Attendance Sheets

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

Date: 11/13/18

Regular Meeting

of the

Dutchess County Legislature

Tuesday, November 13, 2018

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

Roll Call by the Clerk of the Legislature

PRESENT:	22	Amparo, Bolner, Borchert, Brendli, Edwards, Garito, Houston, Incoronato, Jeter-Jackson, Johnson, Keith, Metzger, Miccio, Munn, Page, Pulver, Sagliano, Surman, Thomes, Truitt, Tyner, Zernike
ABSENT:	3	Black, Horton, Llaverias
PRESENT, LATE:	0	

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Father Michael McLoughlin of Saint Columba's Church in Hopewell Junction, followed by a moment of silent meditation.

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

Dave Kelly, Pawling, spoke in support of Resolution No. 2018288.

Sandy Washburn, Salt Point, spoke in support of Resolution No. 2018288.

Robert Ostgertag spoke in support of Resolution No. 2018288.

Pam Kingsley, New Hamburg, voiced her concerns regarding possible cost overruns with Resolution No 2018288.

Constantine Kazolias, City of Poughkeepsie, spoke, comments attached.

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

Chair Pulver entertained a motion to approve the October 2018 minutes.

The October 2018 minutes were adopted.

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

None.

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

COMMUNICATIONS RECEIVED FOR THE NOVEMBER 2018 BOARD MEETING

Received the following from Dutchess County Clerk:

Semi-Annual Mortgage Tax report for the period, April 1, 2018 to September 30, 2018.

October Mortgage Tax Detail Ledger

October Summary of Mortgage Tax Received

October Mortgage Tax Report

October Foreclosure Statistics

Received from Town of Pawling, Notice of Public Hearing and proposed Local Law, to Establish Chapter 67 of the Town Code of the Town of Pawling entitled, "Application Processing Restrictive Law".

Received the following from Town of LaGrange:

Notice of Public Hearing and proposed Local Law entitled, "A Local Law of the Town of LaGrange, Dutchess County, New York Correcting Sign Definitions Within Section 240-112 of the LaGrange Town Code".

Notice of Public Hearing and proposed Local Law entitled, "A Local Law of the Town of LaGrange to Add A New Bulk and Area Table for The Overlook Planned Development ("OPD") at Section 240-28, Schedule B1, and Amending Schedule A1 of Section 240-27 to Establish Use Regulations for The Overlook Planned Development ("OPD").

Received from Van DeWater and Van DeWater, LLP., Supplemental Affirmation of Erin L. O'Dea with Exhibits.

Received from Chairman of the Legislature, 2018 Permanent Committee Assignments.

Received from the Joint Commission on Public Ethics, acknowledgment of receipt of Complaint # 18-209.

Received from the Department of Public Service, list of available publications relating to the upcoming winter season.

Received from City of Beacon, a copy of Resolution No. 177 of 2018 entitled, "A Resolution Commenting on the Dutchess County Local Law Regarding the Use of Reusable Bags".

Received from Budget Director, Contingency and Capital Reserve Account Status.

Resolution No. 2018259, AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT INVOLVING CONSTRUCTION RELATED ACTIVITIES FOR THE HARLEM VALLEY RAIL TRAIL PHASE IV, AND APPROPRIATING FUNDS THEREFORE (PIN 8758.74), was adopted at the October 4, 2018, Public Works and Capital Projects Committee Meeting, pulled by the Department of Public Works on October 9, 2018, and considered at the November 13, 2018, Board Meeting.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	22	Pulver, Sagliano, Bolner, Munn, Borchert, Keith, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Amparo, Incoronato, Zernike, Miccio, Page, Garito, Thomes, Surman, Houston
NAYS:	0	
ABSENT:	3	Black, Llaverias, Horton

Resolution adopted.

Resolution No. 2018267, A RESOLUTION AUTHORIZING THE ISSUANCE OF $5,388,350 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF THE CONSTRUCTION OF THE HARLEM VALLEY RAIL TRAIL (PHASE IV), IN AND FOR SAID COUNTY, was offered for discussion only at the October 4, 2018, Public Works and Capital Projects Committee Meeting, and considered at the November 13, 2018, Board Meeting.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	22	Pulver, Sagliano, Bolner, Munn, Borchert, Keith, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Amparo, Incoronato, Zernike, Miccio, Page, Garito, Thomes, Surman, Houston
NAYS:	0	
ABSENT:	3	Black, Llaverias, Horton

Resolution adopted.

Resolution No. 2018271, A RESOLUTION AUTHORIZING THE REPLACEMENT OF ROOFS (PHASE II) AT THE DUTCHESS COUNTY COMMUNITY COLLEGE, IN AND FOR THE COUNTY OF DUTCHESS, NEW YORK, AT A MAXIMUM ESTIMATED COST TO THE COUNTY OF $3,186,800 AND AUTHORIZING THE ISSUANCE OF $913,400 BONDS TO PAY A PORTION OF THE COUNTY'S SHARE OF THE COST THEREOF, was offered for discussion only at the October 4, 2018, Public Works and Capital Projects Committee Meeting, and considered at the November 13, 2018, Board Meeting.

Legislator Tyner stated that the Legislature authorized the cost of design of construction for new classrooms and a hangar building at the Airport operated by the Dutchess Community College within the aviation program. He added that the architectural firm received $2,700,000 in contracts and had contributed to the County Executive.

Legislator Miccio called Point of Order because this resolution referred to roofs.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	22	Pulver, Sagliano, Bolner, Munn, Borchert, Keith, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Amparo, Incoronato, Zernike, Miccio, Page, Garito, Thomes, Surman, Houston
NAYS:	0	
ABSENT:	3	Black, Llaverias, Horton

Resolution adopted.

Family & Human Services

RESOLUTION NO. 2018276

RE: AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY FAMILY COURT (A.1162.04)

Legislators THOMES, HORTON, SAGLIANO, BOLNER, HOUSTON, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, the Clerk of the Dutchess County Family Court has advised that there has been a significant increase in the cost for Assigned Counsel, and

WHEREAS, it is necessary to amend the 2018 Adopted County Budget to provide funds to meet the County's obligation for the aforesaid expenses, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2018 Adopted County Budget as follows:

APPROPRIATIONS		
Increase		
A.1162.04.4444	Attorneys/Assigned Counsel	$265,000

REVENUES		
Increase		
A.9998.95990.01	Appropriated Fund Balance	$265,000

CA-194-18
JMF/kvh/G-0106
10/15/18
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/14/2018

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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 265,000

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

A.1162.04.4444 Attys/Assgnd Counsel
A.9998.95990.01 Appropriated Fund Balance

Related Expenses: Amount $ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

The 2018 budget for assigned counsel costs were reduced to account for the projected impact of the new Family Court SWAP program where Ulster County provides counsel for Dutchess and Dutchess provides counsel for Ulster. By using employees instead of Assigned Counsel, the County can save money as employees have a lower cost per case. The Conflict SWAP program did not start until mid-year resulting in a shortfall required for Assigned Counsel in Family Court.

Prepared by: Tiffanie Massey Prepared On: 10/5/2018

STATE OF NEW YORK
UNIFIED COURT SYSTEM
NINTH JUDICIAL DISTRICT
DUTCHESS COUNTY FAMILY COURT
50 MARKET STREET
POUGHKEEPSIE, NY 12601
TEL: (845) 431-1850 FAX: (845) 486-2510

HON. KATHIE E. DAVIDSON
District Administrative Judge
Ninth Judicial District

NANCY J. BARRY, ESQ.
District Executive

PETER A. PALLADINO
Chief Clerk

LISA D. MACK
Deputy Chief Clerk

October 1, 2018

DUTCHESS COUNTY
EXECUTIVE
RECEIVED
2018 OCT -2 PM 1:54

To: Jessica White, Budget Director
22 Market Street
Poughkeepsie, NY 12601

Re: Resolution Request for Supplemental Appropriations
Department 1162 - Unified Court Sub Department 04 - Family Court
Line Item 4444 Attys/ Assgnd Counsel

Dear Budget Director White;

In our most recently received Family Court Performance Report reflects a ninety-four percent (94%) usage for the above referenced account. Expenditures for assigned counsel costs reflects an average monthly cost of approximately $108,578/month.

Based on anticipated expenditures at the current rate the Attorney/Assigned Counsel budget line item will be depleted by mid-October. I am formally requesting supplemental appropriations to cover anticipated costs incurred for the period of mid-October ($47K) and months of November ($109K) and December ($109K) in total $265,000.

My original request for this line item when submitting in 2017 was to remain a flat budget item from the year prior at $1,200,000 which would have carried the account through most of November falling short of approximately $103K - however the budget was significantly reduced to $1,022,850 when approved.

Respectfully;

Peter A. Palladino
Clerk of the Court

Family and Human Services Committee Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 1 - Town of Poughkeepsie	Llaverias	absent	
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 21 - Town of East Fishkill	Horton	absent	
District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston (VC)		

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

Absent: 2 **Motion:** ____ **Abstentions:** 0

Vacant: 0

2018276 AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY FAMILY COURT (A.1162.04)

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018276 AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY FAMILY COURT (A.1162.04)

November 13, 2018

FAMILY & HUMAN SERVICES

RESOLUTION NO. 2018277

RE: APPOINTMENTS AND REAPPOINTMENTS TO THE VETERANS AFFAIRS COMMITTEE

Legislators PULVER, THOMES, SAGLIANO, BOLNER and JETER-JACKSON offer the following and move its adoption:

WHEREAS, there exists four vacancies on the Veterans Affairs Committee due to the expiration of the terms of terms of Bruce Coneeny, Deirdre Houston, Adam Roche, and Joseph Incoronato; and

WHEREAS, Bruce Coneeny, Deirdre Houston, Adam Roche, and Joseph Incoronato have expressed interest in being reappointed to said committee; and

WHEREAS, the Chairman of the Legislature has reappointed Deirdre Houston, and Joseph Incoronato; and

WHEREAS, the County Executive has reappointed Bruce Coneeny and Adam Roche; and

WHEREAS, there exists a vacancy on the Veterans Affairs Committee due to the resignations of John Wirth; and

WHEREAS, Devin Auriana has expressed interest in being appointed to said committee; and

WHEREAS, the Chairman of the Legislature has appointed Devin Auriana; and

RESOLVED, that the Dutchess County Legislature does hereby ratify and confirm the reappointments of Bruce Coneeny, Deirdre Houston, Adam Roche, and Joseph Incoronato, said terms commencing immediately, and expiring as set forth below; and

RESOLVED, that the Dutchess County Legislature does hereby ratify and confirm the appointments Devin Auriana, said terms commencing immediately, and expiring as set forth below.

Reappointment	**Term Expires**
Bruce Coneeny 33 Ridgeview Road Hopewell Junction, NY 12533	11/30/2020
Joseph Incoronato 14 Ronsue Drive Wappingers Falls, New York 12590	11/30/2020
Deirdre Houston P.O. Box 512 Millbrook, New York 12545	11/30/2020

Adam Roche
18 Hurlie Street
Poughkeepsie, NY 12601 11/30/2020

Appointment

Devin Auriana
14 Ridgeview Drive
Hopewell Junction, New York 12533 11/30/2020

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/30/2018

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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Devin Auriana

14 Ridgeview Drive · Hopewell Junction, NY 12533 · devinauriana@yahoo.com · 845.401.4934

EDUCATION

Dutchess Community College, Poughkeepsie, NY- Associate of Arts, Liberal Arts & Humanities, December 2015

Currently pursuing Bachelors of Arts- Western Connecticut State University; Justice and Law Administration- Legal Studies

RELATED EXPERIENCE

Putnam Recreational Program & Habilitation, Carmel, NY
Senior Recreational Aid, January 2010- Present
Provide specialized sport training and development of athletes with various mental and physical disabilities. Aid to the director by providing program management, design, and mentorship to junior recreational aids. Certified NYS Special Olympics Coach, coaching various teams competing in regional Olympics.

Gold's Gym, Poughkeepsie, NY
Summer Camp Coordinator, June 2011- Present
Assistant to the director ensuring all camps are running efficiently, and programs of instruction are being ran to standard. Ensured all aspects of camps were within Health Department standards and the safety of 250+ children was enforced.
Youth Program Instructor
Create and design youth programs offered as extracurricular activities provided on site at the facility. Trained and developed youth athletes working on an array of sports.
Front Desk Associate
Maintain daily logs of members, paperwork, billing, phone inquiries and memberships conducted throughout the day.

LaGrange Junior Basketball League, LaGrange, NY
Youth Basketball Coach, November- February 2013-2016
Coached and provided team instruction in a junior basketball league setting. Assisted the President of the league with child enrollment, logistics of equipment, coaching/referee coordination, and oversight of league play.

MILITARY EXPERIENCE

United States Army Reserve – *Sergeant-* *October 2013- Present.*
Battalion Master Fitness Trainer- *March 2018-Present.* Responsible for managing the Battalion's Physical Readiness needs by providing guidance and training plans to the Battalion Commander. Develop physical training plans, execute training programs and oversee individual company training events. Provide counseling to soldiers on nutritional and health standards, as part of the Army's holistic and health program.
S3- *April 2018- Present.* Current operations non-commissioned officer assisting senior officers with planning, organization and execution of training events for a Battalion of 150+ soldiers.
Civil Affairs Sergeant- *April 2017- December 2017.* Member of a five-man Civil Affairs team that developed and created a 150-page program of instruction manual for Tanzanian Game Wardens. Provided training to Game Wardens on various skills to help mitigate poaching and corruption throughout the game reserves. Appointed the Pay Agent, overseeing financial payments for equipment during training cycles. Managed team equipment and sensitive items accruing over $250,000.

AWARDS/CERTIFICATIONS/ COMMUNITY SERVICE

U.S. Army: Master Fitness Trainer
P.R.P.H.: New York State Special Olympics Coach
Gold's Gym: CPR/RTE Certification

Family and Human Services Committee Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 1 - Town of Poughkeepsie	Llaverias	absent	
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 21 - Town of East Fishkill	Horton	absent	
District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston (VC)		

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

Absent: 2 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018277 APPOINTMENTS AND REAPPOINTMENTS TO THE VETERANS AFFAIRS COMMITTEE

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018277 APPOINTMENTS AND REAPPOINTMENTS TO THE VETERANS AFFAIRS COMMITTEE

November 13, 2018

Budget, Finance, & Personnel

RESOLUTION NO. 2018278

RE: APPROVING CAPITAL PROJECTS FOR DUTCHESS COMMUNITY COLLEGE

Legislators METZGER, PULVER, SAGLIANO, BOLNER, HOUSTON, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, Dutchess Community College has submitted a new funding request for a capital project for the Hudson Hall Walkway with a total estimated cost of $100,000 to the SUNY Office for Capital Facilities, and

WHEREAS, upon approval by the SUNY Board of Trustees, the project will be submitted for inclusion in the State Budget as a new capital appropriation in the 2019-2020 budget cycle, and

WHEREAS, the State funds would cover the state share of 50% of this project, and

WHEREAS, Dutchess County's sponsor share of this capital project, $50,000, would be funded from the college capital chargeback funds, and

WHEREAS, after a SEQRA review the college administration has determined that the work involves either (1) maintenance or repair involving no substantial changes in an existing structure or facility or (2) the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, now, therefore, be it

RESOLVED, It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 0101 et seq., and its implementing regulations, Part 617 of 6 NYCRR, that this project is a "Type II" Action within the meaning of Section 617.5(c)(1) & (2) of 6 NYCRR, and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required, and be it further

RESOLVED, that the following capital project is hereby authorized and approved in the amount indicated below:

Project Name	Estimated Total Cost	State's Share (Appropriation)	Sponsor's Share (Chargeback Revenue and Bonded Revenue)
Hudson Hall Walkway	$100,000	$50,000	

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/26/2018

CA-188-18
G-0113 10/12/18
JMF/LK/kvh

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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: Jessica White, Budget Director

RESOLUTION NO. 2019-09 Board of Trustees, Dutchess Community College
October 23, 2018

Mr. Huffner offers the following resolution and moves its adoption:

WHEREAS, Dutchess Community College has submitted a new funding request for capital projects for the Hudson Hall Walkway with a total estimated cost of $100,000 to the SUNY Office for Capital Facilities, and

WHEREAS, upon approval by the SUNY Board of Trustees, the project will be submitted for inclusion in the State Budget as a new capital appropriation in the 2019-2020 budget cycle, and

WHEREAS, the State funds would cover the state share of 50% of this project, and

WHEREAS, the sponsor share of this capital project ($50,000) would be covered through Capital Chargeback Funds, and

WHEREAS, the project involves either (1) maintenance or repair involving no substantial changes in an existing structure or facility or (2) the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site; including upgrading buildings to meet building or fire codes, now, therefore, be it

RESOLVED, that it is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 0101 et seq., and its implementing regulations, Part 617 of 6 NYCRR, that this project is a "Type II" Action within the meaning of Section 617.5(c)(1) & (2) of 6 NYCRR, and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required, and be it further

RESOLVED, that the following capital project is hereby authorized and approved in the amounts indicated below:

Project Name	Estimated Total Cost	State's Share (Appropriation)	Sponsor's Share (Chargeback)
Hudson Hall Walkway	$100,000.00	$50,000.00	$50,000.00

and, be it

FURTHER RESOLVED, that this resolution be forwarded to the Dutchess County Legislature for its consideration.

* * * * *

Seconded by Ms. Brown

Resolution adopted unanimously

Budget, Finance, and Personnel Committee Roll Call

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

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

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

Vacant: 0 **Abstentions:** 0

2018278 APPROVING CAPITAL PROJECTS FOR DUTCHESS COMMUNITY COLLEGE

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018278 APPROVING CAPITAL PROJECTS FOR DUTCHESS COMMUNITY COLLEGE

November 13, 2018

Budget, Finance, & Personnel

RESOLUTION NO. 2018279

RE: DESIGNATION OF DUTCHESS TOURISM, INC. AS THE TOURIST PROMOTION AGENCY FOR THE COUNTY OF DUTCHESS

Legislators METZGER, PULVER, SAGLIANO, BOLNER, HOUSTON, and JETER-JACKSON offer the following and move its adoption

WHEREAS, Dutchess County continues to develop plans for tourism, marketing and promotion and desires to promote the historical, cultural and environmental resources of the County to promote tourism, and

WHEREAS, Article 5-A of the Economic Development Law, known as the New York State Tourist Promotion Act, authorizes the State Commissioner of Economic Development to match funds expended by recognized tourist promotion agencies, based upon guidelines determined by the Commissioner, and

WHEREAS, pursuant to Article 5-A of the Economic Development Law, to qualify for this fund matching program, the governing body of the County of Dutchess must first designate a tourist promotion agency as defined by such law as the agency authorized to make application for and receive Tourism Matching Funds for Dutchess County, and

WHEREAS, Dutchess Tourism, Inc., is recognized as a tourism promotions agency, and is therefore, qualified to apply for Tourism Matching Funds, and

WHEREAS, in prior years the County of Dutchess has designated Dutchess Tourism, Inc., as the tourist promotion agency for Dutchess County, and by this resolution expresses its desire to continue to do so, now, therefore, be it

RESOLVED, that Dutchess County Tourism, Inc. is hereby designated the Tourist Promotion Agency for Dutchess County with authority to make application and receive grants for the purposes specified in New York Economic Development Law.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/21/2018

CA-205-18
JMF/kvh/G-0134
10/29/18
Fiscal Impact: 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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

MARCUS J. MOLINARO
COUNTY EXECUTIVE

JAMES M. FEDORCHAK
COUNTY ATTORNEY

COUNTY OF DUTCHESS
DEPARTMENT OF LAW

MEMORANDUM:

TO: Carolyn Morris, Clerk of the Legislature

FROM: James M. Fedorchak, County Attorney

DATE: October 29, 2018

SUBJECT: Resolution for Designation of Dutchess Tourism, Inc. as the Tourist Promotion Agency for the County of Dutchess
File No. G-0134

At the request of the Deputy County Executive, Ron Hicks, we are forwarding this Resolution to the Legislature for consideration at the November meeting. This Resolution is similar to resolutions adopted in the past which have designated Dutchess Tourism, Inc. as the County's tourist promotions agency. The major difference in this resolution is that, unlike prior resolutions, once adopted we will not have to consider the designation on an annual basis.

Thank you,

JMF/kvh
Enc.
cc: William F. X. O'Neil, Deputy County Executive
Ron Hicks, Deputy County Exective

22 Market Street, Poughkeepsie, New York, 12601 • (845) 486-2110 • Fax (845) 486-2002
Service by facsimile or email is not accepted
www.dutchessny.gov

Budget, Finance, and Personnel Committee Roll Call

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

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

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

Vacant: 0 **Abstentions:** 0

2018279 DESIGNATION OF DUTCHESS TOURISM, INC. AS THE TOURIST PROMOTION AGENCY FOR THE COUNTY OF DUTCHESS

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018279 DESIGNATION OF DUTCHESS TOURISM, INC. AS THE TOURIST PROMOTION AGENCY FOR THE COUNTY OF DUTCHESS

November 13, 2018

Budget, Finance, & Personnel

RESOLUTION NO. 2018280

RE: AUTHORIZING PAYMENT FROM INSURANCE RESERVE FUND AND AMENDING THE 2018 ADOPTED COUNTY BUDGET – DEPARTMENT OF HUMAN RESOURCES/RISK MANAGEMENT (A.1920.12)

Legislators METZGER, SAGLIANO, BOLNER, MICCIO, HOUSTON and JETER-JACKSON offer the following and move its adoption:

WHEREAS, the County of Dutchess maintains an insurance reserve fund pursuant to Section 6-n of the General Municipal Law in connection with the payment of losses which would otherwise be subject to insurance indemnification, and

WHEREAS, the Department of Risk Management has an outstanding bill for $25,988 for the repair of a water main break that falls within and is, therefore, subject to the County's property insurance deductible, and

WHEREAS, the County Attorney has opined that this expenditure meets the criteria for a withdrawal from the County's 6-n account, now, therefore, be it

RESOLVED, that the sum of $25,988 from the insurance reserve fund created pursuant to Section 6-n of the General Municipal Law be used to pay this outstanding bill, and be it further

RESOLVED, that the Commissioner of Finance is authorized and directed to amend the 2018 Adopted County Budget as follows:

APPROPRIATIONS- Increase

A.1910.12.4463.320	Judgments & Claims - Contracted Services	
	6N Lawsuits not covered by Insurance	$25,988
		$25,988

REVENUES - Increase

A.9998.95110.07	Approp. Fund Balance – Appropriated Reserve	
	Insurance Reserve	$25,988
		$25,988

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/15/18

CA-195-18
JMF:sc/kvh
G-0175-A
10/15/18
Fiscal Impact Statement 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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 25,988

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):
A.1910.12.4463.320

Related Expenses: Amount $ _____

Nature/Reason:
Additional funds required to cover settlement that is subject to our property deductible.

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: Donna Ogden Prepared On: 10/2/2018

NYMIR

NEW YORK MUNICIPAL INSURANCE RECIPROCAL

July 30, 2018

Dutchess County
County Office Building Floor 5
22 Market Street
Poughkeepsie, NY 12601
Attn: George Salem

RE: Property Claim
TYPE: Water Main Break
D/L: July 20, 2018
FILE: DUTC-2018-052-001
LOCATION: DPW Office Building

Dear Mr. Salem:

As you are aware, the New York Municipal Insurance Reciprocal (NYMIR) provides Commercial Property insurance for the Dutchess County. We received a report of claim involving a water main break at the DPW location. As a result of this occurrence, coverage was requested under the NYMIR Commercial Property Policy, policy number MPLDUTC001.

Based on our discussion, the amount of loss is approximately $30,000. The policy has a $250,000 deductible applicable to this loss, if coverage were afforded. If the loss was caused by a covered cause of loss, based on the information provided, the loss would be below the policy deductible. Thus, we would be unable to indemnify you for this loss.

If you have information that shows the loss exceeds the deductible, please advise as soon as possible. We would need information regarding the cause of loss, and review the documentation in support of the damages.

Feel free to contact me with any questions.

Sincerely,

Michael Coffey
Property Claims Supervisor
(516) 750-9454
mcoffey@wrightrisk.com

cc: Rose & Kiernan

THOMAS GLEASON INC -8688
501 SALT POINT TURNPIKE
POUGHKEEPSIE, NY 12603-1080

Voice: 845-454-3730
Fax: 845-204-9497

INVOICE

Invoice Number: 18-072
Date: Jul 25, 2018
Page: 1

Bill To:
D.C. Dept. Of Public Works
626 Dutchess Turnpike
Attn: Gen Barresi
Poughkeepsie, NY 12603

Family Owned & Operated Since 1948
Machine Rentals - Rock Removal
Excavating - Trenching

Customer ID	Customer PO	Payment Terms	Due Date
DCDPW	DCDPW Water Break	Net 30 Days	8/24/18

Qty	Unit	Description	Unit Price	Amount
		Friday - 7/20/2018		
6.00	Hrs.	Supervisor	125.00	750.00
4.00	Hrs.	Prevailing Operator 137	132.02	528.08
8.00	Hrs.	Prevailing Laborer	95.55	764.40
4.00	Hrs.	Prevailing Driver	105.37	421.48
3.00	Hrs.	Prevailing Operator 137 Overtime	171.76	515.28
6.00	Hrs.	Prevailing Laborer Overtime	120.15	720.90
3.00	Hrs.	Prevailing Driver Overtime	129.24	387.72
7.00	Hrs.	310SG Backhoe	50.00	350.00
4.00	Hrs.	Compressor w/tools	45.00	180.00
7.00	Hrs	Utility Truck w/Tools	35.00	245.00
7.00	Hrs.	Pickup	30.00	210.00
7.00	Hrs.	2001- 6 Wheel Truck	45.00	315.00
1.00		Town Permit	150.00	150.00
1.00		Core & Main J218444	968.24	968.24
		Saturday - 7/21/2018		
12.00	Hrs.	Supervisor Overtime	165.00	1,980.00
20.00	Hrs.	Prevailing Operator 137 Overtime	171.76	3,435.20
36.00	Hrs.	Prevailing Laborer Overtime	120.15	4,325.40
12.00	Hrs.	Prevailing Driver Overtime	129.24	1,550.88
12.00	Hrs.	2yd Dump	35.00	420.00
12.00	Hrs	Utility Truck w/Tools	35.00	420.00
12.00	Hrs.	Pickup	30.00	360.00
12.00	Hrs.	310SG Backhoe	50.00	600.00
12.00	Hrs.	2001- 6 Wheel Truck	45.00	540.00
8.00	Hrs.	Cat 307C Excavator	60.00	480.00
8.00	Hrs.	710G Backhoe Compactor	70.00	560.00
4.00	Hrs.	Lowboy	75.00	300.00

Check/Credit Memo No:

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	Continued

A service charge of 1 1/2% per month, 18% APR will be added to all overdue accounts. Also liable for all legal and coll costs. For credit card payments over $2,000.00, a 4% convenience fee will be applied.

THOMAS GLEASON INC - 8688
501 SALT POINT TURNPIKE
POUGHKEEPSIE, NY 12603-1080

Voice: 845-454-3730
Fax: 845-204-9497

INVOICE

Invoice Number: 18-072
Date: Jul 25, 2018
Page: 2

Bill To:
D.C. Dept. Of Public Works
626 Dutchess Turnpike
Attn: Gen Barresi
Poughkeepsie, NY 12603

Family Owned & Operated Since 1948
Machine Rentals - Rock Removal
Excavating - Trenching

Customer ID	Customer PO	Payment Terms	Due Date
DCDPW	DCDPW Water Break	Net 30 Days	8/24/18

Qty	Unit	Description	Unit Price	Amount
8.00	Hrs.	Pump	25.00	200.00
8.00	Hrs.	Utility Saw	30.00	240.00
4.00	Hrs	ICS Saw	100.00	400.00
16.00	<Eac	Foam Insulation	50.00	800.00
1.00		Home Depot 8ft 6x6 Lumber	33.27	33.27
1.00		NS# 59038 (Pipe, Fittings, etc.)	1,316.52	1,316.52
		-		
		Monday - 7/23/2018		
1.00	Hrs.	Supervisor	95.00	95.00
1.00	Hrs.	Prevailing Operator 137	132.02	132.02
3.50	Hrs.	Prevailing Laborer	95.55	334.43
0.50	Hrs.	Prevailing Apprentice	77.60	38.80
2.00	Hrs	Utility Truck w/Tools	35.00	70.00
2.00	Hrs.	2yd Dump	35.00	70.00
1.00	Hrs.	310SG Backhoe	50.00	50.00
1.00	Hrs.	710G Backhoe	70.00	70.00
1.00	<Eac	15% Handling On Outside Costs $2318.03	347.71	347.71

file # 14015

OJ
O.K. 9/21/18

Check/Credit Memo No:

Subtotal	25,675.33
Sales Tax	
Total Invoice Amount	25,675.33
Payment/Credit Applied	
TOTAL	25,675.33

A service charge of 1 1/2% per month, 18% APR will be added to all overdue accounts. Also liable for all legal and coll costs. For credit card payments over $2,000.00, a 4% convenience fee will be applied.

MARCUS J. MOLINARO
COUNTY EXECUTIVE

STEVEN J. RECTOR
COMMISSIONER

GEORGE L. SALEM, JR.
DIRECTOR

COUNTY OF DUTCHESS

HUMAN RESOURCES
DIVISION OF RISK MANAGEMENT

MEMORANDUM

TO: Marcus J. Molinaro, County Executive

FROM: George L. Salem, Jr., Director of Risk Management

DATE: October 2, 2018

RE: Resolution Request

This resolution request is to request permission to move $25,988 from our reserve fund for Judgements and Claims to the Judgement and Claims 6N account A.1910.12.4463.320 to cover an outstanding bill for $25,987.83 that is subject to our property deductible. The total amount due is above the balance in our Judgement and Claims expense account for the remainder of the year.

We are asking for Legislative approval to move reserve funds to the Judgement and Claims 6N account A.1910.12.4463.320 to cover the settlement.

Attach.

22 Market Street, Poughkeepsie, New York 12601 • (845) 486-2030 • Fax (845) 486-2067
www.dutchessny.gov

Budget, Finance, and Personnel Committee Roll Call

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

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

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

Vacant: 0 **Abstentions:** 0

2018280 AUTHORIZING PAYMENT FROM INSURANCE RESERVE FUND AND AMENDING THE 2018 ADOPTED COUNTY BUDGET – DEPARTMENT OF HUMAN RESOURCES/RISK MANAGEMENT (A.1920.12)

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018280 AUTHORIZING PAYMENT FROM INSURANCE RESERVE FUND AND AMENDING THE 2018 ADOPTED COUNTY BUDGET – DEPARTMENT OF HUMAN RESOURCES/RISK MANAGEMENT (A.1920.12)

November 13, 2018

Budget, Finance, & Personnel

RESOLUTION NO. 2018281

RE: AUTHORIZING THE MONTHLY TRANSFER OF INTEREST EARNED ON UNEXPENDED CAPITAL PROJECT PROCEEDS FROM THE CAPITAL PROJECT FUNDS TO THE GENERAL FUND

Legislators METZGER, SAGLIANO, BOLNER, MICCIO, HOUSTON, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, as directed by budget appropriation or bond resolution, the Commissioner of Finance establishes a separate capital project fund for each capital project, and

WHEREAS, the Dutchess County Commissioner of Finance deposits financing proceeds, such as bonded indebtedness or budgeted funds, in segregated bank accounts, and

WHEREAS the Dutchess County Commissioner of Finance temporarily invests the unexpended capital project proceeds in accordance with the County's investment policy, generating interest revenue, and

WHEREAS, Local Finance Law 165 provides that any earnings from the investment of unexpended bond proceeds must be used to pay debt service on the bonds, or, that they must be used for the capital project that the bonds were used to finance, and now therefore be it

RESOLVED, that this Legislature hereby approves the transfer of earnings from the investment of unexpended capital project funds to the general fund, on an ongoing monthly basis, and be it further

RESOLVED, the interest earned on unexpended capital project proceeds, once transferred to the general fund, must only be used for the payment of debt service.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/2/18

CA-182-18
Ceb/sc/kvh G-0145-A
10/15/18
Fiscal Impact: 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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 0

Total Current Year Revenue $ 0
and Source

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

Identify Line Items(s):

A.9700.24010.05 - Interest Earnings on Investments in Debt Service Department in General Fund.
H.1310.1310.24010.05 - Interest Earnings on Investments in Various Capital Porject Funds.

Related Expenses: Amount $ _____

Nature/Reason:

To grant authority to transfer funds from the Capital Projects Funds to the General Fund.

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

The finance department is requesting ongoing authority to transfer interest earnings on funds held on deposit in capital project bank accounts to the general fund on a monthly basis. The funds are credited to A.9700.24010.05 - Interest Earnings on Investments. The funds are restricted in the financial statements for future debt service payments.

Prepared by: Heidi Seelbach Prepared On: September 26, 2018

Budget, Finance, and Personnel Committee Roll Call

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

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

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

Vacant: 0 **Abstentions:** 0

2018281 AUTHORIZING THE MONTHLY TRANSFER OF INTEREST EARNED ON UNEXPENDED CAPITAL PROJECT PROCEEDS FROM THE CAPITAL PROJECT FUNDS TO THE GENERAL FUND

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018281 AUTHORIZING THE MONTHLY TRANSFER OF INTEREST EARNED ON UNEXPENDED CAPITAL PROJECT PROCEEDS FROM THE CAPITAL PROJECT FUNDS TO THE GENERAL FUND

November 13, 2018

Budget, Finance, & Personnel

RESOLUTION NO. 2018282

RE: AUTHORIZING USE OF PREVIOUSLY APPROVED CAPITAL FUNDS TO PAY FOR THE COST OF THE EXTENSION OF THE LEASE, PURCHASE, MAINTENANCE AND DISPOSITION OF TEMPORARY HOUSING UNITS ("JAIL PODS")

Legislators METZGER, PULVER, SAGLIANO, BOLNER, MICCIO, THOMES and JETER-JACKSON offer the following and move its adoption:

WHEREAS, pursuant to Resolution No. 2017239, the County of Dutchess authorized an amendment to the 2017 Adopted County Budget to allow for the payment of the existing obligation of the lease of the Temporary Housing Units for the Dutchess County Jail ("Jail PODS") from the County's Fund Balance account, and

WHEREAS, since the adoption of Resolution No. 2017239, the County has made regular periodic lease payments to Proteus On Demand, the owner of the Jail PODS, and

WHEREAS, recently the County has learned that Proteus On Demand has encountered financial difficulties with its lending institution, Synovus Bank ("Synovus") and that Synovus has exercised its rights under the Uniform Commercial Code to collect the County's lease payments directly from the County, and

WHEREAS, as a result of this development, the County has entered into direct negotiations with Synovus with the intention of settling its lease obligation and purchasing and maintaining the Jail PODS directly from Synovus, and

WHEREAS, this transaction will result in a significant savings to the County over the anticipated useful need of the Jail PODS, now therefore, be it

RESOLVED, that the County Executive or his designee be authorized and empowered to enter into such agreements as may be necessary to purchase, maintain and dispose of the Jail PODS at the conclusion of the need for the same, and be it further

RESOLVED, that all remaining obligations for the lease as well as the purchase, maintenance and disposition of the Jail PODS on the site of the Dutchess County Jail shall be satisfied with existing funds previously appropriated in capital account H0466.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/21/2018

CA-187-18
JMF//kvh
G-1654 10/03/18
Fiscal Impact: See attached statement

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 1,083,008

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):
H0466.1620.4571.63 - Rental/Lease - Real Property Long Term

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
The agreement with Synovus includes payment of scheduled lease payments through the period ending October 24, 2018, plus an additional $866,015. The total expense compared to the previously authorized funds available in H0466 provides an anticipated savings to the County of $1,348,805. A portion of these savings will be used to fund necessary ownership responsibilities such as maintenance, repairs, removal and disposition of the PODs upon completion of the Justice and Transition Center Project.

Prepared by: Rachel Kashimer, Budget Office Prepared On: 10/2/18

MARCUS J. MOLINARO
COUNTY EXECUTIVE

JAMES M. FEDORCHAK
COUNTY ATTORNEY

COUNTY OF DUTCHESS

DEPARTMENT OF LAW

MEMORANDUM:

ATTORNEY/CLIENT PRIVILEGE

TO: Jessica White, Director of Budget

FROM: James M. Fedorchak, County Attorney

DATE: October 3, 2018

SUBJECT: Jail PODS and Synovus Bank
Our file no. G-1654

The County currently leases, as a result of an RFP, Jail PODs from Proteus On Demand ("Proteus") for $216,000 per quarter through 2020. The County has a "straight lease" whereby Proteus would take back the Jail PODs at the end of the lease term in 2020.

Proteus is in debt to Synovus Bank ("Synovus") and Synovus is foreclosing against Proteus in accordance with Uniform Commercial Code allowances and rules.

Due to Proteus' unforeseen default and Synovus' desire to be released from the Jail PODS lease and obligations, a settlement proposal between the County and Synovus consisting of the following has been proposed:

- The County shall make payment for the County's remaining rent to Synovus, Proteus' successor through the period ending October 24, 2018.
- Additionally, the County will pay $866,015 to Synovus plus taking on the responsibility for ownership, maintenance, removal, and disposition of the Jail PODs.
- The UCC documentation will characterize the settlement of this claim as a transfer in consideration of an accelerated payment of rent and mutual releases.
- A "Letter of Intent" will provide for the release of the County and termination of the lease as provided for in the lease terms, with or without cause.
- Since the County will continue to need use of the Jail PODs beyond 2020 and until 2022 pursuant to the continuation schedule for the new Jail and an MOU with the NY

State Department of Corrections, the County stands to save funds budgeted for retnal payments.

- The County's assumption of ownership of the Jail PODs is not in violation of NY General Municipal Law Section 109-b (3)(a), which prohibits lease option to buy contracts without bidding for transactions over specific monetary thresholds, since the County entered into a legitimate legislatively approved lease of equipment at the outset.

- It was only the unforeseen default of Proteus/Lessor that necessitated the County consummate a purchase, which is authorized without bidding under these circumstances, to achieve the County's original bargained for purpose, but which was put in jeopardy by Proteus/Lessor's unforeseen default. (18 Op. State Compt. 395, 1962; Op. Commissioner Educ. Dept., 1971, 11 Educ. Dept. Rep. 38).

I understand that all expenses anticipated pursuant to this plan shall be satisfied from the existing balance in the capital account H0466 which was designated for the POD rental payments.

JMF/CRC/kvh
cc: William F.X. O'Neil
Deputy County Executive

MARCUS J. MOLINARO
COUNTY EXECUTIVE

JAMES M. FEDORCHAK
COUNTY ATTORNEY

COUNTY OF DUTCHESS
DEPARTMENT OF LAW

MEMORANDUM:

TO: James M. Fedorchak, County Attorney

FROM: Christian R. Cullen, Senior Assistant County Attorney

DATE: October 3, 2018

FILE NO: G-1378/G-1653

SUBJECT: PODs lease foreclosure bidding issue

QUESTION: Whether the County may purchase DC Jail PODs it is currently leasing, without competitive bidding due to the unforeseen default of POD provider, Lessor Proteus to its bank Synovus?

SHORT ANSWER: Yes. Opinion 62-827 of the New York State Comptroller provides that where a contractor has defaulted in the performance of its contract, a political subdivision may, without advertising for bids, enter into a new contract for the completion of the work.

RATIONALE:

The County currently leases, as a result of an RFP, Jail PODs from Proteus for $216,000.00/Quarter through 2020. This is a straight lease whereby Proteus would take back the PODs at the end of the lease term in 2020. Proteus, however, is in debt to Synovus Bank and Synovus Bank is foreclosing against Proteus in accordance with UCC rules.

Due to Proteus' unforeseen default, a settlement has been proposed by Synovus bank whereby the County will make an accelerated payment of the County's remaining rent to the bank, Proteus' successor in interest.

22 Market Street, Poughkeepsie, New York, 12601 • (845) 486-2110 • Fax (845) 486-2002
Service by facsimile or email is not accepted
www.dutchessny.gov

The settlement proposal consists of the County paying a total of $1.3 million to the bank plus taking on the responsibility for maintenance, removal, and disposition of the PODs. UCC documentation will characterize the settlement of this claim as a transfer in consideration of an accelerated payment of rent and mutual releases. A "Letter of Intent" will provide for the release of the County and termination of the lease as provided for in the lease terms, "with or without cause."

The County's assumption of ownership of the PODs is not in violation of NY General Municipal Law Section 109-b (3)(a), which prohibits lease option to buy contracts without bidding for transactions over specific monetary thresholds, since the County entered into a legitimate legislatively approved lease of equipment at the outset.

It was only the unforeseen default of Lessor Proteus that necessitated the County consummate a purchase, which is authorized without bidding under these circumstances, to achieve the County's original bargained for purpose, but which purpose was put in jeopardy by Lessor's unforeseen default.

Opinion 62-827 of the New York State Comptroller provides that where a contractor has defaulted in the performance of its contract, a political subdivision may, without advertising for bids, enter into a new contract for the completion of the work. (18 Op.State Compt. 395, 1962) Likewise, where a bus company defaulted, leaving 30,000 children without transportation, the board of education was forced to purchase the vehicles itself because it could not find another contractor. Purchase of the buses under these circumstances was not unreasonable or illegal. (Op.Commissioner Educ.Dept., 1971, 11 Educ.Dept.Rep. 38). The New York State Court of Appeals has also held in Matter of Leeds, 53 NY 400 (1873), that non-performance by an original contractor absolves a municipality of bidding to complete the unfinished work.

Also, New York General Municipal Law Section 103(4) provides that:
"Notwithstanding the provisions of subdivision one of this section, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action which cannot await competitive bidding or competitive offering, contracts for public work or the purchase of supplies, material or equipment may be let by the appropriate officer, board or agency of a political subdivision or district therein."

An occurrence or condition is "unforeseen" within the meaning of New York General Municipal Law Section 103(4) when it is not anticipated, when it creates a situation which cannot be remedied by the exercise of reasonable care, or when it is fortuitous. Rodin v. Town of Hempstead, 38 Misc.2d 362 (Supreme Court, Nassau County, 1963). A purported emergency is not unforeseen or unavoidable if it is knowingly created. CSEA v. O'Rourke, 173 Misc.2d 460 (Supreme Court, Westchester County, 1997).

The default of POD provider Proteus was certainly an "unforeseen occurrence." This "unforeseen occurrence" has arguably given rise to a "public emergency" whereby public safety is at risk inasmuch as DC Jail inmates housed in the PODs pursuant to an MOU with the New York State Department of Corrections cannot be released and need to be continuously housed.

On motion by Majority Leader Legislator Sagliano, duly seconded by Assistant Majority Leader Bolner, discussion on Resolution No. 2018282 proceeded as follows:

Legislator Tyner stated that several dozen people were locked up merely for criminal possession of a control.

Legislator Truitt called Point of Order because that had nothing to do with the resolution.

Chair Pulver ruled Legislator Tyner out of order and stated that this resolution referred to purchasing pods as opposed to leasing pods.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	21	Pulver, Roman, Sagliano, Black, Munn, Surman, Borchert, Edwards, Truitt, Brendli, Jeter-Jackson, Johnson, Metzger, Miccio, Bolner, Incoronato, Zernike, Page, Garito, Thomes, Houston
NAYS:	1	Tyner
ABSENT:	3	Horton, Amparo, Llaverias

Resolution adopted.

Budget, Finance, and Personnel Committee Roll Call

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

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

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

Vacant: 0 **Abstentions:** 0

2018282 AUTHORIZING USE OF PREVIOUSLY APPROVED CAPITAL FUNDS TO PAY FOR THE COST OF THE EXTENSION OF THE LEASE, PURCHASE, MAINTENANCE AND DISPOSITION OF TEMPORARY HOUSING UNITS ("JAIL PODS")

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 21 1

Absent: 3 **Motion:** ____ Yes No

Vacant: 0 **Abstentions:** 0

2018282 AUTHORIZING USE OF PREVIOUSLY APPROVED CAPITAL FUNDS TO PAY FOR THE COST OF THE EXTENSION OF THE LEASE, PURCHASE, MAINTENANCE AND DISPOSITION OF TEMPORARY HOUSING UNITS ("JAIL PODS")

November 13, 2018

Budget, Finance, & Personnel

RESOLUTION NO. 2018283

RE: MORTGAGE TAX APPORTIONMENT PERIOD
APRIL 1, 2018 THROUGH SEPTEMBER 30, 2018

Legislators METZGER, SAGLIANO, BOLNER, MICCIO, and JETER-JACKSON offer the following and move its adoption:

RESOLVED, that the report of the County Clerk and the Commissioner of Finance of mortgage tax receipts and disbursements, for the period April 1, 2018 through September 30, 2018, and the distribution thereof among the several tax districts, be accepted and placed on file, and be it further

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

CA-184-18
CEB/kvh
G-0145
10/10/18
Fiscal Impact: NONE

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/21/2018

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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

Prepared by: Heidi Seal Prepared On: 9/26/18

Dut.pdf

OFFICE OF
COMMISSIONER OF FINANCE

MORTGAGE TAX DISTRIBUTION December 7, 2018

CITIES	AMOUNT
BEACON	$237,155.56
POUGHKEEPSIE	188,149.87
TOWNS	
AMENIA	$77,349.91
BEEKMAN	156,850.83
CLINTON	51,251.05
DOVER	87,209.96
EAST FISHKILL	692,469.19
FISHKILL	239,828.88
HYDE PARK	172,029.02
LAGRANGE	242,423.95
MILAN	34,259.88
NORTH EAST	22,401.56
PAWLING	77,135.68
PINE PLAINS	28,067.82
PLEASANT VLY	90,223.81
POUGHKEEPSIE	544,618.81
RED HOOK	81,836.88
RHINEBECK	177,006.21
STANFORD	59,138.60
UNIONVALE	79,060.85
WAPPINGER	285,767.60
WASHINGTON	70,729.95
VILLAGES	
FISHKILL	16,307.97
MILLBROOK	7,020.07
MILLERTON	1,888.38
PAWLING	6,428.80
RED HOOK	8,006.30
RHINEBECK	30,595.14
TIVOLI	4,902.92
WAPPINGER FALLS	23,683.02
TOTAL	$3,793,798.47

Heidi S

COMMISSIONER OF FINANCE

Budget, Finance, and Personnel Committee Roll Call

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

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

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

Vacant: 0 **Abstentions:** 0

2018283 MORTGAGE TAX APPORTIONMENT PERIOD APRIL 1, 2018 THROUGH SEPTEMBER 30, 2018

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018283 MORTGAGE TAX APPORTIONMENT PERIOD APRIL 1, 2018 THROUGH SEPTEMBER 30, 2018

November 13, 2018

Budget, Finance, and Personnel

RESOLUTION NO. 2018284

RE: RECEIPT OF TENTATIVE BUDGET FOR 2019 AND SETTING PUBLIC HEARING

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

WHEREAS, the County Executive as Chief Budgetary Officer of the County of Dutchess has submitted the Tentative Budget for the County for 2019, and

WHEREAS, copies of said Tentative Budget have been prepared as required by law and furnished to members of the Legislature, now, therefore, be it

RESOLVED, that a Public Hearing thereon, as provided by statute, be held before this Legislature at 7:00 pm on the 3RD of December 2018 in the Legislative Chambers, 22 Market Street, 6th Floor, Poughkeepsie, New York, and, be it further

RESOLVED, that the Clerk of the Legislature shall cause notice of said Public Hearing in substantially the following form to be published in the two official newspapers at least five days prior to the date specified for said Public Hearing.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Legislature of Dutchess County will meet on the 3rd day of December at 7:00 pm, in the Legislative Chambers, 22 Market Street, 6th Floor, Poughkeepsie, New York for the purpose of holding a Public Hearing on the Tentative Budget of said county for the fiscal year beginning January 1, 2019, and on the Capital Improvement Program of said county for the years 2019 through 20223

FURTHER NOTICE is hereby given that copies of said Tentative Budget and Capital Improvement Program are available at the Office of the Budget Director, Sixth Floor, County Office Building, Poughkeepsie, where they may be inspected or procured by interested persons during regular business hours. Pursuant to Section 359 of the County Law, the maximum salaries that may be fixed and payable during said fiscal year to the members of the Legislature and to the Chairman thereof respectively are hereby specified:

MEMBER, COUNTY LEGISLATURE, 20 MEMBERS	$15,450
MAJORITY/MINORITY ASSISTANT LEADER, COUNTY LEGISLATURE	$19,570
MAJORITY/MINORITY LEADER, COUNTY LEGISLATURE	$23,691
CHAIRMAN, COUNTY LEGISLATURE	$27,811

APPROVED

CAROLYN MORRIS
CLERK
DUTCHESS COUNTY LEGISLATURE

MARCUS J. MOLINARO
COUNTY EXECUTIVE

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

Date 11/21/2018

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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

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

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018284 RECEIPT OF TENTATIVE BUDGET FOR 2019 AND SETTING PUBLIC HEARING

November 8, 2018

Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
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District 1 - Town of Poughkeepsie	Llaverias	absent	
District 3 - Town of LaGrange	Borchert		
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District 12 - Town of East Fishkill	Metzger		
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District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 21 - Town of East Fishkill	Horton	absent	
District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present: 22 **Resolution:** ✓ **Total :** 22 Yes 6 No

Absent: 3 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018284 RECEIPT OF TENTATIVE BUDGET FOR 2019 AND SETTING PUBLIC HEARING

November 13, 2018

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2018285

BOND RESOLUTION DATED NOVEMBER 13, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ADDITIONAL $2,525,000 BONDS OF THE COUNTY OF DUTCHESS, NEW YORK TO PAY PART OF THE COUNTY'S SHARE OF THE COST OF THE CONSTRUCTION OF AN EDUCATIONAL FACILITY FOR THE DUTCHESS COUNTY COMMUNITY COLLEGE ON DUTCHESS COUNTY AIRPORT PROPERTY.

