

REGULAR MEETING  
OF THE  
DUTCHESS COUNTY LEGISLATURE

Monday, March 9, 2026, 6:30 p.m.

The Chair of the Legislature called the meeting to order at 6:33 p.m.

PRESENT: 20      ARNOFF, ATKINS, BRENDLI, CASWELL, DARROW, DRAGO,  
FAUST, GILES, KAUL, KEARNEY, LAWLER, MCHOUL, METZGER,  
MUNN, REDL, RHODES, SHAH, TRESKA, VALDÉS SMITH, WINSBY

ABSENT: 5      ALEXANDER, HOUSE, JOHNSON, POLASEK, ROLISON

PRESENT/LATE: 0

QUORUM PRESENT

**Pledge of Allegiance**

**Invocation** given by the Reverend Katrina Ross Zezza, Pastor of Pleasantville Presbyterian Church of Hudson River Presbytery and a moment of silent meditation

**Proclamations**

- Proclamation recognizing Women’s History Month
  - Legislature Chair Valdés Smith and Legislators Arnoff, Kaul, Kearney, Rhodes, Shah and Winsby presented the proclamation.
- Proclamation recognizing Dutchess County Animal Rescue and Advocacy Organizations
  - Legislator Shah presented the proclamation
- Proclamation recognizing Youth Arts Month
  - Legislator Winsby presented the proclamation

WHEREAS, women of every race, ethnicity, faith, tradition, and socioeconomic background have shaped the moral, economic, and civic foundation of our nation and of Dutchess County, by expanding opportunity in countless recorded and unrecorded ways, and continue to shape the civic life of our County today; and

WHEREAS, the history of Dutchess County and the Hudson Valley bears the imprint of extraordinary women whose courage and leadership reshaped our community and our country; and

WHEREAS, the history of Dutchess County and the Hudson Valley bears the imprint of extraordinary women whose courage and leadership reshaped our community and our country, including Sojourner Truth of the Hudson Valley; Madam Catheryna Brett and Margaret Fuller of Beacon; Maria Mitchell of Vassar College; Jane Matilda Bolin and Helen Wilkinson Reynolds of Poughkeepsie; Eleanor Roosevelt and Frances Perkins of Hyde Park; and Joan Tower of Bard College, each of whom expanded opportunity, dismantled barriers, and advanced women's rights; and

WHEREAS, women have led and participated in transformative movements for suffrage, abolition, emancipation, labor protections, and civil rights, strengthening fairness and equal justice for all; and

WHEREAS, many women carry multiple responsibilities simultaneously, serving as professionals, caregivers, mentors, and providers, including those who first earned election to this Legislature, first ascended to the Dutchess County Court bench, and first served as Dutchess County Executive, thereby opening doors of public service to others; and

WHEREAS, women's labor, both paid and unpaid, sustains our families, economy, and civic life, even as disparities in compensation and advancement remain; now, therefore, be it

RESOLVED that the Dutchess County Legislature hereby proclaims March 2026 as Women's History Month in Dutchess County and calls upon all residents to honor the achievements of the women who have shaped our history, recognize the leadership of the women who serve our community today, and recommit ourselves to advancing opportunity, fairness, and equal justice for women for generations to come.

WHEREAS, animal rescue and advocacy organizations provide essential public health and community services throughout Dutchess County by rescuing and rehabilitating homeless and at-risk animals and placing them in safe, permanent homes; and

WHEREAS, from small, boots-on-the-ground, volunteer-led groups conducting Trap-Neuter-Return initiatives to larger nonprofit institutions providing low-cost veterinary services, their collective contribution to humane treatment, disease prevention, including rabies vaccination and community well-being is immeasurable; and

WHEREAS, through spay-and-neuter programs, veterinary care, and public education on responsible pet ownership and kindness toward animals, these organizations prevent suffering, reduce overpopulation, and protect public health; and

WHEREAS, this work is often performed under demanding and heartbreaking circumstances, sustained largely by dedicated volunteers and foster families; and

WHEREAS, these efforts have enriched the lives of Dutchess County residents by welcoming companion animals as cherished members of their families; and

WHEREAS, organizations providing such service within Dutchess County include, but are not limited to, Animal Rescue Foundation, CARE of DC, Crate Escape, Dutchess County SPCA, Hudson Valley Animal Rescue, Mid-Hudson Animal Aid, PANT, Stray Help, Take Me Home Pet Rescue, and other similarly situated local organizations; now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby commends and recognizes these animal rescue and advocacy organizations for their dedication, compassion, and sustained service to animals and the community; and be it further

RESOLVED, that the Legislature expresses its sincere appreciation to the staff, volunteers, foster and adoptive families, and supporters who make this lifesaving work possible; and be it further

RESOLVED, that a copy of this Resolution be transmitted to the recognized organizations as an expression of the gratitude of the Legislature and the residents of Dutchess County.

WHEREAS, the arts are an invaluable cultural and educational asset in communities and societies across the world, building bridges and fostering understanding and appreciation in unique ways; and

WHEREAS, Dutchess County is home to many artists and arts enthusiasts across the myriad forms of artistic expression, from visual arts to performance and fine arts, poetry and prose, dance and other disciplines; and

WHEREAS, many Dutchess County youth engage meaningfully with the arts and contribute to the thriving arts culture in Dutchess County through participation in school arts education, community arts programs, and through individual initiatives; and

WHEREAS, Youth Art Month is observed annually in March, celebrating arts education and supporting creativity, innovation and expression for youth, who are the future of the arts; and

WHEREAS, it is the desire of the Dutchess County Legislature to voice its support and congratulations to Dutchess County youth in arts; now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby proclaims March 2026 as Youth Art Month in Dutchess County and celebrates the many Dutchess County youth artists for their passion, expression and invaluable contributions to the arts.

### **Privilege of the Floor with respect to printed agenda items**

Marie Taylor of LaGrange spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Sandy Stratton-Gonzalez of Fishkill spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Steve Taylor spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Matt Dodson of Poughkeepsie spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Keith Williams of Poughkeepsie spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Jessie Van Amberg of Beacon spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Toni Maeck of Fishkill spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Julie Winterbothem of Beacon spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Laura Murphy spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Anna McKiernan of Beekman spoke in favor of the resolution opposing the proposed detention facility in Chester

David and Linda Brennan of the City of Poughkeepsie spoke in favor of the resolution opposing the proposed detention facility in Chester

Kevin Pellon of the City of Poughkeepsie spoke in favor of the resolution opposing the proposed detention facility in Chester

Esther Jackson of the Village of Fishkill spoke in favor of the resolution opposing the proposed detention facility in Chester

Hon. Evan Menist City Councilman in the City of Poughkeepsie spoke in favor of the resolution opposing the proposed detention facility in Chester

Vincent McCabe of the City of Poughkeepsie spoke in favor of the resolution opposing the proposed detention facility in Chester

Suprina Troche of Poughkeepsie spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Rosemary of Poughkeepsie spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Thea Burgess of Rhinebeck spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Melvina Holloway of Poughkeepsie spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Hon. Jamar Cummings the City of Poughkeepsie spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Trinity Montoya of Poughkeepsie spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Dana O'Malley of Beacon spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Peter Turoff of LaGrange spoke in favor of the Resolution opposing the proposed detention facility in Chester.

Enrico Cassio of Poughkeepsie spoke in favor of the Resolution opposing the proposed detention facility in Chester.

## **Approval of Prior Month's Meeting Minutes**

February 9, 2026

Moved by Majority Leader Atkins, seconded by Assistant Majority Leader Munn.

The Legislature unanimously adopted the foregoing minutes.

## **Reports**

Legislator Arnoff reported on the activities of the Citizens Advisory Committee on Domestic Violence, and advised about an upcoming presentation.

Legislator Rhodes reported that she and Legislator Brendli met with a childcare organization (name).

Legislator Drago reported on a childcare forum in Pine Plains and spoke highly of the event, and further spoke about an upcoming public safety meeting in Milan.

Legislator Faust reported that he attended the law enforcement academy graduation of 19 new officers in Dutchess County and wished them well.

Legislator Kaul reported that she attended an environmental conference and discussed topics including solid waste disposal and impact on human health. She further reported on an upcoming presentation for the Environment Committee.

## **Consent Agenda**

Amend Something Previously Adopted - January 5, 2026 Board Meeting Minutes

Resolutions

**2026025** BOND RESOLUTION DATED MARCH 9, 2026. A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,086,360 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK. TO PAY PART OF THE COST OF THE PURCHASE AND INSTALLATION OF A 911 EMERGENCY CALL RESPONSE SYSTEM, FOR SAID COUNTY, AND ACCEPTANCE OF A NEW YORK STATE DIVISION OF HOMELAND SECURITY GRANT FOR SAID CALL RESPONSE SYSTEM

**2026031** AMENDING THE 2026 ADOPTED COUNTY BUDGET AS IT PERTAINS TO OPIOID SETTLEMENT FUNDS AND THE DEPARTMENT OF MENTAL HEALTH

**2026032** AMENDING THE 2026 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE ASSISTED OUTPATIENT TREATMENT PROGRAM AND THE DEPARTMENT OF MENTAL HEALTH

**2026036** AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE  
ADJUSTMENT ACT

**2026040** AUTHORIZATION TO ACQUIRE IN FEE, REAL PROPERTY OWNED BY  
OBSIDIAN ML 5, LLC IN CONNECTION WITH THE SIDEWALK IMPROVEMENT  
PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF  
MILLERTON

**2026041** AUTHORIZING EXECUTION OF A MAINTENANCE AGREEMENT WITH THE  
TOWN OF AMENIA AND HARLEM VALLEY RAIL TRAIL ASSOCIATION, INC, FOR THE  
REPAIR AND MAINTENANCE OF THE HARLEM VALLEY RAIL TRAIL

**2026042** PERSONS REQUIRED TO FILE AN ANNUAL STATEMENT OF FINANCIAL  
DISCLOSURE PURSUANT TO THE DUTCHESS COUNTY CODE OF ETHICS

Moved by Majority Leader Atkins. Seconded by Assistant Majority Leader Munn.

Discussion: None

The Legislature unanimously adopted the Consent Agenda.

RESOLUTION NO. 2026025

BOND RESOLUTION DATED MARCH 9, 2026.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,086,360 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY PART OF THE COST OF THE PURCHASE AND INSTALLATION OF A 911 EMERGENCY CALL RESPONSE SYSTEM, FOR SAID COUNTY, AND ACCEPTANCE OF A NEW YORK STATE DIVISION OF HOMELAND SECURITY GRANT FOR SAID CALL RESPONSE SYSTEM.

Legislators VALDES SMITH, ATKINS, MUNN, REDL and RHODES offer the following and move its adoption:

WHEREAS, the Department of Emergency Response has advised of a new capital project upgrading the Vesta 911 Calling System, to replace the current outdated system, and

WHEREAS, the capital project hereinafter described, as proposed (the "Project"), has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have any significant adverse impact on the environment and

WHEREAS, it is now desired to authorize the financing of such capital project and

WHEREAS, it is necessary for this Legislature to authorize the establishment of a new capital project account which pertains to this project, and

WHEREAS, it is necessary for this Legislature to amend the 2026 Adopted County Budget to accept \$1,639,396 in grant funding from the New York State Division of Homeland Security and Emergency Services ("NYS DHS") and provide for the receipt and expenditure of said funds, and to authorize the execution of a grant agreement with NYS DHS, in substantially the same form as attached hereto, as well as execution of any documentation that may be required in furtherance of the above project and grant, NOW THEREFORE, BE IT

RESOLVED, that this Legislature hereby authorizes the County Executive, or her designee, to accept the grant award from the New York State Division of Homeland Security and

Emergency Services in connection with the above project and further authorizes and empowers the County Executive, or her designee, to execute said grant agreement, as well as to execute any and all documentation that may be required in furtherance of the above Project and grant, on behalf of the County of Dutchess, and NOW, THEREFORE

BE IT FURTHER RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Dutchess, New York, as follows:

Section 1. The purchase and installation of a 911 Emergency Call Response System, for the County of Dutchess, New York, including incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$2,725,756.

Section 2. The plan for the financing of such maximum estimated cost shall be as follows:

- a) By the issuance of \$1,086,360 bonds of said County hereby authorized to be issued pursuant to the provisions of the Local Finance Law; and
- b) By the application and expenditure of \$1,639,396 State aid monies, which expenditure is hereby authorized therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is ten years, pursuant to subdivision 98 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of

said County, a tax sufficient to pay the principal of, and interest on, such bonds as the same become due and payable.

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

Section 6. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 7. Such bonds shall be in fully registered form and shall be signed in the name of the County of Dutchess, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 8. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on

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

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

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

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

- 2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

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

\* \* \* \* \*

CA-015-26  
LDF/rjw  
G-0145-B  
01/16/2026  
Fiscal Impact: See Attached

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE  
Date March 12, 2026

STATE OF NEW YORK  
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 9<sup>th</sup> day of Mar, 2026 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 11<sup>th</sup> day of Mar, 2026.



*[Signature]*  
JULIE MATROISHI, CLERK OF THE LEGISLATURE

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

Present:	<u>20</u>	Resolution:	_____	Total :	<u>20</u>	<u>6</u>
Absent:	<u>5</u>	Motion:	<u>Atkins/Munn</u>	Yes		No
Vacant:	<u>0</u>			Abstentions:	_____	

## CONSENT AGENDA

- 2026025 - Bond Resolution Dated March 9, 2026
- 2026031 - Amending the 2026 Adopted County Budget (Opioid Settlement Fund)
- 2026032 - Amending the 2026 Adopted County Budget (OSF - Assisted Outpatient Treatment)
- 2026036 - Authorizing Amendment of Funding Under Trade Adjustment Act
- 2026040 - Acquire Real Property Owned by Obsidian
- 2026041 - Maintenance Agreement with Town of Amenia and Harlem Valley Rail Trail
- 2026042 - Persons Required to File and Annual Statement of Financial Disclosure

The foregoing resolution was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

This resolution was thereupon declared duly adopted.

\* \* \* \* \*



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature  
this March \_\_\_\_, 2026.

(CORPORATE SEAL)

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Clerk, County Legislature

## LEGAL NOTICE

The following entitled bond resolution, a summary of which is published herewith, has been adopted on March 9, 2026, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Dutchess, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

Dated: Poughkeepsie, New York,

March 9, 2026.

/s/Julie Shiroishi  
Clerk, County Legislature

RESOLUTION NO.

BOND RESOLUTION DATED MARCH 9, 2026.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,086,360 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY PART OF THE COST OF THE PURCHASE AND INSTALLATION OF A 911 EMERGENCY CALL RESPONSE SYSTEM, FOR SAID COUNTY, AND ACCEPTANCE OF A NEW YORK STATE DIVISION OF HOMELAND SECURITY GRANT FOR SAID CALL RESPONSE SYSTEM.

<b>Specific object or purpose:</b>	Purchase/installation of a 911 Emergency Call Response System
<b>Period of probable usefulness:</b>	10 years
<b>Maximum estimated cost:</b>	\$2,725,756
<b>Amount of bonds to be issued:</b>	\$1,086,360 bonds
<b>Other monies:</b>	\$1,639,396 State aid
<b>SEQRA status:</b>	Type II Action

2026 ERS 911 system

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	\$1,086,360	\$108,636	\$36,284	\$144,920
2	977,724	108,636	32,656	141,292
3	869,088	108,636	29,028	137,664
4	760,452	108,636	25,399	134,035
5	651,816	108,636	21,771	130,407
6	543,180	108,636	18,142	126,778
7	434,544	108,636	14,514	123,150
8	325,908	108,636	10,885	119,521
9	217,272	108,636	7,257	115,893
10	108,636	108,636	3,628	112,264
<b>TOTAL</b>		<u>\$1,086,360</u>	<u>\$199,564</u>	<u>\$1,285,924</u>
<b>AVG. PER YEAR</b>		\$108,636	\$19,956	\$128,592

**FISCAL IMPACT STATEMENT**

TOTAL PRINCIPAL	\$1,086,360	
ANTICIPATED INTEREST RATE <sup>(1)</sup>		3.34%
TERM 10 YEARS	ANTICIPATED FEES:	\$10,756
ANTICIPATED ANNUAL COST (PRIN + INT):		\$128,592
TOTAL PAYBACK (ANNUAL COST x TERMS):		\$1,285,924

PREPARED BY HEIDI SEELBACH

<sup>(1)</sup> Rate is subject to change based upon a) market conditions at time of debt issuance and b) term of financing which is dependent upon the structuring of all debt issued when this project is ultimately financed.

