follows

Special Events Article I. General Provisions
§ 215.44.2-1. Purpose.

It is the intent of this chapter to establish procedures and requirements for conducting special events in the Town of Pawling to preserve the public peace, good order and the integrity of the use regulations established under the Zoning Code, to properly provide for the health, safety and welfare of the general public and to provide penalties for violations of the provisions herein.

§ 215.44.2-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

PARKING CAPACITY

For the purposes of this chapter, parking capacity shall be the number of cars, limousines or buses permitted on the site according to a site plan approved by the Town of Pawling Planning Board.

SPECIAL EVENT

Any temporary gathering, demonstration, performance, exhibition, amusement or activity that is not currently a permitted use of the property in the applicable zoning district or which requires a parking area to accommodate all vehicles transporting attendees to the event that is larger than the existing parking capacity of the site that is conducted or sponsored by a person, organization, entity or association, including, but not limited to, carnivals, circuses, fairs, bazaars, outdoor shows and concerts, parades, walks, runs, marathons, bicycle races or motorcycle rallies, which may involve one or more of the following:

- A. The closing of a public street.
- B. The use, blocking or restriction of Town property, roads or rights-of-way;
- C. The use of amplified sound exceeding the standards set forth in Chapter 215 Section 215-35 Performance Standards of the Code of the Town of Pawling.
- D. The sale of merchandise that is not ordinarily sold in the normal course of the applicant's business.
- E. The sale or service of food to the public with the exception of the following:
 - (1) On land used in agricultural production, the sale or service of food products composed

primarily of ingredients produced on site; or

- (2) On land used in agricultural production that maintains a winery, brewery, or farm winery license issued by the New York State Liquor Authority, the sale or service of food items which customarily complement wine tastings and that are ordinarily consumed while standing or walking and without the need for utensils.

- F. The substantial increase or disruption of the normal flow of traffic on any street or highway.
- G. The placement of portable toilets.
- H. The placement of temporary no-parking or directional signs or banners.
- I. The use of Town services that would not be necessary in the absence of such an event.

Events Article II. Permit Required and Procedure

§ 215.44.2-3. Permit required.

- A. To preserve public peace, good order and the health, safety and welfare of the residents of the Town of Pawling, special events shall be prohibited in the Town of Pawling unless a special event permit is obtained in accordance with the requirements set forth in this chapter and as follows:
 - (1) All special events shall require the issuance of a special event permit.
- B. The provisions of this chapter shall not apply to the following events:
 - (1) Any event held on property owned by any special district that is contained on site and has adequate parking, ingress, egress, traffic control and sanitary facilities to host such an event;
 - (2) Any event held on property owned by a not-for-profit for its own fundraising that is contained on site and has adequate parking, ingress, egress, traffic control and sanitary facilities to host such an event; and
 - (3) Occasional events on private residential properties hosted by the owner thereof to celebrate family events, holidays, charitable or other not-for-profit fundraisers; however, any use of residential property for profit, such as a venue for weddings or other events, is prohibited.

If, however, the attendance at the events described in this § 215.44.2-3(B) are expected to meet or exceed 500, including, without limitation, organizers, employees, vendors, exhibitors and spectators/participants, the owner or event sponsor must confirm with the Building Inspector at least 60 days prior to such event that all local, state, and federal laws, rules and regulations are complied with.

§ 215.44.2-4. Notification to Neighbors: As a condition precedent to submitting an application for any special event where the expected attendance exceeds 125 people, the applicant must send written notification to all property owners within the following radius of the property where the event will be held of the applicant's intent to apply for a Special Event Permit, by certified mail, return receipt requested:

- (1) If a subject property is located partially or wholly within a commercial zoning district, the Highway Business, or CD-5 District, a radius of 500 feet;
- (2) If a subject property is located partially or wholly within the R-3 or R-4 Zoning District, a radius of

300 feet; or

- (3) If a subject property is located partially or wholly within the R-1 or R-2 Zoning District; a radius of 150 feet.

The applicant shall obtain the most current addresses for the neighboring property owner's from the assessor's office. Such notice must include:

- (1) The location, date and expected attendance at the event;
- (2) A statement whether this is a one-time event or an application for a recurring event or a series of similar events (not to exceed six in a three-month period) that are of like size and scope, and if a series, the dates of each event;
- (3) The names and contact information for all property owners and the party hosting the event, including telephone numbers and email addresses; and
- (4) A copy of the parking/event plan as detailed in item D, above.

With the application the applicant must provide a notarized affidavit affirming that the certified mailings have been sent, a list of the property owners within the specified distances and copies of any and all receipts and return receipts.

§ 215.44.2-5. Application Requirements.

The following information and materials are to be submitted with an application for a special event permit. A single application may be made for a recurring event or a series of similar events (not to exceed six in a three-month period) that are of like size and scope.

A. A completed special event application form which includes the following information:

- (1) The name, address and telephone number(s) of the person(s) who will be organizing the event and who can be contacted prior to and during the event by Town officials.
- (2) The address of the event location.
- (3) The proposed dates and hours of the special event, including setup and shutdown times.
- (4) The expected maximum number of persons intended to use the property at one time and collectively, including organizers, employees, vendors, exhibitors and spectators/participants.
- (5) Expected number of automobiles and other vehicles intended to use the property at one time and collectively.
- (6) The name, address and telephone number of the person(s) who will be engaged in the preparation and/or sale of food, alcohol, or beer and a copy of the State Liquor Authority license and County Department of health.
- (7) The name, address and cellular telephone number of any security company which will work on the premises, and a description of the duties to be performed.
- (8) The dimensions of any tents to be utilized for the event. All tents erected in connection with an event will require an application to, and the approval of, the Building Department.
- (9) Certification that the property where the event is to take place is not subject to any covenant or restriction

limiting its use, or if the use is restricted by easement or otherwise, a copy of a survey or diagram depicting the easement area and any reserved area where development rights are intact.

(10) The applicant must provide a certificate of general liability insurance and declarations page from the policy naming the Town of Pawling as an additional insured with limits of \$2,000,000 per occurrence or such other limit as may be required by the Town Board for events where expected attendance exceeds 500 attendees.

(11) Affidavit pursuant to Chapter 67 of the Town Code, entitled "Application Processing" certifying that there are no violations on the property.

B. The appropriate application fee.

(1) The fees for special event permits shall be proscribed by a resolution of the Town Board.

C. A general description of the proposed event including:

(1) The purpose of the event and description of the nature of the activities to be carried on and the admission fee to be charged, if any.

(2) The names of groups, organizations, charities or individuals who shall benefit from the proceeds of the event.

D. A parking/event plan showing:

(1) The size of the property and its location in relation to abutting streets or highways.

(2) The size and location of any existing building(s) or structure(s) that will be in operation during the course of the event and any proposed building, structure or signs to be erected temporarily for the event.

(3) The location of the stage or tents, if any.

(4) The designated areas of use for spectators, exhibitors, vendors, employees and organizers.

(5) The location of all exits.

(6) The location of all fire extinguishers and other fire safety equipment. A statement specifying the precautions to be utilized for fire protection, including a plan or drawing, to scale, specifying the location of fire lanes and water supply for fire control.

(7) The location of all temporary utilities to be installed for the event, if any.

(8) The layout of any parking area for automobiles and other vehicles and the means of ingress and egress for such parking areas. The parking spaces must allow for 10' X 20' per car, as per the code of the Town of Pawling.

(9) A traffic control plan for vehicles entering and leaving the site for the proposed event.

(10) A plan for the use of live outdoor music, loudspeakers and other sounds which will be used, if any, and the type and location of speakers and other audio equipment. A statement of the maximum noise decibels contemplated at the Special Event at the site of the nearest adjoining or contiguous property.

- (11) A description of emergency access and facilities related to the event. A statement specifying the facilities to be available for emergency treatment of any person who may require medical or nursing attention.
 - (12) Provisions to dispose of any garbage, trash, rubbish or other refuse.
 - (13) The location and a description of any additional lighting to be utilized in conjunction with the event. No off-site lighting is allowed onto any adjoining property.
 - (14) The location of sanitary facilities on site.
 - (15) The location, method and manner that water will be supplied and distributed to those in attendance.
- E. A description of any signage to be displayed adjacent to a Town, county or state road, including size, location and dates of display. All signage must comply with all requirements of the Town of Pawling Town Code.
 - F. A minimum cleanup deposit of \$250.
 - G. The Building Inspector may require the applicant to send and provide certification that written notice was sent to every property owner abutting or adjacent to the property where the event is to be held, as shown on the current Town of Pawling assessment roll, and directly opposite (by extension of the lot lines through a street or right-of-way) of the property that is the subject of the application. Said notice shall include the date, time and location of the proposed special event.
 - H. Notwithstanding the foregoing, the Town Board, upon request by an applicant, may waive in whole or in part any of the foregoing application requirements upon a finding that said requirements are not necessary for proper consideration of a permit application in accordance with the standards set forth in § 214.44.2-5E(1) through (15) or for the protection of health, safety and welfare. The Town Board's determination of any waiver request shall be in writing to the applicant and shall specify the reason for the grant or denial. If a waiver is granted, the Town Board may attach appropriate conditions to protect the public interest.

§ 215.44.2-6. Application Review Procedure and Standards.

- A. All applications for a special event permit must be submitted at least 60 days prior to a proposed event to the Town Building Department.
- B. Upon receipt of an application, the Building Inspector shall review the application, in conjunction with the Town Fire Marshall, and make a determination as to completeness. Upon making a determination that the application is complete, the Building Inspector shall cause the application and related documentation to be distributed to any Town, county or state agencies that may have jurisdiction over the event for their review and comment on any of the criteria set forth in § 215.44.2-5E of this article. Such referrals may include the Police Department, the Planning Department, the Building Department, the Office of the Zoning Board of Appeals, the Dutchess County Planning and Development, the Land Preservation Department, the Code Enforcement Department, the Fire Marshal, the Assessors' Office and/or the Town Attorney.

C. Upon receipt of comments, the Building Inspector shall review the complete application and determine whether to grant the application, deny the application, or grant the application with conditions. In considering whether to recommend approval or denial of the application, the Building Inspector shall consider the following:

- (1) The size and capacity of the site to accommodate the proposed event.
- (2) The facilities available.
- (3) The availability of highways and other means of transportation to and from the site.
- (4) The impact of the event on the safe and orderly movement of traffic within and contiguous to the event.
- (5) The need for security/law enforcement at the event.
- (6) The impact of the event on fire and police protection and ambulance service to the areas contiguous to the event and to the Town in general.
- (7) The impact of the event on the movement of firefighting equipment or ambulance service to the Town or to areas contiguous to the event.
- (8) Whether the owner, applicant or event sponsor has violated a previously issued special event permit.
- (9) Verification that there are no outstanding violations on the property at which the event will be held or any outstanding or unsatisfied conditions of a Town agency approval, including, but not limited to, those of the Planning Board or the Zoning Board of Appeals.
- (10) Verification that the granting of the permit will not violate any existing covenants or easements on the property.
- (11) Whether a permit has been granted for a prior event that was the same or substantially similar in size and scope to the event applied for and/or resulted in the impacts defined in Subsection E(4), (5), (6), (7) and (8) above.
- (12) Whether the frequency of prior or proposed special events on the site constitutes a change or intensification of the permitted use of the property necessitating a use variance or further site plan review.
- (13) If an applicant is requesting a special event permit that was held the previous year, the verification must be submitted from those charities listed on the previous application.
- (14) Any other matters that relate to the health, safety and welfare of the general public.
- (15) At any event where attendance is expected to exceed 500, including, without limitation, organizers, employees, vendors, exhibitors and spectators/participants, the Building Inspector shall ensure that all local, state and federal law, rule and regulation is complied with.

D. A deposit shall be made in an amount to be determined prior to issuance of the permit based upon the estimated direct costs attributable to additional police/sheriffs and highway costs associated with the event. After the event, the deposit will be used to cover such costs, and any monies remaining will be returned to

the applicant.

- E. Where the Building Inspector determines that there is no specific Town benefit from the event or that the event is conducted for profit, an additional deposit shall be made in an amount to be determined prior to issuance of the permit based upon the estimated direct costs attributable to additional police, highway and cleanup costs associated with the event. After the event, the deposit will be used to cover such costs, and any monies remaining will be returned to the applicant. If the costs incurred by the Town exceeds the amount deposited, the applicant shall be responsible for the additional costs incurred by the Town as a result of the special event.
- F. A special event permit is not transferable and shall expire at the close of the event(s) for which it is issued.
- G. The special event permit issued hereunder shall be displayed on the premises during the special event and shall be available for inspection.
- H. Applications for tent permits required for any event must be submitted directly to the Building Department.
- I. At the sole discretion of the Building Inspector, applications that are submitted less than 60 days prior to the proposed event may be rejected or be considered subject to the applicant paying a late processing fee.

§ 215.44.2-7. Appeal from denial of a special event permit.

An applicant who is denied a permit by the Building Inspector may apply to the Town Board for reconsideration of the application by filing an appeal with the Town Clerk within 10 days of the date of the denial. A complete copy of the application shall accompany the request for reconsideration. The Town Board may, following a public hearing, affirm, amend or reverse the determination of the Building Inspector's prior decision subject to any conditions deemed appropriate under the circumstances.

Article III. Special Events Requiring Town Board Approval

§ 215.44.2-8. Events held on Town lands or events exceeding 1,000 attendees.

A. Any event held on property owned or controlled by the Town or any event where the expected attendance exceeds 1,000 people shall be subject to approval by resolution of a majority of the Town Board. All applications for such an event shall be submitted to the Building Inspector no less than 60 days prior to the proposed event. After review of the application, the Building Inspector shall forward the application to the Town Board with a recommendation to grant the application, deny the application, or grant the application with conditions. In reviewing applications for such events, the Town Board may consider the following criteria in addition to the criteria set forth in § 215.44.2-5C above:

- (1) The size of the premises in relation to the number of people attending the event.
- (2) The sufficiency of arrangements made to control traffic, parking, noise, lighting and refuse.
- (3) The frequency of events proposed or approved for the premises and whether the frequency is so great that the events constitute a persistent usage of the property incompatible with its character or with that of the surrounding area.
- (4) Conflicts with ordinary public use of the land, roads or facilities involved.
- (5) Whether the applicant has been convicted for failure to comply with the terms of this chapter within the past three years.

- (6) Adherence to the Town Board policy of discouraging events at Town beaches and parks from the Friday before the observance of Memorial Day until Labor Day.
- (7) If two or more events with an expected attendance of more than 1,000 people are scheduled for the same date and are within a half-mile radius of each other, the Town Board will determine if there are adequate resources for the events. If there are not sufficient resources to ensure public health and safety, the Town Board shall deny one or more permits if the impacts of the events cannot be mitigated. When deciding which event to deny, the Town Board shall consider the following:
 - (a) Whether the event is recurring.
 - (b) Whether the site has been subject to a violation within the last three years.
 - (c) The date the permit application was submitted.
 - (d) If events occurred the prior calendar year, the Town Board shall consider what their impact was on that area of the Town.
 - (e) Whether the event will yield a donation to one or more local charities.

B. For any special event that is to be held on land owned, leased or controlled by the Town of Pawling, the application shall include the following:

- (1) A completed special event application form which contains the following information:
 - (a) The name, mailing address, e-mail address and telephone number(s) of the person(s) who will be organizing the event and who can be contacted prior to and during the event by Town officials.
 - (b) The proposed event location and type of event.
 - (c) The proposed dates and hours of the special event, including setup and shutdown times.
 - (d) The expected maximum number of persons intended to use the property at one time and collectively, including organizers, employees, vendors, exhibitors and spectators/participants.
 - (e) If there are any special requirements needed for the event, including, but not limited to, police presence or road closures.
- (2) An application fee as set by the Town Board by separate resolution.
- (3) A certificate of insurance and declarations page of each policy for not less than \$2,000,000 naming the Town of Pawling as an additional insured.
- (4) A minimum cleanup deposit of \$250.
- (5) Where the Town determines that there is a specific benefit for the event or that the event is conducted for profit, an additional deposit shall be made in an amount to be determined prior to issuance of the permit based upon the estimated direct costs attributable to additional police, highway and cleanup costs associated with the event. After the event, the deposit will be used to cover such costs, and any monies remaining will be returned to the applicant.

- (6) Any additional information, licensing and permits required by the Town Clerk and/or Building Department.
- (7) The Town Board may require the applicant to engage the services of licensed security guards for the event. In such case, the applicant must provide the Town Board with a copy of the contract to provide security evidencing that the guards are licensed.
- C. For any special event where the expected attendance exceeds 1,000 attendees, the application shall include all information required under § 215.44-4A, C, D and E, as well as the following:
- (1) An application fee of as set by the Town Board by separate resolution.
 - (2) A certificate of insurance and declarations page from each policy of not less than \$2,000,000 naming the Town of Pawling as an additional insured.
 - (3) The Town Board may require the applicant to send and provide certification that written notice was sent to every property owner abutting or adjacent to the property where the event is to be held, as shown on the current Town of Pawling assessment roll, and directly opposite (by extension of the lot lines through a street or right-of-way) of the property that is the subject of the application. Said notice shall include the date, time and location of the proposed special event.
 - (4) The Town Board may require the applicant to engage the services of licensed security guards for the event. In such case, the applicant must provide the Town Board with a copy of the contract to provide security evidencing that the guards are licensed.
- D. Notwithstanding the foregoing, the Town Board, upon request by an applicant, may waive in whole or in part any of the foregoing application requirements upon a finding that said requirements are not necessary for proper consideration of a permit application or for the protection of health, safety and welfare. The Town Board resolution shall specify the reason for the grant or denial. If a waiver is granted, the Town Board may attach appropriate conditions to protect the public interests.

Article IV. Enforcement

§ 215.44.2-9. Modification or rescission of permit.

If, after a permit is issued, the Town Board determines that any of the representations and/or statements contained in the application are materially inaccurate or any of the conditions of the permit have not been complied with, the Town may serve the permittee's agent a notice of rescission of special permit specifying the manner in which the permittee has not complied with the terms of its permit and/or identifying the incorrect information supplied in the application. The Town Board may, for good cause, modify or rescind such permit, absolutely or upon conditions.

§ 215.44.2-10. Penalties for offenses.

- A. It shall be unlawful for any owner, occupant or his/her agent or any other person to fail to comply with any provisions of this chapter or to fail in any manner to comply with a written notice, directive or order of the Director of Code Enforcement, Zoning Inspector or the Police/Sheriff Department, or to conduct any special event in a manner not in compliance with a permit issued pursuant to this chapter and with the provisions of

this Code.

- B. For each offense against any of the provisions of this chapter or failure to comply with a written notice, directive or order of the Director of Code Enforcement, Zoning Inspector or the Police/Sheriff Department within the time fixed for compliance therewith, the owner, occupant or his/her agent or any other person who commits, takes part or assists in the commission of any such offense or who shall fail to comply with a written order of the Director of Code Enforcement, Zoning Inspector or the Police/Sheriff Department shall be a misdemeanor and shall be subject to the following:
- (1) Failure to obtain a permit. Any person conducting a special event that is regulated under this chapter without first obtaining a permit according to the procedures outlined herein shall be subject to a fine of not less than \$1000 and not more than \$3000.
 - (2) Failure to comply with any terms of a permit. Any person failing to comply with the terms of a permit shall be subject to a fine of not less than \$1000 and not more than \$3000.
 - (3) For each subsequent offense of§ 215.44.2-9B(1) or (2), violators shall be guilty of a misdemeanor and/or subject to a fine of not less than \$3,000 nor more than \$5,000.
- C. No new special event permits will be issued to any property owner, occupant or his/her agent if such person is a named defendant in an outstanding or unresolved violation of this chapter.
- D. The Town may also maintain an action or proceeding in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this chapter.

Section 2. Severability.

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstance, and the Town Board of the Town of Pawling hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 3: Effective Date.

