Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 14 - Town of Wappinger	Amparo	✓		
District 4 - Town of Hyde Park	Black	✓		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	✓		
District 3 - Town of LaGrange	Borchert	✓		
District 8 - City and Town of Poughkeepsie	Brendli	✓		
District 22 - Towns of Beekman and Union Vale	Coviello	✓		
District 6 - Town of Poughkeepsie	Flesland	✓		
District 16 - Town of Fishkill and City of Beacon	Forman	✓		
District 21 - Town of East Fishkill	Horton	✓		
District 15 - Town of Wappinger	Incoronato	✓		
District 10 - City of Poughkeepsie	Jeter-Jackson	✓		
District 18 - City of Beacon and Town of Fishkill	Landisi	✓		
District 12 - Town of East Fishkill	Metzger	✓		
District 17 - Town and Village of Fishkill	Miccio		✓	
District 1 - Town of Poughkeepsie	Nesbitt		✓	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓		
District 9 - City of Poughkeepsie	Rieser	✓		
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 7 - Towns of Hyde Park and Poughkeepsie	Truitt	✓		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		✓	
	Total:	21	4	

Present: ____
Absent: ____
Vacant: ____

Date: 05/08/2017

Regular Meeting

of the

Dutchess County Legislature

Monday, May 8, 2017

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

Roll Call by the Clerk of the Legislature

PRESENT: 21 Borchert, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Forman, Flesland, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Pulver, Rieser, Sagliano, Surman, Thomes, Truitt, Tyner

ABSENT: 4 Roman, Miccio, Nesbitt, Washburn

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Pastor Howard Lawler of Fishkill Baptist Church, followed by a moment of silent meditation.

Proclamations, Commendations, and Presentations:

Commendation: Eagle Scout Justin Hutchings

Commendation: Eagle Scout Steven Buck

Commendation: Eagle Scout Christopher Benincasa

Commendation: Eagle Scout Alex Van Pelt

Commendation: Eagle Scout Vaughn Donovan

Commendation: Eagle Scout Connor Donovan

Proclamation: Mental Health Awareness Month

Proclamation: May as Lyme Disease Awareness Month

Presentations:

Board of Health to present 2017 Public Health Partnership Awards

Presentation: Be Tick Free Contest Winners David Leino and DeAngelo Abadsidis

Public Hearings:

Public Hearing for Caora Farm, located on Sharon Road in the Town of North East, Dutchess County, New York

The Clerk read the Notice of Public Hearing.

Chairman declared the public hearing open.

No one wishing to speak, the Chairman declared the public hearing closed.

Public Hearing for Duncandale Farm, located on Coleman Station Road in the Town of North East, Dutchess County, New York

The Clerk read the Notice of Public Hearing.

Chairman declared the public hearing open.

No one wishing to speak, the Chairman declared the public hearing closed.

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.

Sandy Seinfeld, Poughkeepsie, spoke in favor of Resolution No. 2017087, For a Fossil-Fuel-Free Future for Dutchess County.

Randall Adams, Pleasant Valley, spoke in favor of Resolution No. 2017087, For a Fossil-Fuel-Free Future for Dutchess County.

Regina Kline, Town of Poughkeepsie, spoke in favor of Resolution No. 2017087, For a Fossil-Fuel-Free Future for Dutchess County.

Joe Lowenbraun, City of Poughkeepsie, spoke in favor of Resolution No. 2017087, For a Fossil-Fuel-Free Future for Dutchess County.

Emily Wilenta, Millbrook, spoke in favor of Resolution No. 2017087, For a Fossil-Fuel-Free Future for Dutchess County.

Chris Petris, Wappingers Falls, spoke in favor of Resolution No. 2017087, For a Fossil-Fuel-Free Future for Dutchess County.

Jiesh Krishna, Town of Wappinger, spoke in favor of Resolution No. 2017087, For a Fossil-Fuel-Free Future for Dutchess County.

Josie Jet, New Hamburg, spoke in favor of Resolution No. 2017087, For a Fossil-Fuel-Free Future for Dutchess County.

Constantine Kazolias, City of Poughkeepsie, spoke against the county taking over the city buses.

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 Borchert entertained a motion to approve the April 2017 minutes.

The April 2017 minutes were adopted.

Reports of standing committees, special committees, and liaisons to other committees and boards

Assistant Majority Leader Bolner gave an update on the Dutchess County Tick Task Force Panel scheduled for Wednesday, May 10, 2017.

Legislator Incoronato, Board of Health Liaison, spoke regarding large supermarkets making excess food available to needy residents.

COMMUNICATIONS RECEIVED FOR THE MAY 2017 BOARD MEETING

Received the following from County Clerk:

Mortgage Tax Detail Ledger, Mortgage Tax Report, Foreclosure Report, and Summary of Mortgage Tax Collection for April 2017, and

Foreclosure Statistics for April 2017.

Received from Comptroller, Audit of Astor Services for Children and Families for January 1, 2015-December 31, 2015.

Received from Saugerties Town Board, Local Law No. 3 of 2017, A Local Law Amending Chapter 245 of the Town of Saugerties Municipal Code, Zoning, Regarding "Riding Academies and Stables".

Received from New York State Department of Taxation and Finance, Mortgage Tax Semi-Annual Report for the period October 2016 – March 2017.

Received emails from the following individuals in support of campaign finance:

Jacqueline Bardini, Beacon

Joseph Lowenbraun

Bob Dorn, Rhinebeck

Karen Bogart, Hyde Park

Eleanor Pupko, Rhinebeck

Dominica Quackenbush, Hyde Park

Received the following from Greene County:

Resolution No. 144-17, Urging Adoption of Cancer Presumptive Bill for Volunteer Firefighters, and

Resolution No. 145-17, Supporting S.879C, A.6140 & S.3382 Regarding Repeal of New York SAFE Act for Upstate New York

Received from Supervisors and Mayors Association President, Resolution to Expand Primary Election Polling Hours in Dutchess County.

Budget, Finance, & Personnel

RESOLUTION NO. 2017075

RE: MORTGAGE TAX APPORTIONMENT PERIOD:
OCTOBER 1, 2016 THROUGH MARCH 31, 2017

Legislators FLESLAND, BORCHERT, JETER-JACKSON, TRUITT, SAGLIANO, and LANDISI offer the following and move its adoption:

RESOLVED, that the report of the County Clerk and the Commissioner of Finance of mortgage tax receipts and disbursements, for the period October 1, 2016 through March 31, 2017, and the distribution thereof among the several tax districts, be accepted and placed on file, and be it further

RESOLVED, that the warrant in conformity with Section 261 of the Tax Law, be issued to the Commissioner of Finance to pay the respective cities and towns, and to the village treasurers the amounts due the respective villages of the County of Dutchess as set forth on the annexed sheet.

CA-059-17
HS/gp/kvh
G-0145
04/07/17
Fiscal Impact: NONE

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

OFFICE OF
COMMISSIONER OF FINANCE

MORTGAGE TAX DISTRIBUTION **June 2, 2017**

CITIES	**AMOUNT**
BEACON	218,192.40
POUGHKEEPSIE	199,898.70
TOWNS	
AMENIA	118,625.84
BEEKMAN	148,402.16
CLINTON	121,555.51
DOVER	69,151.28
EAST FISHKILL	454,155.16
FISHKILL	292,609.17
HYDE PARK	201,535.27
LAGRANGE	227,219.45
MILAN	57,680.13
NORTH EAST	33,699.20
PAWLING	126,063.03
PINE PLAINS	18,686.55
PLEASANT VLY	86,006.88
POUGHKEEPSIE	664,759.04
RED HOOK	91,969.21
RHINEBECK	105,114.08
STANFORD	69,525.30
UNIONVALE	41,045.57
WAPPINGER	268,951.96
WASHINGTON	117,122.44
VILLAGES	
FISHKILL	20,298.20
MILLBROOK	11,496.79
MILLERTON	2,870.83
PAWLING	10,518.87
RED HOOK	8,824.91
RHINEBECK	18,048.45
TIVOLI	5,538.64
WAPPINGER FALLS	24,096.34
TOTAL	**3,833,661.36**

COMMISSIONER OF FINANCE

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2017075 MORTGAGE TAX APPORTIONMENT PERIOD: OCTOBER 1, 2016 THROUGH MARCH 31, 2017

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017075 MORTGAGE TAX APPORTIONMENT PERIOD: OCTOBER 1, 2016 THROUGH MARCH 31, 2017

Date: May 8, 2017

Budget, Finance, & Personnel

RESOLUTION NO. 2017076

RE: APPROVAL OF APPLICATION FOR REFUND OF REAL PROPERTY TAXES AND TO AUTHORIZE A CHARGE-BACK BY THE COMMISSIONER OF FINANCE:

APPLICANT: Everest Polo Stables Inc.
689 5th Ave
4Th floor
New York NY 10022

ACCOUNT NO.: 135889-6965-00-006474-0000

Legislators FLESLAND, BORCHERT, SAGLIANO, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, there is an assessment on the assessment roll for the Town of Washington for 2016 under the name of Everest Polo Stables Inc., Account No. 135889-6965-00-006474, and

WHEREAS, the owner of said parcel, by application attached hereto, has applied for a refund of real property taxes on the basis of an alleged clerical error, and

WHEREAS, pursuant to Section 556 of the Real Property Tax Law, the County Director of Real Property has investigated this claim and has found that the local tax assessor in the Town of Washington has made a clerical error on said assessment roll , and

WHEREAS, attached hereto is the written report of said Director together with his recommendation that the application be approved by the County Legislature, and

WHEREAS, the County Legislature has agreed that the clerical error does exist, now, therefore, be it

RESOLVED, that the application received March 13, 2017, relating to Account No. 135889-6965-00-006474-0000 for a refund is hereby approved, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to issue a tax refund to the applicant in the amount of $4,549.92 and to charge-back the erroneous taxes on next year's levy as follows:

A342 Allowance for Uncollectible Taxes	$ 3,093.93
A430 Town of Washington	1,321.25
A430 Millbrook Library	134.74
Total	$ 4,549.92

and be it further

RESOLVED, that the Clerk of the County Legislature be and is hereby is authorized, empowered and directed to mail a copy of the approved application and this resolution to the applicant.

CA-049-17
CEB/kvh/G-194
03/29/17

Fiscal Impact: None

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Real Property Tax Service Agency

COE Investigating Report

Le Description (grid #) **135889-6965-00-006474-0000**

Owner's Name **Everest Polo Stables Inc.**

Mailing Address **689 5th Ave , 4th Floor New York NY 10022**

Property Location **3872-3874 Route 44**

School District **Millbrook Central School Dist.** Special District _____

Total Assessed Value now on roll **12,216,500** Corrected to **Same**

Taxable Assessed Value (Prior to Star) now on roll **12,062,760** Corrected to **11,197,480**

Exempt codes and amounts if applicable
Ag Exemption 153,740 / Forest Exemption 865,280

Amount Levied **$67,828.30** Should be **$63,278.38**

Tax Bill Paid? **X** yes ___no Verified with assessor? **X** yes ___no

Error Claimed is defined in Real Property Tax Law, Section 550:

X Subdivision 2, Paragraph **C** (clerical error)
__ Subdivision 3, Paragraph __ (error in essential fact)
___ Subdivision 7, Paragraph ___ (unlawful entry)

Reason:

Exemption was approved by assessor, but not entered on roll **X**

Exemption amount incorrectly calculated ___

Assessed value on roll does not match assessor's final work product __

Structure did not exist on taxable status date or was present on another parcel __

Assessment based on incorrect acreage ___

Parcel should be Wholly Exempt ___

Parcel Misclassified as homestead or non-homestead __

Other: ___

Recommendation **X** **APPROVE APPLICATION** _____**DENY APPLICATION**

Details: **It is recommended that the application for a partial refund of the 2016/17 Cnty/Town tax bill be approved**

Investigator Margaret Burns Director Eric [illegible] Date 5/28/2017

RP-556 (1/06)

NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

APPLICATION FOR REFUND AND CREDIT OF REAL PROPERTY TAXES FOR THE YEAR(S) 20 17

Part 1: To be completed in duplicate by Applicant. For refund or credit of real property tax, submit both copies to County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer), or in a village which has retained its assessing unit status, submit to the village assessor or chairman of village board of trustees. The application must be submitted within three years of the annexation of the warrant for the collection of such tax. For an "unlawful entry" as defined in Sec. 550(7)(a) of the Real Property Tax Law, attach statement signed by assessor or majority of board of assessors substantiating that assessor(s) have obtained proof that parcel should have been granted tax exempt status on tax roll. (See definitions on reverse side).

Everest Polo Stables, Inc.
1a. Name of Owner

Day (212) 439-0243 Evening ( )
2. Telephone Number

c/o 689 Fifth Avenue
New York, NY 10022
1b. Mailing Address

3872-3874 Route 44
Millbrook, NY
3. Parcel Location (if different than 1b.)

khorowitz@wildenstein.com
1c. E-mail Address (optional)

Parcel 135889-6965-00-006474-0000
4. Description of real property as shown on tax roll or tax bill (Include tax map designation)

5. Account No. 20006474 (as appears on tax bill) 6a. Amount of taxes paid or payable $67,828.30 6b. Date of payment (if paid) 2/21/17

7. I hereby request a refund or credit of real property taxes levied for the year(s) 2017 by Town of Washington * (Tax levying body) for the following reasons (use additional sheets if necessary):
The forestry exemption filed in 2016 is not reflected in the 2017 tax bill.

* Insert name of village, county, city, school district; town in Westchester County

2/27/17
Date

Kari Horowitz
Signature of Applicant

PART II: For use by **COUNTY DIRECTOR, VILLAGE ASSESSOR:** Attach written report including documentation and recommendation (Include type of error as defined in Sec. 550)

Date application received: 3/13/17 Date warrant annexed: 12/15/16

Last day for collection of taxes without interest: Paid 2/28/17

Recommendation: ☒ Approve application* ☐ Deny Application

3/28/2017
Date

Eric [signature]
Signature of Official

*☐ If box is checked, this copy is for assessor and board of assessment review of city/town/village of _____ which are to consider attached report and recommendation as equivalent of petitions filed pursuant to section 553.

PART III: For use by **TAX LEVYING BODY or OFFICIAL DESIGNATED BY RESOLUTION** _____:
(Insert Number or Date)

APPLICATION APPROVED (Check reason) ☐ Clerical error ☐ Unlawful entry ☐ Error in essential fact

Amount of taxes paid: $_____ Amount of taxes due: $_____

Amount of refund or outstanding tax to be credited: $_____

APPLICATION DENIED Reason: _____

_____
Date

_____
Signature of Chief Executive Officer or Official Designated by Resolution

Assessor Affidavit for Correction of Error

This affidavit or a letter signed by the assessor must be submitted for every requested Correction of Error.

I, KATHLEEN MYERS, assessor for the Town/City of Washington,

Dutchess County, do hereby affirm that the assessment or taxable assessment on

Grid # See attached

owned by Everest Polo Stables, Inc.

as shown on the 2016 (yr) Assessment/Tax roll of the

Town/City of Washington

School district of Millbrook.

is **incorrect** and may be corrected per RPTL 550.

An explanation of the error and how it occurred is as follows: (Please be specific)

Application filed, RPS not updated.

Assessment was: _____ Should be: _____

Exemption was: - 0 - (Forest) Should be: See attached.

Other: _____

I request that the County Director investigate and make a recommendation to the tax levying body to correct such error and issue a new bill or refund.

Date 3/21/17 Signature of Assessor or Designee Kathleen Myers

Whenever possible, proof of error MUST accompany this affidavit as applicable:

e.g.

Exemption application indicating approval/denial

RECEIVED
2017 MAR 24 PM 2:17
REAL PROPERTY TAX SERVICES

TAX MAP PARCEL NUMBER / CURRENT OWNERS NAME / CURRENT OWNERS ADDRESS	PROPERTY LOCATION & CLASS / SCHOOL DISTRICT / PARCEL SIZE/GRID COORD	ASSESSMENT LAND / TOTAL	EXEMPTION CODE / TAX DESCRIPTION / SPECIAL DISTRICTS	COUNTY / TAXABLE VALUE	TOWN	SCHOOL	ACCOUNT NO.
6865-00-645421-0000 Everest Polo Stables Inc 19 E 64th St New York, NY 10021	3808 Route 44 105 Vac farmland Millbrook CSD 135801 ACRES 18.25 EAST-0686450 NRTH-0654210 DEED BOOK 22006 PG-10260 FULL MARKET VALUE	308,100 308,100 308,100	FOREST 47460 COUNTY TAXABLE VALUE TOWN TAXABLE VALUE SCHOOL TAXABLE VALUE WF037 Washington Fire Prot	310 40 ~~308,100~~ ~~308,100~~ ~~308,100~~ 308,100 TO	310 40	310 20645421 310 40	6865-00-645421-0000
6865-00-761303-0000 Everest Polo Stables Inc 19 E 64th St New York, NY 10021 MAY BE SUBJECT TO PAYMENT UNDER RPTL480A UNTIL 2025	92-114 Sutton Rd 241 Rural res&ag Millbrook CSD 135801 ACRES 135.07 EAST-0687610 NRTH-0653030 DEED BOOK 22005 PG-4501 FULL MARKET VALUE	2623,200 3115,200 3115,200	AG In Dist 41720 FOREST LAN 47460 COUNTY TAXABLE VALUE TOWN TAXABLE VALUE SCHOOL TAXABLE VALUE WF037 Washington Fire Prot	0 0 858,286 858,286 858,286 3115,200 TO	1236,740 1020,174	1236,740 1020,174	6865-00-761303-0000 20761303
6965-00-006474-0000 Everest Polo Stables Inc 19 E 64th St New York, NY 10021 MAY BE SUBJECT TO PAYMENT UNDER AGDIST LAW TIL 2020	3872-3874 Route 44 250 Estate Millbrook CSD 135801 ACRES 100.00 EAST-0690060 NRTH-0654740 DEED BOOK 22002 PG-08883 FULL MARKET VALUE	2126,600 12216,500 12216,500	FOREST 47460 AG In Dist 41720 COUNTY TAXABLE VALUE TOWN TAXABLE VALUE SCHOOL TAXABLE VALUE WF037 Washington Fire Prot	865280 0 ~~12062,760~~ ~~12062,760~~ ~~12062,760~~ 12216,500 TO	865280 153,740	865280 153,740	6965-00-006474-0000 20006474
6965-00-152325-0000 Everest Polo Stables Inc 19 E 64th St New York, NY 10021 MAY BE SUBJECT TO PAYMENT UNDER AGDIST LAW TIL 2020	Butts Hollow Rd 312 Vac w/imprv Millbrook CSD 135801 ACRES 184.05 EAST-0691520 NRTH-0653250 DEED BOOK 22002 PG-08883 FULL MARKET VALUE	3584,200 3770,400 3770,400	FOREST 47460 AG In Dist 41720 COUNTY TAXABLE VALUE TOWN TAXABLE VALUE SCHOOL TAXABLE VALUE WF037 Washington Fire Prot	1625841 0 ~~2408,730~~ ~~2408,730~~ ~~2408,730~~ 3770,400 TO	1625841 1361,670	1625841 1361,670	6965-00-152325-0000
6566-00-889795-0000 Evers Harry J III 158 Jameson Hill Rd Clinton Corners, NY 12514	158 Jameson Hill Rd 210 1 Family Res Millbrook CSD 135801 ACRES 2.00 EAST-0658890 NRTH-0667950 DEED BOOK 22015 PG-8211 FULL MARKET VALUE	78,500 206,100 206,100	BASIC STAR 41854 COUNTY TAXABLE VALUE TOWN TAXABLE VALUE SCHOOL TAXABLE VALUE WF037 Washington Fire Prot	0 206,100 206,100 167,520 206,100 TO	0	0 38,580	6566-00-889795-0000 20889795

RECEIVED
2017 MAR 24 PM 2:17
REAL PROPERTY
TAX SERVICES

480-a FOREST LAND EXEMPTION CALCULATIONS

NAME:	Everest Polo
TAX MAP NO:	6965-00-006474
TOWN:	Town of Washington

1	TOTAL ACRES		100.00
2	INELIGIBLE ACRES		35.00
3	ELIGIBLE ACRES		65.00
4	PARCEL LAND ASSESSMENT		2,126,600
5	PARCEL TOTAL ASSESSMENT		12,216,500
6	FIRST ACRE IMPVT ASSESSMENT	5 ac	450,000
7	ASSESSMENT OF IMPROVEMENTS		10,089,900
8	ASSESSMENT OF INELIGIBLE ACRES		595,000
9	LATEST FINAL EQ. RATE AS OF 5/1		100.0%

1ST Method

5	6	7	8	ELIGIBLE ASSESSMENT	X 80%	
12,216,500	-450,000	-10,089,900	-595,000	1,081,600	865,280	EXEMPTION

OR

2ND METHOD

5	6	7	8	ELIGIBLE ASSESSMENT	-($40 x EQ. RATE x ELIGIBLE ACRES)	
12,216,500	-450,000	-10,089,900	-595,000	1,081,600	1,079,000	EXEMPTION

LESSER OF TWO METHODS

RECEIVED
2017 MAR 24 PM 2:17
REAL PROPERTY
TAX SERVICES

RP-480-a (1/95)

NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

APPLICATION FOR REAL PROPERTY TAX EXEMPTION FOR FOREST LAND

Real Property Tax Law, Section 480-a

(Read general information and instructions on back)

1. Name and telephone no. of owner(s)
EVEREST POLO STABLES INC.
c/o Guy Wildenstein
Day No. (212) 879-0500
Evening No. (212) 439-0243

2. Mailing address of owner(s)
19 EAST 64TH STREET
NEW YORK, NY, 10065
E-mail (optional)

3. Location of property (where tract is situated in two or more assessing units, separate application must be filed in each assessing unit). This application is being filed with the assessor (s) of (or) ~~MILLBROOK~~, WASHINGTON
City/Town/Village

3874 RT 44
Street address

WASHINGTON
Village (if any)

MILLBROOK, NY 12545
City/Town

DUTCHESS
County

6865-00-645421, 6865-00-152325
~~6865~~ 6865-00-761303
6865-00-000474
Parcel identification no. (see tax bill or assessment roll)

135800
School district

4. Description of tract or parcel of land for which a forest land exemption is sought:
6865-00-000474, 6865-00-152325
a. Description of tract or parcel of land (within all assessing units): 6865-00-645421, 6865-00-761303
b. Total number of acres of tract or parcel land (within all assessing units): 437.37
c. Assessment roll description of tract or parcel of land in the assessing unit different from #4a. above:
d. Number of acres of tract or parcel of land within assessing unit: 437.37
e. Number of acres of tract or parcel of land within assessing unit devoted to the production of forest crops: 237

Sketch (see instructions)

See attached map

5. The above described tract is committed to continued forest crop production for the next succeeding 10 years, beginning on 3/1/16 (Date) and a copy of such commitment is filed herewith (Date)

6. An original certificate of approval, certificate number 13-248, was issued by the Department of Environmental Conservation on 1/8/16 and was filed with the County Clerk on 2/22/16. (Attach copy with initial application.)

7. Attach a copy of the type map contained in the management plan approved by the Department of Environmental Conservation. The type map shall include: (1) boundaries of forest land neatly drawn in ink, (2) stands delineated as to type, site class and diameter class, (3) physical features such as buildings, roads, streams and power lines identified. (4) north arrow, and (5) name, address and title of person who prepared the map and the date prepared.

8. I certify that all statements made on this application are true and correct to the best of my knowledge and belief, and I understand that the making of any false statement of material fact herein will subject me to the provisions of the Penal Law relevant to the making and filing of false instruments.

12/21/15
Date

David W (FOR EVEREST POLO STABLE)
Signature of owner(s) or representative

Dutchess County Clerk Recording Page

Record & Return To:

FUTURE FOREST CONSULTING
7812 HUNT HOLLOW RD

NAPLES, NY 14512

Date Recorded: 2/22/2016
Time Recorded: 3:05 PM

Document #: 02 2016 1104

Received From: FUTURE FOREST CONSULTING INC

Grantor: EVEREST POLO STABLES INC
Grantee: EVEREST POLO STABLES INC

Recorded In: Deed
Instrument Type: CTF/APPROV

Tax District: Washington

Examined and Charged As Follows :

Recording Charge: $55.00
Transfer Tax Amount:
Includes Mansion Tax:
Transfer Tax Number:

Red Hook Transfer Tax:

RP5217: N
TP-584: N

CLERK'S MINUTES	
2016	FILE NO. 145
FEE PAID	INDEXED BY

Number of Pages: 3

***** Do Not Detach This Page**
***** This is Not A Bill**

STATE OF NEW YORK (COUNTY OF DUTCHESS) SS
I, BRADFORD KENDALL, COUNTY CLERK AND CLERK OF THE SUPREME AND COUNTY COURTS DUTCHESS COUNTY DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL THEREOF FILED OR RECORDED IN MY OFFICE ON 2/22/16 CTF/APPROV 02-2016-1104 AND THE SAME IS A CORRECT TRANSCRIPT THEREOF
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL

FEB 22 2016

COUNTY CLERK & CLERK OF THE SUPREME & COUNTY COURTS, DUTCHESS COUNTY

County Clerk By: cth
Receipt #: 6275
Batch Record: 45

Bradford Kendall
County Clerk

0220161104

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Lands and Forests

CERTIFICATE OF APPROVAL

Certificate Number **13-248**

Property Owner(s)

Everest Polo Stables Inc.
c/o Guy Wildenstein
19 East 64th Street
New York NY 10065-
Telephone #: (212) 439-0243

Original Certification Date	1/6/2016
Date of Last Amendment	
Last 5-Year Update	

County	Town	Municipal Code	Roll Year	COMMITTED Acres	NON COMMITTED Acres	FULLY ASSESSED COMMITTED Acres	DATE ENDING
DUTCHESS	WASHINGTON	135800	2015	237.00	200.37	0.00	

Tax Map Number	Roll ID	Deed Liber, *Page*	Total Acres:	Committed Acres:	F.A.C. Acres	Date Ending F.A.C.
6865-00-645421		22006 *1026*	18.25	6	0	
6865-00-761303	On in 2016	22002 *0888*	135.07	57	0	
6965-00-006474		22005 *4501*	100	65	0	
6965-00-152325		22006 *1026*	184.05	109	0	
TOTALS	237.00 Committed Acres		200.37 Non-Committed Acres		0.00 F.A.C. Acres	437.37 Total Acres

This is to certify that pursuant to Section 480-a of the Real Property Tax Law of the State of New York, the eligible tract described above has been accepted for certification by the Department of Environmental Conservation conditioned upon compliance with the work schedule below.

2016 To 2017	Herbicide Stand 2-10 Acres Plant or Regenerate 18 Acres in Stand(s) 1&2;.
2017 To 2018	Non-commercial TSI of 1 Acres in Stand(s) 3; Herbicide Stand 2- 9 Acres, Stand 3- 1 Acre Plant or Regenerate 10 Acres in Stand(s) 2&3;.
2018 To 2019	Herbicide Stand 3-10 Acres Plant or Regenerate 10 Acres in Stand(s) 3;.
2019 To 2020	Non-commercial TSI of 10 Acres in Stand(s) 3; Herbicide Stand 3- 10 Acres Re-mark Property & Committed Acreage Boundary Lines as Necessary Plant or Regenerate 10 Acres in Stand(s) 3;.
2020 To 2021	Five-Year Update of Management Plan as required, Herbicide Stand 3 - 4 Acres, Stand 4 Herbicide Stand 4- 6 Acres Plant or Regenerate 10 Acres in Stand(s) 3&4;.
2021 To 2022	Plant or Regenerate 11 Acres in Stand(s) 4&5;.
2022 To 2023	Non-commercial TSI of 10 Acres in Stand(s) 5; Herbicide Stand 8- 10 Acres Plant or Regenerate 10 Acres in Stand(s) 5;.
2023 To 2024	Herbicide Stand 8 - 10 Acres.
2024 To 2025	Non-commercial TSI of 9 Acres in Stand(s) 10; Herbicide Stand 9- 10 Acres Re-mark Property & Committed Acreage Boundary Lines as Necessary Plant or Regenerate 10 Acres in Stand(s) 9;.
2025 To 2026	Five-Year Update of Management Plan as required, Herbicide Stand 9- 10 Acres.
2026 To 2027	Herbicide Stand 8 - 6 acres.
2027 To 2028	No Treatments Necessary
2028 To 2029	No Treatments Necessary
2029 To 2030	Re-mark Property & Committed Acreage Boundary Lines as Necessary.
2030 To 2031	Five-Year Update of Management Plan as required.

ACCEPTED BY REGIONAL FORESTER: Jeff Wiegert — **08-Jan-16**

REGION 3 21 SOUTH PUTT CORNERS ROAD, NEW PALTZ, NY 12561 — **DATE**

81-02-8 (10/08)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
FOREST TAX LAW

Commitment of Land to Continued Forest Crop Production

Commitment must be filed with the County Clerk once and with the Assessor and Regional Forester each year on or before taxable status date if the owner of eligible tracts is to be eligible to apply for a forest tax law exemption.

Upon filing this commitment with the County Clerk, the commitment shall be recorded in the same books kept for recording deeds and shall index it against the name of the owner. This recording shall remain in effect until a notice of revocation is filed; then the County Clerk will record the word "Revoked" on the previously recorded document followed by a reference to the liber and page where the notice of revocation is recorded.

☑ Initial Commitment ☐ Annual Commitment ☐ Change in Acreage ☐ Change in Owners

KNOW ALL MEN BY THESE PRESENT, that Everest Polo Stables Inc. c/o Guy Wildenstein the undersigned, residing at (3874 Rt 44 Millbrook NY 12545) ← property do(es) make the following declaration and commitment.
mailing address → 19 East 64th Street NY, NY 10065

FIRST: That I am (we are) the sole owner(s) or responsible officer(s) of the eligible tract designated by the Regional Forester as application number B-248 and that the eligible portions of this property are free of any encumbrance that would prevent the performance of silvicultural operations.

SECOND: That the certified eligible tract is identified as follows:

County Dutchess Town(s) Washington
6965-00-152325, 6965-00-00,474
Tax Map Number 6865-00-761303, 64542 Municipal Code 135889
Roll ID Same as tax map ID Code 3
Deed: Liber 22006, 22002, 22005 Page 10260, 08883, 4501

THIRD: That I (we) commit the eligible tract to a ten year work schedule following receipt of a partial tax exemption as provided in Subdivision 4 of Section 480-a. of the Real Property Tax Law and that this work schedule is listed on the certificate of approval issued by the Regional Forester on (Date) 1/8/16.

FOURTH: That I (we) make this commitment in full knowledge that conversion of any part of the certified eligible tract or noncompliance with the work schedule will result in a penalty as provided in Subdivision 7 of Section 480-a of the Real Property Tax Law.

FIFTH: That I (we) have complied with the provisions of all prior commitments incurred for this property under Section 480-a of the Real Property Tax Law.

David W (FOR EVEREST POLO STABLES)
SIGNED

For In-State Use:
STATE OF NEW YORK

COUNTY OF New York ss: _____

On the 21st day of December in the year 2015 before me, the undersigned, personally appeared David Wildenstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Elizabeth Demetrius
NOTARY PUBLIC

ELIZABETH DEMETRIUS
Notary Public, State of New York
Registration No. 01DE6132144
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Aug. 30, 2017

For Out-Of-State Use:
On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____, (insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

STATE / COUNTRY / POSSESSION OF _____) ss: _____

COUNTY / PROVINCE OF _____

_____
NOTARY PUBLIC

****

(Optional) I hereby voluntarily waive the requirements of 6 NYCRR 199.4 and grant permission to NYS Department of Environmental Conservation employees, agents or representatives or the assessor, to enter and inspect the above eligible tract during the period of commitment for the purpose of ascertaining compliance with section 480-a of the Real Property Tax Law and/or 6 NYCRR Part 190.

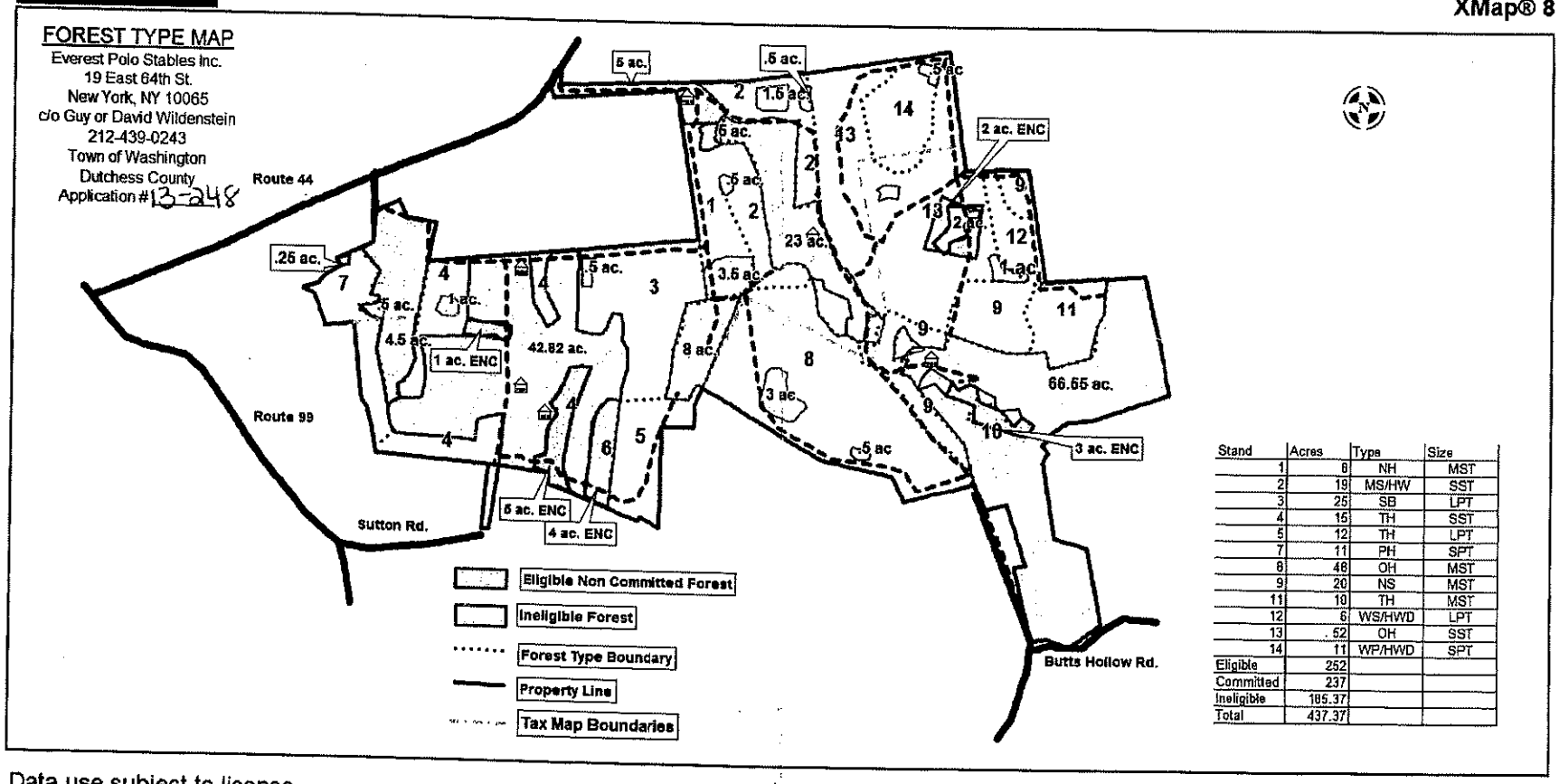
Signature: David W (Owner or Responsible Officer) Date: 12/21/15

DeLORME

XMap® 8

FOREST TYPE MAP

Everest Polo Stables Inc.
19 East 64th St.
New York, NY 10065
c/o Guy or David Wildenstein
212-439-0243
Town of Washington
Dutchess County
Application #13-248



Stand	Acres	Type	Size
1	8	NH	MST
2	19	MS/HW	SST
3	25	SB	LPT
4	15	TH	SST
5	12	TH	LPT
7	11	PH	SPT
8	48	OH	MST
9	20	NS	MST
11	10	TH	MST
12	6	WS/HWD	LPT
13	.52	OH	SST
14	11	WP/HWD	SPT
Eligible	252		
Committed	237		
Ineligible	185.37		
Total	437.37		

Data use subject to license.

© DeLorme. XMap® 8.

www.delorme.com

MN (13.5° W)

0 600 1200 1800 2400 3000 3600 ft

Data Zoom 13-7

Collection: **Town & County 2017**

Fiscal Year Start: 1/1/2017 **Fiscal Year End:** 12/31/2017 **Warrant Date:** 12/15/2016

Total Tax Due (minus penalties & interest) $0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
2/28/2017	2/28/2017	$67,828.30	$67,828.30	$0.00	$0.00	Counter	Full Payment

Tax Bill #	SWIS	Tax Map #	Status
001158	135889	6965-00-006474-0000	Payment Posted

Address	Municipality	School
3872-3874 Route 44	Town of Washington	Millbrook CSD

Owners
Everest Polo Stables Inc
689 5th Avenue, 4th floor
New York, NY 10022

Property Information

Roll Section:	1
Property Class:	Estate
Lot Size:	100.00

Assessment Information

Full Market Value:	12216500.00
Total Assessed Value:	12216500.00
Uniform %:	100.00

Forest exemption 865,280

Exemption	Amount
AG In Dist	153740.00

11,197,480

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount	
County Tax	106383900	0.3000	12062760.000	3.57564200	$43,132.11	40,038.18
Town Outside Tax	1482752	-16.4000	12062760.000	1.52696000	$18,419.35	17,098.10
Millbrook Library	184000	0.0000	12062760.000	0.15572300	$1,878.45	1743.71
Washington Fire Prot	426780	1.9000	12216500.000	0.36003700	$4,398.39	

Total Taxes: $67,828.30

63,278.38

Estimated State Aid - Type	Amount
County	73926162.00

Mail Payments To:
Mary Alex
Tax Collector
PO Box 667 Millbrook, NY 12545

Clerical error "C" refund

SCHEDULE A

Refund
Town of Washington
2016/17 C/T Tax Bill

Grid Number: 135889-6965-00-006474-0000
Name: Everest Polo Stables Inc.
Location: 3872-3874 Route 44

Currently on Tax Roll	Assessed Value	Exemption Amount	Taxable Value	Tax Rate	Total
Dutchess County	12,216,500	153,740	12,062,760	0.003575642	43,132.11
Town of Washington	12,216,500	153,740	12,062,760	0.00152696	18,419.35
Millbrook Library	12,216,500	153740	12,062,760	0.000155723	1,878.45
Washington Fire Prot	12,216,500		12,216,500	0.000360037	4,398.39
		School Interest (0 or 2%)		County Interest	
	Original amount			7%	
Ret School					
				Total Tax on Current Roll	67,828.30

Corrected Tax Roll	Assessed Value	Exemption Amount	Taxable Value	Tax Rate	Total
Dutchess County	12,216,500	1,019,020	11,197,480	0.003575642	40,038.18
Town of Washington	12,216,500	1,019,020	11,197,480	0.00152696	17,098.10
Millbrook Library	12,216,500	1019020	11,197,480	0.000155723	1,743.71
Washington Fire Prot	12,216,500		12,216,500	0.000360037	4,398.39
		School Interest (0 or 2%)		County Interest	
	Original amount			7%	
Ret School					
				Total Tax on Corrected Roll	63,278.38

Chargeback

A342	Allow. For Uncoll. Taxes	3,093.93
A430	Town of Washington	1,321.25
A430	Millbrook Library	134.74

TOTAL CHARGEBACK AMOUNT 4,549.92

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2017076 APPROVALS OF APPLICATIONS FOR REFUNDS OF REAL PROPERTY TAXES AND TO AUTHORIZE A CHARGE-BACK BY THE COMMISSIONER OF FINANCE

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2017076 APPROVALS OF APPLICATIONS FOR REFUNDS OF REAL PROPERTY TAXES AND TO AUTHORIZE A CHARGE-BACK BY THE COMMISSIONER OF FINANCE

Date: May 8, 2017

Budget, Finance, & Personnel

RESOLUTION NO. 2017077

RE: APPROVAL OF APPLICATION FOR REFUND OF REAL PROPERTY TAXES AND TO AUTHORIZE A CHARGE-BACK BY THE COMMISSIONER OF FINANCE:

APPLICANT: Everest Polo Stables Inc.
689 5th Ave
4Th floor
New York NY 10022

ACCOUNT NO.: 135889-6965-00-152325-0000

Legislators FLESLAND, BORCHERT, SAGLIANO, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, there is an assessment on the assessment roll for the Town of Washington for 2016 under the name of Everest Polo Stables Inc., Account No. 135889-6965-00-152325, and

WHEREAS, the owner of said parcel, by application attached hereto, has applied for a refund of real property taxes on the basis of an alleged clerical error, and

WHEREAS, pursuant to Section 556 of the Real Property Tax Law, the County Director of Real Property has investigated this claim and has found that the local tax assessor in the Town of Washington has made a clerical error on said assessment roll , and

WHEREAS, attached hereto is the written report of said Director together with his recommendation that the application be approved by the County Legislature, and

WHEREAS, the County Legislature has agreed that the clerical error does exist, now, therefore, be it

RESOLVED, that the application received March 13, 2017, relating to Account No. 135889-6965-00-152325-0000 for a refund is hereby approved, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to issue a tax refund to the applicant in the amount of $8,549.20 and to charge-back the erroneous taxes on next year's levy as follows:

A342 Allowance for Uncollectible Taxes	$ 5,813.43
A430 Town of Washington	2,482.59
A430 Millbrook Library	253.18
Total	$ 8,549.20

and be it further

RESOLVED, that the Clerk of the County Legislature be and is hereby is authorized, empowered and directed to mail a copy of the approved application and this resolution to the applicant.

CA-050-17
CEB/kvh G-194
03/29/17

Fiscal Impact: None

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 5/11/2017

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Real Property Tax Service Agency

COE Investigating Report

Le Description (grid #) **135889-6965-00-152325-0000**

Owner's Name **Everest Polo Stables Inc.**

Mailing Address **689 5th Ave , 4th Floor New York NY 10022**

Property Location **Butts Hollow Rd.**

School District **Millbrook Central School Dist.** Special District _____

Total Assessed Value now on roll **3,770,400** Corrected to **Same**

Taxable Assessed Value (Prior to Star) now on roll **2,408,730** Corrected to **782,889**

Exempt codes and amounts if applicable

Ag Exemption 1,361,670 / Forest Exemption 1,625,841

Amount Levied **$14,023.36** Should be **$5,474.16**

Tax Bill Paid? **X** yes ___no Verified with assessor? **X** yes ___no

Error Claimed is defined in Real Property Tax Law, Section 550:

X Subdivision 2, Paragraph **C** (clerical error)
__ Subdivision 3, Paragraph __ (error in essential fact)
___ Subdivision 7, Paragraph ___ (unlawful entry)

Reason:

Exemption was approved by assessor, but not entered on roll **X**

Exemption amount incorrectly calculated ___

Assessed value on roll does not match assessor's final work product __

Structure did not exist on taxable status date or was present on another parcel __

Assessment based on incorrect acreage ___

Parcel should be Wholly Exempt ___

Parcel Misclassified as homestead or non-homestead __

Other: ___

Recommendation **X** **APPROVE APPLICATION** _____ **DENY APPLICATION**

Details: **It is recommended that the application for a partial refund of the 2016/17 Cnty/Town tax bill be approved**

Investigator Margaret Burns Director Eric Atkinson Date 3/28/2017

RP-556 (1/06)

NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

APPLICATION FOR REFUND AND CREDIT OF REAL PROPERTY TAXES FOR THE YEAR(S) 20 17

Part 1: To be completed in duplicate by Applicant. For refund or credit of real property tax, submit both copies to County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer), or in a village which has retained its assessing unit status, submit to the village assessor or chairman of village board of trustees. The application must be submitted within three years of the annexation of the warrant for the collection of such tax. For an "unlawful entry" as defined in Sec. 550(7)(a) of the Real Property Tax Law, attach statement signed by assessor or majority of board of assessors substantiating that assessor(s) have obtained proof that parcel should have been granted tax exempt status on tax roll. (See definitions on reverse side).

Everest Polo Stables, Inc.
1a. Name of Owner

Day (212) 439-0243 Evening ( )
2. Telephone Number

c/o 689 Fifth Avenue
New York, NY 10022
1b. Mailing Address

Butts Hollow Road
Millbrook, NY
3. Parcel Location (if different than 1b.)

khorowitz@wildenstein.com
1c. E-mail Address (optional)

Parcel 135889-6965-00-152325-0000
4. Description of real property as shown on tax roll or tax bill (Include tax map designation)

5. Account No. n/a (as appears on tax bill) 6a. Amount of taxes paid or payable $14,023.36 6b. Date of payment (if paid) 2/21/17

7. I hereby request a refund or credit of real property taxes levied for the year(s) 2017 by Town of Washington * (Tax levying body) for the following reasons (use additional sheets if necessary):
The forestry exemption filed in 2016 is not reflected in the 2017 bills.

* Insert name of village, county, city, school district; town in Westchester County

2/27/17
Date

Kari Horowitz
Signature of Applicant

PART II: For use by **COUNTY DIRECTOR, VILLAGE ASSESSOR:** Attach written report including documentation and recommendation (Include type of error as defined in Sec. 550)

Date application received: 3/13/17 Date warrant annexed: 12/15/16

Last day for collection of taxes without interest: Paid 2/28/17

Recommendation: ☒ Approve application* ☐ Deny Application

3/28/2017
Date

Eric [signature]
Signature of Official

*☐ If box is checked, this copy is for assessor and board of assessment review of city/town/village of _____ which are to consider attached report and recommendation as equivalent of petitions filed pursuant to section 553.

PART III: For use by **TAX LEVYING BODY or OFFICIAL DESIGNATED BY RESOLUTION** _____:
(Insert Number or Date)

APPLICATION APPROVED (Check reason) ☐ Clerical error ☐ Unlawful entry ☐ Error in essential fact

Amount of taxes paid: $_____ Amount of taxes due: $_____

Amount of refund or outstanding tax to be credited: $_____

APPLICATION DENIED Reason: _____

_____
Date

_____
Signature of Chief Executive Officer or Official Designated by Resolution

Assessor Affidavit for Correction of Error

This affidavit or a letter signed by the assessor must be submitted for every requested Correction of Error.

I, KATHLEEN MYERS, assessor for the Town/City of Washington,

Dutchess County, do hereby affirm that the assessment or taxable assessment on

Grid # See attached

owned by Everest Polo Stables, Inc.

as shown on the 2016 (yr) Assessment/Tax roll of the

Town/City of Washington

School district of Millbrook

is **incorrect** and may be corrected per RPTL 550.

An explanation of the error and how it occurred is as follows: (Please be specific)

Application filed, RPS not updated.

Assessment was: _____ Should be: _____

Exemption was: - 0 - (Forest) Should be: See attached.

Other: _____

I request that the County Director investigate and make a recommendation to the tax levying body to correct such error and issue a new bill or refund.

Date 3/21/17 Signature of Assessor or Designee Kathleen Myers

Whenever possible, proof of error MUST accompany this affidavit as applicable:

e.g.

Exemption application indicating approval/denial

RECEIVED
2017 MAR 24 PM 2:17
REAL PROPERTY TAX SERVICES

480-a FOREST LAND EXEMPTION CALCULATIONS

NAME:	Everest Polo
TAX MAP NO:	6965-00-152325
TOWN:	Town of Washington

1	TOTAL ACRES	184.05
2	INELIGIBLE ACRES	75.05
3	ELIGIBLE ACRES	109.00
4	PARCEL LAND ASSESSMENT	3,584,200
5	PARCEL TOTAL ASSESSMENT	3,770,400
6	FIRST ACRE IMPVT ASSESSMENT	90,000
7	ASSESSMENT OF IMPROVEMENTS	186,200
8	ASSESSMENT OF INELIGIBLE ACRES	1,461,899
9	LATEST FINAL EQ. RATE AS OF 5/1	100.0%

1ST Method

5	6	7	8	ELIGIBLE ASSESSMENT	X 80%	
3,770,400	-90,000	-186,200	-1,461,899	2,032,301	1,625,841	EXEMPTION

OR

2ND METHOD

5	6	7	8	ELIGIBLE ASSESSMENT	-($40 x EQ. RATE x ELIGIBLE ACRES)	
3,770,400	-90,000	-186,200	-1,461,899	2,032,301	2,027,941	EXEMPTION

LESSER OF TWO METHODS

RECEIVED
2017 MAR 24 PM 2:17
REAL PROPERTY
TAX SERVICES

OWNERS NAME SEQUENCE
UNIFORM PERCENT OF VALUE IS 100.00

TAX MAP PARCEL NUMBER / CURRENT OWNERS NAME / CURRENT OWNERS ADDRESS	PROPERTY LOCATION & CLASS / SCHOOL DISTRICT / PARCEL SIZE/GRID COORD	ASSESSMENT / LAND / TOTAL	EXEMPTION CODE / TAX DESCRIPTION / SPECIAL DISTRICTS	COUNTY / TAXABLE VALUE	TOWN	SCHOOL / ACCOUNT NO.
						6865-00-645421-0000
3808	Route 44		FOREST 47460	81040	81040	20645421 81040
6865-00-645421-0000	105 Vac farmland		COUNTY TAXABLE VALUE	~~308,100~~		
Everest Polo Stables Inc	Millbrook CSD 135801	308,100	TOWN TAXABLE VALUE	~~308,100~~		
19 E 64th St	ACRES 18.25	308,100	SCHOOL TAXABLE VALUE	~~308,100~~		
New York, NY 10021	EAST-0686450 NRTH-0654210		WF037 Washington Fire Prot	308,100 TO		
	DEED BOOK 22006 PG-10260					
	FULL MARKET VALUE	308,100				
						6865-00-761303-0000
92-114	Sutton Rd					20761303
6865-00-761303-0000	241 Rural res&ag		AG In Dist 41720	0 1236,740	1236,740	1236,740
Everest Polo Stables Inc	Millbrook CSD 135801	2623,200	FOREST LAN 47460	0 1020,174	1020,174	1020,174
19 E 64th St	ACRES 135.07	3115,200	COUNTY TAXABLE VALUE	858,286		
New York, NY 10021	EAST-0687610 NRTH-0653030		TOWN TAXABLE VALUE	858,286		
	DEED BOOK 22005 PG-4501		SCHOOL TAXABLE VALUE	858,286		
MAY BE SUBJECT TO PAYMENT	FULL MARKET VALUE	3115,200	WF037 Washington Fire Prot	3115,200 TO		
UNDER RPTL480A UNTIL 2025						
						6965-00-006474-0000
3872-3874	Route 44		FOREST 47460	865280	865280	20006474 865280
6965-00-006474-0000	250 Estate		AG In Dist 41720	0 153,740	153,740	153,740
Everest Polo Stables Inc	Millbrook CSD 135801	2126,600	COUNTY TAXABLE VALUE	~~12062,760~~		
19 E 64th St	ACRES 100.00	12216,500	TOWN TAXABLE VALUE	~~12062,760~~		
New York, NY 10021	EAST-0690060 NRTH-0654740		SCHOOL TAXABLE VALUE	~~12062,760~~		
	DEED BOOK 22002 PG-08883		WF037 Washington Fire Prot	12216,500 TO		
MAY BE SUBJECT TO PAYMENT	FULL MARKET VALUE	12216,500				
UNDER AGDIST LAW TIL 2020						
						6965-00-152325-0000
	Butts Hollow Rd		FOREST 47460	1625841	1625841	1625841
6965-00-152325-0000	312 Vac w/imprv		AG In Dist 41720	0 1361,670	1361,670	1361,670
Everest Polo Stables Inc	Millbrook CSD 135801	3584,200	COUNTY TAXABLE VALUE	~~2408,730~~		
19 E 64th St	ACRES 184.05	3770,400	TOWN TAXABLE VALUE	~~2408,730~~		
New York, NY 10021	EAST-0691520 NRTH-0653250		SCHOOL TAXABLE VALUE	~~2408,730~~		
	DEED BOOK 22002 PG-08883		WF037 Washington Fire Prot	3770,400 TO		
MAY BE SUBJECT TO PAYMENT	FULL MARKET VALUE	3770,400				
UNDER AGDIST LAW TIL 2020						
						6566-00-889795-0000
158	Jameson Hill Rd					20889795
6566-00-889795-0000	210 1 Family Res		BASIC STAR 41854	0 0	0	38,580
Evers Harry J III	Millbrook CSD 135801	78,500	COUNTY TAXABLE VALUE	206,100		
158 Jameson Hill Rd	ACRES 2.00	206,100	TOWN TAXABLE VALUE	206,100		
Clinton Corners, NY 12514	EAST-0658890 NRTH-0667950		SCHOOL TAXABLE VALUE	167,520		
	DEED BOOK 22015 PG-8211		WF037 Washington Fire Prot	206,100 TO		
	FULL MARKET VALUE	206,100				

REAL PROPERTY
TAX SERVICES
2017 MAR 24 PM 2:17
RECEIVED

RP-480-a (1/95)

NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

APPLICATION FOR REAL PROPERTY TAX EXEMPTION FOR FOREST LAND

Real Property Tax Law, Section 480-a

(Read general information and instructions on back)

1. Name and telephone no. of owner(s)
EVEREST POLO STABLES INC.
c/o Guy Wildenstein
Day No. (212) 879-0500
Evening No. (212) 439-0243

2. Mailing address of owner(s)
19 EAST 64TH STREET
NEW YORK, NY, 10065
E-mail (optional)

3. Location of property (where tract is situated in two or more assessing units, separate application must be filed in each assessing unit). This application is being filed with the assessor (s) of (or) ~~MILLBROOK~~, WASHINGTON
City/Town/Village

3874 RT 44
Street address

WASHINGTON
Village (if any)

MILLBROOK, NY, 12545
City/Town

DUTCHESS
County

6865-00-645421, 6865-00-152325
6865-00-761303
~~6865~~ 6865-00-000474
Parcel identification no. (see tax bill or assessment roll)

135800
School district

4. Description of tract or parcel of land for which a forest land exemption is sought:
6865-00-000474, 6865-00-152325
a. Description of tract or parcel of land (within all assessing units): 6865-00-645421, 6865-00-761303
b. Total number of acres of tract or parcel land (within all assessing units): 437.37
c. Assessment roll description of tract or parcel of land in the assessing unit different from #4a. above:
d. Number of acres of tract or parcel of land within assessing unit: 437.37
e. Number of acres of tract or parcel of land within assessing unit devoted to the production of forest crops: 237

Sketch (see instructions)

See attached map

5. The above described tract is committed to continued forest crop production for the next succeeding 10 years, beginning on 3/1/16 (Date) and a copy of such commitment is filed herewith _____ (Date)

6. An original certificate of approval, certificate number 13-248, was issued by the Department of Environmental Conservation on 1/8/16 and was filed with the County Clerk on 2/22/16. (Attach copy with initial application.)