WHEREAS, the County of Dutchess owns the Dutchess County Airport located in the Town of Wappinger, and

WHEREAS, Dutchess Community College offers degree programs of study in Aviation Science: Pilot and Aviation Management, and

WHEREAS, Dutchess Community College wishes to expand and house its aviation programs at the Dutchess County Airport, and

WHEREAS, Dutchess County and Dutchess Community College wish to construct a new educational facility at the Dutchess County Airport which would provide space for classrooms, support spaces, an instructional hangar and an experiential hangar, and

WHEREAS, Dutchess Community College has heretofore submitted a funding request for this capital project, known as Aviation Maintenance and Education Center, to the State University of New York Office for Capital Facilities, and

WHEREAS, the Board of Trustees for Dutchess Community College adopted Resolution No. 2017-01 on September 27, 2016 and Resolution 2017-14 on October 25, 2016, authorizing and approving the Aviation Maintenance and Education Center with an estimated cost of $ 8,089,000.00 and the State's share of $ 4,044,500.00 and the Sponsor's share of $ 4,044,500.00, and

WHEREAS, the Board of Trustees for Dutchess Community College adopted a resolution on October 23, 2018, authorizing and approving the Aviation Maintenance and Education Center with a revised estimated cost of $13,089,000, and the State's share of $6,544,500, and the Sponsor's share of $6,544,500; and

WHEREAS, the Aviation Maintenance and Education Center will enhance the Dutchess Community College's aviation programs at the Dutchess County Airport; and

WHEREAS, the County of Dutchess fully supports the Dutchess Community College's capital project entitled Aviation Maintenance and Education Center; and

WHEREAS, the County of Dutchess had committed to financially support the sponsor share of 50% of the project, Aviation Maintenance and Education Center by prior authorization for bonds in the sum of $1,812,445 (including bond issuance costs) and a transfer of $2,250,000 from the General Contingency to the EA Capital Budget line by Resolution No. 2016271 dated December 8, 2016; and

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

WHEREAS, all other conditions precedent to the financing of the capital project hereinafter described have been performed; and

WHEREAS, it has now been determined that the maximum estimated cost of such specific object or purpose, being the County as Sponsor's share, not including the State share, is

$13,131,945 (including bond issuance costs), with the County share being $6,587,445, an increase of $2,525,000 over the $4,062,445 previously authorized; and

WHEREAS, it is now desired to authorize the issuance of an additional $2,525,000 bonds of said County for such specific object or purpose; NOW, THEREFORE,

BE IT 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 cost of the construction of an educational facility for the Dutchess County Community College on Dutchess County Airport property, in and for the County of Dutchess, New York, being the proposed Aviation Maintenance and Education Center, including original furnishings, equipment machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, is hereby authorized at a revised maximum estimated cost of $13,131,945.

Section 2. It is hereby determined that the plan for the financing of the maximum estimated cost of the aforesaid specific object or purpose is as follows:

a) by the issuance of the $1,812,445 bonds of said County authorized to be issued pursuant to a bond resolution dated and duly adopted December 8, 2016 as described in the preambles hereof;

b) by the expenditure of $2,250,000 current available monies of the County, which monies of said County have been heretofore authorized to be expended therefor;

c) by the issuance of an additional $2,525,000 bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and

d) by the application of $6,544,500 State grant-in-aid monies, which monies of said County are hereby authorized to be expended therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is 30 years, pursuant to subdivision 11(a) of paragraph a of Section 11.00 of the Local Finance Law, calculated from the date of issuance of the first serial bonds/bond anticipation notes for said specific object or purpose, being March 15, 2018.

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

CA-181-18
G-0145
10/09/18

CERTIFICATION FORM

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

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

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on November 13, 2018, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 22 ayes and 0 noes, with 3 members being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on November 21, 2018, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

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

Newspaper and/or other news media	Date given
Southern Dutchess News	November 9, 2018
Poughkeepsie Journal	November 9, 2018

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

Designated Location(s) of posted notice	Date of Posting
22 Market Street, 6th Floor, County Office Building Poughkeepsie, NY 12601	November 9, 2018

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 14th day of November 2018.

Carolyn Morris

Clerk, County Legislature

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/21/2018

LEGAL NOTICE

The following entitled bond resolution, a summary of which is published herewith, has been adopted on November 13, 2018, 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,
November 14, 2018.

Carolyn Morris
Clerk, County Legislature

RESOLUTION NO. 2018285

BOND RESOLUTION DATED NOVEMBER 13, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ADDITIONAL $2,525,000 BONDS OF THE COUNTY OF DUTCHESS, NEW YORK TO PAY PART OF THE COUNTY'S SHARE OF THE COST OF THE CONSTRUCTION OF AN EDUCATIONAL FACILITY FOR THE DUTCHESS COUNTY COMMUNITY COLLEGE ON DUTCHESS COUNTY AIRPORT PROPERTY.

Specific object or purpose:	Construction of an educational facility for the Dutchess County Community College on Dutchess County Airport property (County share)
Period of probable usefulness:	30 years
Revised maximum estimated cost:	$13,131,945
Bonds previously authorized:	$1,812,445 bonds
Additional amount of bonds to be issued:	$2,525,000 bonds
Aggregate amount of obligations to be issued:	$4,337,445
Other County monies previously authorized:	$2,250,000 available current funds
Other monies:	$6,544,500 State grants
SEQRA status:	Unlisted Action. Negative Declaration. SEQRA compliance documentation on file in the office of the Clerk of the County Legislature where it may be inspected during regular office hours.

Amend EA0501 - DCC Airport Educational Facility

APPROPRIATIONS

Increase

EA0501.5610.3100	Building - Construction	$5,000,000
EA0501.5610.3900	Bond Issue Costs	$25,000
		$5,025,000

REVENUES

Increase

EA0501.5610.57100	Serial Bonds	$2,525,000
EA0501.5610.35890.00	Other Transportation Capital Projects	$2,500,000
		$5,025,000

Airport / DCC Educational Building

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	$2,525,000	$84,167	$95,193	$179,359
2	2,440,833	84,167	92,019	176,186
3	2,356,667	84,167	88,846	173,013
4	2,272,500	84,167	85,673	169,840
5	2,188,333	84,167	82,500	166,667
6	2,104,167	84,167	79,327	163,494
7	2,020,000	84,167	76,154	160,321
8	1,935,833	84,167	72,981	157,148
9	1,851,667	84,167	69,808	153,975
10	1,767,500	84,167	66,635	150,801
11	1,683,333	84,167	63,462	147,628
12	1,599,167	84,167	60,289	144,455
13	1,515,000	84,167	57,116	141,282
14	1,430,833	84,167	53,942	138,109
15	1,346,667	84,167	50,769	134,936
16	1,262,500	84,167	47,596	131,763
17	1,178,333	84,167	44,423	128,590
18	1,094,167	84,167	41,250	125,417
19	1,010,000	84,167	38,077	122,244
20	925,833	84,167	34,904	119,071
21	841,667	84,167	31,731	115,898
22	757,500	84,167	28,558	112,724
23	673,333	84,167	25,385	109,551
24	589,167	84,167	22,212	106,378
25	505,000	84,167	19,039	103,205
26	420,833	84,167	15,865	100,032
27	336,667	84,167	12,692	96,859
28	252,500	84,167	9,519	93,686
29	168,333	84,167	6,346	90,513
30	84,167	84,167	3,173	87,340
TOTAL		$2,525,000	$1,475,484	$4,000,484
AVG. PER YEAR		$84,167	$49,183	$133,349

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL		$2,525,000	
ANTICIPATED INTEREST RATE			3.77%
TERM	30 YEARS	ANTICIPATED FEES:	$25,000
ANTICIPATED ANNUAL COST (PRIN + INT):			$133,349
TOTAL PAYBACK (ANNUAL COST x TERMS):			$4,000,484

PREPARED BY HEIDI SEELBACH

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF PUBLIC WORKS

TO: W.F.X. O'Neil, Deputy County Executive

FROM: Robert H. Balkind, P.E., Commissioner (RB)

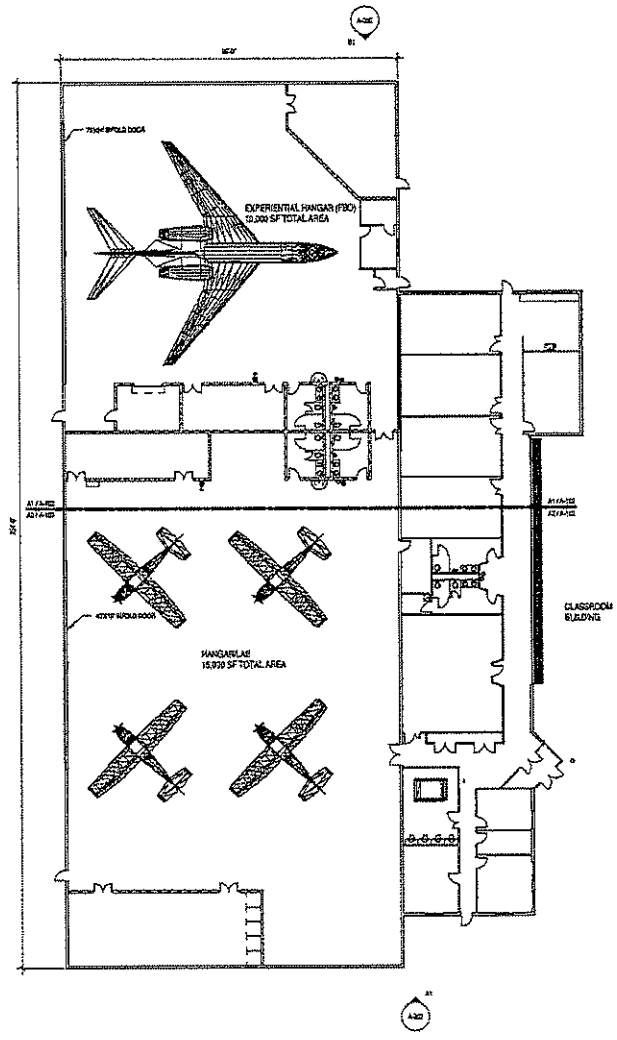
DATE: October 4, 2018

SUBJECT: RESOLUTION REQUEST – SUPPLEMENTAL FUNDING FOR THE DUTCHESS COMMUNITY COLLEGE EDUCATIONAL HANGER AT HUDSON VALLEY REGIONAL AIRPORT

In December 2016 the Dutchess County Legislature authorized the cost of design and construction of a new educational and experiential classroom and hanger building at Hudson Valley Regional Airport (Resolution no. 2016271.) The classroom and educational hanger are going to be operated by Dutchess Community College in order to expand their educational offerings within their Aviation Program. This new facility is being designed to provide an FAA approved airframe and power plant certificate program. There is a recognized industry shortage of qualified technicians to maintain and repair aircraft, and this program is designed to develop the skills needed for graduates to enter the workforce locally to meet the demand for trained technicians. Resolution no. 2016271 appropriated $4M of County funds, matched with $4M of SUNY funds to design and build the new educational facility. A total of $8.089M was appropriated for Capital Project EA0501.

The County employed an architectural firm (C&S Engineers and Architects) and a construction manager firm (Colliers International) to develop plans and specifications for the new facility. Working closely with DPW and DCC staff, the new facility is being designed to accommodate the necessary number of students, training and educational materials, and staff to operate a financially sustainable educational program. In early 2018 the building plans and specifications were reviewed for construction cost, and it was determined that the estimated cost of the building project, including educational materials and equipment, and design and construction management costs was approximately $13.0M.

The Department is seeking to amend Capital Project EA0501 by increasing the appropriations by an additional $5.0M to complete the project. $2.50M is being sought from SUNY's Capital program, along with $2.50M in bond funding. The updated plans and estimate are provided for your consideration.



A2 FIRST FLOOR PLAN

C&S COMPANIES
C&S Architects, Engineers & Landscape Architect, PLLC
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9657
www.cscos.com

PRELIMINARY NOT FOR CONSTRUCTION

DUTCHESS COMMUNITY COLLEGE

AIRPORT EDUCATION BUILDING
DUTCHESS COMMUNITY COLLEGE
263 NEW HACKENSACK ROAD
WAPPINGERS FALLS, NY 12590

MARK	DATE	DESCRIPTION
		REVISIONS

PROJECT NO. 063A02061
DATE. MAY 07, 2018
DRAWN BY. M.E. BARNES
DESIGNED BY. -
CHECKED BY. -

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

OVERALL FIRST FLOOR PLAN

A-101

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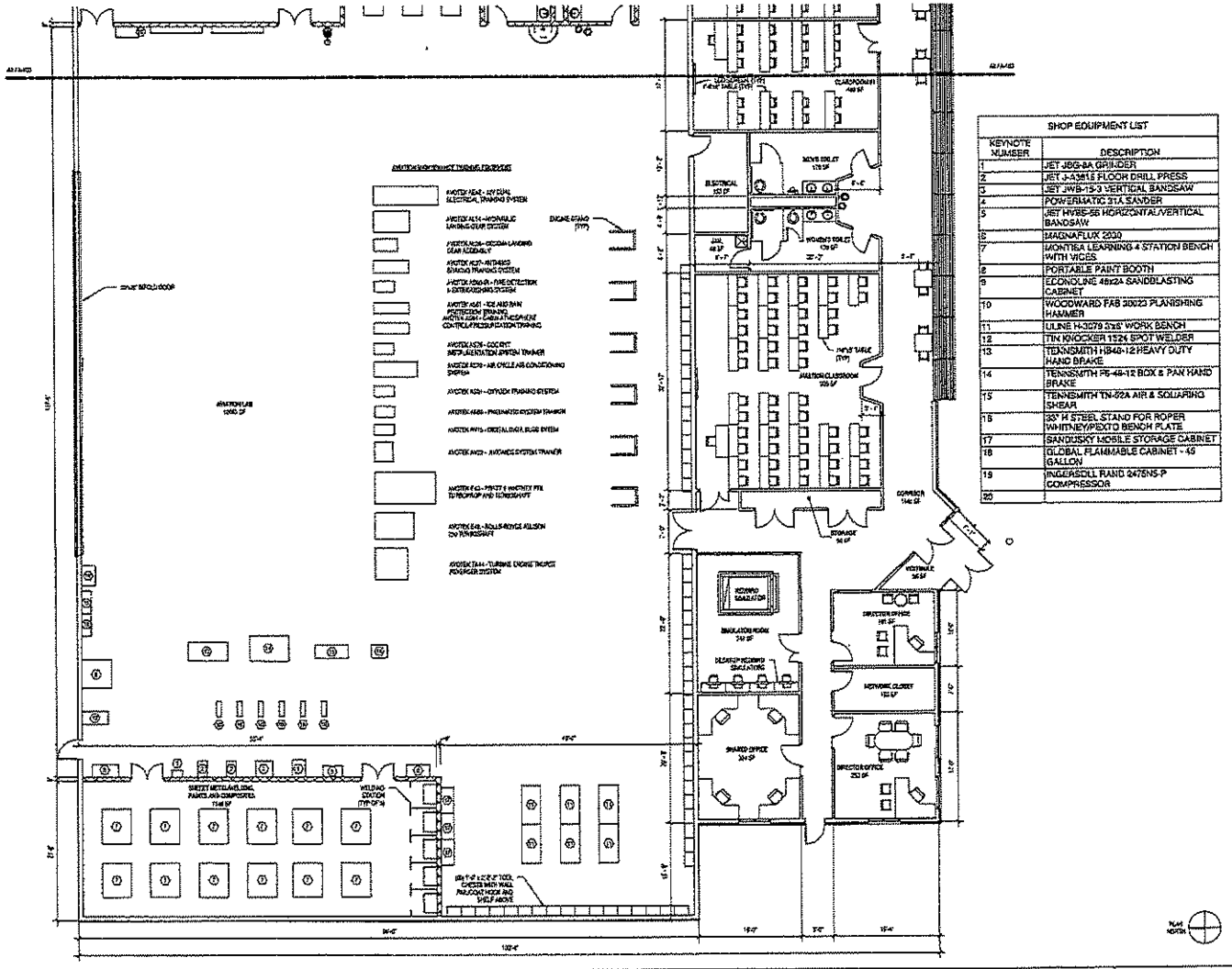


SHOP EQUIPMENT LIST	
KEYNOTE NUMBER	DESCRIPTION
1	JET JBG-8A GRINDER
2	JET J-A3815 FLOOR DRILL PRESS
3	JET JWB-15-3 VERTICAL BANDSAW
4	POWERMATIC 31A SANDER
5	JET HVBS-56 HORIZONTAL/VERTICAL BANDSAW
6	MAGNAFLUX 2200
7	MONTISA LEARNING 4 STATION BENCH WITH VICES
8	PORTABLE PAINT BOOTH
9	ECONOLINE 48x24 SANDBLASTING CABINET
10	WOODWARD FAB 20023 PLANISHING HAMMER
11	ULINE H-3279 3x6' WORK BENCH
12	TIN KNOCKER 1524 SPOT WELDER
13	TENNSMITH HB40-12 HEAVY DUTY HAND BRAKE
14	TENNSMITH PB-48-12 BOX & PAN HAND BRAKE
15	TENNSMITH TN-22A AIR & SQUARING SHEAR
16	33" H STEEL STAND FOR ROPER WHITNEY/RECO BENCH PLATE
17	SANDUSKY MOBILE STORAGE CABINET
18	GLOBAL FLAMMABLE CABINET - 45 GALLON
19	INGERSOLL RAND 2475NS-P COMPRESSOR
20	

A1 EDUCATION BUILDING FLOOR PLAN
SCALE: 1/8" = 1'-0"

C&S COMPANIES
C&S Architects, Engineers & Landscape Architect, PLLC
499 Col. Eilson Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9697
www.cscos.com

PRELIMINARY NOT FOR CONSTRUCTION

DUTCHESS COMMUNITY COLLEGE

AIRPORT EDUCATION BUILDING
DUTCHESS COMMUNITY COLLEGE
263 NEW HACKENSACK ROAD
WAPPINGERS FALLS, NY 12590

MARK	DATE	DESCRIPTION

REVISIONS

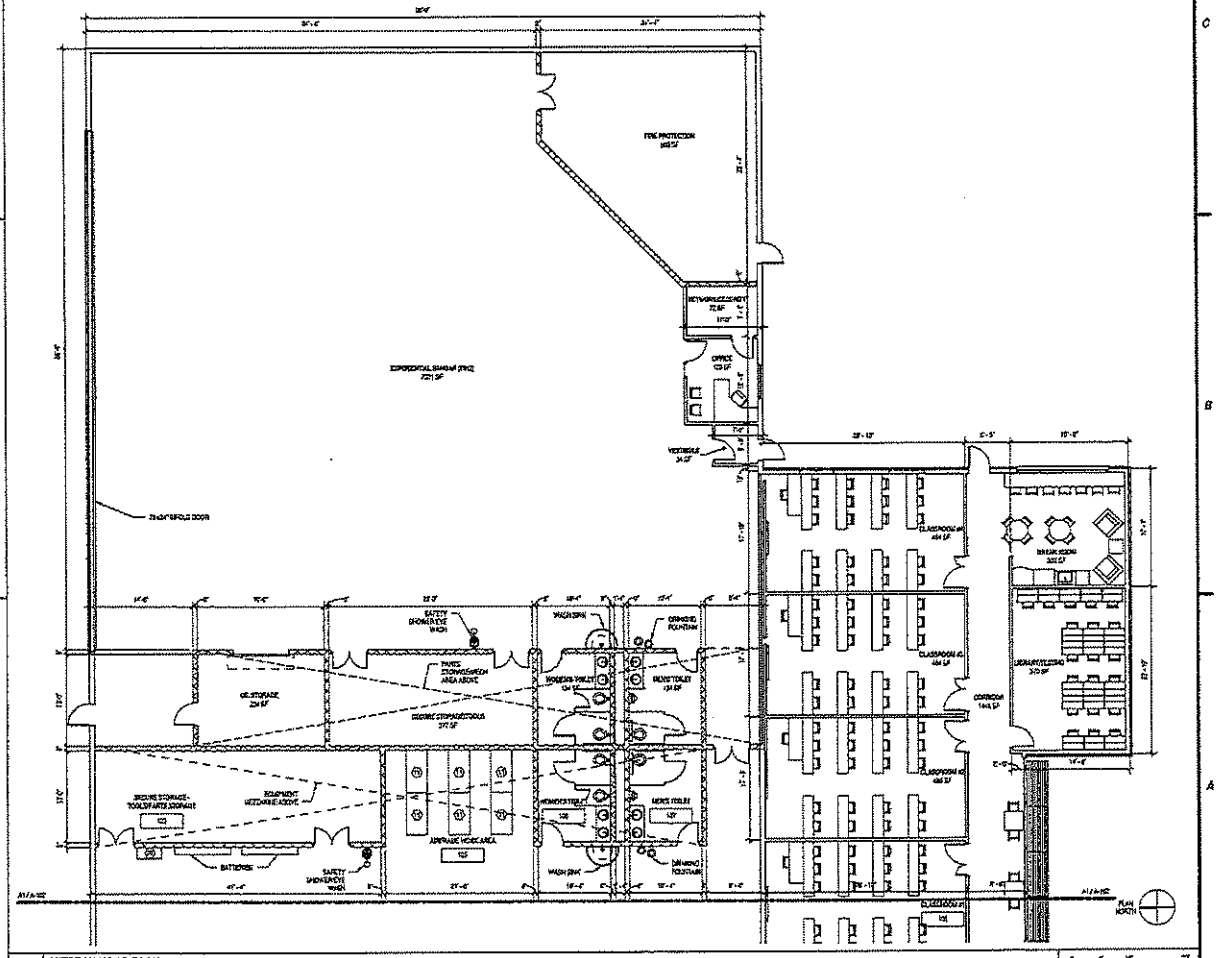
PROJECT NO: DCC 002.001
DATE: MAY 07, 2015
DRAWN BY: M.E. BARNES
DESIGNED BY: -
CHECKED BY: -

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

EDUCATION BUILDING FIRST FLOOR PLAN

A-102

Copyright



A2 WEST HANGAR PLAN

SCALE: 1/8" = 1'-0"

C&S COMPANIES

C&S Architects, Engineers & Landscape Architect, PLLC
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2602
Fax: 315-455-8667
www.cscos.com

PRELIMINARY
NOT FOR CONSTRUCTION

DUTCHESS COMMUNITY COLLEGE

AIRPORT EDUCATION BUILDING
DUTCHESS COMMUNITY COLLEGE
263 NEW HACKENSACK ROAD
WAPPINGERS FALLS, NY 12590

MARK	DATE	DESCRIPTION
		REVISIONS

PROJECT NO: CR1.002.001
DATE: MAY 07, 2019
DRAWN BY: M.E. BARNES
VISCONED BY: -
CHECKED BY: -

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW

HANGAR FIRST FLOOR PLAN

A-103

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DCC - Educational Hangar Building
SD (2)2 Estimate Analysis
June 6, 2018

$(000) except $/GSF	A Proposed Project Budget 10/27/17	B Collier's Probable Cost 1/22/18	C Independent Estimate 2/23/18	D C&S Cost Estimate 5/18/18	E Collier's Probable Cost 6/6/18
nstruction GSF	31,632	31,676	35,840	32,000	31,802
Building Construction Current$/GSF	$ 200.30	$ 214.20	$ 208.97	$ 163.86	$ 220.94
Total Construction Current $/GSF	$ 200.30	$ 305.04	$ 277.96	$ 304.09	$ 315.78
I. Building Construction (to 5' beyond perimeter)					
A. Renovation					
2 Interior Demo & Building Sitework			$ 76.7		$ 68.1
a. Selective Demo					
3 Concrete		760.2	901.6		800.1
4 Masonry		52.4	245.8		218.2
5 Metals		1,488.8	366.4	1,424.4	325.0
6 Woods & Plastics		232.8	66.9		59.5
a. Casework					
b. Standing & Running Trim					
c. Rough Carpentry					
d. Other					
7 Thermal & Moisture Protection		1,583.8		1,302.6	604.8
a. Waterproofing & Damp proofing & Caulking			41.9		
b. Insulation			175.6		
c. Fire stopping					
d. Foundation Waterproofing			n/a		n/a
e. Roofs & Accessories			426.0		
f. Exterior Siding & Trim			670.1		598.6
g. Other			42.2		
8 Doors & Windows					
a. Doors, Frames, Hardware		84.8	428.0		398.8
- Security Hardware		12.0	incl.		12.0
b. Windows		42.4	incl.		incl.
c. Translucent Panels		231.2	166.0		181.9
d. Storefront		44.7	37.3		140.0
e. Interior Glazing		3.0	incl.		10.8
f. Other					
9 Finishes					
a. Painting		126.7	155.3		137.7
b. ACT		11.9	9.5		8.3
c. GWB		19.9	119.5		105.9
d. Flooring					
- Resilient		27.2	2.1		1.9
- Tile		15.0	51.6		45.8
- Concrete Treads					
- Carpet		4.0	5.8		5.1
e. Wall Tile		incl.	incl.		incl.
f. Other					
10 Specialties			60.8		
a. Toilet Partitions		9.1			54.1
b. Toilet Accessories		1.2			
c. Fire Extinguishers		2.5			
d. Marker & Tack boards		15.0			
e. Interior Signage		6.0			
f. Building Exterior Signage		9.0			
g. Roof Screens					
h. Lockers					
i. Other					
11 Equipment					
a. Projection Screens					
b. AV Equipment		35.0			35.0
c. Residential Appliances		2.4			2.4
d. Kitchen Equipment					
e. Other					
12 Furnishing			7.2		6.4
a. Window Treatments		1.5			
b. Mats					
c. Louvers					
d. Bleachers					
e. Other					
13 Special Construction			893.5		792.8
14 Conveying System					
21 Fire Protection		221.7	370.5	570.8	328.8
22 Plumbing		123.7	354.6	504.5	314.5
23 HVAC		791.9	995.3	812.9	883.1
a. Heat Generation					
b. Cooling Generation					
c. Controls					

DCC - Educational Hangar Building

SD (2)2 Estimate Analysis

June 6, 2018

$(000) except $/GSF	A Proposed Project Budget 10/27/17	B Collier's Probable Cost 1/22/18	C Independent Estimate 2/23/18	D C&S Cost Estimate 5/18/18	E Collier's Probable Cost 6/6/18
d. Testing & Balancing, Commissioning					
e. Air Distribution					
f. Other					
26 Electrical		665.2	819.5	408.2	727.0
a. Service & Distribution					
b. Lighting Fixtures					
c. Lighting & Branch Wiring					
d. Fire Alarm				43.2	
e. Communications & Low Voltage		80.0		82.3	80.0
f. Master Clock/PA					
g. Security & CCTV		80.0		94.6	80.0
h. Motor Circuits					
i. Lightning Protection					
j. Temp Power & Permits					
k. Other					
Total Building Construction	6,335.8	6,785.1	7,489.5	5,243.4	7,026.5
II. Related Construction					
A. Sitework (beyond 5' of building)				1,100.0	
1 Site Prep.	incl.	70.0			70.0
2 Drives, Paths & Plazas	incl.	25.0			50.0
3 Parking	incl.	80.0			80.0
4 Site Improvements	incl.	50.0			75.0
5 Landscape & Planting	incl.	35.0			45.0
6 Building Demo	incl.	n/a			n/a
B. Site Utility Systems (beyond 5' of building)			1,100.0		
1 Water & Fire Protection	incl.	220.0			220.0
2 Sanitary Sewer	incl.	80.0			80.0
3 Storm Sewer	incl.	75.0			75.0
4 Electric	incl.	80.0			80.0
5 Data & Communications	incl.	50.0			50.0
6 Site Lighting	incl.	75.0			75.0
7 Fuel (Gas, Steam, Oil)	incl.	35.0			35.0
8 Chilled Water	incl.	n/a	n/a		n/a
C. Hazardous Materials	not incl.	not incl.	not incl.		not incl.
Total Related Construction	0.0	875.0	1,100.0	1,100.0	935.0
Total Construction before Markups	6,335.8	7,660.1	8,589.5	6,343.4	7,961.5
D. General Conditions					
1 General Requirements	incl.	810.4	524.3	1,484.4	842.3
2 Overhead & Profit	incl.	423.5	400.7	951.5	440.2
E. Design & Pricing Contingency	incl.	622.6	258.1	951.5	647.1
F. Permits	n/a	n/a	n/a	n/a	n/a
G. Performance Bond		53.6	189.3		55.7
H. Insurance		92.1	incl.		95.7
Total Markups	0.0	2,002.3	1,372.4	3,387.4	2,081.1
Construction before Inflation	6,335.8	9,662.4	9,961.9	9,730.8	10,042.6
III. Escalation	incl.	193.2	354.5	not incl.	200.9
Total Project 2018 Construction	$ 6,335.8	$ 9,855.7	$ 10,316.4	$ 9,730.8	$ 10,243.4
	0.0%	*26.1%*	*16.0%*	*53.4%*	*26.1%*
IV. Furniture, Fixtures & Equipment (FF&E)					
A. Loose Furnishings	incl.	400.0	400.0	not incl.	400.0
B. Program Related Equipment	incl.	not incl.	not incl.	126.6	not incl.
C. Technology Equipment	incl.	80.0	80.0	369.6	80.0
D. Audio/Visual Equipment		35.0	35.0	incl. above.	35.0
E. Security (Door Control & Cameras)		80.0	80.0	incl. above.	80.0
F. Specialty Signage	incl.	15.0	15.0	incl. above.	15.0
Total FF & E	By Owner	$ 610.0	$ 610.0	$ 496.2	$ 610.0
V. Fees and Expenses					
A. Fees	1,053.2	1,140.8	1,140.8	1,053.0	1,140.8
B. Expenses	200.0	151.5	151.5	200.0	151.5
Total Fees and Expenses	$ 1,253.2	$ 1,292.3	$ 1,292.3	$ 1,253.0	$ 1,292.3
VI. Contingency					
A. Construction	250.0	312.5	412.7	0.0	409.7
B. Owner's Project	250.0	242.9	257.9		256.1
Total Contingency	$ 500.0	$ 555.4	$ 670.6	$ -	$ 665.8
Total Project	**8,089.0**	**12,313.4**	**12,889.3**	**11,480.0**	**12,811.5**

Highlighted cost indicates the use of C&S's sitework estimate which was added to the independent estimator's pricing due to the absence of site documents at the time of estimation

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: A. Gregg Pulver, Chair of the Legislature

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

DATE: October 18, 2018

RE: REQUEST TO WAIVE RULES OF THE LEGISLATURE

Pursuant to Rule 4.5 G of the *Permanent Rules of the Dutchess County Legislature* all resolutions authorizing the bonding of expenditures of $500,000 or more shall be presented at a meeting of the relevant Committee no later than seven (7) calendar days prior to the regularly scheduled legislative committee day and copies thereof shall be placed immediately thereafter in the mailbox of each legislator located in the legislative office. The Department of Public Works is respectfully requesting that this rule be waived for the following two Resolution Requests:

- Capital Funding for Improvements and Repairs to Dutchess Stadium, Fishkill, NY
- Supplemental Funding for the Dutchess Community College Educational Hangar at the Hudson Valley Regional Airport

The Resolution Request for Capital Funding for Improvements and Repairs to Dutchess Stadium is time sensitive in that in order to have stadium seating replaced in time for the 2019 baseball season which commences on or about June 1, 2019, the requested funding needs to be approved before December 2018 so that the Department can procure consultant services and solicit bids for construction of said improvements to allow for construction completion by June 1, 2019.

The Resolution Request for Supplemental Funding for the Dutchess Community College educational hangar at the Hudson Valley Regional Airport requires the County's commitment to the requested supplemental funding before DCC can petition SUNY for the matching supplemental Capital Funds. In order for DCC to petition SUNY for said funding, DCC will need Dutchess County's commitment prior to December 2018.

For the reasons listed above, this office is requesting a waiver of the Rules of the Legislature to allow the Full Legislature to consider these two Resolution Requests at the November 13, 2018 meeting without the 7-day consideration by the relevant Legislative Committee.

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

RB/lh

626 Dutchess Turnpike, Poughkeepsie, New York 12603
(845) 486-2085 • Fax (845) 486-6554
www.dutchessny.gov

RESOLUTION NO. 2019-10 Board of Trustees, Dutchess Community College
October 23, 2018

Mr. Kupfner offers the following resolution and moves its adoption:

WHEREAS, during the development of the plans and specifications for the Aviation Maintenance and Education Center, the building plans were reviewed for construction costs, including educational materials and equipment, and design and construction management costs, and it was determined that the estimated cost of the building project is $13,089,000, and

WHEREAS, by Resolution #2017-14, the Board of Trustees approved the Aviation Maintenance and Education Center as a capital project with a total estimated cost of $8,089,000, and

WHEREAS, it is now necessary to amend capital project 08185, Aviation Maintenance and Education Center, to increase the project budget by an additional $5,000,000, and

WHEREAS, upon approval by the SUNY Board of Trustees, this additional funding for the project will be submitted for inclusion in the State Budget as a new capital appropriation in the 2019-2020 budget cycle, and

WHEREAS, the State funds would cover the state share of 50% of this additional funding for the project, and

WHEREAS, the sponsor share of this additional funding for the capital project ($2,500,000) would be bonded in accordance with SUNY funding policy and procedures for capital projects, now, therefore, be it

RESOLVED, that the additional funding for the following capital project as revised is hereby authorized and approved in the amounts indicated below:

Project Number	Project Name	Estimated Total Cost	State's Share (Appropriation)	Sponsor's Share
08185	Aviation Maintenance & Education Center Project – Additional Funding	$5,000,000	$2,500,000	$2,500,000

and, be it

FURTHER RESOLVED, that this resolution be forwarded to the Dutchess County Legislature for its consideration.

* * * * *

Seconded by Mr. Massie

Resolution adopted unanimously

On motion by Majority Leader Legislator Sagliano, duly seconded by Assistant Majority Leader Bolner, discussion on Resolution No. 2018285 proceeded as follows:

Legislator Tyner made a motion to amend Section 1 of the resolution as follows:

Section 1. The cost of the construction of an educational facility for the Dutchess County Community College on Dutchess County Airport property, in and for the County of Dutchess, New York, being the proposed Aviation Maintenance and Education Center, including original furnishings, equipment machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, is hereby authorized at a revised maximum estimated cost of $13,131,945, **as no Dutchess County contracts for this project are given to firms who have donated to a county official.**

The foregoing motion failed due to a lack of a second.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	22	Pulver, Roman, Sagliano, Black, Munn, Surman, Borchert, Edwards, Truitt, Brendli, Jeter-Jackson, Johnson, Tyner, Metzger, Miccio, Bolner, Incoronato, Zernike, Page, Garito, Thomes, Houston
NAYS:	0	
ABSENT:	3	Horton, Amparo, Llaverias

Resolution adopted.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 8 - City and Town of Poughkeepsie	Brendli		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 24 - Towns of Dover and Union Vale	Surman		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018285 A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ADDITIONAL $2,525,000 BONDS OF THE COUNTY OF DUTCHESS, NEW YORK TO PAY PART OF THE COUNTY'S SHARE OF THE COST OF THE CONSTRUCTION OF AN EDUCATIONAL FACILITY FOR THE DUTCHESS COUNTY COMMUNITY COLLEGE ON DUTCHESS COUNTY AIRPORT PROPERTY

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0
Absent: 3 **Motion:** ____ Yes No
Vacant: 0 **Abstentions:** 0

2018285 A RESOLUTION AUTHORIZING THE ISSUANCE OF AN ADDITIONAL $2,525,000 BONDS OF THE COUNTY OF DUTCHESS, NEW YORK TO PAY PART OF THE COUNTY'S SHARE OF THE COST OF THE CONSTRUCTION OF AN EDUCATIONAL FACILITY FOR THE DUTCHESS COUNTY COMMUNITY COLLEGE ON DUTCHESS COUNTY AIRPORT PROPERTY

November 13, 2018

Public Works & Capital Projects

RESOLUTION NO. 2018286

RE: DECLARING DUTCHESS COUNTY AS LEAD AGENCY FOR DUTCHESS STADIUM IMPROVEMENTS

Legislators MICCIO, PULVER, and THOMAS offer the following and move its adoption:

WHEREAS, the Dutchess County Department of Public Works is proposing certain capital improvements to Dutchess Stadium located at 1500 Route 9D, Fishkill, New York, consisting of repairing the concrete stadium seating area, replacing all of the stadium seating, and improving the parking lot, and

WHEREAS, these improvements are necessary due to the age of the stadium which is approaching twenty-five (25) years, and

WHEREAS, the Dutchess County Department of Public Works has identified the above improvements as an Unlisted Action pursuant to SEQRA (6 NYCRR 617.6) and has circulated Part 1 of the Full Environmental Assessment Form, which is attached hereto, to other involved and interested agencies, declaring its intent to declare itself lead agency for a coordinated review of the action which is attached hereto, and

WHEREAS, no other involved agency has expressed an interest in being lead agency for the action, now, therefore, be it

RESOLVED, that Dutchess County hereby declares itself to be Lead Agency for the coordinated review of the above referenced Project pursuant to SEQRA (6 NYCRR 617.6).

CA-192-18
AMS/kvh/
G-1068-L
10/15/18
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11-21-2018

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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: W.F.X. O'Neil, Deputy County Executive

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

DATE: October 9, 2018

SUBJECT: RESOLUTION REQUEST – SEQR LEAD AGENCY STATUS FOR DUTCHESS STADIUM IMPROVEMENTS

The Department of Public Works is seeking to undertake capital improvements at Dutchess Stadium, 1500 Route 9D, Fishkill, New York. Improvements include repairing the concrete stadium seating area, replacing all of the stadium seating, and improving the parking lot. The stadium was built between January and June 1994, and holds 4500 spectators. The stadium is approaching 25 years old, and there have been no major rehabilitation or upgrade projects undertaken since its original construction, with the exception of a playing field replacement project in 2014.

The improvements are described within the attached SEQR Full Environmental Assessment Form (FEAF) Part 1. Dutchess County has determined this project to be an Unlisted Action, and will undertake a coordinated SEQR review. The County is uniquely positioned to be the best candidate to act as SEQR Lead Agency to review potential environmental impacts associated with the proposed capital improvements and therefore the Department of Public Works is seeking Legislative authority to declare the County SEQR Lead Agency for the proposed capital improvement project.

The County has circulated documents to declare its intent to serve as SEQR Lead Agency to all interested and involved agencies. The requisite 30-day circulation period has concluded and no other agency has contested Dutchess County's intent to serve as SEQR Lead Agency.

626 Dutchess Turnpike, Poughkeepsie, New York
12603 www.dutchessny.gov

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 0

Total Current Year Revenue $ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

The improvements are described within the attached SEQR Full Environmental Assessment Form (FEAF) Part 1. Dutchess County has determined this project to be an Unlisted Action, and will undertake a coordinated SEQR review. The County is uniquely positioned to be the best candidate to act as SEQR Lead Agency to review potential environmental impacts associated with the proposed capital improvements and therefore the Department of Public Works is seeking Legislative authority to declare the County SEQR Lead Agency for the proposed capital improvement project. The County has circulated documents to declare its intent to serve as SEQR Lead Agency to all interested and and involved agencies. The requisite 30-day circulation period has concluded and no other agency has contested Dutchess County's intent to serve as SEQR Lead Agency.

Prepared by: R. Balkind, P.E. RB Prepared On: 10/9/18

Improvements and Repairs to Dutchess Stadium

1500 Route 9D, Fishkill, NY 12590

Tax Parcel No. 133089-6055-01-182629-0000

Full Environmental Assessment Form – Section F: Project Description

Proposed improvements include repairing the concrete stadium seating area, replacing all of the stadium seating, and improving the parking lot. The stadium was built between January and June 1994, and holds 4500 spectators. The stadium is approaching 25 years old, and there have been no major rehabilitation or upgrade projects undertaken since its original construction, with the exception of a playing field replacement project in 2014.

The concrete seating area has deteriorated over the years and now water is penetrating the structure, causing spalling, cracking and allowing water to leak through the structure into the areas below the structure (bathrooms, storage areas, mechanical rooms, etc.) The seats are original to the construction in 1994 and are beyond their useful life. Many seats are broken and pose a safety hazard to spectators. Some seats have been removed or are no longer in service due to their condition. Stadium seats typically last 15-20 years, and the seats at Dutchess Stadium have been in use for 25 years. Since the seats need to be removed to repair the concrete seating structure, it makes sense to replace the seats within this project.

The 7 acre parking lot surrounding the stadium is a mix of paved asphalt, compacted gravel, and recycled asphalt milling surfaces. There is poor drainage and the surfaces are difficult to traverse for visitors with mobility challenges. The gravel and recycled asphalt surfaces require regular maintenance which costs the County additional labor and equipment expenses. There is currently very little lighting throughout the parking lots so visitors exiting the stadium at night must walk through a dark parking lot. The parking lots will be improved with asphalt pavement and/or oil and stone treatments, and new drainage and lighting will be added. The parking lot will be designed to increase parking spaces, improve ADA accessibility, and enhance vehicle and pedestrian safety.

Improvements and Repairs to Dutchess Stadium

1500 Route 9D, Fishkill, NY 12590

Tax Parcel No. 133089-6055-01-182629-0000

Section A: Project Location Map

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

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

A. Project and Sponsor Information.

Name of Action or Project: Capital Improvements at Dutchess Stadium, 1500 Route 9D, Fishkill, NY		
Project Location (describe, and attach a general location map): Dutchess Stadium, 1500 Route 9D, Fishkill, NY, 12590, Tax Parcel No. 133089006055000118262900 00		
Brief Description of Proposed Action (include purpose or need): The concrete seating area has deteriorated over the years and now water is penetrating the structure, causing spalling, cracking and allowing water to leak through the structure into the areas below the structure (bathrooms, storage areas, mechanical rooms, etc.) The seats are original to the construction in 1994 and are beyond their useful life. Many seats are broken and pose a safety hazard to spectators. Some seats have been removed or are no longer in service due to their condition. Stadium seats typically last 15-20 years, and the seats at Dutchess Stadium have been in use for 25 years. Since the seats need to be removed to repair the concrete seating structure, it makes sense to replace the seats within this project. The parking lot surrounding the stadium is a mix of paved asphalt, gravel, and recycled asphalt milling surfaces. There is poor drainage and the surface is difficult to traverse for visitors with mobility challenges. The recycled asphalt and gravel surfaces require regular maintenance which costs the County additional labor and equipment expenses. There is currently minimal lighting throughout the parking lots so visitors exiting the stadium at night must walk through a dark parking lot. The parking lots will be improved with asphalt pavement and/or oil and stone treatments, and new drainage and lighting will be added. The parking lot will be designed to increase parking spaces, improve ADA accessibility, and enhance vehicle and pedestrian safety.		
Name of Applicant/Sponsor: County of Dutchess, Commissioner of Public Works	Telephone: 845-486-2085 E-Mail: rbalkind@dutchessny.gov	
Address: 626 Dutchess Turnpike		
City/PO: Poughkeepsie	State: NY	Zip Code: 12603
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Beacon Central School District	Telephone: (845) 838-6900 E-Mail:	
Address: 10 Education Drive		
City/PO: Beacon	State: NY	Zip Code: 12508

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Council, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☐Yes☑No		
c. City Council, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	Dutchess County Legislature - Funding approval	Nov 13, 2018
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	NYSDEC - Storm Water management permits	March1, 2019
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
R-40 Residential 40,000 S.F.

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

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

C.4. Existing community services.

a. In what school district is the project site located? Beacon City School District

b. What police or other public protection forces serve the project site?
Town of Fishkill Police Dept, Dutchess County sheriff's Office, NYS Police

c. Which fire protection and emergency medical services serve the project site?
Chelsea Fire District

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

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Renovation of stadium seating area and resurfacing of existing parking lot, including new storm water drainage systems. The site is a minor league baseball stadium.

b. a. Total acreage of the site of the proposed action? 8 acres
b. Total acreage to be physically disturbed? 7 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 64.75 acres

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

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

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

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

f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

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

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes ☑No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No

If Yes:

i. What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

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

If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes ☑No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

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

_____

_____

_____

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

If Yes, describe: _____

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

If Yes:

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

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

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

If Yes:

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

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

If Yes:

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

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

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

If, Yes:

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

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

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

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

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

_____

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

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. No new impervious surfaces created. Project involves re-surfacing of existing impervious parking lot. New storm water management facilities will be built to improve water quality and decrease run-off quantity.

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

on-site storm water management facilities.

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

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

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

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

If Yes:

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

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

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

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: 7am-5pm
- Saturday: 7am-5pm
- Sunday: none
- Holidays: none

ii. During Operations:

- Monday - Friday: 9am - 10pm
- Saturday: 9am - 10pm
- Sunday: 9am - 10pm
- Holidays: 9am - 10pm

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

If yes:

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

noise during construction will be typical of parkig lot re-surfacing work and construction of storm water facilities. This noise willoccur between 7am -4pm Mon-Fri.

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

Describe: _____

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

If yes:

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

existing parking lot lighting will be replaced with efficient fixtures, and some new pole-mounted lighting will be installed to comply with building code and safety standards.

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

Describe: _____

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

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

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally describe proposed storage facilities: _____

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☑ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	25.75	24.75	-1.0
• Forested	39	40	+1.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

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

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

_____

_____

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

If Yes:

i. Dimensions of the dam and impoundment:

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

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

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

If Yes:

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

- If yes, cite sources/documentation: _____

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

_____

_____

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

_____

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

If Yes:

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

_____

_____

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

If Yes:

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

☐ Yes – Spills Incidents database Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____

☑ Neither database

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

_____

_____

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

If yes, provide DEC ID number(s): _____

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

_____

_____

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 6'-10' feet

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

c. Predominant soil type(s) present on project site: n/a _____ %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: >6' feet

e. Drainage status of project site soils: ☐ Well Drained: ____% of site
☑ Moderately Well Drained: 100 % of site
☐ Poorly Drained ____% of site

f. Approximate proportion of proposed action site with slopes: ☑ 0-10%: 100 % of site
☐ 10-15%: ____% of site
☐ 15% or greater: ____% of site

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

h. Surface water features.

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

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

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

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____
suburban setting with wildlife typical of _____ _____ _____
environment _____ _____ _____

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

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

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

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

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

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

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

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

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

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

If Yes:

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

ii. Name: _____

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

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: Hudson River Valley National Heritage Area

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Designated by National Park Service/US Congress

iii. Distance between project and resource: 1.0 miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name ROBERT H. BALKIND Date 10/11/18

Signature [signature] Title Commissioner of Public Works

PRINT FORM

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 8 - City and Town of Poughkeepsie	Brendli		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 24 - Towns of Dover and Union Vale	Surman		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018286 DECLARING DUTCHESS COUNTY AS LEAD AGENCY FOR DUTCHESS STADIUM IMPROVEMENTS

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018286 DECLARING DUTCHESS COUNTY AS LEAD AGENCY FOR DUTCHESS STADIUM IMPROVEMENTS

November 13, 2018

Public Works & Capital Projects

RESOLUTION NO. 2018287

RE: ADOPTION OF FULL ENVIRONMENTAL ASSESSMENT FORM AND NEGATIVE DECLARATION OF SIGNIFICANCE FOR DUTCHESS STADIUM IMPROVEMENTS

Legislators MICCIO, PULVER, and THOMES offer the following and move its adoption:

WHEREAS, Dutchess County Department of Public Works is proposing certain capital improvements to Dutchess Stadium located at 1500 Route 9D, Fishkill, New York, consisting of repairing the concrete stadium seating area, replacing all of the stadium seating, and improving the parking lot (the "Project"), and

WHEREAS, these improvements are necessary due to the age of the stadium which is approaching twenty-five (25) years, and

WHEREAS, the Legislature has reviewed the Full Environmental Assessment Form (FEAF), a copy of which is annexed hereto, prepared by the Department of Public Works, and agrees with its conclusion that the Project shall have no significant adverse impact on the environment based on the criteria provided in 6 NYCRR 617.6, and

WHEREAS, it is the purpose of the Legislature in adopting this resolution, to adopt and confirm the findings of the Department of Public Works, and

RESOLVED, that this Legislature hereby approves and adopts the determination in the Full Environmental Assessment Form prepared by the Dutchess County Department of Public Works that the proposed above referenced Project shall have no significant adverse impact on the environment.

CA-193-17
AMS/kvh/
G-1068-L
10/15/18
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/21/2018

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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: W.F.X. O'Neil, Deputy County Executive

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

DATE: October 9, 2018

SUBJECT: RESOLUTION REQUEST – SEQR ADOPTION OF UNLISTED ACTION AND DETERMINATION OF NO SIGNIFICANT ADVERSE IMPACTS FOR DUTCHESS STADIUM IMPROVEMENTS

The Department of Public works, in conjunction with the Department of Planning and Economic Development has reviewed the project scope and the potential for environmental impacts resulting from the proposed capital improvements that the County is seeking to undertake at Dutchess Stadium, 1500 Route 9D, Fishkill, New York. Improvements include repairing the concrete stadium seating area, replacing all of the stadium seating, and improving the parking lot. The stadium was built between January and June 1994, and holds 4500 spectators. The stadium is approaching 25 years old, and there have been no major rehabilitation or upgrade projects undertaken since its original construction, with the exception of a playing field replacement project in 2014.

The improvements are described within the attached SEQR Full Environmental Assessment Form (FEAF) Parts 1, 2 and 3. Dutchess County has determined this project to be an Unlisted Action, and performed a coordinated SEQR review with interested and involved agencies. Based on the County's review the capital improvements and environmental impact potential, this project has been determined to be an Unlisted Action.

Upon reviewing the project description, and the Full Environmental Assessment Form (Parts 1, 2 and 3) the project will have no significant adverse environmental impacts. The Department of Public Works is requesting the Legislature to declare the project as an Unlisted action and to adopt the Determination of No Significant Adverse Environmental Impacts.

626 Dutchess Turnpike, Poughkeepsie, New York
12603 www.dutchessny.gov

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 0

Total Current Year Revenue $ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

The improvements are described within the attached SEQR Full Environmental Assessment Form (FEAF) Part 1, 2 and 3. Dutchess County has determined this project to be an Unlisted Action, and has undertaken a coordinated SEQR review. Upon reviewing the project description, and the Full Environmental Assessment Form (Parts 1, 2 and 3) the project will have no significant adverse environmental impacts. The Department of Public Works is requesting the Legislature to declare the project as an Unlisted action and to adopt the Determination of No Significant Adverse Environmental Impacts.

Prepared by: R. Balkind, P.E. RB Prepared On: 10/9/18

Improvements and Repairs to Dutchess Stadium

1500 Route 9D, Fishkill, NY 12590

Tax Parcel No. 133089-6055-01-182629-0000

Full Environmental Assessment Form – Section F: Project Description

Proposed improvements include repairing the concrete stadium seating area, replacing all of the stadium seating, and improving the parking lot. The stadium was built between January and June 1994, and holds 4500 spectators. The stadium is approaching 25 years old, and there have been no major rehabilitation or upgrade projects undertaken since its original construction, with the exception of a playing field replacement project in 2014.

The concrete seating area has deteriorated over the years and now water is penetrating the structure, causing spalling, cracking and allowing water to leak through the structure into the areas below the structure (bathrooms, storage areas, mechanical rooms, etc.) The seats are original to the construction in 1994 and are beyond their useful life. Many seats are broken and pose a safety hazard to spectators. Some seats have been removed or are no longer in service due to their condition. Stadium seats typically last 15-20 years, and the seats at Dutchess Stadium have been in use for 25 years. Since the seats need to be removed to repair the concrete seating structure, it makes sense to replace the seats within this project.