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Dated: _____, 2019

BY THE ORDER OF THE TOWN BOARD
TOWN OF PAWLING

RESOLUTION NO. 557-1219

IMPLORING THE STATE OF NEW YORK TO IMMEDIATELY AMEND OR DELAY IMPLEMENTATION OF BAIL AND DISCOVERY REFORM LAWS THAT WILL ENDANGER THE PEOPLE OF NEW YORK AND REVERSE DECADES OF BIPARTISAN PROGRESS IN REDUCING CRIME

WHEREAS, protecting the people from harm by enforcing the rule of law is the foundational role of government, and

WHEREAS, County governments are vested by the State of New York with the responsibility to protect the most vulnerable among us, including the socioeconomically disadvantaged, the disabled, the elderly, and children, and

WHEREAS, no group is more vulnerable than the victims of crime, and a just society demands that crime victims should be recognized as key participants within the criminal justice system and be treated with dignity, fairness, and respect, and,

WHEREAS, for the past twenty-five years the State of New York has committed itself to reducing crime, and has succeeded as evidenced by official U.S. Department of Justice Uniform Crime Reporting Statistics showing that New York transformed from the second most dangerous state in America in the early 1990s to the safest large state in America by the early 2000s, and

WHEREAS, in the final stages of adopting its FY 2020 budget, the State of New York enacted sweeping criminal justice reforms including the elimination of cash bail for many specific enumerated crimes and the imposition of stringent discovery mandates on police and prosecutors, and

WHEREAS, under bail reform, beginning January 1, 2020, judges will be stripped of their discretion to set bail for many specific enumerated crimes, which means those suspected of committing these crimes can no longer be held in jail after their arrest, regardless of the strength of the case against these defendants, or the length of the potential sentence faced by these defendants, or the extent of the harm allegedly caused by these defendants, and instead these defendants will be released back into the general public, and

WHEREAS, these crimes include those that result in the deaths of innocent people, including several subcategories of homicide and manslaughter, resulting in those responsible for these deaths being released back into the community of grieving families, and

WHEREAS, these crimes include Making a Terroristic Threat and Money Laundering in Support of Terrorism in the Third and Fourth degree, resulting in those alleged to have supported terrorism in this manner, or who have threatened to commit acts of terrorism, being released immediately from police custody, and

WHEREAS, these crimes include Promoting an Obscene Sexual Performance by a Child; Possessing an Obscene Sexual Performance by a Child; Failure to Register as a Sex Offender; and Patronizing a Person for Prostitution in a School Zone, resulting in suspected child predators being released and returning into our community, and

WHEREAS, these crimes include Aggravated Assault Upon a Person Less than Eleven Years Old; Reckless Assault of a Child by a Daycare Provider; Criminal Sale of a Controlled Substance to a Child; Abandonment of a Child; and Criminal Possession of a Weapon on School Grounds, resulting in those suspected to have physically harmed or endangered children in this manner being free from custody, and

RESOLUTION NO. 557-1219

-PAGE 2-

WHEREAS, these crimes include Female Genital Mutilation; Stalking in the Second Degree; and Aggravated Harassment, resulting in those suspected of violating victims in this manner being returned to the community of those victims, and

WHEREAS, these crimes include Endangering the Welfare of a Vulnerable Elderly Person or an Incompetent or Physically Disabled Person, resulting in the potential for further endangerment of seniors and these defenseless individuals, and

WHEREAS, these crimes include Aggravated Cruelty to Animals; Torturing Animals and Injuring Animals, resulting in the immediate release of those suspected of deliberately injuring, torturing and killing animals, and

WHEREAS, these crimes include Assault in the Third Degree, Aggravated Vehicular Assault, and other crimes of physical violence against people, and

WHEREAS, these crimes include Burglary of a Residence, resulting in the immediate release of these individuals back into the neighborhoods they are suspected of targeting, and

WHEREAS, these crimes include Bail Jumping and Unlawfully Fleeing a Police Officer in a Motor Vehicle, resulting in release on recognizance of the very individuals who have demonstrated a propensity to evade the law, and

WHEREAS, all of the offenders mentioned heretofore are at risk of not showing up for court, thereby placing a burden on public employees who, under this law, are required to send multiple court appearance reminders to these offenders, as well as police officers and District Attorneys who must commit resources to tracking and pursuing those who evade prosecution, and

WHEREAS, all offenders who are currently being held in custody for non-qualifying crimes including those mentioned heretofore will be eligible for release from custody on January 1, 2020, and

WHEREAS, the discovery mandates imposed by the State of New York will require police and District Attorneys, beginning January 1, 2020, to turn over voluminous trial-related materials to defense attorneys within 15 days, creating a mandate that will inevitably not be achieved in some cases and may result in the inability of the People to properly prosecute cases against criminal defendants, and

WHEREAS, the office of New York State's chief law enforcement officer, Attorney General Letitia James, testified at a state legislative hearing on October 28, 2019, that there will be implementation difficulties because prosecutors across the state lack the resources required to fully comply with discovery mandates, and

WHEREAS, the Attorney General's office further testified that their own office, which carries a limited criminal caseload, lacks resources required to fully comply with discovery mandates and consequently needs an additional \$10 million in state funding, and

WHEREAS, discovery reform will also result in an opportunity for defendants to gain access to crime scenes that may include a victim's residence, thereby giving defendants accused of burglaries, assaults, rapes and other crimes committed in victims' homes the right to return to those same homes, and

RESOLUTION NO. 557-1219**-PAGE 3-**

WHEREAS, the issues mentioned heretofore will undeniably impact past, present and future victims of crime in a negative manner, and in so doing, the bail and discovery reforms adopted by the State of New York will themselves further victimize these innocent individuals, and

WHEREAS, these bail and discovery laws, in their current form, represent a clear and present danger to society, will tilt the scales of justice in favor of suspected criminals and away from innocent crime victims, and risk reversing decades of bipartisan progress made by the State of New York in reducing crime, and

WHEREAS, the fundamental responsibility of governments to protect the vulnerable in society demands that the shortcomings of these laws be remedied prior to their effective date of January 1, 2020, now, therefore, be it

RESOLVED, that the Orleans County Legislature does hereby implore the State of New York to immediately amend or otherwise delay implementation of these laws by convening an emergency session of the State Legislature, or by emergency executive authority, or by any other means deemed possible by the State, and to do so before December 31, 2019, and be it further

RESOLVED, that the following improvements to these laws be implemented as soon as possible:

1. Give judges the discretion to impose bail when appropriate for all of the crimes enumerated in this resolution;
2. Increase the discovery timeline from 15 days to a minimum of 45 days;
3. Phase in discovery reform by applying these new mandates only to misdemeanors effective January 1, 2020, and then to felonies effective January 1, 2021, and repeal the provision that makes the new discovery mandates applicable to violations of the Vehicle and Traffic Law;
4. Require that court appearance reminders are sent not only to defendants but also to the victims of their crimes; and
5. Extend appropriate dignity, fairness and respect to crime victims by soliciting input from victim advocate organizations and considering their suggestions for improving these laws, and be it further

RESOLVED, that the Orleans County Legislature asks all counties in New York State to urge their state representatives to take immediate action on the foregoing issues, and be it further

RESOLVED, that copies of this resolution be provided to every member of the New York State Legislature, Governor Andrew Cuomo, Lieutenant Governor Kathy Hochul, Attorney General Letitia James, Senator Kirsten Gillibrand, Senator Charles Schumer, Senator Robert Ort; Assemblyman Steve Hawley, Assemblyman Michael Norris, the New York State Association of Counties, the New York State Sheriffs' Association, the New York State Association of Chiefs of Police, the District Attorneys Association of New York, the New York State Defenders Association, the New York State Probation Officers Association, the New York Council of Probation Administrators, the Association of Justices of the Supreme Court of the State of New York, the New York State Association of City Court Judges, the County Judges Association of the State of New York, and the County Attorneys' Association of the State of New York.

Moved, Allport; second, Draper.

Adopted. 7 ayes; 0 nays; 0 absent.

RESOLUTION NO. 557-1219

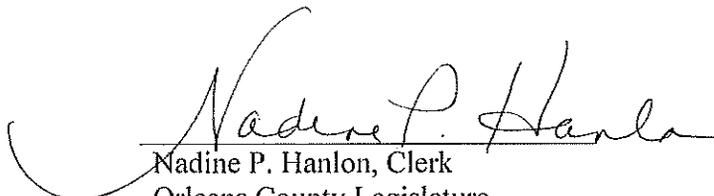
-PAGE 4-

COUNTY OF ORLEANS
STATE OF NEW YORK

I hereby certify that the foregoing is a true and correct transcript of a resolution duly adopted by the Orleans County Legislature on the 18th day of December 2019.

Dated at Albion, New York
December 19, 2019




Nadine P. Hanlon, Clerk
Orleans County Legislature
County of Orleans, New York

RESOLUTION NO. 2019319

RE: LEVY OF TAXES – CITY OF BEACON

Legislators METZGER, PULVER, SAGLIANO, and BOLNER offer the following and move its adoption:

RESOLVED, that the share of taxes to be levied and assessed on the taxable property of the City of Beacon on the tax roll for the year 2019/2020, to be collected in the year 2020, be and the same hereby is determined and fixed as shown in Exhibit "A" annexed hereto, and be it further

RESOLVED, that the Chairman of the County Legislature and the Clerk of the County Legislature be and are authorized and directed to certify this sum to the Commissioner of Finance of the City of Beacon and all others whom it may concern, in accordance with the Charter of the City of Beacon, and to issue a warrant under the hand and seal of this County Legislature for the collection of that amount from the taxable property of the City of Beacon.

CA-206-19
CEB/kvh/G-131
10/30/19

APPROVED


MARCUS J. MOLINARO
COUNTY EXECUTIVE

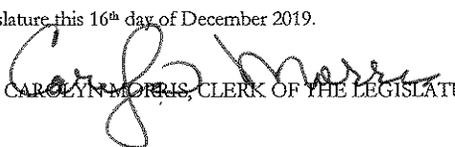
Date 12-19-2019

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 16th day of December 2019, 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 16th day of December 2019.


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:

The Levy of Taxes - City of Beacon

No Fiscal Impact

Prepared by: Margaret Burns

Prepared On: 12/11/19

DUTCHESS COUNTY
Final Tax Levy Distribution
 2020 Fiscal Year

Municipality	Portion	Rate / 1,000 AV
AMENIA	\$2,711,248	3.264499
BEEKMAN	\$4,183,032	3.297508
CLINTON	\$2,389,071	3.264522
DOVER	\$2,322,775	6.159530
E.FISHKILL	\$13,759,303	3.264504
FISHKILL	\$7,967,221	3.264510
HYDE PARK	\$5,454,812	5.935473
LAGRANGE	\$6,166,460	3.264499
MILAN	\$1,564,785	3.264533
NORTHEAST	\$1,874,923	3.264508
PAWLING	\$3,531,821	6.662258
PINE PLAINS	\$1,269,907	3.264499
PLEASANT VALLEY	\$3,240,715	3.264504
POUGHKEEPSIE	\$12,701,232	3.264524
RED HOOK	\$3,853,337	3.264499
RHINEBECK	\$5,037,621	3.752311
STANFORD	\$2,523,505	3.264512
UNION VALE	\$2,004,829	3.264518
WAPPINGER	\$9,129,833	3.264509
WASHINGTON	\$4,083,007	3.472148
CITY OF BEACON	\$4,303,982	3.264499
CITY OF POUGHKEEPSIE	\$5,200,556	3.264629

Apportioned Levy \$105,273,974.46

OMITTED TAXES: \$73,305.54

BUDGET LEVY: \$105,347,280.00

RPTL §844

FINAL 2020 FISCAL YEAR

Final Equalization Rates: 07/31/19
Taxable values as of: 12/06/19

TOWN	TAXABLE VALUE	VETERAN RPTL §458	CLERGY RPTL §460	TAXABLE FOR APPORTIONMENT	EQUALIZ RATE	TXBL TRUE VALUE ACTUAL	TRUE VALUE FOR APPORT Per RPTL §844	PORTION OF LEVY	RATE
AMENIA	830,524,805	0	0	830,524,805	100.00	830,524,805	830,524,805	2,711,248	0.003264499
BEEKMAN	1,268,543,498	11,500	1,500	1,268,556,498	99.00	1,281,357,069	1,281,370,200	4,183,032	0.003297508
CLINTON	731,828,878	5,000	0	731,833,878	100.00	731,828,878	731,833,878	2,389,071	0.003264522
DOVER	377,102,694	2,933	3,000	377,108,627	53.00	711,514,517	711,525,711	2,322,775	0.006159530
E.FISHKILL	4,214,822,075	2,850	3,000	4,214,827,925	100.00	4,214,822,075	4,214,827,925	13,759,303	0.003264504
FISHKILL	2,440,556,566	5,000	3,000	2,440,564,566	100.00	2,440,556,566	2,440,564,566	7,967,221	0.003264510
HYDE PARK	919,018,951	0	3,000	919,021,951	55.00	1,670,943,547	1,670,949,002	5,454,812	0.005935473
LAGRANGE	1,888,944,939	0	0	1,888,944,939	100.00	1,888,944,939	1,888,944,939	6,166,460	0.003264499
MILAN	479,328,740	5,000	0	479,333,740	100.00	479,328,740	479,333,740	1,564,785	0.003264533
NORTHEAST	574,335,443	0	1,500	574,336,943	100.00	574,335,443	574,336,943	1,874,923	0.003264508
PAWLING	530,123,803	1,130	0	530,124,933	49.00	1,081,885,312	1,081,887,618	3,531,821	0.006662258
PINE PLAINS	389,005,059	0	0	389,005,059	100.00	389,005,059	389,005,059	1,269,907	0.003264499
PLEASANT VALLEY	992,712,842	1,550	0	992,714,392	100.00	992,712,842	992,714,392	3,240,715	0.003264504
POUGHKEEPSIE	3,890,683,587	23,900	6,000	3,890,713,487	100.00	3,890,683,587	3,890,713,487	12,701,232	0.003264524
RED HOOK	1,180,376,148	0	0	1,180,376,148	100.00	1,180,376,148	1,180,376,148	3,853,337	0.003264499
RHINEBECK	1,342,538,323	0	4,500	1,342,542,823	87.00	1,543,147,498	1,543,152,670	5,037,621	0.003752311
STANFORD	773,011,368	2,950	0	773,014,318	100.00	773,011,368	773,014,318	2,523,505	0.003264512
UNION VALE	614,127,023	3,500	0	614,130,523	100.00	614,127,023	614,130,523	2,004,829	0.003264518
WAPPINGER	2,796,693,813	7,150	1,500	2,796,702,463	100.00	2,796,693,813	2,796,702,463	9,129,833	0.003264509
WASHINGTON	1,175,931,329	5,000	0	1,175,936,329	94.02	1,250,724,664	1,250,729,982	4,083,007	0.003472148
BEACON	1,318,420,292	0	0	1,318,420,292	100.00	1,318,420,292	1,318,420,292	4,303,982	0.003264499
CITY POUGHKEEPSIE	1,593,000,349	52,900	10,500	1,593,063,749	100.00	1,593,000,349	1,593,063,749	5,200,556	0.003264629
TOTALS	30,321,630,525	130,363	37,500	30,321,798,388		32,247,944,534	32,248,122,411	105,273,974	
ADOPTED TAX LEVY:	\$105,347,280.00								True Rate: 0.003264517
OMITTED: (-)	\$73,305.54								rate / M 3.264517
ADJUSTED TAX LEVY	\$105,273,974.46				County FV Rate	3.26			

Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 5 - Town of Poughkeepsie	Keith		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (VC)		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 12 - Town of East Fishkill	Metzger (C)		
District 15 - Town of Wappinger	Incoronato		
District 18 - City of Beacon and Town of Fishkill	Page		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion: —

Total : 12 0
 Yes No
 Abstentions: 0

Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 4 - Town of Hyde Park	Black		
District 20 - Town of Red Hook/Tivoli	Munn		
District 1 - Town of Poughkeepsie	Llaverias		
District 3 - Town of LaGrange	Borchert		
District 5 - Town of Poughkeepsie	Keith		
District 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present: 24
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion:

Total: 24 0
 Yes No
 Abstentions: 0

RESOLUTION NO. 2019320

RE: LEVY OF TAXES – CITY OF POUGHKEEPSIE

Legislators METZGER, PULVER, SAGLIANO, PULVER offer the following and move its adoption:

RESOLVED, that the share of taxes to be levied and assessed on the taxable property of the City of Poughkeepsie on the tax roll for the year 2019/2020, to be collected in the year 2020, be and the same hereby is determined and fixed as shown in Exhibit "A" annexed hereto, and be it further

RESOLVED, that the Chairman of the County Legislature and the Clerk of the County Legislature be and are authorized and directed to certify this sum to the Commissioner of Finance of the City of Poughkeepsie and all others whom it may concern, in accordance with the Charter of the City of Poughkeepsie, and to issue a warrant under the hand and seal of this County Legislature for the collection of that amount from the taxable property of the City of Poughkeepsie.

CA-207-19
CEB/kvh/G-131
10/30/19

APPROVED

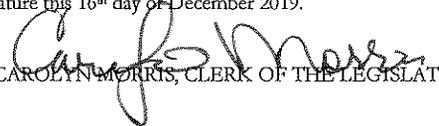
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/19/2019

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 16th day of December 2019, 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 16th day of December 2019.


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:

The Levy of Taxes - City of Poughkeepsie

No Fiscal Impact

Prepared by: Margaret Burns

Prepared On: 12/11/19

DUTCHESS COUNTY
Final Tax Levy Distribution
 2020 Fiscal Year

Municipality	Portion	Rate / 1,000 AV
AMENIA	\$2,711,248	3.264499
BEEKMAN	\$4,183,032	3.297508
CLINTON	\$2,389,071	3.264522
DOVER	\$2,322,775	6.159530
E.FISHKILL	\$13,759,303	3.264504
FISHKILL	\$7,967,221	3.264510
HYDE PARK	\$5,454,812	5.935473
LAGRANGE	\$6,166,460	3.264499
MILAN	\$1,564,785	3.264533
NORTHEAST	\$1,874,923	3.264508
PAWLING	\$3,531,821	6.662258
PINE PLAINS	\$1,269,907	3.264499
PLEASANT VALLEY	\$3,240,715	3.264504
POUGHKEEPSIE	\$12,701,232	3.264524
RED HOOK	\$3,853,337	3.264499
RHINEBECK	\$5,037,621	3.752311
STANFORD	\$2,523,505	3.264512
UNION VALE	\$2,004,829	3.264518
WAPPINGER	\$9,129,833	3.264509
WASHINGTON	\$4,083,007	3.472148
CITY OF BEACON	\$4,303,982	3.264499
CITY OF POUGHKEEPSIE	\$5,200,556	3.264629

Apportioned Levy \$105,273,974.46

OMITTED TAXES: \$73,305.54

BUDGET LEVY: \$105,347,280.00

RPTL §844		FINAL 2020 FISCAL YEAR			Final Equalization Rates:		07/31/19		
					Taxable values as of:		12/06/19		
TOWN	TAXABLE VALUE	VETERAN RPTL §458	CLERGY RPTL §460	TAXABLE FOR APPORTIONMENT	EQUALIZ RATE	TXBL TRUE VALUE ACTUAL	TRUE VALUE FOR APPORT Per RPTL §844	PORTION OF LEVY	RATE
AMENIA	830,524,805	0	0	830,524,805	100.00	830,524,805	830,524,805	2,711,248	0.003264499
BEEKMAN	1,268,543,498	11,500	1,500	1,268,556,498	99.00	1,281,357,069	1,281,370,200	4,183,032	0.003297508
CLINTON	731,828,878	5,000	0	731,833,878	100.00	731,828,878	731,833,878	2,389,071	0.003264522
DOVER	377,102,694	2,933	3,000	377,108,627	53.00	711,514,517	711,525,711	2,322,775	0.006159530
E.FISHKILL	4,214,822,075	2,850	3,000	4,214,827,925	100.00	4,214,822,075	4,214,827,925	13,759,303	0.003264504
FISHKILL	2,440,556,566	5,000	3,000	2,440,564,566	100.00	2,440,556,566	2,440,564,566	7,967,221	0.003264510
HYDE PARK	919,018,951	0	3,000	919,021,951	55.00	1,670,943,547	1,670,949,002	5,454,812	0.005935473
LAGRANGE	1,888,944,939	0	0	1,888,944,939	100.00	1,888,944,939	1,888,944,939	6,166,460	0.003264499
MILAN	479,328,740	5,000	0	479,333,740	100.00	479,328,740	479,333,740	1,564,785	0.003264533
NORTHEAST	574,335,443	0	1,500	574,336,943	100.00	574,335,443	574,336,943	1,874,923	0.003264508
PAWLING	530,123,803	1,130	0	530,124,933	49.00	1,081,885,312	1,081,887,618	3,531,821	0.006662258
PINE PLAINS	389,005,059	0	0	389,005,059	100.00	389,005,059	389,005,059	1,269,907	0.003264499
PLEASANT VALLEY	992,712,842	1,550	0	992,714,392	100.00	992,712,842	992,714,392	3,240,715	0.003264504
POUGHKEEPSIE	3,890,683,587	23,900	6,000	3,890,713,487	100.00	3,890,683,587	3,890,713,487	12,701,232	0.003264524
RED HOOK	1,180,376,148	0	0	1,180,376,148	100.00	1,180,376,148	1,180,376,148	3,853,337	0.003264499
RHINEBECK	1,342,538,323	0	4,500	1,342,542,823	87.00	1,543,147,498	1,543,152,670	5,037,621	0.003752311
STANFORD	773,011,368	2,950	0	773,014,318	100.00	773,011,368	773,014,318	2,523,505	0.003264512
UNION VALE	614,127,023	3,500	0	614,130,523	100.00	614,127,023	614,130,523	2,004,829	0.003264518
WAPPINGER	2,796,693,813	7,150	1,500	2,796,702,463	100.00	2,796,693,813	2,796,702,463	9,129,833	0.003264509
WASHINGTON	1,175,931,329	5,000	0	1,175,936,329	94.02	1,250,724,664	1,250,729,982	4,083,007	0.003472148
BEACON	1,318,420,292	0	0	1,318,420,292	100.00	1,318,420,292	1,318,420,292	4,303,982	0.003264499
CITY POUGHKEEPSIE	1,593,000,349	52,900	10,500	1,593,063,749	100.00	1,593,000,349	1,593,063,749	5,200,556	0.003264629
TOTALS	30,321,630,525	130,363	37,500	30,321,798,388		32,247,944,534	32,248,122,411	105,273,974	
ADOPTED TAX LEVY:	\$105,347,280.00							True Rate:	0.003264517
OMITTED: (-)	\$73,305.54							rate / M	3.264517
ADJUSTED TAX LEVY	\$105,273,974.46			County FV Rate	3.26				

Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 5 - Town of Poughkeepsie	Keith		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (VC)		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 12 - Town of East Fishkill	Metzger (C)		
District 15 - Town of Wappinger	Incoronato		
District 18 - City of Beacon and Town of Fishkill	Page		

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

Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 4 - Town of Hyde Park	Black		
District 20 - Town of Red Hook/Tivoli	Munn		
District 1 - Town of Poughkeepsie	Llaverias		
District 3 - Town of LaGrange	Borchert		
District 5 - Town of Poughkeepsie	Keith		
District 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present:	<u>24</u>	Resolution:	<u>✓</u>	Total :	<u>24</u>	<u>0</u>
Absent:	<u>1</u>	Motion:	<u> </u>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

RESOLUTION NO. 2019321

RE: LEVY OF COUNTY, TOWN, VILLAGE, AND
SPECIAL DISTRICT TAXES

Legislators METZGER, PULVER, SAGLIANO, and BOLNER offer the following and move its adoption:

RESOLVED, that the amount of the taxes levied and assessed on the taxable property of the Towns and Villages of Dutchess County for the County, Town, Village, and Special District taxes be and the same hereby is established in accordance with the Report of the Director of Real Property Tax Service Agency annexed hereto and made a part of this resolution as Exhibit "A", and be it further

RESOLVED, that the tax warrant of the several Towns of Dutchess County as signed by the Chairman of the County Legislature and the Clerk of the County Legislature be and is hereby ratified and confirmed and the collectors of said Towns are hereby directed to enforce the collection of taxes as required by law.

CA-208-19
CEB/kvh/G-131
10/30/19

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/19/2019

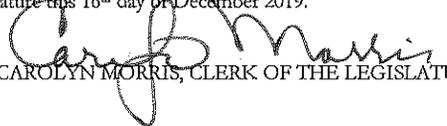
STATE OF NEW YORK

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 16th day of December 2019, 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 16th day of December 2019.


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:

The Levy of County, Town (Village) and Special District Taxes.

