Attendance Sheets

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

Date: 1/22/15

Board Meeting

of the

Dutchess County Legislature

Thursday, January 22, 2015

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

Roll Call by the Clerk of the Legislature

PRESENT: 24 Amparo, Bolner, Borchert, Farley, Flesland, Horton, Hutchings, Ignaffo, Incoronato, Jeter-Jackson, Johnson, Kelsey, Miccio, Nesbitt, Perkins, Pulver, Rolison, Roman, Sagliano, Strawinski, Surman, Thomes, Tyner, Weiss

ABSENT: 1 MacAvery

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Reverend Jesse V. Bottoms, Jr., of Beulah Baptist Church in Poughkeepsie, followed by a moment of silent meditation.

Commendations and Proclamations

Commendation: Gay Family Holiday Light Display

Commendation: Eagle Scout Brian Kusior

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

Constantine Kazolias, 47 Noxon Street, Poughkeepsie, spoke regarding disbanding the County Industrial Development Agency.

Raconia Squire, Hammersley Avenue, Poughkeepsie, thanked the Legislature for proposing a future $1,000,000 youth center. She also spoke regarding

$2,900,000 bond for the Central Dutchess Water Transmission Line and urged that a portion of the money be redirected to the youth.

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

Chairman Rolison entertained a motion to approve the December 2014 minutes.

The December 2014 minutes were adopted.

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2015007

BOND RESOLUTION DATED JANUARY 22, 2015.

A RESOLUTION AUTHORIZING THE COST OF THE CONSTRUCTION OF A WATER MAIN LINE FROM THE CENTRAL DUTCHESS WATER TRANSMISSION LINE TO THE COUNTY AIRPORT, IN AND FOR THE COUNTY OF DUTCHESS, NEW YORK, AT A MAXIMUM ESTIMATED COST OF $2,900,000, AND AUTHORIZING THE ISSUANCE OF $2,900,000 BONDS TO PAY THE COST THEREOF.

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type I Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have a significant effect on the environment; and

WHEREAS, it is now desired to authorize the financing thereof, NOW, THEREFORE,

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

Section 1. The construction of a water main line, of approximately 5,800 linear feet, from the Central Dutchess Water Transmission Line to the County Airport at the intersection of Route 376 and Griffith Way, in and for the County of Dutchess, New York, including original furnishings, equipment, machinery, apparatus, appurtenances, land or rights-in-land, buildings, and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of $2,900,000.

Section 2. It is hereby determined that the plan for the financing of said specific object or purpose is by the issuance of $2,900,000 serial bonds hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; provided, the amount of serial bonds to be

issued shall be reduced dollar-for-dollar by any federal or state grants-in-aid or other contributions received therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is 40 years, pursuant to subdivision 1 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County of Dutchess, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall

deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or

are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in full in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

* * * * *

CERTIFICATION FORM

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

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York (the "Issuer"), DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on January 22, 2015, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 23 ayes and 1 noes, with 1 members being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on January 30, 2015 in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

I FURTHER certify that all members of said Legislature had due notice of said meeting, and that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media	Date given
Southern Dutchess News	January 19, 2015
Poughkeepsie Journal	January 19, 2015

and that I further duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of posted notice	Date of Posting
County Office Building, 6th Floor, County Office Building Poughkeepsie, NY 12601	January 19, 2015

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 23 day of January 2015.

Carolyn Morris
Clerk, County Legislature

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1/30/2015

LEGAL NOTICE OF ESTOPPEL

The following entitled bond resolution, a summary of which is published herewith, has been adopted on January 22, 2015, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Dutchess, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is each available for public inspection during regular business hours at the Office of the Clerk of the Legislature for a period of twenty days from the date of publication of this Notice.

Dated: Poughkeepsie, New York,

January 23, 2015

_____

Clerk, County Legislature

RESOLUTION NO. 2015007

BOND RESOLUTION DATED JANUARY 22, 2015.

A RESOLUTION AUTHORIZING THE COST OF THE CONSTRUCTION OF A WATER MAIN LINE FROM THE CENTRAL DUTCHESS WATER TRANSMISSION LINE TO THE COUNTY AIRPORT, IN AND FOR THE COUNTY OF DUTCHESS, NEW YORK, AT A MAXIMUM ESTIMATED COST OF $2,900,000, AND AUTHORIZING THE ISSUANCE OF $2,900,000 BONDS TO PAY THE COST THEREOF.

Specific object or purpose:	Construction of water main line from the Central Dutchess Water Transmission Line to the County Airport
Period of probable usefulness:	40 years
Maximum estimated cost:	$2,900,000
Amount of bonds to be issued:	$2,900,000 bonds
SEQRA status:	_____ Action. SEQRA compliance materials on file in the office of the Clerk of the County Legislature which it may be inspected during regular office hours

Construction of Water Main Line(To County Airport)
2,900,000 40 years at 4.20%

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	2,900,000	72,500	121,800	194,300
2	2,827,500	72,500	118,755	191,255
3	2,755,000	72,500	115,710	188,210
4	2,682,500	72,500	112,665	185,165
5	2,610,000	72,500	109,620	182,120
6	2,537,500	72,500	106,575	179,075
7	2,465,000	72,500	103,530	176,030
8	2,392,500	72,500	100,485	172,985
9	2,320,000	72,500	97,440	169,940
10	2,247,500	72,500	94,395	166,895
11	2,175,000	72,500	91,350	163,850
12	2,102,500	72,500	88,305	160,805
13	2,030,000	72,500	85,260	157,760
14	1,957,500	72,500	82,215	154,715
15	1,885,000	72,500	79,170	151,670
16	1,812,500	72,500	76,125	148,625
17	1,740,000	72,500	73,080	145,580
18	1,667,500	72,500	70,035	142,535
19	1,595,000	72,500	66,990	139,490
20	1,522,500	72,500	63,945	136,445
21	1,450,000	72,500	60,900	133,400
22	1,377,500	72,500	57,855	130,355
23	1,305,000	72,500	54,810	127,310
24	1,232,500	72,500	51,765	124,265
25	1,160,000	72,500	48,720	121,220
26	1,087,500	72,500	45,675	118,175
27	1,015,000	72,500	42,630	115,130
28	942,500	72,500	39,585	112,085
29	870,000	72,500	36,540	109,040
30	797,500	72,500	33,495	105,995
31	725,000	72,500	30,450	102,950
32	652,500	72,500	27,405	99,905
33	580,000	72,500	24,360	96,860
34	507,500	72,500	21,315	93,815
35	435,000	72,500	18,270	90,770
36	362,500	72,500	15,225	87,725
37	290,000	72,500	12,180	84,680
38	217,500	72,500	9,135	81,635
39	145,000	72,500	6,090	78,590
40	72,500	72,500	3,045	75,545
	TOTAL	2,900,000	2,496,900	5,396,900
	AVG. PER YEAR	72,500	62,423	134,923

FISCAL IMPACT STATEMENT	
TOTAL PRINCIPAL	2,900,000
ANTICIPATED FEES	29,000
ANTICIPATED INTEREST RATE	4.20%
ANTICIPATED ANNUAL COST (PRIN + INT):	134,923
TOTAL PAYBACK (ANNUAL COST x TERMS):	5,396,900

PREPARED BY HEIDI SEELBACH

Budget Amendments

	Line No.	Description	Amount
APPROPRIATIONS:			
Increase			
	EA0477.5610.3800	Water	2,871,000
	EA0477.5610.3900	Bond Issuing costs	29,000
			2,900,000
REVENUE:			
Increase			
	EA0477.5610.57100	Serial Bonds	2,900,000
			2,900,000

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	absent	
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015007 A RESOLUTION AUTHORIZING THE COST OF THE CONSTRUCTION OF A WATER MAIN LINE FROM THE CENTRAL DUTCHESS WATER TRANSMISSION LINE TO THE COUNTY AIRPORT, IN AND FOR THE COUNTY OF DUTCHESS, NEW YORK, AT A MAXIMUM ESTIMATED COST OF $2,900,000 AND AUTHORIZING THE ISSUANCE OF $2,900,000 BONDS TO PAY THE COST THEREOF

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015007 A RESOLUTION AUTHORIZING THE COST OF THE CONSTRUCTION OF A WATER MAIN LINE FROM THE CENTRAL DUTCHESS WATER TRANSMISSION LINE TO THE COUNTY AIRPORT, IN AND FOR THE COUNTY OF DUTCHESS, NEW YORK, AT A MAXIMUM ESTIMATED COST OF $2,900,000 AND AUTHORIZING THE ISSUANCE OF $2,900,000 BONDS TO PAY THE COST THEREOF

January 22, 2015

RESOLUTION NO. 2015008

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE TOWN OF LAGRANGE FOR THE PROJECT IDENTIFIED AS DEGARMO ROAD (CR 43) REHABILITATION OF BRIDGES PO-17X & L-43 OVER WAPPINGERS CREEK, TOWN OF LAGRANGE

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

WHEREAS, the County of Dutchess (County) and Town of LaGrange (Town) desire to enter into an Intermunicipal Agreement wherein the County will be "raising" DeGarmo Road and rehabilitate Bridges PO-17X & L-43 over Wappingers Creek, on DeGarmo Road (CR 43), Town of LaGrange, Dutchess County, and

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

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

WHEREAS, the Town has already approved the Intermunicipal Agreement, a copy of which is attached hereto, and

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

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

CA-08-15
CAB/ca/kvh/R-0941-A
12/31/14
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1/15/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

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 $ 0

Total Current Year Revenue and Source $ 0

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

Identify Line Items(s):

Related Expenses: Amount $ 0

Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $0

Over Five Years:

Additional Comments/Explanation:

This Fiscal Impact Statement pertains to the accompanying resolution request form seeking authorization to enter into the accompanying intermunicipal agreement between the County of Dutchess and the Town of LaGrange for the project identified as Degarmo Road (CR 43) Rehabilitation of Bridges PO-17X & L-43 Over Wappinger's Creek, Town of LaGrange.

Prepared by: Matthew W. Davis EX. 2929

INTERMUNICIPAL AGREEMENT

This Agreement dated the of 2015 between the County of Dutchess, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York, 12601 (hereinafter referred to as the County) and the Town of LaGrange, a municipal corporation with offices 120 Stringham Road, LaGrangeville, New York 12540, (hereinafter referred to as the Town)

WHEREAS, the Town owns 28 Whites Bridge Lane located in the Town of LaGrange, tax grid # 133400-6261-02-776889-0000, and

WHEREAS, the County is undertaking a project involving DeGarmo Road. The project includes the raising of DeGarmo Road (County Route 43) as well as the rehabilitation of local bridges PO-17X (BIN 3358440) and L-43 (BIN 3358430).

WHEREAS, the County needs to use approximately two tenths of one acre (0.20 Acre) of 28 Whites Bridge Lane, as described in Exhibit A annexed hereto, for a work area in connection with grading of slide slopes to meet the existing ground, turf establishment, the placement of temporary erosion and sediment control and for the future maintenance and repair of the bridge and surrounding creek channel, and

WHEREAS, the Town is willing to allow the County to have access to the property described in Exhibit A under the terms and conditions described below. Now, therefore, the parties agree as follows:

1. The County shall have the right to use the property described in Exhibit A as a work area for the following purposes:
    a. In connection with grading of slide slopes to meet the existing ground.
    b. In connection with turf establishment.
    c. In connection with the placement of temporary erosion and sediment control.
    d. In connection with future maintenance and repair of the bridge and surrounding creek channel.

2. The County and/or its contractors will conduct the work described in 1 (a)-(c) in accordance with the plans and specifications prepared by CDM Smith dated 12/31/14.

3. The County and/or its Contractors will defend, indemnify and hold harmless the Town and its employees from any and all losses, claims, liens, demands and causes of action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the Town in connection with the work described in paragraph 1.

4. The County and/or its Contractors shall maintain the following insurance coverage:

(a) Commercial General Liability Insurance coverage with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate. The Town shall be listed as additional insured on this policy.
(b) Worker's Compensation Employer's Liability and Disability Benefits insurance coverage in the statutory limits.
(c) Automobile Liability Insurance with a combined single limit of not less than $1,000,000.00. The Town shall be listed as additional insured on this policy.

The County and its Contractors shall provide the Town with proof of the above insurance coverage.

5. The term of this Agreement commences on the date of execution by the County. Either party may terminate this Agreement upon ninety (90) days notice to the other party.

APPROVED AS TO FORM:

_____
County Attorney

ACCEPTED : COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

Robert H. Balkind, P.E.
Deputy Commissioner
For Commissioner of Public Works

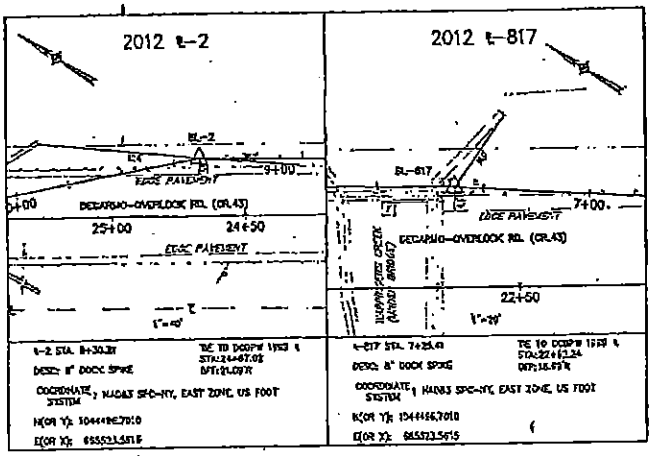
TOWN OF LAGRANGE

Alan Bell
Alan Bell, Supervisor

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 8
PARCEL NO. 8A,8B
SHEET 1 OF 2

DEGARMO RD (CR-43) REHABILITATION OF BRIDGES P017X & L-43 OVER WAPPINGERS CREEK



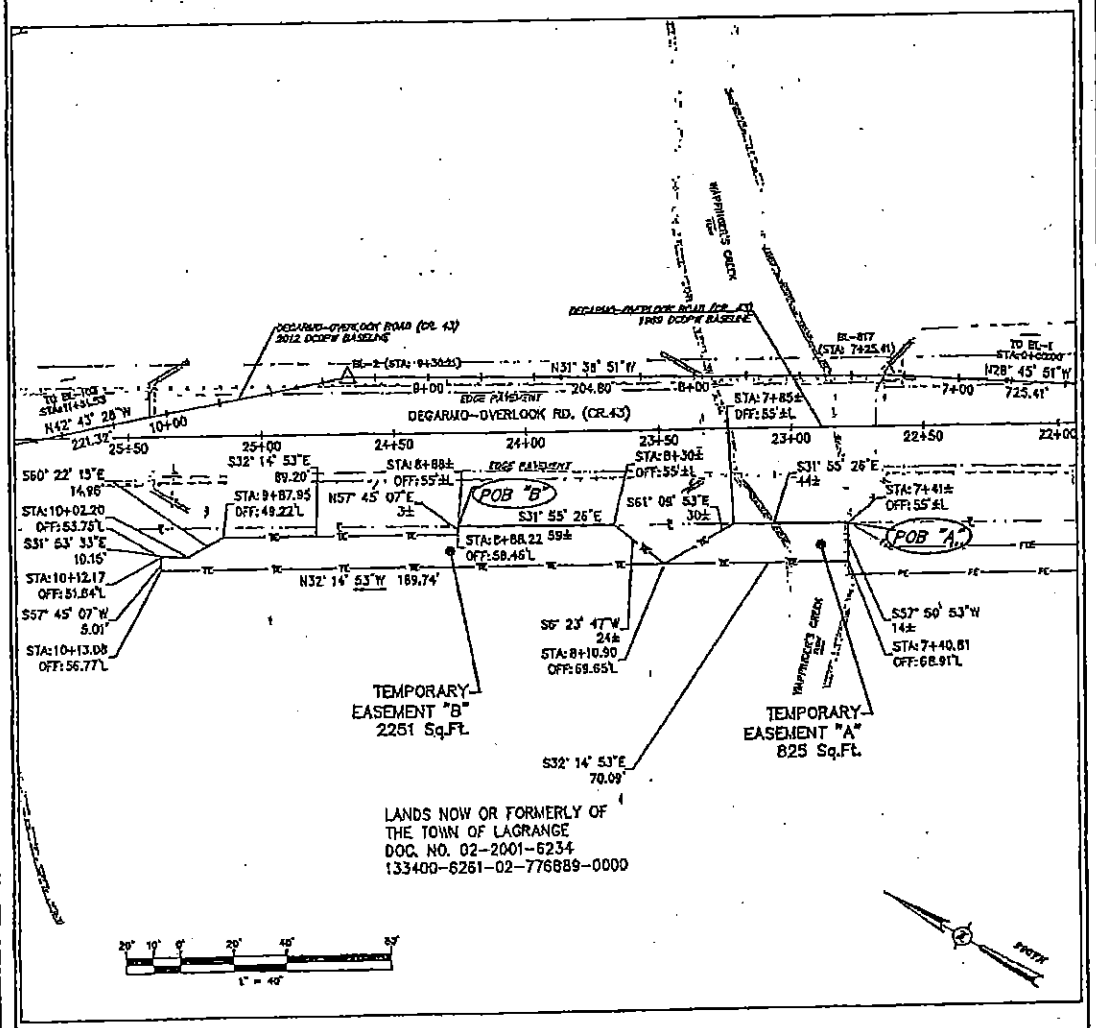
ACQUISITION DESCRIPTION:

Temporary Easement
Portion of Real Property Tax
Parcel ID No. 133400-6261-02-776889-0000

Town of LaGrange
County of Dutchess
State of New York

REPUTED OWNER:

Town of LaGrange
120 Stringham Rd
Lagrangeville NY 12540



ORIGINAL OF THIS MAP (SHEETS 1 & 2) ARE ON FILE AT THE OFFICES OF THE DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 8
REVISED DATE
DATE PREPARED 05-23-2014

PREPARED BY J.F. CHECKED BY J.G. FINAL CHECK BY S.A.

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 8
PARCEL NO. 8A,8B
SHEET 2 OF 2

DEGARMO RD (CR-43) REHIBILTATION OF BRIDGES P017X & L-43 OVER WAPPINGERS CREEK

TEMPORARY EASEMENT "A"

A temporary easement to be exercised in, on and over the property above delineated and hereinafter described for the purpose of construction access, grading, tree removal, debris removal and slopes in and to all that piece parcel of property designated as Parcel No. 8A, situate in the Town of LaGrange, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point on the westerly boundary of the existing Dutchess County Rt. 43 (Degarmo-Overlook Rd.), said point being 55± feet distant westerly, measured at right angles from station 7+41± of the hereinafter described survey baseline for the reconstruction of bridges P017X and L-43, said point also being the southeasterly corner of the herein described Temporary Easement "A"; thence through said lands of the Town of LaGrange the following three (3) courses and distances; (1) S 57° 50' 53" W 14± feet to a point 68.91 feet distant westerly, measured at right angles from station 7+40.81 of said baseline, (2) N 32° 14' 53" W 70.09 feet to a point 69.65 feet distant westerly, measured at right angles from station 8+10.90 of said baseline, (3) S 61° 09' 53" W 30± feet to a point on said existing westerly highway boundary, said point being 55± feet distant westerly, measured at right angles from station 7+85± of said baseline; thence south easterly along said existing westerly highway boundary S 31° 55' 26" E 44± feet to the point or place of beginning.

Containing 825 square feet of land more or less.

TEMPORARY EASEMENT "B"

A temporary easement to be exercised in, on and over the property above delineated and hereinafter described for the purpose of construction access, grading, tree removal, debris removal and slopes in and to all that piece parcel of property designated as Parcel No. 8B, situate in the Town of LaGrange, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point on the westerly boundary of the existing Dutchess County Rt. 43 (Degarmo-Overlook Rd.), said point being 55± feet distant westerly, measured at right angles from station 8+88± of the hereinafter described survey baseline for the reconstruction of bridges P017X and L-43, said point also being the northeasterly corner of the herein described Temporary Easement "B"; thence southeasterly along said existing westerly highway boundary; S 31° 55' 26" E 59± feet to a point 55.± feet distant westerly, measured at right angles from station 8+30± of said baseline; thence through the lands of The Town of LaGrange the following seven (7) courses and distances, (1) S 6° 23' 47" W 24± feet to a point 69.65 feet distant westerly, measured at right angles from station 8+10.90 of said baseline, (2) N 32° 14' 53" W 189.74 feet to a point 56.77 feet distant westerly, measured at right angles from station 10+13.08 of said baseline, (3) N 57° 45' 47" E 5.01 feet to a point 51.84 feet distant westerly, measured at right angles from station 10+12.17 of said baseline, (4) S 31° 53' 33" E 10.15 feet to a point 53.75 feet distant westerly, measured at right angles from station 10+02.20 of said baseline, (5) S 60° 22' 15" E 14.96 feet to a point 49.22 feet distant westerly, measured at right angles from station 9+87.95 of said baseline, (6) S 32° 14' 53" E 89.20 feet to a point 58.46 feet distant westerly, measured at right angles from station 8+88.22 of said baseline and (7) N 57° 45' 07" E 3± feet to the point or place of beginning.

Containing 2,251 square feet of land more or less.

The above mentioned survey baseline is a portion of the 2012 survey baseline for the rehabilitation of bridges P017X and L-43 over Wappingers Creek, as shown on a map and plan on file in the office of Dutchess County Department of Public Works and described as follows:

Beginning at station 0+00.00; thence N 26° 45' 51" W 725.41 feet to station 7+25.41; thence N 31° 38' 51" W 204.80 feet to station 9+30.21; thence N 42° 43' 28" W 221.32 feet to station 11+51.53; thence N 34° 47' 44" W 586.34 feet to station 17+37.76.

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

Date Dec 15 2014

Noel H.S. Knille, AIA, ASLA
Commissioner of Public Works

Recommended by:

Date 12/11 2014

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

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

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

Date May 23 2014

STATE OF NEW YORK
STEVEN JAY ALEX
050016
LICENSED LAND SURVEYOR

STEVEN J. ALEX Land Surveyor
P.L.S. License No. 050016
THE CHAZEN COMPANIES
21 FOX ST. POUGHKEEPSIE, NY

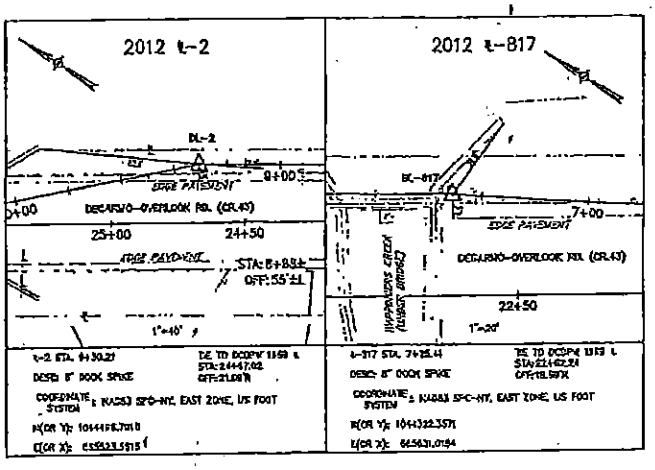
MAP NUMBER 8
REVISED DATE
DATE PREPARED 05-23-2014

PREPARED BY AJF CHECKED BY VB FINAL CHECK BY SJA

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 9
PARCEL NO. 9A,9B,9C
SHEET 1 OF 3

DEGARMO RD (CR-43) REHABILITATION OF BRIDGES P017X & L-43 OVER WAPPINGERS CREEK



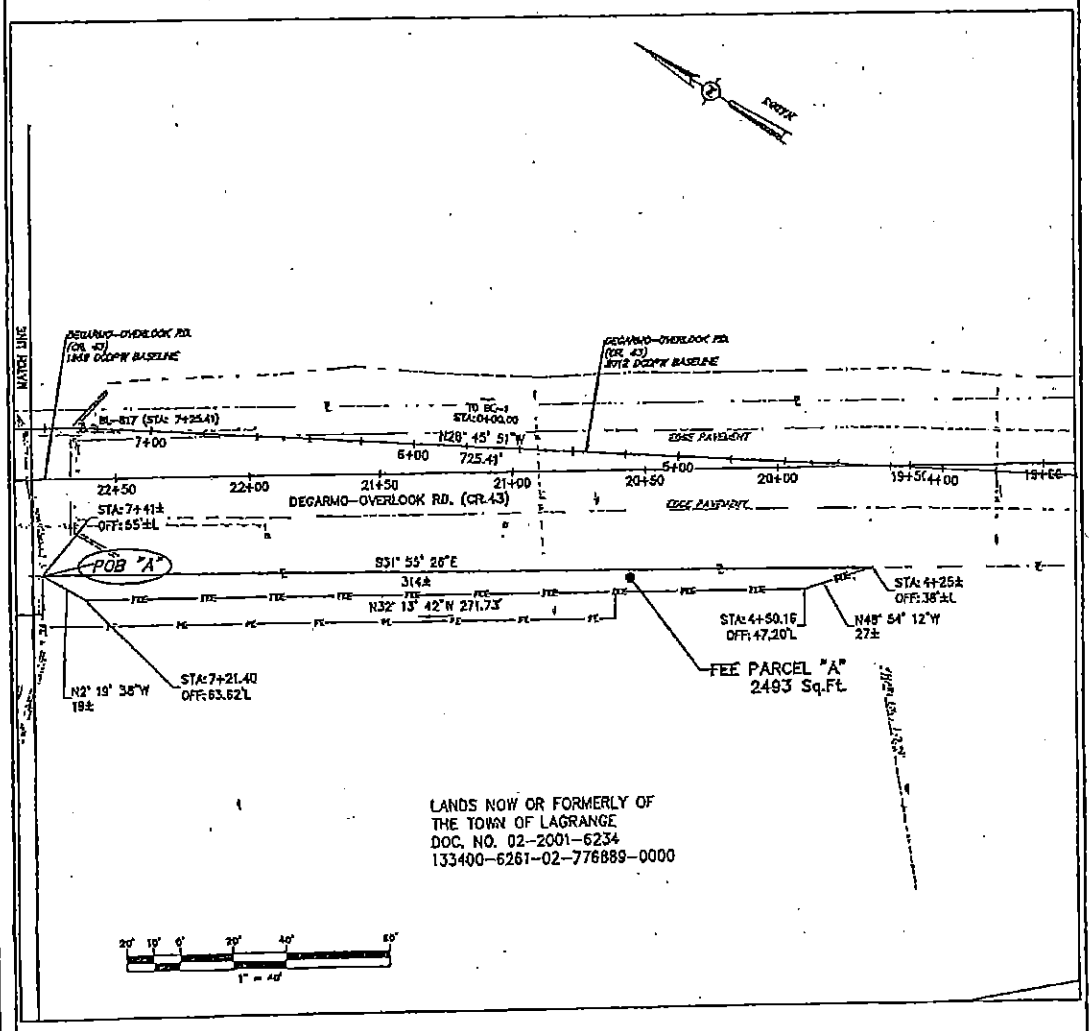
ACQUISITION DESCRIPTION:

Fee Aquisition
Portion of Real Property Tax
Parcel ID No. 133400-6261-02-776889-0000

Town of LaGrange
County of Dutchess
State of New York

REPUTED OWNER:

Town of LaGrange
120 Stringham Rd
Lagrangeville NY 12540



ORIGINAL OF THIS MAP (SHEETS 1,2 & 3) ARE ON FILE AT THE OFFICES OF THE DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

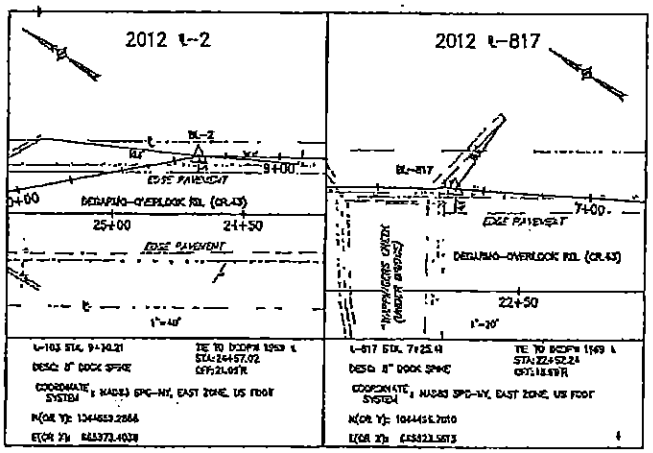
MAP NUMBER 9
REVISED DATE
DATE PREPARED 02-23-2014

PREPARED BY A.F. CHECKED BY LB FINAL CHECK BY S/A

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 9
PARCEL NO. 9A,9B,9C
SHEET 2 OF 3

DEGARMO RD (CR-43) REHABILITATION OF BRIDGES P017X & L-43 OVER WAPPINGERS CREEK



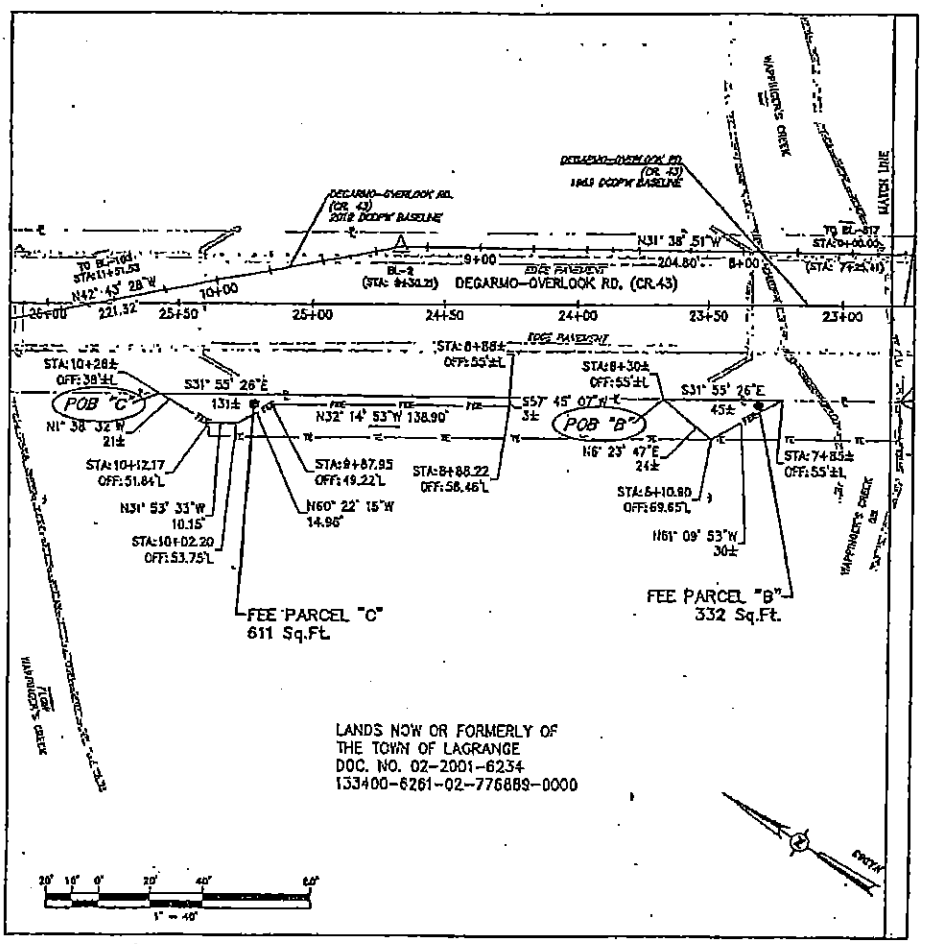
ACQUISITION DESCRIPTION:

Fee Aquisition
Portion of Real Property Tax
Parcel ID No. 133400-6261-02-776889-0000

Town of LaGrange
County of Dutchess
State of New York

REPUTED OWNER:

Town of LaGrange
120 Stringham Rd
Lagrangeville NY 12540



ORIGINAL OF THIS MAP (SHEETS 1,2 & 3) ARE ON FILE AT THE OFFICES OF THE DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 9
REVISED DATE
DATE PREPARED 03-23-2014

PREPARED BY AF CHECKED BY JG FINAL CHECK BY SJL

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 9
PARCEL NO. 9A,9B,9C
SHEET 3 OF 3

DEGARMO RD (CR-43) REHIBILTATION OF BRIDGES P017X & L-43 OVER WAPPINGERS CREEK

FEE PARCEL "A"

A fee acquisition to be exercised in, on and over the property above delineated and hereinafter described for the purpose of construction access, grading, installation and future maintenance of stone slope protection, drainage structures, ditches and steel sheet piling, tree removal, debris clearing and slopes in and to all that piece parcel of property designated as Parcel No. 9A, situate in the Town of LaGrange, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point on the westerly boundary of the existing Dutchess County RL 43 (Degarmo-Overlook Rd.), said point being 55± feet distant westerly, measured at right angles from station 7+41± of the hereinafter described survey baseline for the reconstruction of bridges P017X and L-43, said point being the northeasterly corner of the herein described Fee Parcel "A"; thence southerly along said westerly highway boundary, S 31° 55' 26" E 314± feet to a point 38± feet distant westerly, measured at right angles from station 4+26± of said baseline, thence through the lands of the Town of LaGrange the following three (3) courses and distances, (1) N 48° 54' 12" W 27± feet to a point 47.20 feet distant westerly, measured at right angles from station 4+50.16 of said baseline, (2) N 32° 13 42" W 271.73 feet to a point 63.62 feet distant westerly, measured at right angles from station 7+21.40 of said baseline, (3) N 2° 19' 38" W 19± feet to the point or place of beginning.
Containing 2,493 square feet of land more or less.

FEE PARCEL "B"

A fee acquisition to be exercised in, on and over the property above delineated and hereinafter described for the purpose of construction access, grading, installation and future maintenance of stone slope protection, drainage structures, ditches and steel sheet piling, tree removal, debris clearing and slopes in and to all that piece parcel of property designated as Parcel No. 9B, situate in the Town of LaGrange, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point on the westerly boundary of the existing Dutchess County Rt. 43 (Degarmo-Overlook Rd.), said point being 55± feet distant westerly, measured at right angles from station 8+30± of the hereinafter described survey baseline for the reconstruction of bridges P017X and L-43), said point also being the northeasterly corner of the herein described Fee Parcel; thence southerly along the westerly highway boundary, S 31° 55' 26" E 45± feet to a point 55± feet distant westerly, measured at right angles from station 7+85± of said baseline; thence through the lands of the Town of LaGrange, N 61° 09' 53" E 30± feet to a point 69.65 feet distant westerly, measured at right angles from station 8+10.90 of said baseline and N 6° 23 47" E 24± feet to the point or place of beginning.
Containing 332 square feet of land more or less.

FEE PARCEL "C"

A fee acquisition to be exercised in, on and over the property above delineated and hereinafter described for the purpose of construction access, grading, installation and future maintenance of stone slope protection, drainage structures, ditches and steel sheet piling, tree removal, debris clearing and slopes in and to all that piece parcel of property designated as Parcel No. 9C, situate in the Town of LaGrange, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point on the westerly boundary of the existing Dutchess County Rt. 43 (Degarmo-Overlook Rd.), said point being 38± feet distant westerly, measured at right angles from station 10+28± of the hereinafter described survey baseline for the reconstruction of bridges P017X and L-43), said point also being the northeasterly corner of the herein described Fee Parcel "C"; thence southerly along the westerly highway boundary, S 31° 55' 26" E 131± feet to a point 55± feet distant westerly, measured at right angles from station 8+88± of said baseline; thence through the lands of the Town of LaGrange the following five (5) courses and distances, (1) S 57° 45' 07" W 3± feet to a point 58.46 feet distant westerly, measured at right angles from station 8+88.22 of said baseline, (2) N 32° 14' 53" W 138.90 feet to a point 49.22 feet distant westerly, measured at right angles from station 9+87.95 of said baseline, (3) N 60° 22' 15" W 14.96 feet to a point 53.75 feet distant westerly, measured at right angles from station 10+02.20 of said baseline, (4) N 31° 53' 33" W 10.15 feet to a point 51.84 feet distant westerly, measured at right angles from station 10+12.17 of said baseline and (5) N 1° 38 32" W 21± feet to the point or place of beginning.
Containing 611 square feet of land more or less.

The above mentioned survey baseline is a portion of the 2012 survey baseline for the rehabilitation of bridges P017X and L-43 over Wappingers Creek, as shown on a map and plan on file in the office of Dutchess County Department of Public Works and described as follows:

Beginning at station 0+00.00; thence N 28° 45' 51" W 725.41 feet to station 7+25.41; thence N 31° 38' 51" W 204.80 feet to station 9+30.21; thence N 42° 43' 28" W 221.32 feet to station 11+51.53; thence N 34° 47' 44" W 586.34 feet to station 17+37.76.

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

Date Dec 15 2014

Noel H.S. Knille, AIA, ASLA
Commissioner of Public Works

Recommended by:

Date 12/14 2014

Robert H. Bolkind, P.E.
Deputy Commissioner of Public Works

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

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

Date May 23 2014

STEVEN J. ALEX Land Surveyor
P.L.S. License No. 050016
THE CHAZEN COMPANIES
21 FOX ST. POUGHKEEPSIE, NY

STATE OF NEW YORK
STEVEN JAY ALEX
050016
LICENSED LAND SURVEYOR

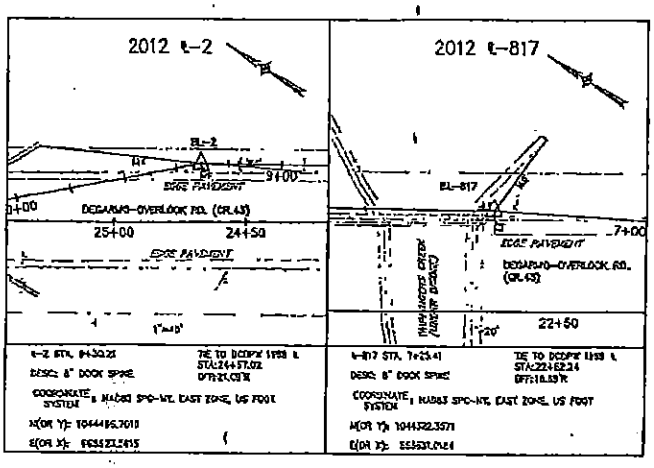
MAP NUMBER 9
REVISED DATE
DATE PREPARED 05-23-2014

PREPARED BY AJF CHECKED BY WB FINAL CHECK BY SJA

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 10
PARCEL NO. 10
SHEET 1 OF 2

DEGARMO RD (CR-43) REHABILTATION OF BRIDGES P017X & L-43 OVER WAPPINGERS CREEK



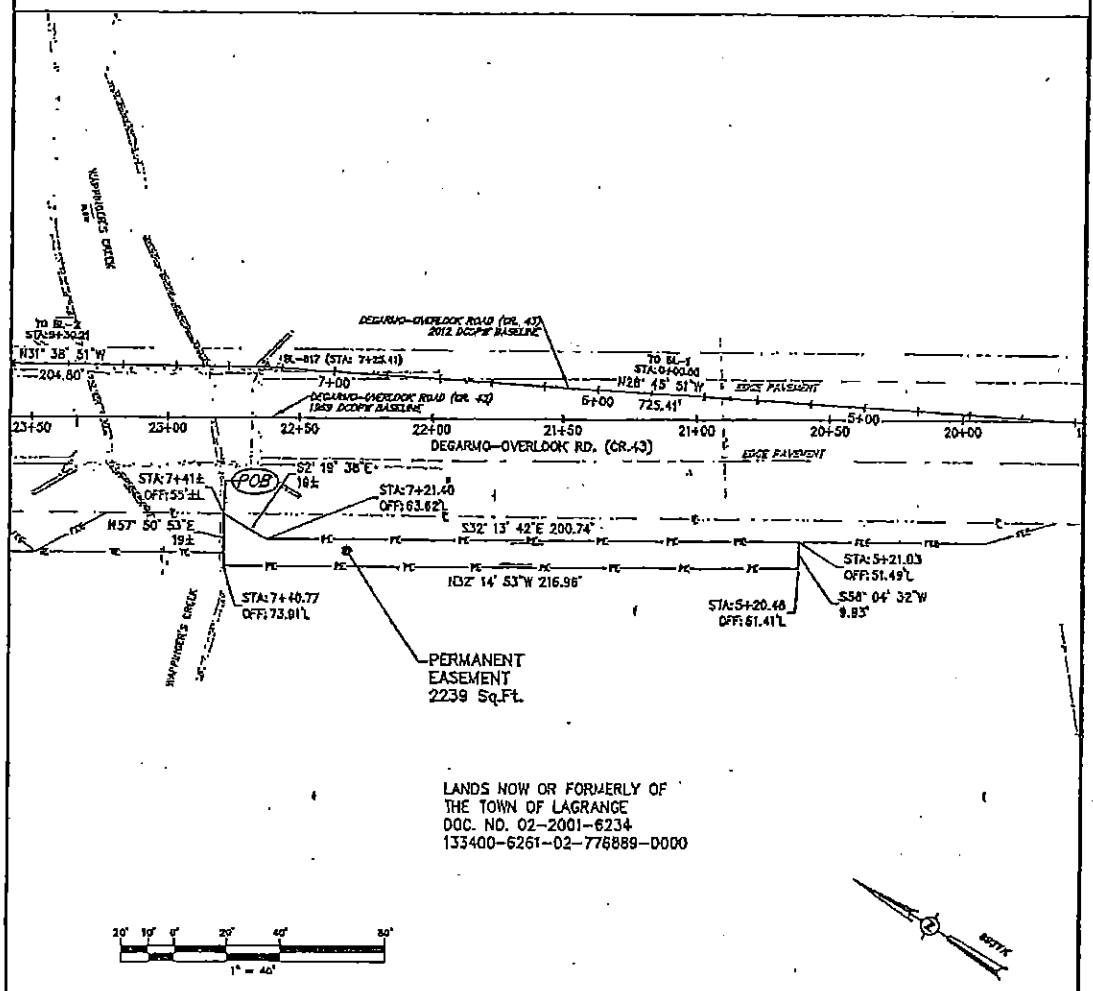
ACQUISITION DESCRIPTION:

Permanent Easement
Portion of Real Property Tax
Parcel ID No. 133400-6261-02-776889-0000

Town of LaGrange
County of Dutchess
State of New York

REPUTED OWNER:

Town of LaGrange
120 Stringham Rd
Lagrangeville NY 12540



ORIGINAL OF THIS MAP (SHEETS 1 & 2) ARE ON FILE AT THE OFFICES OF THE DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 10
REVISED DATE
DATE PREPARED 05-23-2014

PREPARED BY JB CHECKED BY MB FINAL CHECK BY SJA

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 10
PARCEL NO. 10
SHEET 2 OF 2

DEGARMO RD (CR-43) REHIBILTATION OF BRIDGES P017X & L-43 OVER WAPPINGERS CREEK

PERMANENT EASEMENT

A permanent easement to be exercised in, on and over the property above delineated and hereinafter described for the purpose of construction access, grading, installation and future maintenance of drainage structures and ditches, tree removal, debris clearing and slopes in and to all that piece parcel of property designated as Parcel No. 10, situate in the Town of LaGrange, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point on the westerly boundary of the existing Dutchess County Rt. 43 (Degarmo-Overlook Rd.), said point being 55± feet distant westerly, measured at right angles from station 7+41± of the hereinafter described survey baseline for the reconstruction of bridges P017X and L-43, said point 'also' being the northeasterly corner of the herein described Permanent Easement; thence through the lands of the Town of LaGrange the following five (5) courses and distances; (1) S 2° 19' 38" E 19± feet to a point 63.62 feet distant westerly, measured at right angles from station 7+21.40 of said baseline, (2) S 32° 13' 42" E 200.74 feet to a point 51.49 feet distant westerly, measured at right angles from station 5+21.03 of said baseline, (3) S 58° 04' 32" W 9.93 feet to a point 61.41 feet distant westerly, measured at right angles from station 5+20.48 of said baseline, (4) N 32° 14' 53" W 216.96 feet to a point 73.91 feet distant westerly, measured at right angles from station 7+40.77 of said baseline and (5) N 57° 50' 53" W 19± feet to the point or place of beginning.

Containing 2,239 square feet of land more or less.

The above mentioned survey baseline is a portion of the 2012 survey baseline for the rehabilitation of bridges P017X and L-43 over Wappingers Creek, as shown on a map and plan on file in the office of Dutchess County Department of Public Works and described as follows:

Beginning at station 0+00.00; thence N 28° 45' 51" W 725.41 feet to station 7+25.41; thence N 31° 38' 51" W 204.80 feet to station 9+30.21; thence N 42° 43' 28" W 221.32 feet to station 11+51.53; thence N 34° 47' 44" W 586.34 feet to station 17+37.76.

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

Date Dec 15 2014

Noel H.S. Knille, AIA, ASLA
Commissioner of Public Works

Recommended by:

Date 12/4 2014

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

STATE OF NEW YORK
STEVEN JAY ALEX
050016
LICENSED LAND SURVEYOR

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

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

Date May 23 2014

STEVEN J. ALEX Land Surveyor
P.L.S. License No. 050016
THE CHAZEN COMPANIES
21 FOX ST. POUGHKEEPSIE, NY

MAP NUMBER 10
REVISED DATE
DATE PREPARED 05-23-2014

PREPARED BY A.F CHECKED BY J/B FINAL CHECK BY SJA

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	absent	
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

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

Absent: 2 **Motion:** ___ **Abstentions:** 0

Vacant: 0

2015008 AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE TOWN OF LAGRANGE FOR THE PROJECT IDENTIFIED AS DEGARMO ROAD (CR 43) REHABILITATION OF BRIDGES PO-17X & L-43 OVER WAPPINGERS CREEK, TOWN OF LAGRANGE

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015008 AUTHORIZING INTERMUNICIPAL AGREEMENT WITH THE TOWN OF LAGRANGE FOR THE PROJECT IDENTIFIED AS DEGARMO ROAD (CR 43) REHABILITATION OF BRIDGES PO-17X & L-43 OVER WAPPINGERS CREEK, TOWN OF LAGRANGE

January 22, 2015

RESOLUTION NO. 2015009

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM GERMANIA OF POUGHKEEPSIE INC. FOR THE PROJECT IDENTIFIED AS DEGARMO ROAD (CR 43) REHABILITATION OF BRIDGES PO-17X & L-43 OVER WAPPINGERS CREEK

Legislators HUTCHINGS, BORCHERT, SAGLIANO, AMPARO, and FARLEY offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the rehabilitation of Bridges PO-17X and L-43 over the Wappingers Creek which project includes the acquisition of portions of certain properties, and

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

WHEREAS, the Department of Public Works has made a determination that in order to improve said road, it is necessary to acquire in fee a portion of property presently owned by Germania of Poughkeepsie INC, and

WHEREAS, the acquisition in fee is a portion of parcel number134689-6261-02-730940-0000, described as 527± square feet more or less as shown on Map No. 4, Parcel No. 4, copy is annexed hereto, and

WHEREAS, the Agreement to Purchase Real Property (Fee Acquisition) for the necessary real property is attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of $253.00 plus up to $1,000.00 for related expenses and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

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

RESOLVED, that on the submission by the property owner of deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of $253.00 for Fee Acquisition in accordance with the agreement to purchase, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

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

CA-09-15
CAB/ca/kvh
R-0941-D
12/31/14
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 1,253

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):
H0451.5120.3009

Related Expenses: Amount $ 1,000

Nature/Reason:
Anticipated Administrative Costs and Fees..

Anticipated Savings to County:

Net County Cost (this year): $1,253
Over Five Years:

Additional Comments/Explanation:
This fiscal impact statement pertains to the accompanying resolution request for authorization to acquire in fee a 527+/- Square Foot parcel for a consideration of $253 from Germania of Poughkeepsie INC. identified on Map 4, Parcel 4, in connection with the project identified as Degarmo Road (CR 43) Rehabilitation of Bridges PO-17X & L-43 Over Wappinger's Creek.

Related expenses in the amout of $1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis EX. 2929

Out.pdf

AGREEMENT TO PURCHASE REAL PROPERTY
(FEE ACQUISITION)

Project: DEGARMO ROAD (CR 43) REHABILITATION OF BRIDGES PO-17X & L-43 OVER WAPPINGER'S CREEK

Project No.: DC Map: 4 Parcel: 4

This Agreement by and between GERMANIA OF POUGHKEEPSIE INC., hereinafter referred to as the "Grantor", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Grantee", pertains to that portion of real property interest required for public right of way purposes only.

1. PROPERTY DESCRIPTION. The Grantor agrees to sell, grant, convey all right, title and interest to a 527± Square Foot parcel located on the west side of CR 43, Degarmo Road, in the Town of Poughkeepsie, Dutchess County, New York, further described as:

   Being a portion of those same lands with the address 51 Old Degarmo Road (re. Tax Map No. 134689-6261-02-730940-0000 and being the same lands designated as Map 4, Parcel 4 on exhibit "A" attached hereto.

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this agreement: None

3. PURCHASE PRICE. The total purchase price is TWO HUNDRED FIFTY THREE dollars ($253.00). This price includes the acquisition of the above real property as described in paragraph 1, and the improvements described in paragraph 2, if any.

4. PAYMENT. All by check at closing.

5. CLOSING DATE AND PLACE. Transfer of title shall place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about December 1, 2014.

6. TITLE DOCUMENTS. The Grantee shall provide the following documents in connection with the sale:
   A. Closing Documents. The Grantee will prepare and deliver to the Grantor for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
   B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. The Grantee will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. The Grantee will pay for and furnish to the Grantor an acquisition map.
   C. The Grantee will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.

7. MARKETABILITY OF TITLE. The parties shall work together to cure any title issues as deemed necessary by the Grantee, to insure good and valid marketable title in connection with this fee acquisition. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Grantor shall be responsible for the cost to satisfy liens and encumbrances identified by the Grantee. The Grantee shall be responsible for the reimbursement to the Grantor of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.

8. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Grantee will pay all the recording fees and the real property transfer tax. The following as applicable and deemed appropriate Grantee, will be prorated and adjusted between the Grantor and the Grantee as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties, rent payments, current common charges or assessments.

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

10. ENTIRE AGREEMENT. This agreement outlines the complete understanding of the Grantor and Grantee pertaining to this acquisition. No verbal agreements or promises will be binding.

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

12. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this fee acquisition, including but not limited to the following: This fee acquisition is being exercised for the purpose of work area in connection with grading of side slopes to meet the existing ground, turf establishment and placement of temporary erosion and sediment control and for the future maintenance and repair of the bridge and surrounding creek channel and embankments.

IN WITNESS WHEREOF, on this _____ day of _____ 2014, the parties have entered into this Agreement.

Grantor:
Representative:

By: Carol Ann Fischer

CAROL ANN FISCHER
Printed Name

PRESIDENT
Title

Witness: _____
STEPHEN J. REN

County of Dutchess:

Grantee: _____
William F.X. O'Neil
Deputy County Executive

Witness: _____

Approved as to Form:

_____
Carol A. Bogle
Chief Asst. County Attorney

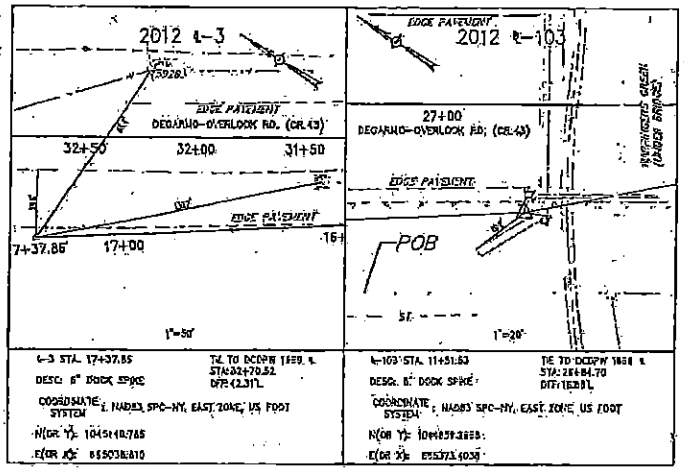
Approved as to Content:

_____
Robert H. Balkind, P.E.
Deputy Commissioner

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 4
PARCEL NO. 4
SHEET 1 OF 2

DEGARMO RD. (CR-43) REHABILITATION OF BRIDGES P017X & L-43 OVER WAPPINGERS CREEK



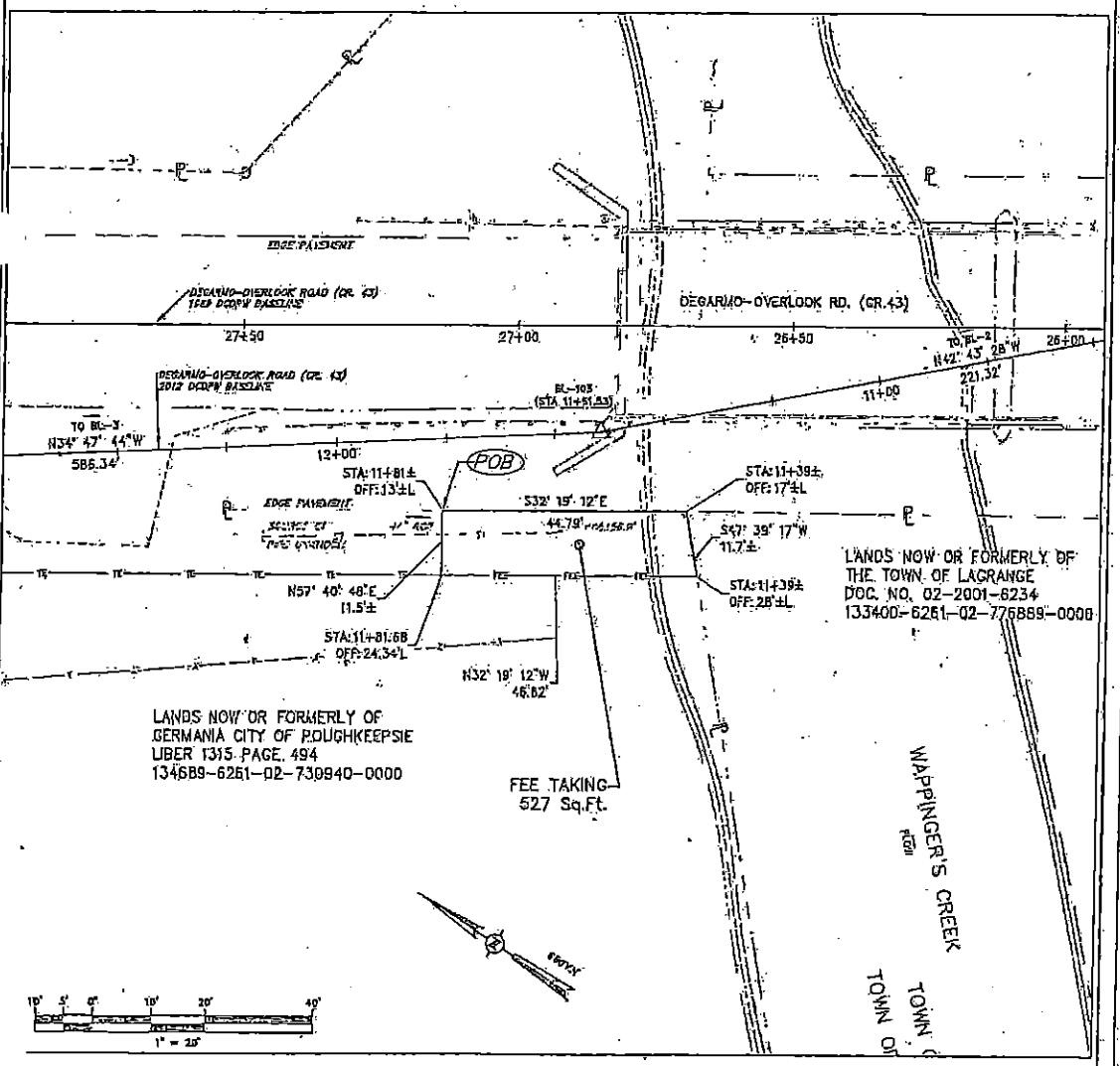
ACQUISITION DESCRIPTION:

Fee Aquisition
Portion of Real Property Tax
Parcel ID No. 134689-6261-02-730940-0000

Town of Poughkeepsie
County of Dutchess
State of New York

REPUTED OWNER:

Germania of the City of Poughkeepsie
37 Old Degarmo Rd.
Poughkeepsie NY 12603



ORIGINAL OF DES MAP (SHEETS 1 & 2) ARE ON FILE AT THE OFFICES OF THE DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 4
REVISED DATE
DATE PREPARED: 03-13-2014

PREPARED BY AF CHECKED BY UB FINAL CHECK BY SJA

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 4
PARCEL NO. 4
SHEET 2 OF 2

DEGARMO RD (CR-43) REHIBILTATION OF BRIDGES P017X & L-43 OVER WAPPINGERS CREEK

A fee aquisistion to be exercised in, on and over the property above delineated and hereinafter described for the purpose of construction access, grading, installation and fututre maintenance of stone slope protection, drainage structures and steel sheet piling, and slopes in and to all that piece parcel of property designated as Parcel No. 4, situate in the Town of Poughkeepsie, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

BEGINNING at a point on the westerly boundary of the existing right of way of Dutchess County Rt. 43 (Degarmo –Overlook Rd.) said point being 12.85 feet distant westerly, measured at right angles from station 11+81.19 of the herein described survey baseline for the reconstruction of bridges P017X and L-43, said point being the northeasterly corner of the herein described fee acquisition, thence southerly along the westerly highway bounds to a point on the edge of the Wappingers Creek; S 32° 19' 12" E 44.79 feet to a point 16.72 feet distant westerly, measured at right angles from station 11+38.63 of said baseline, thence westerly along the edge of the creek, S 47° 39' 17" W 11.68 feet to a point 28.40 feet distant westerly, measured at right angles of station 11+38.70 of said baseline; thence through the lands of Germania City of Poughkeepsie; thence N 32° 12' 19" E 46.82 feet to a point being 24.34 feet distant westerly, measured at right angles of station 11+81.68 of said baseline and S 57° 40' 48" W 11.50 feet to the point or place of beginning.

Containing 527 square feet of land more or less.

The above mentioned survey baseline is a portion of the 2012 survey baseline for the rehabilitation of bridges P017X and L-43 over Wappingers Creek, as shown on a map and plan on file in the office of Dutchess County Department of Public Works and described as follows:

Beginning at station 0+00.00; thence N 28° 45' 51" W 725.41 feet to station 7+25.41; thence N 31° 38' 51" W 204.80 feet to station 9+30.21; thence N 42° 43' 28" W 221.32 feet to station 11+51.53; thence N 34° 47' 44" W 586.34 feet to station 17+37.78.

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

Date 12/08 2014

Noel H.S. Knille, AIA, ASLA
Commissioner of Public Works

Recommended by:

Date 12/5 2014

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

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

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

Date May 23 2014

STATE OF NEW YORK
STEVEN JAY ALEX
050016
LICENSED LAND SURVEYOR

STEVEN J. ALEX Land Surveyor
P.L.S. License No: 050016
THE CHAZEN COMPANIES
21 FOX ST. POUGHKEEPSIE, NY

MAP NUMBER 4
REVISED DATE
DATE PREPARED XY-XY-2013

PREPARED BY AJF CHECKED BY UB FINAL CHECK BY SJA

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	absent	
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015009 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM GERMANIA OF POUGHKEEPSIE INC. FOR THE PROJECT INDENTIFIED AS DEGARMO ROAD (CR 43) REHABILITATION OF BRIDGES PO-17X & L-43 OVER WAPPINGERS CREEK

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015009 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM GERMANIA OF POUGHKEEPSIE INC. FOR THE PROJECT INDENTIFIED AS DEGARMO ROAD (CR 43) REHABILITATION OF BRIDGES PO-17X & L-43 OVER WAPPINGERS CREEK

January 22, 2015

Public Works & Capital Projects

RESOLUTION NO. 2015010

RE: AUTHORIZING CONDEMNATION PROCEEDING FOR A TEMPORARY EASEMENT OF REAL PROPERTY OWNED BY DOUGLAS F. LONDAL AND KRISTIN E. LONDAL FOR THE REPLACEMENT OF BRIDGE D-32, RIDGE ROAD OVER COOPERSTOWN BROOK, TOWN OF DOVER (PIN 8757.37)

Legislators HUTCHINGS, MICCIO, and FARLEY offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the replacement of Bridge D-32, Ridge Road over Cooperstown Brook, Town of Dover, which project (PIN#8757.37) includes the acquisition of portions of certain properties, and

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

WHEREAS, it has been determined that a portion of property owned by Douglas F. Londal and Kristin E. Londal is necessary to advance the replacement of Bridge D-32, Ridge Road over Cooperstown Brook, Town of Dover under a Federal Aid Project, and

WHEREAS, the property to be acquired is a temporary easement of a 2,215.05± square foot (0.051± acre) located on Ridge Road in the Town of Dover as shown on Dutchess County Acquisition Map No. 1, Parcel No. 1 (temporary easement), portion of Tax Grid No. 132600-6961-00-718736-0000 for the purpose of grading and shaping the Londal's driveway to meet the proposed edge of Ridge Road, and

WHEREAS, the property owners have refused to grant a temporary easement to allow the Department of Public Works to do the work described in the previous paragraph, and

WHEREAS, the New York State Department of Transportation has advised the Department of Public Works that it must seek authorization from this Legislature to begin Eminent Domain Proceedings to acquire temporary easement in a portion of property owned by Douglas F. Londal and Kristin E. Londal for a consideration of $155.00, and

WHEREAS, it is now necessary for this Legislature to authorize the commencement of proceedings pursuant to the Eminent Domain Procedure Law for the acquisition of a temporary easement as follows:

Name	Map No./Parcel No.		Type	Square Feet	Proffered Amount
Douglas F. Londal and Kristin E. Londal	1	1	Temp. Easement	2,215.05±	$155

now, therefore, be it

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and he hereby is authorized and empowered to commence proceedings pursuant to the Eminent Domain Procedure Law for the temporary easement on the above property in furtherance of the replacement of Bridge D-32, Ridge Road over Cooperstown Brook, Town of Dover, Dutchess County, New York.

CA-18-15
CAB/ca/R-0944-A
1/5/15
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 1,155

Total Current Year Revenue and Source $ 1,097

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

Identify Line Items(s):

H 0289.5120.3450.213

Related Expenses: Amount $ 1,000

Nature/Reason:

Anticipated Administrative Costs and Fees.

Anticipated Savings to County: $1,097

Net County Cost (this year): $58

Over Five Years:

Additional Comments/Explanation:

This fiscal impact statement pertains to the accompanying resolution request for authorization to commence Eminent Domain Proceedings to acquire a temporary easement to a 2,215+/- square foot (0.051+/- acres) parcel for a consideration of $155.00 from Douglas F. Londal and Kristin E. Londal, identified on Map 1, Parcel 1 in connection to the project identified as PIN 8757.37 Bridge D-32, Ridge Road Over Cooperstown Brook, Town of Dover.