7. Attach a copy of the type map contained in the management plan approved by the Department of Environmental Conservation. The type map shall include: (1) boundaries of forest land neatly drawn in ink, (2) stands delineated as to type, site class and diameter class, (3) physical features such as buildings, roads, streams and power lines identified. (4) north arrow, and (5) name, address and title of person who prepared the map and the date prepared.

8. I certify that all statements made on this application are true and correct to the best of my knowledge and belief, and I understand that the making of any false statement of material fact herein will subject me to the provisions of the Penal Law relevant to the making and filing of false instruments.

12/21/15
Date

David W (FOR EVEREST POLO STABLES
Signature of owner(s) or representative

Dutchess County Clerk Recording Page

Record & Return To:

FUTURE FOREST CONSULTING
7812 HUNT HOLLOW RD

NAPLES, NY 14512

Date Recorded: 2/22/2016
Time Recorded: 3:05 PM

Document #: 02 2016 1104

Received From: FUTURE FOREST CONSULTING INC

Grantor: EVEREST POLO STABLES INC
Grantee: EVEREST POLO STABLES INC

Recorded In: Deed
Instrument Type: CTF/APPROV

Tax District: Washington

Examined and Charged As Follows :

Recording Charge: $55.00
Transfer Tax Amount:
Includes Mansion Tax:
Transfer Tax Number:

Red Hook Transfer Tax:

RP5217: N
TP-584: N

CLERK'S MINUTES	
2016	FILE NO. 145
FEE PAID	INDEXED BY

Number of Pages: 3

***** Do Not Detach This Page**
***** This is Not A Bill**

STATE OF NEW YORK (COUNTY OF DUTCHESS) SS
I, BRADFORD KENDALL, COUNTY CLERK AND CLERK OF THE SUPREME AND COUNTY COURTS DUTCHESS COUNTY DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL THEREOF FILED OR RECORDED IN MY OFFICE ON 2/22/16 CTF/APPROV 02-2016-1104 AND THE SAME IS A CORRECT TRANSCRIPT THEREOF
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL

FEB 22 2016

COUNTY CLERK & CLERK OF THE SUPREME & COUNTY COURTS, DUTCHESS COUNTY

County Clerk By: cth
Receipt #: 6275
Batch Record: 45

Bradford Kendall
County Clerk

0220161104

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Lands and Forests

CERTIFICATE OF APPROVAL

Certificate Number **13-248**

Property Owner(s)

Everest Polo Stables Inc.
c/o Guy Wildenstein
19 East 64th Street
New York NY 10065-
Telephone #: (212) 439-0243

Original Certification Date	1/6/2016
Date of Last Amendment	
Last 5-Year Update	

County	Town	Municipal Code	Roll Year	COMMITTED Acres	NON COMMITTED Acres	FULLY ASSESSED COMMITTED Acres	DATE ENDING
DUTCHESS	WASHINGTON	135800	2015	237.00	200.37	0.00	

Tax Map Number	Roll ID	Deed Liber, *Page*	Total Acres:	Committed Acres:	F.A.C. Acres	Date Ending F.A.C.
6865-00-645421		22006 *1026*	18.25	6	0	
6865-00-761303	On in 2016	22002 *0888*	135.07	57	0	
6965-00-006474		22005 *4501*	100	65	0	
6965-00-152325		22006 *1026*	184.05	109	0	
TOTALS	237.00 Committed Acres		200.37 Non-Committed Acres		0.00 F.A.C. Acres	437.37 Total Acres

This is to certify that pursuant to Section 480-a of the Real Property Tax Law of the State of New York, the eligible tract described above has been accepted for certification by the Department of Environmental Conservation conditioned upon compliance with the work schedule below.

2016 To 2017 Herbicide Stand 2-10 Acres Plant or Regenerate 18 Acres in Stand(s) 1&2;.

2017 To 2018 Non-commercial TSI of 1 Acres in Stand(s) 3; Herbicide Stand 2- 9 Acres, Stand 3- 1 Acre Plant or Regenerate 10 Acres in Stand(s) 2&3;.

2018 To 2019 Herbicide Stand 3-10 Acres Plant or Regenerate 10 Acres in Stand(s) 3;.

2019 To 2020 Non-commercial TSI of 10 Acres in Stand(s) 3; Herbicide Stand 3- 10 Acres Re-mark Property & Committed Acreage Boundary Lines as Necessary Plant or Regenerate 10 Acres in Stand(s) 3;.

2020 To 2021 Five-Year Update of Management Plan as required, Herbicide Stand 3 - 4 Acres, Stand 4 Herbicide Stand 4- 6 Acres Plant or Regenerate 10 Acres in Stand(s) 3&4;.

2021 To 2022 Plant or Regenerate 11 Acres in Stand(s) 4&5;.

2022 To 2023 Non-commercial TSI of 10 Acres in Stand(s) 5; Herbicide Stand 8- 10 Acres Plant or Regenerate 10 Acres in Stand(s) 5;.

2023 To 2024 Herbicide Stand 8 - 10 Acres.

2024 To 2025 Non-commercial TSI of 9 Acres in Stand(s) 10; Herbicide Stand 9- 10 Acres Re-mark Property & Committed Acreage Boundary Lines as Necessary Plant or Regenerate 10 Acres in Stand(s) 9;.

2025 To 2026 Five-Year Update of Management Plan as required, Herbicide Stand 9- 10 Acres.

2026 To 2027 Herbicide Stand 8 - 6 acres.

2027 To 2028 No Treatments Necessary

2028 To 2029 No Treatments Necessary

2029 To 2030 Re-mark Property & Committed Acreage Boundary Lines as Necessary.

2030 To 2031 Five-Year Update of Management Plan as required.

ACCEPTED BY REGIONAL FORESTER: Jeff Wiegert — **08-Jan-16**

REGION 3 21 SOUTH PUTT CORNERS ROAD, NEW PALTZ, NY 12561 — **DATE**

81-02-8 (10/08)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
FOREST TAX LAW

Commitment of Land to Continued Forest Crop Production

Commitment must be filed with the County Clerk once and with the Assessor and Regional Forester each year on or before taxable status date if the owner of eligible tracts is to be eligible to apply for a forest tax law exemption.

Upon filing this commitment with the County Clerk, the commitment shall be recorded in the same books kept for recording deeds and shall index it against the name of the owner. This recording shall remain in effect until a notice of revocation is filed; then the County Clerk will record the word "Revoked" on the previously recorded document followed by a reference to the liber and page where the notice of revocation is recorded.

☑ Initial Commitment ☐ Annual Commitment ☐ Change in Acreage ☐ Change in Owners

KNOW ALL MEN BY THESE PRESENT, that Everest Polo Stables Inc. c/o Guy Wildenstein the undersigned, residing at (3874 Rt 44 Millbrook NY 12545) ← property do(es) make the following declaration and commitment.
mailing address → 19 East 64th Street NY, NY 10065

FIRST: That I am (we are) the sole owner(s) or responsible officer(s) of the eligible tract designated by the Regional Forester as application number B-248 and that the eligible portions of this property are free of any encumbrance that would prevent the performance of silvicultural operations.

SECOND: That the certified eligible tract is identified as follows:

County Dutchess Town(s) Washington
6965-00-152325, 6965-00-00,474
Tax Map Number 6865-00-761303, 64542 Municipal Code 135889
Roll ID Same as tax map ID Code 3
Deed: Liber 22006, 22002, 22005 Page 10260, 08883, 4501

THIRD: That I (we) commit the eligible tract to a ten year work schedule following receipt of a partial tax exemption as provided in Subdivision 4 of Section 480-a. of the Real Property Tax Law and that this work schedule is listed on the certificate of approval issued by the Regional Forester on (Date) 1/8/16.

FOURTH: That I (we) make this commitment in full knowledge that conversion of any part of the certified eligible tract or noncompliance with the work schedule will result in a penalty as provided in Subdivision 7 of Section 480-a of the Real Property Tax Law.

FIFTH: That I (we) have complied with the provisions of all prior commitments incurred for this property under Section 480-a of the Real Property Tax Law.

David W (FOR EVEREST POLO STABLES)
SIGNED

For In-State Use:
STATE OF NEW YORK

COUNTY OF New York ss: _____

On the 21st day of December in the year 2015 before me, the undersigned, personally appeared David Wildenstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Elizabeth Demetrius
NOTARY PUBLIC

ELIZABETH DEMETRIUS
Notary Public, State of New York
Registration No. 01DE6132144
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Aug. 22, 20[illegible]

For Out-Of-State Use:
On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____, (insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

STATE / COUNTRY / POSSESSION OF _____) ss: _____

COUNTY / PROVINCE OF _____

_____
NOTARY PUBLIC

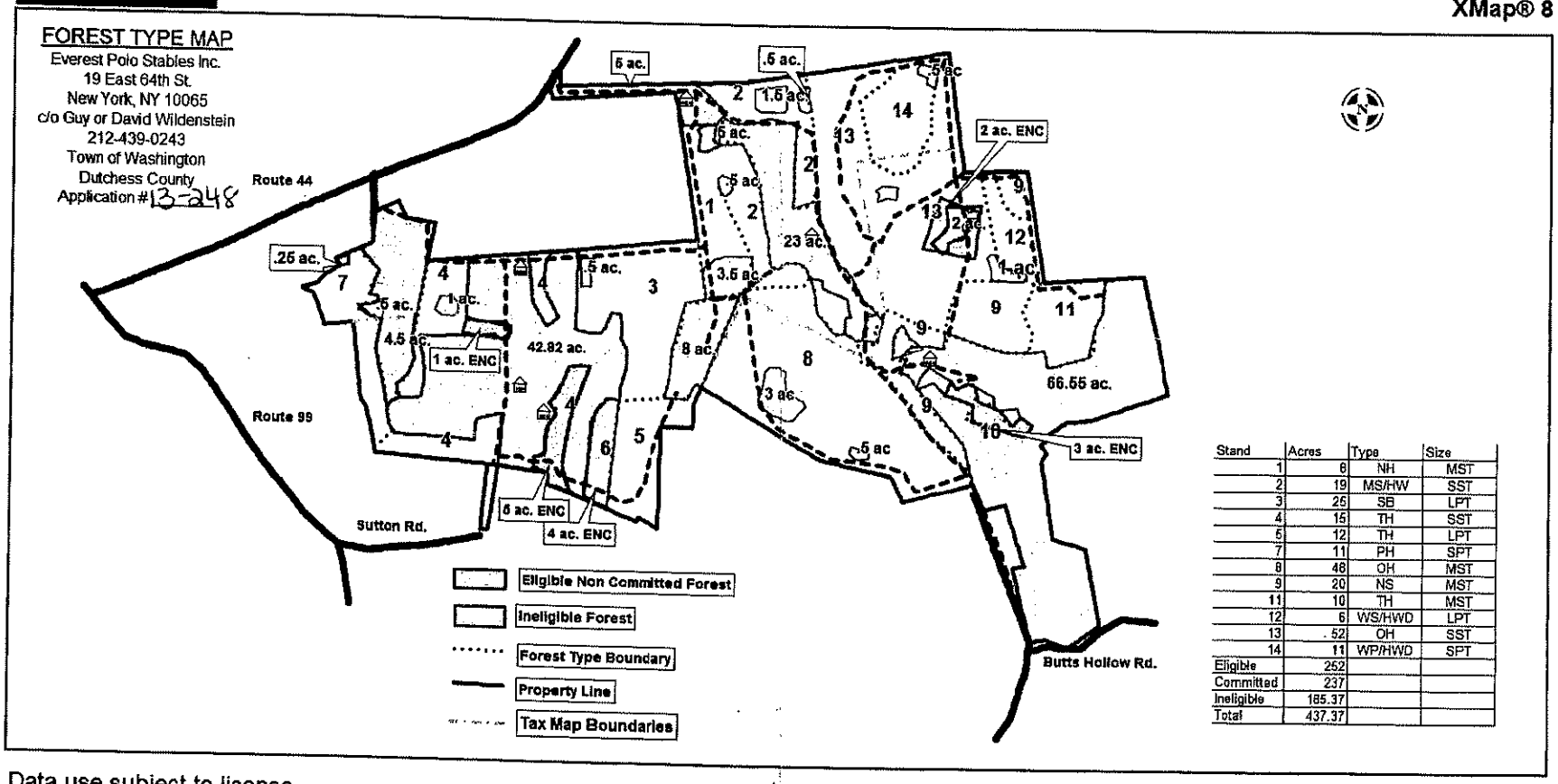
****

(Optional) I hereby voluntarily waive the requirements of 6 NYCRR 199.4 and grant permission to NYS Department of Environmental Conservation employees, agents or representatives or the assessor, to enter and inspect the above eligible tract during the period of commitment for the purpose of ascertaining compliance with section 480-a of the Real Property Tax Law and/or 6 NYCRR Part 190.

Signature: David W (Owner or Responsible Officer) Date: 12/21/15

DeLORME

XMap® 8



Stand	Acres	Type	Size
1	8	NH	MST
2	19	MS/HW	SST
3	26	SB	LPT
4	15	TH	SST
5	12	TH	LPT
7	11	PH	SPT
8	48	OH	MST
9	20	NS	MST
11	10	TH	MST
12	6	WS/HWD	LPT
13	.52	OH	SST
14	11	WP/HWD	SPT
Eligible	252		
Committed	237		
Ineligible	185.37		
Total	437.37		

Data use subject to license.

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www.delorme.com

MN (13.5° W)

0 600 1200 1800 2400 3000 3600 ft

Data Zoom 13-7

Collection: **Town & County 2017**

Fiscal Year Start: 1/1/2017 **Fiscal Year End:** 12/31/2017 **Warrant Date:** 12/15/2016

Total Tax Due (minus penalties & interest) $0.00

Entered	Posted	Total	Tax Amount	Penalty	Surcharge	Via	Type
2/28/2017	2/28/2017	$14,023.36	$14,023.36	$0.00	$0.00	Mail	Full Payment

Tax Bill #	SWIS	Tax Map #	Status
001159	135889	6965-00-152325-0000	Payment Posted

Address	Municipality	School
Butts Hollow Rd	Town of Washington	Millbrook CSD

Owners

Everest Polo Stables Inc
689 5th Avenue, 4th floor
New York, NY 10022

Property Information

Roll Section: 1
Property Class: Vac w/imprv
Lot Size: 184.05

Assessment Information

Full Market Value: 3770400.00
Total Assessed Value: 3770400.00
Uniform %: 100.00

Forest Exemption 1,625,841

Exemption	Amount
AG In Dist	1361670.00

Description	Tax Levy	Percent Change	Taxable Value 782,889	Rate	Tax Amount	
County Tax	106383900	0.3000	2408730.000	3.57564200	$8,612.76	2799.33
Town Outside Tax	1482752	-16.4000	2408730.000	1.52696000	$3,678.03	1195.44
Millbrook Library	184000	0.0000	2408730.000	0.15572300	$375.09	121.91
Washington Fire Prot	426780	1.9000	3770400.000	0.36003700	$1,357.48	

Total Taxes: $14,023.36 | 5474.16

Estimated State Aid - Type	Amount
County	73926162.00

Mail Payments To:
Mary Alex
Tax Collector
PO Box 667 Millbrook, NY 12545

Clerical error & refund

SCHEDULE A

Refund
Town of Washington
2016/17 C/T Tax Bill

Grid Number: 135889-6965-00-152325-0000
Name: Everest Polo Stables Inc.
Location: Butts Hollow Rd.

Currently on Tax Roll	Assessed Value	Exemption Amount	Taxable Value	Tax Rate	Total
Dutchess County	3,770,400	1,361,670	2,408,730	0.003575642	8,612.76
Town of Washington	3,770,400	1,361,670	2,408,730	0.00152696	3,678.03
Millbrook Library	3,770,400	1,361,670	2,408,730	0.000155723	375.09
Washington Fire Prot	3,770,400		3,770,400	0.000360037	1,357.48
		School Interest (0 or 2%)		County Interest	
	Original amount			7%	
Ret School					
				Total Tax on Current Roll	14,023.36

Corrected Tax Roll	Assessed Value	Exemption Amount	Taxable Value	Tax Rate	Total
Dutchess County	3,770,400	2,987,511	782,889	0.003575642	2,799.33
Town of Washington	3,770,400	2,987,511	782,889	0.00152696	1,195.44
Millbrook Library	3,770,400	2987511	782,889	0.000155723	121.91
Washington Fire Prot	3,770,400		3,770,400	0.000360037	1,357.48
		School Interest (0 or 2%)		County Interest	
	Original amount	0%		7%	
Ret School					
				Total Tax on Corrected Roll	5,474.16

Chargeback

A342 Allow. For Uncoll. Taxes	5,813.43
A430 Town of Washington	2,482.59
A430 Millbrook Library	253.18

TOTAL CHARGEBACK AMOUNT 8,549.20

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2017077 APPROVALS OF APPLICATIONS FOR REFUNDS OF REALPROPERTY TAXES AND TO AUTHORIZE A CHARGE-BACK BY THE COMMISSIONER OF FINANCE

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017077 APPROVALS OF APPLICATIONS FOR REFUNDS OF REALPROPERTY TAXES AND TO AUTHORIZE A CHARGE-BACK BY THE COMMISSIONER OF FINANCE

Date: May 8, 2017

Budget, Finance, & Personnel

RESOLUTION NO. 2017078

RE: DENIAL OF A REFUND APPLICATION OF A TAX BILL

APPLICANT: Mary Barnum
29 Spring Rd.
Poughkeepsie NY 12601

ACCOUNT NO: 134689-6159-04-538341-0000

Legislators BORCHERT, MICCIO, SAGLIANO, TRUITT and JETER-JACKSON offer the following and move its adoption:

WHEREAS, there is an assessment on the assessment roll for the Town of Poughkeepsie for 2016 under the name of Mary Barnum, account no: 134689-6159-04-538341-0000, and

WHEREAS, the owner of said parcel, by application attached hereto, has applied for a refund of real property taxes on the basis of a clerical error, and

WHEREAS, pursuant to section 556 of the Real Property Tax Law, the County Director of the Real Property Tax Service Agency has investigated this claim, and has found that a clerical error does not exist, and

WHEREAS, attached hereto is the written report of said Director together with his recommendation that the application be denied by the County Legislature, and

WHEREAS, the County Legislature has agreed that the clerical error does not exist, now, therefore, be it

RESOLVED, that the application received March 1, 2017 relating to account no. 134689-6159-04-538341-0000 for a refund of a tax bill is hereby denied, and be it further

RESOLVED, that the Clerk of the Dutchess County Legislature be and is hereby authorized, and directed to send a copy of this resolution to the applicant, the Commissioner of Finance and to the Town Tax Collector.

CA-066-17
EA/MB/CEB/kvh
G-0194 04/06/17
Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

MARCUS J. MOLINARO
COUNTY EXECUTIVE

HEIDI SEELBACH
COMMISSIONER

ERIC AXELSEN
DIRECTOR

COUNTY OF DUTCHESS

DEPARTMENT OF FINANCE
REAL PROPERTY TAX SERVICES DIVISION

Recommendation for denial of Petition for Correction of Errors and Refund of Taxes

Parcel: 134689-6159-04-538341-0000
29 Spring Rd.

Owner: Mary Barnum

March 10, 2017

The assessor removed the STAR, Seniors', and Veterans' exemptions from the parcel for the July 1, 2016 assessment roll. This was done based on the assessor's belief that a structure fire prior to March 1st of 2016 prevented the structure from being used as the owner's primary residence.

The petitioner requests a correction and refund of taxes for the January 2017 tax roll, including relevied 2016/17 school taxes, based on her claim that the exemptions should not have been removed by the assessor. The petitioner claims that the parcel never ceased to be her primary residence. In fact, the assessor acknowledges that the property owner did return to the residence once repairs were completed, (a certificate of occupancy was issued in September of 2016) and the assessor indicates that she will reinstate the exemptions for the May 1, 2017 tentative assessment roll.

However, the denial of an exemption cannot properly be overturned through the administrative Corrections of Errors process, even if the denial was improper. The denial constitutes an affirmative determination by the assessor, as opposed to a "failure on the part of the assessor to act" on the application, so it cannot validly be classified as a "clerical error" as that term is defined by RPTL 550(2)(c). The remedy for a property owner whose exemption application has been denied, rightly or wrongly, is to file a grievance with the Board of Assessment Review (BOAR.) In fact the property owner did file a grievance with the BOAR seeking to reinstate her exempt status. That body declined to change the parcel's exempt status.

The Correction of Errors laws do not allow the County Director to overturn an assessor's determination, or one made by the BOAR. Only a court, or a Small Claims Assessment Review hearing officer, may overturn the BOAR's determination. The property owner did not seek further review of her grievance petition.

Since the situation described does not meet any of the defined criteria allowed by law, **I must recommend that the petition for a correction and refund be denied.**

Eric Axelsen
Director of Real Property Tax Services

22 Market Street, Poughkeepsie, New York 12601 • (845) 486-2140 • Fax (845) 486-2093
www.dutchessny.gov

RP-556 (1/06)

NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES

APPLICATION FOR REFUND AND CREDIT OF REAL PROPERTY TAXES FOR THE YEAR(S) 20 16/17

Part 1: To be completed in duplicate by Applicant. For refund or credit of real property tax, submit both copies to County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer), or in a village which has retained its assessing unit status, submit to the village assessor or chairman of village board of trustees. The application must be submitted within three years of the annexation of the warrant for the collection of such tax. For an "unlawful entry" as defined in Sec. 550(7)(a) of the Real Property Tax Law, attach statement signed by assessor or majority of board of assessors substantiating that assessor(s) have obtained proof that parcel should have been granted tax exempt status on tax roll. (See definitions on reverse side).

Barnum, Mary
1a. Name of Owner

Day (914) 475-1224 Evening (CELL)
2. Telephone Number

29 Spring Rd
Poughkeepsie, NY 12601
1b. Mailing Address

MARYAM B. TOMPKINS
3. Parcel Location (if different than 1b.)

1c. E-mail Address (optional)

6159-4-538341-0000
4. Description of real property as shown on tax roll or tax bill (Include tax map designation)

5. Account No. _____ (as appears on tax bill) 6a. Amount of taxes paid or payable 5283.88 6b. Date of payment (if paid) 2/28/17

7. I hereby request a refund or credit of real property taxes levied for the year(s) 2017 by Town/ County/ School * (Tax levying body) for the following reasons (use additional sheets if necessary):
Had a Fire- needed renovations(moved out) but property was still was primary residence. Enh Star removed with Sr + Vets

* Insert name of village, county, city, school district; town in Westchester County

02/28/17
Date

Mary Barnum POA
Signature of Applicant

PART II: For use by **COUNTY DIRECTOR, VILLAGE ASSESSOR:** Attach written report including documentation and recommendation (Include type of error as defined in Sec. 550)

Date application received: 3/1/17 Date warrant annexed: 12/15/16

Last day for collection of taxes without interest: ~~12/15~~ Paid 2/28/17

Recommendation: ☐ Approve application* ☒ Deny Application

3/10/2017
Date

[signature]
Signature of Official

*☐ If box is checked, this copy is for assessor and board of assessment review of city/town/village of _____ which are to consider attached report and recommendation as equivalent of petitions filed pursuant to section 553.

PART III: For use by **TAX LEVYING BODY or OFFICIAL DESIGNATED BY RESOLUTION** _____: (Insert Number or Date)

APPLICATION APPROVED (Check reason) ☐ Clerical error ☐ Unlawful entry ☐ Error in essential fact

Amount of taxes paid: $_____ Amount of taxes due: $_____

Amount of refund or outstanding tax to be credited: $_____

APPLICATION DENIED Reason: _____

_____
Date

_____
Signature of Chief Executive Officer or Official Designated by Resolution

Real Property Tax Law, Section 550(2):

A "clerical error" means:

(a) an entry of assessed value on the tax roll which differs from the entry for the same parcel on the property record card, field book or other final work product of the assessor, or the final verified statement of the board of assessment review due to an error in transcription;
(b) a mathematical error in the computation of a partial exemption;
(c) an incorrect entry due to failure of the assessor to act on a partial exemption;
(d) an arithmetical error in the computation or extension of the tax;
(e) an incorrect entry due to a mistake in the determination or transcription of a special assessment or other charge based on units of service provided by a special district;
(f) a duplicate entry of the description or assessed valuation, or both, of an entire single parcel;
(g) an entry on a tax roll which is incorrect by reason of an arithmetical mistake by the assessor appearing on the property record card, field book or other final work product of the assessor
(h) an incorrect entry on a tax roll of a relevied school tax or relevied village tax which has been previously paid; or
(i) an entry on a tax roll which is incorrect by reason of a mistake in transcription of a relevied school tax or relevied village tax.

Real Property Tax Law, Section 550(3):

An "error in essential fact" means:

(a) the assessment of an improvement destroyed or removed prior to taxable status date;
(b) the assessment of an improvement not in existence or present on a different parcel;
(c) an incorrect entry of acreage which was considered by the assessor in valuing the parcel and which resulted in an incorrect assessed valuation, where such acreage is shown to be incorrect on a survey submitted by the applicant;
(d) (e) [not applicable to refunds]; or
(f) misclassification of a parcel in an approved assessing unit which is exclusively used for either residential or non-residential purposes.

Real Property Tax Law, Section 550(7):

An "unlawful entry" means:

(a) an assessment of wholly exempt property on the taxable portion of the assessment roll;
(b) an assessment of real property located entirely outside the boundaries of the assessing unit, the school district, or the special district in which the real property is designated as being located;
(c) an entry made by a person or body without the authority to make such entry;
(d) an assessment of taxable state land which exceeds the assessment as approved by the Office of Real Property Tax Services; or
(e) an assessment of special franchise property which exceeds the final assessment as made by the Office of Real Property Tax Services or the full value of that special franchise as determined by the Office of Real Property Tax Services adjusted by the final state equalization rate established by the Office of Real Property Tax Services for the assessment roll upon which that value appears.

Refunds:

When an application concerns a tax that has already been paid, and the application is approved, the applicant is entitled to a refund of the overpayment.

Credits:

When an application concerns a tax that has not yet been paid, and the application is approved, the applicant is entitled to a credit reducing the amount of the outstanding tax. The corrected tax must be paid with the interest and penalties that have accrued up to that point, but no additional interest and penalties shall be imposed if the corrected tax is paid within eight days of the date on which the notice of approval is mailed to the applicant (see Part II of this form). The interest and penalties on the credited portion of the tax are cancelled.

TO THE DIRECTOR OF REAL PROPERTY TAX SERVICES:

I, Kathleen D. Taber, Assessor of the Town of Poughkeepsie, Dutchess County do hereby certify that the real property owned by

County of Dutchess **Grid** *6159-04-538341-0000* *29 Spring Rd*

shown of the 2016 Tax Rolls of the Town of Poughkeepsie

School District of *Wappingers Central* and assessed in the amounts of

155,500 is correct/incorrect due but to the clerical error/unlawful entry/ error in essential fact resulting :

Fire that was in 2015 soon after taxable status. CO for repairs was issued 8/22/16. All exemptions were removed as per policy. Would like to have you check policy with NYS regarding star. If it should have remained on.

Therefore, I hereby do/do-not support a recommendation of the Director of Real Property Tax that a new bill or refund be issued for above said parcel.

Attached is documentation for the investigation of the report.

2/9/16 Kathleen D Taber
DATE ASSESSOR

TOWN OF POUGHKEEPSIE

RECEIVED
2016 MAR -6 AM 11:45
REAL PROPERTY TAX SERVICES

DOCUMENTATION REQUESTED

( ) exemption application ( ) assessor work book
( ) Property record card ( ) verified statement from BAR
( ) Tax Bill (·) Paid Tax Bill
(X) Other 911 inspection report 3/7/15
V4 Exemption status 2015 and 2016

exemptions vs. credit. -

IN PERSON PAYMENT	Town of Poughkeepsie One Overocker Road Poughkeepsie, NY 12603 Monday - Friday 8:30AM - 4:00PM

MAKE CHECKS PAYABLE TO:

Receiver of Taxes
One Overocker Road
Poughkeepsie, NY 12603
PH: (845) 485-3611

STATEMENT OF COUNTY/TOWN TAXES
TOWN OF POUGHKEEPSIE

Page No.	Roll Sect.	SWIS Code	Bill No.	Sequence No.
1 of 1	1	134689	1031	765
Fiscal Year		Warrant Dated	Bank Code	Account No.
1/1/2017 to 12/31/2017		12/15/2016		14538341

Estimated State Aid

CNTY 73,926,162 TOWN 577,000

Barnum Mary
29 Spring Rd
Poughkeepsie, NY 12601

FOR YOUR INFORMATION

Last day to pay without penalty: February 28, 2017. After this date see Payment Information on back of tax bill.

SEE REVERSE SIDE FOR MORE INFORMATION

PROPERTY IDENTIFICATION

PARCEL ID	134689-6159-04-538341-0000
LOCATION	29 Spring Rd
ACREAGE	0.42
SCHOOL	Wappingers CSD
PROPERTY CLASS	210 - 1 Family Res

The assessor estimates the **Full Market Value** of this property as of July 1, 2015 was: 155,500
The **Total Assessed Value** of this property is: 155,500
The **Uniform Percentage of Value** used to establish assessments was: 100.00

For an explanation of the grievance process, please contact the local assessor and ask for the booklet entitled 'Contesting Your Assessment'. This booklet is also available from the Dutchess County Real Property Tax Service Agency or the NYS Office of Real Property Tax Services website at http://www.tax.ny.gov/pdf/publications/orpts/grievancebooklet.pdf. Please note that the period for filing complaints on the above assessment has passed.

Exemption	Value	Tax Purpose	Full Value Estimate	Exemption	Value	Tax Purpose	Full Value Estimate

PROPERTY TAXES

Taxing Purpose	Total Levy	% Change in Levy from Prior Year *	Taxable Assessed Value or Units	Rates per $1000 or per Units	Tax Amounts
HOMESTEAD PARCEL					
County Tax	106,383,900	0.3	155,500.00	3.575632	556.01
Town Outside Tax	22,724,331	0.4	155,500.00	4.864972	756.50
Townwide Drain Imp			1,000.00	.007078	7.08
Arlington Fire	16,734,584	-0.5	155,500.00	6.207274	965.23
Consolidated Light	444,735	-0.9	155,500.00	.205989	32.03
Pok Lib District	1,933,375	8.2	155,500.00	.895572	139.26
Town Wide Wat Imp			1,000.00	.033115	33.12
Ret 2016 School Tax			0.000		2,778.15
Unpaid Water			0.000		16.50

* This is the percent of increase or decrease of the current year's tax levy over the previous year's tax levy. This does not represent the total percent of your tax increase or decrease. The tax levy is the total amount to be raised by property taxes.

PAID FEB 28 2017 RECEIVER OF TAXES

TOTAL TAX DUE 2/28/2017 $5,283.88

Taxes paid by _____ **CA CH**

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL.

POWER OF ATTORNEY
NEW YORK STATUTORY SHORT FORM

(a) CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) DESIGNATION OF AGENT:

I, MARY BARNUM, residing at 29 Spring Road, Poughkeepsie, New York 12602, hereby appoint:

Barnum

MARYANN B. TOMPKINS
79 Hewitt Lane
New Windsor, New York 12553

as my agent.

If you designate more than one agent above, they must act together unless you initial the statement below.

[ ] My agents may act SEPARATELY.

(c) DESIGNATION OF SUCCESSOR AGENT: (OPTIONAL)

If any agent designated above is unable or unwilling to serve, I appoint as my successor agent:

Not Applicable

Successor agents designated above must act together unless you initial the statement below.

[ ] My successor agents may act SEPARATELY.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

(d) This POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".

(e) This POWER OF ATTORNEY DOES NOT REVOKE any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications."

If you do not intend to revoke your prior Powers of Attorney, and if you have granted the same authority in this Power of Attorney as you granted to another agent in a prior Power of Attorney, each agent can act separately unless you indicate under "Modifications" that the agents with the same authority are to act together.

(f) GRANT OF AUTHORITY:

To grant your agent some or all of the authority below, either

(1) Initial the bracket at each authority you grant, or
(2) Write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my agent with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

[ ]	(A)	real estate transactions;	[ ]	(I)	personal and family maintenance. If you grant your agent this authority, it will allow the agent to make gifts that you customarily have made to individuals, including the agent, and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five hundred dollars;
[ ]	(B)	chattel and goods transactions;	[ ]	(J)	benefits from governmental programs or civil or military service;
[ ]	(C)	bond, share and commodity transactions;	[ ]	(K)	health care billing and payment matters; records, reports and statements;
[ ]	(D)	banking transactions;	[ ]	(L)	retirement benefit transactions;
[ ]	(E)	business operating transactions;	[ ]	(M)	tax matters;
[ ]	(F)	insurance transactions;	[ ]	(N)	all other matters;
[ ]	(G)	estate transactions;	[ ]	(O)	full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;
[ ]	(H)	claims and litigation;	[MJB]	(P)	EACH of the matters identified by the following letters: _____

You need not initial the other lines if you initial line (P).

(g) MODIFICATIONS: (OPTIONAL)

In this section, you may make additional provisions, including language to limit or supplement authority granted to your agent. However, you cannot use this Modifications section

to grant your agent authority to make gifts or changes to interests in your property. If you wish to grant your agent such authority, you MUST complete the Statutory Gifts Rider.

(h) CERTAIN GIFT TRANSACTIONS: STATUTORY GIFTS RIDER: (OPTIONAL):

In order to authorize your agent to make gifts in excess of the annual total of $500 for all gifts described in (I) of the Grant of Authority section of this document (under personal and family maintenance), you must initial the statement below and execute a Statutory Gifts Rider at the same time as this instrument. Initialing the statement below by itself does not authorize your agent to make gifts. The preparation of the Statutory Gifts Rider should be supervised by a lawyer.

[ ] (SGR) I grant my agent authority to make gifts in accordance with the terms and conditions of the Statutory Gifts Rider that supplements this Statutory Power of Attorney.

(i) DESIGNATION OF MONITOR: (OPTIONAL)

If you wish to appoint monitor(s), initial and fill in the section below:

I wish to designate _____, whose address is _____, as monitor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the Power of Attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

(j) COMPENSATION OF AGENT: (OPTIONAL)

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define "reasonable compensation", you may do so above, under "Modifications".

[ ] My agent shall be entitled to reasonable compensation for services rendered.

(k) ACCEPTANCE BY THIRD PARTIES:

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

(l) TERMINATION:

This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

(m) SIGNATURE AND ACKNOWLEDGMENT:

In Witness Whereof, I have hereunto signed my name on MARCH 8TH 2015

(PRINCIPAL signs here:) > Mary Barnum
MARY BARNUM

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

On the 8th day of March, 2015, before me, the undersigned, personally appeared MARY BARNUM, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

DARIA J. WEST
Notary Public, State of New York
No. 01WE4902019
Qualified in Westchester Co.
Commission Expires August 3, ~~2005~~ 2017

Notary Public

(n) IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

(1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;

(2) avoid conflicts that would impair your ability to act in the principal's best interest;

(3) keep the principal's property separate and distinct from any assets you own or control,

Town of Poughkeepsie Building Department
Inspection Report

Owner/Occupant	Address	Page_____of_____
	29 SPING RD.	
	Inspected By	Date
911 CALL-IN	BRUCE FLOWER.	3/7/15

☐ Footing ☐ Foundation ☐ Slab/Floor ☐ Framing ☐ Fire Stopping ☐ Insulation ☐ Fire Suppression System
☐ Fire ☐ Footing Drains ☐ Masonry Walls ☐ Sheathing ☐ Steel ☐ Slate ☐ Sprinkler ☐ Superior Walls Pre/Post
☐ Set ☐ Trench Cover ☐ Damp Proofing ☐ Alarm ☐ Final ☐ Misc. _____ ☐ Re-Inspection

INSPECTION RESULTS:
☐ Exempt ☐ Not Home ☐ Failed ☐ Passed ☐ Incomplete

FAILURE TO CORRECT VIOLATIONS NOTED ON THIS REPORT OR ANY ATTACHMENTS WITHIN THE TIME LIMIT STATED MAY RESULT IN APPROPRIATE LEGAL ACTION AGAINST YOU OR YOUR ESTABLISHMENT AS DIRECTED BY LAW.

Item#	Description	In Violation Of
	MARY BARNUM OCCUPANT.	
	298-8798	
	OCCUPANT TAKEN TO HOSPITAL	
	FIRE STARTED IN LIVING ROOM BY A	
	CANDLE ON TOP of PELLET STOVE.	
	CENTRAL HUDSON CUT POWER AT POLE.	
	NO STRUCTURAL DAMAGE TO FRAMING.	

The inspector for the Town of Poughkeepsie Inspected the above premises on _____ 20_____ at _____a.m./p.m.
There were/were not violations of the Building/Fire/Electric and Local Codes. Further information may be obtained by calling 485-3655 From 8:00 a.m. to 4:00 p.m. Monday through Friday.

Violations shall be corrected by: Date _____

Received by: _____ Date _____

Violations Corrected _____ Date _____
Inspector

RPS Version 4 - [Exemption Update , Group - Assessor, Name - Kraber]

File Edit View Toolbar Window Help

-04-538341-0000 | 134689 Poughkeepsie | Active | R/S 1 | School Wappingers CS

Barnum Mary | Roll Year 2015 Prior Year | 1 Family Res | Land AV 77,000

29 Spring Rd | Land Size 0.42 acres | Homestead | Total AV 155,500

- Parcel 6159-04-538341-0000
  - Notes
  - History
  - Assessment
    - Exempt(s)
    - Spec Dist(s)
  - Description
  - Owner(s)
  - Images
  - Site (1) Res
    - Land(s)
    - Bldg
    - Valuation
  - Sale09/12/08
  - Sale01/06/99

Total 3 Exemptions (Right Click to Add)

Exemption Code	Amount	Pct	Init Year	Term Year	Own Pct
41120 Alt Vet War CTS	23,325	15	2009		
41800 SENIOR	66,088	50	2015		
41834 SEN STAR-E	87,170		2015		

Code: 41120 Alt Vet War CTS
Amount: 23,325
Percent: 15
Term Yr:
Init Year: 2009
Own Pct:

Misc:
Res Pct: 1
Eq Rate: 100.00
Spec Rate: 0

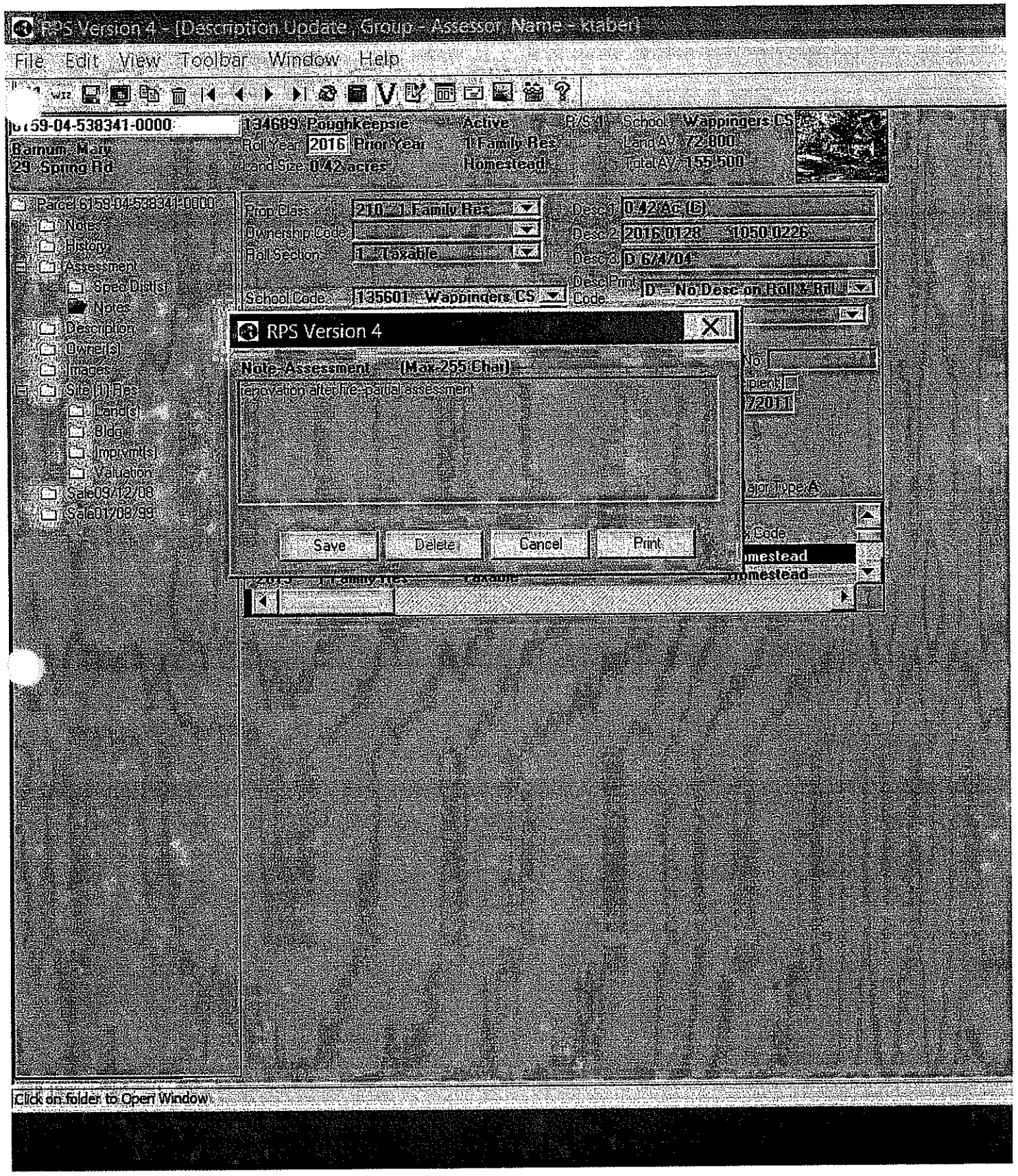
Exemption Amounts:

County	23,325
Mun	23,325
School	12,000

Taxable Values:

County	66,087
Mun	66,087
School	71,750
Sch after STAR	0

Ready


RPS Version 4 - [Description Update , Group - Assessor Name - ktaber]
File Edit View Toolbar Window Help
6159-04-538341-0000
Barnum, Mary
29 Spring Rd
134689 Poughkeepsie
Roll Year 2016 Prior Year
Land Size 0.42 acres
Active
1 Family Res
Homestead
R/S 1
School Wappingers CS
Land AV 72,800
Total AV 155,500
Parcel 6159-04-538341-0000
Notes
History
Assessment
Spec Dist(s)
Notes
Description
Owner(s)
Images
Site (1) Res
Land(s)
Bldg
Imprvmt(s)
Valuation
Sale09/12/08
Sale01/08/99
Prop Class 210 1 Family Res
Ownership Code
Roll Section 1 Taxable
School Code 135601 Wappingers CS
Desc 1 0.42 Ac (C)
Desc 2 2016 0128 1050 0226
Desc 3 D 6/4/04
Desc Print Code D - No Desc on Roll & Bill
RPS Version 4
Note-Assessment (Max-255 Char)
renovation after fire-partial assessment
Save
Delete
Cancel
Print
Click on folder to Open Window

Verified Statement of Changes by the Board of Assessment Review - Detail
For the Town/City of Poughkeepsie, Dutchess County, New York
2016 Grievance Appearances

RECEIVED
2016 JUL - 1 AM 11
REAL PROPERTY SERVICES

			Tentative Roll Information			Board of Assessment Review Determination			
			Assessment		Exemption	Assessment		Exemption	Stipulation/ Denied /
No.	Grid # (Parcel ID)	Owner	Land	Total	Type/Value	Land	Total	Type/Value	Dismissed
1	6162-20-856059-0000	45 Seitz Terrace, LLC	58,900	185,000		58,900	143,000		
2	6158-13-204429-0000	Alfonso, David	44,500	227,500		44,500	210,000		
3	6362-01-450852-0000	Amerman, Alan	79,400	205,500		79,400	125,000		
4	6159-04-538341-0000	Barnum, Mary	72,800	155,500		72,800	155,000		Denied
5	6362-01-036858-0000	Barran Properties, LLC	63,300	203,500		63,300	203,500		Denied
6	6160-04-826233-0000	Bhutani, Vipul	72,000	285,500		72,000	280,000		
7	6362-01-013763-0000	Blue Stream Properties	76,100	235,500		76,100	210,000		Denied
8	6260-02-561573-0000	Bunce, Paul	76,000	298,000		76,000	298,000		Denied
9	6163-19-514073-0000	Burke, Brian	43,900	250,000		43,900	250,000		Denied
10	6262-04-695025-0000	Burke, Brian	79,700	251,000		79,700	251,000		Denied
11	6362-01-038739-0000	Burke, Michael	76,100	194,500		76,100	188,000		
12	6261-01-300637-0000	Circle View Properties	60,000	405,000		60,000	311,000		
13	6261-01-289651-0000	Circle View Properties	68,000	700,000		68,000	583,000		
14	6261-01-308628-0000	Circle View Properties	211,000	632,000		211,000	550,000		
15	6162-10-315595-0000	Contini, Laura	40,500	176,000		40,500	176,000		Denied
16	6161-08-905956-0000	Creary, Lloyd	54,000	162,500		54,000	128,000		
17	6158-13-234489-0000	D'Addona, Josephine	36,000	234,000		36,000	190,000		
18	6160-01-337672-000	Dama, Ian	76,600	257,000		76,600	257,000		Denied
19	6161-07-738842-0000	Danita of Dutchess Corp	205,500	470,000		205,500	400,000		
20	6160-04-665079-0000	Fan, Jing	77,100	363,000		77,100	352,000		
21	6058-02-876770-0000	Ferro, Karen	62,700	287,000		62,700	274,000		
22	6363-03-030060-0000	Fruchter, Abraham	94,500	94,500		47,200	47,200		
23	6363-03-048027-0000	Fruchter, Abraham	100,000	100,000		50,000	50,000		
24	6261-01-370943-0000	Fruchter, Abraham	56,500	56,500		28,000	28,000		
25	6162-05-130862-0000	Graham, Robert	52,400	216,000		52,400	208,000		
26	6261-01-015720-0000	Gray Kenneth J	72,000	359,000		72,000	250,000		
27	6162-15-663475-0000	Griffith, Marc	51,000	55,000		26,000	30,000		
28	6159-02-760970-0000	Gumaer, Jason	69,700	256,000		69,700	235,000		
29	6057-07-722980-0000	Hoq, Rabeya	62,100	249,000		62,100	249,000		Denied

8-7A
4D
20

Notice of Exemption Removal

COPY

Parcel ID: 134689 6159-04-538341-0000
School District: 135601

Date: 3/10/2016
Sale Date: 9/12/2008

Municipal Name: Poughkeepsie

Mary Barnum
29 Spring Rd
Poughkeepsie, NY 12601-0000

This is to notify you that the above referenced property is no longer entitled to the following exemptions for the following reason(s):

---------ADDRESS CHANGE INDICATING THIS IS NO LONGER THE PRIMARY RESIDENCE

-------x----OTHER: Fire damage; Dwelling must be owner occupied as of March 1, 2016. Please check new tentative assessment May 1st.

If you have any questions concerning this notice, please contact the Assessor's office at the address below.

	County	Town	School	Village
Prior Taxable Value:	$66,087	$66,087	$	$
Removed Exemptions:				
Alt Vet War CTS	23,325	23,325	12,000	
SENIOR	66,088	66,088	71,750	
SEN STAR-E			71,750	
Current TaxableValue:	$155,500	$155,500	$155,500	$

Administrative review of this assessment is available upon the filing of a complaint with the Town of Poughkeepsie Board of Assessment Review, which is scheduled to meet on May 24, 2016, at the below address.

Kathleen D. Taber, Assessor
Town of Poughkeepsie
1 Overocker Rd
Poughkeepsie, NY 12603
(845) 485-3640

Volume 11 - Opinions of Counsel SBRPS No. 77

Alternative veterans exemption (residence and occupancy requirement)(domicile); Persons with disabilities and limited incomes exemption (residence and occupancy requirement) (domicile); School tax relief [STAR] exemption (residence requirement)(domicile); Senior citizens exemption (residence and occupancy requirement)(domicile) - Real Property Tax Law, §§425, 458 a, 459-c, 467:

> Exemptions available to an owner's "legal" or "primary" residence are limited to the owner's domicile, and the assessor, as the initial trier of fact, may make that determination in the first instance. While a person can have several residences, he or she may have but one domicile and no single factor determines such domicile.

We have received an inquiry concerning the persons with disabilities and limited incomes exemption (Real Property Tax Law, §459-c), specifically the statutory requirement therein that the property for which the exemption is sought be "the legal residence of ... the disabled person" (subd. 5(c)). An assessor denied an exemption to a woman who owns property in the Town of A, but who has been living "temporarily" for the past three years in the Town of B with her ill mother. The woman appealed to the board of assessment review which reinstated the exemption. The assessor asks how long a "temporary" absence from the residence is allowed and what forms of proof of residency "carry the most weight."

In our opinion, the statutory inclusion of the adjective "legal" to modify "residence" in section 459-c and other exemptions (*e.g.,* RPTL, §467(3)(d)) evinces a legislative intent that the property must be the domicile [or domicil] of the applicant (5 Op.Counsel SBEA No. 5). We hold the same opinion regarding other exemptions which may be granted only to an applicant's "primary residence" (*e.g.,* RPTL, §§425(3)(b), 458 a(1)(d)).

As we discussed in the aforecited opinion as well as in 11 Op.Counsel SBRPS No. 18, while a person can have more than one residence, he or she may have only one domicile. "A domicil is one's principal and permanent place of residence where one always intends to return to from wherever one may be temporarily located, and from which one has no present intention of moving" (49 NY Jur2d, Domicil and Residence, §2).

> Absent statutory regulation, no set period of residence or specified length of time in a particular place is required to establish a domicil.... Residence without the requisite intent to remain does not effect a change in domicil no matter how long the residence is continued, and, without more, the fact that one absents himself or herself from a domicil for an extended period of time does not prove a change of domicil (*ibid.,* §16).

"Temporary removal for a temporary purpose, with intent to return to the old home when that purpose has been accomplished, leaves the domicil unchanged" (*ibid.,* §27).[1]

"If the facts are undisputed and allow only one inference, the question of domicil is one of law. The question of domicil may also be one of fact rather than of law, and it frequently depends upon a variety of widely differing circumstances" (*ibid.,* §49).