**H0674 -Vesta 911 System Upgrade**

**APPROPRIATIONS**

Increase

H0674.3020.2500.05	Other Equipment 5 Year	\$1,296,042
H0674.3020.4609	Maint -Service Contracts	\$572,546
H0674.3020.4670.108	Subscr & Dues Software	\$164,350
H0674.3020.4401.105	Professional Services Consultants	\$682,062
H0674.3020.3900	Bond Issuing costs	\$10,756
		<u>\$2,725,756</u>

**REVENUES**

Increase

H0674.3020.33890.23	Other Pub Safety NYS SFY2025 Next Generatior	\$1,639,396
H0674.3020.57100	Serial Bonds	\$1,086,360
		<u>\$2,725,756</u>

**SUE SERINO**  
COUNTY EXECUTIVE



**WILLIAM H. BEALE**  
COMMISSIONER

**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF EMERGENCY RESPONSE

**MEMORANDUM**

**TO:** A. Gregg Pulver, Deputy County Executive

**FROM:** William H. Beale, Commissioner, Department of Emergency Response *WMB*

**DATE:** January 15, 2026

**RE:** RESOLUTION REQUEST TO ESTABLISH AND FUND A CAPITAL PROJECT FOR THE VESTA 911 CALLING SYSTEM FOR THE DUTCHESS COUNTY DEPARTMENT OF EMERGENCY RESPONSE

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Attached, please find a Resolution Request and Fiscal Impact Statement outlining the Capital Project for upgrading the Vesta 911 Calling System. The current County 911 Call System is outdated, with equipment at the end of its lifecycle and no longer under warranty. The total project costs are \$2,715,000, of which grant funding will cover approximately 60% of the total cost. The grant funds of \$1,639,396 were awarded to Dutchess County Department of Emergency Response by New York State Division of Homeland Security and Emergency Services specifically for Next Generation 911 to enhance public safety operations including strengthening 911 communications infrastructure. The grant monies were awarded after the budget process was finalized. We are requesting \$1,075,604 bond funding, supplemented by the awarded grant, to complete the capital project.

I am requesting Legislative approval to add these funds to the Department of Emergency Response to establish and fund the capital project.

The 911 Vesta phone answering system will enhance NG911 capabilities for Dutchess County's Public Safety Answering Points (PSAP) and our backups. The improvements will benefit the county's residents safety and well-being by providing faster response times, improved accuracy, better call handling and enhanced reliability.

Your consideration and approval of this request is greatly appreciated.



**Homeland Security  
and Emergency Services**

**KATHY HOCHUL**  
Governor

**JACKIE BRAY**  
Commissioner

September 16, 2025

The Honorable Sue Serino  
Dutchess County Executive  
County Office Building  
22 Market Street, 6th Floor  
Poughkeepsie, NY 12601

Dear Ms. Serino:

I am pleased to announce that Dutchess County has been awarded \$1,639,396 under the New York State SFY2025 Next Generation 911 (NG911) Grant Program that is administered by my agency. It is important to note that this program funding is offered on a one-time basis and allows for State support through grant funding for counties to enhance their public safety operations, including strengthening 911 communication infrastructure. These enhancements are critical in emergency situations to ensure that public safety personnel are prepared as they receive and respond to calls for service. The NG911 program focuses on the overarching goal of increasing statewide capabilities to receive and relay 911 calls in accordance with the current National Emergency Number Association (NENA) i3 standard. This ensures that each county's communication system is capable of receiving emerging types of requests for service and supporting a multijurisdictional response. We made a concerted effort with this program to ensure eligible expenses are as expansive as possible in an effort to meet the unique emergency communication needs of your county. All projects must directly support advancing your county's NG911 capabilities, as not doing so will impact potential funding initiatives for this crucial initiative in the future. Your participation in this program is another example of the successful partnerships that continues to develop across public safety and emergency services throughout the State.

The performance period for the SFY2025 Next Generation 911 (NG911) Grant Program will be five (5) years (September 1, 2025 – August 31, 2030). Expenses that you wish to claim must occur within this period. It is critical that you execute your NG911 projects as soon as possible since NG911 readiness is a critical priority statewide and we want to assure that we are collectively contributing to meeting that objective by spending these grant funds in a timely manner. Our Grants Program Administration staff will work with your designated NG911 point of contact to provide additional administrative guidance and to develop the grant contract.

On behalf of Governor Kathy Hochul, 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, Mark J. Balistreri, at 518-322-4939.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Jackie Bray  
Commissioner

<p><b>STATE AGENCY</b>                  New York State Division of Homeland Security and Emergency Services                  1220 Washington Avenue                  Building 7A Suite 710                  Albany, NY 12242</p>	<p><b>NYS COMPTROLLER'S NUMBER:</b> C197482                  (Contract Number)</p> <p><b>ORIGINATING AGENCY CODE:</b> 01077</p>
<p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)                  Dutchess County                  22 Market St                  Poughkeepsie, NY 12601</p>	<p><b>TYPE OF PROGRAMS:</b> SFY2025 NG911  <b>CFDA NUMBER:</b>  <b>DHSES NUMBERS:</b> WM25197482</p>
<p><b>FEDERAL TAX IDENTIFICATION NO:</b> 14-8002566  <b>MUNICIPALITY NO:</b> (if applicable) 130100000 000  <b>SFS VENDER NO:</b> 1000002431  <b>DUN &amp; BRADSTREET NO:</b> D3RRG8P2LNQ4</p>	<p><b>INITIAL CONTRACT PERIOD:</b>                  FROM 09/01/2025 TO 08/31/2030  <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$1,639,396.00</p>
<p><b>STATUS:</b>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><b>MULTI-YEAR TERM:</b> (if applicable)</p>
<p><b>CHARITIES REGISTRATION NUMBER:</b></p> <p><u>n/a</u>                  (Enter number of Exempt)                  if "Exempt" is entered above, reason for exemption.  <u>n/a</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b></p> <p><input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services                  BY: , Date:  <b>State Agency Certification:</b> "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".  <b>GRANTEE:</b>                  BY: Susan Serino , County Executive Date: <u>12/01/2025</u></p>	
<p><b>ATTORNEY GENERAL'S SIGNATURE</b></p> <p>_____                  Title: _____                  Date: _____</p>	<p><b>COMPTROLLER'S SIGNATURE</b></p> <p>_____                  Title: _____                  Date: _____</p>

12/1/25, 10:47 AM

Award Contract

**Award Contract**

**Next Generation 911 (NG911) Grant Program**

**Project No.**  
NG25-1037-E00

**Grantee Name**  
Dutchess County

12/01/2025

**Award Contract****Next Generation 911 (NG911) Grant Program****Project No.****Grantee Name**

NG25-1037-E00

Dutchess County

12/01/2025

## APPENDIX A

## STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be

required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State

Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions

of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia,

Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012> Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Ver June 2023

Certified by - Susan Serino on 12/01/2025

**Award Contract****Next Generation 911 (NG911) Grant Program****Project No.**

NG25-1037-E00

**Grantee Name**

Dutchess County

12/01/2025

NEW YORK STATE  
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES  
GRANT CONTRACT

## APPENDIX A-1

The State of New York Contract for grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement", is hereby made by and between the State of New York acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ("Contractor" or "Subrecipient") identified on the face page hereof (Face Page).

## WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

## STANDARD TERMS AND CONDITIONS

## I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts <sup>1</sup>
2. Appendix A-1
3. Modifications to the Face Page
4. Modifications to Appendices B, C and D
5. The Face Page
6. Appendices B, C and D
7. Other attachments, including, but not limited to, the request for proposal or program application

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract Period shall not exceed the amount specified as "Funding Amount for the Initial Period" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating

certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

D. **Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. **Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. **Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. **Notice:** All notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted :

- a. by certified or registered United States mail, return receipt requested;
- b. by facsimile transmission;
- c. by personal delivery;
- d. by expedited delivery service; and/or
- e. by e-mail.

Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. **Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

I. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. **Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. **Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and

report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Law: All of the specific federal requirements that are applicable to the Contract are identified in Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part, with federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section IV shall supersede all other provisions of the Contract where required.

N. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

## II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations,

policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c. **Non-Responsibility:** Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. **Convenience:** The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. **Lack of Funds:** If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. **Force Majeure:** Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

## 2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

## 3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

- a. the repayment to the State of any monies previously paid to the Contractor; or
- b. the return of any real property or equipment purchased under the terms of the Contract; or
- c. an appropriate combination of clauses (a) and (b) of Section II(C)(3) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. **Suspension:** The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

## III. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

### A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment

benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

#### B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

#### C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

#### D. Property:

1. For the purposes of the Contract, "Property" is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to

the Contractor retaining possession of the Property to use for similar purposes.

b. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

#### E. Records and Audits:

##### 1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. **personal service expenditures:** cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. **payroll taxes and fringe benefits:** cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Federal Funds: For records and audit provisions governing Federal funds, please see Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

#### F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

#### G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in

any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(G) (2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to State Entity.

I. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

a.) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

b.) any debts owed for UI contributions, interest, and/or penalties;

c.) the history and results of any audit or investigation; and

d.) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

#### L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

#### M. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

##### 1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section III(M)7 of this Appendix or enforcement proceedings as allowed by the Contract.

##### 2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ("MWBE") participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

### 3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph "a" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### 4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### 5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### 6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### 7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

#### 8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

#### M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

#### EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

#### N. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

3. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

4. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

5. Additionally, Contractor must adhere to their own procurement policies and procedures and, at a minimum, the following guidelines when making all procurements. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and, for Federally-funded awards, contractor must comply with 2 CFR §200.320(c).

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(N)(5)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between \$5,000 and \$9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

#### IV. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to \$500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting

requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <https://www.gao.gov/topics/auditing-and-financial-management>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?>

SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

O. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

P. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

Q. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level

established by the non-Federal entity for financial statement purposes, or \$5,000. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

#### R. Remedies.

In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

#### S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

#### T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

U. Davis-Bacon Act. (Applicable to contracts for construction work)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

#### ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the

payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4) Apprentices and trainees —

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less

than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland "Anti-Kickback" Act (Applicable to contracts for construction work greater than \$2,000)

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than \$100,000 and mechanics or laborers)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of \$150,000)

#### Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et, seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. Debarment and Suspension. (Applicable to contracts greater than \$25,000)

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than \$100,000)

#### Byrd Anti-Lobbying Amendment, 31 US.C. § 1352 (as amended)

Contractors that apply or bid for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an

employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**AA. Procurement of Recovered Materials.** (Applicable where work involves the use of materials and the contract value is over \$10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

- i. Competitively within a time frame providing for compliance with the Agreement performance schedule
- ii. Meeting agreement performance requirements; or
- iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

a) **Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) **Prohibitions.**

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) **Exceptions.**

1) This clause does not prohibit contractors from providing—

- i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials

without specific FEMA pre-approval.

#### GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

#### HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

#### II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

#### JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b) (1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

#### LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

#### MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

#### NN. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

#### OO. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

#### PP. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.fema.gov/grants/policy-guidance/buy-america>

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

#### ENDNOTES:

<sup>1</sup> To the extent that section IV- Federally Funded Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section IV shall supersede all other provisions of the Contract.

VER 08/2024

Certified by - Susan Serino on 12/01/2025

**Award Contract**

**Next Generation 911 (NG911) Grant Program**

**Project No.**  
NG25-1037-E00

**Grantee Name**  
Dutchess County

12/01/2025

**Budget Summary by Participant**

Dutchess County

Dutchess County Department of Emergency Response - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	NENA i3 Compliant Call Handling Equipment (Phone System, CPUs/CPUs monitors, peripheral equipment for workstations/interface hardware and Related Equipment)	N/A	1	\$902,500.00	\$902,500.00	\$902,500.00	\$0.00
2	Cybersecurity Software and Related Items	N/A	1	\$164,350.00	\$164,350.00	\$164,350.00	\$0.00
<b>Total</b>					<b>\$1,066,850.00</b>	<b>\$1,066,850.00</b>	<b>\$0.00</b>

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Call Handling Software and Maintenance Services	1	\$572,546.00	\$572,546.00	\$572,546.00	\$0.00
<b>Total</b>				<b>\$572,546.00</b>	<b>\$572,546.00</b>	<b>\$0.00</b>

<b>Total Project Costs</b>	<b>Total Cost</b>	<b>Grant Funds</b>	<b>Matching Funds</b>
	\$1,639,396.00	\$1,639,396.00	\$0.00

<b>Total Contract Costs</b>	<b>Total Cost</b>	<b>Grant Funds</b>	<b>Matching Funds</b>
	\$1,639,396.00	\$1,639,396.00	\$0.00

RESOLUTION NO. 2026031

RE: AMENDING THE 2026 ADOPTED COUNTY BUDGET AS IT PERTAINS TO OPIOID SETTLEMENT FUNDS AND THE DEPARTMENT OF MENTAL HEALTH

Legislators VALDÉS SMITH, ATKINS, POLASEK, BRENDLI, CASWELL, DRAGO, KAUL, KEARNEY, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, the Commissioner of the Department of Mental Health ("DMH") has advised that the County shall receive opioid settlement funds for many years to come, and

WHEREAS, the Department of Mental Health ("DMH") seeks authorization to appropriate \$18,000 of Restricted Opioid Settlement Funds to provide equine therapy services for people who utilize the treatment programs and the Empowerment Center at 230 North Road, and

WHEREAS, the program will serve mental health recipients, including individuals with opioid use disorder (OUD) and/or occurring substance use and mental health conditions, and

WHEREAS, equine therapy is a trauma-informed, recovery-support, and treatment-adjacent behavioral health intervention and these non-clinical services align with approved uses of Restricted Opioid Settlement Funds, and

WHEREAS, it is necessary to amend the 2026 Adopted County Budget to provide funds to meet the County's need for these services, now therefore, be it

RESOLVED, that the Commissioner of Finance is hereby authorized, empowered and directed to amend the 2026 Adopted County Budget as follows:

APPROPRIATIONS

Increase		
A.4320.80.4401.106	Professional Services	<u>\$18,000</u>

REVENUES

Increase		
A.4320.80.95110.16	Appropriated Reserve Opioid Settlement	<u>\$18,000</u>

APPROVED

CA-019-26; CRC/mar/rjw  
02/03/2026; G-1922; Fiscal Impact: See attached statement

STATE OF NEW YORK  
COUNTY OF DUTCHESS

SUSAN J. SERINO  
COUNTY EXECUTIVE

Date March 12, 2026

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 11<sup>th</sup> day of March, 2026, 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 11<sup>th</sup> day of March, 2026.



*[Signature]*  
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

Present:	<u>20</u>	Resolution:	_____	Total :	<u>20</u>	<u>0</u>
Absent:	<u>5</u>	Motion:	<u>Atkins/Munn</u>	Yes		No
Vacant:	<u>0</u>	Abstentions:	_____			

## CONSENT AGENDA

- 2026025 - Bond Resolution Dated March 9, 2026
- 2026031 - Amending the 2026 Adopted County Budget (Opioid Settlement Fund)
- 2026032 - Amending the 2026 Adopted County Budget (OSF - Assisted Outpatient Treatment)
- 2026036 - Authorizing Amendment of Funding Under Trade Adjustment Act
- 2026040 - Acquire Real Property Owned by Obsidian
- 2026041 - Maintenance Agreement with Town of Amenia and Harlem Valley Rail Trail
- 2026042 - Persons Required to File and Annual Statement of Financial Disclosure

**SUE SERINO**  
COUNTY EXECUTIVE



**JEAN-MARIE NIEBUHR, LCSW-R**  
COMMISSIONER

**DUTCHESS COUNTY GOVERNMENT**  
**DEPARTMENT OF MENTAL HEALTH**

## MEMORANDUM

**To:** Sue Serino, Dutchess County Executive  
**FROM:** Sean Griffin, Director of Budget and Finance - DMH  
**DATE:** January 29, 2026  
**SUBJECT:** Resolution Request – Amending 2026 Budget to appropriate additional OSF funding to support a new contract

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The Department of Mental Health seeks authorization to appropriate \$18,000 to provide equine therapy services for people who utilize the treatment programs and the Empowerment Center at 230 North Road. Equine therapy is a trauma-informed, recovery-support, and treatment-adjacent behavioral health intervention. The program will serve mental health recipients, including individuals with opioid use disorder (OUD) and/or co-occurring substance use and mental health conditions.

Services are non-clinical and do not replace psychotherapy or medical treatment. Instead, the program functions as a structured recovery-support service that complements existing treatment, supervision, diversion, and re-entry programming. Ground-based experiential activities facilitated by trained practitioners are designed to promote emotional regulation, behavioral stabilization, accountability, and recovery-oriented skill development.

Participation is limited to individuals referred or approved by County-designated staff. The program is not recreational or enrichment-based and is aligned with approved opioid settlement fund uses, including treatment support, recovery services, and trauma-informed care.

Compensation shall be provided on a not-to-exceed basis in an amount of \$18,000 subject to available appropriations and County approval.

Please do not hesitate to contact me if you have any questions or concerns.

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 18,000

Total Current Year Revenue \$ 18,000  
and Source

Restricted Opioid Settlement Funds

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

Identify Line Items(s):

A.4320.80.4401.106 - \$18000 (Professional Services Program)

A.4320.80.95110.16 - \$18000 (Appropriated Reserve Opioid Settlement)

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \$ 0  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

The Department of Mental Health seeks authorization to appropriate \$18,000 to provide equine therapy services for people who utilize the treatment programs and the Empowerment Center at 230 North Road. All costs associated with this contract will be funded through Restricted Opioid Settlement Funds and will not require any additional County appropriations. Participation is limited to individuals referred or approved by County-designated staff. The program is not recreational or enrichment-based and is aligned with approved opioid settlement fund uses, including treatment support, recovery services, and trauma-informed care.