Related expenses in the amount of $1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis EX. 2929

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

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

REPLACEMENT OF BRIDGE D-32 PIN 8757.37

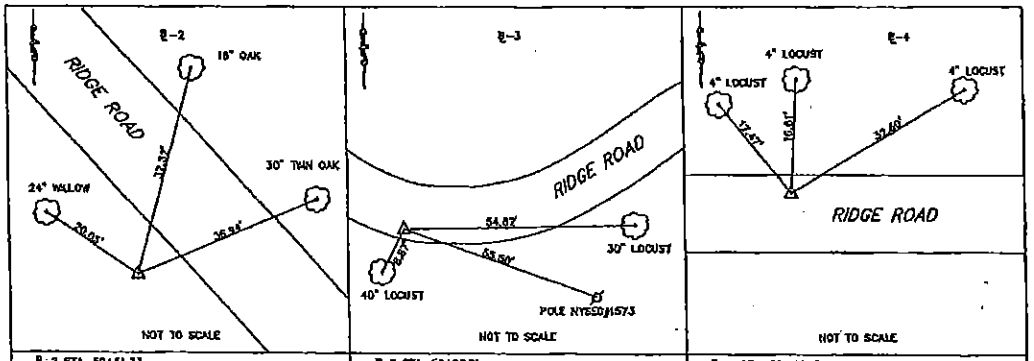
ACQUISITION DESCRIPTION:

Type: T.E.
Portion of Real Property Tax
Parcel ID No. 132600-6961-00-718736-0000

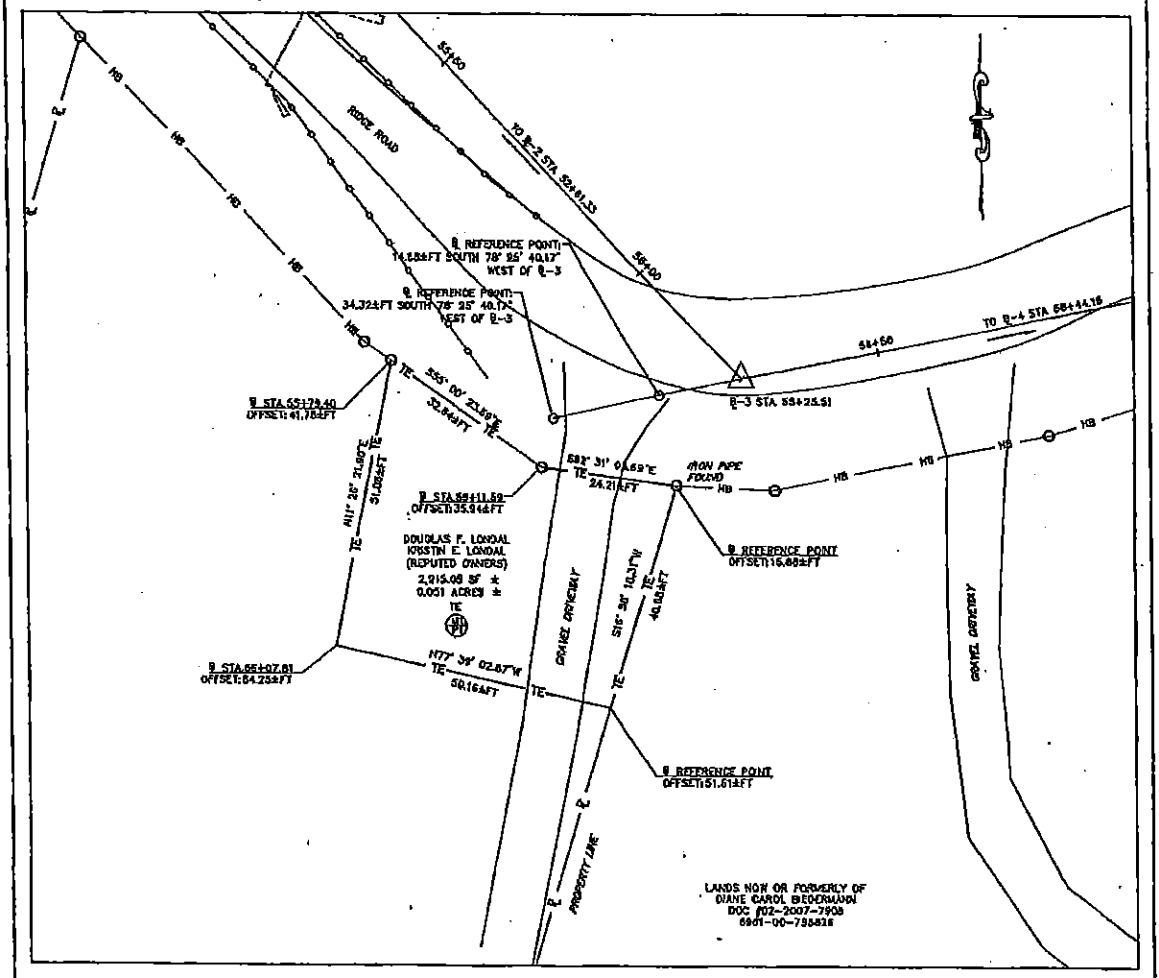
Town of Dover
County of Dutchess
State of New York

REPUTED OWNER:

Douglas Londal
Ridge Road
Dover Plains, NY 12522



℄-2	℄-3	℄-4
℄-2 STA. 52+51.33	℄-3 STA. 56+25.51	℄-4 STA. 58+44.15
DESC: SPIKE DRIVEN IN SHOULDER	DESC: PK NAIL DRIVEN INTO PAVEMENT	DESC: PK NAIL DRIVEN IN PAVEMENT
COORDINATE SYSTEM NAD83 SPC-NY, EAST ZONE, U.S. FOOT	COORDINATE SYSTEM NAD83 SPC-NY, EAST ZONE, U.S. FOOT	COORDINATE SYSTEM NAD83 SPC-NY, EAST ZONE, U.S. FOOT
N:1043992.4385	N:1043733.8387	N:1043777.6973
E:735509.1206	E:735565.5451	E:735779.7383



ORIGINAL OF THIS MAP (SHEETS 1 & 2) ARE ON FILE AT THE OFFICES OF THE DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

10' 5' 0' 10' 20' 40'
1" = 20'

MAP NUMBER 1
REVISED DATE
DATE PREPARED 10-29-2012

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

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

REPLACEMENT OF BRIDGE D-32 PIN 8757.37

MAP OF PROPERTY WHICH THE COMMISSIONER OF PUBLIC WORKS DEEMS NECESSARY TO BE ACQUIRED BY APPROPRIATION IN THE NAME OF THE PEOPLE OF THE COUNTY OF DUTCHESS IN TEMPORARY EASEMENT FOR THE PURPOSES CONNECTED WITH THE HIGHWAY SYSTEM OF THE COUNTY OF DUTCHESS, PURSUANT TO SECTION 118 OF THE HIGHWAY LAW AND EMINENT DOMAIN PROCEDURE LAW.

PARCEL NO. 1 A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF GRADING AND SHAPING A DRIVEWAY TO MEET THE PROPOSED EDGE OF RIDGE ROAD, FOR THE REPLACEMENT OF BRIDGE D-32, RIDGE ROAD OVER COOPERTOWN BROOK PROJECT, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF RIDGE ROAD, WHERE THE SAME IS INTERSECTED BY THE DIVISION LINE OF LANDS OF DOUGLAS F. LONDAL AND KRISTEN E. LONDAL (REPUTED OWNERS) TO THE WEST AND OF LANDS OF DIANE CAROL BIEDERMANN (REPUTED OWNER) TO THE EAST, SAID POINT BEING DISTANT 15.88 +/- FEET MEASURED AT RIGHT ANGLES FROM A REFERENCE POINT BEING 14.88 +/- FEET SOUTH 78° 25' 40.17" WEST OF BASELINE POINT BL-3 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REPLACEMENT OF BRIDGE D-32, RIDGE ROAD OVER COOPERTOWN BROOK PROJECT; THENCE ALONG SAID DIVISION LINE SOUTH 16° 58' 16.31" WEST A DISTANCE OF 40.68 +/- FEET TO A POINT, SAID POINT BEING DISTANT 51.61 +/- FEET MEASURED AT RIGHT ANGLES FROM A REFERENCE POINT BEING 34.32 +/- FEET SOUTH 78° 25' 40.17" WEST OF SAID BASELINE POINT BL-3; THENCE THROUGH LANDS OF DOUGLAS F. LONDAL AND KRISTEN E. LONDAL (REPUTED OWNERS) NORTH 77° 39' 02.87" WEST A DISTANCE OF 50.16 +/- FEET TO A POINT, SAID POINT BEING DISTANT 84.25 +/- FEET MEASURED AT RIGHT ANGLES FROM STATION 56+07.81 +/- OF SAID BASELINE; THENCE CONTINUING THROUGH LANDS OF DOUGLAS F. LONDAL AND KRISTEN E. LONDAL (REPUTED OWNERS) NORTH 11° 26'21.90" EAST A DISTANCE OF 51.06 +/- FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF RIDGE ROAD, SAID POINT BEING DISTANT 41.78 +/- FEET MEASURED AT RIGHT ANGLES FROM STATION 55+79.40 +/- OF SAID BASELINE; THENCE ALONG SAID BOUNDARY SOUTH 55° 00' 23" EAST A DISTANCE OF 32.64 +/- FEET TO A POINT, SAID POINT BEING DISTANT 35.94 +/- FEET MEASURED AT RIGHT ANGLES FROM STATION 56+11.59 +/- OF SAID BASELINE; THENCE CONTINUING ALONG SAID BOUNDARY SOUTH 82° 31'03.69" EAST A DISTANCE OF 24.21 +/- FEET TO THE POINT OF BEGINNING, SAID PARCEL BEING 2,215.05 +/- SQUARE FEET (0.051 +/- ACRES) MORE OR LESS.

THE SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE REPLACEMENT OF BRIDGE D-32 PROJECT, AS SHOWN ON THE MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 52+61.33 THENCE SOUTH 44° 45' 29.60" EAST TO STATION 56+25.51, THENCE NORTH 78° 25'40.71" EAST TO STATION 58+44.15; ALL BEARINGS REFERRED TO GRID NORTH NEW YORK STATE PLANE EAST ZONE.

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

Date _____ 20___

_____

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

Recommended by:

Date _____ 20___

_____

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

MAP NUMBER 1
REVISED DATE
DATE PREPARED 10-29-2012

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

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

Date [illegible] 2012

STATE OF NEW YORK
STEVEN J. ALEX
LICENSED LAND SURVEYOR

_____

STEVEN J. ALEX, Land Surveyor
P.L.S. License No. [illegible]

THE CHAZEN COMPANIES
21 FOX STREET
POUGHKEEPSIE, NY 12601

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	absent	
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

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

Absent: 2 **Motion:** ___ **Abstentions:** 0

Vacant: 0

2015010 AUTHORIZING CONDEMNATION PROCEEDING FOR A TEMPORARY EASEMENT OF REAL PROPERTY OWNED BY DOUGLAS F. LONDAL AND KRISTIN E. LONDAL FOR THE REPLACEMENT OF BRIDGE D-32, RIDGE ROAD OVER COOPERSTOWN BROOK, TOWN OF DOVER (PIN 8757.37)

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015010 AUTHORIZING CONDEMNATION PROCEEDING FOR A TEMPORARY EASEMENT OF REAL PROPERTY OWNED BY DOUGLAS F. LONDAL AND KRISTIN E. LONDAL FOR THE REPLACEMENT OF BRIDGE D-32, RIDGE ROAD OVER COOPERSTOWN BROOK, TOWN OF DOVER (PIN 8757.37)

January 22, 2015

Public Works & Capital Projects

RESOLUTION NO. 2015011

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM ELIZABETH J. RICKETT FOR RECONSTURCTION OF BRIDGE PV-15 (BIN 3343580), CR 72 (NORTH AVENUE) OVER GREAT SPRING CREEK IN THE TOWN OF PLEASANT VALLEY

Legislators MICCIO, SAGLIANO, FARLEY, and KELSEY offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the reconstruction of Bridge PV-15(BIN 3343580), CR 72 (North Avenue) over Great Spring Creek, in the Town of Pleasant Valley, Dutchess County, which project includes the acquisition of portions of certain properties, and

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

WHEREAS, the Department of Public Works has made a determination that in order to improve said road, it is necessary to acquire in fee portions of property presently owned by Elizabeth J. Rickett, and

WHEREAS, the acquisitions in fee are portions of parcel number134400-6363-02-824996-0000 described as: (a) 7,611.1± square feet more or less and (b) 2,883.7± square feet more or less as shown on Map No. 3, Parcel Nos. 1 and 2, copy is annexed hereto, and

WHEREAS, the Agreement to Purchase Real Property (Fee Acquisition) for the necessary real property is attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of $4,300.00 plus up to $1,000.00 for related expenses and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

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

RESOLVED, that on the submission by the property owner of deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of $4,300.00 for Fee Acquisitions in accordance with the agreement to purchase, that the County reimburse

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

CA-017-15
CAB/ca/kvh
R-0942-A
1/05/15
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

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 $ 5,300

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):
H0451.5120.3009

Related Expenses: Amount $ 1,000

Nature/Reason:
Anticipated Administrative Costs and Fees.

Anticipated Savings to County: _____

Net County Cost (this year): $5,300
Over Five Years: _____

Additional Comments/Explanation:
This fiscal impact statement pertains to the accompanying resolution request for authorization to acquire in fee, a 2,883.7 +/- Square Foot parcel and authorization to acquire in fee, a 7,611.1+/- Square Foot parcel for a consideration of $4,300.00, from Elizabeth J. Rickett identified on Map 3, Parcels 1 & 2 in connection with the project identified as Reconstruction of Bridge PV-15 (BIN 3343580), County Route 72 (North Avenue) Over Great Spring Creek, Town of Pleasant Valley, Dutchess County

Related expenses in the amout of $1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis EX. 2929

AGREEMENT TO PURCHASE REAL PROPERTY
(FEE ACQUISITION)

Project: RECONSTRUCTION OF BRIDGE PV-15 (BIN 3343580)
COUNTY ROUTE 72 (NORTH AVENUE) OVER GREAT SPRING CREEK
TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY

Project No.: DC Map: 3 Parcels: 1 & 2

This Agreement by and between Elizabeth J. Rickett, hereinafter referred to as the "Grantor", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Grantee", pertains to that portion of real property interest required for public right of way purposes only.

1. PROPERTY DESCRIPTION. The Grantor agrees to sell, grant, convey all right, title and interest to the following real property: a 2,883.7± Square Foot parcel (Parcel 1) and a 7,611.1+/- Square Foot parcel (Parcel 2) located on the east side of CR 72, North Avenue, Town of Pleasant Valley, Dutchess County, New York, further described as:

   Being a portion of those same lands described in a deed filed in the Office of the County Clerk for Dutchess County, New York, as document number 02 1998 2573, Liber 2007, Page 696 with the address 2 Sherow Road (re. Tax Map No. 134400-6363-02-824996-0000 and being the same lands designated as Map 3, Parcels 1 & 2, on exhibit "A" attached hereto.

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this agreement: None

3. PURCHASE PRICE. The total purchase price for these parcels is FOUR THOUSAND THREE HUNDRED ($4,300.00). This price includes the acquisition of the above real property as described in paragraph 1, and the improvements described in paragraph 2, if any.

4. PAYMENT. All by check at closing.

5. CLOSING DATE AND PLACE. Transfer of title shall place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about February 22, 2015.

6. TITLE DOCUMENTS. The Grantee shall provide the following documents in connection with the sale:
   A. Closing Documents. The Grantee will prepare and deliver to the Grantor for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
   B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. The Grantee will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. The Grantee will pay for and furnish to the Grantor an acquisition map.
   C. The Grantee will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.

7. MARKETABILITY OF TITLE. The parties shall work together to cure any title issues as deemed necessary by the Grantee, to insure good and valid marketable title in connection with this acquisition. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Grantor shall be responsible for the cost to satisfy liens and encumbrances identified by the Grantee. The Grantee shall be responsible for the reimbursement to the Grantor of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.

8. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Grantee will pay all the recording fees and the real property transfer tax. The following as applicable and deemed appropriate Grantee, will be prorated and adjusted between the Grantor and the Grantee as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties, rent payments, current common charges or assessments.

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

10. ENTIRE AGREEMENT. This agreement outlines the complete understanding of the Grantor and Grantee pertaining to this acquisition. No verbal agreements or promises will be binding.

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

12. PROJECT DESCRIPTION. The following improvements will occur within these fee acquisitions, including, but not limited to the following: The reconstruction of a section of CR 73 (Sherow Road) and the creation of wetlands.

IN WITNESS WHEREOF, on this _____ day of _____ 2015, the parties have entered into this Agreement.

Grantor:
Representative:

By: Elizabeth J Pickett

Elizabeth J. Pickett
Printed Name

Owner
Title

Witness: Matthew W Davis

County of Dutchess:

Grantee: _____
William F.X. O'Neil
Deputy County Executive

Witness: _____

Approved as to Form:

_____
Carol A. Bogle
Chief Asst. County Attorney

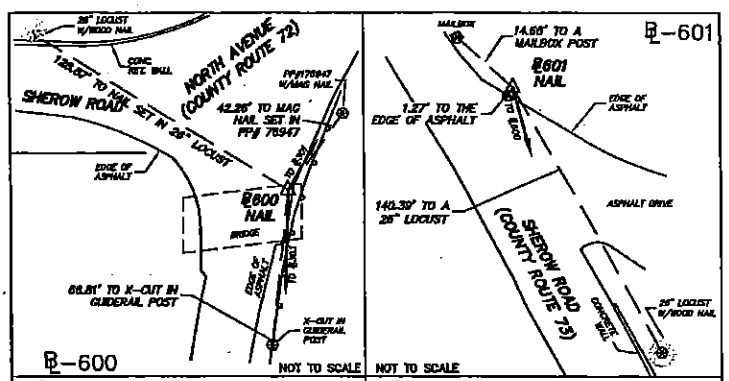
Approved as to Content:

_____
Robert H. Balkind, P.E.
Deputy Commissioner

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

RECONSTRUCTION OF COUNTY BRIDGE PV-15

MAP NO. 3
PARCEL NO. 1 & 2
SHEET 1 OF 2



BL-600 STA. 7+13.05
DESC: MAG NAIL SET IN THE EAST SHOULDER OF DUTCHESS COUNTY HIGHWAY 72.
COORDINATE: NAD83 SPC-NY, EAST ZONE, US FOOT SYSTEM
N: 1065489.837
E: 676549.391

BL-601 STA. 2+63.18
DESC: MAG NAIL SET IN THE EAST SHOULDER OF DUTCHESS COUNTY HIGHWAY 73.
COORDINATE: NAD83 SPC-NY, EAST ZONE, US FOOT SYSTEM
N: 1065548.9850'
E: 676297.7750'

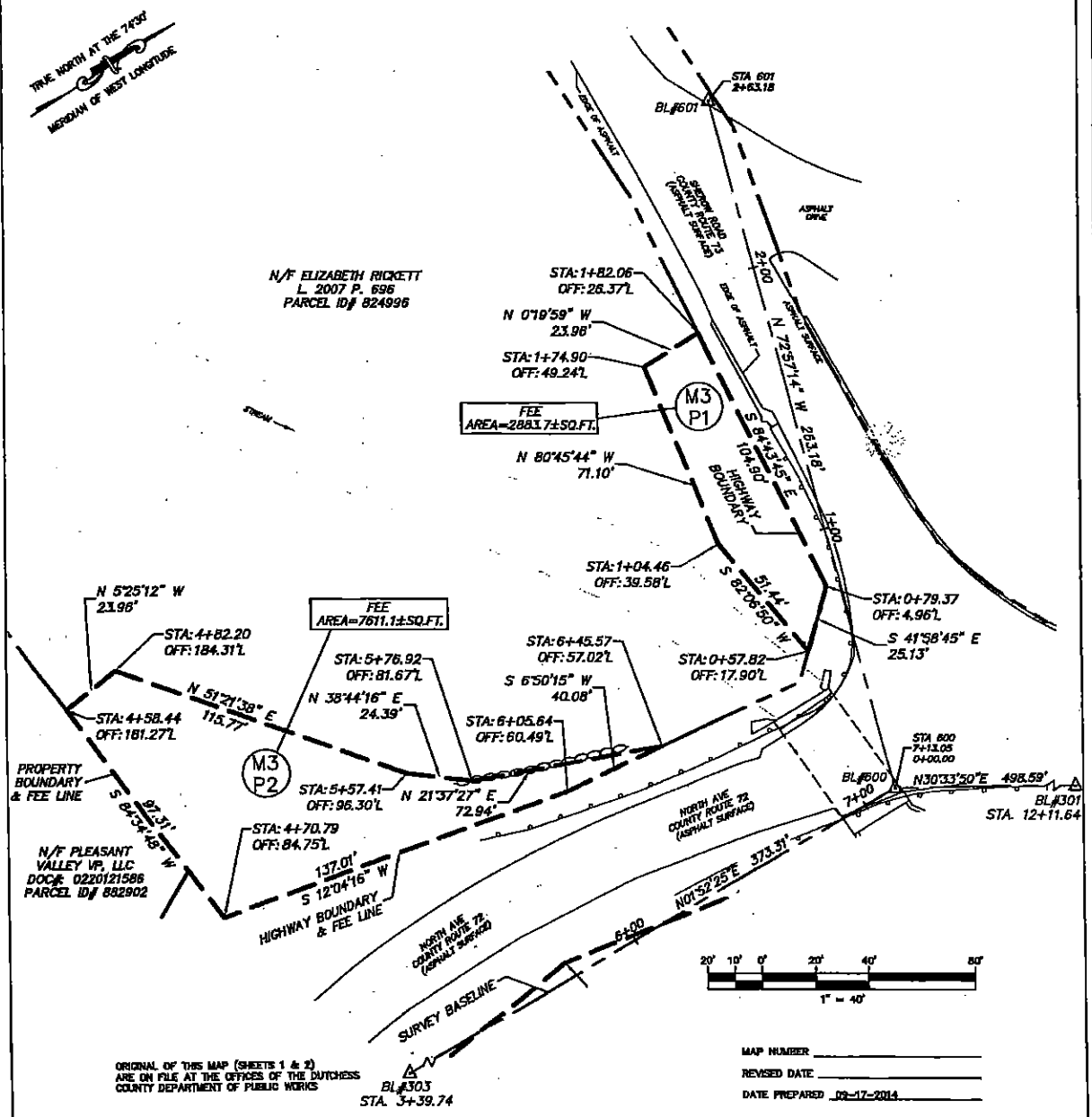
ACQUISITION DESCRIPTION:

Type: FEE
Portion of Real Property Tax
Parcel ID No. 134400-6363-02-824996

Town of Pleasant Valley
County of Dutchess
State of New York

REPUTED OWNER:

Elizabeth J. Rickett
2 Sherow Road
Pleasant Valley, NY 12569



ORIGINAL OF THIS MAP (SHEETS 1 & 2) ARE ON FILE AT THE OFFICES OF THE DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED 09-17-2014

PREPARED BY MWW CHECKED BY DPS FINAL CHECK BY MRD

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

RECONSTRUCTION OF COUNTY BRIDGE PV-15

MAP NO. 3
PARCEL NO. 1 & 2
SHEET 2 OF 2

PARCEL NO.1

All that certain piece or parcel of land situate in the Town of Pleasant Valley, County of Dutchess and State of New York being more particularly bounded and described as follows:

Beginning at a point on the westerly boundary line of North Avenue; County Route 72 said point being 17.90 feet distant westerly measured at right angles from station 0+57.82 of the hereinafter described survey baseline for Reconstruction of County Bridge PV-15; thence through the property of Elizabeth J. Rickett the following three (3) courses and distances: 1) South 82° – 06'– 50" West, 51.44 feet to a point 39.58 feet distant weaterly measured at right angles from station 1+04.46 of said baseline; 2) North 80° – 45'– 44" West, 71.10 feet to a point 49.24 feet distant westerly measured at right angles from station 1+74.90 of said baseline; 3) North 0° – 19'– 59" West, 23.96 to a point located in the southerly boundary line of Sherow Road; County Route 73; said point being 26.37 feet distant westerly measured at right angles from station 1+82.06 of said baseline; thence along said southerly boundary line of Sherow Road; County Route 73 the following two (2) courses and distances: 1) South 84° – 43'– 45" East, 104.90 feet to a point 4.96 feet distant westerly measured at right angles from station 0+79.37 of said baseline; 2) South 41° – 58'– 45" East, 25.13 feet to a point of beginning; being 2,883.7 square feet more or less.

The above mentioned survey baseline is a portion of the 2013 survey baseline for the Reconstruction of County Bridge PV-15 as shown on the map and described as follows:

Beginning at station 7+13.05 / 0+00; thence North 72° – 57'– 14" West to station 2+63.18.

All bearings referred to TRUE NORTH at the 74° – 30' MERIDIAN OF WEST LONGITUDE

PARCEL NO. 2

All that certain piece or parcel of land situate in the Town of Pleasant Valley, County of Dutchess and State of New York being more particularly bounded and described as follows:

Beginning at a point on the westerly boundary line of North Avenue; County Route 72 said point being 57.02 feet distant westerly measured at right angles from station 6+45.57 of the hereinafter described survey baseline for Reconstruction of County Bridge PV-15; thence along the westerly boundary line of North Avenue; County Route 72 the following two (2) courses and distances: 1) South 06° – 50'– 15" West, 40.08 feet to a point 60.49 feet distant westerly measured at right angles from station 6+05.64 of said baseline; 2) South 12° – 04'– 16" West, 137.01 feet to a point 84.75 feet distant westerly measured at right angles from station 4+70.79 of said baseline; thence along said westerly boundary line of North Avenue; County Route 72 and continuing along the division line between lands now or formerly of Valley VP, LLC to the south and Lands now or formerly of Rickett to the north South 84° – 34'– 48" West, 97.31 to a point 181.27 feet distant westerly measured at right angles from station 4+58.44 of said baseline; thence continuing through the lands of Rickett the following four (4) courses and distances: 1) North 05° – 25'– 12" West, 23.96 feet to a point 184.31 feet distant westerly measured at right angles from station 4+82.20 of said baseline; 2) North 51° – 21'– 38" East, 115.77 feet to a point 96.30 feet distant westerly measured at right angles from station 5+57.41 of said baseline; 3) North 38° – 44'– 16" East, 24.39 feet to a point 81.67 feet distant westerly measured at right angles from station 5+76.92 of said baseline; 4) North 21° – 37'– 27" East, 72.94 feet to a point of beginning; being 7611.1 square feet more or less.

The above mentioned survey baseline is a portion of the 2013 survey baseline for the Reconstruction of County Bridge PV-15 as shown on the map and described as follows:

Beginning at station 3+39.74; thence North 01° – 52'– 25" East to station 7+13.05.

All bearings referred to TRUE NORTH at the 74° – 30' MERIDIAN OF WEST LONGITUDE

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

Date 1-6 20 15

Noel H.S. Knille, AIA, ASLA
Commissioner of Public Works

Recommended by:

Date Jan 5 20 15

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

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

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

Date 12/29 20 14

Mark R. Delor, Land Surveyor
P.L.S. License No. 050478
Maser Consulting, P.A.
12 Metro Park Road, Ste. 102
Albany, NY 12205

MAP NUMBER
REVISED DATE
DATE PREPARED 02-17-14

PREPARED BY MMW CHECKED BY DPS FINAL CHECK BY MRD

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	absent	
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015011 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM ELIZABETH J. RICKETT FOR RECONSTRUCTION OF BRIDGE PV-15 (BIN 3343580), CR 72 (NORTH AVENUE) OVER GREAT SPRING CREEK IN THE TOWN OF PLEASANT VALLEY

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015011 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM ELIZABETH J. RICKETT FOR RECONSTRUCTION OF BRIDGE PV-15 (BIN 3343580), CR 72 (NORTH AVENUE) OVER GREAT SPRING CREEK IN THE TOWN OF PLEASANT VALLEY

January 22, 2015

Public Works & Capital Projects

RESOLUTION NO. 2015012

RE: AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM ADAM STERN FOR THE RECONSTRUCTION OF BRIDGE PV-15 (BIN 3343580) CR 72 (NORTH AVENUE) OVER GREAT SPRING CREEK, TOWN OF PLEASANT VALLEY

Legislators HUTCHINGS, MICCIO, SAGLIANO, and KELSEY offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the reconstruction of Bridge PV-15 (BIN 3343580) CR 72, North Avenue, over Great Spring Creek, in the Town of Pleasant Valley, which project includes the acquisition of portions of certain properties, and

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

WHEREAS, the Department of Public Works has made a determination that in order to reconstruct said bridge, it is necessary to acquire in fee a portion of property presently owned by Adam Stern, and

WHEREAS, the acquisition in fee is a portion of parcel number 133400-6364-02-948050-0000, described as a 36,405.1+/- square foot parcel more or less as shown on Map No. 2, Parcel No. 1, copy is annexed hereto, and

WHEREAS, the Agreement to Purchase Real Property (Fee Acquisition) for the necessary real property is attached hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, Fee Acquisition, be purchased for the sum of $14,800.00 plus up to $1,000.00 for related expenses and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

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

RESOLVED, that on the submission by the property owner of deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of $14,800.00 for Fee Acquisition in accordance with the agreement to purchase, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees, and be it further

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

CA-16-15
CAB/ca/R-0942-A
1/5/15
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

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 $ 15,800

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):
H0451.5120.3009

Related Expenses: Amount $ 1,000
Nature/Reason:
Anticipated Administrative Costs and Fees.

Anticipated Savings to County: _____

Net County Cost (this year): $15,800
Over Five Years: _____

Additional Comments/Explanation:
This fiscal impact statement pertains to the accompanying resolution request for authorization to acquire in fee a 36,405.1 +/- Square Foot parcel for a consideration of $14,800, from Adam Stern identified on Map 2, Parcel 1, in connection with the project identified as Reconstruction of Bridge PV-15 (BIN 3343580), County Route 72 (North Avenue) Over Great Spring Creek, Town of Pleasant Valley, Dutchess County

Related expenses in the amout of $1,000 are included in the Total Current Year Costs.

Prepared by: Matthew W. Davis EX. 2929

AGREEMENT TO PURCHASE REAL PROPERTY
(FEE ACQUISITION)

Project: RECONSTRUCTION OF BRIDGE PV-15 (BIN 3343580)
COUNTY ROUTE 72 (NORTH AVENUE) OVER GREAT SPRING CREEK
TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY

Project No.: DC Map: 2 Parcel: 1

This Agreement by and between Adam Stern, hereinafter referred to as the "Grantor", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Grantee", pertains to that portion of real property interest required for public right of way purposes only.

1. PROPERTY DESCRIPTION. The Grantor agrees to sell, grant, convey all right, title and interest to a 36,405.1± Square Foot parcel located on the east side of CR 72, North Avenue, Town of Pleasant Valley, Dutchess County, New York, further described as:

   Being a portion of those same lands described in a deed filed in the Office of the County Clerk for Dutchess County, New York, as document number 02 1995 6617, Liber 1968, Page 143, with the address 192 North Avenue (re. Tax Map No. 134400-6364-04-948050-0000 and being the same lands designated as Map 2, Parcel 1, on exhibit "A" attached hereto.

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this agreement: None

3. PURCHASE PRICE. The total purchase price for this parcel is FOURTEEN THOUSAND EIGHT HUNDRED ($14,800.00) This price includes the acquisition of the above real property as described in paragraph 1, and the improvements described in paragraph 2, if any.

4. PAYMENT. All by check at closing.

5. CLOSING DATE AND PLACE. Transfer of title shall place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about February 22, 2015.

6. TITLE DOCUMENTS. The Grantee shall provide the following documents in connection with the sale:
   A. Closing Documents. The Grantee will prepare and deliver to the Grantor for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
   B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. The Grantee will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. The Grantee will pay for and furnish to the Grantor an acquisition map.
   C. The Grantee will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.

7. MARKETABILITY OF TITLE. The parties shall work together to cure any title issues as deemed necessary by the Grantee, to insure good and valid marketable title in connection with this acquisition. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Grantor shall be responsible for the cost to satisfy liens and encumbrances identified by the Grantee. The Grantee shall be responsible for the reimbursement to the Grantor of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.

8. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Grantee will pay all the recording fees and the real property transfer tax. The following as applicable and deemed appropriate Grantee, will be prorated and adjusted between the Grantor and the Grantee as of the date of closing; current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties, rent payments, current common charges or assessments.

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

10. ENTIRE AGREEMENT. This agreement outlines the complete understanding of the Grantor and Grantee pertaining to this acquisition. No verbal agreements or promises will be binding.

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

12. PROJECT DESCRIPTION. The following improvements will occur within this fee acquisition, including, but not limited to the following: The reconstruction of Bridge PV-15 and a section of CR 72 (North Avenue), including embankments, side slopes and stream channel.

IN WITNESS WHEREOF, on this _____ day of _____ 2015, the parties have entered into this Agreement.

Grantor:
Representative:

By: _____

Adam Stern
Printed Name

Owner
Title

Witness: _____

County of Dutchess:

Grantee: _____
William F.X. O'Neil
Deputy County Executive

Witness: _____

Approved as to Form:

_____
Carol A. Bogle
Chief Asst. County Attorney

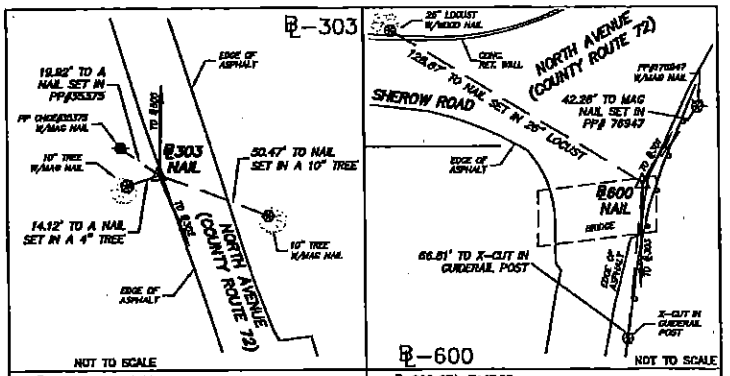
Approved as to Content:

_____
Robert H. Balkind, P.E.
Deputy Commissioner

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

RECONSTRUCTION OF COUNTY BRIDGE PV-15

MAP NO. 2
PARCEL NO. 1 & 2
SHEET 1 OF 4



℄-303 STA. 34-39.74	℄-600 STA. 7+13.05
DESC: MAG NAIL SET IN THE WEST SHOULDER OF DUTCHESS COUNTY HIGHWAY 72.	DESC: MAG NAIL SET IN THE EAST SHOULDER OF DUTCHESS COUNTY HIGHWAY 72.
COORDINATE: NAD83 SPC-NY, EAST ZONE, US FOOT SYSTEM	COORDINATE: NAD83 SPC-NY, EAST ZONE, US FOOT SYSTEM
N: 1085096.725	N: 1085469.837
E: 676537.1881	E: 676549.391

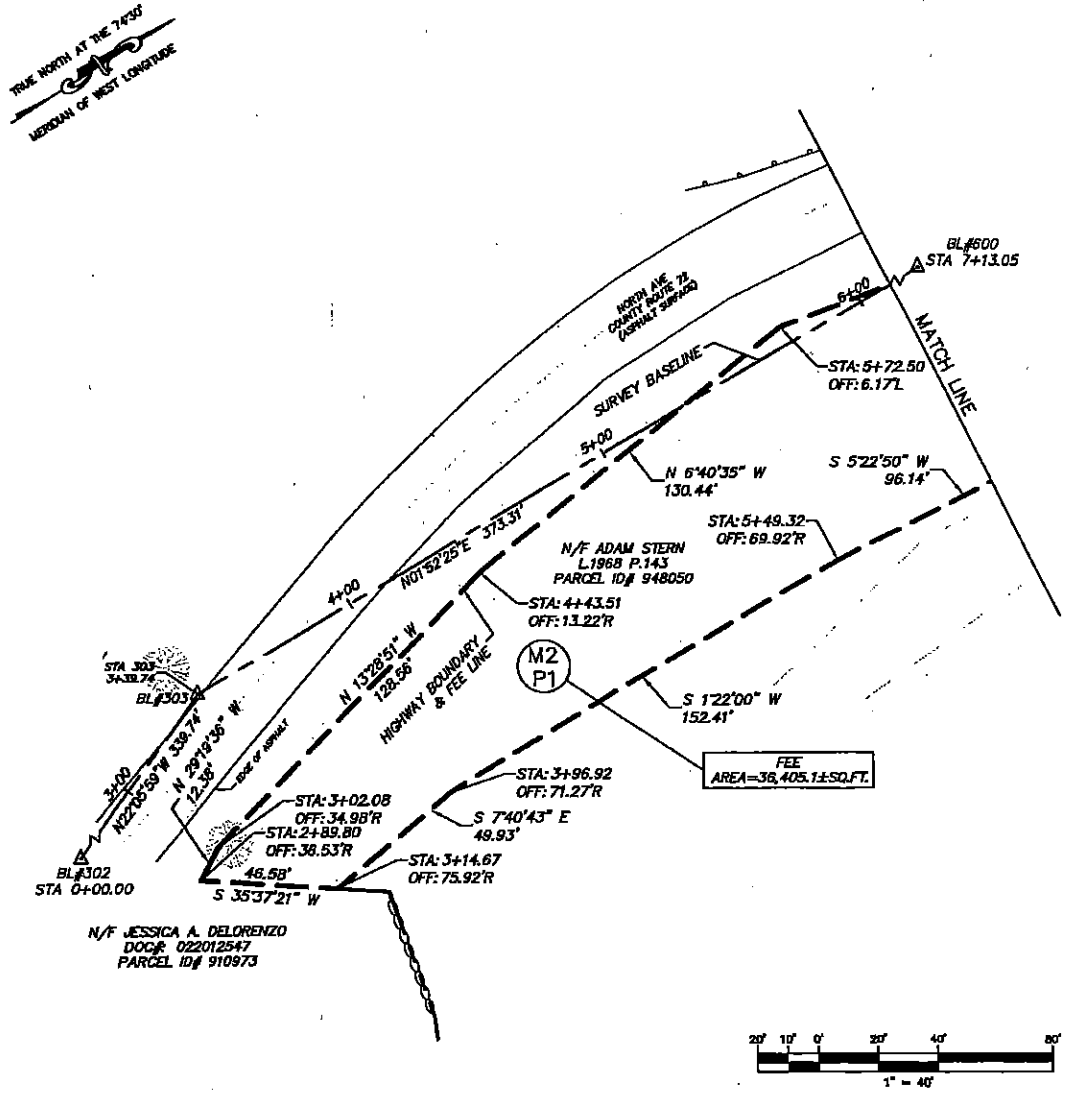
ACQUISITION DESCRIPTION:

Type: FEE & TE
Portion of Real Property Tax
Parcel ID No. 134400-6364-04-948050

Town of Pleasant Valley
County of Dutchess
State of New York

REPUTED OWNER:

Adam Stern
192 North Avenue
Pleasant Valley, NY 12569



ORIGINAL OF THIS MAP (SHEETS 1, 2, 3 & 4) ARE ON FILE AT THE OFFICES OF THE DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

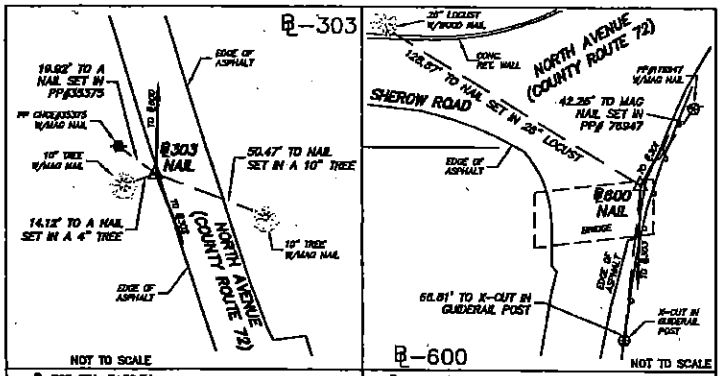
MAP NUMBER _____
REVISED DATE _____
DATE PREPARED 09-17-2014

PREPARED BY MMW CHECKED BY DPS FINAL CHECK BY MRD

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

RECONSTRUCTION OF COUNTY BRIDGE PV-15

MAP NO. 2
PARCEL NO. 1 & 2
SHEET 2 OF 4



℄-303	℄-600
℄-303 STA. 3+39.74	℄-600 STA. 7+13.05
DESC: MAG NAIL SET IN THE WEST SHOULDER OF DUTCHESS COUNTY HIGHWAY 72.	DESC: MAG NAIL SET IN THE EAST SHOULDER OF DUTCHESS COUNTY HIGHWAY 72.
COORDINATE: NAD83 SPC-NY, EAST ZONE, US FOOT SYSTEM	COORDINATE: NAD83 SPC-NY, EAST ZONE, US FOOT SYSTEM
N: 1063096.725 E: 676537.1881	N: 1063469.837 E: 676540.391

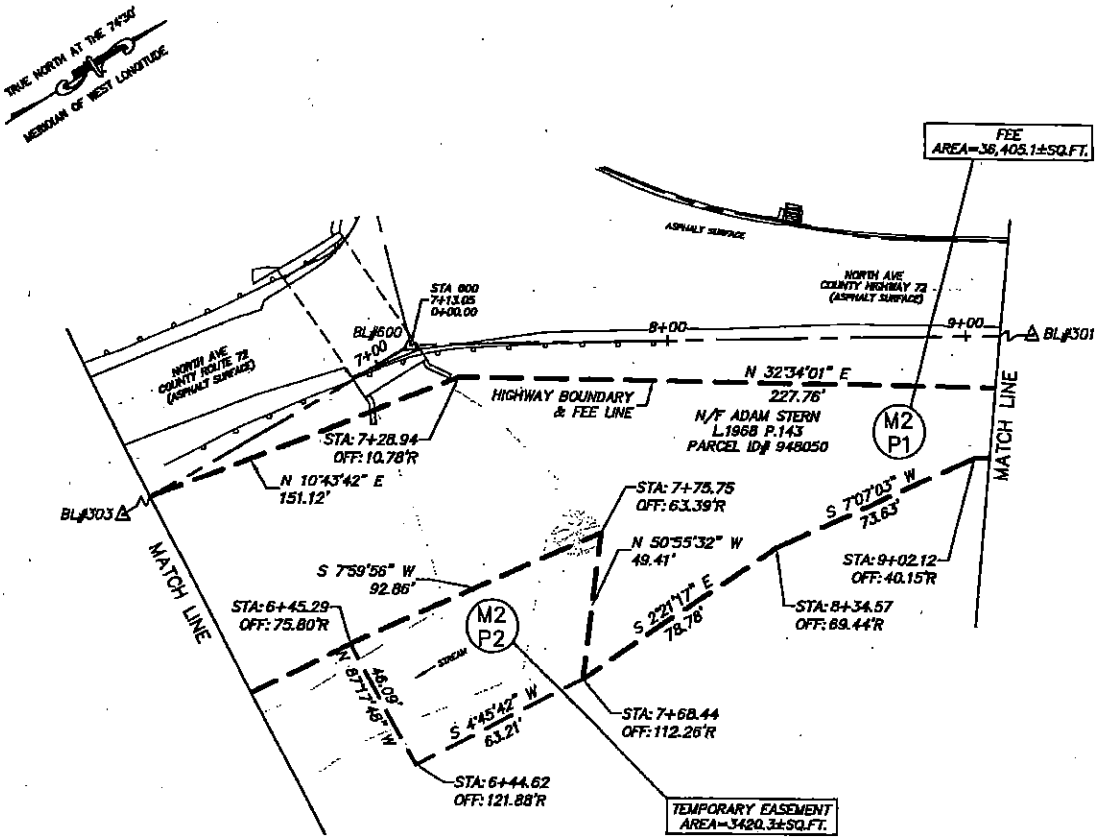
ACQUISITION DESCRIPTION:

Type: FEE & TE
Portion of Real Property Tax
Parcel ID No. 134400-6364-04-948050

Town of Pleasant Valley
County of Dutchess
State of New York

REPUTED OWNER:

Adam Stern
192 North Avenue
Pleasant Valley, NY 12569



20' 10' 0' 20' 40' 80'
1" = 40'

ORIGINAL OF THIS MAP (SHEETS 1, 2, 3 & 4) ARE ON FILE AT THE OFFICES OF THE DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

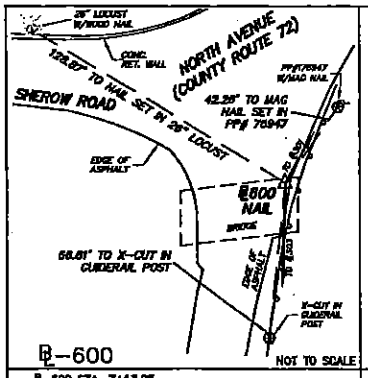
MAP NUMBER _____
REVISED DATE _____
DATE PREPARED 09-17-2014

PREPARED BY MMW CHECKED BY DPS FINAL CHECK BY MBD

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

RECONSTRUCTION OF COUNTY BRIDGE PV-15

MAP NO. 2
PARCEL NO. 1 & 2
SHEET 3 OF 4

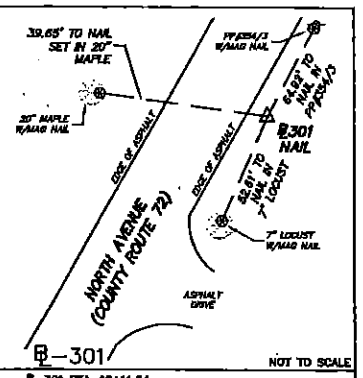


℄-600 STA. 7+13.05

DESC: MAG NAIL SET IN THE EAST SHOULDER OF DUTCHESS COUNTY HIGHWAY 72.

COORDINATE: NAD83 SPC-NY, EAST ZONE, US FOOT SYSTEM

N: 1065469.837
E: 676549.391



℄-301 STA. 12+11.64

DESC: MAG NAIL SET IN THE EAST SHOULDER OF DUTCHESS COUNTY HIGHWAY 72.

COORDINATE: NAD83 SPC-NY, EAST ZONE, US FOOT SYSTEM

N: 1065699.156
E: 676602.925

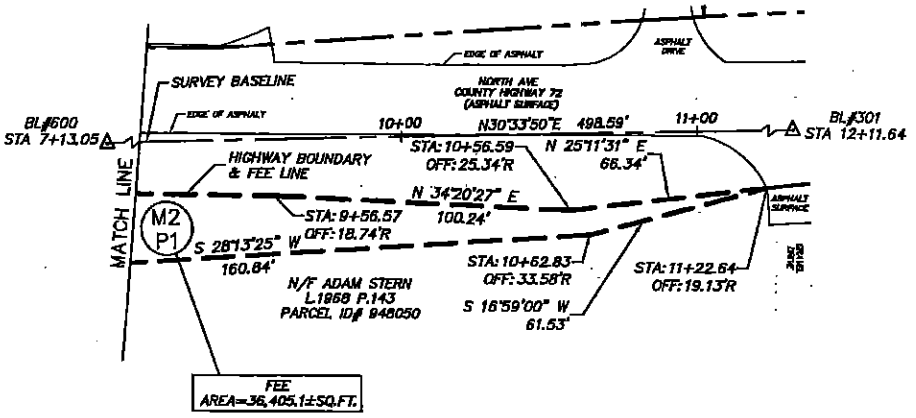
ACQUISITION DESCRIPTION:

Type: FEE
Portion of Real Property Tax
Parcel ID No. 134400-6364-04-948050

Town of Pleasant Valley
County of Dutchess
State of New York

REPUTED OWNER:

Adam Stern
192 North Avenue
Pleasant Valley, NY 12569



20' 10' 0' 20' 40' 80'
1" = 40'

ORIGINAL OF THIS MAP (SHEETS 1, 2, 3 & 4) ARE ON FILE AT THE OFFICES OF THE DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED 09-17-2014

PREPARED BY MWW CHECKED BY DPS FINAL CHECK BY MRD

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

RECONSTRUCTION OF COUNTY BRIDGE PV-15

MAP NO. 2
PARCEL NO. 1 & 2
SHEET 4 OF 4

PARCEL NO.1

FEE ACQUISITION

All that certain piece or parcel of land situate in the Town of Pleasant Valley, County of Dutchess and State of New York being more particularly bounded and described as follows:

Beginning at a point on the easterly boundary line of North Avenue; County Route 72 said point being 19.13 feet distant easterly measured at right angle from station 11+22.64 of the hereinafter described survey baseline for Reconstruction of County Bridge PV-15; thence through the property of Adam Stern the following nine (9) courses and distances: 1) South 16° – 59'– 00" West, 61.53 feet to a point 33.58 feet distant easterly measured at right angles from station 10+62.83 of said baseline; 2) South 28° – 13'– 25" West, 160.84 feet to a point 40.15 feet distant easterly measured at right angles from station 9+02.12 of said baseline; 3) South 7° – 07'– 03" West, 73.63 to a point 69.44 feet distant easterly measured at right angles from station 8+34.57 of said baseline; 4) South 2° – 21'– 17" East, 78.78 feet to a point 112.26 feet distant easterly measured at right angles from station 7+68.44 of said baseline; 5) North 50° – 55'– 32" West, 49.41 feet to a point 63.39 feet distant easterly measured at right angles from station 7+75.75 of said baseline; 6) South 7° – 59'– 56" West, 92.86 to a point 75.80 feet distant easterly measured at right angles from station 6+45.29 of said baseline; 7) South 5° – 22'– 50" West, 96.14 feet to a point 69.92 feet distant easterly measured at right angles from station 5+49.32 of said baseline; 8) South 1° – 22'– 00" West, 152.41 feet to a point 71.27 feet distant easterly measured at right angles from station 3+96.92 of said baseline; 9) South 7° – 40'– 43" East, 49.93 to a point located in the division line between lands of Stern to the north and lands of DeLorenzo to the south; said point being 75.92 feet distant easterly measured at right angles from station 3+14.67 of said baseline; thence along said division line South 35° – 37'– 21" West, 46.58 feet to a point located in the easterly boundary line of North Avenue; County Route 72; said point being 36.53 feet distant easterly measured at right angles from station 2+89.80 of said baseline; thence along said easterly boundary line of North Avenue; County Route 72 the following seven (7) courses and distances: 1) North 29° – 19'– 36" West, 12.38 feet to a point 34.98 feet distant easterly measured at right angles from station 3+02.08 of said baseline; 2) North 13° – 28'– 51" West, 128.56 feet to a point 13.22 feet distant easterly measured at right angles from station 4+43.51 of said baseline; 3) North 6° – 40'– 35" West, 130.44 to a point 6.17 feet distant westerly measured at right angles from station 5+72.50 of said baseline; 4) North 10° – 43'– 42" East, 151.12 feet to a point 10.78 feet distant easterly measured at right angles from station 7+28.94 of said baseline; 5) North 32° – 34'– 01" East, 227.76 feet to a point 18.74 feet distant easterly measured at right angles from station 9+56.57 of said baseline; 6) North 34° – 20'– 27" East, 100.24 to a point 25.34 feet distant easterly measured at right angles from station 10+56.59 of said baseline; 7) North 25° – 11'– 31" East, 66.34 feet to the point of beginning; being 36,405.1 square feet more or less.

PARCEL NO.2

TEMPORARY EASEMENT FOR WORK AREA AND GRADING

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area and grading in connection with the reconstruction of the highway and appurtenances for use and exercisable during the construction or reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes, and released by the Dutchess County Commissioner of Public Works or other authorized representative acting for Dutchess County, or its assigns, Such easement shall be exercised in and to all that piece or parcel or property hereinafter designated as Parcel No. 2 as shown on the accompanying map and described as follows:

All that certain piece or parcel of land situate in the Town of Pleasant Valley, County of Dutchess and State of New York being more particularly bounded and described as follows:

Beginning at a point being 63.39+/– feet distant easterly measured at right angle from station 7+75.75 of the hereinafter described survey baseline for Reconstruction of County Bridge PV-15; thence through the property of Adam Stern the following four (4) courses and distances: 1) South 50° – 55'– 32" East, 49.41 feet to a point 112.26 feet distant easterly measured at right angles from station 7+68.44 of said baseline; 2) South 4° – 45'– 42" West, 63.21 feet to a point 121.88 feet distant easterly measured at right angles from station 6+44.62 of said baseline; 3) North 87° – 17'– 48" West, 46.09 feet to a point 75.80 feet distant easterly measured at right angles from station 6+45.29 of said baseline; and 4) North 7° – 59'– 56" East, 92.86 feet to the point of beginning; being 3,420.3 square feet more or less.

The above mentioned survey baseline is a portion of the 2013 survey baseline for the Reconstruction of County Bridge PV-15 as shown on the map and described as follows:

Beginning at station 0+00; thence North 22° – 05'– 59" West to station 3+39.74; thence North 01° – 52'– 25" East to station 7+13.05; thence North 30° – 33'– 50" East to station 12+11.64.

All bearings referred to TRUE NORTH at the 74° – 30' MERIDIAN OF WEST LONGITUDE

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

Date 1-6 20 15

Noel H.S. Knille, AIA, ASLA
Commissioner of Public Works

Recommended by:

Date Jan 5 20 15

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

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

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction

Date 12/31/ 20 14

Mark R. Delor, Land Surveyor
P.L.S. License No. 050478
Maser Consulting, P.A.
12 Metro Park Road, Ste. 102
Albany, NY 12205

MAP NUMBER
REVISED DATE
DATE PREPARED 09-17-14

PREPARED BY MMW CHECKED BY DPS FINAL CHECK BY MRD

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	absent	
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015012 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM ADAM STERN FOR THE RECONSTRUCTION OF BRIDGE PV-15 (BIN 3343580) CR 72 (NORTH AVENUE) OVER GREAT SPRING CREEK, TOWN OF PLEASANT VALLEY

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015012 AUTHORIZING ACQUISITION IN FEE OF REAL PROPERTY FROM ADAM STERN FOR THE RECONSTRUCTION OF BRIDGE PV-15 (BIN 3343580) CR 72 (NORTH AVENUE) OVER GREAT SPRING CREEK, TOWN OF PLEASANT VALLEY

January 22, 2015

Government & Services Administration

RESOLUTION NO. 2015013

RE: AUTHORIZING GRANT APPLICATION TO THE HUDSON RIVER VALLEY NATIONAL HERITAGE AREA BY THE DEPARTMENT OF HISTORY

Legislators SURMAN, FLESLAND, BORCHERT, HUTCHINGS, MICCIO, SAGLIANO, ROMAN, KELSEY, HORTON, PERKINS, FARLEY, and MAC AVERY offer the following and move its adoption:

WHEREAS, the Dutchess County Department of History is applying to the Hudson River Valley National Heritage Area's 2015 Heritage Development Grant Program to fund Volunteer Recruitment Training workshops teaching our historical societies, sites, and preservation groups of the latest methods for recruiting and retaining volunteers for Dutchess County history related organizations, and

WHEREAS, the grant application requires the applicant to obtain the approval/endorsement of the Legislature of the County in which the project will be located, now therefore, be it

RESOLVED, that the Legislature of Dutchess County hereby does approve and endorse the application for a grant under the 2015 Heritage Development Grant Program for a project to fund Volunteer Recruitment Training program.

CA-010-15
JMF/ca/kvh/G-0157
12/31/14
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

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:
Grant funds, if secured, will be received in 2016.

Prepared by: William P. Tatum III

Prepared On: 12-22-2014

Dut.pdf

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 12 - Town of East Fishkill	Weiss (VC)	absent	
District 14 - Town of Wappinger	Amparo		
District 17 - Town and Village of Fishkill	Miccio		
District 20 - Town of Red Hook	Strawinski		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (C)		

Present: 10 **Resolution:** ✓ **Total :** 10 0

Absent: 2 **Motion:** — **Yes** **No**

Vacant: 0 **Abstentions:** 0

2015013 AUTHORIZING GRANT APPLICATION TO THE HUDSON RIVER VALLEY NATIONAL HERITAGE AREA BY THE DEPARTMENT OF HISTORY

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015013 AUTHORIZING GRANT APPLICATION TO THE HUDSON RIVER VALLEY NATIONAL HERITAGE AREA BY THE DEPARTMENT OF HISTORY

January 22, 2015

Government Services and Administration

RESOLUTION NO. 2015014

RE: CONFIRMATION OF REAPPOINTMENT OF SCOTT L. VOLKMAN AS COUNSEL TO THE DUTCHESS COUNTY LEGISLATURE

Legislators ROLISON, FLESLAND, BOLNER, SAGLIANO, and FARLEY offer the following and move its adoption:

WHEREAS, pursuant to Article 11, Section 2.14 of the Dutchess County Charter, Robert Rolison, Chairman of the Dutchess County Legislature, has reappointed Scott L. Volkman as Counsel to the Dutchess County Legislature, now, therefore, be it

RESOLVED, that said appointment of Scott L. Volkman, as counsel to the Dutchess County Legislature, be and the same is hereby confirmed.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 12 - Town of East Fishkill	Weiss (VC)	absent	
District 14 - Town of Wappinger	Amparo		
District 17 - Town and Village of Fishkill	Miccio		
District 20 - Town of Red Hook	Strawinski		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (C)		

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015014 CONFIRMATION OF REAPPOINTMENT OF SCOTT L. VOLKMAN AS COUNSEL TO THE DUTCHESS COUNTY LEGISLATURE

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		✓
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
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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	Kelsey		

Present: 24 **Resolution:** ✓ **Total :** 22 2

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

Vacant: 0 **Abstentions:** 0

2015014 CONFIRMATION OF REAPPOINTMENT OF SCOTT L. VOLKMAN AS COUNSEL TO THE DUTCHESS COUNTY LEGISLATURE

January 22, 2015

Environment

RESOLUTION NO. 2015015

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY FOR PURPOSES OF MAKING A FINDING OF ENVIRONMENTAL SIGNIFICANCE FOR THE CENTRAL DUTCHESS WATER TRANSMISSION LINE (CDWTL) EXTENSION TO DUCHESS COUNTY AIRPORT

Legislators MICCIO, BORCHERT, AMPARO, and FARLEY offer the following and move its adoption:

WHEREAS, Dutchess County has proposed Central Dutchess Water Transmission Line (CDWTL) extension to the Dutchess County Airport, in the Town of Wappinger, and

WHEREAS, Dutchess County has identified the involved action as a Type I Action with coordinated review and the County has prepared Part I of a Full Environmental Assessment Form (FEAF) for the project (a copy of which is on file with the Dutchess County Legislature), and

WHEREAS, 6 NYCRR 617.b.4 requires the designation of a lead agency from among any involved agencies before a determination of significance can be made, and

WHEREAS, a determination of significance must be made before project review can commence, and

WHEREAS, Dutchess County has circulated Part I of a Full Environmental Assessment Form (FEAF) for the project and its intent to act as lead agency and has circulated its intent to all other involved agencies, and

WHEREAS, the period of time for all other involved agencies to contest (30 days) has passed, and

WHEREAS, it is the purpose of this resolution to formalize and establish Dutchess County as the lead agency for the coordinated review of the above-referenced project pursuant to the New York State Environmental Qualify Review Act, now therefore, be it

RESOLVED, that Dutchess County hereby assumes lead agency status for the proposed Central Dutchess Water Transmission Line (CDWTL) extension to the Dutchess County Airport, in the Town of Wappinger.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1/30/2015

CA-14-15 BB/ca/G-1598
1/5/15 Fiscal Impact: See attached statement

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
This resolution completes a SEQR review for the CDWTL waterline extension to the DC Airport, which is proposed to be funded by an associated bond resolution.

Prepared by: Brad Barclay Prepared On: 12/12/14

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To: Noel Knille, AIA, ASLA
Commissioner

From: Brad Barclay, Senior Planner

Re: SEQR review for CDWTL Extension to DC Airport

Date: December 17, 2014

The County needs to complete a SEQR review for the construction of a 5,800 foot extension of the Central Dutchess Water Transmission Line (CDWTL) to the Dutchess County Airport. The involved project is considered a Type I Action and the County is undertaking a Coordinated SEQR review of the waterline extension. The County has identified the potential Involved Agencies for the project and circulated to those agencies Part I of an FEAF for the project and declared our intent to assume the Lead Agency role. The Legislature's January 22, 2015 meeting will occur after the thirty day waiting period for other Involved Agencies to contest the County intent to serve as Lead Agency.

DCDPW requests that a resolution be drafted for the January 22, 2015 Legislative Meeting to declare the County of Dutchess the Lead Agency for the purposes of completing a SEQR review of the construction of the proposed 5,800 foot waterline extension to link the CDWTL to the DC Airport property, adopt the Full Environmental Assessment Form completed by DCDPW, and make a Negative Declaration of Significance based on the analysis presented in the subject FEAF.

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 3 - Town of LaGrange	Borchert		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 17 - Town and Village of Fishkill	Miccio (C)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (VC)		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 11 **Resolution:** ✓ **Total :** 10 (Yes) 1 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015015 DECLARING DUTCHESS COUNTY LEAD AGENCY FOR PURPOSES OF MAKING A FINDING OF ENVIRONMENTAL SIGNIFICANCE FOR THE CENTRAL DUTCHESS WATER TRANSMISSION LINE (CDWTL) EXTENSION TO DUTCHESS COUNTY AIRPORT

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

Present: ____ **Resolution:** ✓ **Total :** 23 1

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

Vacant: ____ **Abstentions:** 0

2015015 DECLARING DUTCHESS COUNTY LEAD AGENCY FOR PURPOSES OF MAKING A FINDING OF ENVIRONMENTAL SIGNIFICANCE FOR THE CENTRAL DUTCHESS WATER TRANSMISSION LINE (CDWTL) EXTENSION TO DUTCHESS COUNTY AIRPORT

January 22, 2015

Environment
AMENDED ON FLOOR 1/22/15

RESOLUTION NO. 2015016

RE: ADOPTION OF NEGATIVE DECLARATION FOR THE CENTRAL DUTCHESS WATER TRANSMISSION LINE (CDWTL) EXTENSION TO DUTCHESS COUNTY AIRPORT PROJECT ON THE BASIS OF THE FULL ENVIRONMENTAL ASSESSMENT FORM (FEAF)

Legislators MICCIO, BORCHERT, SAGLIANO, FARLEY, and AMPARO offer the following and move its adoption:

WHEREAS, Dutchess County has proposed Central Dutchess Water Transmission Line (CDWTL) extension to the Dutchess County Airport, in the Town of Wappinger, County of Dutchess, and

WHEREAS, Dutchess County has identified the involved action as a Type I Action, has circulated amongst involved agencies for Lead Agency status and declared itself Lead Agency, after the required waiting period, for a coordinated review of the involved action, and

WHEREAS, the Legislature has reviewed the Full Environmental Assessment Form for the involved action, prepared by Dutchess County Department of Public Works and agrees with its conclusion that the involved project will not have a Significant Negative Impact on the Environment based on the criteria provide in 6 NYCRR 617.7(a)-(c), and

WHEREAS, the Legislature has reviewed Notice of Determination of Non-Significance prepared by Dutchess County Department of Public Works and agrees with the reasons supporting this determination provided in this Notice, now therefore, be it

RESOLVED, Dutchess County approves and adopts the attached Notice of Determination of Non-Significance (Negative Declaration) for Central Dutchess Water Transmission Line (CDWTL) extension to the Dutchess County Airport project in accordance with SEQRA (6 NYCRR 617.7.b), and be it further

RESOLVED, that this negative declaration shall be filed as provided by law.

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/30/2015

CA-15-15
BB/ca/G-1598
1/5/15
Fiscal Impact: See attached statement

STATE OF NEW YORK
ss.
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
This resolution completes a SEQR review for the CDWTL waterline extension to the DC Airport, which is proposed to be funded by an associated bond resolution.