No Fiscal Impact

Prepared by: Margaret Burns

Prepared On: 12/11/19

DUTCHESS COUNTY
Final Tax Levy Distribution
 2020 Fiscal Year

Municipality	Portion	Rate / 1,000 AV
AMENIA	\$2,711,248	3.264499
BEEKMAN	\$4,183,032	3.297508
CLINTON	\$2,389,071	3.264522
DOVER	\$2,322,775	6.159530
E.FISHKILL	\$13,759,303	3.264504
FISHKILL	\$7,967,221	3.264510
HYDE PARK	\$5,454,812	5.935473
LAGRANGE	\$6,166,460	3.264499
MILAN	\$1,564,785	3.264533
NORTHEAST	\$1,874,923	3.264508
PAWLING	\$3,531,821	6.662258
PINE PLAINS	\$1,269,907	3.264499
PLEASANT VALLEY	\$3,240,715	3.264504
POUGHKEEPSIE	\$12,701,232	3.264524
RED HOOK	\$3,853,337	3.264499
RHINEBECK	\$5,037,621	3.752311
STANFORD	\$2,523,505	3.264512
UNION VALE	\$2,004,829	3.264518
WAPPINGER	\$9,129,833	3.264509
WASHINGTON	\$4,083,007	3.472148
CITY OF BEACON	\$4,303,982	3.264499
CITY OF POUGHKEEPSIE	\$5,200,556	3.264629

Apportioned Levy \$105,273,974.46

OMITTED TAXES: \$73,305.54

BUDGET LEVY: \$105,347,280.00

RPTL §844

FINAL 2020 FISCAL YEAR

Final Equalization Rates: 07/31/19
Taxable values as of: 12/06/19

TOWN	TAXABLE VALUE	VETERAN RPTL §458	CLERGY RPTL §460	TAXABLE FOR APPORTIONMENT	EQUALIZ RATE	TXBL TRUE VALUE ACTUAL	TRUE VALUE FOR APPORT Per RPTL §844	PORTION OF LEVY	RATE
AMENIA	830,524,805	0	0	830,524,805	100.00	830,524,805	830,524,805	2,711,248	0.003264499
BEEKMAN	1,268,543,498	11,500	1,500	1,268,556,498	99.00	1,281,357,069	1,281,370,200	4,183,032	0.003297508
CLINTON	731,828,878	5,000	0	731,833,878	100.00	731,828,878	731,833,878	2,389,071	0.003264522
DOVER	377,102,694	2,933	3,000	377,108,627	53.00	711,514,517	711,525,711	2,322,775	0.006159530
E.FISHKILL	4,214,822,075	2,850	3,000	4,214,827,925	100.00	4,214,822,075	4,214,827,925	13,759,303	0.003264504
FISHKILL	2,440,556,566	5,000	3,000	2,440,564,566	100.00	2,440,556,566	2,440,564,566	7,967,221	0.003264510
HYDE PARK	919,018,951	0	3,000	919,021,951	55.00	1,670,943,547	1,670,949,002	5,454,812	0.005935473
LAGRANGE	1,888,944,939	0	0	1,888,944,939	100.00	1,888,944,939	1,888,944,939	6,166,460	0.003264499
MILAN	479,328,740	5,000	0	479,333,740	100.00	479,328,740	479,333,740	1,564,785	0.003264533
NORTHEAST	574,335,443	0	1,500	574,336,943	100.00	574,335,443	574,336,943	1,874,923	0.003264508
PAWLING	530,123,803	1,130	0	530,124,933	49.00	1,081,885,312	1,081,887,618	3,531,821	0.006662258
PINE PLAINS	389,005,059	0	0	389,005,059	100.00	389,005,059	389,005,059	1,269,907	0.003264499
PLEASANT VALLEY	992,712,842	1,550	0	992,714,392	100.00	992,712,842	992,714,392	3,240,715	0.003264504
POUGHKEEPSIE	3,890,683,587	23,900	6,000	3,890,713,487	100.00	3,890,683,587	3,890,713,487	12,701,232	0.003264524
RED HOOK	1,180,376,148	0	0	1,180,376,148	100.00	1,180,376,148	1,180,376,148	3,853,337	0.003264499
RHINEBECK	1,342,538,323	0	4,500	1,342,542,823	87.00	1,543,147,498	1,543,152,670	5,037,621	0.003752311
STANFORD	773,011,368	2,950	0	773,014,318	100.00	773,011,368	773,014,318	2,523,505	0.003264512
UNION VALE	614,127,023	3,500	0	614,130,523	100.00	614,127,023	614,130,523	2,004,829	0.003264518
WAPPINGER	2,796,693,813	7,150	1,500	2,796,702,463	100.00	2,796,693,813	2,796,702,463	9,129,833	0.003264509
WASHINGTON	1,175,931,329	5,000	0	1,175,936,329	94.02	1,250,724,664	1,250,729,982	4,083,007	0.003472148
BEACON	1,318,420,292	0	0	1,318,420,292	100.00	1,318,420,292	1,318,420,292	4,303,982	0.003264499
CITY POUGHKEEPSIE	1,593,000,349	52,900	10,500	1,593,063,749	100.00	1,593,000,349	1,593,063,749	5,200,556	0.003264629
TOTALS	30,321,630,525	130,363	37,500	30,321,798,388		32,247,944,534	32,248,122,411	105,273,974	
ADOPTED TAX LEVY:	\$105,347,280.00								True Rate: 0.003264517
OMITTED: (-)	\$73,305.54								rate / M 3.264517
ADJUSTED TAX LEVY	\$105,273,974.46				County FV Rate	3.26			

2019/2020 Town (Village) and Special District Tax Rates

AMENIA		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		830,540,770.00	1,639,600.70	1.974136
	AMENIA LIBRARY		830,540,770.00	125,000.00	0.150504
AF000	AMENIA FIRE		661,692,884.00	625,707.00	0.945615
AL040	AMENIA LIGHT		100,863,787.00	19,000.00	0.188373
AW090	AMENIA WATER		79,900,088.00	25,705.00	0.321714
WF001	WASSAIC FIRE		254,995,552.00	396,440.00	1.554694
WL041	WASSAIC LIGHT		29,642,237.00	7,100.00	0.239523

BEEKMAN		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		1,268,997,710.00	2,485,117.11	1.958331
	BEEKMAN LIBRARY		1,268,997,710.00	424,364.07	0.334409
BF002	BEEKMAN FIRE		1,322,409,007.00	1,216,700.00	0.920063
DRW01	DOVER RIDGE SEWER		70.00	13,400.00	191.428571
SD003	DCWWA		6,213.50	171,846.77	27.657000
IDA01	DCWWA		4,801.00	241,072.61	50.212999
SDB01	DCWWA		1.00	5.02	5.020000
WZHDF	DCWWA		6,614.50	160,877.87	24.322000
WZKBH	DCWWA		695.00	71,136.03	102.354000

CLINTON		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		731,707,268.00	1,591,269.57	2.174735
	CLINTON COMMUNITY LIBRARY		731,707,268.00	115,000.00	0.157167
CF003	EAST CLINTON FIRE		349,748,100.00	548,875.55	1.569345
CF004	WEST CLINTON FIRE		431,959,872.00	472,887.23	1.094748

2019/2020 Town (Village) and Special District Tax Rates

DOVER	2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	377,742,094.00	1,849,244.19	4.895521
	DOVER LIBRARY	377,742,094.00	275,000.00	0.728010
MSDDD	MILL SUBDIVISION DR	800.00	1,000.00	1.250000
CHEDD	CRICKET HILL DRAINAGE	1,600.00	1,000.00	0.625000
DF005	DOVER FIRE PROT	394,389,577.00	911,482.00	2.311121
DL042	DOVER LIGHT (SL1)	34,479,326.00	20,000.00	0.580058
DL0Q8	DOVER LIGHT DIST2 (SL3)	4,746,134.00	2,500.00	0.526745
WL043	WINGDALE LIGHT (SL2)	28,512,087.00	20,000.00	0.701457

EAST FISHKILL	2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	4,219,019,730.00	13,508,218.37	3.201743
BKSWR	BEEKMAN SEWER	293.00	4,750.00	16.211604
BKWTR	BEEKMAN WATER	293.00	24,600.00	83.959044
FCLTD	FOUR CORNERS LIGHTING DIST.	129,160,732.00	18,000.00	0.139361
FKPWD	FISHKILL PLAINS WATER DISTRICT	426.95	125,545.00	294.050826
FRCSD	FOUR CORNERS SEWER DIST.	270.40	31,726.00	117.329882
FRCWD	FOUR CORNERS WATER DIST.	270.40	51,000.00	188.609467
HGDD1	HOPEWELL GLEN DRAINAGE DISTRICT	290.00	1,000.00	3.448276
HGSW1	HOPEWELL GLEN SIDEWALK DISTRICT	290.00	1,000.00	3.448276
LOMPK	LOMALA PARK	23,925,200.00	7,110.00	0.297176
SAGSD	SAGAMORE SEWER	118.00	68,581.00	581.194915
WFESD	WILD FLOWER EXTENSION SEWER	88.00	37,725.00	428.693182
AL046	ARICH LIGHT	32,571,700.00	5,600.00	0.171928
BCCL4	BEEKMAN CC LIGHT IV	169,770,300.00	36,008.21	0.212100
BRVWD	BRETTVIEW WATER DST	315.00	22,845.00	72.523810
BV2WD	BRETTVIEW II WATER DST	41.80	23,876.00	571.196172
DL047	DOGWOOD KNOLLS LIGHT	36,111,800.00	3,800.00	0.105229
EF006	EAST FISHKILL FIRE	4,313,936,743.00	3,427,326.00	0.794478
EFPL1	EAST FISHKILL PUBLIC LIBRARY	4,312,809,243.00	983,592.00	0.228063
HHSD2	HOPEWELL HAMLET SWR	1,107.40	826,735.00	746.554994
HHWD2	HOPEWELL HAMLET WTR D2	30.00	9,972.00	332.400000
HL044	HOPEWELL LIGHT	322,881,452.00	46,500.00	0.144016
HL045	HILLSIDE LAKE LIGHT	88,548,800.00	21,014.43	0.237320
LS0XA	LITTLE SWITZ WATER	13,860.00	44,830.00	3.234488
PW0X1	PINEWOOD KNOLLS WTR	4,400.00	15,000.00	3.409091
RW0X2	REVER PARK WATER	7,700.00	15,000.00	1.948052
TE0XB	TACONIC ESTATES WTR	4,180.00	11,225.00	2.685407
WD0HW	HAMLET WATER DST 1	21,990.00	-	-

2019/2020 Town (Village) and Special District Tax Rates

FISHKILL	2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE - HOMESTEAD	1,776,832,970.00	4,801,412.74	2.702231
	VILLAGE RATE - HOMESTEAD	91,654,497.00	113,252.48	1.235646
	TOWN RATE - NON-HOMESTEAD	582,324,336.00	2,309,126.62	3.965362
	VILLAGE RATE - NON-HOMESTEAD	249,223,915.00	425,990.49	1.709268
LD0BM	BLODGETT LIBRARY DST	1,900,900,305.00	670,688.70	0.352827
999AX	AMBULANCE DIST #1	1,562,194,514.00	14,332.00	0.009174
999RL	ROMBOUT LADDER ZN	531,136,359.00	140,187.00	0.263938
999X5	BRINKERHOFF WATER	9,540.00	22,500.00	2.358491
BW093	BEACON HILLS WTR	78,564,355.00	12,850.00	0.000164
CF009	CHELSEA FIRE	438,015,944.00	314,738.00	0.718554
DF011	DUTCHESS JCT FIRE	72,396,261.00	98,790.00	1.364573
FKWLD	FISHKILL WOODS LIGHTING DIST.	930.00	6,651.00	7.151613
FLT01	FISHKILL LIGHT	288.00	47,818.00	166.034722
GF008	GLENHAM FIRE	332,700,082.00	439,400.00	1.320709
GL048	GLENHAM LIGHT	385,209,779.00	44,700.00	0.116041
LTOMP	MERRITT LIGHTING	541.00	46,287.00	85.558226
OLPLD	OVERLOOK POINTE LIGHTING DIST.	1,950.00	21,503.00	11.027179
RF007	ROMBOUT FIRE	1,569,741,949.00	1,124,942.63	0.716642
RL052	ROUND HILL LIGHT	102,264,705.00	12,700.00	0.124188
RVLD1	ROMBOUT VILLAGE LIGHTING	1,440.00	6,840.00	4.750000
SD0TZ	ROMBOUT SEWER	20,274.00	284,086.00	14.012331
SLD01	SIDEWALK LIGHTING	228,579,379.00	5,666.00	0.024788
WD0MP	MERRITT PARK WATER DISTRICT	7,328.00	121,832.00	16.625546
WD0TX	ROMBOUT WATER DIST	17,400.00	85,062.00	4.888621

2019/2020 Town (Village) and Special District Tax Rates

HYDE PARK	2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	926,471,633.00	6,575,069.80	7.096893
RFCON	ROOSEVELT FIRE CONS	575,707,671.00	1,342,464.00	2.331850
RFDBT	ROOSEVELT FIRE DEBT	421,394,061.00	232,182.00	0.550985
SD7PB	DCWWA PBS	1,332.00	37,180.12	27.913003
SDVCS	DCWWA VCS	130.00	6,297.72	48.444000
CF051	WEST CLINTON FIRE	24,711,970.00	48,995.00	1.982642
FF012	FAIRVIEW FIRE	75,435,703.00	1,011,026.00	13.402487
GS081	GREENFIELDS SWR	28,457.00	19,000.00	0.667674
HF013	HILLSIDE FIRE	12,946,557.00	10,320.00	0.797123
HL049	HYDE PARK LIGHT	336,650,499.00	122,000.00	0.362394
HPLIB	HYDE PARK LIBRARY	776,345,477.00	460,058.13	0.592595
PF016	PL VALLEY FIRE	27,918,881.00	81,483.00	2.918563
QLA16	QUAKER LANE AMB	27,918,881.00	6,278.00	0.224866
STLIB	STAATSBRG LIBRARY	169,489,019.00	160,917.00	0.949424
WZACD	DCWW DEV COMM ZNA	1,189.00	507,595.99	426.910000
WZACV	DCWW VAC COMM ZNA	130.00	20,933.90	161.030000
WZARD	DCWW DEV RES ZNA	1,234.00	420,078.28	340.420000
WZARV	DCWW VAC RES ZNA	308.50	43,899.50	142.299838
WZBCD	DCWW DEV COMM ZNB	1,135.00	452,342.90	398.540000
WZBCV	DCWW VAC COMM ZNB	1,105.50	166,189.82	150.330005
WZBRD	DCWW DEV RES ZNB	8.00	2,796.72	349.590000
WZBRV	DCWW VAC RES ZNB	177.00	23,514.45	132.850000
WZCSB	DCWW STAATS ZNC	7,762.00	333,780.58	43.001878
WZDHH	DCWW HARBOURD HILLS ZND	4,873.00	306,996.33	62.999452
WZLCD	DCWW ZONE L COMM DEV	89.00	25,297.36	284.240000
WZLCV	DCWW ZONE L COMM VA	32.00	3,430.72	107.210000
WZLRD	DCWW ZONE L RES DEV	232.00	57,844.56	249.330000
WZLRV	DCWW ZONE L RES VAC	53.00	5,021.75	94.750000
WZQGB	DCWW GREENBUSH W ZN Q	3,559.00	157,745.56	44.323001

2019/2020 Town (Village) and Special District Tax Rates

LA GRANGE	2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	1,888,569,079.00	6,073,871.18	3.216123
DFEWD	DALEY FARM EXT WATER DISTRICT	130.00	57,750.00	444.230769
DFSWR	DALEY FARM SEWER DISTRICT	135.00	31,377.00	232.422222
FFSF3	FRANK FARMS SLEIGHT FARMS SEWER	313.00	26,417.00	84.399361
FFSW2	FRANK FARMS STORMWATER	80.00	14,546.00	181.825000
HPSWD	HIDDEN POND DRAIN	5.00	2,025.00	405.000000
HRSD	HARVEST RIDGE DRAINAGE DISTRICT	50.00	16,000.00	320.000000
MVW01	MAPLEVIEW WATER DISTRICT	91.28	32,544.00	356.529360
NSWTD	NOXON SCHOOL WATER	19.84	1,726.00	86.995968
SFSW2	SLEIGHT FARMS STORMWATER	96.00	11,077.00	115.385417
TCLTD	TOWN CENTER LIGHTING DISTRICT	65.00	12,500.00	192.307692
TCS01	TOWN CENTER DEV. SEW. IMP. AREA	442.24	34,070.00	77.039616
TCWT2	TOWN CENTER WATER IMP #2	805.12	68,478.00	85.053160
VLPSW	OVERLOOK PLACE SEWER DISTRICT	91.00	14,391.00	158.142857
DUFDR	DUTCHESS FARMS DRAIN	6,400.00	5,000.00	0.781250
GW0D6	GRANDVIEW EST WTR	5,370.00	35,081.00	6.532775
HKSMD	H&K STORMWATER MAINT	800.00	2,000.00	2.500000
HRW01	HARVEST RIDGE WATER DISTRICT	6,574.91	6,037.00	0.918187
LF018	LAGRANGE FIRE	1,923,371,468.00	7,647,799.00	3.976246
LL054	LAGRANGE LIGHT	56,994,400.00	16,200.00	0.284238
LR0DD	LAUREL RIDGE DRAIN	1,900.00	3,500.00	1.842105
LRSWD	LINCOLN RDG SRMWATR	4,000.00	5,000.00	1.250000
MGMDD	MGM DRAINAGE	1,200.00	3,000.00	2.500000
MRGDD	MEADOW RIDGE DRAIN	1,700.00	3,000.00	1.764706
MW0L1	MANCHESTER WATER	1,758.81	751,499.00	427.276966
MWS01	MALONEY WOODS STORMWATER MAIN	700.00	3,500.00	5.000000
NS0F2	NOXON KNOLLS SEWER	8,400.00	14,240.00	1.695238
RSVDD	RESERVE DRAINAGE	1,100.00	2,500.00	2.272727
SRD01	SUNSET RIDGE DRAIN	1,300.00	1,500.00	1.153846
SVFDR	SVF STORMWATER MAINT	18.00	6,300.00	350.000000
THD01	TODD HILL DRAINAGE	1,200.00	1,500.00	1.250000
TS0F1	TITUSVILLE SAN-SEWER	69,589.00	221,427.00	3.181925
TW0L6	TITUSVILLE WATER	36,345.30	28,493.00	0.783953
WED01	WINDANCE EST DRAIN	2,700.00	3,500.00	1.296296

2019/2020 Town (Village) and Special District Tax Rates

MILAN		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		479,211,770.00	1,143,349.63	2.385896
MF019	MILAN FIRE PROT		515,574,004.00	352,475.00	0.683655
PARDD	PASTURE ROCK DRAINAGE DIST.		8.00	3,066.00	383.250000

NORTH EAST		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		483,262,431.00	1,904,899.65	3.941750
	VILLAGE RATE		89,822,214.00	178,897.58	1.991685
NF020	NORTHEAST FIRE DISTRICT		400,420.00	400,420.00	0.608370
WD0EW	NORTHEAST WTR #1		39,675.00	39,675.00	2.636213

PAWLING		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		446,513,354.00	3,589,664.41	8.039322
	VILLAGE RATE		83,678,919.00	467,440.72	5.586123
	PAWLING LIBRARY		530,192,273.00	450,101.36	0.848940
WLDID	WHALEY LAKE DA		623.70	206,745.00	331.481481
PF021	PAWLING FIRE PROT		546,229,363.00	940,624.00	1.722031
999D8	TN PAWLING WATER #2		5,900.00	12,825.00	2.173729
WZJSH	DCWW SHORE HAVEN WATER		1,219.00	181,298.21	148.726998

PINE PLAINS		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		388,920,049.00	1,376,998.43	3.540569
PF022	PINE PLAINS FIRE		441,275,858.00	370,750.42	0.840178
PL055	PINE PLAINS LIGHT		133,740,295.00	30,000.00	0.224315
PW095	PINE PLAINS WATER		46,720.00	35,780.00	0.765839

PLEASANT VALLEY		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		992,747,906.00	2,349,713.23	2.366878
	PLEASANT VALLEY LIBRARY		992,747,906.00	440,000.00	0.443214
PVAMB	PL VALLEY AMBULANCE		1,034,377,436.00	128,736.00	0.124457
F023	PL VALLEY FIRE		1,034,377,436.00	1,663,998.00	1.608695
PL056	PL VALLEY LIGHT		219,169,916.00	45,000.00	0.205320
SD002	DCWWA		1,206.00	92,922.30	77.050000

2019/2020 Town (Village) and Special District Tax Rates

POUGHKEEPSIE	2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE - HOMESTEAD	2,568,249,798.00	12,416,468.86	4.834603
	VILLAGE RATE - HOMESTEAD	45,494,525.00	32,484.42	0.714029
	TOWN RATE - NON-HOMESTEAD	1,248,972,773.00	12,489,433.03	9.999764
	VILLAGE RATE - NON-HOMESTEAD	23,501,721.00	31,919.72	1.358186
CL057	CONSOL LGT HMSTD	2,656,894,564.00	442,853.72	0.166681
CL057	CONSOL LGT NON-HMSTD	1,254,218,328.00	409,202.78	0.326261
GL000	GREAT POK LIB homstd	2,656,636,564.00	2,238,898.84	0.842757
GL000	GREAT POK LIB nonhmst	1,254,218,328.00	2,068,772.53	1.649452
HF026	NEW HAMBURG FIRE	608,468,689.00	932,446.00	1.532447
999Y1	ARLINGTON SEWER	12,487,950.00	347,100.00	0.027795
999Y2	TOWNWIDE DRAINAGE IMP	22,090,611.00	277,073.55	0.012543
AF024	ARLINGTON FIRE	2,950,167,629.00	17,623,926.42	5.973873
ARBID	ARLINGTON BUSINESS DIST	52,694,800.00	57,500.00	1.091189
AS0F5	ARLINGTON SEWER MAINT	7,572,641.00	450,000.00	0.059424
AS0V1	ANTON MEYER SEWER	10,227.00	850.00	0.083113
BS0H5	BEECHWOOD ACRES SEWER	15,341.00	1,000.00	0.065185
BS0H8	BARNEGAT SWR IMP DIST	71,590.00	5,500.00	0.076826
CS0B7	CLARK-HARRIS SWR	8,949.00	500.00	0.055872
CS0F7	CROWN HGTS SEWER	379,778.00	14,000.00	0.036864
CS0G3	COLBURN SEWER DIST	71,567.00	5,750.00	0.080344
CS0G4	COUNTRY CLUB SEWER	322,741.00	75,000.00	0.232384
CS0G8	CARRIAGE HILL SEWER	82,651.00	5,500.00	0.066545
CS0H6	CASPER CRK SWR DIST	22,093.00	1,800.00	0.081474
CS0H7	CROWN HGTS SWR EX	19,176.00	1,500.00	0.078223
DS010	DEER RUN RD SWR	12,785.00	1,050.00	0.082127
FF025	FAIRVIEW FIRE	364,286,585.00	2,688,349.02	7.379764
FS0F9	OLD FARMS SEWER	68,755.00	5,000.00	0.072722
FS0Q6	TRI MUNI 1ST W SWR	3,598,653.00	15,000.00	0.004168
FS0Q7	FAIROAKS SEWER IMP	40,953.00	3,500.00	0.085464
HA0M0	NEW HAMBURG AMBL	3,306,299.00	36,000.00	0.010888
HRPWD	HUDSON RIVER PSY	324,090.00	108,300.00	0.334166
HS05S	HAGAN 5A SWR	37,073.00	3,000.00	0.080921
HS0F8	HAGAN FARM SEWER	802,332.00	60,000.00	0.074782
IS0H1	IRELAND EST SEWER IMP	139,344.00	8,000.00	0.057412
SS0G1	SPACKENKILL HGTS SEWER	67,755.00	6,000.00	0.088554
SS0G2	SOUTH RD SEWER DIST	3,577,436.00	160,000.00	0.044725
SS0G6	SUTTON PARK SEWER	468,819.00	22,500.00	0.047993
SS0H0	SOUTH GATE SEWER	883,360.00	39,000.00	0.044150
TS0F6	TWIN HILLS SEWER	121,446.00	8,500.00	0.069990
TS0G7	TWIN HILLS SEWER EXT	53,692.00	3,200.00	0.059599
TW0K3	TOWNWIDE WATER (WATER FUND)	36,462,363.50	788,157.80	0.021616
WS0G0	WOODMERE SEWER	694,160.00	40,000.00	0.057624