Prepared by: Sean Griffin, Director of Budget and Finance

Prepared On: 1/29/2026

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2026032

RE: AMENDING THE 2026 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE ASSISTED OUTPATIENT TREATMENT PROGRAM AND THE DEPARTMENT OF MENTAL HEALTH

Legislators VALDÉS SMITH, ATKINS, POLASEK, BRENDLI, CASWELL, DRAGO, KAUL, KEARNEY, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, the Department of Mental Health ("DMH") has advised that New York State Office of Mental Health ("NYS OMH") enacted the FY 2025-2026 Budget, which includes \$16.5 million in new State Aid to local governments to strengthen and enhance the Assisted Outpatient Treatment ("AOT") programs statewide, and

WHEREAS, this funding initiative is intended to improve outcomes for individuals with complex behavioral needs by increasing voluntary engagement, strengthening risk management, and enhancing coordination among counties, service providers, hospitals, courts, law enforcement, and emergency response systems, and

WHEREAS, NYS OMH guidance requires that counties utilize this funding to employ at least one (1) Full-Time Equivalent ("FTE") to support AOT program enhancements, and

WHEREAS, this position will be fully supported by NYS OMH AOT State Aid and reported in accordance with required Consolidated Fiscal Reporting ("CFR") guidelines, and

WHEREAS, it is necessary to amend the 2026 Adopted County Budget to provide funds to authorize the hiring of one (1) Full-Time Equivalent (FTE) Behavioral Health Specialist I position to meet the County's obligation under NYS OMH AOT program guideline requirements, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2026 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.4320.44.1010.1030                      Positions Temp Help                      \$71,640

REVENUES

Increase

A.4320.44.34900.02                      Mental Health SA Claim                      \$71,640

CA-018-26; CRC/rjw; G-1922; 01/30/2026; Fiscal Impact: See Attached.

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 9<sup>th</sup> day of March 2026, 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 11<sup>th</sup> day of March 2026.

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE



*Julie Hiroishi*  
JULIE HIROISHI, CLERK OF THE LEGISLATURE

Date March 12, 2026

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

Present:	<u>20</u>	Resolution:	_____	Total :	<u>20</u>	<u>0</u>
Absent:	<u>5</u>	Motion:	<u>Atkins/Munn</u>	Yes		No
Vacant:	<u>0</u>	Abstentions:	_____			

## CONSENT AGENDA

- 2026025 - Bond Resolution Dated March 9, 2026
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- 2026042 - Persons Required to File and Annual Statement of Financial Disclosure



**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF MENTAL HEALTH

## MEMORANDUM

**To:** Sue Serino, Dutchess County Executive  
**FROM:** Sean Griffin, Director of Budget and Finance - DMH  
**DATE:** January 29, 2026  
**SUBJECT:** Resolution Request – Amending 2026 Budget to recognize and appropriate additional AOT State Aid

---

The purpose of this resolution is to authorize the hiring of one (1) Full-Time Equivalent (FTE) Behavioral Health Specialist I position within the Department of Mental Health to support the administration, oversight, and enhancement of the Assisted Outpatient Treatment (AOT) program, as required under recently issued guidance from the New York State Office of Mental Health (OMH).

In May 2025, the New York State Legislature enacted the FY 2025–26 Budget, which included \$16.5 million in new State Aid to local governments to strengthen and enhance AOT programs statewide. This funding initiative is intended to improve outcomes for individuals with complex behavioral health needs by increasing voluntary engagement, strengthening risk management, and enhancing coordination among counties, service providers, hospitals, courts, law enforcement, and emergency response systems.

OMH guidance requires counties to utilize this funding to employ at least one (1) FTE to support AOT program enhancements. This position will be fully supported by New York State Office of Mental Health AOT State Aid and reported in accordance with required Consolidated Fiscal Reporting (CFR) guidelines.

Please do not hesitate to contact me if you have any questions or concerns.

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 71,640

Total Current Year Revenue \$ 71,640  
and Source

NYS OMH State Aid

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

Identify Line Items(s):

A.4320.44.1010.1030 - \$71,640 (Positions Temporary Help)  
A.4320.44.34900.02 - \$71,640 (Mental Health State Aid Claims)

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \$0 \_\_\_\_\_

Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

Approval of this resolution will authorize the hiring of one (1) Full-Time Equivalent (FTE) Behavioral Health Specialist I position within the Department of Mental Health to support the Assisted Outpatient Treatment (AOT) program. The costs associated with this position will be fully funded through New York State Office of Mental Health (OMH) AOT State Aid made available under the FY 2025–26 New York State Budget. Approval of this resolution will result in no additional cost to Dutchess County.

Behavioral Health Specialist I - Grade 15

Prepared by: Sean Griffin, Director of Budget and Finance

Prepared On: 1/29/2026



## Office of Mental Health

### Assisted Outpatient Treatment State Aid Guidance Assisted Outpatient Treatment 170-A

In May of 2025, the New York State Legislature enacted the FY 2025–26 Budget, that included \$16.5 million in state aid to localities with the goal of increasing the opportunity for Enhanced Voluntary Agreements (EVA's) and enhancing quality oversight and administration of NYS Assisted Outpatient Treatment (AOT) "Kendra's Law" program. This includes working in partnership with the local government unit (LGU) and community supports and services to decrease high risk events, increase efficiency of outdated infrastructure, increase voluntary participation and improve individual outcomes.

Since the inception of the program in 1999, counties have received an annual investment from OMH to administer their AOT program and support community services as required in statute. Pursuant to Mental Hygiene Law Sections 9.47 and 9.48, counties are required to administer and oversee services for individuals under an AOT order. This funding will remain a critical support for ongoing monitoring of complex needs populations, risk management, service coordination and all other AOT LGU activities as outlined in statute, legislation and guidance from New York State Office of Mental Health (NYS OMH).

The addition of new dollars in the 2025 budget initiative allows the State and County to fill critical roles in the implementation and oversight of the AOT program to improve outcomes for individuals served. With a growing behavioral health services infrastructure, and an emphasis on a recovery-oriented approach to service delivery, diversionary opportunities and improved coordination of care will be necessary. This new initiative is intended to introduce Enhanced Voluntary Agreements (EVAs) as a statewide option and improve service coordination in communities across New York State, including efforts with hospitals, treatment providers, courts, local law enforcement agencies and emergency response stakeholders. Such funding will require and empower Counties to offer the opportunity for Enhanced Voluntary Agreements (EVAs) in accordance with guidelines established by OMH, as a part of every County AOT plan. Counties must demonstrate increased availability for EVAs and demonstrate improvements to their local risk management approaches.

OMH will allocate funding to each Local Government Unit (LGU) to:

- Develop and Implement Enhanced Voluntary Agreement (EVA) policy and procedure consistent with OMH issued guidance. Key elements of the EVA policy will include:
  - County tracking and monitoring plan for individuals on EVAs including technical assistance for providers and EVA utilization in accordance with any OMH issued guidance
  - A county staffing plan to outline EVA related tasks including budget allocation
  - Policies and procedures outlining follow up and care coordination activities for individuals on or stepping down from EVA.
- Ensure the County AOT Policy and Procedure manual is kept up to date, with at least annual updates, to include the most current required county activities and

policies and procedures, including but not limited to the following requirements and best practices:

- Ensure Local practices are aligned with current NYS MHL 9.60 statutory language including amendments with county attorney review.
  - Ensure Timely Investigation policy and procedure that reflects the statewide threshold of 6 months/180 days, as outlined in AOT Guidance found here: [NYS Timely Investigation Policy](#)
  - Establish a weekly reporting process for all care management providers to the county for purposes of supporting and monitoring progress/ status of persons under AOT orders.
  - Local service verification procedure to ensure services are being provided to AOT recipients according to AOT orders and are appropriately supporting AOT recipients in their recovery.
  - Transfer policy that reflects the process of sending and accepting transfers of recipients under AOT orders to and from other counties.
  - County AOT/EVA Staffing and budget plan.
- Submit all AOT/EVA related data to OMH, as requested.
  - Communicate training and technical assistance needs to regional OMH AOT leads.
  - Establish or maintain a local service and support committee focused on collaboration and coordination with mental health providers, emergency services, local hospital, ERs and other local stakeholder groups interfacing with complex needs populations to improve individual outcomes (i.e., decrease emergency room use, increase voluntary services coordination/participation) with a focus on clinical care recovery and individual needs.
  - Ensure access and appropriate allocation of ACT and Care Management Consumer Service Dollars to support short-term or emergent social care related needs of AOT recipients, including but not limited to household items or other needs associated with housing or shelter, transportation or food. Guidance for use of service dollars is outlined on the OMH website: [Consumer Service Dollars](#). Counties will work with service providers to ensure appropriate use of dollars and understand most significant local needs.

In order to implement these objectives, the counties must use these dollars (2310) to:

- Employ at least 1 Full Time Employee (FTE), at the county or by contract, to serve as a complex care expert who will:
  - Work with existing County AOT staff to implement the County AOT plan, including new policy and procedures related to EVAs and other required AOT program enhancements.
  - Coordinate care with AOT and EVA service providers, local hospitals, OMH and all other AOT/EVA stakeholders.
  - Ensure collaborative agreements are in place with hospitals in support of improved discharge planning for individuals being considered for AOT or EVA.
  - Provide technical assistance to providers supporting individuals on EVAs.
  - Monitor county utilization of EVA vs. AOT

- Work with local law enforcement to ensure appropriate use of removals and coordination of crisis responses.

A budget and staffing plan for this funding will reflect time spent on EVA tracking, monitoring, coordination of care.

\*Exception for 1 FTE will be considered for the smallest counties where a partial FTE may be warranted. Counties must contact the OMH Field Office for such requests with an explanation of how all AOT/EVA requirements will be met absent this FTE.

In addition, counties may use this funding to support other costs of operating the AOT/EVA management including:

- AOT program administration related expenses including:
  - AOT psychiatric evaluations
  - AOT related court fees
  - Technology related to care coordination, transmission of AOT orders/EVA's or related data
- Costs of facilitation of case consultations or stakeholder meetings to address complex care needs of individuals served under AOT or EVA or individuals who may be considered for AOT or EVA but may instead be effectively diverted to voluntary services.

If AOT/EVA infrastructure is in place and related local needs are met, a county may seek approval from OMH to use underspend on related expenses and direct services for complex needs populations. The county will contact the OMH Field Office for approval of alternative or related spending including:

- Supporting the provision of services for individuals with complex needs (i.e. increasing service dollars for an ACT team).
- Outreach and engagement for complex needs populations.
- Transportation, employment, or housing related expenses for complex needs populations that is not already funded.
- Crisis services coordination or management across counties or regions that is not already funded.

**Maintenance of Effort Requirement:**

LGUs are expected to maintain funding levels for the AOT ("Kendra's Law") program in place prior to this new allocation of funds. As described above, the new funding is meant to enhance existing resources and is not an opportunity to re-direct existing county support for AOT activities.

**Reporting Requirements:**

An annual report will be required to track categories of spend/underspend as well as programmatic deliverables. To note:

- AOT infrastructure money should be reported on the CFR under program code 2310.

- Funds given in 170A will not be eligible to be used in program code 0890-LGU Administration.
- Please reach out to your field offices to request appropriate underspend use.
- Tracking use of EVA and any issues or problems associated and outcome measures will be required.

RESOLUTION NO. 2026036

RE: AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ACT

Legislators VALDÉS SMITH, POLASEK, BRENDLI, CASWELL, DRAGO, KAUL, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, the United States Congress enacted the Workforce Innovation and Opportunity Act (WIOA) to provide the framework for a unique workforce preparation and employment system designed to meet the needs of businesses and the needs of job seekers and those who want to further their careers, and

WHEREAS, Dutchess County was awarded up to \$500,000.00 to administer a new five-year statewide initiative known as the New York Systems Change and Inclusive Opportunities Network (NY SCION), and

WHEREAS, as part of the \$500,000.00 award, the New York State Department of Labor has provided a \$100,000 allocation to Dutchess County for the fifth year of the five-year statewide initiative, for the operation of PY 2024, YEAR 5 funding NY SCION funding for the period of January 1, 2026 through June 30, 2027, which constitutes the Subaward Period of Performance, and

WHEREAS, PY24, YEAR 5 Funding SCION, is a Notice of Award (NOA), an extension of the term period only of January 1, 2026 through June 30, 2027 will not require separate resolution separate resolution, now therefore be it,

RESOLVED, that the Commissioner of Finance be and hereby is authorized, empowered and directed to accept the allocation of funding under the above NY SCION Program and amend the following accounts:

APPROPRIATIONS

Increase

CD6292.2024.4845 NY SCION Program Funding \$100,000

REVENUES

Increase

CD6292.2024.47910.50 NY SCION Program Funding \$100,000

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE  
Date March 13, 2026

CA-020-26: LM/BPI/mar/riw: G-1263: 02/03/2026: Fiscal Impact: See Attached.

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 9<sup>th</sup> day of March 2026 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 11<sup>th</sup> day of March 2026.



*Julie Strohsh*  
JULIE STROSH, CLERK OF THE LEGISLATURE

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Amoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

Present: 20 Resolution: \_\_\_\_\_ Total: 20  
 Absent: 5 Motion: Atkins / Munn Yes 0  
 Vacant: 0 Abstentions: \_\_\_\_\_ No

## CONSENT AGENDA

- 2026025 - Bond Resolution Dated March 9, 2026
- 2026031 - Amending the 2026 Adopted County Budget (Opioid Settlement Fund)
- 2026032 - Amending the 2026 Adopted County Budget (OSF - Assisted Outpatient Treatment)
- 2026036 - Authorizing Amendment of Funding Under Trade Adjustment Act
- 2026040 - Acquire Real Property Owned by Obsidian
- 2026041 - Maintenance Agreement with Town of Amenia and Harlem Valley Rail Trail
- 2026042 - Persons Required to File and Annual Statement of Financial Disclosure



**Dutchess County Workforce Development Board**

3 Neptune Road Poughkeepsie, NY 12601 Telephone (845) 463-0517 Fax (845) 463-0100 www.dcwib.org

*"Driving economic growth through Workforce Partnerships"*

MEMORANDUM

TO: Susan J. Serino, County Executive

FROM: Louise McLoughlin, Executive Director,  
Dutchess County Workforce Investment Board

SUBMISSION DATE: February 2, 2026

NOA RECEIVED: January 29, 2026

PROJECT DESCRIPTION: NY SCION- Program Year 2024, Year 5 Funding

RE: SCION resolution

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The DCWIB receives Notices of Authority (NOA) from the New York State Department of Labor (NYSDOL) to provide training and employment services to adults, dislocated workers and youth who reside in Dutchess County. NOA's either supply additional funding or rescind expired funding. The attached NOA is supplying additional funding to Dutchess County. This NOA is dated 1/20/2026 and was received via email on 1/29/2026.

The New York State Department of Labor (NYSDOL) has awarded our local area \$100,000 per year for 5 consecutive years. This represents Year 5 (PY24) of NY SCION funding. This program is currently operating. The DCWIB respectfully requests that this resolution is presented at the next available meeting of the Dutchess County Legislature.

NOA- \$100,000

- Year 5
- Program Year: PY24
- Date Range: 1/1/2026-6/30/2027
- This is our fifth installment of five installments.

Please find (attached) the SCION Resolution to accept PY24 funding.

Please contact me at 845-463-0517 x204 if you have any questions or require additional information.

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3 Neptune Road Poughkeepsie, NY 12601  
Telephone (845) 463-0517 Fax (845) 463-0247 www.dcwib.org

*The programs provided by this agency are partially funded by moneys received from the County of Dutchess  
EOE/P auxiliary aids and services are available upon request to individuals with disabilities*



RESOLUTION NO. 2026040

RE: AUTHORIZATION TO ACQUIRE IN FEE, REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON

Legislators VALDÉS SMITH, ALEXANDER, BRENDLI, DRAGO, LAWLER, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, the County is the owner of County Route 62 (Maple Avenue) and is responsible for the maintenance and improvement of same, and

WHEREAS, by Resolution No. 2024206, Dutchess County assumed lead agency status for a proposed sidewalk improvement project to CR 62 (Maple Avenue), in the Town of North East, Village of Millerton (the "Project"), which Project includes the acquisition of various properties, and

WHEREAS, by Resolution No. 2024206, Dutchess County further determined that this Project is classified as an Unlisted Action pursuant to Article 8 of the Environmental Conservation Law and Part 617.6 of the NYCRR (SEQRA) and will not result in significant adverse impacts, and

WHEREAS, because the parties reached an impasse in negotiating the purchase of property needed for this Project, this Legislature in Resolution No. 2025167 authorized the Commissioner of Public Works on behalf of Dutchess County to commence condemnation proceedings pursuant to Eminent Domain Procedure Law for the acquisition in fee of real property owned by Obsidian ML 5, LLC located at 97 Route 44, Town of North East, Village of Millerton, described as approximately 1,530.77 +/- square feet, on Map No. 5 of Tax Grid No. 133801-7271-15-504270-0000, and

WHEREAS, despite receiving authorization to condemn, the parties continued negotiations regarding the purchase of the needed property, and now Obsidian ML 5, LLC and the Department of Public Works ("DPW") desire to enter an Agreement to Purchase Real Property between the County and the property owner, a copy of which is annexed hereto, and

WHEREAS, DPW has recommended that the subject property be purchased for the sum of \$20,101.40 plus authorization to spend up to \$1,000 in related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now therefore, be it

RESOLVED, that the County Executive or her designee is authorized to execute the Agreement 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 upon the receipt from the property owner of an executed Deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay to the property owner the sum of \$20,101.40 and up to \$1,000 in related expenses, if any, for such conveyance, and be it further

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

CA-021-26  
AMS/tjw  
R-1079-D  
02/02/2026  
Fiscal Impact: See Attached

APPROVED

*Susan J. Serino*

SUSAN J. SERINO  
COUNTY EXECUTIVE

Date March 12, 2026

STATE OF NEW YORK

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 9<sup>th</sup> day of March, 2026, 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 11<sup>th</sup> day of March, 2026.