In determining eligibility for exemptions, the assessor is the initial trier of fact. If the assessor decides to deny an exemption, for instance, on the basis that the facts do not prove the domicile of the applicant, the taxpayer (as here) has the right to seek administrative review. The board of assessment review then becomes the trier of fact.[2] Had the board sustained the assessor's denial, the taxpayer could have sought judicial review where the judge would have become the trier of fact. Obviously, again as occurred here, different triers of fact may reach different conclusions as to domicile (*see, Buzzard v. Tax Appeals Tribunal,* 205 A.D.2d 852, 613 N.Y.S.2d 294 (3d Dept., 1994)).

> Intention [of domicil] may be proved by any relevant evidence. However, the intention to make a particular place one's domicil is often undisclosed, making it difficult to prove by an adverse party. *** [E]ach case must be decided upon its peculiar circumstances, and the court's conclusions must be drawn from all the circumstances. All the acts, declarations, and interests must be considered, from which intention must be ascertained. Typically, a totality-of-the-evidence-approach is employed, under which **no single factor is controlling** (49 NY Jur2d, Domicil and Residence, §50, emphasis added).

As stated in 11 Op.Counsel SBRPS No. 18, in the School Tax Relief [STAR] Exemption Assessor's Guide in the Assessor's Manual (Vol.4, §4.01, p.5.43 (1/1/04)), we reiterate that "no single document ... absolutely establishes primary residency," but list some acceptable forms of proof of residency.[3] Similarly, the legal encyclopedia quoted at length above, lists voter registration (§58), the conduct of business and financial transactions (§59), payment of taxes (§60), automobile registration and driver's license (§61), and church, social, and club activities (§62) as conduct which may evince domicile.

In conclusion, and in answer to the specific questions, the length of absence from a property is apparently not determinative of domicile. Intent is critical. Again, no single fact can prove or disprove domicile. In this case, there were facts upon which a trier of fact could determine that the applicant was a legal resident of either Town A or of Town B (*e.g.,* the applicant's retention of her Town A property being some evidence of her intent to retain it as her domicile). The assessor and board of assessment review reached different conclusions. A town cannot appeal a determination of its board of assessment review (1 Op.Counsel SBEA No. 83), but that board's determination does not bind the assessor in a subsequent year. Should the exemption applicant/recipient seek renewal of her exemption next year, the assessor should consider the facts anew.

July 6, 2005

[1]Here, the applicant has allegedly been living in Town B while caring for her "terminally ill" mother. The applicant's argument is that after her mother's death, she intends to return to Town A.

In another situation concerning the exemptions in issue here, it has been suggested that chapters 42 and 132 of the Laws of 2005 may have rendered some exemption recipients, who were displaced by flooding from their homes, ineligible to receive their exemptions on the 2005 assessment roll. Those enactments authorized the county legislative bodies in 21 named counties to change their 2005 taxable status dates from March 1 (RPTL, §302(1)) to April 15 so as to recognize the possible impact on real property values of flood damage, which occurred in early April 2005, in this year's assessed valuations. We disagree with this assertion. In addition to there being no evidence of legislative intent in chapters 42 and 132 of which we are aware affecting 2005 exemption eligibility, in our opinion, an involuntary, temporary displacement from a residence due to flooding (or otherwise) does not dictate a change of domicile. Exemptions based on domicile, which were warranted on March 1, 2005, would still be warranted on April 15, 2005 **unless** it can be shown that the owner changed his or her domicile in the interim (*see,* 28 C.J.S., Domicile, §14; 25 Am Jur2d, Domicil, §16).

[2] It is because assessors may disagree with some or even all of the determinations of the board of assessment review that the language of the assessor's verification on the final assessment roll differs from that on the tentative roll (contrast RPTL, §§514 and 505).

[3] Those listed are: mailing address and property address match, driver's license, NYS Income Tax return, utility bills or 911 service listing, voter registration card, social security statement, automobile registration, and deed or recent tax bill.

Updated: January 30, 2013

Axelsen, Eric

From: tax.sm.ORPTS.Star [orpts.star@tax.ny.gov]
Sent: Tuesday, March 07, 2017 12:09 PM
To: Axelsen, Eric
Subject: FW: Part two : missing info FW: Question regarding STAR & Residency

Please read response. I've learned something new.

From: tax.sm.ORPTS.Legal
Sent: Tuesday, March 07, 2017 11:56 AM
To: tax.sm.ORPTS.Star <orpts.star@tax.ny.gov>; Weeks, Claudia M (TAX) <Claudia.Weeks@tax.ny.gov>
Cc: Siebert, Tom (TAX) <Tom.Siebert@tax.ny.gov>; Wolham, John (TAX) <John.Wolham@tax.ny.gov>
Subject: RE: Part two : missing info FW: Question regarding STAR & Residency

In our non-binding opinion, based on the facts presented, these exemptions should have been left in place. It appears that the property was significantly damaged, but it was not totally destroyed, so the owner's contention that the property remained her primary residence throughout the remodeling process may be valid. As we state in the opinion Eric cites, #11-77, the fact that a property owner has been temporarily displaced from their primary residence due to significant damage doesn't mean that it's no longer their primary residence. If the owner doesn't establish a new primary residence and plans to return once the repairs are completed, the residency-based exemption(s) that the property had been previously receiving may be continued.

However, the denial of an exemption cannot properly be overturned through the administrative Corrections of Errors process, even if the denial was improper. The denial constitutes an affirmative determination by the assessor, as posed to a "failure on the part of the assessor to act" on the application, so it cannot validly be classified as a "clerical error" as that term is defined by RPTL 550(2)(c). There is no other COE provision that even comes close to covering situations like this. The remedy for a property owner whose exemption application has been denied, rightly or wrongly, is to file a timely grievance. It is too late to do so now.

Nonetheless, the owner may still register for the Enhanced STAR credit for 2016. As I believe you know, the registration period for the 2016 credit is open until April 15 of 2020.

Since questions like this normally go to the Regional Office, I'm copying John in.

From: tax.sm.ORPTS.Star
Sent: Tuesday, March 07, 2017 10:33 AM
To: Weeks, Claudia M (TAX) <Claudia.Weeks@tax.ny.gov>; Gerberg, Joseph K (TAX) <Joseph.Gerberg@tax.ny.gov>
Cc: Siebert, Tom (TAX) <Tom.Siebert@tax.ny.gov>
Subject: Part two : missing info FW: Question regarding STAR & Residency

I never stated the basic premise of the petition for correction:

Applicant contends that the **property never ceased to be her primary residence**, despite the fact that she had to live elsewhere while the property was rehabbed.

From: tax.sm.ORPTS.Star
Sent: Tuesday, March 07, 2017 8:51 AM
To: Weeks, Claudia M (TAX) <Claudia.Weeks@tax.ny.gov>; Gerberg, Joseph K (TAX) <Joseph.Gerberg@tax.ny.gov>

Cc: Siebert, Tom (TAX) <Tom.Siebert@tax.ny.gov>
Subject: FW: Question regarding STAR & Residency

ıt sure if COE should be granted. Any help would be appreciated.

From: Axelsen, Eric [mailto:eaxelsen@dutchessny.gov]
Sent: Monday, March 06, 2017 4:12 PM
To: tax.sm.ORPTS.Star <orpts.star@tax.ny.gov>
Subject: Question regarding STAR & Residency

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Dutchess County
Town of Poughkeepsie
PID: 6159-04-538341-0000
Owner: Barnum, Mary

Residence has a total AV of 155,500 for 2104 and 2015, enhanced STAR, Seniors' & Veterans for each of those years.
Residence had a fire on 3/7/2015. Documented by Town Bldg. Dept.
Assessor leaves STAR, Senior, & Veteran's exemptions on the roll for the remainder of the 2015 assessment cycle.
Significant damage, owner cannot live there, the house receives extensive remodeling.
Assessor removes all exemptions for 2016, does not lower assessment because renovations are "nearly complete" and believes an updated partial would have increased the AV.
Owner files grievance for 2016, BOAR denies any change to exempt status. Verified with copy of Verified List of Changes.
No SCAR filed.
Certificate of Occupancy for renovations granted 9/2/2016.
Preliminary assessment for 2017 indicates an AV of 222,500 and that all exemptions will be restored. Validated by assessor as correct.
3/6/2017 daughter (with power of attorney) files for correction of error on behalf of Barnum.

Questions:

1) Should the owner have received the Enhanced STAR exemption for 2016? All exemptions? (Review of Op. 11-77 not all that helpful.)
2) Even if the parcel should have received the exemptions, can Enhanced STAR, or any part of the other exemptions, be corrected under RPTL 556?
3) If not correctible, could the owner still qualify for the STAR rebate for 2016 if they dropped the exemption for 2017 and registered for the check program?

Any guidance would be appreciated.

Eric Axelsen, IAO, CCD
Director
Dutchess County Real Property Tax Services
22 Market Street
Poughkeepsie, NY 12601
Phone: (845) 486-2140 Fax: (845) 486-2093
Email: eaxelsen@dutchessny.gov

www.dutchessny.gov

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2017078 DENIAL OF A REFUND APPLICATION OF A TAX BILL TOWN OF POUGHKEEPSIE

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 Yes 0 No

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017078 DENIAL OF A REFUND APPLICATION OF A TAX BILL TOWN OF POUGHKEEPSIE

Date: May 8, 2017

Budget, Finance & Personnel

RESOLUTION NO. 2017079

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF WAPPINGER
ASSESSED UNDER THE NAME OF
JOHANIDESZ LASZLO JOHANIDESZ RITA
GRID: 135689-6056-03-343488-0000

Legislators FLESLAND, BORCHERT, JETER-JACKSON, SAGLIANO, and LANDISI offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of Wappinger assessed to Johanidesz Laszlo Johanidesz Rita for the levy year 2013 and described as Grid No. 135689-6056-03-343488-0000 amounting to $306.20 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 3, 2014 for the tax lien year of 2014, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2014/4304 to enforce the collection of delinquent tax liens for the levy year 2013 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 in the Office of the Dutchess County Clerk, July 25, 2016, Document # 02 2016 4870, and

WHEREAS, the sum of $1,025.00 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, 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 Deyanira Burgos at 12 Cooke Court, Brooklyn NY 11207 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 5/17/2017

CA-054-17
HS/CM/CA/CEB/kvh
04/03/17 R-0324-C5
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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2017079 QUITCLAIM DEEDS PROPERTY IN THE TOWN OF WAPPINGER

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 Yes 0 No

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017079 QUITCLAIM DEEDS PROPERTY IN THE TOWN OF WAPPINGER

Date: May 8, 2017

Budget, Finance & Personnel

RESOLUTION NO. 2017080

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN/VILLAGE OF WAPPINGERS FALLS ASSESSED UNDER THE NAME OF MANNINO GIUSEPPE
GRID: 135601-6158-18-363174-0000

Legislators FLESLAND, BORCHERT, LANDISI and JETER-JACKSON offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town/Village of Wappingers Falls assessed to Mannino Giuseppe for the levy year 2012 and described as Grid No. 135601-6158-18-363174-0000 amounting to $60.22 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2013 for the tax lien year of 2013, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2013/6228 to enforce the collection of delinquent tax liens for the levy year 2013 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 in the Office of the Dutchess County Clerk, August 5, 2015, Document # 02 2015 4734, and

WHEREAS, the sum of $500.00 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, 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 Deyanira Burgos at 12 Cooke Court, Brooklyn, NY 11207 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 5/17/2017

CA-055-17
HS/CM/CA/CEB/kvh
04/03/17 R-0324-C5
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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2017080 QUITCLAIM DEEDS PROPERTY IN THE TOWN/ VILLAGE OF WAPPINGERS FALLS

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017080 QUITCLAIM DEEDS PROPERTY IN THE TOWN/ VILLAGE OF WAPPINGERS FALLS

Date: May 8, 2017

Budget, Finance, & Personnel

RESOLUTION NO. 2017081

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF EAST FISHKILL
ASSESSED UNDER THE NAME OF:
GOLISANO DOLORES M GOLISANO SALVATORE
GRID: 132800-6656-00-984188-0000

Legislators FLESLAND, BORCHERT, JETER-JACKSON, METZGER and LANDISI offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of East Fishkill assessed to Golisano Dolores M Golisano Salvatore for the levy year 2012 and described as Grid No. 132800-6656-00-984188-0000 amounting to $214.82 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2013 for the tax lien year of 2013, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2013/6228 to enforce the collection of delinquent tax liens for the levy year 2013 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 in the Office of the Dutchess County Clerk, August 5, 2015, Document # 02 2015 4734, and

WHEREAS, the sum of $500.00 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, 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 Deyanira Burgos at 12 Cooke Court, Brooklyn, NY 11207 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 5/17/2017

CA-056-17
HS/CM/CA/CEB/kvh
04/03/17 R-0324-C5
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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2017081 QUITCLAIM DEEDS PROPERTY IN THE TOWN OF EAST FISHKILL

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 0

Absent: 4 **Motion:** ____ Yes No

Vacant: 0 **Abstentions:** 0

2017081 QUITCLAIM DEEDS PROPERTY IN THE TOWN OF EAST FISHKILL

Date: May 8, 2017

Budget, Finance, & Personnel

RESOLUTION NO. 2017082

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF NORTH EAST
ASSESSED UNDER THE NAME OF APPELMAN, GARTH
GRID: 133889-7272-00-025196-0000

Legislators FLESLAND, BORCHERT and JETER-JACKSON
offer the following and move its adoption,

WHEREAS, unpaid tax on property in the Town of North East assessed to Appelman, Garth for the levy year 2010 and described as Grid No. 133889-7272-00-025196-0000 amounting to $88.64 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2011 for the tax lien year of 2011, and

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

WHEREAS, the sum of $1,001.00 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, 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 Jeremy Weaver at 290 NW Peacock Blvd # 881655, Port St. Lucie, FL 34986 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-067-17
HS:CM:sa/CEB/kh
4/21/17
Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 11 **Resolution:** ✓ **Total :** 11 0

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

Vacant: 0 **Abstentions:** 0

2017082 QUITCLAIM DEEDS PROPERTY IN THE TOWN OF NORTH EAST

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017082 QUITCLAIM DEEDS PROPERTY IN THE TOWN OF NORTH EAST

Date: May 8, 2017

RESOLUTION NO. 2017083

RE: AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY SHERIFF'S OFFICE (A.3110)

Legislators ROMAN, BORCHERT, MICCIO, FLESLAND, SAGLIANO, TRUITT, PULVER, JETER-JACKSON, HORTON and LANDISI offer the following and move its adoption:

WHEREAS, the County Executive applied for and secured a grant from the New York State Division of Criminal Justice Service (NYSDCJS) for police protective equipment for various police agencies throughout Dutchess County, New York State Grant Contract Number C444704, Project # PP16-1133-D00, in the total sum of $249,930 of which $107,640 is to provide the funds to the Dutchess County Sheriff's Office to purchase police protective equipment, and

WHEREAS, the grant covers the period January 1, 2017, through December 31, 2017, and

WHEREAS, it is necessary for this Legislature to authorize the execution of the grant agreement and to amend the 2017 Adopted County Budget to accept such funds and provide for the receipt and expenditure of said funds, now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive or his designee to accept the grant award from NYSDCJS in connection with the above grant and further authorizes and empowers the County Executive or his designee to execute said grant agreement on behalf of the County of Dutchess, and be it further

RESOLVED, that the Commissioner of Finance is hereby authorized, empowered and directed to amend the 2017 Adopted County Budget as follows:

APPROPRIATIONS - Increase		
A.3110.25.4190	Uniforms, Badges & Assess.	$ 31,900
A.3110.25.4123	Safety Supplies	$ 18,240
A.3110.25.4750	Other Equipment – ND	$ 57,500
		$107,640

REVENUES - Increase		
A.3110.25.30890.23	Other St. Aide NYSDCJS	$107,640

CA-060-17
TJL/kvh/G-0222 04/13/17
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 5/4/2017

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 8th day of May 2017, 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 8th day of May 2017.

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 $ 107,640

Total Current Year Revenue $ 107,640
and Source

NYS Division of Criminal Justice Services "Police Protective Equipment Program" Grant

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
The County has been awarded a Police Protective Equipment Program Grant from NYS Division of Criminal Justice Services in the amount of $107,640. This resolution would increase the Sheriff's office expenses and revenue to allow for the purchase of ballistic vests, helmets and rifles.

Prepared by: Maureen Sarigianis, Sheriff's Office Prepared On: 4/12/17

NEW YORK STATE | Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

January 11, 2017

The Honorable Marcus Molinaro
Dutchess County Executive
22 Market Street
Poughkeepsie, NY 12601

Dear County Executive Molinaro:

I am pleased to advise you that the NYS Division of Criminal Justice Services (DCJS) has awarded your county a Police Protective Equipment Program (PPEP) total award of $249,930 for the contract period 1/1/2017 to 12/31/2017. As stipulated in the Request for Applications (RFA), these funds are to be used by your partnership to equip local police agencies with protective equipment and DCJS approved patrol rifles to provide the greatest level of protection and effectiveness in your efforts to combat active shooter incidents, terrorist attacks, and other criminal events.

The attached spreadsheet represents your county's entire budget request for PPEP and the amount of funding approved by DCJS for each individual request. Separate contracts will be developed with each listed participating agency. Participating agencies are expected to use the approved budget amount provided in the "Awarded Budget" column, on the attached, when developing their PPEP contract.

A DCJS Office of Program Development and Funding (OPDF) Program Representative assigned to this project, will contact each participating agency to assist in the development of their contract. Please see the attached *Instruction Sheet* which provides additional important information.

Should you have any questions, please contact Joann Tierney-Daniels with the DCJS Office of Program Development and Funding at (518) 457-8404 or e-mail at Joann.Tierney-Daniels@dcjs.ny.gov.

Very truly yours

Michael C. Green
Executive Deputy Commissioner

MCG:JTD:neb
Attachments (2):

- Contract Instruction Sheet
- 2016-17 Police Protective Equipment Program Awardees

cc: 2016-17 Police Protective Equipment Program Awardees
Joann Tierney-Daniels, DCJS

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: C444704 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Dutchess County 22 Market St Poughkeepsie, NY 12601-3222	TYPE OF PROGRAMS: Police Protective Equipment Program DCJS NUMBERS: PP16444704 CFDA NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 146002566 MUNICIPALITY NO: (if applicable) 130100000000	INITIAL CONTRACT PERIOD: FROM 01/01/2017 TO 12/31/2017 FUNDING AMOUNT FROM INITIAL PERIOD: $107,640.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) If "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT X APPENDIX A Standard Clauses required by the Attorney General for All State contracts X APPENDIX A1 Agency-specific Clauses X APPENDIX B Budget X APPENDIX C Payment and Reporting Schedule X APPENDIX D Program Workplan __ APPENDIX F Guidelines for the Control and Use of Confidential Funds __ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment X APPENDIX M X Other (Identify) Appendix M

IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Criminal Justice Services
BY: , Date:
Office of Program Development and Funding

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:
BY: Hon. Marcus J. Molinaro, County Executive Date: MARCH 8, 2017

ATTORNEY GENERAL'S SIGNATURE Title: Date:	APPROVED, Thomas P. DiNapoli, State Comptroller Title: Date:

CRC

As to Content, County Attorney

Kirk Imperati, UnderSheriff
As to Content

12627

Public Safety Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	Nesbitt		
District 4 - Town of Hyde Park	Black	absent	
District 5 - Town of Poughkeepsie	Roman (C)		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (VC)		
District 8 - City and Town of Poughkeepsie	Brendli		
District 21 - Town of East Fishkill	Horton		

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

Absent: 1 **Motion:** ____ **Abstentions:** 0

Vacant: 0

2017083 AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY SHERIFF'S OFFICE (A.3110)

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017083 AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY SHERIFF'S OFFICE (A.3110)

Date: May 8, 2017

RESOLUTION NO. 2017084

RE: AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF EMERGENCY RESPONSE

Legislators ROMAN, BORCHERT, MICCIO, FLESLAND, PULVER, THOMES, TRUITT, LANDISI, SAGLIANO, JETER-JACKSON, HORTON and INCORONATO offer the following and move its adoption:

WHEREAS, the Department of Emergency Response has advised that the New York State Division of Homeland Security and Emergency Services has awarded the County a grant, entitled "2016 Statewide Interoperable Communications Grant, in the sum of $682,199 to provide the funds for various upgrades to the communication system, and

WHEREAS, the grant covers the period January 1, 2017, through December 31, 2018, and

WHEREAS, it is necessary for this Legislature to authorize the execution of the grant agreement and to amend the 2017 Adopted County Budget to accept such funds and provide for the receipt and expenditure of said funds, now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive or his designee to accept the grant award from New York State Division of Homeland Security and Emergency Services in connection with the above grant and further authorizes and empowers the County Executive or his designee to execute said grant agreement and any amendments thereto on behalf of the County of Dutchess, and be it further

RESOLVED, that the Commissioner of Finance is hereby authorized, empowered and directed to amend the 2017 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.3020.2500.10	Other Equipment 10 yr.	$668,800
A.3020.4124	Communications equipment	$ 13,399
		$682,199

REVENUES

Increase

A.3020.33890.17	Other Public Safety SIC	$682,199

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 5/17/2017

CA-065-17 CAB/kvh/G-148-A 04/17/17
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 8th day of May 2017, 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 8th day of May 2017.

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 $ 682,199

Total Current Year Revenue and Source $ 682,199

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:

Net County Cost (this year): $0

Over Five Years: $0

Additional Comments/Explanation:

This is a two year grant, however we do plan on spending and being reimbursed for the entire amount but the end of 2017.

Prepared by: Laurie Colgan Prepared On: 4/7/17

Dul.pdf

NEW YORK STATE | Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

April 4, 2017

The Honorable Marcus J. Molinaro
Dutchess County Executive
County Office Building
22 Market Street
Poughkeepsie, NY 12601

Dear Mr. Molinaro,

I am pleased to announce that Dutchess County has been awarded $682,199 under the New York State 2016 Statewide Interoperable Communications Grant Program (2016 SICG-Formula). This program, administered by my agency, allows for State support to aid county, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC). The 2016 SICG-Formula Program will concentrate on improving interoperability and operability of communication systems in New York State. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2016-17 SICG grant will be 24 months, beginning calendar year 2017 (January 1, 2017– December 31, 2018). Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information that reflects the award amount. Our Grants Program Administration staff with your designated SICG point of contact, to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Andrew Cuomo, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Michael A. Sprague, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

John P. Melville
Commissioner

Cc: Commissioner Dana Smith, Dutchess County Department of Emergency Services

Public Safety Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	Nesbitt		
District 4 - Town of Hyde Park	Black	absent	
District 5 - Town of Poughkeepsie	Roman (C)		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (VC)		
District 8 - City and Town of Poughkeepsie	Brendli		
District 21 - Town of East Fishkill	Horton		

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

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017084 AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF EMERGENCY RESPONSE

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2017084 AUTHORIZING GRANT AGREEMENT WITH NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF EMERGENCY RESPONSE

Date: May 8, 2017

Family and Human Services

RESOLUTION NO. 2017085

RE: APPOINTMENTS TO THE MENTAL HYGIENE BOARD

Legislators THOMES, BORCHERT, MICCIO, HORTON, LANDISI, FLESLAND, PULVER, TRUITT, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, Article 41 of the Mental Hygiene Law, Section 9.03 of the Dutchess County Charter, and Section 9.03 of the Dutchess County Administrative Code provide for the Creation of an Advisory Mental Hygiene Board whose members are appointed by the Legislature, and

WHEREAS, Section 41.11 of the Mental Hygiene Law provides that each member shall be appointed for a four-year term; that vacancies shall be filled for unexpired terms and that no member may serve more than two consecutive terms, and

WHEREAS, there presently exists vacancies on said Board, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby reappoint and appoint the following to the Dutchess County Advisory Mental Hygiene Board:

Appointments	**Term Ending**
Mark Searle 18 Hartstone Drive Poughkeepsie, NY 12603 (filling unexpired term of Mara Farrell)	12/31/18
Elizabeth Marie Cooke 44 Primrose Hill Road Rhinebeck, NY 12572 (filling unexpired term of Jamie Cevetillo)	12/31/17
Jacqueline Johnson 59 Fountain Place Poughkeepsie, NY 12603 (filling unexpired term of Jennifer Ayers)	12/31/17

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Home
18 Hartstone Drive
Poughkeepsie, NY 12603
(845) 471-6402

Mark B. Searle

Experience

3/16 – Present Member – Intellectual and Developmental Disabilities Subcommittee of the Mental Hygiene Board Dutchess County, NY

Serve as a member of this volunteer subcommittee to advise the Mental Hygiene Board relative to issues facing persons with I/DD and their families. The subcommittee interfaces with all service providers in the County, state and voluntary.

1/12 – 6/13 Deputy Director – Developmental Disabilities State Operations Office (DDSOO) Region 4 Taconic DDSO Poughkeepsie, NY

1/12 – 3/12 – Deputy Director for Community Supports; Collaborated with stakeholders and sister agencies to direct an integrated program of supports within the Region. Oversight of DDSO's units that supported provider agencies within the region including matters of fiscal supports and agency developments.

3/12 – 6/13 – Oversee the supports and services provided to people living in the community in state operated residences and participating in state operated day program settings within the Taconic DDSOO region. Responsible for coordinating the transition of services consistent with the downsizing plans for the Taconic campus in Wassaic, NY and working with providers developing community opportunities for those individuals. Responsible for state Family Care program and the Taconic Article 16 Clinic.

6/12 – 10/12 – Acting Director – Operations Region 4 – Served as the Acting Director for Region 4 which includes the Taconic and Hudson Valley DDSOOs. Overall responsibility for over 200 community residences and over day program centers in nine counties in the southeastern corner of New York

10/10 – 12/11 Administrator – Community and Clinical Support Services Taconic DDSO Poughkeepsie, NY

In charge of managing the fiscal support unit for the DDSO that interfaces with all voluntary provider agencies within the district, supervision of the state Medicaid Service Coordinators (MSC), oversight of the DDSO's Article 16 clinic, and representative of the DDSO to provider agencies. Administers the Family Care program for the DDSO, which includes ensuring that prospective family care homes meet all certification standards prior to review and certification by the Director. Responsibilities include coordination of MSC allocations to voluntary agencies as well as allocations of services for day program services operated by voluntary providers. Develop and monitor contracts for services between OPWDD and provider agencies within the district. Serve on the DDSO's Steering Committee.

7/05 – 10/10 Quality Assurance Director Taconic DDSO Wassaic, NY

Responsible for the administering the compliance program for the Developmental Center – establishing monitoring schedules to ensure evaluation of all campus programs and services. Reviewing monitoring reports to identify best practices and systemic issues. Ensure that monitoring reports address all areas identified in the DOH statement of deficiencies as well as all standards of compliance. Administers

the Family Care program for the DDSO, which includes ensuring that prospective family care homes meet all certification standards prior to review and certification by the Director. Serve on the DDSO's Steering Committee.

4/03 – 7/05 Special Investigator Taconic DDSO Wassaic, NY

Responsible for conducting on-site investigations, implementing consumer protective measures, collection and analysis of evidence, securing consumer and staff statements, accomplishing and ensuring accurate and timely notifications, placement of staff on Administrative Leave, conducting interrogations, training and supervision of subordinate investigators, liaison with Law Enforcement agencies, produce comprehensive written reports and monitor accomplishment of recommendations.

1/99 – 4/03 Jacobi Hall, Taconic DDSO Wassaic, NY

Treatment Team Leader

Administrator and overall supervisor of an interdisciplinary treatment team consisting of professional and paraprofessional staff that provide residential and therapeutic day programs services to developmentally disabled, dually diagnosed, and physically challenged adults in a co-ed setting.

6/97 – 3/00 Caparullo Associates Orange, CT

Consultant Therapist

Provide group therapy and psycho/social education to men who display offender-like sexual behaviors through a voluntary service provider clinic.

9/91 – 12/98 Taconic DDSO – Dutchess County Community Services, Poughkeepsie & Wassaic, NY

Psychologist II

Psychologist for community-based state-operated Intermediate Care Facility (ICF) for formerly institutionalized men with histories of severe behavior problems. Responsibilities included the development and implementation of comprehensive behavior plans, staff training and supervision, and conducting group and individual therapy sessions with this population.

8/88 – 9/91 Taconic DDSO Dutchess County Day Program Center, Poughkeepsie, NY

Treatment Team Leader

Administrator of certified Day Treatment and Day Training Programs for persons with developmental disabilities residing in community- based residences; supervise interdisciplinary team in providing therapeutic services in three component program in compliance with State and Federal regulations; responsible for the total management of clinical services, budget, physical plant and personnel of the Program Center; co-Chair: Dutchess County Day Program Sub-Committee, Chair Dutchess County ICF/Day Treatment Program Committee.

6/77 – 8/88 Wassaic Developmental Center (Taconic DDSO) Wassaic Campus, Wassaic, NY

4/87 – 8/88 Treatment team Leader – Hudson Hall

Administrator and overall supervisor of an interdisciplinary treatment team consisting of professionals and paraprofessional staff that provide residential and therapeutic day program services to 87 developmentally disabled and physically challenged adults in a co-ed setting.

10/86 – 4/87 Treatment Team Leader – Jacobi Hall

Mid-Hudson Chapter – Trout Unlimited; President 1985, 1995–96; Board of Directors, 1986-1995; Secretary, 1997 to present, Fly Tying Instructor.

Hudson Valley Ski Club – Director 2005; Education Committee Chair 2006 to present

New York State Licensed Fishing Guide – DEC License #4900

Car Clubs –
Ferrari Club of America/Empire State Region, 2001 – present – Chairman, Hudson Valley Chapter, 2007 – present

Presentations and Publications

Searle, M.B., Critelli, A., Friedenberg, J. and Duncan, R. Day Treatment Programs – Alternative Models for Personas with Dual Diagnoses. New York State Chapter AAMR and National Association for the Dually Diagnosed – 1990 Joint Conference, Albany, NY, 9/90.

Searle, M.B., Friedenberg, J. and Duncan, R. A Hybrid Model for Day Treatment Programs Incorporating Day Training Vocational Experiences. Northeast AAMR Region X Conference, Providence, RI, 10/90.

Searle, M.B. Headed for the future: Work Transition Ideas. New York State Association of Day Treatment Providers – Symposium '90, Albany, NY 10/90.

Learning principles and ski instruction. Professional Journal of Ski Instruction. Winter, 1981, 44 – 45.

An examination of the interpretability of automotive symbols as related to driver status, sex and experience. (unpublished pre-doctoral research, Fordham University, 1976).

ELIZABETH MARIE COOKE, LMSW
44 Primrose Hill Road
Rhinebeck, New York 12572
(Home) 845.876.4527
(Mobile) 917.856.2791
lizcnyc@gmail.com

PROFILE

Intelligent, empathic, licensed social worker seeking a position in a clinical or behavioral health environment. Proven capability to work quickly, smartly and sensitively in independent or collaborative environments. Able to adapt to changing protocols and technologies and to work with all populations, including children, adolescents, families and individuals from diverse social and cultural backgrounds.

CLINICAL EXPERIENCE

Mental Health Evaluator
Health Alliance of the Hudson Valley Hospital, Kingston, NY
September 2013-Present

* Perform evaluations of patients in a busy psychiatric emergency room under crisis conditions.
* Quickly and competently diagnose mental illness utilizing the DSM-V and ICD-10 systems.
* Assess for suicidality and homicidality.
* Consult with psychiatrists and medical doctors for appropriate disposition.
* Offer counseling to individuals and families when indicated.
* Make appropriate referrals to inpatient and outpatient providers.
* Obtain consents, follow HIPAA protocol, complete insurance paperwork.

Social Worker
Astor Services for Children and Families, Kingston, NY 12401
December 2014-June 2015

* Provided psychotherapy to clients aged 5-21 presenting with complex mental health and psychosocial stressors.
* Used evidence-based practices, including cognitive-behavioral, interpersonal therapy and solution-focused therapy.
* Counseled families to address behavioral, relational and academic problems.
* Made referrals to Partial Hospitalization, Case Management, Respite, and SPOA as indicated.

Clinical Social Work Intern
Hudson Valley Mental Health, Poughkeepsie, NY
September 2012-May 2013

* Provided psychotherapy in individual and group settings for adults from diverse backgrounds, including mandated clients and clients in the ITAP and Partial Hospitalization programs.
* Treatment responsibilities included: writing treatment plans, progress notes and terminations; performing intakes and writing biopsychosocial assessments; liaising with licensed prescribers to ensure medication compliance; liaising with families and support systems.

Clinical Social Work Intern
Pine Grove Center, Kingston, NY
October 2011-May 2012

* Provided outpatient mental health counseling within individual and group settings for adults with severe and persistent mental illness, including schizophrenia, bipolar disorder, schizoaffective disorder, major depression, substance abuse, and post-traumatic stress disorder.
* Ran weekly MICA groups for clients with co-occurring mental illness and chemical addiction
* Liaised with psychiatric staff, residential house managers, families and other client support systems.
* Case management duties included preparing SPOA (single point of access) applications for housing and ACT services through NYS Office of Mental Health; working with Medicaid to ensure uninterrupted delivery of services; assisting clients with budgeting and financial management

EDUCATION

Adelphi University, Poughkeepsie NY, Master of Social Work, 2013 (GPA 4.0+).
Recipient of the 2013 Dean's Award for Academic Excellence.

The Evergreen State College, Olympia WA, Bachelor of Arts, 1984

Stephen Mitchell Center for Relational Psychoanalysis, 2015
Completed the one-year introductory program.

MEMBERSHIPS AND CERTIFICATIONS

Member, National Association of Social Workers
Member, New York State Society for Clinical Social Work
Certificate of Completion, Coursework and Training in Identification and Reporting of Child Abuse and Maltreatment, 2011
Certificate of Completion, Cognitive Processing Therapy (Onsite Training) 2012
Certificate of Completion, Cognitive Behavioral Therapy (CPI - Online Training), 2013
Certificate of Completion, Motivational Interviewing (CPI - Online Training), 2013
Certificate of Completion, ASIST (Applied Suicide Intervention Skills Training), 2013
Post-Graduate Certificate in Addictions, Adelphi University Office of Continuing Education, 2013
Certificate of Completion, CPR Training (Kingston Hospital), 2013
Certificate of Completion, PMCS Training, Kingston Hospital, 2014, 2015, 2016
Certificate of Completion, Foundations in Life Coach Training, Mentor Coach Program, 2014
Certificate of Completion, Stephen Mitchell Center for Relational Studies, May 2015
Certificate of Completion, Acceptance and Commitment Therapy Workshop, 2016

REFERENCES

On request.

Jacqueline Johnson, DSW, LCSW-R

59 Fountain Place
Poughkeepsie, NY 12603
Mobile (845) 337-7646
jackiejohnsonmsw@caa.columbia.edu
Registered with **LinkedIn**

Current Professional Experience

October 2010 to Present
Regional Social Work Supervisor (SWS 1)

NYS Office of Children and Family Services (OCFS)
Division of Juvenile Justice and Opportunities for Youth (DJJOY)
Bureau of Behavioral Health Services (BBHS)
Rensselaer, NY

- Report out to Chief of Treatment Services, Bureau Director, Associate Commissioner of Program Services, and Deputy Commissioner of OCFS
- **Provide direct clinical supervision** to five regionally-based facility mental health staff, ensuring ethical and professional standards, continued awareness of advances in the mental health field, and documentation of licensure hours.
- **Provide direct administrative supervision** to two regionally-based BBHS Facility Program Liaison staff (Child and Family Services Specialist 1).
- **Provide consultation, recommendations, and oversight of clinical programming, evidence-based practices, New York Model and its components, DOJ mandates and remedial measures, and agency and BBHS policies** to DJJOY facility mental health staff, facility multidisciplinary teams, and Facility Directors/Asst Directors.
- Provide **clinical support** for DJJOY facility specialty units, including substance abuse, sexually harmful behavior, intensive mental health services, and developmental disabilities.
- Conduct formal **quality assurance reviews** of clinicians' documentation, both in paper and JJIS electronic formats, and report out to facility administration, BBHS administration, and executive administration.
- Assist facility administration in preparing for audits, including **QAI, PREA, and ACA.**
- Prepare and conduct **corrective action plans** for facility programming services and **provide remedial recommendations** based on audit and review findings.
- Conduct formal **facility program development and program evaluations**, as requested by agency, bureau, and facility administration.
- Train and assist facilities with **implementation of agency initiatives and monitor** for progress and effective implementation, specifically mental health initiatives, evidence-based practices, and New York Model programming.
- **Provide consultation to regionally-based Community Multi-Service Office staff** (Intake and Aftercare workers) to ensure adequate services are being provided to youth and families in the community, post-release.
- **Collaborate with Facility Directors/Asst Directors** on preparing **performance evaluations** of mental health staff.

- Facilitate psychiatric and medical **hospitalizations**, and other placements of youth, pre- and post-release
- Serve on Bureau **workgroups**
- Participate in writing and updating Bureau **policy, clinical manuals, youth manuals, and agency trainings** (MH/Psychiatric Medication, Youth with Developmental Disabilities, STOP/Psychological First Aid, Suicide Response and Reduction)
- Provide **mental health trainings** to non-clinical facility staff
- Provide **training and orientation** to new mental health staff
- Participate in **hiring, discipline, and termination** of mental health staff
- Attended and completed **OCFS Supervisory Institute**, Rensselaer, NY; July 2011 – August 2012.

Private Practice

May 2016 – Present
Hudson Valley Social Work
Poughkeepsie, NY
Founder

July 2012 – Present
Behavioral Health Services of the Hudson Valley
Newburgh, NY
Independent Contracted Practitioner

Education

University of Tennessee
Doctor of Social Work
Concentration: Clinical Practice and Leadership
DSW Fund for Clinical Excellence Scholarship

"The Influence of Organizational Culture and Climate on Staff Turnover and Turnover Intention in Human Service Agencies"

"Clinicians' Perceptions of Organizational Culture and Climate in a State-run Juvenile Justice Agency: A Pilot Study to Explore Ideas for Reducing Clinician Turnover"

Columbia University School of Social Work
Master of Science, Social Work
Concentration: Clinical Social Work

Bard College
Bachelor of Arts, Psychology
"Preventing Alcohol and Drug Abuse through Primary Education (PADAPE)"

Dutchess Community College
Associate of Arts, Humanities and Social Sciences – Honors
Student Government Commissioner of Academics
Edmund Webb Scholarship for Excellence in English and Humanities

Past Professional Experience

April 2006 to October 2010
Clinical Social Worker – Community Services

NYS Office of Mental Health (OMH)
Rockland Children's Psychiatric Center
Orangeburg, NY

- Program development, program evaluation/utilization review, direct provision of mental health services, ***preparation for JCAHO reviews***

  1) **2008 – 2010: OCFS Juvenile Justice facility (NYS DJJOY) at Highland Residential Center, Highland, NY; Mental Health Unit Primary Clinician**
  2) 2007 – 2008: Ulster County BOCES; Middle/High School students; Intensive Day Treatment (program closed)
  3) 2006 – 2007: Lincoln High School, Yonkers, NY; Day Treatment (relocated closer to home region)

June 2005 to April 2006
Social Worker

Astor Home for Children (RTC)
Rhinebeck, NY

- Provision of case management services, family therapy, crisis intervention, arranging hospitalizations, participation in treatment team meetings, medication reviews, home interventions, home visits, supervised parental visits, interfacing with oversight agencies (DSS and ACS), family court appearances, providing staff trainings, implementation of Sanctuary Model, **preparation for JCAHO reviews**

June 2003 to June 2005
QMRP

Anderson Center for Autism
Staatsburg, NY

- Management of campus Intermediate Care Facility (ICF), program development, program evaluation, maintenance and monitoring of students' mental health records, preparation for OPWDD audits, management and supervision of program's compliance with OPWDD regulations, interface with OPWDD oversight staff, report out to Anderson executive administration, preparation of program corrective action plans and preparation of recommendations to executive administration to improve program and regulatory compliance.

August 2002 to May 2004
Batterer Intervention Group Facilitator

Family Services, Inc.
Poughkeepsie, NY

- Facilitate groups for mandatory 26-week program for Dutchess County Family Court-appointed male offenders (*Domestic Abuse Awareness Classes for Men).*
- Co-facilitated weekly peer supervision of 8 counselors.

February 2002 to May 2003
Substance Abuse Prevention Educator

St. Francis Hospital – Community Services
Poughkeepsie, NY

- *Preventing Alcohol and Drug Abuse through Primary Education (PADAPE).* Substance abuse prevention curriculum for grades K – 5. Dutchess County, NY, public schools.
- Program development and evaluation, assist in conducting annual research studies using test data to evaluate efficacy of program for funding purposes.

April 2001 to June 2003
Program Assistant Director

Family Services, Inc.
Poughkeepsie, NY

- A New York State grant-funded after school program targeting at-risk youth.
- Program development and evaluation, management and supervision of program and staff of 10, student body of 90.

September 1998 to April 2001
Program Director

Dutchess Community College – Community Services
Poughkeepsie, NY

- *After School Scholar's Program* and *Summer Scholar's Program*, both SUNY-funded programs placed at Hudson Gardens Community Center (Poughkeepsie Housing Authority).
- Program development and evaluation, program management, enrollment management, development of academic tutoring curriculum, family intervention, crisis intervention, interfacing with Poughkeepsie City School District, and supervision of 12 staff members.

Professional Development

Continuing Education
Current on CEUs for NYS LCSW

Professional Licensure
Licensed Clinical Social Worker NYS (with R credential)
#078459

Malpractice Insurance
American Professional Agency (current)

Public Policy Committee Memberships
Dutchess County Department of Mental Hygiene – Mental Health Subcommittee (2006)

Professional Organizations
University of Tennessee – Knoxville DSW Professional Alliance
National Association of Social Workers
National Organization of Forensic Social Workers

Presentations
March 2003
"Preventing Alcohol and Drug Abuse through Primary Education (PADAPE)"
Eastern Psychological Association Annual Meeting, Baltimore, Maryland
Presentation on PADAPE Program of St. Francis Hospital and related research from Bard College

Publications
"The Influence of Organizational Culture and Climate on Staff Turnover and Turnover Intention in Human Service Agencies" (Johnson, Thompson, & Patterson, 2015; in process)

Professional Trainings

Extensive trainings in Leadership, Management, Organizational Culture/Climate, Program Development, Program Evaluation, Program Implementation and Outcomes, Substance Abuse, Trauma/PTSD, Trauma-Informed Care, DBT, Sanctuary Model, Motivational Interviewing, CBT, Sexually Harmful Behavior by Youth, Domestic Violence (victims and offenders), Juvenile Justice/Criminal Justice, Medicaid Service Coordination, Grant Writing

References

Anne Pascale, LCSW-R
Chief of Treatment Services
Bureau of Behavioral Health Services
NYS OCFS/DJJOY
52 Washington Street
Rensselaer, NY 12144
anne.pascale@ocfs.ny.gov

Iren Valentine, PsyD
Former Director
Bureau of Behavioral Health Services
NYS OCFS/DJJOY
iren.valentine@gmail.com

Freida Herron, DSW, LCSW
Clinical Associate Professor
The University of Tennessee, Knoxville
College of Social Work
Knoxville, TN 37996-3333
fherron@utk.edu

Kim Verma, LCSW-R, PhD, C.Ht. CASAC
Director of Social Work Department
Capital District Psychiatric Center
NYS OMH
75 ew Scotland Avenue
Albany, New York 12208
kamlesh.verma@omh.ny.gov

Patricia Schneider, PhD
Former Treatment Team Leader
Rockland Children's Psychiatric Center
NYS OMH
schpatricia@gmail.com

Gregory J. Garcia
Region 5 Supervisor – Community Programs
Mid-Hudson CMSO
843 Union Avenue
New Windsor, NY 12533
(845) 567-3262
gregory.garcia@ocfs.ny.gov

Family and Human Services Sub Committee Roll Call

District	*Name*	*Yes*	*No*
District 14 - Wappinger	Amparo*		
District 13 - Town of East Fishkill/LaGrange/Wappinger	Bolner*		
District 3 - Town of LaGrange	Borchert*		
District 21 – Town of East Fishkill	Horton	✓	
District 10 - City of Poughkeepsie	Jeter-Jackson	✓	
District 18 – City of Beacon/Fishkill	Landisi	✓	
District 17 – Town/Village of Fishkill	Miccio*		
District 20 –Red Hook	Strawinski*		
* = Ex Officio	**Total:**		

Recommendations: Liz Cooke
Jacqueline Johnson, PSW, LCSW-R
Mark Searle

Randy Ross

Mental Hygiene Advisory Board

Date: March 7, 2017

Family and Human Services Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner *		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson (VC)		
District 16 - Town of Fishkill and City of Beacon	Forman	absent	
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

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

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017085 APPOINTMENTS TO THE MENTAL HYGIENE BOARD

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017085 APPOINTMENTS TO THE MENTAL HYGIENE BOARD

Date: May 8, 2017

PULLED 5/1/2017

Family & Human Services

RESOLUTION NO. 2017086

RE: MEMORIALIZATION URGING PASSAGE OF NEW YORK SENATE BILL S377 AND NEW YORK ASSEMBLY BILL A7005 BY THE NEW YORK STATE LEGISLATURE

Legislators BORCHERT, MICCIO, BOLNER, THOMES, HORTON, JETER-JACKSON, INCORONATO and LANDISI offer the following and move its adoption:

WHEREAS, there exists an opioid and heroin epidemic across New York State; and

WHEREAS, the County of Dutchess has been a leader in pursuing meaningful initiatives to combat this epidemic including the initiation of a local NARCAN (Naloxone) program that provides education on the utilization of this life-saving treatment; and the establishment of its Stabilization Center—the only one like it in New York—which provides assistance to individuals suffering from mental illness or substance abuse from trained professionals as an alternative to reliance on area hospital emergency rooms; and

WHEREAS, a leading contributor to this epidemic is the countless unused prescription pills and controlled substances in easy reach of individuals; and

WHEREAS, individuals who develop dependencies on prescription pills especially painkiller's often resort to the illegal use of opioids; and

WHEREAS, in 2014 the federal Drug Enforcement Administration ("DEA") announced that pharmacies may accept and destroy customers' unwanted prescription drugs through utilization of "take back programs" whereby pharmacies voluntarily accept the return of unused medications from the public; and

WHEREAS, only 1 percent of American pharmacies have established "take back" plans or similar disposal programs, with none of those belonging to the largest national chains; and

WHEREAS, in Dutchess County only two independent pharmacies and no large chain pharmacies have established "take back" programs; and

WHEREAS, New York Senate Bill S377 and New York State Assembly Bill A7005 would establish a "take back" plan by requiring and ensuring that pharmacies with more than twenty retail sites in New York State are designated as disposal sites in each county of the state in which such chain pharmacy has a pharmacy, to allow for easy and accessible disposal of controlled substances; now therefore, be it

RESOLVED, that the Dutchess County Legislature hereby urges the New York State Senate and Assembly to approve New York Senate Bill S377 and Assembly Bill A7005; and be it further

RESOLVED, that a copy of this resolution be sent to New York State Senators Sue Serino and Terrence Murphy and Assembly Member Kevin A. Cahill, Fred Skartados, Kieran Michael Lalor and DiDi Barrett.

~~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 8th day of May 2017, 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 8th day of May 2017.~~

~~CAROLYN MORRIS, CLERK OF THE LEGISLATURE~~

S T A T E O F N E W Y O R K

377

2017-2018 Regular Sessions

I N S E N A T E

(PREFILED)

January 4, 2017

Introduced by Sen. CARLUCCI -- read twice and ordered printed, and when printed to be committed to the Committee on Health

AN ACT to amend the public health law, in relation to the safe disposal of unused controlled substances

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Section 3343-b of the public health law is amended by
2 adding a new subdivision 4 to read as follows:
3 4. THE COMMISSIONER IS HEREBY AUTHORIZED TO PROMULGATE RULES AND REGU-
4 LATIONS NECESSARY TO REQUIRE CHAIN PHARMACIES TO OPERATE DRUG DISPOSAL
5 SITES FOR UNUSED CONTROLLED SUBSTANCES IN EACH COUNTY OF THE STATE,
6 PROVIDED SUCH CHAIN PHARMACY HAS A PHARMACY LOCATED IN A COUNTY. FOR
7 THE PURPOSES OF THIS SUBDIVISION, "CHAIN PHARMACY" MEANS A PHARMACY WITH
8 MORE THAN TWENTY LOCATIONS IN THE STATE.
9 S 2. This act shall take effect immediately.

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [ ] is old law to be omitted.

LBD02015-01-7

S T A T E O F N E W Y O R K

7005

2017-2018 Regular Sessions

I N A S S E M B L Y

March 29, 2017

Introduced by M. of A. MAYER -- read once and referred to the Committee on Health

AN ACT to amend the public health law, in relation to the safe disposal of unused controlled substances

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. Section 3343-b of the public health law is amended by
2 adding a new subdivision 4 to read as follows:
3 4. THE COMMISSIONER IS HEREBY AUTHORIZED TO PROMULGATE RULES AND REGU-
4 LATIONS NECESSARY TO REQUIRE CHAIN PHARMACIES TO OPERATE DRUG DISPOSAL
5 SITES FOR UNUSED CONTROLLED SUBSTANCES IN EACH COUNTY OF THE STATE,
6 PROVIDED SUCH CHAIN PHARMACY HAS A PHARMACY LOCATED IN A COUNTY. FOR
7 THE PURPOSES OF THIS SUBDIVISION, "CHAIN PHARMACY" MEANS A PHARMACY WITH
8 MORE THAN TWENTY LOCATIONS IN THE STATE.
9 S 2. This act shall take effect immediately.

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [ ] is old law to be omitted.

LBD02015-01-7

Environment
Amended in Committee 5/4/17

RESOLUTION NO. 2017087

RE: FOR A FOSSIL-FUEL-FREE FUTURE FOR DUTCHESS COUNTY

Legislators TYNER, AMPARO, RIESER, BRENDLI, JETER-JACKSON, STRAWINSKI, LANDISI, BORCHERT, MICCIO, SURMAN, SAGLIANO, TRUITT, INCORONATO, and HORTON offer the following and move its adoption:

WHEREAS, that Cornell/Stanford report suggested that a 100-percent fossil-fuel-free future is viable for New York State, now, therefore be it

RESOLVED, that the Dutchess County Legislature calls on the county government to identify fossil fuel reduction goals.

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 8th day of May 2017, 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 8th day of May 2017.

Carolyn Morris

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FOR FOSSIL-FUEL-FREE FUTURE

☒ No Fiscal Impact

FISCAL IMPACT STATEMENT

APPROPRIATION RESOLUTIONS

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 Item (s):
Related Expenses:

Nature of Expenses:

Anticipated Savings to County:

Net county Cost (this year): $ 0

(over five years): $ 0

Additional comments:

(statewide Comell/Stanford 2013 report
that this would actually save $36 billion
[savings from cheaper electric bills;
savings on public health costs

Discussion on Resolution No. 2017087 proceeded as follows:

Minority Leader Strawinski, duly seconded by Legislator Black, made an amendment to the Resolved as follows:

RESOLVED, that the Dutchess County Legislature calls on the county government to identify fossil fuel reduction goals **and create a public/private task force to identify fossil fuel reduction goals.**

Roll call on the foregoing amendment resulted as follows:

AYES:	9	Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Jeter-Jackson, Rieser, Tyner
NAYS:	12	Borchert, Bolner, Forman, Horton, Incoronato, Landisi, Metzger, Pulver, Sagliano, Surman, Thomes, Truitt
ABSENT:	4	Roman, Miccio, Nesbitt, Washburn

Amendment defeated.

Legislator Tyner made an amendment to the Resolved as follows:

RESOLVED, that the Dutchess County Legislature calls on the county government to identify fossil fuel reduction goals and create a public/private task force to identify fossil fuel reduction goals, **taking into consideration Governor Cuomo's 50 by 30 goal.**

Roll call on the foregoing amendment resulted as follows:

AYES:	1	Tyner
NAYS:	20	Borchert, Bolner, Black, Forman, Horton, Incoronato, Landisi, Metzger, Pulver, Sagliano, Strawinski, Amparo Surman, Thomes, Truitt, Flesland, Rieser, Brendli, Jeter-Jackson, Coviello
ABSENT:	4	Roman, Miccio, Nesbitt, Washburn

Amendment defeated.

Legislator Tyner moved to amend the Resolved as follows:

RESOLVED, that the Dutchess County Legislature calls on the county government to identify fossil fuel reduction goals and create a public/private task force to identify fossil fuel reduction goals, **toward the goal of Dutchess County becoming a New York State Department of Environmental Conservation climate smart community.**

Motion failed due to lack of second.

Legislator Tyner moved to amend the Resolved as follows:

RESOLVED, that the Dutchess County Legislature calls on the county government to identify fossil fuel reduction goals and create a public/private task force to identify fossil fuel reduction goals, **taking into account Thompkins County energy road map.**

Motion failed due to lack of second.