2019/2020 Town (Village) and Special District Tax Rates

RED HOOK		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		866,206,196.00	1,990,581.47	2.298046
	VILLAGE RATE - RED HOOK		199,740,308.00	212,191.88	1.062339
	VILLAGE RATE - TIVOLI		118,915,868.00	126,328.94	1.062339
	RED HOOK LIBRARY		1,184,862,372.00	225,128.30	0.190004
	TIVOLI LIBRARY		1,184,862,372.00	125,071.28	0.105558
CL061	CONSOLIDATED LIGHT		209,584,042.00	29,980.00	0.143045
RF027	RED HOOK FIRE PROT		938,806,956.00	459,641.23	0.489601

RHINEBECK		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		938,454,866.00	1,701,805.43	1.813412
	VILLAGE RATE		402,437,845.00	372,516.03	0.925649
	STARR LIBRARY		1,340,892,711.00	344,997.76	0.257290
	MORTON LIBRARY		1,340,892,711.00	107,063.73	0.079845
HF029	HILLSIDE FIRE		160,060,144.00	80,655.00	0.503904
RF030	RHINEBECK FIRE		632,575,737.00	251,054.17	0.396876
RF031	RHINECLIFF FIRE		193,839,788.00	68,753.45	0.354692
RL063	RHINECLIFF LIGHT		123,749,533.00	31,500.00	0.254546
RW0D2	RHINECLIFF WTR		123,749,533.00	12,900.00	0.104243
SDVCS	DCWWA VCS		260.00	12,595.44	48.444000
WZCSB	DCWW STAATS ZNC		1,267.00	56,147.11	44.315004

STANFORD		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		775,134,812.00	423,979.58	0.546975
	STANFORD LIBRARY		775,134,812.00	142,041.53	0.183248
BL064	BANGALL STANFORDVILLE LIGHT		53,591,257.00	9,500.00	0.177268
SF032	STANFORD FIRE		878,353,181.00	429,875.86	0.489411

UNION VALE		2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE		616,130,788.00	1,886,422.89	3.061725
VBMD	VERBANK MEADOWS DRAIN		10.00	2,600.00	260.000000
UF033	UNIONVALE FIRE		674,123,918.00	874,441.00	1.297152

2019/2020 Town (Village) and Special District Tax Rates

WAPPINGER	2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE - HOMESTEAD	1,929,397,121.00	3,590,180.01	1.860778
	VILLAGE RATE - HOMESTEAD	161,268,085.00	124,409.31	0.771444
	TOWN RATE - NON-HOMESTEAD	562,457,899.00	2,006,405.78	3.567211
	VILLAGE RATE - NON-HOMESTEAD	179,836,618.00	267,100.50	1.485240
999AM	AMBULANCE NON-HM	562,786,184.00	144,160.16	0.256154
999AM	AMBULANCE HOMESTD	1,993,645,792.00	258,739.84	0.129782
HF036	NEW HACKENS FIRE	1,773,002,315.00	1,334,987.50	0.752953
999W4	WAP S TRANS/TRT 3	164,310.00	680,458.00	4.141306
BD001	BLACKWATCH FARMS	2,200.00	1,500.00	0.681818
CF034	CHELSEA FIRE	175,775,930.00	128,559.33	0.731382
CL065	CHELSEA LIGHT	68,496,534.00	13,024.00	0.190141
CL067	CAMELI ACRES LIGHT	7,013,428.00	1,474.00	0.210168
GRLTN	GRINELL PUBLIC LIB.	2,378,846,927.00	823,060.41	0.345991
HF035	HUGHSONVILLE FIRE	607,753,312.00	837,246.00	1.377608
HFC35	HUGHSONVILLE FIRE COM	145,049,700.00	199,754.00	1.377142
HL066	HUGHSONVILLE LIGHT	156,443,524.00	36,179.00	0.231259
KD001	KEENAN ACRE DRAINAGE	1,800.00	1,500.00	0.833333
MD001	MEADOWWOOD DRAINAGE	3,900.00	1,000.00	0.256410
MS0N5	MIDPOINT SEWER DIST	16,700.00	29,716.00	1.779401
RAWLD	REGENCY LIGHTING	22,700.00	19,200.00	0.845815
TSDDD	TUSCANY SUBDIV. DRAINAGE DIST	1,200.00	1,000.00	0.833333
JWSD0	UNITED WAPPINGER SEWER DISTRICT	421,649.00	145,145.00	0.344232
WCWD1	UNITED WAPPINGER WATER DIST.	565,860.00	1,148,766.00	2.030124
WS0N1	CENTRAL WAPP SWR IM	171,962.00	20,469.00	0.119032

WASHINGTON	2019/2020	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	961,162,213.00	1,832,956.23	1.907021
	VILLAGE RATE	213,897,897.00	186,768.38	0.873166
	MILLBROOK LIBRARY	1,175,060,110.00	184,000.00	0.156588
WF037	WASHINGTON FIRE	1,178,310,996.00	552,700.00	0.469061

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 5 - Town of Poughkeepsie	Keith		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (VC)		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 12 - Town of East Fishkill	Metzger (C)		
District 15 - Town of Wappinger	Incoronato		
District 18 - City of Beacon and Town of Fishkill	Page		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total: 12 0
 Yes No
 Abstentions: 0

Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 4 - Town of Hyde Park	Black		
District 20 - Town of Red Hook/Tivoli	Munn		
District 1 - Town of Poughkeepsie	Llaverias		
District 3 - Town of LaGrange	Borchert		
District 5 - Town of Poughkeepsie	Keith		
District 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present:	<u>24</u>	Resolution:	<u>✓</u>	Total :	<u>24</u>	<u>0</u>
Absent:	<u>1</u>	Motion:	<u> </u>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

RESOLUTION NO. 2019322

RE: UNPAID WATER AND SEWER RENTS

Legislators METZGER, PULVER, SAGLIANO, and BOLNER offer the following and move its adoption:

WHEREAS, the Director of the Real Property Tax Service Agency has submitted a statement showing the unpaid water and sewer rents as referred by the various towns in Dutchess County and the Dutchess County Water District, as attached hereto, now, therefore, be it

RESOLVED, that pursuant to Section 198, paragraph 3, subdivision (d) and Section 198, paragraph 1, subdivision (k) of the Town Law and Article 5, Title 6-C of the Public Authorities Law, there be levied and assessed unpaid sewer and water rents as certified by the various Town Boards in the water and sewer districts and by the Director of Dutchess County Water and Wastewater Authority for the Dutchess County Water District, as attached hereto, and be it further

RESOLVED, that the assessments as levied and assessed on the attached list, when collected, be paid to the Supervisor of the various Towns, and, for the Dutchess County Water District, to the Dutchess County Commissioner of Finance.

CA-209-19
CEB/kvh/G-131
10/22/19

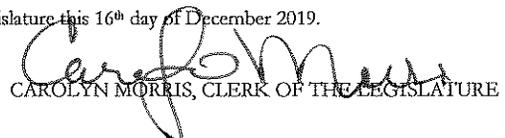
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/19/2019

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 16th day of December 2019, 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 16th day of December 2019.


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:

The Re-levy amounts of Unpaid Water and Sewer Rents for the twenty towns of Dutchess County and the Dutchess County Water Wastewater Authority.

No Fiscal Impact

Prepared by: Margaret Burns

Prepared On: 12/11/19

UNPAID WATER AND SEWER RENT

2019/2020

<u>TOWN</u>	<u>WATER</u>	<u>SEWER</u>	<u>MISC.</u>
AMENIA	15,597.00		11,640.00
BEEKMAN	13,630.95	18,144.98	
EAST FISHKILL	242,282.27	189,730.66	8,678.37
FISHKILL	301,269.25		
HYDE PARK			18,381.03
LAGRANGE	152,669.88		27,797.36
NORTH EAST	6,845.20		
PAWLING	20,700.25	56,374.07	
PINE PLAINS	10,921.80		
POUGHKEEPSIE	350,350.96	225,826.33	3,171.51
RED HOOK	6,748.75		
WAPPINGER	191,584.24	287,568.44	
DUTCHESS COUNTY WATER/WASTEWATER	490,138.80		

Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
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District 15 - Town of Wappinger	Incoronato		
District 18 - City of Beacon and Town of Fishkill	Page		

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

2019322 UNPAID WATER AND SEWER RENTS

December 16, 2019

Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 4 - Town of Hyde Park	Black		
District 20 - Town of Red Hook/Tivoli	Munn		
District 1 - Town of Poughkeepsie	Llaverias		
District 3 - Town of LaGrange	Borchert		
District 5 - Town of Poughkeepsie	Keith		
District 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present: 24
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion:

Total : 24 0
 Yes No
 Abstentions: 0

2019322 UNPAID WATER AND SEWER RENTS

December 16, 2019

RESOLUTION NO. 2019323

RE: CHARGES AGAINST THE TWO CITIES AND TWENTY TOWNS
FOR THE SERVICES AND MATERIALS SUPPLIED BY THE REAL
PROPERTY TAX SERVICE AGENCY AND OFFICE OF CENTRAL
AND INFORMATION SERVICES

Legislators METZGER, PULVER, SAGLIANO, and BOLNER offer the following and
move its adoption:

WHEREAS, the Real Property Tax Service Agency has supervised the preparation of
grievance rolls, final assessment rolls and bills, and supplied related work materials to the two
cities and twenty towns within the County, and

WHEREAS, the Office of Central and Information Services and Real Property Tax Service
Agency have incurred expenses in preparing these tax rolls, tax bills and other related services,
and

WHEREAS, pursuant to Section 578 of the Real Property Tax Law these expenses may be
charged to the respective towns and cities of the County, now, therefore, be it

RESOLVED, that the expenses set forth on Exhibit "A" be levied and assessed on the
taxable real property of the towns and cities of the County in the respective amount indicated on
the attached Exhibit and when collected, be payable to the County Commissioner of Finance.

CA-210-19
CEB/kvh/G-131
10/30/19

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/19/2019

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 16th day of December 2019, 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 16th day of December 2019.


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:

The Re-levy amounts of the unpaid Chargebacks for services supplied by the Office of Real Property Tax and the Office of Central and Information Services.

No Fiscal Impact

Prepared by: Margaret Burns

Prepared On: 12/11/19

Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 5 - Town of Poughkeepsie	Keith		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (VC)		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 12 - Town of East Fishkill	Metzger (C)		
District 15 - Town of Wappinger	Incoronato		
District 18 - City of Beacon and Town of Fishkill	Page		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

2019323 CHARGES AGAINST THE TWO CITIES AND TWENTY TOWNS FOR THE SERVICES AND MATERIALS SUPPLIED BY THE REAL PROPERTY TAX SERVICE AGENCY AND OFFICE OF CENTRAL AND INFORMATION SERVICES

December 16, 2019

Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 4 - Town of Hyde Park	Black		
District 20 - Town of Red Hook/Tivoli	Munn		
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District 3 - Town of LaGrange	Borchert		
District 5 - Town of Poughkeepsie	Keith		
District 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present:	<u>24</u>	Resolution:	<u>✓</u>	Total :	<u>24</u>	<u>0</u>
Absent:	<u>1</u>	Motion:	<u> </u>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2019323 CHARGES AGAINST THE TWO CITIES AND TWENTY TOWNS FOR THE SERVICES AND MATERIALS SUPPLIED BY THE REAL PROPERTY TAX SERVICE AGENCY AND OFFICE OF CENTRAL AND INFORMATION SERVICES

December 16, 2019

RESOLUTION NO. 2019324

RE: RATIFYING THE 2020-2023 AGREEMENT BETWEEN
DUTCHESS COUNTY AND THE DUTCHESS COUNTY DEPUTY
SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC.

Legislators METZGER, PULVER, SAGLIANO, and BOLNER offer the following and move its adoption:

WHEREAS, the negotiating teams for Dutchess County and the Dutchess County Deputy Sheriff's Police Benevolent Association, Inc., (DCPBA) have negotiated a proposed Collective Bargaining Agreement regarding the terms and conditions of employment for the bargaining unit for the years January 1, 2020 through December 31, 2023, and

WHEREAS, the DCPBA has ratified a Memorandum of Agreement which modifies the January 1, 2016 – December 31, 2019 Collective Bargaining Agreement, and

WHEREAS, a copy of the Memorandum of Agreement, signed November 21, 2019, is attached hereto and made a part hereof, and

WHEREAS, the terms of the Memorandum of Agreement shall be incorporated into the Collective Bargaining Agreement and all other provisions of that Collective Bargaining Agreement shall remain unchanged except for modification of dates where applicable, and

WHEREAS, Dutchess County and the Dutchess County Deputy Sheriff's Police Benevolent Association, Inc., shall execute a new Collective Bargaining Agreement which shall incorporate the terms of the Memorandum of Agreement, now, therefore be it

RESOLVED, that the Memorandum of Agreement and the proposed Collective Bargaining Agreement between Dutchess County and the Dutchess County Deputy Sheriff's Police Benevolent Association, Inc., (DCPBA) be ratified, and be it further

RESOLVED, that the County Executive or his designee is hereby authorized and empowered to execute and deliver the Collective Bargaining Agreement on behalf of the County which shall incorporate the terms of the Memorandum of Agreement adopted by this Legislature in substantially the same form as is attached hereto and made a part hereof.

CA-232-19
TJL/kvh G-0175-A
12/10/19
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/19/2019

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 16th day of December 2019, 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 16th day of December 2019.


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 \$ ⁰ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$0

Total 4 Year Period 1/1/20-12/31/23: \$4,013,000

Additional Comments/Explanation:

The full cost of the contract over the four year period beginning January 1, 2020 through December 31, 2023 totals approximately \$4.01 million. No amendments are required to the 2019 budget.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 11/19/2019

AGREEMENT
BY AND BETWEEN
THE SHERIFF OF THE COUNTY OF DUTCHESS,
THE COUNTY OF DUTCHESS,
AND
THE DUTCHESS COUNTY DEPUTY SHERIFFS POLICE
BENEVOLENT ASSOCIATION, INC.

JANUARY 1, 2020 – DECEMBER 31, 2023

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AGREEMENT

THIS AGREEMENT, made as of the day of December, 2019, by and between the **SHERIFF OF THE COUNTY OF DUTCHESS**, a public officer of the State of New York, having his principal office at 108 Parker Avenue, Poughkeepsie, New York 12601 and the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to collectively as the "Employer" and respectively as the "Sheriff and the "County"), and the **DUTCHESS COUNTY DEPUTY SHERIFFS POLICE BENEVOLENT ASSOCIATION, INC.**, having its principal place of business at 108 Parker Avenue, Poughkeepsie, New York 12601 (hereinafter referred to as the "P.B.A.").

This Agreement incorporates by reference, as if more fully set forth herein, a certain Memorandum of Agreement entered into by and between the parties dated November 21, 2019, and a copy of which is contained herein as Appendix I.

WITNESSETH:

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:

"ADJUSTED BENEFIT DATE"

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"

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"

The County of Dutchess, and its units of government.

"COUNTY EXECUTIVE"

The chief executive officer of the County as that office is defined and established in Article III of the Dutchess County Charter, or his designee

"DATE OF HIRE"

The date on which an Employee is hired by the County.

"EMPLOYEE(S)"

A member of the work force of the Employer who is duly appointed to one of the titles set forth in Appendix "A", annexed to and made a part of this Agreement, who works the basic work week set forth in Appendix "A".

"EMPLOYER"

The County and the Sheriff as co-employers pursuant to Article XIV of the New York State Civil Service Law.

"HE"

Means she, pursuant to Section 22 of the General Construction Law.

"SHERIFF"

The duly elected Sheriff of the County as that office is defined in Article XXIII of the Dutchess County Charter, or his designee.

"P.B.A."

The Dutchess County Deputy Sheriffs' Police Benevolent Association, Inc.

"UNIT"

The Law Enforcement division within the Sheriff's Office.

ARTICLE II
RECOGNITION

SECTION 1. REPRESENTATION

The Employer agrees that the P.B.A. shall be the sole and exclusive representative of all Employees described in Article III for the purpose of collective bargaining and grievances for such period as provided by the Public Employees Fair Employment Law. For the purpose of representation, the Employer shall limit access to County property only to representatives of the P.B.A., except where required by law.

SECTION 2. MEMBERSHIP DUES

The Employer shall deduct from the wages of Employees who sign an authorization form permitting such payroll deductions and remit to the P.B.A. regular membership dues, initiation fees, and such other charges as may be determined from time-to-time by the Trustees of the P.B.A. subject to payroll capability.

SECTION 3. NO STRIKE AFFIRMATION

The P.B.A. affirms that it shall not assert the right to strike against the Employer, 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 Employer agrees that the P.B.A. is the sole and exclusive negotiating representative for the Employees 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 by the Employer 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) A title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law and the changed title is deemed by the County to be managerial or confidential.

SECTION 3. AMENDED APPENDICES

Updated Appendix "A" indicating modifications of the Unit as authorized above shall be provided by the Employer to the P.B.A. upon request.

ARTICLE IV
COMPENSATION

SECTION 1. SUPPORTING DOCUMENTS

Attached hereto and made a part hereof are the following documents:

- (a) Annual Salary Job Group Allocations (Appendix B)
- (b) Annual Salary Schedule for 2019 (Appendix C)
- (c) Annual Salary Schedule for January 1, 2020 (Appendix C-1)
- (d) Annual Salary Schedule for January 1, 2021 (Appendix C-2)
- (e) Annual Salary Schedule for January 1, 2022 (Appendix C-3)
- (f) Annual Salary Schedule for January 1, 2023 (Appendix C-4)
- (g) Longevity Schedule (Appendix D)
- (h) Rules for Administration for 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 2019 (Appendix C) reflects the base salaries pursuant to which the 2020-2023 salaries are calculated
- (b) The salary schedule for 2020 (Appendix C-1) reflects an increase over the 2019 Salary Schedule of two and one-half (2.5%) percent and shall be paid retroactively to January 1, 2020.
- (c) The salary schedule for 2021 (Appendix C-2) reflects an increase over the 2020 Salary Schedule of two and one-half (2.5%) percent.
- (d) The salary schedule for 2022 (Appendix C-3) reflects an increase over the 2021 Salary Schedule of two and one-half (2.5%) percent.
- (e) The salary schedule for 2023 (Appendix C-4) reflects an increase over the 2022 Salary Schedule of two and three-quarters percent (2.75%) percent.
- (f) Retroactive salary increases will be paid only to those Employees who were on the payroll on the date of final ratification, or who had retired between January 1, 2020 and the date of final ratification, or any member that has, through continuous service, moved into a management position within the Sheriff's Department.
- (g) Effective January 1, 2016, the salary schedules for Sergeant and Lieutenant shall be replaced with the following:

Sergeants will receive a fifteen (15%) differential over the top Deputy Step.

Lieutenants shall receive a ten (10%) differential over the Sergeant.

SECTION 3. DIFFERENTIAL COMPENSATION

A work day will be broken into three work periods and Employees working other than the daytime work period (B line) will be recognized for pay purposes to be within the work period wherein over sixty percent (60%) of the working hours are set:

(a) B Line – 6:00 a.m. to 6:00 p.m. – the base rate established by the salary plan.

(b) C Line – 6:00 p.m. to 12:00 midnight – the base rate established by the salary plan for B Line personnel, plus five percent (5%).

(c) A Line – 12:00 midnight – 6:00 a.m. – the base rate established by the salary plan for B Line personnel, plus ten percent (10%).

SECTION 4. DAYLIGHT SAVINGS, EASTERN STANDARD TIME CHANGES

When an Employee works the entire A Line shift in the Spring on the day Daylight Savings time is implemented, he shall be paid for seven (7) hours. When an Employee works the entire A Line shift in the Fall on the day Eastern Standard time is implemented, he shall be paid for nine (9) hours.

SECTION 5. EMERGENCY CALL-BACK PAY

An Employee called back to work after his regular work shift or called in 4 or more hours before his regular work shift, shall be guaranteed a minimum of three (3) hours pay at time and one-half. Time worked after the guaranteed minimum shall be compensated at straight time or overtime, depending upon the total hours worked by the Employee for the week in question.

SECTION 6. COURT OR GRAND JURY PAY

Time accumulated when an Employee is making a court or grand jury appearance related to his job duties during off-duty hours shall be considered in the computation of overtime. The minimum compensation for such appearance shall be two (2) hours straight time in monetary pay.

SECTION 7. INCREMENTS

Increments based upon the annual increment structure, as reflected in Appendices "C-1" through "C-5", shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "8" of this Article IV, effective the first full pay period following the Employee's adjusted increment date.

SECTION 8. ANNUAL PERFORMANCE APPRAISAL

(a) The parties recognize that the Employer 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) The following are reasonable guidelines to be followed wherever practical in implementing the Annual Performance Appraisal System:

- (i) The Employee's performance should be monitored throughout the appraisal year with the supervisor making notations periodically in the incident file on the Employee and providing the Employee with a copy simultaneously. These notations should be both of typical performance as well as unusual incidents and should reflect the range of Employee performance, both good and bad.
- (ii) Approximately six (6) months into the appraisal year, the incident file should be reviewed against the previous appraisal to see how this year's performance compares to the previous appraisal. If performance is unsatisfactory or marginal, the Employee and supervisor should discuss the Employee's performance, noting any deficiencies in performance, and the supervisor should review the expectations of performance for the job. The supervisor should seek to resolve any environmental factors such as work flow, that may be hindering Employee performance. The "coaching" session should be followed up in writing, so both the supervisor and Employee have a record of what was discussed.
- (iii) Nine (9) months into the appraisal period, the same procedure should be followed. The "coaching" session should review the previous session noting any improvements or declines in performance. The Employee should again be told of the expectations of performance for the job. In addition, the Employee should be told that unsatisfactory performance may result in denial of the merit increment. The "coaching" session should be followed up in writing, so both the supervisor and Employee have a record.
- (iv) Two (2) weeks prior to the Employee's anniversary date, the formal appraisal should be completed. The information from the incident file and the result of the two "coaching" sessions should be included. If the increment is denied, the Employee should be told where improvements in performance are needed.