*Julie Shiroishi*  
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

Present: 20 Resolution: \_\_\_\_\_ Total: 20  
 Absent: 5 Motion: Atkins/Munn Yes 0  
 Vacant: 0 Abstentions: \_\_\_\_\_ No

## CONSENT AGENDA

- 2026025 - Bond Resolution Dated March 9, 2026
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**SUE SERINO**  
COUNTY EXECUTIVE



**ROBERT H. BALKIND, P.E.**  
COMMISSIONER

**DAVID C. WHALEN**  
DEPUTY COMMISSIONER

**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF PUBLIC WORKS

**MEMORANDUM**

**TO:** Robert H. Balkind, P.E., Commissioner  
**FROM:** Matthew W. Davis, Assistant Civil Engineer I *MD*  
**DATE:** January 22, 2026

**RE: RESOLUTION REQUEST TO ACQUIRE IN FEE, REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NY**

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The Department of Public Works is seeking authorization to acquire in fee a 1,530.77 +/- square foot parcel of real property described on Map 5, Parcel 5, for the purchase price of \$20,101.40.

This fee parcel is a portion of the property located at 97 Route 44, Millerton, NY 12546, with the parcel number (133801-7271-15-504270-0000)

The subject project is an Unlisted Action pursuant to 617.6 of the State Environmental Review Act (SEQRA) and will not result in any significant adverse impacts.

**FISCAL IMPACT STATEMENT**

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 20,101

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \$20,101

Over Five Years: \_\_\_\_\_

**Additional Comments/Explanation:**

RESOLUTION REQUEST TO ACQUIRE IN FEE, REAL PROPERTY OWNED BY OBSIDIAN ML 5, LLC IN CONNECTION WITH THE SIDEWALK IMPROVEMENT PROJECT ON CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis <sup>MD</sup>

Prepared On: 1/22/26 <sup>MD</sup>

## AGREEMENT TO PURCHASE REAL PROPERTY

Project: SIDEWALK IMPROVEMENTS, CR 62 (MAPLE AVENUE) TOWN OF NORTH EAST, VILLAGE OF MILLERTON, DUTCHESS COUNTY, NEW YORK

This Agreement by and between OBSIDIAN ML 5, LLC, a Delaware Limited Liability Company, with an address at 11995 El Camino Road, San Diego, CA. 92130, 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 via quitclaim deed to a 1,530.77 +/- square foot parcel of real property located at 97 Route 44, Millerton, NY 12546, for the purpose of Buyer constructing a new sidewalk at Buyer's sole cost and expense, being further described on Map 5, Parcel 5, attached hereto.

Being a portion of those same lands described in that certain deed dated May 15, 2023 and recorded August 28, 2023 as Document Number 02 2023 2634, in the Office of the County Clerk for Dutchess County, re: Parcel Number (133801-7271-15-504270-0000).

2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Agreement: Lawn area and five deciduous trees.
3. **ADMINISTRATIVE SETTLEMENT AMOUNT.** \$1,827.40
4. **PURCHASE PRICE.** The total purchase price is TWENTY THOUSAND ONE HUNDRED ONE AND 40/100 DOLLARS (\$20,101.40). This price includes the real property described in paragraph 1, the improvements described in paragraph 2 and the administrative settlement amount in paragraph 3.
5. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
  - A. **Quitclaim Deed.** Buyer will prepare and deliver to the Seller for execution at the time of closing a quitclaim deed required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.
6. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as mutually agreed by Buyer and Seller, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Seller shall have the right to review

and approve all proposed curative actions. 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 reasonably cooperate with Buyer in Buyer's curative action activities. The Seller shall be responsible for the cost to satisfy liens and mortgages created by the Seller and identified by the Buyer, provided such liens do not exceed Five Thousand Dollars (\$5,000.00). 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, at Seller's sole discretion, may elect to satisfy the liens and mortgages created by Seller from another source of funds or dispute the validity of such liens.

7. **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 property taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; current common charges or assessments.
8. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure for the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
9. **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.
10. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent and temporary 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.
11. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt when sent via certified mail, return receipt requested, or email with confirmation of receipt to the addresses set forth in the opening paragraph of this Agreement. Any notices relating to this Agreement may be given by the attorneys for the parties, provided proper notice addresses are maintained.
12. **CLOSING DATE AND PLACE.** Transfer of title shall take place through the mail. This Agreement may be subject to the approval of the Dutchess County Legislature.
13. **COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted

by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision dose not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_ 2026, the parties have entered into this Agreement.

APPROVED AS TO FORM:

\_\_\_\_\_  
Department of Law

SELLER: \_\_\_\_\_  
Authorized Agent

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Department of Public Works





COUNTY ROUTE 62  
 (MAPLE AVENUE)  
 SIDEWALK IMPROVEMENTS

'EXHIBIT A'  
 COUNTY OF DUTCHESS  
 DEPARTMENT OF PUBLIC WORKS

PI# N/A

MAP NO. 5  
 PARCEL NO. 5  
 SHEET 2 OF 3

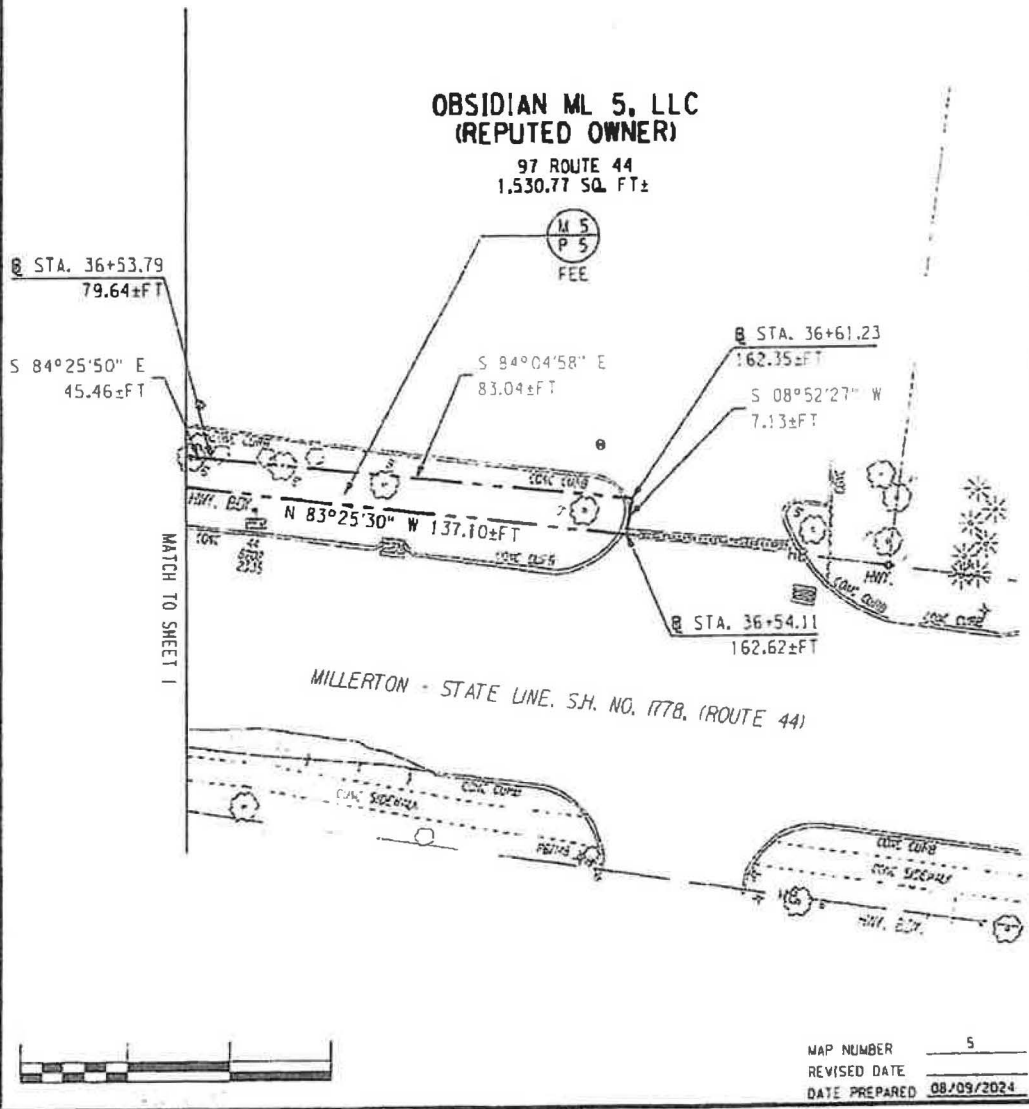
Originals of this map (sheets 1 through 3) are on file at the offices of the Dutchess County Department of Public Works.

OBSIDIAN ML 5, LLC  
 (REPUTED OWNERS)  
 DOCUMENT# 02-2023-2634

Village of Millerton  
 County of Dutchess  
 State of New York

Type: FFE  
 Portion of Real Property Tax  
 Parcel ID No.  
 133801-7211-15-504270-0000

REPUTED OWNERS:  
 OBSIDIAN ML 5, LLC  
 165 FLANDERS ROAD  
 WESTBOROUGH, MA, 15810



MAP NUMBER 5  
 REVISED DATE \_\_\_\_\_  
 DATE PREPARED 08/09/2024

PREPARED BY \_\_\_\_\_ CHECKED BY \_\_\_\_\_ FINAL CHECK BY \_\_\_\_\_

FILE NAME: I:\GIS\GIS Database\Comp\GIS\Map\_SideWalk\1504270\Map\Map02024



COUNTY ROUTE 62  
(MAPLE AVENUE)  
SIDEWALK IMPROVEMENTS

'EXHIBIT A'  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

PIN N/A

MAP NO. 5  
PARCEL NO. 5  
SHEET 3 OF 3

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 118 of the Highway Law and the Eminent Domain Procedure Law.

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL NO. 5, SITUATE IN THE VILLAGE OF MILLERTON, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44) AT ITS INTERSECTION WITH THE EASTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE), SAID POINT BEING 1.61:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+56.02 OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR COUNTY ROUTE 62 (MAPLE AVENUE) SIDEWALK IMPROVEMENTS; THENCE NORTH 20°-34'-26" EAST ALONG THE LAST MENTIONED EASTERLY BOUNDARY OF COUNTY ROUTE 62 (MAPLE AVENUE) 47.32:FT TO A POINT 9.44:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 37+02.69 OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF OBSIDIAN ML 5, LLC (REPUTED OWNER) THE FOLLOWING SIX (6) COURSES AND DISTANCES: (1) SOUTH 65°-30'-56" EAST 10.42:FT TO A POINT 19.57:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 37+00.28 OF SAID BASELINE; (2) SOUTH 18°-45'-12" WEST 31.35:FT TO A POINT 15.37:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+69.21 OF SAID BASELINE; (3) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 17.50:FT, A DISTANCE OF 31.52:FT TO A POINT 34.39:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+49.44 OF SAID BASELINE; (4) SOUTH 84°-25'-50" EAST 45.46:FT TO A POINT 79.64:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+53.79 OF SAID BASELINE; (5) SOUTH 84°-04'-58" EAST 83.04:FT TO A POINT 162.35:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+61.23 OF SAID BASELINE; AND (6) SOUTH 8°-52'-27" WEST 7.13:FT TO A POINT ON THE FIRST MENTIONED NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44), THE LAST MENTIONED POINT BEING 162.62:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+54.11 OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF MILLERTON - STATE LINE, S.H. NO. 1778 (ROUTE 44) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 83°-25'-30" WEST 137.10:FT TO A POINT 25.94:FT DISTANT EASTERLY MEASURED AT RIGHT ANGLES FROM STATION 36+43.39 OF SAID BASELINE; AND (2) NORTH 51°-30'-41" WEST 27.41:FT TO THE POINT OF BEGINNING, SAID PARCEL BEING 1,530.77: SQUARE FEET MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2022 SURVEY BASELINE FOR SIDEWALK IMPROVEMENTS ON COUNTY ROUTE 62, AND IS DESCRIBED AS FOLLOWS:  
BEGINNING AT STATION 35+80.45; THENCE NORTH 11°-03'-25" EAST TO STATION 38+63.45.

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74°-30' MERIDIAN OF WEST LONGITUDE.

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

Date June 30 2025

*Robert H. Balkind*

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



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

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

Date January 30 2025

*Joseph G. Malinowski*  
Joseph G. Malinowski - Land Surveyor  
P.L.S. License No. 050314

MJ Engineering, Architecture,  
Landscape Architecture and  
Land Surveying, P.C.  
21 Corporate Drive  
Clifton Park, NY 12065

MAP NUMBER 5  
REVISED DATE  
DATE PREPARED 08/09/2024

FILE NAME: EXHIBIT A - Business Center/Maple Avenue Sidewalk Improvements Map/08/09/2024

RESOLUTION NO. 2025041

RE: AUTHORIZING EXECUTION OF A MAINTENANCE AGREEMENT WITH THE TOWN OF AMENIA AND HARLEM VALLEY RAIL TRAIL ASSOCIATION, INC, FOR THE REPAIR AND MAINTENANCE OF THE HARLEM VALLEY RAIL TRAIL

Legislators VALDÉS SMITH, ALEXANDER, BRENDLI, DRAGO, KAUL, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, this Legislature has from time-to-time authorized agreements, and amendments thereto, for the maintenance and repair of the Harlem Valley Rail Trail, entered into by and between the County, the municipalities through which the trail passes, and the Harlem Valley Rail Trail Association, Inc. (“HVRTA™), most recently by Resolution 2023141, and

WHEREAS, these agreements are at no cost to the County and have the potential to provide additional savings to Dutchess County Department of Public Works — Parks Division, and

WHEREAS, pursuant to the above referenced Resolution, an agreement was entered into by and between the County, the Town of Amenia and the HVRTA, and

WHEREAS, the Town of Amenia has since received a grant which will allow the municipality to acquire and install Electric Vehicle Charging Stations adjacent to the Harlem Valley Rail Trail at the Mechanic Street Parking Lot, and now wishes to enter into a new maintenance and repair agreement with the County and the HVRTA, a copy of which is attached hereto, and

WHEREAS, in addition to standard maintenance and repair responsibilities, the proposed agreement includes additional obligations related to the maintenance and monitoring plan of the Town of Amenia’s Electrical Vehicle Charging Stations located at the Mechanic Street Parking Lot, and

WHEREAS, the parties desire to enter into a new agreement for the continued cooperative maintenance of the Harlem Valley Rail Trail pursuant to the terms and conditions contained in the attached agreement, now therefore, be it

RESOLVED, that the County Executive, or her designee, is authorized and empowered to execute an agreement and any amendments thereto with the Town of Amenia and the Harlem Valley Rail Trail Association, Inc., on behalf of the County of Dutchess, in substantially the same form as attached hereto.

CA-022-26; AMS/tjw; G-0173; 02/05/26; Fiscal Impact: See Attached.

STATE OF NEW YORK

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 9th day of Feb, 2026 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 11th day of Feb, 2026.

APPROVED Susan J. Serino SUSAN J. SERINO COUNTY EXECUTIVE



JULIE HIROISHI, CLERK OF THE LEGISLATURE

Date March 12, 2026

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

Present:	<u>20</u>	Resolution:	_____	Total :	<u>20</u>	<u>0</u>
Absent:	<u>5</u>	Motion:	<u>Atkins/Munn</u>	Yes		No
Vacant:	<u>0</u>	Abstentions:	_____			

## CONSENT AGENDA

- 2026025 - Bond Resolution Dated March 9, 2026
- 2026031 - Amending the 2026 Adopted County Budget (Opioid Settlement Fund)
- 2026032 - Amending the 2026 Adopted County Budget (OSF - Assisted Outpatient Treatment)
- 2026036 - Authorizing Amendment of Funding Under Trade Adjustment Act
- 2026040 - Acquire Real Property Owned by Obsidian
- 2026041 - Maintenance Agreement with Town of Amenia and Harlem Valley Rail Trail
- 2026042 - Persons Required to File and Annual Statement of Financial Disclosure

**SUE SERINO**  
COUNTY EXECUTIVE




**ROBERT H. BALKIND, P.E.**  
COMMISSIONER

**DAVID C. WHALEN**  
DEPUTY COMMISSIONER

**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF PUBLIC WORKS

**MEMORANDUM**

**TO:** Gregg Pulver, Assistant County Executive

**FROM:** Robert H. Balkind, P.E., Commissioner 

**DATE:** February 4, 2026

**RE:** RESOLUTION REQUEST – HARLEM VALLEY RAIL TRAIL MAINTENANCE AGREEMENT WITH TOWN OF AMENIA

---

The Department is seeking the Legislature to authorize the County Executive to execute an agreement and related documents for a joint rail-trail maintenance agreement between the County of Dutchess and the Town of Amenia. The specific services to be provided by each entity are described in Exhibit A of the attached agreement. There is no exchange of funds, and the agreement only includes services to be rendered by and for each of the parties.