Prepared by: Brad Barclay

Prepared On: 12/12/14

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Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. 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; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: CDWTL extension to Dutchess County Airport		
Project Location (describe, and attach a general location map): Airport Drive and Dutchess County Airport area, Town of Wappinger, Dutchess, NY (see attached location maps)		
Brief Description of Proposed Action (include purpose or need): (See attachment)		
Name of Applicant/Sponsor: County of Dutchess	Telephone: (845) 486-2121 E-Mail: dpwadmin@dutchessny.gov	
Address: 626 Dutchess Turnpike		
City/PO: Poughkeepsie	State: NY	Zip Code: 12603
Project Contact (if not same as sponsor; give name and title/role): Noel Knille, AIA, ASLA, Commissioner of Public Works	Telephone: same E-Mail: same	
Address: same		
City/PO: same	State: same	Zip Code: same
Property Owner (if not same as sponsor): (See attachment for owners and addresses)	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Council, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☑Yes☐No	T/Wapp. Planning Board (wetland and SWPPP)	TBD
c. City Council, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☑Yes☐No	See attachment	TBD
e. County agencies ☑Yes☐No	DC Health Dept (PWS Improvement)	TBD
f. Regional agencies ☐Yes☐No		
g. State agencies ☑Yes☐No	NYSDEC (wetland, Art. 15, WSA, SWPPP); NYSDOT (HWP)	TBD
h. Federal agencies ☑Yes☐No	USFWS (potential); ACOE (potential)	TBD

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☐No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☐No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐Yes☑No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐Yes☑No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐Yes☑No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes☑No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
GB (General Business) and AI (Airport Industrial)

b. Is the use permitted or allowed by a special or conditional use permit? ☑ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Wappingers Central School District

b. What police or other public protection forces serve the project site?
Town of Wappinger Police Dept., Dutchess County Sheriff and New York State Troopers

c. Which fire protection and emergency medical services serve the project site?
New Hackensack Fire and Town-wide Ambulance service

d. What parks serve the project site?
N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Utility Expansion to provide public water to Dutchess County Airport

b. a. Total acreage of the site of the proposed action? +/- 4.0* acres
b. Total acreage to be physically disturbed? 1.33* acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 514.8* acres

c. Is the proposed action an expansion of an existing project or use? ☑ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: 5,800 feet of new waterline

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 6 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures 1
ii. Dimensions (in feet) of largest proposed structure: 1 height; 1 width; and 5,800 length
iii. Approximate extent of building space to be heated or cooled: 0 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment:
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify:
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: million gallons; surface area: acres
v. Dimensions of the proposed dam or impounding structure: height; length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☑Yes ☐No
If Yes:
i. What is the purpose of the excavation or dredging? Trench excavation for water main installation
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): +/-2,130cy of trench material to be displaced by pipe/bedding
- Over what duration of time? 6 months

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
If suitable, excavated material is expected to be used as trench backfill for the waterline installation. Additional material will be disposed properly off-site.

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☑No
If yes, describe.

v. What is the total area to be dredged or excavated? 1.33 acres
vi. What is the maximum area to be worked at any one time? <1 acres
vii. What would be the maximum depth of excavation or dredging? 10 feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan:
All areas that are disturbed as a result of the water main installation will be restored to a condition equal to or better than existing conditions.

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☑Yes ☐No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): See Attachment

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

There will be no net negative impact to any wetland or buffer area as a result of the water main installation. Impacts during construction will be temporary and all areas that are disturbed will be reclaimed to a condition equal to or better than existing conditions. Directional drilling is planned for the installation of the waterline through any wetland or buffer and for any stream crossings.

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☑ No

If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☑ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☑ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: TBD* gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑ Yes ☐ No

If Yes:

- Name of district or service area: Central Dutchess Water Transmission Line
- Does the existing public water supply have capacity to serve the proposal? ☑ Yes ☐ No
- Is the project site in the existing district? ☑ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☑ No
- Do existing lines serve the project site? ☐ Yes ☑ No

iii. Will line extension within an existing district be necessary to supply the project? ☑ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: 5,800 feet of a 12' diameter waterline extension with the capacity to carry 2 MGPD
- Source(s) of supply for the district: Central Dutchess Water Transmission Line

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☑ No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☑ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☑ No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

- Do existing sewer lines serve the project site? ☐Yes☐No
- Will line extension within an existing district be necessary to serve the project? ☐Yes☐No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes☑No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

0 Square feet or 0 acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. NA

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Existing on-site stormwater management facilities/structures - no change to existing drainage patterns is anticipated once installation of water main completed.

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☑Yes☐No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☑Yes☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

_____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7 am- 6pm
- Saturday: 8 am- 5pm
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:

Construction machinery such as excavators and backhoes will be utilized to install water main. The potential for increased ambient noise levels will be limited to the period of construction.

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☑ No

Describe: _____

n.. Will the proposed action have outdoor lighting? ☐ Yes ☑ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☑ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☑ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☑ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Recreation

ii. If mix of uses, generally describe:

The area surrounding Airport Drive contains commercial and industrial properties with one parcel used for Town-owned soccer fields. The end of the water main is to be located on the County-owned airport.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: No change in land uses or covertypes with installation of underground water main.	NA	NA	NA

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☑ No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑ Yes ☐ No

If Yes,

i. Identify Facilities:

Town-owned soccer fields are located on a parcel on Airport Drive. No impact on this recreation site.

e. Does the project site contain an existing dam? ☐ Yes ☑ No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Has the facility been formally closed? ☐ Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☐ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No

☑ Yes – Spills Incidents database — Provide DEC ID number(s): See attachment

☑ Yes – Environmental Site Remediation database — Provide DEC ID number(s): 314101, 314078

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:

NA

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☑ Yes ☐ No

If yes, provide DEC ID number(s): 314101, 314078

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

See attachment descriptions and current statuses of spills and site remediations listed above.

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 2.5 - to >9 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: See attachment _____ %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: 0 to >9 feet

e. Drainage status of project site soils: ☑ Well Drained: 75 % of site
☐ Moderately Well Drained: ____% of site
☑ Poorly Drained 25 % of site

f. Approximate proportion of proposed action site with slopes: ☑ 0-10%: 80 % of site
☑ 10-15%: 10 % of site
☑ 15% or greater: 10 % of site

g. Are there any unique geologic features on the project site? ☐Yes ☑No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☑Yes ☐No

ii. Do any wetlands or other waterbodies adjoin the project site? ☑Yes ☐No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☑Yes ☐No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name 857-24, 857-18 Classification B, B(T)
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name See Attachment Approximate Size _____
- Wetland No. (if regulated by DEC) See Attachment

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100 year Floodplain? ☑Yes ☐No

k. Is the project site in the 500 year Floodplain? ☑Yes ☐No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑Yes ☐No
If Yes:

i. Name of aquifer: Principal aquifer per NYSDEC EAF Mapper

m. Identify the predominant wildlife species that occupy or use the project site:
See Attachment

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☑ Yes ☐No

See attachment

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. 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? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name County of Dutchess Date December 15, 2014

Signature Bradford A. Beach Title Senior Planner

PRINT FORM

Attachment to Part I of the FEAF

for CDWTL Extension to Dutchess County Airport

Description of Action

The subject action involves an expansion of the Dutchess County Water and Wastewater Authority's (DCWWA) Central Dutchess Water Transmission Line (CDWTL) by means of construction of a 5,790 LF water main along Airport Drive and Route 376 to the Dutchess County Airport, in the vicinity of the intersection of Route 376 and Griffith Way. The intent of the water main extension is to provide for public water service to Dutchess County Airport. Once the waterline extension is completed, a fire hydrant placed at this location would allow the Airport's Fire and Rescue Vehicle to fill up with water on Airport Property (in compliance with FAA regulations). The project includes financing of the water line by Dutchess County, and then construction of the water main by DCWWA pursuant to an agreement with the County. Once constructed, the water main will be operated and managed by DCWWA on the County's behalf.

A subsequent, anticipated project will create a water distribution system to distribute water from the end of the water line extension to various locations within the Dutchess County Airport. At this time, the layout, design and construction of any future water distribution system on Airport property is undefined. Any future projects will depend upon procuring additional funding, including, potentially, Federal Airport Aviation (FAA) funding and approvals. The extent and layout of the distribution system will be dependent on future development projects on the Airport property, consistent with the Airport Master Plan. The provision of public water on Airport property is necessary to provide for fire suppression systems for current and future Airport facilities and thus critical for obtaining insurance for these structures. This is extremely important to the retention of existing clients leasing hanger space and any future hangar development. The other development sites identified in the Airport's master plan would also be more desirable if public water was available. Any private, non-aviation related development that would occur on Airport property would be subject to local zoning review and require a separate SEQR review.

The proposed water line extension would traverse most of the length of Airport Drive, which is located east of the Airport, across Route 376. Airport Drive was built as a commercial/industrial park, but is not served by public water as this time. The construction of the water line down Airport Drive could help to facilitate the provision of public water to current and future tenants of the corporate park, but the involved project does not allow for this provision. Additional actions and approvals would be required to permit the sale of municipal water to those sites. No future connections are to be constructed as part of this project and either the DCWWA or the County would have to amend an existing Water Supply Permit or obtain a new one to be allowed to sell water to those properties. The way that the County and DCWWA have established new water service areas in the past has been to create a new "Zone of Assessment" within the County-wide Water District. This process has not been initiated for the Airport

Drive area. Any future private development or change of use for Airport Drive properties would require compliance with Town of Wappinger zoning and land use laws and an associated SEQR review.

The FEIS for the Central Dutchess Water Transmission Line (CDWTL) addressed growth inducing aspects of making water available along the corridor. Analysis was essentially (1) CDWTL was being built as a transmission main – not intended to serve individual properties directly off the water line and (2) any growth that did occur would be subject to all local land use controls and approval processes. Unless the additional steps discussed above are undertaken to allow the provision of public water to properties off the Dutchess County Airport, the proposed water line extension will continue to act solely as a transmission line, which will provide the source of water for a future distribution system on Airport property.

Project Narrative

The Need for Public Water at Dutchess County Airport

Dutchess County is in the process of revitalizing its Airport. The Dutchess County Airport is operated as an Enterprise Fund by the County, which has required a significant subsidy from the County to meet its ongoing expenses. To aide in this process, the County commissioned an economic and financial study by consultants to recommend steps to allow the Airport to operate self-sufficiently. One important early recommendation was to provide public water and sewer facilities for the airport property. The involved project to construct a water main that will link the airport property to the Central Dutchess Water Transmission Line is the first step towards implementing this recommendation. Public Water is needed to enhance the Airport's firefighting capabilities and to allow for the provision of fire suppression systems in current and future airport facilities. The provision of public water would also make the sites available for future economic development on the airport more attractive. The County currently has a Request for Proposals (#RFP-DCP-85-14) out for bid, which is soliciting proposals from qualified Fixed Base Operators (FBOs) or other aviation Commercial Service Operators to lease, manage, develop and promote aviation commercial operations and development at the Dutchess County Airport. #RFP-DCP-85-14 (attached in Appendix A) Includes a description of existing facilities and 6 potential development sites on the airport property, all of which could be served by the future public water distribution system. However, until a FBO is engaged and the potential of these development sites is further assessed, the extent and layout of the desired Airport water distribution system is unknowable. In addition, because the distribution system would be developed on Airport Property, FAA approvals and potentially funding would need to be obtained during the design of any future Airport water distribution system.

The Provision of Public Water by the CDWTL

The Dutchess County Water and Wastewater Authority operates a county-wide water district, which permits it to sell water anywhere in Dutchess County. The DCWWA's Central Dutchess Water Transmission Line (CDWTL) currently has a water supply permit to sell up to 4.25 million gallons per day (MGPD) and the CDWTL's SEQR review studied the impacts of the waterline operating at up to 10 MGPD. The proposed 12 inch, waterline extension, being reviewed herein, would have a maximum capacity of approximately 2 MGPD, which the DCWWA could accommodate within the capacity limits of

their existing Water Supply Permit. Thus, the basic impacts of provision of water to be provided through the proposed waterline extension have already been studies and approved. The DCWWA may have to amend their water supply permit to sell water to the proposed water line extension to the Airport property, as new service area within their County-wide District.

FEAF Part I, A. Project and Sponsor Information - Property Owners

The waterline extension will begin on County Airport property (Parcel # 6259-03-225301), near the intersection of Griffith Way and NYS Route 376. Property cards for the DC Airport property and the small County-owned parcel (Parcel # 6259-03-473400) at the intersection of Griffith Way and NYS Route 376 are attached in Appendix B. The waterline extension will extend under NYS Route 376 to Airport Drive. The majority of the proposed waterline extension will occur within the R-O-W of Airport Drive, which is a local road owned by the Town of Wappinger. The County will be applying for Road Access permits from NYSDOT and the Town of Wappinger to use these road R-O-Ws. From the end of Airport Drive to the CDWTL, the County will be obtaining a utility easement to cross Parcel # 6259-04-908414, which is owned by Global Satellite, LLC. (the property card for this parcel is also attached in Appendix B).

FEAF Part 1, B. Governmental Approvals, d. Other local agencies

Poughkeepsie Joint Water Board (Water Purchase Agreement)

Town of Wappinger Highway Department (Road Access Permit)

Dutchess County Water and Wastewater Authority (amend Water Supply Permit and Water Service Agreement)

FEAF Part I, D.1 Proposed and Potential Development, b.

a. +/- 4.0 acres* - This figure is based on a thirty (30) foot wide total project site for the length of the 5,800 foot waterline extension.
b. 1.33 acres - This figure is based on a ten (10) foot wide area of disturbance for the length of the 5,800 foot waterline extension. This figure overestimates the area of disturbance, because the waterline extension will be directionally drilled under a portion of wetland buffer located between the CDWTL and the end of Airport Drive, and under Route 376. The width of the area of disturbance will be less in these locations.
c. The 514.8 acres includes all of the property owned by Dutchess County Airport.

FEAF Part I, D.2.b.i Alteration of existing wetland or waterbody

Wetland Assessment and Endangered/Threatened Species Review, by Ecological Solutions, LLC, dated November 21, 2014; Figure 2 NYSDEC Wetland/Watercourse Map shows that the route of the proposed waterline extension would pass through the wetland checkzones for PV-67 and PV-51. This report is attached in Appendix C. The figure indicates that wetland permits will be required from NYSDEC and the Town of Wappinger. While wetland delineations will be required, as part of the process to obtain these

permits, it appears from the existing mapping that the waterline extension will only have to pass through the buffers for these wetlands.

FEAF Part I, D.2 Project Operations, c.i. Total anticipated water demand/usage per day?

TBD* - This project will create a waterline extension from the CDWTL to the Dutchess County Airport. As explained previously, currently no distribution system has been laid out or designed to provide water to sites on the Airport. Therefore the amount of demand that may be created by providing access to public water is unknown. In addition, no service connections are included in the project for properties along Airport Drive and Water supply permits would have to be further amended to provide water in that area. The maximum capacity for the planned 12" waterline extension is 2 MGPD.

FEAF Part I, E.1.b. Land uses and covertypes.

As the project involves the installation of an underground waterline extension, this item is not applicable. Once the line is installed, all disturbed areas will be reclaimed to their original condition.

FEAF Part I, E.1.h.i NYSDEC Spills Incident database or Environmental Site Remediation database.

The spills incident database included 5 spills (DEC ID#s 9005063, 9306122, 9306462, 9900257 & 9904071) located in the vicinity of the project site. Three of the spills were located on Airport property and 2 on Airport Drive. The NYSDEC Spill records are attached in Appendix D and all list the involved spill incidents as being closed.

2 sites are listed on the NYSDEC Environmental Site Remediation List (DEC ID #s 314101 and 314078). Both sites are hangars located on Griffith Way. The waterline extension ends before these sites on Griffith Way. If public water is provided to these facilities by the future distribution system for the Dutchess County Airport, then existing private wells and treatment systems that provide water to these facilities could be taken out of service. The NYSDEC site records are attached in Appendix D.

FEAF Part I, E.2.c. Predominant soil types

As part of the development of the involved project, DCWWA had several reports completed that studied certain aspects of the potential environmental impacts of the installation of the proposed waterline extension. These reports included in their analysis the establishment of a new "zone of assessment" to include the provision of public water to properties along Airport Drive and an additional extension of the waterline down Griffith Way on DC Airport property. The analysis in these reports is still valid when considering just the construction of the approximately 5,800 foot waterline extension, which is the subject of this SEQR review.

There is a description and map of the predominant soil types found along the route of the proposed waterline extension in the attached report tilted Extension Of Water Service To Dutchess County Airport Proposed DC Water District Zone of Assessment N, Phase 1A Literature Review and Sensitivity Analysis, by CITY/SCAPE: Cultural Resource Consultants, dated November, 2014, which is included as Appendix E. The soils descriptions and map are located in Appendix B, Soil Description and Map of the report.
FEAF Part I, E.2.h.iv Wetlands and NYSDEC Wetland #s

In the attached Wetland Assessment and Endangered/Threatened Species Review, by Ecological Solutions, LLC, dated November 21, 2014, Figure 2 NYSDEC Wetland/Watercourse Map shows that the route of the proposed waterline extension would pass through the wetland checkzones for PV-67 and PV-51. This indicates that wetland permits will be required from NYSDEC and the Town of Wappinger. While wetland delineations will be required, as part of the process to obtain these permits, it appears from the existing mapping that the waterline extension will only have to pass through the buffers for these wetlands.

FEAF Part I, E.2.m & o Predominant Wildlife Species and Threatened and Endangered Species

In the attached Wetland Assessment and Endangered/Threatened Species Review, by Ecological Solutions, LLC, dated November 21, 2014, a habitat review was completed for known federal and state listed species that occur in Dutchess County. A review of the US Fish and Wildlife Service (USFWS) list of threatened and endangered species turned up five potential species. No potential habitat was found for the Dwarf Wedgemussel or the Bog Turtle. Potential Habitat exists for the New England Cottontail, the Indiana Bat and the Northern Long-eared Bat. Potential habitat assessment for these three species will be conducted on the portion of the waterline extension's route from the CDWTL to Airport Drive, where the only potential habitat exists.

FEAF Part I, F. Additional Information

The Town of Wappinger, and the City and Town of Poughkeepsie are considered interested agencies for the subject action, because these municipalities will all be involved in subsequent actions to the installation of the CDWTL Extension to the Dutchess County Airport, which will provide for water service to properties on Airport Drive in the Town of Wappinger and the development and sale of water through a distribution system of the Dutchess County Airport.

To avoid any impacts to regulated wetlands and their associated buffers and the two watercourses that will have to be traversed by the waterline extension, the project will use directional drilling to install the required piping under these resources without disturbing them. The DCWWA has experience using this technique to install a portion of a larger water main through regulated, Class I wetlands in Hyde Park, with NYSDEC approval. This method will also protect the regulated stream associated with wetland PV-67. The waterline extension passes through the potential buffer area around PV-51 within the Airport Drive R-O-W, which the road already crosses. The waterline extension will cross the protected stream associated with PV-51 directly adjacent to where it crosses Route 376. The directional drilling section planned to avoid any impacts to Route 376, by drilling under the roadway, will include installing the waterline under this stream to avoid any impacts to it.

A Soil and Water Pollution Prevention Plan (SWPPP) will be developed for the length of the waterline construction and approved by NYSDEC and the Town of Wappinger, as part of its wetland and watercourse permit. This plan will include the direction drill areas and provide control and protection from any erosion caused by stormwater runoff, during construction. The remediation of the disturbed areas will be included in this plan and ensure that the pre-existing drainage patterns are reestablished post construction. The SWPPP will also address any impact to be anticipated during construction due to

a portion of the project site being located in the 100 and 500 year floodplains. Once the construction is completed, the fact that the water main is located underground and all existing contours are to be reestablished, the project will have no long-term impacts on the involved floodplains.

Habitat assessments will be conducted for the three identified threatened or endangered species identified in attached Endangered/Threatened Species review. The proposed directional drilling areas will greatly reduce any impacts to potential habitat areas, as the rest of the project is located directly adjacent to an existing roadway and will be buried in its R-O-W. The project will avoid, to the extent possible, removing any mature trees to minimize any impact to potential bat habitat. Most of these trees are located within the directional drilling areas and should not be impacted by the project.

The potential for the presence of archeological sites was examined in the attached report tilted Extension Of Water Service To Dutchess County Airport Proposed DC Water District Zone of Assessment N, Phase 1A Literature Review and Sensitivity Analysis, by CITY/SCAPE: Cultural Resource Consultants, dated November, 2014. The analysis done in the report concluded the following:

> *"Based on the environmental factors located within the proposed project corridor, undisturbed areas, should they exist, would be considered to have the potential to contain a prehistoric site or sites. However, given the fact that the proposed project corridor is located within the existing roadway, the potential for the project corridor to contain prehistoric cultural resources is considered low. As stated above, in the eastern portion of the project corridor, the presence of a stream corridor, wetland area and steep slopes significantly decrease the potential for prehistoric cultural resources to be present. Overall, the prehistoric potential for the proposed project area to contain intact cultural resources is considered to be low."*

Attachment to Part I of the FEAF

for CDWTL Extension to Dutchess County Airport

Appendices

Appendix A

RFP seeking a Fixed Base Operator

for Dutchess County Airport

#RFP-DCP-85-14

FIXED BASED OPERATOR DUTCHESS COUNTY AIRPORT

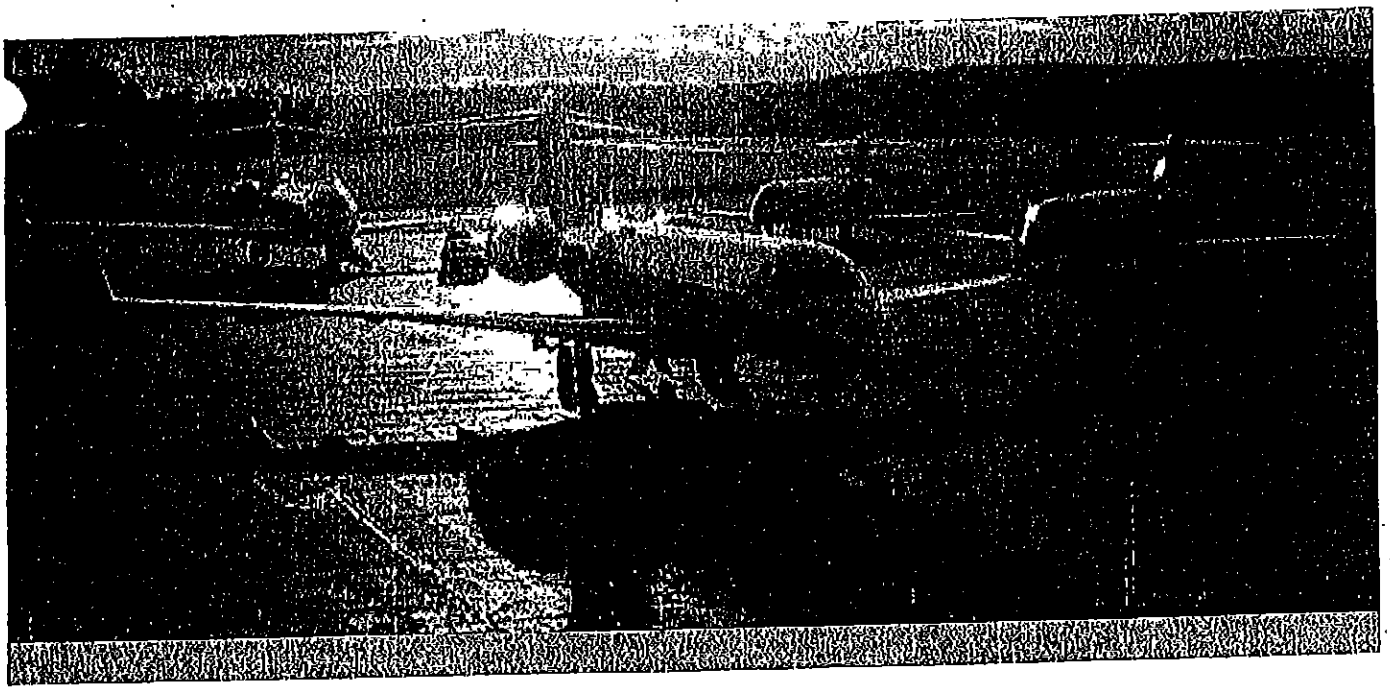
REQUEST FOR PROPOSAL
RFP-DCP-85-14

RFP Due:
January 6, 2015
2:00 pm

SUBMIT PROPOSALS TO:

COUNTY OF DUTCHESS
OFFICE OF CENTRAL AND INFORMATION SERVICES
DIVISION OF CENTRAL SERVICES
27 HIGH STREET
POUGHKEEPSIE, NY 12601

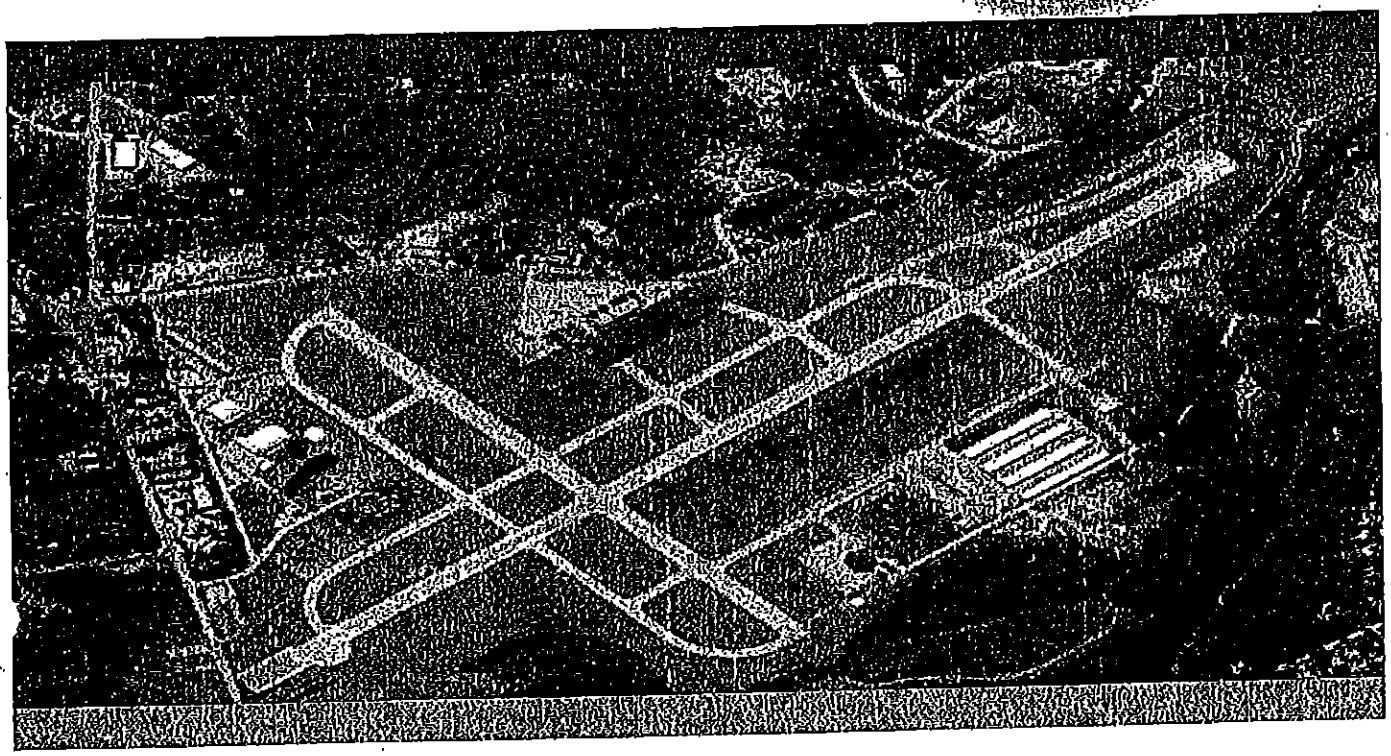
PHONE (845) 486-3670 FAX (845) 486-3659



Requests for Proposals:

Fixed Base Operator
Dutchess County Airport

January 6, 2015

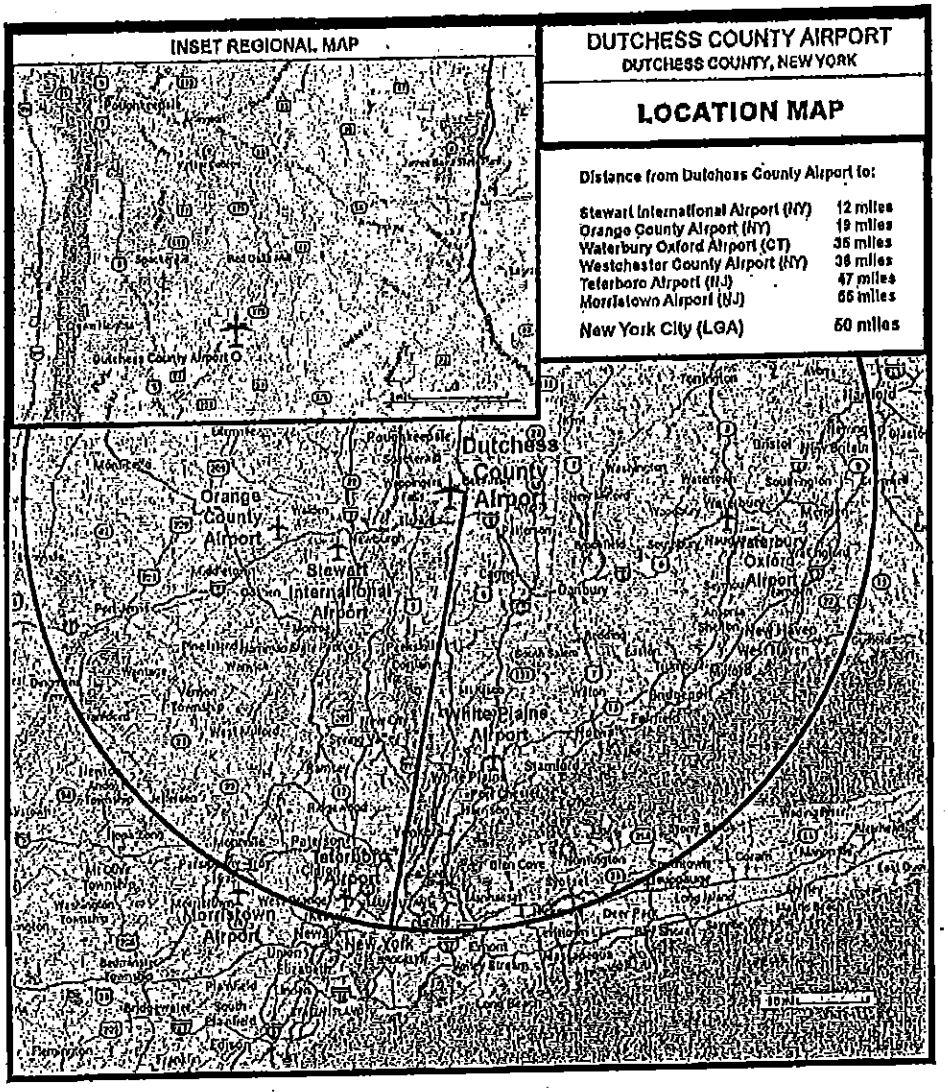


Request for Proposals
Fixed Base Operator

Dutchess County Airport, New York

Dutchess County, New York is soliciting competitive sealed proposals from qualified Fixed Base Operators ("FBOs") or other aviation Commercial Service Operators (hereinafter collectively referred to as "Operator") to lease, manage, operate, maintain, develop, and promote aviation commercial operations and development at the Dutchess County Airport ("POU" or "Airport") located approximately 50 miles north of New York City in the Hudson Valley Region of the State of New York.

Figure 1 - Location Map



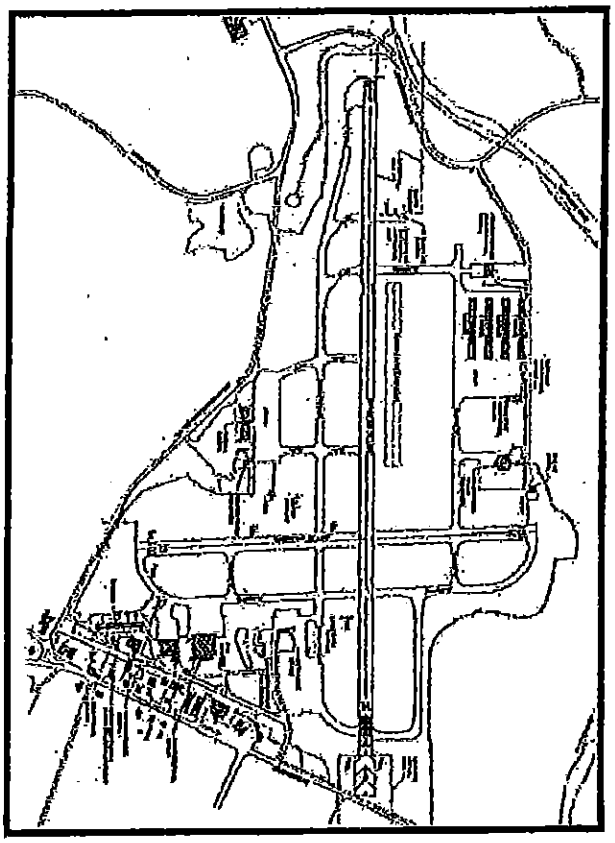
Dutchess County Airport FBO Needs

Dutchess County owns and operates the Dutchess County Airport located in the Town of Wappinger, NY. Currently, there is a County-operated FBO facility at the Airport known as "Dutchess Aviation." The County wishes to maximize the financial viability, success, and potential growth of the Airport by turning the FBO operation over to a private sector entity that is better positioned to offer more diversified services than are currently offered, as well as assist in the promotion of private-sector, aviation-related development on the Airport. In addition to the existing County-owned facility used for the FBO, a number of additional sites are available for review. The selected Operator will have the right to lease certain real property and use the leased premises for the purposes of operating the proposed business.

About Dutchess County Airport

Dutchess County Airport is situated on 640 acres in the Town of Wappinger, New York and is approximately four miles south of downtown Poughkeepsie, New York. The Airport is approximately 50 miles, or one-hour drive time, north of the New York Metropolitan Region. It is located 36 miles from Westchester County Airport (White Plains) and 47 miles from Teterboro Airport (New Jersey), by air.

Figure 2 - Airport Layout



The Airport is owned and operated by Dutchess County with an on-site manager and staff. The Airport is Federally certified under CFR Part 139 as a Class 4 facility and capable of accommodating unscheduled large air carrier aircraft of 30 seats or more. It has an FAA-staffed Air Traffic Control Tower and the Airport maintains Index A Aircraft Rescue and Fire Fighting response capability. The FAA Airport Reference Code is D-2.

Dutchess County Airport primarily serves the general aviation and corporate general aviation market. It was once served by scheduled airlines providing commercial service to the Hudson River Valley area. Scheduled service was a key component of the operations of the Airport from 1965 up until 2001 when it ceased.

The Airport has three runways. Primary Runway 6-24 measures 5,001 feet in length and 100 feet in width. The runway is constructed of grooved asphalt and has a designed weight-bearing capacity of 110,000 pounds in a double tandem landing gear configuration; 60,000 pounds in a dual wheel configuration. Runway 6 is equipped with an

Instrument Landing System (ILS) allowing for precision approaches with a decision height of 400 feet and one-mile visibility. A non-precision Localizer Approach with Vertical guidance (LPV) is also available on Runway 6 offering a decision height of 400 feet and one-mile visibility. A Lateral Navigation (LNAV) approach is available on Runway 24 with a decision height of 800 feet and one-mile visibility; 1¼ mile for jet aircraft.

Crosswind Runway 15-33 is 2,743 feet long and 100 feet wide. The runway is constructed of grooved asphalt and concrete and has a reported weight-bearing capacity of 35,000 pounds in a single gear configuration. Presently, there are no published instrument procedures for Runway 15-33. Runway 15-33 is equipped with Medium Intensity Runway Lights (MIRLs) and is equipped with a Visual Approach Slope Indicator (VASI) with Runway End Identifier Lights (REILs).

A turf runway, 7-25, is located in the grassy area just north of the center portion of Runway 6-24 and measures 1,358 feet in length and 100 feet wide. There are no lights or navigational aids on this runway and markings are non-standard. The runway is exclusively used by light general aviation aircraft.

Existing Aviation Activity

The Airport serves the recreational and business general aviation market in the lower and central Hudson River Valley area of New York State. It is one of a few full-service general aviation airports capable of serving jet aircraft between Albany and New York City. The Airport's location makes it an attractive alternative for business users in the mid-Hudson Valley who are conducting business in the region, or looking to avoid the busier New York City area airports. The Airport's proximity to the Westchester (White Plains) Airport is also attractive from both a cost of operations, easy business terms, and options for available space.

Operations for the year 2014 are expected to be 84,660. Operational statistics are depicted in Table 1 below.

Table 1 - Airport Statistics

Airport Operating Statistics		
	2013 Actual	2014 Projected
Landings and Take-Offs	81,761	84,660
100LL Gallons Sold	109,298	111,500
Jet A Gallons Sold	133,998	125,200
Total of Gallons Sold	243,296	236,700
		Based Aircraft - 2014 Actual
Single Engine		112
Multi Engine		9
Jet		0
Helicopter		10
Total		131
Source: Airport Records		

Aircraft Fuel Storage Facilities

Table 2 - Fuel Storage Capacity

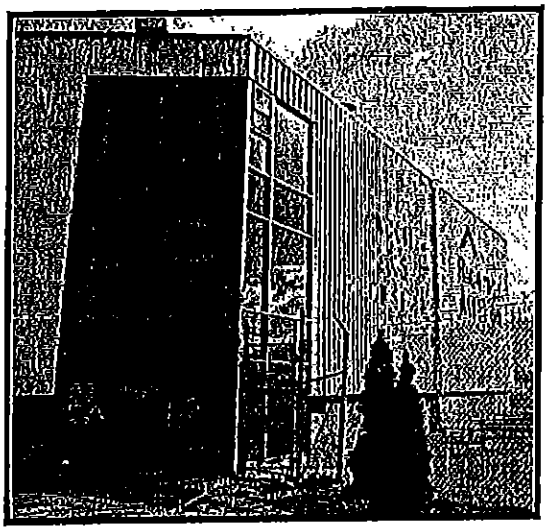
Aviation Fuel Storage	
Fuel Farm	Gallons
Jet A	15,000
Jet A	15,000
Jet A	15,000
Total	45,000
Above Ground Storage Tank	
100 LL	15,000
Source: Airport Records	

The County currently operates and maintains the aviation fuel facilities at the Airport. The County Airport management currently purchases the fuel (100LL and Jet A) supply for the farm. Proposers are requested to indicate their interest/intent in the fuel farm operation and maintenance and the purchase of aviation fuels. The type and capacity of fuel storage is shown in Table 2. Fuel storage facilities are in regulatory compliance with all applicable Federal, State, and local laws, including New York's Bulk Storage Spill Prevention Regulations (6NYCRR Parts 612-614) and Federal EPA regulations and standards (40 CRF Part 280).

Two fuel storage facilities are centrally located on the Airport. One above-ground fuel facility is located adjacent to the Line Services Office central to General Aviation operations at Dutchess Aviation with easy access from Taxiways A and B. The fuel farm, which houses three 15,000-gallon Jet A tanks, is located adjacent to the two Associated Aircraft Group ("AAG") conventional hangars with easy access from Taxiway C.

FBO Facilities

Figure 3 – Former Richmor Leasehold



There are two existing FBO facilities at the Airport. One facility, the former Richmor operation, is no longer active. The other facility, which is operating out of the Airport's terminal building, is Dutchess Aviation. Dutchess Aviation is directly operated by the County and is intended to be replaced by the selected proposer.

Proposers to the RFP may choose to submit proposals to operate from either facility, a combination thereof, or propose development of a new FBO for which several sites are available on the Airport. Figure 4 (on page 7 below) depicts current and available development sites.

The County is interested in providing first-class FBO facilities and operations at the Airport and encourages innovative submissions that include investment and the promotion of air transportation as well as economic development at the Airport.

Currently, Dutchess Aviation includes 1,015 sq. ft. of office space in the main terminal and an adjacent ramp of approximately 135,000 sq. ft. Additionally, there is approximately 113,900 sq. ft. of ramp space at the north end of the Airport.

Existing services include:

- Aircraft fueling
- Aircraft deicing
- Catering
- Engine pre-heat
- GPU
- Lavatory servicing
- DUATS flight planning
- Complimentary coffee/ice
- Wi-Fi Internet access
- DTN/Meteorlogix Weather
- 24-hour security monitoring of aircraft

Fueling services are currently available from 7:00 AM to 9:30 PM seven days a week. After-hours services are available upon request.

FBO Equipment

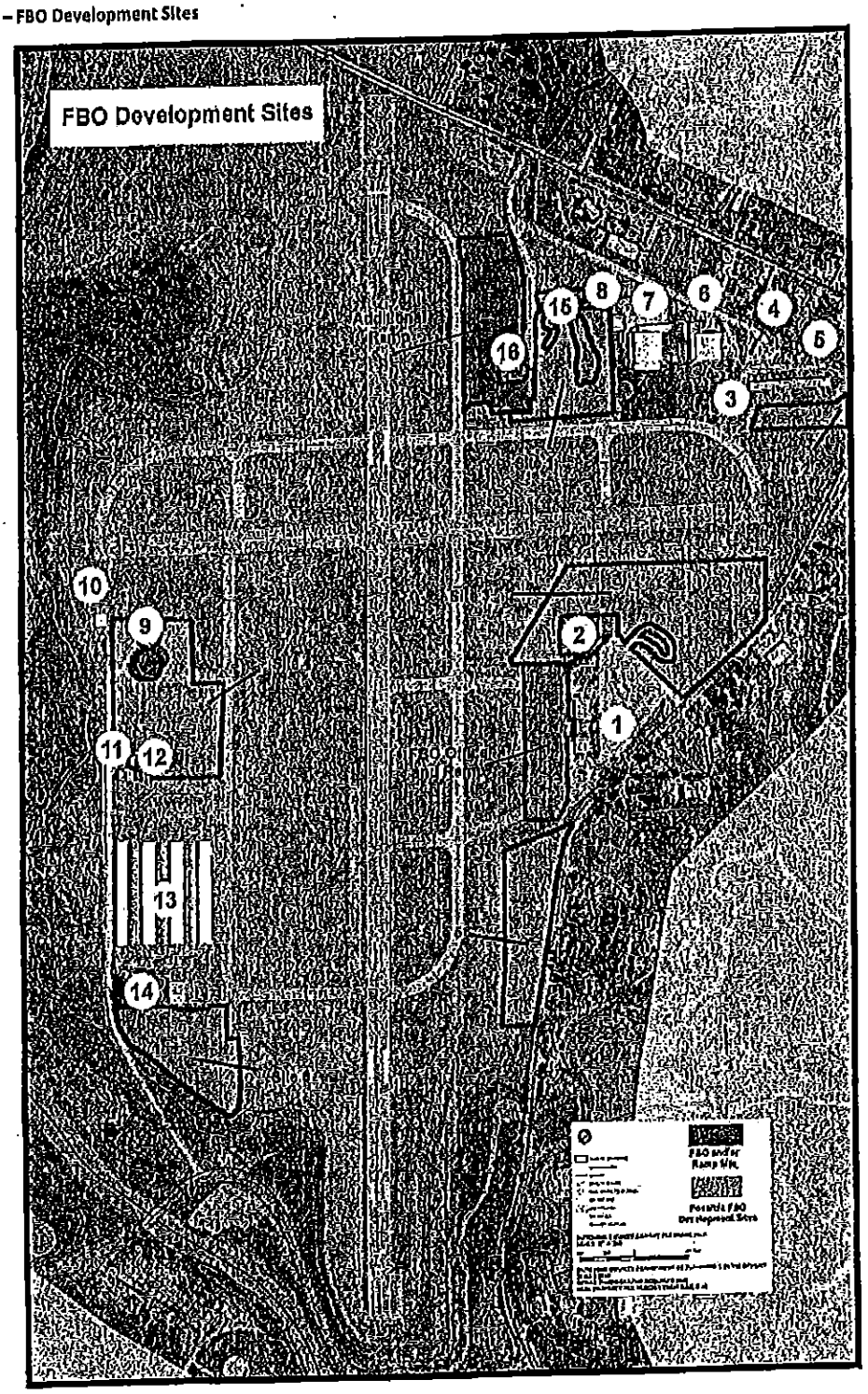
The current FBO equipment inventory is described in Appendix A. A responder to this RFP can include the use, through purchase, of any or all of this equipment inventory in its proposal.

FBO Development Sites

On the following page is a map of the possible FBO development sites, following by specific descriptions and images of each potential site. Below is a key to the buildings numbered in the overall map (Figure 4).

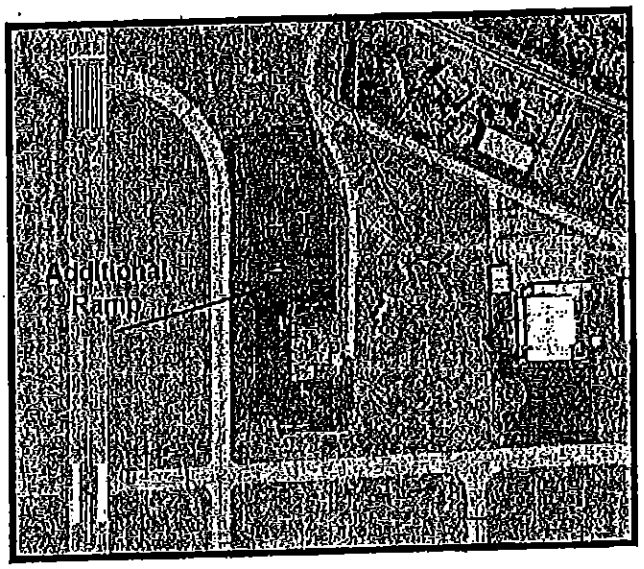
Building Key for Figure 4: FBO Development Sites	
Building Number	Facility Name
Building #1	Terminal/Admin/FBO Offices
Building #2	ACTC/FAA Offices
Building #3	T-Hangar
Building #4	ARFF/Maintenance
Building #5	Cold Storage Building
Building #6	AAG Conventional Hangar
Building #7	AAG Conventional Hangar
Building #8	Fuel Farm
Building #9	Richmor/Conventional Hangar, FBO Offices
Building #10	Civil Air Patrol Hangar
Building #11	Whitefield Conventional Hangar
Building #12	Frank Reiss Conventional Hangar
Building #13	T-Hangar
Building #14	Precision Avionics/Aero Mechanical
Building #15	Electrical Vault
Building #16	Glideslope Building

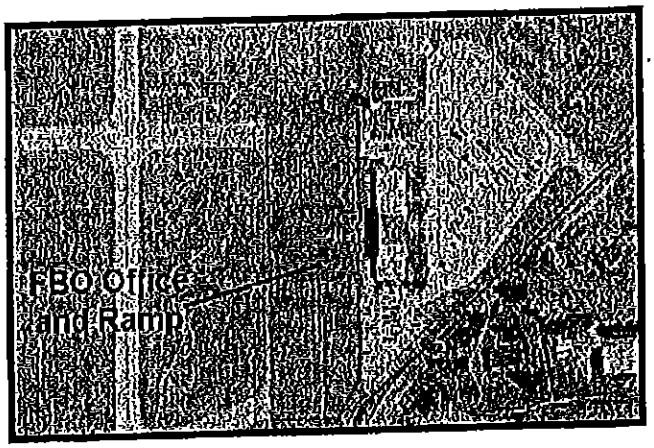
Figure 4 – FBO Development Sites



Dutchess Aviation – This site is the location of Dutchess Aviation, the current FBO at the Airport. It consists of approximately 1,050 sq. ft. of building space within the main terminal building at the Airport. The entire Terminal consists of 19,037 sq. ft. of which 3,724 sq. ft. is available for lease (in addition to the current 1,050 sq. ft. utilized for FBO operation). There are approximately 3.2 acres of aircraft tie-down and parking ramps included with this site. The site is served by the main terminal building of the Airport and is supported by a well and septic system[1].

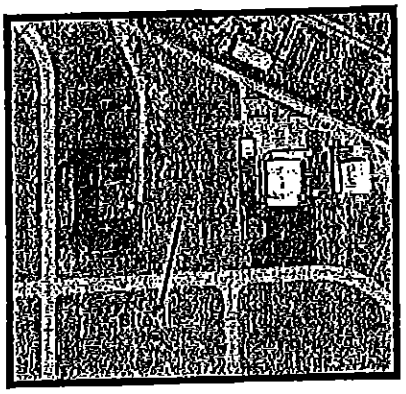
A remote aircraft parking area of approximately 2.6 acres is also utilized by the FBO.



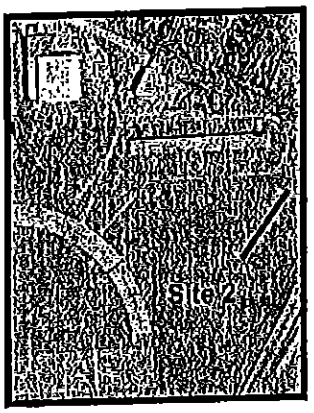


[1] The County is in the project definition stage of extending municipal water and sewer services to the Airport.

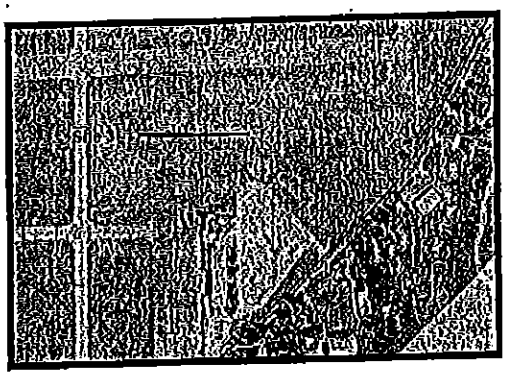
Development Site #1 – This 5-acre site is available for new FBO/commercial aviation development and is located adjacent to the existing parking apron currently used by Dutchess Aviation. The site is bordered by an access road and taxiway. Natural gas and electric are currently available on the access road.



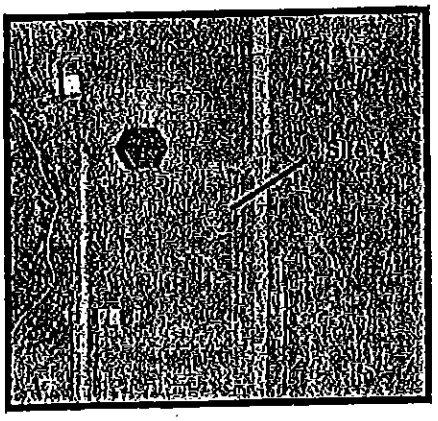
Development Site #2 – This site is presently configured at approximately one (1) acre with adjoining property potentially able to be incorporated into the site for redevelopment.



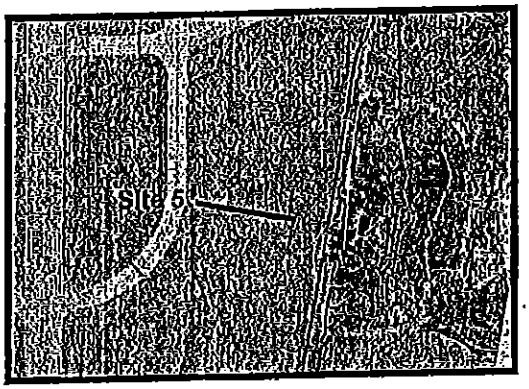
Development Site #3 – This site consists of approximately 10 acres of land adjacent to the Main Terminal and FAA ATC. Natural gas and electric are readily available. Automotive parking is abundant. The parcel is the largest available for development on the Airport.



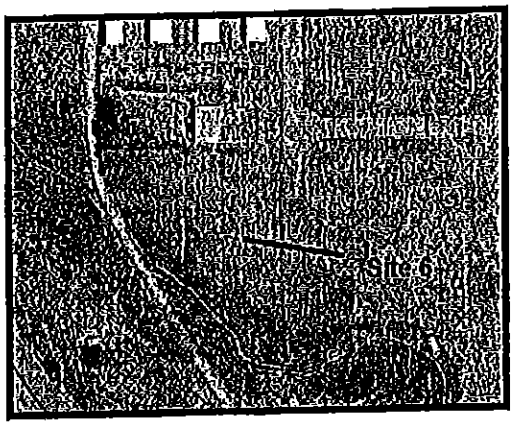
Development Site #4 – This is the location of the former Richmor Aviation facility. The parcel consists of approximately 10 acres and incorporates an existing office and conventional hangar facility consisting of a combined total of 9,600 sq. ft. The building is constructed of masonry block and steel. An existing paved ramp area of 75,000 sq. ft. exists on the site. The site is served by electric and gas. Water and sewerage are provided by on-site well and septic systems.



Development Site #5 – This site consists of approximately five (5) acres which is adjacent to the terminal ramp and has taxiway access.



Development Site #6 – This parcel of approximately 3.75 acres is in the northwest quadrant of the facility. The parcel has road access as well as immediate access to the Airport's Infrastructure. Natural gas and electric are available on the access road.



Advantages of Dutchess County Airport – Dutchess County Airport is located in the beautiful Hudson Valley and is conveniently located between Albany and New York City. It offers quick and ready access to the New York Metropolitan Region without the air traffic congestion and delays (including Temporary Flight Restrictions) often experienced with airports located nearer NYC. The Airport has available commercial aviation development parcels that are ready for development. In addition to its location and land availability attributes, the Airport also offers:

- FAR Part 139 Certified Airport
- Index A ARFF Response
- Excellent Airfield Maintenance including Navaids, grounds, buildings ,and aeronautical surfaces
- Robust Capital Improvement Program
- Excellent and Productive Relationship with the FAA
- Robust Aviation Community
- Excellent Highway Access
- Business-Friendly Environment
- Site Development Flexibility
- Development Assistance

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Proposal Scope of Work and Submission Criteria

Duchess County, New York is soliciting competitive proposals from qualified Fixed Base Operators or other aviation commercial service operators to lease, manage, operate, maintain, develop, and promote aviation commercial services and development at Duchess County Airport in Wappinger , New York.

Currently, there is one FBO at the Airport which is operated by Duchess County. The fuel farms are operated and maintained by the County Airport staff. Additionally, there are six (6) other Airport sites which are available for FBO development.

It is the County's wish to maximize the financial viability, success, and potential growth of the Airport by transitioning the existing FBO services to a private-sector operator. The County is interested in receiving proposals that afford first-class FBO services at the Airport through a long-term lease arrangement. The County reserves the right to discontinue or alter this solicitation at any time.

A mandatory Pre-Proposal meeting will be held in the Airport Terminal Building on December 10, 2014 at 10:00 AM. Participants must send an email confirmation of their planned attendance to Ellie Theohary at mtheohary@dutchessny.gov. Follow-up correspondence regarding this solicitation will be limited to those who attended the pre-proposal meeting. Any other respondents will be disqualified from selection.

FBO Services

The selected operator will be required to offer the following minimum services:

- Aircraft fueling 100 LL and Jet A
- Based and/or transient aircraft parking tie down
- Office and customer service area of at least 1,000 sq. ft.
- Operation of two fuel trucks
- Arrangements with fuel wholesalers to provide product
- Tugs, tow bars, and other necessary servicing equipment
- Staffing from 7:00 AM to 9:00 PM on a 24/7/365 basis
- Aircraft deicing
- Engine preheat
- GPU service
- Lavatory service
- Flight planning facilities
- Complimentary coffee and ice

The selected operator may offer the following services:

- A&P maintenance
- Flight training, air taxi, or air charter
- Aircraft rental
- Avionics maintenance and sales
- Any other County-approved activities

- Catering

The County prefers direct provision of services from the FBO. In the instance where a contractor or third party may provide a minimum required service on behalf of the FBO, the FBO and the contractor will be required to obtain permission from the County to provide third-party services. Permission will not be unreasonably withheld.

A. Submission Format

Respondents shall prepare their proposal such that it is bound along one edge either by a three-ringed binder or otherwise, and divided into the following sections:

Section 1 – Introduction
Section 2 – Company Information
Section 3 – Qualifications
Section 4 – Proposal
Section 5 – Rents and Fees
Section 6 – Declarations

Section 1 – Introduction. Provide a general overview of your company and its interest in providing FBO Services at Dutchess County Airport.

Section 2 – Company Information. Provide specific information regarding your company, including at a minimum:

- Form of corporate entity, including date established
- List each owner and/or shareholders who has a 10% or greater financial interest in the company, including their name, address, and phone number
- List of each corporate officer by name and title
- Provide the Employer Identification Number (EIN) for the company
- Provide a historical overview of the company
- Identification of each office location as well as any location of operations that may not have an office associated with it, and the location and address information of the company's home office
- Provide additional information regarding the company that you believe will assist the selection committee with the review of your proposal

Section 3 – Qualifications and Experience Operating FBOs. Provide a detailed description of qualifications to operate an FBO at Dutchess County Airport. Minimally include:

- Qualifications of the firm
- Resumés of the firm's officers and principal employees
- Organizational chart
- Experience providing FBO services at airports similar to POU
- FBO locations within the United States
- Provide detailed financial data, including at a minimum:
    - Evidence of financial status either by 2013 Federal tax return, audited statement, or other corroborating evidence of financial status
    - List of any previous default, including but not limited to:

        - Bonds
        - Bankruptcies by the company or any owner thereof listed in Section 2 above
        - Insurance claims filed over the last five (5) years
        - Any payments in arrears for more than 90 days including description of status thereof
        - Any environmental violations and/or claims against proposer(s)
- Identify a minimum of three (3) references, preferably of airport owners or operators, in which the firm has completed business with in the last five (5) years

Section 4 – Proposal. Provide a narrative of up to 50 single-sided 8" x 11" pages describing your overall proposed operation of an FBO at Dutchess County Airport. Any graphics or site plan layouts may be presented on 11" x 17" paper and shall count as two (2) pages each. The narrative must include at a minimum:

- Site Selection and Development
    - Site selection and proposed development, or if existing facilities, improvements thereto
    - Amount, in U.S. dollars, of capital improvement(s)/investment(s) proposed
    - Proposed phasing and implementation schedule
- Facility Management and Operations
    - Financial Management
    - Aircraft Parking Ramp Management
    - Implementation and Mobilization Plan
    - Marketing and Business Development Plan, including annual budget for the first three (3) years of lease
    - Operations Plan
        - Flight Operations
        - Ramp Management
        - Fueling Operations
        - Disabled Aircraft Plan
        - Safety Plan
        - Staffing Plan
        - Transition Plan

Section 5 – Rents and Fees. Describe in detail your financial proposal to the County. The minimum term of the agreement will be five (5) years. The maximum term of an agreement, and/or renewals are negotiable and are dependent on the proposed overall capital investment at the Airport. Identify, at a minimum, fees and rents to be paid to the County in the following categories:

- Rent
- Fuel Flowage Fees
- Percentage of Gross Sales
- Minimum Annual Guarantee (MAG) to the County
- Other

Section 6 – Declarations and Understandings.

- Include an originally signed copy of the "Proposer's Declarations" located at the end of this document.

B. Submission Instructions and Information

NOTE: Read all documents contained in the proposal specifications.

- Sealed proposals for FBO Services for the Dutchess County Airport must be received in the Division of Central Services, 27 High Street, Poughkeepsie, New York 12601, on or before 2:00 PM, January 6, 2015. Specifications and proposal forms are attached hereto.

- The County of Dutchess official bid documents are obtained from the Empire State Purchasing Group's Regional Bid Notification System at www.empirestatebidsystem.com. Copies of bidding documents obtained from any other source are not considered official copies. In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the same website that the official bid documents are obtained: www.empirestatebidsystem.com. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date. If you have obtained this document from a source other than the Dutchess County Website or the Empire State Regional Bid Notification System, it is recommended that you obtain an official copy. You may obtain an official copy by registering on the Empire State Regional Bid Notification System at www.empirestatebidsystem.com or by using the link provided at www.dutchessny.gov, Quick Link: "Bidding and RFPs."

- Proposers are responsible for submitting their proposals to the appropriate location at, or prior to, the time indicated in the specifications. No proposals will be accepted after the designated time or date indicated in the proposal specifications. It is recommended that proposals be submitted in advance, at least one day prior to the specified date and time to allow for a timely receipt. Delay in mail delivery is not an exception to the receipt of a proposal.

- Proposers must indicate, on the outside of their sealed proposal, the following information:
  1. FBO Services for the Dutchess County Airport
  2. RFP-DCP-85-14
  3. January 6, 2015 at 2:00 PM
  4. Company Name

  Failure to do so may result in rejection of the proposal as being unresponsive.

- The following forms are necessary to be submitted as a proposal, as well as any additional forms requested in the detailed specifications:

  1. CS-2: Non-Collusion Affidavit, completed, signed, and dated.

- Proposers must submit one (1) original, nine (9) copies and one (1) CD disc or flash drive of their proposals, unless otherwise stated in the specifications. The original must be clearly marked. All proposals must be filled out in ink, or be typewritten. Proposals submitted in pencil will be rejected as unresponsive. Proposals which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive.

- Should the Proposer find discrepancies or omissions in the specifications, he/she shall notify the Purchasing Agent, at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.

- The Purchasing Agent, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes shall be posted as an addendum on the following website: www.emprestatebidsystem.com.

- Written questions and inquiries concerning this Request for Proposals shall be submitted to Ellie Theohary, Contract Specialist at mtheohary@dutchessny.gov with a copy to Angela Romano, Purchasing Agent at aromano@dutchessny.gov , County of Dutchess Office of Central and Information Services, Division of Central Services on or before the date and time stated in the bid documents. Verbal questions will not be entertained.

- Proposers who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The County may audit adherence to this schedule at any time during or after the contract period.

- The Purchasing Agent reserves the right to reject all proposals, parts of all proposals, or all proposals for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the County.

- The County of Dutchess reserves the right to award to single or multiple vendors, in whole or in part, by item, by class, by category, or to establish primary/secondary contracts, whichever the County deems to be in the best interest of the County of Dutchess.

- The contract will be awarded to the RESPONSIBLE PROPOSER best meeting the needs of the County based on the selection criteria stated in the RFP and who has demonstrated judgment and integrity, is of good reputation, experienced in their work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the County of Dutchess in its contractual relations.

- Upon acceptance of any proposal, the successful Proposer shall execute a contract, if applicable, in accordance with the specifications, with the County of Dutchess, in the State of New York.

- A contract shall not be assignable by the contractor in whole or in part without the written consent of the County of Dutchess.

- A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The County's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies—and in the case of a joint bid each party thereto certifies as to its own organization—

under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165, a of the state finance law.

Negotiations

The selected Proposer should be prepared to enter into a negotiation period of no longer than 30 days, after which the County reserves the right to cease negotiations and proceed to another Proposer for an agreement.

Grievance and Protest Procedures

1. Any protest to the Division of Central Services' consideration of any bid must be submitted in writing and received by the Director of Central Services no later than five (5) calendar days after the bid award. A written reply to the protest will be sent to the protesting bidder by the Director of Central Services.

2. The protest must contain:

   - Identification of the statue or procedure that is alleged to have been violated.
   - A precise statement of the relevant facts.
   - Identification of the issues to be resolved.
   - Aggrieved party's argument and support documentation.

Any notice of protest received after the deadline will not be considered.

NOTE: VARIATIONS AS STATED IN THE BID SPECIFICATIONS TAKE PRECEDENT OVER THIS "INSTRUCTIONS AND INFORMATION" SECTION.