SECTION 9. LONGEVITY PAYMENT

Longevity payments after 10, 15, 20, 25 and 30 years of service shall be paid, as set forth in Appendix "D", to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "8" above, effective the first full pay period following their adjusted longevity date. If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent six (6) months to determine if the longevity shall be implemented at that time.

SECTION 10. DETECTIVE, CIVIL DEPUTY AND PLAINCLOTHES EMPLOYEE STIPEND

- (a) As outlined below, Employees duly designated, in the discretion of the Sheriff, to serve as Deputy Sheriff Detective shall receive an annual stipend above the employees' then current base salary.

Effective January 1, 2020 – seven percent (7%)

Effective January 1, 2021 – eight percent (8%)
Effective January 1, 2022 – nine percent (9%)
Effective January 1, 2023 – ten percent (10%)

- (b) Employees duly designated to serve as Deputy Sheriff Detective Sergeants shall receive an annual stipend of three percent (3%) above the top step of Deputy Sergeant.
- (c) Employees duly designated to serve as Deputy Sheriff Detective Lieutenants shall receive an annual stipend of three percent (3%) above the top step of Deputy Lieutenant.
- (d) Each plainclothes Deputy Sheriff, including Civil, CAC, FIG, and Warrant Deputies, but excluding Detectives, shall receive a yearly clothing allowance of six hundred dollars (\$600.00) payable in two equal installments on approximately January 1 and July 1 of each year.

SECTION 11. CANINE OFFICERS

All Employees assigned to the care and handling of a canine shall receive additional compensation as follows:

- (a) For each calendar week that a canine is in the care and custody of an Employee, a sum of money equivalent to 4 hours of overtime, and
- (b) For each calendar week that a canine is in the care and custody of an Employee, a sum of money equivalent to 10 hours of pay at the Federal minimum wage;
- (c) Employees assigned under this Section shall be entitled to request equivalent compensatory time in lieu of payment pursuant to (a) above not to exceed a total of 40 hours annually;
- (d) All Employees assigned under this Section shall be required to submit a Weekly Canine Report in the form set forth in Appendix "F".

ARTICLE V

WORKDAY AND WORK WEEK

SECTION 1. BASIC WORKDAY AND WORKWEEK

The basic work week for Employees is 40 hours per week, 8 hours per day for five (5) consecutive days. No Employee will regularly be required to work a split shift.

SECTION 2. ROAD PATROL/WORK WEEK, WORK SCHEDULE.

- (a) The work week for bargaining unit employees assigned to the Road Patrol Division shall be five (5) consecutive days with two (2) consecutive days off. A schedule showing the assignments with the schedule of days off will be prepared by the Sheriff on an annual basis. The normal work day shall be eight (8) hours. It shall include a paid thirty (30) minute meal break and two (2) fifteen (15) minute break

periods during each tour of duty, with the time thereof to continue on its present basis.

- (b) Road Patrol Tours of Duty. The tour of duty or shifts for road patrols will approximate the following schedule:

<u>A Line</u>	Supervisors	11:00 p.m.-	7:00a.m.
	Deputy Sheriffs	12:00 midnight-	8:00 a.m.
<u>B Line</u>	Supervisors	7:00 a.m.-	3:00 p.m.
	Deputy Sheriffs	8:00 a.m.-	4:00 p.m.
<u>C Line</u>	Supervisors	3:00 p.m.-	11:00 p.m.
	Deputy Sheriffs	4:00 p.m.-	12:00 midnight

- (c) Assignments.

- (i) The non-supervisory members of the bargaining unit assigned to the Road Patrol Division shall on an annual basis bid for all assignments to each of the three (3) shifts based on seniority. This bid will be completed prior to the vacation bidding.
- (ii) The number of individuals and available days off on Lines A, B and C shall rest solely with the Sheriff or his designee. A newly hired Deputy shall not be permitted to bid for their first eighteen (18) months of employment after completing MPTC training. During said eighteen (18) month period, assignments shall be at the discretion of the Sheriff.
- (iii) In regard to all assignments, the Sheriff or his designee will retain the right to reassign individuals for just cause based upon reasonable criteria including, but not limited to, the following:
1. Disciplinary Problems
 2. Training
 3. Personality Conflicts Within the Shift
 4. Improper Performance of Duty
 5. Restricted or Light Duty
 6. Need for Shifting Manpower
- (d) Once assigned, road patrol members will follow the work schedule for that assignment.
- (e) Vacancies in the Road Patrol Division. All vacancies shall be filled at the sole discretion of the Sheriff or his designee.
- (f) Sergeants assigned to the road patrol may bid by seniority in rank for available days off as determined by the Sheriff or his designee. Lieutenants shall not participate in the bid process.
- (g) Claimed violations of this Article shall not be subject to the grievance procedure, but may be appealed to the Sheriff or his designee.

SECTION 3. RECORD OF ATTENDANCE

Daily time records, in form determined by the Sheriff, showing actual time worked, as well as all types of leave and vacation time earned by each Employee, will be maintained by the Sheriff.

SECTION 4. OFF-DUTY WORK ASSIGNMENTS

All off-duty work assignments will be offered first to full-time Employees and will not be offered to others unless a full-time Employee is unavailable.

ARTICLE VI
SENIORITY

SECTION 1. DETERMINATION OF SENIORITY

Seniority shall be determined by the Employee's length of service as an Employee in a position in the bargaining unit. The effective date of hire as a full-time Deputy Sheriff shall be used as the original date of employment. Seniority in rank shall be determined by the effective date of the Employee's full-time appointment to that rank. For the purpose of determining relative seniority between Employees who receive appointments to the rank of Deputy Sheriff on the same day, the Employee who receives the higher mark on the civil service examination shall be deemed to have the most seniority. Should the marks be tied, alphabetical order will control. For the purpose of determining relative seniority between employees who receive promotional appointments effective on the same day, the employee with the greater seniority in the department shall be deemed to have the most seniority.

SECTION 2. SENIORITY LIST

A current seniority list showing the names, length of service, department assignments and rank shall be furnished to the PBA onrequest. A copy of the list shall be maintained for inspection by members.

SECTION 3. LOSS OF SENIORITY

An employee shall forfeit seniority rights only for the following reasons:

- (a) Resignation without reinstatement within one (1) year.
- (b) Dismissal without reinstatement.
- (c) Retirement.

SECTION 4. USE OF SENIORITY

Seniority shall determine preference for the purposes of selection of vacations, pass days and shifts consistent with Article V. In determining preference for the purpose of selection of vacations within a work period or division, the selection will be by seniority in rank.

ARTICLE VII
PAYROLL

SECTION 1. PAY FREQUENCY

Employees will be paid every two weeks.

SECTION 2. COPY OF PAYROLL

The Employer will provide the P.B.A. with a copy of the last payroll in each calendar quarter upon request.

SECTION 3. DIRECT DEPOSIT

- (a) The County provides a Direct Deposit process for all employees. Each Employee must elect Paperless Direct Deposit of their entire net paycheck. Funds will be available in each designated account through ACH on each pay date. If any over or underpayment occurs, it will be corrected in the next paycheck.

- (b) Changes to a previously elected Direct Deposit option may be made at any time. The change will be effective within two (2) payroll cycles.

ARTICLE VIII
OVERTIME

SECTION 1. TIME AND ONE-HALF

- (a) Overtime for all Employees is defined as all hours worked in excess of forty (40) hours per week. Overtime shall be compensated at the rate of 1 1/2 times the Employee's normal hourly rate of pay or compensatory time at the rate of 1 1/2 times the time worked. Employees will have a choice of whether to be paid in money or time. Employees shall be allowed to earn no more than one hundred sixty (160) hours of compensatory time in a year nor to exceed one hundred sixty (160) hours of compensatory time accruals at any time. Any Employee who has reached the one hundred sixty (160) hours threshold and earns overtime shall be paid in money. Compensatory time must be taken within twelve (12) months of the date on which it was earned, or the Employee will have the option to convert the time to vacation time or to be paid for it. If the Employee chooses to be paid, he must notify the department, in writing, at least ten (10) days before the time is due to expire. If no such notification is given, the compensatory time will convert to vacation time.

- (b) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Sheriff or his designee.

- (c) Compensatory time may also be earned at straight time. If compensatory time is earned at straight time rates, it shall be treated in all other respects as compensatory time in accordance with Sections (a) above and (d) below.

- (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 six (6) hours of compensatory time is earned at the overtime rate, it shall be credited as nine (9) hours at the straight time rate.

- (e) Employees who work a detail that is reimbursable by a municipality within Dutchess County shall be paid for said detail, and shall not be allowed to receive compensatory time.

SECTION 2. 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. The number of work hours in the current year shall be determined by calculating the number of weekdays, Mondays through Fridays, excluding Saturdays and Sundays, in the current year and multiplying times the basic full-time workday for the Employee's position.

SECTION 3. HOLIDAY WORK

An Employee who is required to work on a holiday shall be paid in accordance with the previous subsections in addition to a normal day's pay.

SECTION 4. IN LIEU DAY

Should a holiday fall on an Employee's normal day off, he shall be granted eight (8) hours of compensatory time in lieu of the holiday.

SECTION 5. WORKWEEK COMPUTATION

For the purpose of Section "1(a)" of this Article, an un-worked holiday or approved paid leave in an Employee's normal work week shall be considered as time worked, except as hereinafter provided. Sick leave shall not be considered as time worked for overtime purposes, except when an Employee is required to work overtime (mandatory overtime). Where an Employee submits a doctor's note to substantiate an illness which prevented him from performing his duties before overtime is worked or upon his first day back to work where the overtime was worked prior to the illness, sick leave shall be considered as time worked for overtime purposes.

SECTION 6. OVERTIME PAY RATE

Overtime shall be paid at the rate for the shift on which the Employee actually works the overtime.

SECTION 7. DISTRIBUTION OF OVERTIME

Overtime shall be rotated on an equitable basis among all qualified Employees within the Unit consistent with the most efficient operation of the Unit.

SECTION 8. CHANGE OF WORK HOURS

The Sheriff will not arbitrarily change the working hours of any Employee for the purpose of evading the overtime provisions of this Agreement.

SECTION 9. LINE-UP PAY

- (a) Employees shall receive line-up pay computed in accord with the overtime provisions of the contract, if worked. The County shall have no other liability for such payments whatsoever.
- (b) Actual Line-up time worked shall be paid and incorporated into the bi-weekly pay check in lieu of any other payments

SECTION 10. FAIR LABOR STANDARDS ACT

The parties agree to administer this Agreement in accordance with any applicable provisions of the Fair Labor Standards Act. The parties acknowledge that the County is entitled to the partial overtime exemptions contained in 29 U.S.C. 207(k) which authorizes among other things, a seven (7) day, forty-three (43) hour work period. Nevertheless, the County shall pay the overtime rate for all hours worked in excess of forty (40) hours per work week, except in the case of line-up time which shall be paid as provided in Section "9" hereof.

ARTICLE IX
HOLIDAYS, VACATIONS, LEAVES

SECTION 1. HOLIDAYS

Saturdays, Sundays and legal holidays are allowed as days off with pay. An Employee whose normal work week includes Saturdays and/or Sundays shall be granted two (2) consecutive days off each week. Nothing in the Agreement shall be construed as preventing the County Legislature from granting Employees such additional days off with pay as it may lawfully authorize by resolution.

(a) Paid holidays for employees hired prior to January 1, 2020 are as follows:

- | | | |
|------------------------|------------------|------------------|
| New Year's Day | Memorial Day | Election Day |
| Martin Luther King Day | Independence Day | Veteran's Day |
| Lincoln's Birthday | Labor Day | Thanksgiving Day |
| Washington's Birthday | Columbus Day | Christmas Day |
- (Also known as President's Day)

(b) Paid holidays for employees hired on or after January 1, 2020 are as follows:

- | | | |
|------------------------|------------------|------------------|
| New Year's Day | Memorial Day | Veteran's Day |
| Martin Luther King Day | Independence Day | Thanksgiving Day |
| Lincoln's Birthday | Labor Day | Christmas Day |
| Columbus Day | | |

SECTION 2. VACATIONS

(a) Employees shall earn vacation from their adjusted benefit dates as follows:

- (i) Two (2) weeks of vacation after one (1) year of service.
Employees with six (6) months and one (1) pay period of service will be advanced one (1) week's vacation. After one (1) year of service, the second week of vacation will be credited. If the Employee takes vacation and leaves before one (1) year has been reached, he will have one (1) week's pay deducted from his salary. In addition, if an Employee does not take the week's vacation and leaves before one (1) year has been reached, he will not be credited with a lump sum payment for the vacation.
- (ii) Three (3) weeks of vacation after five (5) years of service.
- (iii) Four (4) weeks of vacation after fifteen (15) years of service.
- (iv) Five (5) weeks of vacation after twenty (20) years of service.

- (b) An annual vacation schedule shall be posted by the Sheriff's Office on or before December 1st of each year. Said schedule shall list all available vacation slots for the next calendar year by shift and title, according to the operational needs of the Sheriff's Office. Employees shall be canvassed by seniority for their requests for vacation. The completed vacation list shall be submitted to the Sheriff or his designee no later than December 15th. Vacation requests of no more than three (3) weeks shall be honored on the basis of seniority. Any conflicts in scheduling shall be resolved in favor of the more senior Employee as determined by the most current seniority list, subject to the operational needs of the Sheriff's Office. A tentative vacation schedule shall be posted on January 3rd of each year. Employees may submit additional written vacation requests for up to an additional two (2) weeks of vacation at that time. These requests must be submitted by January 12. Any conflict in selection of vacation time shall be resolved in favor of the more senior Employee as above. A final annual vacation schedule shall be posted on January 15th of each year. Once the final list is posted, an Employee's vacation cannot be displaced by a more senior Employee and cannot be denied except in the event of a riot, natural disaster or declared emergency. After January 15th, vacation requests shall be scheduled based upon the operational needs of the Sheriff's Office on a first come-first served basis.
- (c) An Employee may utilize vacation credits in minimum units of one (1) day. There shall be no restriction as to the amount of vacation time used by an individual Employee except as provided above. Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty-five (45) days. Days accrued beyond that limit shall be converted to sick days.
- (d) Employees shall retain any earned vacation benefits if they transfer between Units within the Employer's or the County's service.
- (e) Upon death, retirement or separation from the Employer in good standing, Employees, or in the event of the Employee's death his designated beneficiary, 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 Employer or retires from service on other than his adjusted benefit date, the Employer shall pay the prorated 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 spouse, children, mother or father. For the purpose of this Section, an Employee may use up to eighty (80) hours sick leave from date of birth to care for an otherwise well newborn.

For an Employee hired prior to January 1, 2020 sick leave will be accrued at the rate of one (1) day for each month of continuous employment with unlimited accumulation. For an Employee hired on or after January 1, 2020, sick leave will be accrued at the rate of ten (10) days per year of continuous employment with unlimited accumulation. Accruals will be awarded as a full day per month for ten (10) of the twelve (12) months in a service year. Any employee earning twelve (12) sick days per year who returns to County service after at least a one (1) year break in service will receive the ten (10) days of sick leave accrual outlined in this section. (Leaves pursuant to Civil Service Law Section 71 or Section 72 or time on a preferred eligible list (PEL) will not be deemed a break in service for this provision.) Sick leave may be taken in minimum units of one-hour increments.

- (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 one (1) hour prior to the Employee's normal time for reporting to work. 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 (2) continuous days may be charged against accumulated sick leave credits, the Sheriff may require proof of illness or disability from a physician. The Sheriff may also require that an Employee be examined at Employer expense by a physician designated by the Employer. However, where an illness is of a "very personal nature", the Employer will accept and pay for an examination by the Employee's personal physician.
- (c) If an Employee has used six (6) days of sick leave during the course of a twelve (12) month period, without proof as set forth in section (b) of this article, the Sheriff may require the aforementioned proof of examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness may be required for up to a six (6) month period from the last used sick day, if the Sheriff provides written notice that the Employee has exceeded the above limitation.
- (d) The Sheriff may require that an Employee who has been absent because of personal illness or disability be examined by an Employer designated physician prior to his return to work. Said examination shall be scheduled and performed within ten (10) working days after the Sheriff 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 ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the Sheriff, be required to return to work. This examination will be paid for by the Employer 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 Employer's or the County's service, his accumulated sick leave credits shall be transferred with him.
 - (f) Except as provided in (h) below, if an Employee's service with the Employer is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to Employer service in a permanent position within one year of his resignation, any sick leave credits canceled at the time of resignation will be reinstated.
 - (g) The Sheriff, upon the approval by the County Executive and County Legislature, may grant sick leave at half pay for personal illness to an Employee having not less than one year of service, after all of his sick leave and vacation credits have been used, subject to the provisions of Resolution No. 466 of 1973 entitled "Guidelines for Administration of the 1/2 Pay Sick Leave Policy for County Employees."
 - (h) Upon retirement or death while in County employment, an Employee or an Employee's estate, shall have the following options to be paid for accumulated sick leave:
 - 1(a). Exercise the options pursuant to Section 41(j) of the New York State Retirement and Social Security Law;
 - (b). Receive a payment of one (1) day for each two (2) days accumulated for a maximum of one hundred fifty (150) days paid for three hundred (300) days accumulated. An employee must have at least one hundred fifty (150) days accumulated to exercise this option;
 - (c). An Employee with a minimum of one hundred twenty five (125) days of sick leave, up to a maximum of three (300) days, may convert such unused sick leave at the rate of seventy five percent (75%) to offset the Employee's share of retiree health insurance. Upon exhaustion of the value of the sick leave, the retiree shall pay his/her share of retiree health insurance. A surviving spouse of the retiree may utilize any unused balance to pay the surviving spouse's share of health insurance. In no event shall a retiree who elects this option, or the surviving spouse, receive payment for unused sick leave. Retirement shall be deemed to mean separation from employment from the County and receiving a pension from the New York State Retirement System.
2. All payments and sick leave accruals under this provision shall be based on salary schedules in existence at the time of death or retirement.

SECTION 4. SICK LEAVE BANK

- (a) The Employer and the P.B.A. will establish and jointly administer an Employee contributed sick leave bank. The purpose of the sick leave bank shall be to provide a source of sick leave for Employees who are victims of catastrophic, prolonged,

and/or disabling illnesses and who have used all their accumulated benefit leave, provided they meet the qualifications for use of the bank.

- (b) Each Employee shall be required to contribute two (2) sick days initially to the sick leave bank. Thereafter, Employees shall be required to contribute equally up to two (2) days annually as needed to maintain the sick leave bank at a level of at least two hundred (200) days. Contributions, if necessary, shall be made on January 1st and July 1st of each year. Employees shall not be required to contribute until after completion of one (1) full year of County service and such Employees may not withdraw benefits from the sick leave bank until after the completion of one (1) full year of County service.
- (c) Employees who have exhausted all accumulated benefit leave and have been out of work for more than thirty (30) days over the previous twelve (12) months due to a chronic, prolonged, catastrophic and/or disabling illness or injury shall be entitled to withdraw leave from the bank as required.
- (d) Employees shall not accumulate or earn additional sick leave while utilizing sick leave from the bank established herein.
- (e) Employees with less than five (5) years employment with the Employer shall be limited to thirty (30) days per year from the sick bank. Employees with more than five (5) but less than ten (10) years employment shall be limited to sixty (60) days per year. Employees with more than ten (10) years employment shall be limited to ninety (90) days per year.
- (f) Requests for withdrawals from the sick leave bank shall be reviewed by a committee comprised of two individuals selected by the Employer and two selected by the P.B.A. A majority vote shall be required to approve any withdrawal. Any denial of a request for sick leave time shall be made in writing and shall set forth the reasons therefor.
- (g) A written application for time from the sick leave bank shall be submitted to the committee by the Employee, or by a legally qualified relative or guardian. The application must be accompanied by a written statement from the Employee's physician verifying the medical need for continued absence. The committee may request an examination by a physician designated by the Employer at the Employer's request. Written application must be made within ten (10) days prior to the time benefit leave expires. The committee may waive this requirement for good cause. The committee shall render a written decision within seven (7) days of receipt of the application.

SECTION 5. 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 (4) personal leave days during each year.

- (a) Personal leave may be taken in minimum units of one (1) hour.
- (b) Prior approval of personal leave must be obtained from the Sheriff. 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, except that new or reinstated Employees shall not be eligible to take personal leave days until ninety (90) days after their hire, or successful completion of their probationary period, whichever comes first, unless they indicate the purpose of the request during that period of time.
- (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 Employer's or the County's service, his accumulated personal leave credits shall be transferred with him.

SECTION 6. LEAVE FOR CIVIL SERVICE EXAMINATION; INTERVIEWS

Upon the request of an Employee, the Sheriff 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 will be allowed time off with pay for such purpose.

SECTION 7. LEAVE FOR COURT AND JURY ATTENDANCE

When an Employee is officially summoned to be present at the court house 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 8. MILITARY AND OTHER LEAVE REQUIRED BY LAW

The Sheriff 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. Additionally, Employees who are also members of the Armed Forces Reserves or National Guard and who are called to Active

Duty Military Service shall be entitled to the benefits conferred upon them in the Dutchess County Resolution No. 2016221, as may be amended.

SECTION 9. WORKERS' COMPENSATION LEAVE

- (a) An Employee who is absent from work because of occupational injury or disease not covered by General Municipal Law § 207-c, 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 Employer 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 Employer and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, the Sheriff 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, the Sheriff may require a physical examination, paid by the Employer, as a condition precedent to the Employee's return to work. Should the examination not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the Employer, 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 term adjusted increment, benefit and longevity date as set forth in Article I hereof.

SECTION 10. LEAVE OF ABSENCE WITHOUT PAY

The Sheriff or his designee may authorize a leave of absence, without pay, for a specified period of time not to exceed one (1) year. All such leaves may, with the concurrence of the Employer, be terminated prior to their expiration.