Roll call on the foregoing resolution resulted as follows:

AYES:	21	Borchert, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Forman, Flesland, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Pulver, Rieser, Sagliano, Surman, Thomes, Truitt, Tyner
NAYS:	0	
ABSENT:	4	Roman, Miccio, Nesbitt, Washburn

Resolution adopted.

Environment Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

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

Absent: 2 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JM / DB

amend resolution as attached.

2017087

5.4.17

Legislator Miccio made a motion, duly seconded by Legislator Bolner, to amend the resolution as follows:

~~WHEREAS, four years ago our County Legislature's Democratic Caucus co-sponsored a resolution for our county government to create a public/ private sector task force towards the goal of a 100-percent fossil-fuel-free future for Dutchess County, based on the 2013 Cornell/Stanford report that came out that year proving this is possible, but that resolution was never even allowed on to an agenda for a committee meeting, and~~

WHEREAS, that Cornell/Stanford report ~~proved that only~~ **suggested** that a 100-percent fossil-fuel-free future is viable for New York State, ~~but also that it would literally create 4.5 million new green construction jobs in the process, 58,000 permanent new green jobs, saving $36 billion yearly and 4000 lives annually across NY~~ now, therefore, be it

RESOLVED, that the Dutchess County Legislature call on the county government to ~~work with the Sierra Club and other local environmental organizations to emulate the fossil-fuel-free goals noted below~~

1. ~~Aspen, CO- As of 2015, Aspen, Colorado is powered by 100% renewable electricity- a mix of approximately 50 % wind, 45% hydropower, and the remaining 5% from solar and landfill gas~~

2. ~~Burlington, VT- as of 2014, Burlington Vermont is powered by 100% renewable electricity a mix of biomass, landfill methane, wind, solar and hydropower .~~

3. ~~Columbia, MD- As of 2015, Columbia, Maryland is powered by 100% renewable electricity- a mix of 75% wind and 25% solar.~~

4. ~~Greensburg, KS- As of 2013, Greensburg, Kansas is powered with 100% renewable electricity.~~

5. ~~Kodiak Isalnd, AK- Since 2012, Kodiak Island is powered by 100% renewable electricity~~

6. ~~Rockport, MO- Rockport, MO is powered by 100% wind energy.~~

7. ~~Santa Monica, CA- As of 2016, Santa Monica's city operations are powered with 100% renewable electricity.~~

~~Commited to 100% Renewable Energy~~

1. ~~Abita Springs, LA-Abita Springs, LA is committed to transition 100% of the town's electricity to renewable energy sources by December 31, 2030.~~

2. ~~Boulder,CO- In December of 2016, Boulder City Council made the commitment to 100% renewable electricity by 2020.~~

3. ~~Del Mar, CA-Delmar, California is committed to achieving 50% renewable electricity by 2020, and 100% by 2035.~~

4. ~~East Hampton, NY- East Hampton, New York is committed to achieving 100% renewable electricity by 2020 and 100% renewable heating, cooling and transportation by 2030.~~

5. ~~Georgetown, TX-Georgetown, Texas is committed to achieving 100% renewable electricity by 2017.~~

6. ~~Grand Rapids, MI- Grand Rapids, Michigan is committed to achieving 100% renewable electricity by 2020.~~

7. ~~Madison, WI- Madison, WI committed to transitioning to 100% renewable electricity~~

8. ~~Moab, UT-Moab is committed to transitioning to 100% renewable electricity by 2020.~~

9. ~~Nassua, NY- Nassau, New York is committed to achieving 100% renewable electricity by 2020.~~

10. ~~Palo Alto, CA- Since 2013, Palo Alto, California's electricity is 100% carbon neutral.~~

11. ~~Park City, UT- Park City, UT is committed to transitioning to 100% renewable electricity by 2032.~~

12. ~~Pueblo, CO- Pueblo is committed to transitioning to a healthy, affordable 100% renewable energy system with greater community control and equitable access by 2035.~~

13. ~~Salt Lake City, UT-Salt Lake City, UT is committed to achieving 100% renewable energy for community electricity supply by 2032 and 50% renewable electricity for municipal operations by 2020.~~

14. ~~San Diego, CA-San Diego is committed to achieving 100% renewable electricity by 2035.~~

15. ~~San Francisco, CA- San Francisco is committed to achieving 100% renewable electricity by 2020.~~

16. ~~St. Jose, CA-San Jose, California is committed to achieving 100% renewable electricity by 2022.~~

~~17. St. Petersburg, FL- St. Petersburg is committed to transitioning to 100% renewable electricity by 2030.~~

~~18. Taos, NM- The City of Toas, NM has committed to transitioning its electricity to 100% renewable energy by 2030.~~

identify fossil fuel reduction goals.

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2017087 FOR A FOSSIL-FUEL-FREE FUTURE FOR DUTCHESS COUNTY

Date: May 4, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		1
District 17 - Town and Village of Fishkill	Miccio	absent	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		2
District 20 - Town of Red Hook	Strawinski	1	
District 14 - Town of Wappinger	Amparo	2	
District 1 - Town of Poughkeepsie	Nesbitt	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		3
District 4 - Town of Hyde Park	Black	3	
District 5 - Town of Poughkeepsie	Roman	absent	
District 6 - Town of Poughkeepsie	Flesland	4	
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		4
District 8 - City and Town of Poughkeepsie	Brendli	5	
District 9 - City of Poughkeepsie	Rieser	6	
District 10 - City of Poughkeepsie	Jeter-Jackson	7	
District 11 - Towns of Rhinebeck and Clinton	Tyner	8	
District 12 - Town of East Fishkill	Metzger		5
District 15 - Town of Wappinger	Incoronato		6
District 16 - Town of Fishkill and City of Beacon	Forman		7
District 18 - City of Beacon and Town of Fishkill	Landisi		8
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		9
District 21 - Town of East Fishkill	Horton		10
District 22 - Towns of Beekman and Union Vale	Coviello	9	
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		11
District 24 - Towns of Dover and Union Vale	Surman		12
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	absent	

Present: 21 **Resolution:** ✓ **Total :** 9 (Yes) 12 (No)

Absent: 4 **Motion:**

Vacant: 0 **Abstentions:** 0

Legislator Strawinski/ Legislator Black

Motion to add the following to the last RESOLVED as follows:

RESOLVED, that the Dutchess County Legislature calls on the county government to identify fossil fuel reduction goals **and create a public/private task force to identify fossil fuel reduction goals.**

Amendment defeated

Resolution No. 2017087 Date: May 8, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ____ **Total :** 1 20

Absent: 4 **Motion:** ____ Yes No

Vacant: 0 **Abstentions:** 0

Legislator Tyner moved to add the following to the RESOLVED:

RESOLVED, that the Dutchess County Legislature calls on the county government to identify fossil fuel reduction goals, **taking into consideration Governor Cuomo's 50 by 30 goal.**

Amendment defeated

Resolution No. 2017087 Date: May 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio	absent	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman	absent	
District 6 - Town of Poughkeepsie	Flesland		
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District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
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District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
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	Washburn	absent	

Present: 21 **Resolution:** ✓ **Total :** _____ _____

Absent: 4 **Motion:** ✓ Yes No

Vacant: 0 **Abstentions:** ____

Legislator Tyner moved to add the following to the RESOLVED:

RESOLVED, that the Dutchess County Legislature calls on the county government to identify fossil fuel reduction goals, **toward the goal of Dutchess County becoming a New York State Department of Environmental Conservation climate smart community.**

Motion failed due to lack of second.

Resolution No. 2017087 Date: May 8, 2017

Legislator Tyner moved to add the following to the RESOLVED:

Roll Call Sheets

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

Present: 21 **Resolution:** ____ **Total :** ____ ____

Absent: 4 **Motion:** ✓ Yes No

Vacant: 0 **Abstentions:** ____

RESOLVED, that the Dutchess County Legislature calls on the county government to identify fossil fuel reduction goals, **taking into consideration Tompkins County energy road map.**

Motion failed due to lack of second.

Resolution No. 2017087 Date: May 8, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017087 FOR A FOSSIL-FUEL-FREE FUTURE FOR DUTCHESS COUNTY

Date: May 8, 2017

Environment

RESOLUTION NO. 2017088

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON DUNCANDALE FARM PROPERTY IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Legislators FORMAN, BORCHERT, MICCIO, PULVER, TRUITT, METZGER, and SAGLIANO offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed $133,200.00 in grant funds available through the Dutchess County Partnership for Manageable Growth Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 158 acres of Property, known as the Duncandale Farm (Tax Grid Number: 133889-7169-00-820523) located on Coleman Station Road in the Town of North East, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to $862,750, Dutchess County shall contribute up to $133,200, the Scenic Hudson Land Trust shall contribute up to $149,538, and the Dutchess land Conservancy shall contribute up to $7,200, for a total contribution of up to $1,152,688, and

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, which shall assume primary responsibility to monitor and enforce the easement, and

WHEREAS, the Dutchess County Department of Planning and Development has identified the New York State Department of Agriculture and Markets as an involved agency, and

WHEREAS, the New York State Department of Agriculture and Markets has indicated it does not wish to serve as lead agency and has consented to Dutchess County assuming lead agency status, and

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

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

RESOLVED, that the County hereby assumes lead agency status with respect to a grant award to partially fund the purchase of an agricultural conservation easement of 158 acres on the Duncandale Farm (Tax Grid No. 133889-7169-00-820523) in the Town of North East, Dutchess County.

CA-058-17
AMS/kvh
G-1678
04/10/17
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

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 $ 0
and Source

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

Identify Line Items(s):

H0476.8020.3006.(TBD) - Easement-Conservation Duncandale Farm

Related Expenses: Amount $ 0
Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $0
Over Five Years: $0

Additional Comments/Explanation:
Declaration of Lead Agency, pursuant to SEQRA, regarding the partial funding from the Dutchess County Partnership for Manageable Growth (PMG) Grant Program for the purchase of a conservation easement on the approximately 158 acre Duncandale Farm in the Town of North East, in partnership with the New York State Department of Agriculture and Markets.

Prepared by: Eoin Wrafter Prepared On: 4/7/17

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2017088 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON DUNCANDALE FARM PROPERTY IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017088 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON DUNCANDALE FARM PROPERTY IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: May 8, 2017

Environment

RESOLUTION NO. 2017089

RE: ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE DUNCANDALE FARM PROPERTY IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Legislators FORMAN, BORCHERT, MICCIO, PULVER, TRUITT, METZGER and SAGLIANO offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed $133,200 in grant funds available through the Dutchess County Partnership for Manageable Growth Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 158 acres of Property, known as the Duncandale Farm (Tax Grid Number: 133889-7169-00-820523) located on Coleman Station Road in the Town of North East, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to $862,750, Dutchess County shall contribute up to $133,200, the Scenic Hudson Land Trust shall contribute up to $149,538 and the Dutchess Land Conservancy shall contribute up to $7,200, for a total contribution of up to $1,152,688, and

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, which shall assume primary responsibility to monitor and enforce the easement, and

WHEREAS, approval of an award to partially fund the purchase of a conservation easement on the Duncandale Farm constitutes an action subject to the State Environmental Quality Review Act, and

WHEREAS, the County has been designated Lead Agency, as the New York State Department of Agriculture and Markets has indicated it does not wish to serve as lead agency and has consented to the County assuming lead agency status, and the County has the responsibility to make a determination of significance, and

WHEREAS, the Dutchess County Department of Planning and Development has concluded, after review of a Full Environmental Assessment Form, that the proposed Project: 1) is an unlisted action; and 2) will not have a significant adverse impact on the environment, and

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

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

RESOLVED, that this Legislature hereby adopts and confirms the Full Environmental Assessment Form and Negative Declaration, concluding a grant award to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy, on approximately 158 acres on the Duncandale Farm (Tax Grid Number: 133889-7169-00-820523) located on Coleman Station Road in the Town of North East, Dutchess County, New York which will not have a significant adverse impact on the environment.

CA-057-17
AMS: kvh
G-1678
04/10/17
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

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 $ 0
and Source

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

Identify Line Items(s):

H0476.8020.3006.(TBD) - Easement-Conservation Duncandale Farm

Related Expenses: Amount $ 0
Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $0
Over Five Years: $0

Additional Comments/Explanation:
Issuance of a Negative Declaration, pursuant to SEQRA, regarding the partial funding from the Dutchess County Partnership for Manageable Growth (PMG) Grant Program for the purchase of a conservation easement on the approximately 158 acre Duncandale Farm in the Town of North East, in partnership with the New York State Department of Agriculture and Markets.

Prepared by: Eoin Wrafter Prepared On: 4/7/17

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: Purchase of Development Rights on Farmland (Duncandale Farm)		
Project Location (describe, and attach a general location map): Coleman Station Road, Town of North East, Dutchess County (Duncandale Farm) - Please see Location Map in Part C of application.		
Brief Description of Proposed Action (include purpose or need): Purchasing development rights/establishing a conservation easement to preserve 158.20 acres of working farmland in the Town of North East.		
Name of Applicant/Sponsor: Dutchess Land Conservancy	Telephone: 845-677-3002 E-Mail:	
Address: 4289 Route 82		
City/PO: Millbrook	State: NY	Zip Code: 12545
Project Contact (if not same as sponsor; give name and title/role): Karin Roux, Senior Land Projects Manager	Telephone: 845-677-3002 E-Mail: karinr@dutchessland.org	
Address: 4289 Route 82		
City/PO: Millbrook	State: NY	Zip Code: 12545
Property Owner (if not same as sponsor): Duncandale Farm, Inc (Donald Duncan)	Telephone: 518-789-3242 E-Mail: sharon.e.duncan48@gmail.com	
Address: 216 Indian Lake Road		
City/PO: Millerton	State: New York	Zip Code: 12546

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		
c. City Council, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	Dutchess County Legislature	Application due 10/30/2015
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	NYS Ag & Markets - Farmland Protection Implementation Grant	Application due 01/29/2016
h. Federal agencies ☐Yes☑No		

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):

Dutchess County Greenway Compact Community, Hudson River Valley National Heritage Area

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):

Town of North East Agricultural and Farmland Protection Plan

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?
A5A Agricultural and LC Land Conservation

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? Webutuck Central School District

b. What police or other public protection forces serve the project site?
Dutchess County Sheriff and New York State Police

c. Which fire protection and emergency medical services serve the project site?
Millerton Fire Department and NDP EMS

d. What parks serve the project site?
Harlem Valley Rail Trail

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)? Conservation Easement for Farmland Protection

b. a. Total acreage of the site of the proposed action? 158.20 acres
b. Total acreage to be physically disturbed? none acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 158.20 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: _____

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: _____ 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 _____
ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ 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? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
_____
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? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan: _____
_____
_____

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): _____
_____

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: _____

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: _____ 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: _____
- 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: _____
- Source(s) of supply for the district: _____

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?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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)?

_____

- 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: not applicable
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: not applicable
- 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:

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): _____

ii. If mix of uses, generally describe: _____

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	0.7	0.7	none
• Forested	49	49	none
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	none
• Agricultural (includes active orchards, field, greenhouse etc.)	104	104	none
• Surface water features (lakes, ponds, streams, rivers, etc.)	less than 1	less than 1	none
• Wetlands (freshwater or tidal)	0	0	none
• Non-vegetated (bare rock, earth or fill)	0	0	none
• Other Describe: _____			

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:

_____

_____

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): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

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

_____

_____

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): _____

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

_____

_____

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? unknown 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:

Steeper Stockbridge Silt Loam	56 %
Stockbridge Silt Loam	12 %
Stockbridge Silt Loam	12 %

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

e. Drainage status of project site soils:
☑ Well Drained: 97 % of site
☐ Moderately Well Drained: 0 % of site
☑ Poorly Drained 3 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 16 % of site
☑ 10-15%: 33 % of site
☑ 15% or greater: 51 % 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 825-117 Classification Class C(T)
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters Approximate Size 1 acre
- Wetland No. (if regulated by DEC) _____

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

m. Identify the predominant wildlife species that occupy or use the project site:
white tail deer turkey

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

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: #21

b. Are agricultural lands consisting of highly productive soils present? ☑Yes ☐No
i. If Yes: acreage(s) on project site? 64 Acres
ii. Source(s) of soil rating(s): USDA

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: Coleman Station Historic District, Dakin-Coleman Farm

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: Harlem Valley Rail Trail

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

iii. Distance between project and resource: 4 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 Dutchess Land Conservancy Date 8/5/2016

Signature Eventoagleinel Title Land Projects Manager

PRINT FORM

Agency Use Only [If applicable]

Project: Duncandale Farm purchase of dvpt. rights

Date: April 7, 2017

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: _____		☐	☐

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	☐	☐

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. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

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. (See Part 1. E.2) ☑ NO ☐ YES

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	☐	☐

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	☐	☐

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, Elb	☐	☐
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.	El 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: _____		☐	☐

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	☐	☐

d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", 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: _____		☐	☐

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 - f. 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	☐	☐

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 cccur	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: _____			

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, Elb	☐	☐
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: _____		☐	☐

PRINT FULL FORM

Agency Use Only [IfApplicable]

Project: Duncandale Farm purchase of dvpt. rights

Date: 04/07/2017

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.

The EAF prepared for this proposed action revealed that the proposed action will have no negative impact upon the environment.

The proposed action will result in permanent preservation of farmland, protecting it from development and associated environmental impacts.

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 _____ 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: Purchasing development rights/establishing a conservation easement for 158.20 acres of working farmland in the Town of North East	
Name of Lead Agency: County of Dutchess	
Name of Responsible Officer in Lead Agency: Eoin Wrafter	
Title of Responsible Officer: Commissioner Department of Planning and Development	
Signature of Responsible Officer in Lead Agency:	Date: 04/07/2016
Signature of Preparer (if different from Responsible Officer)	Date:

For Further Information:

Contact Person: Brad Barclay

Address: 27 High Street, Poughkeepsie, NY 12601

Telephone Number: 845-486-3600

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

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2017089 ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE DUNCANDALE FARM PROPERTY IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 0

Absent: 4 **Motion:** ____ Yes No

Vacant: 0 **Abstentions:** 0

2017089 ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE DUNCANDALE FARM PROPERTY IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: May 8, 2017

Environment

RESOLUTION NO. 2017090

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON DUNCANDALE FARM PROPERTY IN THE TOWN OF NORTH EAST, NEW YORK AND REALLOCATING FUNDS THEREFORE

Legislators FORMAN, BORCHERT, MICCIO, SAGLIANO, TRUITT, METZGER and PULVER offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed $133,200 in grant funds available through the Dutchess County Partnership for Manageable Growth Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 158 acres of Property, known as the Duncandale Farm (Tax Grid Number: 133889-7169-00-820523) located on Coleman Station Road in the Town of North East, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to $862,750, Dutchess County shall contribute up to $133,200, the Scenic Hudson Land Trust shall contribute up to $149,538 and the Dutchess Land Conservancy shall contribute up to $7,200, for a total contribution of up to $1,152,688, and

WHEREAS, a real estate appraisal completed by James S. Waterhouse, ARA, Farm Credit East Appraisal Service on January 30, 2017, which is on file with the Clerk to the Legislature, supports the purchase price to be paid by the County as it values the Easement at $7,004 per acre for a total of $1,108,000, and

WHEREAS, the Easement shall provide, among other things, that it shall be held by the Conservancy which shall assume primary responsibility to monitor and enforce said easement; that the County shall have third party enforcement rights and the right to share proportionately in the proceeds which would become available upon extinguishment of said easement, if ever, and

WHEREAS, the proposed Grant Agreement is subject to various contingencies including approval and acceptance of the Easement and related closing documents (e.g. survey, title report and insurance) by the County, and receipt by the County of an amount from New York State FPIG not to exceed $862,750, an amount from the Scenic Hudson Land Trust not to exceed $149,538 and an amount from the Dutchess Land Conservancy not to exceed $7,200, for a total contribution of up to $1,152,688, and

WHEREAS, Resolution 208206, a Bond Resolution, authorized the issuance of $1,600,000 serial bonds of the County for specific open space and farmland purposes, and Resolution 2014323, a subsequent Bond Resolution, authorized the issuance of $1,000,000 serial bonds of the County for specific open space and farmland protection purposes/projects, and

WHEREAS, as a result of reductions in the scope and cost of those specific projects referenced in Resolutions 208206 and 2014323, the funds are now available for reallocation to partially fund the purchase of an agricultural conservation easement on the Duncandale Farm which is a farmland protection project in accord with the objectives of said Bond Resolutions and the Partnership for Manageable Growth Grant Program, and now therefore be it

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

RESOLVED, that the County Executive is authorized to take such actions as are necessary and consistent with the requirements of the Dutchess County Partnership for Manageable Growth Grant Program to complete the acquisition contemplated herein including changes (?) to the documents as necessary, and be it further

RESOLVED, as a result of reductions in the scope and cost of specific projects referenced in Resolutions 208206 and 2014323, funds are now available in the Capital Projects Account H0476, and have been reallocated to partially fund the purchase of an agricultural conservation easement in the amount of $133,200, on the Duncandale Farm, and be it further

RESOLVED, to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the 2017 Adopted County Budget as follows:

APPROPRIATION		
Decrease		
H0476.8020.3006	Easement-Conservation	$133,200
REVENUE		
Increase		
H0476.8020.3006.7012	Duncandale Farm	$133,200

CA-061-17
EW/AMS/kvh
G-1678
04/10/17
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

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 $ 133,200

Total Current Year Revenue $ 0
and Source

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

Identify Line Items(s):

H0476.8020.3006.7012 Duncandale Farm

Related Expenses: Amount $ 0
Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $133,200
Over Five Years: $133,200

Additional Comments/Explanation:
Authorizing execution of a grant agreement to fund the purchase of a conservation easement on the approximately 158 acre Duncandale Farm in the Town of North East, in partnership with the Dutchess County Land Conservancy, the Scenic Hudson Land Trust and the New York State Department of Agriculture and Markets.

Prepared by: Eoin Wrafter Prepared On: 04/10/2017

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this day of , 2017, by and between **DUNCANDALE FARM INC.**, a New York corporation, with an address at 216 Indian Lake Road, North East, New York, 12546, (the "Owners"); the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"); and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 4289 Route 82, Millbrook, New York 12545 (the "Conservancy").

WITNESSETH:

WHEREAS, the Owners are the sole owner in fee simple of real property (the "Property") which consists of approximately 158.20 acres and desire to sell and convey to the Conservancy a conservation easement on the entire 158.20 acres of the Property, more fully described in "Exhibit A" attached hereto and incorporated by reference, located on Coleman Station Road in the Town of North East, Dutchess County, New York (Tax Grid Number 133889-7169-00-820523); and

WHEREAS, the Conservancy wishes to purchase such conservation easement provided that funds therefor are available through the New York State Department of Agriculture and Markets Farmland Protection Hudson Valley Agricultural Enhancement Program authorized by Contract C00104GG, and that needed matching funds are also available through the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program authorized by the County pursuant to Resolutions 2017060 and _____, as well as from the Scenic Hudson Land Trust, Inc, as well as from the Conservancy.

Now, therefore, the parties agree as follows:

1. **PURCHASE OF CONSERVATION EASEMENT**. The Owners agree to sell and convey to the Conservancy, and the Conservancy agrees to purchase from the Owners, a conservation easement (the "Conservation Easement") on the Property upon the terms and conditions hereinafter set forth. Among other terms under the Conservation Easement, the Conservancy shall hold the Conservation Easement and have enforcement rights pursuant to the terms of the Conservation Easement, and the County shall have third party enforcement rights pursuant to the terms of the Conservation Easement. The Conservancy and the County shall have the right to claim portions of the monetary value of the Conservation Easement in the event the Conservation Easement is extinguished pursuant to the terms of the Conservation Easement. The Conservation Easement shall be substantially in the form attached to this Agreement as "Exhibit B."

2. **PAYMENT**. The development rights for the Property, which consists of approximately 158.20 acres, are appraised at One Million, One Hundred Eight Thousand Dollars ($1,108,000), or (approximately) $7,004 per acre, payable in full at Closing in accordance with paragraph 3 below and subject to the contingencies set forth in paragraph "4".

The purchase price shall be raised from the following sources: NYS Contract No. C00104GG (an amount not to exceed $862,750); the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program (an amount not to exceed $133,200), the Scenic Hudson Land Trust (an amount not to exceed $149,673) and the funds and in-kind services of the Conservancy (an amount not to exceed $7,200). See Exhibit C "Financial Worksheet" for more detail.

The exact amount of total project costs, which are to be paid by Dutchess County, the Scenic Hudson Land Trust, and the Conservancy, include the purchase price, survey, closing and administrative costs, and are to be determined at the closing. The Owners shall be responsible for all of their own costs and fees in relation to this agreement, including the New York State Transfer Tax.

The Property to be subject to the conservation Easement is shown on a survey map completed by Lynden B. Chase, Licensed Land Surveyor, titled "Survey Map Showing Lands of Duncandale Farm, Inc. for Conveyance of Conservation Easement" dated August 18, 2016 and last revised December 15, 2016, attached hereto as "Exhibit D". The survey map will be filed with Office of the Dutchess County Clerk prior to closing. The survey shall be certified to the Owners, New York State Department of Agriculture and Markets, the County, the Scenic Hudson Land Trust, the Conservancy, and Stewart Title Insurance Company. Cost of the survey will be borne by the Scenic Hudson Land Trust.

3. **APPRAISAL**. The Real Property Appraisal Report prepared by Farm Credit East, dated June 5, 2015, values the Conservation Easement One Million, One Hundred Eight Thousand Dollars ($1,108,000), or (approximately) $7,004 per acre.

4. **CLOSING**. Closing shall take place at the offices of the Conservancy at 4289 Route 82, Millbrook, New York on or about June 15, 2017, or at such other time and place as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program, Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program, the Scenic Hudson Land Trust, and the Conservancy, as referenced above.

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

(a) Approval of the proposed Conservation Easement ("Exhibit B") by the Conservancy Board of Directors, which approval will be given prior to closing, and New York State Department of Agriculture and Markets, the Scenic Hudson Land Trust, and the County.

(b) Receipt by the Conservancy of the funds necessary to purchase the Conservation Easement and pay related closing and administrative costs, through a New York State Department of Agriculture and Markets Farmland Protection Implementation Grant for funds, NYS Contract No. C00104GG (an amount not to exceed $862,750); the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant

Program (an amount not to exceed $133,200), the Scenic Hudson Land Trust (an amount not to exceed $149,673), and the funds and in-kind services of the Conservancy (an amount not to exceed $7,200).

(c) Conveyance of title satisfactory to the New York State Department of Agriculture and Markets, the County, and the Conservancy, subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not, in the judgment of funding agencies, significantly impede the purposes of the Conservation Easement or significantly reduce its value.

(d) Any documentation, approvals or consents as may be required by the New York State Department of Agriculture and Markets, the County, or the Conservancy in order to comply with Program requirements.

(e) Conveyance, free of all mortgages and encumbrances of any nature whatsoever or, if any such mortgages or encumbrances exist, subordination of such mortgages or encumbrances to the Conservation Easement to the satisfaction of the New York State Department of Agriculture and Markets, the County, and the Conservancy.

6. **CANCELLATION**. If the contingencies set forth in Section 4 are not satisfied, the County or the Conservancy may cancel this Agreement on written notice to the Owners and no party will have any claim or cause of action against any other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by June 15, 2018, the Owners may cancel this Agreement upon written notice to the Conservancy at their address as shown herein, attention Rebecca E. C. Thornton, President, and no party shall have any claim or cause of action for damages against any other party arising out of this Agreement.

7. **OWNER'S REPRESENTATIONS**. The Owners represent that they have, and will have at the closing, the power to sell, transfer and convey the Conservation Easement to the Conservancy subject only to the terms of this agreement; that the Owners are not aware of any actions or proceedings which affect the Owners' title to the Property; that there are no uncured notices which have been served upon the Owners by any governmental agency, notifying the Owners of any violations of law, ordinance or regulation which would affect the Property, or actual impending mechanics liens against the Property; and that the Owners have not entered into, nor does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property or would affect its obligations hereunder.

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

Should any of the above representations or warrantees cease to be true at any time prior to the closing, the Owners shall immediately so advise the County and Conservancy in writing, except in so far as the Owners have advised the County and Conservancy to the contrary, each of

the above representations and warrantees shall be deemed to have been made as of the closing and shall survive the closing.

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

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

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

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro, County Executive

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

On this day of , 2017, before me, the undersigned, personally appeared **Marcus J. Molinaro**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

LANDOWNER

By: _____
Duncandale Farm Inc.
Sharon E. Duncan
President

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

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

On this day of , 2017, before me, the undersigned, personally appeared **Sharon E. Duncan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On this day of , 2017, before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of North East, Dutchess County, New York, more particularly described as follows:

Beginning at a point marked by an iron pin in the northerly line of Coleman Station Road the said point marking the southeasterly corner of the herein described parcel and the southwesterly corner of lands of John P. Tuke & Leslie S. Farhangi described in document 02-1999-8388 and continuing from thence westerly along the northerly line of Coleman Station Road the following 25 courses and distances: S 87° 07' 53" W 82.77 feet; S 76° 27' 40" W 78.39 feet; S 75° 15' W 51.23 feet; S 72° 14' W 93.02 feet; S 67° 13' W 160.71 feet; S 69° 10' W 214.27 feet; S 70° 22' 40" W 45.46 feet; S 73° 09' 40" W 86.30 feet; S 75° 24' 40" W 135.02 feet; on a curve to the left of radius 425.00 feet an arc length of 144.52 feet having a chord of S 65° 40' 10" W 143.83 feet; S 55° 55' 40" W 138.65 feet; S 59° 00' 40" W 58.65 feet on a curve to the right of radius 325.00 feet an arc length of 127.53 feet having a chord of S 70° 15' 10" W 126.72 feet; S 81° 29' 40" W 117.18 feet; S 82° 33' 40" W 208.01 feet; S 77° 48' 40" W 79.00 feet; S 76° 50' 40" W 101.25 feet; S 79° 31' 40" W 374.32 feet; S 82° 58' 40" W 65.87 feet; S 88° 59' 40" W 103.09 feet; N 88° 04' 20" W 91.72 feet; on a curve to the right of radius 325.00 feet an arc length of 193.90 feet having a chord of N 70° 58' 50" W 191.04 feet; N 53° 53' 20" W 248.27 feet; N 53° 26' 07" W 102.57 feet to a concrete highway monument and N 40° 03' 38" W 224.96 feet to a point marked by a concrete highway monument the said point marking the southwesterly corner of the herein described parcel thence northerly along lands of New York State Department of Transportion (Millerton Sub-Residency) on the west and being the westerly road line of former Old State NYS Highway #534 aka NYS Route 22 the following 15 courses and distances: N 8° 59' W 55.00 feet; N 9° 56' E 18.12 feet; N 26° 28' E 55.74 feet; N 33° 55' 42" E 21.00 feet; N 33° 56' 11" E 15.00 feet; N 25° 39' 35" W 10.77 feet; N 1° 22' 06" W 23.02 feet; N 6° 38' 57" E 15.03 feet; N 19° 07' 35" W 6.32 feet; N 8° 49' 22" E 181.50 feet; N 3° 14' 10" W 315.31 feet; N 1° 15' 52" W 200.01 feet; N 4° 07' 30" W 100.18 feet; N 6° 34' 08" W 68.36 feet and N 10° 50' 38" W 147.70 feet to a point marked by an iron pin found marking the most westerly corner of the herein described parcel thence easterly and northerly partly along the remains of a wire fence and partly along a stone wall and lands of Northern Properties LLC described in document 02-2015-710 on the north and west the following 9 courses and distances: S 84° 09' E 102.86 feet; S 82° 55' E 308.07 feet; S 87° 17' E 408.87 feet to an iron pipe; N 3° 18' 25" E 641.81 feet; N 2° 42' E 567.67 feet; S 82° 06' E 462.42 feet; S 83° 23' E 279.08 feet; S 83° 07' E 182.92 to an iron pipe in a stone wall corner and N 17° 23' 35" E 201.45 feet to a point marked by an iron pipe in a stone wall corner the said point marking the most northerly corner of the herein described parcel thence easterly partly along a stone wall and partly along the remains of a wire fence and lands of Sugar Maple Farm, LLC on the north the following 5 courses and distances: S 72° 17' E 185.00 feet; S 72° 49' E 726.00 feet; S 73° 23' E 240.00 feet; S 72° 52' E 186.00 feet and S 72° 19' E 285.10 feet to a point marked by an iron pipe in a stone wall corner marking the northeasterly corner of the herein described parcel thence southerly along a stone wall and continuing along lands of Sugar Maple Farm, LLC on the east the following 4 courses and distances: S 9° 29' W 140.00 feet; S 7° 25' W 256.00 feet; S 15° 20' W 206.00 feet and S 11° 42' 40" W 207.16 feet to an iron pin found marking the northwest corner

of lands of Tuke & Farhangi thence continuing southerly partly along a line of no physical bounds and partly along a line of no physical bounds and partly along the remains of a wire fence and lands of Tuke & Farhangi on the east the following 6 courses and distances: S 10° 26' 20" W 194.05 feet to an iron pin; S 10° 26' 20" W 554.10 feet; S 5° 42' 50" W 144.00 feet; S 15° 48' 50" W 16.20 feet; S 31° 52' 50" W 33.30 feet and S 45° 49' 50" W 37.90 feet to the point or place of beginning
Containing 158.20 acres

Together with a right of way reserved in document 12-1999-8381 over the old farm road for agricultural and personal purposes (walking) over lands now of John P. Tuke & Leslie S. Farhangi.

Farmstead Area "A"

Beginning at a point marked by an iron pin in the northerly line of Coleman Station Road the said point marking the southeasterly corner of the herein described parcel and the southwesterly corner of lands of John P. Tuke & Leslie S. Farhangi described in document 02-1999-8388 and continuing from thence westerly along the northerly line of Colman Station Road the following 9 courses and distances:
S 87° 07' 53" W 82.77 feet; S 76° 27' 40" W 78.39 feet; S 75° 15' W 51.23 feet; S 72° 14' W 93.02 feet; S 67° 13' W 160.71 feet; S 69° 10' W 214.27 feet; S 70° 22' 40" W 45.46 feet; S 73° 09' 40" W 86.30 feet and S 75° 24' 40" W 50.10 feet to a point marked by an iron pin marking the southwest corner of the herein described parcel thence northerly and easterly along a line of no physical bounds and through the lands of Duncandale Farm, Inc. the following 5 courses and distances: N 13° 22' W 348.60 feet to an iron pin; N 79° 46' E 640.07 feet to an iron pin; N 77° 55 E 136.30 feet to an iron pin; N 5° 33' 30" E 460.84 feet to an iron pin and N 73° 57' E 266.43 feet to a point marked by an iron pin the said point marking the northeast corner of the herein described parcel thence southerly partly along a line of no physical bounds and partly along the remains of a wire fence and lands of Tuke & Farhangi on the east the following 5 courses and distances: S 10° 26' 20" W 554.10 feet; S 5° 42' 50" W 144.00 feet; S 15° 48' 50" W 16.20 feet; S 31° 52' 50" W 33.30 feet and S 45° 49' 50" W 37.90 feet to the point or place of beginning.
Containing 8.51 acre

Farmstead "B"

Beginning at a point marked by an iron pin in the northerly line of Coleman Station Road the said point marking the southeast corner of the herein described parcel and being located the following 4 courses and distances from the southwest corner of the herein above described Farmstead Area "A"
S 75° 24' 40" W 84.92 feet; on a curve to the left of radius 425.00 feet an arc length of 144.52 feet having a chord of S 65° 40' 10" W 143.83 feet; S 55° 55' 40" W 138.65 feet and S 59° 00' 40" W 58.65 feet to the point of beginning and continuing from thence westerly along the northerly line of Coleman Station Road the following 5 courses and distances: on a curve to the right of radius 325.00 feet an arc length of 127.53 feet and having a chord of S 70° 15' 10' W 126.72 feet; S 81° 29' 40" W 117.18 feet; S 82° 33' 40" W 208.01 feet; S 77° 48' 40" W 79.00 feet and S 76° 50' 40" W 101.25 feet to a point marked by an iron pin the said point marking the southwest corner of the herein described parcel thence northerly, easterly and southerly along a line of no physical bounds and through the lands of Duncandale Farm, Inc. the following 3

courses and distances: N 8° 23' W 152.13 feet to an iron pin marking the northwest corner of herein described parcel; N 84° 14' E 572.55 feet to an iron pin marking the northeasterly corner of the herein described parcel and S 40° 39' E 107.07 feet to the point or place of beginning. Containing 1.76 acres

EXHIBIT "B"
CONSERVATION EASEMENT

CONSERVATION EASEMENT

Between

DUNCANDALE FARM INC.

as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.,

as Grantee

Version 2

February 10, 2017

Preliminary Approval from NYS Dept of Agriculture and Markets granted February 1, 2017
Version 2 updates Recital G for 2016 NYS Open Space Plan; updates partner contributions, purchase price and Proceeds; and contains edits to the following Sections: 4(d), 4(u), 5, 7, 7(a), 7(c), 10(d), 10(h), 13, 18, and 44.

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this _____ day of _____ 2017, by **DUNCANDALE FARM INC.** (the "Grantor"), a New York corporation having a mailing address at 216 Indian Lake Road, Millerton, New York, 12546 and **DUTCHESS LAND CONSERVANCY, INC.**, (the "Grantee") a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545.

WHEREAS:

A. Grantor is the sole owner of certain real property (the "Property") consisting of approximately 158.22 acres, in one (1) tax map parcel located on Coleman Station Road and New York State Route 22 in the Town of North East, Dutchess County, New York, more fully described in the legal survey description of the property ("Exhibit A") and shown on the Easement Map ("Exhibit B"), both attached hereto as Exhibit B, and shown on a survey map ("Exhibit C") titled "Survey Map Showing Lands of Duncandale Farm, Inc. for Conveyance of a Conservation Easement", prepared by Lynden B. Chase, Licensed Land Surveyor, datedAugust 18, 2016 and last revised on December 15, 2016, and filed in the Dutchess County Clerk's Office on _____as Filed Map No._____.

B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).

C. The Property meets the criteria for acceptance of easements of the Grantee and is in close proximity to, and shares a common boundary with, private land which is already permanently protected by the Grantee.

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

E. Section 49-0301 of the NYS ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation,

development and improvement of agricultural and forest lands, ..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state;"

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

G. The Property is actively farmed and located in the Hudson Valley, specifically within the Taconic Mountains/Harlem Valley region. The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS OS Plan") identifies farmland in the Hudson Valley as a "vital component of the New York City/Hudson Valley "Foodshed"" due to its potential to provide fresh local foods and "bolster food security of the New York City metropolitan region and the Hudson Valley". The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in a 2013 report generated by Scenic Hudson, Inc. titled *Securing Fresh, Local Food for New York City and the Hudson Valley: A Foodshed Conservation Plan for the Region* and the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Property is included in the priority areas identified in both documents.

The NYS OS Plan also lists the Taconic Ridge/Harlem Valley as a high priority due to the region's high biodiversity, scenic views, thousands of acres of intact forest land, steeply sloping hillsides, and working farm landscapes. Specific target areas include viewshed protection for the Route 22 corridor and the Harlem Valley Rail Trail. The Property is highly visible from New York State Route 22 and the Harlem Valley Rail Trail. The NYS OS Plan states, "...acquisition of properties in the Taconic Ridge/Harlem Valley abd Route 22 corridor will protect important open space, scenic viewsheds, working farm landscapes, and watersheds and water quality, and preserve critical wildlife habitat for several threatened and endangered species."

H. The *Comprehensive Wildlife Conservation Strategy Plan* ("the CWCS Plan") prepared by New York State Department of Environmental Conservation identifies the area in which the Property is located as the Upper Hudson Basin, an ecologically vital area with high plant and wildlife diversity across a landscape that includes grasslands and agricultural habitats. The CWCS Plan identifies grasslands as critical habitats for New York State's Species of Greatest Conservation Need (SGCN). The Property contains upland meadow grassland habitat associated with agricultural areas. Grassland habitat is described in the CWCS Plan as being both natural and

human created areas that support grassland species of conservation concern. Work done by the NYS DEC and New York Natural Heritage Program (NYNHP) for the Grassland Reserve Program (USDA Farm Bill) indicates that there are significant grassland habitats and associated plant and animal communities (e.g., butterflies, birds) throughout the Hudson River corridor. Furthermore, areas with significant amounts of agriculture in the Hudson Valley (Dutchess County) can provide habitat for grassland-dependent species. The CWCS Plan also identifies the top prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.

I. The Property is located in an area identified as the Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the "Conservation Framework") produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland through the use of conservation easements, as means to protect the biodiversity of the Hudson River Estuary Area.

The Property is also located in an area of significant biodiversity identified by the Conservation Framework as the Harlem Valley Calcareous Wetlands, an area of valleys and ridges in the Taconic Highlands of Columbia County and Dutchess County. The high quality and diverse habitats provided by the wetland communities and adjacent upland ridge and ledge habitat support rare reptiles, waterfowl, and raptors, as well as rare plant habitats and communities, as described in the Conservation Framework.

J. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners "Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts."And also recommends identifying "opportunities to create and/or build upon existing core areas of preserved farmland in each of the County's farming communities." The Plan also emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in "a loss of farm production, open space, and loss of agricultural jobs…" The Property is located within an Agricultural Priority Area in the Plan, the priority areas containing farmland identified as being important for preservation.

K. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and

the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

L. The Property is located within Dutchess County's Agricultural District #21, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the "AML"). Section 300 states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance;"

M. The Property is located within the Western New England Marble Valley EcoRegion as described in *Chapter 6, Biological Resources and Biodiversity of Dutchess County*, written by Mary Ann Cunningham, Neil Curri, and Robert Wills for the *Natural Resource Inventory of Dutchess County* (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental

Research Institute.

The Western New England Marble Valleys Ecological Region is characterized by steep-sided valleys with floodplains, terraces and rolling to hilly terrain. Streams have low to moderate gradients with bedrock, boulder, cobble and sandy substrates and springs, seeps and wetlands are common with few lakes and reservoirs. Woodland habitats consist of northern hardwoods (maple-beech-birch) and species-rich transition hardwoods (maple-beech-birch, Appalachian oak-hickory forest) Hardwood species include sugar maple, white ash, basswood, bitternut hickory, hophornbeam and alternate leaved dogwood. Calcareous rock outcrops contain eastern red cedar, purple clematis and roundleaf shadbush.

Priority habitats identified in the Western New England Marble Valleys EcoRegion include contiguous forest, grassland, and streams; all habitats that exist on the Property. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

N. The Property is located within the Town of North East, which adopted the Town of North East Agricultural and Farmland Protection Plan (the "Farmland Plan") in May of 2010. The Farmland Plan recognizes the strong role of agriculture in the history of the Town of North East. The Farmland Plan includes as a primary goal, "Protect farmland to ensure a future for productive agriculture and to maintain the character of the community". A significant portion of the Property is engaged in active agricultural production and the Farmland Plan encourages the use of conservation easements as a means of protecting agricultural lands.

O. The Town of North East – Village of Millerton Comprehensive Plan (the "Comprehensive Plan"), completed in 1994 and adopted by the Town of North East, describes goals and objectives for the community including maintaining the rural character and scenic resources of the community (Goal #1), protecting the natural environment (Goal #3), and encouraging limited growth to keep the economy healthy (Goal #5). The Comprehensive Plan recommends that the Town's scenic and/or sensitive natural features be preserved (Nat. Res., Sec. 1). The Comprehensive Plan includes the recommendation that the Town should work with developers, landowners and regional groups to shape development by taking advantage of land use techniques such as clustering and conservation easements.

P. The Property consists primarily of productive agricultural land. The Property contains approximately 28 acres of prime soils, and approximately 31 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

Q. The entire Property overlies a "Zone I" Aquifer Recharge Area, an area of permeable deposits directly overlying the aquifer through which water can move downward with little or no natural filtration because the water is moving too quickly, as defined by the *Dutchess County Water Supply Protection Program Report* prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.

R. The Property is in the watershed of the Ten Mile River which is in an area of direct drainage to the Housatonic River. The Ten Mile River drainage basin is 54 square miles and is contained within Dutchess County, Litchfield County in Connecticut to the east, and partly in Columbia County to the north. The portion of the Housatonic River Watershed in Dutchess County drains the Taconic and Berkshire Mountains and eventually empties into Long Island Sound.

S. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property contains approximately 500 feet of frontage on an unnamed Class C stream (Conn-15-12-12), tributary of the Webatuck Creek, and has been classified by the New York State Department of Environmental Conservation according to its best use for fishing and fish propoagation. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the stream clean for the future.

T. Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified upland meadow, upland hardwood forest, calcareous wet meadow, upland conifer forest, wet meadow, and hardwood shrub swamp habitats on the Property, as referenced in *Significant Habitats in the Town of North East*, Dutchess County, New York, by Claudia Knab-Vispo, Kristen Bell, and Gretchen Stevens, Hudsonia Ltd., February 2008. Calcareous wet meadow is a specific type of wet meadow habitat (see above) that is strongly influenced by calcareous (calcium-rich) groundwater or soils. These conditions favor the establishment of a diverse native plant community that is likely to support species-rich invertebrate communities which lead to high biodiversity. In addition, the extensive upland meadow serves as a breeding ground for grassland birds.

U. The Property contains approximately 50 acres of woodlands that are part of a relatively unbroken tract of forest lands that extend for hundreds of acres and represents valuable habitat as a contiguous forest.

V. The Property is located within Coleman Station Historical District, a district established in 1993 and registered with the National Register of Historic Places for its significance in Exploration/Settlement, Industry, Agriculture, and Architecture. The basis of this historic district is related to nine farms established by emigrants from New England in the late 18th century. The area remains largely farmland and includes several large farms in the southeastern part of Town of North East, within a small valley along the Webutuck Creek. The historic district is significant due to the architectural integrity of its 18th and 19th century buildings that remain intact, and also because these buildings reflect different phases of agricultural development in the area. The district is almost three square miles in size and is the second largest historic district in Dutchess County.

W. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a grant of $898,350 toward the total project costs of acquiring a

perpetual conservation easement on the Property pursuant to grant contract number C00104GG pursuant to Article 25-AAA of the Agriculture and Markets Law, and as a condition to the Department of Agriculture and Markets participation, the Department of Agriculture and Markets is granted a role as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions as provided in Section 20 below, and a right to be notified of the re-use of proceeds resulting from an extinguishment of this Conservation Easement as provided in Section 31 below.

X. Dutchess County is a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York (the "County"), The County has authorized a grant through the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program to partially fund the purchase of this Conservation Easement. The grant is in the amount of One Hundred Thirty-Three Thousand, Two Hundred Dollars ($133,200) and as a condition to the County's participation, the County is granted a third- party enforcement right in this Conservation Easement and a right to claim a portion of the proceeds resulting from an extinguishment of this Conservation Easement as provided in Section 31 below.

Y. The Scenic Hudson Land Trust, Inc. is a New York not-for-profit conservation organization with an address at One Civic Center Plaza, Suite 200, Poughkeepsie, New York, 12601 ("Scenic Hudson"). Scenic Hudson has contributed to partially fund the purchase of this Conservation Easement in the amount of One Hundred Thirty-Three Thousand, Two Hundred Dollars ($133,200). As a condition to its participation, Scenic Hudson is granted a right to assignment of this Conservation Easement pursuant to Section 27 below as well as the right to claim a portion of the proceeds resulting from an extinguishment of this Conservation Easement as provided in Section 31 below.

Z. This conveyance does not constitute all or substantially all of the corporation's assets and is made in the usual course of business of the corporation and was consented to in writing by all of the holders of the outstanding shares of said corporation and all of the shareholders of said corporation.

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

NOW, THEREFORE, in consideration of the foregoing, One Million, One Hundred Eight Thousand Dollars ($1,108,000) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Conservation Easement.

Grantor hereby grants and conveys to Grantee a perpetual conservation easement (the "Easement"), an immediately vested interest in real property defined by Article 49 of Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which Easement shall run with and bind the Property in perpetuity. Grantor will neither perform, nor knowingly allow others to

perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. **Purpose.**
The Primary Purpose of this Easement is to conserve Viable Agricultural Land by preventing the conversion of the Property to non-farm uses, except for those allowed herein. In achieving such prevention the Property shall be forever reserved for continued Agricultural Use. All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the Primary Purpose of this Easement.

The Secondary Purpose of this Easement includes: conserving the scenic, open, wooded, and natural character of the Property and protecting the quality of its steep slopes, woodlands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Property. The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the conservation purposes of this Easement.

3. **Implementation.**
This Easement shall be implemented by limiting and restricting the non-agricultural development and non-farm use of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. This Easement and the administration of its provisions shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

4. **Definitions.**

4(a). **Accessory Apartment:** a dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or accessory to, and located on the same lot as, a Principal Residence.

4(b). **Accessory Residence**: a Residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.

4(c). **Accessory Structure:**a Structure that is incidental and subordinate to the the Principal Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to, a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.

4(d). **Agricultural Structure or Improvement:** a Structure or Improvement built for the

purpose of, or utilized for, Agricultural Uses. An Agricultural Structure or Improvement may include, but is not limited to, a customary barn, shed, greenhouse, animal shelter and/or equestrian facility. An Agricultural Structure may contain facilities or uses directly related to Agricultural Use, such as a farm office and bathroom facility, but may not be used for human habitation except as specifically permitted by this conservation easement.

4(e). **Agricultural Use:** those activities necessary to:

(i.) produce "Crops, Livestock and Livestock Products"; or

(ii.) use the Property as a "Farm Operation" to the extent permitted by this Easement; or

(iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or

(iv.) manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is described in a Conservation Plan.

4(f). **Commercial Uses:** Any use or activity undertaken for for-profit business purposes, including but not limited to the Agricultural and Forestry Uses permitted herein. Membership Clubs and activities in which obtaining a financial benefit is incidental to the purpose of the activity, such as hobbies, shall not be considered Commercial Uses.

4(g). **Conservation Plan:** an Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.

4(h). **Crops, Livestock and Livestock Products:** as defined in Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(i). **Farm Labor Housing:** dwellings or structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm owner and/or operator, the worker is an essential employee of the farm owner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the Farm Operation. A structure used as the primary residence of a farm owner and/or operator is not "Farm Labor Housing".

4(j). **Farm Operation:** as defined in Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(k). **Footprint Area**: the area of a Structure or Improvement at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by impervious surfaces.

4(l). **Forestry Uses:** gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other useful products or for water quality, wildlife habitat and other conservation purposes. *See Section 14.*

4(m). **Grantor:** the original Grantor and its heirs, successors and assigns.

4(n). **Grantee:** the original Grantee and its successors and assigns.

4(o). **Height:** the measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

4(p). **Impervious Surfaces:** Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.

4(q). **Improvement:** anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines.

4(r). **Industrial Uses:** Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Customary Home Occupations as permitted by this Easement.

4(s). **Institutional Uses:** uses that provide services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers,

religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.

4(t). **Membership Club**: a facility catering exclusively to members and their guests, which may be conducted outdoors and/or within permitted Structures for social and recreational purposes.

4(u). **Owner:** any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Property.

4(v). **Principal Residence:** the primary or main Residential Dwelling on the Property, typically occupied by the Owner or farm operator and family when the Owner is in residence on the Property.

4(w). **Recreational Uses:** personal or commercial activities conducted for the enjoyment of the participants including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. For purposes of this definition, Recreational Uses shall not include golf courses and ranges.

4(x). **Renewable Energy Facilities**: Structures or Improvements for the generation of energy from renewable resources, including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol. *See Section 10(h).*

4(y). **Residential Dwelling:** dwellings or Structures used for residential purposes, together with accessory Improvements, including but not limited to single-family and multi-family dwellings, Accessory Residences, apartments, "in-law" apartments or houses, tenant/guest apartments or houses and Farm Labor Housing, whether or not the structure(s) are used as the primary residence of a farm owner and/or operator.

4(z). Rural Enterprises: commercial activities conducted on the Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist's studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and beauty salon.

4(aa). **Structure:** any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Structure, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool.

4(bb). The following **"Use Areas"** are defined for the Easement and depicted on Exhibit B attached hereto:

Farmstead Area: an area that centers on existing farm structures or future planned structures, including Residential Dwellings.

Farm Area: the remaining area of the Property. The Farm Area contains those resources most worthy of protection, including but not limited to, prime and statewide important farmland soils, streams and wetlands, woodlands, habitat, scenic views and steep slopes. The protection of these areas is most important in promoting the conservation purposes of this Easement.

4(cc). Viable Agricultural Land: land highly suitable for a Farm Operation.