The 7 acre parking lot surrounding the stadium is a mix of paved asphalt, compacted gravel, and recycled asphalt milling surfaces. There is poor drainage and the surfaces are difficult to traverse for visitors with mobility challenges. The gravel and recycled asphalt surfaces require regular maintenance which costs the County additional labor and equipment expenses. There is currently very little lighting throughout the parking lots so visitors exiting the stadium at night must walk through a dark parking lot. The parking lots will be improved with asphalt pavement and/or oil and stone treatments, and new drainage and lighting will be added. The parking lot will be designed to increase parking spaces, improve ADA accessibility, and enhance vehicle and pedestrian safety.

Improvements and Repairs to Dutchess Stadium

1500 Route 9D, Fishkill, NY 12590

Tax Parcel No. 133089-6055-01-182629-0000

Section A: Project Location Map

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

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

A. Project and Sponsor Information.

Name of Action or Project: Capital Improvements at Dutchess Stadium, 1500 Route 9D, Fishkill, NY		
Project Location (describe, and attach a general location map): Dutchess Stadium, 1500 Route 9D, Fishkill, NY, 12590, Tax Parcel No. 133089006055000118262900 00		
Brief Description of Proposed Action (include purpose or need): The concrete seating area has deteriorated over the years and now water is penetrating the structure, causing spalling, cracking and allowing water to leak through the structure into the areas below the structure (bathrooms, storage areas, mechanical rooms, etc.) The seats are original to the construction in 1994 and are beyond their useful life. Many seats are broken and pose a safety hazard to spectators. Some seats have been removed or are no longer in service due to their condition. Stadium seats typically last 15-20 years, and the seats at Dutchess Stadium have been in use for 25 years. Since the seats need to be removed to repair the concrete seating structure, it makes sense to replace the seats within this project. The parking lot surrounding the stadium is a mix of paved asphalt, gravel, and recycled asphalt milling surfaces. There is poor drainage and the surface is difficult to traverse for visitors with mobility challenges. The recycled asphalt and gravel surfaces require regular maintenance which costs the County additional labor and equipment expenses. There is currently minimal lighting throughout the parking lots so visitors exiting the stadium at night must walk through a dark parking lot. The parking lots will be improved with asphalt pavement and/or oil and stone treatments, and new drainage and lighting will be added. The parking lot will be designed to increase parking spaces, improve ADA accessibility, and enhance vehicle and pedestrian safety.		
Name of Applicant/Sponsor: County of Dutchess, Commissioner of Public Works	Telephone: 845-486-2085 E-Mail: rbalkind@dutchessny.gov	
Address: 626 Dutchess Turnpike		
City/PO: Poughkeepsie	State: NY	Zip Code: 12603
Project Contact (if not same as sponsor; give name and title/role):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Beacon Central School District	Telephone: (845) 838-6900 E-Mail:	
Address: 10 Education Drive		
City/PO: Beacon	State: NY	Zip Code: 12508

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, or Village Board of Trustees ☐Yes☑No		
b. City, Town or Village Planning Board or Commission ☐Yes☑No		
c. City Council, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	Dutchess County Legislature - Funding approval	Nov 13, 2018
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	NYSDEC - Storm Water management permits	March1, 2019
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.

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

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

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

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

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

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

If Yes, identify the plan(s):

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

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
R-40 Residential 40,000 S.F.

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

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

C.4. Existing community services.

a. In what school district is the project site located? Beacon City School District

b. What police or other public protection forces serve the project site?
Town of Fishkill Police Dept, Dutchess County sheriff's Office, NYS Police

c. Which fire protection and emergency medical services serve the project site?
Chelsea Fire District

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

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Renovation of stadium seating area and resurfacing of existing parking lot, including new storm water drainage systems. The site is a minor league baseball stadium.

b. a. Total acreage of the site of the proposed action? 8 acres
b. Total acreage to be physically disturbed? 7 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 64.75 acres

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

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

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

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

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

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

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

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

D.2. Project Operations

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

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
_____
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☑No
If yes, describe. _____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☑No
ix. Summarize site reclamation goals and plan: _____

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

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

_____

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☑ No
If Yes, describe: _____

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

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

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

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

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

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

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

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

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____

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

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

If Yes:

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

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. No new impervious surfaces created. Project involves re-surfacing of existing impervious parking lot. New storm water management facilities will be built to improve water quality and decrease run-off quantity.

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

on-site storm water management facilities.

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

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

If Yes:

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

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

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

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

_____

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

If Yes:

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

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

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

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

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

_____

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

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

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

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

If Yes:

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

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

_____

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

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

i. During Construction:

- Monday - Friday: 7am-5pm
- Saturday: 7am-5pm
- Sunday: none
- Holidays: none

ii. During Operations:

- Monday - Friday: 9am - 10pm
- Saturday: 9am - 10pm
- Sunday: 9am - 10pm
- Holidays: 9am - 10pm

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

If yes:

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

noise during construction will be typical of parkig lot re-surfacing work and construction of storm water facilities. This noise willoccur between 7am -4pm Mon-Fri.

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

Describe: _____

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

If yes:

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

existing parking lot lighting will be replaced with efficient fixtures, and some new pole-mounted lighting will be installed to comply with building code and safety standards.

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

Describe: _____

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

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

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

If Yes:

i. Product(s) to be stored _____

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

iii. Generally describe proposed storage facilities: _____

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

If Yes:

i. Describe proposed treatment(s): _____

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

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

If Yes:

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

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

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

- Construction: _____
- Operation: _____

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

- Construction: _____
- Operation: _____

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

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☑ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	25.75	24.75	-1.0
• Forested	39	40	+1.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

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

i. If Yes: explain: _____

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

If Yes,

i. Identify Facilities:

_____

_____

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

If Yes:

i. Dimensions of the dam and impoundment:

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

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

_____

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

If Yes:

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

- If yes, cite sources/documentation: _____

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

_____

_____

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

_____

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

If Yes:

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

_____

_____

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

If Yes:

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

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☑ Neither database

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

_____

_____

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

If yes, provide DEC ID number(s): _____

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

_____

_____

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

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 6'-10' feet

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

c. Predominant soil type(s) present on project site: n/a _____ %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: >6' feet

e. Drainage status of project site soils: ☐ Well Drained: ____% of site
☑ Moderately Well Drained: 100 % of site
☐ Poorly Drained ____% of site

f. Approximate proportion of proposed action site with slopes: ☑ 0-10%: 100 % of site
☐ 10-15%: ____% of site
☐ 15% or greater: ____% of site

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

h. Surface water features.

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

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

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

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

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

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

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

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

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

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

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

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

If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: suburban setting with wildlife typical of environment

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

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

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

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

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

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

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

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

If Yes:

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

ii. Name: _____

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

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☑ No

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: Hudson River Valley National Heritage Area

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Designated by National Park Service/US Congress

iii. Distance between project and resource: 1.0 miles.

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

If Yes:

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

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

F. Additional Information

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

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

G. Verification

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

Applicant/Sponsor Name ROBERT H. BALKIND Date 10/11/18

Signature [signature] Title Commissioner of Public Works

PRINT FORM

Agency Use Only [If applicable]

Project:

Date:

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land
Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1)
☐ NO ☑ YES
If "Yes", answer questions a - j. If "No", move on to Section 2.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	☑	☐
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	☑	☐
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	☑	☐
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	☑	☐
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	☑	☐
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	☑	☐
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	☑	☐
h. Other impacts: _____		☐	☐

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	☐	☐
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	☐	☐
c. Other impacts: _____		☐	☐

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) ☑ NO ☐ YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	☐	☐
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	☐	☐
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	☐	☐
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	☐	☐
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	☐	☐
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	☐	☐
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	☐	☐
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	☐	☐
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	☐	☐
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	☐	☐
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	☐	☐

l. Other impacts: _____		☐	☐

4. Impact on groundwater

The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	☐	☐
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	☐	☐
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	☐	☐
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	☐	☐
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	☐	☐
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	☐	☐
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	☐	☐
h. Other impacts: _____		☐	☐

5. Impact on Flooding

The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) ☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	☐	☐
b. The proposed action may result in development within a 100 year floodplain.	E2j	☐	☐
c. The proposed action may result in development within a 500 year floodplain.	E2k	☐	☐
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	☐	☐
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	☐	☐
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	☐	☐

g. Other impacts: _____		☐	☐

6. Impacts on Air

The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D,2,h, D.2.g) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", move on to Section 7.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels:			
i. More than 1000 tons/year of carbon dioxide (CO_2)	D2g	☐	☐
ii. More than 3.5 tons/year of nitrous oxide (N_2O)	D2g	☐	☐
iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs)	D2g	☐	☐
iv. More than .045 tons/year of sulfur hexafluoride (SF_6)	D2g	☐	☐
v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions	D2g	☐	☐
vi. 43 tons/year or more of methane	D2h	☐	☐
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	☐	☐
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	☐	☐
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	☐	☐
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	☐	☐
f. Other impacts: _____		☐	☐

7. Impact on Plants and Animals

The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) ☑ NO ☐ YES

If "Yes", answer questions a - j. If "No", move on to Section 8.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	☐	☐
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	☐	☐
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	☐	☐
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	☐	☐

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	☐	☐
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	☐	☐
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	☐	☐
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	☐	☐
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	☐	☐
j. Other impacts: _____		☐	☐

8. Impact on Agricultural Resources

The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) ☑ NO ☐ YES

If "Yes", answer questions a - h. If "No", move on to Section 9.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	☐	☐
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	☐	☐
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	☐	☐
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	☐	☐
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	☐	☐
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	☐	☐
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	☐	☐
h. Other impacts: _____		☐	☐

9. Impact on Aesthetic Resources

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)

☑ NO ☐ YES

If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	☐	☐
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	☐	☐
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	 ☐ ☐	 ☐ ☐
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	 ☐ ☐	 ☐ ☐
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	☐	☐
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile ½ -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	☐	☐
g. Other impacts: _____		☐	☐

10. Impact on Historic and Archeological Resources

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)

☑ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	☐	☐
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	☐	☐
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	☐	☐

d. Other impacts: _____		☐	☐
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	☐	☐
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	☐	☐
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	☐	☐

11. Impact on Open Space and Recreation

The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan.
(See Part 1. C.2.c, E.1.c., E.2.q.)
If "Yes", answer questions a - e. If "No", go to Section 12.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	☐	☐
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	☐	☐
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	☐	☐
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	☐	☐
e. Other impacts: _____		☐	☐

12. Impact on Critical Environmental Areas

The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d)
If "Yes", answer questions a - c. If "No", go to Section 13.

☑ NO ☐ YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	☐	☐
c. Other impacts: _____		☐	☐

13. Impact on Transportation

The proposed action may result in a change to existing transportation systems. (See Part 1. D.2.j) ☑ NO ☐ YES

If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	☐	☐
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	☐	☐
c. The proposed action will degrade existing transit access.	D2j	☐	☐
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	☐	☐
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	☐	☐
f. Other impacts: _____		☐	☐

14. Impact on Energy

The proposed action may cause an increase in the use of any form of energy. (See Part 1. D.2.k) ☑ NO ☐ YES

If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	☐	☐
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	☐	☐
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	☐	☐
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	☐	☐
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light

The proposed action may result in an increase in noise, odors, or outdoor lighting. (See Part 1. D.2.m., n., and o.) ☐ NO ☑ YES

If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	☑	☐
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	☑	☐
c. The proposed action may result in routine odors for more than one hour per day.	D2o	☑	☐

d. The proposed action may result in light shining onto adjoining properties.	D2n	☑	☐
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	☑	☐
f. Other impacts: _____		☐	☐

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) ☑ NO ☐ YES

If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No,or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	☐	☐
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	☐	☐
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	☐	☐
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	☐	☐
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	☐	☐
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	☐	☐
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	☐	☐
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	☐	☐
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	☐	☐
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	☐	☐
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	☐	☐
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	☐	☐
m. Other impacts: _____			

17. Consistency with Community Plans

The proposed action is not consistent with adopted land use plans. ☑ NO ☐ YES
(See Part 1. C.1, C.2. and C.3.)
If "Yes", answer questions a - h. If "No", go to Section 18.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	☐	☐
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	☐	☐
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	☐	☐
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	☐	☐
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	☐	☐
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	☐	☐
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	☐	☐
h. Other: _____		☐	☐

18. Consistency with Community Character

The proposed project is inconsistent with the existing community character. ☑ NO ☐ YES
(See Part 1. C.2, C.3, D.2, E.3)
If "Yes", answer questions a - g. If "No", proceed to Part 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	☐	☐
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	☐	☐
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	☐	☐
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	☐	☐
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	☐	☐
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	☐	☐
g. Other impacts: _____		☐	☐

PRINT FULL FORM

Agency Use Only [IfApplicable]

Project:

Date:

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts and Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

Response to EAF Part 2, Question 1:

The 7 acre parking lot surrounding the stadium is a mix of paved asphalt, compacted gravel, and recycled asphalt milling surfaces. There is poor drainage and the surfaces are difficult to traverse for visitors with mobility challenges. The gravel and recycled asphalt surfaces require regular maintenance which costs the County additional labor and equipment expenses. There is currently very little lighting throughout the parking lots so visitors exiting the stadium at night must walk through a dark parking lot.

This project seeks to improve the existing parking lots by re-surfacing with asphalt pavement and/or oil and stone treatments. this will provide for improved ADA access, and will reduce maintenance costs. New parking lot stripes will be added to maximize the number of parking spaces and provide improved circulation of vehicles entering and exiting the stadium parking lots. The parking lots will have new surface and subsurface drainage elements added which will improve storm water management and water quality using new on-site drainage systems.

Response to EAF Part 2, Question 15:

Existing parking lot lighting does not provide adequate lighting for the majority of the parking areas. Existing lighting fixtures will improved and new fixtures will be added to provide minimum lighting levels required by the NYS Building Code. Lighting will be LED to promote energy efficiency, and the lighting systems will be designed to prevent or reduce light pollution to the sky above and surrounding the stadium property.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: ☐ Type 1 ☑ Unlisted

Identify portions of EAF completed for this Project: ☑ Part 1 ☑ Part 2 ☑ Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the County of Dutchess as lead agency that:

☑ A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

☐ B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

☐ C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Capital Improvements at Dutchess Stadium, 1500 Route 9D, Fishkill, NY

Name of Lead Agency: County of Dutchess

Name of Responsible Officer in Lead Agency: Robert H. Balkind, P.E.

Title of Responsible Officer: Public Works Commissioner

Signature of Responsible Officer in Lead Agency: Date: 10/9/18

Signature of Preparer (if different from Responsible Officer) Date:

For Further Information:

Contact Person: Robert H. Balkind, P.E., Commissioner

Address: 626 Dutchess Turnpike, Poughkeepsie, NY 12603

Telephone Number: 845-486-2085

E-mail: rbalkind@dutchessny.gov

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

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)
Other involved agencies (if any)
Applicant (if any)
Environmental Notice Bulletin: http://www.dec.ny.gov/enb/enb.html

PRINT FULL FORM

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 8 - City and Town of Poughkeepsie	Brendli		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 24 - Towns of Dover and Union Vale	Surman		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018287 ADOPTION OF FULL ENVIRONMENTAL ASSESSMENT FORM AND NEGATIVE DECLARATION OF SIGNIFICANCE FOR DUTCHESS STADIUM IMPROVEMENTS

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018287 ADOPTION OF FULL ENVIRONMENTAL ASSESSMENT FORM AND NEGATIVE DECLARATION OF SIGNIFICANCE FOR DUTCHESS STADIUM IMPROVEMENTS

November 13, 2018

RESOLUTION NO. 2018288

BOND RESOLUTION DATED DECEMBER 3, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $2,424,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PART OF THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE DUTCHESS COUNTY STADIUM, IN AND FOR SAID COUNTY.

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

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE

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

Section 1. Construction of improvements to the Dutchess County Stadium, in and for the County of Dutchess, New York, including site improvements, and original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of $3,024,000.

Section 2. It is hereby determined that the plan for the financing for the aforesaid specific object or purpose is as follows:

(a) by the issuance of the $2,424,000 serial bonds hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; and

(b) by the expenditure of $600,000 Empire State Development grant 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 25 years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State

Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

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

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

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

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

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

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

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

CERTIFICATION FORM

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

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

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on December 3, 2018, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 25 ayes and 0 noes, with 0 members being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on December 5, 2018, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

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

Newspaper and/or other news media	Date given
Southern Dutchess News	November 29, 2018
Poughkeepsie Journal	November 29, 2018

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

Designated Location(s) of posted notice	Date of Posting
22 Market Street, 6th Floor, County Office Building Poughkeepsie, NY 12601	November 29, 2018

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 4th day of December 2018.

Clerk, County Legislature

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12-5-2018

G-0145-B

LEGAL NOTICE OF ESTOPPEL

The following entitled bond resolution, a summary of which is published herewith, has been adopted on December 3, 2018, 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,
December 4, 2018.

Clerk of the County Legislature

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/5/2018

RESOLUTION NO. 2018288

BOND RESOLUTION DATED DECEMBER 3, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $2,424,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PART OF THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE DUTCHESS COUNTY STADIUM, IN AND FOR SAID COUNTY.

Specific object or purpose:	Construction of improvements to the Dutchess County Stadium
Period of probable usefulness:	25 years
Maximum estimated cost:	$3,024,000
Maximum amount of bonds to be issued:	$2,424,000 bonds
Other monies:	$600,000 Empire State Development grant
SEQRA status:	Unlisted Action. Negative Declaration. SEQRA compliance materials on file in the office of the Clerk of the County Legislature where they may be inspected during normal office hours.

H0526 - 2018 Dutchess Stadium Improvements and Repairs

APPROPRIATIONS

Increase

H0526.7110.66.3130	Stadium Improvements	$3,000,000
H0526.7110.66.3900	Bond Issuing Costs	$24,000
		$3,024,000

REVENUES

Increase

H0526.7110.66.57100	Serial Bonds	$2,424,000
H0526.7110.66.37970.05	Other Economic Assistance - Empire State Development Grant	$600,000
		$3,024,000

Stadium Improvements

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	$2,424,000	$96,960	$91,385	$188,345
2	2,327,040	96,960	87,729	184,689
3	2,230,080	96,960	84,074	181,034
4	2,133,120	96,960	80,419	177,379
5	2,036,160	96,960	76,763	173,723
6	1,939,200	96,960	73,108	170,068
7	1,842,240	96,960	69,452	166,412
8	1,745,280	96,960	65,797	162,757
9	1,648,320	96,960	62,142	159,102
10	1,551,360	96,960	58,486	155,446
11	1,454,400	96,960	54,831	151,791
12	1,357,440	96,960	51,175	148,135
13	1,260,480	96,960	47,520	144,480
14	1,163,520	96,960	43,865	140,825
15	1,066,560	96,960	40,209	137,169
16	969,600	96,960	36,554	133,514
17	872,640	96,960	32,899	129,859
18	775,680	96,960	29,243	126,203
19	678,720	96,960	25,588	122,548
20	581,760	96,960	21,932	118,892
21	484,800	96,960	18,277	115,237
22	387,840	96,960	14,622	111,582
23	290,880	96,960	10,966	107,926
24	193,920	96,960	7,311	104,271
25	96,960	96,960	3,655	100,615
TOTAL		$2,424,000	$1,188,002	$3,612,002
AVG. PER YEAR		$96,960	$47,520	$144,480

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL		$2,424,000	
ANTICIPATED INTEREST RATE			3.77%
TERM	25 YEARS	ANTICIPATED FEES:	$24,000
ANTICIPATED ANNUAL COST (PRIN + INT):			$144,480
TOTAL PAYBACK (ANNUAL COST x TERMS):			$3,612,002

PREPARED BY HEIDI SEELBACH

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: W.F.X. O'Neil, Deputy County Executive

FROM: Robert H. Balkind, P.E., Commissioner (RB)

DATE: September 21, 2018

SUBJECT: RESOLUTION REQUEST – CAPITAL FUNDING FOR IMPROVEMENTS AND REPAIRS TO DUTCHESS STADIUM, FISHKILL, NEW YORK

The Department of Public Works is seeking funding for essential improvements to Dutchess Stadium. The improvements include repairing the concrete stadium seating area replacing all of the stadium seating and improving the parking lot. The stadium was built between January and June 1994, and holds 4500 spectators. The stadium is approaching 25 years old, and there has been no major rehabilitation or upgrade projects undertaken since its original construction, with the exception of a playing field replacement project in 2014.

The concrete seating area has deteriorated over the years and now water is penetrating the structure, causing spalling, cracking and allowing water to leak through the structure into the areas below the structure (bathrooms, storage areas, mechanical rooms, etc.) The seats are original to the construction in 1994 and are beyond their useful life. Many seats are broken and pose a safety hazard to spectators. Some seats have been removed or are no longer in service due to their condition. Stadium seats typically last 15-20 years and the seats at Dutchess Stadium have been in use for 25 years. Since the seats need to be removed to repair the concrete seating structure, it makes sense to replace the seats within this project.

The parking lot surrounding the stadium is a mix of paved, gravel, and recycled asphalt milling surfaces. There is poor drainage and the surface is difficult to traverse for visitors with mobility challenges. The non-paved surfaces require regular maintenance which costs the County additional labor and equipment expenses. There is currently no lighting throughout the parking lots so visitors exiting the stadium at night must walk through a dark parking lot. The parking lots will be improved with asphalt pavement and/or oil and stone treatments, and new drainage and lighting will be added. The parking lot will be designed to increase parking spaces, improve ADA accessibility, and enhance vehicle and pedestrian safety.

626 Dutchess Turnpike, Poughkeepsie, New York 12603
(845) 486-2085 • Fax (845) 486-6554
www.dutchessny.gov

The Hudson Valley Renegades operate Dutchess Stadium through a lease agreement with Dutchess County. The lease, including the current lease extension agreement, is set to expire on December 31, 2018. The County and the Hudson Valley Renegades are in discussions to re-negotiate the lease. An underlying condition of a renewed lease is the completion of certain capital facility improvements, some of which are described above. In late 2017 the County successfully applied for and received a CFA grant for capital improvements at Dutchess Stadium. The grant includes $7.5M in project costs funded by $1.5M (20%) in state aid with the remaining $6M (80%) provided by the County. The County's $6M contribution will be partially offset via revenue created under the new Hudson Valley Renegades lease over a 20 year lease period.

In 2018 the Hudson Valley Renegades employed the firm of Ballpark Design Associates to develop conceptual plans and estimates for various capital projects at Dutchess Stadium. The work description and estimates are:

1. New stadium seating: 4500 seats @ $130 ea = $585,000
2. Repair of concrete seating structure = $615,000
3. Repair/resurfacing of parking lots with new lighting and drainage = $1,300,000
4. Soft costs (engineering design and construction management) = $500,000

This $3M request for capital funding is part of the $7.5M CFA project total. As such, the County is eligible for reimbursement of up to 20% of project costs, or $600,000, from New York State. These improvements must be authorized expeditiously in order to complete the work in time for the 2019 summer season. Should funds be available, this project may also include construction of signage.

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: A. Gregg Pulver, Chair of the Legislature

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

DATE: October 18, 2018

RE: REQUEST TO WAIVE RULES OF THE LEGISLATURE

Pursuant to Rule 4.5 G of the *Permanent Rules of the Dutchess County Legislature* all resolutions authorizing the bonding of expenditures of $500,000 or more shall be presented at a meeting of the relevant Committee no later than seven (7) calendar days prior to the regularly scheduled legislative committee day and copies thereof shall be placed immediately thereafter in the mailbox of each legislator located in the legislative office. The Department of Public Works is respectfully requesting that this rule be waived for the following two Resolution Requests:

- Capital Funding for Improvements and Repairs to Dutchess Stadium, Fishkill, NY
- Supplemental Funding for the Dutchess Community College Educational Hangar at the Hudson Valley Regional Airport

The Resolution Request for Capital Funding for Improvements and Repairs to Dutchess Stadium is time sensitive in that in order to have stadium seating replaced in time for the 2019 baseball season which commences on or about June 1, 2019, the requested funding needs to be approved before December 2018 so that the Department can procure consultant services and solicit bids for construction of said improvements to allow for construction completion by June 1, 2019.

The Resolution Request for Supplemental Funding for the Dutchess Community College educational hangar at the Hudson Valley Regional Airport requires the County's commitment to the requested supplemental funding before DCC can petition SUNY for the matching supplemental Capital Funds. In order for DCC to petition SUNY for said funding, DCC will need Dutchess County's commitment prior to December 2018.

For the reasons listed above, this office is requesting a waiver of the Rules of the Legislature to allow the Full Legislature to consider these two Resolution Requests at the November 13, 2018 meeting without the 7-day consideration by the relevant Legislative Committee.

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

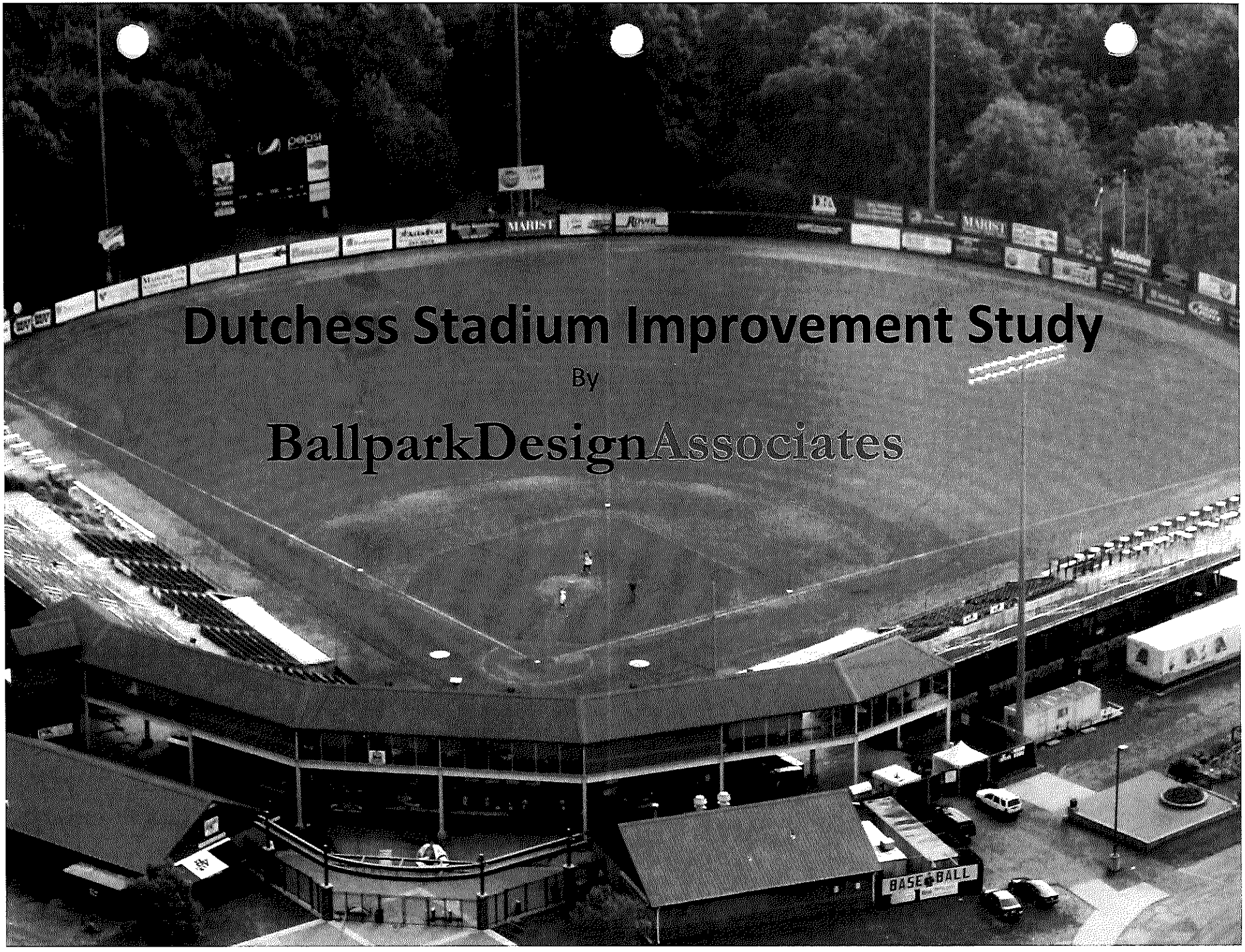
RB/lh

626 Dutchess Turnpike, Poughkeepsie, New York 12603
(845) 486-2085 • Fax (845) 486-6554
www.dutchessny.gov

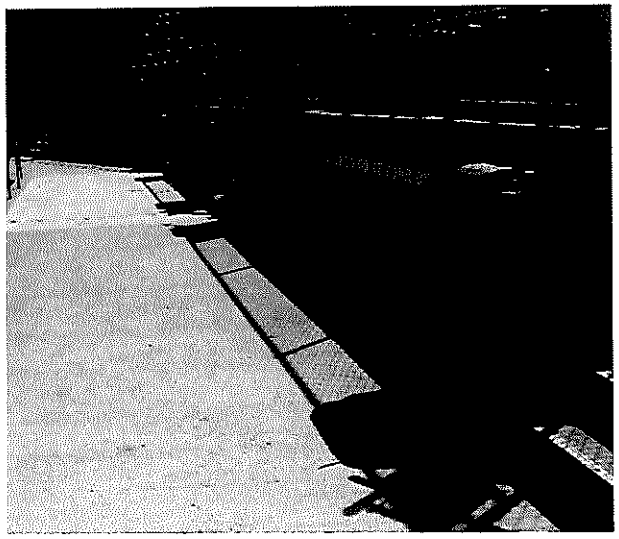
Dutchess Stadium Improvement Study

By

BallparkDesignAssociates

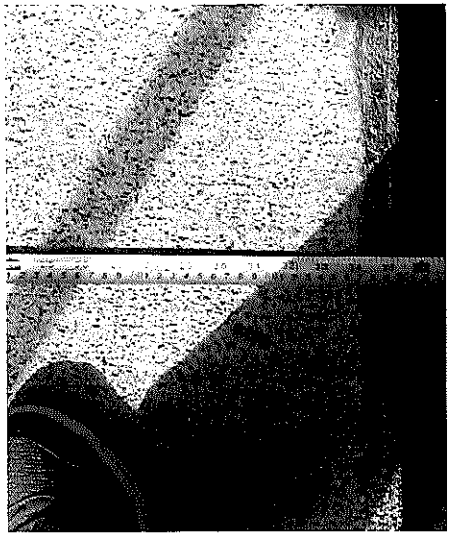


rk and seating structures are original to the stadium construction, and show the effects of years of wear, grime, cracking, and some deterioration. Additionally, the seating bowl aisl
e Safety Code.

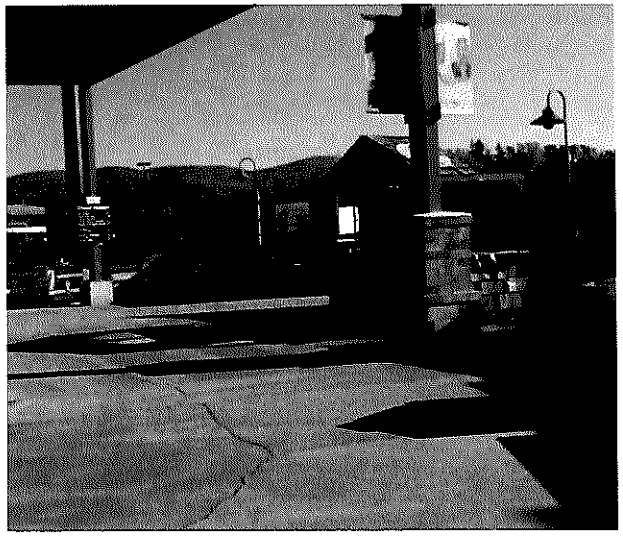


iting Bowl Cross Aisle slab

Repairable cracks in the concrete slab.

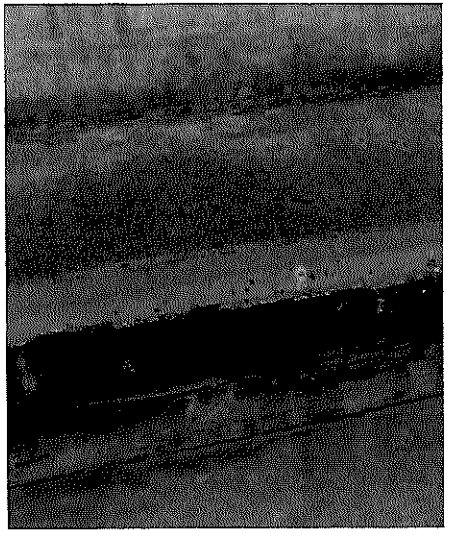


Slab in good condition.



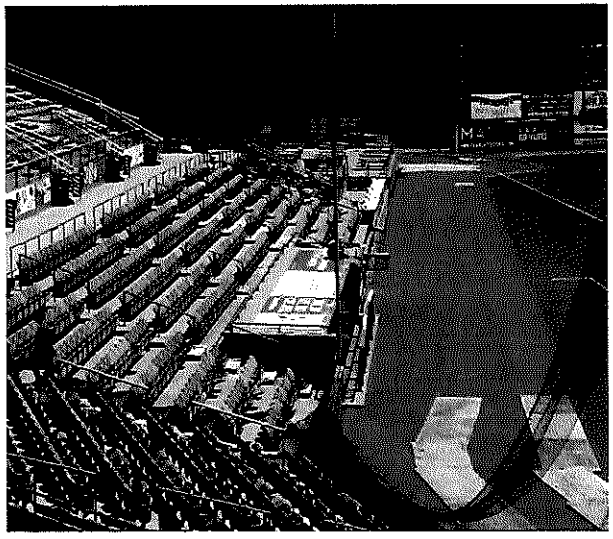
ain Concourse concrete.

Bad cracks in the Main Concourse concrete. Need to replace.



Cracks at individual tre

chairs are original to the stadium construction and show significant wear and weathering, and are no longer serviceable. The best viewing seating area in the stadium is from the Up
or the row depth ing access so uncomfortable that fans avoid sitting there. The Out Suite Seats are the same as the Lower Box chairs. Note: The exist grandstand ben

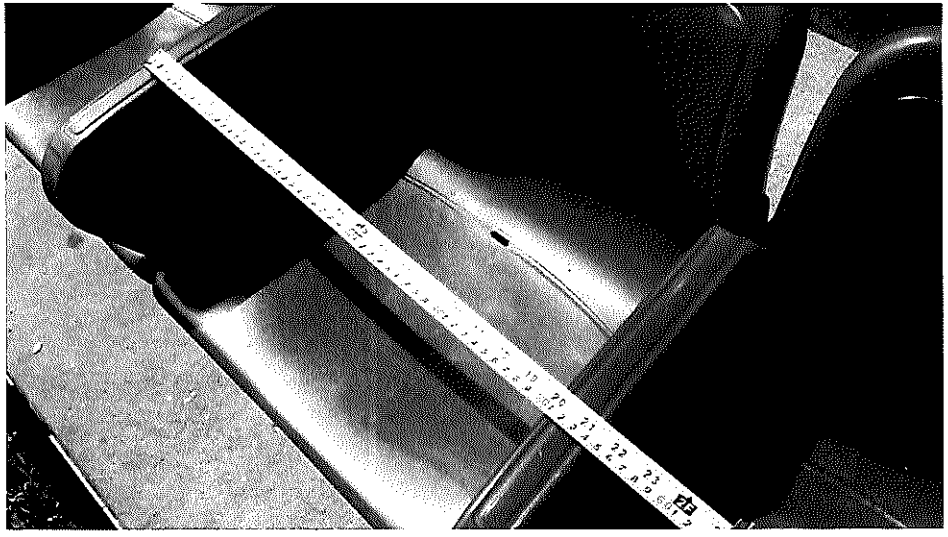


er Box Chairs

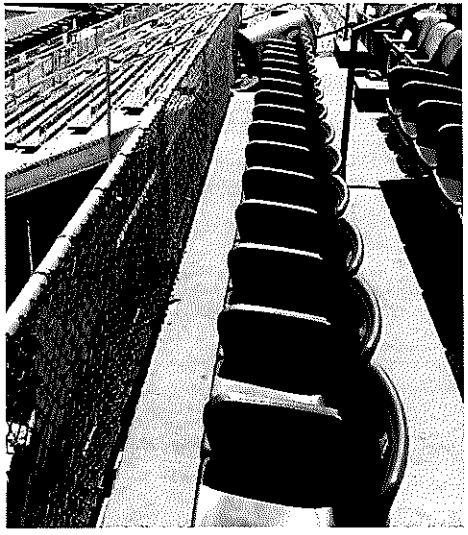
Existing Lower Box Chairs: Riser-mounted, flip-bottom chairs.

Existing Lower Box Cha

er Box Chairs



Existing Upper Box Chairs: Width: 20" wide, fixed-bottom chairs.



Chairs too deep for row width

:h only a few exceptions the concrete slabs and precast treads appear to be in generally good condition, and with a proper cleaning, select repairs, and the application of a sealing/coa
ommend the use qualified concrete repair contractor and the application of a prove ncrete repair system and products. If coordinated with a full seatin placement, the
ating is installed.
g concrete and precast tread and riser repairs:
hairs.
treads.
ailings and attachments to the concrete and precast structures.
h and deep clean of the concrete surfaces, and inspect for repairs.
reas of damaged or severely cracked concrete at slab-on-grade and concrete treads and risers.
at all locations where past core-drilled railing anchors and existing chain link and steel railings exist, and are showing anchor and sealant failure.
surfaces for the application of a specialized concrete sealing systems:
a Concrete and Repair and Protection; see attached Sika repairs to the Rose Bowl.

proach to Stadium Concrete Repair and Protection

d Bonding Bridge
n® - protects rebar in areas of inadequate cover.

Mortars
onent, polymer modified containing Sika FerroGard 901 corrosion-inhibitor.
ne-applied by dry-spray equipment for large scale repairs.

aling System
que strip and seal system used to seal problem joints and cracks, even those undergoing

brane
le component polyurethane system used to provide a durable, abrasion resistant,
ns, park decks, balconies and plaza decks.

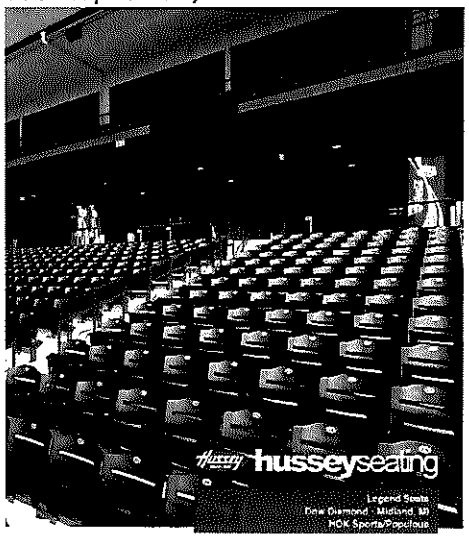
Joint Sealing
Sikaflex®, High Performance Sealants - are premium-grade polyurethane j
compatible with Sika's concrete repair systems.

Anti-Carbonation Coatings
Sikagard® 550W and 670W - protect concrete facades from the damaging e
(carbonation), water and pollutants. Either crack-bridging (550W) or rigid (67
high-performance protection coatings, available in a variety of decorative col

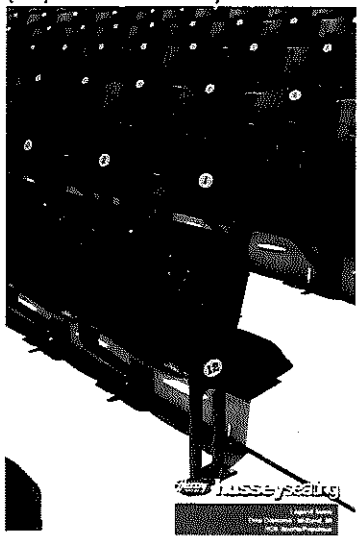
Epoxy Injection and Bonding
Sikadur® - epoxy resins help restore structural integrity by injection into cracl
comprehensive range of epoxy products for structural bonding and grouting.

Structural Strengthening Systems CFRP
Sika CarboDur® - a proven system of external strengthening using epoxy-bc
Plastic (CFRP) laminate strips. Stronger than steel, yet lightweight and non-
solve unique strengthening problems in a variety of concrete structures.

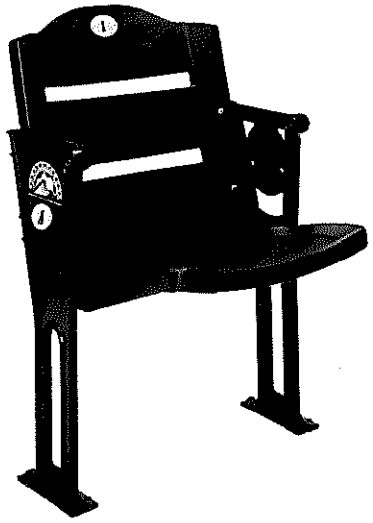
: recommend the selection of a stadium seating chair type, manufacturer, and features:
vide ventilation d warm weather games.
" wide chairs (measured center to center of the armrests, with 24" wide chairs at premium areas; both deck-mount and riser mount chairs with flip-up bottoms.
ude: cupholders, cushioned seat bottoms (at premium areas)



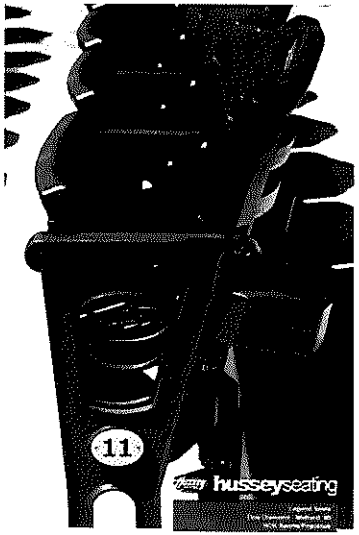
2" wide Stadium Chairs.



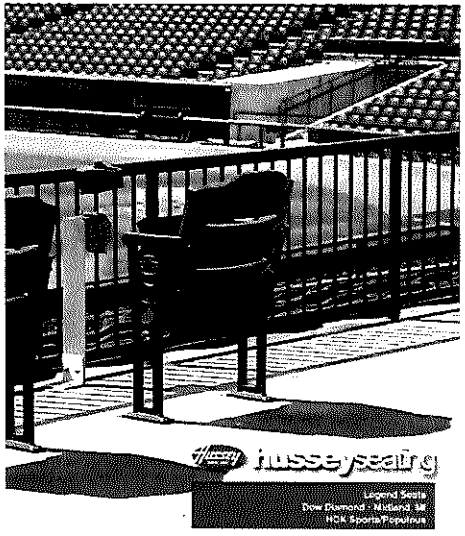
Riser-mounted, flip-bottom



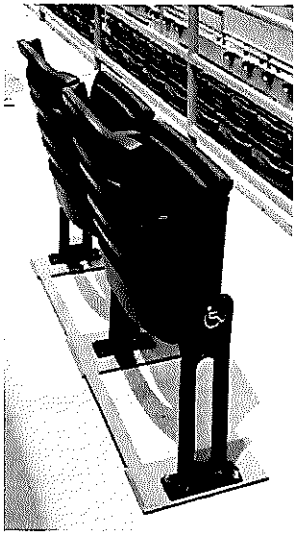
Chair Style: Hussey Legend Slat Back Chair



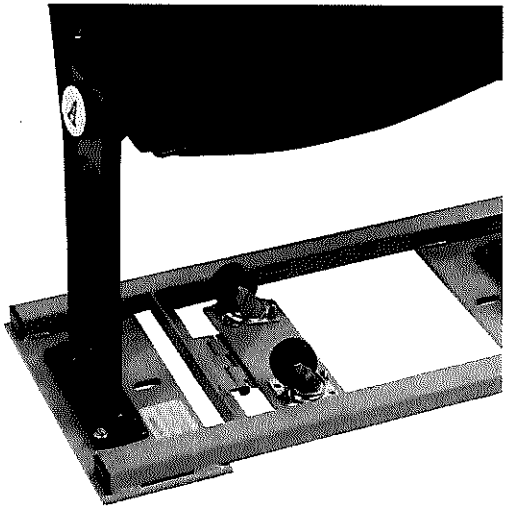
End Stanchion Detail: Removable medallions.



irs on concourse level top row.



Removable chairs on roller skids at wheelchair positions.



Premium Reserve & Suites: 22" w. Cushioned seat bottom

ew seating layout is recommended to add value, provide ADA-compliant wheelchair seating positions, and to accommodate the upgraded seating chair style and widths.
s improved value:
re now 22" wide, Hussey Legend slat-back seats, with cupholders; existing lower bowl seats range from 20" to 21" wide chairs.
eats are now 22" wide, slat-back seats with cushioned seat bottoms; upper reserve seats are plastic-molded (red) chairs with fixed bottoms and too deep for the rows depth
ow 24" wide, Hussey Quattro Extreme cushioned seats, with armrest cupholders.
section is added, with 24" wide, Hussey Quattro Extreme cushioned seats, with armrest cupholders.

y statement of probable construction cost for the proposed Dutchess Stadium

: and Expanded Parking on the West Side, New Team Parking

r site entry from NY-9D.
ıd expanded parking on the west side of Building A.
Access to the Playing Field.
dicap parking; freeing up existing H.C. parking in existing lot.
: Field Maintenance and Storage Building, on the west side of the site, will provide
al and secure equipment storage, with direct access to the playing field.
ncing around the perimeter of the site; with security lighting.
ing and access plan will increase parking, improve site access and exiting, and
ded (and required) sidewalk from the NY-9 crosswalk.
n and VIP patron paved surface parking lots on the south side of the stadium.

$ 350,000

s Restoration and Protection, New Railings Throughout the Stadium

existing seating and railings, concrete repairs and heavy-duty cleaning/stain
e the concrete surfaces to a like-new appearance.
:oncrete protection coating system will significantly improve the durability,
and life of the existing concrete surfaces and structures.
; will require replacement, typically where settling has created a trip hazard; i.e. the
ssing the Left Field Picnic Area. Additionally, concrete steps in the seating

rilled anchors of the existing railings will be repaired and filled.
l or anodized aluminum new railings will be surface mounted with epoxied anchor

$ 300,000

ıd Seating Replacement

ng layout will re-define the seating sections; offering added value to seating and
s to patrons, while incorporating required ADA wheelchair positions throughout.
g will have larger seat sizes; 22" min. width in most seating sections; 24" w seats at
eas.
air platforms, needed for compliance in the seating bowl, suite outdoor seating
n attractive solution with the least impact on the existing seating rows. New
; will be allowed to be sold when not needed, per the 2010 ADA Ticket Sales Guide

0 seats @ $130 installed with cupholder $ 560,000

- Expanded Building A will provide much-needed additional office space a areas for expanded concessions/food service and Tea Store areas.
- A new Building A entry will provide a direct access, vi new vestibule, currently provided.
- A relocated Ticket Office will provide a larger, covered ticket service are windows; and free-up existing building area for a new Staff Conference
- The new Building A areas will provide an enclosed entry for Club and Su to the elevator and new stair access to the suite level, thus also providi to the Upper Level; currently limited to the elevator and the existing se
- The new Building A areas also provide an enclosed Building Services (an Services pantry storage) area; including an enclosed refuse and recyclin washdown area, and a covered loading dock.

Probable Costs: New: 8,580 gsf @ $400
Reno: 3,142 gsf @ $120

Expanded Building C: Team Clubhouse Improvements

- Expanded Building C will provide new, enclosed and air-conditioned are and batting/pitching cages.
- The Team will reclaim existing building areas (vacated by Field Mainten storage.
- Existing Home Team Clubhouse renovation improvements might includ additional storage, an expanded Umpire Locker Room, and expanded C dining and Nutritionist area.
- New, dedicated Team parking immediately adjacent to the building will players and coaches (included in the site development cost presented e

Probable Costs: New: 6,300 gsf @ $400
Reno: Lump Sum:

November 16, 2018

A. Greg Pulver, Chairman
Legislature
22 Market St.
Poughkeepsie, NY 12601

Dear County Legislature Chairman Pulver,

I am writing with a sense of urgency in the aftermath of the November 13 vote to reject bonding for necessary repairs at Dutchess Stadium. That rejection has placed the Hudson Valley Renegades in a position in which we are in non-compliance with representations we have made to professional baseball authorities, perhaps unwisely, that the County would be addressing critical structural repair requirements, particularly those involving replacement of the seating bowl, in time for the 2019 professional baseball season.

It has been no secret that the seating bowl must be replaced. The issue was raised more than 3 years ago (and, as I recall, was even referenced at the time in press coverage), well prior to the then scheduled expiration of our lease in December 2016. We agreed with the County at that time on an approach that ultimately provided the Renegades with three 1 year options to extend the lease while the need for capital investment was being addressed. The last extension option, which would cover the 2019 season, was exercised by the Renegades with the understanding that the County would honor its contractual obligations under the lease and replace the seating bowl prior to the final 2019 season. There can be no serious doubt that the existing seating bowl is irreparable, with many broken seats, seating models long since discontinued, parts no longer manufactured and all seats many years beyond their scheduled useful life.

We have been in contact with Baseball officials in the days following the County's down vote and have requested a waiver that would allow the Renegades to play in sub-professional standards at Dutchess Stadium in 2019. In the absence of a clear commitment to address the seating bowl requirement, that request will be considered more formally at the annual Baseball Winter Meetings early next month. The likelihood of success is unclear since, based on the requirements of our existing lease, we have been promising since 2016 that the County would

P.O. BOX 661 FISHKILL, NY 12524
HVRENEGADES.COM
P: 845-838-0094 F: 845-838-0014
HVRENEGADES

complete the necessary work. The failure to do so has undermined our credibility and I cannot understate the seriousness of the situation. We obviously want very much to avoid a decision on alternative playing scenarios for 2019 as the professional, economic and other consequences would be unfortunate and long lasting for multiple parties. The issue will be on the agenda for the next meeting of the relevant Baseball Committee on Tuesday, December 11.

Finally, I would express our deep disappointment over the fact that most of the dialogue concerning the necessary investment in Dutchess Stadium, immediately and in the future, has seemed to reflect the view that the ballpark is simply an inert, cement, brick and mortar structure, and not the vibrant park it has been for the past quarter century. The Renegades are a Dutchess County family business that has provided enjoyment at affordable prices in a safe environment to nearly 4 million attendees at our games and, more than that, literally thousands of other community events ranging from high school, college and other amateur games, special needs camps, school graduations, concerts, youth programs, charitable and other non-profit gatherings and fundraisers, and much more.

As is the case with other parks and recreational facilities in the County, the Renegades are an integral part of the quality of life and fabric of the community and, I would respectfully suggest, deserve to be considered in that context as well. While we do earn a profit in years when the weather cooperates, not so in other years when it doesn't, our primary focus is, and always has been, on being a positive influence in the community and a welcome respite from the challenges and responsibilities of everyday life.

I would urge that the Legislature reconsider the decision to reject the necessary repairs at the ballpark and work cooperatively with us on a plan that will assure the continuation of the Renegades in Dutchess County for decades to come.