SECTION 11. CHILD CARE LEAVE

Upon request, immediately following birth or adoption of a child, an Employee shall be granted a leave of absence without pay for a period of six (6) months, which may be extended for an additional six (6) month period upon approval of the Sheriff or his designee.

SECTION 12. EMERGENCY FIRE/DISASTER LEAVE

Leave with pay shall be provided to duly appointed volunteer fire fighters 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 13. BEREAVEMENT LEAVE

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. 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.

SECTION 14. CONFERENCE, TRAINING SESSION LEAVES

The Sheriff or his designee shall have full authorization and discretion to authorize attendance at in-service training sessions, conventions, meetings, educational courses and similar endeavors. No additional compensation shall be given for these activities, except that mandatory in-service training shall be compensated as provided in Article XII (10) of this Agreement.

ARTICLE X

**HEALTH INSURANCE, WELFARE TRUST FUND
AND RETIREMENT PLANS**

SECTION 1. HEALTH INSURANCE FOR CURRENT EMPLOYEES

- (a) Bargaining unit employees shall be eligible for health insurance according to section (b). Coverage may be either on an individual or family basis, upon the election of the employee. Employees may choose from any of the available County plans, which are, as of July 1, 2016, MVP CoPlan 20+ and NYSHIP Empire or NYSHIP The Empire Plan.
- (b) Every Employee hired on or after November 1, 1979 will contribute twenty percent (20%) of the premium cost of the Employer insurance plan applicable to the Employee and/or his/her family. The Employer shall pay one hundred percent (100%) of the premium of such plan for Employees and their families hired before November 1, 1979. The Employee contribution shall be in twenty four (24) equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.
- (c) Coverage begins the first of the month following the date of employment. In order for coverage to be effective, the employee must complete their application within thirty (30) days of their date of hire. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County
- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.
- (e) The County, may, 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 remain substantially equal.

- (f) The County reserves the right to review hospitalization 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 thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.
- (g) The P.B.A. acknowledges that the Employer has established 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. The parties agree that the P.B.A. shall be entitled to one (1) member on the Committee and shall participate freely in all discussions and actions of the Committee. The P.B.A. agrees to support and implement all decisions collectively made by the Committee.

SECTION 2. LINE OF DUTY DEATH

Effective January 1, 2011, should an employee suffer a performance of duty death, the surviving spouse and/or dependents may elect to continue to participate in the Employer's health insurance plans at no premium cost.

SECTION 3. HEALTH INSURANCE BUY-OUT

- (a) 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 buyout 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) In the event that the employee has not been enrolled in a family plan for twenty-four (24) months but has been continuously receiving health care insurance benefits for the prior twenty-four (24) month period (either in an individual plan or in a combination of the time in an individual plan and family plan for twenty-four (24) months continuously) then the buyout will be awarded at the individual rate.
- (c) An Employee, who meets the criteria above,, may exercise the health insurance buyout by submitting an application to the County, any time during the year they elect to terminate County coverage but no later than the open enrollment period designated by the County, within that same calendar year that he/she terminated coverage, along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County and made available by Risk Management. No award shall be made in the year in which application is made (i.e., coverage is dropped in June of 2019, the buyout will be applicable in the calendar year 2020).

- (d) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.
- (e) Each Employee who exercises the health insurance buyout shall be paid one thousand two hundred fifty dollars (\$1,250.00) for an individual plan, and two thousand five hundred dollars (\$2,500.00) for a family plan for the health insurance plans available pursuant to this Agreement.
- (f) Payment shall be made between December 1st and December 15th the following year for application made in 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.
- (g) 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.
- (h) 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 X, Section 4.
- (i) Hand delivered applications must be time stamped by the Human Resources Department as proof of receipt. Applications emailed to Risk Management are also acceptable as proof of receipt.

SECTION 4. HEALTH INSURANCE FOR RETIRED EMPLOYEES

- (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 the 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) Full time employees who retire after January 1, 2020, having at least twenty (20) years of service with the County and having met all the requirements of subsection (a) herein, shall be credited up to five (5) years of service credit for full time police employment worked in another jurisdiction.
- (c) Spouses receiving health insurance coverage through a retired Employee may elect to continue such coverage at the time of the Employee's death. The County will pay fifty percent (50%) of the cost of the individual premium. In the event the surviving spouse also elects dependent coverage, such surviving spouse shall be responsible for one hundred (100%) of the additional premium cost. This benefit is effective for employees who retire after January 1, 2011.

SECTION 5. P.B.A. WELFARE TRUST FUND

- (a) Effective January 1, 2015 the Employer shall pay the sum of ninety-five dollars (\$95.00) per month for each Employee to the P.B.A. Welfare Trust Fund.
- (b) The monies so paid to the Welfare Trust Fund shall be used solely for the purchase of insurance which shall be designated by the Trustees of the Welfare Trust Fund for any and all members of the Unit and such benefits shall be applied equally to each Employee.
- (c) No Employee shall be discriminated against with regard to receipt of benefits from the Welfare Trust Fund, it being understood that the insurance carriers involved shall be solely responsible for determining eligibility.
- (d) The P.B.A. shall indemnify and hold the Employer harmless regarding any claims and suits pertaining to the Welfare Trust Fund, including legal fees and other expenses and costs incurred in defending such claims and suits in any forum, and any judgments or awards resulting therefrom. The Employer's sole obligation under this Section is to make the payments provided herein to the P.B.A. Welfare Trust Fund.

SECTION 6. RETIREMENT PLANS

The Employer will continue to participate in the retirement plan provided in Sections 75-I, and 41(j) and Article 14-B twenty-five (25) year Special Retirement Plan for Deputy Sheriffs Engaged in Law Enforcement Activities of the New York State Retirement and Social Security Law. In addition, the Employer shall continue to participate in a retirement plan provided in Section 60(b) of the New York State Retirement and Social Security Law. The Employer will continue to provide benefits to those Employees eligible under Section 89-a of the New York State Retirement and Social Security Law and special retirement option Section 89-p.

ARTICLE XI

DISCIPLINARY SUPPLEMENTS

SECTION 1. CIVIL SERVICE LAW SECTION 75 SUPPLEMENT

Notwithstanding the requirements of Civil Service Law §75, the parties agree to the following supplements:

- (a) "Disciplinary Proceeding" shall mean an administrative proceeding conducted by the Employer charging an Employee with misconduct or incompetence, including, but not limited to, a proceeding pursuant to Civil Service Law §75.
- (b) Any Employee who is the potential subject of disciplinary action shall have the right to have present during any period of interrogation, an attorney and/or a member of the P.B.A. grievance committee. The Employee shall be given a reasonable opportunity to obtain the presence of an attorney or P.B.A. representative. No Employee who is the potential subject of a disciplinary investigation shall be interrogated unless and until the Employee is provided with sufficient information to reasonably apprise the Employee of the potential charges and specifications. The Employee shall be informed of the name of the officer or officers in charge of the investigation. The interrogation shall normally be held during the Employee's tour of duty. In the event that such interrogation does not occur during the Employee's tour of duty, then the Employee shall be compensated according to the terms of this Agreement. The investigation shall normally take place at the Sheriff's Office at 108 Parker Avenue, Poughkeepsie, New York or a substation. Home contacts of Employees who are the subject of a disciplinary investigation for the purpose of interrogation are prohibited unless there is an ongoing criminal investigation.
- (c) Each Employee shall be entitled to respond in writing to any complaint made against him and such response and any documentary evidence in support thereof shall be made a part of the investigation file.
- (d) Employees shall be advised of the outcome of any disciplinary investigation against them whether or not charges are instituted.
- (e) Notwithstanding any other provision of law, no disciplinary proceeding shall be commenced more than six (6) months after the occurrence of the last alleged infraction, incompetence or misconduct complained of unless an Employee has been counseled regarding the subject matter of the offense during that period in which event the limitations period is eighteen (18) months. The limitations periods set forth herein commence on the date of discovery by the Employer or the date when the Employer should have known of the alleged infraction, incompetence or misconduct, whichever is earlier. Disciplinary action shall be considered instituted upon the service of written charges and specifications.

- (f) Employees subject to disciplinary charges shall receive a written bill of particulars, as defined in the Criminal Procedure Law, at least ten (10) days prior to any hearing. Disputes as to deficiency and propriety of such bill of particulars shall be resolved by the hearing officer.

SECTION 2. ALTERNATIVE DISCIPLINARY PROCEDURE

Nothing in this Article will prevent the parties from resolving a disciplinary matter prior to the formal service of Civil Service Law Section 75 charges.

ARTICLE XII **MISCELLANEOUS**

SECTION 1. TUITION PAYMENTS

The Employer 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 or if the Employee is matriculated at such college or university, 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 Sheriff, plus two members of management appointed by the Sheriff and two Employees appointed by the P.B.A. 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 annual tuition payment reimbursements shall not exceed nine thousand five hundred dollars (\$9,500.00). To be eligible for payments hereunder, an Employee must have completed the requisite probationary period.

SECTION 2. OUT-OF-COUNTY TRAVEL; CONFERENCE ATTENDANCE; REIMBURSEMENT

All out-of-county travel or attendance at conferences, in-service training sessions, or other meetings shall be subject to approval by the Employer or designee. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty (30) days after incurrence of the expense and upon approval by the Employee's supervisor. Allowance expenses include mileage, food, lodging, tools, conference and tuition fees. Receipts for all expenses except mileage are required. However, payment for meals may be made without a receipt in the following amounts: breakfast \$3.50; lunch \$5.00; dinner \$9.75. Time limits on meals will be as follows: breakfast – time of departure before 7:00 a.m., time of return after 11:00 a.m.; lunch – time of departure before 11:00 a.m., time of return after 2:00 p.m.; dinner – time of departure before 4:00 p.m., time of return after 8:00 p.m. The Employer will reimburse the Employee within thirty (30) days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee.

SECTION 3. MILEAGE

Employees required and authorized by the Sheriff or his designee to use their personal vehicle on County business shall be reimbursed a mileage allowance payment of 26 cents (\$0.26) per mile, upon submission of a voucher in acceptable form.

SECTION 4. UNIFORMS AND EQUIPMENT.

- (a) Each new Employee assigned to uniformed duty shall receive an initial issue of uniforms and equipment as set forth in Appendix "G".
- (b) Thereafter all Employees assigned to uniformed duty shall receive three (3) short sleeve shirts, three (3) long sleeve shirts, and six (6) pairs of pants as well as a pair of boots or shoes annually. All other uniform equipment shall be replaced as needed. Effective approximately January 1, 2001, all Employees assigned to uniformed duty shall receive two (2) black turtleneck shirts.
- (c) Each Employee shall be issued a service weapon which shall remain the property of the Employee upon retirement from service. On the date of retirement, the Employee must be licensed to possess the service weapon.

SECTION 5. PROMOTION

In the filling of promotional vacancies, it is the Employer's policy to give primary significance to the Employee's performance appraisal. It is also the Employer's policy to give significant consideration to the length of service an Employee has given to the Employer, reserving to itself the right to make such promotional appointments in its own discretion.

SECTION 6. WORK LOCATIONS

The Employer agrees to maintain all work locations in as safe and sanitary a condition as is reasonable and practicable taking into account the nature of the Employer's mission.

SECTION 7. CURTAILMENT OF SERVICES; CONTRACTING OUT

- (a) Curtailment of Services. In the event the Employer decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment. The Employer will abide by the Civil Service Law in the layoff of competitive class Employees. The Employer will take seniority into consideration when it exercises its discretion in the layoff of other than competitive class Employees.
- (b) Contracting Out. The Employer 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 Employer determines it has a need to contract out services that would cause the layoff of Employees, the Employer and the P.B.A. will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the Employer may proceed with such contracting out.

SECTION 8. VEHICLE MAINTENANCE

A vehicle maintenance schedule will be maintained providing for periodic safety checks including, but not limited to, brake inspection, wheel balancing and alignment, tire and steering checks.

SECTION 9. FIREARMS

Employees will be issued a firearm in good working condition. Employees may utilize their own personal firearm in lieu of the aforementioned with the permission of the Sheriff.

All Employees shall qualify with a firearm before being allowed to carry or to receive a firearm. After initial qualification, Employees shall be required to maintain qualification on a quarterly basis. The Sheriff will provide sufficient ammunition per Employee for monthly practice. Monthly practice will be mandatory with standards to be established by the Sheriff and the Range Officer and no such Employee will be exempt from such practice. For the purpose of this Section, firearm shall be defined as hand gun or shoulder weapon.

SECTION 10. IN-SERVICE TRAINING

Employees will receive continuous documented in-service training as established by the Sheriff.

SECTION 11. PAST PRACTICE

The parties agree that the term "past practice" shall mean a condition of employment existing on or prior to the effective date of this Agreement, 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 Employer. The parties further agree that there shall be no past practices created after the effective date of this Agreement; that if a term or condition of employment is not addressed in this Agreement, it shall not be considered binding on the Employer.

SECTION 12. IRS SECTION 125 FLEXIBLE SPENDING PLAN

- (a) Medical Plan Premium Conversion: The County will auto-enroll Employees who contribute toward their health insurance coverage to process the contribution on a pre-tax basis. Employees must submit a written request to the Risk Management Department within thirty days of date of hire, a qualifying event or the open enrollment period(s) to opt out of the program to then process contributions as post-tax deductions pursuant to the Internal Revenue Service rules and regulations.
- (b) Medical Expense Reimbursement Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying non-reimbursed medical expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable medical expenses
- (c) Dependent Care Spending Account Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualified expenses for elder care, handicapped care and dependent care expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable expenses.
- (d) Continuation or modification of the IRS Section 125 Flexible Spending Plan is subject to change depending upon Internal Revenue Service Rules and Regulations.

SECTION 13. TRAINING REIMBURSEMENT

The following training reimbursement standards shall apply:

- (i) If an employee leaves after his initial training within one (1) year after his date of hire, he will have a reimbursement obligation for training costs (salary and tuition, travel expenses, meal expenses, etc.) to a maximum of seven thousand dollars (\$7,000.00).
- (ii) If an Employee leaves after his initial training within two (2) years of his date of hire, he will have a reimbursement obligation for training costs (salary and tuition, travel expenses, meal expenses, etc.) to a maximum of three thousand five hundred dollars (\$3,500.00).
- (iii) An Employee who receives two (2) weeks or less of specialized training will have a reimbursement obligation of five hundred dollars (\$500.00) if he leaves within two (2) months from the completion date of the training.
- (iv) An Employee who receives more than two (2) weeks of specialized training, will have a reimbursement obligation of one thousand dollars (\$1,000.00) if he leaves within nine (9) months from the completion date of the training.

SECTION 14. GENERAL MUNICIPAL LAW § 207-C PROCEDURE

- (a) The application and benefit award process for General Municipal Law §207-c benefits is set forth in Appendix "H".
- (b) As is the present practice, shift compensation shall not be paid to Employees receiving Workers' Compensation or §207-c compensation.

SECTION 15. PAYMENTS

Non-salary payments for reimbursements for travel, meals, uniforms and the like, previously paid by separate check will be paid through a payroll check.

ARTICLE XIII
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 XII(11), except that decisions regarding reclassification or reallocation pursuant to Article XVI 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 Sheriff 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 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 Employer, at all stages of the grievance procedure.

SECTION 3. INITIAL PRESENTATION

- (a) Grievant must present his grievance to his immediate supervisor, in writing, in accordance with paragraph (d) hereof, within twenty (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 twenty (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 (5) 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:
 - (i) The name, residential address, and department of employment of the grievant.
 - (ii) The name and department of employment of each other Employee or official involved in the grievance.
 - (iii) The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.
 - (iv) 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 five (5) days thereafter, request a review and determination of his grievance by the Sheriff. Such request shall be made in writing and shall be served upon the Sheriff with a copy to the Department of Human Resources. Thereafter, and within five (5) days after receiving such request, the Sheriff 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 Sheriff may, and, at the request of the grievant shall hold an information hearing within ten (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 ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to him if there is no hearing, the Sheriff 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 Sheriff within ten (10) days after notice of such recommendation. The appeal shall be taken by submitting to the County Executive with a written statement signed by the grievant with a copy to the Department of Human Resources.
- (b) The County Executive may request the Sheriff to submit within ten (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 Sheriff in making his decision.
- (c) The County Executive shall hold a hearing within ten (10) days after receiving the written request for review. He shall give at least five (5) days' notice in writing of the time and place of such hearing to the grievant, or the grievant's representative, if any, and the Sheriff, 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 ten (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 P.B.A. upon request.
- (g) The County Executive shall make his report in writing within fifteen (15) 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 Sheriff. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

SECTION 6. FOURTH STAGE

If the Union is dissatisfied with the decision of the County Executive, the Union may within twenty (20) working days submit any grievance under this Agreement to binding arbitration under the rules of the American Arbitration Association, at equal expenses 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 P.B.A. 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 XIV

P.B.A. RIGHTS AND OBLIGATIONS

SECTION 1. P.B.A REPRESENTATIVES

The President of the P.B.A. (or the President's designee) shall be permitted to perform up to twelve (12) hours per week on behalf of the P.B.A. for the conduct of P.B.A. business; the administration of the P.B.A.'s self-insured dental, life, disability and optical plans, and otherwise furthering the interests of the P.B.A. and its members. The performance in these capacities shall be deemed actual hours worked on duty. The hours included herein shall be scheduled in conjunction with the President's immediate supervisor.

SECTION 2. P.B.A DELEGATES

Certain representatives of the P.B.A. shall be allowed time off with pay and without charge to accumulated leave time for the purpose of attending State P.B.A. meetings. The P.B.A. shall notify the Sheriff of the Employees designated as representatives. At least two (2) weeks prior to a meeting, the P.B.A. shall notify the Sheriff, 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 Sheriff reserves the right to deny the time off request with regard to any individual Employee if the Sheriff determines that his presence is required for the proper functioning of the department. An aggregate total of twenty-five (25) days shall be allowed per calendar year for this purpose.

SECTION 3. PERSONNEL CHANGES

Upon receipt of the Personnel Change form the Employer will deliver one copy to the P.B.A.

SECTION 4. JOB SPECIFICATIONS

Upon request, the Commissioner of Human Resources shall furnish to the P.B.A. 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. Employees will not be required to work outside of their class specifications against their wish except in the case of an emergency.

SECTION 5. P.B.A. NOTICES

The P.B.A. shall have the right to post P.B.A. notices and other P.B.A. communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the Employer's right to remove partisan political material and other inappropriate material.

SECTION 6. I.D. CARDS

The Sheriff will issue identification cards to all Employees which will contain at least the following: The Employee's picture, the Employee's job title, and the card's date of expiration. It shall be printed in a manner which shall be easy to read. Upon retirement, the Sheriff will issue a retiree identification card.

SECTION 7. APPOINTMENTS

Background investigations will be completed before appointments are made.

SECTION 8. INVESTIGATIONS

It shall be the duty of Employees to cooperate fully and completely with departmental investigations of Employee performance. Failure to cooperate may in and of itself be the basis of a disciplinary action; however, the Employee shall be entitled to the following rights and privileges relative to proper disciplinary investigations:

- (a) The Employee shall not be questioned relative to any specific complaint unless advised as to the nature of said complaint, and whether or not the Employee is being questioned as a witness or possible suspect of a disciplinary action.
- (b) If an employee is suspect in a disciplinary action, the Employee will not be disciplined for failure to answer any questions unless allowed ample opportunity to consult with an attorney and/or P.B.A. representative.

SECTION 9. ORIENTATION OF NEW EMPLOYEES

Subject to the operational needs of the Employer, the P.B.A. President or his designee shall have a reasonable amount of time to meet with each new Employee during orientation to discuss P.B.A. related matters.

SECTION 10. COPIES OF COLLECTIVE BARGAINING AGREEMENT

Each current Employee and each new Employee shall be provided with a copy of this Agreement by the Employer. The P.B.A. President shall be provided with an additional thirty (30) copies for use at the P.B.A. office.

SECTION 11. PERSONNEL RECORDS

- (a) Each Employee shall have the right to see his office and/or County personnel record at any time upon at least one (1) business day's written request and shall have the right to reply in writing to anything contained therein. Review of the record must

be made in the presence of a Sheriff's designee. Any such reply must be inserted into the Employee's personnel record.

- (b) Upon receipt of a written request to the Sheriff, an Employee shall be furnished with a photostatic reproduction of any material in his personnel record at a cost of twenty-five (\$0.25) cents per page.

ARTICLE XV MANAGEMENT RIGHTS

The Employer 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 Employer 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 official of the Employer, or in any way reducing or abridging such authority, but this Agreement shall be construed as requiring said officials of the Employer 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 XVI 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 Human Resources 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 Employer'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 Human Resources, except as provided by Section 61 of the Civil Service Law.
- (e) The Commissioner of Human Resources shall discuss with the P.B.A. 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 P.B.A. with respect to such criteria.

SECTION 3. RECLASSIFICATION AND REALLOCATION

- (a) Any Employee, after a reasonable attempt to discuss the matter with the Sheriff, may request in writing that the Department of Human Resources study the duties of the Employee's position in order to determine its proper Class Title and/or allocation (salary range). The Department of Human Resources shall initiate such study within thirty (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 twelve (12) months. The Department of Human Resources shall complete an individual position review within sixty (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 the Sheriff, 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 Sheriff and the Commissioner of Human Resources. The Commissioner of Human Resources shall issue a determination within fifteen (15) working days of the receipt of such request.

- (c) The Sheriff 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 Study. The Commissioner of Human Resources reserves the right to initiate any study he deems necessary notwithstanding any other provision of this Article. The Commissioner of Human Resources shall notify the P.B.A. of any surveys being initiated by him. The Department of Human Resources shall issue notice of proposed Reclassification or Reallocation to the Employees within six (6) months after the date the Department of Human Resources initiated the survey. Upon completion of a survey, the Commissioner of Human Resources shall provide a copy of the survey to the P.B.A. within ten (10) days.
- (d) No Employee whose salary is increased by such Reclassification or Reallocation shall have any claim against the Employer 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 twelve (12) months or until there is a substantial change in the duties and responsibilities of the position as determined by the Commissioner of Human Resources

SECTION 4. RECLASSIFICATION AND REALLOCATION APPEALS

- (a) All appeals shall be conducted by the Commissioner of Human Resources in accordance with the New York State Civil Service Law and Dutchess County Rules for the Classified Civil Service. Any Employee may appeal a determination made by the Department of Human Resources. Employees making such appeal may be represented by the P.B.A. or by another person of their choosing. Employees and the P.B.A. are free to present any evidence in relation to an appeal to the Commissioner of Human Resources. 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 ten (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 Human Resources shall then schedule the appeal within twenty (20) working days. Upon hearing the appeal, the Commissioner of Human Resources shall issue his final determination within ten (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 Human Resources in accordance with law.
- (b) The effective date of all allocations and reallocations shall be determined by the Legislature, if required by law.