The negotiated final draft agreement is attached to this request. Authorization is requested for the County Executive to sign an agreement and related documents that are substantially similar in form to the attached documents.

cc: Mary F. Aldrich, MA, CPFO, Director of Fiscal Services, DPW

attch.

# RESOLUTION REQUEST FORM

Date of Legislative Meeting: 3/9/2026

**Department:**

Department of Public Works

**Contact (Name & Phone No.):**

Robert H. Balkind, P.E. 486-2085

**Purpose of Resolution:** (check appropriate boxes:)

- Personnel (Involving Authorized Positions)
- Authorizing Grant Application
- Contract/Lease Authorization (using budgeted funds)
- Budget Amendment
  - Grant
  - Contingency
  - Other (specify below)
- Capital Project
- Other (specify below)

Seeking authorization to execute a shared services agreement for maintenance of the Harlem Valley Rail Trail

**Brief Description of Request:**

The Department is seeking the Legislature to authorize the County Executive to execute an agreement and related documents for a joint rail-trail maintenance agreement between the County of Dutchess and the Town of Amenia. The specific services to be provided by each entity are described in Exhibit A of the attached agreement. There is no exchange of funds, and the agreement only includes services to be rendered by and for each of the parties.

The negotiated final draft agreement is attached to this request. Authorization is requested for the County Executive to sign an agreement and related documents that are substantially similar in form to the attached documents.

**Fiscal Impact (current year) of resolution: \$ 0**

(Attach completed Fiscal Impact Statement)

**Budget Amendment(s) & Capital Projects:**

	<u>Line No.</u>	<u>Description</u>	<u>Increase</u>	<u>Decrease</u>
Appropriations:			\$0	\$0
			\$0	\$0
Revenues:			\$0	\$0
			\$0	\$0

02/04/26

(Date)

  
(Department Head Signature)

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

Additional Comments/Explanation:

Prepared by: Robert H. Balkind, F.E.



Prepared On: 2/4/26

## INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the TOWN OF AMENIA, a municipal corporation, with its offices at 4988 Route 22, Amenia, NY 12501 (hereinafter referred to as the "MUNICIPALITY") and the HARLEM VALLEY RAIL TRAIL ASSOCIATION, INC., a not-for-profit corporation whose address is P.O. Box 356, 51 South Center Street, Millerton, New York 12546 (hereinafter referred to as the "HVRTA").

### *WITNESSETH:*

WHEREAS, the Municipality and the HVRTA desire to encourage the development of the Harlem Valley Rail Trail ("Trail") and to assist the County in providing proper maintenance for the Trail to encourage its use,

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

1. SCOPE OF SERVICES. The Municipality and the HVRTA shall assist the County in the repair and maintenance of the Trail by providing the services as set forth on Exhibit "A," "Scope of Services," attached hereto and made a part hereof.
2. TERM OF AGREEMENT. This Agreement shall be effective for five years commencing on January 1, 2026, and terminating on December 31, 2031. This agreement may be renewed automatically for an additional five-year term unless one or more parties to the agreement provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the agreement.
3. COUNTY TO INDEMNIFY MUNICIPALITY AND HVRTA. The County shall defend, protect, and indemnify the Municipality and the HVRTA for damages done to property, injury or death to persons resulting from the negligence of the County arising hereunder.
4. MUNICIPALITY TO INDEMNIFY COUNTY AND HVRTA. The Municipality shall defend, protect, and indemnify the County and HVRTA for damages done to property, injury or death to persons resulting from the negligence of the Municipality arising hereunder.
5. HVRTA TO INDEMNIFY COUNTY AND MUNICIPALITY. THE HVRTA shall defend, protect, and indemnify the Municipality and the County for damages to property, injury or death to persons resulting from the negligence of the HVRTA arising hereunder.
6. HVRTA INSURANCE REQUIREMENTS. At all times during the term of this Agreement, HVRTA and its contractors, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

**Worker's Compensation Employer's Liability** (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, Contractor shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

**Commercial General Liability** Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual policy aggregate. The County and Municipality must be named as additional insureds on a primary noncontributory basis using additional insured endorsements CG2010 4/13 and CG 2037 7/04 editions or their equivalent. . The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

**Commercial Auto Liability** Insurance coverage with a combined single limit of \$1,000,000. The County and Municipality must be named as additional insured.

**Commercial Umbrella** Insurance coverage with a limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate. The County and Municipality must be named as an additional insured on a primary noncontributory basis.

All policies shall include a waiver of subrogation favor of the County and Municipality.

- (A) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

For the County:

Dutchess County Attorney's Office  
County Office Building  
22 Market Street  
Poughkeepsie, New York 12601

For the Municipality:

Town of Amenia  
4988 Route 22  
Amenia, NY 12501

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the HVRTA to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the HVRTA to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the HVRTA from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the HVRTA concerning indemnification.

7. MUNICIPALITY'S RESPONSIBILITIES. (a) In the event the Municipality does not complete its obligations under this agreement, the County shall notify the Municipality of the problem in writing. The County shall request that the Municipality complete its obligations in a time specified manner with due consideration for the nature and seriousness of the problem. In the event the Municipality disagrees with the notification, the Municipality shall notify the County in writing as to why the Municipality feels that the work in question is not within its scope of services. If the County and the Municipality can't come to an agreement and the Municipality fails to act, the County shall consider retaining independent contractors to perform the work. If this should occur, the Municipality will be asked to reimburse the County for the cost of the work performed.

(b) The Municipality will provide workers' Compensation Insurance for all of its employees and will be liable for any injuries they sustain while conducting Trail maintenance, repair, or related activities or for any personal injury or property damage they cause.

(c) The Municipality will provide the same proof of general liability insurance coverage as indicated in paragraph 6 above.

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

IN WITNESS WHEREOF, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

\_\_\_\_\_  
County Attorney's Office

BY: \_\_\_\_\_  
Sue Serino  
County Executive

APPROVED AS TO CONTENT:

TOWN OF AMENIA

\_\_\_\_\_  
Project Manager

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Robert H. Balkind, P.E.  
Commissioner of Public Works

\_\_\_\_\_  
PRINT

\_\_\_\_\_  
TITLE

HVRTA

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit  
"A"

THE FOLLOWING IS A SCOPE OF SERVICE BETWEEN DUTCHESS COUNTY DPW - PARKS DIVISION AND THE TOWN OF AMENIA AND PERTAINS TO THE ONGOING MAINTENANCE AND UPKEEP OF THE HARLEM VALLEY RAIL TRAIL (HVRT).

**Repairs.** The County shall be responsible for the identified repairs, replacements, and improvements associated with the Harlem Valley Rail Trail.

**Inspection and Monitoring.** The County will conduct regular inspections of the HVRT to identify obstacles, hazards, or items needing repair or maintenance. The Municipality will also inspect the respective town sections of the HVRT for the same on at least a monthly basis and report to the County any obstacles, hazards, or items needing repair and maintenance as soon as practical.

**Vegetation Removal.** The County shall be responsible for the regular oversight of vegetation maintenance, including trimming, clearing, and removal, to limit encroachment on the HVRT. This work shall be performed on an as needed basis with a minimum of twice (2) a year. The Municipality agrees to assist with light trimming and removal of small tree limbs, branches and encroaching brush at trailheads, road crossings, and within parking lots associated with the HVRT on an as needed basis and as identified. The Municipality shall cut and place to the side any fallen trees if it encroaches across the trail if it is in their municipality. After removing the tree, the County Parks Division should be notified of the action.

**Mowing.** The County shall mow the shoulder of the HVRT a minimum of four (4) times per year. The Municipality agrees to assist in mowing and trimming the areas around the trailheads and parking lots associated with the HVRT a minimum of (4) four times per year between April and November.

**Litter Removal.** The Municipality will assist and agree to pick up any trash/litter found within in the parking area(s) associated with the HVRT if it is in their municipality. The County will be responsible for placing and repairing any signage that indicates HVRT is a carry in/carry out linear park. The Municipality may, at its sole cost and expense and subject to County approval, place refuse containers at the trailhead(s). The Municipality shall be solely responsible for supplying containers and regular up-keep of disposal of refuse is the sole responsibility of the Municipality.

**Graffiti.** The Municipality shall notify the County of the existence of any graffiti on the HVRT as soon as it is seen. The County will be responsible for the removal of any graffiti found on the trail path and on any signage placed out by the County.

**Port-a-let Servicing.** The County will be responsible for placing and coordinating service cleanings for county owned port-a-lets that are placed on the HVRT during peak season (May – October).

These service cleanings will take place one (1) – two (2) times a week (depending) during the high traffic months. The Municipality shall notify the County and report as soon as practical if

cleaning service is needed.

County port-a-lets are placed at the following HVRT locations:

- Amenia Trail Head
- Coleman Station Trail Head
- Rudd Pond Road Crossing Millerton, NY

**Surface Maintenance During Winter Season.** HVRT shall be kept in its natural condition during the winter months, with neither the HVRT nor the access walkways being plowed or sanded by the County. The Municipality agrees to plow and sand designated HVRT parking areas as soon as practical after a weather event, based on the Municipal plowing and sanding schedule. The Municipality shall sweep clean the parking areas on an annual basis during the spring of each year.

**Signs and Sign Repair.** The County agrees to post signs in each parking area or at each trailhead indicating that the HVRT parking locations and walkways may be used by the public from dawn to dusk and at their own risk. The County shall inspect the condition and placement of required signs and during their periodic inspections of the HVRT. The County agrees to maintain, repair, and or replace any sign that the County places on or along the trail. The Municipality shall notify the County of any necessary sign repairs that are seen during their monthly inspections and report them as soon as practicable.

**Drainage Stormwater Management Facilities.** The County shall inspect and maintain all the drainage culverts in stormwater management facilities on an annual basis and shall undertake any necessary repairs or replacements. The Municipality shall notify the County of any potential drainage or storm water issues that are seen on their monthly inspections and report them as soon as practical.

**Emergencies.** Both the County and the Municipality shall have the right to close any section of the HVRT for emergency and/or safety purposes. The Municipal or County official who makes the decision to close any portion of the HVRT shall be responsible for immediately communicating and contacting the appropriate chain of command authorities, as well as first responders -fire, police and/or rescue authorities, as appropriate. Along with the first communication, the Municipality/County should post “a HVRT Closed sign” near the impacted area on the trail and notify within the chain of command the proper County/Town communication teams for social notifications. First numbers to call:

- 911 (depending on severity of the emergency)
- County Parks Emergency Phone at 845-456-6403 and/or Parks office at 845-298-4600.
- Amenia Highway Department 845 373-9922

The following information should be provided when reporting a closure:

- The nature and location of the incident
- The end points of the closed portion of the HVRT
- The time and expected duration of the closures and/if assistance is required from the County

The County will also notify the Municipality should a lengthy closure of the HVRT arise.

**Operations Maintenance and Mitigation Monitoring Plan specific to the Town of Amenia Electric Vehicle Charging Station(s) located at the Mechanic Street Parking Lot:**

- Snow Removal – Town of Amenia Highway Department will clear the parking lot and shovel around the electric vehicle supply equipment (EVSE) to allow patrons to access the cables.
- ADA accessibility – the County has provided the station(s)' location and configuration which were designed utilizing the Design Recommendations for Accessible Electric Vehicle Charging Stations available at <https://www.accessboard.gov/tad/ev/#ev-charging-stations-in-the-public-right-of-way>. The County will also provide all the necessary striping, signage and ground markings necessary for ADA compliance.
- Floodproofing – the Mechanic Street Parking Lot is not located in a flood zone and therefore the unit has not been floodproofed. Electrical work will be completed by a licensed electrician and will include all standard protocols for protecting outdoor electrical equipment.
- Parking of non-EVs – Town of Amenia will pass an EV parking ordinance that prohibits the parking of non-EV vehicles in EV dedicated spaces. The Town of Amenia Constables will routinely check for illegally parked cars and be responsible for removal of the same from the Mechanic Street Parking Lot EV spaces.
- Ensure public access for 10 years – the Mechanic Street Parking Lot is in good structural condition and is not located in a flood hazard area; therefore, the Town of Amenia does not anticipate moving to a new location within the next 10 years. In the case of unforeseen circumstances, the Town of Amenia will do what is necessary to ensure the site remains accessible to the public.
- Physical and software maintenance - Town of Amenia will include funding in each fiscal year budget, for the life span of the EVSE, to cover monthly software fees, electricity costs, potential demand charges, hardware and software upgrades, and any maintenance to the unit, cables, or bollards that may be needed over the unit's life span. The Town of Amenia will also create a long-term plan for the installation and maintenance of additional EVSE throughout the Town of Amenia. The Plan will be revisited every two years to account for changes in technology and Town of Amenia finances.
- Customer support - a customer support number will be posted on a sign adjacent to the EVSE. Additionally, a customer who is having problems with the EVSE can request the support number from the Town Clerk for the Town of Amenia. If the issue is one of hardware or software maintenance the Town of Amenia, Conservation Advisory Council Chairman, and/or his designee, will submit a repair ticket to the manufacturer's warranty service provider.

- Cable and plug inspections – the Town of Amenia, Conservation Advisory Council Chairman, and/or his designee, will routinely check the cables and plugs to ensure they are off the ground and properly situated in their holsters; they will check the screen to ensure the unit is powered up and running; and if anything looks amiss, they will contact the manufacturer warranty services for further guidance.
- Modem/hardware upgrades and replacement – Town of Amenia will enter into a maintenance agreement with the manufacturer to cover any additional costs associated with modem/hardware upgrades and replacement with funding being made available in the annual budget.
- Long-term electrical costs – cost for electricity will be made available in the Town of Amenia’s annual budget. The Town of Amenia does aim to charge users for electricity as soon as customer usage increases to the point that charging a fee becomes viable. The Town of Amenia will work with the manufacturer to create a fair per kwh fee, appropriate/affordable payment options, and ensure compliance with the most recent version of the Open Charge Alliance Open Charge Protocol.
- Except as provided for in paragraph 2 herein, the Town of Amenia, and not the County, shall be solely responsible for all costs and related care, maintenance, repair, replacement and removal of the charging station(s). At all times during the term of this Agreement, the Town of Amenia and its contractors, shall maintain at their own cost the same insurance as required in section 6 of this Agreement and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing any work under this Agreement.