1. Evaluation of Proposals

Proposals will be evaluated by a review committee. The review committee shall review and evaluate each of the proposals using the criteria described below. Each reviewer will rank each proposal according to the Criteria. The reviewers will then convene to review and discuss these evaluations. The County reserves the right to interview any or all of the proposers as part of the evaluation process.

The County reserves the right to seek clarification of information submitted in response to this RFP and/or request additional information during the evaluation process.

Proposers are precluded from contacting any member of the evaluation committee during the solicitation process. All inquiries are to be made to Ellie Theohary via email at mtheohary@dutchessny.gov.

2. Evaluation Criteria

The criteria to be used by the County in evaluating responses to perform the requested services are listed below:

A. Proposer's qualifications

B. FBO management and development experience

C. Proposed Operating Plan Including
- Transition Plan
- Staffing Plan
- Marketing Plan

D. Proposed Capital Improvement Plan

E. Revenue to County/Airport

F. Overall benefit to the Airport and the County

3. Award

A. The County reserves the right to make multiple awards with regard to this RFP if it is determined to be in the best interests of the County.

B. The County of Dutchess reserves the right to accept any submittal and/or parts thereof and/or to reject any or all submittals if it is determined to be in the best interests of the County.

C. Selection and Procurement Schedule

Dutchess County anticipates the following procurement schedule:

RFP Available	*November 17, 2014*
Mandatory Pre-proposal Meeting	*December 10, 2014**
Questions Due to County	*December 15, 2014*
Question Responses	*December 19, 2014*
Proposals Due	*January 6, 2015*

**A mandatory pre-proposal meeting will be held on December 10, 2014 at 10:00 AM at the Airport's terminal facility, 263 New Hackensack Road, Wappingers Falls, NY. Please email an RSVP with name and contact information of attendees to Ellie Theohary at mtheohary@dutchessny.gov.*

4. Contract

The selected Proposer will be required to enter into a formal contract agreement with Dutchess County. A sample contract agreement with insurance requirements is attached (refer to Appendix B).

The County has allowed 30 days for a negotiating period from Notice of Selection to enter into an agreement with the County. In the event an agreement cannot be achieved in such timeframe, the County reserves the right to discontinue negotiations and/or assume negotiations with an alternate

proposer.

5. Questions Regarding Proposal

Please submit any questions pertaining to the RFP and its specifications by email to *Ellie Theohary at mtheohary@dutchessny.gov with a copy to Angela Romano at aromano@dutchessny.gov* no later than close of business on **December 15, 2014.** All answers to the submitted questions will be posted as an addendum on the following website on or before the close of business on **December 19, 2014:** http://www.empirestatebidsystem.com.

PROPOSERS MUST CHECK THIS WEBSITE FOR ADDENDUMS BEFORE SUBMITTING THEIR PROPOSAL. ADDENDUMS MAY INCLUDE SIGNIFICANT CHANGES TO THE RFP.

6. Submission

Proposers are required to submit one (1) original and nine (9) copies and one (1) electronic copy on USB of their proposal to:

Mr. Christopher G. Barclay, Director
County of Dutchess
Office of Central and Information Services
Division of Central Services
27 High Street
Poughkeepsie, NY 12601

Proposals must be sealed and clearly marked RFP-DCP-85-14 and be received no later than 2:00 PM on January 6, 2015.

Proposer's Declaration

PROPOSER UNDERSTANDS, AGREES, AND WARRANTS:

a. That Proposer has carefully read and fully understands that the information provided by the County was provided for general informational purposes only.

b. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

c. That Proposer's information must be submitted with the proposal and is attached hereto.

d. That this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to 2:00 PM, local time, on the date that the proposal is due but may not be withdrawn for a period of 120 days after such date.

e. That all information contained in the proposal is true and correct to the best of Proposer's knowledge and belief.

f. That Proposer did not, in any way, collude, conspire, or agree directly or indirectly with any person, firm, corporation, or other Proposer in regard to the amount, terms, or conditions of this proposal.

g. That Proposer did not receive unauthorized information from, nor initiate contact with, the Dutchess County Council, Airport Advisory Committee, the Airport Staff, the Airport Legal Counsel, or the Airport Consultant(s) during the proposal period except as provided for in the Request for Proposals proposal package.

h. That no officer or employee of the Dutchess County Department of Public Works or other affiliated County officer or employee shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any materials, supplies, or service.

i. That the County reserves the right to reject any and all proposals and to negotiate fees, terms, and provisions which, in the County's sole opinion, is in the best interest of Dutchess County.

j. That by submission of this Proposal, the Proposer acknowledges that the County has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the County permission to make said inquiries, and to

provide any and all requested documentation in a timely manner.

Acknowledged and Accepted By: _____

Title: _____

Print Name: _____

Date: _____

Non-Collusion Affidavit
Bid #RFP-DCP-85-14
Fixed Based Operator Dutchess County Airport

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

(a) "By submission of this, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

Signed _____

By _____
(President)

Dated _____

Bid submitted by: Name: _____

Address: _____

_____

Phone: _____

Fax #: _____

Email: _____

CS-2

Appendix B

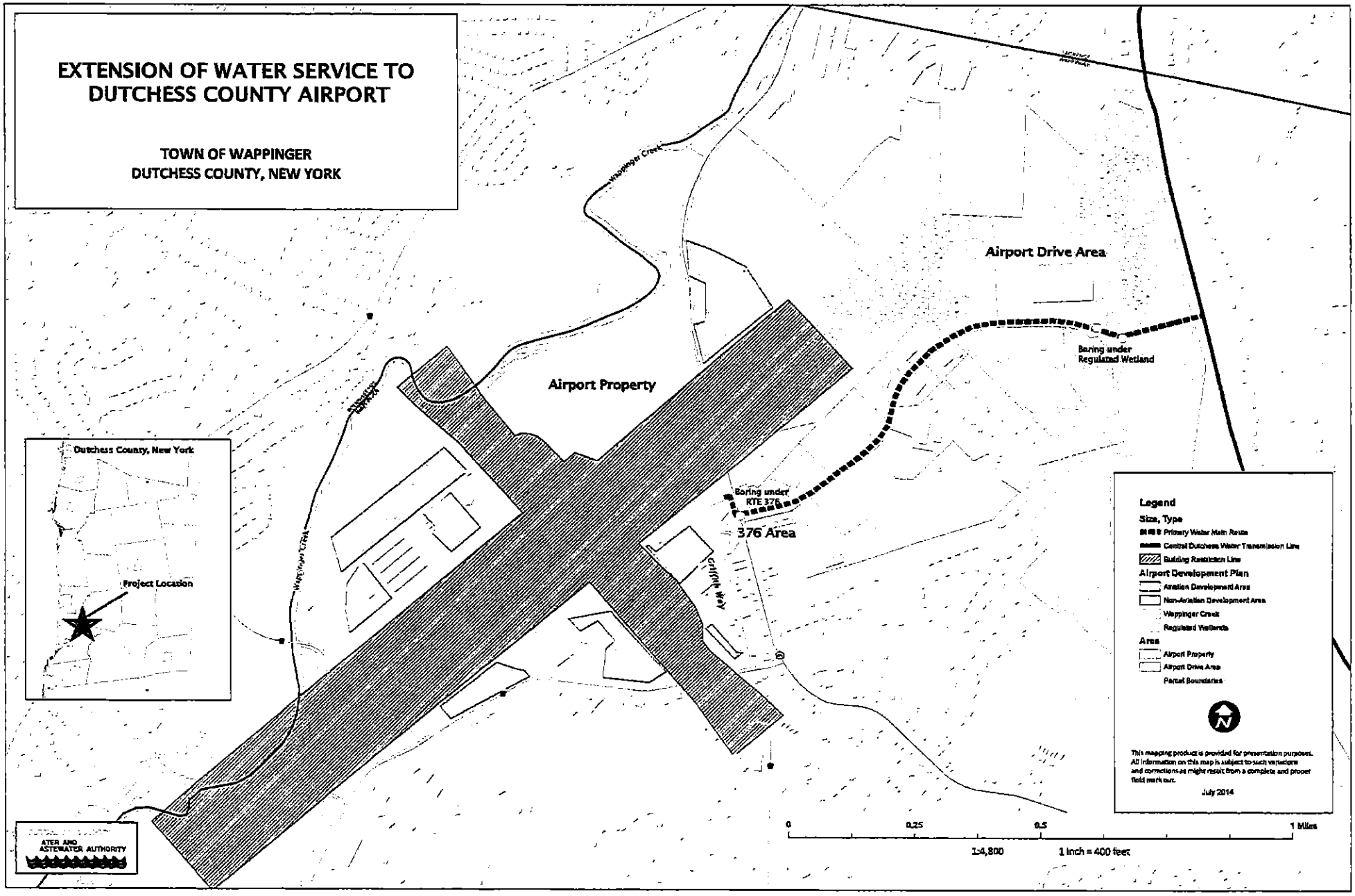
Project Location Map and

Dutchess County Parcel Access Property Cards

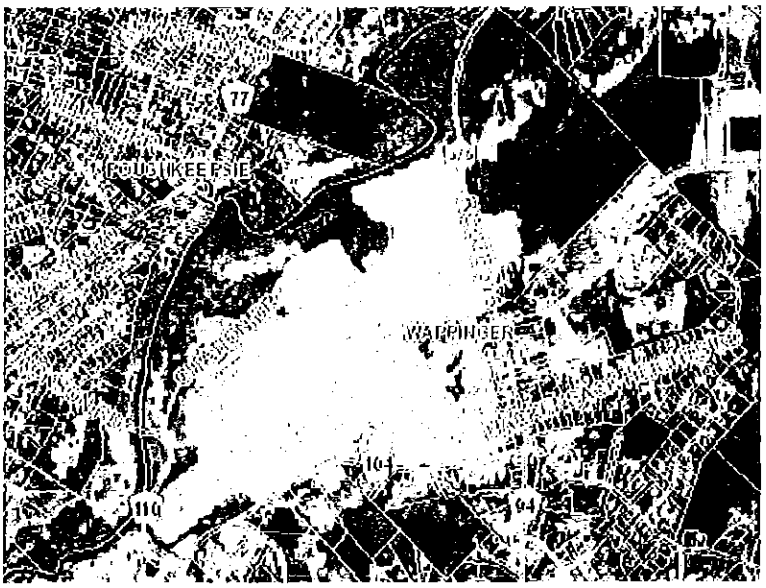
For Involved Properties

EXTENSION OF WATER SERVICE TO DUTCHESS COUNTY AIRPORT

TOWN OF WAPPINGER
DUTCHESS COUNTY, NEW YORK



ParcelAccess



INTRANET

Parcel Grid Identification #:
135689-6259-03-225301-0000
Municipality: Wappinger

Parcel Location
18 Griffith Way

Owner Name
Dutchess County , *(P)*

Primary *(P)* Owner Mail Address
22 Market St
Poughkeepsie NY 126010000

Parcel Details

Size (acres):	510.8 Ac (C)	Land Use Class:	(644) Public Services: Transportation: Air
File Map:		Agri. Dist.:	(0)
File Lot #:		School District:	(135601) Wappinger Falls Central School District
Split Town			

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
$8000000	$10400000	$0	$0	$0	$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	100	$ 10400000

Tent. Roll:	Final. Roll:	Valuation:
5/1/2015	7/1/2015	7/1/2014

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
$0	0	0659	0175	( )	0

Site Information:
Site Number: 1

Water Supply:	Sewer Type:	Desirability:	Zoning Code:	Used As:
(2) Private	(2) Private	(3) Superior	AI	(F01) Truck terminl

Commercial Rental Information:
Site Number: 1
Use Number: 1
Used As: (F01) Truck terminl

Unit Code:	Total Rent Area:	Area 1 Bdrms Apts	Area 2 Bdrms Apts	Area 3 Bdrms Apts
( )	0	0	0	0

Total Units:	No. 1 Bdrms Apts	No. 2 Bdrms Apts	No. 3 Bdrms Apts
0	0	0	0

Site Number: 1
Use Number: 2
Used As: (G03) Body shop

Unit Code:	Total Rent Area:	Area 1 Bdrms Apts	Area 2 Bdrms Apts	Area 3 Bdrms Apts
( )	0	0	0	0

Total Units:	No. 1 Bdrms Apts	No. 2 Bdrms Apts	No. 3 Bdrms Apts
0	0	0	0

Site Number: 1
Use Number: 3
Used As: (E01) Highrise off

Unit Code:	Total Rent Area:	Area 1 Bdrms Apts	Area 2 Bdrms Apts	Area 3 Bdrms Apts
( )	0	0	0	0

Total Units:	No. 1 Bdrms Apts	No. 2 Bdrms Apts	No. 3 Bdrms Apts
0	0	0	0

Site Number: 1
Use Number: 4
Used As: (E01) Highrise off

Unit Code:	Total Rent Area:	Area 1 Bdrms Apts	Area 2 Bdrms Apts	Area 3 Bdrms Apts
( )	0	0	0	0

Total Units:	No. 1 Bdrms Apts	No. 2 Bdrms Apts	No. 3 Bdrms Apts
0	0	0	0

Improvements:

Site Number: 1
Improvement Number: 4

Structure Code:	Dim 1:	Dim 2	Quantity	Year Built
(TK3) Tank-petrolm	0	0	1	1988

Condition:	Grade	Sq. Ft.
(3) Normal	C	202

Site Number: 1
Improvement Number: 1

Structure Code:	Dim 1:	Dim 2	Quantity	Year Built
(CP6) Canpy-w/slab	0	0	1	1960

Condition:	Grade	Sq. Ft.
(2) Fair	C	600

Site Number: 1
Improvement Number: 2

Structure Code:	Dim 1:	Dim 2	Quantity	Year Built
(LP4) Pavng-asphlt	0	0	1	1958

Condition:	Grade	Sq. Ft.
(3) Normal	C	94000

Site Number: 1
Improvement Number: 3

Structure Code:	Dim 1:	Dim 2	Quantity	Year Built
(FC4) Shed-finishd	0	0	1	1958

Condition:	Grade	Sq. Ft.
(3) Normal	C	352

Special District Information:

Special District: 999AM

Primary Units:	Advalorem Value	Spec. Dist. Name:
0	0	Ambulance Town Wide

Special District: GRLTN

Primary Units:	Advalorem Value	Spec. Dist. Name:
0	0	Grinnell Public Lib

Special District: HF03G

Primary Units:	Advalorem Value	Spec. Dist. Name:
0	0	New Hackensack Fire

Exemption Information:
Exemption: 13100

Name:	Amount:	Percent
County Owned	$10400000	0

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Intranet on 1/2/2015. Developed and maintained by OCIS - Dutchess County, NY.

ParcelAccess

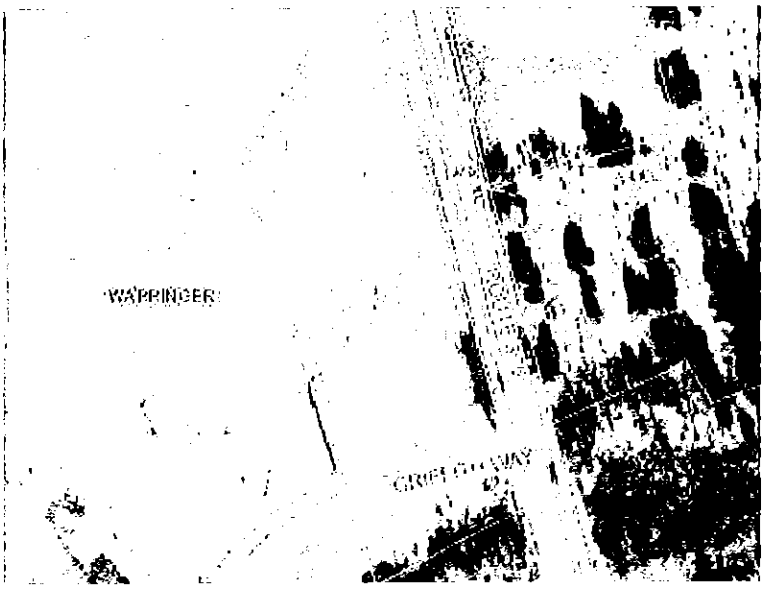
INTRANET

Parcel Grid Identification #:
135669-6259-03-473400-0000
Municipality: Wappinger

Parcel Location
Route 376

Owner Name
County Of Dutchess , *(P)*

Primary *(P)* Owner Mail Address
22 Market St
Poughkeepsie NY 126010000



Parcel Details

Size (acres):	1.61 Ac (D)	Land Use Class:	(311) Vacant Land: Residential: Residential Vacant Land
File Map:	UNFL	Agri. Dist.:	(0)
File Lot #:	SRVY	School District:	(135601) Wappinger Falls Central School District
Split Town			

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
$97400	$97400	$0	$0	$0	$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	8	100	$ 97400

Tent. Roll:	Final. Roll:	Valuation:
5/1/2015	7/1/2015	7/1/2014

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
$0	0	1921	0408	( )	0

Site Information:
Site Number: 1

Water Supply:	Sewer Type:	Desirability:	Zoning Code:	Used As:
(1) None	(1) None	( )	GB	(J03) Parking lot

Improvements:
Site Number: 1
Improvement Number: 1

Structure Code:	Dim 1:	Dim 2	Quantity	Year Built
(LP4) Pavng-asphlt	0	0	1	1982

Condition:	Grade	Sq. Ft.
(3) Normal	C	20000

Special District Information:
Special District: 999AM

Primary Units:	Advalorem Value	Spec. Dist. Name:
0	0	Ambulance Town Wide

Special District: GRLTN

Primary Units:	Advalorem Value	Spec. Dist. Name:
0	0	Grinnell Public Lib

Special District: HF036

Primary Units:	Advalorem Value	Spec. Dist. Name:
0	0	New Hackensack Fire

Exemption Information:

Exemption: 13100

Name:	Amount:	Percent
County Owned	$97400	0

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Intranet on 1/2/2015. Developed and maintained by OCIS - Dutchess County, NY.

ParcelAccess

INTRANET

Parcel Grid Identification #:
135689-6259-04-908414-0000
Municipality: Wappinger

Parcel Location
Airport Dr

Owner Name
Global Satellite LLC , *(P)*

Primary *(P)* Owner Mail Address
25 Corporate Park Dr
Hopewell Junction NY 125330000

Parcel Details

Size (acres):	116.132 Ac (S)	Land Use Class:	(330) Vacant Land Located In Commercial Areas
File Map:	10566	Agri. Dist.:	(0)
File Lot #:	3	School District:	(135601) Wappinger Falls Central School District
Split Town			

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
$895000	$895000	$895000	$895000	$895000	$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	1	100	$ 895000

Tent. Roll:	Final. Roll:	Valuation:
5/1/2015	7/1/2015	7/1/2014

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
$0	6/30/2005 4:51:16 PM	22005	5684	(B)	2

Site Information:
Site Number: 1

Water Supply:	Sewer Type:	Desirability:	Zoning Code:	Used As:
(1) None	(1) None	( )	AI	(Z98) Non-contrib

Special District Information:

Special District: 999AM

Primary Units:	Advalorem Value	Spec. Dist. Name:
0	895000	Ambulance Town Wide

Special District: 999W3

Primary Units:	Advalorem Value	Spec. Dist. Name:
1000	0	Wapp S Trans/Treat#2

Special District: GRLTN

Primary Units:	Advalorem Value	Spec. Dist. Name:
0	895000	Grinnell Public Lib

Special District: HF036

Primary Units:	Advalorem Value	Spec. Dist. Name:
0	895000	New Hackensack Fire

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Intranet on 1/2/2015. Developed and maintained by OCIS - Dutchess County, NY.

Appendix C

Wetland Assessment and Endangered/Threatened Species Review

by Ecological Solutions, LLC

dated November 21, 2014

Ecological Solutions, LLC

Connecticut
1248 Southford Road
Southbury, CT 06488
Phone (203) 910-4716
ecolsol@aol.com

November 21, 2014

Jon D. Bodendorf, P.E.
Hudson Land Design - Professional Engineering, P.C.
174 Main Street
Beacon, NY 12508

Re: Wetland Assessment - Endangered/Threatened Species Review
Proposed DC Water District Zone of Assessment N Project Area
Town of Wappinger, Dutchess County, New York

Dear Jon:

As requested, Ecological Solutions, LLC conducted a federal (US Army Corps of Engineers USACE), State (New York State Department of Environmental Conservation – NYSDEC), and Local - Town of Wappinger wetland assessment in the Proposed DC Water District Zone of Assessment N (Zone N) project area in the Town of Wappinger (*Figure 1*). This assessment was completed to determine potential wetland permits that may be required for impacts based on the assumed waterline installation from the Central Dutchess Water Transmission Line (CDWTL) to the Airport and that horizontal directional drilling is proposed to be used to avoid direct wetland/stream impacts (as well as to get across NYS Rte. 376).

The wetland assessment performed in the project area was completed in accordance with the Routine Delineation Method outlined in the *Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1*[1] *and recent supplement*, the New York State Department of Environmental Conservation (NYSDEC) Article 24 Freshwater Wetland Regulations, and Town of Wappinger Local wetland law - Chapter 137. The data review for this assessment included review of the NYSDEC Freshwater Wetland Maps for previously identified wetlands and NYSDEC Stream classification mapping (*Figure 2 and 3*). The wetland check zone is not a regulated area but rather a 500 foot area for review.

NYSDEC Article 15 protected waters were also identified in the project corridor and include a Class B, Class B(t), and Class C(t) regulated watercourses. The proposed project will cross a Class B and B(t) watercourse. The assessment included a review of published data and some minor field investigations and sampling. Federal wetlands were assessed based upon the identification of the three mandatory criteria for wetland determination as outlined in the 1987 Federal Manual: dominant hydrophytic vegetation, hydric soils, and evidence of wetland hydrology. NYSDEC wetland PV-51 and PV-67 were identified in the same manner.

[1] *(U.S. Army Corps of Engineers Environmental Laboratory, 1987) (1987 Federal Manual)*

The Federal wetlands observed in the area do not have a regulated buffer. Both the NYSDEC and Local Wappinger regulated wetlands possess a regulated 100 foot Adjacent Area or buffer. All of the observed wetlands in the area are regulated by the USACE and Town of Wappinger with the NYSDEC taking jurisdiction of wetlands that are greater than 12.4 acres in size. Proposed activities with the NYSDEC and Town wetlands or regulated adjacent areas will require a permit from the NYSDEC and Town. The proposed activities may not require a permit from the USACE depending on the activity. Impacts to bed/banks of the watercourses in the area require an Article 15 Protection of Waters Permit from the NYSDEC as well as the Town and potentially the USACE. It is anticipated that at a minimum a NYSDEC Article 24 Freshwater wetland permit and Local Town wetland permit will be required for impacts to wetland buffer areas including buffer areas that extend into or across existing roadways such as Airport Drive. However this can not be ascertained without a wetland delineation in the area of the proposed project corridor to determine the regulated area. The mapping reviewed gives only a general location of State and Federal wetlands and is not accurate enough to determine wetland boundaries and buffers. It appears that the project would not require notification to the USACE under Nationwide Permit #12 for the installation of Utility Lines. This may change based on the project details.

In addition to wetland review, a cursory habitat review was completed for known federal and state listed species that occur in Dutchess County. A review of the US Fish and Wildlife Service (USFWS) list of threatened and endangered species is included (*Figure 4*). The life history of five federally listed or proposed to be listed species including the dwarf wedgemussel (*Alasmidonta heterodon*), New England cottontail (*Sylvilagus transitionalis*), Indiana bat (*Myotis sodalis*), Northern long-eared bat (*Myotis septentrionalis*), and bog turtle (*Glyptemys muhlenbergii*) are reviewed below. These species are consistent with the NYSDEC database for the area. Potential habitat exists in the area for all the species except the bog turtle. The NYSDEC requires an Article 11 Takings Permit for unavoidable impacts to threatened or endangered species. A full habitat assessment and impact analysis is required to determine if this permit will be required especially if an Article 24 or Article 15 permit is required. Habitat assessments can occur at any time of year as long as there is no significant snow cover.

Dwarf Wedgemussel

The dwarf wedge mussel is a small freshwater mussel that rarely exceeds 1.5 inches (38 mm) in length. It is brown or yellowish-brown in color. Adult mussels are filter-feeders, feeding on algae and other small suspended particles. They spend most of their time buried almost completely in the bottom of streams and rivers. Typical habitat for this mussel includes running waters of all sizes, from small brooks to large rivers. Bottom substrates include silt, sand and gravel, which may be distributed in relatively small patches behind larger cobbles and boulders. The river velocity is usually slow to moderate. Dwarf wedge mussels appear to select or are at least tolerant of relatively low levels of calcium in the water.

Conclusion - There is potential habitat located only within the watercourses in the project area. If there are no impacts to the bed or banks of a watercourse then there is no potential direct impact and no mitigation necessary.

New England Cottontail

The New England cottontail (*Sylvilagus transitionalis*) is a medium-large sized cottontail rabbit that may reach 1,000 grams (2.2 pounds) in weight. Sometimes called the gray rabbit, brush rabbit, wood hare or cooney, it can usually be distinguished from the sympatric eastern cottontail and snowshoe hare (Lepus americanus) by several features. In general, the New England cottontail can be distinguished by its shorter ear length, slightly smaller body size, presence of a black spot between the ears, absence of a white spot on the forehead, and a black line on the anterior edge of the ears. The New England cottontail, like all cottontails, is short lived and reproduces at an early age with some juveniles probably breeding their first season. Litter size is typically five young (range 3-8) and females, which provide little parental care, may have 2-3 litters per year. New England cottontails occupy native shrub lands associated with sandy soils or wetlands and regenerating forests associated with small scale disturbances that set back forest succession. New England cottontails are considered habitat specialists, in so far as they are dependent upon these early-successional habitats, frequently described as thickets.

Conclusion - There is potential habitat in the project area. If a habitat suitability assessment indicates that there are no impacts to potential habitat then no mitigation is necessary.

Indiana bats

The Indiana bat typically hibernates in caves/mines in the winter and roosts under bark or in tree crevices in the spring, summer, and fall. Suitable potential summer roosting habitat is characterized by trees (dead, dying, or alive) or snags with exfoliating or defoliating bark, or containing cracks or crevices that could potentially be used by Indiana bats as a roost. The minimum diameter of roost trees observed to date is 2.5 inches for males and 4.3 inches for females. However, maternity colonies generally use trees greater than or equal to 9 inches dbh. Overall, roost tree structure appears to be more important to Indiana bats than a particular tree species or habitat type. Females appear to be more habitat specific than males presumably because of the warmer temperature requirements associated with gestation and rearing of young. As a result, they are generally found at lower elevations than males may be found. Roosts are warmed by direct exposure to solar radiation, thus trees exposed to extended periods of direct sunlight are preferred over those in shaded areas. However, shaded roosts may be preferred in very hot conditions. As larger trees afford a greater thermal mass for heat retention, they appear to be preferred over smaller trees.

Streams associated with floodplain forests, and impounded water bodies (ponds, wetlands, reservoirs, etc.) where abundant supplies of flying insects are likely found provide preferred foraging habitat for Indiana bats, some of which may fly up to 2-5 miles from upland roosts on a regular basis. Indiana bats also forage within the canopy of upland forests, over clearings with early successional vegetation (*e.g.*, old fields), along the borders of croplands, along wooded fencerows, and over farm ponds in pastures (Service 2007). While Indiana bats appear to forage in a wide variety of habitats, they seem to tend to stay fairly close to tree cover.

Conclusion - There is potential habitat in the project area. If a habitat suitability assessment indicates that there are no impacts to potential habitat then no mitigation is necessary.

Northern long-eared bat

Winter Habitat: Same as the Indiana bat northern long-eared bats spend winter hibernating in caves and mines, called hibernacula. They typically use large caves or mines with large passages and entrances; constant temperatures; and high humidity with no air currents. Specific areas where they hibernate have very high humidity, so much so that droplets of water are often seen on their fur. Within hibernacula, surveyors find them in small crevices or cracks, often with only the nose and ears visible.

Summer Habitat: During summer, northern long-eared bats roost singly or in colonies underneath bark, in cavities, or in crevices of both live and dead trees. Males and non-reproductive females may also roost in cooler places, like caves and mines. This bat seems opportunistic in selecting roosts, using tree species based on suitability to retain bark or provide cavities or crevices. It has also been found, rarely, roosting in structures like barns and sheds.

Feeding Habits: Northern long-eared bats emerge at dusk to fly through the understory of forested hillsides and ridges feeding on moths, flies, leafhoppers, caddis flies, and beetles, which they catch while in flight using echolocation. This bat also feeds by gleaning motionless insects from vegetation and water surfaces.

Conclusion - There is potential habitat in the project area. If a habitat suitability assessment indicates that there are no impacts to potential habitat then no mitigation is necessary.

Bog turtle

According to the U.S. Fish and Wildlife Service, in the 2001 Bog Turtle (*Clemmys muhlenbergii*), Northern Population Recovery Plan. Hadley, Massachusetts. 103 pp. last revised on April 13, 2006 bog turtle habitat is recognized by the following three criteria:

1. **Suitable hydrology**. Bog turtle wetlands are typically spring-fed with shallow surface water or saturated soils present year-round, although in summer the wet area(s) may be restricted to near spring head(s). Typically these wetlands are interspersed with dry and wet pockets. There is often subsurface flow. In addition, shallow rivulets (less than 4 inches deep) or pseudo-rivulets are often present.

2. **Suitable soils**. Usually a bottom substrate of permanently saturated organic or mineral soils. These are often soft, mucky-like soils (this does not refer to a technical soil type); you will usually sink to your ankles (3-5 inches) or deeper in muck, although in degraded wetlands or summers of dry years this may be limited to areas near spring heads or drainage ditches. In some portions of the species' range, the soft substrate consists of scattered pockets of peat instead of muck.

3. **Suitable vegetation.** Dominant vegetation of low grasses and sedges (in emergent wetlands), often with a scrub-shrub wetland component. Common emergent vegetation includes,

but is not limited to: tussock sedge (*Carex stricta*), soft rush (*Juncus effusus*), rice cut grass (*Leersia oryzoides*), sensitive fern (*Onoclea sensibilis*), tearthumbs (*Polygonum spp.*), jewelweeds (*Impatiens spp.*), arrowheads (*Saggitaria spp.*), skunk cabbage (*Symplocarpus foetidus*), panic grasses (*Panicum spp.*), other sedges (*Carex spp.*), spike rushes (*Eleocharis spp.*), grass-of-Parnassus (*Parnassia glauca*), shrubby cinquefoil (*Desiphora fruticosa*), sweet-flag (*Acorus calamus*), and in disturbed sites, reed canary grass (*Phalaris arundinacea*) or purple loosestrife (*Lythrum salicaria*). Common scrub-shrub species include alder (*Alnus spp.*), red maple (*Acer rubrum*), willow (*Salix spp.*), tamarack (*Larix laricina*), and in disturbed sites, multiflora rose (*Rosa multiflora*). Some forested wetland habitats are suitable given hydrology, soils and/or historic land use. These forested wetlands include red maple, tamarack, and cedar swamps.

Conclusion - There is no potential habitat in the project area therefore no further evaluation is necessary.

If you need additional information please call me at 203-910-4716.

Sincerely,

Michael Nowicki
Biologist

Figure 1 Vicinity Map

Figure 2 NYSDEC Wetland/Watercourse Map

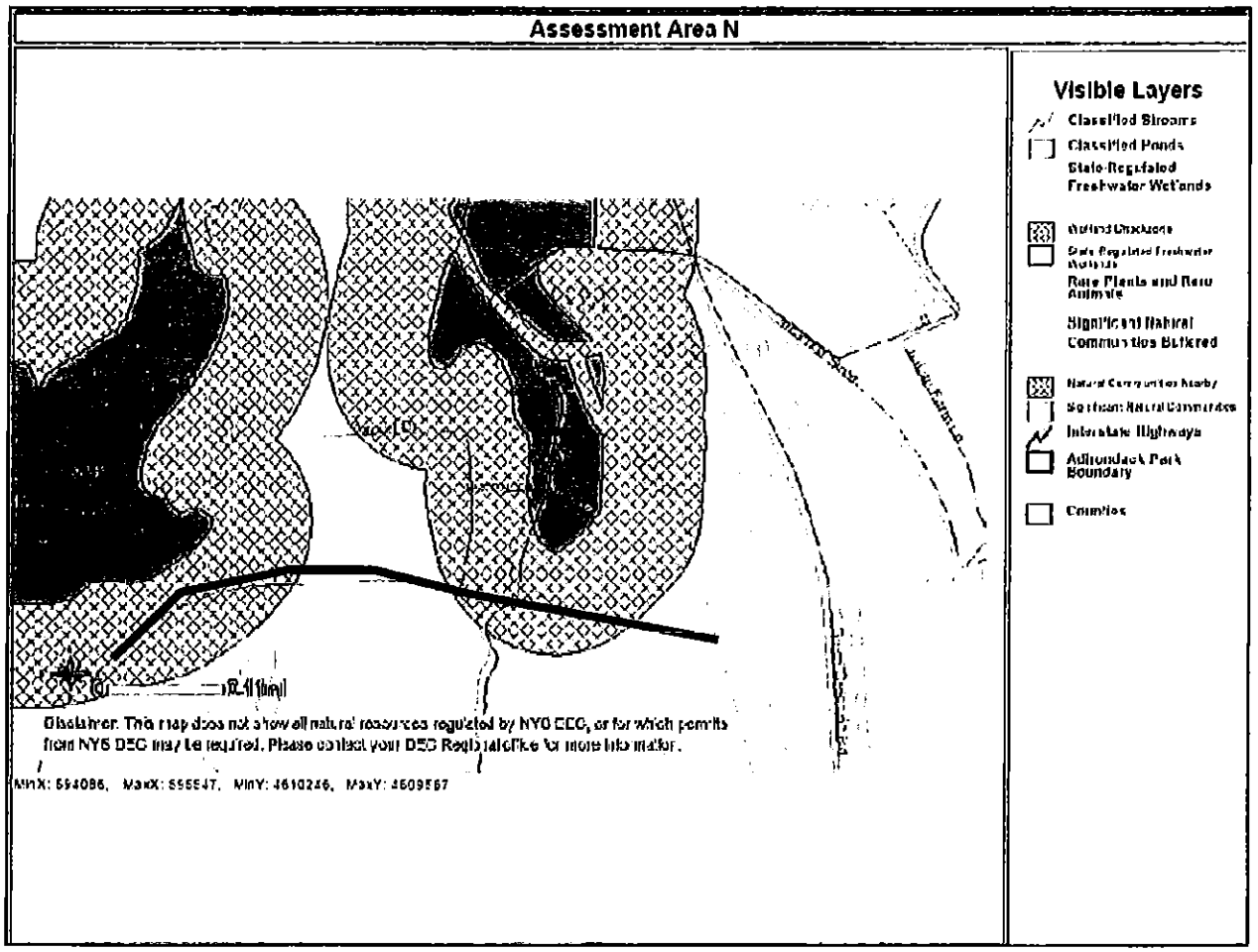


Figure 3 NYSDEC Wetland/Watercourse Map

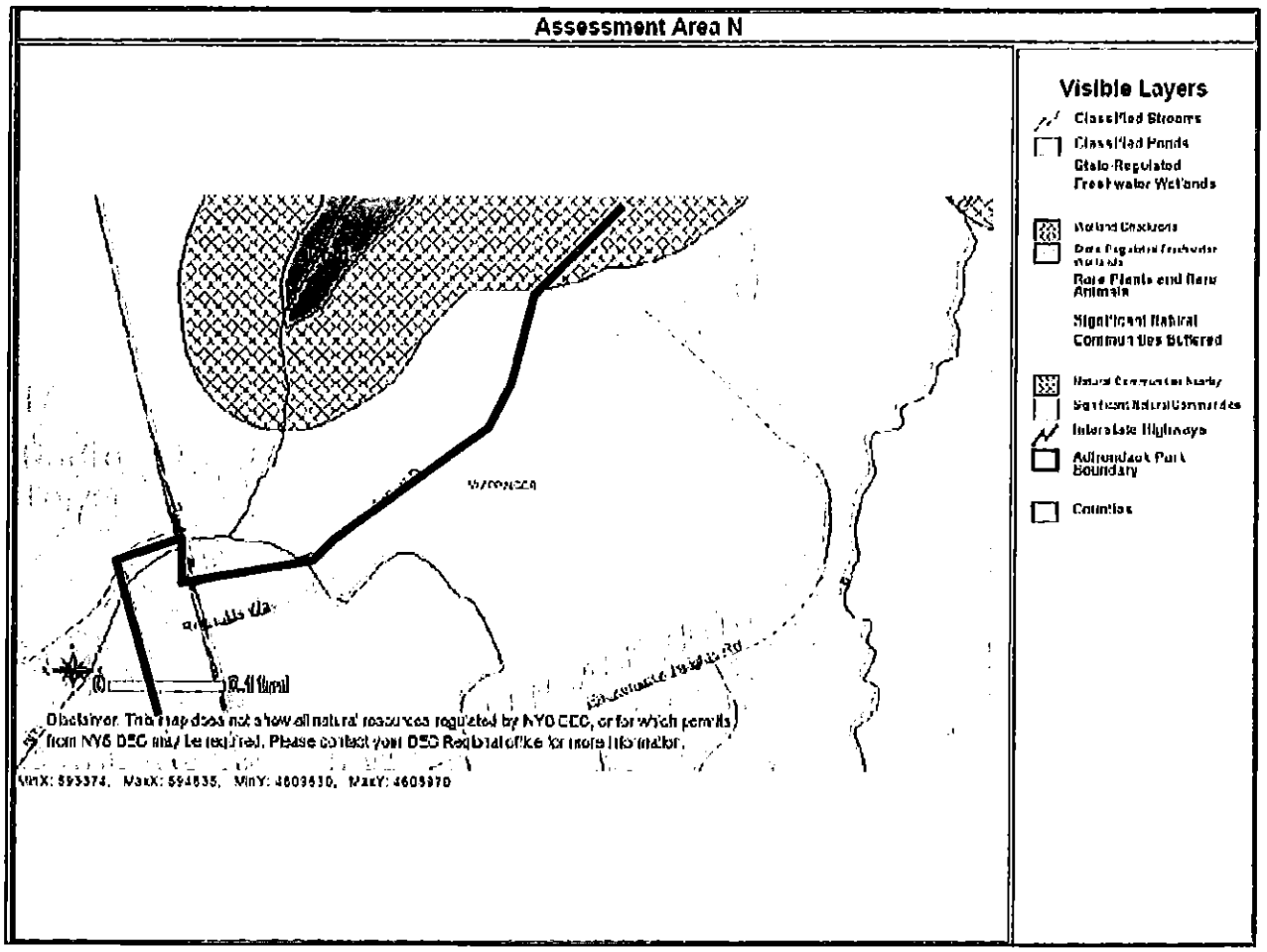


Figure 4 USFWS List

Group	Name
Clams	Dwarf wedgemussel
Mammals	Indiana bat (Myotis sodalis)
Mammals	New England cottontail rabbit
Mammals	Northern Long-Eared Bat
Reptiles	Bog (=Muhlenberg) turtle

U.S. Fish and Wildlife Service

Trust Resources List

This resource list is to be used for planning purposes only — it is not an official species list.

Endangered Species Act species list information for your project is available online and listed below for the following FWS Field Offices:

New York Ecological Services Field Office
3817 LUKER ROAD
CORTLAND, NY 13045
(607) 753-9334
http://www.fws.gov/northeast/nyfo/es/section7.htm

Project Name:

Assessment Area N

Project Counties:

Dutchess, NY

Project Type:

Wastewater Pipeline

Endangered Species Act Species List (USFWS Endangered Species Program).

There are a total of 5 threatened, endangered, or candidate species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fishes may appear on the species list because a project could cause downstream effects on the species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section below for critical habitat that lies within your project area. Please contact the designated FWS office if you have questions.

Species that should be considered in an effects analysis for your project:

Clams	Status		Has Critical Habitat	Contact

Dwarf wedgemussel (*Alasmidonta heterodon*) Population: Entire	Endangered	species info		New York Ecological Services Field Office
Mammals				
Indiana bat (*Myotis sodalis*) Population: Entire	Endangered	species info		New York Ecological Services Field Office
New England Cottontail rabbit (*Sylvilagus transitionalis*)	Candidate	species info		New York Ecological Services Field Office
northern long-eared Bat (*Myotis septentrionalis*) Population:	Proposed Endangered	species info		New York Ecological Services Field Office
Reptiles				
Bog Turtle (*Clemmys muhlenbergii*) Population: northern	Threatened	species info		New York Ecological Services Field Office

Critical habitats within your project area:

There are no critical habitats within your project area.

FWS National Wildlife Refuges (USFWS National Wildlife Refuges Program).

There are no refuges found within the vicinity of your project.

FWS Migratory Birds (USFWS Migratory Bird Program).

The protection of birds is regulated by the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA). Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. For more information regarding these Acts see: http://www.fws.gov/migratorybirds/RegulationsandPolicies.html.

U.S. Fish and Wildlife Service

Trust Resources List

All project proponents are responsible for complying with the appropriate regulations protecting birds when planning and developing a project. To meet these conservation obligations, proponents should identify potential or existing project-related impacts to migratory birds and their habitat and develop and implement conservation measures that avoid, minimize, or compensate for these impacts. The Service's Birds of Conservation Concern (2008) report identifies species, subspecies, and populations of all migratory nongame birds that, without additional conservation actions, are likely to become listed under the Endangered Species Act as amended (16 U.S.C 1531 et seq.).

For information about Birds of Conservation Concern, go to:
http://www.fws.gov/migratorybirds/CurrentBirdIssues/Management/BCC.html.

To search and view summaries of year-round bird occurrence data within your project area, go to the Avian Knowledge Network Histogram Tool links in the Bird Conservation Tools section at: http://www.fws.gov/migratorybirds/CCMB2.htm.

For information about conservation measures that help avoid or minimize impacts to birds, please visit:
http://www.fws.gov/migratorybirds/CCMB2.htm.

Migratory birds of concern that may be affected by your project:
There are **21** birds on your Migratory birds of concern list. The underlying data layers used to generate the migratory bird list of concern will continue to be updated regularly as new and better information is obtained. User feedback is one method of identifying any needed improvements. Therefore, users are encouraged to submit comments about any questions regarding species ranges (e.g., a bird on the USFWS BCC list you know does not occur in the specified location appears on the list, or a BCC species that you know does occur there is not appearing on the list). Comments should be sent to the ECOS Help Desk.

Species Name	Bird of Conservation Concern (BCC)	Species Profile	Seasonal Occurrence in Project Area
American bittern (*Botaurus lentiginosus*)	Yes	species info	Breeding
Bald eagle (*Haliaeetus leucocephalus*)	Yes	species info	Year-round
Black-billed Cuckoo (*Coccyzus erythropthalmus*)	Yes	species info	Breeding
Black-crowned Night-Heron (*Nycticorax nycticorax*)	Yes	species info	Breeding
Blue-winged Warbler (*Vermivora pinus*)	Yes	species info	Breeding

Canada Warbler (*Wilsonia canadensis*)	Yes	species info	Breeding
cerulean warbler (*Dendroica cerulea*)	Yes	species info	Breeding
Fox Sparrow (*Passerella iliaca*)	Yes	species info	Wintering
Golden-Winged Warbler (*Vermivora chrysoptera*)	Yes	species info	Breeding
Least Bittern (*Ixobrychus exilis*)	Yes	species info	Breeding
Louisiana Waterthrush (*Parkesia motacilla*)	Yes	species info	Breeding
Peregrine Falcon (*Falco peregrinus*)	Yes	species info	Breeding
Pied-billed Grebe (*Podilymbus podiceps*)	Yes	species info	Year-round, Breeding
Prairie Warbler (*Dendroica discolor*)	Yes	species info	Breeding
Purple Sandpiper (*Calidris maritima*)	Yes	species info	Wintering
Red-headed Woodpecker (*Melanerpes erythrocephalus*)	Yes	species info	Breeding
Rusty Blackbird (*Euphagus carolinus*)	Yes	species info	Wintering
Short-eared Owl (*Asio flammeus*)	Yes	species info	Wintering
Upland Sandpiper (*Bartramia longicauda*)	Yes	species info	Breeding
Wood Thrush (*Hylocichla mustelina*)	Yes	species info	Breeding
Worm eating Warbler (*Helmitheros vermivorum*)	Yes	species info	Breeding

NWI Wetlands (USFWS National Wetlands Inventory).

The U.S. Fish and Wildlife Service is the principal Federal agency that provides information on the extent and status of wetlands in the U.S., via the National Wetlands Inventory Program (NWI). In addition to impacts to wetlands within your immediate project area, wetlands outside of your project area may need to be considered in any evaluation of project impacts, due to the hydrologic nature of wetlands (for example, project activities may affect local hydrology within, and outside of, your immediate project area). It may be helpful to refer to

the USFWS National Wetland Inventory website. The designated FWS office can also assist you. Impacts to wetlands and other aquatic habitats from your project may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal Statutes. Project Proponents should discuss the relationship of these requirements to their project with the Regulatory Program of the appropriate U.S. Army Corps of Engineers District.

Data Limitations, Exclusions and Precautions
The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery and/or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Exclusions - Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Precautions - Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

IPaC is unable to display wetland information at this time.

Appendix D

NYSDEC Spills Incident and

Environmental Site Remediation Records

NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 9005063

Spill Date/Time

Spill Date: 07/25/1990 **Spill Time:** 08:50:00 PM
Call Received Date: 08/07/1990 **Call Received Time:** 03:00:00 PM

Location

Spill Name: DUTCHESS CO. AIRPORT
Address: NEW HACKENSACK ROAD
City: WAPPINGERS FALLS **County:** DUTCHESS

Spill Description

Material Spilled	Amount Spilled	Resource Affected
WASTEWATER	UNKNOWN	Soil
UNKNOWN PETROLEUM	20.00 Gal.	Soil

Cause: Equipment Failure
Source: Tank Truck
Waterbody:
PBS #: 3-029548

Record Close

Date Spill Closed: 08/13/1990
"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the Regional Office where the incident occurred.

Return To Results

Refine This Search

NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 9306122

Spill Date/Time

Spill Date: 08/18/1993 **Spill Time:** 11:45:00 AM
Call Received Date: 08/18/1993 **Call Received Time:** 01:27:00 PM

Location

Spill Name: DUT. CO. AIRPORT
Address: NEW HACKENSACK ROAD
City: WAPPINGERS FALLS **County:** DUTCHESS

Spill Description

Material Spilled	Amount Spilled	Resource Affected
Gasoline	UNKNOWN	Groundwater

Cause: Unknown
Source: Institutional, Educational, Gov., Other
Waterbody:
PBS #: 3-029548

Record Close

Date Spill Closed: 11/06/2002
"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the Regional Office where the incident occurred.

Return To Results

Refine This Search

NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 9306462

Spill Date/Time

Spill Date: 08/25/1993 **Spill Time:** 12:00:00 PM
Call Received Date: 08/26/1993 **Call Received Time:** 11:05:00 AM

Location

Spill Name: CHGE:MINERAL SPIRT
Address: 500 AIRPORT DRIVE
City: WAPPINGERS FALLS **County:** DUTCHESS

Spill Description

Material Spilled	Amount Spilled	Resource Affected
Diesel	20.00 Gal.	Soil

Cause: Tank Overfill
Source: Commercial/Industrial
Waterbody:
PBS #: 3-600485

Record Close

Date Spill Closed: 08/26/1993
"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the Regional Office where the incident occurred.

Return To Results

Refine This Search

NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 9900257

Spill Date/Time

Spill Date: 04/06/1999 **Spill Time:** 01:00:00 PM
Call Received Date: 04/07/1999 **Call Received Time:** 11:38:00 AM

Location

Spill Name: D.C. AIR PORT
Address: NEW HACKENSACK ROAD
City: WAPPINGERS FALLS **County:** DUTCHESS

Spill Description

Material Spilled	Amount Spilled	Resource Affected
UNKNOWN PETROLEUM	UNKNOWN	Groundwater

Cause: Tank Failure
Source: Commercial Vehicle
Waterbody:
PBS #: 3-029548

Record Close

Date Spill Closed: 11/06/2002
"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the Regional Office where the incident occurred.

Return To Results

Refine This Search

NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Spill Incidents Database Search Details

Spill Record

Administrative Information

DEC Region: 3
Spill Number: 9914071

Spill Date/Time

Spill Date: 03/14/2000 **Spill Time:** 03:50:00 AM
Call Received Date: 03/14/2000 **Call Received Time:** 04:23:00 AM

Location

Spill Name: CHEP USA
Address: 500 AIRPORT DRIVE
City: WAPPINGERS FALLS **County:** DUTCHESS

Spill Description

Material Spilled	Amount Spilled	Resource Affected
Diesel	80.00 Gal.	Soil

Cause: Equipment Failure
Source: Commercial Vehicle
Waterbody:
PBS #: 3-600485

Record Close

Date Spill Closed: 03/14/2000

"Date Spill Closed" means the date the spill case was closed by the case manager in the Department of Environmental Conservation (the Department). The spill case was closed because either; a) the records and data submitted indicate that the necessary cleanup and removal actions have been completed and no further remedial activities are necessary, or b) the case was closed for administrative reasons (e.g., multiple reports of a single spill consolidated into a single spill number). The Department however reserves the right to require additional remedial work in relation to the spill, if in the future it determines that further action is necessary.

If you have questions about this reported incident, please contact the Regional Office where the incident occurred.

Return To Results

Refine This Search

NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Dutchess County Airport Hangar Facility
Site Code: 314078
Program: State Superfund Program
Classification: 04
EPA ID Number:

Location

DEC Region: 3
Address: Route 104
City: Wappingers Falls Zip: 12602
County:DUTCHESS
Latitude: 41.626389840
Longitude: -73.877083350
Site Type:
Estimated Size: 4.000 Acres

Site Owner(s) and Operator(s)

Owner(s) during disposal: Dutchess County Airport

Hazardous Waste Disposal Period

From: unknown **To:** unknown

Site Description

Location: The 4-acre site is located on the southeastern portion of the Dutchess County Airport in the Town of Wappinger, Dutchess County. The approach to the site is through an airport

service road (Griffith Way)off Route 376. Site Features: This site consists of the former IBM hangar facility (Former Building B593) located at the Dutchess County Airport along with a separate building for the storage of jet fuel. The hangar was and is currently used for storage of and maintenance of Associated Aircraft Group helicopters, a subsidiary of Sikorsky. The site is fenced with restricted access, and consists of mainly grass and asphalt covered areas, with a pond area to the northwest. Surrounding Uses: Residential and commercial properties are adjacent to the Airport along Route 376. To the south of the facility, and adjacent to it, is the former Flagship Airlines site which is on the Registry of Inactive Hazardous Waste Disposal Sites as site ID No. 314101 and is also now used by Associated Aircraft Group. Historical Sources of Contamination: The contamination was attributed to the release of spent solvents, through the floor drain and overflow of a septic system. Solvents were and currenlty are still being used in routine aircraft maintenance at the hangar. Investigations/Actions Completed to Date: A series of investigations and remedial actions were conducted by IBM during 1981 to 1992. The septic tank contents have been removed and the discharge/leach field system has been altered. In addition, an above-ground industrial waste storage tank, two underground industrial waste storage tanks and several other abandoned tanks at the site have been removed. The known source areas for the contamination at this site have been remediated. Site Geology and Hydrogeology: Depth to groundwater varies across the site from 5-10 feet below ground surface. Groundwater direction is to the north, towards the pond area. The overburden consists of sand, silt and clay. The deeper portions of the site consist of sand and gravel layer. There is a vertical-downward direction of shallow groundwater towards this deeper sand and gravel layer.

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

Project Completion Dates

Contaminants of Concern (Including Materials Disposed)

Type of Waste	Quantity of Waste
1,1,1-TRICHLOROETHANE	UNKNOWN
NAPHTHALENE	UNKNOWN
TETRACHLOROETHYLENE (PCE)	UNKNOWN

Site Environmental Assessment

Based on investigations carried out in the 1980's, the contaminants of concern in groundwater are the volatile organic compounds (VOCs)1,1-Dichloroethane (1,1-DCA), 1,1,1-Trichloroethane(TCA), Toulene, and Vinyl Chloride (VC). The source area at this site was suspected to be an 6,000 gallon septic tank, and a leach field into the shallow sand layer. The septic tank was removed in 1983 and the VOCs that were entering the leach field have been diverted. Mitigation of soil vapor contamination beneath the footprint of the main building is also required based on a 2009 soil vapor intrusion investigation which revealed concentrations of VOCs impacting on-site sub-slab soil vapor and indoor air. The detection of trichloroethene (TCE)at 97 micrograms per cubic meter (ug/m3), 1,1,1 TCA at 130 ug/m3 and tetrachloroethene (PCE) at 1200 ug/m3 in sub-slab soil vapor indicate a potential for soil vapor intrusion to occur. The Janaury 2011 Supplemental Investigation of shallow groundwater on the northeastern side of the building revealed concentrations 1,1-dichloroethane with the highest concentration of 5.5 micrograms per liter (ug/L). Benezene, toulene, ethylbenzene, and xylene (BTEX)totals did not exceed the groundwater standard of 5 ug/L.

Site Health Assessment

Groundwater at the site is contaminated with volatile organic compounds. One private drinking water supply well on IBM leased property contained a trace level of 1,1,1-trichloroethane in May 1994. The water from this well is treated and monitored. The employees of other on-site facilities use bottled water for drinking water purposes. A public drinking water supply well approximately 600 feet northeast of the site has not been affected by site related contamination. Groundwater sampling at this site and the neighboring Flagship Airlines Hangar site (314101) will help determine groundwater flow direction in the area and assist in the evaluation for the potential for soil vapor intrusion onsite.

For more Information: E-mail Us

Refine This Search

NEW YORK STATE
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Environmental Site Remediation Database Search Details

Site Record

Administrative Information

Site Name: Flagship Airlines Hangar
Site Code: 314101
Program: State Superfund Program
Classification: 02
EPA ID Number:

Location

DEC Region: 3
Address: Dutchess County Airport Service Road
City:WAPPINGER Zip: 12601
County:DUTCHESS
Latitude: 41.626090723
Longitude: -73.876751268
Site Type: STRUCTURE
Estimated Size: 2.500 Acres

Site Owner(s) and Operator(s)

Current Owner Name: Dutchess County
Current Owner(s) Address: 22 Market Street
Poughkeepsie,NY, 12601
Owner(s) during disposal: COMMAND AIRWAYS, FLAGSHIP AIRLINES
Current On-Site Operator: Associated Aircraft Group (AAG) Inc.
Stated Operator(s) Address: Dutchess County Airport
Wappingers Falls,NY 12590

Hazardous Waste Disposal Period

From: unknown **To:** unknown

Site Description

Location: The 2.5-acre site is located on the southeastern portion of the Dutchess County Airport in the Town of Wappinger, Dutchess County. The approach to the site is through the Dutchess County Airport Service Road (Griffith Way) off Route 376 or New Hackensack Road. Site Features: This site consists of a 15,000 square foot hangar formerly occupied by Flagship Airlines, Inc. (aka Command Airways/American Eagle Airlines, Inc., and eventually acquired by American Airlines). The hangar is currently used for storage and maintenance by the current tenant. The site is fenced with restricted access, and consists of mainly grass and asphalt covered areas. Current Zoning and Land Use: The site is part of an active commercial airport, owned and operated by Dutchess County. The sites current tenant is Associated Aircraft Group (AAG) helicopters, a subsidiary of Sikorsky. Residential and commercial properties are adjacent to the airport complex along Route 376. To the north of the facility and adjacent to it, is the former IBM Hangar (Site No. 314078), which is also used by AAG. Past Use of the Site: In 1988, groundwater contamination was discovered from the release of spent solvents from storage tank leaks and overflows. These chlorinated solvents were detected during the investigation of a leaking heating oil tank at the facility. The facility was used for washing aircraft and maintenance work that required the use of jet fuel, heating oil and solvents. Site Geology and Hydrogeology: Depth to groundwater varies across the site from 2 to 6 feet (ft) below ground surface (bgs). The site's soil consists of sand, silt, clay, glacial till and shallow bedrock. The depth to bedrock was encountered at 38 ft and 60 ft bgs. Groundwater appears to flow northwest towards the Former IBM Hangar, Site No. 314078.

Summary of Project Completion Dates

Projects associated with this site are listed in the Project Completion Dates table and are grouped by Operable Unit (OU). A site can be divided into a number of operable units depending on the complexity of the site and the number of issues associated with a site. Sites are often divided into operable units based on the media to be addressed (such as groundwater or contaminated soil), geographic area, or other factors.

Project Completion Dates

Contaminants of Concern (Including Materials Disposed)

Type of Waste	Quantity of Waste
TETRACHLOROETHYLENE (PCE)	UNKNOWN
1,1,1-TRICHLOROETHANE	UNKNOWN

NAPHTHALENE UNKNOWN

Site Environmental Assessment

Nature and Extent of Contamination: Remediation at the Site was completed with the shutdown of the air sparging and soil vapor extraction system in 2007 and the removal of soil associated with a gravel bed and french drain in 2003. Currently, groundwater and soil vapor are monitored for Tetrachloroethene (PCE), 1,1,1 Trichloroethane (1,1,1 TCA), Dichloroethane (DCA), and Naphthalene. Soil - In December 1996, PCE was detected at 0.2 parts per million (ppm) 8 to 12 feet and naphthalene was detected at 5.5 ppm, in the subsurface soils at 4 to 8 feet. Neither one exceeded their corresponding unrestricted SGCs of 1.3 ppm and 12 ppm. Groundwater - As of March 2011, none of the contaminants of concern are detectable in groundwater. Soil Vapor - As of March 2011, PCE was detected up to 570 micrograms per cubic meter (ug/m3), 1,1,1 TCA up to 40 ug/m3, DCA up to 1.7 ug/m3, and Trichloroethene up to 2.2 ug/m3.

Site Health Assessment

Since the site is fenced and covered by asphalt or concrete, people will not come into contact with site?related soil and groundwater contamination unless they dig below the surface. Contaminated groundwater at the site is not used for drinking or other purposes and the site is served by a public water supply that obtains water from a different source not affected by this contamination. Volatile organic compounds in the groundwater may move into the soil vapor (air spaces within the soil), which in turn may move into overlying buildings and affect the indoor air quality. This process, which is similar to the movement of radon gas from the subsurface into the indoor air of buildings, is referred to as soil vapor intrusion. The potential exists for site contaminants to impact indoor air via soil vapor intrusion; however, indoor air monitoring indicates that indoor air quality has not been impacted. Environmental sampling indicates that soil vapor intrusion is not a concern for off-site buildings.

For more Information: E-mail Us

Refine This Search

Appendix E

Extension Of Water Service To Dutchess County Airport Proposed DC Water District Zone of Assessment N

Phase 1A Literature Review and Sensitivity Analysis

by CITY/SCAPE: Cultural Resource Consultants

dated November, 2014.

Extension Of Water Service To Dutchess County Airport
Proposed DC Water District Zone of Assessment N

Phase 1A Literature Review and Sensitivity Analysis

Griffith Way, New Hackensack Road and Airport Drive
Town of Wappinger. Dutchess County, New York.

Prepared for:

Hudson Land Design
174 Main Street
Beacon, NY 12508

By:

CITY/SCAPE: Cultural Resource Consultants
166 Hillair Circle
White Plains NY 10605

November 2014

EXTENSION OF WATER SERVICE TO DUTCHESS COUNTY AIRPORT

Proposed DC Water District Zone of Assessment N.

Griffith Way, New Hackensack Road and Airport Drive

Town of Wappinger. Dutchess County, New York.

TABLE OF CONTENTS

Management Summary
Map List
Phase 1A Literature Review and Sensitivity Analysis

Introduction 1

Project Area Description 4

Environmental Information 5

Man-Made Features and Alterations 6

Potential for the site to contain Prehistoric or Historic Cultural Resources 6

National Register Listed and National Register Eligible Sites Located in Area... 7

History of the Site 7

Additional Research Undertaken 15

Sensitivity Assessment and Site Prediction 15

Conclusions and Recommendations 16

Bibliography 17

APPENDICES:

Appendix A: Photographs
Appendix B: Soil Description and Map

Management Summary

SHPO Project Review Number (if available):

Involved State and Federal Agencies: NYSDEC, NYSDOT

Phase of Survey: **Phase 1A Literature Review & Sensitivity Analysis**

Location Information:

Location: **Griffith Way, New Hackensack Road and Airport Drive**
Town of Wappinger. Dutchess County, New York.

Minor Civil Division: **Town of Wappinger**

County: **Dutchess**

Survey Area (Metric & English)

Length: **±8,300'**

Width:

Depth (when appropriate):

Number of Acres Surveyed: ~

Number of Square Meters & Feet Excavated (Phase II, Phase III only): **N/A**

Percentage of the Site Excavated (Phase II, Phase III only) :

USGS 7.5 Minute Quadrangle Map: **Wappinger, Pleasant Valley, Poughkeepsie, Hopewell Junction**

Archaeological Survey Overview

Number & Interval of Shovel Tests:
Number & Size of Units:

Width of Plowed Strips:

Surface Survey Transect Interval:

Results of Archaeological Survey

Number & name of prehistoric sites identified: 0

Number & name of historic sites identified: 0

Number & name of sites recommended for Phase II/Avoidance: N/A

Results of Architectural Survey

Number of buildings/structures/cemeteries within project area: 0

Number of buildings/structures/cemeteries adjacent to project area:

Number of previously determined NR listed or eligible buildings/structures/cemeteries/districts:

Number of identified eligible buildings/structures/cemeteries/districts: N/A

Report Author (s): **Stephanie Roberg-Lopez M.A., R.P.A. Gail T. Guillet and Beth Selig**

Date of Report: **November 2014**

MAPS & FIGURE LIST

Maps

Map 1: 2013 USGS Topographical Map showing the project corridor. Poughkeepsie, Wappinger's, Pleasant Valley and Hopewell Junction Quadrangles. Scale: 1"=1800'.

Map 2: 2005 Hagstrom's Street *Atlas of Dutchess County, New York*. Scale: 1"-2150'.

Map 3: 1829 Burr *Atlas of the State of New York*. Red line indicates project corridor. Not to scale.

Map 4: 1850 J. C. Sidney *Map of Dutchess County, New York*. Red line indicates project corridor. Scale: 1"= 2300'.

Map 5: 1858 J.E. Gillette *Map of Dutchess County, New York*. Red line indicates project corridor. Scale: 1"= 1670'.

Map 6: 1876 F. W. Beers' *Atlas of the County of Dutchess*. Red line indicates the project corridor. Scale: 1"= 1900'.

Map 7: 1903 USGS Topographical Map. 15 Minute Series. Poughkeepsie Quadrangle. Red line indicates the project corridor. Scale: 1"=1835'.

Map 8: 1943 USGS Topographical Map. 7.5 Minute series. Poughkeepsie Quadrangle. Red line indicates project corridor. Scale: 1"=1400'.

Figures

Fig 1: Aerial Photo the project corridor. (Source: The Google Earth) Red line indicates proposed route. Scale: 1"=1185'.