ARTICLE XVII
LABOR-MANAGEMENT COMMITTEE

There shall be a labor-management committee consisting of three (3) representatives of the Employer and three (3) representatives of the P.B.A. who shall meet at least monthly to discuss and make reasonable effort to recommend resolution of matters of mutual interest.

ARTICLE XVIII
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 XIX
NON-DISCRIMINATION

The Employer and the P.B.A. 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, nationality, race or creed.

ARTICLE XX
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 XXI
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 XII(11) of this Agreement), between the Employer and the P.B.A. or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms. The parties agree that any provisions of this Agreement may only be amended, modified or supplemented at any time by mutual written agreement of the parties. This provision shall not apply to any benefits which are, or may be, mandated by State or Federal Law.

ARTICLE XXII
DURATION

Except as otherwise specifically provided in this Agreement, this Agreement shall be effective January 1, 2020 through December 31, 2023.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below written:

COUNTY OF DUTCHESS

By: _____
MARCUS J. MOLINARO, COUNTY EXECUTIVE

DUTCHESS COUNTY SHERIFF

By: _____
ADRIAN H. ANDERSON, SHERIFF OF THE COUNTY OF DUTCHESS

DUTCHESS COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC.,

By: _____
RICHARD BRENNER, PRESIDENT

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

On this day of December, 2019, 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)
)
COUNTY OF DUTCHESS) SS:

On this day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **ADRIAN H. ANDERSON**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this day of December, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **RICHARD BRENNER**, 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

APPENDIX A

The following titles are in the bargaining unit:

	Hours
Deputy Sheriff	40
Deputy Sheriff-Civil	40
Deputy Sheriff Lieutenant	40
Deputy Sheriff Lieutenant-Civil	40
Deputy Sheriff Sergeant	40
Deputy Sheriff Sergeant-Civil	40

APPENDIX B
GRADE ALLOCATION

<u>TITLE</u>	<u>GRADE ALLOCATION</u>
Deputy Sheriff	SN
Deputy Sheriff-Civil	SN
Deputy Sheriff Lieutenant	SQ
Deputy Sheriff Lieutenant-Civil	SQ
Deputy Sheriff Sergeant	SP
Deputy Sheriff Sergeant-Civil	SP

APPENDIX C
PBA
2019 ANNUAL SALARY SCHEDULE

PBA JANUARY 2019		2.00%							
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		48,446	56,277	64,108	68,466	73,642	80,416	6,394	2,049
SP (SGT)	15%	92,478							2,346
SQ (LT)	10%	101,726							2,491

**APPENDIX C-1
PBA
2020 ANNUAL SALARY SCHEDULE**

PBA JANUARY 2020			2.50%						
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		49,657	57,684	65,711	70,178	75,483	82,426	6,554	2,199
SP (SGT)	15%	94,790							2,496
SQ (LT)	10%	104,269							2,641

APPENDIX C-2
PBA
2021 ANNUAL SALARY SCHEDULE

PBA JANUARY 2021			2.50%							
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY	
SN (DS)		50,898	59,126	67,354	71,932	77,370	84,487	6,718	2,349	
SP (SGT)	15%	97,160								2,646
SQ (LT)	10%	106,876								2,791

**APPENDIX C-3
PBA
2022 ANNUAL SALARY SCHEDULE**

PBA JANUARY 2022			2.50%						
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		52,170	60,604	69,038	73,730	79,304	86,599	6,886	2,499
SP (SGT)	15%	99,589							2,796
SQ (LT)	10%	109,548							2,941

**APPENDIX C-4
PBA
2023 ANNUAL SALARY SCHEDULE**

PBA JANUARY 2023			2.75%							
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY	
SN (DS)		53,605	62,271	70,937	75,758	81,485	88,980	7,075	2,649	
SP (SGT)	15%	102,327							2,946	
SQ (LT)	10%	112,560							3,091	

**APPENDIX D
PBA
LONGEVITY SCHEDULE**

GRADE	EFFECTIVE 1/1/2019	EFFECTIVE 1/1/2020	EFFECTIVE 1/1/2021	EFFECTIVE 1/1/2022	EFFECTIVE 1/1/2023
SN (DS)	2,049	2,199	2,349	2,499	2,649
SP (SGT)	2,346	2,496	2,646	2,796	2,946
SQ (LT)	2,491	2,641	2,791	2,941	3,091

THE AMOUNTS SET FORTH ABOVE REFLECT AN INCREASE OF ONE HUNDRED FIFTY DOLLARS (\$150.00) EACH YEAR IN 2020, 2021, 2022 AND 2023.

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 Personnel, 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. When an appointment is made at such increased minimum, all incumbents of such position receiving less than such recruiting rate shall have their salaries brought up to such rate of pay.

2. TEMPORARY OR PROVISIONAL APPOINTEES:

An employee who has been continuously employed under a 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 next grade which is closest to the sum of his former rate plus the average increment step in the new grade. Effective January 1, 2006, when an employee is promoted to a position in a higher grade, he shall be placed on that step of the next 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 present salary and shall be entitled to such annual increments and longevities which may be due.

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. **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).

APPENDIX F
WEEKLY CANINE REPORT

The undersigned, having been assigned as a canine handler for the week commencing _____ and ending _____,

hereby certifies that I am entitled to no more than the hours provided in the Collective Bargaining Agreement and have completed all required training, grooming, care and maintenance.

Pursuant to the Collective Bargaining Agreement, I hereby request

_____ 4 hours of overtime compensation

_____ equivalent compensatory time

PLUS ten (10) hours to be paid at the prevailing minimum wage.

Dated: _____

APPENDIX G
INITIAL ISSUE OF UNIFORMS AND EQUIPMENT

1. UNIFORMS

- 3 pairs pants
- 3 long sleeve shirts
- 3 short sleeve shirts
- 1 dress blouse
- 2 gray work uniform pants
- 2 gray long sleeve shirts
- 2 gray short sleeve shirts
- 2 black turtleneck shirts
- 1 raincoat
- 1 winter coat
- 1 wool sweater
- 1 bulletproof vest with inside and outside carriers
- 1 pair insulated gloves
- 1 pair shoes
- 1 pair waterproof work boots
- 1 Stetson hat
- 1 trooper-type winter hat (if it is a readily available stock item at regular retail)
- 1 pant's belt

2. EQUIPMENT

- 1 handcuff case
- 1 duty holster
- 1 double magazine holder
- 4 keepers
- 1 pair handcuffs
- 1 night stick
- 1 gun belt

APPENDIX H
GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE

SECTION 1. APPLICABILITY.

Section 207-c of the General Municipal Law provides that any Deputy Sheriff of the Sheriff's Office who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment, shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased, and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

SECTION 2. DEFINITIONS.

As used herein, the following terms shall have the following meanings:

- (a) "County" shall mean the County of Dutchess.
- (b) "Sheriff" shall mean the Sheriff of Dutchess County.
- (c) "Claimant" shall mean any sworn Deputy Sheriff of the County of Dutchess who is injured or taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment.
- (d) "Claims Manager" shall mean a representative of the Director of Risk Management and the Sheriff who are charged with the responsibility of administering the procedures herein.
- (e) "Section 207-c Benefits" shall mean those benefits which are provided by law including the full amount of the regular salary or wages and medical treatment and hospital care necessitated by reason of such injury or illness, health insurance, and contributions to the P.B.A. Welfare Fund.
- (f) "Days" shall mean business days unless otherwise noted.

Procedures. The following procedures shall regulate the application and benefit award process for 207-c benefits.

SECTION 3. APPLICATION FOR BENEFITS

1. If a Claimant is injured or taken sick as a result of the performance of his duties, Claimant or Claimant's supervisor shall complete and file a written incident report with the Sheriff or his designee within twenty four (24) hours of the injury or illness or discovery of the injury or illness. The written report shall be signed by Claimant, if able, and shall act as the application for requesting 207-c eligibility and benefits. Upon sufficient reason, a late application for 207-c benefits may be accepted in the discretion of the Sheriff, which shall not be unreasonably denied.
2. The incident report shall include, to the extent practicable, the following information:
 - (a) the time, date and place of the incident;
 - (b) a detailed statement of the facts surrounding the incident;

- (c) the nature and extent of Claimant's injury or illness;
 - (d) the name of any possible witness(es) to the incident; and
 - (e) the name and address of all of Claimant's treating physicians.
3. The initial determination of eligibility for 207-c benefits shall be made by the Sheriff or his designee and shall be made within two (2) days of receipt of the completed application. The application shall be submitted to the administrative staff from the Law Enforcement Division. The administrative staff shall have the right to investigate the circumstances of the injury or illness. Claimant must cooperate with the investigation and provide all information, reports and documentation necessary for the county to determine the nature of the illness or injury or whether the Claimant was injured or taken ill in the performance of duty. Failure to cooperate may, in the discretion of the Sheriff, result in the suspension of benefits, which shall not be unreasonably denied.
 4. Claimant shall begin receiving benefits immediately upon filing the application as provided in Section 3 of this procedure unless an initial determination that the Claimant is not entitled to benefits has already been made and the Claimant does not object. These benefits shall not be terminated or interrupted without the benefit of the procedures set forth in Section 10. The receipt of 207-c benefits shall not be deemed to be an admission that the Claimant is entitled to 207-c benefits.
 5. If the Claimant is deemed ineligible for benefits, he shall be entitled to a hearing as described in Section 10. Claimant must file a request for an appeal with the Sheriff within ten (10) days.
 6. The initial determination shall be mailed to Claimant and the Claims Manager within two (2) business days after the determination is made.
 7. There is a continuing obligation on the part of the Claimant to apprise the Sheriff of any changes in the information related to the incident.

SECTION 4. AUTHORITY AND DUTIES OF CLAIMS MANAGER

1. The Claims Manager shall have the sole and exclusive authority to make a final determination of eligibility for 207-c benefits, subject to the dispute resolution procedure herein.
2. The Claims Manager shall have the authority to:
 - (a) employ experts and specialists to assist in the rendering of the determination of eligibility;
 - (b) require the production of any book, document or other record that pertains to the application or injury;
 - (c) require the Claimant to submit to reasonable medical examinations;

- (d) require the Claimant to sign forms for the release of medical information that bears upon the application;
 - (e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
 - (f) do all that is necessary or advisable in the processing of said application.
3. Claimant has an affirmative obligation to cooperate in every way with the investigation conducted pursuant to this procedure. Failure to cooperate may, in the discretion of the Claims Manager, result in suspension of benefits subject to dispute resolution procedure contained in Section 10.
 4. The Claims Manager shall mail a written copy of the final determination to the Claimant within ten (10) days of the decision. The written copy shall set forth the reasons for the decision. Appeals from the decision of the Claims Manager shall be made within ten (10) days of the receipt of the decision by the Claimant.

SECTION 5. MEDICAL TREATMENT

1. After the filing of an application, the Claims Manager may require a Claimant to submit to a reasonable number of medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render a final determination of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed physicians. Any Claimant who refuses to accept such medical treatment or fails to cooperate with medical examinations shall be deemed to have suspended rights to benefits from that day forward, subject to Section 10.
2. Medical Reports – All physicians, specialists and consultants treating a Claimant shall be required to file a copy of any and all reports with the Claims Manager. Physician notes on Claimant's condition and ability to perform his job duties must be updated every thirty (30) days, unless the Claimant is deemed to be totally and permanently disabled. The Claimant shall execute all necessary releases and shall be responsible for the filing of said reports. Any report generated by the Claims Manager, or any agent of the Claims Manager, that pertains to a Claimant's case shall be made available for inspection after ten (10) days of receipt of the report by the County. A copy of any report shall be made available upon request.
3. Payment for Medical and Related Services – A Claimant must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment related to injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to incurring the expense.

4. No claim for surgical operations or physiotherapeutic procedures costing more than eight hundred fifty dollars (\$850.00) shall be paid unless required in an emergency or authorized in advance by the Claims Manager.
5. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were supplied as a consequence of the injury or illness upon which claim for benefits is based.
6. Any disputes pertaining to medical treatment shall be resolved pursuant to Section 10 of these procedures.

SECTION 6. LIGHT DUTY ASSIGNMENTS

1. Any Claimant receiving benefits who is not eligible for, or who is not granted, an ordinary or accidental disability retirement or retirement for disability incurred in performance of duty, or similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the Claimant's ability to perform light duty. Any Claimant deemed able to perform light duty by the Claims Manager may be directed by the Sheriff, in his sole discretion, to perform such light duty for a specified period of time as determined by the Sheriff.
2. If possible, the light duty assignment shall be made to the Claimant's previously assigned shift.
3. If the Claimant returns to work in a light duty assignment within six (6) months from the beginning of his leave, Claimant shall be given the same days off that he had when the leave commenced, unless otherwise agreed.
4. A Claimant who disagrees with the order to report for light duty may, within forty-eight (48) hours after receipt of the order, appeal said order pursuant to Section 10 of these procedures.
5. Payment of benefits shall be discontinued to any Claimant who fails or refuses to perform light duty after exhaustion of the procedures contained in Section 10.

SECTION 7. CHANGES IN CONDITION OF CLAIMANT

Each Claimant shall be required to notify the Claims Manager of any change in his condition which may enable him to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of change.

SECTION 8. RIGHT OF PERPETUAL REVIEW AND EXAMINATION

1. The Claims Manager shall have the right to review the eligibility of every Claimant throughout the period during which benefits are received. This right shall include, but shall not be limited to:
 - (a) requiring claimant to undergo a reasonable number of medical examinations by physician or physicians chosen by the Claims Manager;

- (b), requiring Claimant to testify as to his current condition; and
- (c) requiring Claimant or any other involved parties to provide any documentation, books or records that bear on Claimant's case.

SECTION 9. TERMINATION OF BENEFITS

If, for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that a Claimant is no longer, or was never, eligible for benefits, the Claims Manager shall terminate such benefits effective the date of the determination of ineligibility. Notice of such termination and the reasons therefor shall be served by mail upon the Claimant and the Sheriff. The Claimant, within ten (10) days after receipt of the notice of termination, may request a hearing to review the decision to terminate benefits. Pending a determination under this Section, the Claimant will continue to receive 207-c benefits. Any benefits paid to a Claimant who is later determined to have been ineligible for all or part of such benefits shall be refunded to the County as set forth in Section 10.

SECTION 10. DISPUTE RESOLUTION

1. Except where otherwise specifically provided, Claimant shall file all requests for appeals to the Claims Manager in the appropriate form within ten (10) days from the receipt of notice of all contested claims or actions. Contested claims or actions shall be appealed to an independent hearing officer (arbitrator) selected on a rotating basis from a panel agreed to by the parties. If the parties cannot agree upon a panel, they shall select an arbitrator from the American Arbitration Association under its normal rules. The hearing officer's decision shall be final and binding on the County, Union and the Claimant, subject to Article 75 of the Civil Practice Law and Rules. The cost of the hearing officer shall be borne equally by the parties. Parties shall be responsible for the cost of their own attorneys and witnesses. Absent extenuating circumstances, the hearing shall be held within thirty (30) calendar days of the filing of the appeal. If a hearing officer is unavailable within the thirty (30) calendar day period, the parties agree to go to the next name on the hearing officer list. During the pendency of the disputed claim, the Claimant shall receive 207-c benefits subject to the following.
2. Absent extenuating circumstances, if the Union or the Claimant is unavailable within the thirty (30) calendar day period, 207-c benefits shall cease at the end of the thirty (30) calendar day period, at which time the Claimant may use accruals or receive Workers' Compensation benefits if eligible. If the Union or the Claimant adjourns the hearing, 207-c benefits shall cease, at which time the Claimant may use accruals or receive Workers' Compensation benefits if eligible.
3. If there is a medical dispute between Claimant's doctor and the County's doctor as to whether the Claimant is disabled or unable to perform his duties or if medical treatment is needed, the parties agree to submit the medical dispute to an arbitrator selected pursuant to Section 10(1).

4. If it is determined that Claimant is ineligible for 207-c benefits, the Claimant shall reimburse the County for any benefits advanced by way of charge to accruals. Claimant may also reimburse the County in the form of a check to the Commissioner of Finance. If the Claimant has insufficient accruals, Claimant shall reimburse the County for monies advanced by way of deduction within one hundred fifty (150) calendar days.
5. The above procedure shall apply to all contested claims and issues, including initial determination, continued eligibility, medical treatment and medical ability to perform light duty.

SECTION 11. COORDINATION WITH WORKERS' COMPENSATION BENEFITS

Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the County for periods during which a Claimant received 207-c benefits. If Claimant received any Workers' Compensation benefits which were required to be paid to the County, Claimant shall repay such benefits to the County, or such amounts due may be offset from his salary or any 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Workers' Compensation benefits shall be payable to Claimant.

SECTION 12. DISCONTINUATION OR REDUCTION OF SALARY AND WAGES OR OTHER BENEFITS

1. Payment of all 207-c benefits shall be discontinued with respect to any Claimant who is granted an ordinary or accidental disability pension.
2. Payment of 207-c salary and wages shall be offset by any payments the Claimant receives from the Social Security Administration pertaining to his injury or illness, as required by law.

SECTION 13. APPEALS

No dispute arising out of the application of this procedure or the construction of 207-c shall be subject to the grievance procedure. The appeal procedure herein shall be the exclusive remedy for resolving 207-c disputes.

SECTION 14. AFFIRMATION

This procedure shall supersede all prior 207-c procedures. The parties agree that there will be no changes made to this procedure without negotiation between the parties.

APPENDIX I
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE SHERIFF OF THE COUNTY OF DUTCHESS,
THE COUNTY OF DUTCHESS
AND
THE DUTCHESS COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC.

The January 1, 2016 through December 31, 2019 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable and contextual changes required for the integrity of the contract. The effect of these provisions shall be subject to approval by the Dutchess County Legislature and ratification by the Dutchess County Deputy Sheriffs' Police Benevolent Association, Inc."

1. TERM OF AGREEMENT.

January 1, 2020 through December 31, 2023.

2. ARTICLE III, SECTION 3. AMENDED APPENDICES

Modify to provide as follows:

Updated Appendix "A" indicating modifications of the Unit, as authorized above, shall be provided by the Employer to the Union upon request

3. ARTICLE IV, COMPENSATION, SECTION 1, SUPPORTING DOCUMENTS

Modify to provide as follows:

Attached hereto and made a part hereof are the following documents:

- | | |
|---|------------------|
| (a) Annual Salary Job Group Allocations | (Appendix "B") |
| (b) Annual Salary Schedules for 2019 | (Appendix "C") |
| (c) Annual Salary Schedules for January 1, 2020 | (Appendix "C-1") |
| (d) Annual Salary Schedules for January 1, 2021 | (Appendix "C-2") |
| (e) Annual Salary Schedules for January 1, 2022 | (Appendix "C-3") |
| (f) Annual Salary Schedules for January 1, 2023 | (Appendix "C-4") |
| (g) Longevity Schedule | (Appendix "D") |
| (h) 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.

4. ARTICLE IV, COMPENSATION, SECTION 2, SALARIES.

Modify the provision to read as follows:

- (a) The salary schedule for 2019 (Appendix C) reflects the base salaries pursuant to which the 2020-2023 salaries are calculated.
- (b) The salary schedule for 2020 (Appendix C-1) reflects an increase over the 2019 Salary Schedule of two- and one-half percent (2.5%) percent and shall be paid retroactively to January 1, 2020.
- (c) The salary schedule for 2021 (Appendix C-2) reflects an increase over the 2020 Salary Schedule of two- and one-half percent (2.5%) percent.
- (d) The salary schedule for 2022 (Appendix C-3) reflects an increase over the 2021 Salary Schedule of two- and one-half percent (2.5%).
- (e) The salary schedule for 2023 (Appendix C-4) reflects an increase over the 2022 Salary Schedule of two- and three-quarters percent (2.75%).
- (f) Retroactive salary increases will be paid only to those Employees who were on the payroll on the date of final ratification, or who had retired between January 1, 2020 and the date of final ratification, or any member that has, through continuous service, moved into a management position within the Sheriff's Department.

5. ARTICLE IV, COMPENSATION, SECTION 9, LONGEVITY PAYMENT.

Increase longevities by one hundred fifty dollars (\$150.00) each year in 2020, 2021, 2022, and 2023. These will be reflected in Appendix "D" referenced in this section.

6. ARTICLE IV, COMPENSATION, SECTION 10, DETECTIVE, CIVIL DEPUTY AND PLAINCLOTHES EMPLOYEE STIPEND

Modify provision to provide that Detective Stipend is to increase to seven percent (7%) effective 2020, eight percent (8%) effective 2021, nine percent (9%) effective 2022 and ten percent (10%) effective 2023. Restructure provision to separate each title.

Modify provision to exclude Detectives from yearly clothing allowance.

Provision to read as follows

- (a) As outlined below, Employees duly designated, in the discretion of the Sheriff, to serve as Deputy Sheriff Detective shall receive an annual stipend above the employees' then current base salary.

Effective January 1, 2020 – seven percent (7%)

Effective January 1, 2021 – eight percent (8%)

Effective January 1, 2022 – nine percent (9%)

Effective January 1, 2023 – ten percent (10%)

- (b) Employees duly designated to serve as Deputy Sheriff Detective Sergeants shall receive an annual stipend of three percent (3%) above the top step of Deputy Sergeant.
- (c) Employees duly designated to serve as Deputy Sheriff Detective Lieutenants shall receive an annual stipend of three percent (3%) above the top step of Deputy Lieutenant.
- (d) Each plainclothes Deputy Sheriff, including Civil, CAC, FIG, and Warrant Deputies, but excluding Detectives, shall receive a yearly clothing allowance of six hundred dollars (\$600.00) payable in two equal installments on approximately January 1 and July 1 of each year.

7. ARTICLE VI, SENIORITY, SECTION 2, SENIORITY LIST.

Modify the provision to read as follows:

A current seniority list showing the names, length of service department assignments and rank shall be furnished to the PBA on request. A copy of the list shall be maintained for inspection by members.

8. ARTICLE VII, PAYROLL.

Modify the provision to place a title in Section 1.

SECTION 1. PAY FREQUENCY

Employees will be paid every two weeks.

9. ARTICLE VII, PAYROLL, SECTION 2. COPY OF PAYROLL

Modify the provision to read as follows:

SECTION 2. COPY OF PAYROLL

The Employer will provide the P.B.A. with a copy of the last payroll in each calendar quarter upon request.