GOVERNMENT SERVICES & ADMINISTRATION

RESOLUTION NO. 2026042

RE: PERSONS REQUIRED TO FILE AN ANNUAL STATEMENT OF FINANCIAL DISCLOSURE PURSUANT TO THE DUTCHESS COUNTY CODE OF ETHICS

Legislators VALDÉS SMITH, MUNN, BRENDLI, CASWELL, KAUL, LAWLER, RHODES and SHAH offer the following and move its adoption:

WHEREAS, by Resolution No. 2019056, the Dutchess County Legislature enacted Local Law No. 2 of 2019, which repealed the former Code of Ethics found in Local Law No. 5 of 2004, Local Law No. 2 of 2001, Local Law No. 7 of 2000, and established a new Code of Ethics and required a financial disclosure for certain officers and employees of the County of Dutchess, and

WHEREAS, pursuant to the aforementioned Local Law, the new Code of Ethics became effective on January 1, 2020, and

WHEREAS, Local Law No. 2 of 2019 requires the County to pass a resolution with a list of persons required to file an Annual Statement of Financial Disclosure, now therefore be it

RESOLVED, prior Resolution Nos. 2020039, 2020184, 2022026, 2023029, 2024040, and 2025022 which provided lists of persons required to file an annual statement of financial disclosure are hereby repealed and replaced, and the following persons are hereby required to file an Annual Statement of Financial Disclosure, in accordance with all requirements set forth in the County's Code of Ethics:

<b>AGING, OFFICE FOR</b>
Director, Office for the Aging
Assistant Director, Office for the Aging
<b>BOARD OF ELECTIONS</b>
Elections Commissioners
Deputy Elections Commissioners
Elections Administrators
<b>BOARD OF ETHICS</b>
Board Members
<b>BUDGET OFFICE</b>
Budget Director
Senior Budget Analyst
Budget Analyst

**CENTRAL AND INFORMATION SERVICES**

Commissioner of Central and Information Services

Deputy Commissioners of Central and Information Services

Director of Central Services

Purchasing Agent

Assistant Purchasing Agent

Network Administrators

Senior Network Administrator

Cyber Security Administrator

Infrastructure Manager

Infrastructure Administrator

**COMMUNITY AND FAMILY SERVICES**

Commissioner of Community and Family Services

Deputy Commissioners of Community and Family Services

Director of Administrative Services

Director of Fiscal Services

Directors of Services

Asst. to the Commissioner for Program Planning &amp; Evaluation

Special Assistant to Commissioner

Assistant Commissioner for Youth Services

Staff Development Director

Homeless Shelter Director

**COMPTROLLER**

Comptroller

Deputy Comptroller

Director of Audit and Control

**COUNTY ATTORNEY**

County Attorney

Chief Assistant County Attorney

Bureau Chief, CFS

**COUNTY CLERK**

County Clerk

Deputy County Clerks

Historian

**COUNTY EXECUTIVE**

County Executive

Deputy County Executive
Assistant County Executive
Communications Director
Assistant County Executive Economic Development
Assistant Communications Director
Director of Community Engagement
Director of Legislative Affairs
<b>COUNTY LEGISLATURE</b>
County Legislators
Clerk of the County Legislature
Deputy Clerk of the County Legislature
Assistant to the Chairman of the County Legislature
Legislative Attorney
<b>DISTRICT ATTORNEY</b>
District Attorney
Chief Assistant District Attorney
Bureau Chiefs
ADAV
ADAVI
Chief Investigator
<b>DUTCHESS COMMUNITY COLLEGE</b>
President, Dutchess Community College
Vice President of Academic Affairs
Dean of Student Services and Enrollment Management
Dean of Community Services and Special Programs
Vice President and Dean of Administration
Board of Trustees
<b>EMERGENCY RESPONSE, DEPARTMENT OF</b>
Commissioner Emergency Response
Deputy Commissioner Emergency Response
Director of 911 Operations
Director of Emergency Management
<b>FINANCE</b>
Commissioner of Finance
First Deputy Commissioner of Finance
Director of Fiscal Services

Deputy Commissioner of Finance/Director, Real Property Tax Services
Senior Research Analyst
Bureau Chief
<b>HEALTH, DEPARTMENT OF</b>
Commissioner of Health
Assistant Commissioner for Health Administration
Director of Fiscal Services
Director of Public Health Nursing
Director of Environmental Health Services
Chief Medical Examiner Forensic Pathology
Deputy Medical Examiner
Director of Weights and Measures B
Director of Public Health and Disease Prevention
Director of Performance Management and Data Analytics
<b>HUMAN RESOURCES</b>
Commissioner of Human Resources
Deputy Commissioner of Human Resources
Equal Employment Opportunity & Inclusion Officer
Director of Risk Management
Assistant Director of Risk Management
<b>INDUSTRIAL DEVELOPMENT AGENCY</b>
Executive Director/Chief Executive Officer
Members of the Industrial Development Agency
<b>LOCAL DEVELOPMENT CORPORATION</b>
Chief Executive Officer
Members of the Local Development Corporation
<b>MENTAL HEALTH, DEPARTMENT OF</b>
Commissioner of Mental Health
Deputy Commissioner of Mental Health
Executive Director-Human Rights Commission
Clinical Program Directors
Supervising Psychiatric Medical Director
All Abilities Program Director
Director of Budget and Finance

**PLANNING DEPARTMENT**

Commissioner of Planning

Deputy Commissioner of Planning and Development

Deputy Commissioner of Solid Waste Management

Deputy Commissioner for Housing

Transportation Program Administrator

Environmental Program Director

Community Investment Program Specialist

**PROBATION DEPARTMENT**

Director of Probation and Community Corrections

Deputy Director of Probation and Community Corrections

Director of Budget and Finance

**PUBLIC DEFENDER**

Public Defender

Chief Assistant Public Defenders

Bureau Chiefs

**PUBLIC WORKS DEPARTMENT**

Commissioner of Public Works

Deputy Commissioner of Public Works

Director of Highway Construction and Maintenance

Assistant Director of Highway Construction and Maintenance

Airport Director

Parks Director

Buildings Administrator

Buildings Design Administrator

Director of Fiscal Services

Fleet Administrator

Director of Engineering

Director of Public Transit

Assistant Director of Public Transit

Assistant Parks Director

**RESOURCE RECOVERY AGENCY**

Executive Director

Officers

**SHERIFF**

Sheriff

Undersheriff
Chief Deputy
Deputy Sheriff Colonel
Director of Budget and Finance
Superintendent of Corrections
Deputy Superintendent of Corrections
Deputy Sheriff - Captain
<b>WATER AND WASTEWATER AUTHORITY</b>
Executive Director
Board Members
<b>VETERANS AFFAIRS, OFFICE OF</b>
Director of Veterans Affairs
Deputy Director of Veterans Affairs

CA-017-26  
CRC/rjw  
G-0175-A  
01/30/2026  
Fiscal Impact: See Attached.

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 9<sup>th</sup> day of Mar 2026 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 11<sup>th</sup> day of Mar 2026.



*[Handwritten Signature]*  
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

APPROVED  
*[Handwritten Signature]*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date March 12, 2026

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

Present:	<u>20</u>	Resolution:	_____	Total :	<u>20</u>	<u>0</u>
Absent:	<u>5</u>	Motion:	<u>Atkins / Munn</u>	Yes		No
Vacant:	<u>0</u>	Abstentions:	_____			

## CONSENT AGENDA

- 2026025 - Bond Resolution Dated March 9, 2026
- 2026031 - Amending the 2026 Adopted County Budget (Opioid Settlement Fund)
- 2026032 - Amending the 2026 Adopted County Budget (OSF - Assisted Outpatient Treatment)
- 2026036 - Authorizing Amendment of Funding Under Trade Adjustment Act
- 2026040 - Acquire Real Property Owned by Obsidian
- 2026041 - Maintenance Agreement with Town of Amenia and Harlem Valley Rail Trail
- 2026042 - Persons Required to File and Annual Statement of Financial Disclosure



**DUTCHESS COUNTY GOVERNMENT**  
**HUMAN RESOURCES**

**M E M O R A N D U M**

**DATE:** January 27, 2026  
**TO:** A. Gregg Pulver, Deputy County Executive  
**FROM:** Rachel Kashimer, Commissioner of Human Resources  
**RE:** Financial Disclosure Annual Update

In accordance with the Dutchess County Code of Ethics (updated pursuant to Resolution No. 2019056), the County must annually review and adopt the list of titles required to complete and file an Annual Statement of Financial Disclosure.

The Code of Ethics, Chapter 40-8 details the obligation to file financial disclosure statement and the maintenance of said disclosure statements. The Commissioner of Human Resources is required to review changes to affected positions and provide an updated list for review and adoption. According to the charter, 40-8 A(1), "Such list may include but is not limited to the heads of County-created agencies, departments, divisions, councils, boards, commissions or bureaus and their deputies and assistants, and the officers and employees of such agencies, departments, divisions, boards, bureaus, commissions or councils created by the County who hold policymaking positions."

Please see the attached list of titles which are recommended to be required to file the Annual Statement of Financial Disclosure for the period 2025 through 2026.

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

Additional Comments/Explanation:

Prepared by: Rachel Kashimer, Commissioner of Human Resources Prepared On: 1/27/26

Version showing changes

<b>AGING, OFFICE FOR</b>
Director, Office for the Aging
Assistant Director, Office for the Aging
<b>BOARD OF ELECTIONS</b>
Elections Commissioners
Deputy Elections Commissioners
Elections Administrators
<b>BOARD OF ETHICS</b>
Board Members
<b>BUDGET OFFICE</b>
Budget Director
Senior Budget Analyst
Budget Analyst
<b>CENTRAL AND INFORMATION SERVICES</b>
Commissioner of Central and Information Services
Deputy Commissioners of Central and Information Services
Director of Central Services
Purchasing Agent
Assistant Purchasing Agent
Network Administrators
Senior Network Administrator
Cyber Security Administrator
Infrastructure Manager
Infrastructure Administrator
<b>COMMUNITY AND FAMILY SERVICES</b>
Commissioner of Community and Family Services
Deputy Commissioners of Community and Family Services
Director of Administrative Services
Director of Fiscal Services
Directors of Services
Asst, to the Commissioner for Program Planning & Evaluation
Special Assistant to Commissioner
Assistant Commissioner for Youth Services
Staff Development Director
Homeless Shelter Director
<b>COMPTROLLER</b>
Comptroller
Deputy Comptroller
Director of Audit and Control
<b>COUNTY ATTORNEY</b>
County Attorney

Chief Assistant County Attorney	
Bureau Chief, CFS	
<b>COUNTY CLERK</b>	
County Clerk	
Deputy County Clerks	
Historian	
<b>COUNTY EXECUTIVE</b>	
County Executive	
Deputy County Executive	
Assistant County Executive	
Communications Director	
Assistant County Executive Economic Development	
Assistant Communications Director	
Chief of Staff	Vacant Position - Not Budgeted
Director of Community Engagement	New Title
Director of Legislative Affairs	New Title
<b>COUNTY LEGISLATURE</b>	
County Legislators	
Clerk of the County Legislature	
Deputy Clerk of the County Legislature	
Assistant to the Chairman of the County Legislature	
Legislative Attorney	
<b>DISTRICT ATTORNEY</b>	
District Attorney	
Chief Assistant District Attorney	
Bureau Chiefs	
ADA V	New Title
ADA VI	New Title
Chief Investigator	Added
<b>DUTCHESS COMMUNITY COLLEGE</b>	
President, Dutchess Community College	
Vice President of Academic Affairs	
Dean of Student Services and Enrollment Management	
Dean of Community Services and Special Programs	
Vice President and Dean of Administration	
Board of Trustees	
<b>EMERGENCY RESPONSE, DEPARTMENT OF</b>	
Commissioner Emergency Response	
Deputy Commissioner Emergency Response	
Director of 911 Operations	
Director of Emergency Management	
<b>FINANCE</b>	

Commissioner of Finance

First Deputy Commissioner of Finance
Director of Fiscal Services
Deputy Commissioner of Finance/Director, Real Property Tax Services
Senior Research Analyst
Bureau Chief
<b>HEALTH, DEPARTMENT OF</b>
Commissioner of Health
Assistant Commissioner for Health Administration
Director of Fiscal Services
Director of Public Health Nursing
Director of Environmental Health Services
Chief Medical Examiner Forensic Pathology
Deputy Medical Examiner
Director of Weights and Measures B
Director of Public Health and Disease Prevention
Director of Performance Management and Data Analytics
<b>HUMAN RESOURCES</b>
Commissioner of Human Resources
Deputy Commissioner of Human Resources
Equal Employment Opportunity & Inclusion Officer
Director of Risk Management
Assistant Director of Risk Management
<b>INDUSTRIAL DEVELOPMENT AGENCY</b>
Executive Director/Chief Executive Officer
Members of the Industrial Development Agency
<b>LOCAL DEVELOPMENT CORPORATION</b>
Chief Executive Officer
Members of the Local Development Corporation
<b>MENTAL HEALTH, DEPARTMENT OF</b>
Commissioner of Mental Health
Deputy Commissioner of Mental Health
Executive Director-Human Rights Commission
Clinical Program Directors
Supervising Psychiatric Medical Director
All Abilities Program Director
Director of Budget and Finance
<b>PLANNING DEPARTMENT</b>
Commissioner of Planning
Deputy Commissioner of Planning and Development
Deputy Commissioner of Solid Waste Management
Deputy Commissioner for Housing
Transportation Program Administrator
Environmental Program Director

New Title

Community Investment Program Specialist	
<b>PROBATION DEPARTMENT</b>	
Director of Probation and Community Corrections	
Deputy Directors of Probation and Community Corrections	Remove Plural
Director of Budget and Finance	
<b>PUBLIC DEFENDER</b>	
Public Defender	
Chief Assistant Public Defenders	Add Plural
Bureau Chiefs	
<b>PUBLIC WORKS DEPARTMENT</b>	
Commissioner of Public Works	
Deputy Commissioner of Public Works	
Director of Highway Construction and Maintenance	
Assistant Director of Highway Construction and Maintenance	
Garage Superintendent	Vacant Position - Not Budgeted
Airport Director	
Parks Director	
Buildings Administrator	
Buildings Design Administrator	
Director of Fiscal Services	
Fleet Administrator	
Director of Engineering	
Director of Public Transit	
Assistant Director of Public Transit	
Assistant Parks Director	
<b>RESOURCE RECOVERY AGENCY</b>	
Executive Director	
Officers	
<b>SHERIFF</b>	
Sheriff	
Undersheriff	
Chief Deputy	
Deputy Sheriff Colonel	
Director of Budget and Finance	
Superintendent of Corrections	
Deputy Superintendent of Corrections	
Deputy Sheriff - Captain	
<b>WATER AND WASTEWATER AUTHORITY</b>	
Executive Director	
Board Members	
<b>VETERANS AFFAIRS, OFFICE OF</b>	
Director of Veterans Affairs	

Deputy Director of Veterans Affairs

## Non-Consent Agenda

### Resolutions

**2026030** OPPOSING THE proposed FEDERAL IMMIGRATION DETENTION FACILITY IN THE TOWN OF CHESTER, ORANGE COUNTY, DUE TO SERIOUS CONCERNS REGARDING DUE PROCESS, THE RULE OF LAW, LACK OF TRANSPARENCY, AND UNDETERMINED FISCAL, ENVIRONMENTAL, AND HUMAN RIGHTS IMPACTS AND REAFFIRMING DUTCHESS COUNTY AS A WELCOMING COMMUNITY FOR ALL

Moved by Majority Leader Atkins. Seconded by Assistant Majority Leader Munn.

Discussion: Legislator Kearney requested to be included as a sponsor of the Resolution and spoke in favor of the Resolution. She further thanked the public who came to speak in favor of the Resolution.

Legislator Kaul spoke in favor of the Resolution.

Legislator Shah spoke in favor of the Resolution.

Legislator Brendli thanked the members of the public who came to speak about the Resolution and urged all Legislators to vote in favor of the Resolution.

Legislator Arnoff thanked the members of the public who spoke on the Resolution, especially those from the Town of LaGrange.

Legislator Drago spoke in favor of the Resolution.

Majority Leader Atkins spoke in favor of the Resolution.

Legislator Lawler spoke in favor of the Resolution and urged Legislators on both sides of the aisle to vote in favor of the Resolution.

A roll call vote was called.

AYES: 20                    ARNOFF, ATKINS, BRENDLI, CASWELL, DARROW, DRAGO, FAUST, GILES, KAUL, KEARNEY, LAWLER, MCHOUL, METZGER, MUNN, REDL, RHODES, SHAH, TRESKA, VALDÉS SMITH, WINSBY

NAYS: 0

ABSENT: 5                    ALEXANDER, HOUSE, JOHNSON, POLASEK, ROLISON

The Legislature unanimously adopted the Resolution.

**2026033** APPOINTMENT TO AUDIT REVIEW ADVISORY BOARD

Moved by Majority Leader Atkins. Seconded by Legislator Rhodes.

At this time, Assistant Majority Leader Munn received permission from the Chair to recuse himself, and exited chambers for the remainder of the discussion of the question.

Discussion: None

The Legislature unanimously adopted the Resolution, with Assistant Majority Leader Munn abstaining.

Assistant Majority Leader Munn re-entered chambers.

#### **2026034 APPOINTMENT TO THE DUTCHESS COUNTY JURY BOARD**

Moved by Majority Leader Atkins. Seconded by Assistant Majority Leader Munn.

Legislator Rhodes received permission from the Chair to recuse herself, and exited chambers for the remainder of the discussion of the question.

Discussion: None

The Legislature unanimously adopted the Resolution, with Legislator Rhodes abstaining.

Legislature Rhodes re-entered chambers.

#### **2026035 CONFIRMATION OF APPOINTMENT OF ANDREW R. GUAJARDO, M.D. AS MEDICAL EXAMINER OF DUTCHESS COUNTY**

Moved by Majority Leader Atkins. Seconded by Assistant Majority Leader Munn.

Legislators McHoul and Darrow received permission from the Chair to recuse themselves, and exited chambers for the remainder of the discussion of the question.

Discussion: None.

The Legislature unanimously adopted the Resolution, with Legislators McHoul and Darrow abstaining.

Legislators McHoul and Darrow re-entered chambers.

#### **2026037 APPOINTMENTS TO THE CITIZENS ADVISORY COMMITTEE ON DOMESTIC VIOLENCE**

Moved by Majority Leader Atkins. Seconded by Assistant Majority Leader Munn.

Legislator Arnoff received permission from the Chair to recuse herself, and exited chambers for the remainder of the discussion of the question and the following question.

Discussion: None

The Legislature unanimously adopted the Resolution, with Legislator Arnoff abstaining.

Legislator Arnoff remained out-of-chambers.

**2026038 APPOINTMENTS TO THE DISTRICT 3 FISH AND WILDLIFE MANAGEMENT BOARD**

Moved by Majority Leader Atkins. Seconded by Assistant Majority Leader Munn.

Discussion: None

The Legislature unanimously adopted the Resolution, with Legislator Arnoff abstaining.

Legislator Arnoff re-entered chambers.

**2026039 APPOINTMENTS TO THE DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD**

Moved by Majority Leader Atkins. Seconded by Assistant Majority Leader Munn.

Legislators Kaul and Drago received permission from the Chair to recuse themselves, and exited chambers for the remainder of the discussion of the question.

Discussion: None

The Legislature unanimously adopted the Resolution, with Legislators Kaul and Drago abstaining.

Legislators Kaul and Drago re-entered chambers.