Fig. 2: Soil Map for the project corridor (Source: *Natural Resources Conservation Service Web Soil Survey*). Scale on Map

EXTENSION OF WATER SERVICE TO DUTCHESS COUNTY AIRPORT

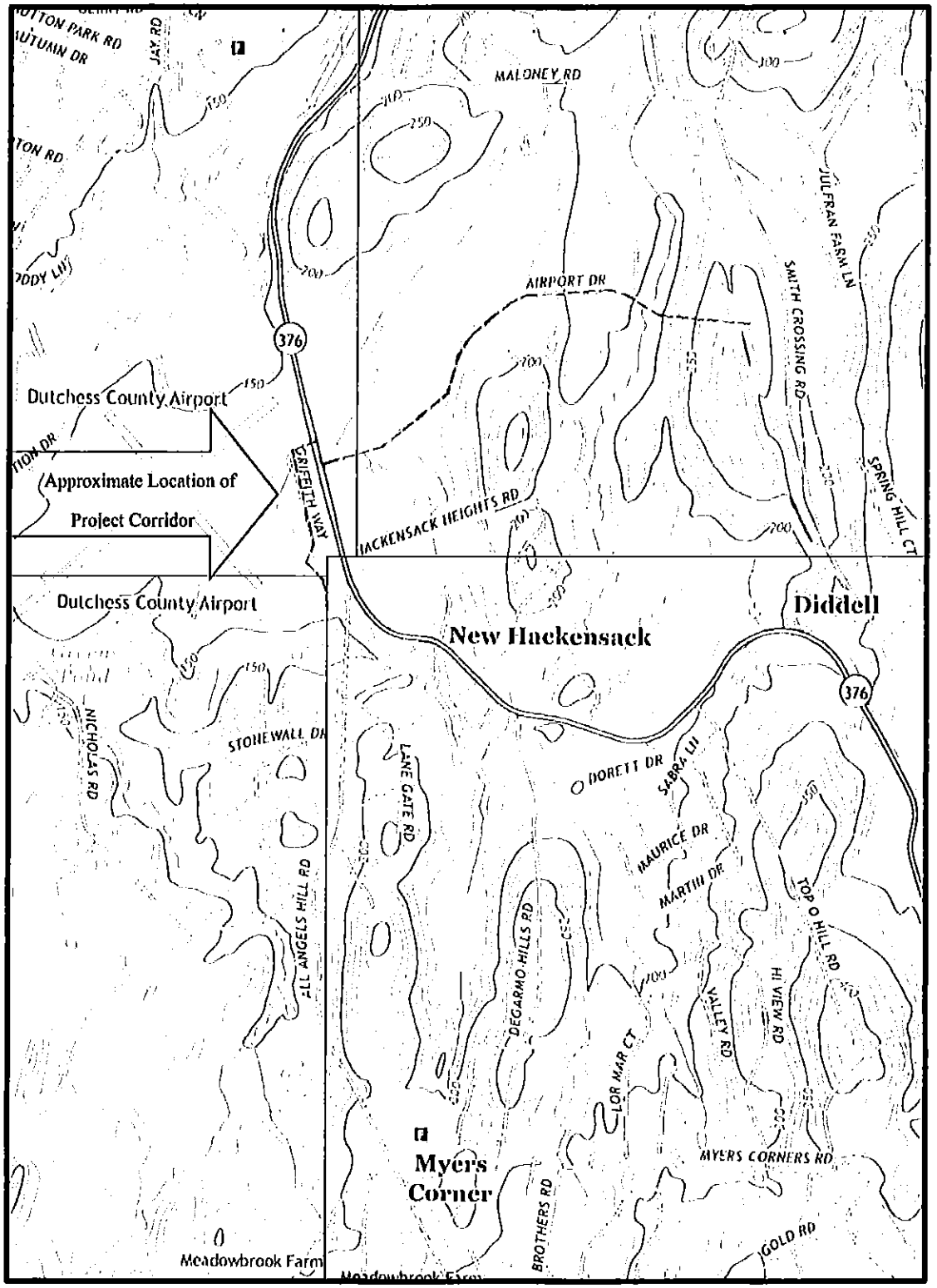
Proposed DC Water District Zone of Assessment N.
Griffith Way, New Hackensack Road and Airport Drive
Town of Wappinger. Dutchess County, New York.

Introduction

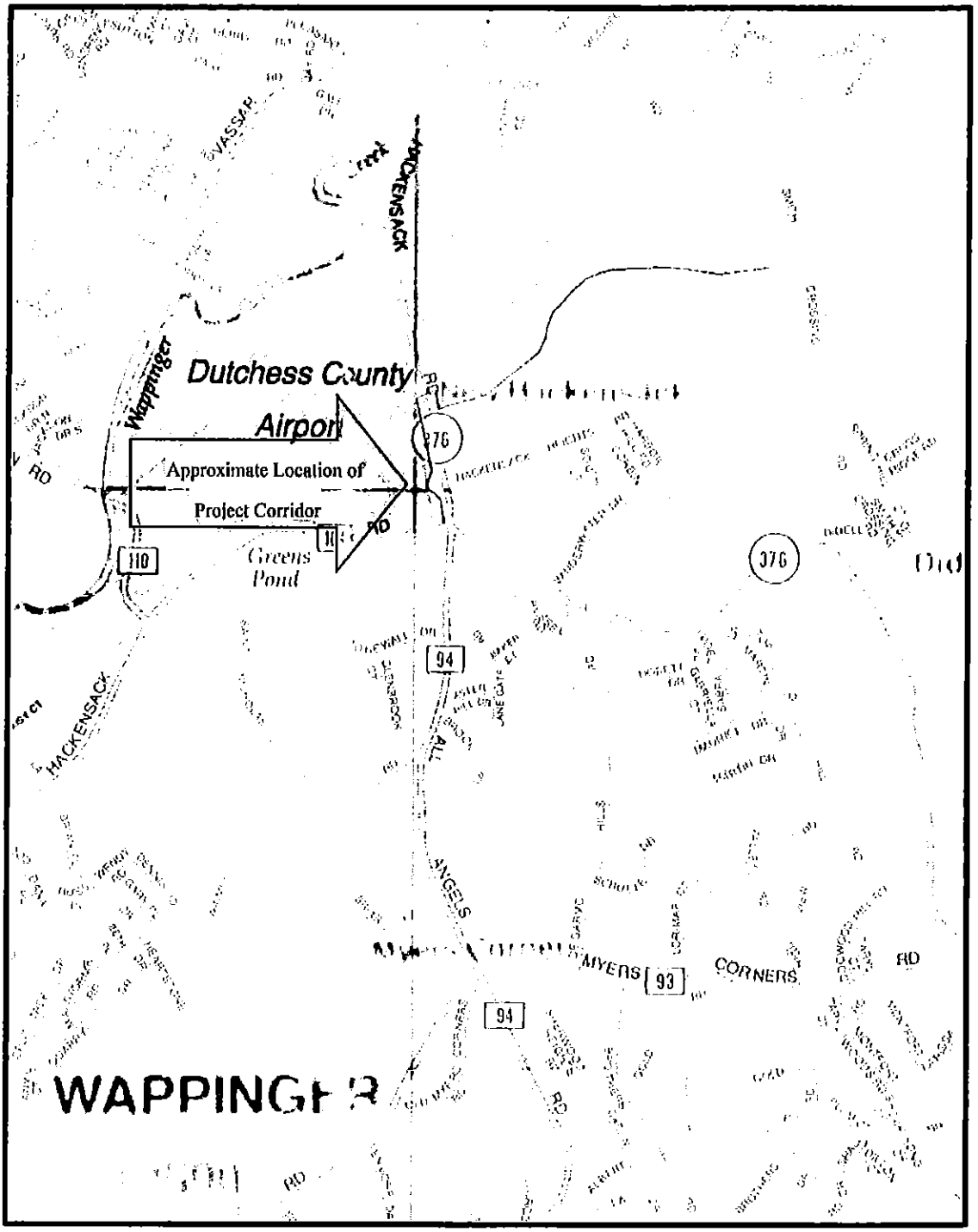
In November of 2014, CITY/SCAPE: Cultural Resource Consultants was retained by Hudson Land Design to prepare a Phase 1A Literature Review and Sensitivity Analysis for the Extension of Water Services to Dutchess County Airport, Proposed DC Water District Zone of Assessment N (hereafter "project corridor") located primarily along Airport Drive in the Town of Wappinger, Dutchess County, New York. (Maps 1 & 2 and Fig. 1, Photos 1-3) The proposed work consists of the installation of ±8,300 linear feet (2546.3 m) of 12" (30 cm) water main extending north along Griffith Way to cross New Hackensack Road, and then extending east along Airport Drive and under the wetland located east of Airport Drive to join the Central Dutchess Water Transmission Line (CDWTL) that runs north-south across the Town of LaGrange/Town of Wappinger border.

Permits are required for the project from the New York State Department of Environmental Conservation (DEC), New York State Department of Transportation (DOT) and potentially, other agencies. The need for State permits necessitates a review of and sign off by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

The Phase 1A Literature Review and Sensitivity Analysis was performed in accordance with the guidelines established by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) and the *Standards for Cultural Resource Investigations and the Curation of Archeological Collections* published by the New York Archeological Council (2005 & 1994). The field investigation and technical report meet the specifications of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (*Federal Register* 48:190:44716-44742) (United States Department of the Interior 1983). All work performed meets the requirements of the relevant federal standards (36 CFR 61) and of the State Environmental Quality Review Act (SEQRA) 6NYCRR, part 617 of the New York State Environmental Conservation Law. In addition, the qualifications of the Principal Investigator, who supervised the project, meet or exceed the qualifications described in the Secretary of the Interior's Professional Qualifications Standards (*Federal Register* 48:190:44738-44739) (United States Department of the Interior 1983).



Map 1: 2013 USGS Topographical Map showing the project corridor. Poughkeepsie, Wappinger's, Pleasant Valley and Hopewell Junction Quadrangles. Scale: 1"=1800'.



Map 2: 2005 Hagstrom's *Street Atlas of Dutchess County, New York.* Scale: 1"-2150'.

Project Area Description

The project corridor will contain ±8,300 linear feet (2546.3 m) of a 12" (30 cm) water main that will provide connections to the Dutchess County Airport and properties located adjacent to the project corridor. With the exception of the eastern portion of the project, it is proposed to locate the water mains in the existing roadway, preferably the shoulder area. In the eastern portion of the project area, at the terminus of Airport Drive, the project corridor will be extended beneath a DEC wetland and forested lands to join the Central Dutchess Water Transmission Line (CDWTL) that runs north-south across the Town of LaGrange/Town of Wappinger border. In the area of the DEC wetland it is proposed to use subterranean directional drilling to avoid impacts to the wetland, and more traditional methods using excavated trenches in the roadway and forested areas. The highway right-of-way is considered to have been profoundly disturbed by roadway construction, and no Phase 1B field survey is recommended for this portion of the project corridor. The eastern portion of the project corridor has not been disturbed, but it is not considered to have the potential to contain cultural resources due to the stream corridor, wetland area and slopes in excess of 12% grade.

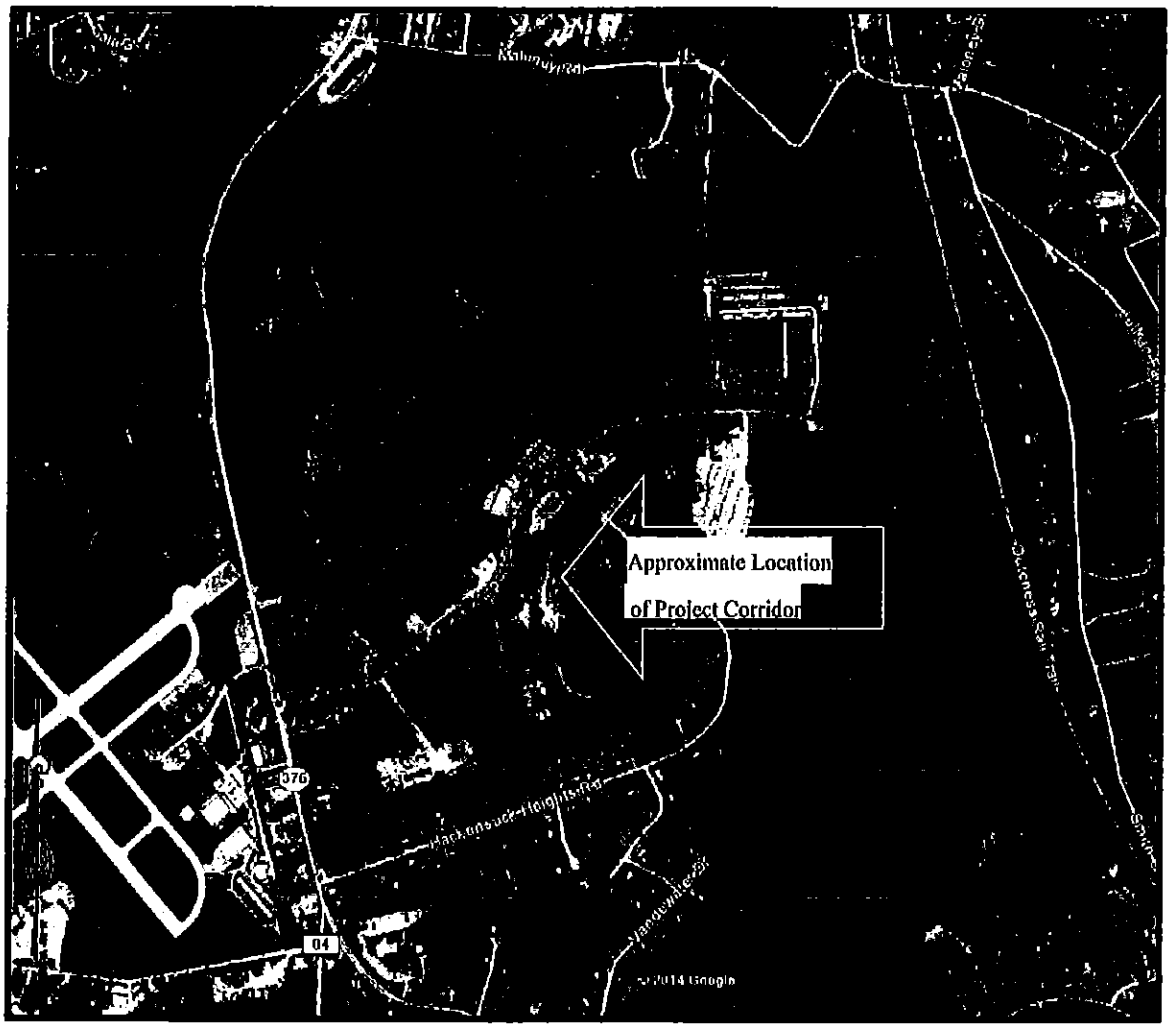


Fig 1: Aerial Photo the project corridor. (Source: The Google Earth) Red line indicates proposed route. Scale: 1"=1185'.

The site visit indicated that the majority of the project corridor is bordered by commercial properties. The western portion of the proposed project corridor extends through a portion of the Dutchess County Airport (Photos 2-3) before turning east to intersect with New Hackensack Road (Route 376). The project corridor then turns south along New Hackensack Road, the location of several businesses, and then turns east at the intersection with Airport Drive. (Photos 5-7) Along Airport Drive there are commercial properties located on the north and south sides of the road. (Photos 13-19) As previously stated, the eastern portion of the project area crosses a wetland and vacant land (Photos 28-30).

Environmental Information

In terms of geology, the project area is located within the Hudson Lowlands area, which extends eastward three to six miles (4.828-9.656 km) from the Hudson River. The bedrock of the Hudson Lowlands is primarily composed of easily eroded sedimentary rock, such as siltstone, shale, and greywacke that was laid down in the Cambrian and Ordovician periods (USDA 2002:12). More specifically, the project area falls within the Austin-Glen Formation, which is composed of greywacke and shale. The walkover of the site identified no rock outcrops or overhangs within the project corridor that could have been used as rockshelters, and no cryptocrystalline material that could have been used for prehistoric lithics.

The soils within the project area corridor are an important indicator of archaeological potential, with well-drained soils increasing sensitivity and poorly or very poorly drained soils decreasing the potential. The soils complexes within the proposed project corridor have been identified based on the soil classes located on either side of the asphalt roadway. In general, the soil complexes within the project area were formed as sandy glaciofluvial deposits or deltaic deposits associated with Lake Albany, which is thought to have drained about 10,500 years ago. The identified soils within the project corridor are primarily well drained deeply stratified silt loam, with the exception of the wetland areas along Airport Drive, where the soils are a poorly drained silt loams. Although these soil complexes represent the undisturbed areas on either side of the project corridor, the proposed waterlines are to be placed within the existing roadway in areas that have been previously impacted by road construction. The soil map, soil complexes and the characteristics of each soil type are fully described in Appendix B.

Sprout Creek, Wappinger Creek, Fishkill Creek and the Hudson River, all documented locations of prehistoric activity, are located to the east, north and west of the project corridors. The Hudson River and large streams such as Sprout and Wappinger Creeks, were magnets for prehistoric peoples, providing them with floral and faunal resources. The wetland areas and the small stream corridor located in or adjacent to the proposed project corridor would also have served to attract prehistoric peoples to the area.

The project area is located in the Appalachian Oak zone, which is found throughout southern New England, southern New York, Pennsylvania and Ohio. The Appalachian Oak zone is characterized by tall, broad-leaved deciduous trees, dominated by white oak and northern red oak (Kitchler 1964).

Prehistorically, the faunal population of the larger ecological zone in which the project area is located would have been particularly rich, with reports of deer, squirrels, chipmunks, raccoons and many bird species, including wild turkey. The faunal population, plus the riverine resources of the small stream and wetland areas, could have served as important resources for prehistoric populations visiting the area. It may be that the land was used regularly by the prehistoric peoples living in one of several villages located along the Hudson River, or it may

have been the location of special use camps or hunting camps that were an integral part of the seasonal rounds in which prehistoric peoples engaged in the Archaic period.

Man-Made Features and Alterations

Looking at the general setting of the project area, the majority of the buildings located adjacent to the proposed project corridor date from 20th and 21st centuries. (Photos 13-19) The only exception is the house located on the southeast corner of the intersection of New Hackensack Road and Airport Drive, which dates to the 19th century. (Photo 8) None of the buildings located adjacent to the proposed project corridor will be impacted by the installation of the water mains. Photographs of the structures located along the proposed project corridor are seen in Appendix A.

Potential for the Site to Contain Prehistoric or Historic Cultural Resources

At the present time, the New York State Office of Parks, Recreation and Historic Preservation (OPRHP) site file information is unavailable, and for this reason, the initial research for the Phase 1A Literature Review, relied on the archaeological sensitivity maps available on the OPRHP web site and on reports prepared for other projects in the area. The project area lies in close proximity to the Hudson River and Wappinger Creek, both of which are known to have been utilized by prehistoric peoples. Archaeological sites are located along both waterways. There are a number of prehistoric site located in the general vicinity of the project area, including New York State Museum 3163, which is listed as 'traces of occupation', and is located in close proximity to the Wappinger Creek. Information for this site is anecdotal, and no more information is available. A site listed as an 'Indian Encampment' (A027.19.0023) is located almost 2½ miles to the southwest of the project area on the north bank of Wappinger Lake. This site is also based on anecdotal information, and no more information is available. The Wappinger Lake Site (OPRHP A027.14.0086) is located to the south of the project area, on the northern bank of Wappinger Lake, and to the south of St. Mary's local cemetery. It was professionally excavated in 1981 and yielded "two pieces of worked chert debitage."

Information obtained from the site files at OPRHP indicates that the project area lies in an area where prehistoric sites have been recorded. If the site were undisturbed, the potential for the site to contain prehistoric cultural resources would be considered moderate to high. The rationale for this assessment would be that:

- A stream flows across the eastern end of the proposed project corridor that would have provided a source of potable water;
- There are several wetland areas (some of which may have been created by road construction) and a small pond along Airport Drive that could have provided faunal and floral resources to prehistoric peoples;
- There are reported prehistoric sites within a mile radius of the project area, including on the banks of Wappinger Creek;
- and the site is located near the Wappinger Creek and the Hudson River, both of which were heavily utilized by prehistoric peoples.

In addition, there are a number of prehistoric sites reported along Sprout Creek, which flows southeast of the project corridor. Like Wappinger Creek, Sprout Creek is a tributary of the Hudson River, which is located several miles west of the project area. On the Hudson River is Bowdoin Park, which is the location of a well-documented Native American village that existed into the Contract Period.

Based on the environmental factors located within the proposed project corridor, undisturbed areas, should they exist, would be considered to have the potential to contain a prehistoric site or sites. However, given the fact that the proposed project corridor is located within the existing roadway, the potential for the project corridor to contain prehistoric cultural resources is considered low. As stated above, in the eastern portion of the project corridor, the presence of a stream corridor, wetland area and steep slopes significantly decrease the potential for prehistoric cultural resources to be present. Overall, the prehistoric potential for the proposed project area to contain intact cultural resources is considered to be low.

Historic Archaeological Sensitivity

The visual inspection of the project corridors did not identify any evidence of historic archaeological sites adjacent to it. Although the map research, discussed below, indicates that the area was occupied in the mid 19th century, there is no evidence of Map Documented Structures (MDS) within the proposed project corridor. As noted, there is a 19th century dwelling located on the southeast corner of the intersection of Airport Drive and New Hackensack Road; this building will not be impacted by the proposed project. Due to the fact that the water main is to be installed within the existing roadway right-of-way significantly reduces the potential for the project corridor to contain any intact historic cultural resources. As is the case with the prehistoric potential, it is considered that the potential for the project corridor to contain intact historic cultural resources is low.

National Register Listed and National Register Eligible Sites Located in Area

In addition to the archaeological site files, the OPRHP files were reviewed to identify structures on or in the vicinity of the project area that have been listed on the National Register or identified as National Register eligible. There are no National Register Listed or Eligible sites within a one mile of the proposed project corridor.

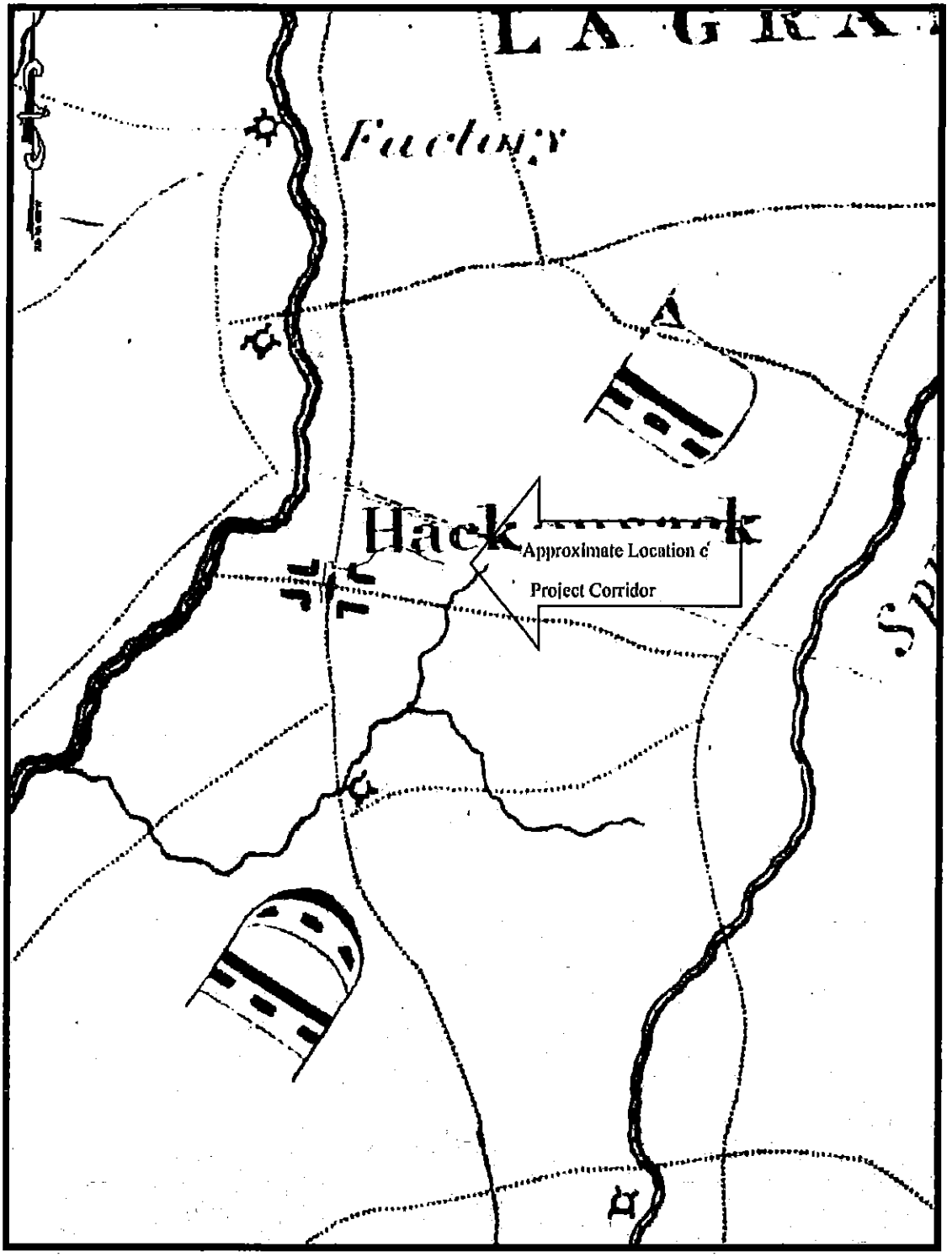
History of the Site

The material presented below outlines the historic development of the proposed project corridor. It is not intended to be an exhaustive examination of the site's history, but is, rather, an exercise to locate and identify structures either on or adjacent to the project corridor that may be of historic significance. For this purpose of this study, a group of historic maps available at the New York State Library, as well as materials available on-line have provided the basis for the discussion.

Up to the time of Contact, two Algonquin-speaking Indian nations, referred to locally as the Wappinger and the Mohigan (Mahican), occupied the southern and northern portions of the county. These Indians were sedentary, living in small permanent villages, growing crops such as maize and squash (USDA 1981:12). Dutchess County, one of New York's original counties was created in 1683, and at that time included all of Putnam County and part of Columbia County (USDA 1891:12). The county was divided into 13 patents, with the Rombout Patent being one of

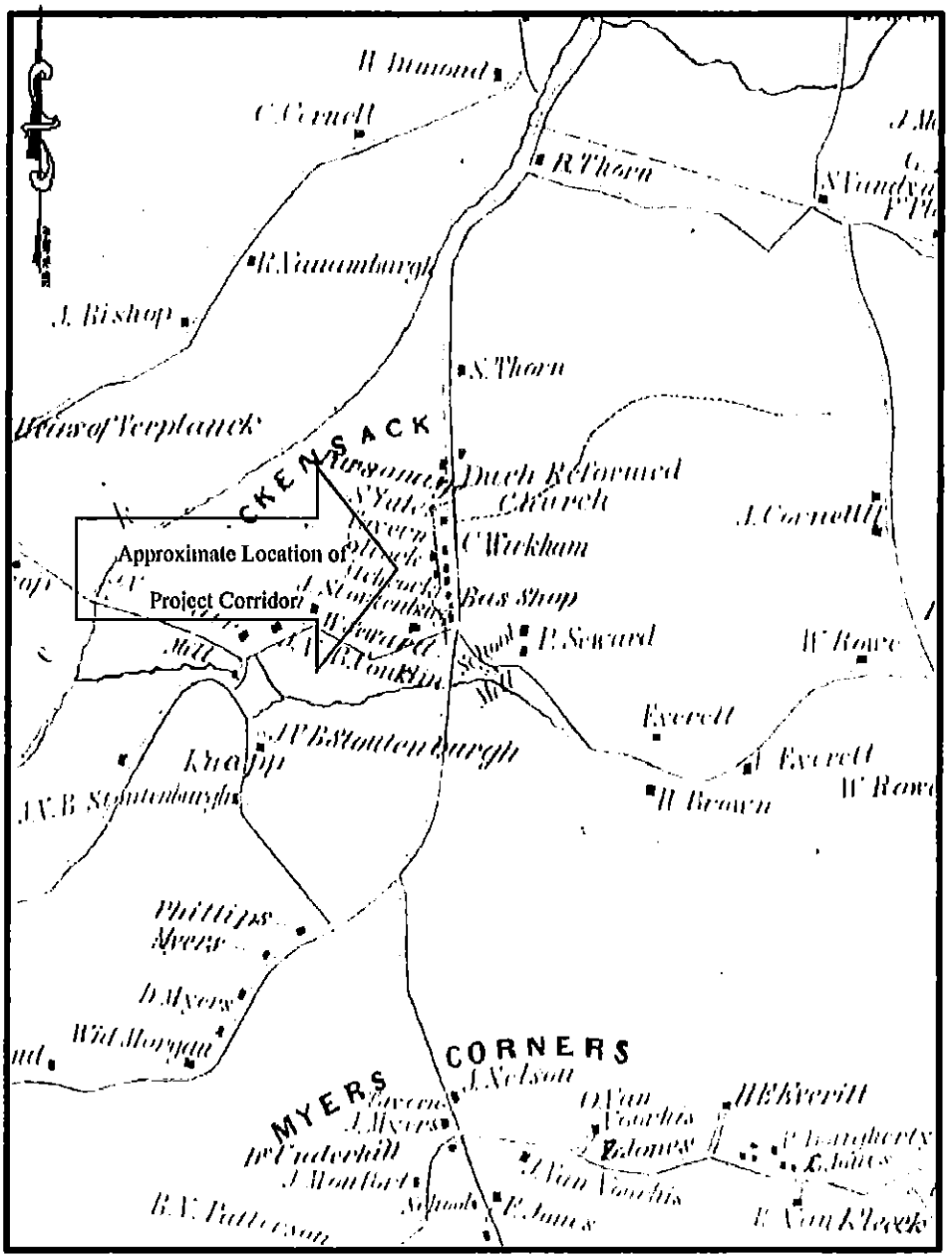
the earliest. Dutch settlement on the patents began in the late 1600s, with English Quakers from Rhode Island and Long Island moving into the eastern part of the county in the 1740s (USDA 1981:12) By the mid-18th century, settlers were permitted to own and sell their own land. Villages were established and farms flourished. Initially, the farmers of Dutchess County were more or less self-sufficient, but following the American Revolution, the farmers entered the market economy, first growing wheat for the New York market, and after the opening of the Erie Canal put an end to economic wheat production, farmers turned to beef, butter, wool and other commodities (USDA 1981:12).

By 1850, two railroads paralleling the Hudson River were completed. The railroads, which rapidly replaced river sloops and other types of water craft, carried farm goods from Dutchess and Ulster Counties to New York City. As was the case until recently, agriculture was the primary economic activity. By 1875, nearly all production was focused on dairy farms and milk. In the early 20th century, milk was the most important agricultural product exported from the county (Eisenstadt 2005:480 cited in HAA 2008). Industry developed rapidly along the Hudson River corridor, resulting in population increases, particularly in places like Poughkeepsie and Beacon.



Map 3: 1829 Burr *Atlas of the State of New York.* Red line indicates project corridor. Not to scale.

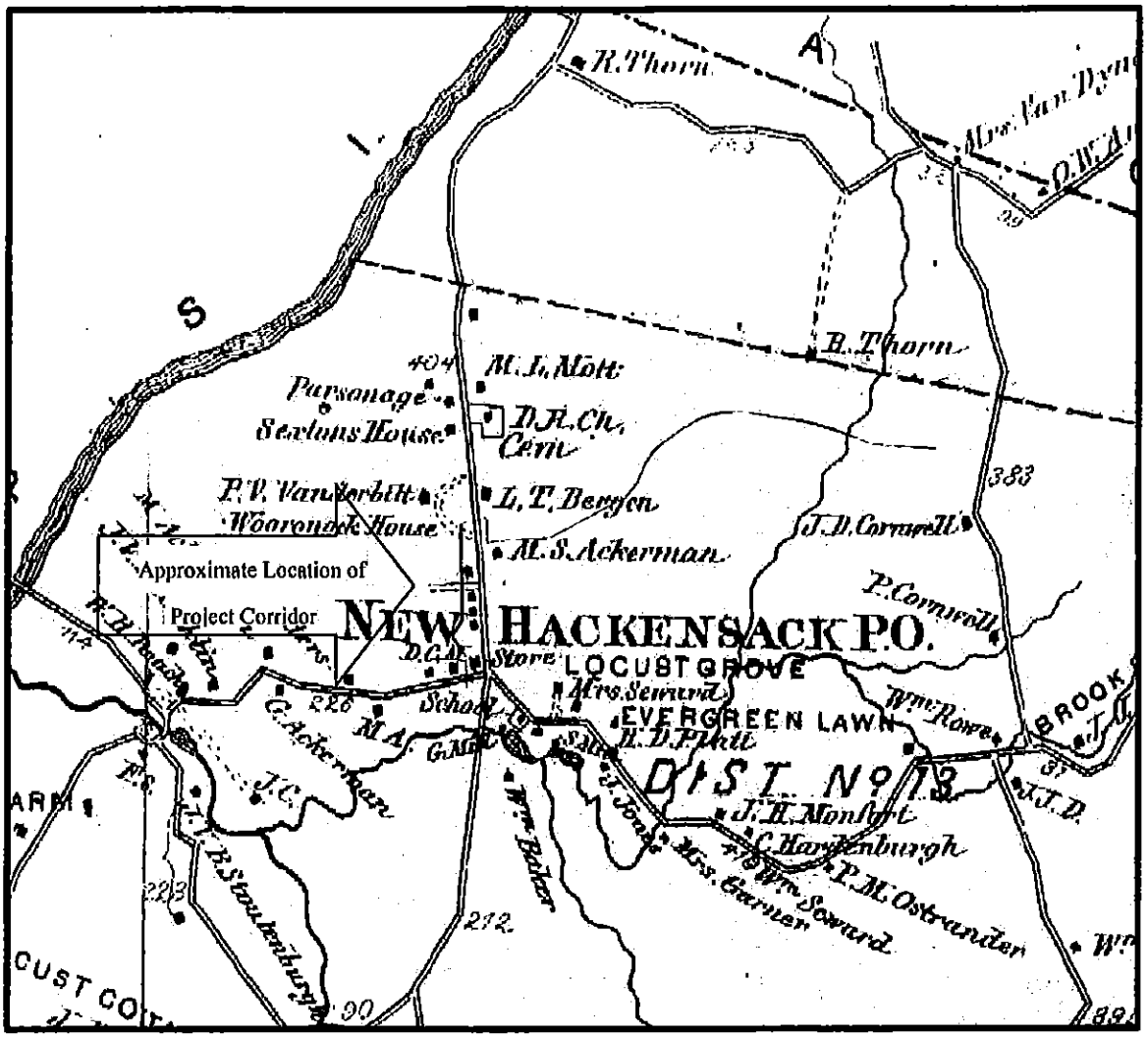
David H. Burr's 1829 *Atlas of the State of New York* does not include dwellings or the names of individual property owners, but it does show roads, streams and other bodies of water, villages and hamlets, and industry of various kinds. (Map 3) Route 9 and All Angels Hill Road are shown on this map, as are Myers Corners and New Hackensack. New Hackensack is shown as a village area.



Map 4: 1850 J. C. Sidney *Map of Dutchess County, New York.* Red line indicates project corridor. Scale: 1"= 2300'.

It is not until 1850 that the first map showing the location of structures and the names of property owners was published. J. C. Sydney's 1850 *Map of Dutchess County, New York* shows portions of the present day Town of

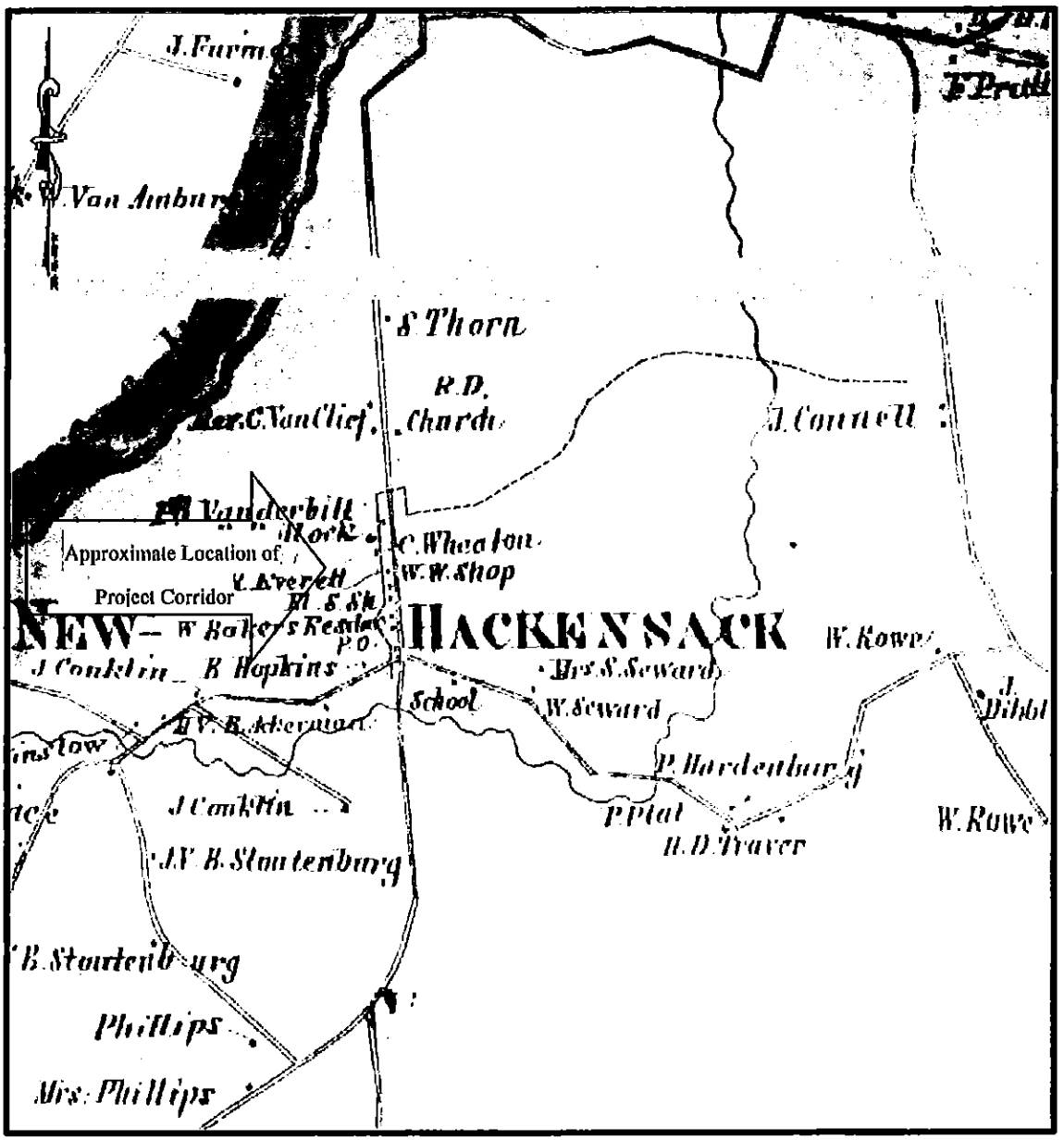
In 1858, J.E. Gillette published the *Map of Dutchess County, New York*, which shows portions of the present day Town of Wappinger, the area identified as Myers Corners and New Hackensack. (Map 5) Not even ten years later, this map shows that there have been a number of changes along New Hackensack Road. The commercial structures now include a Wagon Shop in addition to the Blacksmith Shop. There is now a post office at this location. There were residential structures now owned by P. Vanderbilt, B. Pollack, R. Everett, W. Baker and B. Hopkins. A J. Connell owned land near the eastern end of the project corridor, fronting on Smith's Crossing Road. As previously stated, the only 19th century structure present in the immediate vicinity of the project corridor is the house located on the southeast corner of the intersection of New Hackensack Road and Airport Road.



Map 6: 1876 F. W. Beers' *Atlas of the County of Dutchess.* Red line indicates the project corridor. Scale: 1"= 1900'.

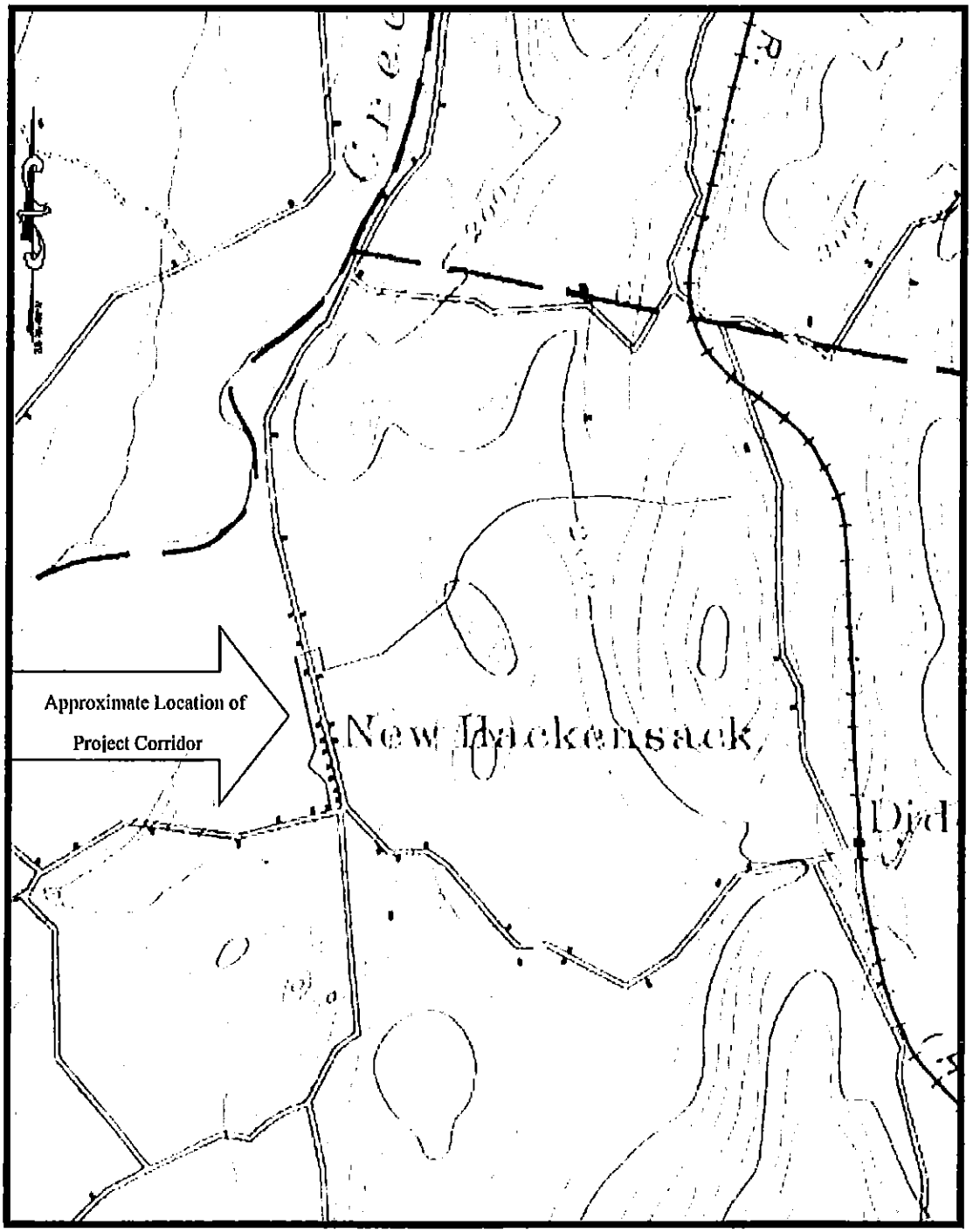
In general, the 1876 map shows more dwellings than the previous maps, including a number of nearby estates. (Map 6) This map indicates there are still several buildings along the project corridor fronting on New Hackensack Road. It may be that the house on the southeast corner of the intersection of New Hackensack Road

Wappinger, the village of Wappinger Falls and the areas identified as Hackensack and Myers Corners. (Map 4) By this date, there are numerous structures located along New Hackensack Road, including a parsonage, a tavern, a school, a blacksmith shop and a Dutch Reformed Church. There is a mill shown along a small stream that flows into Wappinger Creek, south of New Hackensack Road. The residential structures located along New Hackensack Road are owned by J. Stoutenburgh, S. Hitchcock, W. Pollack, C. Wickham, and S. Yates. None of these structures remain, as modern commercial structures are now in these locations.

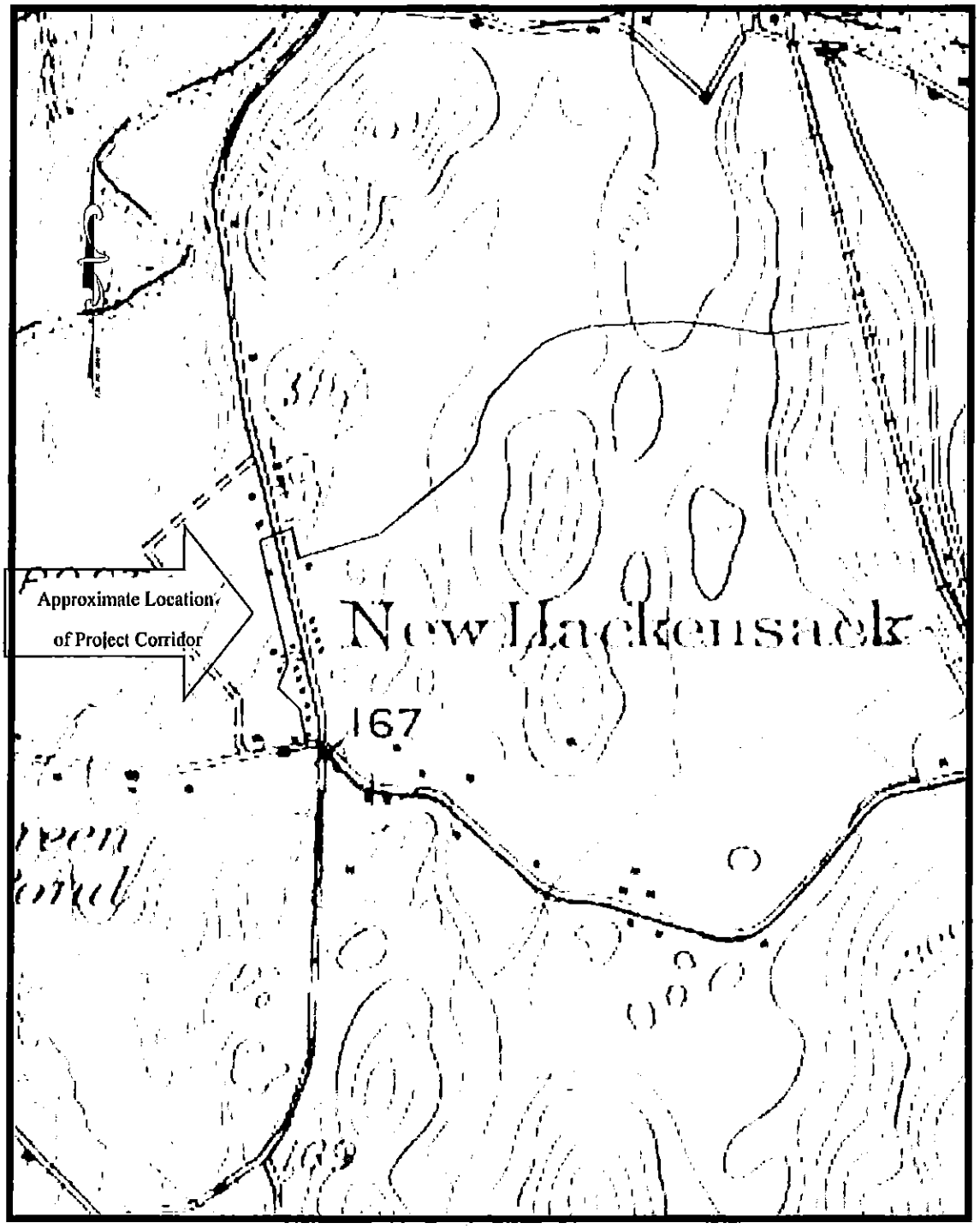


Map 5: 1858 J.E. Gillette *Map of Dutchess County, New York.* Red line indicates project corridor. Scale: 1"= 1670'.

and Airport Drive was now owned by M. S. Ackerman. Several large estates were located along New Hackensack Road, along with several mills, include a saw and grist mill.



Map 7: 1903 USGS Topographical Map. 15 Minute Series. Poughkeepsie Quadrangle. Red line indicates the project corridor. Scale: 1"=1835'.



Map 8: 1943 USGS Topographical Map. 7.5 Minute series. Poughkeepsie Quadrangle. Red line indicates project corridor. Scale: 1"=1400'.

The final maps consulted for this report are the USGS topographical maps dating to 1903 and 1943. (Maps 7 & 8) The USGS topographical maps do not include ownership information, but are included to determine conditions within the project area boundaries in the early 20th century. In 1903, there continues to be several structures located along New Hackensack Road, adjacent to the project corridor. There are no structures located along Airport Drive or adjacent to the eastern portion of the project area. On the 1903 map, the railroad is shown as being on the eastern side of Smiths Crossing Road. By 1943, the railroad was located on the west side of the road. (Map 8)

Additional Research Undertaken

As part of the research, surveys completed for sites in the general area were consulted. A survey for the *Lexington Club at the Galleria* was conducted northeast of the project area. The Stage 1 Archeological /Historical Sensitivity Evaluation and Survey by Greenhouse Consultants Inc. investigated a 23.56 acre parcel on the east side of Route 9 in the Town of Poughkeepsie. The survey identified historical artifacts within mixed contexts, and no prehistoric artifacts (Greenhouse 2000).

In 1984, Archaeological Resource Consultants completed an Archaeological Reconnaissance Survey for the Millerton Water Improvement Project: Creek Road Drainage, Pleasant Valley: Lane Highway Improvements Poughkeepsie and Channingville Road Widening, Poughkeepsie for the Dutchess County Planning Board. The survey failed to identify any cultural resources within the proposed project areas (Eisenberg 1984).

Southwest of the proposed project area, Tracker Archaeology Services Inc. completed a Phase 1 Archaeological Investigation of three village water improvement locations in the Village of Wappinger Falls. No cultural resources of any kind were identified as part of the survey (Tracker 2009).

A Phase 1A/1B Archeological Investigation of the Degnan Retail Center, located ½ mile south of the proposed project area, identified the buried remains of a driveway or road way. The stones are believed to have been part of the 19th century Cedar Crest Estate that was once located at this site (Strata 2008).

Sensitivity Assessment and Site Prediction

An investigation of the area in and around the project corridor indicates that, while there may be prehistoric and/or historic cultural resources in the vicinity, none of these resources will be impacted by the proposed project, which will be installed entirely within the existing roadway, with the exception of the eastern portion of the corridor which contains wetland and steeply sloped areas. The soil report included in this report, indicates that the landscape adjacent to the terminus of Airport Drive contains poorly drained soils. Well drained soils are located within the area where slopes exceed 12%. Based on the environmental conditions in the eastern portion of the proposed project area, and the disturbed nature of the soils within the balance of the proposed project corridor, it is considered that the potential for the proposed project corridor to contain prehistoric or historic cultural material is low. It is not expected that any prehistoric or historic sites exist within the proposed project corridor.

Conclusions and Recommendations

Based on the site visit, combined with historic and map research, it is the conclusion of CITY/SCAPE: Cultural Resource Consultants that no part of the Extension of Water Service to Dutchess County Airport project corridor has the potential to contain either prehistoric or historic cultural resources. The reason for this is that the proposed project corridor is to be installed entirely within the existing roadway, an area that has been profoundly disturbed, with the exception of the eastern portion of the proposed project corridor, where a stream corridor, wetland areas and steep slopes are located. Assessing the level of disturbance within the western portion of the project corridor and the environmental conditions in the eastern portion, no Phase 1B testing is recommended for the proposed project corridor.

Based on the information presented in the Phase 1A report, it is concluded that a Phase 1B Archaeological Field Reconnaissance Survey of the project corridor is not warranted, and it is recommended that the project be permitted to proceed without further consideration of prehistoric and historic cultural resources within the project corridor.

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APPENDICES

LIST OF APPENDICES

Appendix A: Photographs
Appendix B: Soil Description and Map

APPENDIX A

PHOTOGRAPHS

Photo 1: Looking south along Griffith Way on west side of Dutchess County Airport. Proposed water lines will be installed in roadway.

Photo 2: Airport hangers on west side of Griffith Way. View southwest.

Photo 3: Looking north along Griffith Way.

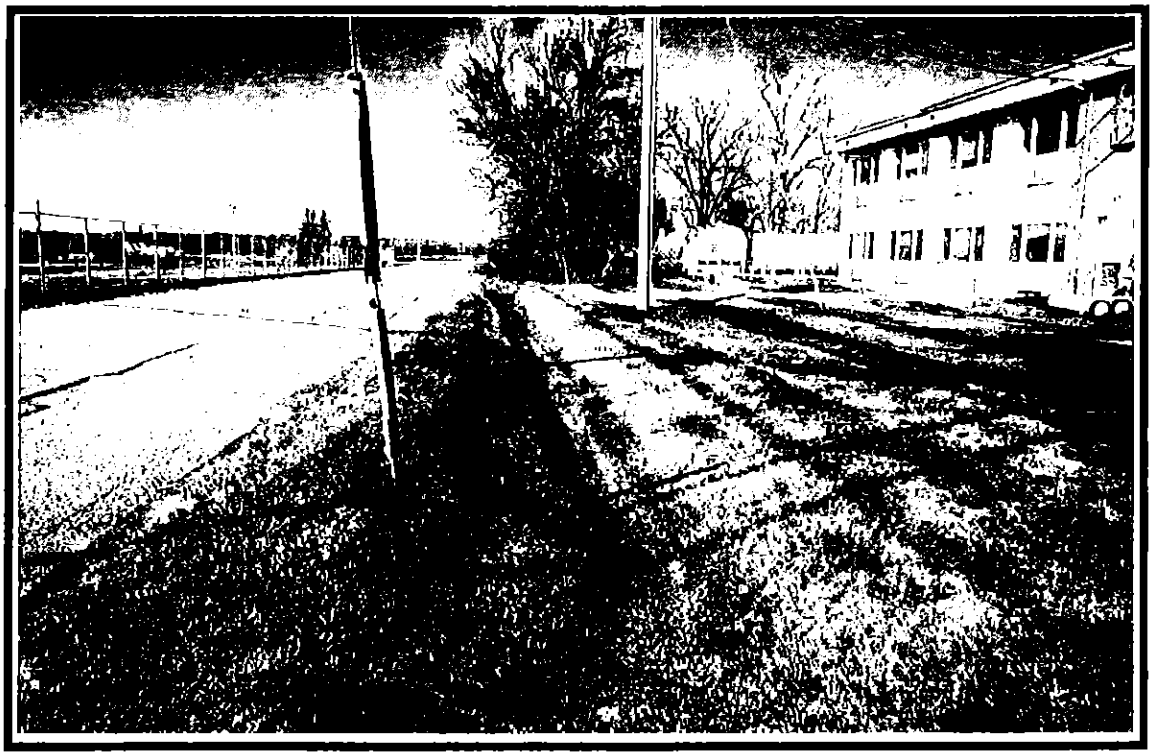

Photo 4: Drainage ditch excavated on east side of Griffith Way. To right is rear of modern apartment complex fronting on New Hackensack Road. View to north.

Photo 5: Dutch Reform Cemetery located on east side of New Hackensack Road opposite Dutchess County Airport. Cemetery appears on mid-19th century maps of the area. View to northeast.

Photo 6:. Restaurant fronting New Hackensack Road backs up on Griffith Way. View to northwest.

Photo 7: Motel located on north side of restaurant has exit onto Griffith Way. View to northwest.

Photo 8: House located on southeast corner of Airport Drive dates to 19th century. House will not be impacted in any way by proposed water main installation. View to southeast.

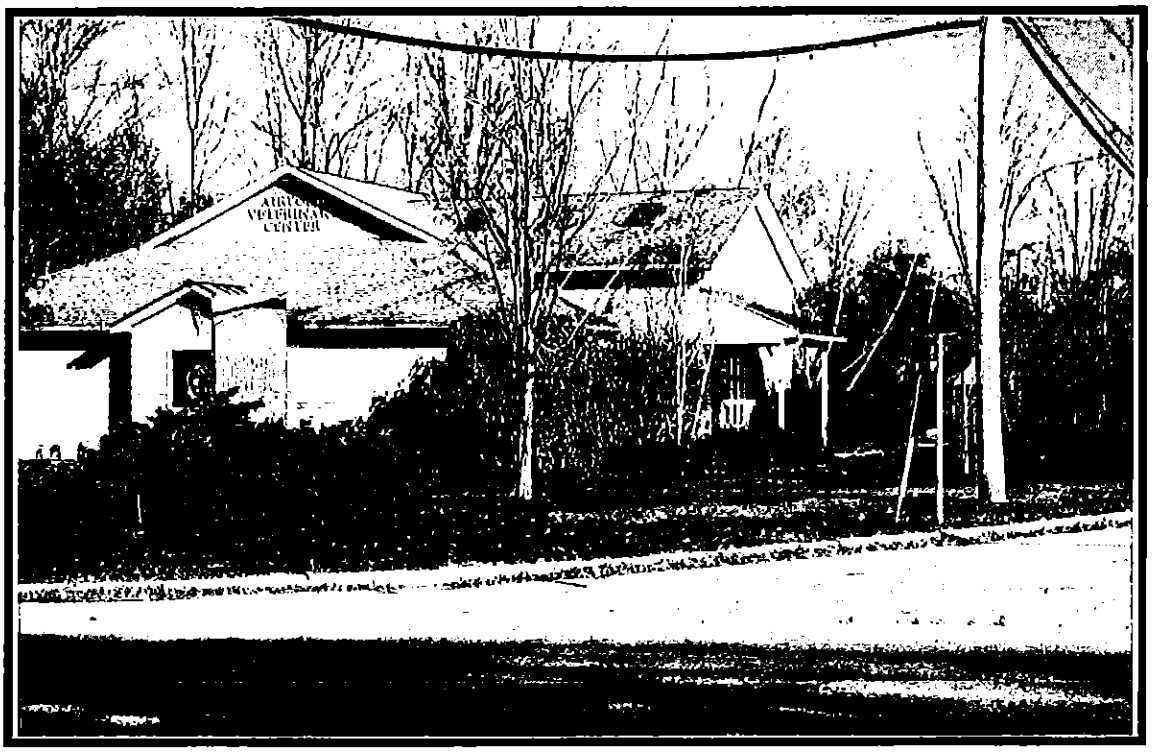

Photo 9: Airport Veterinary Center located on northeast corner of intersection of Airport Drive and New Hackensack Road. Like almost all of buildings in area, except for 19th century house see in Photo 8, this building dates to late 20th or early 21st century.

Photo 10: Looking southwest along Airport Drive to intersection with New Hackensack Road. Veterinary center is to right in photo.

Photo 11: Wooded and wetland area located east of Airport Veterinary Center. View to northeast.

Photo 12: Looking northeast along Airport Drive. Wetland areas are located on both sides of road.

Photo 13: 21 Airport Drive. Virtually all of the buildings on Airport Drive date to 21st century. View to northeast.

Photo 14: 30 Airport Drive. View to southeast.

Photo 15: Town of Wappinger Recreation Deparment sports fields located on north side of Airport Drive. View to northeast.

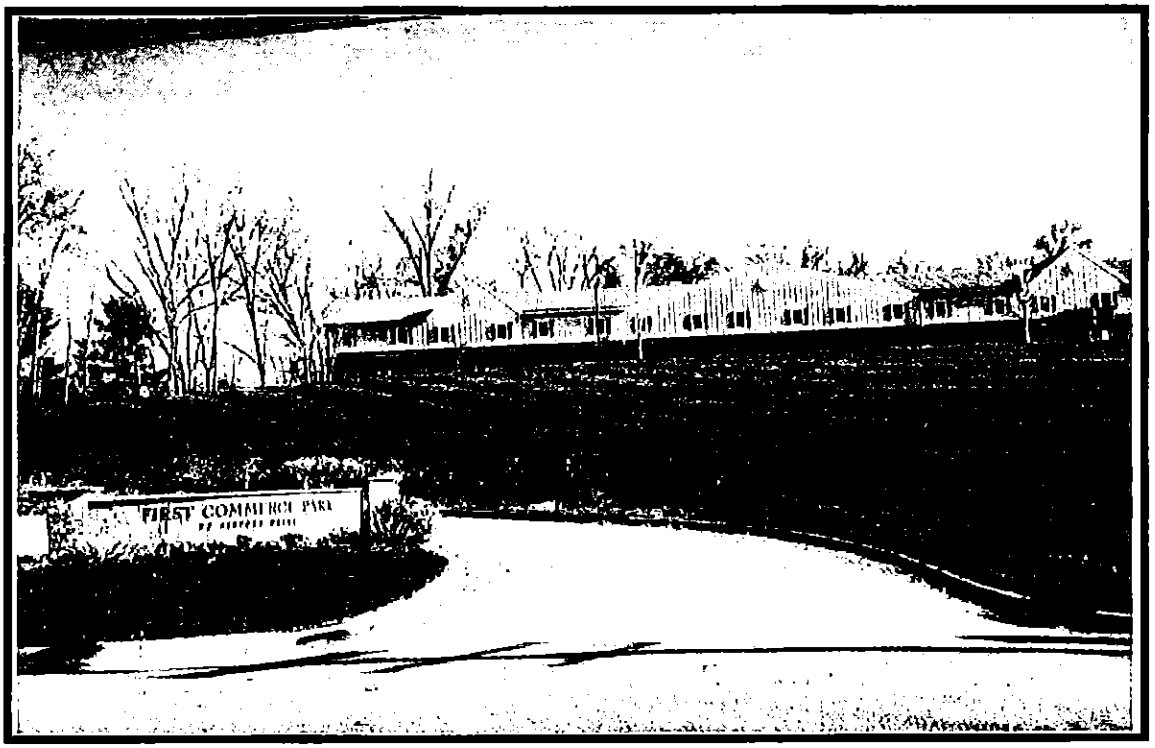

Photo 16: 72 Airport Drive. First Commerce Park. Building dates to 21st century. View to southeast.