Respectfully,

Jeffrey M. Goldklang
Vice Chairman, Hudson Valley Renegades

cc: County Executive Marcus Molinaro

P.O. BOX 661 FISHKILL, NY 12524
HVRENEGADES.COM
P: 845-838-0094 F: 845-838-0014
HVRENEGADES

Morris, Carolyn

om: Strippoli, Sandy on behalf of Molinaro, Marcus
Sent: Monday, November 26, 2018 3:38 PM
To: Amparo, Francena; Black, Hannah; Bolner, Donna; Borchert, Dale; Brendli, Craig; Edwards, Rebecca; Garito, Faye; Horton, Marge; Houston, Deirdre; Incoronato, Joseph; Jeter-Jackson, Barbara; Johnson, Randy; Llaverias, Giancarlo; Metzger, John D.; Miccio, James J.; Munn, Kristofer; Page, Nick; Pulver, Gregg; Roman, Kenneth; Sagliano, Don; Surman, Alan; Thomes, John; Truitt, Will; Tyner, Joel; Zernike, Frits; Keith, Thomas L.; Black, Hannah
Cc: Baiano, Chris; Wager, Leigh; Morris, Carolyn; Balkind, Robert; O'Neil, William; Joseph, Nick; Pillus, Colleen
Subject: RE: Dutchess Stadium Phase 1 Information Needed
Attachments: Stadium Response.pdf

Good afternoon Legislators,

Thank you for interest in reconsidering the bond issue regarding Dutchess Stadium during the Legislature's December 3rd board meeting.

Below you'll find information provided in response to Minority Leader Black's request for further clarification necessary to reconsider the capital project for repairs to Dutchess Stadium.

- Attached is a letter from Jeff Goldklang addressing the conditions at the stadium and repairs necessary.
- Attached is a resolution adopted on November 19, 2018 by the Beacon City School District identifying their preference to continue the lease and a signed Memorandum of Understanding (MOU). The signed MOU includes a continuation of the current lease terms and consideration.
- Attached is a memo from the County Attorney's Office providing clarification on the law with respect to the allowable length of the lease of land to Dutchess County.
- There is no specific contingency cost for each of the 3 major work elements included in the capital project (seating replacement, concrete repairs, parking lot.) The authorized funding will be applied to the seating and concrete repairs first, with all remaining funding applied to the parking lot work. Overall project contingency is approximately $200,000 or 6% of the total project budget. The non-baseball event coordination is documented in the current lease with Keystone Professional Baseball Club, Inc. (attached) but may change with a new lease agreement.
- Minutes have never been taken at the Capital Program Committee, however the attached document is a draft used by the committee and includes the priorities as determined by the Departments for the 2019-2023 Capital Plan. Please understand, the priority ratings are determined as of a point in time and priorities can change depending on several variables. The administration presents projects to the Legislature for approval based not only on priority, but relevant timing and condition factors as well.

Additionally, the capital plan is just a plan, it is not the approval of all the projects it contains. Its approval simply indicates the acknowledgement of projects Departments have identified as necessary or recommended. There may be other projects or opportunities that arise during the year, after the capital project plan adoption, that become a priority and are presented to the Legislature.
As always, my staff and I remain available to you, should you require any more information or clarification on this issue.

ook forward to your careful consideration of the bond and a collaboration that will benefit the residents of Dutchess County.

Marcus J. Molinaro
Dutchess County Executive
) Market Street
Poughkeepsie, NY 12601
845-486-2000 phone
845-486-2021 fax
Email: countyexec@dutchessny.gov

www.dutchessny.gov

From: Hannah Black <hblackdc4@gmail.com>
Sent: Monday, November 19, 2018 12:44 PM
To: Molinaro, Marcus <mmolinaro@dutchessny.gov>; O'Neil, William <woneil@dutchessny.gov>
Cc: Baiano, Chris <cbaiano@dutchessny.gov>; Wager, Leigh <lwager@dutchessny.gov>; Morris, Carolyn <cmorris@dutchessny.gov>; Balkind, Robert <rbalkind@dutchessny.gov>; Kristofer Munn <kmunn@munn.com>
Subject: Dutchess Stadium Phase 1 Information Needed

Good Afternoon County Executive Marc Molinaro and Deputy County Executive Bill O'Neil,

In an effort to reconsider the bonding resolution for Dutchess Stadium improvements for phase 1, the below list identifies information that is still needed or needs further clarification. I am confident that the Administration will) able to easily provide the information below. A quick turn around on the information requested will be greatly appreciated in order to move forward on the Dutchess Stadium resolution for phase 1 as December 3, 2018 is only two weeks away.

- A list from Goldklang, on behalf of the Renegades, of Dutchess Stadium conditions urgently needing repair.
- A letter from Beacon City School District stating their intent to move forward with a lease agreement with the County. The letter should identify whether the leasing fee will remain the same amount as the current lease or whether it will go up.
- A letter from Beacon City School District's attorney weighing in on the law referenced in current lease agreement memo, that every ten years the voters of BCSD must vote to allow the school district to continue leasing the property to the County. When will this vote next need to be held?
- The County should provide clarity on how much of phase 1 is contingency costs. Please state for the record (under the current agreement) how access to Dutchess Stadium is granted when Renegades aren't using the stadium. Who coordinates the schedule to use the stadium when an organization would like to use it? Is there a fee being charged and who collects it?
- Minutes from the 2018 meetings of the Capital Program Committee, and any accompanying documentation indicating how priorities were set.

If you should have any further questions or concerns, please feel free to contact me via email or phone at (845) 674-2534.

Best regards,

Hannah Black
Minority Leader
Dutchess County Legislator
Town of Hyde Park
(845) 674-2534

RENEGADES

DUTCHESS COUNTY
EXECUTIVE
RECEIVED
2018 NOV 19 PM 2:08

November 16, 2018

A. Greg Pulver, Chairman
Legislature
22 Market St.
Poughkeepsie, NY 12601

Dear County Legislature Chairman Pulver,

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Respectfully,

Jeffrey M. Goldklang
Vice Chairman, Hudson Valley Renegades

cc: County Executive Marcus Molinaro

BEACON CITY SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
10 Education Drive
Beacon, New York 12508
845-838-6900 phone
845-838-6905 fax

Dr. Matthew Landahl
Superintendent of Schools

Ms. Ann Marie Quartironi
Deputy Superintendent

Mrs. Cecilia Dansereau-Rumley
Assistant Superintendent of Human Resources and Accountability Systems

Mr. Erik Wright
Assistant Superintendent of Curriculum and Student Support

November 20, 2018

THIS WILL CERTIFY that at the Board of Education meeting held on Monday, November 19, 2018, the following motion was offered by Antony Tseng, seconded by Kristan Flynn, and passed unanimously:

RESOLUTION 111918A

WHEREAS, the Board of Education of the Beacon City School District ("Board" or "District") and Dutchess County ("County") entered into a lease agreement effective January 1, 2009 under which the County leased approximately 21 acres of property owned by the District on which the Dutchess Stadium had been erected for a period of ten years expiring December 31, 2018, with the option to renew the lease for a period of up to ten years; and

WHEREAS, the County informed the District of its intent to extend the lease, provided it reached a long term agreement with Keystone Baseball Club, Inc. d/b/a Hudson Valley Renegades ("HVR"); and

WHEREAS, the County has not yet reached a long-term agreement with HVR, but has requested the Board to consider entering into a Memorandum of Understanding extending the lease for a one year period in order to: (1) enable the County to conclude its negotiations with HVR for a long-term agreement; and (2) enable the County to negotiate either a long term lease with the Board that coincides with the term of its anticipated agreement with HVR subject to all provisions of the New York Education Law or a potential acquisition of the District's property subject to the lease and potentially an additional ±21 acres of vacant land owned by the District contiguous to the Stadium; and

WHEREAS, the Board is willing to enter into such Memorandum of Understanding with the County;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Education of the Beacon City School District approves the Memorandum of Understanding with the County and further authorizes the President to execute such Memorandum of Understanding, a fully executed copy of which shall be filed with the District Clerk.

Respectfully submitted:

Kelly Pologe
Clerk of the Board

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding dated the 19th day of November 2018, is entered into between the COUNTY OF DUTCHESS (the "County") a municipal corporation with its principal offices located at 22 Market Street, Poughkeepsie, New York 12601, and the BOARD OF EDUCATION OF THE BEACON CITY SCHOOL DISTRICT (the "District") with its principal offices located at 10 Education Drive, Beacon, New York 12508, for the following purpose.

The County and District have entered into a lease, a copy of which is attached hereto and incorporated by reference herein, which is due to expire on December 31, 2018. For the reasons set forth herein, the parties wish to extend this lease for a minimum period of one year or until the parties have either negotiated a new lease or the sale of the premises described in the lease and/or any other property owned by the District that is contiguous to the premises described in the lease. For the purpose of the one-year lease extension, all of the terms and conditions of the expired lease shall remain in full force and effect. The consideration for the 2019 extension shall remain the same as the consideration paid in 2018. In the event either of the arrangements set forth above are achieved, the successor arrangement shall supersede the 2019 lease extension and that extension shall be terminated.

The District understands that the County is engaged in negotiating a new lease between it and the Keystone Professional Baseball Club, Inc.("Keystone") for the continued operation of the Renegades minor league baseball club (the "Renegades"). If the County is unable to achieve a new successor lease with Keystone, the lease extension with the District described above shall expire on December 31, 2019.

The parties understand that the County would like to purchase the premises from the District to avoid the necessity of future lease negotiations, however, if a sale of the premises cannot be achieved, the parties intend to enter a new lease the term of which shall be commensurate with the term of any new lease negotiated between the County and Keystone. Presently Keystone and the County are discussing a lease with a twenty-five year term, however, if this term cannot be achieved, the lease with the County and the District shall be for the maximum period allowed by the Education Law.

In the event the County is unable to reach an agreement with Keystone and/or the District by December 31, 2019, nothing shall prevent the undersigned parties from agreeing to extend the lease for an additional one year period expiring December 31, 2020 upon such terms and conditions as are mutually agreed.

The parties understand that the sale of the premises or any lease of the premises in excess of ten years with a ten-year extension will be governed by the Education Law of the State of New York which provides that either arrangement

shall be subject to a mandatory referendum submitted to the electors of the District. In the event either arrangement becomes a reality, the parties agree to cooperate with each other to advance the success of the referendum.

The parties understand that time is of the essence so as to allow time for the County to make certain costly improvements to Dutchess Stadium in advance of the 2019 Renegades baseball season. Accordingly, the parties shall treat their negotiations as a priority. Toward that end, the County shall keep the District advised of its progress of negotiations with Keystone, and the District shall make timely consideration of the negotiation process between it and the County.

Notice and all communications shall be provided to:

COUNTY:

William F.X. O'Neil
Deputy County Executive
22 Market Street
Poughkeepsie, NY
Tel: 845-486-2000

James M Fedorchak, Esq.
Dutchess County Attorney
22 Market Street
Poughkeepsie, NY 12601
Tel: 845-486-2110

Anne Marie Smith, Esq.
Senior Assistant County Attorney
22 Market Street
Poughkeepsie, NY 12601
Tel: 845-486-2110

Robert Balkind, P.E.

Commissioner of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603
Tel: 845-486-2085

BEACON SCHOOL DISTRICT:

Matthew Landahl
Superintendent of Schools
10 Education Drive
Beacon, NY 12508

Daniel Petigrow, Esq.
Thomas, Drohan, Waxman, Petigrow & Mayle, LLP
2517 Route 52
Hopewell Junction, NY 12533

APPROVED AS TO FORM:

_____
County Attorney

APPROVED AS TO CONTENT:

_____
County Attorney

COUNTY OF DUTCHESS:

By: _____
Deputy County Executive

BOARD OF EDUCATION

By: _____ 11/19/18
President,
Beacon City School District

DUTCHESS COUNTY DEPARTMENT OF LAW
JAMES M. FEDORCHAK, COUNTY ATTORNEY
County Office Building
22 Market Street
Poughkeepsie, New York 12601
Tel. (845) 486-2110 • Fax (845) 486-2002

MEMORANDUM:

TO: Marcus J. Molinaro, County Executive

FROM: Caroline E. Blackburn, Chief Assistant County Attorney

DATE: November 23, 2018

SUBJECT: Leasing of School Property – Dutchess Stadium
Our File: G-1068-RR

You have inquired about the New York State Education Law as it concerns lease of school district property. Section 403-a of the NYS Education Law governs the terms of school district leases when the district is the lessor.

Subsection 403-a(1) permits a board of education of a school district to adopt a resolution leasing school district property not currently needed for school district purposes when such a lease is determined to be in the best interests of the school district. The lease term shall not exceed ten (10) years, but it may be renewed for an additional period of ten (10) years upon approval of the NYS Commissioner of Education. Subsection 403-a(3) permits a board of education to lease school district property under circumstances it deems appropriate, to any lessee the board determines will have the most benefit to the district, and this lease may be for a period not to exceed ten (10) years. Such a lease may similarly be renewed for an additional ten (10) year period upon approval by the Commissioner.

Notwithstanding the above, a board of education is additionally authorized to enter into a lease agreement for an initial period exceeding ten (10) years, subject to voter approval by referendum.

AGREEMENT 07-0026-12/16-PW

THIS AGREEMENT, dated as of December 21, , 2006, by and among the **COUNTY OF DUTCHESS** (the County), a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 and the **KEYSTONE PROFESSIONAL BASEBALL CLUB, INC.** (the Club), a Florida corporation d/b/a the Hudson Valley Renegades, having its principal office at Dutchess Stadium, Route 9D, Wappingers Falls, New York 12590.

WITNESSETH:

WHEREAS, the Club has been playing short season Class A baseball at Dutchess Stadium, which is owned by the County, since 1994 pursuant to an agreement between the Club and the Hudson Valley Stadium Corporation, and

WHEREAS, said agreement expires on December 31, 2006, and

WHEREAS, the County and the Club wish to enter into an agreement, which will define the rights and obligations of each party with respect to the use of Dutchess Stadium, and

WHEREAS, the County contemplates the investment of approximately $1.5 million in bond proceeds to provide necessary repairs and improvements to the Stadium, and shall consult with the Club in determining the appropriate priorities in connection with such investment; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto confirm and agree as follows:

Article 1. Definitions

1.1 STADIUM: The building where baseball is played, adjacent parking area, other related areas and buildings.

1.2 LONG SEASON: 140 regular season games as defined by organized (affiliated) baseball.

1.3 MASS GATHERING: is a non-baseball event where there are more than fifteen hundred (1500) paying attendees at the Stadium. Examples of mass gatherings are concerts, car shows and circuses.

Article 2. Ownership and Use of Scoreboard

2.1 Ownership of the Scoreboard shall remain with the Club. The Club shall continue to have the right to use the scoreboard for all purposes and to retain all revenues therefrom, throughout the term of this Agreement. The Scoreboard shall be deemed a part of the Stadium for all purposes of this Agreement. If and when this agreement is terminated for whatever reason, the County shall have the option of purchasing the scoreboard at its fair market value at the time of the termination of this agreement. In the event the parties cannot agree on the fair market value of the scoreboard, then they will jointly select and pay for an appraiser who will establish the fair market value.

Article 3. Term

3.1 The Term of this agreement shall commence on January 1, 2007 and continue through December 31, 2016.

Article 4. Rent

4.1 The Club shall pay to the County rent in the amount of $258,000 per annum, payable as follows: $60,000 payable on or before June 30th of each year; $100,000

payable on or before September 30th of each year, and the balance payable on or before December 15th of each year. In the event the Club's season is changed to a long season, then the parties agree that they will enter into negotiations to increase the fixed rent amount paid to the County.

4.2 The Club shall pay to the County additional rent for each mass gathering that is held at the Stadium based on the following formula:

(a) More than one thousand five hundred (1,500) paying attendees, the sum of Five Thousand Dollars ($5,000.00).

(b) More than three thousand five hundred (3,500) paying attendees, the sum of Seven Thousand Five Hundred Dollars ($7,500.00).

(c) More than five thousand (5,000) paying attendees, the sum of Ten Thousand Dollars ($10,000.00).

(d) The Club shall make the payments of additional mass gathering rent, if any, to the County by February 15th, of each year.

(e) The Club and the County shall agree upon a method of verifying the paid attendees at each mass gathering event.

Article 5. Utility Costs

5.1 The Club shall be billed each month on a monthly average basis against the following caps: Twenty-Four Thousand Dollars ($24,000) in the aggregate per annum during the period 2007-2010 and Twenty-Eight Thousand Dollars ($28,000) per annum during the period 2011-2016 for its utility costs. The utility costs are defined as water, sewage, and heating. By February 15th of each year, the parties will reconcile the actual bills for the utilities and issue the necessary payments to each other within fifteen (15)

calendar days. If the actual utility bills for each year are over the cap, then the Club will reimburse the County for the amount over the cap. If the actual utility bills are below the cap, then the County will reimburse the Club the amount below the cap. To the extent that the water, sewage, and heating utility costs exceed the indicated cap amount for a particular year, the Club would receive a credit against the additional mass gathering rent which would otherwise be payable under paragraph 4.2. The Club is responsible for the payment of all electric costs attributable to its usage. The County shall explore and undertake reasonable efforts to include the Stadium in its negotiated arrangements with utility providers if such inclusion would result in cost savings for the Club.

Article 6. Use of Premises

6.1 Subject to the provisions of Article 6.3 and Article 6.4, the Club shall have the exclusive right to occupy and use the Stadium and all its facilities during the term of this agreement for the purpose of operating a professional baseball team and conducting or arranging for other events and activities at the Stadium.

6.2 Subject to the rights of the County as defined herein and circumstances beyond the control of the Club, the Club shall have the obligation and exclusive right to exhibit, promote and stage Baseball Games (which shall include practices and exhibition games) at the Stadium during the Term. The Club shall play all of its regularly scheduled home games at the Stadium, unless otherwise required by its professional baseball league or the County, in its reasonable discretion, approves an alternate location for selected games designed to promote regional interest in the Stadium and the Club.

6.3 The County shall have the right to require the Club to allow the Beacon City School District Senior Varsity Baseball team to have access to the Stadium for

the purpose of playing in up to three (3) of its league's Sectional and Statewide playoff games scheduled during the months of May and June, as well as four (4) other games played during those months, in any given year; provided, however, that such games shall not conflict with the Club's schedule of games. The Beacon City School District is responsible for the costs for security and handling the ticket sale activities for all of the baseball games mentioned in the previous sentence. The Club shall have the right to require the cancellation or re-scheduling of any game if, in its sole discretion, the playing field could be impaired for professional playing purposes. The Club shall not charge a separate facility rental fee for such games, but shall be entitled to reimbursement from the County for actual grounds keeping, clean up and other reasonable related expenses not to exceed Three Hundred Dollars ($300.00) per game. This amount shall increase to Three Hundred and Seventy-Five Dollars ($375.00) for the years 2012-2016.

6.4 The Club and the County shall consult on matters designed to bring events to the Stadium that are of interest to the County or otherwise benefit the public, such as public school graduations, job fairs and the like. In addition, the County shall have the right to disapprove non-baseball events proposed by the Club where the content of the event does not comport with prevailing community mores and standards or where the event causes unreasonable risk of injury to the participants, attendees or both.

6.5 The Club shall be entitled to receive and retain all revenues associated with Baseball Games, events or other activities at the Stadium, except for the additional rent for mass gathering events as outlined in Articles 1.3 and 4.2.

6.6 Groups that rent a portion of or the entire Stadium, may sell refreshments if the Club does not open the concession stands subject to such reasonable guidelines and

limitations as may be established by the Club. The groups must adhere to the Club's list of permitted products that can be sold at their events.

6.7 The County and the Club will mutually agree on a rental fee schedule for the non-baseball events that take place at the Stadium, which are not sponsored by the Club. The County and the Club will review the rental fee schedule annually and revise it as necessary.

6.8 The County has the right to hold non-revenue generating events, including but not limited to amateur baseball games, at the Stadium. The County shall consult with the Club prior to scheduling any non-revenue generating events to determine the Stadium's availability. The County will agree either to reschedule the event or not hold the event at all, if the Club advises the County that the playing field could be impaired for playing purposes or if the event may conflict with a Club baseball game or other event. The County shall reimburse the Club for its expenses, if any, in connection with any non-revenue generating events that it sponsors.

Article 7. Parking

7.1 The Club shall have the exclusive right during the term of the agreement to operate the parking concessions for Baseball Games and all other events and activities at the Stadium, and to retain all revenues therefrom.

Article 8. Concessions; Concessions Equipment

8.1 The Club shall have the exclusive right and obligation to operate and sell food, beverage and other concessions, as may be reasonably determined by the Club, for all Baseball Games, events and other activities at the Stadium during the Term.

8.2 The Club shall be entitled to engage one or more qualified sub-

concessionaires to assist the Club, as necessary, in providing concessions at the Stadium. If the Club engages any such sub-concessionaire, the Club shall be responsible to the County for the operation and provision of concessions to the same extent as if the Club provided the concessions directly without the use of the sub-concessionaire.

8.3 The County shall continue to own all of the concessions equipment at the Stadium as of the effective date of this Agreement with the Club's exclusive right to use said equipment as outlined in paragraph 8.1. The Club will maintain and repair said equipment. If the Club determines that it would rather replace some or all of the equipment, it may do so at its own cost and expense. Upon the expiration of the Term, the Club may take all such equipment. In the alternative, the Club can offer to sell said equipment to the County at its current fair market value.

8.4 The Club shall order, maintain and furnish concessions so as to provide adequate and efficient levels of service to individuals attending Baseball Games, events or other activities at the Stadium, and shall apply for and maintain licenses and permits required for the Club's operation and sale of concessions.

Article 9. Baseball, Grounds and Clubhouse Equipment

9.1 The County shall continue to own of all baseball equipment, pitching and batting screens and cages, field tarp and other such items which are at the Stadium as of the effective date of this Agreement for the Club's use at baseball practices, warm ups and games. The County shall maintain and repair such equipment. If the Club determines that it would rather replace some or all of said equipment, it may do so at its own cost and expense. Upon expiration of the Term, the Club may take all said equipment. In the alternative, the Club can offer to sell said equipment to the County at its current fair market value.

9.2 The County and the Club shall share responsibility for the procurement, maintenance and repair of equipment necessary to maintain the playing field and immediately adjacent areas at the Stadium to professional standards. Toward that end, the County will use its best efforts to make such equipment available for such purpose, without cost to the Club, from that which it owns or otherwise utilizes at other locations. To the extent such allocation of County resources is not sufficient, the County and the Club shall share equally the acquisition or lease cost of the necessary equipment, with the Club having responsibility for its proper maintenance.

9.3 The County shall continue to own the clubhouse and other equipment as listed in Schedule "A" annexed hereto. The County shall repair and maintain said equipment. The Commissioner of Public Works shall make the final determination, after consultation with the Club, concerning whether or not a particular piece of equipment is replaced or repaired. In making such determination, the Commissioner of Public Works shall be guided by the needs of the Club to conform to reasonably accepted professional baseball standards and conditions within the New York-Penn League. The County and the Club shall equally divide the cost of replacing said equipment.

Article 10. Other Repairs and Maintenance

10.1 The County's maintenance and repair responsibilities with regard to the Stadium are as follows:

(a) replacing burned out light bulbs and maintaining the light fixtures at the Stadium, including the light towers, which illuminate the playing field, and cleaning and re-aiming the lighting fixtures in the towers as necessary, and otherwise maintaining the lighting fixtures in accordance with professional baseball requirements.

(b) maintaining the external grounds of the Stadium including, without limitation, maintenance of the roadways and parking areas, maintaining suitable access to the Stadium, including necessary plowing during snow periods, and for winterizing the Stadium.

(c) for structural repairs and other maintenance, including painting, as necessary to the Stadium.

(d) maintaining, repairing and, if necessary, replacing the playing field drainage system and repairing any structural damage to the playing field caused by settling or other circumstances.

10.2 The Club's maintenance responsibilities with regard to the Stadium are as follows:

(a) ordinary maintenance of the playing field at the Stadium in order to provide playing conditions suitable for professional play including, without limitation, the natural turf areas, dirt areas, foul lines, base paths, pitchers mound, bullpens, warning track, coaches' boxes and the placement of a suitable covering over portions of the playing field as appropriate in the event of inclement weather.

(b) hiring a qualified individual or firm for the purpose of performing or overseeing ordinary maintenance, repairs and, if necessary replacements.

(c) providing ordinary custodial maintenance within the interior of the stadium, with special attention given to the restrooms, suites, locker rooms, seating areas, aisles and concession areas. The Stadium shall be cleaned within forty-eight (48) hours following Baseball Games and other events and activities, which the Club operates or sponsors at the Stadium.

Article 11. Advertising

11.1 The Club shall be entitled to receive and retain all revenues from advertising, sponsorships and promotions related to Baseball Games, events or other activities at the Stadium, and shall have the exclusive right to erect, place and sell advertising at the Stadium; provided, however, that the Club shall adhere to all applicable conditions and other legal requirements in placing its advertising at the Stadium including all required and customary safety precautions, and shall use good taste in a manner that is cognizant of community standards and the aesthetic quality and contemplated uses of the Stadium.

11.2 The Club shall neither erect nor place advertising signage on the roof of the Stadium, on the outer facings of the skybox portion of the Stadium, on the outer facings of the perimeter fencing surrounding the Stadium, on the wooden fencing to the rear of the Stadium bleachers or on the exterior of the buildings comprising the Stadium, in or about the unimproved areas that are between the Stadium and Rt. 9D or on the fences delineating such areas.

11.3 The Club shall not place advertising on the brick or block facing opposite the main level entranceway of the Stadium. However, informational boards listing sponsors, league standings and information, team lineups, players of the week and other player, team and league information, upcoming events and other information of a similar nature are permitted in this area.

11.4 The Club may place identifying signage listing the names of the Stadium vendors and suppliers, the products, pricing and other relevant information may be placed on the interior facing walls of Buildings A and B.

11.5 The Club shall be permitted to construct two additional pole mounted advertising signs adjacent to the stadium light poles either along or beyond the outfield fence.

These signs shall not be higher than the existing mounted signs. In the event that the second tier fence is extended to the left field side (which shall be at the sole discretion of the Club), all such pole-mounted signs shall be removed.

11.6 The Club shall have the right to place temporary banners or other temporary signage in the parking lot and adjacent areas in relation to events that will be held at the Stadium.

11.7 The County will consult with the club on the placement of a marquis or similar signage at the entrance to the Stadium from Rt. 9D that will, in addition to identifying the stadium as the home of the Renegades, provide information regarding baseball games and other events to be held at the Stadium.

11.8 The Club shall consult with the County prior to the construction or placement of non-excepted new advertising signage for the purpose of the County determining that the new signage complies with all codes and legal and reasonable safety requirements.

11.9 The Club shall be permitted to place advertising on the tarp and retain all revenues from said advertising.

Article 12. Broadcast Rights

12.1 The Club shall have the exclusive right to broadcast, televise and cablecast all of its Baseball Games, other events and activities held at the Stadium during the Term.

Article 13. Naming Rights

13.1 The County and the Club shall mutually consult with each other concerning the desirability and feasibility of marketing the naming rights to the playing field

and adjacent areas at the Stadium. In the event the County decides to permit the marketing of such rights, the Club will undertake efforts to accommodate that objective on terms and conditions acceptable to the County. The net proceeds from any such marketing arrangement shall be divided equally between the County and the Club.

Article 14. Security

14.1 The Club shall be responsible for providing appropriate security at its Baseball Games and, if necessary, other events and activities which it sponsors at the Stadium. The Club shall be responsible as well for providing appropriate security in the parking areas at the Stadium, which are used for it's Baseball Games and, if necessary, other events and activities which it operates or sponsors. The Club shall be responsible for traffic control on Route 9D in a manner designed to provide safe and efficient ingress to and egress from the parking entrance to the Stadium and to discourage pedestrian traffic crossing dangerously from the mall areas on the opposite side of Route 9D prior to, during and immediately following Baseball Games, events and other activities at the Stadium.

Article 15. Alterations and Improvements

15.1 The County reserves the right, at its expense, to make alterations and improvements at the Stadium; provided, however, that alterations and improvements that would materially affect the Club's use and occupancy of the Stadium shall be subject to the prior written approval of the Club, which shall not unreasonably be withheld.

15.2 The Club may make alterations and improvements to the Stadium, subject to the prior written approval of the County and a written agreement between the County and to the Club as to allocation of the expenses of such alterations and improvements between the parties and the manner in which the alterations and improvements shall be

accomplished. Upon expiration of the term of the agreement, the Club may remove alterations and improvements made by the Club at its expense if such removal can be accomplished without damage or injury to the Stadium; otherwise, such items shall become the property of the County at the expiration of the Term.

Article 16. Insurance

16.1 The Club shall maintain at is cost the insurance coverage described immediately below and, not less frequently than annually, shall provide evidence thereof to the County in the form of a certificate of insurance. Comprehensive general liability insurance shall be maintained by the Club in the amount of not less than Two Million Dollars ($2,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) in the aggregate and Five Million Dollars ($5,000,000.00) in excess liability coverage. In addition, the Club shall provide liquor liability coverage in the sum of One Million Dollars ($1,000,000.00) single limit. Such insurance shall include coverage for bodily injury and property damage, and the County and the Beacon City School District shall be listed as an additional insured on the policy. In addition, the Club shall maintain in force coverages as appropriate covering its property and equipment within the Stadium, including coverage for fire, theft and vandalism.

Article 17. Indemnification

17.1 The Club shall indemnify, defend and hold harmless the County and its representatives, officers, directors, duly authorized agents and employees from any and all claims, including attorneys fees, which are incurred by virtue of any act, omission or negligence of the Club, or of any occupant, visitor or user present at the Stadium in connection with the Club's activities.

17.2 The County shall indemnify, defend and hold harmless the Club and its

respective representatives, owners, officers, directors, duly authorized agents and employees from any and all claims, including attorneys fees, incurred by virtue of any act, omission or negligence of the County or of any occupant, visitor or user present at the Stadium in connection with the County's activities.

Article 18. Non-discrimination

18.1 The Club shall not discriminate against any employee or applicant for employment because of race, creed, color, disability, sex, sexual orientation or national origin. The Club will take action to insure that employees and applicants for employment are treated without regard to their race, creed, color, disability, sex, sexual orientation or national origin. As used in this Agreement, the term treated shall mean and include, without limitation, the following: recruited (whether by advertising or other means), compensated, selected for training (including apprenticeship), promoted, upgraded, demoted, downgraded, transferred, laid off and/or terminated. All advertising for employment by the Club at the stadium facility (other than baseball personnel) shall indicate that the club is an Equal Opportunity Employer.

Article 19. Casualty Loss; Condemnation

19.1 If the Stadium shall be partially or totally damaged or destroyed by fire or other casualty, the County at is expense shall repair the damage out of the proceeds of insurance or, if there is no third party insurance coverage, such risk retention or self-insurance program as may be applicable. The County shall use such proceeds to restore the Stadium, so much as such proceeds allow, to substantially the condition existing immediately prior to such fire or other casualty. In undertaking any such work of repair or restoration, the County shall proceed promptly and diligently to completion, subject to reasonable delays

beyond the County's control, with a view toward the operational and professional baseball requirements of the Club.

19.2 During any period beginning with the occurrence of any damage or destruction by fire or other casualty which renders the Stadium unfit or unusable for Club Baseball Games and ending upon completion of the work of repair and restoration, the rent payable under this Agreement shall temporarily abate and the other obligations of the Club under this Agreement shall be suspended to the extent appropriate in light of the extent of the fire or casualty suffered.

Article 20. Events of Default

20.1 The following events shall constitute an Event of Default by the Club under this Agreement:

(a) If the Club shall fail to pay any installment of rent due and such failure shall continue for thirty (30) days following its receipt of written notice of such failure from the County, other than any portion of rent subject to a good faith dispute between the Club and the County during the pendency of such dispute;

(b) The Club shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent or shall file any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other similar present or future applicable federal, state or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Club of all or a substantial part of its properties or of any interest of the Club in the Stadium;

(c) If within ninety (90) days after the commencement of any proceeding

against the Club seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other similar present or future applicable federal or state or other statute or law, such proceeding shall not have been dismissed or if, within ninety (90) days after the appointment of any trustee, receiver or liquidator of the Club of all or of a substantial part of its properties or of any interest of the Club in the Stadium, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated;

(d) If the Club shall abandon the Stadium and such abandonment shall continue for a period of thirty (30) days.

20.2 It shall constitute an Event of Default by the County under this Agreement if the County shall fail to observe or perform one or more of the provisions of this Agreement, or any representation of the County set forth in this Agreement, and such failure shall continue for a period of thirty (30) days after its receipt of written notice from the Club to such effect.

20.3 If an Event of Default shall occur, the party asserting the Event of Default at any time thereafter, at its option, may give written notice to the other stating that this Agreement shall expire and terminate on the date specified in such notice, which date shall be not less than ninety (90) days after the giving of such notice. Thereafter, this Agreement and all rights of the respective parties shall expire and terminate on the date specified in the notice as if that dates were the date fixed in this Agreement for the expiration of the Term. In the event of such termination, either party shall have the right to invoke any rights and remedies allowed at law or in equity, including specific performance, or by statute

or otherwise, that it may have without regard to such termination.

Article 21. Assignment

21.1 Neither party shall transfer its interest in this Agreement without the written consent of the other party, which shall not be unreasonably withheld.

Article 22. Entire Agreement

22.1 This Agreement shall represent the entire agreement between the parties and the parties hereto acknowledge and agree that, upon the execution of this Agreement, no previous communications between the parties, whether oral or written shall in any way bind the parties hereto. Any changes, additions or amendments, not herein otherwise provided for, must be in writing and signed by the parties hereto.

Article 23. Performance of Government Functions

23.1 Notwithstanding anything in this Agreement to the contrary, nothing contained in this Agreement shall in any way estop, limit or impair the County from exercising or performing any regulatory, policing, legislative, governmental or other powers or functions with respect to the Stadium.

Article 24. Independent Contractor

24.1 The parties agree that they are acting as independent contractors and that nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating, a partnership, joint venture, or any other such mutual relationship between the County and the Club except as expressly agreed to herein. Each party shall be responsible for its own separate debts, obligations and other liabilities.

Article 25. Severability

25.1 If any provision of this Agreement or its application to any person or

circumstances shall, to any extent, be or become invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

Article 26. Choice of Law

26.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Article 27. Binding Effect

27.1 All benefits, privileges, burdens, obligations and duties created by this Agreement shall bind, attach and inure to the benefit and burden of the successors and assigns of the County and the Club. This Article shall not be interpreted so as to confer any independent right to convey or transfer any such benefits, privileges, burdens, obligations and duties.

Article 28. Notices

28.1 Except where oral notice has been explicitly provided for in this Agreement, any notice required to the County or Club by the terms of this Agreement shall be in writing and be deemed given and received on the date of the mailing of such notice in writing to the County or the Club, as the case may be, provided such notice is transmitted by certified or registered mail, return receipt requested, postage prepaid, and addressed to the party due such notice as shown:

To the County:	Director of Parks 85 Sheafe Rd. Wappingers Falls, NY 12590
To the Club:	General Manager Hudson Valley Renegades P.O. Box 661 Fishkill, NY 12524

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ACCEPTED : COUNTY OF DUTCHESS

By: _____
William R. Steinhaus

KEYSTONE PROFESSIONAL BASEBALL CLUB, INC.

By: _____
Print Name: MARVIN S. GOLDKLANG
Title: CHAIRMAN

APPROVED AS TO FORM:

_____
County Attorney

APPROVED AS TO CONTENT:

_____
Commissioner of Public Works

Schedule A

List of Equipment:

- 1 Washer
- 2 Dryers
- 3 Training tables
- AC Units in suites
- 1 Ice Machine in Clubhouse
- 1 Whirlpool in Clubhouse
- 50 lockers in Clubhouse
- Netting behind home plate
- Furniture in the Clubhouse
- Carpet in Clubhouse
- 3 Dry-erase boards in Clubhouse

Schedule A

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Dutchess Community College

The capital program for Dutchess Community College (DCC) was developed in accordance with the Master Plan. Fifty percent of the capital construction costs are provided through New York State funds; thus, the proposed projects are subject to review and approval at the state level. The County portion of the capital construction costs is financed first through capital charge-back revenues. Capital charge-back revenues are monies for out-of-county students attending DCC paid by the county in which those students reside. Any projects for which the required County portion of the funding would exceed the available charge-back monies would require the approval of a County bonding resolution to provide the additional funds needed.

		2019	2019	2020	2021	2022	2023	Other than County Sources	
Pri	Project	Total Est. Project Cost	Projected County Share	Total Est. Project Cost	Total Est. Project Cost	Total Est. Project Cost	Total Est. Project Cost	% / Projected Amount	Source
1	**Campus Infrastructure - Phase 3 - Construction**	676.0	338.0	0.0	0.0	0.0	0.0	50% / 338.0	SUNY Office of Capital Facilities
	This phase updates the electrical service (switch gear, transformers and main cabling) in Taconic Hall, Orcutt Student Services Building, and the Greenspan Daycare Center.								
2	**Design and Construct Falcon Hall Boiler Replacement**	518.0	259.0	0.0	0.0	0.0	0.0	50% / 259.0	SUNY Office of Capital Facilities
	The project will replace the boilers with new dual-fuel fired units and replace all pumps and accessories.								
3	**Falcon Hall Masonry Repairs**	207.0	103.5	0.0	0.0	0.0	0.0	50% / 103.5	SUNY Office of Capital Facilities
	The project will consist of repairing the building's damaged brick façade, replacing hollow metal doors and frames, and painting/replacing sealants where necessary.								
4	**Purchase Creek Road Property**	175.0	87.5	0.0	0.0	0.0	0.0	50% / 87.5	SUNY Office of Capital Facilities
	The funding will allow for the purchase and remediation of the property. The remediation will include tear down and removal of the existing dilapidated structures. The property will then be excavated and developed for future growth.								

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Dutchess Community College

Pri	Project	2019 Total Est. Project Cost	2019 Projected County Share	2020 Total Est. Project Cost	2021 Total Est. Project Cost	2022 Total Est. Project Cost	2023 Total Est. Project Cost	Other than County Sources % / Projected Amount	Other than County Sources Source
5	**Washington Hall Lab Exhaust Improvements** *To relocate and replace the lab exhaust intake louvers to correct indoor air quality concerns. Work would involve ductwork modifications, relocation of three or four exhaust fans within the mechanical room, and the addition of an exhaust louver.*	577.0	288.5	0.0	0.0	0.0	0.0	50% / 288.5	SUNY Office of Capital Facilities
6	**Washington Hall Masonry Repairs** *The work will include resetting the stone sills, scraping and painting the lintels, remediating the source of the water infiltration, and repointing and cleaning the brick.*	119.0	59.5	0.0	0.0	0.0	0.0	50% / 59.5	SUNY Office of Capital Facilities
1	**Design New Academic Building** *Design of a new 50,000 gross square foot academic building to create new instructional and student space. This will also allow for the complete renovation of Hudson Hall (Phase 1 and Phase 2) and Taconic Hall.*	0.0	0.0	857.0	0.0	0.0	0.0	50% / 428.5	SUNY Office of Capital Facilities
2	**Upgrade Campus IT Infrastructure Phase 1** *This project will permit the college to provide and maintain efficient, effective, and state-of-the-art information technology components, network backbone, speed, and capacity to support the educational and administrative mission of the institution.*	0.0	0.0	554.0	0.0	0.0	0.0	50% / 277.0	SUNY Office of Capital Facilities
1	**Construct New Academic Building** *Construction phase of new academic building.*	0.0	0.0	0.0	TBD	TBD	0.0		SUNY Office of Capital Facilities

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Dutchess Community College

Pri	Project	2019 Total Est. Project Cost	2019 Projected County Share	2020 Total Est. Project Cost	2021 Total Est. Project Cost	2022 Total Est. Project Cost	2023 Total Est. Project Cost	Other than County Sources % / Projected Amount	Other than County Sources Source
2	**Upgrade Campus IT Infrastructure Phase 2**	0.0	0.0	0.0	TBD	0.0	0.0		SUNY Office of Capital Facilities
	This project will permit the college to provide and maintain efficient, effective, and state-of-the-art information technology components, network backbone, speed, and capacity to support the educational and administrative mission of the institution.								
3	**Planning, Design and Renovations - Various Buildings**	0.0	0.0	0.0	TBD	TBD	TBD		SUNY Office of Capital Facilities
	This project will fund planning, design and construction costs for renovations and alterations at various buildings identified through the College's 2018 Comprehensive Academic and Facilities Master Plan. Costs will include professional services (planning, studies, design, construction management & inspection, testing, etc.) and construction services, including hazardous materials abatement, if necessary. Costs will also include purchase of materials and equipment as needed.								
	TOTAL - Dutchess Community College	**2,272.0**	**1,136.0**	**1,411.0**	**0.0**	**0.0**	**0.0**		

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Planning & Development

The Department of Planning and Development is responsible for comprehensive county-wide planning, Greenway program implementation, farmland and open space preservation, review of municipal planning and zoning development projects, planning assistance to local governments, community development, housing and prevention of homelessness, comprehensive transportation planning and capital programming, implementation of the Agency Partner Grant (APG) and Municipal Innovation Grant (MIG) programs, public information, citizen participation, and comprehensive mapping and geographic information systems (GIS) data.

		2019	2019	2020	2021	2022	2023	Other than County Sources	
Pri	Project	Total Est. Project Cost	Projected County Share	Total Est. Project Cost	Total Est. Project Cost	Total Est. Project Cost	Total Est. Project Cost	% / Projected Amount	Source
1	**Partnership for Manageable Growth (PMG)**	1,000.0	1,000.0	1,000.0	1,000.0	1,000.0	0.0		
	Protecting important agricultural and open space resources is essential to Dutchess County's agriculture and tourism industries; protects environmental quality, supports biodiversity and mitigates the impacts of development. County Matching grants allow us to leverage funding from federal, state, local and private sources. Inclusion of PMG funding in the Capital Budget fulfills NYS requirements for documentation of the County's long-term commitment to funding partnerships.								
TOTAL - Planning & Development		**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**	**0.0**		

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Public Works - Airport

Hudson Valley Regional Airport serves a broad base of aviation-related activities. The continued maintenance of facilities for general aviation is important for economic development.

Pri	Project	2019 Total Est. Project Cost	2019 Projected County Share	2020 Total Est. Project Cost	2021 Total Est. Project Cost	2022 Total Est. Project Cost	2023 Total Est. Project Cost	Other than County Sources: % / Projected Amount	Other than County Sources: Source
1	**Replace Snow Removal Equipment: Plow/Material Spreader Trucks** *Replace existing 2000 Oshkosh plow/spreader trucks with two new trucks, one in 2019 and one in 2021.*	350.0	17.5	0.0	350.0	0.0	0.0	5% / 35.0 90% / 630.0	NYSDOT FAA
1	**Airport Master Plan Update** *Update existing Airport Master Plan.*	435.0	21.8	0.0	0.0	0.0	0.0	5% / 21.7 90% / 391.5	NYSDOT FAA
2	**Airport Guidance Sign Replacements (Design)** *Replacement of airfield guidance signs and devices at runways and taxiways. This project is design services and environmental assessment services only.*	66.0	3.3	0.0	0.0	0.0	0.0	5% / 3.3 90% / 59.4	NYSDOT - Aviation Division FAA
1	**Appraisals & Pre-Negotiation for Easement Acquisition (Runway 6/24)** *Appraisals and pre-negotiation for easement acquisitions for runway 6/24 associated with off-airport obstruction removal project.*	0.0	0.0	84.0	0.0	0.0	0.0	5% / 4.2 90% / 75.6	NYSDOT FAA
1	**On-Airport Obstruction Removal (Construction)** *Removal of on-airport obstructions.*	0.0	0.0	0.0	1,102.0	0.0	0.0	5% / 55.1 90% / 991.8	NYSDOT FAA

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Public Works - Airport

Pri	Project	2019 Total Est. Project Cost	2019 Projected County Share	2020 Total Est. Project Cost	2021 Total Est. Project Cost	2022 Total Est. Project Cost	2023 Total Est. Project Cost	Other than County Sources % / Projected Amount	Source
1	**On-Airport Obstruction Removal (Design & Permitting)**	0.0	0.0	98.0	0.0	0.0	0.0	5% / 4.9 90% / 88.2	NYSDOT FAA
	Removal of objects that have been identified by FAA as possible hazards to aircraft within the airport property.								
2	**Terminal Apron and Taxiways E & F Rehabilitation (Design and Permitting)**	0.0	0.0	140.0	0.0	0.0	0.0	5% / 7.0 90% / 126.0	
	Rehabilitate pavement surface at the airport terminal apron and taxiways E & F. Project may include pavement and drainage repairs, and may also include full depth pavement reconstruction as needed. New pavement striping will be included as needed.								
3	**Runway 6/24 Safety Area Improvements (Final Design)**	0.0	0.0	300.0	0.0	0.0	0.0	5% / 15.0 90% / 270.0	NYSDOT FAA
	Project involves removal of the EMAS (Engineered Material Arresting System) and creates a runway safety area at both ends of runway 6/24. Project will include removal of EMAS, relocation of navigation aids and runway guidance signs as needed, and new pavement striping as needed.								
5	**Airport Guide Sign Replacements (Construction)**	0.0	0.0	TBD	0.0	0.0	0.0	5% / 37.7 90% / 679.5	NYSDOT FAA
	Replacement of airfield guidance signs and devices at runways and taxiways. This project is design services and environmental assessment services only..								
3	**Replace Runway Lighting (Design)**	0.0	0.0	0.0	58.0	0.0	0.0	5% / 2.9 90% / 52.2	NYSDOT FAA
	This project is for the design of in-pavement runway light replacements for runway 6/24. Included are existing edge light removals, replacement with new in-pavement elevated edge lights, associated cable and transformer replacements, and the installation of drainage conduit where possible to direct water infiltrating the lighting system to established drainage conveyances.								

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Public Works - Airport

Pri	Project	2019 Total Est. Project Cost	2019 Projected County Share	2020 Total Est. Project Cost	2021 Total Est. Project Cost	2022 Total Est. Project Cost	2023 Total Est. Project Cost	Other than County Sources % / Projected Amount	Source
4	**Runway 6/24 Safety Area Improvements (Construction)**	0.0	0.0	0.0	2,083.0	0.0	0.0	5% / 104.1 90% / 1,874.7	NYSDOT FAA
	Project involves removal of the EMAS (Engineered Material Arresting System) and creates a runway safety area at both ends of runway 6/24. Project will include removal of EMAS, relocation of navigation aids and runway guidance signs as needed, and new pavement striping as needed.								
1	**Appraisals & Pre-Negotiation for Easement Acquisition at the "33" End of Runway 15/33**	0.0	0.0	0.0	72.0	72.0	0.0	3% / 3.6 45% / 64.8	NYSDOT FAA
	Appraisals and pre-negotiation for acquiring property and/or property rights needed for the removal of obstructions off-airport at the "33" end of runway 15/33.								
2	**Terminal Apron and Taxiways E & F Rehabilitation (Construction)**	0.0	0.0	0.0	0.0	TBD	0.0	5% / 74.8 90% / 1,347.3	NYSDOT FAA
	Rehabilitate pavement surface at the airport terminal apron and taxiways E & F. Project may include pavement and drainage repairs, and may also include full depth pavement reconstruction as needed. New pavement striping will be included as needed.								
3	**Obstruction Removal, Off-Airport, Runway 6/24 (Design & Permitting)**	0.0	0.0	0.0	82.0	414.8	0.0	3% / 16.8 77% / 381.2	NYSDOT FAA
	Design and permitting for off-airport obstruction removal at runway 6/24.								
1	**Appraisal & Pre-Negotiation for Easement Acquisition at the "15" End of Runway 15/33**	0.0	0.0	0.0	0.0	0.0	140.0	5% / 7.0 90% / 126.0	NYSDOT FAA
	Appraisal and pre-negotiation activities for acquiring property and rights to remove off-airport obstructions at the "15" end of runway 15/33.								

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Public Works - Airport

Pri	Project	2019 Total Est. Project Cost	2019 Projected County Share	2020 Total Est. Project Cost	2021 Total Est. Project Cost	2022 Total Est. Project Cost	2023 Total Est. Project Cost	Other than County Sources % / Projected Amount	Source
2	**Obstruction Removal, Off-Airport, Runway 6/24 (Construction)** *Removal of obstructions off-airport at runway 6/24.*	0.0	0.0	0.0	0.0	0.0	651.0	5% / 32.5 90% / 585.9	NYSDOT FAA
3	**Replace Runway Lighting (Construction)** *This project is for the construction of in-pavement runway light replacements for runway 6/24. Included are existing edge light removals, replacement with new in-pavement elevated edge lights, associated cable and transformer replacements, and the installation of drainage conduit where possible to direct water infiltrating the lighting system to established drainage conveyances.*	0.0	0.0	0.0	0.0	0.0	TBD	5% / 20.3 90% / 366.3	NYSDOT FAA
	TOTAL - Public Works - Airport	**851.0**	**42.6**	**1,377.0**	**3,747.0**	**1,983.8**	**1,198.0**		

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Public Works - Buildings Division

The Buildings Division of the Dutchess County Department of Public Works has the responsibility for the rehabilitation and maintenance of County-owned buildings, parking lots, and other facilities.

Pri	Project	2019 Total Est. Project Cost	2019 Projected County Share	2020 Total Est. Project Cost	2021 Total Est. Project Cost	2022 Total Est. Project Cost	2023 Total Est. Project Cost	Other than County Sources: % / Projected Amount	Other than County Sources: Source
1	**Roof Replacements at Various Buildings**	500.0	500.0	500.0	500.0	500.0	500.0		
	This project will fund replacement or major repairs of roofs at various County buildings.								
1	**HVAC Piping & Infrastructure Replacement Program - Various Buildings**	2,000.0	2,000.0	2,000.0	2,000.0	1,500.0	1,500.0		
	This project will fund replacement and upgrades of HVAC systems at various County buildings.								
1	**Planning, Design and Renovation - Various Buildings**	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0		
	This project will fund planning, design and construction costs for renovations and alterations at various County buildings. Costs will include professional services (planning, studies, design, construction management & inspection, testing, etc.) and construction services, including hazardous materials abatement. Costs will also include purchase of materials and equipment as needed.								
1	**Petroleum Bulk Storage Projects - Various Locations**	250.0	250.0	250.0	250.0	250.0	250.0		
	This project will fund upgrades, repairs and removal of petroleum bulk storage tanks and facilities at various locations throughout the County.								
1	**Energy Efficiency Upgrades**	500.0	500.0	500.0	500.0	500.0	500.0		
	This project will fund energy efficiency upgrades at various county facilities. Projects may include: modernization or replacement of heating and cooling systems or equipment to achieve increased energy efficiency; installation of new systems to take advantage of new technologies; and the installation of solar powered electric car charging stations at various locations throughout the County.								