5. **Restrictions Applicable to the Property**. By this Conservation Easement, the Grantor agrees to restrictions that apply to the Property as set forth in this Easement. The Grantor may take certain actions relating to the Property as permitted by this Easement, and may take certain actions only after giving the Grantee prior notice and/or obtaining the Grantee's prior consent, as set forth herein. No Structures or Improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Conservation Easement may be expanded or replaced consistent with the restrictions set forth in this Conservation Easement and may be reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement, and does not build a new Structure or Improvement in the same location, the Grantor shall restore the site to a relatively natural condition with suitable landscaping and re-vegetation and grading that matches the natural contours of the land, unless the Grantee otherwise consents.

6. **Use of Property**. Except as provided specifically herein, the Property shall be used solely for residential, Agricultural, Recreational, and Forestry Uses. Commercial Uses of the Property shall be limited to commercial Agricultural Use, commercial Forestry Use, and Rural Enterprises that are consistent with the purposes of this Conservation Easement. No Industrial Use of the Property is permitted and no Institutional Use of the Property is permitted, except with the prior consent of the Grantee.

7. **Reserved Rights Retained by Grantor.**
Grantor reserves all customary rights and privileges of ownership, subject to the terms of this Conservation Easement, including the right of exclusive use, possession and enjoyment of the Property, the rights to sell, lease, mortgage, and devise the Property. In addition, Grantor reserves other rights compatible with the Purpose set forth in Section 2 ("Purpose") that are not specifically prohibited or limited by this Easement and which do not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take

any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and occurring without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

7(a). Right to Use Property for Agricultural Uses.

Grantor has the right to engage in Agricultural Use of the Property and to use the Property as a Farm Operation provided that any processing, marketing or retailing of any Crops, Livestock and Livestock Products and that any similar activities involving any processed product associated with crops or livestock are not permitted on the Farm Area. As used in this Section 7(a), "processing" shall not include activities involving non-industrial processes such as (i) boiling maple sap or (ii) grinding and mixing of any materials that result in feed for the livestock kept on the Property or on other properties owned or operated by the Grantor, provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. Said farming practices shall be carried out consistent with the Conservation Plan and in accordance with sound agricultural practices, which are practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way. Storage of petroleum products and chemicals and unused machinery kept for replacement parts shall be permitted, provided that said materials are integral to the Farm Operation.

7(b). Right to Use Property for Rural Enterprises.

Grantor has the right to operate otherwise lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, such Rural Enterprises must be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

7(c). Right to Use Property for Recreational Uses.

Grantor retains the right to use the Property for Recreational Uses, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, Recreational Uses must be de minimis, compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

8. Conservation Plan.

Grantor and Grantee recognize that changes in economic and environmental conditions, in agricultural technologies, in accepted farm management practices and in the Farm Operations of Grantor may result in changes in the Agricultural Uses of the Property. It is the intention of this Easement to maintain Grantor's discretion to employ its choices of farm uses and management practices so long as those uses and practices are conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with a Conservation Plan prepared by a qualified conservation professional or by the local Soil and Water Conservation

District in cooperation with the Grantor. Further, all farm uses and farming practices identified in the Conservation Plan shall be consistent with the Purpose of this Easement and shall be only those not specifically prohibited by this Easement. The Conservation Plan shall identify and address potential adverse environmental impacts of agricultural activities, as well as enhance the agricultural productivity and economic viability of the Property. The Conservation Plan shall be updated periodically and whenever the Farm Operation changes substantially. Upon request, Grantor shall provide a copy of the most current Conservation Plan to Grantee.

9. Access.

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

10. Construction of Buildings and Other Improvements.

The Property consists of two (2) Use Areas as further described in the Baseline Documentation Report (referenced in Section 22 herein) and identified on the Easement Map attached hereto as Exhibit B: 1) the Farmstead Area, and 2) the Farm Area. Grantor may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvement to the Property within the Farmstead Area and other Use Areas only as provided in this Easement and set forth below.

10(a). Impervious Surfaces.

It is the intention of this Easement to limit the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may be constructed or placed on a maximum of five percent (5%) of the Farm Area and without limitation within the designated Farmstead Area.

10(b). Fences.

Customary fences such as wire, board, or post and rail, and other fencing may be erected, repaired and replaced anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, safety and general management and to prevent trespassing on the Property. Fencing unrelated to Agricultural Use of the Property may not impair the views of the Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 18.

10(c). Agricultural Structures and Improvements.

Agricultural Structures and Improvements may be placed or constructed on the Property in accordance with the provisions of this Section 10(c) and may be repaired, removed, enlarged and replaced at their respective locations, subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Area: Without permission of Grantee, agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within the designated Farmstead Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Agricultural Structures and Improvements on up to two percent (2%) of the Farm Area without permission of Grantee. However, no land, building, Structure or Improvements on the Farm Area shall be used for the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no other activities involving processing crops or livestock shall be permitted on the Farm Area. As used in this Section 10(c), "processing" shall not include non-industrial activities with minimal impact such as (i) boiling maple sap or (ii) grinding and mixing of any materials that result in feed for the livestock kept on the Property or on other properties owned or operated by the Grantor, provided that any such "processing" shall be conducted on a de minimus portion of the Farm Area. With permission of Grantee, subject to review and a determination that Structures and Improvements cannot reasonably be placed within the Farmstead Area, Grantor may place or construct agricultural Structures and Improvements related to the Farm Operation that would cover up to an additional three percent (3%) of the Farm Area with Impervious Surfaces. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage and any impacts to prime soils and soils of statewide importance.

10(d). Residential Dwellings.

Residential Dwellings may be placed or constructed on the Property in accordance with the provisions of this Section 10(d). Each such Residential Dwelling may be repaired, removed, enlarged and replaced at its respective location.

Farmstead Area:

Without permission of Grantee, Residential Dwellings, together with Accessory Structures and Improvements, are permitted within the designated Farmstead Area, subject to any applicable local, state or federal laws and regulations as follows:

Principal Residence. No more than one (1) single family Principal Residence shall be permitted on the Property. As of the date of this Easement one (1) such Principal Residence exists on the Property with an approximate Footprint Area of 3,000 square feet. No additional Principal Residence may be constructed unless the existing Principal Residence is removed or converted to another permitted use under this easement. No new, existing or replacement Principal Residence shall be built or expanded with a Footprint Area greater than 4,000 square feet.

Accessory Residence. No more than two (2) detached Accessory Residences shall be permitted on the Property. As of the date of this Easement, one such Accessory Residence exists on the Property with an approximate Footprint Area of 1,200 square feet. One (1) additional Accessory Residence may be built, and at no time shall there be more than two (2) Accessory Residences on the Property. No new, existing or replacement detached Accessory Residence shall exceed a Footprint Area of 3,000 square feet. No Accessory Residence may be sold separately from the Principal Residence.

Accessory Apartments. Accessory Apartments may be located within any

permitted Structure, and if located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in this Section 10. As of the date of this Easement, no such Accessory Apartment exists on the Property. No Accessory Apartment may be sold separately from the Principal Residence.

Farm Labor Housing. Farm Labor Housing as defined in Section 4, is permitted as detached Residential Dwellings and Accessory Apartments, subject to limitations as described in this Section 10(d) hereof. As of the date of this Easement, no such Farm Labor Housing exists on the Property. No Farm Labor Housing unit may be sold separately from the Principal Residence.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), and with permission of the Grantee pursuant to Section 18(a), Grantor may place or construct Residential Dwellings to be used exclusively for Farm Labor Housing on up to one-quarter of one percent (0.25%) of the Farm Area, if proven necessary to conduct Farm Operations. Such Farm Labor Housing may be placed on footings or slabs but shall not include excavated foundations. No new, existing or replacement detached Farm Labor Housing Unit shall be built or expanded to exceed a Footprint Area of 2,500 square feet. The land on which these dwellings, structures and improvements stand shall not be subdivided, except as permitted in Section 13 ("Subdivision"). Residential Dwellings shall be compatible with the Purpose of this Easement and shall not interfere with the Agricultural Use of the Property.

10(e). Rural Enterprises.

Rural Enterprises may only be established and carried out within the designated Farmstead Area. In all cases, such uses and any necessary structures or improvements, shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. Enterprises that market non-agricultural petroleum or chemical products shall be prohibited. Rural Enterprises shall not include any use that involves the handling of hazardous substances, such as a junk yard or gas station, unless such use is an integral part of the Farm Operation. The land on which Structures and Improvements for Rural Enterprises is located shall not be subdivided, except as permitted in Section 13 ("Subdivision").

10(f). Structures and Improvements associated with Recreational Uses.

Structures and improvements associated with Recreational Uses are permitted on the Property in accordance with the provisions of this Section 10(f), and subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), so long as such Structures and Improvements are compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property. No Structures or Improvements associated with Recreational Uses shall impair in any way the Agricultural Use of the Farm Area. Structures and Improvements may be repaired, removed, enlarged and replaced subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Area: Without permission of Grantee, Structures and Improvements associated with Recreational Uses are permitted within a designated Farmstead Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), with permission of Grantee pursuant to Section 18(a), Grantor may enlarge existing or construct or place new permanent Structures and Improvements associated with Recreational Uses in the Farm Area up to an aggregate of one thousand (1,000) square feet in Footprint Area All Structures and Improvements associated with Recreational Uses shall be located in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(g). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Purpose of this Easement, subordinate to the Agricultural Use of the Property and located in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(h). Renewable Energy Structures and Improvements.

With permission from the Grantee pursuant to Section 18(a), Renewable Energy Facilities for non-Commercial Use principally on the Property, may be built in the Farmstead Areas. Such Structures shall be permitted in the Farm Area only if the activity is limited and localized in impact affecting no more than two percent (2%) of the Farm Area at one time. Such facilities shall be subordinate to the Agricultural and residential use of the Property and Grantee's approval shall be granted only if Grantor demonstrates to Grantee that such Structures or Improvements: (i) cannot reasonably be located within a Farmstead Area or are better located in the Farm Area (for example, if such area offers a more efficient location for solar panels); (ii) avoid being located on soils of prime or statewide importance and will not fragment viable agricultural lands; and (iii) will not diminish the Purposes of this Conservation Easement. Grantor and its assigns, agents, and lessees shall comply with any applicable New York State Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. Grantor shall provide to Grantee the design, location, size, Height and output of any such facilities and such Structures shall conform with federal, state and local laws. Excess energy generated beyond what is required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws.

11. Maintenance and Improvement of Water Sources.

Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the Conservation Plan is in

accordance with sound agricultural practices (as described in Section 7(a)), is compatible with the Purpose of this Easement, and is carried out in accordance with applicable local, state and federal laws and regulations. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 18.

12. Water Rights.

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

13. Subdivision.

The Property is currently comprised of one (1) tax map parcel owned by Grantor.

There shall be no subdivision of the Property into further parcels or lots for the purpose of conveyance into separate ownership. Lot line adjustments which do not create additional building lots may be permitted with the prior consent of the Grantee pursuant to Section 18 ("Permission of the Grantee"), and provided the portion of the Property being conveyed will be used for Agricultural Uses and not to create an additional building lot. For all lot line adjustments the deed(s) of conveyance of any such parcels shall contain a metes and bounds description of the parcel(s) prepared by a licensed professional land surveyor at Grantor's sole cost, which description shall be provided to the Grantee prior to the conveyance of the parcel(s). Any such portion to be conveyed shall remain subject to the terms of this Conservation Easement. No such lot line adjustment shall affect the use of the Property permitted by this Conservation Easement or the calculation of the number, square footage or character of Structures permitted by this Conservation Easement. Land that has been restricted by this Conservation Easement shall not be included in the calculation of the lot size or density of any other parcel if such calculation would increase the permissible lot yield or density of such parcel. Property dividing lines shall be located to avoid fragmentation of prime and important agricultural soils, unless the Grantee otherwise provides permission pursuant to Section 18.

14. Clearing of Trees and Vegetation.

All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources and there shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

14(a) Permitted Removal of Trees. Trees may be removed which endanger public safety, are diseased, damaged or fallen, need to be cleared to ensure the health of other trees, or in connection with the construction of permitted Structures and Improvements subject to the restrictions set forth in this Section 14. New clearings in connection with the construction of permitted Structures or other Improvements shall not exceed three acres in the aggregate for the Property. Clearing of trees in the Farm Area in connection with the construction of permitted Structures and Improvements shall require permission of the Grantee pursuant to Section 18.

14(b) Clearing with Prior Consent. New open spaces for agriculture may be created with permission of the Grantee pursuant to Section 18.

14(c) Forestry. Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources with the permission of the Grantee pursuant to Section 18. Commercial forestry (i.e. forestry conducted primarily for the harvesting and sale of forest products) shall be conducted in accordance with a forestry management plan approved by the Grantee, except that for properties enrolled under the NYS 480-a program, noted herein as (3) below, the Grantee shall only require notice to ensure consistency with the Purpose of the Easement, pursuant to Section 18(b), along with a copy of the plan required by New York State in connection with the 480-a program. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (if applicable); (3) logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs).

15. Mining, Transmission Lines, Pipelines and Landfills.

There shall be no surface or subsurface mining or quarrying on the Property. However, in compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A-14(g)(4) of the Treasury Regulations, as amended, the Grantor may utilize sand and gravel located on the Property solely for use on the Property provided that the use has limited, localized impact on the Property and provided the use is not destructive of the Purposes of the Easement pursuant to Section 2 herein. No telecommunications towers or associated antennas may be placed on the Property except with the permission of the Grantee pursuant to Section 18(a). There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the Structures and Improvements allowed by this Easement.

16. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads for residential driveways, barnyards, farm markets or other improvements necessary to provide access to, and parking for, permitted buildings or improvements, or to conduct other activities permitted by this Easement. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance.

17. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agricultural waste or biodegradable material described in this paragraph. Without permission of Grantee, Grantor may (i) store, compost, apply

or inject agricultural waste or biodegradable material; (ii) store old farm equipment to be used for parts; (iii) temporarily store trash or household waste in receptacles for periodic off-site disposal and (iv) compost or re-use biodegradable materials generated off the Property for use on the Property or commercial use or sale. All such activities shall be conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with the Conservation Plan and all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with buildings permitted on the Property is permitted by this Easement.

18. Permission of and Notice to Grantee.

The prior written permission of and/or notice to the Grantee is required for certain actions specifically set forth in this Easement. To request the written permission of the Grantee and/or to provide notice, the Grantor shall submit plans and/or a description of its proposal in accordance with Section 36 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the purposes and restrictions of this Easement. The Grantor shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required. The Grantee may, in its sole and absolute discretion, waive review of and consent to any Structure, Improvement or alteration, which it deems to have no or and insubstantial impact on the Purpose and provisions of this Easement.

18(a). Standards and Timetable for the Grantee's Permission.

Where the Grantee's written consent is required, the Grantee shall grant or withhold its consent in writing within 35 days of receipt of the Grantor's request for consent accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold consent only upon a reasonable determination by the Grantee that the Grantor's proposal would be inconsistent with the purposes or specific provisions of this Easement. The Grantee may grant its consent subject to reasonable conditions which must be satisfied. If the Grantee fails to act within 35 days of receipt of plans and materials it deems sufficient for its review, consent shall be deemed granted unless the Grantor consents to a longer period of time for review and discussion with the Grantee. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the consent of the Grantee.

18(b). Standards and Timetable for the Giving Notice to Grantee.

Where prior notice is required, the Grantor shall give the Grantee at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement or any significant landscape alteration. Prior to any activity described herein, the Grantor shall submit sufficient information to enable the Grantee to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the purposes and restrictions of this Conservation Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or

Improvement. If Grantee does not object in writing by giving notice to Grantor within 35 days, Grantor may proceed without further action by Grantee.

19. Ongoing Responsibilities of Grantor and Grantee.
Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

19(a). Taxes.
Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

19(b). Upkeep and Maintenance.
Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Property.

19(c). Liability and Indemnification.
Grantor agrees to indemnify and hold Grantee and the State of New York, Department of Agriculture and Markets harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

20. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.
Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets shall perpetually retain the right to intervene on any of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

(i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement –
   a. Agricultural Use,
   b. Conservation Plan,
   c. Crops, Livestock and Livestock Products,
   d. Farm Labor Housing,
   e. Farm Operation,
   f. sound agricultural practices (as described in Section 7(a)), and
   g. Viable Agricultural Land;

(ii.) advise the Grantor and Grantee of the State's interpretation of the Purpose of this Easement; and

(iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purpose(s) of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the New York State Department of Agriculture and Markets for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the New York State Department of Agriculture and Markets, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall preempt or prohibit the Grantor or the Grantee from requesting mediation pursuant to Section 26 ("Dispute Resolution") or to otherwise diminish Grantee's rights under Section 24 ("Enforcement").

21. Extinguishment of Development Rights.

Except as otherwise reserved to the Grantor in this Easement, all non-agricultural development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

22. Baseline Documentation.

By its execution of this Easement, Grantee acknowledges that the present uses of, and related structures and improvements on the Property are permitted by this Easement. In order to evidence the present condition of the Property so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report (the "Report"), including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties, and a copy thereof has been delivered to Grantor and a copy will be kept on file with Grantee. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

23. Right of Inspection.

Grantee shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this

Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the New York State Department of Agriculture and Markets and the County, pursuant to Section 25 below, shall have the same right of inspection.

24. Enforcement.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purpose of this Easement, Grantee may bring an action to enjoin the violation.

Grantee shall also be entitled to seek the following remedies in the event of a violation: 1) money damages, including damages for the loss of the resources protected under the Purpose of this Easement; and 2) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and occurring without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

25. Third Party Enforcement Rights.

The County of Dutchess (the "County"), a New York municipal corporation having an office and a mailing address at 22 Market Street, Poughkeepsie, New York, 12601, and its successor agency shall have the right to enforce a material violation of this Easement subject to the following provisions.

25(a). Prior to commencing an enforcement action, the County must first notify Grantee and Grantor, give Grantee thirty (30) days to take appropriate action, including commencing an enforcement action, and give Grantor thirty (30) days from the receipt of such notice to cure the violation.

25(b). If the County determines that Grantor is diligently proceeding to cure the violation or, if not, that Grantee is taking appropriate action and/or diligently prosecuting an enforcement action in good faith, it shall not have a right to take legal action for the same violation of this Easement unless pursuant to a written request by Grantee.

25(c). In any case, where a court finds that a violation has occurred, Grantor shall reimburse the County for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this clause shall diminish the Grantee's rights under Section 24 ("Enforcement") or this Section 25 ("Third Party Enforcement Rights").

26. Dispute Resolution.

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purpose of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantor and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

As an alternative to the mediation described above or as an initial step prior to initiating the mediation described above, either party may request mediation pursuant to Section 20 ("State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Implementation of Provisions"). However, any mediation conducted under Section 20 shall not preempt or prohibit the mediation allowed under this Section 26. Furthermore, nothing in this clause shall diminish Grantee's rights under Section 24 ("Enforcement").

27. Assignment of Easement.

Grantee shall have the right to assign this Easement to The Scenic Hudson Land Trust, Inc. which has offices at One Civic Center Plaza, Suite 200, Poughkeepsie, New York, 12601. If The Scenic Hudson Land Trust, Inc. is unable or unwilling to accept this Easement, the Grantee shall have the right to assign this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or a "not-for-profit conservation organization" as defined by Article 49 of the ECL or a "qualified organization" under Section 170(h) of the Code or a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor and the New York State Department of Agriculture and Markets must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets must approve the choice of any new non-governmental organization or public agency designated as "Grantee."

28. Sale, Transfer and Subdivision of the Property.

28(a). Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance of any interest in the Property, including, without limitation, any transfer, lease or mortgage of the Property or any parcel thereof, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to an Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Easement dated _(month/day/year)__ and recorded in the Dutchess County Clerk's Office on _____, ____ at Document # _____." The failure to include such language shall not affect the validity or applicability of this Easement.

28(b). Notice and Effect of Lot Line Adjustment. Prior to any lot line adjustment of the Property (as permitted by the terms of this Easement) into two or more parcels of land having differing ownership, the conveying owner or owners shall give notice of such conveyance to the Grantee. After any such lot line adjustment, this Easement shall be deemed to create separate conservation easements on each such parcel, references in this Easement to the Property shall be deemed to refer to each such parcel, references to the owner or owners of the Property shall, as to each such parcel, be deemed to refer to the owner or owners of such parcel, and no owner of any parcel shall have any responsibility or liability to the Grantee for any violation of this Easement which may occur on any other parcel of the Property.

28(c). Allocation of Permitted Structures. In any deed of conveyance of a portion of the Property, the Grantor thereof shall, if appropriate, allocate to the portion being conveyed the right to build a specified square footage of Structures or Improvements whose total number or square footage is limited by this Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Grantor immediately prior to such conveyance. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted Structures and Footprint Area in the deed of conveyance. Such provision shall be approved by the Grantee pursuant to Section 18.

28(d). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors but which shall not exceed an amount equal to one hundred dollars ($100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is required in recognition of the Grantee's continuing obligation to monitor and enforce this Easement, to devote staff time to updating Grantee's records and monitoring program, to introduce new owners to the purposes and provisions of this Easement, and to perform other Grantee responsibilities required under the Easement in connection with a transfer of ownership. The purpose of this fee is to benefit the community, the Property and the owners of the Property by ensuring continuity in the administration of this Easement. The

Grantor agrees to incorporate this transfer fee requirement in the terms of any agreement of sale for any portion of the Property and to familiarize the buyer with such terms prior to the sale.

28(e). Conservation Easement Binding on Future Owners and Others. The provisions of this Easement shall run with the land and shall be binding on each owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term "owner" shall include the owner of any beneficial equity interest in the Property, but this sentence shall not impose personal liability on any such beneficial owner except to the extent such beneficial owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

28(f). Discharge of Owner Upon Transfer. In the event any owner transfers fee ownership of all or any portion of the Property, such owner shall be discharged from all obligations and liabilities under this Easement with respect to such portion transferred, except for acts or omissions which occurred during such owner's period of ownership.

29. Amendment of Easement.

This Easement may be amended only with the written consent of Grantee and the then current Owner of the Property and with the approval of the New York State Department of Agriculture and Markets. Any such amendment shall be consistent with and have a neutral or positive effect on the Purpose of this Easement and shall comply with the ECL and any regulations promulgated thereunder. Such amendment shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. Any such amendment to this Easement shall be duly recorded.

30. Extinguishment of Easement.

At the mutual request of Grantor, Grantee, and the New York State Department of Agriculture and Markets, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Purpose of this Easement described in Section 2 ("Purpose"), extinguish or modify this Easement in accordance with applicable law. The mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain makes it impossible to continue use of all or such portion of the Property for the Purpose of this Easement as described in Section 2 ("Purpose") herein, the restrictions may be extinguished as to any such portion so condemned by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion (pursuant to this Section) by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 31 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies

times the percentage determined under Section 31.

31. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment or partial extinguishment or proceeds from a sale or other disposition of the Property as contemplated in Section 30 ("Extinguishment of Easement"). That monetary value is determined as follows: multiply *(a)* times *(b)*, where –

(a) = the Grantee's Proportionate Share, and

(b) = the value of that portion of the Property no longer encumbered by this Easement as the result of the extinguishment.

Grantee's Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. For this Easement, the Grantee's Proportionate Share is Sixty-One percent (61%), and shall remain constant, subject only to reasonable adjustment to the extent permissible under Section 170(h) of the Code for any improvements which may hereafter be made on the Property).

With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner compatible with the Primary Purpose of this Easement. Prior to such re-use, Grantee must provide written notification to the New York State Department of Agriculture and Markets and to the Dutchess County Agricultural and Farmland Protection Board. Grantee shall be entitled to 76% of the Proportionate Share referenced above, and acknowledges the contributions and corresponding Proportionate Shares of the County and Scenic Hudson as described below.

Because the County contributed 12% of the funds toward the purchase price of this Easement, it shall be entitled to 12% of the Proportionate Share referenced above. The County hereby acknowledges this entitlement by signing the attached Acknowledgment. The County also acknowledges that Grantee's share (which is based upon the State's contribution toward the project costs of acquiring this Easement) is 76% of the Proportionate Share referenced above, and Scenic Hudson's share (which is based upon the Scenic Hudson's contribution toward the purchase price of acquiring this Easement as described below) is 12% of the Proportionate Share referenced above.

The Scenic Hudson Land Trust, Inc. ("Scenic Hudson"), a New York not-for-profit corporation with a business address of One Civic Center Plaza, Suite 200, Poughkeepsie, New York, 12601 has contributed 12% of the funds toward the purchase price for this Easement. Therefore, Scenic Hudson shall be entitled to 12% of the Proportionate Share referenced above. Scenic Hudson acknowledges this entitlement by signing the attached Acknowledgment. Scenic Hudson hereby acknowledges that Grantee's share (which is based upon the State's contribution toward the project costs of acquiring this Easement) is 76% of the Proportionate Share referenced above, and the County's share (which is based upon the County's contribution toward the purchase price of acquiring this Easement) is 12% of the Proportionate Share referenced above.

32. Interpretation.

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. This Easement shall be liberally construed to effect the Purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix A, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

33. Recitals and Exhibits Incorporated Herein.

Any and all recitals in this Easement are agreed by the parties to be accurate, are incorporated into this Easement by this reference, and shall constitute integral terms and conditions of this Easement. Any and all exhibits and addenda attached to and referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

34. Successors.

Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

35. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

36. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; 3) if to any subsequent owner, at the address of the Property; or 4) if to New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235. Any party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 36.

37. Title.

The Grantor covenants and represents that the Grantor is the sole owner and is seized of the

Property in fee simple and has good right to grant and convey the aforesaid Easement; that the Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

38. Subsequent Liens on Property.
No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

39. Subsequent Encumbrances.
The grant of any easements or use restrictions is prohibited, except with the permission of Grantee pursuant to Section 18. This shall not preclude the placing of an additional restriction, without permission of Grantee, to maintain the Property's affordability for Agricultural Use by farmers. Such additional restriction may take the form of an affordability covenant or a Preemptive Right to Purchase for Agricultural Use. Any future encumbrances shall be consistent with the primary Purpose of this Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

40. Grantor's Environmental Warranty.
Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to hold harmless, defend, and indemnify Grantee and New York State Department of Agriculture and Markets against and from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, or the New York State Department of Agriculture and Markets to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

41. Duration of Easement.
Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or

subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

42. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 29 ("Amendment of Easement").

43. Waiver.

No waiver by Grantee of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by Grantee.

44. Binding Effect.

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and against all future Owners and any party deriving from Grantor any interest or right to use, possess, or occupy the Property, in the same manner as against the Grantor, while any such party is an Owner or is entitled to possession, occupancy, or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or Owner with respect to such Property for purposes of this Easement and shall have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

45. Lien Law.

This conveyance is made subject to the trust fund provisions of Section Thirteen of the New York Lien Law.

46. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

47. Right of First Refusal

In order to afford Grantee the opportunity to ensure that the Property remains in agricultural use in perpetuity, Grantor hereby gives to Grantee a Right of First Refusal to purchase the Property or a portion of the Property, which Right shall be of perpetual duration. In the event that the Grantee acquires fee title to the Property, this Conservation Easement shall not be merged into the fee and shall not be extinguished by virtue of such purchase.

47(a). Applicability. This Right of First Refusal shall not apply to any gift or bequest without consideration, nor to any sale or conveyance of the Property to members of Grantor's families or to an entity, to include but not limited to, partnerships, corporations, or limited liability companies, which are controlled by Grantor or members of Grantor's families or to the equitable owners of a Grantor which is a corporation, partnership, LLC or other entity. Members of the families shall include Grantor's spouse, children (natural and adopted), parents and their descendants. This Right of First Refusal also shall not apply to sales made pursuant to any judicial sale of all or any portion of the Property (including but not limited to a sale made in connection with mortgage foreclosure), to the conveyance to a mortgage holder by deed in lieu of foreclosure, nor to a subsequent conveyance by any mortgagee who acquires title by virtue of foreclosure sale or deed in lieu of foreclosure. The Right of First Refusal shall apply to all other sales and conveyances of the Property (including any conveyance by, or of any interest in, a corporation, partnership, LLC or other entity to non-family members of the equitable owners of the Grantor).

47(b). Procedure. The conditions of this Right of First Refusal shall be such that whenever Grantor receives a bona fide offer, Grantor shall deliver to Grantee a true copy of the offer in writing, together with such other instruments as may be reasonably required to show the bona fides of the offer. Grantee may elect to purchase, or assign such election to The Scenic Hudson Land Trust, Inc. to purchase, the Property or portion thereof subject to the offer at the offered price and subject to such other terms and conditions not less favorable to Grantor than those contained in the offer by giving to Grantor written notice of such election within thirty (30) days after delivery of the offer to Grantee. If Grantee does not elect to meet such offer within the thirty-day period, or grant a limited waiver of this Right of First Refusal, Grantor may accept the offer as written.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

GRANTOR:
DUNCANDALE FARM, INC.

_____

Sharon E. Duncan
President

GRANTEE: DUTCHESS LAND CONSERVANCY, INC.

_____

Rebecca E .C. Thornton
President

State of New York)

County of Dutchess), ss:

On the _____day of _____ in the year 2017 before me, the undersigned, personally appeared **Sharon E. Duncan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)

County of Dutchess), ss:

On the _____day of _____ in the year 2017 before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity), and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT

For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Conservation Easement, and Acceptance of the Role of Third Party Right of Enforcement

DUTCHESS COUNTY

By: _____
Marcus J. Molinaro
County Executive

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Marcus J. Molinaro** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT

For the Purpose of Acknowledging a Contribution of Funds to the Purchase of this Conservation Easement, the Role in Transfer of Easement, and the Role in Right of First Refusal

THE SCENIC HUDSON LAND TRUST, INC.

By: _____
Steve Rosenberg
Executive Director

By: _____
Seth McKee
Land Conservation Director

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Steve Rosenberg** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Seth McKee** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

APPENDIX A
DEPARTMENT CLAUSES

- required "WHEREAS" provisions ("D," "E," "F," "J," "L," "N," and "P")
- "Purpose"
- "Implementation"
- "Definitions": "Agricultural Use," "Conservation Plan," "Crops, Livestock and Livestock Products," "Farm Labor Housing," "Farm Operation," and "Viable Agricultural Land."
- "State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions"
- Other miscellaneous policies: "Impervious Surfaces," "Land Disturbances Associated with Non-Agricultural Activities," "sound agricultural practices," "Proceeds" and "Interpretation

EXHIBIT "C"
FINCANCIAL WORKSHEET

ATTACHMENT B-4a: FINANCIAL WORKSHEET - Perpetual Conservation Easement Project

LTorEQto29K - Project Budget for FPIG Proposal (≤ $29,000/A for development rights)

FPIG Project Budget Exhibit C

Farmland Protection Implementation Project Involving a Perpetual Conservation Easement

EXHIBIT C

Farm Name: Duncandale Farm, Inc **Applicant:** Dutchess Land Conservancy, Inc.

Estimated Acres to be Permanently Protected = 158.2000

Value of Development Rights = $ 1,108,000 $ per acre = $ 7,004 **If value is greater than $29,000/acre, use ATTACHMENT B-4b.**

	Estimated Costs [1]	FUNDING SOURCES: State Contribution [2]	Municipal Government: County (cash) [3]	County (in-kind)	Town (cash) [4]	Town (in-kind)	Other [5]: (cash)	(in-kind)	Sum of Funding Sources (cash) [6]	Sum of In-Kind Contributions [7]	Landowner Contribution [8]	Proposed Purchase Price of Conservation Easement [9]
LAND COSTS *(Add these "Estimated Costs" amounts to line 2f on Attachment B-1 of the Master Contract.)*												
Value of Development Rights	$ 1,108,000	$ 841,600	$ 133,200		$ -		$ 133,200		$ 1,108,000		$ -	$ 1,108,000
TRANSACTION COSTS *(Add or enter each "Estimated Costs" amount to the appropriate line (as noted below) on Attachment B-1 of the Master Contract.)*												
Title Insurance *(Line 2f)*	$ 5,323	$ -	$ -		$ -		$ 5,323.00		$ 5,323		$ -	
Survey(s) *(Line 2a)*	$ 8,950	$ -	$ -		$ -		$ 8,950.00		$ 8,950		$ -	
Appraisal *(Line 2a)*	$ 2,200	$ -	$ -		$ -		$ 2,200.00		$ 2,200		$ -	
Project Partners' Staff Time [10] (e.g., contract administration, project management, outside easement expertise, etc.) *(Line 2a)*	$ 10,000	$ 7,800	$ -	$ -	$ -	$ -	$ -	$ 2,200	$ 7,800	$ 2,200		
Outside Legal Fees (if any) *(Line 2a)*	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000	$ -	$ -	
Recording Fees *(Line 2f)*	$ 350	$ 350	$ -		$ -		$ -		$ 350	$ -	$ -	
Stewardship Fee [11] *(Line 2e)*	$ 10,000	$ 10,000	$ -		$ -		$ -		$ 10,000		$ -	
Baseline Documentation Report *(Line 2a)*	$ 3,000	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ -	$ -	
Other transaction cost [12] *(Line 2f)*:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Other transaction cost [12] *(Line 2f)*:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Other transaction cost [12] *(Line 2f)*:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Subtotal =	$ 44,823	$ 21,150	$ -	$ -	$ -	$ -	$ 21,473.00	$ 2,200	$ 42,623	$ 2,200	$ -	
									$ 42,623	$ 2,200		
												Local Match Total [14]
TOTAL PROJECT COSTS	$ 1,152,823	$ 862,750	$ 133,200	$ -	$ -	$ -	$ 154,673	$ 2,200	$ 1,150,623	$ 2,200	$ -	$ 290,073
Percentage of Total Project Cost from Each Contributor [13]		74.8%	11.6%	0.0%	0.0%	0.0%	13.4%	0.2%			0.0%	25.2%
Auto Math Check [16] Total Project Costs =	$ 1,152,823	100.0%									Percentage of Local Match that is In-Kind [15] =	0.8%

NOTE: NYS real estate transfer tax, if any, shall NOT be paid from proceeds provided to the Applicant from the State via the FPIG contract associated with this project.

ATTACHMENT B-4a: FINANCIAL WORKSHEET - Perpetual Conservation Easement Project

LTorEQto29K - Project Budget for FPIG Proposal (≤ $29,000/A for development rights)

INSTRUCTIONS FOR FILLING OUT ATTACHMENT B-4a.

(1) Enter estimated costs for each item associated with this transaction. Value of development rights will automatically fill from above. All costs should be based on the most accurate data available at the time of application. Ideally, the value of development rights will be based on a recent appraisal.

(2) State contribution shall not exceed 75% of total project cost. However, the State contribution toward any individual cost item may be greater than 75%. Project managers should enter the State contribution for each cost item based on how the project is anticipated to be funded.

(3) If a county is contributing funding to the project, project manager must allocate that funding as it is anticipated to be used to close the project. Actual allocation may be altered prior to the final distribution of State funds provided that the State approves any such reallocation.

(4) If a town is contributing funding to the project, project manager must allocate that funding as it is anticipated to be used to close the project. Actual allocation may be altered prior to the final distribution of State funds provided that the State approves any such reallocation.

(5) Any "Other" funding applied to the project must be allocated in this column in the same manner as that for county and/or town funds. Each source and the specific amount being contributed from each source must be identified in supplemental budget documentation.

(6) This column automatically sums all sources of cash allocated to cover the project costs.

(7) This column automatically sums all contributions of in-kind services allocated to certain project costs.

(8) The Landowner Contribution for each item is calculated as the difference between total cost of the item and funding available for it. In the case of "Land Costs" this represents a landowner donation resulting from a bargain sale of the conservation easement. For each transaction cost that the landowner will pay for or towards, that amount must be paid by the landowner prior to his/her receipt of any payment from the proceeds of the State disbursement.

(9) Proposed Purchase Price is the amount of consideration that the landowner will receive for the sale of this conservation easement. That identical amount must be entered into the conservation easement as the amount of consideration. This number is automatically calculated as the difference between the value of the development rights (column 1) and the sum of the funding sources available (column 9).

(10) Value of staff time necessary to assist with the conservation easement transaction for this project. Staff includes paid or volunteer employees of any project partner (including consultants). Direct costs should be entered in the appropriate columns as a "cash" amount whereas any non-cash contribution of staff time should be entered in the appropriate column as an "in-kind" amount. (Do not include cost of baseline documentation report anywhere along this line; that item is identified elsewhere on this form.)

(11) State contribution shall not exceed $10,000 per conservation easement.

(12) Other transaction costs must be identified separately. Examples include title report, GIS mapping, printing, Phase I Environmental Site Assessment, etc. Be sure to reflect any in-kind contribution toward any such item in the appropriate County, Town and/or Other column.

(13) State funding % shall not exceed 75.0% of total project costs UNLESS this project is proposed as an 87.5% State award - refer to RFP for more info.

(14) Applicant must provide documentation acceptable to the Deparment accounting for the encumbrance or expenditure of the required local match for this project, including any costs paid for by the landowner, prior to the time of closing.

(15) In-kind contributions shall not exceed 80% of the local match or $25,000, whichever is less.

(16) Auto math check confirms that the total project costs sum correctly and that the sum of the local match (%) and state share (%) equals 100%.

EXHIBIT "D"
SURVEY MAP

SURVEY MAP

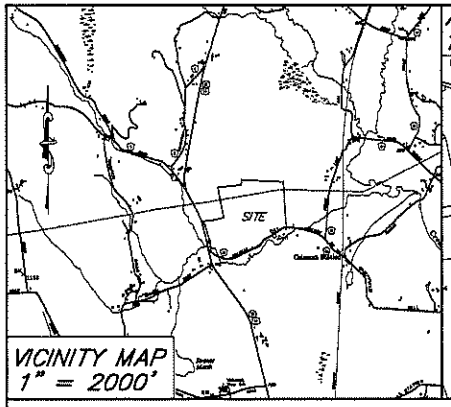
SHOWING LANDS OF

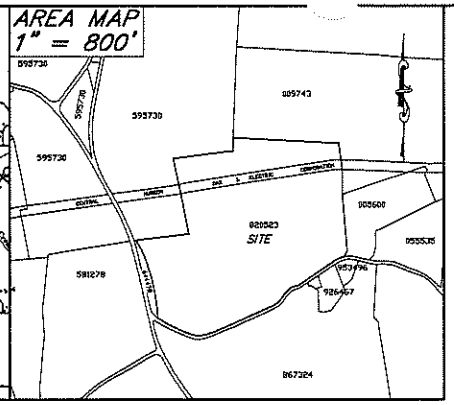
DUNCANDALE FARM, INC.

FOR CONVEYANCE OF A CONSERVATION EASEMENT

TOWN OF NORTHEAST
SCALE 1" = 200'

DUTCHESS COUNTY, NEW YORK
AUGUST 16, 2016
REVISED DECEMBER 13, 2016





LYNDON R. CHASE L.S. # 49443
44 POPLAR AVENUE
PINE PLAINS, N.Y. 12567-5531
518-398-3158

I HEREBY CERTIFY THAT THIS MAP AND SURVEY SHOWN HEREON WAS MADE FROM AN ACTUAL SURVEY IN THE FIELD COMPLETED BY ME ON AUGUST 16, 2016 AND THAT THE INFORMATION SHOWN IS CORRECT.

THIS PLAN DOES NOT CONSTITUTE A REALTY SUBDIVISION AS DEFINED BY ARTICLE 20, TITLE II, SECTION 1115, OF THE PUBLIC HEALTH LAW OF THE STATE OF NEW YORK AND ARTICLE XI OF THE DUTCHESS COUNTY SANITARY CODE.

PERMISSION IS HEREBY GRANTED FOR THE FILING OF THIS MAP WITH THE CLERK OF DUTCHESS COUNTY. APPROVAL FOR ARRANGEMENTS FOR WATER SUPPLY AND/OR DISPOSAL IS NEITHER SOUGHT NOR GRANTED.

AUTHORIZED REPRESENTATIVE OF THE COMMISSIONER OF HEALTH

NOTES:

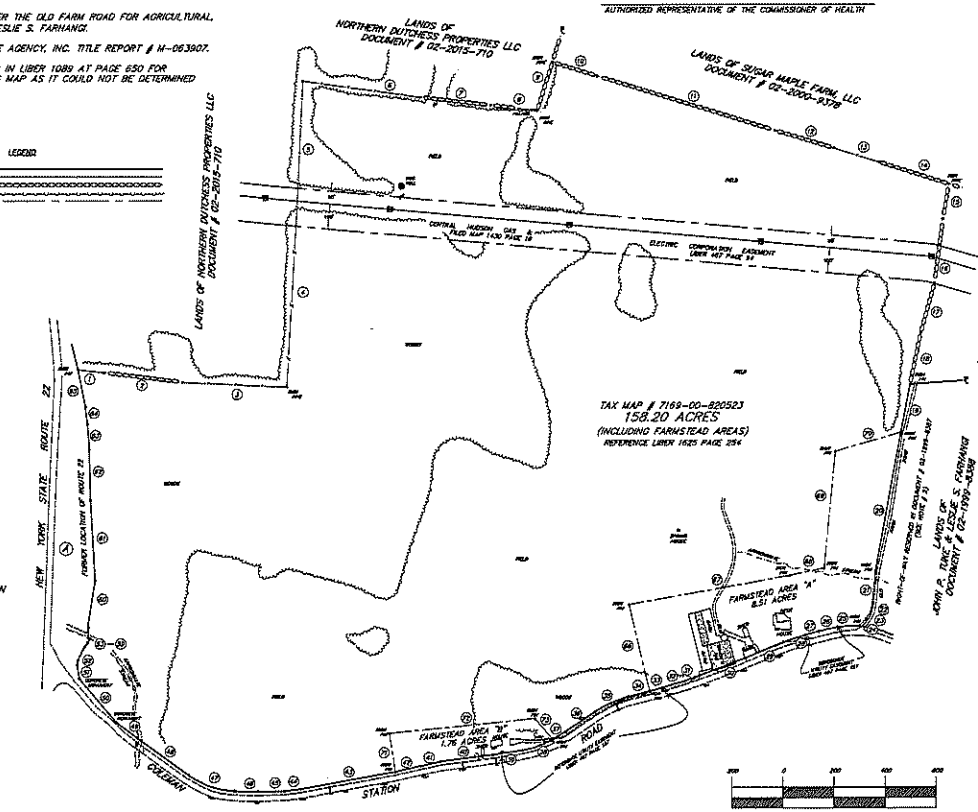
1. THE INTENT OF THIS SURVEY MAP IS SOLELY TO DEPICT THE BOUNDARIES AND FEATURES OF A CONSERVATION EASEMENT AND IT IS NOT TO CREATE ANY SUBDIVISION OF THIS LAND.
2. TOGETHER WITH A RIGHT-OF-WAY RESERVED IN DOCUMENT # 02-1999-8387 OVER THE OLD FARM ROAD FOR AGRICULTURAL, AND PERSONAL PURPOSES (WALKING) OVER LANDS NOW OF JOHN P. TUKE & LESLIE S. FARHANGI.
3. REFERENCE IS HEREBY MADE TO SHEERINGER MONAHAN PROVOST REDGRAVE TITLE AGENCY, INC. TITLE REPORT # H-063907.
4. TITLE REPORT # AS REFERENCED ABOVE SHOWS AN UTILITY EASEMENT DESCRIBED IN LIBER 1089 AT PAGE 650 FOR UNDERGROUND COMMUNICATION LINES. THE EASEMENT WAS NOT SHOWN ON THIS MAP AS IT COULD NOT BE DETERMINED WHERE IT IS LOCATED ON THE PROPERTY.

① S 84° 09' E 160.86	⑩ S 75° 14' W 91.63
② S 82° 33' E 308.37	⑪ S 75° 43' W 79.00
③ S 82° 17' E 408.87	⑫ S 73° 33' E 240.00
④ N 67° 18' 25" E 84.91	⑬ S 13° 30' W 206.00
⑤ N 60° 47' E 98.87	⑭ S 11° 42' 00" W 103.19
⑥ S 69° 08' E 462.42	⑮ S 10° 28' 20" W 194.05
⑦ S 83° 33' E 278.88	⑯ S 10° 28' 20" W 334.19
⑧ S 83° 33' E 182.83	⑰ S 05° 42' 00" W 144.00
⑨ N 17° 33' 33" E 201.93	⑱ S 15° 48' 50" W 14.30
⑩ S 75° 14' E 165.00	⑲ S 31° 18' 20" W 33.30
⑪ S 75° 43' E 79.00	⑳ S 43° 18' 20" W 17.00
⑫ S 73° 33' E 240.00	㉑ S 87° 07' 33" W 53.17
⑬ S 13° 30' W 206.00	㉒ S 76° 37' 40" W 28.38
⑭ S 11° 42' 00" W 103.19	㉓ S 79° 15' W 91.63
⑮ S 10° 28' 20" W 194.05	㉔ S 75° 14' W 93.00
⑯ S 10° 28' 20" W 334.19	㉕ S 87° 13' W 163.71
⑰ S 05° 42' 00" W 144.00	㉖ S 88° 10' W 314.07
⑱ S 15° 48' 50" W 14.30	㉗ S 70° 37' 40" W 65.46
⑲ S 31° 18' 20" W 33.30	㉘ S 73° 08' 40" W 86.38
⑳ S 43° 18' 20" W 17.00	㉙ S 73° 34' 40" W 50.10
㉑ S 87° 07' 33" W 53.17	㉚ S 75° 34' 40" W 84.92
㉒ S 76° 37' 40" W 28.38	㉛ RADIUS = 125.00 LENGTH = 143.33 CHORD = S 63° 42' 10" W 143.83
㉓ S 79° 15' W 91.63	㉜ S 33° 33' 50" W 138.65
㉔ S 75° 14' W 93.00	㉝ S 39° 20' 40" W 33.65
㉕ S 87° 13' W 163.71	㉞ RADIUS = 125.00 LENGTH = 707.53 CHORD = S 70° 15' 10" W 126.72
㉖ S 88° 10' W 314.07	㉟ S 81° 26' 40" W 111.16
㉗ S 70° 37' 40" W 65.46	㊱ S 82° 33' 50" W 206.01
㉘ S 73° 08' 40" W 86.38	㊲ S 77° 49' 40" W 78.00
㉙ S 73° 34' 40" W 50.10	㊳ S 76° 35' 40" W 101.30
㉚ S 75° 34' 40" W 84.92	㊴ S 76° 27' 40" W 374.20
㉛ RADIUS = 125.00 LENGTH = 143.33 CHORD = S 63° 42' 10" W 143.83	㊵ S 82° 26' 40" W 63.87
㉜ S 33° 33' 50" W 138.65	㊶ S 88° 39' 40" W 153.00
㉝ S 39° 20' 40" W 33.65	㊷ N 88° 04' 20" W 91.73
㉞ RADIUS = 125.00 LENGTH = 707.53 CHORD = S 70° 15' 10" W 126.72	㊸ RADIUS = 125.00 LENGTH = 192.30 CHORD = N 70° 38' 30" W 181.04
㉟ S 81° 26' 40" W 111.16	㊹ N 53° 53' 20" W 248.37
㊱ S 82° 33' 50" W 206.01	㊺ N 37° 30' 10" W 192.57
㊲ S 77° 49' 40" W 78.00	㊻ N 49° 07' 20" W 234.98
㊳ S 76° 35' 40" W 101.30	㊼ N 08° 08' W 33.60
㊴ S 76° 27' 40" W 374.20	㊽ N 04° 00' E 18.13
㊵ S 82° 26' 40" W 63.87	㊾ N 16° 35' E 33.74
㊶ S 88° 39' 40" W 153.00	㊿ N 33° 33' 43" E 31.00
㊷ N 88° 04' 20" W 91.73	(51) N 33° 56' 11" E 15.00
㊸ RADIUS = 125.00 LENGTH = 192.30 CHORD = N 70° 38' 30" W 181.04	(52) N 25° 31' 33" W 10.77
㊹ N 53° 53' 20" W 248.37	(53) N 01° 22' 08" W 33.00
㊺ N 37° 30' 10" W 192.57	(54) N 08° 38' 37" E 13.63
㊻ N 49° 07' 20" W 234.98	(55) N 18° 07' 33" W 8.00
㊼ N 08° 08' W 33.60	(56) N 08° 18' 22" E 181.30
㊽ N 04° 00' E 18.13	(57) N 03° 16' 10" W 313.33
㊾ N 16° 35' E 33.74	(58) N 01° 15' 53" W 350.01
(51) N 33° 33' 43" E 31.00	(59) N 04° 07' 30" W 150.33
(52) N 33° 56' 11" E 15.00	(60) N 08° 37' 08" W 96.38
(53) N 25° 31' 33" W 10.77	(61) N 10° 30' 30" W 117.70
(54) N 01° 22' 08" W 33.00	(62) N 13° 22' 10" W 348.00
(55) N 08° 38' 37" E 13.63	(63) N 29° 48' 50" E 440.00
(56) N 18° 07' 33" W 8.00	(64) N 77° 55' 50" E 138.30
(57) N 08° 18' 22" E 181.30	(65) N 05° 33' 30" E 480.84
(58) N 03° 16' 10" W 313.33	(66) N 13° 33' E 356.10
(59) N 01° 15' 53" W 350.01	(67) N 08° 23' W 153.15
(60) N 04° 07' 30" W 150.33	(68) N 34° 14' E 572.55
(61) N 08° 37' 08" W 96.38	(69) S 48° 35' E 187.07
(62) N 10° 30' 30" W 117.70	
(63) N 13° 22' 10" W 348.00	
(64) N 29° 48' 50" E 440.00	
(65) N 77° 55' 50" E 138.30	
(66) N 05° 33' 30" E 480.84	
(67) N 13° 33' E 356.10	
(68) N 08° 23' W 153.15	
(69) N 34° 14' E 572.55	
(70) S 48° 35' E 187.07	

LEGEND

ANGLE POINT	*
NO PHYSICAL BOUNDS	
REMAINS WIRE FENCE	
STONE WALL	
EDGE OF WOODS	
EASEMENT LINE	
UTILITY POLE	
PROPERTY LINE	
CULVERT PIPE	
ELECTRIC TOWER	

2016 MAGNETIC NORTH



AREA TABLE

TAX MAP # 7169-00-820523

TOTAL AREA 158.20 ACRES

CONSERVATION EASEMENT AREA 158.20 ACRES

FARM AREA 147.93

FARMSTEAD AREA "A" 8.51 ACRES

FARMSTEAD AREA "B" 1.76 ACRES

OWNERS OF RECORD

DUNCANDALE FARM INC.
216 INDIAN LAKE ROAD
MILLERTON, NY 12546

PARCEL ADDRESS
75-119 COLEMAN STATION ROAD
MILLERTON, NY 12546

TAX MAP # 133889-7169-00-820523

REFERENCE
LIBER 1625 PAGE 254

CERTIFIED TO:

DUNCANDALE FARM, INC.
DUTCHESS LAND CONSERVANCY, INC.
THE SCENIC HUDSON LAND TRUST, INC.
NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS
THE COUNTY OF DUTCHESS
WESTCOR LAND TITLE INSURANCE COMPANY

1. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub- division 2 of the N. Y. State Education Law.
2. Only copies from the original of this survey marked with an original of the land surveyor's seal shall be considered to be valid copies.
3. Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveyors adopted by the N. Y. State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his or her behalf, to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners.
4. Underground improvements or encroachments, if any, are not shown hereon.

4216

Exhibit D

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2017090 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON DUNCANDALE FARM PROPERTY IN THE TOWN OF NORTH EAST, NEW YORK AND REALLOCATING FUNDS THEREFORE

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017090 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON DUNCANDALE FARM PROPERTY IN THE TOWN OF NORTH EAST, NEW YORK AND REALLOCATING FUNDS THEREFORE

Date: May 8, 2017

Environment

RESOLUTION NO. 2017091

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE PROPERTY OWNED BY MICHELE FERRARO AND KATHLEEN WEATHERS KNOWN AS THE CAORA FARM IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Legislators FORMAN, BORCHERT, MICCIO, TRUITT, PULVER, METZGER, and SAGLIANO offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed $69,300 in grant funds available through the Dutchess County Partnership for Manageable Growth Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 78 acres of Property owned by Michele Ferraro and Kathleen Weathers known as the Caora Farm (Tax Grid Number: 133889-7270-00-729819) located on Sharon Road in the Town of North East, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to $291,350, Dutchess County shall contribute up to $69,300, the Scenic Hudson Land Trust shall contribute up to $12,371 and the Dutchess Land Conservancy shall contribute up to $36,100, for a total contribution of up to $409,121, and

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, which shall assume primary responsibility to monitor and enforce the easement, and

WHEREAS, the Dutchess County Department of Planning and Development has identified the New York State Department of Agriculture and Markets as an involved agency, and

WHEREAS, the New York State Department of Agriculture and Markets has indicated it does not wish to serve as lead agency and has consented to Dutchess County assuming lead agency status, and

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

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

RESOLVED, that the County hereby assumes lead agency status with respect to a grant award to partially fund the purchase of an agricultural conservation easement of 78 acres on the Property owned by Michele Ferraro and Kathleen Weathers known as the Caora Farm (Tax Grid No. 133889-7270-00-729819) in the Town of North East, Dutchess County.