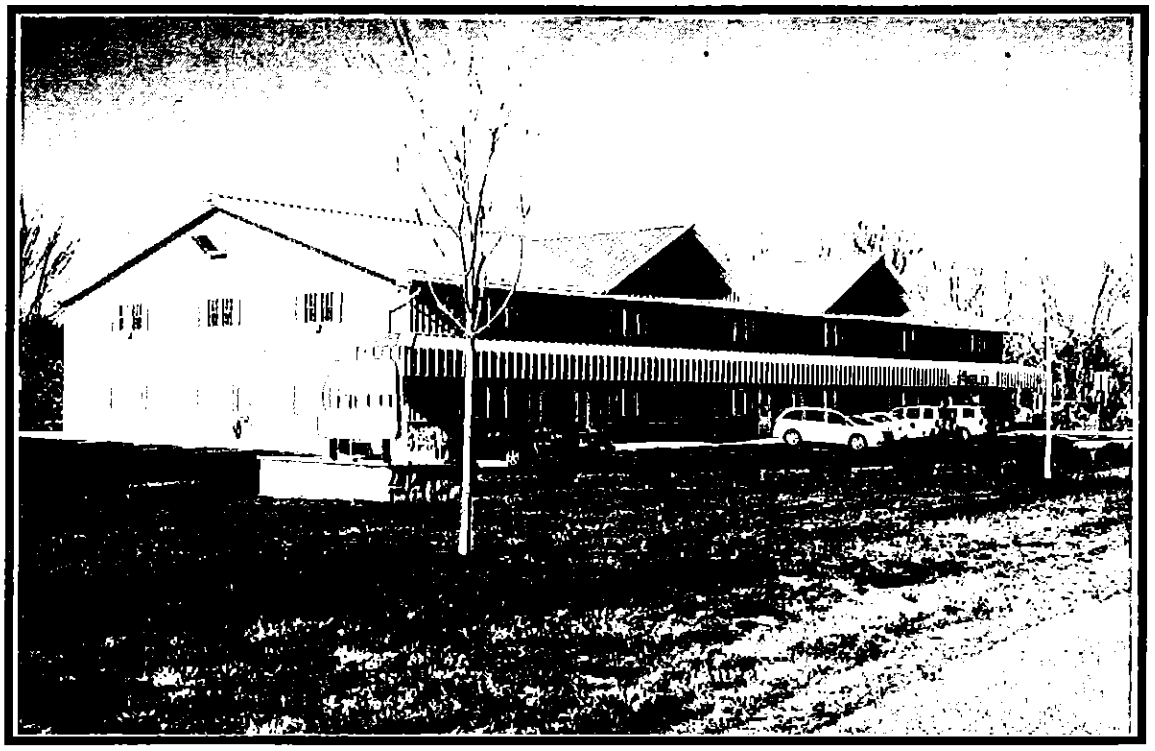

Photo 17: 85 Airport Drive. Building located east of sports field seen in Photo 15 dates to 21st century. View to northeast.

Photo 18: 80 Airport Drive. Neave Landscaping is located on south side of road. View to southeast.

Photo 19: Looking west along Airport Drive. Neave Landscaping is building in left background.

Photo 20: Pond located on north side of Airport Drive. Blue heron is seen in center of photo. View to northwest.

Photo 21: 110 Airport Drive. Like many buildings on Airport Road, building has space for lease. View to southeast.

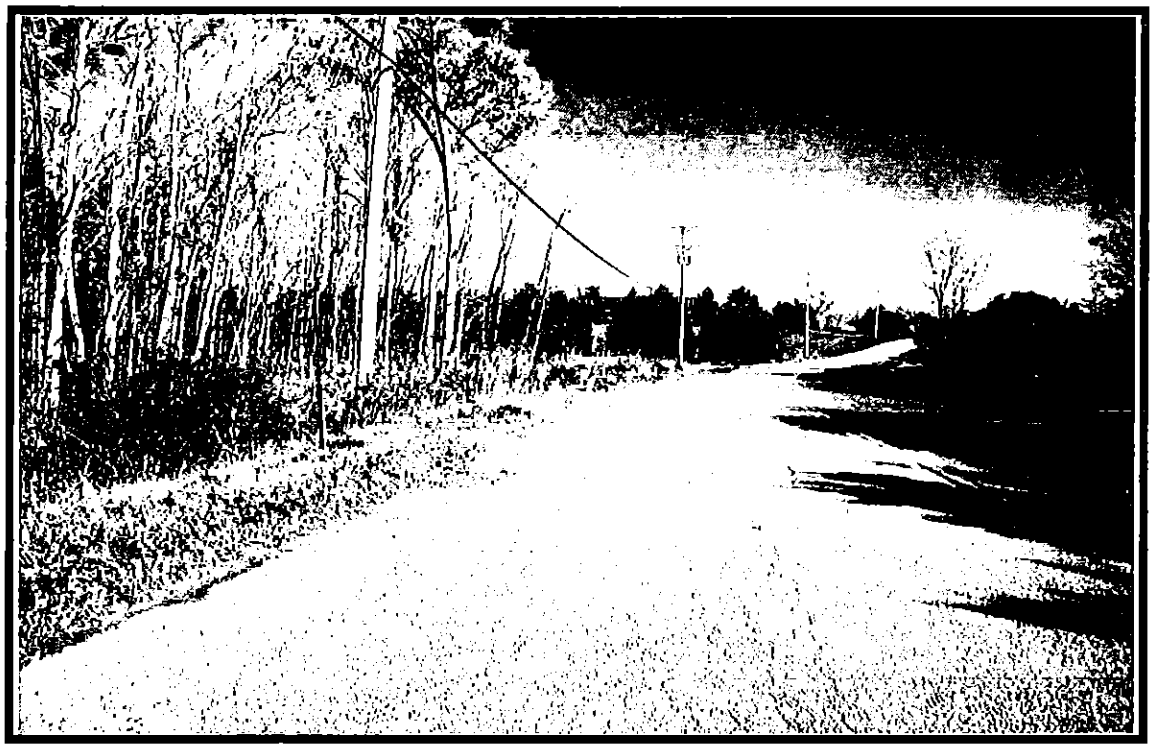

Photo 22: Looking east along Airport Drive. Area on both sides of road is wooded, vacant land.

Photo 23: Gas pipeline runs north-south across Airport Drive. View to north.

Photo 24: Looking northeast along Airport Drive from east of gas pipeline (see Photo 23).

Photo 25: 110 Looking west along Airport Drive from point east of gas pipeline seen in Photo 23. This portion of Airport Drive rises to crest of hill and then descends into wooded, wetland area.

Photo 26: 160 Airport Drive. Wappinger Central School District Transportation facility is located on south side of road. View to southeast.

Photo 27: Southeastern Container. Team Wappinger Falls. Commercial structure located on north side of Airport Drive opposite Wappinger Central School District Transportation facility is for lease. View to northwest.

Photo 28: Field and wooded area at east end of Airport Drive. East end of Airport Drive dips down to wetland. It is proposed to drill beneath wetland and to join primary water main to east of Airport Drive. View to southeast.

Photo 29: Wooded area at east end of Airport Drive contains wetland and stream. View to northeast.

Photo 30: Stream runs along edge of woodland at east end of Airport Drive. View to northeast.

APPENDIX B

SOIL DESCRIPTION AND MAP

Name	Soil Horizon Depth	Texture/ Inclusions	Slope (Percent)	Drainage	Landform
Bernardston silt loam (BeC)	Surface: 0-8" (0-20 cm) Subsoil: 8-27" (20-68 cm) Substratum: 27-80" (72-219 cm)	Silt loam Silt loam Silt loam	8 to 15%	Well drained	Drumlinoid ridges, hills, till plains (Shoulder)
Dutchess-Cardigan Complex (DwB) Dutchess Cardigan	Surface: 0-8" (0-20 cm) Subsoil: 8-28" (20-70 cm) Substratum: 28-86" (70-219 cm) Surface: 0-8" (0-20 cm) Subsoil: 8-20" (20-50 cm) Subsoil: 20-30"(50-77cm) Substratum: 30-34" (77-87 cm)	Silt loam Silt loam Channery silt loam Channery silt loam Channery loam Channery silt loam Unweathered bedrock	1 to 6%	Well drained	Hill, Ridges
Dutchess-Cardigan Complex (DwC) Dutchess Cardigan	Surface: 0-8" (0-20 cm) Subsoil: 8-28" (20-70 cm) Substratum: 28-86" (70-219 cm) Surface: 0-8" (0-20 cm) Subsoil: 8-20" (20-50 cm) Subsoil: 20-30"(50-77cm) Substratum: 30-34" (77-87 cm)	Silt loam Silt loam Channery silt loam Channery silt loam Channery loam Channery silt loam Unweathered bedrock	5 to 16%	Well drained	Hill, Ridges
Fredon Silt Loam (Fr)	Surface: 0-9" (0-23cm) Subsoil: 9-31"(23-78cm) Substratum: 31-70" (78-175cm)	Silt loam Very fine sandy loam Stratified very gravelly sand to loamy fine sand	0 to 3%	Poorly drained	Depressions
Haven loam, nearly level (HeA)	Surface: 0-12" (0-30 cm) Subsoil: 12-23" (30- 58 cm) Substratum: 23-72" (58-182.8 cm)	Loam Gravelly loam Stratified very gravelly sand	0-3%	Well drained	Outwash Plains

Name	Soil Horizon Depth	Texture/ Inclusions	Slope (Percent)	Drainage	Landform
Pittstown silt loam (PwB)	Surface: 0-8" (0-20 cm) Subsoil: 8-22" (20-55 cm) Substratum: 22-80" (55-203 cm)	Silt loam Silt loam Channery silt loam	3 to 8 %	Moderately well drained	Till plains, drumlinoid ridges, hills
Sun Silt loam (Su)	Surface: 0-4" (0-10 cm) Subsoil: 4-22" (10-25) Substratum: 22-80" (200 cm)	Silt Loam Loam Gravelly Loam	0 to 3%	Poorly drained	Depressions
Udorthents, Smoothed (Ub)	Surface:0- 4" (0-10 cm) Substratum: 4-70" (10-177cm)	Gravelly Loam Very Gravelly Loam	0 to 8%	Moderately Well drained	Urban and made lands
Wayland silt loam (Wy)	Surface: 0-9" (0-23 cm) Substratum: 9-80" (23-200 cm)	Silt loam Silt loam	0-3%	Poorly drained	Flood plains

Appendix B: Soil Description

Figure 2: Soil Map for the project corridor (*Natural Resources Conservation Service*) Scale on map.

Extension of Water Services to Dutchess County Airport. Proposal DC Water District Zone of Assessment N.

Griffith Way, New Hackensack Road & Airport Drive. Town of Wappinger. Dutchess County, New York

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) ☐ NO ☑ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: _____		☐	☐

RESET FORM

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☐ NO ☑ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☑	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☑	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☑	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☑	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☑	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☑	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☑	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☑	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☑	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☑	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☑	☐

RESET FORM

l. Other impacts: _____		☐	☐

4. Impact on groundwater
The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. ☑ NO ☐ YES
(See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding
The proposed action may result in development on lands subject to flooding. ☐ NO ☑ YES
(See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☑	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☑	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☑	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☑	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☑	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☑	☐

RESET FORM

g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D,2,h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☐ NO ☑ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☑	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☑	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☑	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☑	☐

RESET FORM

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☑	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☑	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☑	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☑	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☑	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

RESET FORM

9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☐ ☐	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☑ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

RESET FORM

d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Yes", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

RESET FORM

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. (See Part 1. D.2.j) ☑ NO ☐ YES
If "Yes", answer questions a - g. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy
The proposed action may cause an increase in the use of any form of energy. (See Part 1. D.2.k) ☑ NO ☐ YES
If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light
The proposed action may result in an increase in noise, odors, or outdoor lighting. (See Part 1. D.2.m., n., and o.) ☐ NO ☑ YES
If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☑	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

RESET FORM

d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☑	☐
f. Other impacts: _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____			

RESET FORM

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☑ NO ☐ YES

(See Part 1. C.1, C.2. and C.3.)

If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b.	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES

(See Part 1. C.2, C.3, D.2, E.3)

If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____		☐	☐

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Agency Use Only [IfApplicable]

Project:

Date:

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:
To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

See Attachment

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☑ Type 1 ☐ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the County of Dutchess as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: CDWTL Extension to Dutchess County Airport

Name of Lead Agency: County of Dutchess

Name of Responsible Officer in Lead Agency: Noel Knille, AIA. ASLA

Title of Responsible Officer: Commissioner of Public Works

Signature of Responsible Officer in Lead Agency: Date: 12/29/14

Signature of Preparer (if different from Responsible Officer) Bradford A Barclay Date: 12/29/14

For Further Information:

Contact Person: Brad Barclay

Address: 626 Dutchess Turnpike, Poughkeepsie, Dutchess County, NY 12603

Telephone Number: (845) 486-2121

E-mail: bbarclay@dutchessny.gov

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

Attachment to Part III of the FEAF

for the CDWTL Extension to Dutchess County Airport

Reasons Supporting This Determination:

The subject action involves an expansion of the Dutchess County Water and Wastewater Authority's (DCWWA) Central Dutchess Water Transmission Line (CDWTL) by means of construction of a 5,790 LF water main along Airport Drive and Route 376 to the Dutchess County Airport, in the vicinity of the intersection of Route 376 and Griffith Way.

The Dutchess County Water and Wastewater Authority operates a county-wide water district, which permits it to sell water anywhere in Dutchess County. The DCWWA's CDWTL currently has a water supply permit to sell up to 4.25 million gallons per day (MGPD) and the CDWTL's SEQR review studied the impacts of the waterline operating at up to 10 MGPD. The proposed 12 inch, waterline extension, being reviewed herein, would have a maximum capacity of approximately 2 MGPD, which the DCWWA could accommodate within the capacity limits of their existing Water Supply Permit. Thus, the basic impacts of provision of water to be provided through the proposed waterline extension have already been studies and approved. The DCWWA may have to amend their water supply permit to sell water to the proposed water line extension to the Airport property, as new service area within their County-wide District.

The intent of the water main extension is to provide for a public water service to Dutchess County Airport and the construction of the proposed waterline extension is the first step in this process. At this time, the next steps in this process are undefined and would require additional approvals and funding or may not occur depending on the actions of others. For these reasons, the review and approval of construction of the waterline extension separate and apart from the development of a water distribution system on Airport property and a decision on the provision of public water service to properties along Airport Drive should not be considered segmentation under SEQRA. The additional projects that may be considered after the construction of the waterline extension are described below, including needed additional project definition and approvals.

A subsequent project will create a water distribution system to distribute water from the end of the water line extension to various locations within the Dutchess County Airport. At this time, the layout, design and construction of a future water distribution system on Airport property is undefined. Any future projects will depend upon procuring additional funding, including, potentially, Federal Airport Aviation (FAA) funding and approvals. The extent and layout of the distribution system will be dependent on future development projects on the Airport property, consistent with the Airport Master Plan. The provision of public water on Airport property is necessary to provide for fire suppression systems for current and future Airport facilities and thus critical for obtaining insurance for these structures. This is extremely important to the retention of existing clients leasing hanger space and any

future hangar development. The other development sites identified in the Airport's master plan would also be more desirable if public water was available. Any private, non-aviation related development that would occur on Airport property would be subject to local zoning review and require a separate SEQR review.

The proposed water line extension would traverse most of the length of Airport Drive, which is located east of the Airport, across Route 376. Airport Drive was built as a commercial/industrial park, but is not served by public water as this time. The construction of the water line down Airport Drive could help to facilitate provision of public water to current and future tenants of the corporate park, but the involved project does not allow for this provision and additional actions and approvals would be required to permit the sale of municipal water to those sites. No future connections are to be constructed as part of this project and either the DCWWA or the County would have to amend an existing Water Supply Permit or obtain a new one to be allowed to sell water to those properties. The way that the County and DCWWA have established new water service areas in the past has been to create a new "Zone of Assessment". This process has not been initiated for the Airport Drive area. Any future private development or change of use for Airport Drive properties would require compliance with Town of Wappinger zoning and land use laws and an associated SEQR review.

The FEIS for the Central Dutchess Water Transmission Line (CDWTL) addressed growth inducing aspects of making water available along the corridor. Analysis was essentially (1) CDWTL was being built as a transmission main – not intended to serve individual properties directly off the water line and (2) any growth that did occur would be subject to all local land use controls and approval processes. Unless the additional steps discussed above are undertaken to allow the provision of public water to properties off the Dutchess County Airport, the proposed water line extension will continue to act solely as a transmission line, which will provide the source of water for a future distribution system on Airport property.

To avoid any impacts to regulated wetlands, their associated buffers and the two watercourses that will have to be traversed by the waterline extension, the project will use directional drilling to install the required piping under these resources without disturbing them. The DCWWA has experience using this technique to install a portion of a larger water main through regulated, Class I wetlands in Hyde Park, with NYSDEC approval. This method will also protect the regulated stream associated with wetland PV-67. The waterline extension passes through the potential buffer area around PV-51 within the Airport Drive R-O-W, which the road already crosses. The waterline extension will cross the protected stream associated with PV-51 directly adjacent to where the stream crosses Route 376. The directional drilling section planned to avoid any impacts to Route 376, by drilling under the roadway, will include installing the waterline under this stream to avoid any impacts to it. The project will require wetlands and stream disturbance permits from NYSDEC and the Town of Wappinger and will be subject to any conditions place on it by those agencies. These permit conditions, when combined with the proposed directional drilling to avoid these resources will ensure that any minor impacts will not be significant in nature and will be limited to the period of construction.

A Soil and Water Pollution Prevention Plan (SWPPP) will be developed for the length of the waterline construction and approved by NYSDEC and the Town of Wappinger, as part of its wetland and watercourse permit. This plan will include the direction drill areas and provide control and protection from any erosion caused by stormwater runoff, during construction. The remediation of the disturbed areas will be included in this plan and ensure that the pre-existing drainage patterns are reestablished post-construction. The SWPPP will also address any impact to be anticipated during construction due to a portion of the project site being located in the 100 and 500 year floodplains. Once the construction is completed with the water main located underground and all existing contours reestablished, the project will have no long-term impacts on the involved floodplains.

Habitat assessments will be conducted for the three threatened or endangered species identified in attached Endangered/Threatened Species review. The proposed directional drilling areas will greatly reduce any impacts to potential habitat areas, as the rest of the project is located directly adjacent to an existing roadway and will be buried in its R-O-W. The project will avoid, to the extent possible, removing any mature trees to minimize any impact to potential bat habitat. Most of these trees are located within the directional drilling areas and should not be impacted by the project. Thus any impacts to protected wildlife should be limited in duration to the period of construction and minimized by the use of directional drilling in the areas not directly in the existing road R-O-Ws.

The potential for the presence of archeological sites was examined in the attached report tilted Extension Of Water Service To Dutchess County Airport Proposed DC Water District Zone of Assessment N, Phase 1A Literature Review and Sensitivity Analysis, by CITY/SCAPE: Cultural Resource Consultants, dated November, 2014. The analysis done in the report concluded the following:

> "Based on the environmental factors located within the proposed project corridor, undisturbed areas, should they exist, would be considered to have the potential to contain a prehistoric site or sites. However, given the fact that the proposed project corridor is located within the existing roadway, the potential for the project corridor to contain prehistoric cultural resources is considered low. As stated above, in the eastern portion of the project corridor, the presence of a stream corridor, wetland area and steep slopes significantly decrease the potential for prehistoric cultural resources to be present. Overall, the prehistoric potential for the proposed project area to contain intact cultural resources is considered to be low".

Any increased levels of noise or equipment traffic will be limited to the hours of work and the estimated 6 months construction period. Properties along Airport Drive are predominately commercial and industrial in nature and should not prove to be sensitive to the limited increase in noise and construction traffic. Permits are required from the NYSDOT and the Town of Wappinger Highway Department for any work in their R-O-Ws, the project will abide by any permit conditions placed on the involved work to ensure the safety of the travelling public.

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 3 - Town of LaGrange	Borchert		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 17 - Town and Village of Fishkill	Miccio (C)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (VC)		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 11 **Resolution:** ✓ **Total :** 10 (Yes) 1 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015016 ADOPTION OF NEGATIVE DECLARATION FOR THE CENTRAL DUTCHESS WATER TRANSMISSION LINE (CDWTL) EXTENSION TO DUTCHESS COUNTY AIRPORT PROJECT ON THE BASIS OF THE FULL ENVIRONMENTAL ASSESSMENT FORM (FEAF)

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

Present: 24 **Resolution:** ___ **Total :** 24 0

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

Vacant: 0 **Abstentions:** 0

Amparo/Perkins - Amendment to Page 5 of Resolution Background – Full Environmental Assessment Form

The Town of Wappinger, and the City and Town of Poughkeepsie, are considered interested agencies for the subject action, because these municipalities will all be involved in subsequent actions to the installation of the CDWTL Extension to the Dutchess County Airport, which will provide for water service to properties on Airport Drive in the Town of Wappinger and the development and sale of water through a distribution system of the Dutchess County Airport.

Date: January 22, 2015 Resolution 2015016

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

Present: ____ **Resolution:** ____ **Total :** 23 (Yes) 1 (No)

Absent: ____ **Motion:** ____

Vacant: ____ **Abstentions:** 0

2015016 ADOPTION OF NEGATIVE DECLARATION FOR THE CENTRAL DUTCHESS WATER TRANSMISSION LINE (CDWTL) EXTENSION TO DUTCHESS COUNTY AIRPORT PROJECT ON THE BASIS OF THE FULL ENVIRONMENTAL ASSESSMENT FORM (FEAF)

January 22, 2015

Discussion on Resolution No. 2015016 proceeded as follows:

Legislator Amparo, duly seconded by Legislator Perkins, made a motion to add the following wording to "Attachment to Part 1 of the FEAF for CDWTL Extension to Dutchess County Airport," FEAF Part 1 F. Additional Information, page 5:

> The Town of Wappinger, and the City and Town of Poughkeepsie are considered interested agencies for the subject action, because these municipalities will all be involved in subsequent actions to the installation of the CDWTL Extension to the Dutchess County Airport, which will provide for water service to properties on Airport Drive in the Town of Wappinger and the development and sale of water through a distribution system of the Dutchess County Airport.

Legislator Borchert questioned if it was appropriate for the Legislature to amendment the attachment.

Chairman Rolison stated that the Department of Public Works believed that this amendment was appropriate.

Legislator Kelsey questioned why the City of Poughkeepsie was involved.

Brad Barclay stated that the Central Dutchess Water Transmission Line received its water from the city and town of Poughkeepsie.

The foregoing amendment was unanimously adopted with Legislator MacAvery being the only no vote.

Roll call on the resolution resulted as follows:

AYES:	23	
NAYS:	1	Tyner
ABSENT:	1	MacAvery

Resolution adopted.

Environment

RESOLUTION NO. 2015017

RE: REAPPOINTMENT OF RUDY VAVRA TO WATER AND WASTEWATER AUTHORITY

Legislators MICCIO, PULVER, SAGLIANO, PERKINS, FARLEY, and MAC AVERY offer the following and move its adoption:

WHEREAS, there exists a vacancy on the Board of the Dutchess County Water and Wastewater Authority, and

WHEREAS, Section 1123 of the Public Authorities Law provides that one member of the Dutchess County Water and Wastewater Authority shall be jointly appointed by the County Executive and the Chairman of the County Legislature, subject to confirmation by the County Legislature, and

WHEREAS, the County Executive and the Chairman of the County Legislature have jointly reappointed Rudy Vavra, of Rhinebeck, New York, as a member of such authority, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby ratify and confirm the reappointment of Rudy Vavra, of Rhinebeck, New York, as a member of the Dutchess County Water and Wastewater Authority for an unexpired term effective immediately and continuing December 31, 2019.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1/30/2015

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 22nd day of January 2015, 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 22nd day of January 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 3 - Town of LaGrange	Borchert		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (VC)		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

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

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2014017 REAPPOINTMENT OF RUDY VAVRA TO WATER AND WASTEWATER AUTHORITY

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

2014017 REAPPOINTMENT OF RUDY VAVRA TO WATER AND WASTEWATER AUTHORITY

January 22, 2015

Budget, Finance, & Personnel

RESOLUTION NO. 2015018

RE: APPOINTMENT TO THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

WHEREAS, the Dutchess County Industrial Development Agency was created pursuant to Section 925 of the General Municipal Law, and

WHEREAS, Section 856 of the General Municipal Law provides that the members of such agency shall be appointed by the governing board of the municipality and shall serve at the pleasure of such appointing authority, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby appoint Alfred Torreggiani of Hyde Park, New York as a member of the Dutchess County Industrial Development Agency to replace Henry Killian.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1-28-2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

ALFRED D. TORREGGIANI
18 Phillips Drive, Hyde Park, New York

EMPLOYMENT

PRESIDENT/OWNER — YEARS EMPLOYED (2005 - Present)
Key Interiors LLC. — *Poughkeepsie, New York*

Twenty-five years of Construction related experience in the Public and Private Sector. Highly adept at identifying and resolving field related construction issues. Handles Financial Cost Controls, Budget, Cash Flow analysis, and Accounting Firm Coordination. Monitors the day-to-day operations such as Contract Negotiations, Estimating, Production and Material Management, Budgeting, Value Engineering, and Critical Path Scheduling.

CO-OWNER/PROJECT MANAGER/ESTIMATOR — YEARS EMPLOYED (1999 - 2005)
Key Interior Acoustical. — *New Windsor, New York*

Responsible for Estimating, purchasing and award of Sub-Contracts, Field/Owner/Construction Manager Coordination, Manpower Assessment and Delegation, Ordering Materials, and Project Document Controls.

PROJECT MANAGER/ESTIMATOR — YEARS EMPLOYED (1994 - 1999)
ADT Construction — *Poughkeepsie, New York*

Responsible for Estimating, purchasing and award of Sub-Contracts, Field/Owner/Construction Manager Coordination, Manpower Assessment and Delegation, Ordering Materials, and Project Document Controls.

PROJECT MANAGER/ESTIMATOR — YEARS EMPLOYED (1988 - 1994)
Merrit-Meridian Construction — *Beacon, New York*

Responsible for Estimating, purchasing and award of Sub-Contracts, Field/Owner/Construction Manager Coordination, Manpower Assessment and Delegation, Ordering Materials, Project Document Controls in addition to general office duties.

LETTER CARRIER — YEARS EMPLOYED (1981 - 1988)
United States Postal Service — *Yonkers, New York*

FIELD ENGINEER — YEARS EMPLOYED (1977 - 1981)
United States Army Corps of Engineers — *Monroe, New York*

EDUCATION

Saunders Trade and Technical School — *Yonkers, New York*
John Jay High School — *Hopewell Junction, New York*

SKILLS

- *On Center Software*
- *Microsoft Office Professional*
- *Work Perfect Suite 10*
- *Microsoft Access*
- *Microsoft Project*
- *Prolog Manager*
- *Tally Systems*
- *AS/4000*
- *AutoCAD*

ACCREDITATIONS

- *Construction Contractors Association - Board of Directors President*
- *Laborers' International Union 1000 - Trustee*
- *Greater Southern Dutchess Chamber of Commerce*

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2015018 APPOINTMENT TO THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015018 APPOINTMENT TO THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

January 22, 2015

Budget, Finance, & Personnel

RESOLUTION NO. 2015019

RE: DELEGATION OF AUTHORITY WITH RESPECT TO CERTAIN REAL PROPERTY TAX REFUNDS

Legislators BORCHERT, MICCIO, ROMAN, SAGLIANO, and FARLEY offer the following and move its adoption:

WHEREAS, Section 556 of the Real Property Tax Law requires that the tax levying body approve or reject an application for a tax refund requested for a claimed unlawful entry, clerical error or error in essential fact, and

WHEREAS, Section 556 of the Real Property Tax Law allows the tax levying body to delegate the authority to perform the duties of such tax levying body, and

WHEREAS, said delegation is considered a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA") and does not require environmental impact statements or any other determination or procedure under Part 617, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby designates the Dutchess County Commissioner of Finance as the official who shall be authorized to make property tax refunds in accordance with applicable provisions of Section 556 of the Real Property Tax Law, and be it further

RESOLVED, that the Dutchess County Commissioner of Finance's authority is applicable only where the recommended refund is TWENTY FIVE HUNDRED DOLLARS and 00/100 ($2,500.00) or less, and be it further

RESOLVED, that this resolution and the delegation authority it grants shall only be in effect during the calendar year in which it is adopted, and be it further

RESOLVED, that when the Commissioner of Finance denies the refund in whole or part, or the refund requested is an amount in excess of $2,500.00, the Commissioner of Finance shall submit to the County Legislature for its review and disposition her written report and recommendation together with copies of the application and the reason for the denial of the refund, and be it future

RESOLVED, that on or before the 15th day of each month, the Dutchess County Commissioner of Finance shall submit a report to the County Legislature of the refunds processed during the preceding month, which report shall contain the name of the recipient, the location of the property, and the amount of the refund, and be it further

RESOLVED, that this resolution shall be filed in the Offices of the Dutchess County Clerk and the Clerk of the Dutchess County Legislature.

APPROVED

CA-01-15 HS:CM:db/ca 12/16/14 G-0145 Fiscal Impact: None

MARCUS J. MOLINARO
COUNTY EXECUTIVE

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

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

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015019 DELEGATION OF AUTHORITY WITH RESPECT TO CERTAIN REAL PROPERTY TAX REFUNDS

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015019 DELEGATION OF AUTHORITY WITH RESPECT TO CERTAIN REAL PROPERTY TAX REFUNDS

January 22, 2015

Budget, Finance, & Personnel

RESOLUTION NO. 2015020

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF YACONO TINA ZENO ETAL
ZENO ANGELO ZENO ANTHONY
GRID: 132800-6356-04-511494-0000

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

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Yacono Tina Zeno Etal Zeno Angelo Zeno Anthony for the levy year 2011 and described as Grid No 132800-6356-04-511494-0000 amounting to $212.30 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2012 for the tax lien year of 2012, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2012/6396 to enforce the collection of delinquent tax liens for the levy year 2011 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 15, 2014, Document # 02 2014 4088, and

WHEREAS, the sum of $700.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Lop Land Trust, c/o Jeremy Weaver, Trustee, 152 SW Covington Road, Port St Lucie, FL 34953 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1/30/2015

CA-05-15
HS:CM:deb/ca
12/29/2014
Fiscal Impact: None

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11
Absent: 1
Vacant: 0

Resolution: ✓
Motion: ___

Total : 11 (Yes) 1 (No)
Abstentions: 0

2015020 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF YACONO TINA ZENO ETAL
ZENO ANGELO ZENO ANTHONY
GRID: 132800-6356-04-511494-0000

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015020 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF YACONO TINA ZENO ETAL
ZENO ANGELO ZENO ANTHONY
GRID: 132800-6356-04-511494-0000

January 22, 2015

Budget, Finance, &Personnel

RESOLUTION NO. 2015021

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF FISHKILL
ASSESSED UNDER THE NAME OF COUNTY CONDUIT CORP
GRID: 133089-6155-01-461583-0000

Legislators BORCHERT, MICCIO, FARLEY, and MAC AVERY offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Fishkill assessed to County Conduit Corp for the levy year 2008 and described as Grid No. 133089-6155-01-461583-0000 amounting to $ 1,970.62 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 2, 2009 for the tax lien year of 2009, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index 2009/8011 to enforce the collection of delinquent tax liens for the levy year 2008 and earlier and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on August 17, 2011 in the Office of the Dutchess County Clerk, Document # 02 2011 3699, and

WHEREAS, the sum of $ 300.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Charlie Quarles Land Trust, c/o Eroc Herm, Trustee, 1947 SE Hillmoor Dr #214, Port St Lucie, FL 34952 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-07-15
HS:CM:deb/ca
1/5/15
Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2015021 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF FISHKILL
ASSESSED UNDER THE NAME OF COUNTY CONDUIT CORP
GRID: 133089-6155-01-461583-0000

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015021 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF FISHKILL ASSESSED UNDER THE NAME OF COUNTY CONDUIT CORP GRID: 133089-6155-01-461583-0000

January 22, 2015

Budget, Finance, & Personnel

RESOLUTION NO. 2015022

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF NORTH EAST
ASSESSED UNDER THE NAME OF BEILKE JOHN A
REGAN CHRISTOPHER
GRID: 133889-7273-00-332040-0000

Legislators BORCHERT, PULVER, and FARLEY offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of North East assessed to Beilke John A Regan Christopher for the levy year 2011 and described as Grid No 133889-7273-00-332040-0000 amounting to $397.51 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2012 for the tax lien year of 2012, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2012/6396 to enforce the collection of delinquent tax liens for the levy year 2011 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 15, 2014, Document # 02 2014 4088, and

WHEREAS, the sum of $1,000.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Lop Land Trust, c/o Jeremy Weaver, Trustee, 152 SW Covington Road, Port St Lucie, FL 34953 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-06-15
HS:CM:deb/ca
12/29/2014
Fiscal Impact: None

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

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

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015022 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF NORTH EAST ASSESSED UNDER THE NAME OF BEILKE JOHN A REGAN CHRISTOPHER GRID: 133889-7273-00-332040-0000

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015022 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF NORTH EAST ASSESSED UNDER THE NAME OF BEILKE JOHN A REGAN CHRISTOPHER GRID: 133889-7273-00-332040-0000

January 22, 2015

Budget, Finance, & Personnel

RESOLUTION NO. 2015023

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF NORTH EAST
VILLAGE OF MILLERTON
ASSESSED UNDER THE NAME OF ROSAS MICHAEL P ROSAS TRINA M
GRID: 133801-7271-15-572294-0000

Legislators BORCHERT, PULVER, and FARLEY offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of North East Village of Millerton assessed to Rosas Michael P Rosas Trina M for the levy year 2011 and described as Grid No 133801-7271-15-572294-0000 amounting to $6,893.08 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2012 for the tax lien year of 2012, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2012/6396 to enforce the collection of delinquent tax liens for the levy year 2011 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded in the Office of the Dutchess County Clerk, July 15, 2014, Document # 02 2014 4088, and

WHEREAS, the sum of $23,903.00 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, and in payment of all unpaid taxes and all other charges due and owing, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to Strekte NY, 835 47th Street, Brooklyn, NY 11202 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1/30/2015

CA-13-15
HS:CM:deb/ca
12/31/2014
Fiscal Impact: None

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
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District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

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

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2015023 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF NORTH EAST VILLAGE OF MILLERTON ASSESSED UNDER THE NAME OF ROSAS MICHAEL P ROSAS TRINA M GRID: 133801-7271-15-572294-0000

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill; and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
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District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015023 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF NORTH EAST VILLAGE OF MILLERTON ASSESSED UNDER THE NAME OF ROSAS MICHAEL P ROSAS TRINA M GRID: 133801-7271-15-572294-0000

January 22, 2015

Budget, Finance, & Personnel

RESOLUTION NO. 2015024

RE: AUTHORIZING PAYMENT FROM THE INSURANCE RESERVE FUND OF 2014 UNENCUMBERED VOUCHERS – DEPARTMENT OF HUMAN RESOURCES/RISK MANAGEMENT (A.1910.12)

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

WHEREAS, the submission of vouchers following the close of the 2014 budget year has shown that there are outstanding 2014 payment invoices in the Department of Human Resources/Risk Management in the sum of $205,332 for services to said department, and

WHEREAS, said charges were proper except that appropriations were depleted for 2014 and, therefore, no funds remained to encumber, and

WHEREAS, the charges reflected by said vouchers remain unpaid, and

WHEREAS, the County of Dutchess maintains an insurance reserve fund pursuant to Section 6-n of the General Municipal Law in connection with the defense of tort cases, and

WHEREAS, the State Comptroller has, pursuant to County Law Section 362, expressed the opinion that claims for services rendered to a County in an earlier year may be paid in a later year if the services were valid when made and if there are moneys legally available to be used for such purposes (Opinion 69-686), and

WHEREAS, the County Attorney has requested that the sum of $205,332 be made available to be used to pay these outstanding invoices, now, therefore, be it

RESOLVED, that the sum of $205,332 from the insurance reserve fund created pursuant to Section 6-n of the General Municipal Law be released for payment of said invoices, and be it further

RESOLVED, that payment from 2015 funds in hereby approved, and be it

RESOLVED, that the Commissioner of Finance is authorized and directed to amend the 2015 adopted County Budget as follows:

<u>APPROPRIATIONS</u>
<u>Increase</u>

A.1910.12.4444	Attys/Assgnd Counsel	$205,332

REVENUES

Increase

A.9998.95110.07	Approp. Fund Balance – Appropriated Reserve Insurance Reserve	$205,332

CA-24-15
KPB/ca/G-0749
1/15/15
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

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 $ 205,332

Total Current Year Revenue $ 205,332

and Source
Appropriated Reserve Insurance Reserve

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:

Resolution authorizes outstanding 2014 invoices for the Department of Human Resources/Risk Management to be paid from funds available in the 6-n insurance reserve fund.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 1/15/2015

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
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District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2015024 AUTHORIZING PAYMENT FROM THE INSURANCE RESERVE FUND OF 2014 UNENCUMBERED VOUCHERS – DEPARTMENT OF HUMAN RESOURCES/RISK MANAGEMENT (A.1910.12)

January 22, 2015

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District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015024 AUTHORIZING PAYMENT FROM THE INSURANCE RESERVE FUND OF 2014 UNENCUMBERED VOUCHERS – DEPARTMENT OF HUMAN RESOURCES/RISK MANAGEMENT (A.1910.12)

January 22, 2015

BUDGET, FINANCE & PERSONNEL
REVISED 1/20/15

RESOLUTION NO. 2015025

RE: RATIFYING THE 2014-2016 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, DUTCHESS COUNTY (CSEA) AND AMENDING THE 2015 ADOPTED COUNTY BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS FOR THE CSEA MEMBERS AND FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES AS WELL AS THE BOARD OF ELECTIONS COMMISSIONERS

Legislators ROLISON, JETER-JACKSON, and FARLEY offer the following and move its adoption:

WHEREAS, the negotiating teams for Dutchess County and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Dutchess County Local (CSEA) have negotiated a proposed Collective Bargaining Agreement regarding the terms and conditions of employment for the bargaining unit for the years 2014 through 2016, and

WHEREAS, the CSEA has ratified the proposed Collective Bargaining Agreement, and

WHEREAS, it is necessary for this Legislature to ratify the Collective Bargaining Agreement, and

WHEREAS, a copy of the proposed Collective Bargaining Agreement is attached hereto and made a part hereof, and

WHEREAS, the County wishes to adjust the salaries of Dutchess County Management employees, who are not members of a bargaining unit, and Confidential employees comparable to the CSEA salary adjustments, and

WHEREAS, the County wishes to adjust the salaries of the Dutchess County Board of Elections Commissioners to $81,580, and

WHEREAS, it is now necessary to amend the 2015 Adopted County Budget to reflect the fiscal changes resulting from the ratification of the Collective Bargaining Agreement and the changes to the salaries of Management and Confidential employees and the Board of Elections Commissioners, and

WHEREAS, Exhibit A attached hereto outlines the necessary budget amendments to fulfill the intent of this resolution, now, therefore, be it

RESOLVED, that the proposed Collective Bargaining Agreement between Dutchess County and the Civil Service Employees Association, Inc., Local 1000, AFSCME,

AFL-CIO, Dutchess County Unit, (CSEA), be ratified in substantially the same form as attached hereto and made a part hereof, and be it further

RESOLVED, that the County Executive hereby is authorized and empowered to execute and deliver the Collective Bargaining Agreement on behalf of the County **in substantially the same form as that adopted by this Legislature**, and be it further

RESOLVED, that the 2015 Adopted County Budget is hereby amended to reflect the salary adjustments set forth in Exhibit A attached hereto and made a part hereof, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2015 Adopted County Budget as set forth on Exhibit A attached hereto and made a part hereof, and be it further

RESOLVED, the Commissioner of Finance is further authorized, empowered, and directed, within the appropriations authorized herein, to make such other budget amendments as necessary to facilitate transfers among departments and the Appropriated Fund Balance to implement the provisions of the salary adjustments as set forth on Exhibit A attached hereto and made a part hereof.

CA-02-14
JMF/ca/P-1413
1/15/15
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1/30/2015

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 22nd day of January, 2015, 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 22nd day of January, 2015.

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 $ 5,368,000

Total Current Year Revenue $ 1,000,000
and Source

Appropriated Fund Balance

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

Identify Line Items(s):

A.9998.95990 Appropriated Fund Balance

Related Expenses: Amount $ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $4,368,000

3 year period 1/1/14- 12/31/16: $7,339,000

Additional Comments/Explanation:

Prepared by: Jessica White, Budget Office

Out.pdf

Budget Amendments

	Line No.	Description	Amount
APPROPRIATIONS:			
Increase			
	A.1310.1010*	Positions	4,193,000
	A.9010.8100	Retirement	839,000
	A.9030.8200	Social Security	321,000
	A.1980.4668	MTA Payroll Tax	15,000
			5,368,000
REVENUE:			
Increase			
	A.6010.46100.02	DCFS Admin.RF2A	607,000
	A.6010.36100.04	DCFS Admin.RF2A	122,000
	A.4010.01.34010.01	Pub.Hlth.Article 6	23,000
	A.4010.27.34010.01	Pub.Hlth.Article 6	15,000
	A.4010.29.34010.01	Pub.Hlth.Article 6	66,000
	A.4010.30.34010.01	Pub.Hlth.Article 6	18,000
	A.4010.31.34010.01	Pub.Hlth.Article 6	25,000
	A.6772.52.19720.40	Pgm for the Aging. DCFS/NY Connects	73,000
	A.8020.22100.01	Gen Serv, Other Gov't . Urban Counties	18,000
	A.8020.49020	Planning Studies	21,000
	A.7310.01.36700.02	Family & Child. RF2	5,000
	A.7310.55.36700.02	Family & Child. RF2	7,000
	A.9998.95990	Appropriated Fund Balance	4,368,000
			5,368,000

*1010 Positions includes all position costs including Temp Help, Straight Overtime, Overtime, and Shift Differential

NOTE: Appropriations for CSEA and MC are being placed in Finance until funds are allocated, then the money will be moved as necessary

TABLE OF CONTENTS

ARTICLE I 1
Definitions 1
ARTICLE II 2
Recognition 2
Section 1. Representation 2
Section 2. Membership Dues 2
Section 3. Agency Shop Fee 2
Section 4. No Strike Affirmation 3
ARTICLE III 3
Collective Bargaining Unit 3
Section 1. Definition of Unit 3
Section 2. Modification of Unit 3
Section 3. Amended Appendices 3
ARTICLE IV 4
Compensation 4
Section 1. Supporting Documents 4
Section 2. Salaries 4
Section 3. Shift Compensation 4
Section 4. Emergency Call-back Pay 5
Section 5. Increments 5
Section 6. Annual Performance Appraisal 6
Section 7. Longevity Payment 6
Section 8. On-Call Pay/Beeper Pay 6
Section 9. Recoupment 7
ARTICLE V 7
Workday And Work Week 7
Section 1. Basic Workday and Work Week 7
Section 2. Office Hours 8
Section 3. Working Hours 8
Section 4. Record of Attendance 8
Section 5. Flex Time 8
Section 6. Alternate Work Week Program 8
Section 7. Shared Positions 9
ARTICLE VI 9
Overtime 9
Section 1. Straight Time, Compensatory Time, and Time and One-Half 9
Section 2. Excluded Titles 10
Section 3. Hourly Rate Computation 10

Section 4. Holiday Work 10
Section 5. In Lieu Day 11
Section 6. Work Week Computation 11
Section 8. Distribution of Overtime 11
Section 9. Change of Work Hours 11

ARTICLE VII 11

Holidays, Vacations, Leaves 11
Section 1. Holidays 11
Section 2. Vacations 12
Section 3. Sick Leave 12
Section 4. Personal Leave 13
Section 5. Leave for Civil Service Examination; Interviews 14
Section 6. Leave for Court and Jury Attendance 14
Section 7. Military and Other Leaves Required by Law 14
Section 8. Workers' Compensation Leave 14
Section 9. Leaves of Absence Without Pay 15
Section 10. Child Care Leave 15
Section 11. Emergency Fire/Disaster Leave 15
Section 12. Bereavement Leave 15

ARTICLE VIII 16

Health Insurance; Dental; Optical; Retirement 16
And Disability Insurance Plans 16
Section 1. Health Insurance for Current Employees 16
Section 2. Health Insurance for Retired Employees and Surviving Spouses 17
Section 3. Dental Plan 18
Section 4. Optical Plan 18
Section 5. Retirement Plans 18
Section 6. Disability Insurance 18
Section 7. Health Insurance Buy-Out. 19

ARTICLE IX 20

Tenure 20
Section 1. Rights of Non-Competitive and Labor Classes 20
Section 2. Layoffs. 20

ARTICLE X 21

Miscellaneous 21
Section 1. Merit Award Program 21
Section 2. Tuition Payments; Tuition Waivers 21
Section 3. Meal Payments 21
Section 4. Mileage 22
Section 5. Out-of-County Travel; Conference Attendance; Reimbursement 22
Section 6. Promotion 23
Section 7. Uniforms, Work Clothes and Tool Allowance 23
Section 8. Deductions 23

Section 9. Parking 24
Section 10. Work Locations 24
Section 11. Curtailment of Services; Contracting Out 24
Section 12. Benefits and Leave for Employees Paid on an Hourly Basis 24
Section 13. Past Practice 25
Section 14. Employee Fitness Program. 25
Section 15. Deferred Compensation 25
Section 16. Notice Upon Separation 26
Section 17. County Vehicles 26
Section 18. Direct Deposit 26
Section 19. Flex 125 Plan 27
Section 20. Flexible Spending Plan 27
Section 21. One Hour Reporting Time Standard 27
Section 22. Defensive Driving Courses 28
Section 23. Alcohol and Drug Abuse Policies and Procedures 28
Section 24. Non-Salary Reimbursements 28
Section 25. Licensed Social Worker Tuition Program 28

ARTICLE XI 30

Grievance Procedure 30
Section 1. Definitions 30
Section 2. Declaration of Basic Principle 30
Section 3. Initial Presentation 30
Section 4. Second Stage 31
Section 5. Third Stage 31
Section 6. Fourth Stage 32
Section 7. Waiver or Extension of Time; Time for Discussions and Hearings 32

ARTICLE XII 32

Union Rights 32
Section 1. Union Representatives 32
Section 2. Union Delegates 33
Section 3. Union Office Space 33
Section 4. Personnel Changes 33
Section 5. Payroll 33
Section 6. Legislative Meetings 33
Section 7. Job Specifications 33
Section 8. Union Notices 33

ARTICLE XIII 34

Management Rights 34

ARTICLE XIV 34

Classification And Allocation Procedure 34
Section 1. Definitions 34
Section 2. General 35

Section 3. Reclassification and Reallocation 35
Section 4. Reclassification and Reallocation Appeals 36
Section 5. Effective Dates 36

ARTICLE XV 36

Labor-Management Committee(s) 36
Section 1. Labor-Management Committee 36
Section 2. Special Labor-Management Committee 36

ARTICLE XVI 37

Implementation 37

ARTICLE XVII 37

Non-Discrimination 37

ARTICLE XVIII 37

Savings Clause 37

ARTICLE XIX 37

Scope 37

ARTICLE XX 38

Duration 38

APPENDIX A 40

Titles, Grades, Exclusions from Overtime at Time and One Half Rates, Requirements for Twenty Days Notice Upon Separation Of Bargaining Unit Members 40

APPENDIX B 50

2013 Salary Schedule 50

APPENDIX C.1 51

2014, 2015, & 2016 Salary Schedule 51

APPENDIX C.2 54

Longevity Schedule – CSEA 54

APPENDIX C.3 55

Beeper Compensation Schedule 55

APPENDIX D 56

Rules For The Administration Of The Salary Plan 56

APPENDIX E 58

Health Insurance Eligibility and Effective Date of Coverage 58

APPENDIX F 59

Disability Benefits 59

APPENDIX G 60
Alcohol and Drug Abuse Policies and Procedures 60
EXHIBIT A 63
APPENDIX H 64
Stipulations 64

THIS AGREEMENT, made this _____ day of January, 2015 by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814, having its principal place of business at 143 Washington Avenue, Albany, New York 12210 (hereinafter referred to as the "Union").

W I T N E S S E T H :

WHEREAS, it is the desire of the parties to this Agreement to negotiate collectively with regard to hours of work, wages, and working conditions in order to (a) promote a harmonious and cooperative relationship between government and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interest of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion, now, therefore, it is mutually agreed by and between the parties as follows:

ARTICLE I

Definitions

The following words and terms as used in this Agreement shall have the following meanings:

"Anniversary Date" means the date on which an Employee is hired.

"Adjusted Benefit Date," means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

"Adjusted Longevity or Increment Date," means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects the eligibility dates for increment or longevity awards.

"County" means the County of Dutchess, and its units of government including Dutchess Community College.

"County Executive" means the chief executive officer of the County, as that office is defined and established in Article III of the Dutchess County Charter, and the President of the Dutchess Community College, as defined and established pursuant to Article XXXI of the Dutchess County Charter, or their designees.

"Employee(s)" means a member of the work force of the County of Dutchess who is duly appointed to the titles set forth in Appendix "A", annexed to and made a part of this Agreement.

"He" means she, pursuant to Section 22 of the General Construction Law.

"Union" means the Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO, Dutchess County Unit, Dutchess County Local 814.

"Unit" means any department, office or division of County government as defined in the Dutchess County Charter or Administrative Code.

"Unit Head" means an officer or employee of the County charged with the responsibility of managing a Unit of County government, and includes a duly appointed designee where appropriate.

ARTICLE II
Recognition

Section 1. Representation

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

Section 2. Membership Dues

The County shall deduct from the wages of Employees and remit to the Union regular membership dues and such other Union insurance charges as may be mutually agreed upon by the County and the Union for those Employees who sign an authorization form permitting such payroll deductions.

Section 3. Agency Shop Fee

The County shall deduct from the wages of each Employee hired by the County who is not a member of the Union, an agency shop fee in accordance with the provisions of Section 208(3)(b) of the Civil Service Law. Such agency shop fee shall be deducted from the wages of such Employee within the first full payroll period after his date of employment. Agency shop fees shall be deducted and paid pursuant to the same procedures used in Section "2" of this Article, except that the County will separately designate, at the time of deduction, membership union dues and agency shop deductions.

The Union shall establish and maintain the following procedures providing for the refund to any Employee demanding the return of any part of the agency shop fee deductions which represent the Employee's pro rated share of the expenditures by the Union in aid of activities or causes only incidentally related to the terms and conditions of employment:

(a) An annual amount of 3% of the dues or agency shop fee paid by an individual shall be appropriated by the Union for political or ideological purposes. Any dues paying member of the Union or person paying an agency shop fee who objects to the appropriation of this portion of their payment for political or ideological purposes unrelated to collective bargaining shall have

the right to object to such appropriation. An objector shall file written notice by registered or certified mail of his objection with the Union's State Treasurer during the month of each year so designated by the CSEA, Inc. Upon receipt of such objection, the Union's State Treasurer shall remit to the objector 3% of the dues or agency shop fee paid by the objector during the past 12 months.

(b) Any person paying an agency shop fee who asserts that the Union is expending more than the amount referred to in paragraph (a) for political or ideological purposes may file a claim for such additional sum with the Union's State Treasurer by registered or certified mail.

Section 4. No Strike Affirmation

The Union affirms that it shall not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. It is further expressly agreed that the pledge herein recited is an essential element of consideration for this Agreement.

ARTICLE III
Collective Bargaining Unit

Section 1. Definition of Unit

The County agrees that the Union is the sole and exclusive negotiating representative for the Employees of the County who are duly appointed to the titles listed in Appendix "A" annexed hereto and made a part of this Agreement.

Section 2. Modification of Unit

The definition of Unit may be modified during the term of this Agreement as follows:

(a) By operation of law, when (i) a title is abolished, or (ii) a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law, and the changed title is not deemed to be managerial or confidential.

(b) By mutual agreement of the parties, pursuant to Article 14 of the Civil Service Law, when (i) a new title is created by the County pursuant to a classification proceeding authorized by Section 22 of the Civil Service Law, or (ii) when a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law and the changed title is deemed to be managerial or confidential.

Section 3. Amended Appendices

Updated Appendices "A" indicating modifications of the Unit as authorized above shall be provided by the County to the Union on a semi-annual basis.

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 "A");
(b) Annual Salary Schedule for 2013 (Appendix "B");
(c) Annual Salary Schedule for (July 1st) 2014, 2015, & 2016 (Appendix "C.1");
(d) Longevity Schedule (Appendix "C.2");
(e) Beeper Compensation Schedule (Appendix "C.3");
(f) Rules for Administration of the Salary Plan (Appendix "D").

Both parties agree to adopt these documents as part of this Agreement in the manner set forth below.

Section 2. Salaries

The salary schedule for 2013 (Appendix "B") reflects a 0 percent increase over the 2009 salary schedule.

(a) The salary schedule for 2014 reflects an increase of two percent (2.0%) over the 2013 schedule. Such increase shall be effective July 1, 2014.
(b) The salary schedule for 2015 reflects an increase of two percent (2.0%) over the 2014 schedule.
(c) The salary schedule for 2016 reflects an increase of two and one half percent (2.5%) over the 2015 schedule. In addition, a 9th Step shall be added at the same percentage increase as the existing steps in the schedule.
(d) Retroactive salary payments shall be paid to those Employees on the payroll on the date of Union ratification. In addition, retroactive payments shall be made to those Employees who have retired between July 1, 2014, and the date of final ratification, and are receiving a NYS retirement pension. Retroactive payments will be made to the estate of any Employee who died between July 1, 2014, and the date of final ratification. Retroactive payments shall be used to reduce any amounts owed to the County by an Employee that are subject to recoupment without regard to the provisions of Article IV, Section 9.

Section 3. Shift Compensation

A work day will be broken into three shift periods and Employees working other than the daytime (first) shift shall receive additional compensation as noted below. All shift hours which overlap two designated shift periods will be recognized for pay purposes to be within that shift period wherein over 60% of the working hours are set.

(a) First shift - 6:00 a.m. to 6:00 p.m. - the base rate established by the salary plan.
(b) Second shift - 6:00 p.m. to 12:00 p.m. - the base rate established by the salary plan for first shift personnel, plus 5%.

(c) Third shift - 12:00 midnight - 6:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 10%.

Section 4. Emergency Call-back Pay

An Employee called to come to work and who actually arrives at his worksite 4 or more hours before his regular work shift, shall be guaranteed a minimum of 3 hours pay plus actual travel time to and from work for all travel within Dutchess County. Travel time outside Dutchess County shall not be compensated. As much of the 3 hours as the Employee is required to work shall be considered overtime hours and shall be compensated at time and one half; the remainder, if any, of the guaranteed 3 hours and travel time shall be considered straight time and compensated as such. Unworked time shall be paid on a first shift basis. The following standards shall apply to emergency call-back situations:

(a) When an Employee is at work and requested to come back to work at a later time or date, this shall be considered pre-scheduled overtime and shall be compensated at regular overtime rates and not treated as emergency call-back.

(b) When an Employee is requested after the end of his regular shift (i.e. after he has punched out for the day) to come back to work prior to his next regular shift, he shall be compensated pursuant to the emergency call-back clause.

(c) When an Employee is ordered or requested to remain at work and work beyond his regular shift, this shall be construed as continuous overtime and shall be compensated at regular overtime rates.

(d) When an Employee is ordered to perform mandatory overtime on a non-continuous basis, that is to say if there is an interruption or break between the Employee's regular shift and the performance of the mandatory overtime and the Employee receives less than 12 hours notice, then this shall be treated as emergency call-back and shall be compensated pursuant to the emergency call-back clause of the agreement.

(e) Notwithstanding anything to the contrary set forth herein, if an Employee works from a vehicle as part of his job duties, that time shall be considered as time worked and compensated at time and one-half. He shall not, however, receive any additional travel time payments.

Section 5. Increments

(a) Increments based upon the annual step increment structure, as reflected in Appendices "C.1", shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "6" of this Article IV. Employees will receive their increments effective on their adjusted increment date.

(b) If an increment is denied, the Unit Head shall review the Employee's performance during the subsequent 6 months to determine if the increment should be

implemented at the end of that period. The subsequent decision shall not be subject to the grievance procedure.

(c) During the 6 month period subsequent to an increment award, if the Employee's performance diminishes to an unsatisfactory level, a Unit Head must follow the following procedure to reverse the increment award: The Employee must be advised of a performance deficiency in writing and given time to correct it. Subsequently, the Employee must be given formal counseling and be advised of his right to have a Union representative present at the counseling session. Increment reversal must be submitted to the Labor Management Committee and will become effective the first pay period following the approval of the Dutchess County Commissioner of Human Resources.

Section 6. Annual Performance Appraisal

(a) The parties recognize that the County has implemented a comprehensive annual performance appraisal system. This system will be used as the basis for award or denial of increments, longevities, promotions, and other formal personnel action.

(b) During the term of this Agreement, the parties agree to discuss the development of more refined wage administration and performance appraisal systems.

Section 7. Longevity Payment

(a) Longevity payments after 10, 15, 20, 25,30, and 35 years of service shall be paid as set forth on Appendix "C.2" to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "6" above. Employees will receive their longevities effective their adjusted longevity date.

(b) If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent 6 months to determine if the longevity shall be implemented at that time.

Section 8. On-Call Pay/Beeper Pay

(a) Employees who are required to carry a beeper and be available to respond on a 24-hour basis to job-related emergencies or urgent situations shall be compensated for each week of on-call assignment. A week of on-call assignment commences at 12:00 a.m. Saturday and ends on 11:59 p.m. Friday, 7 days later, unless alternate arrangements are made with the Unit Head.

(b) Compensation shall be based on the Employee's grade and frequency of on-call assignment as described in the Beeper Compensation Schedule (Appendix "C.3"). Compensation shall only be made when Employees are actually scheduled to be on-call. Employees who are required to carry a beeper and be available to respond on a 24-hour basis to job-related emergencies or urgent situations for less than a full week shall be compensated on a pro-rated basis.

(c) Employees may request beeper pay to be compensated as straight time compensatory time. The approval or denial of the Employee's request shall be in the sole discretion of the Unit

Head. Full time Employees shall receive either seven or eight hours of straight time compensatory time, consistent with the basic workday of their title as defined in Article V, Section 1(a), for each full week of beeper pay. Employees may not either split a week of on-call pay between payment and straight time compensatory time nor earn straight time compensatory time for partial weeks of on-call pay. If straight time compensatory time is granted, it must be taken within 6 months of the date earned or it shall be converted to sick leave. The provisions in paragraph (c) will not be subject to the grievance procedure.

Section 9. Recoupment

(a) When employees or departments become aware of an overpayment, the Departments of Human Resources and Finance shall be notified in writing. Notification shall include the name of the employee and the nature and duration of the overpayment.
(b) The Dept. of Human Resources shall notify the Union by contacting the Union President. The Union shall be notified of the affected employees, the amount and the reason for the overpayment.
(c) The Finance Department shall notify each employee in writing of the amount and reason or the overpayment and the payment or recoupment schedule to be followed. Payroll deductions will be used. Deductions shall be made at the rate of $50.00 per payroll until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.
(d) If the recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be taken from the employee's last paycheck.
(e) If a recoupment schedule of $50.00 per payroll represents an undue hardship to an employee, the employee may request to the Dept. of Human Resources that a lesser recoupment be taken. The decision of the Dept. of Human Resources on the request shall be final. Until the decision is made by the Dept. of Human Resources, there shall be no recoupment made by the Finance Department. In addition, notwithstanding anything to the contrary, an Employee may request a repayment amount in excess of $50.00 per payroll.

ARTICLE V
Workday And Work Week

Section 1. Basic Workday and Work Week

(a) Full time Employees. The basic work week for office personnel is 35 hours per week, 7 hours per day, Monday through Friday. The basic work week for all other Employees is 40 hours per week, 8 hours per day, Monday through Friday.

(b) Part time Employees. The basic work week for part time Employees is one half the basic work week for full time Employees.

(c) Split Shift. No Employee will regularly be required to work a split shift.

(d) Non-Continuous Overtime. A Unit Head may direct an Employee to work in excess of 35 hours per week on a non-continuous basis provided the Employee is advised of the

additional hours at least 12 hours in advance and given a specific time and date to report. Any hours worked between 35 and 40 hours shall be compensated on a straight time basis. Hours worked beyond 40 hours shall be compensated at time and one-half rates. These additional hours worked are not subject to compensation pursuant to Article IV, Section "4" Emergency Call-back Pay.

Section 2. Office Hours

Excluding legal holidays, all offices shall be open for the transaction of business from 9:00 a.m. to 5:00 p.m., Monday through Friday.

Section 3. Working Hours

In those Units where it is necessary to conduct certain functions or operations on a 24-hour basis daily or on other than a first-shift basis, the working days and hours of an Employee may be established by the County Executive. Should the County Executive determine in the future that it is necessary to operate a Unit on a 24-hour basis daily or on other than a first-shift basis, the impact of such determination on the affected Employees and their terms and conditions of employment shall be negotiated between the County and the Union.

Section 4. Record of Attendance

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

Section 5. Flex Time

(a) A full-time Employee may submit a written flex time proposal on his behalf to the Unit Head. If the Unit Head and the Employee agree to a flex time proposal, it will be channeled through the Dept. of Human Resources to the Labor Management Committee for its review and recommendations prior to implementation.

(b) If the Unit Head denies the proposal, he shall submit the proposal and his response to the Labor Management Committee. The Labor Management Committee will review the proposal and make recommendations to the Unit Head. Upon its request, the Unit Head will submit the basis for his determination and/or the Employee will submit additional information to the Labor Management Committee to assist it in its review. All recommendations shall be advisory and non-grievable and not otherwise subject to administrative or judicial challenge. Recommendations must be supported by a majority of the full membership of the Committee.

(c) Flex time requests shall not be unreasonably denied.

Section 6. Alternate Work Week Program

Due to the demonstrated need of titles in the Probation Officer series in the Department of Probation and Community Corrections to work outside the normal office hours set forth in Section "2" above, the County and the Union agree to develop an alternate work week program

in accordance with a separate stipulation between the parties. Only the titles in the Probation Officer series shall be included in the program. The program will be for a 6-month period, after which it shall be reviewed and any further changes negotiated between the County and the Union. The County shall have the right to discontinue the program with 30 days' notice. Should other departments develop a need to work outside the normal work week, on a consistent basis, they may submit their requests in writing to the Labor Management Committee.

Section 7. Shared Positions

(a) A Unit Head may establish shared positions in which two Employees share the work hours of a single position. In his discretion, a Unit Head may establish work schedules for shared positions, which, in the aggregate, are less than full time hours. He may assign those hours unequally. Combined work schedules, however, shall not exceed full time hours for the position without the prior approval of the Unit Head. The designation or elimination of a shared position by a Unit Head shall be subject to approval by the Commissioner of Human Resources and that decision shall not be subject to a contract grievance. Incumbent full-time Employees must consent if they are reassigned to a shared position.

(b) Employees in shared positions shall be deemed hourly Employees for the purposes of this Contract and shall be paid and receive such benefits as provided for in Article X Section 12(b), (c) and (d) of the Collective Bargaining Agreement.

(c) An Employee in a shared position may elect to receive health insurance and shall contribute towards the premium cost of the applicable health insurance plan through payroll deductions. Notwithstanding any other Contract provisions to the contrary addressing Employee contributions for health insurance, an Employee in a shared position with an adjusted benefit date before July 1, 1979 shall contribute 50% towards the premium cost of the applicable plan and an Employee with an adjusted benefit date on or after July 1, 1979 shall contribute 60% towards the premium cost of the applicable plan.

(d) Employees in shared positions shall not be eligible for optical insurance but shall be eligible for dental insurance as provided in Article VIII, Section 3, and shall contribute for dental insurance as provided in Article X, Section 13(e) and 13(f).

ARTICLE VI
Overtime

Section 1. Straight Time, Compensatory Time, and Time and One-Half

(a) Office Employees. Except as otherwise provided in this Article, office personnel shall be compensated at straight time rates or receive straight time compensatory time for hours worked between 35 and 40 hours per week. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.

(b) Office personnel who work over 40 hours per week shall be compensated at the time and one-half rate or receive time and one-half compensatory time. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.
(c) Other Employees. Except as otherwise provided in this Article, overtime for all other Employees is defined as all hours worked in excess of 40 hours per week. Overtime shall be compensated at the time and one-half rate and shall be granted in pay or time off, in the discretion of the Unit Head, taking into consideration the Employee's needs.
(d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.
(e) If compensatory time is granted, it shall be taken within 6 months of the date earned or it shall be paid to the Employee in the first payroll period of the seventh month.
(f) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Unit Head.
(g) Upon the death or separation of an Employee, the Employee's estate or the Employee shall be paid for all unused accumulated compensatory time.