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Public Works - Buildings Division

Pri	Project	2019 Total Est. Project Cost	2019 Projected County Share	2020 Total Est. Project Cost	2021 Total Est. Project Cost	2022 Total Est. Project Cost	2023 Total Est. Project Cost	Other than County Sources % / Projected Amount	Source
1	Youth Services Center	350.0	350.0	1,150.0	0.0	0.0	0.0		
	Planning, design and renovations for new Youth Services Center.								
	TOTAL - Public Works - Buildings Division	**6,100.0**	**6,100.0**	**6,900.0**	**5,750.0**	**5,250.0**	**5,250.0**		

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Public Works - Engineering Division

The Engineering Division of the Dutchess County Department of Public Works is responsible for the engineering-related maintenance of County roadways. The Department maintains a total of 328 bridges and drainage structures with spans over five feet. The Dutchess County Highway System consists of 395 miles of roads with storm drainage and traffic control devices.

		2019	2019	2020	2021	2022	2023	Other than County Sources	
Pri	Project	Total Est. Project Cost	Projected County Share	Total Est. Project Cost	Total Est. Project Cost	Total Est. Project Cost	Total Est. Project Cost	% / Projected Amount	Source
1	**Highway & Bridge Improvements and Reconstruction - County Funded**	9,800.0	5,800.0	8,500.0	9,000.0	9,250.0	9,000.0	44% / 20,000.0	NYSDOT, CHIPs* (2019 CHIPs funding = $4,000.)
	This project funds highway improvements, bridge replacement or reconstruction, traffic safety projects, drainage system replacements and repairs, pavement management programs, parking lot improvements, and traffic signal and signage improvements. Costs include professional services for design and inspection, acquisition of right-of-way, construction services, and purchase of materials.								
	**The projected $20 million in CHIPs funding will partially offset County costs over the 5-year project period.*								
	TOTAL - Public Works - Engineering Division	9,800.0	5,800.0	8,500.0	9,000.0	9,250.0	9,000.0		

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Public Works - Highway Division

The Highway Division is responsible for overseeing numerous programs to maintain the County's 395 centerline miles of roads, 140 bridges and 178 drainage structures.

		2019	2019	2020	2021	2022	2023	Other than County Sources	
Pri	Project	Total Est. Project Cost	Projected County Share	Total Est. Project Cost	Total Est. Project Cost	Total Est. Project Cost	Total Est. Project Cost	% / Projected Amount	Source
1	**Department of Public Works Capital Equipment**	1,646.0	1,575.8	1,565.0	1,487.0	1,400.0	1,580.0	1% / 70.2	FAA
	Purchase replacement trucks and machinery for the Department of Public Works.								
1	**Replacement Vehicles for Various Departments**	525.0	525.0	540.0	555.0	570.0	585.0		
	Replacement vehicles for various County departments and agencies, except the Sheriff's Office.								
1	**Law Enforcement Replacement Vehicles**	650.0	650.0	675.0	700.0	725.0	750.0		
	Replacement law enforcement vehicles and equipment for the Sheriff's Office.								
TOTAL - Public Works - Highway Division		**2,821.0**	**2,750.8**	**2,780.0**	**2,742.0**	**2,695.0**	**2,915.0**		

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Public Works - Parks

The Department of Public Works Parks Division is responsible for the development and maintenance of County parks (Wilcox, Bowdoin and Quiet Cove Riverfront Park), and the Dutchess County portion of the Harlem Valley Rail Trail and the Dutchess Rail Trail. Wilcox Park, located in the Town of Milan, covers 615 acres of mostly wooded terrain. Bowdoin Park, purchased by the County in 1975, includes 301 acres along the Hudson River in the Town of Poughkeepsie. Quiet Cove Riverfront Park is leased property of 27 acres along the Hudson River.

		2019	2019	2020	2021	2022	2023	Other than County Sources	
Pri	Project	Total Est. Project Cost	Projected County Share	Total Est. Project Cost	Total Est. Project Cost	Total Est. Project Cost	Total Est. Project Cost	% / Projected Amount	Source
1	**Parks Master Plan Implementation and Design**	1,000.0	1,000.0	1,000.0	1,000.0	0.0	0.0		
	Implementation of recommendations that will be developed through the Parks Master Plan process. Each year's funding will include implementation of current projects and design of next year's phase.								
	TOTAL - Public Works - Parks	**1,000.0**	**1,000.0**	**1,000.0**	**1,000.0**	**0.0**	**0.0**		

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Public Works - Public Transit

The primary mission of the Division of Public Transit is to provide Dutchess County with a safe, efficient, accessible and reliable public transportation system.

Pri	Project	2019 Total Est. Project Cost	2019 Projected County Share	2020 Total Est. Project Cost	2021 Total Est. Project Cost	2022 Total Est. Project Cost	2023 Total Est. Project Cost	Other than County Sources % / Projected Amount	Source
1	**Transit Facility Rehabilitation - Envelope Project (Windows & Insulation)**	1,650.0	165.0	0.0	0.0	0.0	0.0	10% / 165.0 80% / 1,320.0	NYSDOT FTA
	Transit Facility Rehabilitation including but not limited to replacement of exterior windows, and insulation of exterior walls, in the transit facility.								
1	**Replace Four (4) 30' Medium Duty Diesel (International) Buses**	0.0	0.0	1,620.0	0.0	0.0	0.0	10% / 162.0 80% / 1,296.0	NYSDOT FTA
	Project will replace four (4) 30' medium duty diesel buses (International).								
1	**Replace six (6) 40' Heavy Duty Diesel (Orion) Buses**	0.0	0.0	0.0	0.0	2,850.0	0.0	10% / 285.0 80% / 2,280.0	NYSDOT FTA
	Project will replace six (6) 40' heavy duty diesel buses (Orion).								
2	**Replace nine (9) 30' Medium Duty Diesel (International) Buses**	0.0	0.0	0.0	0.0	3,645.0	0.0	10% / 364.5 80% / 2,916.0	NYSDOT FTA
	Project will replace nine (9) 30' medium duty diesel buses (International).								
	TOTAL - Public Works - Public Transit	**1,650.0**	**165.0**	**1,620.0**	**0.0**	**6,495.0**	**0.0**		

2019 - 2023 Capital Program Requests for Dutchess County ($000)

Water & Wastewater Authority

The Dutchess County Water and Wastewater Authority was created to identify and seek solutions to water and wastewater problems in the County. The provision of adequate central water and sewer service is crucial. The most common problems that municipalities face in implementing water and sewer projects are lack of funding and the inability to build future capacity into systems.

Pri	Project	2019 Total Est. Project Cost	2019 Projected County Share	2020 Total Est. Project Cost	2021 Total Est. Project Cost	2022 Total Est. Project Cost	2023 Total Est. Project Cost	Other than County Sources % / Projected Amount	Source
1	**Central Dutchess Water Transmission Line Water Storage Facility**	TBD	TBD	TBD	TBD	0.0	0.0		
	The final size and location of the storage facility will be determined as part of the project design process and will depend on the project participants and needs identified. Project costs will be determined once other participants and their potential needs are identified. Phase 1 of the project, to occur in 2019 and 2020, would include an evaluation of potential sites, required environmental investigations, engineering design and land acquisition. Construction would proceed as Phase 2, potentially beginning in 2020, upon reaching agreement with project partners.								
TOTAL - Water & Wastewater Authority		TBD	TBD	TBD	TBD	0.0	0.0		
TOTAL - ALL DEPARTMENTS		25,494.0	17,994.4	24,588.0	23,239.0	26,673.8	18,363.0		

Resolution 2018288, A RESOLUTION AUTHORIZING THE ISSUANCE OF $2,424,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PART OF THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE DUTCHESS COUNTY STADIUM, IN AND FOR SAID COUNTY, was offered and defeated at the November 13, 2018, Board Meeting, and reconsidered and adopted on December 3, 2018.

Discussion on November 13, 2018, proceeded as follows:

On motion by Legislator Houston, duly seconded by Majority Leader Sagliano, discussion on Resolution No. 2018288 proceeded as follows:

Assistant Minority Leader Munn called point of order to allow everyone to say their peace and move forward.

The point of order was not recognized by the chair who had already acknowledged Legislator Edwards for her remarks.

Legislator Tyner stated that none of this money should be going to pay-to-play.

Legislator Miccio called point of order because this resolution was not about pay-to-play.

At this time, Chair Pulver entertained a motion from the floor, which was seconded and carried, for a Democratic Caucus.

At this time, Chair Pulver entertained a motion from the floor, which was seconded and carried, to resume the regular order of business.

Assistant Minority Leader Munn Moved the Question, seconded by Legislator Edwards.

Roll call on Moving the Question, resulted as follows:

AYES:	22	Pulver, Sagliano, Bolner, Munn, Borchert, Keith, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Amparo, Incoronato, Zernike, Miccio, Page, Garito, Thomes, Surman, Houston
NAYS:	0	
ABSENT:	3	Black, Llaverias, Horton

Motion adopted.

Roll call on resolution resulted as follows:

AYES:	13	Pulver, Sagliano, Bolner, Borchert, Keith, Truitt, Jeter-Jackson, Metzger, Incoronato, Miccio, Garito, Thomes, Houston
NAYS:	9	Munn, Edwards, Johnson, Tyner, Amparo, Zernike, Page, Surman, Brendli
ABSENT:	3	Black, Llaverias, Horton

Resolution defeated.

Discussion on December 3, 2018, proceeded as follows:

Chair Pulver requested Legislative Counsel to review the requirements to reconsider a resolution.

Legislative Counsel Volkman stated under our rules and under Roberts Rules a motion to reconsider is appropriate under certain conditions. This meeting is a viable avenue for a motion to reconsider. The basic rules are that a motion to reconsider must be made by someone who voted with the prevailing side on the resolution in question. So, in this case, the resolution was defeated so the prevailing side is anyone that voted no and I believe that there were nine no votes so any one of those nine members who voted no can make the motion to reconsider. It has to be seconded, but anyone can second it no matter how you voted on the first resolution. It is debatable. The merits of the underlying resolution can be considered at that time. It requires a majority vote so even though this vote requires a majority vote to pass a motion to reconsider simply requires a majority vote. Once there is a vote on it, if it's successful, then the debate can continue on the merits of the underlying resolution and a vote on that will again require a two thirds majority vote or 17 at that time.

Legislator Surman moved to reconsider Resolution No. 2018288, duly seconded by Assistant Minority Leader Munn.

Roll call on motion to reconsider resulted as follows:

AYES:	25	Amparo, Black, Bolner, Borchert, Brendli, Edwards, Garito, Horton, Houston, Incoronato, Jeter-Jackson, Johnson, Keith, Llaverias, Metzger, Miccio, Munn, Page, Pulver, Sagliano, Surman, Thomes, Truitt, Tyner, Zernike
NAYS:	0	
ABSENT:	0	

Motion adopted.

Roll call on resolution resulted as follows:

AYES:	25	Amparo, Black, Bolner, Borchert, Brendli, Edwards, Garito, Horton, Houston, Incoronato, Jeter-Jackson, Johnson, Keith, Llaverias, Metzger, Miccio, Munn, Page, Pulver, Sagliano, Surman, Thomes, Truitt, Tyner, Zernike
NAYS:	0	
ABSENT:	0	

Resolution adopted.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	1	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*	2	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	3	
District 4 - Town of Hyde Park	Black*		1
District 20 - Town of Red Hook/Tivoli	Munn*	4	
District 8 - City and Town of Poughkeepsie	Brendli	5	
District 12 - Town of East Fishkill	Metzger	6	
District 14 - Town of Wappinger	Amparo		2
District 15 - Town of Wappinger	Incoronato (VC)	7	
District 16 - Town of Fishkill and City of Beacon	Zernike		3
District 17 - Town and Village of Fishkill	Miccio (C)	8	
District 24 - Towns of Dover and Union Vale	Surman	9	

Present: 12 **Resolution:** ✓ **Total :** 9 (Yes) 3 (No)

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018288 A RESOLUTION AUTHORIZING THE ISSUANCE OF $2,424,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PART OF THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE DUTCHESS COUNTY STADIUM, IN AND FOR SAID COUNTY

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

Assistant Minority Leader Munn motioned to "Call the Question" duly seconded by Legislator Edwards

11/13/18
2018288

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 13 9

Absent: 3 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

defeated

2018288 A RESOLUTION AUTHORIZING THE ISSUANCE OF $2,424,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PART OF THE COST OF THE CONSTRUCTION OF IMPROVEMENTS TO THE DUTCHESS COUNTY STADIUM, IN AND FOR SAID COUNTY

November 13, 2018

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 (Yes) 0 (No)

Absent: 0 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

A Surman motion to reconsider Resolution 2018288

2018288
12/3/18

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

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

Vacant: 0 **Abstentions:** 0

2018 DEC -4 AM 8:50 Resolution # 2018288

12/3/18

2018288

PUBLIC WORKS & CAPITAL PROJECTS

DISCUSSION ONLY

RESOLUTION NO. 2018289

BOND RESOLUTION DATED DECEMBER 6, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $6,797,300 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS COUNTY BUILDINGS, IN AND FOR SAID COUNTY.

WHEREAS, all conditions precedent to the financing of the capital projects hereinafter described have been performed and, in the case of compliance with the provisions of the State Environmental Quality Review Act ("SEQRA"), will be performed on a project-by-project, site-by-site basis before the financing of any particular project; and

WHEREAS, the SEQRA analysis will be conducted on a site specific basis regarding the improvements to each County building; and

WHEREAS, the County of Dutchess cannot borrow pursuant to this resolution as to any particular building prior to completion of said SEQRA analysis and determination of status pursuant to SEQRA and the regulations promulgated thereunder; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE

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

Section 1. Reconstruction of various County buildings, in and for the County of Dutchess, New York, including site improvements, and original furnishings, equipment,

machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of $6,797,300.

Section 2. It is hereby determined that the plan for the financing of the aforesaid class of objects or purposes is by the issuance of $6,797,300 serial bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is 25 years, pursuant to subdivision 12(a)(1) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County of Dutchess, New York, by the manual or facsimile signature of the Commissioner of

Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

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

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

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

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

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

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

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

CERTIFICATION FORM

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

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

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on December 6, 2018, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 24 ayes and 0 noes, with 1 members being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on December 14, 2018, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

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

Newspaper and/or other news media	Date given
Southern Dutchess News	December 4, 2018
Poughkeepsie Journal	December 4, 2018

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

Designated Location(s) of posted notice	Date of Posting
22 Market Street, 6th Floor, County Office Building Poughkeepsie, NY 12601	December 4, 2018

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 7th day of December 2018.

Clerk, County Legislature

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/14/2018

LEGAL NOTICE OF ESTOPPEL

The following entitled bond resolution, a summary of which is published herewith, has been adopted on December 6, 2018, 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,
December 7, 2018.

Clerk, County Legislature

RESOLUTION NO. 2018289,

BOND RESOLUTION DATED DECEMBER 6, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $6,797,300 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS COUNTY BUILDINGS, IN AND FOR SAID COUNTY.

Class of objects or purposes:	Reconstruction of various County buildings
Period of probable usefulness:	25 years
Maximum estimated cost:	$6,797,300
Maximum amount of bonds to be issued:	$6,797,300 bonds
SEQRA status:	SEQRA compliance materials will be on file in the office of the Clerk of the County Legislature upon final determination thereof. No financing shall occur prior to site-specific SEQRA compliance.

DPW 2018 Buildings

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	$6,797,300	$271,892	$258,297	$530,189
2	6,525,408	271,892	247,966	519,858
3	6,253,516	271,892	237,634	509,526
4	5,981,624	271,892	227,302	499,194
5	5,709,732	271,892	216,970	488,862
6	5,437,840	271,892	206,638	478,530
7	5,165,948	271,892	196,306	468,198
8	4,894,056	271,892	185,974	457,866
9	4,622,164	271,892	175,642	447,534
10	4,350,272	271,892	165,310	437,202
11	4,078,380	271,892	154,978	426,870
12	3,806,488	271,892	144,647	416,539
13	3,534,596	271,892	134,315	406,207
14	3,262,704	271,892	123,983	395,875
15	2,990,812	271,892	113,651	385,543
16	2,718,920	271,892	103,319	375,211
17	2,447,028	271,892	92,987	364,879
18	2,175,136	271,892	82,655	354,547
19	1,903,244	271,892	72,323	344,215
20	1,631,352	271,892	61,991	333,883
21	1,359,460	271,892	51,659	323,551
22	1,087,568	271,892	41,328	313,220
23	815,676	271,892	30,996	302,888
24	543,784	271,892	20,664	292,556
25	271,892	271,892	10,332	282,224
TOTAL		$6,797,300	$3,357,866	$10,155,166
AVG. PER YEAR		$271,892	$134,315	$406,207

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL		$6,797,300	
ANTICIPATED INTEREST RATE			3.80%
TERM	25 YEARS	ANTICIPATED FEES:	$67,300
ANTICIPATED ANNUAL COST (PRIN + INT):			$406,207
TOTAL PAYBACK (ANNUAL COST x TERMS):			$10,155,166

PREPARED BY HEIDI SEELBACH

H0528/EA0528 - 2018 Building Repairs/Renovation

APPROPRIATIONS

Increase

H0528.1620.3150	Building - Reconstruction	$5,670,000
H0528.1620.4401.105	Professional Services Consultants	$635,000
H0528.1620.3110	Other Structures	$200,000
H0528.1620.2700	Furniture, Fixtures, and Equipment	$200,000
H0528.1620.3900	Bond Issuing Costs	$67,050
		$6,772,050
EA0528.5610.3150	Building - Reconstruction	$20,000
EA0528.5610.4401.105	Professional Services Consultants	$5,000
EA0528.5610.3900	Bond Issuing Costs	$250
		$25,250

REVENUES

Increase

H0528.1620.57100	Serial Bonds	$6,772,050
		$6,772,050
EA0528.5610.57100	Serial Bonds	$25,250
		$25,250

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: W.F.X. O'Neil, Deputy County Executive

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

DATE: October 9, 2018

SUBJECT: RESOLUTION REQUEST – CAPITAL BUILDING PROJECT

The Department of Public Works is seeking to undertake capital building improvements at various County-owned facilities. The individual improvements are listed below with a brief description and estimate of probable costs.

Board of Elections, 47 Cannon Street – Install new restroom on first floor to comply with Americans with Disability Act (ADA) requirements. Cost includes asbestos abatement, demolition, construction, and consultant fees for design and construction monitoring. Estimated cost $70,000.

Department of Probation and Community Corrections, 50 Market Street – Installation of new carpet. Work includes removal and disposal of existing carpet, installation of new carpet, and related work. Estimated cost $160,000.

County Clerk, 22 Market Street and 170 Washington Street – Install new high-density file system and relocate existing high-density file system. Work includes removal of existing high-density file system from 22 Market Street and re-installing it at 170 Washington. Street. New high-density file system to be purchased and installed at 22 Market Street. Cost includes consultant fees for design of flooring and file systems, purchase of new file system, removal and relocation of existing file system, and related work. Estimated cost $140,000.

Roofing Master Plan – County wide. Develop assessment and recommendation report for roof projects on various County-owned facilities. Work includes consultant costs to develop report. Estimated cost $160,000.

626 Dutchess Turnpike, Poughkeepsie, New York 12603
www.dutchessny.gov

Roof Repairs/Replacements – Various locations. Work includes removal and disposal of existing roofing, asbestos abatement, carpentry repairs, and consultant design fees as needed at an estimated cost $525,000. The roof at the Pilots Building at Hudson Valley Regional Airport will also be replaced at an estimated cost of $25,000.

County Parking Lot Attendant Booth, 22 Market Street – Remove and replace existing parking lot attendant booth, replace access control gates, and replace ticketing and payment system. Costs include new booth and equipment, software, hardware, utility work, site improvements, and consultant fees for design and construction inspection. Estimated cost $200,000.

Elevator Repairs, 236 Main Street – Refurbish existing elevator with new controls, life safety equipment, code compliance items and cab interior. Resolution 2015113 (2015) authorized $650,000 for elevator upgrades at 22 Market Street and 60 Market Street. Resolution 2016139 (2016) authorized $425,000 for elevator upgrades for 10 Market Street and 236 Main Street. The Department is completing the elevator upgrade project at 22 Market Street and will spent approximately $485,000 including design and construction services. It is anticipated that the elevator upgrades at 60 Market Street will use all of the remaining appropriations of the 2015 and 2016 authorization. Therefore, there will be no funding left for the 10 Market Street and 236 Main Street upgrade projects. The estimate for upgrading the elevators at 10 Market Street and 236 Main Street is $550,000, including design and construction services. Estimated cost $550,000.

4th Floor Renovation, 22 Market Street – The current 4th floor occupants will vacate the floor in mid-2019, at which time the floor will be gutted and remodeled. The space will be designed and built for occupancy by the County's Finance Department and Comptroller's Office. One of the current occupants (Public Defender's Office) will move to new space at 45 Market Street, while the other current occupant (Comptroller's Office) will move to temporary space on the 3rd floor during construction. The project includes construction of limited temporary improvements on the 3rd floor for the Comptroller's Office swing space, demolition of the 4th floor, asbestos abatement, architectural and construction services, and construction management services. Replacement furnishings, fixtures and equipment are also included in the project. Upgrades to the 4th floor HVAC infrastructure have been partially funded under Resolution No. 2016139 (2016.) Estimate $4,900,000.

This resolution request is seeking Legislative authorization to create a capital project to fund the building improvements listed above and as described within the attached supporting Resolution Request, Budget Amendments and Fiscal Impact Statement. Total funding request $6,730,000.

Note: Estimates for individual undertakings are approximate based on current information. Some projects may actually come in lower or higher than estimated; however, the cost for all projects combined will be within the total $6.730 million.

Resolution No. 2018289, A RESOLUTION AUTHORIZING THE ISSUANCE OF $6,797,300 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS COUNTY BUILDINGS, IN AND FOR SAID COUNTY, was offered for discussion only at the November 8, 2018, Public Works and Capital Projects Committee Meeting, and considered at the December 6, 2018, Board Meeting.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	24	Amparo, Black, Bolner, Borchert, Brendli, Edwards, Garito, Horton, Houston, Incoronato, Jeter-Jackson, Johnson, Keith, Llaverias, Metzger, Munn, Page, Pulver, Sagliano, Surman, Thomes, Truitt, Tyner, Zernike
NAYS:	0	
ABSENT:	1	Miccio

Resolution adopted.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 8 - City and Town of Poughkeepsie	Brendli	absent	
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 24 - Towns of Dover and Union Vale	Surman		

Present: 12 **Resolution:** ✓ **Total :** 11 Yes 0 No

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018289 A RESOLUTION AUTHORIZING THE ISSUANCE OF $6,797,300 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS COUNTY BUILDINGS, IN AND FOR SAID COUNTY

December 3, 2018

Roll Call Sheets

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

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

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018289 A RESOLUTION AUTHORIZING THE ISSUANCE OF $6,797,300 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE RECONSTRUCTION OF VARIOUS COUNTY BUILDINGS, IN AND FOR SAID COUNTY

December 6, 2018

PUBLIC WORKS & CAPITAL PROJECTS

DISCUSSION ONLY

RESOLUTION NO. 2018290

BOND RESOLUTION DATED DECEMBER 6, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $5,632,770 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF THE RECONSTRUCTION OF VARIOUS COUNTY ROADS, THROUGHOUT AND IN AND FOR SAID COUNTY.

WHEREAS, the capital projects hereinafter described, as proposed, have each been determined to either be a Type I or 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 a significant adverse impact on the environment and findings thereon have heretofore been adopted by previous resolution of this County Legislature; and

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described have been performed; NOW, THEREFORE,

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

Section 1. The reconstruction and of various roads, a class of objects or purposes, throughout and in and for the County of Dutchess, New York, including related culvert, drainage, curbing, landscaping and other right-of-way improvements and other incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of $23,055,770.

Section 2. It is hereby determined that the plan for the financing of the aforesaid class of objects or purposes is as follows:

a) by the issuance of $5,632,770 serial bonds of the County hereby authorized to be issued therefor, pursuant to the provisions of the Local Finance Law; and

b) by the appropriation of $17,423,000 Federal grants-in-aid monies to be received therefor, which monies are hereby authorized to be expended therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is 15 years, pursuant to subdivision 20(c) of paragraph a of Section 11.00 of the Local Finance Law.

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

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

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

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 9. It is hereby determined that bond resolution No. 207089 of April 23, 2007 for the aforesaid class of objects or purposes has been repealed by operation of law pursuant to Section 41.00 of the Local Finance Law. The County hereby relinquishes the $23,000,000 unspent appropriation authorization of Appropriation Resolution No. 207089 adopted pursuant to said bond resolution.

Section 10. 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 11. 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 12. 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.

* * * * * *

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

AYES:

NOES:

ABSENT:

This resolution was thereupon declared duly adopted.

* * * * * *

CA-197-18
10/18/18
G-0145-B

CERTIFICATION FORM

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

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

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on December 6, 2018, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 24 ayes and 0 noes, with 1 members being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on 14, 2018, in accordance with the provisions of Section 3.03 of the Dutchess County Charter.

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

Newspaper and/or other news media	Date given
Southern Dutchess News	December 4, 2018
Poughkeepsie Journal	December 4, 2018

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

Designated Location(s) of posted notice	Date of Posting
22 Market Street, 6th Floor, County Office Building Poughkeepsie, NY 12601	December 4, 2018

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 7th day of December 2018.

Carolyn Morris
Clerk, County Legislature

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/19/2018

LEGAL NOTICE

The following entitled bond resolution, a summary of which is published herewith, has been adopted on December 6, 2018, 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,

December 7, 2018.

Carolyn Morris

Clerk, County Legislature

RESOLUTION NO. 2018290

BOND RESOLUTION DATED DECEMBER 6, 2018.

A RESOLUTION AUTHORIZING THE ISSUANCE OF $5,632,770 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF THE RECONSTRUCTION OF VARIOUS COUNTY ROADS, THROUGHOUT AND IN AND FOR SAID COUNTY.

Class of objects or purposes:	Reconstruction of various County roads
Period of probable usefulness:	15 years
Maximum estimated cost:	$23,055,770
Amount of bonds to be issued:	$5,632,770 bonds
Additional Funding:	$17,423,000 federal grants-in-aid
SEQRA status:	Certain road work is a Type I Action, and certain road work is a Type II Action. SEQRA compliance documentation on each project on file in the office of the Clerk of the County Legislature where it may be inspected during regular office hours.

2018 Roads

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	$5,632,770	$375,518	$203,343	$578,861
2	5,257,252	375,518	189,787	565,305
3	4,881,734	375,518	176,231	551,749
4	4,506,216	375,518	162,674	538,192
5	4,130,698	375,518	149,118	524,636
6	3,755,180	375,518	135,562	511,080
7	3,379,662	375,518	122,006	497,524
8	3,004,144	375,518	108,450	483,968
9	2,628,626	375,518	94,893	470,411
10	2,253,108	375,518	81,337	456,855
11	1,877,590	375,518	67,781	443,299
12	1,502,072	375,518	54,225	429,743
13	1,126,554	375,518	40,669	416,187
14	751,036	375,518	27,112	402,630
15	375,518	375,518	13,556	389,074
TOTAL		$5,632,770	$1,626,744	$7,259,514
AVG. PER YEAR		$375,518	$108,450	$483,968

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL		$5,632,770	
ANTICIPATED INTEREST RATE			3.61%
TERM	15 YEARS	ANTICIPATED FEES:	$55,770
ANTICIPATED ANNUAL COST (PRIN + INT):			$483,968
TOTAL PAYBACK (ANNUAL COST x TERMS):			$7,259,514

PREPARED BY HEIDI SEELBACH

H0527 2018 Federal Aid Highway Improvement Project

APPROPRIATIONS			
Increase			
	H0527.5110.3250	Roads Reconstruction	$5,577,000
	H0527.5110.3250.213	Roads Reconstruction - Federal Aid	$17,423,000
	H0527.5110.3900	Bond Issuing Costs	$55,770
			$23,055,770
REVENUE			
Increase			
	H0527.5110.45970.00	Transp Capital Project Highway	$17,423,000
	H0527.5110.57100	Serial Bonds	$5,632,770
			$23,055,770

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: W.F.X. O'Neil, Deputy County Executive

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

DATE: October 5, 2018

SUBJECT: Resolution Request – Capital Project for Funding of Road Reconstruction Projects using Federal Assistance

In 2007 the County Legislature adopted Resolution No. 207089 which created Capital Project No. H0384. This project authorized the expenditure of $27,909,699 for various highway improvement projects that were listed on the Dutchess County Transportation Council (DCTC) Transportation Improvement Program (TIP.) Resolution No. 207089 included 90% federal reimbursement for expenses, resulting in a County cost of $2,788,182.

Since Resolution No. 207089 was adopted, the TIP has been down-sized by New York State Department of Transportation and Federal Highway Administration to reflect a decrease in available state and federal highway funds. Many of the highway improvement projects listed in Resolution No. 207089 are no longer on the TIP. There are currently only four highway improvement projects on the TIP and the Department of Public Works has progressed each of these four project diligently since 2007. These four projects are moving toward construction phase and the Department has construction phase estimates (including construction and construction management costs) for each of them:

1. PIN 8755.38 Reconstruction of Beekman Road (CR 9) from Taconic State Parkway to Sylvan Lake Road (CR 10), Towns of Beekman and East Fishkill. Construction phase estimate = $5,600,000.
2. PIN 8755.44 Reconstruction of Old Hopewell Road (CR 28) from NYS Rte 9 to All Angel's Hill Road (CR 94), Town of Wappinger. Construction phase estimate = $7,450,000.
3. PIN 8758.71 Reconstruction of the Old Hopewell Road (CR 28) and All Angel's Hill Road (CR 94) intersection, Town of Wappinger. Construction phase estimate = $2,250,000
4. PIN 8755.45 Reconstruction of Myers Corners Road from NYS Rte 376 to All Angel's Hill Road (CR 94), Town of Wappinger. Construction phase estimate = $7,610,000.

626 Dutchess Turnpike, Poughkeepsie, New York 12603
www.dutchessny.gov

The total construction phase estimate for all of these projects is $22,910,000. The current TIP includes $21.778M for these four projects, of which $17.423M (80%) is federal assistance, and $4.355M (20%) is local funding.

This resolution request is seeking to relinquish construction phase funding authorization under Resolution No. 207089 (Capital Project No. H0384), and creating a new capital project to fund construction phase costs for the four highway improvement projects listed above, in accordance with the attached budget amendment summary. Capital Project No. H0384 should remain open to continue to fund remaining design and right-of-way acquisition costs for the four projects listed above, and to receive any state and/or federal revenue from eligible expenses. The new capital project sought by this resolution request would be used only for construction phase costs for the four highway improvement project listed above.

Funding authorization to be relinquished from Capital Project No. H0384 includes a total of $23M, which includes $2.3M of local funding and $20.7M of federal reimbursable funding. The new capital project would reflect a total project cost of $23,000,000 of which $17,423,000 is eligible for federal reimbursement, and $5,577,000 is local funding. This represents $3,277,000 in county funding that was not previously authorized for this project.

The foregoing Resolution No. 2018290, A RESOLUTION AUTHORIZING THE ISSUANCE OF $5,632,770 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF THE RECONSTRUCTION OF VARIOUS COUNTY ROADS, THROUGHOUT AND IN AND FOR SAID COUNTY, was offered for discussion only at the November 8, 2018, Public Works and Capital Projects Committee Meeting, and considered at the December 6, 2018, Board Meeting.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	24	Amparo, Black, Bolner, Borchert, Brendli, Edwards, Garito, Horton, Houston, Incoronato, Jeter-Jackson, Johnson, Keith, Llaverias, Metzger, Munn, Page, Pulver, Sagliano, Surman, Thomes, Truitt, Tyner, Zernike
NAYS:	0	
ABSENT:	1	Miccio

Resolution adopted.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 8 - City and Town of Poughkeepsie	Brendli	absent	
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 24 - Towns of Dover and Union Vale	Surman		

Present: 11 **Resolution:** ✓ **Total :** _____ _____

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

Vacant: 0 **Abstentions:** _____

2018290 A RESOLUTION AUTHORIZING THE ISSUANCE OF $5,632,770 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF THE RECONSTRUCTION OF VARIOUS COUNTY ROADS, THROUGHOUT AND IN AND FOR SAID COUNTY

December 3, 2018

Roll Call Sheets

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

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

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018290 A RESOLUTION AUTHORIZING THE ISSUANCE OF $5,632,770 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF THE RECONSTRUCTION OF VARIOUS COUNTY ROADS, THROUGHOUT AND IN AND FOR SAID COUNTY

December 6, 2018

Public Works & Capital Projects

RESOLUTION NO. 2018291

RE: AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO PFOA/PFOS INVESTIGATION IN AND AROUND THE HUDSON VALLEY REGIONAL AIRPORT

Legislators MICCIO, PULVER, SAGLIANO, BOLNER, INCORONATO, and AMPARO offer the following and move its adoption:

WHEREAS, the Commissioner of Department of Public Works ("DPW") has advised that on or about March 28, 2018, the County entered into an Order on Consent and Administrative Settlement ("Order") with the New York State Department of Environmental Conservation ("NYSDEC"), and

WHEREAS, the Order required the County to, among other things, perform and document a search of all records relating to the use, storage and/or handling of certain materials on the property of the Hudson Valley Regional Airport ("HVRA"), and

WHEREAS, the Order further required the County to prepare a site characterization work plan outlining the County's methodology to determine the scope, source, spread and other parameters related to PFOA/PFOS discovered in private water supply wells within and adjacent to the HVRA, and

WHEREAS, the Commissioner of DPW has further advised that through an RFP process, the County hired a consultant to prepare the records search and site characterization plan, the results of which were submitted to the NYSDEC for approval in June, 2018, and which the County anticipates final approval from NYSDEC shortly, and

WHEREAS, in order to remain in compliance with the Order, once the NYSDEC approves the plan, the next step is to obtain the services of a consultant to perform the investigations and testing described and outlined in the site characterization work plan, and

WHEREAS, it is necessary to amend the 2018 Adopted County Budget to provide funds to meet the County's obligation to hire a consultant to provide the services required by the site characterization work plan, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2018 Adopted County Budget as follows:

APPROPRIATIONS

Increase

EA.5610.4401.105	Professional Services Consultants	$200,000
A.9901.63.9800	EA Fund Contribution	$200,000
		$400,000

Decrease

A.9998.95990.01	Appropriated Fund Balance General	$200,000
EA.5610.50310	Interfund Transfers	$200,000
		$400,000

CA-183-18
AMS/kvh/G-0103
10/10/18

Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date _____

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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 200,000

Total Current Year Revenue and Source $ 0

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

Identify Line Items(s):

Related Expenses: Amount $ 0

Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $200,000

Over Five Years:

Additional Comments/Explanation:

The Department is requesting $200,000 for executing the NYSDEC approved Site Characterization Work Plan to further investigate PFOA/PFOS contamination at Hudson Valley Regional Airport (HVRA.) It should be noted that once the investigation work is complete, the County may be required to perform mid- and long-term remediation work in relation to PFOA/PFOS contamination if the investigation yields that the source of the contaminants is from HVRA. This scope of work will be further defined and additional funding authority may be requested from the Legislature as needed.

Prepared by: R. Balkind, P.E. Prepared On: 9/10/18

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: W.F.X. O'Neil, Deputy County Executive

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

DATE: September 21, 2018

SUBJECT: RESOLUTION REQUEST – FUNDING OF PFOA / PFOS INVESTIGATION IN AND AROUND HUDSON VALLEY REGIONAL AIRPORT

On March 28, 2018 Dutchess County entered into the attached Order on Consent and Administrative Settlement (the "Order") with New York State Department of Environmental conservation (NYSDEC.) Among other provisions, the Order obligated Dutchess County to perform and document a search of all records related to the use, storage or handling of certain materials on the property of Hudson Valley Regional Airport (HVRA.) The Order also required the County to prepare a Site Characterization Work Plan which outlines the methodology that the County will employ in order to determine the scope, source, spread and other parameters related to PFOA/PFOS that were discovered in private water supply wells within and adjacent to HVRA.

Through an RFP process, the County hired a consultant to prepare the records search and site characterization plan, which was submitted to NYSDEC for approval in June 2018. The County is expecting to receive final approval of the Site Characterization Work Plan by the end of September. In order to remain in compliance with the Order the County will need to employ our consultant to perform the investigations and testing described within the approved Site Characterization Work Plan. The anticipated cost of this effort is $200,000.

The Order also requires the County to install Interim Remedial Measures (IRM's) to reduce the consumption of PFOA/PFOS contaminated water on or adjacent to HVRA. In order to comply with this condition, the Legislature authorized $800,000 for the installation of a public water supply pipe system to provide water to the buildings leased by Associated Aircraft Group located on HVRA property. This new water supply system is currently under construction and is expected to be operating in November 2018.

626 Dutchess Turnpike, Poughkeepsie, New York 12603
(845) 486-2085 • Fax (845) 486-6554
www.dutchessny.gov

The Department is requesting $200,000 for executing the NYSDEC approved Site Characterization Work Plan to further investigate PFOA/PFOS contamination at HVRA.

It should be noted that once the investigation work is complete, the County may be required to perform mid- and long-term remediation work in relation to PFOA/PFOS contamination if the investigation yields that the source of the contaminants is from HVRA. This scope of work will be further defined and additional funding authority may be requested from the Legislature as needed.

HUDSON VALLEY REGIONAL AIRPORT
CONSULTANT SERVICES FOR ENVIRONMENTAL INVESTIGATION AND REMEDIATION

REQUEST FOR PROPOSAL
RFP-DCB-22-17

Proposal Due

December 8, 2017

2:00 pm

SUBMIT PROPOSAL TO:

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS-BUILDINGS DIVISION
Attn: Geneva Barresi, Contract Specialist
626 DUTCHESS TURNPIKE
POUGHKEEPSIE, NY 12603

PHONE (845) 486-2121 FAX (845) 486-2905

HUDSON VALLEY REGIONAL AIRPORT
CONSULTANT SERVICES FOR ENVIRONMENTAL INVESTIGATION AND REMEDIATION

1. INTRODUCTION

Dutchess County Department of Public Works (DPW, Owner, County, County of Dutchess) seeks proposals from qualified firms to provide environmental investigation and remediation consulting services at the Hudson Valley Regional Airport property, Tax Parcel No. 135689-6259-03-225301-0000; address 18 Griffith Way, Wappingers Falls, NY 12590 in Dutchess County, New York. A Location Map is attached to this RFP as Exhibit A. The New York State Department of Environmental Conservation (NYSDEC) has identified this 510.8 acre site as a Potential Inactive Hazardous Waste Disposal Site and has assigned it as Site No. 314129. Dutchess County is negotiating an Order on Consent and Administrative Settlement with NYSDEC to investigate the scope of PFC contamination at the Hudson Valley Regional Airport.

The County of Dutchess will only consider proposals from those firms that can clearly demonstrate extensive experience in providing environmental investigation and remediation services for projects involving investigation and remediation of potential inactive hazardous waste disposal sites within New York State. To be considered, a firm must demonstrate a recent history of successfully delivering similar services to municipal clients within New York State.

2. BACKGROUND

The Dutchess County Department of Health and New York State Department of Health (DOH) recently tested regulated drinking water systems at and in the vicinity of Hudson Valley Regional Airport for perfluorinated compounds (PFCs) including perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS). This testing is part of New York State Water Quality Rapid Response Team's efforts to identify and test regulated drinking water systems at and near facilities suspected to have been frequent users of PFOA and PFOS containing materials in the past, including fire departments and training sites, airports and military installations, and manufacturing and chemical bulk storage facilities.

As a result of this recent testing program at and near the Hudson Valley Regional Airport, there have been water supply wells within the vicinity of the airport that tested positive for the presence of PFC's, however none of the wells outside of the airport property exhibited combined PFOA and PFOS concentrations above the EPA Advisory Level The County of Dutchess received a letter and Site Briefing from NYSDEC dated September 15, 2017 (attached as Exhibit B) which informed the County that PFC's were discovered in a well located on the County's airport property. This letter also served as notification that NYSDEC was considering portions of the Hudson Valley Regional Airport property as a potential inactive hazardous waste disposal site depending on the results of additional investigations at the Site.

Additional wells were tested in the vicinity of Hudson Valley Regional Airport, with some well tests reporting detectable levels of PFC's. The results of recent well tests are included in Exhibit C.

3. SCOPE OF WORK

The selected consultant shall provide the following services as directed by the County:

3.1 Records Search Report

Assist the County with compiling all records related to PFC detection to date. This will include compiling records related to the historical use, storage and discharge of possible PFC containing materials (fire-fighting foam and other chemicals) at Hudson Valley Regional Airport. This information will be assembled into a Records Research Report. This work shall be completed in accordance with NYSDEC's DER -10, Technical Guidance for Site Investigation and Remediation.

3.2 Site Characterization Work Plan

Prepare a Site Characterization Work Plan and submit to NYSDEC on behalf of Dutchess County for review and approval. If NYDEC does not approve this Work Plan, revise the Work Plan based on NYSDEC comments and re-submit as necessary for approval by NYSDEC.

3.3 Site Characterization (by Supplemental Agreement)

Pursuant to the NYDEC-approved Site Characterization Work Plan, perform all work necessary to complete a Site Characterization in accordance with all applicable NYSDEC regulations and requirements. This work shall be completed in accordance with NYSDEC's DER -10, Technical Guidance for Site Investigation and Remediation. Site Characterization shall include sampling of surface and subsurface soil and ground water. This work will involve obtaining water samples from existing wells monitoring and supply wells located at and within the vicinity of the site and testing samples to determine the presence of PFC's and, possibly, volatile organic compounds (VOCs). It may be necessary to install monitoring wells and analyzing water samples from the monitoring wells to check for subsurface contamination. All test results and reports shall be submitted to Dutchess County for review prior to submission to the NYSDEC. The scope and fees for this work shall be negotiated with the selected consultant after the NYSDEC has provided further clarification of the scope of work through approval of the Site Characterization Work Plan.

New York State Department of Health (NYSDOH) participates with NYSDEC in the Site Characterization process. Through its own early site investigation and health assessment, NYSDOH identifies potential impacts on public health. NYSDEC may incorporate DOH information and concerns into the Site Characterization requirements to ensure that public health concerns are fully investigated. NYSDOH also helps NYSDEC identify priority sites, review work plans and reports and contribute to the decisions to classify or delist a site on the State's registry of inactive hazardous waste sites.

3.4 Interim Remedial Measures (by Supplemental Agreement)

Interim Remedial Measures (IRMs), early cleanup actions that do not require a full-scale investigation and design (such as placement of carbon filtration systems on

water supply wells impacted by PFCs) may be required by NYSDEC prior to, during or after the Site Characterization work is conducted. The scope and fees for this work shall be negotiated with the selected consultant when the County and the NYSDEC agree upon the specific scope of work for such IRMs.

3.5 Remedial Investigation/Feasibility Study (by Supplemental Agreement)

Based on the results of the Site Characterization investigation and NYSDEC's determination regarding the classification of the site, the Consultant may be asked to prepare a Remedial Investigation/Feasibility Study (RI/FS) Work Plan and conduct a NYSDEC-approved RI/FS. During a RI/FS, the Consultant may be required to determine the full nature and extent of contamination.

3.6 Additional Investigations and Remediation Design (by Supplemental Agreement)

If additional investigations, studies and/or remediation design work are required, the scope and fees for this work shall be negotiated with the selected consultant when NYSDEC has provided further clarification of the scope of work required.

4. CONFIDENTIALITY

All information obtained or prepared by the selected consultant in the course of performing the scope of work described herein, or in the performance of any other work related to this site shall be held in strict confidence. The consultant shall provide information to others only after obtaining written permission from Dutchess County. NYSDEC and/or DOH shall receive information from the consultant upon written or verbal request. The consultant shall provide copies to the County of all information and materials transmitted to NYSDEC or DOH.

5. COORDINATION AND DIRECTION

The selected firm will coordinate with the Department of Public Works (DPW) and the Dutchess County Department of Behavioral and Community Health (DBCH.) The DPW Commissioner and/or his/her designees shall provide direction for this assignment. The County's Project Manager is:

Robert H. Balkind, P.E., Commissioner
Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603

The selected consultant shall work closely with DPW, DBCH, NYSDEC and DOH to satisfy the terms and conditions of the Order on Consent.

6. PROPOSAL REQUIREMENTS

6.1 Proposal Contents

The firm represents that, prior to submitting a response to this Request for Proposal; they have carefully reviewed the enclosed documents and inspected the Site. In addition, they are fully informed of the conditions under which the work is to be

completed. Interested firms shall submit the following information in response to this RFP:

6.1.1 Firm Profile and Personnel/Roles

a. Describe the nature of the firm, including its ownership form, its history, and its staff size by discipline.

b. Provide an organization chart of your proposed staff, including an estimate of the proportion of their time that you would expect them to spend on this assignment, and their current workload.

c. Provide a description of the organization and methodology you would employ in each phase of the Project (e.g., Records Search Report, Site Characterization Work Plan, Site Characterization, Remedial Investigation/Feasibility Study, etc.) This should amount to a summary description of services that you expect to provide.

d. Attach resumes of the key project personnel you would employ for this assignment.

e. Describe any qualifications or special experience you feel will help distinguish your company's abilities and interest in this assignment.

6.1.2 Depth of experience of firm with similar assignments

Describe your firm's recent experience (within the last 5 years) on similar environmental investigation and remediation projects within New York State including:

1. Client name, location and contact person
2. Nature, size and date of assignment
3. Description of services performed
4. Project team
5. Problems that you encountered and how you worked them out

6.1.3 Fee Proposal

Based on the Scope of Services described in Section 3.1 & 3.2, provide an itemized not-to exceed fee for each of the following categories:

1. Records Search Report
2. Site Characterization Work Plan

Describe, and provide applicable pricing, for services that may be required under this contract as additional services but not requested under this RFP. In addition, discuss the method that your firm proposes for pricing and proceeding with additional services.

The fees shall be paid for each category listed above on a monthly, percent complete basis. DPW will not pay any reimbursables such as but not limited to charges for travel time, mileage, tolls, parking and/or fuel surcharges for any services performed.

6.2 Compliance with Laws

The firm agrees to comply with all laws as they may be applicable to it in relation to the RFP and the submission of the Proposal. Compliance with all applicable local, state or federal Equal Employment Opportunity legislation will be a contractual requirement.

6.3 No Contractual Relationship Established

This RFP is an invitation to submit proposals only and is not an offer to acquire any goods and/or services. Submission of a Proposal does not create any obligation on Dutchess County to buy any goods or services from the firm unless and until the Proposal is accepted by Dutchess County and a formal contract has been executed. If a formal contract is executed, this RFP, any Proposals submitted in response and any subsequent clarifications may all be referenced documents under that contract. The Proposal will constitute a final, binding and irrevocable offer by the interested firm to provide the Goods and Services to Dutchess County in accordance with the RFP.

6.4 Conflict of Interest

If during the RFP process a conflict of interest arises, or appears likely to arise, the firm must notify Dutchess County immediately in writing and take such steps as Dutchess County may reasonably require to resolve the conflict. If the firm fails to notify Dutchess County or is unable or unwilling to resolve the conflict as required, the Proposal may be excluded from further consideration.

6.5 False or Misleading Claims

Dutchess County expects the Proposal and any additional documents provided in response to this RFP to be accurate, and intends to rely on them and incur expenses through this reliance. If the firm has made false or misleading claims or statements, Dutchess County may, in addition to any other available remedies, cease consideration of the firm's responses.

6.6 Costs for Proposal Preparation

All costs and expenses associated with the preparation of a response and submission of a Proposal will be the responsibility of the firm, irrespective of whether that firm's Proposal is successful.

7. RFP SCHEDULE

Issue Request for Proposals – November 22, 2017
Proposals Due – December 8, 2017
Tentative Award – December 15, 2017
Contract Executed – January 5, 2018

8. SELECTION

8.1 Proposals will be opened in private; interested firms will not be present and the results of the Proposals will not be made public until a contract has been executed with the selected firm. Proposals will be evaluated by a review committee. The review

committee shall review and evaluate each of the proposals using the criteria described in Section 6 of this RFP. The reviewers will then convene to review and discuss these evaluations.

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

8.3 The following weighted criteria will be used to evaluate the proposals:

50%	Qualifications of Project Manager and key personnel
45%	Summary of firm's similar work experience
5 %	Fee Proposal

8.4 Ownership of Proposal Documents:

All Proposal documents submitted in response to this RFP become the property of Dutchess County. Firms submit documents in response to this RFP on the basis that Dutchess County may use, retain, and copy the information contained in those documents for the purposes of the evaluation, selection and preparation of any contract with respect to this RFP.

In addition, Dutchess County may disclose Proposal documents or any part of the Proposal documents to a third party for the purposes of assisting Dutchess County in the conduct of the RFP process, including Proposal evaluation, negotiation and preparation of any contract.

9. CONTRACT INSURANCE AND TERM OF AGREEMENT

9.1 Contract

The selected firm shall enter into a standard agreement with the County similar to the *Sample Agreement* in Exhibit D.

9.2 Insurance

The successful firm shall obtain and maintain contractually required insurance documentation as described in Article 10 of the attached *Sample Agreement* (See Exhibit D). These insurance and indemnification terms are non-negotiable. Sample insurance documents *are also included with the Sample Agreement.*

9.3 Term

The contract shall commence on or about January 5, 2018 and terminate on or about February 28, 2019. The term may be extended by Supplemental Agreement in order to provide the services needed to comply with the Order on Consent or other NYSDEC and/or DOH requirements.

10. AWARD

The County reserves the right to accept or reject any and/or all proposals or any part thereof, to waive any formality in the process, and to accept the proposal(s) considered to

be in the best interest of the County. The County reserves the right to cancel this request at any time for any reason. DPW also reserves the right to select any proposal as the basis for negotiating a contract, to exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals and the negotiation and award of any contract; and to weigh its evaluation criteria in any manner it deems appropriate.

The award of a contract is contingent upon the successful execution of the formal contract agreement.

11. QUESTIONS

Submit questions pertaining to this bid by email to Geneva Barresi, Contract Specialist at gbarresi@dutchessny.gov with a copy to Rosanne Pinto, Contract Specialist at rpinto@dutchessny.gov no later than close of business Tuesday December 5, 2017. All answers to the submitted questions will be posted as an addendum on the following website http://www.empirestatebidsystem.com

INTERESTED FIRMS MUST CHECK THIS WEBSITE FOR ADDENDA WHICH MAY INCLUDE SIGNIFICANT CHANGES TO THE RFP SPECIFICATIONS.

12. SUBMISSION REQUIREMENTS:

By submitting a Proposal, the firm agrees that it has read, understood and accepted all conditions contained in this RFP.