RESOLUTION NO. 2026030

RE: OPPOSING THE PROPOSED FEDERAL IMMIGRATION DETENTION FACILITY IN THE TOWN OF CHESTER, ORANGE COUNTY, DUE TO SERIOUS CONCERNS REGARDING DUE PROCESS, THE RULE OF LAW, LACK OF TRANSPARENCY, AND UNDETERMINED FISCAL, ENVIRONMENTAL, AND HUMAN RIGHTS IMPACTS AND REAFFIRMING DUTCHESS COUNTY AS A WELCOMING COMMUNITY FOR ALL

Legislators SHAH, KAUL, DRAGO, VALDÉS SMITH, ATKINS, MUNN, ALEXANDER, ARNOFF, BRENDLI, KEARNEY, LAWLER, REDL, RHODES and WINSBY offer the following resolution:

WHEREAS, since its founding, Dutchess County has been a strong, stable, and welcoming community, enriched by the contributions of individuals from every race, background, religion, creed, and national origin, including immigrants and families who live, work, raise children, and contribute meaningfully to the County's economic, agricultural, and civic life; and

WHEREAS, in recent years, Dutchess County has witnessed troubling public examples of hate and intimidation directed at individuals and groups, including immigrants, based on religion, national origin, or status; and

WHEREAS, such hate, discrimination, and bigotry are inconsistent with the values of the Dutchess County Legislature, Dutchess County Government, and the residents of the County; and

WHEREAS, the Dutchess County Legislature continues to denounce and condemn hate, discrimination, and bigotry in all forms and reaffirms its commitment to fostering a welcoming, safe, and inclusive community for all residents; and

WHEREAS, the Legislature recognizes that fear, intimidation, and hostility against immigrants undermine community safety, destabilize families, hurts our local economy, especially small businesses, and erodes trust in public institutions; and

WHEREAS, the Dutchess County Legislature is committed to public safety, the rule of law, accountable government, and the protection of strong families and healthy communities; and

WHEREAS, the United States Department of Homeland Security and Immigration and Customs Enforcement have proposed a federal immigration detention or processing facility in the Town of Chester, Orange County, New York; and

WHEREAS, large-scale civil detention or processing facilities have foreseeable regional impacts, including human, environmental, fiscal, and infrastructure demands that extend beyond the host municipality and directly affect neighboring counties, including Dutchess County; and

WHEREAS, recent federal immigration enforcement practices have raised concerns regarding human rights, due process, access to counsel, public safety, continuity of medical and mental health care, and the stability of families and communities that rely on County-based services; and

WHEREAS, the proposed detention or processing facility in the Town of Chester would present foreseeable regional impacts for Dutchess County, including potential strain on hospitals, emergency medical services, housing resources, mental health providers, social service agencies, legal systems, shared environmental resources, and as the closest proposed facility to Dutchess County it is the likeliest place where our residents would be housed; and

WHEREAS, responsible governance requires transparency, advance notice, and meaningful intergovernmental coordination so that counties may assess, plan for, and mitigate impacts on residents and public systems; and

WHEREAS, to date, sufficient information regarding the scope, capacity, operations, infrastructure demands, detention standards, environmental impacts, and compliance with state and local law of the proposed facility has not been provided to affected regional governments; and

WHEREAS, the New York State Department of Environmental Conservation has identified unresolved concerns involving floodplains, wetlands, stormwater management, wastewater capacity, and tributaries connected to the Hudson River watershed, and has determined that available materials are insufficient for meaningful environmental review; and

WHEREAS, Dutchess County has previously experienced unanticipated demands on healthcare systems, housing resources, legal service providers, and community organizations when large-scale governmental actions proceeded without adequate coordination resulting in emergency executive orders; and

WHEREAS, Dutchess County holds a unique place in constitutional history as the site of New York State's ratification of the United States Constitution, and its elected officials are sworn to uphold principles of due process, accountability, transparency, and the rule of law;

NOW, THEREFORE, BE IT RESOLVED, that the Dutchess County Legislature denounces and condemns hate, discrimination, intimidation, and bigotry in all of their manifestations, including hate directed at immigrants, and reaffirms its commitment to maintaining a welcoming, safe, and inclusive County for all residents; and be it further

RESOLVED, that the Legislature finds that large-scale governmental actions that increase fear, destabilize families, or strain County systems undermine community safety and cohesion within Dutchess County; and be it further

RESOLVED, that the Dutchess County Legislature hereby opposes the proposed federal immigration detention or processing facility in the Town of Chester, Orange County, based on its foreseeable regional impacts on Dutchess County, including risks to public health, environmental resources, infrastructure capacity, emergency services, social service systems, and community stability; and be it further

RESOLVED, that the Legislature finds that the proposed facility, as currently presented, lacks sufficient transparency, advance notice, and meaningful intergovernmental coordination

necessary for affected counties to adequately assess, plan for, and mitigate its regional impacts; and be it further

RESOLVED, that the Legislature reaffirms its obligation to uphold constitutional principles, including due process, accountability, transparency, and the rule of law, and to safeguard the health, safety, and welfare of Dutchess County residents through responsible planning and sound governance.

APPROVED

SUSAN J. SERINO  
COUNTY EXECUTIVE

Date March 12, 2026

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 12<sup>th</sup> day of March, 2026, 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 14<sup>th</sup> day of March, 2026.



  
JULIE SMIROISHI, CLERK OF THE LEGISLATURE

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

**Present:** 20      **Resolution:** \_\_\_\_\_      **Total :** 20  
**Absent:** 5      **Motion:** Atkins/Munn      Yes      No  
**Vacant:** 0      **Abstentions:** \_\_\_\_\_

**2026030 OPPOSING THE PROPOSED FEDERAL IMMIGRATION DETENTION FACILITY IN THE TOWN OF CHESTER, ORANGE COUNTY, DUE TO SERIOUS CONCERNS REGARDING DUE PROCESS, THE RULE OF LAW, LACK OF TRANSPARENCY, AND UNDETERMINED FISCAL, ENVIRONMENTAL, AND HUMAN RIGHTS IMPACTS AND REAFFIRMING DUTCHESS COUNTY AS A WELCOMING COMMUNITY FOR ALL**

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

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

Identify Line Items(s):

Related Expenses:    Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_

Over Five Years: \_\_\_\_\_

Additional Comments/Explanation:

Prepared by: \_\_\_\_\_ Prepared On: \_\_\_\_\_

RESOLUTION NO. 2026033

RE: APPOINTMENT TO AUDIT REVIEW ADVISORY BOARD

Legislators VALDÉS SMITH, BRENDLI, CASWELL, LAWLER, REDL, RHODES and SHAH offer the following and move its adoption:

WHEREAS, pursuant to Resolution No. 117 of 1997, the Dutchess County Legislature created an Audit Review Advisory Board, and

WHEREAS, pursuant to the authorizing resolution, the Chair of the Legislature has the power to appoint one member to the board, subject to confirmation by the Legislature, and

WHEREAS, the Chair of the Legislature hereby appoints Kristofer Munn to be a member of the Audit Review Advisory Board; now, therefore, be it

RESOLVED, that the Dutchess County Legislature confirms the Chair's appointment of Kristofer Munn to the Audit Review Advisory Board for a term to expire on December 31, 2026.

APPROVED

*Susan J. Serino*

SUSAN J. SERINO  
COUNTY EXECUTIVE

Date March 12, 2026

STATE OF NEW YORK

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 11<sup>th</sup> day of March 2026 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 11<sup>th</sup> day of March 2026.



*Julie Hiroishi*  
JULIE HIROISHI, CLERK OF THE LEGISLATURE

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		recused
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

Present:	<u>20</u>	Resolution: _____	Total:	<u>19</u>	<u>0</u>
Absent:	<u>5</u>	Motion: <u>Atkins / Rhodes</u>		Yes	No
Vacant:	<u>0</u>		Abstentions:	<u>1</u>	

2026033 APPOINTMENT TO AUDIT REVIEW ADVISORY BOARD

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2026034

RE: APPOINTMENT TO THE DUTCHESS COUNTY JURY BOARD

Legislators VALDÉS SMITH, MUNN, BRENDLI, CASWELL, DRAGO, KAUL, LAWLER and REDL offer the following and move its adoption:

WHEREAS, there exists a vacancy on the Dutchess County Jury Board due to the Legislative term of Don Sagliano ending, and

WHEREAS, Legislator Molly Rhodes has expressed interest in being appointed to said committee, and

RESOLVED, that pursuant to Section 503 of the Judiciary Law, the Dutchess County Legislature does hereby appoint Legislator Molly Rhodes as a member of the Dutchess County Jury Board; and be it further

RESOLVED, that the Clerk of the Dutchess County Legislature be and she is hereby authorized and directed to file a certified copy of this resolution in the Office of the Clerk of the County of Dutchess.

APPROVED

*Susan J. Serino*

SUSAN J. SERINO  
COUNTY EXECUTIVE

Date March 12, 2026

STATE OF NEW YORK  
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 9<sup>th</sup> day of March, 2026 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 11<sup>th</sup> day of March, 2026.



*Julie Shirosi II*  
JULIE SHIROSI II, CLERK OF THE LEGISLATURE

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes		refused
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

Present: 20  
 Absent: 5  
 Vacant: 0

Resolution: \_\_\_\_\_  
 Motion: Atkins/Munn

Total: 19  
 Yes  
 No  
 Abstentions: 1

RESOLUTION NO. 2026035

RE: CONFIRMATION OF APPOINTMENT OF ANDREW R. GUAJARDO, M.D. AS MEDICAL EXAMINER OF DUTCHESS COUNTY

Legislators VALDÉS SMITH, MUNN, POLASEK, ARNOFF, BRENDLI, DRAGO KAUL, LAWLER, REDL, RHODES and SHAH offer the following and move its adoption

WHEREAS, pursuant to Sections 3.04 and 30.01 of the Dutchess County Charter, the County Executive has appointed Andrew R. Guajardo, M.D. as Medical Examiner for Dutchess County, effective March 23, 2026, and

WHEREAS, after review of Dr. Guajardo's experience and qualifications, this appointment is supported by the Dutchess County Commissioner of Human Resources and the Dutchess County Commissioner of Health, and

WHEREAS, by Resolution No. 2025099, this Legislature confirmed the appointment of Mary Grace Centeno, M.D. as Medical Examiner "until such time as a permanent candidate is appointed and confirmed," and Dr. Centeno having competently served for an interim, will return to her position as Deputy Medical Examiner effective March 23, 2026, and

WHEREAS, pursuant to Article XXX, Section 30.01 of the Dutchess County Charter, the County Executive shall appoint a Medical Examiner subject to confirmation by the County Legislature, now, therefore, be it

RESOLVED, that the appointment of Andrew R. Guajardo, M.D. as Medical Examiner of Dutchess County, effective March 23, 2026, is hereby confirmed.

CA-016-26  
CEB/rjw  
G-0153  
01/30/2026  
Fiscal Impact: See Attached.

APPROVED  
*Susan J. Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date March 12, 2026

STATE OF NEW YORK  
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 12 day of March 2026 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 11<sup>th</sup> day of March 2026.



*Julie Shiroyishi*  
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow		recused
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul		recused
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent
<b>Present:</b>	<u>20</u>	<b>Resolution:</b>	<b>Total :</b> <u>18</u>
<b>Absent:</b>	<u>5</u>	<b>Motion:</b> <u>Atkins/Munn</u>	<u>Yes</u>
<b>Vacant:</b>	<u>0</u>		<u>No</u>
			<b>Abstentions:</b> <u>2</u>

2026035 CONFIRMATION OF APPOINTMENT OF ANDREW R. GUAJARDO, M.D. AS MEDICAL EXAMINER OF DUTCHESS COUNTY



**DUTCHESS COUNTY GOVERNMENT**  
DEPARTMENT OF HEALTH

**MEMORANDUM**

**To:** Ron L. Hicks, Jr., Assistant County Executive

**From:** Anthony Ruggiero, MPA, Assistant Commissioner for Administration

**Date:** March 27, 2026

**Subject:** **Resolution Request for March 9, 2026, Meeting**

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It is with great pleasure to submit a Resolution Request Form and Fiscal Impact Statement for the appointment of Dr. Andrew R. Guajardo, M.D. as the Dutchess County Medical Examiner. His appointment will be effective March 23, 2026. Please find attached a copy of Dr. Guajardo's CV and Conditional Letter of Appointment. All conditions have been met.

In addition, Dr. Mary Grace Centeno, MD, who has been serving in the role as Medical Examiner since July 1, 2025, and pursuant to the terms of resolution 2025099 she will return to her previous position of Deputy Medical Examiner. We cannot thank Dr. Centeno enough for all she has done in the seven (7) months in running and maintaining the Medical Examiner's Office.

Please do not hesitate to contact me at my extension 3552 if you have any questions or concerns.

Thank you.

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ \_\_\_\_\_

Total Current Year Revenue \$ \_\_\_\_\_  
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

Although the negotiated salary is above the salary amount included in the budget, vacancy savings on the Medical Examiner position from the beginning of the year through the hire date, as well as 2 other positions that are currently vacant, will cover the difference as well as the moving costs that were also negotiated.

Prepared by: Jessica White, Budget Director

Prepared On: 1/26/26

**SUE SERINO**  
COUNTY EXECUTIVE



22 Market Street  
Poughkeepsie, NY 12601  
Phone: 845-486-2000

**DUTCHESS COUNTY GOVERNMENT**

January 27, 2026

Via E-mail & 1<sup>st</sup> Class Mail  
Andrew R. Guajardo, MD  
2008 E. Stratford Dr  
Salt Lake City, Ut 84109

Dear Dr. Guajardo:

I am pleased to offer you employment for the position of Medical Examiner. Your starting salary will be \$280,000.00. All other benefits will be provided in accordance with the Dutchess County Non-Union Benefit Plan.

This offer is contingent on your appointment and confirmation by the Dutchess County Legislature, scheduled for the March 5, 2026 Committee meeting, and the March 9, 2026 Legislative Board meeting.

We look forward to working with you and your successful career with Dutchess County.

Sincerely,

Susan J. Serino  
County Executive

c: Rachel Kashimer, Commissioner of Human Resources

**SUE SERINO**  
COUNTY EXECUTIVE



22 Market Street  
Poughkeepsie, NY 12601  
Phone: 845-486-2000

**DUTCHESS COUNTY GOVERNMENT**

January 27, 2026

Mr. Bradford Kendall  
Dutchess County Clerk  
22 Market Street  
Poughkeepsie, New York 12601

Dear County Clerk Kendall:

I am pleased to appoint Andrew R. Guajardo, MD, as Dutchess County Medical Examiner effective March 23, 2026.

Dr. Guajardo, a board-certified forensic pathologist, returns to his native New York as Dutchess County Chief Medical Examiner having garnered over a decade of experience. Dr. Guajardo has a wealth of leadership experience, and has led his colleagues in implementing best practices, provided his expertise in complicated death investigations, and developed strategies to integrate the work of the medical examiner with that of health providers and organizations in the community.

I look forward to his confirmation and appointment by the Dutchess County Legislature on March 9, 2026.