Section 2. Excluded Titles

(a) The County and the Union agree to review titles to be excluded from the overtime provisions of the Fair Labor Standards Act. Titles mutually agreed upon are set forth in Appendix "A", which is annexed to and made a part of this Agreement, and which may be modified upon mutual consent. Titles on which the parties cannot agree shall be sent to the United States Department of Labor for a determination, which determination shall be binding. New titles allocated to the same or a higher salary grade as a result of the reclassification or reallocation of current excluded titles shall remain excluded from the overtime provisions of the Fair Labor Standards Act. Appendix "A" shall be amended accordingly.

(b) Any titles which are excluded from the overtime provisions of the Fair Labor Standards Act shall be paid at straight time rates or receive straight time compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs, for all hours worked beyond 35 hours per week. If straight time compensatory time is awarded, it will be treated as provided in Section 1 above.

Section 3. Hourly Rate Computation

The hourly rate for salaried Employees shall be computed by dividing the Employee's annual salary by the number of work hours in the year.

Section 4. Holiday Work

(a) An Employee who is required to work on a holiday shall be paid at the rate of time and one half the hours worked. At the discretion of the Unit Head, taking into consideration the

Employee's needs, an Employee may either be paid his normal day's pay for the holiday or receive another day off, which will be known as an alternate holiday.

(b) If the alternate holiday is granted and an Employee is subsequently required to work on his alternate holiday, he shall be:

(i) Paid on a straight time basis, unless the alternate holiday hours combined with his regular worked hours for that week exceed 40 hours. All time over 40 hours shall be compensated at the time and one-half rate.

(ii) Paid according to the provisions under Emergency Call Back if he is required to work with less than 12 hours notice.

(iii) Allowed to cancel his scheduled alternate holiday and take it at a later date.

(c) The alternate holiday shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

Section 5. In Lieu Day

Should a holiday fall on an Employee's normal day off, he shall be granted some other day off with pay in lieu of the holiday. For compensation purposes, the in lieu day shall be considered the legal holiday. The in lieu day shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

Section 6. Work Week Computation

For the purpose of determining whether an Employee is entitled to overtime pay, an unworked holiday, approved paid leave, or unworked compensatory time in an Employee's normal work week shall be considered as time worked.

Section 7. Overtime Pay Rate

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

Section 8. Distribution of Overtime

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

Section 9. Change of Work Hours

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

ARTICLE VII

Holidays, Vacations, Leaves

Section 1. Holidays

(a) New Year's Day
Martin Luther King Day
Labor Day
Columbus Day

Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(b) When a holiday falls on a Sunday, Employees will be entitled to the Monday immediately following for such observance. When a holiday falls on a Saturday, Employees will be entitled to the preceding Friday for such observance.

(c) Holiday observance at the Dutchess Community College shall be in accordance with this Article, except that holidays shall be scheduled by the College to coincide with the academic schedule.

(d) For those job classifications required to work on a 7 day schedule, Employees will observe all holidays on the actual date of the holiday.

Section 2. Vacations

(a) All Employees shall earn quarterly paid vacation on their adjusted benefit date based upon completion of each quarter year of continuous employment as noted below.

Days Earned Per Quarter of Continuous Employment				
During	First Qtr.	Second Qtr.	Third Qtr.	Fourth Qtr.
1st year	0	3	3	4
2nd – 5th	2	3	2	3
6th – 11th	3	4	4	4
12th – 15th	4	5	4	5
16th – 20th	5	5	5	5
21 years & over	6	6	6	7

(b) Unit Heads, in their discretion, will schedule vacation time taking into consideration the following factors: (i) Request of the Employee; (ii) Needs of the Unit and (iii) Seniority.

(c) An Employee may utilize vacation credits in minimum units of one hour. Employees shall be allowed to accrue vacation credits up to an amount not to exceed 45 days; accruals exceeding that limit shall be forfeited.

(d) Employees shall retain any earned vacation benefits if they transfer between Units within the County.

(e) Upon death, retirement or separation from the County in good standing, Employees will be paid the monetary value of accumulated unused vacation time in an amount not to exceed the maximum as specified in subdivision (c) above. If an Employee dies while employed by the County or retires from service on other than his adjusted benefit date, the County shall pay the pro-rated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (c) above.

Section 3. Sick Leave

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose

of this Section, immediate family means an Employee's husband, wife, children, mother or father. Sick leave will be accrued for an Employee at the rate of 1 day for each month of continuous employment with unlimited accumulation. Sick leave may be taken in minimum units of one hour. The Unit Head may, in his discretion, require confirmation of the use of sick leave and its purpose from the Employee.

(a) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 1 hour after the Employee's normal time for reporting to work. In the event that the absence of an Employee would necessitate that a substitute be called in, the Unit Head may require earlier notification. However, in no case will an Employee be required to report sick leave more than two hours prior to the start of his work day. Sick leave will not be paid if the Employee fails to provide notice as set forth above.

(b) Before absence for personal illness or disability in excess of two continuous days may be charged against accumulated sick leave credits, a Unit Head may require proof of illness or disability. A Unit Head may also require that an Employee be examined at County expense by a physician designated by the County. However, where an illness is of a "very personal nature", the County will accept and pay for an examination by the Employee's personal physician.

(c) If an Employee has used 6 days of sick leave during the course of a 12 month period, a Unit Head may require the aforementioned proof or examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness shall be required for a 6-month period from the last used sick day, if the Unit Head provides written notice that the Employee has exceeded the above limitation.

(d) A Unit Head may require that an Employee who has been absent because of personal illness or disability be examined by a County designated physician prior to his return to work. Said examination shall be scheduled and performed within 10 working days after the Unit Head receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. This examination will be paid for by the County and is intended to establish that the Employee is not disabled and can perform his normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.

(e) When an Employee changes Units within the County service, his accumulated sick leave credits shall be transferred with him.

(f) If an Employee's service with the County is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to County service in a permanent position within one year of his resignation, any sick leave credits cancelled at the time of resignation will be reinstated.

Section 4. Personal Leave

The purpose of personal leave is to permit Employees to attend to personal affairs that cannot be accommodated during non-working hours. Each Employee shall be entitled to four personal leave days during each year.

(a) Personal leave may be taken in minimum units of one hour.

(b) Prior approval of personal leave must be obtained from the Unit Head. Approval or denial of personal leave shall be based upon the needs of the Unit for the services of the Employee. The nature of the Employee's personal business shall not be a factor.

(c) For presently serving Employees, four days personal leave shall be earned each January 1st. For new or reinstated Employees, personal leave days shall be earned on the date of employment on a pro-rated basis from the date of employment through December 31st of that year.

(d) Unused personal leave hours shall be added to the accumulated sick leave of each Employee at the end of each year.

(e) When an Employee moves between Units within the County service, his accumulated personal leave credits shall be transferred with him.

Section 5. Leave for Civil Service Examination; Interviews

Upon the request of an Employee, a Unit Head shall grant leave with pay for the purpose of taking a civil service examination, provided that the examination is for employment with the County and also cannot be scheduled during non-working hours. This Section shall apply to written, oral and performance tests, physical examinations and reviews. Employees called for an interview for possible inter-departmental transfer within the County service or an exit interview prior to leaving County service will be allowed time off with pay for such purpose.

Section 6. Leave for Court and Jury Attendance

When an Employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

Section 7. Military and Other Leaves Required by Law

A Unit Head shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law.

Section 8. Workers' Compensation Leave

An Employee who is absent from work because of occupational injury or disease, which results in an award of workers' compensation, shall be entitled to leave with full pay for the waiting period, which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of employment, then the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the County by the Employee. A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the County and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, a Unit Head may require proof of the nature of the occupational injury or disease and proof of the

Employee's inability to return to work during this initial period. In addition, a Unit Head may require a physical examination, paid by the County, as a condition precedent to the Employee's return to work. Should the examination not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. The purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees. An Employee on workers' compensation leave as approved by the Workers' Compensation Board shall not be deemed off the payroll for the purpose of the definition of the terms adjusted benefit, increment or longevity dates as set forth in Article I hereof.

Section 9. Leaves of Absence Without Pay

The County Executive may, upon recommendation of a Unit Head, authorize a leave of absence, without pay, for a specified period of time not to exceed one year. All such leaves may, with the concurrence of the County, be terminated prior to their expiration.

Section 10. Child Care Leave

Upon request, on the birth or adoption of a child Employees are entitled to leave without pay for child care for a 6 month period. This leave may be extended for an additional 6 month period upon the recommendation of the Unit Head and approval of the County Executive. When both parents are County employees; the leave may be split into two (2) separate non-concurrent time blocks.

Section 11. Emergency Fire/Disaster Leave

Leave with pay shall be provided to duly appointed volunteer firefighters or members of volunteer ambulance rescue squads who must leave their jobs for an emergency, at the request of the commanding officer of the unit, or who are late for work because of involvement in a fire or rescue operation.

Section 12. Bereavement Leave

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.

ARTICLE VIII

Health Insurance; Dental; Optical; Retirement And Disability Insurance Plans

Section 1. Health Insurance for Current Employees

(a) The Employer shall provide and administer group health insurance plan coverage for the benefit of its Employees and their spouses and eligible dependents. The Employer currently offers two coverage options: 1.) a PPO (Preferred Provider Organization): the NYSHIP Empire Plan, and 2.) an HMO (health maintenance organization): MVP Health Plan Inc. Both health insurance plans provide a major medical plan including but not limited to primary care and specialist medical services, inpatient hospitalization, outpatient services, emergency and urgent care services, mental health inpatient and outpatient services, and a prescription drug plan. Details of the plans are contained in the health insurance providers' Summary Plan Description (SPD) and Summary of Benefits and Coverage, which are posted on the County intranet and available in electronic or paper format to employees upon request. The plans are governed by the contract between the medical providers, if any, and the Employer.

(b) To the best of its ability, the Employer shall comply with eligibility and coverage requirements consistent with New York State and federal law and regulations, including the Affordable Care Act.

(c) The County shall contribute the following amounts towards the premium cost of the applicable health insurance plan set forth in subdivisions (a) above:

(i) For Employees with an adjusted benefit date prior to July 1, 1979 – 95% towards the premium cost of the applicable plan.

(ii) For Employees with an adjusted benefit date on or after July 1, 1979 but before January 1, 2007 - 85% of the premium cost of the applicable plan.

(iii) For Employees with an adjusted benefit date on or after January 1, 2007, – 80% of the premium cost of the applicable plan for the first ten (10) full years of employment. Commencing on the Employees' eleventh (11th) year of employment, the County shall contribute at the same rate as for those Employees referenced in (ii) above.

(iv) Effective January 1, 2007, an Employee's health insurance contribution rate shall not be increased as a result of a change in his or her adjusted benefit date provided that Employee has remained continuously employed (no separation from employment followed by subsequent re-employment) by the County.

(v) Employees shall contribute the balance in 24 equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.

(d) The County reserves the right to review health insurance for double coverage due to other family members being employed. An Employee who is eligible for health insurance coverage through the County and another public or private employer must elect coverage under

only one of those plans. The Employee may have individual coverage for himself or family coverage for himself and some or all of his family under either plan, but the Employee may not have coverage for himself or any family member under both plans. Employees must fully cooperate with the County in implementing this provision.

(e) All Employees appointed to permanent budgeted positions working at least 17 1/2 hours per week with an expected term of employment of at least 6 months, shall be eligible for health insurance coverage. An application should be submitted as soon as possible after hiring. The effective date of coverage will be determined by the date of application with reference to the date of employment. If application for coverage is made during the first month of employment, the effective date will be the first day of the second month from the date of application. (See Appendix "E" for examples.)

(f) The County and the Union shall establish a Health Insurance Advisory Committee for the purpose of seeking effective and significant cost containment measures to control the rising cost of health insurance coverage. Such measures may include, but are not limited to, changing deductible and co-insurance requirements, changing health insurance carriers, seeking a health insurance administrator, and deleting or changing portions of health insurance plans. The Committee shall meet at least monthly and may bring in additional parties to assist in their review.

(g) The County may, as hereinafter provided, upon sixty (60) days written notice to the Union of its intention to do so, self insure, in whole or in part, any or all of the above referenced health insurance plans or thereafter, change to a health insurance carrier, or change health insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

Section 2. Health Insurance for Retired Employees and Surviving Spouses

(a) Employees who retire from the County, are receiving retirement benefits from the New York State Retirement System and have the County retirement service credit years with County government, shall have the option to elect contributory health insurance coverage from the County based on the following schedule:

County Service Credit Years	County Share of Coverage	
	Individual	Dependent
10 - 14 years	50%	35%
15 - 19 years	60%	45%
20 - 24 years	70%	55%
25 years or more	80%	65%

(b) Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. The County will pay 50% towards the cost of individual coverage. The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.

Section 3. Dental Plan

(a) The County shall continue to provide a non-contributory dental plan for eligible employees and their families substantially equal to the Guardian Dental Plan in effect on January 1, 2012. Pursuant to and in accordance with the terms of an agreement negotiated between the County and the CSEA, the County shall provide a non-contributory dental plan to the Employees and their families through Guardian Dental Plan which was in effect on January 1, 2012.

(b) All Employees appointed to permanent positions working 17 1/2 hours or more shall be eligible for dental plan coverage two (2) months following the end of the first month of their employment, provided the term of their employment is for 6 months or more.

(c) The County reserves the right to review dental insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

Section 4. Optical Plan

(a) The County shall continue to provide a non-contributory optical plan for all full-time employees and their families substantially equal to the plan presently known as the "CSEA Employee Benefit Fund Dutchess Plan." The County is not obligated to purchase the plan from the CSEA Benefit Fund.

(b) The County reserves the right to review optical insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

(c) All full-time Employees appointed to permanent positions shall be eligible for optical coverage two (2) months following the end of the first month of their employment provided the term of their employment is for six (6) months or more.

Section 5. Retirement Plans

The County shall continue to participate in the retirement plan provided in Sections 75-g and 41(j) of the New York State Retirement and Social Security Law, as in effect in 1973. In addition, the County shall continue to participate in a retirement plan provided in Section 60(b) of the New York State and Social Security Law. The County will offer a retirement plan pursuant to Section 75(i) of the New York State Retirement and Social Security Law, as the same was in effect in 1990.

Section 6. Disability Insurance

(a) The County shall continue to provide disability insurance through a private provider and not pursuant to the New York State Workers' Compensation Law, for all Employees on the payroll and appointed to permanent positions with a work commitment of 6 months or more. The disability insurance plan shall provide substantially those benefits as set forth in Appendix "I."

(b) The parties shall continue to share premium costs in the same proportion (68% County share, 32% Employee share), provided, however, the County share shall never exceed $6.80 per month per eligible Employee. All premium costs above $6.80 per month otherwise attributable to the County shall be paid by each eligible Employee. In such event, the parties agree to reopen negotiations solely on the issue of shared premium costs for disability insurance.

(c) Eligible Employees shall be enrolled in the disability insurance plan after 1 calendar month has elapsed from the close of the calendar month in which they were hired and thereafter shall immediately be eligible for benefits.

(d) Employees may not draw disability insurance benefits for any period or disability for which they were eligible for workers' compensation benefits.

(e) Employees may use benefit time to supplement their disability payments either for any applicable waiting period or to bring payments to 100% of base salary.

(f) Benefit time used for a period covered by the disability insurance plan shall be proportionately credited to the Employee when and if the County is reimbursed for the disability payment. Benefit time shall be credited to the Employee in the same sequence and category (sick, personal, and the like) as the time taken. It shall be credited in the same proportion the dollar disability reimbursement to the County bears to the dollar benefit time payment made to the Employee. Accordingly, if the disability reimbursement to the County is less than 100% of the benefit time payment to the Employee, then the time credited to the Employee shall be proportionately less than 100% of the benefit time taken.

Section 7. Health Insurance Buy-Out.

(a) An Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buy-out for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter an Employee may continue to apply for the buyout if that Employee would otherwise be eligible for health insurance.

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

(c) An Employee, deemed eligible under (a) above, may exercise the health insurance buyout by submitting an application to the County, during an open enrollment period designated by the County, along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County.

(c) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.

(d) Each Employee who exercises the health insurance buyout shall be paid $1,250.00 for an individual plan, and $2,500.00 for a family plan for the health insurance plans available pursuant to this Agreement.

(e) Payment shall be made between December 1st and December 15th of each year for the current year. If an Employee leaves County employment before December 15th, he shall receive a buyout payment pro-rated on a monthly basis for the appropriate period.

(f) 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.

(g) Employees who elect this buyout and subsequently retire, shall have their buyout payments pro-rated on a monthly basis for the current year. Retirees are not eligible for the buyout. As is present practice, an Employee must have been enrolled in a County health insurance plan on the date of retirement to be eligible for Retiree Health Insurance-Article VIII, Section 2.

ARTICLE IX
Tenure

Section 1. Rights of Non-Competitive and Labor Classes

(a) Permanent Employees in the non-competitive and labor classes shall be granted rights pursuant to Section 75 of the Civil Service Law upon completion of 12 months continuous and satisfactory service.

(b) Any Employee, whether in the competitive, non-competitive or labor classes, who has obtained Section 75 rights by statute or this contract, against whom removal or other disciplinary action is proposed shall, on service of charges and disciplinary proposals upon him by the County, either (i) answer and demand a hearing; or (ii) accept the removal or other disciplinary proposals contained in the charges.

An Employee who does not answer and demand a hearing within ten (10) days of service of charges and disciplinary proposals upon him and his Union, shall be deemed to have waived any right to a hearing and deemed to have accepted the removal or other disciplinary proposals sought in the charges. Service upon the Union shall be to the President at the unit CSEA office. The Union shall advise the County of any change in its address.

If service is not made on the Union, the preceding waiver shall not apply.

Section 2. Layoffs.

In the event of a layoff, non-competitive and labor class Employees shall be laid off by seniority based on first permanent appointment in the classified service with the County, followed by continuous service in the classified service with the County on a permanent basis up to the time of abolition or reduction of the non-competitive or labor class positions. Such Employees may retreat to positions they previously held on a permanent basis in the non-competitive or labor classes if the present incumbents of those positions have less seniority. Such Employees shall be recalled in order of seniority for a period of 2 years from the date of the layoff to a position in the non-competitive or labor classes which they previously held on a permanent basis. For purposes of this Section, the layoff unit will be defined in Article "1" as "Unit" and all titles will be defined in Appendix "A".

ARTICLE X
Miscellaneous

Section 1. Merit Award Program

The County agrees to maintain a merit award program as authorized by Section 88-a of the General Municipal Law. Under the program, all Employees shall have the opportunity to offer suggestions relative to the improvement of County services and working conditions.

Section 2. Tuition Payments; Tuition Waivers

(a) The County agrees to reimburse tuition payments at Dutchess Community College, BOCES, local high school evening divisions, public secondary institutions, or at any college or university (if the course is not available at Dutchess Community College), for Employees who have taken and successfully complete job-related courses which will improve the skills of such Employees. Reimbursement shall be subject to approval of a committee composed of the County Executive, plus two members of management appointed by the County Executive and two Employees appointed by the Union. All applications for tuition payment reimbursement shall be submitted on or before dates determined by the committee, which shall meet five times annually to review and act upon such applications. During each contract year, the total of all approved tuition payment reimbursements shall not exceed $30,000.00.

(b) The County shall offer a tuition waiver, exclusive of all fees, books, and the like, to any Employee appointed to a permanent position who enrolls in a credit course(s) for credit, on a space-available basis at Dutchess Community College. To be eligible for a tuition waiver, the employee must complete normal registration procedures as determined by Dutchess Community College.

An Employee must adhere to and abide by all academic regulations of the College.

Neither the County nor the College will have any obligation to expand class size beyond the prescribed enrollment maximums or add additional classes to accommodate a tuition waiver Employee. The parties agree that this program will continue as long as State funding for the enrolled participants is received.

Section 3. Meal Payments

The County shall provide a payment for meals for Employees working over and above a full-time workday in accordance with the following schedule:

(a) For work performed immediately following an Employee's regular or scheduled full-time workday:

(i) First complete 2 hour period - $5.75
(ii) The next succeeding complete 6 hour period - $3.50
(iii) Each succeeding complete 4 hour period thereafter - $3.50

(b) For work performed immediately before an Employee's regular or scheduled full-time workday:

(i) First complete 2 hour period - $1.80
(ii) The next preceding complete 6 hour period - $3.50
(iii) Each preceding complete 4 hour period - $3.50

(c) Emergency call-back:

(i) For each complete 4 hours period up to next workday - $3.50

(d) Prescheduled non-continuous overtime:

(i) For each complete 4 hour period - $3.50

(e) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section, shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (a), (b), (c) and (d) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

Section 4. Mileage

Employees required and authorized by their Unit Head to use their personal vehicle on County business shall be reimbursed a mileage allowance payment. The payment shall be at the IRS mileage reimbursement rate, upon submission of a voucher in acceptable form.

Section 5. Out-of-County Travel; Conference Attendance; Reimbursement

(a) Authorization by the Unit Head, subject to approval by the County Executive, of all out-of-county travel or attendance at conferences, in-service training sessions, or other meetings is required. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings, except when an Employee is directed by his Unit Head, subject to approval by the County Executive, to attend a meeting, conference or training session as a part of his job duties, he shall receive compensatory time for travel to and from the conference, meeting, or training site when such travel time is over and above his regular work day. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty days after incurrence of the expense. The County will reimburse the Employee within 30 days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee. Allowable expenses include mileage or other travel expenses, food, lodging, tolls, conference and tuition fees. Receipts for all expenses except mileage are required.

(b) Payment for meals is subject to the following limitations:

Breakfast - if departure is prior to 7:00 a.m.,

Lunch - if outside of County on County business between 11:00 a.m. and 2:00 p.m.,

Dinner - if arrival at home is after 7:00 p.m.

(c) Payment for meals may be made without a receipt in the following amounts:

Breakfast: $3.50;

Lunch: $5.00;

Dinner: $9.75.

(d) When an Employee is requested by a Unit Head to attend an in-county function and meals are an integral part of that function, the Employee shall be compensated for meal expenses associated with the function. The Employee shall be notified in advance of approval to attend the function and advised that compensation for meals will be made.

(e) When an Employee is assigned, as a regular part of his duties, by a Unit Head, to attend a job-related event, either in-County or out-of-County, and meals are an integral part of that event, the Employee shall be compensated for meal expenses associated with the event. The employee shall be notified, in advance, of approval to attend the event and advised that compensation for meals, subject to any restrictions designated by the Unit Head, will be made.

(f) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for the meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (b) and (c) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

Section 6. Promotion

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

Section 7. Uniforms, Work Clothes and Tool Allowance

(a) The County shall continue to provide protective work clothes for those positions presently identified as requiring such clothing. The County reserves the right subject to law to identify in the future other positions, which would warrant protective work clothes.

(b) The County reserves the right to require any group of Employees to wear a designated uniform. In that case, the County shall provide two sets of uniforms for winter and summer. Employees shall be responsible for every day cleaning, maintenance, and minor repair of uniforms. The County shall replace worn out uniforms or uniforms damaged beyond repair through no fault of the Employee.

(c) The County shall pay $150.00 per year to each Automotive Mechanic, Construction Equipment Mechanic I and Construction Equipment Mechanic II, to purchase new, replacement and/or additional tools for use in the course of employment.

(d) Each Airport Maintenance Mechanic II and the Airport Maintenance Supervisor shall provide, at his own expense, an appropriate set of tools, as determined by the Unit Head, for use while employed by the Department of Aviation. These tools shall be available for use during working hours and may be secured on County property upon approval of the Unit Head. Should any Employee provided tool fail during normal use, the County shall replace the tool with one of equal quality, provided the tool is not covered by an outside warranty.

Section 8. Deductions

The County will make no deductions from an Employee's wages without prior written notification as to the purpose and amount.

Section 9. Parking

(a) The County shall provide parking for County vehicles driven by Employees and for private vehicles when Employees are required to use them on a regular basis for County business. Regular use is defined as utilizing their personal vehicle at least 40% of the working time during a month. In cases where no County spaces are available, reimbursement will be made based on the actual cost of the parking facility where the Employee parks, to a maximum of $35.00 per month. The Employee will submit a voucher on a monthly basis, with receipts for parking and evidence of daily mileage during the month, to his Unit Head. The County will reimburse the Employee within 30 days of receipt of a voucher in acceptable form and will provide a copy of the voucher to the Employee.

(b) Effective upon final ratification of the contract, the County shall pay $12,500 to an interest bearing account for the purpose of assisting Employees who must pay for their parking. The further scope and procedures of the use of such funds will be negotiated by the parties.

Section 10. Work Locations

The County agrees to maintain or cause to be maintained, all work locations including leased work sites in a safe and sanitary condition.

Section 11. Curtailment of Services; Contracting Out

(a) Curtailment of Services. In the event the County decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment. The County will abide by the Civil Service Law and other applicable provisions of this Agreement in the layoff of competitive class Employees.

(b) Contracting Out. The County will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the County determines it has a need to contract out services that would cause the layoff of Employees, the County and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the County may proceed with such contracting out.

Section 12. Benefits and Leave for Employees Paid on an Hourly Basis

(a) Employees paid on an hourly basis include only the following:

(i) "part time Employees": all Employees regularly working at or less than half the normal work week.

(ii) "hourly Employees": all Employees regularly working more than half of the normal work week, but less than full time.

(iii) "hourly temporary Employees": all Employees appointed to temporary positions.

(b) Subject to Article IV, Section "5" of this Agreement, part time and hourly Employees shall be eligible for annual increments, provided they earned a minimum of 30% of the regular full time salary for the position every pay period of the previous year. Part time and hourly

Employees shall be eligible for a longevity, provided they earned a minimum of 30% of the regular full time salary for the position each year prior to the longevity award. The hourly rate shall be computed in accordance with Article VI, Section "3" of this Agreement.

(c) All Employees paid on an hourly basis shall accrue sick days, vacation, personal days and holiday credits on a pro-rata basis. Personal days, holidays and sick leave will become available at the end of each calendar quarter to each Employee who works continuously throughout that quarter. Vacation leave will become available consistent with Article VII, Section "2" of this Agreement. If an Employee paid on an hourly basis converts to a full time annual basis, the County shall (i) credit the Employee with the respective pro-rata vacation time as defined above and (ii) place the Employee on the appropriate vacation schedule. Any holiday balances will be credited to the Employee's sick leave accruals.

(d) Employees paid on an hourly basis are also eligible for other benefit leaves in pro-rata amounts not to exceed their normal work schedule.

(e) Employees with an adjusted benefit date prior to January 1, 1991 who work a minimum of half the regularly scheduled work week shall be eligible for health insurance coverage, provided they contribute towards the premium cost pursuant to Article VIII, Section "1" of this Agreement. These Employees will be eligible for fully paid dental insurance.

(f) Employees with an adjusted benefit date after January 1, 1991 who work a minimum of half the regularly scheduled work week, but less than a full work week, shall be eligible for health insurance and dental insurance coverages. The County will contribute 50% towards the premium costs of the coverages. The balance will be paid by the part time or hourly Employee electing the coverage(s).

Section 13. Past Practice

The parties agree that the term past practice shall mean a condition of employment existing on or prior to January 1, 1982, but not addressed by the terms of this Agreement, provided to an Employee or a group or class of Employees as a matter of practice by the County. The parties further agree that there shall be no past practices created after January 1, 1982; that if a term or condition of employment is not addressed in this Agreement, it shall not be considered binding on the County.

Section 14. Employee Fitness Program.

The County agrees to pay $500.00 per contract year to an interest bearing account for the purpose of employee fitness programs. The funds shall be distributed by the Department of Dept. of Human Resources after receipt, review and approval of written proposals from authorized Union executive committee.

Section 15. Deferred Compensation

A plan for Employee participation in a deferred compensation program has been established by the County in accordance with, and subject to all necessary procedures and approvals required by federal and state agencies. The plan shall be administered by the Finance Department according to the rules and regulations prescribed by the State of New York.

Section 16. Notice Upon Separation

Psychiatrists and other professional Employees with responsibility for treating patients shall be required to serve a notice of 20 working days to the Unit Head prior to separation from service with the County. Failure to give notice will result in an assessment of an amount equal to two (2) weeks salary as liquidated damages. Affected titles are listed in Appendix "A". Arrangements may be made to waive this requirement upon consultation with the Unit Head. New titles allocated to the same or higher salary grade as a result of the reclassification of current titles listed in Appendix A shall continue to be required to serve notice as provided in this Section. Appendix A shall be amended accordingly.

Section 17. County Vehicles

(a) Employees shall not be permanently assigned County vehicles. At the discretion of the Unit Head, Employees may be required to either utilize County vehicles or their own personal vehicles during working hours.

(b) Based on County policy, the Unit Head may temporarily assign County vehicles to specific Employees. Such assignment will not represent an entitlement to any Employee. Unassigned County vehicles shall be left on County premises during non- working hours.

(c) In the discretion of the Unit Head, Employees who are regularly assigned to be on-call may be temporarily assigned a County vehicle for use during the on-call period.

Section 18. Direct Deposit

The County will offer direct deposit for Employee paychecks, subject to the following restrictions:

(a) The implementation of this program is subject to a single Dutchess County bank, designated by the County, willing to act as an originating Depository Financial Institution for banks within the County who accept direct deposit relationships and are permitted to receive municipal deposits.

(b) The County's only responsibility shall be to comply with normal banking clearing house requirements to make paycheck funds available for direct deposit on payday mornings.

(c) Each Employee must elect direct deposit of his entire net check to a single banking institution if direct deposit option is chosen. If a problem occurs with a paycheck, it will not be corrected until the next paycheck.

(d) The County shall not be responsible for any fees or processing charges required to ensure direct deposit of paychecks. Any and all fees or processing charges will be borne by the Employee electing the direct deposit option.

(e) The County shall not be responsible for bank postings or accounting records in any Employee's account, even if an Employee changes banking options. Employees will be responsible for any charges as a result of insufficient funds or late transfer of funds.

(f) Changes to a previously elected direct deposit option may be made on a monthly basis. Changes will be effective the first full payroll period of the following month, provided the change request is received by the Finance Department by the 5th of the previous month. The County shall be responsible to ensure that Employee elected changes are sent through normal banking procedures.

Section 19. Flex 125 Plan

(a) The County will offer a Flex 125 Plan to those Employees who contribute toward their health, dental or optical insurance coverages. Employees must submit a written request to the applicable Department during the open enrollment period electing the option and authorizing the County to process contributions as pre-tax deductions pursuant to the Internal Revenue Service rules and regulations.

(b) Future elections to a Flex 125 Plan may only be made during the annual open enrollment period; except that new Employees may elect to participate in a Flex 125 Plan at the same time they elect medical insurance coverage, which requires a premium contribution.

(c) Changes in election must be made in conformance with Internal Revenue Service rules and regulations, or the Employee will assume responsibility for any and all penalties, which may be assessed by the Internal Revenue Service.

(d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

Section 20. Flexible Spending Plan

(a) The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying costs for dependent day care, elder care, handicapped care and non-reimbursed medical expenses by allowing Employees to convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable dependent care and non-reimbursed medical expenses. Employees must submit a written request to the Finance Department electing the option and authorizing the County to process their contribution as pre-tax deductions pursuant to Internal Revenue Service Rules and Regulations. An annual open enrollment period will be designated by the County or for thirty (30) days as defined by the Plan Document.

(b) Future elections to a flexible spending plan may be made annually during an election period designated by the Commissioner of Human Resources, except that new Employees may elect to participate during a period specified by Internal Revenue Service rules and regulations.

(c) Changes in election must be made in conformance with Internal Revenue Service rules and regulations, or the Employee will assume responsibility for any and all penalties, which may be assessed by the Internal Revenue Service.

(d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

Section 21. One Hour Reporting Time Standard

(a) Pursuant to Section 139 of the New York State Highway Law, the County has a non-delegable duty to maintain its highway system in a safe and passable condition. It is essential to the efficient performance of this duty that any employee who participates in the performance of snow and ice control operations report to their assigned work site, especially during inclement weather (snow and ice conditions) within one hour from notice to do so. To report to work means an employee arrives at the site prepared to work and so notifies his supervisor within the designated time frame. Except under emergency or extenuating circumstances, the above-mentioned one hour reporting requirement shall apply only during the snow and ice control season.

(b) All Employees of the Department of Emergency Response shall report to their work site within one hour from notice to do so. To report to work means an employee arrives at the site prepared to work within the designated time frame.

Section 22. Defensive Driving Courses

The standard and procedures set forth below shall supersede any past practice, policy, procedure or contract language of the parties to the contrary.

The County may offer defensive driving courses and require that certain Employees attend and participate as part of their job duties. Any Employee, who uses an automobile at least once a month on County business, shall be eligible for a defensive driving course when offered. Subject to available course space, each Unit Head may, in his discretion, assign certain Employees from among eligible Employees to take a defensive driving course.

The Unit Head may, in his discretion, permit other Employees who have requested permission to attend a defensive driving course but do not meet the standards set forth above, to do so subject to available course space. Such Employees may use benefit time or may attend when not scheduled to work subject to available course schedules.

Any Employee who requests a certificate of participation for his or her personal use, shall pay the administrative costs to obtain such certificate

Section 23. Alcohol and Drug Abuse Policies and Procedures

The Alcohol and Drug Abuse Policies and Procedures are set forth on Appendix "K".

Section 24. Non-Salary Reimbursements

Notwithstanding anything to the contrary, non-salary payments for reimbursements for travel, meals, uniforms and the like shall be paid through a payroll check.

Section 25. Licensed Social Worker Tuition Program

An Employee in the Case Manager Series in Children's Services in the Department of Social Services, matriculated in Adelphi University, Hudson Valley Campus, or such other institution as the County may designate, pursuing a degree to become a Licensed Master Social Worker or a Licensed Clinical Social Worker, shall be eligible for partial or full tuition payment from the County when the County, in its discretion, offers such as further set forth below.

TO BE ELIGIBLE FOR TUITION PAYMENT AN EMPLOYEE MUST:

1. Have been employed in the case manager series in children's services in the department of social services in a permanent appointment to a permanent

budgeted position for at least thirteen (13) continuous months before submitting a tuition payment application.

2. Submit, and have received approval of a tuition payment application for an eligible course before enrolling in that course.
3. Have no pending disciplinary proceedings at the time of application.
4. Have a present job appraisal rating of at least fully satisfactory.
5. Work full time with a permanent appointment to a permanent budgeted position.
6. Take all courses outside of work hours.
7. Pay for all textbooks and other fees related to the degree program.
8. Maintain an overall B average for the degree program.

An Employee who has received a field placement from Adelphi University, Hudson Valley Campus, acceptable to the County, may be allowed time off from work with pay to complete some or all of that placement, provided the Commissioner or his designee determines in his sole discretion, that there is sufficient available personnel to provide appropriate staff coverage.

An Employee, who leaves the employ of Dutchess County, whether voluntarily or otherwise, within three (3) years of the date of the last tuition payment made on his or her behalf, shall have an obligation to reimburse the County for all funds previously expended for tuition and funds paid to or on behalf of that Employee for field placement as follows:

a. If an Employee leaves within one year from the date of the last tuition payment made on his or her behalf that Employee shall have a maximum reimbursement obligation of $7,000.00.
b. If an Employee leaves having completed one full year but before two full years from the date of the last tuition payment made on his or her behalf that Employee will have a maximum reimbursement obligation of $3,500.00.
c. If an Employee leaves having completed two full years but before three full years from the date of the last tuition payment made on his or her behalf that Employee will have a maximum reimbursement obligation of $1,000.00.

Notwithstanding any recoupment provisions in the Collective Bargaining Agreement to the contrary, upon termination of employment, the County may withhold an Employee's entire remaining paycheck(s) to satisfy that Employee's reimbursement obligations as set forth above. In addition, the County may deduct (recoup) any benefit time standing to that Employee's credit, which would otherwise be paid to that Employee upon separation, to satisfy that Employee's remaining reimbursement obligations as set forth above. To the extent these do not extinguish the Employee's reimbursement obligations, the Employee shall make payments as follows: $100.00 per month beginning the first full calendar month after termination of employment.

As a condition precedent to continuing in or acceptance into the Licensed Social Worker Tuition Program an Employee, otherwise eligible, must execute a waiver, as prescribed by the County, accepting the reimbursement obligations and agreeing to the methodology for reimbursement (recoupment) set forth above.

In the event the funds the County is willing to commit to this Licensed Social Worker Tuition Program, are insufficient to satisfy the requests it receives for tuition payment, it may in its discretion authorize partial tuition for some or all Employees, or may offer tuition payment to some and not others.

Determinations made by the County in implementing this Program shall not be subject to the grievance procedure.

ARTICLE XI
Grievance Procedure

Section 1. Definitions

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

(a) "Grievant" shall mean an Employee alleging a grievance.

(b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, or a past practice as limited in Article X (13), except that decisions regarding reclassification or reallocation pursuant to Article XIV (3) shall not be subject to the grievance procedure.

(c) "Immediate Supervisor" shall mean the Employee or officer on the next higher level of authority above the grievant in the Unit wherein the grievance exists, who normally assigns or supervises the Grievant's work and approves his time record or evaluates his work performance.

(d) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by an immediate supervisor, the Unit Head or the County Executive.

(e) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.

Section 2. Declaration of Basic Principle

Every grievant shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to elect to be represented by a person of his own choosing, at no cost to the County, at all stages of the grievance procedure. However, only designated officers or Union representatives will be released from their work site on County time to perform these duties of representation.

Section 3. Initial Presentation

(a) Grievant must present his grievance to his immediate supervisor, in writing, in accordance with paragraph (d) hereof, within 20 working days after the grounds for the grievance occur or the grievance shall be deemed time-barred and shall be rejected. In the case where the grounds for the grievance are continuing, relief may be applied retroactively only for 20 working days prior to the commencement of the grievance.

(b) The immediate supervisor shall discuss the grievance with the grievant, make such investigation as he deems appropriate and consult with his superiors to such extent, as they deem appropriate, all on an informal basis.

(c) Within five days after presentation of the grievance, the immediate supervisor shall make his recommendation and transmit same, in writing, to the grievant or his representative, and the Unit Head.

(d) The grievance shall consist of a written statement signed by the grievant containing the following:

(1) The name, residential address, and department of employment of the grievant.

(2) The name and department of employment of each other Employee or official involved in the grievance.

(3) The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.

(4) A concise statement of the nature of the grievance, the facts relating to it, including, without limitation, the time and date it arose.

Section 4. Second Stage

(a) If a grievant is not satisfied with the recommendation made by his immediate supervisor, he may, within 5 days thereafter, request a review and determination of his grievance by the Unit Head. Such request shall be made in writing and shall be served upon the Unit Head. Thereupon, and within 5 days after receiving such request, the Unit Head may request the immediate supervisor to submit a written statement of his information concerning the specific nature of the grievance and facts relating to it.

(b) The Unit Head may, and, at the request of the grievant shall, hold an information hearing within 10 days after receiving the written request and statement from the grievant. The grievant, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.

(c) Within 10 days after the close of the hearing, or within 10 days after the grievance has been submitted to him if there is no hearing, the Unit Head shall make his recommendation in writing and serve the same on the grievant, the Grievant's representative, if any, and the County Executive.

Section 5. Third Stage

(a) The grievant may appeal the recommendation of the Unit Head within 10 days after notice of such recommendation. The appeal shall be taken by submitting to the County Executive a written statement signed by the grievant.

(b) The County Executive may request the Unit Head to submit within 10 days a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Unit Head in making his decision.

(c) The County Executive shall hold a hearing within 10 days after receiving the written request for review. He shall give at least 5 day's notice in writing of the time and place of such

hearing to the grievant, or the Grievant's representative, if any, and the Unit Head, all of whom shall be entitled to be present at the hearing.

(d) The hearing may be adjourned from time to time by the County Executive for a total of no more than 10 days, or by mutual consent of the parties.

(e) The County Executive shall not be bound by the formal rules of evidence.

(f) A written summary shall be kept of each hearing held and shall be provided to the Union upon request.

(g) The County Executive shall make his report in writing within 10 days after the close of the hearing. He shall immediately file his report and send a copy of the same to the grievant, or the Grievant's representative, if any, and the Unit Head. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

Section 6. Fourth Stage

If the grievant is dissatisfied with the decision of the County Executive, the grievant may within 20 working days submit any grievance under this Agreement to binding arbitration under the rules of the American Arbitration Association, at equal expense to both parties.

Section 7. Waiver or Extension of Time; Time for Discussions and Hearings

(a) The time limitations for presentation and resolution of grievances as provided herein may be waived or extended by mutual agreement of the parties involved.

(b) No employee organization other than the Union will be allowed to initiate or represent a grievant in the processing of grievances.

(c) All proceedings pursuant to this Article shall be held, to the extent practicable, during regular working hours.

ARTICLE XII
Union Rights

Section 1. Union Representatives

(a) The County recognizes the right of the Employees to designate specific representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit Employees during working hours, subject to work requirements of the County. The Union representatives shall consist of the following: 30 shop stewards and 5 officers who shall be the sole representatives of the Union authorized to carry out such duties. Only representatives designated by the Union President shall be permitted a reasonable amount of time free from regular duties to fulfill their obligations. A listing of representatives shall be given to the County Executive in January of each year and within 30 days of any change. Time required for such representation must be reported to the Unit Head on at least a weekly basis. Such representatives shall be permitted to appear at public hearings before the County Legislature.

(b) The Union President shall be allowed one-half of his normal work week to conduct Union business. The President's work load shall be reduced accordingly.

Section 2. Union Delegates

Certain representatives of the Union shall be allowed time off with pay and without charge to accumulated leave time for the purpose of attending State Union meetings. The Union shall notify the County Executive of the Employees designated as representatives. At least two weeks prior to a meeting, the Union shall notify the County Executive, in writing, of the date, time, place and purpose of the meeting, and shall identify the individual representatives for whom time off is requested. The County reserves the right to deny the time off request with regard to any individual Employee if the County determines that his presence is required for the proper functioning of his Unit. An aggregate total of 85 days shall be allowed per calendar year for this purpose.

Section 3. Union Office Space

The County agrees to provide office space within the County Office Building complex for the Union's records and for the conduct of business.

Section 4. Personnel Changes

The Commissioner of Human Resources will provide an Employee roster of CSEA membership to the Union on a periodic basis.

Section 5. Payroll

The County will provide the Union with a copy of the last payroll in each calendar quarter as soon as it becomes available. The County will also provide the Union with a copy of the proposed budget and adopted budget from the first printing.

Section 6. Legislative Meetings

The agenda and copies of all resolutions of the County Legislature will be forwarded to the Union office at the same time it is sent to members of the Legislature.

Section 7. Job Specifications

Upon request, the Commissioner of Human Resources shall furnish to the Union president and the affected Employee a copy of his class specification and duties under the job title in which he is employed. Every new Employee shall automatically receive a copy of said specification and duties upon hiring. In the event that any class specification is subsequently changed, each Employee so affected will receive a copy of the change.

Section 8. Union Notices

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County, subject to the approval of the contents of such notices and communications by the County Executive.

ARTICLE XIII
Management Rights

The County retains the right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by Employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge Employees for cause; to hire, lay off, assign, promote and determine the qualifications of Employees; to determine the starting and quitting time and the number of hours to be worked.

The rights of the County listed above are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in the County. Any and all rights, powers, and authority the County had prior to entering this Agreement are retained by the County except as specifically and lawfully abridged, or modified by this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any County official, or in anyway reducing or abridging such authority, but this Agreement shall be construed as requiring said County officials to follow the procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE XIV
Classification And Allocation Procedure

Section 1. Definitions

(a) (1) Classification as defined in the Civil Service Law means and includes the process by which a Class Title is assigned to a set of specified duties and responsibilities.

(2) Reclassification is the process of changing the Class Title or Jurisdictional Class (assigned to a specific set of duties and responsibilities) to another Class Title in order to better describe the assigned duties and responsibilities.

(3) Reclassification may result in a change to a different Class Title allocated to a lower job group, the same job group or a higher job group.

(b) (1) Allocation is the process of assigning a new Class Title to a salary range.

(2) Reallocation is the process of assigning an existing Class Title to another salary range in order to effect more equitable and appropriate payment for the assigned duties and responsibilities.

(3) Reallocation may result in a change to a lower or higher salary range.

Section 2. General

(a) All authorized positions covered by this Agreement shall be classified, in accordance with law, by the Commissioner of 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 County's system for position allocation, the application of which shall result in each Class Title being assigned to a specific job group (salary range), subject to Legislative approval, if required.

(c) The County reserves the right to reclassify or reallocate any title, subject to Legislative approval, if required, and notwithstanding any other provisions of this Agreement.

(d) No Employee shall be employed in or appointed to any title not appropriate to the duties to be performed as defined in the Class Specification for that title and interpreted by the Commissioner of Human Resources , except as provided by Section 61 of the Civil Service Law.

(e) The Commissioner of Human Resources shall discuss with the Union the criteria being used for classification, reclassification, allocation and reallocation decisions. The Commissioner shall receive and give serious consideration to any and all recommendations made by the Union with respect to such criteria.

Section 3. Reclassification and Reallocation

(a) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request in writing that the 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 30 days of the receipt of the request, except in the event that a department-wide or occupational series-wide Classification and Allocation Survey covering the Employee's position is planned within the next 12 months. The Department of Human Resources shall complete an individual position review within 60 working days after the Employee submits the official form describing the duties and responsibilities to his supervisor.

(b) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request a review of a specific duty to determine whether or not it is out of title work for the Class Title presently held by the Employee. Such request shall be submitted in writing to the Employee's Unit Head and the Commissioner of Human Resources. The Commissioner of Human Resources shall issue a determination within 15 working days of the receipt of such request.

(c) Any County officer or Unit Head may also request a review of a position or of a specific duty assigned to a position, or may request a department-wide or occupational series-wide Classification and Allocation Survey. The Commissioner of Human Resources reserves the right to initiate any survey he deems necessary notwithstanding any other provision of this Article. The Commissioner of Human Resources shall notify the Union of any surveys being initiated by him. The Department of Human Resources shall issue notice of proposed Reclassification or Reallocation to the Employees within 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 Union within 10 days.

(d) No Employee whose salary is increased by such Reclassification or Reallocation shall have any claim against the County for the difference, if any, between the salary of the position

under the old title and that of the new position under the new title for any period prior to the date such change in scale becomes legally effective.

(e) Upon the finalization and adoption of a determination made pursuant to this Article, the matter will be closed for a minimum of 12 months or until there is a substantial change in the duties and responsibilities of the position as determined by the Commissioner of 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 the 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 Union or by another person of their choosing. Employees and the Union are free to present any evidence in relation to an appeal to the Commissioner of 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 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 20 working days. Upon hearing the appeal, the Commissioner of Human Resources shall issue his final determination within 10 working days and shall communicate such in writing to all affected parties. The final decision shall then be submitted to the Budget Director and the appropriate Legislative Committee for action at the next timely convened Legislative session.

Section 5. Effective Dates

(a) The effective date of all classifications and reclassifications shall be determined by the Commissioner of 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 XV

Labor-Management Committee(s)

Section 1. Labor-Management Committee

There shall be a labor-management committee consisting of 3 representatives of the County and 3 representatives of the Union who shall meet upon reasonable notice of either party to discuss and make reasonable effort to recommend resolution of matters of mutual interest.

Section 2. Special Labor-Management Committee

The parties agree to discuss and submit various issues to a Special Labor Management Committee. The parties further agree that any agreements arising out of the Labor Management

Committee shall be implemented pursuant to the terms of the agreements and shall be included in a successor agreement.

ARTICLE XVI
Implementation

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII
Non-Discrimination

The County and the Union shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of age, sex, race, creed, color, national origin, disability, marital status or arrest records.

ARTICLE XVIII
Savings Clause

If any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

ARTICLE XIX
Scope

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or

practices (except past practices as defined in Article X[13] of this Agreement), between the County and the Union or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.

ARTICLE XX
Duration

Except as otherwise provided herein, this Agreement shall be effective January 1, 2014 through December 31, 2016.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

COUNTY OF DUTCHESS

By_____
Marcus J. Molinaro, County Executive

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME/AFL-CIO, DUTCHESS COUNTYUNIT, DUTCHESS COUNTY LOCAL 814,

By_____
Lizabeth Piraino, President

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME/AFL-CIO

By_____
Douglas Morrison, Labor Relations Specialist

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

On this day of , 20___, before me, the subscriber, personally appeared MARCUS J. MOLINARO, to me known, who being by me duly sworn, did depose and say: That he resides at Tivoli, New York; that he is the County Executive of the COUNTY OF DUTCHESS, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to the authority of the Charter of the County of Dutchess.

_____
Notary Public

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

On this day of_____, 20__, before me, the subscriber, personally appeared **LIZABETH PIRAINO**, being by me duly sworn, did depose and say: That she resides at _____, New York; that she is the President of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

_____
Notary Public

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

On this day of _____, 20__, before me, the subscriber, personally appeared **DOUGLAS MORRISON**, being by me duly sworn, did depose and say: That he resides at _____, New York; that he is the Labor Relations Specialist of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/ AFL-CIO, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

_____
Notary Public

APPENDIX A

Titles Of Bargaining Unit Members

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
Accountant	16	35		
Accounting Clerk	9	35		
Accounting Supervisor I	14	35		
Accounting Supervisor II	16	35		
Activities Coordinator	7	35		
Activities Therapy Aide	6	35		
Administrative Assistant	12	35		
Administrative Services Coordinator	14	35		
Aging Information Services Specialist	15	35		
Aging Services Aide	3	40		
Airport Maintenance Mechanic I	10	40		
Airport Maintenance Mechanic II	12	40		
Airport Maintenance Supervisor	15	40		
Alternatives To Incarceration (ATI) Worker	17	35		
Architectural Technician	13	35		
Assistant Civil Engineer I	17	35		
Assistant Civil Engineer II (Design)	19	35		
Assistant Coordinator for Children	17	35		
Assistant Coordinator Emergency Management	17	35		
Assistant Coordinator Emergency Medical Services	17	35		
Assistant Coordinator Fire Coordination	17	35		
Assistant Director of Public Health Nursing	19	35	Excluded	

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Assistant Director for Purchasing	14	35		
Assistant To The Commissioner For Program Planning and Evaluation	18	35		
Assistant Social Welfare Manager II	16	35		
Assistant Tree Climber	11	40		
Associate Public Health Sanitarian	19	35	Excluded	
Athletic Facilities and Equipment Attendant	4	40		
Athletic Facilities and Equipment Attendant/Intramural Director	4	40		
Auditor	16	35		
Automotive and Equipment Mechanic	13	40		
Automotive Mechanic	13	40		
Automotive Mechanic Helper	9	40		
Automotive Parts Specialist	13	40		
Automotive Service Center Supervisor	15	40		
Billing Manager	14	35		
Biostatistician	16	35		
Bridge Maintainer	10	40		
Bridge Maintenance Supervisor	14	40		
Building Maintenance Mechanic I	8	40		
Building Maintenance Mechanic II	11	40		
Building Maintenance Mechanic III	13	40		
Building Maintenance Mechanic I (H & V)	10	40		
Building Maintenance Mechanic II (H & V)	12	40		
Building Maintenance Mechanic III (H & V)	13	40		
Building Maintenance Supervisor	16	40		
Bus Driver	7	40		
Business Manager	14	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Buyer	12	35		
Campus Guard	7	40		
Carpenter	13	40		
Case Manager I	12	35		
Case Manager I (Spanish Speaking)	12	35		
Case Manager II	14	35		
Case Manager Aide	7	35		
Case Manager Aide (Spanish Speaking)	7	35		
Case Supervisor	16	35		
Case Supervisor II	17	35		
Chemical Dependency Counselor	14	35		Required
Chemical Dependency Counselor Assistant	13	35		
Chemistry Teaching Lab Assistant	12	35		
Chief Engineer	18	40		
Chief Medical Investigator-Forensic	17	35		
Cleaner	3	40		
Cleaning Supervisor	14	40		
Clerk	4	35		
Clerk (Spanish Speaking)	4	35		
Clinical Unit Administrator	21	35	Excluded	
Communications Clerk	8	40		
Communications Systems Specialist	17	35		
Community Development Administrator	18	35		
Community Investment Program Specialist	15	35		
Community Health Nurse	14	35		
Community Mental Health Aide	12	35		
Community Mental Health Aide (Spanish Speaking)	12	35		
Community Mental Health Counselor	15	35	Excluded	Required
Community Mental Health Nurse	14	35		
Community Services Worker	9	35		
Computer Operator	12	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Construction Equipment Mechanic I	13	40		
Construction Equipment Mechanic II	14	40		
Construction Equipment Mechanic Aide	9	40		
Construction Equipment Operator I	11	40		
Construction Equipment Operator I-Mechanic	11	40		
Construction Equipment Operator II	12	40		
Construction Equipment Operator II-Instructor	13	40		
Construction Equipment Operator II-Mechanic	12	40		
Construction Equipment Welder I	12	40		
Construction Equipment Welder II	14	40		
Consumer Services Inspector I	12	35		
Consumer Services Inspector I Trainee	11	35		
Consumer Services Inspector II	13	35		
Contract Specialist	13	35		
Coordinator of Special Needs Services	19	35	Excluded	
Courier	6	35		
Criminal Justice Intake Specialist	11	35		
Delivery Driver	9	40		
Development and Design Coordinator	19	35	Excluded	
Director of Communicable Disease Control	19	35	Excluded	
Director of Services	18	35	Excluded	
Director of Weights and Measures B	15	35		
Director of Youth Services	17	35		
Dispatch Center Operations Director	17	40		
Domestic Violence Outreach Worker	12	35		
Electrician I	13	40		
Electrician II	15	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Electronic Equipment Repair Specialist	17	40		
Engineering Aide	10	35		
Epidemiologist	17	35		
Equipment Mechanic Supervisor I	14	40		
Equipment Mechanic Supervisor II	15	40		
Fire Instructor	13	35		
G.I.S. Project Coordinator	16	35		
G.I.S. Technician	12	35		
Garage Superintendent	16	40		
Grand Jury Reporter	16	35		
Grants Program Coordinator	15	35		
Graphic Designer	16	35	Excluded	
Graphics Specialist	12	35		
Groundskeeper I	6	40		
Groundskeeper II	10	40		
Head Cleaner	6	40		
Heating and Ventilating Supervisor	16	40		
Heating and Ventilating Technician	14	40		
Home Energy Assistance Program Examiner	11	35		
Housekeeping Supervisor	16	40		
Instructional Media Control Operator	10	40		
Instructional Media Services Assistant	15	40		
Instructional Media Technician	13	40		
Investigator (District Attorney)	16	35		
Investigator (Public Defender)	16	35		
Janitor	6	40		
Junior Accountant	12	35		
Junior Auditor	13	35		
Junior Civil Engineer	15	35		
Junior Planner	13	35		
Junior Systems Programmer	17	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Labor Supervisor	13	40		
Laborer	8	40		
Law Enforcement Coordinator (Child Advocacy Center)	17	35		
Legal Secretary	11	35		
Library Clerk (DCC)	6	35		
Lifeguard	6	35		
Line Service Attendant	9	40		
Line Service Supervisor	13	40		
Locksmith	12	40		
Maintenance Superintendent	16	40		
Mechanical Engineer	19	35		
Medical Reserve Corps. Coordinator	14	35		
Micro Computer/Network Support Specialist	17	35		
Microcomputer Services Supervisor	19	35		
Micro Computer System Administrator	19	35	Excluded	
Micro Computer/Word Processing Support Assistant	14	35		
Motor Equipment Operator	10	40		
Motor Vehicle Clerk	9	35		
Mortuary Technician	11	35		
Nurse Practitioner	21	35	Excluded	Required
Nursing Supervisor	17	35	Excluded	
Nutrition Services Coordinator	15	35		
Office Assistant	6	35		
Office Assistant (Spanish Speaking)	6	35		
Office Services Manager	13	35		
Offset Printer	10	35		
Offset Printing Machine Operator	7	35		
Outreach Coordinator	12	35		
Painter I	11	40		
Painter II	12	40		
Park Attendant	6	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Park Maintenance Mechanic	11	40		
Park Manager	14	40		
Park Naturalist	11	40		
Parking Lot Attendant	4	40		
Payroll Clerk	11	35		
Planner	15	35	Excluded	
Plumber	13	40		
Principal Accounting Clerk	12	35		
Principal Library Clerk (DCC)	12	35		
Principal Motor Vehicle Clerk	11	35		
Principal Program Assistant	12	35		
Principal Registry Clerk	11	35		
Probation Intake Worker	11	35		
Probation Officer I	15	35		
Probation Officer I (Spanish Speaking)	15	35		
Probation Officer I Trainee	14	35		
Probation Officer I Trainee (Spanish Speaking)	14	35		
Probation Officer II	16	35		
Probation Unit Administrator	18	35	Excluded	
Program Assistant	8	35		
Program Assistant (Spanish Speaking)	8	35		
Programmer/Analyst	17	35	Excluded	
Programmer/Analyst (GIS)	17	35	Excluded	
Programmer/Analyst (MH)	17	35	Excluded	
Program/Analyst Trainee	15	35		
Programming and Operations Supervisor (MH)	19	35	Excluded	
Psychiatrist I	27	35	Excluded	Required
Psychiatrist II	28	35	Excluded	Required
Psychologist I	19	35	Excluded	Required
Psychologist II	20	35	Excluded	Required
Psychologist III	21	35	Excluded	Required
Public Health Advisor	15	35	Excluded	

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Public Health Education Coordinator	15	35		
Public Health Engineer	17	35	Excluded	
Public Health Engineering Technician	13	35		
Public Health Nurse	15	35		
Public Health Nutrition Coordinator	15	35		
Public Health Sanitarian	14	35		
Public Safety Dispatcher I	13	40		
Public Safety Dispatcher II	14	40		
Public Safety Dispatcher Trainee	12	40		
Purchasing Agent	16	35		
Real Property Information System Specialist	16	35		
Real Property Information System Technician	14	35		
Real Property Information System Technician Trainee	12	35		
Receiving Registry Clerk	9	35		
Receptionist	6	35		
Receptionist (Spanish Speaking)	6	35		
Recreational Therapy Assistant	11	35		
Registered Professional Nurse	13	35		
Registry Clerk	8	35		
Rehabilitation Specialist	14	35		
Reproduction Specialist	10	35		
Reproduction Supervisor	13	35		
Research Assistant	15	35		
Research Assistant (DCC)	15	35		
Resource Consultant	13	35		
Road Maintainer	9	40		
Road Maintenance Supervisor	14	40		
Safety Coordinator	15	35	Excluded	
Safety Specialist	13	35		
Secretary	10	35		
Security Guard	4	40		
Senior Accountant	17	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Senior Auditor	17	35		
Senior Automotive Mechanic	14	40		
Senior Carpenter	14	40		
Senior Campus Guard	10	40		
Senior Communications Clerk	9	40		
Senior Engineering Aide	12	35		
Senior GIS Project Coordinator	17	35		
Senior Head Cleaner	10	40		
Senior Library Clerk (DCC)	9	35		
Senior Office Assistant	8	35		
Senior Park Maintenance Mechanic	12	40		
Senior Planner	17	35	Excluded	
Senior Plumber	14	40		
Senior Program Assistant	10	35		
Senior Public Health Advisor	16	35	Excluded	
Senior Public Health Education Coordinator	16	35		
Senior Public Health Engineer	19	35	Excluded	
Senior Public Health Sanitarian	17	35	Excluded	
Senior Public Safety Dispatcher	15	40		
Senior Tax Map Technician	13	35		
Senior Youth Worker	14	35		
Sign Maker	10	40		
Site Manager	9	40		
Social Welfare Manager I	15	35		
Social Welfare Manager II	17	35		
Social Welfare Specialist	13	35		
Social Welfare Worker I	10	35		
Social Welfare Worker II	11	35		
Social Worker I	15	35	Excluded	Required
Social Worker II	16	35	Excluded	Required
Social Worker III	17	35	Excluded	Required
Software Specialist (CCBET)	18	35	Excluded	

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Software Specialist (CCBET) Trainee	17	35		
Solid Waste Compliance Inspector	14	35		
Senior Network Administrator	20	35		
Stock Clerk Helper	9	40		
Stockroom Assistant	11	40		
Stockroom Supervisor	14	40		
Stop DWI/Traffic Safety Administrator	15	35		
Supervising Head Cleaner	12	40		
Supervising Motor Vehicle Clerk	13	35		
Supervising Office Assistant	10	35		
Supervising Public Health Engineer	20	35	Excluded	
Supervising Public Health Nurse	17	35	Excluded	
Supervising Registry Clerk	13	35		
Supervising Social Worker	18	35	Excluded	Required
Supervisor of Athletic Facilities	11	40		
Supervisor of Computer Operations	16	35		
Supervisor of Grounds and Equipment	16	40		
Supervisor of Special Investigations	16	35		
Support Services Assistant	12	35		
Systems Analyst	19	35	Excluded	
Systems Analyst (GIS)	19	35	Excluded	
Systems Network Administrator	19	35	Excluded	
Systems Specialist (CCBET)	18	35	Excluded	
Tax Collection Supervisor	14	35		
Tax Map Technician	12	35		
Tax Map Technician Trainee	11	35		
Teaching Laboratory Assistant	10	40		
Teaching Laboratory Supervisor	11	40		
Telecommunications Systems Manager	16	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Telecommunications Technician	12	35		
Tire Mechanic	11	40		
Title Searcher	12	35		
Title Searcher Trainee	11	35		
Traffic Engineer	18	35	Excluded	
Transportation Program Administrator	19	35	Excluded	
Tree Climber	12	40		
Tree Maintenance Supervisor	14	40		
Tree Trimmer	10	40		
User Services Administrator	14	35		
User Services Liaison	12	35		
Veterans Counselor	12	35		
Warehouse Supervisor	12	40		
Waterfront Director	10	40		
Web Designer/Analyst	17	35		
Welfare Management System Program Assistant	14	35		
Youth Worker	12	35		

Employees appointed to the designated titles in the departments set forth below shall be excluded from the bargaining unit:

Board of Elections	All Titles
Sheriff's Dept & Jail	All Titles
Community & Family Services	Director of Services (1)
County Attorney	Legal Secretary (4)
County Executive	All Titles
Mental Hygiene	Secretary (1)
	Support Services Assistant (3)
Public Works	Office Manager (1)
	Secretary (1)
Dutchess Community College	Personnel Assistant (1)
	Administrative Assistant (3)

APPENDIX B
2013 Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	24,660	25,276	25,911	26,558	27,220	27,901	28,599	29,314
2	25,675	26,316	26,974	27,648	28,339	29,047	29,773	30,517
3	26,691	27,357	28,041	28,742	29,461	30,197	30,951	31,726
4	27,695	28,387	29,097	29,825	30,570	31,336	32,117	32,922
5	28,737	29,455	30,192	30,945	31,721	32,513	33,324	34,157
6	29,737	30,481	31,244	32,024	32,825	33,645	34,487	35,347
7	30,950	31,724	32,519	33,332	34,162	35,019	35,893	36,791
8	32,374	33,181	34,011	34,863	35,733	36,627	37,544	38,480
9	33,989	34,839	35,711	36,604	37,517	38,456	39,419	40,402
10	35,803	36,699	37,615	38,557	39,521	40,509	41,523	42,559
11	38,016	38,967	39,941	40,940	41,961	43,012	44,087	45,188
12	40,834	41,856	42,904	43,974	45,074	46,202	47,355	48,538
13	44,899	46,022	47,172	48,352	49,562	50,802	52,070	53,369
14	49,164	50,393	51,653	52,942	54,266	55,623	57,014	58,437
15	53,426	54,762	56,130	57,533	58,975	60,446	61,958	63,505
16	57,686	59,127	60,606	62,120	63,674	65,264	66,895	68,567
17	61,932	63,481	65,068	66,694	68,363	70,071	71,823	73,617
18	66,186	67,840	69,536	71,274	73,056	74,884	76,755	78,672
19	70,429	72,192	73,996	75,846	77,743	79,684	81,676	83,717
20	74,682	76,549	78,464	80,426	82,437	84,499	86,607	88,772
21	78,953	80,927	82,951	85,024	87,148	89,330	91,563	93,850

27	146,102	146,986	147,870	148,754	149,639	150,522	151,407	152,290
28	152,293	153,176	154,061	154,945	155,829	156,713	157,598	158,481

APPENDIX C.1

2014, 2015, 2016 Salary Schedules

2014 Salary Schedule, Plus 2.00% Effective July 1

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	25,153	25,782	26,429	27,089	27,764	28,459	29,171	29,900
2	26,189	26,842	27,513	28,201	28,906	29,628	30,368	31,127
3	27,225	27,904	28,602	29,317	30,050	30,801	31,570	32,361
4	28,249	28,955	29,679	30,422	31,181	31,963	32,759	33,580
5	29,312	30,044	30,796	31,564	32,355	33,163	33,990	34,840
6	30,332	31,091	31,869	32,664	33,482	34,318	35,177	36,054
7	31,569	32,358	33,169	33,999	34,845	35,719	36,611	37,527
8	33,021	33,845	34,691	35,560	36,448	37,360	38,295	39,250
9	34,669	35,536	36,425	37,336	38,267	39,225	40,207	41,210
10	36,519	37,433	38,367	39,328	40,311	41,319	42,353	43,410
11	38,776	39,746	40,740	41,759	42,800	43,872	44,969	46,092
12	41,651	42,693	43,762	44,853	45,975	47,126	48,302	49,509
13	45,797	46,942	48,115	49,319	50,553	51,818	53,111	54,436
14	50,147	51,401	52,686	54,001	55,351	56,735	58,154	59,606
15	54,495	55,857	57,253	58,684	60,155	61,655	63,197	64,775
16	58,840	60,310	61,818	63,362	64,947	66,569	68,233	69,938
17	63,171	64,751	66,369	68,028	69,730	71,472	73,259	75,089
18	67,510	69,197	70,927	72,699	74,517	76,382	78,290	80,245
19	71,838	73,636	75,476	77,363	79,298	81,278	83,310	85,391
20	76,176	78,080	80,033	82,035	84,086	86,189	88,339	90,547
21	80,532	82,546	84,610	86,724	88,891	91,117	93,394	95,727
27	149,024	149,926	150,827	151,729	152,632	153,532	154,435	155,336
28	155,339	156,240	157,142	158,044	158,946	159,847	160,750	161,651

2015 Salary Schedule, Plus 2.00%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	25,656	26,298	26,958	27,631	28,319	29,028	29,754	30,498
2	26,713	27,379	28,063	28,765	29,484	30,221	30,975	31,750
3	27,770	28,462	29,174	29,903	30,651	31,417	32,201	33,008
4	28,814	29,534	30,273	31,030	31,805	32,602	33,414	34,252
5	29,898	30,645	31,412	32,195	33,002	33,826	34,670	35,537
6	30,939	31,713	32,506	33,317	34,152	35,004	35,881	36,775
7	32,200	33,005	33,832	34,679	35,542	36,433	37,343	38,278
8	33,681	34,522	35,385	36,271	37,177	38,107	39,061	40,035
9	35,362	36,247	37,154	38,083	39,032	40,010	41,011	42,034
10	37,249	38,182	39,134	40,115	41,117	42,145	43,200	44,278
11	39,552	40,541	41,555	42,594	43,656	44,749	45,868	47,014
12	42,484	43,547	44,637	45,750	46,895	48,069	49,268	50,499
13	46,713	47,881	49,077	50,305	51,564	52,854	54,173	55,525
14	51,150	52,429	53,740	55,081	56,458	57,870	59,317	60,798
15	55,585	56,974	58,398	59,858	61,358	62,888	64,461	66,071
16	60,017	61,516	63,054	64,629	66,246	67,900	69,598	71,337
17	64,434	66,046	67,696	69,389	71,125	72,901	74,724	76,591
18	68,860	70,581	72,346	74,153	76,007	77,910	79,856	81,850
19	73,275	75,109	76,986	78,910	80,884	82,904	84,976	87,099
20	77,700	79,642	81,634	83,676	85,768	87,913	90,106	92,358
21	82,143	84,197	86,302	88,458	90,669	92,939	95,262	97,642
27	152,004	152,925	153,844	154,764	155,685	156,603	157,524	158,443
28	158,446	159,365	160,285	161,205	162,125	163,044	163,965	164,884

2016 Salary Schedule, Plus 2.50%
and Step 9

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	26,297	26,955	27,632	28,322	29,027	29,754	30,498	31,260	32,042
2	27,381	28,063	28,765	29,484	30,221	30,977	31,749	32,544	33,358
3	28,464	29,174	29,903	30,651	31,417	32,202	33,006	33,833	34,679
4	29,534	30,272	31,030	31,806	32,600	33,417	34,249	35,108	35,986
5	30,645	31,411	32,197	33,000	33,827	34,672	35,537	36,425	37,336
6	31,712	32,506	33,319	34,150	35,006	35,879	36,778	37,694	38,636
7	33,005	33,830	34,678	35,546	36,431	37,344	38,277	39,235	40,216
8	34,523	35,385	36,270	37,178	38,106	39,060	40,038	41,036	42,062
9	36,246	37,153	38,083	39,035	40,008	41,010	42,036	43,085	44,162
10	38,180	39,137	40,112	41,118	42,145	43,199	44,280	45,385	46,520
11	40,541	41,555	42,594	43,659	44,747	45,868	47,015	48,189	49,394
12	43,546	44,636	45,753	46,894	48,067	49,271	50,500	51,761	53,055
13	47,881	49,078	50,304	51,563	52,853	54,175	55,527	56,913	58,336
14	52,429	53,740	55,084	56,458	57,869	59,317	60,800	62,318	63,876
15	56,975	58,398	59,858	61,354	62,892	64,460	66,073	67,723	69,416
16	61,517	63,054	64,630	66,245	67,902	69,598	71,338	73,120	74,948
17	66,045	67,697	69,388	71,124	72,903	74,724	76,592	78,506	80,469
18	70,582	72,346	74,155	76,007	77,907	79,858	81,852	83,896	85,993
19	75,107	76,987	78,911	80,883	82,906	84,977	87,100	89,276	91,508
20	79,643	81,633	83,675	85,768	87,912	90,111	92,359	94,667	97,034
21	84,197	86,302	88,460	90,669	92,936	95,262	97,644	100,083	102,585
27	155,804	156,748	157,690	158,633	159,577	160,518	161,462	162,404	166,464
28	162,407	163,349	164,292	165,235	166,178	167,120	168,064	169,006	173,231

APPENDIX C.2

Longevity Schedule – CSEA

(January 1, 2014-December 31, 2016-Agreement)

SALARY GRADE	AMOUNT:
1	$723
2	$755
3	$784
4	$815
5	$845
6	$875
7	$910
8	$952
9	$1,000
10	$1,053
11	$1,118
12	$1,201
13	$1,320
14	$1,446
15	$1,571
16	$1,696
17	$1,821
18	$1,946
19	$2,071
20	$2,196
21	$2,322
27	$3,754
28	$3,906
93	$960
94	$1,035
95	$1,137
96	$1,503
97	$1,789
98	$1,083
99	$1,366

APPENDIX C.3

Beeper Compensation Schedule

GRADE	IF CARRY BEEPER EVERY 3 WEEKS OR LESS	IF CARRY BEEPER EVER WEEK OR EVERY OTHER WEEK
1	55	110
2	57	114
3	59	118
4	62	124
5	64	128
6	66	132
7	69	138
8	72	144
9	76	152
10	80	160
11	85	170
12	92	184
13	101	202
14	111	222
15	121	242
16	131	262
17	141	282
18	150	300
19	160	320
20	170	340
21	180	360
27	300	600
28	300	600

APPENDIX D

Rules For The Administration Of The Salary Plan

1. NEW APPOINTEES: A new appointee appointed to a position in a class shall be paid the minimum rate paid for the class unless the Commissioner of Human Resources, after consultation with the department head, shall certify to the County Legislature that it is impracticable to recruit at that particular time for the position at the then minimum salary. The County Legislature may then authorize recruitment at a higher step of the salary scale for such position.