10. ARTICLE VII, PAYROLL, SECTION 3. DIRECT DEPOSIT.

Employees will be required to utilize paperless direct deposit. Modify the provision to read as follows:

SECTION 3. DIRECT DEPOSIT

Employees will be required to utilize paperless direct deposit.

- (a) The County provides a Paperless Direct Deposit process for all employees. Each Employee must elect Paperless Direct Deposit of their entire net paycheck. Funds will be available in each designated account through ACH on each pay date. If an over or under payment occurs, it will be corrected in the next paycheck.
- (b) Changes to a previously elected direct deposit option may be made at any time. The change will be effective within two (2) payroll cycles.

11. ARTICLE VIII, OVERTIME, SECTION 1. TIME AND ONE HALF.

Modify provision to cap compensatory time at one hundred sixty (160) hours per year.

Provision to read as follows:

SECTION 1. TIME AND ONE HALF

- (a) Overtime for all Employees is defined as all hours worked in excess of forty (40) hours per week. Overtime shall be compensated at the rate of 1 1/2 times the Employee's normal hourly rate of pay or compensatory time at the rate of 1 1/2 times the time worked. Employees will have a choice of whether to be paid in money or time. Employees shall be allowed to earn no more than one hundred sixty (160) hours of compensatory time in a year nor to exceed one hundred sixty (160) hours of compensatory time accruals at any time. Any Employee who has reached the one hundred sixty (160) hours threshold and earns overtime shall be paid in money. Compensatory time must be taken within twelve (12) months of the date on which it was earned, or the Employee will have the option to convert the time to vacation time or to be paid for it. If the Employee chooses to be paid, he must notify the department, in writing, at least ten (10) days before the time is due to expire. If no such notification is given, the compensatory time will convert to vacation time.

12. **ARTICLE VIII, OVERTIME, SECTION 9, LINE-UP PAY.**

Modify section (b) to read as follows:

- (b) Actual Line-up time worked shall be paid and incorporated into the bi-weekly pay check in lieu of any other payments.

13. **ARTICLE IX. HOLIDAYS, VACATIONS, LEAVES, SECTION 1, HOLIDAYS**

Create section (b) to eliminate President's Day and Election Day as paid holidays for employees hired after January 1, 2020.

Provision to read as follows:

SECTION 1, HOLIDAYS

Saturdays, Sundays and legal holidays are allowed as days off with pay. An Employee whose normal work week includes Saturdays and/or Sundays shall be granted 2 consecutive days off each week. Nothing in the Agreement shall be construed as preventing the County Legislature from granting Employees such additional days off with pay as it may lawfully authorize by resolution.

- (a) Paid holidays for employees hired prior to January 1, 2020 are as follows:

New Year's Day	Memorial Day	Election Day
Martin Luther King Day	Independence Day	Veteran's Day
Lincoln's Birthday	Labor Day	Thanksgiving Day
Washington's Birthday	Columbus Day	Christmas Day
(Also known as President's Day)		

- (b) Paid holidays for employees hired on or after January 1, 2020 are as follows:

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Lincoln's Birthday	Labor Day	Christmas Day
Columbus Day		

14. **ARTICLE IX. HOLIDAYS, VACATIONS, LEAVES, SECTION 3, SICK LEAVE.**

Modify provision to provide that an employee hired on or after January 1, 2020, sick leave will be accrued at the rate of ten (10) days per year of continuous employment with unlimited accumulation.

Provision to read as follows:

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 spouse, children, mother or father. For the purpose of this Section, an Employee may use up to eighty (80) hours sick leave from date of birth to care for an otherwise well newborn.

For an Employee hired prior to January 1, 2020 sick leave will be accrued at the rate of one (1) day for each month of continuous employment with unlimited accumulation. For an Employee hired on or after January 1, 2020, sick leave will be accrued at the rate of ten (10) days per year of continuous employment with unlimited accumulation. Accruals will be awarded as a full day per month for ten (10) of the twelve (12) months in a service year. Any employee earning twelve (12) sick days per year who returns to County service after at least a one (1) year break in service will receive the ten (10) days of sick leave accrual outlined in this section. (Leaves pursuant to Civil Service Law Section 71 or Section 72 or time on a preferred eligible list (PEL) will not be deemed a break in service for this provision.) Sick leave may be taken in minimum units of one-hour increments.

15. ARTICLE IX, HOLIDAYS, VACATIONS, LEAVES, SECTION 3, SICK LEAVE.

Modify section (c) to read as follows:

- (c) If an Employee has used 6 days of sick leave during the course of a twelve (12) month period, without proof as set forth in section (b) of this article, the Sheriff may require the aforementioned proof of examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness may be required for up to a six (6) month period from the last used sick day, if the Sheriff provides written notice that the Employee has exceeded the above limitation.

16. ARTICLE IX, HOLIDAYS, VACATIONS, LEAVES, SECTION 8, MILITARY AND OTHER LEAVE REQUIRED BY LAW.

Modify the provision to read as follows:

SECTION 8, MILITARY AND OTHER LEAVE REQUIRED BY LAW.

The Sheriff 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. Additionally,

Employees who are also members of the Armed Forces Reserves or National Guard and who are called to Active Duty Military Service shall be entitled to the benefits conferred upon them in the Dutchess County Resolution No. 2016221, as may be amended.

17. ARTICLE IX, HOLIDAYS, VACATIONS, LEAVES, SECTION 13, BEREAVEMENT LEAVE

Modify the provision to read as follows:

SECTION 13. BEREAVEMENT LEAVE

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. 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.

18. ARTICLE X, HEALTH INSURANCE; WELFARE TRUST FUND AND RETIREMENT PLANS.
SECTION 3. HEALTH INSURANCE BUY-OUT

Modify Section 3 language to conform with current benefits and eliminate obsolete language. Add a new section 3(i). Provision to read as follows .

SECTION 3. HEALTH INSURANCE BUY-OUT

- (a) 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 buyout 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) In the event that the employee has not been enrolled in a family plan for twenty-four (24) months but has been continuously receiving health care insurance benefits for the prior twenty-four (24) month period (either in an individual plan or in a combination of the time in an individual plan and family plan for twenty-four (24) months continuously) then the buyout will be awarded at the individual rate.

- (c) An Employee, who meets the criteria above, may exercise the health insurance buyout by submitting an application to the County, any time during the year they elect to terminate County coverage but no later than the open enrollment period designated by the County, within that same calendar year that he/she terminated coverage, along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County and made available by Risk Management. No award shall be made in the year in which application is made (i.e., coverage is dropped in June of 2019, the buyout will be applicable in the calendar year 2020).
- (d) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.
- (e) Each Employee who exercised 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.
- (f) Payment shall be made between December 1st and December 15th the following year for applications made in 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.
- (g) 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.
- (h) 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 X, Section 4.
- (i) Hand delivered applications must be time stamped by the Human Resources Department as proof of receipt. Applications emailed to Risk Management are also acceptable as proof of receipt.

**19. ARTICLE X, HEALTH INSURANCE; WELFARE TRUST FUND AND RETIREMENT PLANS,
SECTION 4, HEALTH INSURANCE FOR RETIRED EMPLOYEES**

Create a new section (b) to allow members who have been with the County for twenty years, to credit up to five (5) years of full-time police service in another jurisdiction towards

Dutchess County Retiree Health Insurance Service. This benefit is available only to employees who retire after January 1, 2020. Current (b) will be (c).

Provision to read as follows:

SECTION 4. HEALTH INSURANCE FOR RETIRED EMPLOYEES

- (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 the County government, shall have the option to elect contributory health insurance coverage from the County based on the following schedule:

<u>COUNTY SERVICE CREDIT YEARS</u>	<u>COUNTY SHARE OF COVERAGE</u>	
	<u>INDIVIDUAL</u>	<u>DEPENDENT</u>
10-14 years	50%	35%
15-19 years	60%	45%
20-24 years	70%	55%
25 years or more	80%	65%

- (b) Full time employees who retire after January 1, 2020, having at least twenty (20) years of service with the County and having met all the requirements of subsection (a) herein, shall be credited up to five (5) years of service credit for full time police employment worked in another jurisdiction.
- (c) Spouses receiving health insurance coverage through a retired Employee may elect to continue such coverage at the time of the Employee's death. The County will pay 50% of the cost of the individual premium. In the event the surviving spouse also elects dependent coverage, such surviving spouse shall be responsible for 100% of the additional premium cost. This benefit is effective for employees who retire after January 1, 2011.

20. ARTICLE XII, MISCELLANEOUS, SECTION 12, FLEX 125 PLAN

Modify heading to "IRS Section 125 Flexible Spending Plan"

Modify Section 12 and Section 13 to be one provision and modify language to conform with current benefits and eliminate obsolete language.

Provision to read as follows:

SECTION 12. IRS SECTION 125 FLEXIBLE SPENDING PLAN

- (a) Medical Plan Premium Conversion: The County will auto-enroll Employees who contribute toward their health insurance coverage to process the contribution on a pre-tax basis. Employees must submit a written request to the Risk Management Department within thirty days of date of hire, a qualifying event or the open enrollment period(s) to opt out of the program to then process contributions as post-tax deductions pursuant to the Internal Revenue Service rules and regulations.
- (b) Medical Expense Reimbursement Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying non-reimbursed medical expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable medical expenses.
- (c) Dependent Care Spending Account Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualified expenses for elder care, handicapped care and dependent care expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable expenses.
- (d) Continuation or modification of the 125 Flexible Spending Plan is subject to change depending upon Internal Revenue Service rules and regulations.

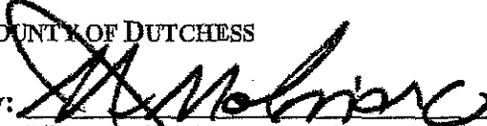
21. ARTICLE XXII, DURATION

Modify provision to reflect proper dates; provision to read as follows:

Except as otherwise specifically provided in this Agreement, this Agreement shall be effective January 1, 2020 through December 31, 2023.

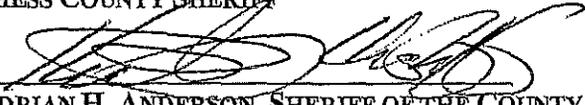
Dated: November 21, 2019

COUNTY OF DUTCHESS

By: 

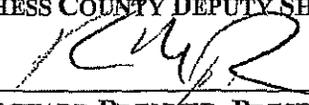
 MARCUS J. MOLINARO, COUNTY EXECUTIVE

DUTCHESS COUNTY SHERIFF

By: 

 ADRIAN H. ANDERSON, SHERIFF OF THE COUNTY OF DUTCHESS

DUTCHESS COUNTY DEPUTY SHERIFFS' POLICE BENEVOLENT ASSOCIATION, INC.

By: 

 RICHARD BRENNER, PRESIDENT

APPENDIX C
PBA
2019 ANNUAL SALARY SCHEDULE

PBA JANUARY 2019			2.00%						
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		48,446	56,277	64,108	68,466	73,642	80,416	6,394	2,049
SP (SGT)	15%	92,478							2,346
SQ (LT)	10%	101,726							2,491

APPENDIX C-1

PBA

2020 ANNUAL SALARY SCHEDULE

PBA JANUARY 2020			2.50%						
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		49,657	57,684	65,711	70,178	75,483	82,426	6,554	2,199
SP (SGT)	15%	94,790							2,496
SQ (LT)	10%	104,269							2,641

APPENDIX C-2

PBA

2021 ANNUAL SALARY SCHEDULE

PBA JANUARY 2021			2.50%						
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		50,898	59,126	67,354	71,932	77,370	84,487	6,718	2,349
SP (SGT)	15%	97,160							2,646
SQ (LT)	10%	106,876							2,791

APPENDIX C-3

PBA

2022 ANNUAL SALARY SCHEDULE

PBA JANUARY 2022			2.50%						
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		52,170	60,604	69,038	73,730	79,304	86,599	6,886	2,499
SP (SGT)	15%	99,589							2,796
SQ (LT)	10%	109,548							2,941

APPENDIX C-4

PBA

2023 ANNUAL SALARY SCHEDULE

PBA JANUARY 2023			2.75%						
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	AVERAGE INCREMENT	LONGEVITY
SN (DS)		53,605	62,271	70,937	75,758	81,485	88,980	7,075	2,649
SP (SGT)	15%	102,327							2,946
SQ (LT)	10%	112,560							3,091

APPENDIX D
PBA
LONGEVITY SCHEDULE

GRADE	EFFECTIVE 1/1/2019	EFFECTIVE 1/1/2020	EFFECTIVE 1/1/2021	EFFECTIVE 1/1/2022	EFFECTIVE 1/1/2023
SN (DS)	2,049	2,199	2,349	2,499	2,649
SP (SGT)	2,346	2,496	2,646	2,796	2,946
SQ (LT)	2,491	2,641	2,791	2,941	3,091

Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 5 - Town of Poughkeepsie	Keith		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (VC)		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 12 - Town of East Fishkill	Metzger (C)		
District 15 - Town of Wappinger	Incoronato		
District 18 - City of Beacon and Town of Fishkill	Page		

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

2019324 RATIFYING THE 2020-2023 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE DUTCHESS COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC.

December 16, 2019

Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 4 - Town of Hyde Park	Black		
District 20 - Town of Red Hook/Tivoli	Munn		
District 1 - Town of Poughkeepsie	Llaverias		
District 3 - Town of LaGrange	Borchert		
District 5 - Town of Poughkeepsie	Keith		
District 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present:	<u>24</u>	Resolution:	<u>✓</u>	Total :	<u>24</u>	<u>0</u>
Absent:	<u>1</u>	Motion:	<u>—</u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2019324 RATIFYING THE 2020-2023 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE DUTCHESS COUNTY DEPUTY SHERIFF'S POLICE BENEVOLENT ASSOCIATION, INC.

December 16, 2019

PULLED BY SPONSOR 12/16/2019

Government Services & Administration

RESOLUTION NO. 2019325

RE: ESTABLISHING THE TERM OF OFFICE FOR ELECTION
COMMISSIONERS OF DUTCHESS COUNTY

Legislator TRUITT offer the following and move its adoption:

WHEREAS, Section 3-202(1) of the New York State Election Law provides the County Legislature with the authority to establish a two-year or a four-year term of office for Election Commissioners; and

WHEREAS, Dutchess County established a two-year term of office for Election Commissioners pursuant to Resolution 200076 of 2000; now, therefore, be it

RESOLVED, that Resolution 200076 of 2000 be repealed, and be it further

RESOLVED, the term of office for Election Commissioners shall be four years and, shall affect terms of office commencing on or after January 1, 2021.

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 16th day of December 2019, 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 16th day of December 2019.~~

~~CAROLYN MORRIS, CLERK OF THE LEGISLATURE~~



DUTCHESS COUNTY LEGISLATURE

Commendation: Francena I. Amparo

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

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Francena I. Amparo was an elected member of this body for eight years, and

WHEREAS, Francena I. Amparo was elected in 2012 to represent District 14, Town of Wappinger, as a County Legislator and took office on January 1, 2012, and

WHEREAS, Francena I. Amparo will be leaving her position as a Dutchess County Legislator on December 31, 2019, and

WHEREAS, Francena I. Amparo served the Legislature on the Environment Committee, Government Services and Administration Committee, Public Works and Capital Projects Committee, Airport Advisory Committee, Benefit Assessment Review Board, and the Veterans Affairs Committee, and served as the Assistant Minority Leader, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Francena I. Amparo on her eight years of service and dedication to Dutchess County and extends its deepest and sincerest appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Francena I. Amparo its best wishes in all her future endeavors.

Resolution No. 2019326

STATE OF NEW YORK

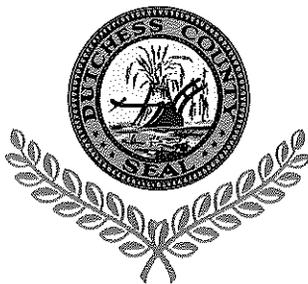
ss:

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 16th day of December 2019, 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 16th day of December 2019.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE



DUTCHESS COUNTY LEGISLATURE

Commendation: Marge J. Horton

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

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Marge J. Horton was an elected member of this body for over 17 ½ years, and

WHEREAS, Marge J. Horton was appointed on April 11, 2002, and thereafter elected to represent Districts 20 and 21, Town of East Fishkill, as a County Legislator for 17 years, and

WHEREAS, Marge J. Horton will be leaving her position as a Dutchess County Legislator on December 31, 2019, and

WHEREAS, Marge J. Horton served the Legislature on the Environment Committee, Family and Human Services Committee (Vice Chair, Chair), Government Services and Cultural Affairs Committee, Environment and Community Development Committee, Government Services and Administration Committee, Benefit Assessment Review Board, Foster Care and Adoption Committee, Budget, Finance and Personnel Committee (Vice Chair), Merit Award Board, Cooperative Extension Board of Directors, Local Early Intervention Coordinating Council, Youth Board and Coordinating Council, Criminal Justice Council, Early Childhood Intervention Council, Child Services Council, Public Safety Committee (Chair), Sex Offender Management Committee, Child Care Council of Dutchess and Putnam INC., and the E-911 Oversight Board, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Marge J. Horton on her over 17 1/2 years of service and dedication to Dutchess County and extends its deepest and sincerest appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Marge J. Horton its best wishes in all her future endeavors.

Resolution No. 2019327
STATE OF NEW YORK

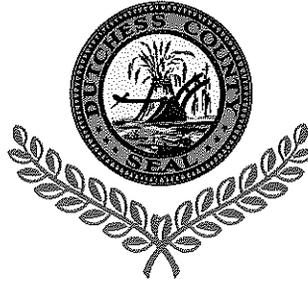
ss:

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 16th day of December 2019, 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 16th day of December 2019.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE



DUTCHESS COUNTY LEGISLATURE

Commendation: Joseph Incoronato

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

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Joseph Incoronato was an elected member of this body for 10 years, and

WHEREAS, Joseph Incoronato, was elected to represent District 15, Towns of Poughkeepsie and Wappinger, and in 2015 District 15, Town of Wappinger, and served as a County Legislator for 10 years, and

WHEREAS, Joseph Incoronato will be leaving his position as a Dutchess County Legislator on December 31, 2019, and

WHEREAS, Joseph Incoronato served the Legislature on the Government Services and Administration Committee, Public Works and Capital Projects Committee (Vice Chair), Child Development Council, Merit Award Board, Veterans Affairs Committee, Budget, Finance, and Personnel Committee, Benefit Assessment Review Board, and the Board of Health, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Joseph Incoronato on his 10 years of service and dedication to Dutchess County and extends its deepest and sincerest appreciation, and, be it further

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

Resolution No. 2019328

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 16th day of December 2019, 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 16th day of December 2019.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE



DUTCHESS COUNTY LEGISLATURE

Commendation: John M. Thomes

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

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, John M. Thomes was an elected member of this body for 10 years, and

WHEREAS, John M. Thomes was elected in 2010 to represent District 23, Town and Village of Pawling, Beekman, East Fishkill, as a County Legislator for 10 years, and

WHEREAS, John M. Thomes will be leaving his position as a Dutchess County Legislator on December 31, 2019, and

WHEREAS, John M. Thomes served the Legislature on the Family and Human Services Committee (Chair), Public Safety Committee (Vice Chair), Assessor's Association, Benefit Assessment Review Board, Veterans Affairs Committee, and the Government Services and Administration Committee, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate John M. Thomes on his 10 years of service and dedication to Dutchess County and extends its deepest and sincerest appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to John M. Thomes its best wishes in all his future endeavors.

Resolution No. 2019329

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 16th day of December 2019, 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 16th day of December 2019.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE



DUTCHESS COUNTY LEGISLATURE

Commendation: James J. Miccio

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

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, James J. Miccio was an elected member of this body for nearly 12 ½ years, and

WHEREAS, James J. Miccio was appointed on August 3, 2007, and thereafter elected to represent District 17, Town and Village of Fishkill, as a County Legislator for 12 years, and

WHEREAS, James J. Miccio will be leaving his position as a Dutchess County Legislator on December 31, 2019, and

WHEREAS, James J. Miccio served the Legislature on the Family and Human Services Committee (Chair), Government Services and Administration Committee, Water and Wastewater Authority Committee, Budget, Finance, and Personnel Committee (Chair), Environment Committee (Chair), Soil and Water Conservation Board, Benefit Assessment Review Board, Environment Management Council, Architect Selection Committee, Audit Review Committee, Public Works and Capital Projects Committee (Chair), and served as Majority Leader, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate James J. Miccio on his over 12 years of service and dedication to Dutchess County and extends its deepest and sincerest appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to James J. Miccio its best wishes in all his future endeavors.

Resolution No. 2019330

STATE OF NEW YORK

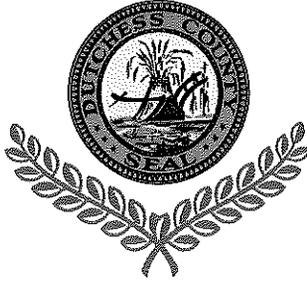
COUNTY OF DUTCHESS

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 16th day of December 2019, 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 16th day of December 2019.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE



DUTCHESS COUNTY LEGISLATURE

Commendation: Dale L. Borchert

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

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Dale L. Borchert was an elected member of this body for nearly 10 ½ years, and

WHEREAS, Dale L. Borchert was appointed on July 9, 2009, and thereafter elected to represent District 3, Town of LaGrange, as a County Legislator for 10 years, and

WHEREAS, Dale L. Borchert will be leaving his position as a Dutchess County Legislator on December 31, 2019, and

WHEREAS, Dale L. Borchert served the Legislature on the Government Services & Administration Committee, Public Works and Capital Projects Committee, Budget, Finance, and Personnel Committee (Chair), Architect Selection Committee, Audit Review Committee, Hudson Valley Regional Council (Chair), Jury Board, Water and Wastewater Authority, Environment Committee (Chair), Dutchess Community College Board of Trustees, Family and Human Services Committee, Local Early Intervention Coordinating Council (Chair), Merit Award Board, Climate Smart Communities Task Force, and served as Majority Leader and Chair of the Legislature, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Dale L. Borchert on his over 10 years of service and dedication to Dutchess County and extends its deepest and sincerest appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Dale L. Borchert its best wishes in all his future endeavors.

Resolution No. 2019331

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 16th day of December 2019, 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 16th day of December 2019.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

On motion by Assistant Majority Leader Bolner, duly seconded by Majority Leader Sagliano, and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non-agenda items.

Melissa Hoffmann, Vassar College Student, spoke in favor of endorsing the declaration of a climate emergency in Dutchess County.

No one wishing to speak, on motion by Assistant Majority Leader Bolner, duly seconded by Majority Leader Sagliano and carried, the Regular Order of Business was resumed.

There being no further business, the Chair adjourned the meeting at 7:22 p.m.