Sincerely,

Susan J. Serino  
County Executive

c: Julie Shirioshi, Clerk of Legislature  
Rachel Kashimer, Commissioner of Human Resources  
Dr. Livia M. Santiago-Rosado, Commissioner of Health  
Anthony J. Ruggiero, Assistant Commissioner of Administration

# ANDREW R. GUAJARDO, M.D.

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## EDUCATION

<b>New York Medical College</b> <i>M.D.</i> HEARST Foundation Scholarship, NYMC Scholarship Award, Top academic quintile	Valhalla, NY 2009 – 2013
<b>John Jay College of Criminal Justice</b> <i>B.S. Chemistry, Concentration: Forensic Science and Toxicology</i>	New York, NY 2004 – 2007

## RESIDENCY AND FELLOWSHIP TRAINING

<b>New Mexico Office of the Medical Investigator</b> <i>Fellow, Forensic Pathology</i>	Albuquerque, NM 2018 – 2019
<b>The Johns Hopkins Hospital</b> <i>Chief Resident, Pathology</i> <i>Fellow, Neuropathology</i> <i>Resident, Anatomic Pathology</i>	Baltimore, MD 2017 – 2018 2015 – 2017 2013 – 2015

## LICENSURE AND BOARD CERTIFICATIONS

<b>New York Physician License #339555</b>	2025 – Present
<b>Utah Physician License #11254472-1205</b>	2019 – Present
<b>The American Board of Pathology</b> <i>Forensic Pathology</i>	2019 – Present
<b>The American Board of Pathology</b> <i>Neuropathology</i>	2018 – Present
<b>The American Board of Pathology</b> <i>Anatomical Pathology</i>	2018 – Present

## PROFESSIONAL POSITIONS

<b>Deputy Medical Examiner, Utah Office of the Medical Examiner</b>	2024 – Present
<b>Forensic Pathology Fellowship Program Director, University of Utah</b>	2024 – Present
<b>Review Editor, Diagnostic and Forensic Neuropathology, Frontiers in Neurology</b>	2021 – Present
<b>Institutional Review Board, Utah Department of Health and Human Services</b>	2021 – Present
<b>Assistant Medical Examiner, Utah Office of the Medical Examiner</b>	2019 – 2024

<b>Forensic Neuropathologist, Utah Office of the Medical Examiner</b>	2019 – Present
<b>Adjunct Instructor, Pathology department, University of Utah School of Medicine</b>	2019 – Present
<b>Director and Organizer, Continuing Medical Education Utah Medical Examiner Brain Cutting Conference, University of Utah</b>	2019 – Present

## PUBLICATIONS AND PAPERS

- Eschbacher KL, Tran QT, Moskalev EA, Jenkins S, Fritchie K, Stoehr R, Caron A, Link MJ, Brown PD, **Guajardo A**, Brat DJ, Wu A, Santagata S, Louis DN, Brastianos PK, Kaplan AB, Alexander B, Rossi S, Ferrarese F, Raleigh DR, Nguyen MP, Gross J, Velazquez Vega J, Rodriguez F, Perry A, Martinez-Lage M, Orr BA, Haller F, Giannini C. NAB2::STAT6 fusions and genome-wide DNA methylation profiling: Predictors of patient outcomes in meningeal solitary fibrous tumors. *Brain Pathol.* 2024 Nov;34(6):e13256. doi: 10.1111/bpa.13256. Epub 2024 Mar 24. PMID: 38523251; PMCID: PMC11483515. 2024
- E Goold, J Klonoski, C Palmer, E Adjei, **A Guajardo**, A Abrahams, *Neuropathology Outreach in Ghana, American Journal of Clinical Pathology*, Volume 158, Issue Supplement\_1, November 2022, Page S97, <https://doi.org/10.1093/ajcp/aqac126.204>. 2022
- Johnson ECB, Dammer EB, Duong DM, Ping L, Zhou M, Yin L, Higginbotham LA, **Guajardo A**, White B, Troncoso JC, Thambisetty M, Montine TJ, Lee EB, Trojanowski JQ, Beach TG, Reiman EM, Haroutunian V, Wang M, Schadt E, Zhang B, Dickson DW, Ertekin-Taner N, Golde TE, Petyuk VA, De Jager PL, Bennett DA, Wingo TS, Rangaraju S, Hajjar I, Shulman JM, Lah JJ, Levey AI, Seyfried NT. Large-scale proteomic analysis of Alzheimer's disease brain and cerebrospinal fluid reveals early changes in energy metabolism associated with microglia and astrocyte activation. *Nat Med.* 2020 May;26(5):769-780. doi: 10.1038/s41591-020-0815-6. Epub 2020 Apr 13. PMID: 32284590; PMCID: PMC7405761. 2020
- Fritchie K, Jensch K, Moskalev EA, Caron A, Jenkins S, Link M, Brown PD, Rodriguez FJ, **Guajardo A**, Brat D, Velázquez Vega JE, Perry A, Wu A, Raleigh DR, Santagata S, Louis DN, Brastianos PK, Kaplan A, Alexander BM, Rossi S, Ferrarese F, Haller F, Giannini C. *The impact of histopathology and NAB2-STAT6 fusion subtype in classification and grading of meningeal solitary fibrous tumor/hemangiopericytoma.* *Acta Neuropathol.* 2019 Feb;137(2):307-319. doi: 10.1007/s00401-018-1952-6. Epub 2018 Dec 24. 2019
- Karisa C. Schreck, MD, PhD; **Andrew Guajardo, MD**; Doris D.M. Lin, MD, PhD; Charles G. Eberhart, MD, PhD; and Stuart A. Grossman, MD. *Concurrent BRAF / MEK inhibitors in BRAF-V600 mutant high-grade primary brain tumors.* *J Natl Compr Canc Netw.* Apr 2018: Vol. 16, Issue 4. 2018
- Diego F. Niño, Qinjie Zhou, Yukihiko Yamaguchi, Laura Y. Martin, Sanxia Wang, William B. Fulton, Hongpeng Jia, Peng Lu, Thomas Prindle Jr, Fan Zhang, Joshua Crawford, Zhipeng Hou, Susumu Mori, Liam L. Chen, **Andrew Guajardo**, Ali Fatemi, Mikhail Pletnikov, Rangaramanujam M. Kannan, Sujatha Kannan, Chhinder P. Sodhi, and David J. Hackam. *Cognitive impairments induced by necrotizing enterocolitis can be prevented by inhibiting microglia activation in mouse brain.* *Science Translational* 12 Dec 2018: Vol. 10, Issue 471. 2018

Waters KM, Rooper LM, **Guajardo A**, Halushka MK. *Histopathologic differences partially distinguish syndromic aortic diseases*. Cardiovascular Pathology. 2017; 30: 6-11. 2017

Nauen DW, **Guajardo A**, Haley L, Powell K, Burger P, Gocke, C. *Chromosomal defects track tumor subpopulations and change in progression in oligodendroglioma*. Converge. Sci. Phys. Oncol. 2015; 1(1). 2015

Ghuznavi N, Nocera NF, **Guajardo AR**, Weinberg JM. Emerging medical treatments for actinic keratoses, squamous cell carcinoma, and basal cell carcinoma. Clinical Investigation. 2012 Sep; 2(9): 909-921. 2012

## PRESENTATIONS

**American Academy of Neuropathology** Atlanta, GA  
**AR Guajardo**, H Jarrell. Balo's Concentric Sclerosis: Autopsy of a Rare Demyelinating Process. **Poster presentation**. 2019

**Neuropathology Core Leaders Meeting** San Diego, CA  
**AR Guajardo**, G Rudow, O Pletnikova, D Arking, JC Troncoso. RNAseq in frontal cortex of young subjects with ApoE 3/3 and 3/4 genotypes free of Alzheimer's Pathology. **Platform, Poster presentation** 2017

**American Academy of Neuropathology, Interesting case unknown session** Santa Ana, CA  
**AR Guajardo**, A Tabbarah, F Rodriguez. Dyskeratosis Congenita Hoyeraal-Hreidarsson Syndrome. **Case presentation** 2017

- Best Case Presentation Award, *Diagnostic Slide Session*

**American Academy of Neuropathology** Baltimore, MD  
**AR Guajardo**, CJ VandenBussche, DA Hill, M Reyes-Mugica, CY Ho. Malignant Transformation in Neurocutaneousmelanosis. **Poster presentation** regarding NCM at autopsy 2016

**United States and Canadian Academy of Pathology** Seattle, WA  
**AR Guajardo**, CJ VandenBussche, DA Hill, M Reyes-Mugica, CY Ho. Malignant Transformation in Neurocutaneousmelanosis. **Poster presentation** regarding NCM at autopsy 2016

**United States and Canadian Academy of Pathology** Boston, MA  
**AR Guajardo**, ML Zhang, MK Halushka, BJ Crain. A Tell-Tale Heart of Fabry Disease. **Poster presentation** regarding atypical presentation of Fabry disease at autopsy 2015

**The Johns Hopkins Hospital** Baltimore, MD  
**AR Guajardo**. Primary CNS Lymphoma. **Presentation** covering new research developments concerning disease prognosis and therapeutics 2014

## LECTURES/TEACHING EXPERIENCE

### Office of The Medical Examiner, Forensic Pathology

#### *Instructor*

Salt Lake City  
2020-Present

- Forensic pathology didactics for forensic pathology trainee(s).

### University of Utah, Medical School Intersession

#### *Instructor*

Salt Lake City  
2024-Present

- Forensic pathology lecture for elective classes during intersessions.

### The Johns Hopkins Hospital, Neuropathology

#### *Instructor*

Baltimore, MD  
2015-2017

- Weekly lecturer for Neuropathology conference to residents and attending neurologists and pathologists

### The Johns Hopkins Hospital

#### *Guns, Knives, and Rotting Corpses*, Pathology Symposium

Baltimore, MD  
2016

- Pathology department-wide lecture and Q&A session

### The Johns Hopkins Hospital

#### *Tutor*

Baltimore, MD  
2013-2015

- Provided curriculum-tailored 1 on 1 tutoring services throughout 1<sup>st</sup> and 2<sup>nd</sup> year medical student coursework

### The Johns Hopkins Hospital

#### *Lecturer*, Overview of Gunshot/Blunt Force Trauma and its Mimickers at Autopsy

Baltimore, MD  
2013-2014

- Delivered annual 45-minute lecture to residents with an emphasis on board preparation

### The Johns Hopkins Hospital

#### *IgG4 Related Disease*, Gastroenterology Grand Rounds

Baltimore, MD  
2014

- Discussed current histopathology and clinical understanding of the disease

### The Johns Hopkins Hospital

#### *Medical-Social Reality of Chile*, Grand Rounds Short Talk

Baltimore, MD  
2014

- Grand Rounds short talk on Salvador Allende's contribution to medical legislation in Chile

### The Johns Hopkins Hospital

#### *Ghouls and Grand Rounds: Fears of Our Time*, Grand Rounds Short Talk

Baltimore, MD  
2014

- Themed short talk covering the cultural implications and evolution of 'Zombies'

### New York Medical College

#### *Pathology Tutor*

Valhalla, NY  
2010-2012

- Reviewed and tutored course of study covering clinical and histopathological diagnoses

**New York Medical College**  
***Alpha Omega Alpha Medical Anatomy Tutor***

Valhalla, NY  
2010-2012

- Instructed on medical anatomy using written material and cadaveric dissection

### **OTHER EXPERIENCE**

**AG Forensic Neuropathology LLC**  
***Private Consultation***

2020 – Present

- Provide first and second opinions on forensic and neuropathology casework providing guidance, drafting reports, and giving testimony as applicable

**The Johns Hopkins Hospital**  
***Joseph Eggleston Memorial Lecture Selection Committee***

Baltimore, MD  
2014

- Organized annual visiting professorship for the Division of Surgical Pathology

**The Johns Hopkins Hospital**  
***The Johns Hopkins Pathology Diversity Committee***

Baltimore, MD  
2014

- Reviewed and developed methods to increase recruitment and retention of underrepresented minority faculty members and residents

**The Johns Hopkins Hospital**  
***Tissue Committee Member***

Baltimore, MD  
2014

- Quarterly review of tissue consultation and pre-procedure slide review for Pathology Department

**Westchester Labs and Research**  
***Forensic Science***

Valhalla, NY  
2007

- Analysis and validation in various departments including Criminalistics, Drug Chemistry, and Arson using microscopes, HPLC, TLC, UV/IR, GC-MS, and GRIM-3

### **LANGUAGES**

- English (native)
- Spanish (moderately fluent- speaking, reading, writing)

### **PROFESSIONAL MEMBERSHIPS**

- National Association of Medical Examiners
- American Association of Neuropathologists
- American Academy of Forensic Sciences
- American Board of Pathology
- Gold Humanism Honor Society

FAMILY & HUMAN SERVICES

RESOLUTION NO. 2026037

RE: APPOINTMENTS TO THE CITIZENS ADVISORY COMMITTEE ON DOMESTIC VIOLENCE

Legislators VALDÉS SMITH, ALEXANDER, ARNOFF, BRENDLI, DRAGO, KAUL, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, by Resolution No. 421 of 1989, the Dutchess County Legislature did create a Citizens Advisory Committee on Domestic Violence the members of which are appointed by the Chair of the Legislature subject to confirmation by the County Legislature, and

WHEREAS, by Resolution No. 42 of 1993, the membership of such committee was fixed at 12 members, and

WHEREAS, the Chairman of the Legislature has appointed the following member to the Citizenship Advisory Committee on Domestic Violence:

APPOINTMENT	TERM ENDING
Emma Arnoff	June 30, 2026
Kelly Bunt	June 30, 2026

APPROVED  
*Susan J. Serino*  
 SUSAN J. SERINO  
 COUNTY EXECUTIVE

Date March 12, 2026

STATE OF NEW YORK  
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 11<sup>th</sup> day of March, 2026 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 11<sup>th</sup> day of March, 2026.



*Julie Hiroishi*  
 JULIE HIROISHI, CLERK OF THE LEGISLATURE

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff		reused
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

**Present:** 20      **Resolution:** \_\_\_\_\_      **Total:** 19  
**Absent:** 5      **Motion:** Atkins/Munn      **Yes**      **No**  
**Vacant:** 0      **Abstentions:** 1

**2026037 APPOINTMENTS TO THE CITIZENS ADVISORY COMMITTEE ON DOMESTIC VIOLENCE**

RESOLUTION NO. 2026038

RE: APPOINTMENTS TO THE DISTRICT 3 FISH AND WILDLIFE  
MANAGEMENT BOARD

Legislators ATKINS, BRENDLI, CASWELL, DRAGO, KAUL, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, pursuant to Article 11, Section 11-0501 of the Environmental Conservation Law of the State of New York, the Chairman of the Legislature shall appoint members to the District 3 Fish and Wildlife Management Board, subject to confirmation by the County Legislature, and

WHEREAS, vacancies exist on such board due to the expiration of the terms of Doug McHoul and Will Truitt, and

WHEREAS, Eric Alexander and Emma Arnoff have expressed interest in being appointed; now, therefore, be it

RESOLVED, Dutchess County Legislature does hereby ratify and confirm the appointments of Eric Alexander and Emma Arnoff, said terms commencing immediately and expiring as set forth below as members of the District 3 Fish and Wildlife Board:

APPOINTMENTS	TERM ENDING
Eric Alexander (County Legislative Representative)	12/31/26
Emma Arnoff (County Legislative Representative - Alternate)	12/31/26

APPROVED

*Susan J. Serino*

SUSAN J. SERINO  
COUNTY EXECUTIVE

Date March 12, 2026

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9<sup>th</sup> day of March, 2026, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have herunto set my hand and seal of said Legislature this 11<sup>th</sup> day of March, 2026.



*Julie Shirosishi*  
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff		recused
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent

**Present:** 19      **Resolution:** \_\_\_\_\_      **Total:** 19      0  
**Absent:** 5      **Motion:** Atkins/Munn      **Yes**      **No**  
**Vacant:** 0      **Abstentions:** 1

2026038 APPOINTMENTS TO THE DISTRICT 3 FISH AND WILDLIFE MANAGEMENT BOARD



# Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		absent
District 12 - East Fishkill	Metzger	✓	
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul		reused
District 7 - Hyde Park and Pleasant Valley	Darrow	✓	
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles	✓	
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust	✓	
District 17 - Town and Village of Fishkill	McHoul	✓	
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		reused
District 21 - East Fishkill	Caswell	✓	
District 22 - Beekman and Union Vale	Tresca	✓	
District 23 - Pawling, Beekman and East Fishkill	Rolison		absent
District 24 - Dover and Pawling	House		absent
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		absent
<b>Present:</b>	<u>20</u>	<b>Resolution:</b> _____	<b>Total :</b> <u>18</u>
<b>Absent:</b>	<u>5</u>	<b>Motion:</b> <u>Atkins/Munn</u>	<b>Yes</b> <u>18</u>
<b>Vacant:</b>	<u>0</u>		<b>No</b> <u>0</u>
			<b>Abstentions:</b> <u>2</u>

2026039 APPOINTMENTS TO THE DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD

## **Other County Business**

Legislator Kaul spoke about the need for the County to clear the Rail Trail.

Majority Leader Atkins called on the County Executive to negotiate in good faith with the City of Poughkeepsie with respect to 26 Oakley.

Legislator Brendli seconded Majority Leader Atkins' sentiment.

## **Privilege of the Floor with respect to agenda and non-agenda County business**

Suprina Trochet of Poughkeepsie spoke about 26 Oakley.

Robert Cerrado spoke about the Dutchess Rail Trail and requested the County clear snow from the trail.

Elizabeth O'Raffity spoke about 26 Oakley.

Sandy Stratton-Gonzalez of Fishkill spoke in favor of shutting down the Dutchess County incinerator.

Esther Jackson of Fishkill spoke asking the Legislature to add new guidelines and parameters pertaining to the Dutchess County incinerator, and further spoke in favor of fare-free buses for Dutchess County.

Christopher Tamulonis of East Fishkill spoke against socialism and criticized the removal of the County Legislature's two-thirds rule related to financial procedures.

Jamar Cummings of Poughkeepsie spoke in favor of fare-free buses and against a homeless shelter at 26 Oakley.

Ann LaGoy of Fishkill spoke about animal welfare and the PANT initiative and thanked Legislator Shah for her advocacy.

Hon. Mayor Yvonne Flowers of the City of Poughkeepsie spoke about 26 Oakley.

Hon. Councilman Evan Menist of the City of Poughkeepsie spoke about 26 Oakley and spoke in favor of fare-free buses for Dutchess County.

Laurie Sandow of Poughkeepsie spoke about anonymous FOILS and the need to protect anonymity.

Sara of Saugerties spoke about domestic violence and the need to improve protections for domestic violence victims.

Kelly See Burnes of Poughkeepsie spoke about domestic violence and the need to improve protections for domestic violence victims.

Hon. Councilman Daniel Atonna of the City of Poughkeepsie thanked the Legislature for adopting the Resolution opposing the proposed detention facility in Chester and further thanked the members of the public who came to speak about domestic violence.

Rosemary of Poughkeepsie spoke about the need for fare-free buses in Dutchess County.

### **Adjournment**

There being no further business before the Legislature, Chair Valdés Smith adjourned the meeting with consent at 9:01 p.m.