CA-063-17
AMS/kvh
G-1677
04/14/17
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

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 $ 0
and Source

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

Identify Line Items(s):

HO476.8020.3006.(TBD) - Easement-Conservation Caora Farm

Related Expenses: Amount $ 0
Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $0
Over Five Years: $0

Additional Comments/Explanation:
Declaration of Lead Agency, pursuant to SEQRA, regarding the partial funding from the Dutchess County Partnership for Manageable Growth (PMG) Grant Program for the purchase of a conservation easement on the approximately 78 acre Caora Farm in the Town of North East, in partnership with the New York State Department of Agriculture and Markets.

Prepared by: Eoin Wrafter Prepared On: 4/7/17

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2017091 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE PROPERTY OWNED BY MICHELE FERRARO AND KATHLEEN WEATHERS KNOWN AS THE CAORA FARM IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 0

Absent: 4 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2017091 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE PROPERTY OWNED BY MICHELE FERRARO AND KATHLEEN WEATHERS KNOWN AS THE CAORA FARM IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: May 8, 2017

Environment

RESOLUTION NO. 2017092

RE: ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE PROPERTY OWNED BY MICHELE FERRARO AND KATHLEEN WEATHERS KNOWN AS THE CAORA FARM IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Legislators FORMAN, BORCHERT, MICCIO, TRUITT, PULVER, METZGER, and SAGLIANO offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed $69,300 in grant funds available through the Dutchess County Partnership for Manageable Growth Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 78 acres of Property owned by Michele Ferraro and Kathleen Weathers known as the Caora Farm (Tax Grid Number: 133889-7270-00-729819) located on Sharon Road in the Town of North East, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to $291,350, Dutchess County shall contribute up to $69,300, the Scenic Hudson Land Trust shall contribute up to $12,371 and the Dutchess Land Conservancy shall contribute up to $36,100, for a total contribution of up to $409,121, and

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, which shall assume primary responsibility to monitor and enforce the easement, and

WHEREAS, approval of an award to partially fund the purchase of a conservation easement on the Property owned by Michele Ferraro and Kathleen Weathers known as the Caora Farm constitutes an action subject to the State Environmental Quality Review Act, and

WHEREAS, the County has been designated Lead Agency, as the New York State Department of Agriculture and Markets has indicated it does not wish to serve as lead agency and has consented to the County assuming lead agency status, and the County has the responsibility to make a determination of significance, and

WHEREAS, the County through its Department of Planning and Development has concluded, after review of a Full Environmental Assessment Form, that the proposed Project: 1) is an unlisted action; and 2) will not have a significant adverse impact on the environment, and

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

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

RESOLVED, that this Legislature hereby adopts and confirms the Full Environmental Assessment Form and Negative Declaration, concluding a grant award to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy, on approximately 78 acres on the Property owned by Michele Ferraro and Kathleen Weathers known as the Caora Farm (Tax Grid Number: 133889-7270-00-729819) located on Sharon Road in the Town of North East, Dutchess County, New York, will not have a significant adverse impact on the environment.

CA-062-17
AMS: kvh
G-1677
04/14/17
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

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 $ 0
and Source

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

Identify Line Items(s):

H0476.8020.3006.(TBD) - Easement-Conservation Caroa Farm

Related Expenses: Amount $ 0
Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $0
Over Five Years: $0

Additional Comments/Explanation:
Issuance of a Negative Declaration, pursuant to SEQRA, regarding the partial funding from the Dutchess County Partnership for Manageable Growth (PMG) Grant Program for the purchase of a conservation easement on the approximately 78 acre Caora Farm in the Town of North East, in partnership with the New York State Department of Agriculture and Markets.

Prepared by: Eoin Wrafter Prepared On: 4/7/17

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 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Purchase of Development Rights on Farmland (Caora Farm)		
Project Location (describe, and attach a general location map): Sharon Road, Town of North East, Dutchess County (Caora Farm) - Please see Location Map in Part C of application.		
Brief Description of Proposed Action (include purpose or need): Purchasing development rights/establishing a conservation easement to preserve 78 acres of working farmland in the Town of North East.		
Name of Applicant/Sponsor: Dutchess Land Conservancy	Telephone: 845-677-3002 E-Mail:	
Address: 4289 Route 82		
City/PO: Millbrook	State: NY	Zip Code: 12545
Project Contact (if not same as sponsor; give name and title/role): Karin Roux, Senior Land Projects Manager	Telephone: 845-677-3002 E-Mail: karinr@dutchessland.org	
Address: 4289 Route 82		
City/PO: Millbrook	State: NY	Zip Code: 12545
Property Owner (if not same as sponsor): Michele Ferraro and Kathleen Weathers	Telephone: (914) 474-8471 E-Mail: michvet@wildblue.net, weathersk@caryinstitute.o	
Address: 235 Sharon Road		
City/PO: Millerton	State: New York	Zip Code: 12546

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		
c. City Council, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	Dutchess County Legislature	Application due 10/30/2015
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	NYS Ag & Markets - Farmland Protection Implementation Grant	Application due 01/29/2016
h. Federal agencies ☐Yes☑No		

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 I

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):

Dutchess County Greenway Compact Community, Hudson River Valley National Heritage Area

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):

Town of North East Agricultural and Farmland Protection Plan

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?
R3A Very Low Residential and Land Conservation

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? Webutuck Central School District

b. What police or other public protection forces serve the project site?
Dutchess County Sheriff and New York State Police

c. Which fire protection and emergency medical services serve the project site?
Millerton Fire Department and NDP EMS

d. What parks serve the project site?
Veterans Park, Eddie Collins Memorial Park

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)? Conservation Easement for Farmland Protection

b. a. Total acreage of the site of the proposed action? 78 acres
b. Total acreage to be physically disturbed? none acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 78 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: _____

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: _____ 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 _____
ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ 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? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
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? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan: _____

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): _____

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:

_____

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: _____ 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: _____
- 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: _____
- Source(s) of supply for the district: _____

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?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

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)?

_____

- 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: not applicable
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: not applicable
- 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:

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): _____

ii. If mix of uses, generally describe: _____

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	less than 1	less than 1	none
• Forested	17	17	none
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	none	none	none
• Agricultural (includes active orchards, field, greenhouse etc.)	50	50	none
• Surface water features (lakes, ponds, streams, rivers, etc.)	2	2	none
• Wetlands (freshwater or tidal)	5	5	none
• Non-vegetated (bare rock, earth or fill)	0	0	none
• Other Describe: _____			

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:

_____

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): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☐ Neither database

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

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): _____

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

_____

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? unknown 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:

Stockbridge Silt Loam	36 %
Stockbridge Farmington Complex	11 %
Charlton Loam	19 %

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

e. Drainage status of project site soils:
☑ Well Drained: 76 % of site
☑ Moderately Well Drained: 20 % of site
☑ Poorly Drained 4 % of site

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 98 % of site
☑ 10-15%: 2 % of site
☐ 15% or greater: 0 % 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 _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters Approximate Size 5 acres
- Wetland No. (if regulated by DEC) _____

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: _____

m. Identify the predominant wildlife species that occupy or use the project site:
white tail deer turkey

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

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: #21

b. Are agricultural lands consisting of highly productive soils present? ☑Yes ☐No
i. If Yes: acreage(s) on project site? 57
ii. Source(s) of soil rating(s): USDA

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? 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: _____	☐ Yes ☑ No
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? If Yes: *i.* Describe possible resource(s): _____ *ii.* Basis for identification: _____	☐ Yes ☑ No
h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? If Yes: *i.* Identify resource: New York State owned Harlem Valley Rail Trail *ii.* Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): State Historic Trail *iii.* Distance between project and resource: 1 miles.	☑ Yes ☐ No
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? 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 ☐ 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 Dutchess Land Conservancy Date 8/5/2016

Signature Eunttoaglund Title Land Projects Manager

PRINT FORM

Agency Use Only [If applicable]	
Project:	Caora Farm purchase of dvpt. rights
Date:	April 7, 2017

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: _____		☐	☐

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	☐	☐

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. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

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. (See Part 1. E.2) ☑ NO ☐ YES

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	☐	☐

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	☐	☐

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, Elb	☐	☐
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.	El 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: _____		☐	☐

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.)
If "Yes", answer questions a - g. If "No", go to Section 10.

☑ NO ☐ YES

	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.)
If "Yes", answer questions a - e. If "No", go to Section 11.

☑ NO ☐ YES

	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	☐	☐

d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", 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: _____		☐	☐

13. Impact on Transportation
The proposed action may result in a change to existing transportation systems. ☑ NO ☐ YES
(See Part 1. D.2.j)
If "Yes", answer questions a - f. 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. ☑ NO ☐ YES
(See Part 1. D.2.k)
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. ☑ NO ☐ YES
(See Part 1. D.2.m., n., and o.)
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	☐	☐

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 cccur	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: _____			

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: _____		☐	☐

PRINT FULL FORM

Agency Use Only [IfApplicable]

Project: Caora Farm purchase of dvpt. rights

Date: 04/07/2017

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.

The EAF prepared for this proposed action revealed that the proposed action will have no negative impact upon the environment.

The proposed action will result in permanent preservation of farmland, protecting it from development and associated environmental impacts.

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 _____ 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: Purchasing development rights/establish conservation easement for 78 acres of working farmland in the Town of North East

Name of Lead Agency: County of Dutchess

Name of Responsible Officer in Lead Agency: Eoin Wrafter

Title of Responsible Officer: Commissioner Department of Planning and Development

Signature of Responsible Officer in Lead Agency: Date: 04/07/2016

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Brad Barclay

Address: 27 High Street, Poughkeepsie, NY 12601

Telephone Number: 845-486-3600

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

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

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

Absent: 2 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017092 ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE PROPERTY OWNED BY MICHELE FERRARO AND KATHLEEN WEATHERS KNOWN AS THE CAORA FARM IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017092 ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE PROPERTY OWNED BY MICHELE FERRARO AND KATHLEEN WEATHERS KNOWN AS THE CAORA FARM IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Date: May 8, 2017

Environment

RESOLUTION NO. 2017093

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY OWNED BY MICHELE FERRARO AND KATHLEEN WEATHERS KNOWN AS THE CAORA FARM IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

Legislators FORMAN, BORCHERT, MICCIO, TRUITT, PULVER, METZGER, and SAGLIANO offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed $69,300 in grant funds available through the Dutchess County Partnership for Manageable Growth Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 78 acres of Property owned by Michele Ferraro and Kathleen Weathers known as the Caora Farm (Tax Grid Number: 133889-7270-00-729819) located on Sharon Road in the Town of North East, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to $291,350, Dutchess County shall contribute up to $69,300, the Scenic Hudson Land Trust shall contribute up to $12,371 and the Dutchess Land Conservancy shall contribute up to $36,100, for a total contribution of up to $409,121, and

WHEREAS, a real estate appraisal by completed by James S. Waterhouse, ARA, Farm Credit East Appraisal Service, which is on file with the Clerk to the Legislature, supports the purchase price to be paid by the County as it values the Easement at $4,700 per acre for a total of $369,000, and

WHEREAS, the Easement shall provide, among other things, that it shall be held by the Conservancy, which shall assume primary responsibility to monitor and enforce the easement; that the County shall have third party enforcement rights and the right to share proportionately in the proceeds which become available, upon extinguishment, if ever, and

WHEREAS, the proposed Grant Agreement, is subject to various contingencies including approval and acceptance of the Easement and related closing documents (e.g. survey, title report and insurance) by the County, and receipt by the County of the New York State FPIG not to exceed $291,350, an amount from the Scenic Hudson Land Trust not to exceed $12,371, and an amount from the Dutchess Land Conservancy not to exceed $36,100, and

WHEREAS, Resolution 208206, a Bond Resolution, authorized the issuance of $1,600,000 of the County for specific open space and farmland purposes, and Resolution 2014323, a subsequent Bond Resolution, authorized the issuance of $1,000,000, serial bonds on of the County for specific open space and farmland protection purposes/projects, and

WHEREAS, as a result of reductions in the scope and cost of such specific projects referenced in said Resolutions, the funds are now available for reallocation to partially fund the purchase of an agricultural conservation easement on the Property owned by Michele Ferraro and Kathleen Weathers, known as the Caora Farm, which is a Farmland Protection Project in accordance with the objectives of said Bond Resolutions and the Partnership for Manageable Growth Grant Program, and now therefore be it

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

RESOLVED, that the County Executive is authorized to take such actions as are necessary and in accordance with the requirements of the Dutchess County Partnership for Manageable Growth Grant Program to complete the acquisition contemplated hereunder including changes to the documents as necessary, and be it further

RESOLVED, that the $69,300 of the funds allocated by Resolutions 208206 and 2014323 for specific open space and farmland purposes which, due to reductions in the scope and cost of such projects, are now available in Capital Project and H0476, and are reallocated to partially fund the purchase of an agricultural conservation easement on the Property owned by Michele Ferraro and Kathleen Weathers known as the Caora Farm, and be it further

RESOLVED, that to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the 2017 Adopted County Budget as follows:

APPROPRIATION
Decrease

H0476.8020.3006	Easement-Conservation	$69,300

REVENUE
Increase

H0476.8020.3006.7011	Caora Farm	$69,300

CA-064-17
EW/AMS/kvh
G-1677
04/14/17
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

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 $ 69,300

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):

H0476.8020.3006.7011 Caora Farm

Related Expenses: Amount $ 0

Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $69,300

Over Five Years: $69,300

Additional Comments/Explanation:

Authorizing execution of a grant agreement to fund the purchase of a conservation easement on the 78 acre Caora Farm in the Town of North East, in partnership with the Dutchess County Land Conservancy, the Scenic Hudson Land Trust and the New York State Department of Agriculture and Markets.

Prepared by: Eoin Wrafter

Prepared On: 04/10/2017

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this day of , 2017, by and between **DUNCANDALE FARM INC.**, a New York corporation, with an address at 216 Indian Lake Road, North East, New York, 12546, (the "Owners"); the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"); and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 4289 Route 82, Millbrook, New York 12545 (the "Conservancy").

WITNESSETH:

WHEREAS, the Owners are the sole owner in fee simple of real property (the "Property") which consists of approximately 158.20 acres and desire to sell and convey to the Conservancy a conservation easement on the entire 158.20 acres of the Property, more fully described in "Exhibit A" attached hereto and incorporated by reference, located on Coleman Station Road in the Town of North East, Dutchess County, New York (Tax Grid Number 133889-7169-00-820523); and

WHEREAS, the Conservancy wishes to purchase such conservation easement provided that funds therefor are available through the New York State Department of Agriculture and Markets Farmland Protection Hudson Valley Agricultural Enhancement Program authorized by Contract C00104GG, and that needed matching funds are also available through the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program authorized by the County pursuant to Resolutions 2017060 and _____, as well as from the Scenic Hudson Land Trust, Inc, as well as from the Conservancy.

Now, therefore, the parties agree as follows:

1. **PURCHASE OF CONSERVATION EASEMENT**. The Owners agree to sell and convey to the Conservancy, and the Conservancy agrees to purchase from the Owners, a conservation easement (the "Conservation Easement") on the Property upon the terms and conditions hereinafter set forth. Among other terms under the Conservation Easement, the Conservancy shall hold the Conservation Easement and have enforcement rights pursuant to the terms of the Conservation Easement, and the County shall have third party enforcement rights pursuant to the terms of the Conservation Easement. The Conservancy and the County shall have the right to claim portions of the monetary value of the Conservation Easement in the event the Conservation Easement is extinguished pursuant to the terms of the Conservation Easement. The Conservation Easement shall be substantially in the form attached to this Agreement as "Exhibit B."

2. **PAYMENT**. The development rights for the Property, which consists of approximately 158.20 acres, are appraised at One Million, One Hundred Eight Thousand Dollars ($1,108,000), or (approximately) $7,004 per acre, payable in full at Closing in accordance with paragraph 3 below and subject to the contingencies set forth in paragraph "4".

The purchase price shall be raised from the following sources: NYS Contract No. C00104GG (an amount not to exceed $862,750); the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program (an amount not to exceed $133,200), the Scenic Hudson Land Trust (an amount not to exceed $149,673) and the funds and in-kind services of the Conservancy (an amount not to exceed $7,200). See Exhibit C "Financial Worksheet" for more detail.

The exact amount of total project costs, which are to be paid by Dutchess County, the Scenic Hudson Land Trust, and the Conservancy, include the purchase price, survey, closing and administrative costs, and are to be determined at the closing. The Owners shall be responsible for all of their own costs and fees in relation to this agreement, including the New York State Transfer Tax.

The Property to be subject to the conservation Easement is shown on a survey map completed by Lynden B. Chase, Licensed Land Surveyor, titled "Survey Map Showing Lands of Duncandale Farm, Inc. for Conveyance of Conservation Easement" dated August 18, 2016 and last revised December 15, 2016, attached hereto as "Exhibit D". The survey map will be filed with Office of the Dutchess County Clerk prior to closing. The survey shall be certified to the Owners, New York State Department of Agriculture and Markets, the County, the Scenic Hudson Land Trust, the Conservancy, and Stewart Title Insurance Company. Cost of the survey will be borne by the Scenic Hudson Land Trust.

3. **APPRAISAL**. The Real Property Appraisal Report prepared by Farm Credit East, dated June 5, 2015, values the Conservation Easement One Million, One Hundred Eight Thousand Dollars ($1,108,000), or (approximately) $7,004 per acre.

4. **CLOSING**. Closing shall take place at the offices of the Conservancy at 4289 Route 82, Millbrook, New York on or about June 15, 2017, or at such other time and place as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program, Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program, the Scenic Hudson Land Trust, and the Conservancy, as referenced above.

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

(a) Approval of the proposed Conservation Easement ("Exhibit B") by the Conservancy Board of Directors, which approval will be given prior to closing, and New York State Department of Agriculture and Markets, the Scenic Hudson Land Trust, and the County.

(b) Receipt by the Conservancy of the funds necessary to purchase the Conservation Easement and pay related closing and administrative costs, through a New York State Department of Agriculture and Markets Farmland Protection Implementation Grant for funds, NYS Contract No. C00104GG (an amount not to exceed $862,750); the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant

Program (an amount not to exceed $133,200), the Scenic Hudson Land Trust (an amount not to exceed $149,673), and the funds and in-kind services of the Conservancy (an amount not to exceed $7,200).

(c) Conveyance of title satisfactory to the New York State Department of Agriculture and Markets, the County, and the Conservancy, subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not, in the judgment of funding agencies, significantly impede the purposes of the Conservation Easement or significantly reduce its value.

(d) Any documentation, approvals or consents as may be required by the New York State Department of Agriculture and Markets, the County, or the Conservancy in order to comply with Program requirements.

(e) Conveyance, free of all mortgages and encumbrances of any nature whatsoever or, if any such mortgages or encumbrances exist, subordination of such mortgages or encumbrances to the Conservation Easement to the satisfaction of the New York State Department of Agriculture and Markets, the County, and the Conservancy.

6. **CANCELLATION**. If the contingencies set forth in Section 4 are not satisfied, the County or the Conservancy may cancel this Agreement on written notice to the Owners and no party will have any claim or cause of action against any other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by June 15, 2018, the Owners may cancel this Agreement upon written notice to the Conservancy at their address as shown herein, attention Rebecca E. C. Thornton, President, and no party shall have any claim or cause of action for damages against any other party arising out of this Agreement.

7. **OWNER'S REPRESENTATIONS**. The Owners represent that they have, and will have at the closing, the power to sell, transfer and convey the Conservation Easement to the Conservancy subject only to the terms of this agreement; that the Owners are not aware of any actions or proceedings which affect the Owners' title to the Property; that there are no uncured notices which have been served upon the Owners by any governmental agency, notifying the Owners of any violations of law, ordinance or regulation which would affect the Property, or actual impending mechanics liens against the Property; and that the Owners have not entered into, nor does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property or would affect its obligations hereunder.

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

Should any of the above representations or warrantees cease to be true at any time prior to the closing, the Owners shall immediately so advise the County and Conservancy in writing, except in so far as the Owners have advised the County and Conservancy to the contrary, each of

the above representations and warrantees shall be deemed to have been made as of the closing and shall survive the closing.

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

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

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

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro, County Executive

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

On this day of , 2017, before me, the undersigned, personally appeared **Marcus J. Molinaro**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

LANDOWNER

By: _____
Duncandale Farm Inc.
Sharon E. Duncan
President

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

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

On this day of , 2017, before me, the undersigned, personally appeared **Sharon E. Duncan**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On this day of , 2017, before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of North East, Dutchess County, New York, more particularly described as follows:

Beginning at a point marked by an iron pin in the northerly line of Coleman Station Road the said point marking the southeasterly corner of the herein described parcel and the southwesterly corner of lands of John P. Tuke & Leslie S. Farhangi described in document 02-1999-8388 and continuing from thence westerly along the northerly line of Coleman Station Road the following 25 courses and distances: S 87° 07' 53" W 82.77 feet; S 76° 27' 40" W 78.39 feet; S 75° 15' W 51.23 feet; S 72° 14' W 93.02 feet; S 67° 13' W 160.71 feet; S 69° 10' W 214.27 feet; S 70° 22' 40" W 45.46 feet; S 73° 09' 40" W 86.30 feet; S 75° 24' 40" W 135.02 feet; on a curve to the left of radius 425.00 feet an arc length of 144.52 feet having a chord of S 65° 40' 10" W 143.83 feet; S 55° 55' 40" W 138.65 feet; S 59° 00' 40" W 58.65 feet on a curve to the right of radius 325.00 feet an arc length of 127.53 feet having a chord of S 70° 15' 10" W 126.72 feet; S 81° 29' 40" W 117.18 feet; S 82° 33' 40" W 208.01 feet; S 77° 48' 40" W 79.00 feet; S 76° 50' 40" W 101.25 feet; S 79° 31' 40" W 374.32 feet; S 82° 58' 40" W 65.87 feet; S 88° 59' 40" W 103.09 feet; N 88° 04' 20" W 91.72 feet; on a curve to the right of radius 325.00 feet an arc length of 193.90 feet having a chord of N 70° 58' 50" W 191.04 feet; N 53° 53' 20" W 248.27 feet; N 53° 26' 07" W 102.57 feet to a concrete highway monument and N 40° 03' 38" W 224.96 feet to a point marked by a concrete highway monument the said point marking the southwesterly corner of the herein described parcel thence northerly along lands of New York State Department of Transportion (Millerton Sub-Residency) on the west and being the westerly road line of former Old State NYS Highway #534 aka NYS Route 22 the following 15 courses and distances: N 8° 59' W 55.00 feet; N 9° 56' E 18.12 feet; N 26° 28' E 55.74 feet; N 33° 55' 42" E 21.00 feet; N 33° 56' 11" E 15.00 feet; N 25° 39' 35" W 10.77 feet; N 1° 22' 06" W 23.02 feet; N 6° 38' 57" E 15.03 feet; N 19° 07' 35" W 6.32 feet; N 8° 49' 22" E 181.50 feet; N 3° 14' 10" W 315.31 feet; N 1° 15' 52" W 200.01 feet; N 4° 07' 30" W 100.18 feet; N 6° 34' 08" W 68.36 feet and N 10° 50' 38" W 147.70 feet to a point marked by an iron pin found marking the most westerly corner of the herein described parcel thence easterly and northerly partly along the remains of a wire fence and partly along a stone wall and lands of Northern Properties LLC described in document 02-2015-710 on the north and west the following 9 courses and distances: S 84° 09' E 102.86 feet; S 82° 55' E 308.07 feet; S 87° 17' E 408.87 feet to an iron pipe; N 3° 18' 25" E 641.81 feet; N 2° 42' E 567.67 feet; S 82° 06' E 462.42 feet; S 83° 23' E 279.08 feet; S 83° 07' E 182.92 to an iron pipe in a stone wall corner and N 17° 23' 35" E 201.45 feet to a point marked by an iron pipe in a stone wall corner the said point marking the most northerly corner of the herein described parcel thence easterly partly along a stone wall and partly along the remains of a wire fence and lands of Sugar Maple Farm, LLC on the north the following 5 courses and distances: S 72° 17' E 185.00 feet; S 72° 49' E 726.00 feet; S 73° 23' E 240.00 feet; S 72° 52' E 186.00 feet and S 72° 19' E 285.10 feet to a point marked by an iron pipe in a stone wall corner marking the northeasterly corner of the herein described parcel thence southerly along a stone wall and continuing along lands of Sugar Maple Farm, LLC on the east the following 4 courses and distances: S 9° 29' W 140.00 feet; S 7° 25' W 256.00 feet; S 15° 20' W 206.00 feet and S 11° 42' 40" W 207.16 feet to an iron pin found marking the northwest corner

of lands of Tuke & Farhangi thence continuing southerly partly along a line of no physical bounds and partly along a line of no physical bounds and partly along the remains of a wire fence and lands of Tuke & Farhangi on the east the following 6 courses and distances: S 10° 26' 20" W 194.05 feet to an iron pin; S 10° 26' 20" W 554.10 feet; S 5° 42' 50" W 144.00 feet; S 15° 48' 50" W 16.20 feet; S 31° 52' 50" W 33.30 feet and S 45° 49' 50" W 37.90 feet to the point or place of beginning
Containing 158.20 acres

Together with a right of way reserved in document 12-1999-8381 over the old farm road for agricultural and personal purposes (walking) over lands now of John P. Tuke & Leslie S. Farhangi.

Farmstead Area "A"

Beginning at a point marked by an iron pin in the northerly line of Coleman Station Road the said point marking the southeasterly corner of the herein described parcel and the southwesterly corner of lands of John P. Tuke & Leslie S. Farhangi described in document 02-1999-8388 and continuing from thence westerly along the northerly line of Colman Station Road the following 9 courses and distances:
S 87° 07' 53" W 82.77 feet; S 76° 27' 40" W 78.39 feet; S 75° 15' W 51.23 feet; S 72° 14' W 93.02 feet; S 67° 13' W 160.71 feet; S 69° 10' W 214.27 feet; S 70° 22' 40" W 45.46 feet; S 73° 09' 40" W 86.30 feet and S 75° 24' 40" W 50.10 feet to a point marked by an iron pin marking the southwest corner of the herein described parcel thence northerly and easterly along a line of no physical bounds and through the lands of Duncandale Farm, Inc. the following 5 courses and distances: N 13° 22' W 348.60 feet to an iron pin; N 79° 46' E 640.07 feet to an iron pin; N 77° 55 E 136.30 feet to an iron pin; N 5° 33' 30" E 460.84 feet to an iron pin and N 73° 57' E 266.43 feet to a point marked by an iron pin the said point marking the northeast corner of the herein described parcel thence southerly partly along a line of no physical bounds and partly along the remains of a wire fence and lands of Tuke & Farhangi on the east the following 5 courses and distances: S 10° 26' 20" W 554.10 feet; S 5° 42' 50" W 144.00 feet; S 15° 48' 50" W 16.20 feet; S 31° 52' 50" W 33.30 feet and S 45° 49' 50" W 37.90 feet to the point or place of beginning.
Containing 8.51 acre

Farmstead "B"

Beginning at a point marked by an iron pin in the northerly line of Coleman Station Road the said point marking the southeast corner of the herein described parcel and being located the following 4 courses and distances from the southwest corner of the herein above described Farmstead Area "A"
S 75° 24' 40" W 84.92 feet; on a curve to the left of radius 425.00 feet an arc length of 144.52 feet having a chord of S 65° 40' 10" W 143.83 feet; S 55° 55' 40" W 138.65 feet and S 59° 00' 40" W 58.65 feet to the point of beginning and continuing from thence westerly along the northerly line of Coleman Station Road the following 5 courses and distances: on a curve to the right of radius 325.00 feet an arc length of 127.53 feet and having a chord of S 70° 15' 10' W 126.72 feet; S 81° 29' 40" W 117.18 feet; S 82° 33' 40" W 208.01 feet; S 77° 48' 40" W 79.00 feet and S 76° 50' 40" W 101.25 feet to a point marked by an iron pin the said point marking the southwest corner of the herein described parcel thence northerly, easterly and southerly along a line of no physical bounds and through the lands of Duncandale Farm, Inc. the following 3

courses and distances: N 8° 23' W 152.13 feet to an iron pin marking the northwest corner of herein described parcel; N 84° 14' E 572.55 feet to an iron pin marking the northeasterly corner of the herein described parcel and S 40° 39' E 107.07 feet to the point or place of beginning. Containing 1.76 acres

EXHIBIT "B"
CONSERVATION EASEMENT

CONSERVATION EASEMENT

Between

MICHELE LEA FERRARO AND KATHLEEN C. WEATHERS

as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.,

as Grantee

Version 1

March 30, 2017
This version modifies language pertaining to the Resource Protection Areas (prohibiting structures altogether), and removes mortgage subordination language (mortgage subordination will be addressed in a separate Agreement to be filed simultaneously to this Conservation Easement)

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this _____ day of _____ 2017, by **MICHELE LEA FERRARO** and **KATHLEEN C. WEATHERS** (together the "Grantor"), having a mailing address at 235 Sharon Road, Millerton, New York, 12546 and **DUTCHESS LAND CONSERVANCY, INC.**, (the "Grantee") a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545.

WHEREAS:

A. Grantor is the sole owner of certain real property (the "Property") consisting of approximately 78.5 acres, in one (1) tax map parcel located on Sharon Road/Dutchess County Route 62 in the Town of North East, Dutchess County, New York, more fully described in the legal survey description of the property, attached hereto as "Exhibit A" and shown on the Easement Map attached hereto as "Exhibit B", and on a survey map titled "Survey Map Prepared for Dutchess Land Conservancy, Inc.", prepared by Brian Houston, Licensed Land Surveyor, dated November 10, 2016 and last revised on January 15, 2017, and filed in the Dutchess County Clerk's Office on _____as Filed Map No._____, and attached hereto as "Exhibit C".

B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).

C. The Property meets the criteria for acceptance of easements of the Grantee and is in close proximity to, and shares a common boundary with, private land which is already permanently protected by the Grantee.

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

E. Section 49-0301 of the ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state;"

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

G. The Property is located within the Taconic Mountains/Harlem Valley region, is visible from the Harlem Valley Rail Trail, and is actively farmed. The 2009 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS Plan") lists the Taconic Ridge/Harlem Valley as a high priority due to the region's high biodiversity, scenic views, thousands of acres of intact/unfragmented forest land, steeply sloping hillsides, working farm landscapes and multiple connection opportunities to land currently protected by local, State and Federal Governments, as well as private land conservation organizations. Specific target areas include prime farmland soils, and viewshed protection for the Harlem Valley Rail Trail.

The NYS Plan also identifies farmland protection as a critical component of the State's overall efforts to conserve open space, stating, "This land provides fresh produce, scenic open land, vital wildlife habitat, and the economic backbone to many communities."

H. The Property is located in an area identified as the Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the "Conservation Framework") produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland through the use of conservation easements, as means to protect the biodiversity of the Hudson River Estuary Area.

The Property is also located in an area of significant biodiversity identified by the Conservation Framework as the Harlem Valley Calcareous Wetlands, an area of valleys and ridges in the Taconic Highlands of Columbia County and Dutchess County. The high quality and diverse habitats provided by the wetland communities and adjacent upland ridge and ledge habitat support rare reptiles, waterfowl, and raptors, as well as rare plant habitats and communities, as described in the Conservation Framework.

I. The *Comprehensive Wildlife Conservation Strategy Plan* ("the CWCS Plan") prepared by New York State Department of Environmental Conservation identifies the area in which the Property is located as the Upper Hudson Basin, an ecologically vital area with high plant and wildlife diversity across a landscape that includes grasslands and agricultural habitats. The CWCS Plan identifies grasslands as critical habitats for New York State's Species of Greatest Conservation Need (SGCN). The Property contains upland meadow grassland habitat associated with agricultural areas. Grassland habitat is described in the CWCS Plan as being both natural and human created areas that support grassland species of conservation concern. Work done by the NYS DEC and New York Natural Heritage Program (NYNHP) for the Grassland Reserve Program (USDA Farm Bill) indicates that there are significant grassland habitats and associated plant and animal communities (e.g., butterflies, birds) throughout the Hudson River corridor. Furthermore, areas with significant amounts of agriculture in the Hudson Valley (Dutchess County) can provide habitat for grassland-dependent species. The CWCS Plan also identifies the top prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.

J. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners "Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts."And also recommends identifying "opportunities to create and/or build upon existing core areas of preserved farmland in each of the County's farming communities." The Plan also emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in "a loss of farm production, open space, and loss of agricultural jobs…" The Property is located within an Agricultural Priority Area in the Plan, the priority areas containing farmland identified as being important for preservation.

K. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains,

wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

L. The Property is located within Dutchess County's Agricultural District #21, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the "AML"). Section 300 states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance;"

M. The Property is located within the Western New England Marble Valley EcoRegion as described in *Chapter 6, Biological Resources and Biodiversity of Dutchess County*, written by Mary Ann Cunningham, Neil Curri, and Robert Wills for the *Natural Resource Inventory of Dutchess County* (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute.

The Western New England Marble Valleys Ecological Region is characterized by steep-sided valleys with floodplains, terraces and rolling to hilly terrain. Streams have low to moderate gradients with bedrock, boulder, cobble and sandy substrates and springs, seeps and wetlands are common with few lakes and reservoirs. Woodland habitats consist of northern hardwoods (maple-beech-birch) and species-rich transition hardwoods (maple-beech-birch, Appalachian oak-hickory forest). Hardwood species include sugar maple, white ash, basswood, bitternut hickory, hophornbeam and alternate leaved dogwood. Calcareous rock outcrops contain eastern red cedar, purple clematis and roundleaf shadbush.

Priority habitats identified in the Western New England Marble Valleys EcoRegion include contiguous forest, grassland, swamps, and streams; all habitats that exist on the Property. The

Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

N. The Property is located within the Town of North East, which adopted an Agricultural and Farmland Protection Plan (the "Farmland Plan") in May of 2010. The Farmland Plan recognizes the strong role of agriculture in the history of the Town of North East. The Farmland Plan includes as a primary goal, "Protect farmland to ensure a future for productive agriculture and to maintain the character of the community". A significant portion of the Property is engaged in active agricultural production and the Farmland Plan encourages the use of conservation easements as a means of protecting agricultural lands.

O. The Town of North East – Village of Millerton Comprehensive Plan (the "Comprehensive Plan"), completed in 1994 and adopted by the Town of North East, describes goals and objectives for the community including maintaining the rural character and scenic resources of the community (Goal #1), protecting the natural environment (Goal #3), and encouraging limited growth to keep the economy healthy (Goal #5). The Comprehensive Plan recommends that the Town's scenic and/or sensitive natural features be preserved (Nat. Res., Sec. 1). The Comprehensive Plan includes the recommendation that the Town should work with developers, landowners and regional groups to shape development by taking advantage of land use techniques such as clustering and conservation easements

P. The Property consists primarily of productive agricultural land. The Property contains approximately 23 acres of prime soils, and approximately 30 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

Q. The Property is in the watershed of the Ten Mile River which is in an area of direct drainage to the Housatonic River. The Ten Mile River drainage basin is 54 square miles and is contained within Dutchess County, Litchfield County in Connecticut to the east, and partly in Columbia County to the north. The portion of the Housatonic River Watershed in Dutchess County drains the Taconic and Berkshire Mountains and eventually empties into Long Island Sound.

R. The Property contains approximately five acres of wetlands designated on the National Wetlands Inventory by the United States Department of the Interior.

S. A portion of the Property, approximately 47 acres, is part of a "Zone I" Aquifer Recharge Area, an area of permeable deposits directly overlying the aquifer through which water can move downward with little or no natural filtration because the water is moving too quickly; and approximately 31 acres, is part of a "Zone II" Aquifer Recharge Area, an area of less permeable deposits located upgradient from an aquifer, which contributes to recharge to the aquifer through both overland runoff and groundwater flow, as defined by the *Dutchess County Water Supply Protection Program Report* prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.

T. The Property contains approximately 17 acres of woodlands that are part of a relatively unbroken tract of forest lands that extend for hundreds of acres and represents valuable habitat as a contiguous forest.

U. Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified upland meadow, upland hardwood forest, calcareous wet meadow, fens, upland shrublands, upland conifer forest, wet meadow, constructed ponds, and hardwood shrub swamp habitats on the Property, as referenced in *Significant Habitats in the Town of North East*, Dutchess County, New York, by Claudia Knab-Vispo, Kristen Bell, and Gretchen Stevens, Hudsonia Ltd., February 2008. Calcareous wet meadow and fens are specific types of wet meadow habitat that are strongly influenced by calcareous (calcium-rich) groundwater or soils. These conditions favor the establishment of a diverse native plant community that is likely to support species-rich invertebrate communities which lead to high biodiversity.

V. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a grant of $291,350 toward the total project costs of acquiring a perpetual conservation easement on the Property pursuant to grant contract number C--------- pursuant to Article 25-AAA of the Agriculture and Markets Law, and as a condition to the Department of Agriculture and Markets participation, the Department of Agriculture and Markets is granted a role as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions as provided in Section 20 below, and a right to be notified of the re-use of proceeds resulting from an extinguishment of this Conservation Easement as provided in Section 31 below.

W. Dutchess County is a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York (the "County"), The County has authorized a grant through the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program to partially fund the purchase of this Conservation Easement. The grant is in the amount of Sixty-Nine Thousand, Three Hundred Dollars ($69,300) and as a condition to the County's participation, the County is granted a third-party enforcement right in this Conservation Easement and a right to claim a portion of the proceeds resulting from an extinguishment of this Conservation Easement as provided in Section 31 below.

X. The Grantors have agreed to a bargain sale of the conservation easement by donating a portion of its value.

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

NOW, THEREFORE, in consideration of the foregoing, Three Hundred Sixty-Two Thousand, Nine Hundred Dollars ($362,900) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

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

2. **Purpose.**
The Primary Purpose of this Easement is to conserve Viable Agricultural Land by preventing the conversion of the Property to non-farm uses, except for those allowed herein. In achieving such prevention the Property shall be forever reserved for continued Agricultural Use. All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the Primary Purpose of this Easement.

The Secondary Purposes of this Easement include: to conserve the scenic, open, wooded, and natural character of the Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Property. The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the conservation purposes of this Easement.

3. **Implementation.**
This Easement shall be implemented by limiting and restricting the non-agricultural development and non-farm use of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. This Easement and the administration of its provisions shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

4. **Definitions.**

4(a). **Accessory Apartment:** a dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or accessory to, and located on the same lot as, a Principal Residence.

4(b). **Accessory Residence:** a Residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.

4(c). **Accessory Structure:** a Structure that is incidental and subordinate to the Principal

Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to, a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.

4(d). **Agricultural Structure or Improvement:** a Structure or Improvement built for the purpose of, or utilized for, Agricultural Uses. An Agricultural Structure or Improvement shall include, but is not limited to, a customary barn, shed, greenhouse, animal shelter and equestrian facility. An Agricultural Structure may contain facilities or uses directly related to Agricultural Use, such as a farm office and bathroom facility, but may not be used for human habitation except as specifically permitted by this conservation easement.

4(e). **Agricultural Use:** those activities necessary to:

(i.) produce "Crops, Livestock and Livestock Products"; or

(ii.) use the Property as a "Farm Operation" to the extent permitted by this Easement; or

(iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or

(iv.) manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is described in a Conservation Plan.

4(f). **Commercial Uses:** Any use or activity undertaken for for-profit business purposes, including but not limited to the Agricultural and Forestry Uses permitted herein. Membership Clubs and activities in which obtaining a financial benefit is incidental to the purpose of the activity, such as hobbies, shall not be considered Commercial Uses.

4(g). **Conservation Plan:** an Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.

4(h). **Crops, Livestock and Livestock Products:** as defined in Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(i). **Farm Labor Housing:** dwellings or structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm owner and/or operator, the worker is an essential employee of the farm owner and/or operator employed in the operation of the farm and the farm worker is not

a partner or owner of the Farm Operation. A structure used as the primary residence of a farm owner and/or operator is not "Farm Labor Housing".

4(j). **Farm Operation:** as defined in Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(k). **Footprint Area:** the area of a Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by impervious surfaces.

4(l). **Forestry Uses:** gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other products or for water quality, wildlife habitat and other conservation purposes. *See Section 14.*

4(m). **Grantor:** the original Grantor and their heirs, successors and assigns.

4(n). **Grantee:** the original Grantee and its successors and assigns.

4(o). **Height:** the measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

4(p). **Impervious Surfaces:** Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; structures whose principal purpose is to protect soil and water resources, such as manure storage areas; Structures with dirt floors; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.

4(q). **Improvement:** anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines.

4(r). **Industrial Uses:** Commercial Uses that involve the manufacture, assembly, treatment,

processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Customary Home Occupations as permitted by this Easement.

4(s). **Institutional Uses:** uses that provide services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.

4(t). **Membership Club:** a facility catering exclusively to members and their guests, which may be conducted outdoors and/or within permitted Structures for social and recreational purposes.

4(u). **Owner:** any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.

4(v). **Principal Residence:** the primary or main Residential Dwelling on the Property, typically occupied by the Owner or farm operator and family when the Owner is in residence on the Property.

4(w). **Recreational Uses:** personal or commercial activities conducted for the enjoyment of the participants including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. For purposes of this definition, Recreational Uses shall not include golf courses and ranges.

4(x). **Renewable Energy Facilities:** Structures or Improvements for the generation of energy from renewable resources, including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol. *See Section 10(h).*

4(y). **Residential Dwellings:** dwellings or structures used for residential purposes, together with accessory Improvements, including but not limited to, single-family and multi-family dwellings, Accessory Residences, apartments, "in-law" apartments or houses, tenant/guest apartments or houses and Farm Labor Housing, whether or not the structure(s) are used as the primary residence of a farm owner and/or operator.

4(z). **Rural Enterprises:** commercial activities conducted on the Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist's studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and beauty salon.

4(aa). Structure: any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Structure, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool.

4(bb). The following **"Use Areas"** are defined for the Easement and depicted on Exhibit B attached hereto:

Farmstead Area: an area that centers on existing farm structures or future planned structures, including Residential Dwellings.

Resource Protection Area: an area that contains unique or special natural features including, but not limited to prime and statewide important farmland soils, streams, wetlands, woodlands/forestlands, habitat and their supporting buffer lands.

Rural Enterprise Area: an area that centers on existing farm structures or future planned structures and differs from a Farmstead Area only in that Residential Dwellings or any other residential use other than Farm Labor Housing are not allowed.

Farm Area: the remaining area of the Property. The Farm Area contains those resources most worthy of protection, including but not limited to, prime and statewide important farmland soils, streams and wetlands, woodlands, habitat, scenic views and steep slopes. The protection of these areas is most important in promoting the conservation purposes of this Easement.

4(cc). Viable Agricultural Land: land highly suitable for a Farm Operation.

5. **Restrictions Applicable to the Property**. By this Conservation Easement, the Grantor agrees to restrictions that apply to the entire Property as set forth in this Easement. The Grantor may take certain actions relating to the Property as permitted by this Easement, and may take certain actions only after giving the Grantee prior notice and/or obtaining the Grantee's prior consent, as set forth herein. No Structures or Improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Conservation Easement may be expanded or replaced consistent with the restrictions set forth in this Conservation Easement and may be reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement, and does not build a new Structure or Improvement in the same location, the Grantor shall restore the site to a relatively natural condition with suitable landscaping and re-vegetation and grading that matches the natural contours of the land, unless the Grantee otherwise consents.

6. **Use of Property**. Except as provided specifically herein, the Property shall be used solely for residential, Agricultural, Recreational, and Forestry Uses. Commercial Uses of the Property shall be limited to commercial Agricultural Use, commercial Forestry Use, and Rural Enterprises that are consistent with the purposes of this Conservation Easement. No Industrial Use of the Property

is permitted and no Institutional Use of the Property is permitted, except with the prior consent of the Grantee.

7. Reserved Rights Retained by Grantor.

Grantor reserves all customary rights and privileges of ownership, including the right of exclusive use, possession and enjoyment of the Property, the rights to sell, lease, mortgage, and devise the Property. In addition, Grantor reserves other rights compatible with the Purpose set forth in Section 2 ("Purpose") that are not specifically prohibited or limited by this Easement and which do not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and occurring without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

7(a). Right to Use Property for Agricultural Uses.

Grantor has the right to engage in Agricultural Use of the Property and to use the Property as a Farm Operation provided that any processing, marketing or retailing of any Crops, Livestock and Livestock Products and that any similar activities involving any processed product associated with crops or livestock are not permitted on the Farm Area. As used in this Section 7(a), "processing" shall not include activities involving non-industrial processes such as (i) boiling maple sap or (ii) grinding and mixing of any materials that result in feed for the livestock kept on the Property or on other properties owned or operated by the Grantor, provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. Said farming practices shall be carried out consistent with the Conservation Plan and in accordance with sound agricultural practices, which are practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way. Storage of petroleum products and chemicals and unused machinery kept for replacement parts, shall be permitted, only if it is integral to the Farm Operation.

7(b). Right to Use Property for Rural Enterprises.

Grantor has the right to operate otherwise lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, such Rural Enterprises must be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

7(c). Right to Use Property for Recreational Uses.

Grantor retains the right to use the Property for Recreational Uses, subject to the

limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, Recreational Uses must be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

8. Conservation Plan.

Grantor and Grantee recognize that changes in economic and environmental conditions, in agricultural technologies, in accepted farm management practices and in the Farm Operations of Grantor may result in changes in the Agricultural Uses of the Property. It is the intention of this Easement to maintain Grantor's discretion to employ its choices of farm uses and management practices so long as those uses and practices are conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with a Conservation Plan prepared by a qualified conservation professional or by the local Soil and Water Conservation District in cooperation with the Grantor. Further, all farm uses and farming practices identified in the Conservation Plan shall be consistent with the Purpose of this Easement and shall be only those not specifically prohibited by this Easement. The Conservation Plan shall identify and address potential adverse environmental impacts of agricultural activities, as well as enhance the agricultural productivity and economic viability of the Property. The Conservation Plan shall be updated periodically and whenever the Farm Operation changes substantially. Upon request, Grantor shall provide a copy of the most current Conservation Plan to Grantee.

9. Access.

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

10. Construction of Buildings and Other Improvements.

The Property consists of four (4) Use Areas as further described in the Baseline Documentation Report (referenced in Section 22 herein) and identified on the Easement Map attached hereto as Exhibit B: 1) the Farmstead Area, 2) the Rural Enterprise Area, 3) the Farm Area and 4) the Resource Protection Area. Grantor may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvement to the Property within the Farmstead Area and other Use Areas only as provided in this Easement and set forth below.

10(a). Impervious Surfaces.

It is the intention of this Easement to limit the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may be constructed or placed on up to a maximum of five percent (5%) of the Farm Area and without limitation within the designated Farmstead Area and within the designated Rural Enterprise Area. Impervious Surfaces are prohibited in any designated Resource Protection Area.

10(b). Fences.

Customary fences such as wire, board, or post and rail, and other fencing may be erected, repaired and replaced anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, safety and general management and to prevent

trespassing on the Property. Fencing unrelated to Agricultural Use of the Property may not impair the views of the Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 18(a).

10(c). Agricultural Structures and Improvements.

Agricultural Structures and Improvements are those Structures and Improvements in which any Agricultural Use is conducted therein. Such Structures and Improvements may be placed or constructed on the Property in accordance with the provisions of this Section 10(c) and may be repaired, removed, enlarged and replaced at their respective locations, subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Area and Rural Enterprise Area: Without permission of Grantee, Agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within the designated Farmstead Area and designated Rural Enterprise Area.

Resource Protection Area: Without permission of Grantee, temporary equipment used in support of Agricultural Uses, such as irrigation equipment to provide water for crops or livestock, may be placed in the Resource Protection Area, provided that its use is consistent with the conservation purposes of this easement. With permission of Grantee pursuant to Section 18(a), Grantor may place or construct Agricultural Structures and Improvements that do not exceed a Footprint Area of 150 square feet, a Height of 15 feet, and an aggregate of 300 square feet in Footprint Area within the Resource Protection Area. Such Agricultural Structures shall not contain Impervious Surfaces. Structures and Improvements existing at the time of this Easement may be repaired and replaced. No Residential Dwellings are permitted within the Resource Protection Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Agricultural Structures and Improvements on up to two percent (2%) of the Farm Area without permission of Grantee. However, no land, building, Structure or Improvements on the Farm Area shall be used for the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no other similar activities involving processing crops or livestock shall be permitted on the Farm Area. As used in this Section 10(c), "processing" shall not include non-industrial activities with minimal impact, such as (i) boiling maple sap or (ii) grinding and mixing of any materials that result in feed for the livestock kept on the Property or on other properties owned or operated by the Grantor, provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. With permission of Grantee, subject to review and a determination that Structures and Improvements cannot reasonably be placed within the Farmstead Area, Grantor may place or construct Agricultural Structures and Improvements related to the Farm Operation that would cover up to an additional three percent (3%) of the Farm Area with Impervious Surfaces. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage and any impacts to prime soils and soils of statewide importance.

10(d). Residential Dwellings.

Residential Dwellings may be placed or constructed on the Property in accordance with the provisions of this Section 10(d). Each such Residential Dwelling may be repaired, removed, enlarged and replaced at its respective location. Residential Dwellings shall be compatible with the Purpose of this Easement and shall not interfere with the Agricultural Uses of the Property.

Farmstead Area: Without permission of Grantee, Residential Dwellings, together with Accessory Structures and Improvements, are permitted within the designated Farmstead Area, subject to any applicable local, state or federal laws and regulations.

Principal Residence. No more than one single family Principal Residence shall be permitted on the Property. As of the date of this Easement one (1) such Principal Residence exists on the Property with an approximate Footprint Area of 2,500 square feet. No additional Principal Residence may be constructed unless the existing Principal Residence is removed or converted to another permitted use under this easement. No new, existing or replacement Principal Residence shall be built or expanded with a Footprint Area greater than 4,000 square feet.

Accessory Residence. No more than one (1) detached Accessory Residence shall be permitted on the Property. As of the date of this Easement, no such Accessory Residence exists on the Property. At no time shall there be more than one Accessory Residence on the Property, and an Accessory Residence shall not exceed a Footprint Area of 3,000 square feet. The Accessory Residence may not be sold separately from the Principal Residence.

Accessory Apartments. Accessory Apartments may be located within any permitted Structure, and if located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in this Section 10. As of the date of this Easement, no such Accessory Apartment exists on the Property. No Accessory Apartment may be sold separately from the Principal Residence.

Farm Labor Housing. Farm Labor Housing as defined in Section 4, is permitted as detached Residential Dwellings and Accessory Apartments, subject to limitations as described in this Section 10(d) hereof. As of the date of this Easement, no such Farm Labor Housing exists on the Property. No Farm Labor Housing unit may be sold separately from the Principal Residence.

Rural Enterprise Area: Rural Enterprises, as described in Section 10(e) and Recreational Uses shall be permitted in the Rural Enterprise Area without permission of the Grantee. No Residential Dwellings, except those used exclusively for Farm Labor Housing, are permitted within the Rural Enterprise Area. With prior notice to the Grantee, pursuant to Section 18(a), Structures and related Improvements used for agritourism-related "farm stays," in which the Grantor provides temporary accommodation for a fee on a working farm for purposes of engaging the public in agricultural experience and education, are permitted within the Rural Enterprise Area. No Structure used for agritourism uses shall exceed a Footprint Area of

800 square feet and a Height of 20 feet. All such agritourism Structures shall not exceed a Footprint Area of 2,400 square feet in the aggregate. Such Structures shall operate independently of traditional public utility services such as municipal water supply, sewer, or natural gas,, unless otherwise required by municipal zoning or building codes. Such structures shall not be used for permanent habitation except as Farm Labor Housing. Such Structures, which may include cabins, yurts, and small cottages which may or may not be on wheels, may contain sanitation facilities such as a composting toilet, and may contain a small kitchenette serviced by propane or other similar fuel and/or Renewable Energy Facilities as approved by the Grantee, pursuant to Section 10(h) herein.

Resource Protection Area: Residential Dwellings, including those for Farm Labor Housing, are prohibited within the designated Resource Protection Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), and with permission of the Grantee pursuant to Section 18(a), Grantor may place or construct Residential Dwellings to be used exclusively for Farm Labor Housing on up to one-quarter of one percent (0.25%) of the Farm Area, if proven necessary to conduct Farm Operations. Such farm Labor Housing/Residential Dwellings may be placed on footings or slabs but shall not include excavated foundations. No new, existing or replacement detached Farm Labor Housing Unit shall be built or expanded to exceed a Footprint Area of 2,500 square feet. The land on which these dwellings, structures and improvements stand shall not be subdivided, except as permitted in Section 13 ("Subdivision").