12.1 Late or Non-compliant Proposals

Dutchess County will not be obliged to consider any Proposal submitted later than the Due Date or otherwise not totally in accordance with these RFP Conditions.

12.2 All Proposals must include the following:

a. Items listed in Section 6 – Proposal Requirements
b. Completed and signed CS-1 Bid Proposal Form
c. Completed and signed CS-2 Non-Collusion Affidavit

12.3 All Proposal submittals must be in the following formats: one (1) original, plus three (3) paper copies and one (1) pdf copy (single file on USB flash drive.)

12.4 All costs and expenses associated with the preparation of a response and submission of a Proposal will be the responsibility of the interested firm, irrespective of whether that firm's Proposal is successful.

12.5 Proposal submittals shall be sent to:

Dutchess County Department of Public Works
ATTN: Geneva Barresi
626 Dutchess Turnpike
Poughkeepsie, NY 12603

Proposals must be received no later than 2:00 pm on December 8, 2017.

Label outside sealed mailing envelope with company name and:

"RFP-DCB-22-17 HUDSON VALLEY REGIONAL AIRPORT CONSULTANT SERVICES FOR ENVIRONMENTAL INVESTIGATION AND REMEDIATION"

On motion by Assistant Majority Leader Legislator Bolner, duly seconded by Majority Leader Sagliano, discussion on Resolution No. 2018291 proceeded as follows:

Legislator Tyner spoke regarding contamination levels of PFOA's and PFOS'.

Legislator Miccio called Point of Order because this resolution is to abide by order on consent by the Department of Environmental Conservation and had nothing to do with contamination levels.

Chair Pulver agreed with Legislator Miccio and ruled Legislator Tyner out of order.

Legislator Tyner called Point of Order stating the contamination levels had been covered up for months.

The point of order was not recognized by the chair who had already acknowledged Legislator Munn for his remarks.

Roll call vote on the foregoing resolution resulted as follows:

AYES:	22	Pulver, Roman, Sagliano, Black, Munn, Surman, Borchert, Edwards, Truitt, Brendli, Jeter-Jackson, Johnson, Tyner, Metzger, Miccio, Bolner, Incoronato, Zernike, Page, Garito, Thomes, Houston
NAYS:	0	
ABSENT:	3	Horton, Amparo, Llaverias

Resolution adopted.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 8 - City and Town of Poughkeepsie	Brendli		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 24 - Towns of Dover and Union Vale	Surman		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018291 THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO PFOA/PFOS INVESTIGATION IN AND AROUND THE HUDSON VALLEY REGIONAL AIRPORT

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018291 (Amending) THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO PFOA/PFOS INVESTIGATION IN AND AROUND THE HUDSON VALLEY REGIONAL AIRPORT

November 13, 2018

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2018292

RE: AUTHORIZATION TO EXCHANGE PARCELS OF REAL PROPERTY BETWEEN THE COUNTY AND JOYCE HOUGHTALING AND PAIGE MCKAY, IN THE TOWN OF LAGRANGE, COUNTY OF DUTCHESS, NEW YORK

Legislators MICCIO and BOLNER offer the following and move its adoption:

WHEREAS, the Commissioner of Department of Public Works (DPW) has proposed the exchange of real property between the County and Joyce Houghtaling and Paige McKay, both of which parcels are located in the Town of LaGrange, and

WHEREAS, the County owns a 14,392 +/- square foot (0.33 +/- acre) of real property, identification number 133400-6360-01-083639-0000, located on Titusville Road in the Town of LaGrange, identified in Exhibit A, as Map 1, Parcel A attached hereto and made a part hereof, and

WHEREAS, the Commissioner of Public Works has indicated that the County has no use for this property, and

WHEREAS, Joyce Houghtaling and Page McKay, own a 15,681 +/- square foot (.36 +/- acre) parcel of real property, identification number 133400-6261-04-805336-0000, located on Titusville Road, adjacent to the above referenced parcel owned by the County, in the Town of LaGrange, identified in Exhibit A, as Map 1, Parcel B, attached hereto and made a part hereof, and

WHEREAS, Joyce Houghtaling and Page McKay have indicated that they have no use for this property, and

WHEREAS, this 15,681 +/- square foot parcel owned by Joyce Houghtaling and Page McKay is adjacent to the Dutchess Rail Trail and, if acquired, may be used for future improvements to the trail by the County, and

WHEREAS, the Commissioner of Public Works has recommended that the 14,392 +/- square foot parcel owned by the County be transferred by quit claim deed to the adjacent property owners, Joyce Houghtaling and Page McKay, in exchange for the conveyance to the County of their right, title and interest in the 15,681 +/- square foot parcel adjacent to the Dutchess Rail Trail, and

WHEREAS, the Commissioner of Public Works has advised that the two parcels involved are of approximately equal size and value, and the exchange of which is mutually beneficial to both the County and Joyce Houghtaling and Page McKay, and now therefore be it

RESOLVED, that this Legislature hereby confirms the determination by the Commissioner of Public Works that the conveyance of the 14,392 +/- square foot parcel described herein to the adjacent property owners, Joyce Houghtaling and Page McKay, is in the best interest of the County, and be it further

RESOLVED, that this Legislature authorizes the conveyance of the 14,293 +/- square foot parcel by the County of Dutchess to Joyce Houghtaling and Page McKay in exchange for the acquisition of a fee interest in the 15,681 +/- square foot parcel referenced above, and be it further

RESOLVED, that upon the conveyance of a fee interest in the above referenced 15,681 +/- square foot parcel, together with the appropriate transfer tax, and other required fees, if any, the County Executive is hereby authorized and directed, on behalf of the County of Dutchess, to execute a quitclaim deed, and any other necessary documents, conveying the 14,392 +/- square foot parcel located on Titusville Road in the Town of LaGrange to Joyce Houghtaling and Page McKay.

CA-198-18
AMS/kvh/G-0188
10/15/18
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/21/2018

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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
This Fiscal Impact Statement Pertains to:

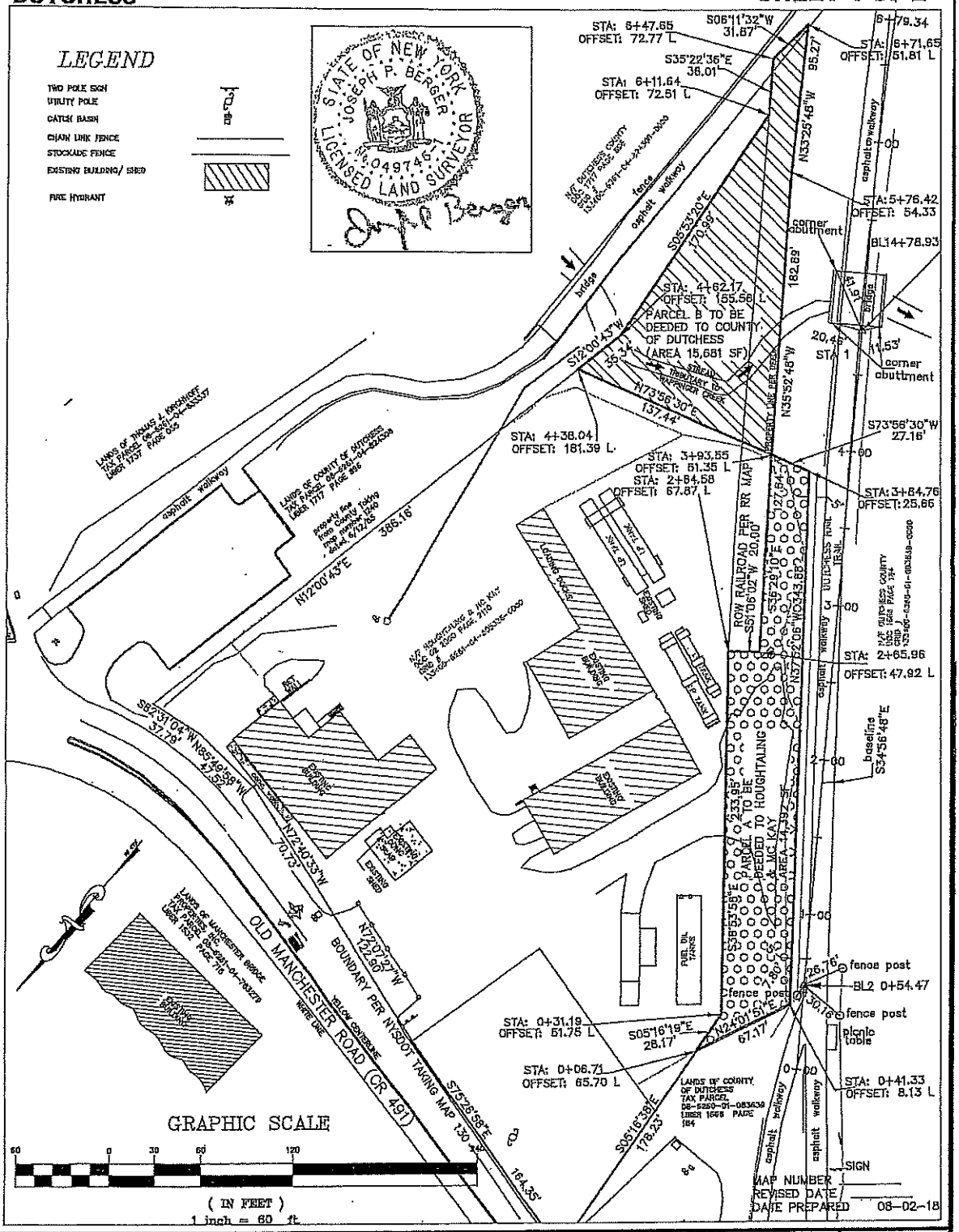
RESOLUTION REQUEST TO EXCHANGE PARCELS OF REAL PROPERTY BETWEEN THE COUNTY OF DUTCHESS AND JOYCE HOUGHTALING AND PAIGE MCKAY (AS TENANTS WITH RIGHTS OF SURVIVORSHIP) IN THE TOWN OF LAGRANGE, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis 2929

PARCEL SWAP BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS

'EXHIBIT A" COUNTY OF DUTCHESS DEPARTMENT OF PUBLIC WORKS

MAP 1 PARCEL A SHEET 1 OF 2



BERGER ENGINEERING AND SURVEYING 100 FULTON AVE. POUGHKEEPSIE N.Y. 12603 (845) 471-7383	PARCELS SWAP BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS TOWN OF LAGRANGE Dutchess County, New York	**PROPERTY SURVEY MAP PARCEL A** Scale: 1" = 60'	08/02/18 Sheet 1 of 2

PARCEL SWAP BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS

'EXHIBIT A" COUNTY OF DUTCHESS DEPARTMENT OF PUBLIC WORKS

MAP 1 PARCEL A SHEET 2 OF 2

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL A , SITUATE IN THE TOWN OF LAGRANGE, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF LANDS OF THE COUNTY OF DUTCHESS TAX PARCEL 133400-6360-01-083639-0000 , SAID POINT BEING 25.66 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+84.76+/- OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE PROPOSED LAND SWAP BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS

THENCE N 37°52'06"W 343.88 FEET TO A POINT8.13 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 0+41.33 OF SAID BASELINE

THENCE N24°01'51"E 67.17 FEET TO A POINT 65.70 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 0+06.71 OF SAID BASELINE

THENCE S 05°16'19 "E 28.17 FEET TO A POINT 51.75 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 0+31.19 OF SAID BASELINE

THENCE S 38°55'58"E 233.95 FEET TO A POINT 67.87 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 2+64.58 OF SAID BASELINE

THENCE S51°06'02"W 20.00 FEET TO A POINT 47.92 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 2+65.96 OF SAID BASELINE

THENCE S36°29'10"B 127.64 FEET TO A POINT 51.35 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+93.55 OF SAID BASELINE

THENCE S 73°56'30"W 27.16 FEET TO THE POINT OF BEGINNING , SAID PARCEL BEING 14,392 SQUARE FEET MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2018 SURVEY BASELINE FOR THE SWAP OF LAND BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT BL 2 STATION 0+54.47 : THENCE SOUTH 34 DEG 56 MIN 48 SEC EAST 424.46 FEET TO BL 1 STATION 4+78.93 :

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74 DEG 30' SEC MERIDIAN OF WEST LONGITUDE

I HEREBY CERTIFY THAT THE PROPERTY MAPPED ABOVE IS NECESSARY FOR THIS PROJECT AND THE ACQUISITION IS HEREBY RECOMMENDED

DATE 8/2/18

ROBERT H. BALKIND, P.E.
COMMISSIONER OF PUBLIC WORKS

STATE OF NEW YORK · JOSEPH P. BERGER · 049745 · LICENSED LAND SURVEYOR

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL OR A PLAN BEARING A PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW

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

DATE AUGUST 02,2018

JOSEPH P BERGER LAND SURVEYOR
P.L.S. LICENSE NO. 049745

BERGER ENGINEERING AND SURVEYING , PLLC
100 FULTON AVE
POUGHKEEPSIE NY 12603

BOUNDARY SHOWN HEREON IS BASED ON AN ACTUAL SURVEY BY BERGER ENGINEERING AND SURVEYING COMPLETED ON 09/05/01 AND UPDATED ON 04-25-18

TAX PARCEL # 08-6261-04-805336

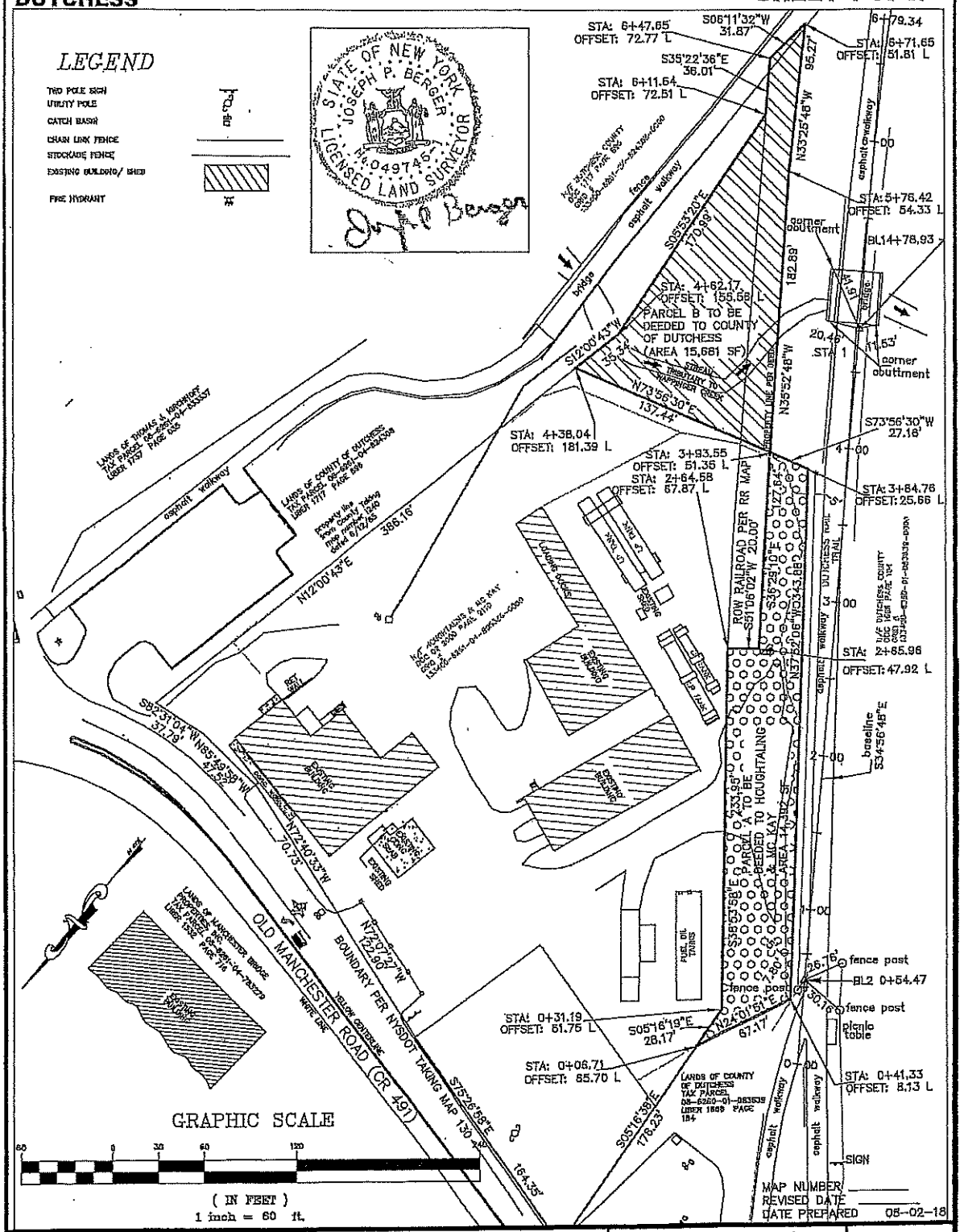
MAP NUMBER _____
REVISED DATE _____
DATE PREPARED 08-02-18

BERGER ENGINEERING AND SURVEYING 100 FULTON AVE POUGHKEEPSIE N.Y. 12603 (845) 477 - 7383	PARCELS SWAP BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS TOWN OF LAGRANGE Dutchess County, New York	PROPERTY SURVEY MAP PARCEL A Scale: 1" = 60'	08/02/18 Sheet 2 of 2

PARCEL SWAP BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS

"EXHIBIT A" COUNTY OF DUTCHESS DEPARTMENT OF PUBLIC WORKS

MAP 1
PARCEL B
SHEET 1 OF 2



BERGER ENGINEERING AND SURVEYING 100 FULTON AVE. POUGHKEEPSIE N.Y. 12603 (845) 471-7383	PARCELS SWAP BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS TOWN OF LAGRANGE Dutchess County, New York	**PROPERTY SURVEY MAP PARCEL B** Scale: 1" = 60'	08/02/18 Sheet 1 of 2

PARCEL SWAP BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS

"EXHIBIT A" COUNTY OF DUTCHESS DEPARTMENT OF PUBLIC WORKS

MAP 1 PARCEL B SHEET 2 OF 2

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL B, SITUATE IN THE TOWN OF LAGRANGE, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF LANDS OF THE COUNTY OF DUTCHESS TAX PARCEL 133400-6360-01-083639-0000 , SAID POINT BEING 51.81 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 6+71.65 +/- OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE PROPOSED LAND SWAP BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS

THENCE N33°25'48"W 95.27 FEET TO A POINT 54.33 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 5+76.42 OF SAID BASELINE

THENCE N35°52'48"W182.89 FEET TO A POINT 51.35 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 3+93.55 OF SAID BASELINE.

THENCE N73°56'30"E 137.44 FEET TO A POINT 181.39 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 4+38.04 OF SAID BASELINE

THENCE S12°00'43"W 35.34 FEET TO A POINT 155.56 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 4+62.17 OF SAID BASELINE

THENCE S05°53'20"E 170.99 FEET TO A POINT 72.51 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 6+11.64 OF SAID BASELINE

THENCE S35°22'36"E 36.01 FEET TO A POINT 72.77 FEET DISTANT SOUTHERLY MEASURED AT RIGHT ANGLES FROM STATION 6+47.65 OF SAID BASELINE

THENCE S 06°11'32"W 31.87 FEET TO THE POINT OF BEGINNING , SAID PARCEL BEING 15,681 SQUARE FEET MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2018 SURVEY BASELINE F FOR THE SWAP OF LAND BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS AND IS DESCRIBED AS FOLLOWS;

BEGINNING AT BL 2 STATION 0+54.47 ; THENCE SOUTH 34 DEG 56 MIN 48 SEC EAST 424.46 FEET TO BL 1 STATION 4+78.93 ;

ALL BEARINGS REFERRED TO TRUE NORTH AT THE 74 DEG 30' SEC MERIDIAN OF WEST LONGITUDE

I HEREBY CERTIFY THAT THE PROPERTY MAPPED ABOVE IS NECESSARY FOR THIS PROJECT AND THE ACQUISITION IS HEREBY RECOMMENDED

DATE 8/2/18

ROBERT H. BALKIND, P.E.
COMMISSIONER OF PUBLIC WORKS

STATE OF NEW YORK · JOSEPH P. BERGER · 049745 · LICENSED LAND SURVEYOR

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL OR A PLAN BEARING A PROFESSIONAL ENGINEER'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW

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

DATE AUGUST 02, 2018

JOSEPH P. BERGER LAND SURVEYOR
P.L.S. LICENSE NO. 049745

BERGER ENGINEERING AND SURVEYING , PLLC
100 FULTON AVE
POUGHKEEPSIE NY 12603

BOUNDARY SHOWN HEREON IS BASED ON AN ACTUAL SURVEY BY BERGER ENGINEERING AND SURVEYING COMPLETED ON 09/05/01 AND UPDATED ON 04-25-18
TAX PARCEL # 08-6261-04-805336

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED 08-02-18

BERGER ENGINEERING AND SURVEYING 100 FULTON AVE. POUGHKEEPSIE N.Y. 12603 (845) 471 - 7383	PARCELS SWAP BETWEEN HOUGHTALING & MC KAY AND COUNTY OF DUTCHESS TOWN OF LAGRANGE Dutchess County, New York	**PROPERTY SURVEY MAP PARCEL B** Scale: 1" = 60'	08/02/18 Sheet 2 of 2

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 8 - City and Town of Poughkeepsie	Brendli		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 24 - Towns of Dover and Union Vale	Surman		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018292 AUTHORIZATION TO EXCHANGE PARCELS OF REAL PROPERTY BETWEEN THE COUNTY AND JOYCE HOUGHTALING AND PAIGE MCKAY, IN THE TOWN OF LAGRANGE, COUNTY OF DUTCHESS, NEW YORK

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018292 AUTHORIZATION TO EXCHANGE PARCELS OF REAL PROPERTY BETWEEN THE COUNTY AND JOYCE HOUGHTALING AND PAIGE MCKAY, IN THE TOWN OF LAGRANGE, COUNTY OF DUTCHESS, NEW YORK

November 13, 2018

Public Works & Capital Projects

RESOLUTION NO. 2018293

RE: REQUESTING THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION ABANDON MAINTENANCE JURISDICTION TO THE COUNTY FOR LANDS LOCATED ON NYS ROUTE 82 IN THE TOWN OF LAGRANGE, COUNTY OF DUTCHESS

Legislators MICCIO, PULVER, and THOMES
offer the following and move its adoption:

WHEREAS, the New York State Department of Transportation has maintenance jurisdiction over a 4,063 square foot parcel of land for state highway purposes, located on a portion of Route 82 in the Town of LaGrange, and

WHEREAS, said parcel of land is no longer needed or useful to the New York State Highway System, and

WHEREAS, the County of Dutchess owns said parcel in fee, and

WHEREAS, New York State Highway Law Section 10(32) authorizes the New York State Commissioner of Transportation, upon proper request, to abandon a State Highway, or portion thereof, to a municipality, when such parcel is no longer needed by, or useful to the State Highway System, now therefore be it

RESOLVED, that the Dutchess County Legislature, pursuant to New York State Highway Law Section 10(32), does hereby request the New York State Commissioner of Transportation abandon maintenance jurisdiction to the County of Dutchess that portion of the NYS Route 82, Town of LaGrange, as set forth on the attached map.

CA-180-18
AMS/kvh
G-0188
10/03/18
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/21/2018

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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

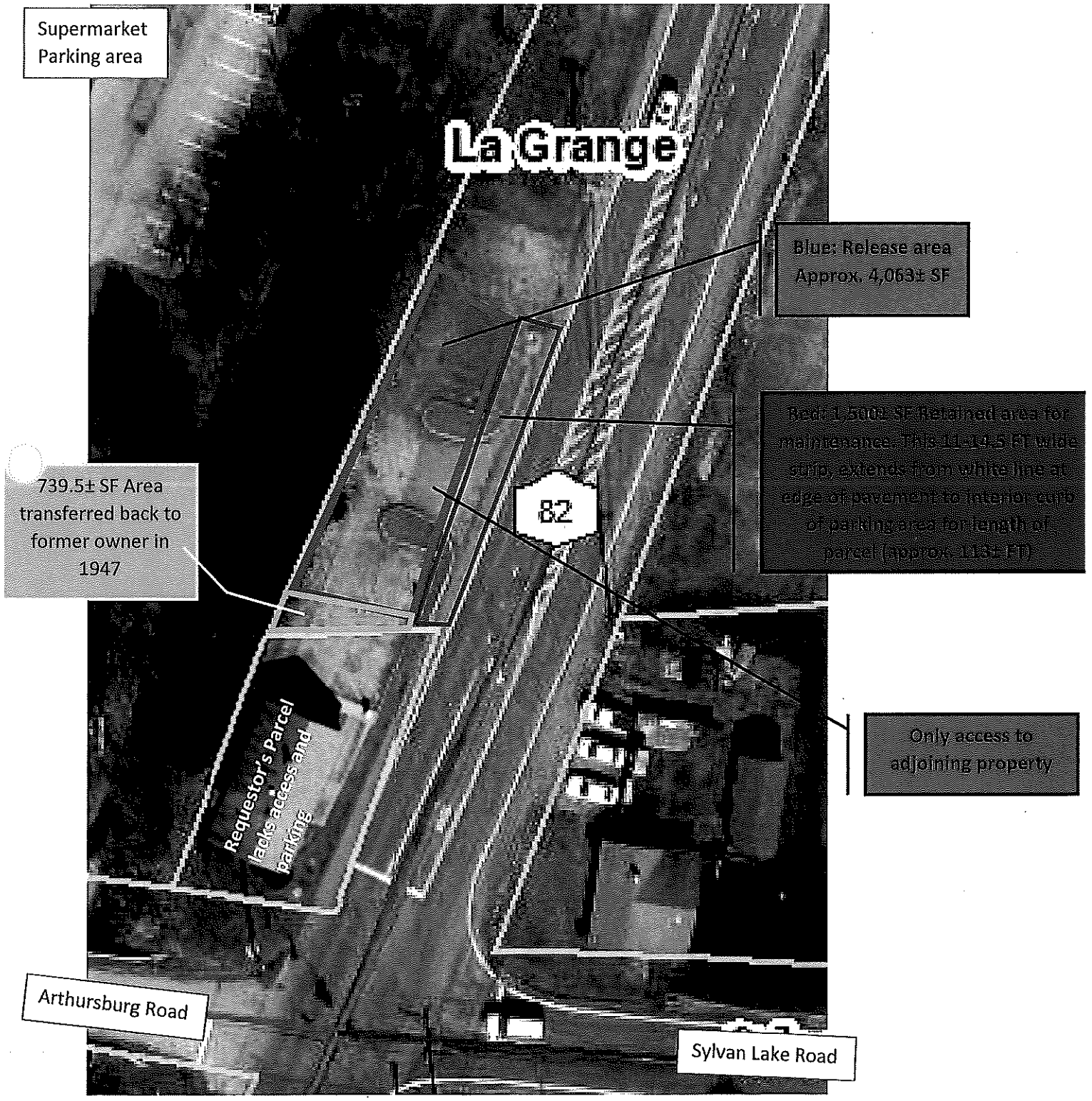
Additional Comments/Explanation:
This Fiscal Impact Statement Pertains to:

RESOLUTION REQUEST TO ACQUIRE MAINTENANCE AND JURISDICTION FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR LANDS LOCATED ON NYS ROUTE 82 IN THE TOWN OF LAGRANGE, DUTCHESS COUNTY.

Prepared by: Matthew W. Davis 2929

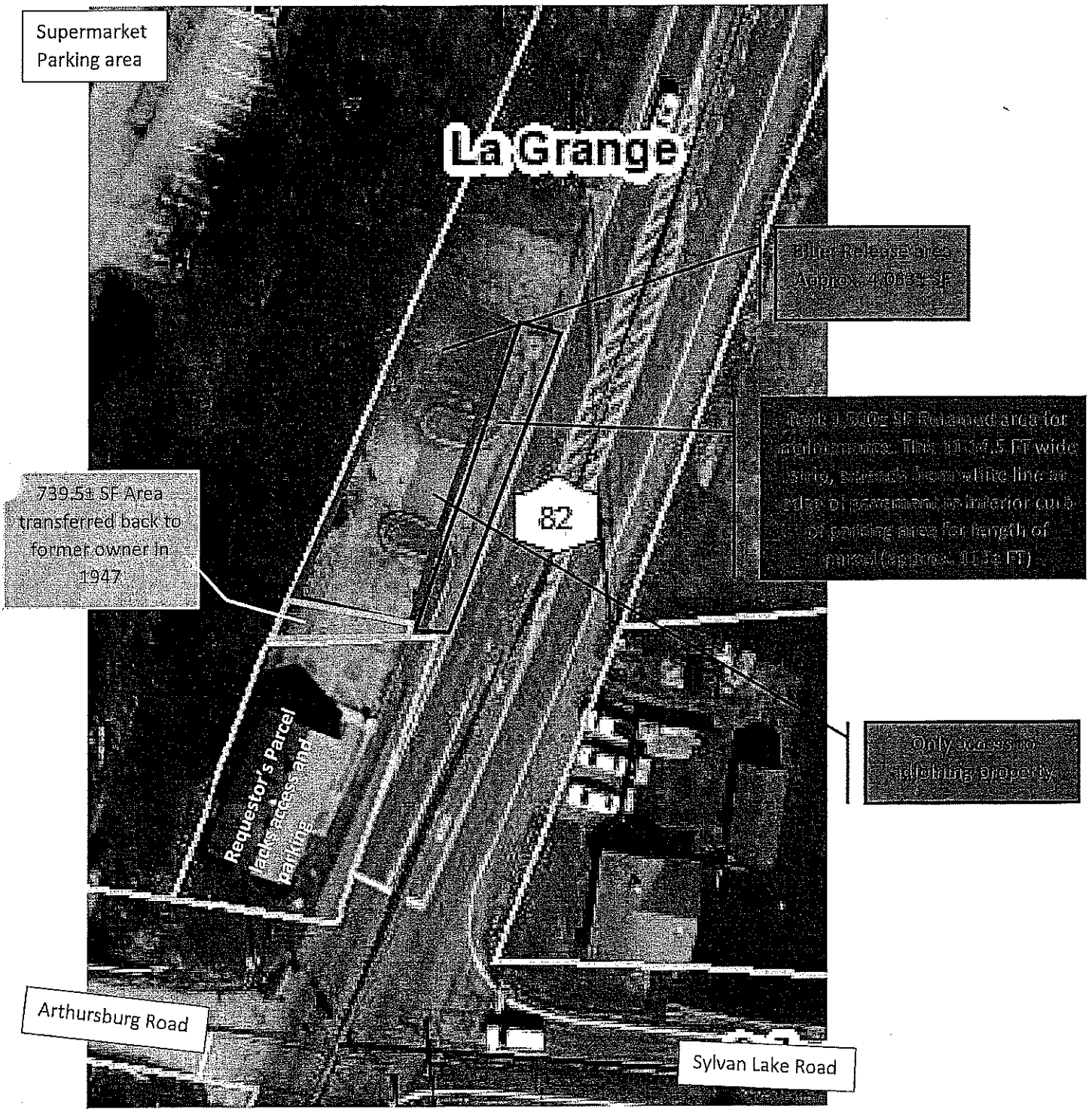
ARC GIS Aerial Property Sketch (not to scale)

SPC # 08-III-2140 Release of Maintenance and Jurisdiction to Dutchess County



ARC GIS Aerial Property Sketch (not to scale)

SPC # 08-III-2140 Release of Maintenance and Jurisdiction to Dutchess County



Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 8 - City and Town of Poughkeepsie	Brendli		
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 24 - Towns of Dover and Union Vale	Surman		

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

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2018293 REQUESTING THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION ABANDON MAINTENANCE JURISDICTION TO THE COUNTY FOR LANDS LOCATED ON NYS ROUTE 82 IN THE TOWN OF LAGRANGE, COUNTY OF DUTCHESS

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018293 REQUESTING THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION ABANDON MAINTENANCE JURISDICTION TO THE COUNTY FOR LANDS LOCATED ON NYS ROUTE 82 IN THE TOWN OF LAGRANGE, COUNTY OF DUTCHESS

November 13, 2018

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2018294

RE: ADOPTION OF THE TENTATIVE 2019-2023 CAPITAL IMPROVEMENT PROGRAM FOR DUTCHESS COUNTY

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

WHEREAS, the Tentative 2019-2023 Capital Improvement Program for Dutchess County has been submitted by the County Executive and was referred to the Public Works and Capital Projects Committee for its review, and

WHEREAS, the committee, meeting on November 8, 2018, has studied and reviewed said Tentative 2019-2023 Capital Improvement Program, now, therefore, be it

RESOLVED, that the 2019-2023 Capital Improvement Program as submitted is hereby adopted as the Capital Improvement Program for the County of Dutchess for the years 2019-2023.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/14/2018

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 6th day of December 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 6th day of December 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Resolution No. 2018294, ADOPTION OF THE TENTATIVE 2019-2023 CAPITAL IMPROVEMENT PROGRAM FOR DUTCHESS COUNTY, was adopted by the Public Works and Capital Projects Committee on November 8, 2018, and considered at the December 6, 2018, Board Meeting.

Roll call vote on the foregoing resolution at that time resulted as follows:

AYES:	23	Amparo, Black, Bolner, Borchert, Brendli, Edwards, Garito, Horton, Houston, Incoronato, Jeter-Jackson, Johnson, Keith, Llaverias, Metzger, Munn, Page, Pulver, Sagliano, Surman, Thomes, Truitt, Zernike
NAYS:	1	Tyner
ABSENT:	1	Miccio

Resolution adopted.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
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District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio (C)		
District 24 - Towns of Dover and Union Vale	Surman		

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

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

Vacant: 0

2018294 ADOPTION OF THE TENTATIVE 2019-2023 CAPITAL IMPROVEMENT PROGRAM FOR DUTCHESS COUNTY

November 8, 2018

Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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District 1 - Town of Poughkeepsie	Llaverias		
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District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		1
District 12 - Town of East Fishkill	Metzger		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio	absent	
District 18 - City of Beacon and Town of Fishkill	Page		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present: 24 **Resolution:** ✓ **Total :** 23 1

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

Vacant: 0 **Abstentions:** 0

2018294 ADOPTION OF THE TENTATIVE 2019-2023 CAPITAL IMPROVEMENT PROGRAM FOR DUTCHESS COUNTY

December 6, 2018

RESOLUTION NO. 2018295

RE: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE 84 ACRE MEAD PARCEL CONSERVATION EASEMENT CORRECTIVE AMENDMENT, WHICH REMOVES THE COUNTY AS GRANTEE, AND GIVES THE COUNTY THIRD-PARTY ENFORCEMENT RIGHTS

Legislators BORCHERT, PULVER, SAGLIANO, BOLNER, METZGER, MICCIO, HOUSTON, MUNN, and THOMES offer the following and move its adoption:

WHEREAS, in 2001, a conservation easement deed was executed by the Landowners Mead Orchards LLC as Grantors, with the Dutchess Land Conservancy ("DLC") and Dutchess County named as Grantees, and recorded with the Dutchess County Clerk's Office (see attached Original Deed, and

WHEREAS, the Landowners are the sole owner in fee of this real property, which consists of approximately 84 acres, improved with barns and sheds, at 15 Scism Road in the Town of Red Hook, Dutchess County, New York, and

WHEREAS, the easement was previously purchased using County PMG and New York State Agriculture and Markets Purchase of Development Rights funding, authorized by the County Legislature pursuant to Resolution No. 200011, and

WHEREAS, the County Legislature had previously authorized the County Executive to execute the options to purchase (Resolution No. 200295), approved the acquisition of this easement (Resolution No. 200335), held a public hearing on October 11, 2000, and adopted a negative declaration pursuant to SEQRA (Resolution No. 200294), and

WHEREAS, the easements are granted in perpetuity and restrict non-agricultural development by both the current and future owners, and

WHEREAS, even though the Original Easement purported to name the County of Dutchess as a grantee, the County did not execute the Original Easement and therefore never became a grantee, and

WHEREAS, naming the County as grantee when it is not actually a grantee has created confusion as to the respective rights and responsibilities of the parties to the Original Easement. The Landowners and the Conservancy wish to eliminate this confusion by executing this Conservation Easement Corrective Amendment clarifying the rights and obligations of the Conservancy and the County in relation to this Conservation Easement, and

WHEREAS, Dutchess County no longer wishes to claim any rights as grantee of this Conservation Easement and wishes instead to have third party enforcement rights and to be acknowledged as a funder of the purchase of the Original Easement, and

WHEREAS, the County prefers the Land Trust where applicable, in this case the DLC, be named as the Grantee and have the primary responsibility for monitoring the property and for enforcing the terms of the easement. The County's role as Third Party Enforcement are more in line with the easements more recently negotiated and allows for the County to step in should the Land Trust fail to enforce the involved easement, and

WHEREAS, the County therefore wishes to release any claim to rights as a grantee of this Conservation easement, and

WHEREAS, the New York State Department of Agriculture and Markets also supports this corrective amendment and has acknowledged the same in Exhibit C, and

WHEREAS, the Conservancy's Board of Directors has approved this Conservation Easement Corrective Amendment and determined that it complies with the Conservancy's Conservation Easement Amendment policy, is consistent with the conservation purposes of the Original Easement, confers no private benefit on Landowners, is consistent with the purposes of Section 170(h) of the Internal Revenue Code and applicable IRS regulations, and provides a clear conservation benefit to the Conservancy by streamlining the administration of the Original Easement and clarifying the rights and obligations of Dutchess County in relation to the Original Easement, and

WHEREAS, this Conservation Easement Corrective Amendment is established in perpetuity exclusively for conservation purposes consistent with the provisions of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law"); and with Title 26, Sections 170(h)(1)-(6), 2031(c), 2055, and 2522, of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"); and under Treasury Regulations at Title 26, Section 1.170A-14 *et seq.*, of the Code of Federal Regulations, as amended, and

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Conservation Law and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the Internal Revenue Code, and

WHEREAS, the Landowners and the Conservancy intend that this Conservation Easement Corrective Amendment shall not modify the provisions of the Original Easement except as provided herein, and

WHEREAS, the amendments do not change any of the provisions protecting the property's farmland, no changes to the rights reserved by the farmers, and no changes with regard to the State's reserved rights, now therefore be it,

RESOLVED, that the County Executive is authorized to sign the Conservation Easement Corrective Amendments on behalf of the County of Dutchess in substantially the same form as annexed hereto, removing the County as Grantee from the original easement deed, and giving the County third-party enforcement rights.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/14/2018

CA-189-18
LDF/kvh G-0179 10/12/18
Fiscal Impact: 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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
Resolution to allow the amendment of an agricultural easement, which was partially purchased with PMG funding.

Prepared by: Brad Barclay Prepared On: 10/4/2018

CONSERVATION EASEMENT CORRECTIVE AMENDMENT

Between

Mead Orchards LLC
as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.,

as Grantee

v.1
September 11, 2018

Record and Return to:
Dutchess Land Conservancy
P.O. Box 138
Millbrook, New York 12545

CONSERVATION EASEMENT CORRECTIVE AMENDMENT

This **CONSERVATION EASEMENT CORRECTIVE AMENDMENT** is entered into this ____ day of _____, 2018, between **Mead Orchards LLC,** with an address at 15 Scism Road, Tivoli, New York 12583, as Grantor (the "Landowners"), and **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation with an office at 4289 Route 82, Millbrook, New York 12545, as Grantee (the "Conservancy").

Recitals

WHEREAS, Landowners are the sole owner in fee of real property (the "Property"), described in Exhibit A of a Conservation Easement Deed granted to the Conservancy on January 19, 2001 by the Landowners and recorded in the office of the Dutchess County Clerk on January 23, 2001 at Document Number 02 2001 631 (the "Original Easement"). The Property consists of approximately 84 acres, improved with barns and sheds, at 15 Scism Road in the Town of Red Hook, Dutchess County, New York.

WHEREAS, the Property is subject to the aforesaid Original Easement.

WHEREAS, the Original Easement purported to name the County of Dutchess (the "County") as a grantee, but the County did not execute the Original Easement and therefore never became a grantee.

WHEREAS, naming the County as grantee when it is not actually a grantee has created confusion as to the respective rights and responsibilities of the parties to the Original Easement. The Landowners and the Conservancy wish to eliminate this confusion by executing this Conservation Easement Corrective Amendment clarifying the rights and obligations of the Conservancy and the County in relation to this Conservation Easement.

WHEREAS, Dutchess County no longer wishes to claim any rights as grantee of this Conservation Easement and wishes instead to have third party enforcement rights and to be acknowledged as a funder of the purchase of the Original Easement. The County therefore releases any claim to rights as a grantee of this Conservation Easement and has memorialized this wish in Exhibit C hereto.

WHEREAS, the Conservancy's Board of Directors has approved this Conservation Easement Corrective Amendment and determined that it complies with the Conservancy's Conservation Easement Amendment policy, is consistent with the conservation purposes of the Original Easement, confers no private benefit on Landowners, is consistent with the purposes of Section 170(h) of the Internal Revenue Code and applicable IRS regulations, and provides a clear conservation benefit to the Conservancy by streamlining the administration of the Original Easement and clarifying the rights and obligations of Dutchess County in relation to the Original Easement.

WHEREAS, this Conservation Easement Corrective Amendment is established in perpetuity exclusively for conservation purposes consistent with the provisions of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law"); and with Title 26, Sections 170(h)(1)-(6), 2031(c), 2055, and 2522, of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"); and under Treasury Regulations at Title 26, Section 1.170A-14 *et seq.*, of the Code of Federal Regulations, as amended.

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Conservation Law and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the Internal Revenue Code.

WHEREAS, the Landowners and the Conservancy intend that this Conservation Easement Corrective Amendment shall not modify the provisions of the Original Easement except as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree to the following modification to the Original Easement:

1. The first paragraph of the Original Easement is hereby amended by deleting "the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter the "COUNTY")."

2. On page 1, the paragraph that begins "WHEREAS, the County is qualified…" is hereby amended to read as follows:

"WHEREAS, the County has agreed to accept the role of municipal sponsor for the New York State Department of Agriculture and Markets Farmland Protection Grant, which has provided approximately 75% of the funds necessary for the purchase of this Easement; the remaining funds being appropriated through the Dutchess County Open Space and Farmland Protection Matching Grant Fund."

3. On page 1, the second paragraph numbered as "1" that begins "The County has determined…" is hereby amended by deleting the words "…County has determined that acquiring a conservation easement on the Property will help further the County's conservation and economic purposes as further hereinafter set forth and the"

4. On page 2, the paragraph numbered as "3" at the top of the page is hereby amended to read as follows:

   "The Conservancy, in its role as a conservation organization, has obtained extensive experience monitoring and administering conservation easements."

5. Wherever the Original Easement uses the word "Grantees," the word "Grantee" shall be substituted and plural verbs and pronouns relating to "Grantees" shall become singular.

6. Sections 6.3, "Notice to the County," and 6.3A, "Notice to the County Pursuant to the Easement," are hereby deleted.

7. Section 8.4, "Enforcement," is hereby amended to read as follows:

> 8.4 Enforcement. The Conservancy has the right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of Article 49, Title 3 of the Conservation Law, against any or all of the owners of the Property or any part thereof. If there is a violation or threatened violation of this Conservation Easement, the Conservancy shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

8. Section 8.5, "Cooperative Enforcement" is hereby deleted and replaced by the following new Section 8.5, "Third Party Enforcement Right":

> 8.5 Third Party Enforcement Right. In recognition of the fact that funds are being provided by the County of Dutchess (the "County") for the acquisition of this Conservation Easement, the Landowner and the Conservancy grant to the County a third party enforcement right to enforce the terms of this Easement against any and all of the owners of the Property, or any part thereof, at law or in equity, without limitation, pursuant to the Conservation Law. The terms of the County's third-party enforcement right are as follows: In the event that the County believes that the Conservancy has failed to carry out its monitoring responsibility or has failed to enforce any of the terms of this Conservation Easement, the County shall provide notice to the Conservancy of such failure, with a copy to the Landowner. The Conservancy shall have 45 days to respond to the notice either by carrying out the monitoring or enforcement needs identified by the County or by explaining the Conservancy's monitoring and enforcement activities and/or interpretation of the Conservation Easement. If the County still believes that a violation has occurred without enforcement or that monitoring needs are still unmet, the County may monitor or inspect the Property and may enforce the terms of the Easement against the Landowners by action in a court of competent jurisdiction. In such instance, the County shall notify the Conservancy and the Landowners by certified mail or by a recognized national overnight delivery service of its intent to monitor or exercise its enforcement right at least 10 days prior to exercising such right. Neither the 45-day nor the 10-day notification requirement shall apply when its application may result in significant harm to the conservation purposes of this Easement. In any case where a court finds that a violation has occurred, the Landowners shall reimburse the County for all of its expenses incurred in stopping and correcting the violation, including but not limited to, reasonable attorneys' fees. The failure of the County to discover a violation or to take immediate legal action shall not bar the County from doing so at a later time. In any case where a court finds that no violation has

occurred, each party shall bear its own costs. The Conservancy shall provide to the County a copy of any notice or document provided to the Landowners regarding enforcement of this Easement.

9. Section 8.7A, part of Section 8.7, "Amendment," is hereby amended to read as follows:

   8.7.A. General. This Conservation Easement may be amended only by a recorded instrument signed by the Landowner and Grantee. Such amendment shall require the written consent of the Department of Agriculture and Markets. Any such amendment: (i) shall be consistent with the purposes of this Conservation Easement, (ii) shall comply with Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that Section, and (iii) shall be consistent with Article 49, Title 3, of the Environmental Conservation Law and any regulations promulgated pursuant to that law. Notice of such proposed amendment, including the full text thereof, shall be sent to "The New York State Department of Agriculture and Markets" and the "County", giving them an opportunity to respond.

10. Section 8.7.B., "Farmstead Complex," is hereby amended by deleting the words ", on behalf of the County."

11. Section 8.8, "Approvals in Writing," is hereby amended by deleting the phrase "the County or" which appears twice in that section, both times it appears.

12. Section 8.9, "Encumbrance by Conservation Easement," is hereby amended by deleting the following words that appear in the sixth line: "the County of Dutchess and."

13. Section 8.10 is hereby amended to read as follows:

    8.10 Subordination of Prior Mortgages. At the time of conveyance of this Conservation Easement, as amended, the Property is subject to three mortgages, as follows:

    1. Credit Line Mortgage in the amount of $300,000.00 given by Charles S. Mead and Linda M. Mead and Mead Orchards LLC to First Pioneer Farm Credit A.C.A. dated October 24, 2003 recorded on January 14, 2004 in the Office of the County Clerk, Dutchess County, New York as Document #01/2004/1026.

    2. Credit Line Mortgage in the amount of $186,000.00 given by Charles S. Mead and Linda M. Mead and Mead Orchards LLC to First Pioneer Farm Credit A.C.A. dated June 6, 2006 recorded on June 14, 2006 in the Office of the County Clerk, Dutchess County, New York as Document #01/2006/9823.

    3. Credit Line Mortgage in the amount of $1,000,000.00 given by Mead Orchards LLC, Charles S. Mead and Linda M. Mead to Farm Credit East, ACA dated March 13, 2015 recorded on March 13, 2015 in the Office of the County Clerk, Dutchess County, New York as Document #01/2015/1661.

The undersigned Lender is the current holder of all three mortgages. The Lender consents to the terms and intent of this Conservation Easement, as amended, and agrees that the liens represented by its mortgages are held subject to this Conservation Easement, as amended. The Lender agrees, for itself and its successors and assigns, to be bound by the restrictions in this Conservation Easement, as amended, to the same extent as would occur if the mortgages had been recorded after the execution of this Conservation Easement and Corrective Amendment, and further agrees that its rights in the Property shall be subordinate to this Conservation Easement to the extent necessary to permit the Conservancy and its successors and assigns to enforce the purpose and restrictions in this Conservation Easement in perpetuity. The exercise of any rights of the Lender, including foreclosure or deed in lieu of foreclosure, shall not modify or extinguish this Conservation Easement. This Section shall not affect the priority of the related mortgages with respect to the proceeds of any sale, condemnation proceedings, insurance or to the leases, rents and profits of the Property, provided that if this Conservation Easement is extinguished pursuant to Section 9.4 below, the Conservancy and County shall receive their shares of the proceeds resulting from any subsequent sale, exchange, or involuntary conversion as provided in Section 9.4, including any condemnation or insurance proceeds. Any lien that may be created by the exercise by the Conservancy (or by its permitted successors and assigns) of any of its rights under this Conservation Easement shall be junior to the Mortgages, except as provided in the preceding sentence. Upon request, the Conservancy agrees to subordinate its rights under this Conservation Easement to the proceeds, leases, rents and profits described above and likewise to subordinate its rights under any lien and to execute any documents required with respect to such subordination, except to the extent that the Conservancy is entitled to its share of proceeds as provided above. The priority of the exercise of any of the Conservancy's rights under this Conservation Easement prior to the creation of a mortgage shall not be affected thereby, nor shall this Conservation Easement be subordinated in any other respect. This provision shall survive extinguishment of the Conservation Easement.

14. Section 9.3, "Inspection," is hereby amended by deleting the words "the County" in the first line, and shall add an additional sentence at the end of the paragraph to read as follows:

"The County shall have the right to inspection if the Conservancy fails to conduct its monitoring adequately."

15. Section 9.4, "Extinguishment," is hereby amended to read as follows:

9.4. Extinguishment and Proceeds. If the exercise of eminent domain or any other unexpected change in the conditions surrounding the Property makes impossible the fulfillment of the conservation purposes of this Conservation Easement, and if this Easement is extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Landowners, the Conservancy and the

County shall be entitled to that portion of the proceeds equal to the proportionate value of the Conservation Easement as provided below. For such purposes only, the Landowners agree that the conveyance of this Conservation Easement to the Conservancy gives rise to a property right, immediately vested in the Conservancy and the County, with a fair market value that is equal to the proportionate value that the conservation easement hereby created at the date hereof bears to the value of the Property as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property). The Conservancy agrees to pay over to the County all proceeds received under this Section, except for those funds necessary to cover the Conservancy's costs in administering this Section. The County agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this Conservation Easement. The cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Conservation Easement. This provision shall survive extinguishment of the Conservation Easement.

16. A new Exhibit "C" is hereby added to the Original Easement and is attached hereto and made a part hereof. Exhibits "A" and "B" to the Original Easement are unchanged and remain in full force and effect.