2. TEMPORARY OR PROVISIONAL APPOINTEES: An employee who has been continuously employed under temporary or provisional appointment shall, upon appointment on a permanent basis to a position with the same class title, be credited with the length of time as a provisional or temporary employee in determining the salary of his position.

3. PROMOTIONS AND VOLUNTARY DEMOTIONS: When an Employee is promoted to a position in a higher grade, he shall be placed on that step of the new grade which is closest to the sum of his former rate plus two average increment steps in the new grade. When an Employee elects a voluntary demotion to a position in a lower grade, he shall be placed on the same increment step in the new grade as he was on in the former grade.

4. REASSIGNMENTS: There shall be no immediate change in the salary rate of an employee reassigned to a new position unless his salary is below the approved minimum of the new position. If any employee is reassigned to a position having a higher salary range than the class from which he was reassigned, such change shall be deemed to be a promotion and the legal provisions governing promotions will apply.

5. REALLOCATION: When an employee's position is reallocated or reclassified downward, the employee shall continue at the same grade and step, receiving increments and longevities as though no reallocation took place. New employees hired to this position shall be hired at the new and lower grade.

When an employee's position is reallocated or reclassified (unless upward reclassification is deemed a promotion for Civil Service purposes, in which case the promotion rule is applicable), the employee shall be placed on that step of the new grade which is nearest to but higher than his/her present salary and shall be, entitled to such annual increments and longevities which may be due.

Rule 5 shall not apply to Psychiatrists on staff on the date of ratification of this Agreement.

6. REINSTATEMENTS: When an employee returns to county service through a reinstatement to a position formally held on a permanent basis, he shall be placed on the step last held in that title. If the former employee is deemed eligible for reinstatement but is placed in an encumbered position (i.e., a temporary appointment) he shall be placed at step 1 of the salary grade until he is formally reinstated to the title.

When an employee is appointed to a higher level position which fails to mature into a permanent appointment, he shall be placed at the step he would have been at should he have remained in that position and been awarded increments in accordance with his increment date upon return. Any longevity awarded at the higher grade will remain at that higher grade.

7. PART-TIME OR HOURLY EMPLOYMENT: All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment. When employment is on a part-time or hourly basis, only the proportionate part of the rate for the time actually employed shall be paid.

8 TEMPORARY ASSIGNMENT IN HIGHER GRADE POSITION: An employee assigned on a temporary or limited basis to a higher grade position shall receive the minimum of the higher grade position during such assignment unless his present rate of pay exceeds such minimum. Under such circumstances, the employee will be compensated in accordance with the procedure for promotion (Rule 3 above). This rule shall not be applicable in those instances where a temporary assignment is made as a result of either (1) one vacation period per calendar year (not to exceed three weeks) taken by another employee in a higher level position; or (2) the absence of any employee for a period of one workday or less.

9. TRAINEES: Traineeships may be established by the Commissioner of Human Resources based on recruitment issues. When a 1 year traineeship is established the employee shall be paid at 1 grade below the full performance grade. When a 2 year traineeship is established the employee shall be paid at 2 grades below the full performance grade. Upon successful completion of the traineeship the employee shall be moved to the full performance grade in accordance with the reallocation process. Increments and longevities may be earned while serving a traineeship.

10. STEP PLACEMENT FOR NURSE PRACTITIONER, PSYCHIATRIST I, AND PSYCHIATRIST II: The Commissioner of Mental Hygiene may authorize the appointment of a Nurse Practitioner, Psychiatrist I, or Psychiatrist II, to the grade and step in grade, which reflects the appointees' education, experience (post residency for Psychiatrists), and certification(s).

11. IMPLEMENTATION OF STEP 9: All full-time employees on Step 8 as of December 31, 2014 shall move to Step 9 on January 1, 2016. Hourly and part-time employees on Step 8 as of December 31, 2014 will be reviewed in accordance with contract provisions to determine eligibility for movement to Step 9 on January 1, 2016. All other employees will continue to progress through the salary schedule in accordance with existing contract provisions.

APPENDIX E

Health Insurance Eligibility and Effective Date of Coverage

If you apply for coverage within one (1) month from the date your employment begins, your effective date will be the first day of the second month from the date of your application.

For example: If you are hired on January 2nd and apply on January 31st, your effective date will be March 1st. However, if you apply on February 2nd, your effective date will be April 1st.

If an employee is hired on the first day of the month and applies on the same date, the effective date will be the first day of the following month.

For example: If you are hired on February 1st and apply February 1st, your effective date will be March 1st.

PLEASE NOTE: If you apply for coverage more than one (1) month after your employment begins, coverage will be effective the first day of the third month after your date of application.

For example: If you are hired on January 1st and apply on February 2nd, your coverage would be effective May 1st.

APPENDIX F
Disability Benefits

Weekly Disability Income:

50% of average weekly wage, maximum of $170.00 per week; minimum of $20.00 per week

Duration of Benefits:

26 weeks of disability per 52 weeks.

Waiting Period:

7 days.

APPENDIX G

Alcohol and Drug Abuse Policies and Procedures

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

Alcohol and. Drug Abuse

Policy Statement

In order to ensure a safe working environment for all employees and provide the most effective delivery of services to residents of Dutchess County, it is the policy of Dutchess County that no employee may manufacture, distribute, dispense, use, sell, purchase, possess or be under the influence of alcohol or other illegal/controlled chemical substance, except prescription medication, during scheduled business hours or while on or using County owned property. The County recognizes that alcohol and chemical substance abuse are progressive, potentially fatal diseases, which may affect employee's lives and relationships with families and/or co-workers, quality of life and job performance. The County encourages and Supports employees who seek: voluntary treatment. Employees must abide by the terms of this policy statement as a condition of employment and failure to do so may result in disciplinary proceedings. However, nothing herein is intended to diminish the rights of an employee under the collective bargaining agreement or the law.

Guidelines

1. Using, selling, manufacturing, distributing, dispensing, being under the influence of or impaired by or possessing alcohol (unless in a sealed container) or any illegal/controlled chemical substance on County premises is prohibited.

2. When there is probable cause to believe that an employee has violated this policy, the infraction shall be reported to the department head or his designee or where that is not appropriate, to the Commissioner of Human Resources (hereafter, any of these individuals will be referred to as the investigating official), who will be responsible for investigating the incident in an appropriate manner.

3. If the employee appears to be under the influence of an illegal/controlled chemical substance or alcohol, form SUB-AB-01, "attached hereto as Exhibit A," shall be completed by the investigating official. The employee will be told he may voluntarily admit he is under the influence of alcohol or other chemical substance. The circumstances, as described by the employee, will be added to form SUB-AB-01.

4. Employees who are on-call and are expected to respond to emergency situations, or who have responsibility for snow removal and have been notified of an impending storm prior to leaving work, are expected to comply with this policy statement for the entire duration of time they are on-call.

5. This policy is not intended to prohibit consumption of alcohol at County facilities (e.g. Parks) during an employee's off duty hours. Where permits are required, they will be obtained through the normal procedures required by the facility.

6. Any employee covered under a grant program as described in 41 USC Section 702 (the Drug Free Workplace Act) or 55 Federal Register 21677 et. seq. must notify his Department head in writing of any conviction for violation of a criminal drug statute in the work place within five calendar days of the conviction.

Procedures

1. A violation of the policy is observed and is reported to the department head, his designee or the Commissioner of Human Resources, as appropriate.

2. The investigating official determines if there is reasonable cause to believe a violation of policy has occurred because of overt behavioral manifestations. These may include: slurred speech, unstable gait, alcoholic breath, redness of the eyes, flushed face, unfocused gaze, inability to comprehend normal conversation, poor coordination or other atypical or abnormal behavior or the employee was observed using alcohol or using an illegal chemical substance on or in County owned property.

3. Thereafter, the investigating official fills out an Alcohol/Substance Abuse Incident Report and contacts the Department of Human Resources to make arrangements to send the employee to a health care professional for immediate evaluation. If the employee is a member of the bargaining unit, the employee shall be advised of his right to contact the Union for representation.

4. The investigating official should discuss the problem with the employee. The employee should be offered the opportunity to admit he is or was under the influence of alcohol or an illegal controlled chemical substance. The circumstances, as described by the employee, will be added to form SUB-AB-01. The investigating official shall order the employee to go to the health care professional for evaluation if directed by the Department of Human Resources.

5. If the employee voluntarily admits he has violated this policy, the employee shall be scheduled for counseling with his supervisor at a later date and given a copy of the memo pertaining to the scheduled counseling session.

6. If there is reasonable suspicion of the possession or sale of an illegal/controlled chemical substance, the investigating officer, shall fill out form SUB-AB-01 and shall report the incident to the Department of Human Resources which will take such action as necessary which may, as appropriate, include a referral to law enforcement officials.

7. If the conclusion of the health care professional is positive, e.g., indicates that the employee was under the influence of alcohol or an illegal chemical substance, the employee is relieved from duty for the remainder of his scheduled work shift and may charge it against vacation, compensatory time or in-lieu holiday accruals.

8. If the results of the evaluation session by the health care professional are positive, the employee will be referred to the Employee Assistance Program for initial treatment, recommendations or may choose treatment through his health care provider. Employees' must follow initial treatment recommendations and must submit proof of attendance, participation, progress and prognosis to the Department of Human Resources. In addition, the employee must comply with the alcohol and drug abuse policy for the duration of his employment with Dutchess County. The employee may utilize any appropriate benefit time during and for his treatment. This may include accumulated sick time for those treatment incidents which cannot reasonably be scheduled other than during the employee's actual scheduled work hours. Treatment costs will be borne either, by the employee or through his health insurance plan.

9. The department will make all reasonable efforts to accommodate the treatment program, e.g. through a flexible work schedule.

10. When an employee provides written notice to the department head of a conviction of a criminal drug statute, the department head will notify the Department of Human Resources immediately. The employee will be referred to the Employee Assistance Program as in number 8 above.

7. If the employee is covered under a grant program as described in 41 USC Section 702 or 55 Federal Register 21677, the Department of Human Resources will notify the appropriate federal agency of the conviction including the position title of the employee and the grant identification number.

12. The requirement to go to a health care professional (#3 and #4 above), to be relieved from duty (#7 above) or to follow treatment recommendations (#8 above) will be mandatory on any employee. The employee shall have no standing to file a contract grievance regarding such a mandate. A contract grievance arbitrator will not have any jurisdiction over such a case nor have authority to render a decision.

13. An employee allegation of an improper application of this policy shall be submitted in writing to the Commissioner of Human Resources, within 10 days thereof, for review. Upon the employee's request, the Commissioner shall meet and confer with the employee's Union representative with respect to the issues raised by such allegation. The Commissioner shall review and decide, upon the merits of the employee's allegation. He shall mail his decision to the employee within ten working days of the Submission. Although the Commissioner need not conduct a formal fact-finding hearing, he may do so to seek such additional information as appropriate to reach a decision. County officials shall make such administrative changes as necessary to accommodate the Commissioner's decision.

EXHIBIT A

ALCOHOL/SUBSTANCE ABUSE INCIDENT REPORT

Employee Name: Date:
Department: Time:
Witnesses: Place:

Part I (To be completed by investigating official):

The following overt behavior was exhibited by this employee: (Please circle) bloodshot eyes, slurred speech, alcohol on breath, poor coordination, accident, physical altercation, verbal altercation, unusual behavior, possession of substance. Other (describe):

Witness' Signature Investigating Official Signature

Part II (To be completed and signed by employee)

Employee Statement:

Employee's Signature

Part III (To be completed and signed by investigating official):

Action Taken:

Notified Department of Human Resources:
(Time/Date)

Notified Union:
(Time/Date)

Referred for Evaluation:
(Time/Date)

SUB-AB-01
DATE: 02/20/92

APPENDIX H

Stipulations

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

A. Parking Deduction - CSEA has asked the County to take a payroll deduction from requesting employees so that CSEA may contract to secure bulk parking spaces from the City of Poughkeepsie at a discount for certain unit employees. In addition to its obligation to make certain payroll deductions set forth in Section 2 "Membership Dues" of Article II of the contract, the County agrees to make an additional payroll deduction as set forth below:

1. The County will make bi-weekly (14 day) payroll deductions in the amount designated by the employee on the parking payroll deduction authorization request form.

2. Requests for deductions must be submitted on the appropriate authorization form at least three weeks prior to the payroll for which the deduction is to be made.

4. Any request to modify the parking payroll deduction or to begin or stop a deduction shall be on at least three weeks' notice to the County on the appropriate authorization form. No more than two changes can be made in any calendar year.

5. The County shall send deductions for employee parking on the Monday following each pay day to Allright Poughkeepsie, P.O. Box 300, Poughkeepsie, New York 12602 or as the City otherwise advises upon reasonable notice. The check shall be accompanied by the following information: a list of each employee for whom a deduction has been made and the amount of that deduction.

6. The County will not make any modifications or adjustments to deductions to correct for over or under payments to the City for parking. All such adjustments shall be made between the City and CSEA or the employee by separate arrangements as those parties may so decide.

7. The County's sole responsibility shall be to make the deductions as provided on the parking payroll deduction authorization and to forward that on the Monday following each payroll with the information referenced in paragraph 5 hereof to Allright Poughkeepsie or as the City otherwise advises upon reasonable notice.

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

The County and the Union agree to modify the contract provisions of Appendix E, Section 9 Trainees as follows for employees who are promoted to trainee positions:

1) Increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective the first full pay period following the employee's adjusted anniversary date. Effective January 1, 1994 increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective on the employee's adjusted increment and/or longevity date.

2) Longevity awards will be paid at the job group rate for the employee's current position.

3) Increment awards will be paid at the job group rate for the employee's current position.

4) Upon completion of the traineeship, the employee will be placed in the grade of the full performance position at the step closest to but higher than the employee's current step. Any existing longevities will not be considered in this computation and will remain at the job group rate in effect at the time of the appointment to the trainee position.

5) This stipulation applies to the following titles:

Social Welfare Worker I	-trainee
Social Welfare Worker II	-full performance
Engineering Aide Trainee	-trainee
Engineering Aide	-full performance
Probation Officer Trainee	-trainee
Probation Officer	-full performance

Additional titles may be added as necessary.

6) This stipulation will take effect on January 1, 1987 for eligible employees, whose anniversary dates fall after that day. Any awards will be retroactive to the first full pay period following the employee's anniversary date.

Dated: 3/23/87

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

Employees paid on an hourly basis shall be permitted to accrue up to 45 days of vacation based on the normal workday for their title, as if they were a full time employee, prorated as described in Article X section 13 of the collective bargaining agreement. Employees with a normal workday of eight hours may accrue up to 360 hours. Employees with a normal workday of seven hours may accrue up to 315 hours. Any time accrued beyond the limit will be forfeited by the Employee. Employees will receive a notice that they are approaching their vacation limits on their paycheck.

If the hourly Employee moves to a full time position or vice versa, his vacation time will move with him.

If an Employee leaves County employment, he may be paid for a maximum of 45 days of vacation based on their normal prorated working schedule. For example, employees who work 17.5 hours per week may only be paid up to a limit of 157.5 hours.

Employees who work 20 hours per week may only be paid up to a limit of 180 hours.

The cap on vacation time for employees paid on an hourly basis will be effective on 12/31/96.

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2015025 RATIFYING THE 2014-2016 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, DUTCHESS COUNTY (CSEA) AND AMENDING THE 2015 ADOPTED COUNTY BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS FOR THE CSEA MEMBERS AND FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES AS WELL AS THE BOARD OF ELECTIONS COMMISSIONERS

January 22, 2015

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 22 2

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

Vacant: 0 **Abstentions:** 1

2015025 RATIFYING THE 2014-2016 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, DUTCHESS COUNTY (CSEA) AND AMENDING THE 2015 ADOPTED COUNTY BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS FOR THE CSEA MEMBERS AND FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES AS WELL AS THE BOARD OF ELECTIONS COMMISSIONERS

January 22, 2015

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2015026

RE: APPOINTMENT TO THE DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

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

WHEREAS, the Dutchess County Local Development Corporation was created pursuant to Section 1411 of the Not-For-Profit Corporation Law, and

WHEREAS, pursuant to Resolution No. 2010094, the Dutchess County Legislature in addition to authorizing the formation of the Local Development Corporation authorized and approved the Certificate of Incorporation and By-laws of the Local Development Corporation, and

WHEREAS, Article II of the By-laws, provides that Directors shall be elected by a vote of the County Legislature subject to the confirmation of the County Executive, and shall hold office until their successors have been elected or appointed and qualified, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby appoint Alfred Torreggiani, as a member of the Board of Directors of the Dutchess County Local Development Corporation to replace Henry Killian:

APPOINTMENT

Alfred Torreggiani
18 Phillips Drive
Hyde Park, NY 12538
(replacing Henry Killian)

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 1-29-2015

and, be it further

RESOLVED, that this Resolution shall be subject to confirmation by the County Executive.

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 22nd day of January 2015, 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 22nd day of January 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

ALFRED D. TORREGGIANI
18 Phillips Drive, Hyde Park, New York

EMPLOYMENT

PRESIDENT/OWNER — YEARS EMPLOYED (2005 - Present)
Key Interiors LLC. — *Poughkeepsie, New York*

Twenty-five years of Construction related experience in the Public and Private Sector. Highly adept at identifying and resolving field related construction issues. Handles Financial Cost Controls, Budget, Cash Flow analysis, and Accounting Firm Coordination. Monitors the day-to-day operations such as Contract Negotiations, Estimating, Production and Material Management, Budgeting, Value Engineering, and Critical Path Scheduling.

CO-OWNER/PROJECT MANAGER/ESTIMATOR — YEARS EMPLOYED (1999 - 2005)
Key Interior Acoustical. — *New Windsor, New York*

Responsible for Estimating, purchasing and award of Sub-Contracts, Field/Owner/Construction Manager Coordination, Manpower Assessment and Delegation, Ordering Materials, and Project Document Controls.

PROJECT MANAGER/ESTIMATOR — YEARS EMPLOYED (1994 - 1999)
ADT Construction — *Poughkeepsie, New York*

Responsible for Estimating, purchasing and award of Sub-Contracts, Field/Owner/Construction Manager Coordination, Manpower Assessment and Delegation, Ordering Materials, and Project Document Controls.

PROJECT MANAGER/ESTIMATOR — YEARS EMPLOYED (1988 - 1994)
Merrit-Meridian Construction — *Beacon, New York*

Responsible for Estimating, purchasing and award of Sub-Contracts, Field/Owner/Construction Manager Coordination, Manpower Assessment and Delegation, Ordering Materials, Project Document Controls in addition to general office duties.

LETTER CARRIER — YEARS EMPLOYED (1981 - 1988)
United States Postal Service — *Yonkers, New York*

FIELD ENGINEER — YEARS EMPLOYED (1977 - 1981)
United States Army Corps of Engineers — *Monroe, New York*

EDUCATION

Saunders Trade and Technical School — *Yonkers, New York*
John Jay High School — *Hopewell Junction, New York*

SKILLS

- *On Center Software*
- *Microsoft Office Professional*
- *Work Perfect Suite 10*
- *Microsoft Access*
- *Microsoft Project*
- *Prolog Manager*
- *Tally Systems*
- *AS/4000*
- *AutoCAD*

ACCREDITATIONS

- *Construction Contractors Association - Board of Directors President*
- *Laborers' International Union 1000 - Trustee*
- *Greater Southern Dutchess Chamber of Commerce*

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 8 - City and Town of Poughkeepsie	Rolison*	✓	
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2015026 APPOINTMENT TO THE DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

January 22, 2015

Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
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	Kelsey		

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

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

Vacant: 0 **Abstentions:** 0

2015026 APPOINTMENT TO THE DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

January 22, 2015

Dutchess County Legislature

Commendation: The Gay Family - Annual Holiday Light Display

Legislators Surman and Hutchings offer the following and move its adoption:

WHEREAS, the Dutchess County Legislature seeks to acknowledge the contributions of those whose actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, each year since 2005 the Gay family has set up a holiday light display at their residence in the Town of Union Vale and have used their holiday light display to raise money for various charities and worthwhile causes, and

WHEREAS, this year the Gay family regained their Guinness World Record title held in 2012 for the largest residential display, boasting nearly 602,000 lights, and

WHEREAS, the Gay family was able to reclaim the record with the help of Ritz Crackers, which donated a holiday installation with more than 180,000 lights, and

WHEREAS, fundraising for charitable organizations and worthwhile causes has become a passion for the Gay family, this year raising $85,392 which benefited the Union Vale Fire Department, the Children's Home of Poughkeepsie, the Ryan McElroy Foundation, the Ty Louis Campbell Foundation, Domestic Violence Services of Dutchess County and a special fundraising night was held in the name of the two slain NYPD officers and now have a 4 year fundraising total of $164,580, and

WHEREAS, the Gay family receives assistance from the Town of Union Vale Fire Department, whose members collect donations from visitors who admire the display while passing through the driveway in vehicles, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate the Gay Family for obtaining the Guinness World Record for their annual holiday light display and thanks them for their charitable fundraising and wishes them many more years of continued success.

Resolution No. 2015027

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 22nd day of January, 2015, 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 22nd day of January, 2015.

Carolyn Morris

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Commendation: Brian Kusior

Legislator Borchert offers the following and moves its adoption:

WHEREAS, Brian Kusior is a member of Boy Scout Troop 82 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor on April 25, 2015, at Trinity United Methodist Church in Lagrangeville, and

WHEREAS, Eagle Scout Brian Kusior has held the positions of Senior Patrol Leader, Assistant Senior Patrol Leader, Scribe, and Order of the Arrow member, and

WHEREAS, Brian's Eagle Scout project was performed at Vassar Brothers Medical Center which involved painting murals in two pediatric rooms that are used daily by pediatric specialists to see children with different illnesses; the dull rooms are now bright and cheerful with murals of hot air balloons and the Mid-Hudson Bridge, and he also constructed a rolling cart filled with distraction toys that can be used when children are having procedures done, and

WHEREAS, Brian is a senior at Arlington High School where he has been a member of the Marching Band for the last four years and has also participated in various music ensembles where he plays the bass clarinet, clarinet tenor sax, and baritone and is also a Southern Dutchess community band member, and

WHEREAS, Brian is trying out for the Drum Corp International Marching Band for the summer and plans to go to college in the fall to study pre-med and music, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Eagle Brian Kusior, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Eagle Scout Brian Kusior its best wishes in all of his future endeavors.

STATE OF NEW YORK Resolution No. 2015028

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 22nd day of January, 2015, 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 22nd day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LAID ON DESKS 1/22/15
Government Services & Administration
Discussion Only 2/5/15

RESOLUTION NO. 2015029

RE: LOCAL LAW NO. OF 2015, A LOCAL LAW OF THE COUNTY OF DUTCHESS, NEW YORK PROTECTING INFANTS AND CHILDREN FROM HARMFUL HEALTH EFFECTS OF UNNECESSARY EXPOSURE TO TOXIC CHEMICALS

Legislators TYNER, JETER-JACKSON, MAC AVERY, STRAWINSKI, AMPARO, FARLEY, PERKINS, JOHNSON, and IGNAFFO offer the following and move its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No. of 2015, which has been submitted this day for consideration by said Legislature.

NO FURTHER ACTION
REPLACED WITH RESOLUTION 2015216

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 10th day of August 2015, 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 10th day of August 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LOCAL LAW NO. FOR 2015

RE: A LOCAL LAW OF THE COUNTY OF DUTCHESS, NEW YORK PROTECTING INFANTS AND CHILDREN FROM HARMFUL HEALTH EFFECTS OF UNNECESSARY EXPOSURE TO TOXIC CHEMICALS

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF DUTCHESS, as follows:

Section 1. Legislative Intent.

The Legislature hereby finds and determines that there are chemicals of high concern for the environment and human health, as have been determined by many authorities, including the state of Maine Article 38 MRSA Chapter 16-D, *Toxic Chemicals in Children's Products,* as of September 1, 2011.

The Legislature finds that within this list of chemicals of high concern, several are known to be toxic and carcinogenic, including benzene, lead, mercury, antimony, arsenic, cadmium, and cobalt.

This Legislature finds and determines that many common children's products contain these toxic chemicals and known carcinogens.

The Legislature finds that exposure to benzene can cause harmful effects to the blood, a decrease in red blood cells, and causes cancer in humans.

The Legislature finds that lead can contaminate drinking water supplies and cause brain damage, hyperactivity, anemia, liver and kidney damage, developmental delays, and even death.

The Legislature finds that mercury can contaminate fish and other wildlife and cause damage to brain development, impacts on cognitive thinking, a decrease in fine motor and visual special skills, and muscle weakness.

The Legislature finds that antimony can cause respiratory and cardiovascular damage, skin disorders, and gastrointestinal disorders.

The Legislature finds that arsenic can cause skin lesion, cancer, developmental delays, neurotoxicity, diabetes, cardiovascular disease, and lung cancer.

The Legislature finds that cobalt, while an essential element as a constituent of vitamin B12, can cause cardiomyopathy and gastrointestinal effects by chronic oral exposure.

The Legislature finds that cadmium can result in kidney disease, bronchiolitis, emphysema, and damage to the liver, lungs, bone, immune system, blood, and nervous system.

This Legislature further finds and determines that several states, localities and the federal government are considering a ban on these eight chemicals in children's products.

This Legislature finds that, in the absence of such Federal and New York State enacted laws, Dutchess County is committed to protecting the environment and the public health and welfare of our County's infants and children whose growing bodies are vulnerable to the health hazards caused by these eight chemicals.

Therefore, the purpose of this local law is to protect infants and young children from their harmful health effects.

Section 2. Definitions.

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

A) "Children's Apparel" means any item of clothing that consists of fabric or related material intended or promoted for use in children's clothing.

B) "Children's Product" means any product primarily intended for, made for, or marketed for use by children. Children's product does not mean batteries, consumer electronics, paper products, or a drug, biologic, medical device, food, or food additive regulated by the US Food and Drug Administration.

C) "Children" means a person or persons aged twelve and under.

D) "Person" shall mean any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, join venture, joint stock association, or other entity of business of any kind.

Section 3. Prohibitions.

No person shall sell or offer for sale children's products that contain benzene, lead, mercury, antimony, arsenic, cadmium, and cobalt within the County of Dutchess.

Section 4. Enforcement.

This law shall be enforced by the Dutchess County Department of Health in accordance with the provisions of the Dutchess County Charter and Code.

Section 5. Authority to Promulgate Rules and Regulations.

The Commissioner of the Dutchess County Department of Health is hereby authorized and empowered to promulgate such rules and regulations as he or she deems necessary to implement this law.

Section 6. Penalties.

Any person who knowingly violates the provisions of this law or reasonably should know that he/she is in violation of the provisions of this law shall be subject to an initial civil penalty of five hundred dollars ($500) per violation of the law and a subsequent penalty of one thousand dollars ($1,000) per violation.

Section 7. Applicability.

This law shall apply to any and all actions occurring on or after the effective date of this law.

Section 8. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 9. State Environmental Quality Review Act compliance.

This County Legislature determines that the foregoing action constitutes a "Type II action" as said term is defined in the State Environmental Quality Review Act ("SEQRA"), and that no further action with respect to same is required under SEQRA.

Section 10. Effective Date.

This law shall take effect one year following its filing in the Office of the New York State Secretary of State.

The foregoing local law Resolution No. 2015029 was laid on desks on January 22, 2015, offered for discussion only on February 5, 2015.

No further action was taken on this resolution and it was replaced with Resolution No. 2015216.

Dutchess County Legislature

Condolence: Frances L. Monahan

Legislator Tyner offers the following and moves its adoption:

Whereas, the Dutchess County Legislature has learned with sadness and regret of the recent death of Frances L. Monahan, on January 11, 2015, at the age of 80, and

Whereas, Fran graduated from Addison Central School, Albany State Teacher's College and Mills College in Oakland, California, and

Whereas, Fran taught in the Hyde Park Central School System and for many years, as an English professor at Dutchess Community College, and

Whereas, after retiring in 1994 Fran went on to serve two terms as Supervisor in the Town of Clinton, and

Whereas, Fran was also an active member of the Pleasant Plains Presbyterian Church, and

Whereas, Fran is survived by her brother, Charles (Bud) P. Monahan, a niece, Kate Monahan Foord and her husband, David Foord, a great-niece and great-nephew, Holly and Jeffery Foord, an aunt, Elva Perry Pillsbury and several cousins, and

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

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

Resolved, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Frances L. Monahan.

Resolution No. 2015030

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 22nd day of January, 2015, 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 22nd day of January, 2015.

Carolyn Morris

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

On motion by Legislator Thomes, duly seconded by Legislator Miccio and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non-agenda items.

Wayne Kocher, Fort Montgomery, and former employee of Penn Central, MetroNorth, and Conrail, urged the Legislature to increase the size of the wheels on freight trains and lower the speeds of freight trains for safety reasons. He also recommended the inspection of railroad ties and spikes. Attached hereto are copies of his handouts.

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

There being no further business, the Chairman adjourned the meeting at 8:38 p.m.

humer: More oversight of railroad bridges

orating
ations could
accidents,
oil spills

Walsh
l-Record

OF NEWBURGH harles Schumer on alled for more federal s of railroad bridges riorating conditions d at two Cornwall d another in Kings- utinely support trains illions of gallons of

ing concrete founda- found by Riverkeeper gston bridge over the Creek. Two in Corn- south of Storm King had similar con- rioration, as well as ebar and missing or ts. Schumer wanted nmediately subject to pection.

dges are owned by ch did not return a request for informa- it the bridges. The ornwall are adjacent lson River. The one in is near four marinas, a popular promenade ds under the railroad

g near the CSX tracks over Front Street, showed photographs wall bridges taken by comb, Riverkeeper's in.

re old; they are not hape," Schumer said. not saying disaster nent, but rather that tions warranted close ns of all three struc- ne of the Cornwall more than 100 years

Sen. Charles Schumer expresses concern that poorly inspected and deteriorating railroad bridges will lead to accidents and spills at a press conference Tuesday in Newburgh. ALLYSE PULLIAM/FOR THE TIMES HERALD-RECORD

annually. The inspection reports are subject to audit by the Federal Railroad Administration, which may also interview the structural engineers who wrote the reports.

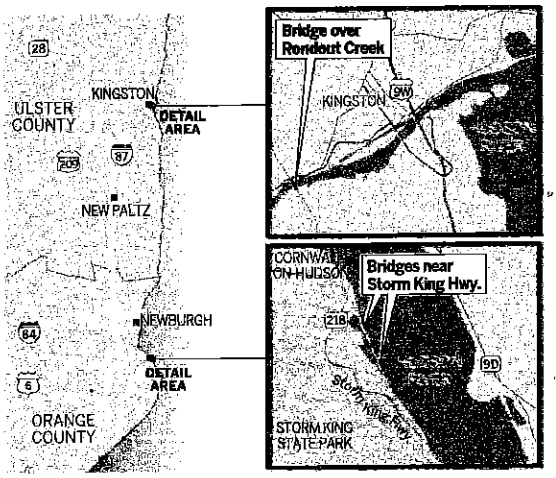
Yet there are only seven inspectors assigned to oversee audits of all privately owned

inspector for 3,000 bridges in New York state. The FRA did not immediately respond to Schumer's demand for it to inspect the bridges.

Schumer said the system was woefully understaffed, and left too much to the railroads' discretion.

Safety of bridges questioned

Sen. Chuck Schumer is calling for federal safety inspections of two railroad bridges in Cornwall and one in Kingston. Schumer says the bridges, which are owned by CSX and carry oil trains along the Hudson River, are unsafe.



Source: Google Maps

GATEHOUSE MEDIA

"These bridges run right along the precious Hudson River, and every day there are freight trains carrying hazardous materials and crude oil right over them. Any problem with their structural integrity could lead to a disaster of epic proportions."

Sen. Charles Schumer

every day there are freight trains carrying hazardous materials and crude oil right over them," Schumer said. "Any problem with their structural integrity could lead to a disaster of epic proportions."

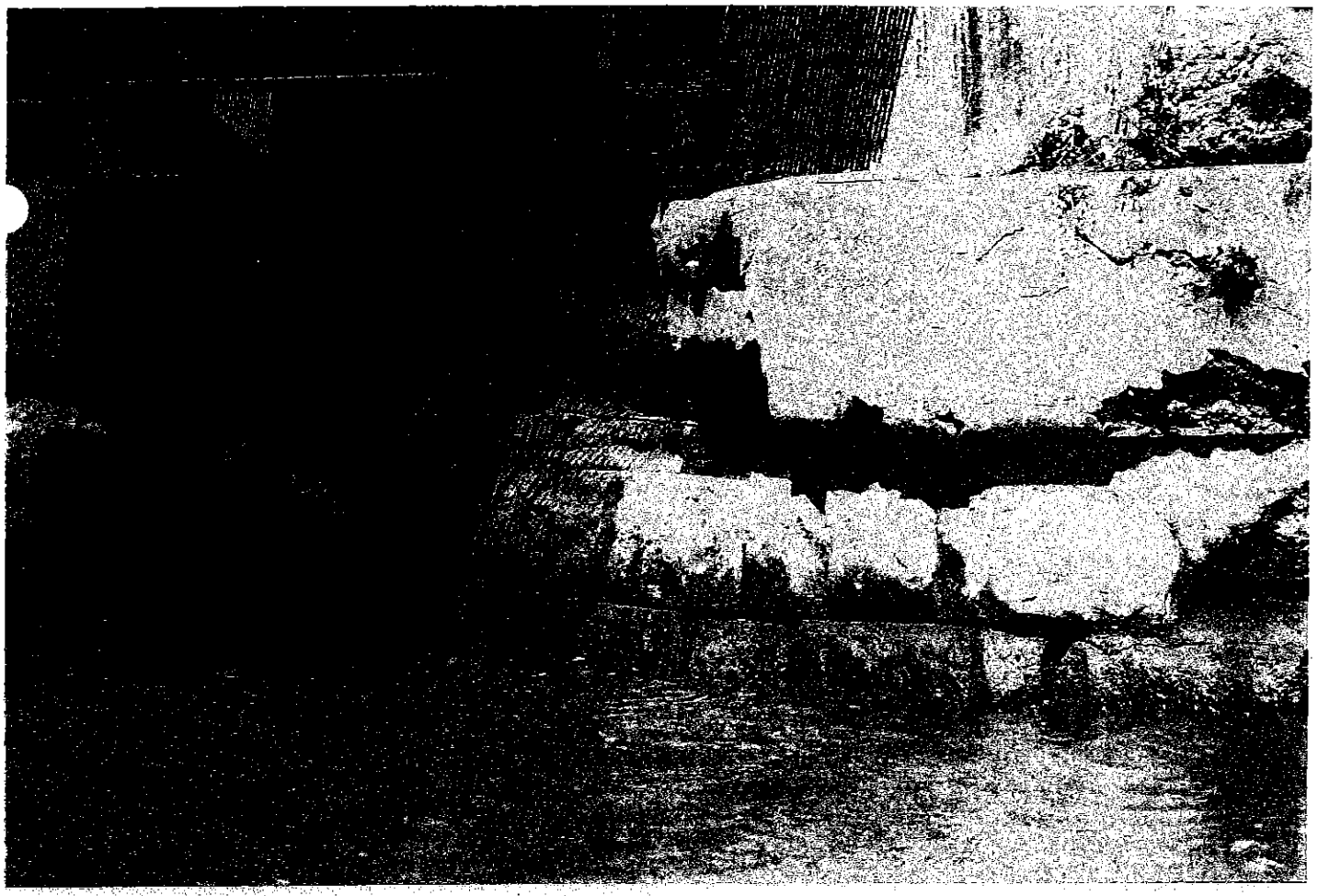
Orange County Legislator Curlie Dillard, who represents the city and town of Newburgh, spoke for County Executive Steve Neuhaus at the meeting with Schumer. Dillard called the questionable condition of the bridges a serious issue. He said he lives near the

has worries about the transport of crude oil.

Riverkeeper has called for a moratorium on the transport of crude oil in the state. It cites concerns not only of bridge stability, but also of track and rail-car integrity.

"The Hudson cannot afford the damage that a crude-oil spill could cause," said Lipscomb. "... We need independent, enforceable oversight immediately."

—jwalsh@th-record.com
—Staff reporter Jeremiah Hor-

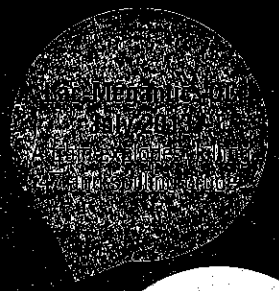


Storm King Trestle Damage

James Skoufis

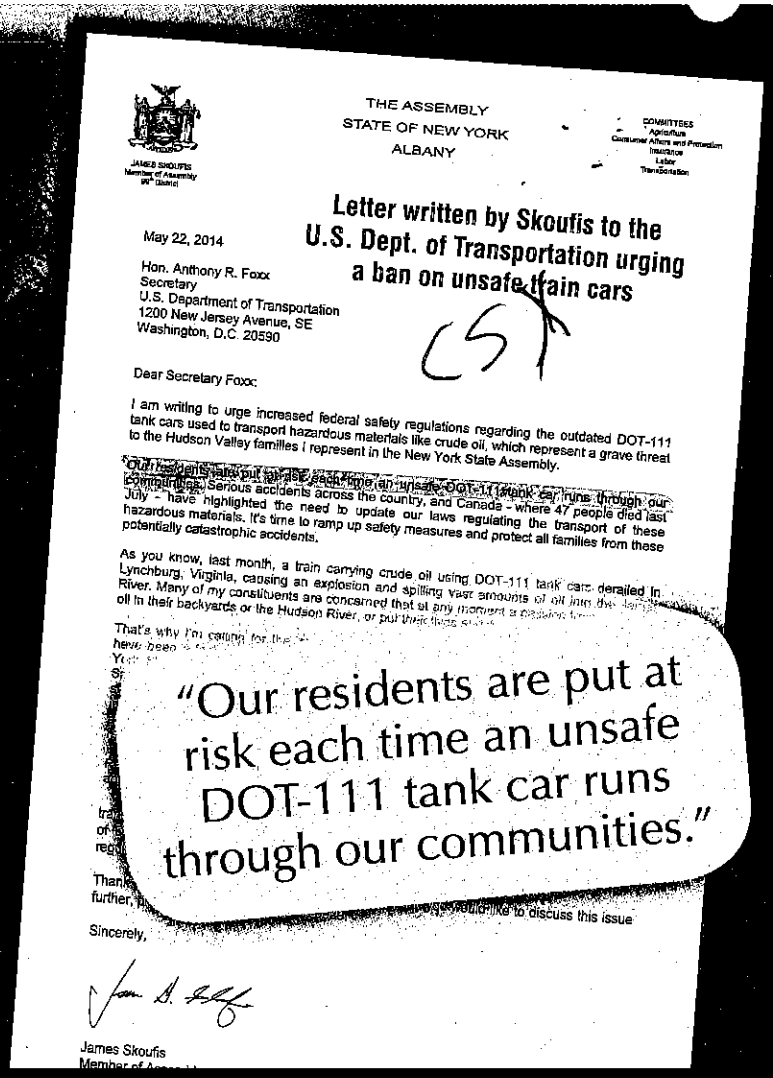
is fighting to ban unsafe oil train cars in our backyards

Cherry Valley, IL
June 2009
13 cars carrying ethanol ignited, causing one death.



Lynchburg, VA
April 2014
Over a dozen tank cars derail, spilling oil in the James River.

Recent accidents involving outdated DOT-111 train cars



THE ASSEMBLY
STATE OF NEW YORK
ALBANY

JAMES SKOUFIS
Member of Assembly
99th District

COMMITTEES
Agriculture
Consumer Affairs and Protection
Insurance
Labor
Transportation

Letter written by Skoufis to the U.S. Dept. of Transportation urging a ban on unsafe train cars

May 22, 2014

Hon. Anthony R. Foxx
Secretary
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, D.C. 20590

Dear Secretary Foxx:

I am writing to urge increased federal safety regulations regarding the outdated DOT-111 tank cars used to transport hazardous materials like crude oil, which represent a grave threat to the Hudson Valley families I represent in the New York State Assembly.

Our residents are put at risk each time an unsafe DOT-111 tank car runs through our communities. Serious accidents across the country, and Canada - where 47 people died last July - have highlighted the need to update our laws regulating the transport of these hazardous materials. It's time to ramp up safety measures and protect all families from these potentially catastrophic accidents.

As you know, last month, a train carrying crude oil using DOT-111 tank cars derailed in Lynchburg, Virginia, causing an explosion and spilling vast amounts of oil into the James River. Many of my constituents are concerned that at any moment a passing train [illegible] oil in their backyards or the Hudson River, or put their lives [illegible]

That's why I'm calling for the [illegible]

"Our residents are put at risk each time an unsafe DOT-111 tank car runs through our communities."

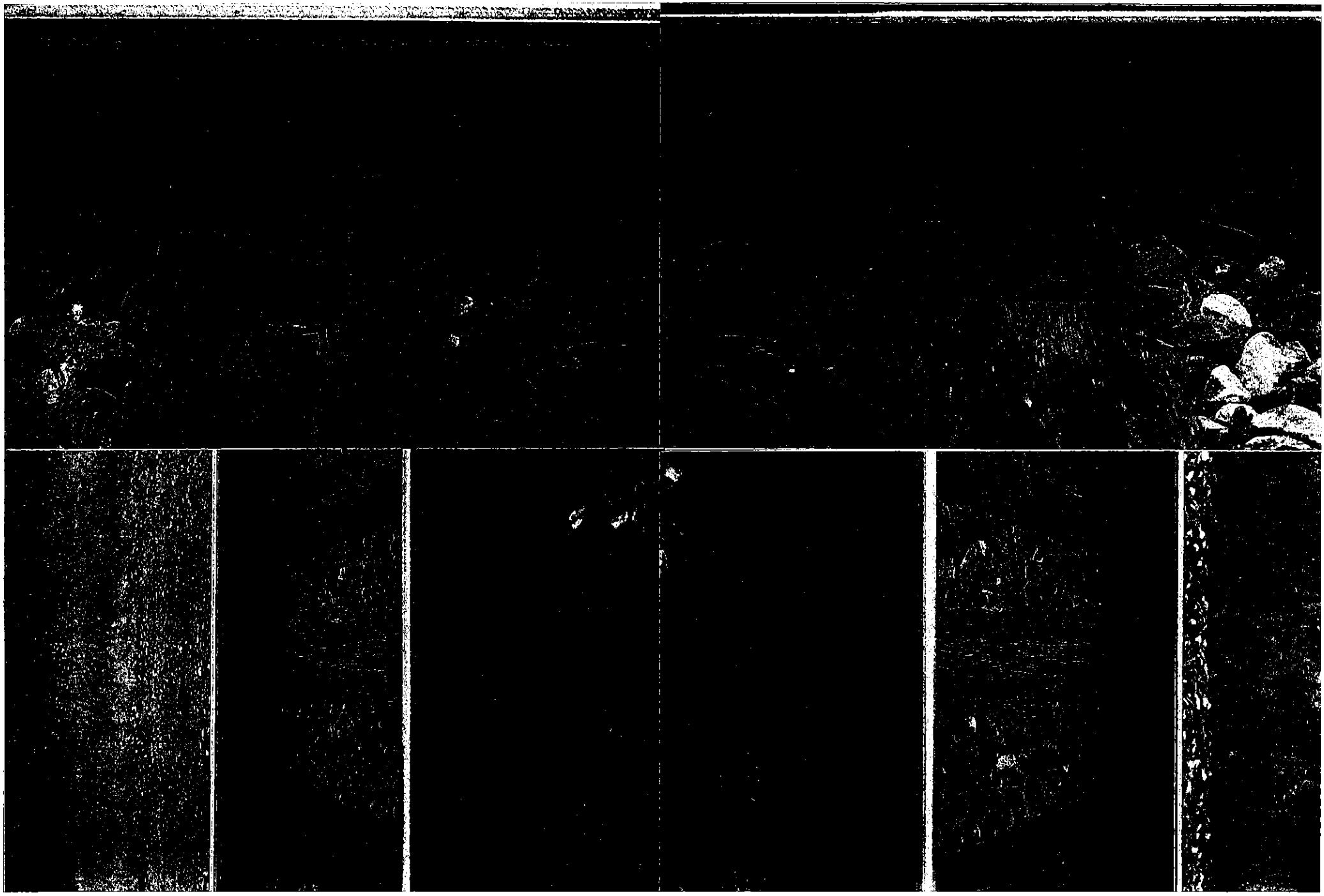
Thank [illegible] further, [illegible] would like to discuss this issue

Sincerely,

James Skoufis
Member of Assembly

Assemblyman
James Skoufis

① Iona Island Loose Spit + rotted ties ②



⑤ ④

11:00 am Sunday 1/4/15 [redacted] VIDEO FACEBOOK

Mine Dock Park Fort Montgomery N.Y. 10922

Freight Train going North Leading Engine 7768 CSX

Cars (Freight) carrying Product

Placard Number 2012 Emergency Response Guidebook U.S. DOT

1830 – Sulfuric Acid

Sulfuric Acid with more than 51% acid } Improvement needed example 1830A + 1830

2735 – Alkylamines n.o.s.

Amines liquid, corrosive n.o.s.

Polyalkylamines n.o.s. } " "

Polyamines liquid, corrosive n.o.s.

1230 – Methyl alcohol

Methanol

1268 – Petroleum distillates n.o.s.

Petroleum products n.o.s.

1075 Butane 1075 Isobutylene 1075 Propylene

Butane Mixture Liquefied Petroleum Gas

Butylene LPG

Isobutane Petroleum gases liquefied

Isobutane Mixture Propane

3256 – Elevated temperature liquid flammable n.o.s. with Flash Point above 37.8°C (100°F) at or above its flash point

same as above except with Flash Point above 60°C (140°F) at or above flash Point

720 – Book does not identify nor does Hazmat in Wash D.C. 1-800 467 4922 spoke to Isaac

---

other Train cars other Chemical other days 1170 ethyl alcohol 1170 Ethanol

1170 ethanol solution

1230 Methanol 1230 Methyl alcohol

1267 Petroleum Crude oil

1268 Petroleum distillates nos. 1268 Petroleum Products 1268 Naptha

1495 Sodium Chlorate

1791 Sodium Hypochlorate 1791 Hypochlorate Solution 1791 Hypochlorate solution with chlorine more than 5% available

1824 Sodium Hydroxide solution 1824 Caustic Soda solution

1892 ED 1892 ethyldichloroarsine (Highlighted in green) go to warnings in book

1897 Tetrachloroethylene

1692 Strychnine 1692 Strychnine Salts

1697 Chloroacetophenone 1697 Chloroacetophenone liquid 1697 Chloroacetophenone solid

1495 Sodium chlorate

" Ethanol 1170 Ethanol Solution 1170 Ethyl alcohol 1170 Ethyl alchol solution

1219 Isopropanol 1219 Isopropyl Alchol

2312 phenol, molten

3256 Elevated temperature liquid flammable n.o.s. flash point above 37.8°C (100°F) at or above its flash Point

3256 " " " " " " 60°C (140F) " " " " "

2426 Amonium Nitrate, liquid (Hot concentrated solution

1289 Sodium Methylate solution in alcohol

NORTH

ONE YEAR LATER

MONDAY | December 1, 2014

METRO-NORTH SAFER

Riders: Train line better since fatal crash

PAGE 5

A ...etro-North passenger train derailed on Dec. 1, 2013, in the Bronx. The crash killed four people and injured dozens.
ASSOCIATED PRESS FILE PHOTO

Driver hospitalized after train-car collision

By Gittel Evangelist
Times Herald-Record

FORT MONTGOMERY — A Highland Falls woman was airlifted to a trauma center with severe injuries Wednesday after her car was struck by a freight train in Fort Montgomery, officials said.

A CSX train carrying sulfuric acid was headed south when it struck the car at about 4:20 p.m. on the railroad tracks at Mine Dock Road, Fort Montgomery fire Chief Don Smith said. The driver's-side compartment of the car was crushed, and the car was pushed about 350 yards into the train tunnel, he said.

None of the train cars was breached, and no hazmat team was called in, Smith said. A CSX official at the scene who declined to give his name confirmed that the train remained intact.

The driver of the car, a 2012 Toyota Camry, was a 51-year-old woman who was travelling alone, Town of Highlands police Detective Peter Russell said. Russell said the woman's name was being withheld pending notification of her family. She was airlifted to Westchester Medical Center in Valhalla, he said.

Russell would not say whether the woman had driven past the crossing gates, which remained lowered and flashing after the accident, or whether the driver was impaired or had a medical condition.

"It's all still under investigation," he said.

Some 20 to 25 officials with Town of Highlands police, state police, CSX and the Fort Montgomery Fire Department were on the scene for several hours, walking the tracks to look for damage. At about 8:10 p.m., under the full moon, the crossing gates at Mine Dock Park were raised so a front-end loader could bring the car out of the tunnel and off the tracks.

— *gevangelist@th-record.com*

A woman was hit by a CSX freight train while crossing the railroad tracks on Mine Dock Road in Fort Montgomery Wednesday afternoon. The train was carrying sulfuric acid; the driver was flown out to Westchester Medical Center with severe injuries.
GITTEL EVANGELIST/TIMES HERALD-RECORD

Let's keep an eye on our trains

Fort man is concerned about aging rail system

By MARY JANE PITT

It's no secret that there have been some terrible crashes on American rail lines.

Remember the passenger train that derailed at Spuyten Duyvil?

Remember the freight trains that derailed in Canada and Lynchburg, Va.?

Do you remember a 1998 derailment across from Indian Point in Rockland County?

It's scary how quickly things can go so wrong when a train barrelling down tracks, through communities, comes off those tracks.

But, it may not be something you spend a lot of time thinking about. Out of sight, out of mind.

Fort Montgomery's Wayne Kocher doesn't look at trains and their safety and security that way. He worked for years with the railroads -- Penn Central, MetroNorth and Conrail -- and has never stopped thinking about what could go wrong.

He wants others to think about it too, and, perhaps help him get American leaders to take a deep look into the aging rail system in the United States. He's been working this summer and fall trying to get some information he's gathered to some of those leaders -- locally Assemblyman James Skoufis and Senator Bill Larkin. He's also sent information to Riverkeeper -- New York's clean water advocate -- and interested some of their experts in his concerns.

> *"Cement falls out as they go along."*
> WAYNE KOCHER

"There have been some terrible crashes," Kocher said. "And I think more will happen."

He cites, for this area, things such as trains rolling through mountain ranges where there are high likelihoods of landslides. He cites the long distance -- about a mile -- it takes to stop a train if a danger is reported ahead. He cites tracks that need work -- he's spent hours of time walking along local tracks just putting a laymen's eye to spikes that are loose, oil that is caked on tracks, and split and weathered railroad ties.

"Years ago, they had these men called 'track walkers'," he said from a picnic table at Mine Dock Park in Fort Montgomery a few weeks ago. "The railroad officials would drop them off in one place with a notebook and a hammer, and then meet them a couple miles down the track awhile later. They'd pound in spikes that had pulled up, and make note of problems. But, through attrition and the cost, they don't do that any more."

Another concern of Kocher's is the condition of cement trestles along the freight lines that run through the Town of Highlands.

"Cement falls out as they go along," he says. "I watched it from a boat one day this past summer."

He says he's notified authorities, including the Coast Guard, of that, too.

The infrastructure isn't the only problem. Kocher cites trains that are running on too thin of wheels that make them more likely to be affected by imperfections along the tracks.

"It's like driving your car around on bald tires," he says. "Put it all together and you have a mess waiting to happen."

Assemblyman Skoufis has been responsive to Kocher's concerns, and, this past summer put out a mailer talking about some of the concerns he has about America's -- particularly the north east's -- rail lines.

Kocher has other concerns -- as he sat watching passenger trains on the east side of the Hudson go by he noted that in some cases the locomotive was in the back.

"That should be in the front," he said "it's made to push rocks and other debris off the track. When they run the engines backwards -- which they often do since they go back and forth along the same line -- there's a better chance of derailment."

He chalks it up to money.

"But you're not saving a dime if you end up with lawsuits," he said.

There is good news, Kocher said. While the infrastructure is old and failing, train cars are being made better, with double-lined cars that prevent spills from happening.

Kocher, retired, says he'll keep after authorities to take a closer look at the rail system.

"Weathering, and lack of inspection can lead to disaster over time," he said. "They have got to pay attention to this important transportation system."

A concern

Aging rail system worries Kocher

Fort Montgomery's Wayne Kocher has spent a good deal of time observing trains and their tracks.

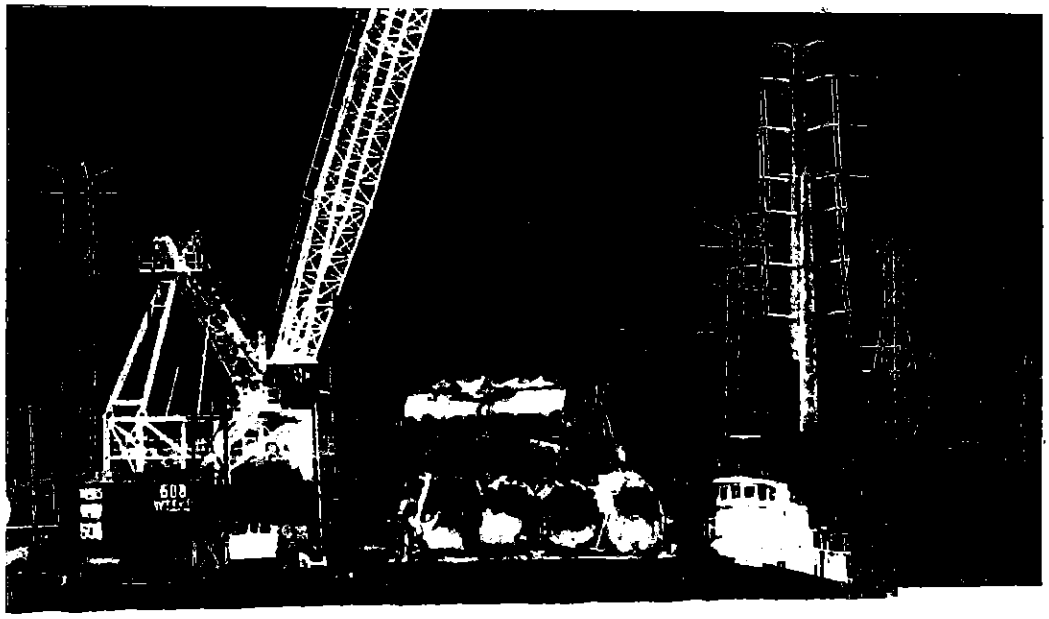
Photo by MJ Pitt

Fort Montgomery's Wayne Kocher watches from Mine Dock Park as a long frieght train passes through recently. He's concerned about the condition of rail lines in this region.

1998

across

from

Indian

Point