10(e). Rural Enterprises.

Rural Enterprises may only be established and carried out within the designated Farmstead Area and designated Rural Enterprise Area. Such uses and any necessary Structures or Improvements, shall be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property. Permitted Rural Enterprises shall not include those that market non-agricultural petroleum or chemical products. Rural Enterprises shall not include the operation of a use that involves the handling of hazardous substances, such as a junk yard or gas station, unless such use is an integral part of the Farm Operation. The land on which Structures and Improvements for Rural Enterprises is located shall not be subdivided, except as permitted in Section 13 ("Subdivision").

10(f). Structures and Improvements associated with Recreational Uses.

Structures and improvements associated with Recreational Uses are permitted on the Property in accordance with the provisions of this Section 10(f), and subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), so long as such Structures and Improvements are compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property. No Structures or Improvements associated with Recreational Uses shall impair in any way the Agricultural Use of the Farm Area. Structures and Improvements may be repaired, removed, enlarged and replaced subject to the Impervious Surface coverage limitations set forth in Section 10(a)

("Impervious Surfaces").

Farmstead Area and Rural Enterprise Area: Without permission of Grantee, Structures and Improvements associated with Recreational Uses are permitted within a designated Farmstead Area and Rural Enterprise Area.

Resource Protection Area: Structures and Improvements associated with Recreational Uses are prohibited within the designated Resource Protection Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), with permission of Grantee pursuant to Section 18(a), Grantor may enlarge existing or construct or place new permanent Structures and Improvements associated with Recreational Uses in the Farm Area up to an aggregate of one thousand (1,000) square feet in Footprint Area All Structures and Improvements associated with Recreational Uses shall be located in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(g). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Purpose of this Easement, subordinate to the Agricultural Use of the Property and located in a manner that minimizes the impact to prime soils or soils of statewide importance and to any Resource Protection Area.

10(h). Renewable Energy Facilities.

With permission from the Grantee pursuant to Section 18(a), facilities for the generation of energy from renewable resources for non-Commercial Use, other than as permitted in Section 10(d), principally on the Property, may be built. Such Structures shall be permitted in the Farm Area only if the activity is limited and localized in impact affecting no more than two percent (2%) of the Farm Area at one time, and shall be prohibited in the designated Resource Protection Area. Grantor and its assigns, agents, and lessees shall comply with any applicable New York State Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. Grantor shall provide to Grantee the design, location, size, Height and output of any such facilities and such Structures shall conform with federal, state and local laws. Excess energy generated beyond what is required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws.

11. Maintenance and Improvement of Water Sources.

Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or

flooding, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the Conservation Plan is in accordance with sound agricultural practices (as described in Section 7(a)), is compatible with the Purpose of this Easement, and is carried out in accordance with applicable local, state and federal laws and regulations. Grantor may maintain berms, dams, water control Structures, and drainage ways existing at the time of this Easement as documented in the Baseline Documentation Report described in Section 22 below. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 18(a).

12. Water Rights.

Grantor may use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property in accordance with applicable local, state and federal laws and regulations, subject to any pre-existing spring water rights held by neighboring property owners. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

13. Subdivision.

The Property is currently comprised of one (1) tax map parcel owned by the Grantor.
There shall be no subdivision of the Property into further parcels or lots for the purpose of conveyance into separate ownership. Lot line adjustments which do not create additional building lots may be permitted with the prior consent of the Grantee pursuant to Section 18(a), and provided that the portion of the Property being conveyed will be used for Agricultural Uses and not to create an additional building lot. No such lot line adjustment shall affect the use of the Property permitted by this Conservation Easement or the calculation of the number, square footage or character of Structures permitted by this Conservation Easement. Land that has been restricted by this Conservation Easement shall not be included in the calculation of the lot size or density of any other parcel if such calculation would increase the permissible lot yield or density of such parcel. Property dividing lines shall be located to avoid fragmentation of prime and important agricultural soils, unless the Grantee otherwise provides permission pursuant to Section 18(a).

14. Clearing of Trees and Vegetation.

All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources and there shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

14(a) Permitted Removal of Trees. Trees may be removed which endanger public safety, are diseased, damaged or fallen, need to be cleared to ensure the health of other trees, or in connection with the construction of permitted Structures and Improvements subject to the restrictions set forth in this Section 14. New clearings in connection with the construction of permitted Structures or other Improvements shall not exceed three acres in the aggregate for the Property. Clearing of trees in the Farm Area in connection with the construction of permitted Structures and Improvements shall require permission of the Grantee pursuant to Section 18(a).

14(b) Clearing with Prior Consent. New open spaces for agriculture may be created with permission of the Grantee pursuant to Section 18(a).

14(c) Forestry. Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources with the permission of the Grantee pursuant to Section 18(a). Commercial forestry (i.e. forestry conducted primarily for the harvesting and sale of forest products) shall be conducted in accordance with a forestry management plan approved by the Grantee, except that for properties enrolled under the NYS 480-a program, noted herein as (3) below, the Grantee shall only require notice to ensure consistency with the Purpose of the Easement, pursuant to Section 18(b), along with a copy of the plan required by New York State in connection with the Section 480-a program. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (if applicable); (3) logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs).

15. Mining, Transmission Lines, Pipelines and Landfills.

There shall be no surface or subsurface mining or quarrying on the Property. However, in compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A-14(g)(4) of the Treasury Regulations, as amended, the Grantor may utilize sand and gravel located on the Property solely for use on the Property provided that the use has limited, localized impact on the Property and provided that the use is not destructive of the Purposes of the Easement pursuant to Section 2 herein. No telecommunications towers or associated antennas may be placed on the Property except with the permission of the Grantee pursuant to Section 18(a). There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the Structures and Improvements allowed by this Easement.

16. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads for residential driveways, barnyards, farm markets or other improvements necessary to provide access to, and parking for, permitted buildings or improvements, or to conduct other activities permitted by this Easement. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance.

17. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agricultural waste or biodegradable material described in this paragraph. Without permission of Grantee, Grantor may (i) store, compost, apply

or inject agricultural waste or biodegradable material; (ii) store old farm equipment to be used for parts; (iii) temporarily store trash or household waste in receptacles for periodic off-site disposal and (iv) compost or re-use biodegradable materials generated off the Property for use on the Property or commercial use or sale. All such activities shall be conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with the Conservation Plan and all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with buildings permitted on the Property is permitted by this Easement.

18. Permission of and Notice to Grantee.

The prior written permission of and/or notice to the Grantee is required for certain actions as specifically set forth in this Easement. To request the written permission of the Grantee and/or to provide notice, the Grantor shall submit plans and a description of the proposal in accordance with Section 36 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the purposes and restrictions of this Easement. The Grantor shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required. The Grantee may waive review of and consent to any Structure, Improvement or alteration, which it deems to be insubstantial.

18 (a). Standards and Timetable for the Grantee's Permission.

Where the Grantee's written consent is required, the Grantee shall grant or withhold its consent in writing within 35 days of receipt of the Grantor's request for consent accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold consent only upon a reasonable determination by the Grantee that the Grantor's proposal would be inconsistent with the purposes or specific provisions of this Easement. The Grantee may grant its consent subject to reasonable conditions which must be satisfied. If the Grantee fails to act within 35 days of receipt of plans and materials it deems sufficient for its review, consent shall be deemed granted unless the Grantor consents to a longer period of time for review and discussion with the Grantee. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the consent of the Grantee.

18(b). Standards and Timetable for the Giving Notice to Grantee.

Where prior notice is required, the Grantor shall give the Grantee at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement or any significant landscape alteration. Prior to any activity described herein, the Grantor shall submit sufficient information to enable the Grantee to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the purposes and restrictions of this Conservation Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or Improvement. If Grantee does not object in writing by giving notice to Grantor within 35 days, Grantor may proceed without further action by Grantee.

19. Ongoing Responsibilities of Grantor and Grantee.
Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as owner of the Property, including, but not limited to, the following:

19(a). Taxes.
Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

19(b). Upkeep and Maintenance.
Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Property.

19(c). Liability and Indemnification.
Grantor agrees to indemnify and hold Grantee and the State of New York, Department of Agriculture and Markets harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

20. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.
Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets shall perpetually retain the right to intervene on any of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

(i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement –
   a. Agricultural Use,
   b. Conservation Plan,
   c. Crops, Livestock and Livestock Products,
   d. Farm Labor Housing,
   e. Farm Operation,
   f. sound agricultural practices (as described in Section 7(a)), and
   g. Viable Agricultural Land;

(ii.) advise the Grantor and Grantee of the State's interpretation of the Purpose of this Easement; and

(iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department

would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purpose(s) of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the New York State Department of Agriculture and Markets for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the New York State Department of Agriculture and Markets, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall preempt or prohibit the Grantor or the Grantee from requesting mediation pursuant to Section 26 ("Dispute Resolution") or to otherwise diminish Grantee's rights under Section 24 ("Enforcement").

21. Extinguishment of Development Rights.

Except as otherwise reserved to the Grantor in this Easement, all non-agricultural development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

22. Baseline Documentation.

By its execution of this Easement, Grantee acknowledges that the present uses of, and related structures and improvements on the Property are permitted by this Easement. In order to evidence the present condition of the Property so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report (the "Report"), including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties, and a copy thereof has been delivered to Grantor and a copy will be kept on file with Grantee. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

23. Right of Inspection.

Grantee shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required.

Representatives of the New York State Department of Agriculture and Markets and the County, pursuant to Section 25 below, shall have the same right of inspection.

24. Enforcement.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purpose of this Easement, Grantee may bring an action to enjoin the violation.

Grantee shall also be entitled to seek the following remedies in the event of a violation: 1) money damages, including damages for the loss of the resources protected under the Purpose of this Easement; and 2) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and occurring without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

25. Third Party Enforcement Rights.

The County of Dutchess (the "County"), a New York municipal corporation having an office and a mailing address at 22 Market Street, Poughkeepsie, New York, 12601, and its successor agency shall have the right to enforce a material violation of this Easement subject to the following provisions.

25(a). Prior to commencing an enforcement action, the County must first notify Grantee and Grantor, give Grantee thirty (30) days to take appropriate action, including commencing an enforcement action, and give Grantor thirty (30) days from the receipt of such notice to cure the violation.

25(b). If the County determines that Grantor is diligently proceeding to cure the violation or, if not, that Grantee is taking appropriate action and/or diligently prosecuting an enforcement action in good faith, it shall not have a right to take legal action for the same violation of this Easement unless pursuant to a written request by Grantee.

25(c). In any case, where a court finds that a violation has occurred, Grantor shall reimburse the County for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this clause shall diminish the Grantee's rights under Section 24 ("Enforcement") or this Section 25 ("Third Party Enforcement Rights").

26. Dispute Resolution.

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purpose of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantor and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

As an alternative to the mediation described above or as an initial step prior to initiating the mediation described above, either party may request mediation pursuant to Section 20 ("State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Implementation of Provisions"). However, any mediation conducted under Section 20 shall not preempt or prohibit the mediation allowed under this Section 26. Furthermore, nothing in this clause shall diminish Grantee's rights under Section 24 ("Enforcement").

27. Assignment of Easement.

Grantee shall have the right to assign this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or a "not-for-profit conservation organization" as defined by Article 49 of the ECL or a "qualified organization" under Section 170(h) of the Code or a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor and the New York State Department of Agriculture and Markets must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets must approve the choice of any new non-governmental organization or public agency designated as "Grantee."

28. Sale, Transfer and Subdivision of the Property.

28(a). Required Language in Future Deeds, Mortgages and Leases. Any subsequent

conveyance of any interest in the Property, including, without limitation, any transfer, lease or mortgage of the Property or any parcel thereof, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to an Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Easement dated _(month/day/year)__ and recorded in the Dutchess County Clerk's Office on _____, ____ at Document # _____." The failure to include such language shall not affect the validity or applicability of this Easement.

28(b). Notice and Effect of Lot Line Adjustment. Prior to any lot line adjustment of the Property (as permitted by the terms of this Easement) into two or more parcels of land having differing ownership, the conveying owner or owners shall give notice of such conveyance to the Grantee. After any such lot line adjustment, this Easement shall be deemed to create separate conservation easements on each such parcel, references in this Easement to the Property shall be deemed to refer to each such parcel, references to the owner or owners of the Property shall, as to each such parcel, be deemed to refer to the owner or owners of such parcel, and no owner of any parcel shall have any responsibility or liability to the Grantee for any violation of this Easement which may occur on any other parcel of the Property.

28(c). Allocation of Permitted Structures. In any deed of conveyance of a portion of the Property, the Grantor thereof shall, if appropriate, allocate to the portion being conveyed the right to build a specified square footage of Structures or Improvements whose total number or square footage is limited by this Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Grantor immediately prior to such conveyance. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted Structures and Footprint Area in the deed of conveyance. Such provision shall be approved by the Grantee pursuant to Section 18(a).

28(d). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors but which shall not exceed an amount equal to one hundred dollars ($100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is required in recognition of the Grantee's continuing obligation to monitor and enforce this Easement, to devote staff time to updating Grantee's records and monitoring program, to introduce new owners to the purposes and provisions of this Easement, and to perform other Grantee responsibilities required under the Easement in connection with a transfer of ownership. The purpose of this fee is to benefit the community, the Property and the owners of the Property by ensuring continuity in the administration of this Easement. The Grantor agrees to incorporate this transfer fee requirement in the terms of any agreement of sale for any portion of the Property and to familiarize the buyer with such terms prior to the sale.

28(e). Conservation Easement Binding on Future Owners and Others. The provisions of this Easement shall run with the land and shall be binding on each owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term "owner" shall include the owner of any beneficial equity interest in the Property, but this sentence shall not impose personal liability on any such beneficial owner except to the extent such beneficial owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

28(f). Discharge of Owner Upon Transfer. In the event any owner transfers fee ownership of all or any portion of the Property, such owner shall be discharged from all obligations and liabilities under this Easement with respect to such portion transferred, except for acts or omissions which occurred during such owner's period of ownership.

29. Amendment of Easement.

This Easement may be amended only with the written consent of Grantee and the then current Owner of the Property and with the written approval of the New York State Department of Agriculture and Markets. Any such amendment shall be consistent with and have a neutral or positive effect on the Purpose of this Easement and shall comply with the ECL and any regulations promulgated thereunder, Such amendment shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. Any such amendment to this Easement shall be duly recorded.

30. Extinguishment of Easement.

At the mutual request of Grantor, Grantee, and the New York State Department of Agriculture and Markets, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Purpose of this Easement described in Section 2 ("Purpose"), extinguish or modify this Easement in accordance with applicable law. The mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain makes it impossible to continue use of all or such portion of the Property for the Purpose of this Easement as described in Section 2 ("Purpose") herein, the restrictions may be extinguished as to any such portion so condemned by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion (pursuant to this Section) by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 31 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies times the percentage determined under Section 31.

31. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment or partial extinguishment or proceeds from a sale or other disposition of the Property as contemplated in Section 30 ("Extinguishment of Easement"). That monetary value is determined as follows: multiply *(a)* times *(b)*, where –

(a) = the Grantee's Proportionate Share, and

(b) = the value of that portion of the Property no longer encumbered by this Easement as the result of the extinguishment.

Grantee's Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. For this Easement, the Grantee's Proportionate Share is forty-four percent (44%), and shall remain constant, subject only to reasonable adjustment to the extent permissible under Section 170(h) of the Code for any improvements which may hereafter be made on the Property).

With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner compatible with the Purpose of this Easement. Prior to such re-use, Grantee must provide written notification to the New York State Department of Agriculture and Markets and to the Dutchess County Agricultural and Farmland Protection Board. Grantee shall be entitled to 79.5% of the Proportionate Share referenced above, and acknowledges the contributions and corresponding Proportionate Share of the County as described below.

Because the County contributed 20.5% of the funds toward the purchase price of this Easement, it shall be entitled to 20.5% of the Proportionate Share referenced above. The County hereby acknowledges this entitlement by signing the attached Acknowledgment. The County also acknowledges that Grantee's share (which is based upon the State's contribution toward the project costs of acquiring this Easement) is 79.5% of the Proportionate Share referenced above.

32. Interpretation.

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. This Easement shall be liberally construed to effect the Purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix A, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

33. Recitals and Exhibits Incorporated Herein.

Any and all recitals in this Easement are agreed by the parties to be accurate, are incorporated into this

Easement by this reference, and shall constitute integral terms and conditions of this Easement. Any and all exhibits and addenda attached to and referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

34. Successors.

Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

35. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

36. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; 3) if to any subsequent owner, at the address of the Property; or 4) if to New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235. Any party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 36.

37. Title.

The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Easement; that the Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

38. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

39. Subsequent Encumbrances.

The grant of any easements or use restrictions is prohibited, except with the permission of Grantee pursuant to Section 18(a). This shall not preclude the placing of an additional restriction, without permission of Grantee, to maintain the Property's affordability for Agricultural Use by farmers. Such additional restriction may take the form of an affordability covenant or a Preemptive Right to Purchase for Agricultural Use. Any future encumbrances shall be consistent with the primary Purpose of this

Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

40. Grantor's Environmental Warranty.

Grantor warrants that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to hold harmless, defend, and indemnify Grantee and New York State Department of Agriculture and Markets against and from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, or the New York State Department of Agriculture and Markets to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

41. Duration of Easement.

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

42. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 29 ("Amendment of Easement").

43. Waiver.

No waiver by Grantee of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by Grantee.

44. Binding Effect.

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or Owner with respect to such Property for purposes of this Easement and shall have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

45. Lien Law.

This conveyance is made subject to the trust fund provisions of Section Thirteen of the New York Lien Law.

46. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

GRANTOR:

_____

Michele Lea Ferraro

_____

Kathleen C. Weathers

GRANTEE: DUTCHESS LAND CONSERVANCY, INC.

_____

Rebecca E.C. Thornton
President

State of New York)

County of Dutchess), ss:

On the _____day of _____ in the year 2017 before me, the undersigned, personally appeared **Michele Ferraro**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Signature/office of individual taking acknowledgement

State of New York)

County of Dutchess), ss:

On the _____day of _____ in the year 2017 before me, the undersigned, personally appeared **Kathleen Weathers**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Signature/office of individual taking acknowledgement

State of New York)

County of Dutchess), ss:

On the _____day of _____ in the year 2017, before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his capacity), and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT

For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Conservation Easement, and Acceptance of the Role of Third Party Right of Enforcement

DUTCHESS COUNTY

By: _____
Marcus J. Molinaro
County Executive

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Marcus J. Molinaro** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

APPENDIX A
DEPARTMENT CLAUSES

- required "WHEREAS" provisions ("D," "E," "F," "J," "L," "N," and "P")
- "Purpose"
- "Implementation"
- "Definitions": "Agricultural Use," "Conservation Plan," "Crops, Livestock and Livestock Products," "Farm Labor Housing," "Farm Operation," and "Viable Agricultural Land."
- "State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions"
- Other miscellaneous policies: "Impervious Surfaces," "Land Disturbances Associated with Non-Agricultural Activities," "sound agricultural practices," "Proceeds" and "Interpretation

EXHIBIT "C"
FINCANCIAL WORKSHEET

FI CIAL WORKSHEET (1) - Perpetual Conservation Easement Pr

LTorEQto29K - Project Budget for FPIG Proposal (≤ $29,000/A for development rights)

FPIG Project Budget

Farmland Protection Implementation Project Involving a Perpetual Conservation Easement

Farm Name: Caora Farm **Applicant:** Dutchess Land Conservancy, Inc.

Estimated Acres to be Permanently Protected = 78.5000

Value of Development Rights = $ 369,000 $ per acre = $ 4,701 **If value is greater than $29,000/acre, use FINANCIAL WORKSHEET (2).**

	Estimated Costs [1]	FUNDING SOURCES: State Contribution [2]	Municipal Government: County (cash) [3]	County (in-kind)	Town (cash) [4]	Town (in-kind)	Other [5]: (cash)	(in-kind)	Sum of Funding Sources (cash) [6]	Sum of In-Kind Contributions [7]	Landowner Contribution [8]	Proposed Purchase Price of Conservation Easement [9]
LAND COSTS												
Value of Development Rights	$ 369,000	$ 268,600	$ 69,300		$ -		$ 25,000		$ 362,900		$ 6,100	$ 362,900
TRANSACTION COSTS												
Title Insurance	$ 1,671	$ -	$ -		$ -		$ 1,671.00		$ 1,671		$ -	
Survey(s)	$ 8,500	$ -	$ -		$ -		$ 8,500.00		$ 8,500		$ -	
Appraisal	$ 2,200	$ -	$ -		$ -		$ 2,200.00		$ 2,200		$ -	
Project Partners' Staff Time [10] (e.g., contract administration, project management, outside easement expertise, etc.)	$ 10,000	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ -	$ -	
Outside Legal Fees (if any)	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000	$ -	$ -	
Recording Fees	$ 250	$ 250	$ -		$ -		$ -		$ 250	$ -	$ -	
Stewardship Fee [11]	$ 10,000	$ 10,000	$ -		$ -		$ -		$ 10,000		$ -	
Baseline Documentation Report	$ 2,500	$ 2,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,500	$ -	$ -	
Other transaction cost [12]:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Other transaction cost [12]:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Other transaction cost [12]:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Subtotal =	$ 40,121	$ 22,750	$ -	$ -	$ -	$ -	$ 17,371.00	$ -	$ 40,121	$ -	$ -	
									$ 40,121	$ -		**Local Match Total [14]**
TOTAL PROJECT COSTS	$ 409,121	$ 291,350	$ 69,300	$ -	$ -	$ -	$ 42,371	$ -	$ 403,021	$ -	$ 6,100	$ 117,771
Percentage of Total Project Cost from Each Contributor [13]		71.2%	16.9%	0.0%	0.0%	0.0%	10.4%	0.0%			1.5%	28.8%
Auto Math Check [16] Total Project Costs =	$ 409,121	100.0%									Percentage of Local Match that is In-Kind [15] =	0.0%

NOTE: NYS real estate transfer tax, if any, shall NOT be paid from proceeds provided to the Applicant from the State via the FPIG contract associated with this project.

FIN CIAL WORKSHEET (1) - Perpetual Conservation Easement Pr

LTorEQto29K - Project Budget for FPIG Proposal (≤ $29,000/A for development rights)

INSTRUCTIONS FOR FILLING OUT ATTACHMENT B-5a.

(1) Enter estimated costs for each item associated with this transaction. Value of development rights will automatically fill from above. All costs should be based on the most accurate data available at the time of application. Ideally, the value of development rights will be based on a recent appraisal.

(2) State contribution shall not exceed 75% of total project cost UNLESS this project is proposed as an 87.5% State award - refer to RFP for more info. However, the State contribution toward any individual cost item may be greater than 75%. Project managers should enter the State contribution for each cost item based on how the project is anticipated to be funded.

(3) If a county is contributing funding to the project, project manager must allocate that funding as it is anticipated to be used to close the project. Actual allocation may be altered prior to the final distribution of State funds provided that the State approves any such reallocation.

(4) If a town is contributing funding to the project, project manager must allocate that funding as it is anticipated to be used to close the project. Actual allocation may be altered prior to the final distribution of State funds provided that the State approves any such reallocation.

(5) Any "Other" funding applied to the project must be allocated in this column in the same manner as that for county and/or town funds. Each source and the specific amount being contributed from each source must be identified in supplemental budget documentation.

(6) This column automatically sums all sources of cash allocated to cover the project costs.

(7) This column automatically sums all contributions of in-kind services allocated to certain project costs.

(8) The Landowner Contribution for each item is calculated as the difference between total cost of the item and funding available for it. In the case of "Land Costs" this represents a landowner donation resulting from a bargain sale of the conservation easement. For each transaction cost that the landowner will pay for or towards, that amount must be paid by the landowner prior to his/her receipt of any payment from the proceeds of the State disbursement.

(9) Proposed Purchase Price is the amount of consideration that the landowner will receive for the sale of this conservation easement. That identical amount must be entered into the conservation easement as the amount of consideration. This number is automatically calculated as the difference between the value of the development rights (column 1) and the sum of the funding sources available (column 9).

(10) Value of staff time necessary to assist with the conservation easement transaction for this project. Staff includes paid or volunteer employees of any project partner (including consultants). Direct costs should be entered in the appropriate columns as a "cash" amount whereas any non-cash contribution of staff time should be entered in the appropriate column as an "in-kind" amount. (Do not include cost of baseline documentation report anywhere along this line; that item is identified elsewhere on this form.)

(11) State contribution shall not exceed $10,000 per conservation easement.

(12) Other transaction costs must be identified separately. Examples include title report, GIS mapping, printing, Phase I Environmental Site Assessment, etc. Be sure to reflect any in-kind contribution toward any such item in the appropriate County, Town and/or Other column.

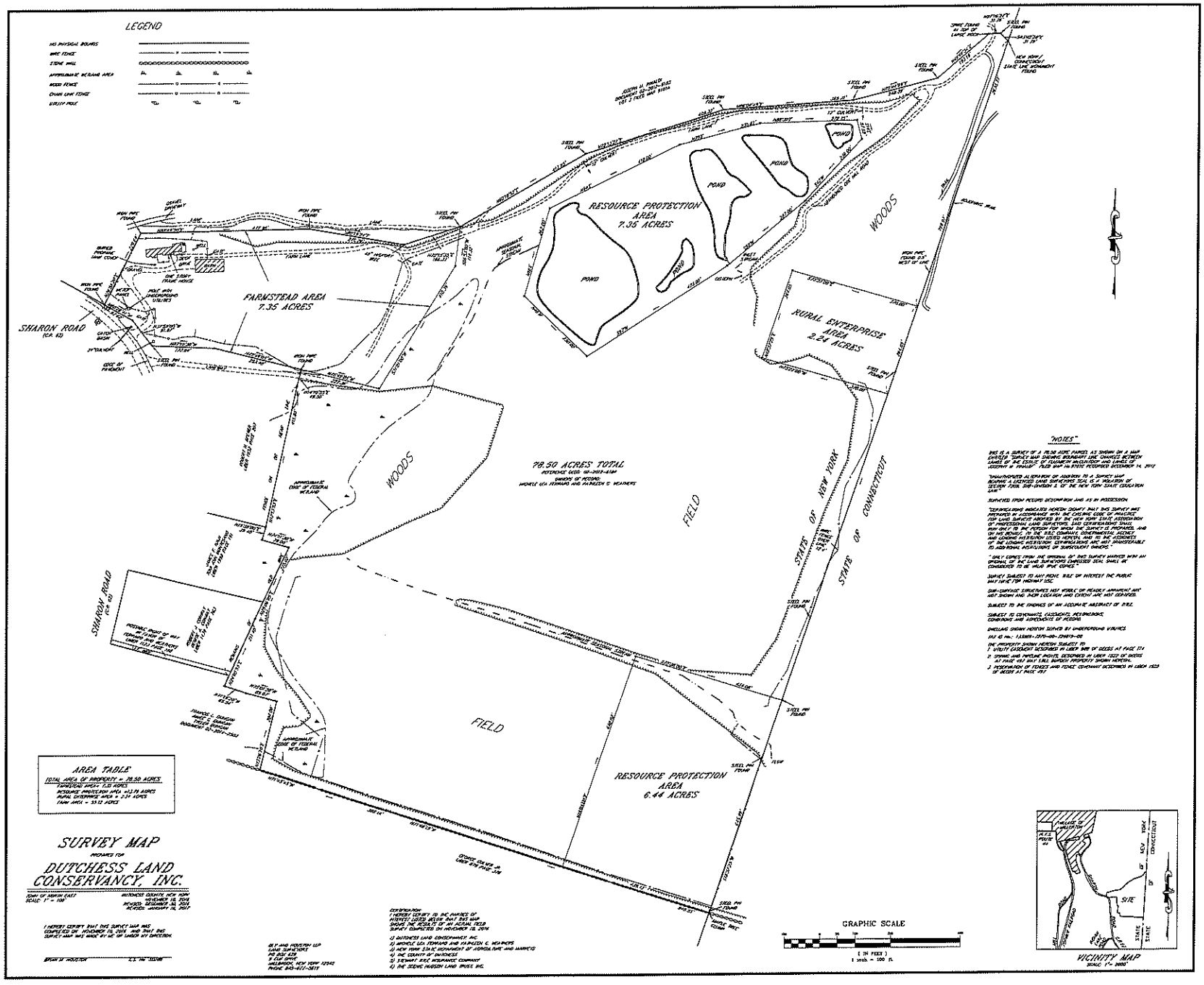
(13) State funding % shall not exceed 75.0% of total project costs UNLESS this project is proposed as an 87.5% State award - refer to RFP for more info.

(14) Applicant must provide documentation acceptable to the Deparment accounting for the encumbrance or expenditure of the required local match for this project, including any costs paid for by the landowner, prior to the time of closing.

(15) In-kind contributions shall not exceed 80% of the local match or $25,000, whichever is less.

(16) Auto math check confirms that the total project costs sum correctly and that the sum of the local match (%) and state share (%) equals 100%.

EXHIBIT "D"
SURVEY MAP


LEGEND
SHARON ROAD
FARMSTEAD AREA
7.35 ACRES
RESOURCE PROTECTION
AREA
7.35 ACRES
POND
WOODS
RURAL ENTERPRISE
AREA
2.24 ACRES
78.50 ACRES TOTAL
FIELD
STATE OF NEW YORK
STATE OF CONNECTICUT
RESOURCE PROTECTION
AREA
6.44 ACRES
AREA TABLE
SURVEY MAP
PREPARED FOR
DUTCHESS LAND
CONSERVANCY, INC.
GRAPHIC SCALE
VICINITY MAP
SITE

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)	absent	
District 22 - Towns of Beekman and Union Vale	Coviello	absent	
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

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

Absent: 2 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017093 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION ASSEMENT ON PROPERTY OWNED BY MICHELE FERRARO AND KATHLEEN WEATHERS KNOWN AS THE CAORA FARM IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 0

Absent: 4 **Motion:** ____ Yes No

Vacant: 0 **Abstentions:** 0

2017093 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION ASSEMENT ON PROPERTY OWNED BY MICHELE FERRARO AND KATHLEEN WEATHERS KNOWN AS THE CAORA FARM IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

Date: May 8, 2017

Public Works & Capital Projects

RESOLUTION NO. 2017094

RE: AUTHORIZING EXECUTION OF THE FEDERAL TRANSIT OPERATING ASSISTANCE AGREEMENT AND SUBMISSION OF GRANT APPLICATIONS WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR FTA SECTION 5311 FUNDS FOR 2017 AND 2018

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

WHEREAS, Section 5311 of Title 49, United States Code, provides federal financial assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the States, and

WHEREAS, the County may make application annually to the New York State Department of Transportation (NYSDOT) for such federal aid to assist in the operation of transportation facilities and services, including mass transit facilities and services on a continuing basis in Dutchess County (the "Project"), and

WHEREAS, the County and the NYSDOT entered into a Federal Transit Operating Assistance Agreement dated December 4, 2013, which had a term of January 1, 2013-December 31, 2018, identified as State Contract # C005591 that authorizes the undertaking of the Project, which means the annual provision of public transit services specified in each approved annual application, and the payment of the federal share, and which was authorized by Resolution No. 2013009, adopted by this Legislature on or about January 22, 2013, as well as Resolution No. 2015116, adopted by this Legislature on or about April 13, 2015, and

WHEREAS, the County desires to enter into an addendum and/or an agreement with the NYSDOT to provide assistance in the operation of the transportation facilities and services, including mass transit facilities and services on a continuing basis in Dutchess County's rural and small urban areas for the 2017 fiscal year in the amount of $106,000 and for the 2018 fiscal year in the amount of $117,000, and

WHEREAS, the County is contracting with a third party subcontractor for the Project described above, now therefore, be it

RESOLVED, that the County Executive or his designee be and hereby is authorized to sign the any and all addendums and/or agreements between the County and the State of New York Department of Transportation to provide the Project and authorizing annual grant applications for such Section 5311 funds, and be it further

RESOLVED, that the County Executive or his designee be and hereby is authorized to execute any and all agreement(s) between Dutchess County and any third party subcontractor necessary to complete the public transportation Project.

CA-051-17
G-0930-B
04/04/17
Fiscal Impact: Attached

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

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 $ 212,000

Total Current Year Revenue $ 106,000
and Source
$106,000 2017 federal 5311 funds
$117,000 2018 federal 5311 funds

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

Identify Line Items(s):
ET5680.45890.01 Rural Operating Section 18

Related Expenses: Amount $ _____

Nature/Reason:
This funding supports public transit services in the rural areas outside the urbanized areas.

Anticipated Savings to County: $223,000

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

Additional Comments/Explanation:
The original budget for 2017 was $96,000 for line 45890.01. The federal 5311 (Section 18) funding for 2017 will be $106,000. This is an increase of $10,000 over the originally budgeted revenue. The 2018 funding is projected to be $117,000. Dutchess County must match these operating assistance funds 50/50, this match is included in the 2017 budget.

Prepared by: Cynthia Ruiz, Transit Administrator Prepared On: 4/7/2017

Discussion on Resolution No. 2017094 proceeded as follows:

Minority Leader Strawinski requested the definition of a "small urban area."

Robert Balkind, Commissioner of Public Works, stated that this resolution was for standard operating assistance to offset typical operating expenses and provided the attached definition of a "small urban area".

Roll call on the foregoing resolution resulted as follows:

AYES:	21	Borchert, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Forman, Flesland, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Pulver, Rieser, Sagliano, Surman, Thomes, Truitt, Tyner
NAYS:	0	
ABSENT:	4	Roman, Miccio, Nesbitt, Washburn

Resolution adopted.

All,
From our new First Transit General Manager:

"The Census Bureau first defined urban places in reports following the 1880 and 1890 censuses. At that time, the Census Bureau identified as urban any incorporated place that had a minimum population of either 4,000 or 8,000, depending on the report. The Census Bureau adopted the current minimum population threshold of 2,500 for the 1910 Census; any incorporated place that contained at least 2,500 people within its boundaries was considered urban. All territory outside urban places, regardless of population density, was considered rural.

The Census Bureau began identifying densely populated urbanized areas of 50,000 or more population with the 1950 Census, taking into account the increased presence of densely settled suburban development in the vicinity of large cities. Outside urbanized areas, the Census Bureau continued to identify as urban any incorporated place or census designated place of at least 2,500 and less than 50,000 people.

The Census Bureau introduced the urban cluster concept for Census 2000, replacing urban places located outside urbanized areas. Urban clusters are defined based on the same criteria as urbanized areas, but represent areas containing at least 2,500 and less than 50,000 people.

"Rural" continues to be defined as any population, housing, or territory outside urban areas. 1

That said, when referring to transit, a small urban area is an urban area of 50,000 to 199,000 people."

-bob

Robert H. Balkind, P.E.
Commissioner
Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603
Phone: (845) 486-2085 Fax: (845) 486-6554
Email: rbalkind@dutchessny.gov

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black	absent	
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

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

Absent: 1 **Motion:** ____ **Abstentions:** 0

Vacant: 0

2017094 AUTHORIZING EXECUTION OF THE FEDERAL TRANSIT OPERATING ASSISTANCE AGREEMENT AND SUBMISSION OF GRANT APPLICATIONS WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR FTA SECTION 5311 FUNDS FOR 2017 AND 2018

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017094 AUTHORIZING EXECUTION OF THE FEDERAL TRANSIT OPERATING ASSISTANCE AGREEMENT AND SUBMISSION OF GRANT APPLICATIONS WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR FTA SECTION 5311 FUNDS FOR 2017 AND 2018

Date: May 8, 2017

Public Works & Capital Projects

RESOLUTION NO. 2017095

RE: AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE IN CONNECTION WITH THE BRIDGE REPLACEMENT OF CR19 (BULLS HEAD ROAD) PIN8761.56

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

WHEREAS, a Project for the Bridge Replacement of CR 19 (Bulls Head Road) over Wappinger Creek (BIN 3343850) in the Town of Stanford, Dutchess County, identified as PIN 8761.56 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 95% Federal funds and 5% non-federal funds, and

WHEREAS, the County will design, let and construct the Project, and

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

RESOLVED, that this Legislature hereby approves the above subject Project, and it is further

RESOLVED, that this Legislature hereby authorizes the County to pay in the first instance 100% of the federal and non-federal share of the costs of the construction, construction inspection and construction support work for the Project or portions, thereof; and it is further

RESOLVED, the this Legislature hereby agrees that the County shall be responsible for all of the costs of the Project which exceed the amount of the NY Bridge Funding awarded to Dutchess County, and it is further

RESOLVED, that the sum of $2,900,000 is hereby appropriated from H0469.5120.3450.213 – 2014 Economic Development Bridget Projects and made available to cover the cost of participation in the above phase of the Project, and it is further

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

RESOLVED, that the County hereby agrees that construction of the Project shall begin no later than eighteen (18) months after award and that the Project shall be completed within three (3) years of commencing construction, and it is further

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

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

RESOLVED, this Resolution shall take effect immediately.

CA-052-17
CAB/kvh/R-0958-A
04/04/17

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

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 $ 1,688,000

Total Current Year Revenue $ 1,688,000
and Source
H0469.5120.45970.01 - Transportation Capital Projects Highway - ISTEA

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

Identify Line Items(s):
H0469.5120.3450.213

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $0
Over Five Years: _____

Additional Comments/Explanation:
The purpose of this resolution is to authorize acceptance of additional Federal funds and allow the county Executive to sign the Master Agreement for PIN 8761.56 CR 19 (Bulls Head Road) over Wappinger Creek Bridge Replacement, in the Town of Stanford. The County authorized this project as part of H0469 - 2014 Economic Development Bridge Projects, this additional Federal funding is necessary to complete the project. The County match for these Federal funds, is already included in the Capital project H0469.

Prepared by: Rachel Kashimer, Budget Office Prepared On: 3/22/17

H0469 - 2014 Economic Development Bridge Projects			
APPROPRIATIONS			
Increase			
	H0469.5120.3450.213	Bridges-Reconstruction ISTEA	$1,688,000
			$1,688,000
REVENUES			
Increase			
	H0469.5120.45970.01	Transportation Capital Projects Highway - ISTEA	$1,688,000
			$1,688,000

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8761.56

OSC Municipal Contract #: ____ | **Contract Start Date:** / / (mm/dd/yyyy) **Contract End Date:** 12/30/2021 (mm/dd/yyyy)
☐ *Check, if date changed from the last Schedule A*

Purpose: ☒ Original Standard Agreement ☐ Supplemental Schedule A No.

Agreement Type: ☒ Locally Administered — Municipality/Sponsor (Contract Payee): Dutchess County
Other Municipality/Sponsor (if applicable):

☐ State Administered — *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies: ☐ PE/Design ☐ ROW Incidentals ☐ ROW Acquisition ☒ Construction/CI/CS

Work Type: BR REPLACE | **County** (If different from Municipality): Dutchess County

Marchiselli Eligible ☐ Yes ☒ No *(Check, if Project Description has changed from last Schedule A):* ☐
Project Description: BIN 3343850, CR 19 (Bulls Head Road) over Wappinger Creek in the Town of Stanford, Dutchess County.

Marchiselli Allocations Approved FOR All PHASES *All totals will calculate automatically.*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
☐	Cumulative total for all prior SFYs	$0.00	$0.00	$0.00	$ 0.00
☐	Current SFY	$0.00	$0.00	$0.00	$ 0.00
Authorized Allocations to Date		$ 0.00	$ 0.00	$ 0.00	$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
TOTAL CURRENT COSTS:			$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES *For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8761.56.321	Current	STP	$2,900,000.00	$1,688,000.00	$0.00	$1,212,000.00
	Old		$ 0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
TOTAL CURRENT COSTS:			$2,900,000.00	$1,688,000.00	$ 0.00	$1,212,000.00

C. Local Deposit(s) from Section A:	$ 0.00
Additional Local Deposit(s)	$
Total Local Deposit(s)	$ 0.00

D. Total Project Costs *All totals will calculate automatically.*

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
$1,688,000.00	$ 0.00	$ 0.00	$1,212,000.00	$2,900,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: Doreen Holsopple Phone No: 845-431-5977

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes: (See LPB's website for link to sample footnotes)

- The project consists of replacing the existing bridge located on CR 19 (Bulls Head Road) over the Wappinger Creek in the Town of Stanford, Dutchess County. The existing horizontal and vertical geometry will be improved. The project will also address potential safety concerns by reconfiguring existing intersection of Depot Lane adjacent to bridge

- Project is funded under Bridge NY Program with a 95% Federal Aid Reimbursement and is capped at an amount of $1,688,000 federal aid. Project cost overruns must be absorbed by the Municipality.

- PIN 8761.56; 2/27/2014dh

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black	absent	
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

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

Absent: 1 **Motion:** ____ **Abstentions:** 0

Vacant: 0

2017095 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE IN CONNECTION WITH THE BRIDGE REPLACEMENT OF CR19 (BULLS HEAD ROAD) PIN8761.56

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017095 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID AND/OR STATE-AID TRANSPORTATION PROJECT, AND APPROPRIATING FUNDS THEREFORE IN CONNECTION WITH THE BRIDGE REPLACEMENT OF CR19 (BULLS HEAD ROAD) PIN8761.56

Date: May 8, 2017

RESOLUTION NO. 2017096

RE: AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND TWO FEE ACQUISITIONS OF REAL PROPERTY FOR THE REPLACEMENT OF BRIDGE S-37 BULLS HEAD ROAD OVER THE LITTLE WAPPINGER CREEK IN THE TOWN OF STANFORD, FROM ANN MARIE JOHNSEN

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

WHEREAS, the Department of Public Works has proposed the replacement of Bridge S-37 located on Bulls Head Road over the Little Wappinger Creek in the Town of Stanford, Dutchess County, New York, which project includes the acquisition of a permanent easement of 894 +/- square foot parcel, and two fee acquisitions of 6,450 square foot parcel and 3,353 square foot parcel, and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes an Unlisted Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"),and (2) will not result in any adverse environmental impacts, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of the Department of Public Works, and

WHEREAS, the Department of Public Works has made a determination that in order to replace Bridge S-37 located on Bulls Head Road over the Little Wappinger Creek in the Town of Stanford, it is necessary to acquire a permanent easement and two fee acquisitions on a portion of property presently owned by Ann Marie Johnsen, and

WHEREAS, a proposed Agreement to Purchase Real Property to acquire two fee acquisitions and a proposed Agreement to Purchase Real Property to acquire a Permanent Easement between the County and the property owner are annexed hereto, and

WHEREAS, the property is described as: (a) fee acquisition of 6,450 +/- square foot parcel as shown on Map 1, Parcel 1; (b) fee acquisition of 3,353 +/- square foot parcel as shown on Map 2, Parcel 3; and (c) a permanent easement of 894 +/- square foot parcel as shown on Map 2, Parcel 4, a copy of which are annexed hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property, (a) Fee Acquisition [6,450 +/- square foot parcel] be purchased for the sum of $11,610; (b) Fee Acquisition [3,353 +/- square foot parcel] be purchased for the sum of $3,020; and (c) Permanent Easement [894 +/- square foot parcel] be purchased for the sum of $400 as well as up to $1,000 in related expenses and that the terms and conditions of the Agreement be carried forth, now therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the two fee acquisitions and permanent easement of the properties described in the Agreements, in the Town of Stanford, will not result in any significant adverse environmental impacts, and be it further

RESOLVED, that the County Executive or his designee is authorized to execute the Agreements to Purchase Real Property in substantially the same form as annexed hereto along with any other necessary documents in connection with this acquisition, and be it further

RESOLVED, that on the submission by the property owner of deeds to the aforementioned land, which shall include the terms and conditions of the Agreements to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner as follows: (a) Fee Acquisition [6,450 +/- square foot parcel] be purchased for the sum of up to $11,610; (b) Fee Acquisition [3,353 +/- square foot parcel] be purchased for the sum of up to $3,020; and (c) Permanent Easement [894 +/- square foot parcel] be purchased for the sum of up to $400 and in addition the County is authorized to spend up to $1,000 in related expenses and filing fees for such conveyances, and

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

CA-053-17
CAB/kvh/R-0958-E
04/04/17
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

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 $ 16,030

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):
HO289.5120.300(8)(9)2000 Bridges (ISTEA/TEA21)

Related Expenses: Amount $

Nature/Reason:

Anticipated Savings to County:

Net County Cost (this year): $16,030
Over Five Years:

Additional Comments/Explanation:
BRIDGE S-37 BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK
TOWN OF STANFORD, DUTCHESS COUNTY, NEW YORK

Authorization to acquire the following parcels from Ann Marie Johnsen:
Map 1, Parcel 1, FEE Acquisition of 6,450+/- square foot parcel, Purchase Price $11,610.00
Map 2, Parcel 3, FEE Acquisition of 3,353+/- square foot parcel, Purchase Price $3,020.00
Map 2, Parcel 4, Permanent Easement to 894+/- square foot parcel, Purchase Price $400.00

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

Prepared by: Matthew W. Davis Prepared On: 3/20/17

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Bridge S-37 Bulls Head Road (County Rt 19) over the Little Wappinger Creek
Map: 1 Parcel(s): 1-2

This Agreement by and between ANN MARIE JOHNSEN, residing at 8 Locust Way, Stanfordville, NY, 12581 hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer.

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

   ☒ *all right title and interest* to 6,450± square feet of real property. Purchase price is $11,610.

   ☐ a *permanent easement* to 0 (0)± square feet of real property. Purchase price is $0.

   ☒ a *temporary easement* to 3,537± square feet of real property. Purchase price is $1,270.

   Located at 8-24 Locust Way, Stanfordville, NY, Dutchess County, and is further described as parcel(s) 1-2 on Exhibit "A", attached hereto.

   Being a portion of those same lands described in that certain deed dated November 22, 1967 and recorded November 24, 1967 in Document # 1234236 in the Office of the County Clerk for Dutchess County (re: Grid # 135200-6668-00-812270-0000).

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 TWELVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS 00/100 DOLLARS ($12,880). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.

4. CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location, on or about April 1, 2017. This Agreement may be subject to the approval of the Dutchess County Legislature.

5. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. The term of the temporary easement(s) shall be for two (2) years.

6. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:

   A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.

MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

8. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items; interest and penalties; rent payments; current common charges or assessments.

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

10. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. 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. John T. Johnsen died a resident of Dutchess County, on April 21, 2012.

IN WITNESS WHEREOF, on this _____ day of _____, 2017, the parties have entered into this Agreement.

APPROVED AS TO FORM:

_____
Department of Law

APPROVED AS TO CONTENT:

_____
Department of Public Works

SELLER: _____
ANN MARIE JOHNSEN

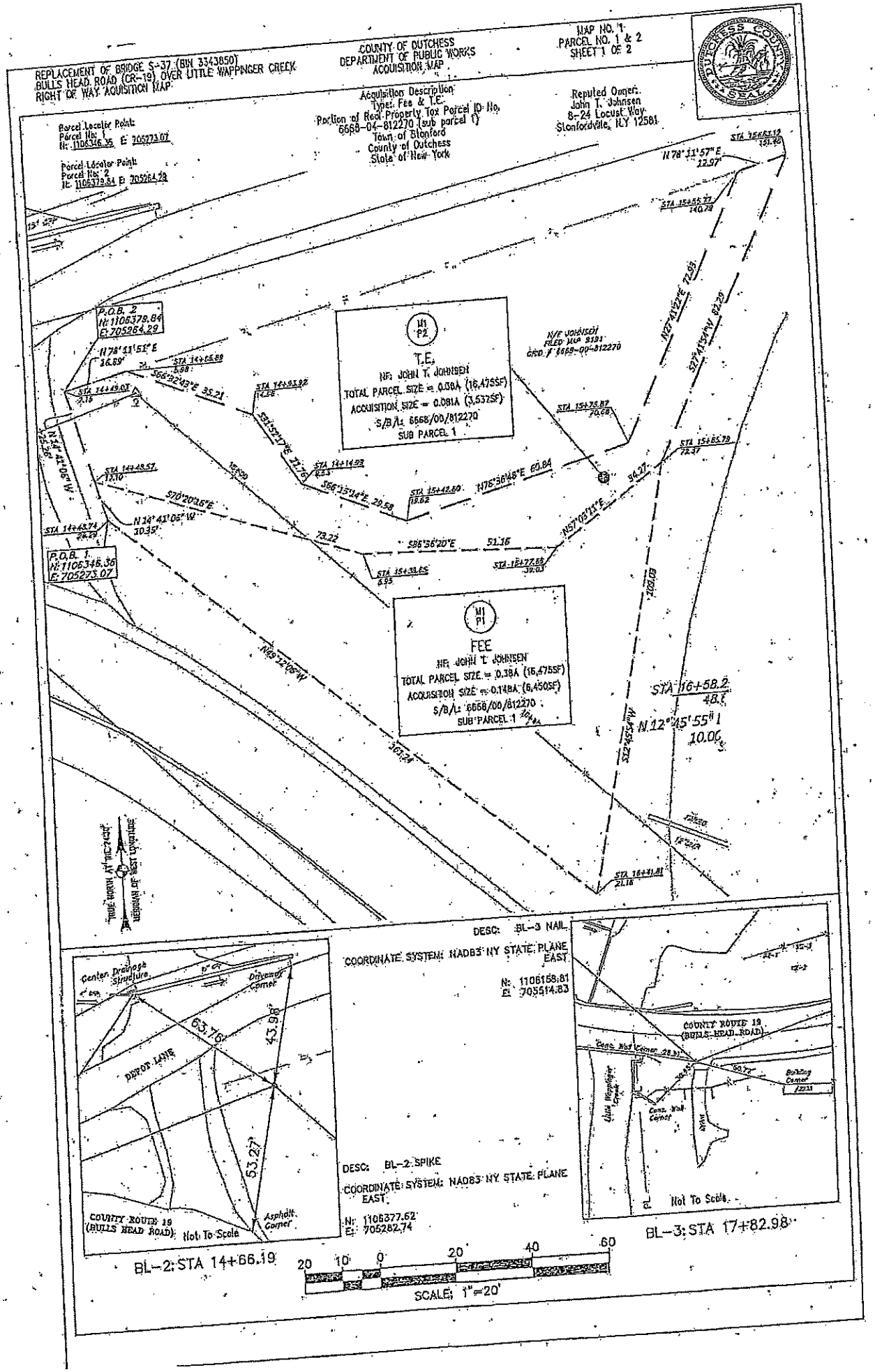
COUNTY OF DUTCHESS:

_____

Print Name: _____

Title: _____

v 4 2/8/2016


REPLACEMENT OF BRIDGE S-37 (BIN 3343850)
BULLS HEAD ROAD (CR-19) OVER LITTLE WAPPINGER CREEK
RIGHT OF WAY AQUISITION MAP
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP
MAP NO. 1
PARCEL NO. 1 & 2
SHEET 1 OF 2
Acquisition Description
Type: Fee & T.E.
Portion of Real Property Tax Parcel ID No.
6668-04-812270 (sub parcel 1)
Town of Stanford
County of Dutchess
State of New York
Reputed Owner:
John T. Johnsen
8-24 Locust Way
Stanfordville, NY 12581
Parcel Locator Point:
Parcel No: 1
N: 1106346.36 E: 705273.07
Parcel Locator Point:
Parcel No: 2
N: 1106379.84 E: 705264.29
P.O.B. 2
N: 1106379.84
E: 705264.29
P.O.B. 1
N: 1106346.36
E: 705273.07
M1
P2
T.E.
NF: JOHN T. JOHNSEN
TOTAL PARCEL SIZE = 0.38A (16,475SF)
ACQUISITION SIZE = 0.081A (3,532SF)
S/B/L: 6668/00/812270
SUB PARCEL 1
M1
P1
FEE
NF: JOHN T. JOHNSEN
TOTAL PARCEL SIZE = 0.38A (16,475SF)
ACQUISITION SIZE = 0.148A (6,450SF)
S/B/L: 6668/00/812270
SUB PARCEL 1
N/F JOHNSEN
FILED MAP 9191
GRID # 6668-00-812270
N 78° 11' 57" E
12.97'
N 78° 11' 51" E
16.89'
S66°32'43"E 35.21
S66°15'14"E 29.58
N76°36'48"E 60.84
S70°20'16"E
N 14° 41' 06" W
30.35'
S86°36'20"E 51.16
N57°03'11"E
N27°41'22"E 72.93
S27°41'54"W 82.29
N49°12'06"W
S12°45'54"W
STA 16+58.2
48.8
N 12° 45' 55" E
10.00
STA 16+41.81
21.16
TRUE NORTH AT 81°24'30"
MERIDIAN OF WEST LONGITUDE
DESC: BL-3 NAIL
COORDINATE SYSTEM: NAD83 NY STATE PLANE EAST
N: 1106158.81
E: 705514.83
Center Drainage Structure
Driveway Corner
63.76'
43.98'
DEPOT LANE
53.27'
Asphalt Corner
COUNTY ROUTE 19 (BULLS HEAD ROAD)
Not To Scale
BL-2: STA 14+66.19
DESC: BL-2 SPIKE
COORDINATE SYSTEM: NAD83 NY STATE PLANE EAST
N: 1106377.62
E: 705282.74
COUNTY ROUTE 19 (BULLS HEAD ROAD)
Conc. Wall Corner
Little Wappinger Creek
Building Corner
Not To Scale
BL-3: STA 17+82.98
20 10 0 20 40 60
SCALE: 1"=20'

REPLACEMENT OF BRIDGE S-37 (BIN 3343650)
BULLS HEAD ROAD (CR-19) OVER LITTLE WAPPINGER CREEK
RIGHT OF WAY AQUISITION MAP

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

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

All that certain plot, piece or parcel of land situate, lying and being in the Town of Stanford, County of Dutchess, State of New York, shown as Parcel No. 1 on accompanying map to be acquired in Fee:

Beginning at a point on the northerly line of Bulls Head Road and being the southwest of lands now or formerly of Johnsen, (tax lot 6668-00-812270 Sub Parcel 1);

1) Thence running along the westerly line of said Johnsen North 14°41'06" West a distance of 10.35 feet to a point

2) Thence easterly through said Johnsen South 70°20'16" East a distance of 73.22 feet to a point;

3) Thence through the same South 86°36'20" East a distance of 51.16 feet to a point;

4) Thence through the same North 57°03'11" East a distance of 34.27 feet to a point located on the westerly line of Depot Spur;

5) Thence southerly along Depot Spur South 12°45'54" West a distance of 109.03 feet to a point located on the northerly line of said Bulls Head Road;

6) Thence westerly along Bulls Head Road North 49°12'06" West a distance of 161.24 feet to the Point of Beginning.