17. **Ratification of Original Easement.** In all other respects not in conflict with the modifications described above, the parties hereto ratify and confirm the Original Easement. This Conservation Easement Corrective Amendment shall be recorded in the office of the County Clerk of Dutchess County in the same manner as a deed.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

LANDOWNERS
MEAD ORCHARDS, LLC

By: _____
Charles S. Mead

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

Approved solely for the purposes and to the extent described in paragraph 13 above:

[NAME OF LENDER]

By:_____

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____ , in the year 2018 before me, the undersigned, personally appeared **CHARLES S. MEAD**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ____ day of _____, in the year 2018 before me, the undersigned, personally appeared **Rebecca E. C. Thornton,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____ , in the year 2018 before me, the undersigned, personally appeared **[NAME OF LENDER'S REPRESENTATIVE]**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

PROPERTY DESCRIPTION:

All that certain tract, piece and parcel of land situated in the Town of Red Hook, County of Dutchess, State of New York, described in Exhibit A of a Conservation Easement Deed filed on January 23, 2001 at Document # 02 2001 631.

EXHIBIT C

ACKNOWLEDGMENTS

For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Easement, the Right to Receive Proceeds and the Obligation to Use Proceeds for Conservation Purposes upon Extinguishment, the Release of any Claim as Grantee, and Acceptance of the Role of Third Party Right of Enforcement

DUTCHESS COUNTY

By: _____
Marcus J. Molinaro
County Executive

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____ , in the year 2018 before me, the undersigned, personally appeared **MARCUS J. MOLINARO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

For the Sole Purpose of Acknowledging Approval of this Conservation Easement Corrective Amendment:

New York State Department of Agriculture and Markets

By: _____

Michael Latham, Director – Division of Land & Water Resources

Date: _____

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____ , in the year 2018 before me, the undersigned, personally appeared **MICHAEL LATHAM**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

CONSERVATION EASEMENT DEED

This **CONSERVATION EASEMENT DEED** is entered into this 19th day of January, 2001, between **MEAD ORCHARDS, LLC**, of 15 Scism Road, Tivoli, New York 12583, as Grantors (the "Landowners"), the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "COUNTY") and **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation with an office at 2908 Route 44, Millbrook, New York 12545, (the "Conservancy"), both as Grantees.

Recitals

WHEREAS, the Landowners are the owners in fee of real property (the "Property") described in Exhibit A attached hereto and incorporated by reference:

1 The Property consists of approximately 84 acres, improved with barns and sheds, at 15 Scism Road in the Town of Red Hook, Dutchess County, New York.

2 The Property is shown on the Conservation Easement Map attached hereto as Exhibit B and incorporated by reference, and on a survey map titled Conservation Easements from Mead Orchards, LLC and Charles S. and Linda M. Mead, prepared by Robert C. Zimmerman, Licensed Land Surveyor, dated August 13, 2000, revised October 13, 2000 and October 23, 2000 and filed in the Dutchess County Clerk's Office on December 20, 2000 as Map No. 11,114.

WHEREAS, the County is qualified to hold conservation easements pursuant to Article 49, Title 3, of the Environmental Conservation Law of the State of New York ("The Conservation Law") and has agreed to accept the role of the municipal sponsor for the New York State Department of Agriculture and Markets Farmland Protection Grant, which has provided approximately 75% of the funds necessary for the purchase of this Easement; the remaining funds being appropriated through the Dutchess County Open Space and Farmland Protection Matching Grant Fund.

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York -and is qualified to acquire conservation easements, and be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the United States Internal Revenue Code of 1986, as amended.

WHEREAS, the parties recognize the following:

1. The County has determined that acquiring a conservation easement on the Property will help further the County's conservation and economic purposes as further hereinafter set forth and the Conservancy has determined that acquiring a conservation easement on the Property which protects the agricultural values of the Property and which promotes the use of sound agricultural practices will further its charitable purposes of preserving the natural, ecological, cultural and scenic value of the Hudson River Valley.

2. The Property is characterized by scenic views, open farmlands, woodlands, wetlands and natural beauty, and is highly visible from Scism Road, West Kerleys Corners Road (County Road 78), and NYS Route 9, all public highways. The Property consists of 1,000 +/- feet of frontage on Scism Road.

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

4. It is important to the conservation of the open, scenic and natural character and beauty of the area to maintain the Property's agricultural use, open fields and forest lands while restricting development so that it is compatible with the natural surroundings.

5. The Property is in close proximity to other private lands which are already permanently protected by conservation easements.

6. The Master Plan of the Town of Red Hook Plan states, "that there be a strong encouragement provided to the agricultural community for the maintenance of agricultural activities and the associated preservation of the irreplaceable agricultural resources. The Town can assist in maintaining the traditional viability of agriculture for this generation, and future generations, by encouraging the conservation of areas with prime agricultural soils, segregating agricultural and incompatible non-agriculture uses in the interest of the agricultural pursuits, reducing pressures to convert agricultural land to other uses, and implementing programs which encourage and support farm operations".

7. The expanse of farmland found in Red Hook, Dutchess County is important to the natural, ecological, cultural, scenic and historical values of the Hudson River Valley.

8. The Dutchess County Legislature adopted the Dutchess County Agricultural and Farmland Protection Plan on May 11, 1998 which states that, "Farms and farmland contribute to the County's economy as a whole, through the jobs and dollars generated and to the County's open landscapes, character, and sense of identity, and environmental quality". The Plan recommends the purchase of development rights as an important tool in encouraging landowners to keep their farms in production, and states that Dutchess County should develop partnerships with knowledgeable professionals in the private sector, particularly the County's land conservancies, to facilitate the development and improvement of a Dutchess County Development Rights Acquisition Program. In furtherance of this recommendation, the County is contributing **$58,752.34** towards the purchase of this Conservation Easement through the Dutchess County Open Space and Farmland Protection Matching Grant Fund and in addition has accepted the role of municipal sponsor for a New York State Agriculture and Markets Grant which is providing **$176,257.02.** Both amounts are exclusive of miscellaneous related acquisition expenses.

9. The Dutchess County Legislature, in the County Master Plan, Directions, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands should be preserved. Directions emphasizes the preservation of prime agricultural soils, floodplains and wetlands and encourages open space land uses and the protection of scenic resources. Policy 5.16 supports measures to preserve the County's prime and important agricultural soils. Policy 5.20 advocates the preservation of the County's scenic resources and significant natural areas. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas to provide recreational space, wildlife habitat natural buffers and aquifer protection. Directions recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve agricultural lands in rural areas.

10. The Property is located within the Dutchess County Agricultural District #20, established by Dutchess County pursuant to Article 25AA of the New York Agricultural and Markets Law, encouraging the continuation and protection of agriculture.

11. The Property contains farmland soils of statewide importance, which are important for the production of food, feed, forage and fiber crops, as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

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

13. The acquisition of a conservation easement on the Property will enhance the agricultural critical mass within the Red Hook Breadbasket, an area listed in the New York State Open Space Plan Conserving Open Space in New York State 1997, as an area that is threatened by development and loss of farmland. Within the Red Hook Breadbasket a number of farms making up a "critical mass" of approximately 1024 acres have been preserved.

14. The Property is in the watershed of the Stony Creek, a tributary of the Hudson River and contains a portion of Freshwater Wetland No. CM-22, a Class II wetland, designated pursuant to Article 24 of the New York Environmental Conservation Law, for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems.

15. The Property contains 800 +/- linear feet of the Stony Creek (a.k.a. the White Clay Kill), classified by the New York State Department of Environmental Conservation as a Class D stream according to its best use for fishing in order to meet the goal of the Federal Clean Water Act and to encourage continuous protection to keep the stream clean for the future.

16. Subdivision and development pressure threaten the continued agricultural, rural, scenic, ecological, forested, and open space character of the Property and the scenic view along Scism Road, West Kerleys Corners Road (County Road 78), and NYS Route 9.

WHEREAS, the Conservancy has determined that acquisition of a conservation easement on the Property will further its charitable purposes of protecting areas of rural, scenic and relatively natural character in Dutchess County.

WHEREAS, the Landowners share the land conservation goals of the Conservancy and desire to ensure that the rural, scenic and ecological characteristics of the Property will be preserved for the benefit of future generations.

WHEREAS, the parties desire to ensure that the agricultural characteristics of the Property will be protected for the benefit of future generations, and desire to preserve the character of the Property in perpetuity by entering into this Conservation Easement Deed pursuant to the provisions of Article 49, Title 3, of the Conservation Law.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF EASEMENT.

The Landowners grant to the Grantees, a perpetual conservation easement over the Property on the terms contained in this Deed (the "Conservation Easement"). The Conservation Easement shall encumber the Property.

2. PURPOSE.

The primary purpose of this Conservation Easement is to conserve productive agricultural lands. The secondary purpose of this Conservation Easement is to protect the scenic and natural resources associated with the Property for the benefit of the public and for future generations as long as they do not conflict with the primary purpose of this Conservation Easement. The Landowners and the Grantees share the common desire to conserve these resources by the conveyance of this Conservation Easement, in order to prevent the use or development of the Property for any purpose or in any manner which would conflict with the maintenance of these resource values.

3. RESERVED RIGHTS.

The Landowners reserve for themselves and their successors in interest all rights with respect to the Property or any part thereof, including without limitation the right of exclusive possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof, as owner, subject to the restrictions and covenants set forth in this Conservation Easement Deed. This Conservation Easement does not grant the general public any right to enter upon any part of the Property. This Conservation Easement does not restrict an owner of the Property or part thereof from imposing further restrictions upon conveyance or otherwise.

4. RESTRICTIONS APPLICABLE TO THE PROPERTY.

By this Conservation Easement Deed, the Landowners agree to restrictions that apply to the "Farmstead Complex" and additional restrictions that apply only to the "Farm Area(s)", as set forth in Section 6. The Landowners may take certain actions relating to the Property only after giving the Conservancy prior notice or obtaining the Conservancy's prior consent.

5. DEFINITIONS.

As used in this Conservation Easement, the term landowner includes the owner(s) of fee simple title and of any beneficial equity interest in the Property or any portion thereof, and includes the original Grantors, their heirs, successors and assigns, all future owners of all or any portion of the Property, and any party entitled to possession or use thereof-, and the term "Grantee" includes the original Grantee and its successors and assigns.

The term agricultural purposes means planting, raising, harvesting and producing agricultural, aquacultural, horticultural and forestry crops and products of every nature and description, breeding, raising, training, pasturing, grazing, boarding and sale of horses and livestock of every nature and description; equestrian activities (including horseback riding instruction, husbandry and other [non-commercial] equestrian activities); breeding and raising bees, fish, poultry and other fowl; and the primary processing, storage and sale, including direct retail sale to the public of crops and products, which are primarily harvested and produced on the Property and in addition, those agricultural purposes provided for in Section 301 of the New York State Agriculture and Markets Law.

The term farm labor housing means structures used to house seasonal and/or full-time employees where such residences are provided by the farm landowner and/or operator, the worker is an essential employee of the farm landowner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the farm operation. For instance, a mobile home used as the primary residence of a farm owner is not farm labor housing.

The term sound agricultural practices means practices necessary for the on-farm production, preparation and marketing of agricultural commodities. A practice is considered to be sound if it is legal, necessary, does not cause bodily harm or property damage off the farm, and achieves the intended results in a reasonable and supportable way.

6. PERMITTED USES.

Permitted uses of the Property vary depending on where on the Property the use occurs. The Property is divided into two principal areas, which are depicted on the Easement Map attached hereto as Exhibit B. 1) the Farmstead Complex, described in Exhibit A attached hereto, centered around existing or proposed farm structures and residential dwellings; 2) the Farm Area, described in Exhibit A attached hereto, which comprises the majority of the Property.

6.1 Within the "Farmstead-Complex":

6.1.A. Farming Practices. The Landowners have the right to produce crops, livestock and livestock products and conduct farm operations as defined under Section 301 of the New York State Agriculture and Markets Law ("the Agriculture and Markets Law"), or such successor law as is later promulgated, which includes but is not limited to the right to establish, reestablish, maintain, and use cultivated fields, orchards, and pastures. Said farming practices shall be carried out in accordance with sound agricultural practices, together with the right to construct, maintain and repair farm access roads for these purposes.

6.1.B. Agricultural Structures & Improvements. The Landowners have the right to maintain, repair and enlarge all existing buildings and improvements and to construct, maintain and repair new agricultural buildings within the Farmstead Complex. Said structures shall be used solely for agricultural purposes or other purposes directly related thereto, including but not limited to the processing or sale of farm products. Notwithstanding the provisions of this Section, said structures may be adaptively used for farm labor housing as defined in Section 5 herein, and/or for non-agricultural home occupations or cottage industries as defined in Section 6.1.G herein. The land on which these structures stand shall not be subdivided from the Farmstead Complex.

6.1.C. Fences. Existing fences may be repaired and replaced, and new fences may be constructed or installed anywhere in the Farmstead Complex for purposes of reasonable and customary management of livestock and wildlife, and to prevent trespassing on the Property.

6.1.D. Single Family Principal Residential Dwellings. The Landowners have the right to construct new single-family principal residential dwellings (subject to applicable laws) within the Farmstead Complex and to repair or enlarge them, provided, however, in no event shall there be more than two (2) single family principal residences within the

Farmstead Complex. The Landowners have the right to establish and carry out home occupations or cottage industries within said permitted principal residential dwellings provided said activities are compatible with the rural character of the Property and subordinate to the residential use. Two of the single family residences referenced to herein may be subdivided from the Farmstead Complex.

6.1.E. Farm Labor Housing. The Landowners have the right to repair, enlarge or replace any or all existing dwellings or structures used for farm labor housing within the Farmstead Complex (subject to applicable laws). New single or multi-family dwellings or structures to be used as farm labor housing may be constructed within the Farmstead Complex. Existing non-habitable structures may be adaptively reused to create farm labor housing, subject to applicable laws. The land on which these structures stand shall not be subdivided from the Farmstead Complex.

6.1.F. Agriculture-related Commercial Activities. The Landowners have the right to establish and carry out agriculture-related commercial activities and build or install structures necessary for the same within the Farmstead Complex. Such activities include, but are not limited to, the storage and sale of farm produce and related products, processing and packaging of farm produce, farm machinery repair, and saw mills. The land on which these structures stand shall not be subdivided from the Farmstead Complex.

6.1.G. Customary Home Occupations or Cottage Industries. The Landowners have the right to establish and carry out home occupations or cottage industries within the Farmstead Complex, provided said activities are compatible with the rural character of the Property and the agricultural or forestry uses of the Property. Examples of customary home occupations or cottage industries are, without limitation, professional offices within the home, bed and breakfasts, and crafts production. The land on which these structures stand shall not be subdivided from the Farmstead Complex.

6.1.H. Recreational and Educational Uses. The Landowners have the right to construct, maintain and repair structures for customary rural recreational and educational uses within the Farmstead Complex. These uses may include, but are not limited to, cross-country skiing, horseback riding, camping, home schooling, day care, farm tours, agricultural classes, hunting, game preserves, fishing, trapping, nature interpretation, and other educational programs. The land on which these structures stand shall not be subdivided from the Farmstead Complex.

6.1.I Water Resources. The Landowners have the right to utilize, maintain, establish, construct, or otherwise improve water sources, courses, and bodies, including the construction of ponds or reservoirs, within the Farmstead Complex for uses expressly permitted herein and in accordance with applicable laws. Water may be sold for commercial purposes provided that the extraction and sale do not conflict with the agricultural use of the Property and that it is done in accordance with applicable laws.

6.1.J. Utilities, Driveways, Roadways. The Landowners have the right to construct and repair utilities, driveways and/or roadways necessary to serve any permitted uses in the Farmstead Complex, as listed herein. Such utilities include water lines, sewer lines, electric lines, wells and septic systems.

6.1.K Notice of Changes to the Farmstead Complex. At least ten (10) days before commencing any new commercial or education use (including home occupation, cottage industries, and recreational uses associated with a commercial or educational enterprise) or constructing any residence, accessory, structure exceeding 1, 000 square feet in gross floor area or parking area that includes more than eight new parking spaces, the Landowners shall give written notice to the Conservancy of their intent to do so, along with a map showing the location and approximate size of the proposed commercial or educational use, residence, structure, or parking area.

6.2. Within the "Farm Area":

6.2.A. Farming Practices. The Landowners have the right to produce crops, livestock and livestock products and conduct farm operations as defined herein pursuant to the term agricultural purposes as set forth in Section 5 of this Easement together with the right to construct, maintain and repair farm access roads for these purposes. Said farming practices shall be carried out in accordance with sound agricultural practices.

6.2.B. Forestry Management. The Landowners have the right to harvest timber and other wood products and construct, maintain and repair farm access roads necessary for such activities, in accordance with generally-accepted forest management practices that shall not result in significant soil degradation, or degradation of the forest ecosystem. Said timber cutting shall be carried out in accordance with a forest management plan prepared by a reputable and qualified forester who is a member in good standing of the Society of American Foresters and/or a Cooperating Consulting Forester with the New York State Department of Environmental Conservation, except that the Landowners may clear forested areas within the Farm Area for immediate conversion to farmland, may harvest firewood, or timber for use in building or container repair and/or construction, and may remove trees that are diseased or dangerous, all without being subject to such a plan.

6.2.C. Agricultural Structures & Improvements. The Landowners have the right to construct, maintain, and repair buildings and other improvements solely for agricultural purposes, within the Farm Area, and in accordance with sound agricultural practices with the advance written permission of the Conservancy. The Conservancy shall decide upon a request for permission with respect to the above within 30 days from receipt of written request, provided that the Landowners have supplied sufficient information to make such a determination, unless the Conservancy determines that the proposed building or structure is not consistent with the purpose of this easement, would be unnecessarily located on farmland soils of statewide importance, or would otherwise significantly diminish the agricultural production capacity of the Property. Permission shall be deemed granted if no decision is communicated to the Landowners within 30 days once sufficient information is received on which to base a determination.. The land on which these structures stand shall not be subdivided from ownership of the farm area, except as outlined in Section 8.I.A herein.

6.2.D. Fences. Existing fences may be repaired and replaced, and new fences may be constructed or installed anywhere in the Farm Area for purposes of reasonable and customary management of livestock and wildlife, and to prevent trespassing on the Property.

6.2.E. **Farm Labor Housing**. The Landowners have the right to construct, maintain and repair new single and multi-family dwellings or structures to be used solely for farm labor housing within the Farm Area. The construction or enlargement of any such structure shall require the advance written permission of the Conservancy. The Conservancy shall decide upon a request with respect to above within 30 days from receipt of written request, provided that the Landowners have supplied sufficient information to make such a determination, unless the Conservancy determines that the proposed building or structure would be unnecessarily located on farmland soils of statewide importance, or would otherwise significantly diminish the agricultural production capacity of the Property. Permission shall be deemed granted if no decision is communicated to the Landowners within 30 days after a determination has been made that sufficient information was received to make a determination. The land on which these structures stand shall not be subdivided from ownership of the farm area, except as outlined in Section 8.I.A herein.

6.2.F. **Single-family Residential Dwellings**. No single-family residential dwellings may be constructed within the Farm Area, except as specified in Section 6.2.E.

6.2.G. **Recreational and Educational Uses**. The Landowners have the right to conduct customary rural recreational and educational uses within the Farm Area with the advance written permission of the Conservancy provided that such uses do not interfere with agricultural operations and do not require the construction of any new structures. These uses may include, but are not limited to, cross-country skiing, horseback riding, camping, farm tours, agricultural classes, hunting, game preserves, fishing, trapping, nature interpretation, and other educational programs. However, golf courses and golf driving or putting ranges are strictly prohibited from the Property. The Conservancy shall give written permission with respect to the above within 30 days from receipt of written request, provided that the Landowners have supplied sufficient information to make such a determination, unless the Conservancy determines that the proposed use would be unnecessarily located on farmland soils of statewide importance, or would otherwise significantly diminish the agricultural production capacity of the Property. Permission shall be deemed granted if no decision is communicated to the Landowners within 30 days after a determination has been made that sufficient information was received to make a determination. The land on which these uses occur shall not be subdivided from ownership of the farm area, except as outlined in Section 8.I.A herein.

The land on which these uses occur shall not be subdivided into separate or individual lots.

6.2.H. **Water Resources**. The Landowners have the right to utilize, maintain, establish, construct, or otherwise improve water sources, courses, bodies and irrigation within the Farm Area for uses expressly permitted herein, provided such activities are carried out in accordance with sound agricultural practices.

6.2.I **Showing of Necessity of Locating Use Within Farm Area**. In addition to any other conditions required hereunder, in order to receive permission to conduct non-agricultural uses in the Farm Area, the Landowners must demonstrate to the Conservancy that such uses or structures cannot be adequately accommodated within the Farmstead

Complex and will not interfere with the fulfillment of the purposes of this Conservation Easement.

6.3 Notice To County:

6.3.A. Notice To The County Pursuant To Easement. In those instances where a notice is required to the Conservancy, pursuant to any provision of this Easement, whether to advise the Conservancy of a given circumstance or to seek its permission to take a certain action, the Conservancy, shall promptly upon such notification, so notify the County in writing.

7. RESTRICTED USES.

The restrictions imposed upon the Property are as follows:

7.1. Use and Building Prohibitions. No residential, commercial, industrial or mining activities shall be permitted, and no building, structure, appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Property, except as expressly permitted by this Conservation Easement.

7.2. Signage Restrictions. No internally-lit or neon signs shall be erected or displayed on the Property. No billboards shall be erected or displayed on the Property. Billboards are defined for the purposes of this Conservation Easement as signs larger in size than 32 square feet.

7.3. Waste Management. The dumping, collection, recycling, or storage of trash, human waste, refuse or debris on the Property shall not be permitted. However, farmers shall be allowed to store and collect such wastes if they are used for agricultural production purposes on the Property and they are managed in an environmentally and agronomically sound manner. This prohibition shall not apply to the storage and spreading of manure, lime, or other acceptable fertilizers or soil conditioners for agricultural practices and purposes or the temporary storage of trash in receptacles for periodic off-site disposal, and the storage or placement of organic material generated by agricultural uses of the Property, all of which are hereby permitted provided that any such activity shall be in accordance with sound agricultural practices.

7.4. Chemicals. All pesticides, herbicides, fertilizers, or other chemical treatment of the Property shall be used in accordance with the directions on the chemical labels and/or applicable federal or state law.

7.5. Mining Prohibitions. There shall be no excavation, removal of topsoil, sand, gravel, rocks or minerals, in any manner, except as may be reasonably necessary and incidental to carrying out the agricultural improvements and uses permitted on the Property by this Conservation Easement. No quarry, gravel pit, mining or drilling, or other mining or drilling activities prohibited under applicable provisions of Section 170(h) of the Internal Revenue Code are permitted on or under the Property. This shall not prevent the installation of local and residential utility lines, wells, septic systems or other utilities as reasonably necessary to

serve the structures permitted herein, or the construction of ponds or driveways as permitted herein.

7.6. **Reaffirmation**. No use shall be made of the Property, and no activity thereon shall be permitted which, in the reasonable opinion of the Conservancy, is or is likely to become inconsistent with the purposes of this Conservation Easement as stated in Section 2 herein.

8. ADDITIONAL COVENANTS AND PROVISIONS.

8.1. Subdivision.

8.1.A. **For Farming Purposes**. The Property may be partitioned or subdivided only with the prior written permission of the Conservancy, which permission shall be granted only if all parcels of land thereby created will remain viable for agricultural production either individually, or as part of an established farming operation. Such subdivision shall not include the right to construct any new habitable or commercial structures, or relocate any existing habitable or commercial structures, regardless of whether such structures would otherwise be permitted by this Agricultural Conservation Easement. Any partition or subdivision must comply with all applicable land use and subdivision regulations. Mortgages, or other non-possessory interests in land do not constitute subdivisions for the purpose herein, provided such interests encompass the whole Property.

8.1.B. **For Residential Lots**. Subdivision to create parcels for residential, commercial or industrial use is prohibited.

8.2 **Existing Conditions: Baseline Data Report**. By its execution of this Conservation Easement, the Grantees acknowledges that the present uses of the Property are permitted by this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) so as to facilitate future monitoring and enforcement of this Easement, a Baseline Data Report, including photographs, describing such condition at the date hereof, has been prepared and subscribed by all parties, and a copy thereof is on file with each of the Grantees and the Landowners.

8.3 **Monitoring**. The Conservancy shall view the Property from the air or the ground, at its sole discretion, in a systematic manner to assure compliance with the terms of this Conservation Easement, at least annually. An annual report of the results of such monitoring, including advice of compliance or any apparent violations of this Conservation Easement, shall be provided both (1) to the Landowners, or successors of their right, title or interest in the Property and (2) to Dutchess County, with an office at c/o the Dutchess County Attorney, Poughkeepsie, New York (hereinafter the "County").

8.4 **Enforcement**. The County has the exclusive right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of Article 49, Title 3 of the Conservation Law, against any or all of the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, the Conservancy shall, on behalf of the County, notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such

violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. If a violation continues for more than 30 days after notice is given without the Conservancy taking steps to cure the same, or at any time if the violation or a threatened violation threatens immediate and irreparable harm to the resource values of the Property that this Conservation Easement is intended to protect, the County may seek immediate injunctive relief and shall have the right, but not the obligation, to correct it by direct action as well as by pursuing all available remedies at law or in equity. If a violation is determined to have occurred, the Landowner shall reimburse the County for all expenses including reasonable attorneys fees, incurred in enforcing this Conservation Easement and curing the violation. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

8.5 **Co-operative Enforcement**. Although the Conservancy shall be primarily responsible for monitoring (8.3) the Property, the County shall nevertheless, have the independent authority to monitor and inspect the Property, as well as to exercise its enforcement rights. The County and the Conservancy shall make a good faith effort to coordinate their monitoring and enforcement roles and may execute and from time to time amend a memorandum of understanding with respect thereto. The County shall notify the Conservancy of its intent to monitor or inspect the Property or to exercise its enforcement rights at least ten days prior to exercising any of such rights. This requirement of ten day notification shall not apply where its application may result in significant harm to the conservation purposes of this Conservation Easement.

8.6 **Rights Vest In County**. In the event that the Conservancy were to cease to exist, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the New York Environmental Conservation Law, or fail to provide an annual monitoring report pursuant to paragraphs 8.3 above for a period of more than forty-five (45) days after notice of that failure is delivered by the County to the Conservancy at its last known address, then the Conservancy's rights and obligations under this Conservation Easement shall immediately vest in the County. If the Conservancy were to remain in existence at the date at which its rights in this Conservation Easement were to become vested in the County as provided herein, the Conservancy shall execute and record in the Dutchess County Clerk's Office an assignment of this Conservation Easement in accordance with Article 49, Title 3, of the New York Environmental Conservation Law. If the Conservancy were not to be in existence at the date at which its rights were thus to become vested in the County, or if the Conservancy were to fail to execute such a requisite assignment, then the County may compel such an assignment by appropriate action in a court of competent jurisdiction.

8.7. **Amendment**.

8.7.A. **General**. This Conservation Easement may be amended only by a recorded instrument signed by the Landowner and Grantees. Such amendment shall require the written consent of the Department of Agriculture and Markets. If the County agrees to amend the conservation easement, the Conservancy shall be obligated to sign the amendment consenting thereto. Any such amendment: (i) shall be consistent with the proposes of this Conservation Easement; (ii) shall comply with Section 170(h) of the

Internal Revenue Code, or any regulations promulgated in accordance with that Section, and (iii) shall be consistent with Article 49, Title 3, of the Environmental Conservation Law and any regulations promulgated pursuant to that law. Notice of such proposed amendment, including the full text thereof, shall be sent to The New York State Department of Agriculture and Markets.

8.7.B. **Farmstead Complex**. During a one-year period, beginning on the 5th anniversary of the date of execution of this Conservation Easement, and during identical one-year periods following subsequent five year intervals, in perpetuity, the Landowners and the Conservancy, on behalf of the County, shall review the boundaries and/or location of the Farmstead Complex and determine if adjustments should be made, based on changes in the nature of agriculture occurring on the Property which take place during the five year time period. In such a case, if the Landowners demonstrate that the Farmstead Complex should be reconfigured, expanded or relocated in order to allow agriculture to remain a viable use and activity on the Property, then this Conservation Easement, may be amended accordingly pursuant to Section 8.7.A provided that such a change shall not be allowed if it will significantly diminish the agricultural production capacity of the Property, or if it is not consistent with the purposes of this Conservation Easement as established in Section 2, 5 and companion provisions herein, or if it does not comply with Article 49, Title 3, of the Conservation Law, and Section 170(h) of the Internal Revenue Code. Any such amendment that does not comply with the foregoing requirements shall be void and of no force or effect.

8.8 **Approvals In Writing**. Any approval, waiver, or other form of consent or permission required or permitted to be given by the County or the Conservancy under this Conservation Easement shall only be effective if in writing and duly executed on behalf of the County or the Conservancy, as this Easement may otherwise specifically require, except in such cases where permission is, pursuant to this Conservation Easement, expressly deemed granted if no response is given by the Conservancy within a specific time period.

8.9 **Encumbrance by Conservation Easement**. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This {conveyance, lease, mortgage, easement, etc.} is subject to a Conservation Easement which runs with the land and which was granted to the County of Dutchess and the Dutchess Land Conservancy, Inc., by instrument dated _____ _____, 200 , and recorded in the office of the Clerk of Dutchess County at Document #_____. The failure to include such language in any deed or instrument shall not, however, affect the validity or applicability of this Conservation Easement to the Property. Nothing in this Conservation Easement shall be construed as limiting the rights of the holder of such conveyance or mortgage from foreclosing or otherwise enforcing its rights thereunder, provided that any such foreclosure or enforcement of a subsequent or otherwise subordinated or junior mortgage, or other property interest, or other action shall not extinguish this Conservation Easement and the Conservancy's rights hereunder. The Landowners' shall provide 30 days notice to the Conservancy prior to any such action occurring, but the Landowners' failure to provide such notice shall not adversely affect the rights of any holder of any mortgage or other security instruments.

8.10 **Subordination of Prior Mortgages and Lien (Financing Statement) to the Purposes of this Conservation Easement**. The Property is currently encumbered by the following: a mortgage dated November 21, 1997 and recorded on November 21, 1997 in Liber 2322 at Page 249; a mortgage dated November 21, 1997 and recorded on November 21, 1997 in Liber 2322 at Page 250 and a lien (97 3928) filed November 25, 1997, all in the mortgage records in the Office of the Clerk of Dutchess County to secure loans payable to First Pioneer Farm Credit, A.C.A. (the "Lender"). The Lender joins in the execution of this Conservation Easement for the sole purpose of subordinating its rights in the Property to the limited rights of the Grantees, their successors and assigns to enforce the conservation purposes of this Easement in perpetuity.

Pursuant to its Mortgages, Lender's valid claims, now or in the future, to the proceeds of the sale, leases, rents, and profits under such Mortgages shall not be affected by the Lender's subordination to this Conservation Easement, except to the extent that this Conservation Easement shall remain in full force and effect in perpetuity subsequent to the sale or transfer due to foreclosure proceedings. Any lien which might be created as a result of Grantees exercise of any of their rights under this agreement shall be junior to the existing mortgages.

8.11 **Taxes and Assessments**. Each owner of the Property shall pay all taxes and assessments lawfully assessed against the Property or portion thereof owned by such owner, who shall provide receipted tax bills to the Conservancy upon request.

8.12 **Severability**. Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

8.13 **Binding Effect**. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Landowners and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred cease being the Landowners or an owner with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

8.14. Liability; Indemnification.

8.14.A. The Grantees shall have no obligations whatsoever, express or implied, relating to the use, maintenance or operation of the Property.

8.14.B. The Grantees shall not be responsible for injuries or death to persons or damage to property in connection with the administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property.

8.14.C. The Landowners agree to indemnify and hold the Grantees harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of the **Grantees** or **their** agents.

8.14.D. The Landowners further agree to indemnify and hold the Grantees harmless from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property.

8.14.E. The Grantees shall have no liability whatsoever to the Landowners or any other owner for acts taken in good faith in connection with the administration of this Conservation Easement.

8.15 Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to carry out the provisions of this Conservation Easement or which are necessary to qualify this instrument as a conservation easement under Article 49, Title 3, of the Conservation Law or any regulations promulgated pursuant thereto.

8.16 No Forfeiture. Nothing contained herein will result in a forfeiture of the Landowners' title in any respect.

8.17 Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the Laws of New York State.

9. QUALIFIED CONSERVATION CONTRIBUTION COVENANTS.

9.1. Continuity. The Grantees agree that they will assign their rights under this Conservation Easement only to an assignee that: (a) is a qualified organization as defined in Section 170(h) of the Internal Revenue Code and which (b) agrees to continue to carry out the conservation purposes of this Conservation Easement as defined under Section 170(h) and the regulations thereunder and (c) which, in the event of an assignment by the Conservancy, has been approved by the County as a successor to the Conservancy. Any assignee other than a governmental unit must also be an entity able to enforce this Conservation Easement, having purposes similar to those of the Conservancy which encompass those of this Conservation Easement. If the Conservancy ever ceases to exist or no longer qualifies under Section 170(h) or applicable state law, its rights under this Easement shall vest in the County as set forth in paragraph 8.6 hereof.

9.2. Notice. The Landowners shall give the Conservancy written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement. The Landowners shall notify the Conservancy of any conveyance, lease or transfer of all or any part of the Property, such notice to be given in writing at least thirty (30) days in advance of such conveyance, lease or transfer. Any notice required or desired to be given under this Conservation Easement shall be in writing and shall be deemed given when received or three days after mailing, by public or private

delivery service which provides receipt of delivery, properly addressed as follows: (a) if to the Conservancy, at the address set forth above; (b) if to the Landowners, at the. address set forth above; or (c) if to any subsequent owner, at the address of the Property. Any party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this paragraph.

9.3. Inspection. The Conservancy, the County and the Department of Agriculture and Markets, and their duly authorized representatives shall have the right to enter onto the Property at reasonable times, in a reasonable manner, and, where practicable, after giving a minimum of 48 hours prior notice, to inspect for compliance with the terms of this Conservation Easement. In the instance of a violation or suspected violation of the terms of this Conservation Easement, which has caused or threatens to cause irreparable harm to any of the resource values this Conservation Easement is designed to protect, no such advance notice is required.

9.4. Extinguishment. If a subsequent unexpected change in the conditions surrounding the Property make impossible the fulfillment of the conservation purposes of this Conservation Easement, and if the restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Landowners, the County shall be entitled to that portion of the proceeds equal to the proportionate value of the conservation restrictions as provided immediately below. For such purposes only, the Landowners agree that the conveyance of this Conservation Easement to the County gives rise to a property right, immediately vested in the County, with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created at the date hereof bears to the value of the Property as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property). The County agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this Conservation Easement. The cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Conservation Easement.

9.5. Interpretation. This instrument is intended to create a "qualified real property interest" for "conservation purposes" as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes," such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

9.6. Transfer of Development Rights. No development rights in and to the Property, or any part thereof which have been encumbered or extinguished by this Conservation Easement shall be transferred to any location outside the Property, whether pursuant to a cluster development plan or any other agreement or plan for transferable development rights.

10. LIEN LAW SECTION 13.

The Landowners, in compliance with Section 13 of the Lien Law, covenant that the Landowners will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

LANDOWNERS
MEAD ORCHARDS, LLC

By: _____
Charles S. Mead

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton, Executive Director

Approved soley for the purposes and to the extent described in paragraph 8.10 above.

By: _____
Paul C. Herrington, Assistant Secretary Treasurer
First Pioneer Credit, A.C.A.

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

On this 19 day of January, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles S. Mead, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Dorothy P. Trapani
Notary Public

DOROTHY P. TRAPANI
NOTARY PUBLIC
STATE OF NEW YORK
COUNTY OF ULSTER
COMMISSION EXPIRES APRIL 20, 2001

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

On this 19 day of January, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul C. Herrington, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Dorothy P. Trapani
Notary Public

DOROTHY P. TRAPANI
NOTARY PUBLIC
STATE OF NEW YORK
COUNTY OF ULSTER
COMMISSION EXPIRES APRIL 20, 2001

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

On this 11 day of January, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared Rebecca E. C. Thornton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Dorothy P. Trapani
Notary Public

DOROTHY P. TRAPANI
NOTARY PUBLIC
STATE OF NEW YORK
COUNTY OF ULSTER
COMMISSION EXPIRES APRIL 20, 2001

Robert Zimmerman L.S.49246
460 Lasher road
Tivoli, N.Y. 12583

August 17, 2000

MEAD ORCHARDS, LLC-CONSERVATION EASEMENT

All that certain tract, piece and parcel of land situated in the Town of Red Hook, County of Dutchess, State of New York, bounded and described as follows:

Beginning at the point of intersection of the centerline of Scism Road with the centerline of abandoned old Route 9, said point being the southeast corner of the herein described parcel; thence westerly along said centerline of Scism Road N88°-15'W 52.0', S75°-02'W 52.0', S64°-04'W 52.0', S62°-55'W 53.0', S68°-11'W 52.0', S73°-39'W 47.0', S80°-13'W 63.0', S89°-58'W 69.0', N83°-56'W 107.0', , N86°-29'W 94.0', N89°-12'W 51.0', S88°-46'W 97.0', S85°-55'W 94.0', S84°-24'W 102.0' and S81°-47'W 58.0' to the northeast corner of land of Sidney B. and Elizabeth B. Mead; thence westerly along the north line of said land of Mead N75°-08'W 64.0', N58°-52'W 59.0', N68°-30'W 34.0' and N72°-39'-02"W 217.39' to the northwest corner of said land of Mead; thence southwesterly along the west line of said land of Mead S56°-34'W 116.57' to a point in a ditch; thence southerly along said ditch S01°E 168.0' to the intersection of said ditch with the centerline of the White Clay Kill; thence westerly along said centerline of the White Clay Kill and continuing along said land of Mead N55°-21'W 88.0' to the intersection of said White Clay Kill with a small stream, said point being the northeast corner of land now or formerly of Harrison; thence continuing westerly in part along said stream centerline and along the north line of said land of Harrison, the north line of land now or formerly of Bayer and the north line of land now or formerly of the Cicada Group N64°-17'-32"W 255.63', N52°-42'-33"W 172.90', N24°-12'-33"W 50.10', N85°-42'-33"W 330.0', N26°-27'-33"W 300.90' and S84°-47'-27"W 104.28' to the southwest corner of the herein described parcel; thence northerly, westerly and northerly along the east line of said land of the Cicada Group N13°-42'-33"W 77.88', N85°-57'-33"W 6.44' and N00°-15'E 203.20' to an iron rod set; thence easterly, northerly, easterly and northerly along the east line of said land of the Cicada Group N87°-17'E 563.65' to a blazed tree found, N06°E 530.0', N88°-45'E 350.30' to and in part along a stone wall to an iron rod set and N06-30'E 504.58' to and in part along a stone wall to an iron rod found at the northwest corner of the herein described parcel and the southwest corner of land now or formerly of Potter; thence easterly along the south line of said land of Potter N87°-28'E 863.67' to an iron rod set at the southeast corner of said land of Potter and the southwest corner of land now or formerly of Joyce;
thence easterly, southerly and easterly along the south, west and south line of said land of Joyce in part to and along a stone wall S82°-40'E 945.78' to an iron rod set at the northeast corner of the herein described parcel, S17°-10'W 943.14' to an iron rod set and S67°-05'E 58.08' to an iron rod set at the northwest corner of land now or formerly of Simmons; thence southwesterly and southeasterly along the west line of said land of Simmons and along the centerline of abandoned old Route 9 S35°-10'W 279.0', S28°-38'W 64.0', S20°-51'W 55.0', S18°-30'W 69.0', S05°-23'W 64.0', S12°-37'E 58.0', S27°-04'E 62.0', S34°-54'E 65.0' and S43°-24'-26"E 113.74' to the point or place of beginning and containing 83.66 acres of land more or less.

Exhibit "A" to Easement

The property is further divided into two (2) principle areas known as the Farmstead Complex and the farm area. The Farmstead Complex is described as follows:

Beginning at the northeast corner of land of Sidney B. and Elizabeth B. Mead, said point being in the centerline of Scism Road; thence westerly along the north line of said land of Mead and the south line of the above described parcel N75°-08'W 64.0', N58°-52'W 59.0', N68°-30'W 34.0' and N72°-39'-02"W 137.27' to the southwest corner of the herein described parcel; Thence northerly, easterly and southerly through the above described parcel N01°-30'E 316.0' to the northwest corner of the herein described parcel, S88°-30'E 727.35' to the northeast corner of the herein described parcel and S01°-30'W 374.06' to a point in the centerline of Scism Road, said point being the southeast corner of the herein described parcel; thence westerly along said centerline of Scism Road N86°-29'W 50.0', N89°-12'W 51.0', S88°-46'W 97.0', S85°-55'W 94.0', S84°-24'W 102.0' and S81°-47'W 58.0' to the point or place of beginning and containing 6.263 acres of land more or less.

Subject to the rights of the public and the Town of Red Hook to maintain and improve Scism Road.

The Farm Area is described as follows:

Beginning at the point of intersection of the centerline of Scism Road with the centerline of abandoned old Route 9, said point being the southeast corner of the herein described parcel; thence westerly along said centerline of Scism Road N88°-15'W 52.0', S75°-02'W 52.0', S64°-04'W 52.0', S62°-55'W 53.0', S68°-11'W 52.0', S73°-39'W 47.0', S80°-13'W 63.0', S89°-58'W 69.0', N83°-56'W 107.0' and N86°-29'W 44.0'; thence through land of Mead Orchards, LLC N01°-30'E 374.06', N88°-30'W 727.35' and S01°-30'W 316.0' to a point in the north line of land of Sidney B. and Elizabeth B. Mead; thence westerly along the north line of said land of Mead N72°-39'-02"W 80.12' to the northwest corner of said land of Mead; thence southwesterly along the west line of said land of Mead S56°-34'W 116,57' to a point in a ditch; thence southeasterly along said ditch S01°E 168.0' to the intersection of said ditch with the centerline of the White Clay Kill; thence westerly along said centerline of the White Clay Kill and continuing along said land of Mead N55°-21'W 88.0' to the intersection of said White Clay Kill with a small stream, said point being the northeast corner of land now or formerly of Harrison; thence continuing westerly in part along said stream centerline and along the north line of said land of Harrison, the north line of land now or formerly of Bayer and the north line of land now or formerly of the Cicada Group N64°-17'-32"W 255.63', N52°-42'-33"W 172.90', N24°-12'-33"W 50.10', N85°-42'-33"W 330.0', N26°-27'-33"W 300.90' and S84°-47'-27"W 104.28' to the southwest corner of the herein described parcel; thence northerly, westerly and northerly along the east line of said land of the Cicada Group N13°-42'-33"W 77.88', N85°-57'-33"W 6.44' and N00°-15'E 203.20' to an iron rod set; thence easterly, northerly, easterly and northerly along the east line of land of the Cicada Group N87°-17'E 563.65' to a blazed tree found, N06°E 530.0', N88°-45'E 350.30' to and in part along a stone wall to an iron rod set and N06°-30'E 504.58' to and in part along a stone wall to an iron rod found at the northwest corner of the herein described parcel and the southwest corner of land now or formerly of Potter; thence easterly along the south line of said land of Potter N87°-28'E 863.67' to an iron rod set at the southeast corner of said land of Potter and the southwest corner of land now or formerly of Joyce; thence easterly, southerly and easterly along the south, west and south line of said land of Joyce in part to and along a stone wall S82°-40'E 945.78' to an iron rod set at the northeast corner of the herein described parcel, S17°-10'W 943.14' to an iron rod set and S67°-

05'E 58.08' to an iron rod set at the northwest corner of land now or formerly of Simmons; thence southwesterly and southeasterly along the west line of said land of Simmons and along the centerline of abandoned old Route 9 S35°10'W 279.0', S28°38'W 64.0', S20°51'W 55.0', S18°30'W 69.0', S05°23'W 64.0', S12°37'E 58.0', S27°04'E 62.0', S34°54'E 65.0' and S43°24'-26"E 113.74' to the point or place of beginning and containing 77.40 acres of land more or less.

Subject to the rights of the public and the Town of Red Hook to maintain and improve Scism Road.

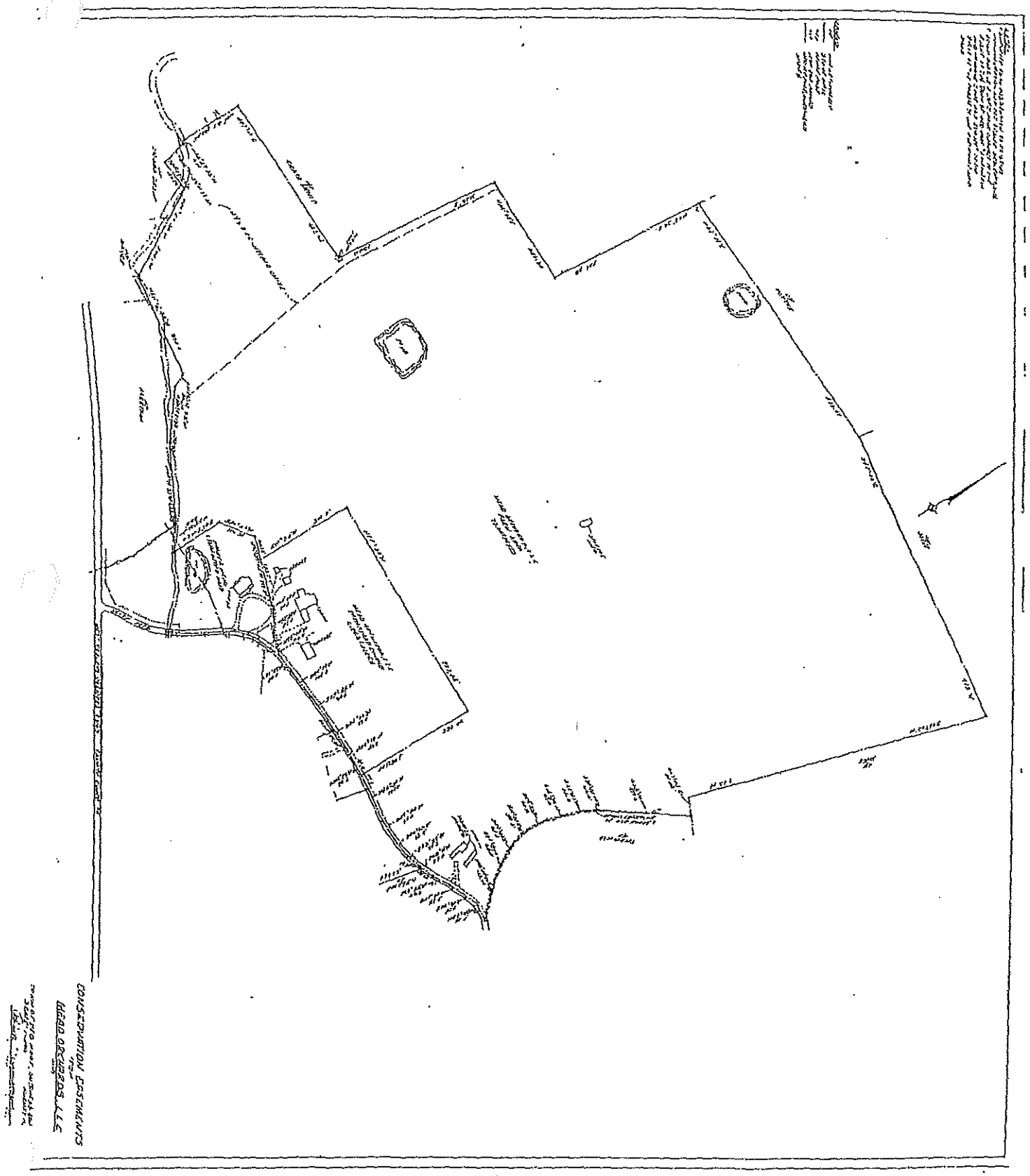

Exhibit "B" to Easement

said Hosner Mountain Road with the Easterly line of lands of Lot No. 2, as shown of Filed Map No. 9607, lands of Hosner Mountain Sand, and running thence over and through lands of the above herein described parcel, over and through lands of Elton V.V. Bailey, Jr., the following: NORTH 16-28-35 EAST 300.00 feet to a point; thence SOUTH 73-31-25 EAST 300.00 feet to a point; thence SOUTH 16-28-35 WEST 300.00 feet to a point on the Northerly line of aforesaid Hosner Mountain Road; thence leaving said line and running along the Northerly line of said Hosner Mountain Road, NORTH 73-31-25 WEST 300.00 feet to the point of beginning containing 2.066 acres of land be the same more or less.

Parcel "B"
20.009 Acres

Beginning at a point, said point being the Southwest corner of the herein described parcel and said point being on a tie course of NORTH 29-21-06 EAST 771.62 feet from the intersection of the Northerly line of Hosner Mountain Road with the Westerly line of lands of Lot No. 5 as shown on Filed Map No. 6218, lands of Elton V.V. Bailey, Jr., and running thence over and through lands of the first above herein described parcel, the following: NORTH 22-55-40 WEST 700.00 feet to a point; thence NORTH 00-50-00 WEST 600.00 feet to a point; thence NORTH 77-58-30 EAST 620.64 feet to a point; thence SOUTH 38-50-35 EAST 475.00 feet to a point; thence SOUTH 51-09-25 WEST 400.00 feet to a point; thence SOUTH 22-55-40 EAST 723.00 feet to a point; thence SOUTH 81-38-30 WEST 600.00 feet to the point of beginning containing 20.009 acres of land be the same more or less.

Parcel "C"
3.004 Acres

Beginning at a point on the Northeasterly line of lands of Lot No. 5, as shown on Filed Map No. 6218, Lands of Elton V.V. Bailey, Jr., said point being distant NORTH 08-34-10 EAST 193.25 feet, NORTH 76-00-00 EAST 637.45 feet, SOUTH 82-40-40 EAST 169.23 feet, NORTH 59-22-00 EAST 194.93 feet, NORTH 72-32-50 EAST 132.96 feet and SOUTH 26-33-06 EAST 223.00 feet from the intersection of the Northerly line of Hosner Mountain Road with the Westerly line of lands of said Lot No. 5 as shown on Filed Map No. 6218, Lands of Elton V.V. Bailey, Jr., and running thence over and through lands of the first above herein described parcel, the following: NORTH 63-26-54 EAST 481.00 feet to a point; thence SOUTH 01-26-00 WEST 298.00 feet to a point; thence SOUTH 63-27-17 WEST 66.14 feet to a point; thence SOUTH 32-30-35 WEST 320.65 feet to a point on the Northeasterly line of lands of aforesaid Lot No. 5, as shown on said Filed Map No. 6218; thence leaving said line and running along the Northeasterly line of lands of said Lot No. 5, NORTH 26-33-06 WEST 428.00 feet to the point of beginning containing 3.004 acres of land be the same more or less.

SUBJECT TO THE RIGHTS OF PUBLIC UTILITIES OF RECORD.