Containing 6,450 square feet or 0.148 acres more or less.

A temporary easement to be exercised in, on and over the property delineated above for the purpose of roadside grading 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 Commissioner of Public Works or other authorized representative acting for The County of Dutchess or its assigns. Such easement shall be exercised in and to all that (those) piece(s) or parcel(s) of property designated as Parcel No. 2 as shown on the accompanying Map No. 1.

Beginning at a point on the southerly line of Depot Lane and being located on the northerly line of lands now or formerly of Johnsen, (tax lot 6668-00-812270 Sub Parcel 1);

1) Thence Running easterly along Depot Lane North 78°11'51" East a distance of 18.89 feet to a point

2) Thence running easterly through said Johnsen South 66°12'43" East a distance of 35.21 feet to a point;

3) Thence through the same South 31°52'17" East a distance of 21.76 feet to a point;

4) Thence through the same South 66°15'12" East a distance of 29.68 feet to a point;

5) Thence through the same North 79°36'48" East a distance of 60.84 feet to a point;

6) Thence through the same North 27°41'22" East a distance of 72.93 feet to a point located at the southerly line of Depot Lane

7) Thence along the southerly line of said Depot Lane North 78°11'57" East a distance of 12.97 feet to a point on the westerly line of Depot Spur;

8) Thence along Depot Spur South 27°41'54" West a distance of 82.29 feet to a point;

9) Thence easterly through said Johnsen South 57°03'11" West a distance of 34.27 feet to a point;

10) Thence through the same North 86°36'20" West a distance of 51.16 feet to a point;

11) Thence through the same North 70°20'16" West a distance of 73.22 feet to a point located on the westerly line of said Johnsen;

12) Thence northerly along said line North 14°41'06" West a distance of 25.26 feet to the Point of Beginning.

Containing 3,537 square feet or 0.081 acres more or less.

"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: July 18, 2016

Land Surveyor: Thomas E. Cerchiara

P.L.S. License No.: 050732

Parcel 1 Area = 6,450 sq ft
0.148 Acres

Parcel 2 Area = 3,537 sq ft
0.081 Acres

NYS SEAL

STATE OF NEW YORK
THOMAS E. CERCHIARA JR.
050732
LICENSED LAND SURVEYOR

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

Date 12/21/16 20

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

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Bridge S-37 Bulls Head Road (County Rt 19) over the Little Wappinger Creek
Map: 2 Parcel(s): 3, 4 & 5

This Agreement by and between ANN MARIE JOHNSEN, residing at 8 Locust Way Stanfordville, NY, 12581 hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer.

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

   ☒ *all right title and interest* to 3,353± square feet of real property. Purchase price is $3,020.

   ☒ a *permanent easement* to (894)± square feet of real property. Purchase price is $400.

   ☒ a *temporary easement* to 4,638± square feet of real property. Purchase price is $830.

   Located at 8-24 Locust Way, Stanfordville, NY, Dutchess County, and is further described as parcel(s) 3, 4 & 5 on Exhibit "A", attached hereto.

   Being a portion of those same lands described in that certain deed dated November 22, 1967 and recorded in Document # 1234236 in the Office of the County Clerk for Dutchess County (re: Grid #135200-6668-00-812270-0000),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: all trees within the acquisition areas

3. PURCHASE PRICE. The total purchase price is FOUR THOUSAND TWO HUNDRED FIFTY DOLLARS 00/100 DOLLARS ($4,250). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.

4. CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location, on or about April 1, 2017. This Agreement may be subject to the approval of the Dutchess County Legislature.

5. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. The term of the temporary easement(s) shall be for two (2) years.

6. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:

   A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.

7. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

8. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

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

10. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. 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. John T. Johnsen sen died a resident of Dutchess County, on April 21, 2012.

IN WITNESS WHEREOF, on this _____ day of _____, 20____, the parties have entered into this Agreement.

APPROVED AS TO FORM:

_____
Department of Law

SELLER: Ann Marie Johnsen
ANN MARIE JOHNSEN

APPROVED AS TO CONTENT:

_____
Department of Public Works

COUNTY OF DUTCHESS:

_____

Print Name: _____

Title: _____

REPLACEMENT OF BRIDGE S-37 (BIN 3343850)
BULLS HEAD ROAD (CR-19) OVER LITTLE WAPPINGER CREEK
RIGHT OF WAY AQUISITION MAP

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 2
PARCEL NO. 3, 4, & 5
SHEET 1 OF 3

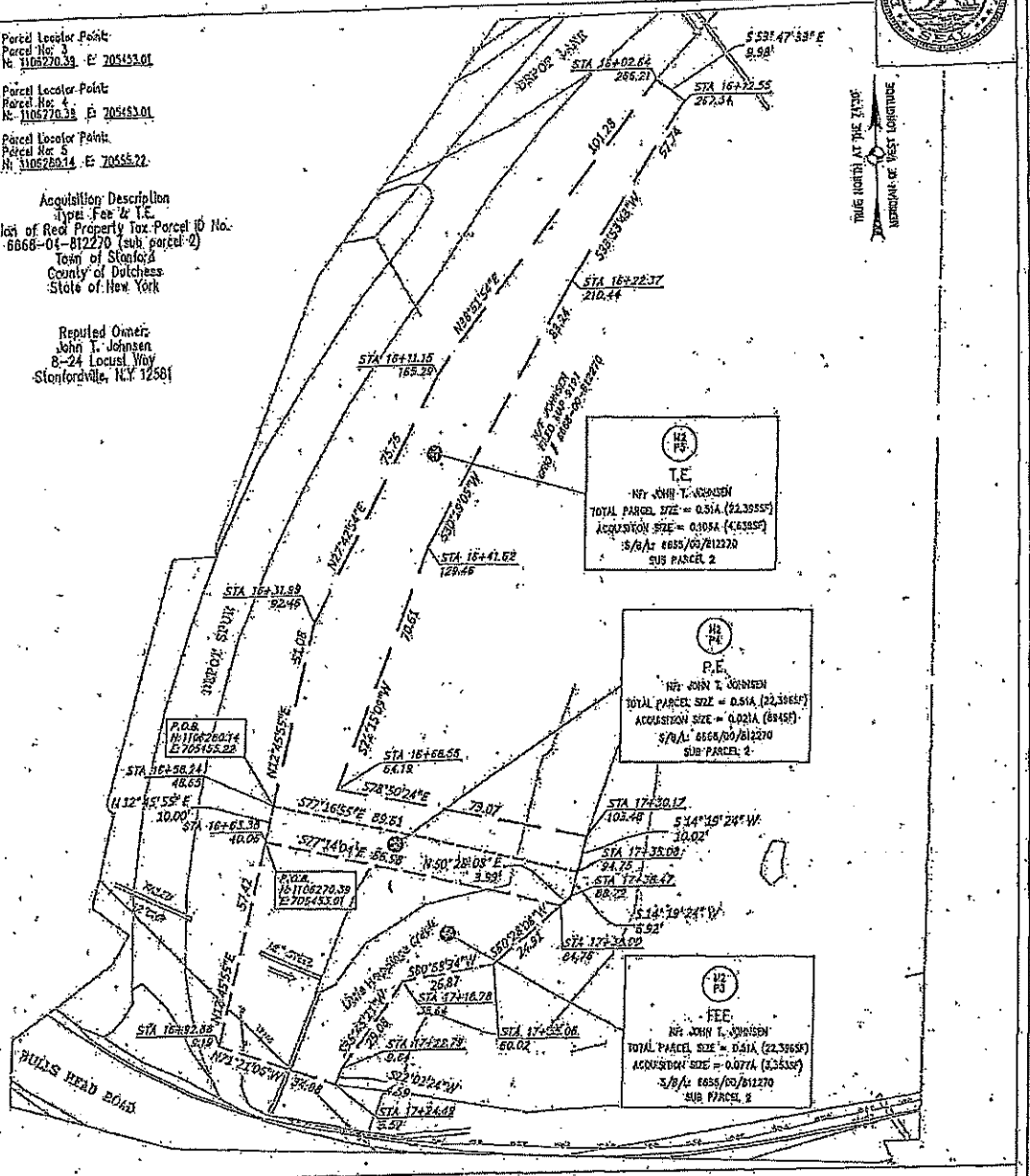
Parcel Locator Point
Parcel No. 3
N: 1106270.39 E: 705453.01

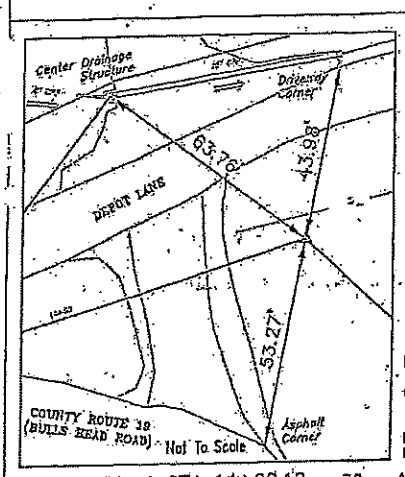
Parcel Locator Point
Parcel No. 4
N: 1106270.39 E: 705453.01

Parcel Locator Point
Parcel No. 5
N: 1106280.14 E: 705555.22

Acquisition Description
Type: Fee & T.E.
Portion of Real Property Tax Parcel ID No.
6666-04-812270 (sub parcel 2)
Town of Stanford
County of Dutchess
State of New York

Reputed Owner:
John T. Johnsen
8-24 Locust Way
Stanfordville, N.Y. 12581

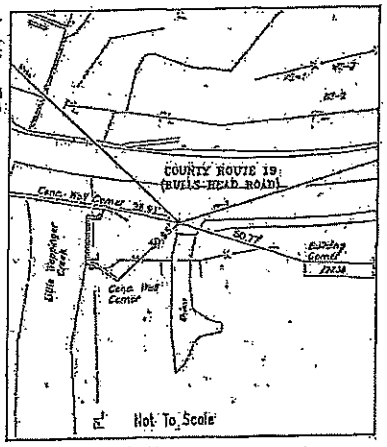




BL-2: STA 14+66.19

DESC: BL-3 NAIL
COORDINATE SYSTEM: NAD83 NY STATE PLANE EAST
N: 1106156.81
E: 705514.83

DESC: BL-2 SPIKE
COORDINATE SYSTEM: NAD83 NY STATE PLANE EAST
N: 1106377.62
E: 705282.74



BL-3: STA 17+82.98

30 15 0 30 60 90
SCALE: 1" = 30'

All that certain plot, piece or parcel of land situate, lying and being in the Town of Stanford, County of Dutchess, State of New York, shown as Parcel No. 3 on accompanying map to be acquired in Fee:

Beginning at a point on the easterly line of Depot Spur and being located on the westerly line of lands now or formerly of Johnsen. (tax lot 6668-00-812270 Sub Parcel 2);

1) Thence running easterly through said Johnsen South 77°14'04" East 86.98 feet to a point in the center of the Little Wappinger Creek;

Thence along the centerline of said creek the following courses and distances;

2) South 50°28'08" West 24.91 feet to a point;

3) South 80°58'34" West 26.87 feet to a point;

4) South 35°45'21" West 29.08 feet to a point;

5) South 22°03'24" West 4.59 feet to a point in the northerly line of Bulls Head Road;

7) Thence westerly along the Bulls Head Road North 71°21'06" West 34.88 feet to a point located at the intersection of the northerly line of Bulls Head Road and the easterly line of Depot Spur;

8) Thence northerly along the easterly line of Depot Spur North 12°45'55" East 57.42 to the Point of Beginning.

Containing 3,353 square feet or 0.077 acres more or less.

A permanent easement to be exercised in, on and over the property delineated above for the purpose for future access and maintenance of the bridge. Such easement shall be exercised in and to all that (those) piece(s) or parcel(s) of property designated as Parcel No. 4 as shown on the accompanying Map No. 2:

Beginning at a point on the easterly line of Depot Spur and being located on the westerly line of lands now or formerly of Johnsen. (tax lot 6668-00-812270 Sub Parcel 2);

1) Thence running northerly along the easterly line of Depot Spur North 12°45'55" East 10.00 feet to a point;

2) Thence through said Johnsen South 77°16'55" East 88.61 feet to a point located in the centerline of Little Wappinger Creek;

3) Thence along the centerline of said creek South 14°18'24" West 6.92 feet to a point;

4) Thence along the same South 50°28'08" West 3.99 feet to a point;

5) Thence westerly through said Johnsen North 77°14'04" West 86.98 feet to th Point of Beginning.

Containing 894 square feet or 0.021 acres more or less.

REPLACEMENT OF BRIDGE S-37 (BIN 3343850)
BULLS HEAD ROAD (CR-19) OVER LITTLE WAPPINGER CREEK
RIGHT OF WAY AQUISITION MAP

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 2
PARCEL NO. 3, 4 & 5
SHEET 3 OF 3

A temporary easement to be exercised in, on and over the property delineated above for the purpose of roadside grading 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 Commissioner of Public Works or other authorized representative acting for The County of Dutchess or its assigns. Such easement shall be exercised in and to all that (those) place(s) or parcel(s) of property designated as Parcel No. 5 as shown on the accompanying Map No. 2

Beginning at a point on the easterly line of Depot Spur and being located on the westerly line of lands now or formerly of Johnsen; (Tax lot 6868-00-812270. Sub Parcel 2);

1) Thence running northerly along the easterly line of Depot Spur North 12°45'55" East 51.08 feet to a point;

2) Thence along the same North 27°42'54" East 75.75 feet to a point;

3) Thence along the same North 38°51'54" East 101.28 feet to a point located at the northwest corner of said Johnsen;

4) Thence along the northerly line of said Johnsen South 53°47'33" East 3.98 feet to a point;

5) Thence southerly through Johnsen South 33°53'43" West 57.74 feet to a point;

6) Thence southerly through the same South 38°19'05" West 83.24 feet to a point;

7) Thence southerly through the same South 21°15'09" West 70.61 feet to a point;

8) Thence easterly through the same South 78°50'24" East 73.07 feet to a point located in the center of Little Wappinger Creek;

9) Thence southerly along said creek South 14°19'24" West 10.02 feet to a point;

10) Thence westerly through said Johnsen North 77°16'55" West 89.61 feet to the Point of Beginning.

Containing 4,638 square feet or 0.106 acres more or less

"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: July 18, 2016

Land Surveyor, Thomas E. Cerchiaro

P.L.S. License No.: 050732

Parcel 3 Area = 3,353 sq. ft.
0.077 Acres

Parcel 4 Area = 894 sq. ft.
0.021 Acres

Parcel 5 Area = 4,638 sq. ft.
0.106 Acres

AFIX SEAL

STATE OF NEW YORK
THOMAS E. CERCHIARO
050732
LICENSED LAND SURVEYOR

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

Date 12/21/16 20

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

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black	absent	
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

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

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017096 AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND TWO FEE ACQUISITIONS OF REAL PROPERTY FOR THE REPLACEMENT OF BRIDGE S-37 BULLS HEAD ROAD OVER THE LITTLE WAPPINGER CREEK IN THE TOWN OF STANFORD, FROM ANN MARIE JOHNSEN

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 0

Absent: 4 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2017096 AUTHORIZING ACQUISITION OF A PERMANENT EASEMENT AND TWO FEE ACQUISITIONS OF REAL PROPERTY FOR THE REPLACEMENT OF BRIDGE S-37 BULLS HEAD ROAD OVER THE LITTLE WAPPINGER CREEK IN THE TOWN OF STANFORD, FROM ANN MARIE JOHNSEN

Date: May 8, 2017

Government Services & Administration
Amended on Floor 5/8/2017

RESOLUTION NO. 2017097

RE: HOME RULE REQUEST - EXTENDING POLLING HOURS FOR PRIMARY ELECTIONS

Legislators FORMAN, BORCHERT, MICCIO, LANDISI, PULVER, AMPARO, STRAWINSKI, BRENDLI, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, New York State Election Law Section 8-100 (2) establishes polling hours for a primary election and the general election, and

WHEREAS, Election Law Section 8-100 (2) states that polls shall be open for voting during the primary election "from twelve o'clock noon until nine o'clock in the evening, except in the city of New York and the counties of Nassau, Suffolk, Westchester, Rockland, Orange, Putnam and Erie, and in such city or county from six o'clock in the morning until nine o'clock in the evening....", and

WHEREAS, it is the belief of the Dutchess County Legislature, that it is in the best interest of County residents to extend the hours for polling for primary elections consistent with other counties, served in particular by the Metro North commuter railroad, to give an opportunity to vote before commuting to work, and

WHEREAS, special home rule legislation would be required to amend the New York State Election Law to implement a change of hours for polling for primary elections in Dutchess County from twelve o'clock noon until nine o'clock in the evening to six o'clock in the morning until nine o'clock in the evening, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby request that the Legislature of the State of New York enact appropriate legislation amending Section 8-100 (2) of the New York State Election Law to provide for extending polling hours for primary elections consistent with the counties of Nassau, Suffolk, Westchester, Rockland, Orange, Putnam and Erie, and, be it further

RESOLVED, that the effective date shall be for primary elections occurring on or after January 1, 2018, and, be it further

RESOLVED, that a copy of this resolutions shall be forwarded to State Senators Sue Serino and Terrence Murphy and Assemblypersons Frank Skartados, Kieran Michael Lalor, Kevin Cahill, and Didi Barrett so that those State Legislators can properly sponsor the appropriate legislation which will make the granting of this resolution herein possible.

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 5/11/17

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

☐ No Fiscal Impact

FISCAL IMPACT STATEMENT

APPROPRIATION RESOLUTIONS

Total Current Year Cost **$ 118,800 per PE for Election Day workers**
*based on 180 election districts

Total Current Year Revenue and Source: **$**

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

Identify Line Item (s): 1050 and 1035
Related Expenses: Overtime and Election Day Workers

Nature of Expenses: Voter Convenience

Anticipated Savings to County: $ 0

Net county Cost (this year): **$ 0**

(over five years): **$640,000**

Additional comments:

The projected additional cost for a full day primary election over the course of five years is $640,000 and is driven by 8 primary elections during that time period based on the current laws of New York and a Congressional Primary that is mandated by Federal Court. There's no accurate method to predict what the cost increase would be because the County and State Board of Elections don't initiate primaries until petitions are filed on an annual or bi-annual basis, or until objections are adjudicated and our ability to consolidate election districts for the various primaries based on the number of eligible voters.

As a result, the following is based upon an assumption of 180 election districts per primary election, the state mandate of 4 inspectors per election district, federal labor laws, full day Election Day Worker rate of $250 and the policies and procedures of the Dutchess County Board of Elections.

Overtime for Full-Time Staff that work more than 40 hours in a week is $5,000.
Election Coordinators: 48 x $250 + $10 per ed x 180 eds is $13,800
Election Inspectors: 4 x $250 x 180 eds is $180,000
Total full day primary election cost is $198,000 equates to an increase of $80,000 per PE.
Based on the current mandates the potential number of primary elections over the next 5 years is 8 and therefore the potential cost increase equals $640,000.

This is in response to the request for more information concerning the proposed Resolution 97 extending voter hours in the local primaries based upon a Home Rule Request, more specifically the memorandum questioning the Board of Elections Fiscal Impact Statement previously submitted.

In 2015, which was the last local race year, Dutchess County had 144 Primary Election Districts manned by Election Inspectors for half a day. Presently, with half days, each inspector is paid $150 ($600 for the table of inspectors). For 180 districts this translates to $108,000. If a full day is required, then the pay increases to $250 per inspector or $1,000 per table or $180,000. This difference of $72,000, is a 66% increase.

The Resolution 97 memorandum suggests that there may only be 104 election districts based upon the number occurring during the presidential primary just past. However, this is grossly incorrect. The author confuses poll site numbers, apparently, with election districts. The number of consolidated districts was 145, not 104.

The number of districts consolidated is not based upon poll sites, nor expected voter turnout solely, it is dependent on ballot style and number of candidates filing for a given primary year. In 2015, the last local election year, for example the number was 144 districts ($144,000 would be the cost for a full day), more reliable than the last presidential primary in which most ballots were exactly the same, allowing greater consolidation.

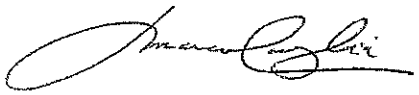
In any local election year, we use 180 (out of 220) as a safe estimate. It may often be fewer required districts, but there is no way to predict how many fewer. In year 2011, it was 169 for a local year (which would be $169,000).

It always depends upon how many unique ballots there are. The smallest difference in a ballot prohibits consolidation of that election district with others.

By way of example, at the last local primary year we had multiple party committee primaries in addition to county legislative primaries and town primaries. East Fishkill could have as many as 20 or more unique ballots depending upon how contentious party committee positions are. On information and belief, last time that town had 15 contests just for the Conservative Committee seats.

Comparison with Orange County, or other counties for that matter, regarding what an inspector is paid is immaterial. We base our pay upon what is required and what will attract a sufficient number of inspectors, which varies from county to county. We have determined the $250 for a full day is the minimum competitive amount for 15 hours of continuous work.

Respectfully submitted,



Marco Caviglia, Commissioner.

DUTCHESS COUNTY
BOARD OF ELECTIONS
47 Cannon Street
Poughkeepsie, NY 12601-3270
(845) 486-2473 (845) 486-3768 (fax)
www.dutchesselections.com

DEMOCRATIC
COMMISSIONER

Marco Caviglia

Memorandum to the Dutchess County Legislature

Re: Employee absence to vote.

At the Government Services & Administration Committee meeting on May 4, 2017, clarification was requested concerning an employee's right to time off in order to vote.

Briefly, Election Law 3-110 only allows the absence, during working hours and without loss of pay, for an employee who does not have sufficient time outside of his/her working hours within which to vote. If the beginning of one's working hours and the opening of the polls is less than four hours apart, or the end of one's working shift and the closing of the polls is not at least four hours, then the employee is entitled to the differential in time (not to exceed 2 hours) at the beginning or end of the work day to leave to vote. The worker must give notice to the employer between two and ten days beforehand.

The text of Election Law 3-110 is as follows:

1. If a registered voter does not have sufficient time outside of his working hours, within which to vote at any election, he may, without loss of pay for up to two hours, take off so much working time as will, when added to his voting time outside his working hours, enable him to vote.
2. If an employee has four consecutive hours either between the opening of the polls and the beginning of his working shift, or between the end of his working shift and the closing of the polls, he shall be deemed to have sufficient time outside his working hours within which to vote. If he has less than four consecutive hours he may take off so much working time as will when added to his voting time outside his working hours enable him to vote, but not more than two hours of which shall be without loss of pay, provided that he shall be allowed time off for voting only at the beginning or end of his working shift, as the employer may designate, unless otherwise mutually agreed.
3. If the employee requires working time off to vote he shall notify his employer not more than ten nor less than two working days before the day of the election that he requires time off to vote in accordance with the provisions of this section.
4. Not less than ten working days before every election, every employer shall post conspicuously in the place of work where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of this section. Such notice shall be kept posted until the close of the polls on election day.

Respectfully submitted

Marco Caviglia, Democratic Commissioner

RESOLUTION NO. 97

HOME RULE REQUEST – EXTENDING POLLING HOURS FOR PRIMARY ELECTIONS

Members of the Dutchess County Legislature:

The title of this Home Rule request speaks for itself. Dutchess County is the only county inside the "Metropolitan Commuter Transportation District" (NYC, Nassau, Suffolk, Westchester, Putnam, Orange & Rockland) that begin their polling hours on Primary Day elections at 12:00PM. Every other county mentioned open their Primary Day elections at 6:00AM.

The two groups of voters who stand to benefit the most by the earlier polling time would most likely be the commuters and the seniors.

As far as the "Fiscal Impact Statement" signed by both of the Commissioners at the Board of Elections – I simply do not agree with them. There are 220 **total** Election Districts in Dutchess County. The BOE makes every attempt to consolidate the districts for Primary Day elections. Their Fiscal Impact Statement uses **180** Election Districts. In the 2016 Presidential Primary, where we had <u>both</u> major party lines active in a Primary – with a very large Primary turnout, Dutchess County only used **104** Election Districts. So my question, **why did they use 180 ED's in their Fiscal Impact Statement?** I believe their numbers are skewed.

Please be advised the Fiscal Impact Statement **assumes** an increase in stipend from $150 (which is what we currently pay on Primary Day) to $250 (which is what we pay for a General Election in November) for the inspectors. An increase of $100 per inspector.

Looking at the bottom paragraph in their Fiscal Impact Statement:

Overtime for Full-Time Staff that work more than 40 hours in a week is $5,000.

Election Coordinators is 48 X ***$100 (which represents the assumed increase in pay) = $4,800 + $10 per ED (I'm using 104 ED's) = $1,040...total $5,840.***

Election Inspectors 4 X ***$100 = $400 X 104 ED's = $41,600***

Grand total would be approximately $52,440 per Primary Day Election.

The BOE is telling us the Fiscal Impact would be $80,000 per PE.

Once again this assumes Dutchess County is going to pay the inspectors $250 on Primary Day and another $250 in November. FYI - That represents 25% more than Orange County pays their inspectors. Orange County pays their inspectors $200 and $200 for working 6:00AM-9:00PM on both days.

There had been some talk in the past about possibly keeping the polling hours "as is" for the local Primary elections and going to "full days" for the state and federal Primary elections. I think that would be a mistake. I believe we should be consistent with our polling hours for our elections.

John Forman

RE: DC BOE

Haight, Erik
Sent: Tuesday, January 17, 2017 4:35 PM
To: Forman, John

John,
There isn't necessarily a correlation between the number of eds and machines deployed. There were 104 eds for the PPE.
Erik

From: Forman, John
Sent: Tuesday, January 17, 2017 11:59 AM
To: Haight, Erik
Subject: RE: DC BOE

Good morning Mr. Erik:

SUBJECT: Polling hours for Primary Elections

In your prior e-mails, you state Dutchess County has a total of 220 ED's.....and regarding the 2016 Presidential Primary Election, you said 150 machines were deployed. Does that imply that there were 150 ED's used for this Primary? If not, how many ED's did we have for this 2016 Presidential Primary?

Thanks!

John Forman

From: Haight, Erik
Sent: Wednesday, July 06, 2016 5:51 PM
To: Forman, John
Subject: Re: DC BOE

John,
I neglected to tell you there are 220 eds in Dutchess County. Thanks,
Erik

On Jul 6, 2016, at 4:35 PM, Haight, Erik <ehaight@dutchessny.gov> wrote:

> Hi John,
>
> I did have a great 4th of July and hope you and your family did as well. I was out of the county for work yesterday and spent the evening in Union Vale for their caucus and committee meeting so forgive me for any perceived delay. Although not mandatory, since I've been Commissioner there has always been an effort to consolidate election districts but there are rules and regulations that restrict the amount that we can consolidate. We deployed 150 machines for the Presidential Primary this year. Let me know if you have any further questions. Thanks,
>
> Erik
>
> ---
>
> **From:** Forman, John
> **Sent:** Tuesday, July 05, 2016 11:08 AM
> **To:** Haight, Erik

During Other County Business, Legislator Forman, duly seconded by Legislator Strawinski, made a motion to discharge Resolution No. 2017097 from committee.

Roll call on the foregoing motion resulted as follows:

AYES:	20	Borchert, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Forman, Flesland, Horton, Jeter-Jackson, Landisi, Metzger, Pulver, Rieser, Sagliano, Surman, Thomes, Truitt, Tyner
NAYS:	1	Incoronato
ABSENT:	4	Roman, Miccio, Nesbitt, Washburn

Motion adopted.

The foregoing resolution was discharged from committee.

Discussion on Resolution No. 2017097 proceeded as follows:

Legislator Forman, seconded by Legislator Black, moved to amend the foregoing resolution as follows:

RESOLVED, that the new hours for primary day elections in Dutchess County will take effect on 1/1/2018.

Legislator Metzger questioned if a date was included, could the state change the date.

Scott L. Volkman, Legislative Counsel, stated that the state could amend it.

Legislator Forman withdrew the amendment for Legislative Counsel to reword.

Scott L. Volkman, Legislative Counsel, suggested the following wording:

and, be it further

Resolved that the effective date shall be for primary elections occurring on or after January 1, 2018.

Legislator Forman, seconded by Legislator Black, moved to amend the foregoing resolution as follows:

and, be it further

Resolved that the effective date shall be for primary elections occurring on or after January 1, 2018.

Roll call on the foregoing amendment resulted as follows:

AYES:	21	Borchert, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Forman, Flesland, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Pulver, Rieser, Sagliano, Surman, Thomes, Truitt, Tyner
NAYS:	0	
ABSENT:	4	Roman, Miccio, Nesbitt, Washburn

Amendment adopted.

Roll call on the foregoing resolution resulted as follows:

AYES:	21	Borchert, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Forman, Flesland, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Pulver, Rieser, Sagliano, Surman, Thomes, Truitt, Tyner
NAYS:	0	
ABSENT:	4	Roman, Miccio, Nesbitt, Washburn

Resolution adopted.

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (C)		
District 4 - Town of Hyde Park	Black	absent	
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

Present: 11
Absent: 1
Vacant: 0

Resolution: ___
Motion: ✓

Total : 11 Yes, 0 No
Abstentions: 0

MS / JM
"Motion to table"

2017097
5.4.17

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 20 (Yes) 1 (No)

Absent: 4 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

Legislator Forman/Legislator Strawinski moved to discharge the resolution from committee:

Motion adopted

Resolution No. 2017097 Date: May 8, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** _____ _____

Absent: 4 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

Legislator Forman/Legislator Black moved to add the following:

RESOLVED, that the new hours for primary day elections in Dutchess County will take effect on 1/1/2018.

Amendment withdrawn

Resolution No. 2017097 Date: May 8, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 Yes 0 No

Absent: 4 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

Legislator Forman/Legislator Black moved to add the following:

and be it further,

RESOLVED, that the effective date shall be for primary elections occurring on or after January 1, 2018.

Amendment adopted

Resolution No. 2017097 Date: May 8, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 21 (Yes) 0 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017097 HOME RULE REQUEST - EXTENDING POLLING HOURS FOR PRIMARY ELECTIONS

Date: May 8, 2017

Budget, Finance, & Personnel

RESOLUTION NO. 2017098

RE: APPOINTMENT TO THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Legislators FLESLAND, BORCHERT, MICCIO, BOLNER, SAGLIANO, and TRUITT 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 Stacey M. Langenthal of Pleasant Valley, New York as a member of the Dutchess County Industrial Development Agency to replace Phyllis DiStasi Keenan.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Stacey M. Langenthal

1 Rock Ledge Drive
Pleasant Valley, NY 12569

(845) 240-3775
STACEYL@hvc.rr.com

Summary of Qualifications:
30 years of Banking experience, including 27 years of Commercial Lending, and 18 years of Management. Active leader in the Community having worked with numerous not for profit organizations, including two years as the Chair of the Board of the Dutchess County Regional Chamber (fka the Poughkeepsie Area Chamber of Commerce)

Experience:
Bank of Millbrook, Millbrook, NY
Executive Vice President, Chief Operation Officer (April 2013 – Present)
Reporting directly to the President of the Bank. Responsible for all day to day management and operations of the Bank.

Provident Bank, Middletown, NY
Senior Managing Director, Commercial Business Banking Team Leader (April 2012 – March 2013)

hinebeck Savings Bank, Poughkeepsie, NY
Senior Vice President, Commercial Lending Team Leader (January 2012 – March 2012)
Senior Vice President, Retail Banking (September 2004 – December 2011)

KeyBank National Association, Hudson Valley, NY
Senior Vice President, District Retail Leader (April 2003 – August 2004)
Senior Vice President, Commercial Banking Team Leader (June 1997 – April 2003)
Vice President, Commercial Relationship Manager (May 1996 - June 1997)
Vice President, Commercial Lender (November 1993 - May 1996)
Assistant Vice President, Commercial Lender (June 1991 - November 1993)

Marine Midland Bank, Poughkeepsie, NY
Commercial Lending Officer (1989-1991)
Human Resource Officer (1988-1989)

Poughkeepsie Savings Bank, Poughkeepsie, NY
Human Resources Positions (1986 – 1988)

Education:
Bachelor of Arts, Vassar College, Poughkeepsie, NY
Marine Midland/HSBC Credit Trained

Discussion on Resolution No. 2017098 proceeded as follows:

Legislator Tyner spoke regarding the need to have fair equity for companies.

Legislator Truitt called point of order because the resolution pertained to appointments.

Chairman Borchert ruled Legislator Tyner out of order.

Roll call on the foregoing resolution resulted as follows:

AYES:	20	Borchert, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Forman, Flesland, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Pulver, Rieser, Sagliano, Surman, Thomes, Truitt
NAYS:	1	Tyner
ABSENT:	4	Roman, Miccio, Nesbitt, Washburn

Resolution adopted.

Community Activity:

urrent Board Membership:

The Chamber Foundation (DCRCOC), Vice Chair
Millbrook Rotary Club, Treasurer
Millbrook Rotary Foundation
Dutchess Community College Foundation
Angel Blankets

Previous Board Membership:

Dutchess County Regional Chamber of Commerce
Greater Southern Dutchess Chamber of Commerce
New Horizons Resources
Literary Volunteers of Dutchess County
Mill Street Loft
Potential Unlimited
Board of the Affiliates of Vassar Hospital
Dutchess County Community Action Agency
American Cancer Society, Dutchess County Chapter
Tabernacle Christian Academy

Other Volunteer Committees/Activities:

DCRCOC – Nominating Committee
DCRCOC – Chair of Athena Committee
New Horizons – Vice Chair of Capital Campaign
Alzheimer Association – Co-Chair Night of Wine and Roses
Women's Leadership Alliance – Mentor
DCARC Golf Committee
American Heart Association – CPR Monday
Dutchess County Arts Council – 2010 and 2011 Arts Fund Panelist
CareNet Pregnancy Center - Volunteer
Tabernacle Baptist Church – Outreach Committee
Tabernacle Baptist Church - Vacation Bible School Director
Tabernacle Baptist Church – Childrens Church Committee

Graduate of Leadership Dutchess

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 11 **Resolution:** ✓ **Total :** 10 1

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

Vacant: 6 **Abstentions:** 0

2017098 APPOINTMENT TO THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 20 (Yes) 1 (No)

Absent: 4 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2017098 APPOINTMENT TO THE DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Date: May 8, 2017

BUDGET, FINANCE, AND PERSONNEL

RESOLUTION NO. 2017099

RE: APPOINTMENT TO THE DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

Legislators FLESLAND, BORCHERT, MICCIO, and BOLNER 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 Stacey M. Langenthal, as a member of the Board of Directors of the Dutchess County Local Development Corporation to replace Phyllis DiStasi Keenan:

APPOINTMENT

Stacey M. Langenthal
11 Rock Ledge Drive
Pleasant Valley, NY 12569
(replacing Phyllis DiStasi Keenan)

and, be it further

RESOLVED, that this Resolution shall be subject to confirmation by the County Executive.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 5/17/2017

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Stacey M. Langenthal

1 Rock Ledge Drive
Pleasant Valley, NY 12569

(845) 240-3775
STACEYL@hvc.rr.com

Summary of Qualifications:
30 years of Banking experience, including 27 years of Commercial Lending, and 18 years of Management. Active leader in the Community having worked with numerous not for profit organizations, including two years as the Chair of the Board of the Dutchess County Regional Chamber (fka the Poughkeepsie Area Chamber of Commerce)

Experience:
Bank of Millbrook, Millbrook, NY
Executive Vice President, Chief Operation Officer (April 2013 – Present)
Reporting directly to the President of the Bank. Responsible for all day to day management and operations of the Bank.

Provident Bank, Middletown, NY
Senior Managing Director, Commercial Business Banking Team Leader (April 2012 – March 2013)

hinebeck Savings Bank, Poughkeepsie, NY
Senior Vice President, Commercial Lending Team Leader (January 2012 – March 2012)
Senior Vice President, Retail Banking (September 2004 – December 2011)

KeyBank National Association, Hudson Valley, NY
Senior Vice President, District Retail Leader (April 2003 – August 2004)
Senior Vice President, Commercial Banking Team Leader (June 1997 – April 2003)
Vice President, Commercial Relationship Manager (May 1996 - June 1997)
Vice President, Commercial Lender (November 1993 - May 1996)
Assistant Vice President, Commercial Lender (June 1991 - November 1993)

Marine Midland Bank, Poughkeepsie, NY
Commercial Lending Officer (1989-1991)
Human Resource Officer (1988-1989)

Poughkeepsie Savings Bank, Poughkeepsie, NY
Human Resources Positions (1986 – 1988)

Education:
Bachelor of Arts, Vassar College, Poughkeepsie, NY
Marine Midland/HSBC Credit Trained

Community Activity:

urrent Board Membership:

The Chamber Foundation (DCRCOC), Vice Chair
Millbrook Rotary Club, Treasurer
Millbrook Rotary Foundation
Dutchess Community College Foundation
Angel Blankets

Previous Board Membership:

Dutchess County Regional Chamber of Commerce
Greater Southern Dutchess Chamber of Commerce
New Horizons Resources
Literary Volunteers of Dutchess County
Mill Street Loft
Potential Unlimited
Board of the Affiliates of Vassar Hospital
Dutchess County Community Action Agency
American Cancer Society, Dutchess County Chapter
Tabernacle Christian Academy

Other Volunteer Committees/Activities:

DCRCOC – Nominating Committee
DCRCOC – Chair of Athena Committee
New Horizons – Vice Chair of Capital Campaign
Alzheimer Association – Co-Chair Night of Wine and Roses
Women's Leadership Alliance – Mentor
DCARC Golf Committee
American Heart Association – CPR Monday
Dutchess County Arts Council – 2010 and 2011 Arts Fund Panelist
CareNet Pregnancy Center - Volunteer
Tabernacle Baptist Church – Outreach Committee
Tabernacle Baptist Church - Vacation Bible School Director
Tabernacle Baptist Church – Childrens Church Committee

Graduate of Leadership Dutchess

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello	absent	

Present: 11 **Resolution:** ✓ **Total :** 10 1

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

Vacant: 0 **Abstentions:** 0

2017099 APPOINTMENT TO THE DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

Date: May 4, 2017

Roll Call Sheets

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

Present: 21 **Resolution:** ✓ **Total :** 20 1

Absent: 4 **Motion:** ____ Yes No

Vacant: 0 **Abstentions:** 0

2017099 APPOINTMENT TO THE DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

Date: May 8, 2017

Dutchess County Legislature

Commendation: Eagle Scout Justin Hutchings

Legislator Jeter-Jackson offers the following and moves its adoption:

WHEREAS, Justin Hutchings is a member of Boy Scout Troop 275 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor on April 15, 2017, and

WHEREAS, Justin Hutchings has demonstrated a commitment to the highest ideals of Scouting and to his community earning 22 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Eagle Scout Justin Hutchings has held the positions of Scribe, Historian, Librarian, and Assistant Troop Leader, and

WHEREAS, Justin's Eagle Scout Project was performed at Locust Grove Historic Estates Museum Nature Preserve in Poughkeepsie, New York, where he created 10 directional signs and 10 scavenger hunt signs to replace those that were damaged and these signs will greatly improve the ability of the 80,000 annual visitors to navigate its grounds and learn about the world around them, and

WHEREAS, Justin is a sophomore at Spackenkill High School and he plans to attend college and major in geology or science, 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 Scout Justin Hutchings, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Justin Hutchings, its best wishes in all of his future endeavors.

STATE OF NEW YORK **Resolution No. 2017100**

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 8th day of May 2017, 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 8th day of May 2017.

Carolyn B. Morris

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Commendation: Eagle Scout Steven J. Buck

Legislators Metzger and Bolner offer the following and moves its adoption:

WHEREAS, Steven J. Buck is a member of Boy Scout Troop 86 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor on April 17, 2017, and

WHEREAS, Steven started his scouting career as a Tiger Cub with Cub Scout Pack 227 and then joined Boy Scout Troop 86, and

WHEREAS, Steven J. Buck has demonstrated a commitment to the highest ideals of Scouting and to his community earning 32 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Eagle Scout Steven J. Buck. has held the positions of Patrol Leader, Assistant Senior Patrol Leader and served two terms as Quartermaster, and

WHEREAS, Steven's Eagle Scout Project was performed at St. Columba Roman Catholic Church/School in Hopewell Junction, New York, where he constructed from scratch, a 12 raised-bed vegetable garden with the goal of students planting and tending vegetables that once harvested will be used to supply a local food pantry run by the Society of St. Vincent de Paul, and

WHEREAS, the garden itself measures 54' x 24' and is enclosed by a 18 posts that are 7' tall with Tenax fence and has 2 entry gates, 1 lift gate for larger equipment and 2 sitting benches and a large work bench and Steven raised $1,800 to complete this project, and

WHEREAS, Steven is a senior at John Jay High School where he plays basketball and is employed as a life guard and he will be attending SUNY Fredonia in the fall where he plans to study finance as part of a business major, 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 Scout Steven J. Buck, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Steven J. Buck, its best wishes in all of his future endeavors.

STATE OF NEW YORK ss:

COUNTY OF DUTCHESS

Resolution No. 2017101

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Commendation: Christopher Benincasa

Legislator Strawinski offers the following and moves its adoption:

WHEREAS, Christopher Benincasa is a member of Boy Scout Troop 42 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor on April 29, 2017, and

WHEREAS, Christopher Benincasa has demonstrated a commitment to the highest ideals of Scouting and to his community earning 39 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Eagle Scout Christopher Benincasa has held the positions of Senior Patrol Leader, Patrol Leader, Troop Guide, and Den Chef, and

WHEREAS, Christopher's Eagle Scout Project was performed at the Eleanor Roosevelt National Historic Site in Hyde Park, New York, where he refurbished approximately 1 mile of existing trails with footbridge, and

WHEREAS, Christopher is a student at Red Hook High School where he participates in Mock Trial, Wrestling, Track and Field, and is also a member of 4-H and after graduation plans to pursue a career in litigation, 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 Scout Christopher Benincasa, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Christopher Benincasa, its best wishes in all of his future endeavors.

STATE OF NEW YORK Resolution No. 2017102

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 8th day of May 2017, 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 8th day of May 2017.

Carolyn Morris

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Commendation: Alex Van Pelt

Legislator Strawinski offers the following and moves its adoption:

WHEREAS, Alex Van Pelt is a member of Boy Scout Troop 42 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor on April 29, 2017, and

WHEREAS, Alex Van Pelt has demonstrated a commitment to the highest ideals of Scouting and to his community earning 33 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Eagle Scout Alex Van Pelt has held the positions of Assistant Senior Patrol Leader, Assistant Patrol Leader, and Historian, and

WHEREAS, Alex's Eagle Scout Project was performed at the Farm Lane Trail National Park in Hyde Park, New York, where he constructed and installed a footbridge along the trail and installed gravel in historically flood prone sections to improve the surface for hikers, and

WHEREAS, Alex is a student at Red Hook High School where he participates in the band and jazz band, junior varsity/varsity wrestling, track and cross country, and plans on attending college and majoring in chemistry, 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 Scout Christopher Alex Van Pelt, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Alex Van Pelt, its best wishes in all of his future endeavors.

STATE OF NEW YORK Resolution No. 2017103

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 8th day of May 2017, 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 8th day of May 2017.

Carolyn Morris

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Commendation: Vaughn Donovan

Legislator Strawinski offers the following and moves its adoption:

WHEREAS, Vaughn Donovan is a member of Boy Scout Troop 42 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor on April 29, 2017, and

WHEREAS, Vaughn Donovan has demonstrated a commitment to the highest ideals of Scouting and to his community earning 36 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Vaughn's Eagle Scout Project was performed at St. Christopher's School in Red Hook, New York, where he constructed benches with welded steel frames and plastic lumber for durability for the outdoor Stations of the Cross, and

WHEREAS, Vaughn is a student at Red Hook High School and he hopes that his example may help others proceed with what they might want to do and follow his example, 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 Scout Vaughn Donovan, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Vaughn Donovan, its best wishes in all of his future endeavors.

Resolution No. 2017104

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Commendation: Connor Donovan

Legislator Strawinski offers the following and moves its adoption:

WHEREAS, Connor Donovan is a member of Boy Scout Troop 42 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor on April 29, 2017, and

WHEREAS, Connor Donovan has demonstrated a commitment to the highest ideals of Scouting and to his community earning 35 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Connor's Eagle Scout Project was performed at St. Christopher's Church in Red Hook, New York, where he replaced the worn pathway between the Church's parking lots with a new rich walkway that is arched for drainage with a split rail fence, and

WHEREAS, Connor is a student at Red Hook High School and he hopes to see many other young men follow in his footsteps down the scouting trail, 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 Scout Connor Donovan, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Connor Donovan, its best wishes in all of his future endeavors.

Resolution No. 2017105

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Proclamation: Mental Health Awareness Month

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

WHEREAS, mental health is essential to everyone's overall health and well-being, and

WHEREAS, all Americans experience times of difficulty and stress in their lives, and

WHEREAS, prevention is an effective way to reduce the burden of mental illnesses, and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges, and protect their health and well-being, and

WHEREAS, mental illnesses are real and prevalent in our nation, and

WHEREAS, with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives, and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental illnesses and has a responsibility to promote mental wellness and support prevention efforts, now, therefore be it

RESOLVED, that the Dutchess County Legislature does hereby proclaim May 2017 as Mental Health Month in Dutchess County and call upon the citizens, government agencies, public and private institutions, businesses and schools in Dutchess County to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages.

Resolution No. 2017106

STATE OF NEW YORK ss:

COUNTY OF DUTCHES

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

PROCLAMATION: MAY AS LYME DISEASE AWARENESS MONTH

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

WHEREAS, May is Lyme Disease Awareness Month and with the high number of reported cases in New York, it is important to inform the residents of Dutchess County on how to protect themselves and their families from contracting this disease, and

WHEREAS, according to the Centers for Disease Control and Prevention, Lyme Disease is the most common rapidly emerging infectious disease not limited to age, ethnicity, or geographical area, and

WHEREAS, the incidence of Lyme Disease is greatest in the northeastern, mid-Atlantic, and north central regions of the United States, and

WHEREAS, Lyme Disease was named in 1977 when arthritis was observed in a cluster of children in and around Lyme, Connecticut. The Council of State and Territorial Epidemiologist (CSTE) designated Lyme Disease as a nationally notifiable disease in January, 1991, and

WHEREAS, Lyme Disease is the most common vector-borne disease in the United States. It is caused by the tick-borne spirochete *Borrelia burgdorferi* where the spirochete is transmitted to the human blood stream by the bite of various species of ticks, and

WHEREAS, detection of this is difficult to diagnose because it imitates other conditions and there currently is not a reliable test to determine the infection. Lyme Disease can cause early symptoms such as rash and flu-like symptoms, fever, muscle aches, headaches, and fatigue to mention a few. Often the symptoms will disappear only to later reappear in a more serious and difficult to treat disseminated form, and

WHEREAS, the best defense is to wear light colored clothing when outdoors and to check one's self carefully for ticks. Proper tick removal is imperative, and if done correctly and promptly, can aid in the prevention of the disease, and

WHEREAS, public awareness of this serious disease is necessary for prevention and treatment, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby proclaim May as Lyme Disease Awareness Month in Dutchess County and urges all citizens to take suitable precautions to avoid the risk of contracting Lyme Disease and to be aware of the symptoms so that appropriate treatment can be obtained.

STATE OF NEW YORK Resolution No. 2017107

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Condolence: Rudolph P. Russo

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

WHEREAS, the Dutchess County Legislature has learned with sadness and regret of the recent death of Rudolph P. Russo, on April 6, 2017, at the age of 87, and

WHEREAS, Rudolph P. Russo was born in Flushing, New York on March 12, 1930, to Santo and Santina (Muzzicato) Russo, and

WHEREAS, Rudy graduated from Pawling High School, earned a BA in political science from Manhattan College and graduated from Columbia Law School in 1953 and he then served our country by enlisting in the United States Navy, attended Naval Officer Candidate School in Newport, Rhode Island and served as an Airborne Combat Intelligence Officer and he was a Lieutenant in the Naval Reserves for many years, and

WHEREAS, Rudy was admitted to the New York State Bar in 1957 and had practiced law in Dutchess County for 60 years and served his community as a town judge and the attorney for the towns of Beekman and Pawling, served on Dutchess County's first Board of Representatives following the adoption of the Charter in 1968 and 1969 and later as Chairman and Legislative Counsel of the Dutchess County Legislature from 1979 to 1996 and also served as the attorney for Dutchess Community College, and

WHEREAS, Rudy was the Chairman and CEO of Colorocs Information Technologies from 1994 to 2003 where he helped the company obtain several patents and in 2014 he was elected as a member of the Board of Directors of Salisbury Bank and Trust Company where he served on the Trust and the Audit committees, and

WHEREAS, his passing will be mourned by his 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 Rudolph P. Russo, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Rudolph P. Russo.

STATE OF NEW YORK ss: Resolution No. 2017108

COUNTY OF DUTCHES

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS CLERK OF THE LEGISLATURE

Dutchess County Legislature

Condolence: Laura H. Doyle

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

WHEREAS, the Dutchess County Legislature has learned with sadness and regret of the recent death of Laura H. Doyle, on April 17, 2017, at the age of 81, and

WHEREAS, Laura H. Doyle, was born on September 20, 1935, in Poughkeepsie, she was the daughter of the late Martin W. and Lucille Davis Hayes, and

WHEREAS, Laura's career of service with Dutchess County spanned 20 years beginning in the Department of Social Services in 1982 and then on to the Department of Health in 1984 where she served until her retirement in 2012, and

WHEREAS, Laura was a communicant of St. Paul's Mission Church in Staatsburg, she was Past-President of the Altar Rosary Society, and a Eucharistic Minister, who visited many local nursing homes and she was also a part of Regina Coeli Parish in Hyde Park and the Adoration Chapel where she was a former part of the rectory staff, and

WHEREAS, Laura was active in the community as a member of the Staatsburg Homemakers and a longtime volunteer with the Hyde Park Meals-on-Wheels, 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 Laura H. Doyle, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Laura H. Doyle.

Resolution No. 2017109

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 8th day of May 2017, 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 8th day of May 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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

Maria Feorie, spoke in favor of declaring Dutchess County a sanctuary county.

Ariel Cordova, City of Poughkeepsie, spoke in favor of declaring Dutchess County a sanctuary county.

Valerie Carlisle, LaGrange, spoke in support of campaign finance.

Bill McCabe, Union Vale, spoke in support of campaign finance.

Richard M. Hooley, Ed.D., Superintendent of BOCES introduced himself to the Legislature.

Tom Price, City of Poughkeepsie, spoke in opposition to the current county bus routes.

Carol Madrid, City of Poughkeepsie, urged the expansion of the Gail Webster shelter and Hudson River Housing.

Terri Schneider spoke regarding the need for in-patient beds for children with mental disabilities.

Constantine Kazolias, City of Poughkeepsie, spoke in favor of a county takeover of all of the police departments in the county. He also spoke in favor of providing housing for homeless veterans. He spoke in opposition to a merger between the City and County bus system.

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

Adjourned in memory of Rudolph P. Russo and Laura H. Doyle at 10:02 pm