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018295 AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE 84 ACRE MEAD PARCEL CONSERVATION EASEMENT CORRECTIVE AMENDMENT, WHICH REMOVES THE COUNTY AS GRANTEE, AND GIVES THE COUNTY THIRD-PARTY ENFORCEMENT RIGHTS

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018295 AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE 84 ACRE MEAD PARCEL CONSERVATION EASEMENT CORRECTIVE AMENDMENT, WHICH REMOVES THE COUNTY AS GRANTEE, AND GIVES THE COUNTY THIRD-PARTY ENFORCEMENT RIGHTS

November 13, 2018

RESOLUTION NO. 2018296

RE: AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE 16 ACRE MEAD PARCEL CONSERVATION EASEMENT CORRECTIVE AMENDMENT, WHICH REMOVES THE COUNTY AS GRANTEE, AND GIVES THE COUNTY THIRD-PARTY ENFORCEMENT RIGHTS

Legislators BORCHERT, PULVER, SAGLIANO, BOLNER, METZGER, MICCIO, HOUSTON, MUNN, and THOMES offer the following and move its adoption:

WHEREAS, in 2001, a conservation easement deed was executed by the Landowners Charles S. Mead and Linda M. Mead as Grantors, with the Dutchess Land Conservancy ("DLC") and Dutchess County named as Grantees and recorded with the Dutchess County Clerk's Office. (See attached Original Deed), and

WHEREAS, the Landowners are the sole owner in fee of this real property, which consists of approximately 16 acres, improved with one principal residence as well as barns and sheds, at 32 Scism Road in the Town of Red Hook, Dutchess County, New York, and

WHEREAS, the easement was previously purchased using County PMG and NYS Agriculture and Markets Purchase of Development Rights funding, authorized by the County Legislature pursuant to Resolution No. 200011, and

WHEREAS, the County Legislature had previously authorized the County Executive to execute the options to purchase (Resolution No. 200295), approved the acquisition of this easement (Resolution No. 200335), held a public hearing on October 11, 2000, and adopted a negative declaration pursuant to SEQRA (Resolution No. 200294), and

WHEREAS, the easements are granted in perpetuity and restrict non-agricultural development by both the current and future owners, and

WHEREAS, even though the Original Easement purported to name the County of Dutchess as a grantee, the County did not execute the Original Easement and therefore never became a grantee, and

WHEREAS, naming the County as grantee when it is not actually a grantee has created confusion as to the respective rights and responsibilities of the parties to the Original Easement. The Landowners and the Conservancy wish to eliminate this confusion by executing this Conservation Easement Corrective Amendment clarifying the rights and obligations of the Conservancy and the County in relation to this Conservation Easement, and

WHEREAS, Dutchess County no longer wishes to claim any rights as grantee of this Conservation Easement and wishes instead to have third party enforcement rights and to be acknowledged as a funder of the purchase of the Original Easement, and

WHEREAS, The County prefers the Land Trust where applicable, in this case the DLC, be named as the Grantee and have the primary responsibility for monitoring the property and for enforcing the terms of the easement. The County's role as Third Party Enforcement are more in line with the easements more recently negotiated and allows for the County to step in should the Land Trust fail to enforce the involved easement, and

WHEREAS, the County therefore wishes to release any claim to rights as a grantee of this Conservation easement, and

WHEREAS, the NYS Department of Agriculture and Markets also supports this corrective amendment and has acknowledged the same in Exhibit C, and

WHEREAS, the Conservancy's Board of Directors has approved this Conservation Easement Corrective Amendment and determined that it complies with the Conservancy's Conservation Easement Amendment policy, is consistent with the conservation purposes of the Original Easement, confers no private benefit on Landowners, is consistent with the purposes of Section 170(h) of the Internal Revenue Code and applicable IRS regulations, and provides a clear conservation benefit to the Conservancy by streamlining the administration of the Original Easement and clarifying the rights and obligations of Dutchess County in relation to the Original Easement, and

WHEREAS, this Conservation Easement Corrective Amendment is established in perpetuity exclusively for conservation purposes consistent with the provisions of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law"); and with Title 26, Sections 170(h)(1)-(6), 2031(c), 2055, and 2522, of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"); and under Treasury Regulations at Title 26, Section 1.170A-14 *et seq.*, of the Code of Federal Regulations, as amended, and

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Conservation Law and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the Internal Revenue Code, and

WHEREAS, the Landowners and the Conservancy intend that this Conservation Easement Corrective Amendment shall not modify the provisions of the Original Easement except as provided herein, and

WHEREAS, the amendments do not change any of the provisions protecting the property's farmland, no changes to the rights reserved by the farmers, and no changes with regard to the State's reserved rights, now therefore be it

RESOLVED, that the County Executive is authorized to sign the Conservation Easement Corrective Amendments on behalf of the County of Dutchess in substantially the same form as annexed hereto, removing the County as Grantee from the original easement deed, and giving the County third-party enforcement rights.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/14/2018

CA-190-18
G-0179 10/12/18 LDF/kvh
Fiscal impact: 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 13th day of November 2018, 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 13th day of November 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☑ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
Resolution to allow the amendment of an agricultural easement, which was partially purchased with PMG funding.

Prepared by: Brad Barclay Prepared On: 10/4/2018

CONSERVATION EASEMENT CORRECTIVE AMENDMENT

Between

Charles S. Mead and Linda M. Mead
as Grantors

and

DUTCHESS LAND CONSERVANCY, INC.,

as Grantee

v.1.1
September 11, 2018

Record and Return to:
Dutchess Land Conservancy
P.O. Box 138
Millbrook, New York 12545

CONSERVATION EASEMENT CORRECTIVE AMENDMENT

This **CONSERVATION EASEMENT CORRECTIVE AMENDMENT** is entered into this ____ day of _____, 2018, between **Charles S. Mead and Linda M. Mead,** with an address at 32 Scism Road, Tivoli, New York 12583, as Grantor (the "Landowners"), and **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation with an office at 4289 Route 82, Millbrook, New York 12545, as Grantee (the "Conservancy").

Recitals

WHEREAS, Landowners are the sole owner in fee of real property (the "Property"), described in Exhibit A of a Conservation Easement Deed granted to the Conservancy on January 19, 2001 by Charles S. Mead and recorded in the office of the Dutchess County Clerk on January 23, 2001 at Document Number 02 2001 632 (the "Original Easement"). The Property consists of approximately 16 acres, improved with one principal residence as well as barns and sheds, at 32 Scism Road in the Town of Red Hook, Dutchess County, New York.

WHEREAS, the Property is subject to the aforesaid Original Easement.

WHEREAS, the Original Easement purported to name the County of Dutchess (the "County") as a grantee, but the County did not execute the Original Easement and therefore never became a grantee.

WHEREAS, naming the County as grantee when it is not actually a grantee has created confusion as to the respective rights and responsibilities of the parties to the Original Easement. The Landowners and the Conservancy wish to eliminate this confusion by executing this Conservation Easement Corrective Amendment clarifying the rights and obligations of the Conservancy and the County in relation to this Conservation Easement.

WHEREAS, Dutchess County no longer wishes to claim any rights as grantee of this Conservation Easement and wishes instead to have third party enforcement rights and to be acknowledged as a funder of the purchase of the Original Easement. The County therefore releases any claim to rights as a grantee of this Conservation Easement and has memorialized this wish in Exhibit C hereto.

WHEREAS, the Conservancy's Board of Directors has approved this Conservation Easement Corrective Amendment and determined that it complies with the Conservancy's Conservation Easement Amendment policy, is consistent with the conservation purposes of the Original Easement, confers no private benefit on Landowners, is consistent with the purposes of Section 170(h) of the Internal Revenue Code and applicable IRS regulations, and provides a clear conservation benefit to the Conservancy by streamlining the administration of the Original Easement and clarifying the rights and obligations of Dutchess County in relation to the Original Easement.

WHEREAS, this Conservation Easement Corrective Amendment is established in perpetuity exclusively for conservation purposes consistent with the provisions of Article 49, Title 3, of the Environmental Conservation Law of the State of New York (the "Conservation Law"); and with Title 26, Sections 170(h)(1)-(6), 2031(c), 2055, and 2522, of the United States Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"); and under Treasury Regulations at Title 26, Section 1.170A-14 *et seq.*, of the Code of Federal Regulations, as amended.

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Conservation Law and is qualified to be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the Internal Revenue Code.

WHEREAS, the Landowners and the Conservancy intend that this Conservation Easement Corrective Amendment shall not modify the provisions of the Original Easement except as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree to the following modification to the Original Easement:

1. The first paragraph of the Original Easement is hereby amended by deleting "the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter the "COUNTY")."

2. On page 1, the paragraph that begins "WHEREAS, the County is qualified…" is hereby amended to read as follows:

"**WHEREAS,** the County has agreed to accept the role of municipal sponsor for the New York State Department of Agriculture and Markets Farmland Protection Grant, which has provided approximately 75% of the funds necessary for the purchase of this Easement; the remaining funds being appropriated through the Dutchess County Open Space and Farmland Protection Matching Grant Fund."

3. On page 1, the second paragraph numbered as "1" that begins "The County has determined…" is hereby amended by deleting the words "…County has determined that acquiring a conservation easement on the Property will help further the County's conservation and economic purposes as further hereinafter set forth and the"

4. On page 2, the paragraph numbered as "3" at the top of the page is hereby amended to read as follows:

   "The Conservancy, in its role as a conservation organization, has obtained extensive experience monitoring and administering conservation easements."

5. Wherever the Original Easement uses the word "Grantees," the word "Grantee" shall be substituted and plural verbs and pronouns relating to "Grantees" shall become singular.

6. Sections 6.3, "Notice to the County," and 6.3A, "Notice to the County Pursuant to the Easement," are hereby deleted.

7. Section 8.4, "Enforcement," is hereby amended to read as follows:

> 8.4 Enforcement. The Conservancy has the right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of Article 49, Title 3 of the Conservation Law, against any or all of the owners of the Property or any part thereof. If there is a violation or threatened violation of this Conservation Easement, the Conservancy shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

8. Section 8.5, "Cooperative Enforcement" is hereby deleted and replaced by the following new Section 8.5, "Third Party Enforcement Right":

> 8.5 Third Party Enforcement Right. In recognition of the fact that funds are being provided by the County of Dutchess (the "County") for the acquisition of this Conservation Easement, the Landowner and the Conservancy grant to the County a third party enforcement right to enforce the terms of this Easement against any and all of the owners of the Property, or any part thereof, at law or in equity, without limitation, pursuant to the Conservation Law. The terms of the County's third-party enforcement right are as follows: In the event that the County believes that the Conservancy has failed to carry out its monitoring responsibility or has failed to enforce any of the terms of this Conservation Easement, the County shall provide notice to the Conservancy of such failure, with a copy to the Landowner. The Conservancy shall have 45 days to respond to the notice either by carrying out the monitoring or enforcement needs identified by the County or by explaining the Conservancy's monitoring and enforcement activities and/or interpretation of the Conservation Easement. If the County still believes that a violation has occurred without enforcement or that monitoring needs are still unmet, the County may monitor or inspect the Property and may enforce the terms of the Easement against the Landowners by action in a court of competent jurisdiction. In such instance, the County shall notify the Conservancy and the Landowners by certified mail or by a recognized national overnight delivery service of its intent to monitor or exercise its enforcement right at least 10 days prior to exercising such right. Neither the 45-day nor the 10-day notification requirement shall apply when its application may result in significant harm to the conservation purposes of this Easement. In any case where a court finds that a violation has occurred, the Landowners shall reimburse the County for all of its expenses incurred in stopping and correcting the violation, including but not limited to, reasonable attorneys' fees. The failure of the County to discover a violation or to take immediate legal action shall not bar the County from doing so at a later time. In any case where a court finds that no violation has

occurred, each party shall bear its own costs. The Conservancy shall provide to the County a copy of any notice or document provided to the Landowners regarding enforcement of this Easement.

9. Section 8.7A, part of Section 8.7, "Amendment," is hereby amended to read as follows:

   8.7.A. General. This Conservation Easement may be amended only by a recorded instrument signed by the Landowner and Grantee. Such amendment shall require the written consent of the Department of Agriculture and Markets. Any such amendment: (i) shall be consistent with the purposes of this Conservation Easement, (ii) shall comply with Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that Section, and (iii) shall be consistent with Article 49, Title 3, of the Environmental Conservation Law and any regulations promulgated pursuant to that law. Notice of such proposed amendment, including the full text thereof, shall be sent to "The New York State Department of Agriculture and Markets" and the "County", giving them an opportunity to respond.

10. Section 8.7.B., "Farmstead Complex," is hereby amended by deleting the words ", on behalf of the County,"

11. Section 8.8, "Approvals in Writing," is hereby amended by deleting the phrase "the County or" which appears twice in that section, both times it appears.

12. Section 8.9, "Encumbrance by Conservation Easement," is hereby amended by deleting the following words that appear in the sixth line: "the County of Dutchess and."

13. Section 8.10 is hereby amended to read as follows:

    8.10 Subordination of Prior Mortgages. At the time of conveyance of this Conservation Easement, as amended, the Property is subject to three mortgages, as follows:

    1. Credit Line Mortgage in the amount of $300,000.00 given by Charles S. Mead and Linda M. Mead and Mead Orchards LLC to First Pioneer Farm Credit A.C.A. dated October 24, 2003 recorded on January 14, 2004 in the Office of the County Clerk, Dutchess County, New York as Document #01/2004/1026.

    2. Credit Line Mortgage in the amount of $186,000.00 given by Charles S. Mead and Linda M. Mead and Mead Orchards LLC to First Pioneer Farm Credit A.C.A. dated June 6, 2006 recorded on June 14, 2006 in the Office of the County Clerk, Dutchess County, New York as Document #01/2006/9823.

    3. Credit Line Mortgage in the amount of $1,000,000.00 given by Mead Orchards LLC, Charles S. Mead and Linda M. Mead to Farm Credit East, ACA dated March 13, 2015 recorded on March 13, 2015 in the Office of the County Clerk, Dutchess County, New York as Document #01/2015/1661.

The undersigned Lender is the current holder of all three mortgages. The Lender consents to the terms and intent of this Conservation Easement, as amended, and agrees that the liens represented by its mortgages are held subject to this Conservation Easement, as amended. The Lender agrees, for itself and its successors and assigns, to be bound by the restrictions in this Conservation Easement, as amended, to the same extent as would occur if the mortgages had been recorded after the execution of this Conservation Easement and Corrective Amendment, and further agrees that its rights in the Property shall be subordinate to this Conservation Easement to the extent necessary to permit the Conservancy and its successors and assigns to enforce the purpose and restrictions in this Conservation Easement in perpetuity. The exercise of any rights of the Lender, including foreclosure or deed in lieu of foreclosure, shall not modify or extinguish this Conservation Easement. This Section shall not affect the priority of the related mortgages with respect to the proceeds of any sale, condemnation proceedings, insurance or to the leases, rents and profits of the Property, provided that if this Conservation Easement is extinguished pursuant to Section 9.4 below, the Conservancy and County shall receive their shares of the proceeds resulting from any subsequent sale, exchange, or involuntary conversion as provided in Section 9.4, including any condemnation or insurance proceeds. Any lien that may be created by the exercise by the Conservancy (or by its permitted successors and assigns) of any of its rights under this Conservation Easement shall be junior to the Mortgages, except as provided in the preceding sentence. Upon request, the Conservancy agrees to subordinate its rights under this Conservation Easement to the proceeds, leases, rents and profits described above and likewise to subordinate its rights under any lien and to execute any documents required with respect to such subordination, except to the extent that the Conservancy is entitled to its share of proceeds as provided above. The priority of the exercise of any of the Conservancy's rights under this Conservation Easement prior to the creation of a mortgage shall not be affected thereby, nor shall this Conservation Easement be subordinated in any other respect. This provision shall survive extinguishment of the Conservation Easement.

14. Section 9.3, "Inspection," is hereby amended by deleting the words "the County" in the first line, and shall add an additional sentence at the end of the paragraph to read as follows:

"The County shall have the right to inspection if the Conservancy fails to conduct its monitoring adequately."

15. Section 9.4, "Extinguishment," is hereby amended to read as follows:

9.4. Extinguishment and Proceeds. If the exercise of eminent domain or any other unexpected change in the conditions surrounding the Property makes impossible the fulfillment of the conservation purposes of this Conservation Easement, and if this Easement is extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Landowners, the Conservancy and the

County shall be entitled to that portion of the proceeds equal to the proportionate value of the Conservation Easement as provided below. For such purposes only, the Landowners agree that the conveyance of this Conservation Easement to the Conservancy gives rise to a property right, immediately vested in the Conservancy and the County, with a fair market value that is equal to the proportionate value that the conservation easement hereby created at the date hereof bears to the value of the Property as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property). The Conservancy agrees to pay over to the County all proceeds received under this Section, except for those funds necessary to cover the Conservancy's costs in administering this Section. The County agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this Conservation Easement. The cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Conservation Easement. This provision shall survive extinguishment of the Conservation Easement.

16. A new Exhibit "C" is hereby added to the Original Easement and is attached hereto and made a part hereof. Exhibits "A" and "B" to the Original Easement are unchanged and remain in full force and effect.

17. **Ratification of Original Easement.** In all other respects not in conflict with the modifications described above, the parties hereto ratify and confirm the Original Easement. This Conservation Easement Corrective Amendment shall be recorded in the office of the County Clerk of Dutchess County in the same manner as a deed.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

LANDOWNERS

By: _____
Charles S. Mead

By: _____
Linda M. Mead

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

Approved solely for the purposes and to the extent described in paragraph 13 above:

[NAME OF LENDER]

By:_____

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____ , in the year 2018 before me, the undersigned, personally appeared **CHARLES S. MEAD**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____ , in the year 2018 before me, the undersigned, personally appeared **Linda M. Mead**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ____ day of _____, in the year 2018 before me, the undersigned, personally appeared **Rebecca E. C. Thornton,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____ , in the year 2018 before me, the undersigned, personally appeared **[NAME OF LENDER'S REPRESENTATIVE]**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

PROPERTY DESCRIPTION

All that certain tract, piece and parcel of land situated in the Town of Red Hook, County of Dutchess, State of New York, described in Exhibit A of a Conservation Easement Deed filed on January 23, 2001 at Document # 02 2001 632.

EXHIBIT C

ACKNOWLEDGMENTS

For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Easement, the Right to Receive Proceeds and the Obligation to Use Proceeds for Conservation Purposes upon Extinguishment, the Release of any Claim as Grantee, and Acceptance of the Role of Third Party Right of Enforcement

DUTCHESS COUNTY

By: _____
Marcus J. Molinaro
County Executive

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____ , in the year 2018 before me, the undersigned, personally appeared **MARCUS J. MOLINARO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

For the Sole Purpose of Acknowledging Approval of this Conservation Easement Corrective Amendment:

New York State Department of Agriculture and Markets

By: _____

Michael Latham, Director – Division of Land & Water Resources

Date: _____

STATE OF NEW YORK)
SS.:
DUTCHESS COUNTY)

On the ___ day of _____ , in the year 2018 before me, the undersigned, personally appeared **MICHAEL LATHAM**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

CONSERVATION EASEMENT DEED

This **CONSERVATION EASEMENT DEED** is entered into this 19th day of January, 2001, between **CHARLES S. MEAD and LINDA M. MEAD,** husband and wife, of 32 Scism Road, Tivoli, New York 12583, as Grantors (the "Landowners"), the **COUNTY OF DUTCHESS,** a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "COUNTY") and **DUTCHESS LAND CONSERVANCY, INC.,** a New York not-for-profit corporation with an office at 2908 Route 44, Millbrook, New York 12545, (the "Conservancy"), both as Grantees.

Recitals

WHEREAS, the Landowners are the owners in fee of real property (the "Property") described in Exhibit A attached hereto and incorporated by reference:

1 The Property consists of approximately 16 acres, improved with one principal residence, barns and sheds, at 32 Scism Road in the Town of Red Hook, Dutchess County, New York.

2 The Property is shown on the Conservation Easement Map attached hereto as Exhibit B and incorporated by reference, and on a survey map titled Conservation Easements from Mead Orchards, LLC and Charles S. and Linda M. Mead, prepared by Robert C. Zimmerman, Licensed Land Surveyor, dated August 13, 2000, revised October 13, 2000 and October 23, 2000 and filed in the Dutchess County Clerk's Office on December 20, 2000 as Map No. 11,114.

WHEREAS, the County is qualified to hold conservation easements pursuant to Article 49, Title 3, of the Environmental Conservation Law of the State of New York ("The Conservation Law") and has agreed to accept the role of the municipal sponsor for the New York State Department of Agriculture and Markets Farmland Protection Grant, which has provided approximately 75% of the funds necessary for the purchase of this Easement; the remaining funds being appropriated through the Dutchess County Open Space and Farmland Protection Matching Grant Fund.

WHEREAS, the Conservancy is a not-for-profit conservation organization within the meaning of Article 49, Title 3, of the Environmental Conservation Law of the State of New York -and is qualified to acquire conservation easements, and be the grantee of tax-deductible conservation easements pursuant to Section 170(h) of the United States Internal Revenue Code of 1986, as amended.

WHEREAS, the parties recognize the following:

1. The County has determined that acquiring a conservation easement on the Property will help further the County's conservation and economic purposes as further hereinafter set forth and the Conservancy has determined that acquiring a conservation easement on the Property which protects the agricultural values of the Property and which promotes the use of sound agricultural practices will further its charitable purposes of preserving the natural, ecological, cultural and scenic value of the Hudson River Valley.

2. The Property is characterized by scenic views, open farmlands, woodlands, wetlands and natural beauty, and is highly visible from Scism Road, and West Kerleys Corners Road (County Road 78), all public highways. The Property consists of 1,200 +/- feet of frontage on Scism Road and 1,000 +/- feet of frontage on West Kerleys Corners Road.

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

4. It is important to the conservation of the open, scenic and natural character and beauty of the area to maintain the Property's agricultural use, open fields and forest lands while restricting development so that it is compatible with the natural surroundings.

5. The Property is in close proximity to other private lands which are already permanently protected by conservation easements.

6. The Master Plan of the Town of Red Hook Plan states, "that there be a strong encouragement provided to the agricultural community for the maintenance of agricultural activities and the associated preservation of the irreplaceable agricultural resources. The Town can assist in maintaining the traditional viability of agriculture for this generation, and future generations, by encouraging the conservation of areas with prime agricultural soils, segregating agricultural and incompatible non-agriculture uses in the interest of the agricultural pursuits, reducing pressures to convert agricultural land to other uses, and implementing programs which encourage and support farm operations".

7. The expanse of farmland found in Red Hook, Dutchess County is important to the natural, ecological, cultural, scenic and historical values of the Hudson River Valley.

8. The Dutchess County Legislature adopted the Dutchess County Agricultural and Farmland Protection Plan on May 11, 1998 which states that, "Farms and farmland contribute to the County's economy as a whole, through the jobs and dollars generated and to the County's open landscapes, character, and sense of identity, and environmental quality". The Plan recommends the purchase of development rights as an important tool in encouraging landowners to keep their farms in production, and states that Dutchess County should develop partnerships with knowledgeable professionals in the private sector, particularly the County's land conservancies, to facilitate the development and improvement of a Dutchess County Development Rights Acquisition Program. In furtherance of this recommendation, the County is contributing **$13,749.99** towards the purchase of this Conservation Easement through the Dutchess County Open Space and Farmland Protection Matching Grant Fund and in addition has accepted the role of municipal sponsor for a New York State Agriculture and Markets Grant which is providing **$41,249.96**. Both amounts are exclusive of miscellaneous related acquisition expenses.

9. The Dutchess County Legislature, in the County Master Plan, Directions, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands should be preserved. Directions emphasizes the preservation of prime agricultural soils, floodplains and wetlands and encourages open space land uses and the protection of scenic resources. Policy 5.16 supports measures to preserve the County's prime and important agricultural soils. Policy 5.20 advocates the preservation of the County's scenic resources and significant natural areas. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas to provide recreational space, wildlife habitat natural buffers and aquifer protection. Directions recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve agricultural lands in rural areas.

10. The Property is located within the Dutchess County Agricultural District #20, established by Dutchess County pursuant to Article 25AA of the New York Agricultural and Markets Law, encouraging the continuation and protection of agriculture.

11. The Property contains farmland soils of statewide importance, which are important for the production of food, feed, forage and fiber crops, as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

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

13. The acquisition of a conservation easement on the Property will enhance the agricultural critical mass within the Red Hook Breadbasket, an area listed in the New York State Open Space Plan Conserving Open Space in New York State 1997, as an area that is threatened by development and loss of farmland. Within the Red Hook Breadbasket a number of farms making up a "critical mass" of approximately 1024 acres have been preserved.

14. The Property is in the watershed of the Stony Creek, a tributary of the Hudson River and contains a portion of Freshwater Wetland No. CM-22, a Class II wetland, designated pursuant to Article 24 of the New York Environmental Conservation Law, for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems.

15. The Property contains 1,000 +/- linear feet of the Stony Creek (a.k.a. the White Clay Kill), classified by the New York State Department of Environmental Conservation as a Class D stream according to its best use for fishing in order to meet the goal of the Federal Clean Water Act and to encourage continuous protection to keep the stream clean for the future.

16. Subdivision and development pressure threaten the continued agricultural, rural, scenic, ecological, forested, and open space character of the Property and the scenic view along Scism Road, West Kerleys Corners Road (County Road 78), and NYS Route 9.

WHEREAS, the Conservancy has determined that acquisition of a conservation easement on the Property will further its charitable purposes of protecting areas of rural, scenic and relatively natural character in Dutchess County.

WHEREAS, the Landowners share the land conservation goals of the Conservancy and desire to ensure that the rural, scenic and ecological characteristics of the Property will be preserved for the benefit of future generations.

WHEREAS, the parties desire to ensure that the agricultural characteristics of the Property will be protected for the benefit of future generations, and desire to preserve the character of the Property in perpetuity by entering into this Conservation Easement Deed pursuant to the provisions of Article 49, Title 3, of the Conservation Law.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF EASEMENT.

The Landowners grant to the Grantees, a perpetual conservation easement over the Property on the terms contained in this Deed (the "Conservation Easement"). The Conservation Easement shall encumber the Property.

2. PURPOSE.

The primary purpose of this Conservation Easement is to conserve productive agricultural lands. The secondary purpose of this Conservation Easement is to protect the scenic and natural resources associated with the Property for the benefit of the public and for future generations as long as they do not conflict with the primary purpose of this Conservation Easement. The Landowners and the Grantees share the common desire to conserve these resources by the conveyance of this Conservation Easement, in order to prevent the use or development of the Property for any purpose or in any manner which would conflict with the maintenance of these resource values.

3. RESERVED RIGHTS.

The Landowners reserve for themselves and their successors in interest all rights with respect to the Property or any part thereof, including without limitation the right of exclusive possession and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage or otherwise encumber the Property or any part thereof, as owner, subject to the restrictions and covenants set forth in this Conservation Easement Deed. This Conservation Easement does not grant the general public any right to enter upon any part of the Property. This Conservation Easement does not restrict an owner of the Property or part thereof from imposing further restrictions upon conveyance or otherwise.

4. RESTRICTIONS APPLICABLE TO THE PROPERTY.

By this Conservation Easement Deed, the Landowners agree to restrictions that apply to the "Farmstead Complex" and additional restrictions that apply only to the "Farm Area(s)", as set forth in Section 6. The Landowners may take certain actions relating to the Property only after giving the Conservancy prior notice or obtaining the Conservancy's prior consent.

5. DEFINITIONS.

As used in this Conservation Easement, the term landowner includes the owner(s) of fee simple title and of any beneficial equity interest in the Property or any portion thereof, and includes the original Grantors, their heirs, successors and assigns, all future owners of all or any portion of the Property, and any party entitled to possession or use thereof-, and the term "Grantee" includes the original Grantee and its successors and assigns.

The term agricultural purposes means planting, raising, harvesting and producing agricultural, aquacultural, horticultural and forestry crops and products of every nature and description, breeding, raising, training, pasturing, grazing, boarding and sale of horses and livestock of every nature and description; equestrian activities (including horseback riding instruction, husbandry and other [non-commercial] equestrian activities); breeding and raising bees, fish, poultry and other fowl; and the primary processing, storage and sale, including direct retail sale to the public of crops and products, which are primarily harvested and produced on the Property and in addition, those agricultural purposes provided for in Section 301 of the New York State Agriculture and Markets Law.

The term farm labor housing means structures used to house seasonal and/or full-time employees where such residences are provided by the farm landowner and/or operator, the worker is an essential employee of the farm landowner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the farm operation. For instance, a mobile home used as the primary residence of a farm owner is not farm labor housing.

The term sound agricultural practices means practices necessary for the on-farm production, preparation and marketing of agricultural commodities. A practice is considered to be sound if it is legal, necessary, does not cause bodily harm or property damage off the farm, and achieves the intended results in a reasonable and supportable way.

6. PERMITTED USES.

Permitted uses of the Property vary depending on where on the Property the use occurs. The Property is divided into two principal areas, which are depicted on the Easement Map attached hereto as Exhibit B. 1) the Farmstead Complex, described in Exhibit A attached hereto, centered around existing or proposed farm structures and residential dwellings; 2) the Farm Area, described in Exhibit A attached hereto, which comprises the majority of the Property.

6.1 Within the "Farmstead-Complex":

6.1.A. Farming Practices. The Landowners have the right to produce crops, livestock and livestock products and conduct farm operations as defined under Section 301 of the New York State Agriculture and Markets Law ("the Agriculture and Markets Law"), or such successor law as is later promulgated, which includes but is not limited to the right to establish, reestablish, maintain, and use cultivated fields, orchards, and pastures. Said farming practices shall be carried out in accordance with sound agricultural practices, together with the right to construct, maintain and repair farm access roads for these purposes.

6.1.B. Agricultural Structures & Improvements. The Landowners have the right to maintain, repair and enlarge all existing buildings and improvements and to construct, maintain and repair new agricultural buildings within the Farmstead Complex. Said structures shall be used solely for agricultural purposes or other purposes directly related thereto, including but not limited to the processing or sale of farm products. Notwithstanding the provisions of this Section, said structures may be adaptively used for farm labor housing as defined in Section 5 herein, and/or for non-agricultural home occupations or cottage industries as defined in Section 6.1.G herein. The land on which these structures stand shall not be subdivided from the Farmstead Complex.

6.1.C. Fences. Existing fences may be repaired and replaced, and new fences may be constructed or installed anywhere in the Farmstead Complex for purposes of reasonable and customary management of livestock and wildlife, and to prevent trespassing on the Property.

6.1.D. Single Family Principal Residential Dwellings. The Landowners have the right to repair or enlarge any existing single-family principal residential dwelling within the Farmstead Complex. The Landowners have the right to establish and carry out home

occupations or cottage industries within said permitted principal residential dwelling provided said activities are compatible with the rural character of the Property and subordinate to the residential use.

6.1.E. Farm Labor Housing. The Landowners have the right to repair, enlarge or replace any or all existing dwellings or structures used for farm labor housing within the Farmstead Complex (subject to applicable laws). New single or multi-family dwellings or structures to be used as farm labor housing may be constructed within the Farmstead Complex. Existing non-habitable structures may be adaptively reused to create farm labor housing, subject to applicable laws. The land on which these structures stand shall not be subdivided from the Farmstead Complex.

6.1.F. Agriculture-related Commercial Activities. The Landowners have the right to establish and carry out agriculture-related commercial activities and build or install structures necessary for the same within the Farmstead Complex. Such activities include, but are not limited to, the storage and sale of farm produce and related products, processing and packaging of farm produce, farm machinery repair, and saw mills. The land on which these structures stand shall not be subdivided from the Farmstead Complex.

6.1.G. Customary Home Occupations or Cottage Industries. The Landowners have the right to establish and carry out home occupations or cottage industries within the Farmstead Complex, provided said activities are compatible with the rural character of the Property and the agricultural or forestry uses of the Property. Examples of customary home occupations or cottage industries are, without limitation, professional offices within the home, bed and breakfasts, and crafts production. The land on which these structures stand shall not be subdivided from the Farmstead Complex.

6.1.H. Recreational and Educational Uses. The Landowners have the right to construct, maintain and repair structures for customary rural recreational and educational uses within the Farmstead Complex. These uses may include, but are not limited to, cross-country skiing, horseback riding, camping, home schooling, day care, farm tours, agricultural classes, hunting, game preserves, fishing, trapping, nature interpretation, and other educational programs. The land on which these structures stand shall not be subdivided from the Farmstead Complex.

6.1.I Water Resources. The Landowners have the right to utilize, maintain, establish, construct, or otherwise improve water sources, courses, and bodies, including the construction of ponds or reservoirs, within the Farmstead Complex for uses expressly permitted herein and in accordance with applicable laws. Water may be sold for commercial purposes provided that the extraction and sale do not conflict with the agricultural use of the Property and that it is done in accordance with applicable laws.

6.1.J. Utilities, Driveways, Roadways. The Landowners have the right to construct and repair utilities, driveways and/or roadways necessary to serve any permitted uses in the Farmstead Complex, as listed herein. Such utilities include water lines, sewer lines, electric lines, wells and septic systems.

6.1.K Notice of Changes to the Farmstead Complex. At least ten (10) days before commencing any new commercial or education use (including home occupation,

cottage industries, and recreational uses associated with a commercial or educational enterprise) or constructing any residence, accessory, structure exceeding 1, 000 square feet in gross floor area or parking area that includes more than eight new parking spaces, the Landowners shall give written notice to the Conservancy of their intent to do so, along with a map showing the location and approximate size of the proposed commercial or educational use, residence, structure, or parking area.

6.2. Within the "Farm Area":

6.2.A. Farming Practices. The Landowners have the right to produce crops, livestock and livestock products and conduct farm operations as defined herein pursuant to the term agricultural purposes as set forth in Section 5 of this Easement together with the right to construct, maintain and repair farm access roads for these purposes. Said farming practices shall be carried out in accordance with sound agricultural practices.

6.2.B. Forestry Management. The Landowners have the right to harvest timber and other wood products and construct, maintain and repair farm access roads necessary for such activities, in accordance with generally-accepted forest management practices that shall not result in significant soil degradation, or degradation of the forest ecosystem. Said timber cutting shall be carried out in accordance with a forest management plan prepared by a reputable and qualified forester who is a member in good standing of the Society of American Foresters and/or a Cooperating Consulting Forester with the New York State Department of Environmental Conservation, except that the Landowners may clear forested areas within the Farm Area for immediate conversion to farmland, may harvest firewood, or timber for use in building or container repair and/or construction, and may remove trees that are diseased or dangerous, all without being subject to such a plan.

6.2.C. Agricultural Structures & Improvements. The Landowners have the right to construct, maintain, and repair buildings and other improvements solely for agricultural purposes, within the Farm Area, and in accordance with sound agricultural practices with the advance written permission of the Conservancy. The Conservancy shall decide upon a request for permission with respect to the above within 30 days from receipt of written request, provided that the Landowners have supplied sufficient information to make such a determination, unless the Conservancy determines that the proposed building or structure is not consistent with the purpose of this easement, would be unnecessarily located on farmland soils of statewide importance, or would otherwise significantly diminish the agricultural production capacity of the Property. Permission shall be deemed granted if no decision is communicated to the Landowners within 30 days once sufficient information is received on which to base a determination.. The land on which these structures stand shall not be subdivided from ownership of the farm area, except as outlined in Section 8.I.A herein.

6.2.D. Fences. Existing fences may be repaired and replaced, and new fences may be constructed or installed anywhere in the Farm Area for purposes of reasonable and customary management of livestock and wildlife, and to prevent trespassing on the Property.

6.2.E. Farm Labor Housing. The Landowners have the right to construct, maintain and repair new single and multi-family dwellings or structures to be used solely

for farm labor housing within the Farm Area. The construction or enlargement of any such structure shall require the advance written permission of the Conservancy. The Conservancy shall decide upon a request with respect to above within 30 days from receipt of written request, provided that the Landowners have supplied sufficient information to make such a determination, unless the Conservancy determines that the proposed building or structure would be unnecessarily located on farmland soils of statewide importance, or would otherwise significantly diminish the agricultural production capacity of the Property. Permission shall be deemed granted if no decision is communicated to the Landowners within 30 days after a determination has been made that sufficient information was received to make a determination. The land on which these structures stand shall not be subdivided from ownership of the farm area, except as outlined in Section 8.I.A herein.

6.2.F. Single-family Residential Dwellings. No single-family residential dwellings may be constructed within the Farm Area, except as specified in Section 6.2.E.

6.2.G. Recreational and Educational Uses. The Landowners have the right to conduct customary rural recreational and educational uses within the Farm Area with the advance written permission of the Conservancy provided that such uses do not interfere with agricultural operations and do not require the construction of any new structures. These uses may include, but are not limited to, cross-country skiing, horseback riding, camping, farm tours, agricultural classes, hunting, game preserves, fishing, trapping, nature interpretation, and other educational programs. However, golf courses and golf driving or putting ranges are strictly prohibited from the Property. The Conservancy shall give written permission with respect to the above within 30 days from receipt of written request, provided that the Landowners have supplied sufficient information to make such a determination, unless the Conservancy determines that the proposed use would be unnecessarily located on farmland soils of statewide importance, or would otherwise significantly diminish the agricultural production capacity of the Property. Permission shall be deemed granted if no decision is communicated to the Landowners within 30 days after a determination has been made that sufficient information was received to make a determination. The land on which these uses occur shall not be subdivided from ownership of the farm area, except as outlined in Section 8.I.A herein.

The land on which these uses occur shall not be subdivided into separate or individual lots.

6.2.H. Water Resources. The Landowners have the right to utilize, maintain, establish, construct, or otherwise improve water sources, courses, bodies and irrigation within the Farm Area for uses expressly permitted herein, provided such activities are carried out in accordance with sound agricultural practices.

6.2.I Showing of Necessity of Locating Use Within Farm Area. In addition to any other conditions required hereunder, in order to receive permission to conduct non-agricultural uses in the Farm Area, the Landowners must demonstrate to the Conservancy that such uses or structures cannot be adequately accommodated within the Farmstead Complex and will not interfere with the fulfillment of the purposes of this Conservation Easement.

6.3 Notice To County:

6.3.A. Notice To The County Pursuant To Easement. In those instances where a notice is required to the Conservancy, pursuant to any provision of this Easement, whether to advise the Conservancy of a given circumstance or to seek its permission to take a certain action, the Conservancy, shall promptly upon such notification, so notify the County in writing.

7. RESTRICTED USES.

The restrictions imposed upon the Property are as follows:

7.1. Use and Building Prohibitions. No residential, commercial, industrial or mining activities shall be permitted, and no building, structure, appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Property, except as expressly permitted by this Conservation Easement.

7.2. Signage Restrictions. No internally-lit or neon signs shall be erected or displayed on the Property. No billboards shall be erected or displayed on the Property. Billboards are defined for the purposes of this Conservation Easement as signs larger in size than 32 square feet.

7.3. Waste Management. The dumping, collection, recycling, or storage of trash, human waste, refuse or debris on the Property shall not be permitted. However, farmers shall be allowed to store and collect such wastes if they are used for agricultural production purposes on the Property and they are managed in an environmentally and agronomically sound manner. This prohibition shall not apply to the storage and spreading of manure, lime, or other acceptable fertilizers or soil conditioners for agricultural practices and purposes or the temporary storage of trash in receptacles for periodic off-site disposal, and the storage or placement of organic material generated by agricultural uses of the Property, all of which are hereby permitted provided that any such activity shall be in accordance with sound agricultural practices.

7.4. Chemicals. All pesticides, herbicides, fertilizers, or other chemical treatment of the Property shall be used in accordance with the directions on the chemical labels and/or applicable federal or state law.

7.5. Mining Prohibitions. There shall be no excavation, removal of topsoil, sand, gravel, rocks or minerals, in any manner, except as may be reasonably necessary and incidental to carrying out the agricultural improvements and uses permitted on the Property by this Conservation Easement. No quarry, gravel pit, mining or drilling, or other mining or drilling activities prohibited under applicable provisions of Section 170(h) of the Internal Revenue Code are permitted on or under the Property. This shall not prevent the installation of local and residential utility lines, wells, septic systems or other utilities as reasonably necessary to serve the structures permitted herein, or the construction of ponds or driveways as permitted herein.

7.6. Reaffirmation. No use shall be made of the Property, and no activity thereon shall be permitted which, in the reasonable opinion of the Conservancy, is or is likely to become inconsistent with the purposes of this Conservation Easement as stated in Section 2 herein.

8. ADDITIONAL COVENANTS AND PROVISIONS.

8.1. Subdivision.

8.1.A. For Farming Purposes. The Property may be partitioned or subdivided only with the prior written permission of the Conservancy, which permission shall be granted only if all parcels of land thereby created will remain viable for agricultural production either individually, or as part of an established farming operation. Such subdivision shall not include the right to construct any new habitable or commercial structures, or relocate any existing habitable or commercial structures, regardless of whether such structures would otherwise be permitted by this Agricultural Conservation Easement. Any partition or subdivision must comply with all applicable land use and subdivision regulations. Mortgages, or other non-possessory interests in land do not constitute subdivisions for the purpose herein, provided such interests encompass the whole Property.

8.1.B. For Residential Lots. Subdivision to create parcels for residential, commercial or industrial use is prohibited.

8.2 Existing Conditions: Baseline Data Report. By its execution of this Conservation Easement, the Grantees acknowledges that the present uses of the Property are permitted by this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) so as to facilitate future monitoring and enforcement of this Easement, a Baseline Data Report, including photographs, describing such condition at the date hereof, has been prepared and subscribed by all parties, and a copy thereof is on file with each of the Grantees and the Landowners.

8.3 Monitoring. The Conservancy shall view the Property from the air or the ground, at its sole discretion, in a systematic manner to assure compliance with the terms of this Conservation Easement, at least annually. An annual report of the results of such monitoring, including advice of compliance or any apparent violations of this Conservation Easement, shall be provided both (1) to the Landowners, or successors of their right, title or interest in the Property and (2) to Dutchess County, with an office at c/o the Dutchess County Attorney, Poughkeepsie, New York (hereinafter the "County").

8.4 Enforcement. The County has the exclusive right to enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of Article 49, Title 3 of the Conservation Law, against any or all of the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, the Conservancy shall, on behalf of the County, notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. If a violation continues for more than 30 days after notice is given without the Conservancy taking steps to cure the same, or at

any time if the violation or a threatened violation threatens immediate and irreparable harm to the resource values of the Property that this Conservation Easement is intended to protect, the County may seek immediate injunctive relief and shall have the right, but not the obligation, to correct it by direct action as well as by pursuing all available remedies at law or in equity. If a violation is determined to have occurred, the Landowner shall reimburse the County for all expenses including reasonable attorneys fees, incurred in enforcing this Conservation Easement and curing the violation. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

8.5 Co-operative Enforcement. Although the Conservancy shall be primarily responsible for monitoring (8.3) the Property, the County shall nevertheless, have the independent authority to monitor and inspect the Property, as well as to exercise its enforcement rights. The County and the Conservancy shall make a good faith effort to coordinate their monitoring and enforcement roles and may execute and from time to time amend a memorandum of understanding with respect thereto. The County shall notify the Conservancy of its intent to monitor or inspect the Property or to exercise its enforcement rights at least ten days prior to exercising any of such rights. This requirement of ten day notification shall not apply where its application may result in significant harm to the conservation purposes of this Conservation Easement.

8.6 Rights Vest In County. In the event that the Conservancy were to cease to exist, cease to be a qualified organization under Section 170(h) of the Internal Revenue Code, cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the New York Environmental Conservation Law, or fail to provide an annual monitoring report pursuant to paragraphs 8.3 above for a period of more than forty-five (45) days after notice of that failure is delivered by the County to the Conservancy at its last known address, then the Conservancy's rights and obligations under this Conservation Easement shall immediately vest in the County. If the Conservancy were to remain in existence at the date at which its rights in this Conservation Easement were to become vested in the County as provided herein, the Conservancy shall execute and record in the Dutchess County Clerk's Office an assignment of this Conservation Easement in accordance with Article 49, Title 3, of the New York Environmental Conservation Law. If the Conservancy were not to be in existence at the date at which its rights were thus to become vested in the County, or if the Conservancy were to fail to execute such a requisite assignment, then the County may compel such an assignment by appropriate action in a court of competent jurisdiction.

8.7. Amendment.

8.7.A. General. This Conservation Easement may be amended only by a recorded instrument signed by the Landowner and Grantees. Such amendment shall require the written consent of the Department of Agriculture and Markets. If the County agrees to amend the conservation easement, the Conservancy shall be obligated to sign the amendment consenting thereto. Any such amendment: (i) shall be consistent with the proposes of this Conservation Easement; (ii) shall comply with Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that Section, and (iii) shall be consistent with Article 49, Title 3, of the Environmental Conservation Law and any regulations promulgated pursuant to that law. Notice of such proposed

amendment, including the full text thereof, shall be sent to The New York State Department of Agriculture and Markets.

8.7.B. **Farmstead Complex**. During a one-year period, beginning on the 5th anniversary of the date of execution of this Conservation Easement, and during identical one-year periods following subsequent five year intervals, in perpetuity, the Landowners and the Conservancy, on behalf of the County, shall review the boundaries and/or location of the Farmstead Complex and determine if adjustments should be made, based on changes in the nature of agriculture occurring on the Property which take place during the five year time period. In such a case, if the Landowners demonstrate that the Farmstead Complex should be reconfigured, expanded or relocated in order to allow agriculture to remain a viable use and activity on the Property, then this Conservation Easement, may be amended accordingly pursuant to Section 8.7.A provided that such a change shall not be allowed if it will significantly diminish the agricultural production capacity of the Property, or if it is not consistent with the purposes of this Conservation Easement as established in Section 2, 5 and companion provisions herein, or if it does not comply with Article 49, Title 3, of the Conservation Law, and Section 170(h) of the Internal Revenue Code. Any such amendment that does not comply with the foregoing requirements shall be void and of no force or effect.

8.8 **Approvals In Writing**. Any approval, waiver, or other form of consent or permission required or permitted to be given by the County or the Conservancy under this Conservation Easement shall only be effective if in writing and duly executed on behalf of the County or the Conservancy, as this Easement may otherwise specifically require, except in such cases where permission is, pursuant to this Conservation Easement, expressly deemed granted if no response is given by the Conservancy within a specific time period.

8.9 **Encumbrance by Conservation Easement**. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This {conveyance, lease, mortgage, easement, etc.} is subject to a Conservation Easement which runs with the land and which was granted to the County of Dutchess and the Dutchess Land Conservancy, Inc., by instrument dated _____, _____ 200 , and recorded in the office of the Clerk of Dutchess County at Document #_____. The failure to include such language in any deed or instrument shall not, however, affect the validity or applicability of this Conservation Easement to the Property. Nothing in this Conservation Easement shall be construed as limiting the rights of the holder of such conveyance or mortgage from foreclosing or otherwise enforcing its rights thereunder, provided that any such foreclosure or enforcement of a subsequent or otherwise subordinated or junior mortgage, or other property interest, or other action shall not extinguish this Conservation Easement and the Conservancy's rights hereunder. The Landowners' shall provide 30 days notice to the Conservancy prior to any such action occurring, but the Landowners' failure to provide such notice shall not adversely affect the rights of any holder of any mortgage or other security instruments.

8.10 **Subordination of Prior Mortgages and Lien (Financing Statement) to the Purposes of this Conservation Easement**. The Property is currently encumbered by the

following: a mortgage dated November 21, 1997 and recorded on November 21, 1997 in Liber 2322 at Page 249; a mortgage dated November 21, 1997 and recorded on November 21, 1997 in Liber 2322 at Page 250 and a lien (97 3928) filed November 25, 1997, all in the mortgage records in the Office of the Clerk of Dutchess County to secure loans payable to First Pioneer Farm Credit, A.C.A.(the "Lender"). The Lender joins in the execution of this Conservation Easement for the sole purpose of subordinating its rights in the Property to the limited rights of the Grantees, their successors and assigns to enforce the conservation purposes of this Easement in perpetuity.

Pursuant to its Mortgages, Lender's valid claims, now or in the future, to the proceeds of the sale, leases, rents, and profits under such Mortgages shall not be affected by the Lender's subordination to this Conservation Easement, except to the extent that this Conservation Easement shall remain in full force and effect in perpetuity subsequent to the sale or transfer due to foreclosure proceedings. Any lien which might be created as a result of Grantees exercise of any of their rights under this agreement shall be junior to the existing mortgages.

8.11 **Taxes and Assessments**. Each owner of the Property shall pay all taxes and assessments lawfully assessed against the Property or portion thereof owned by such owner, who shall provide receipted tax bills to the Conservancy upon request.

8.12 **Severability**. Invalidation of any provision of this Conservation Easement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

8.13 **Binding Effect**. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Landowners and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred cease being the Landowners or an owner with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

8.14. Liability; Indemnification.

8.14.A. The Grantees shall have no obligations whatsoever, express or implied, relating to the use, maintenance or operation of the Property.

8.14.B. The Grantees shall not be responsible for injuries or death to persons or damage to property in connection with the administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property.

8.14.C. The Landowners agree to indemnify and hold the Grantees harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys fees

arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of the **Grantees** or **their** agents.

8.14.D. The Landowners further agree to indemnify and hold the Grantees harmless from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property.

8.14.E. The Grantees shall have no liability whatsoever to the Landowners or any other owner for acts taken in good faith in connection with the administration of this Conservation Easement.

8.15 Further Acts. Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to carry out the provisions of this Conservation Easement or which are necessary to qualify this instrument as a conservation easement under Article 49, Title 3, of the Conservation Law or any regulations promulgated pursuant thereto.

8.16 No Forfeiture. Nothing contained herein will result in a forfeiture of the Landowners' title in any respect.

8.17 Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the Laws of New York State.

9. QUALIFIED CONSERVATION CONTRIBUTION COVENANTS.

9.1. Continuity. The Grantees agree that they will assign their rights under this Conservation Easement only to an assignee that: (a) is a qualified organization as defined in Section 170(h) of the Internal Revenue Code and which (b) agrees to continue to carry out the conservation purposes of this Conservation Easement as defined under Section 170(h) and the regulations thereunder and (c) which, in the event of an assignment by the Conservancy, has been approved by the County as a successor to the Conservancy. Any assignee other than a governmental unit must also be an entity able to enforce this Conservation Easement, having purposes similar to those of the Conservancy which encompass those of this Conservation Easement. If the Conservancy ever ceases to exist or no longer qualifies under Section 170(h) or applicable state law, its rights under this Easement shall vest in the County as set forth in paragraph 8.6 hereof.

9.2. Notice. The Landowners shall give the Conservancy written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement. The Landowners shall notify the Conservancy of any conveyance, lease or transfer of all or any part of the Property, such notice to be given in writing at least thirty (30) days in advance of such conveyance, lease or transfer. Any notice required or desired to be given under this Conservation Easement shall be in writing and shall be deemed given when received or three days after mailing, by public or private delivery service which provides receipt of delivery, properly addressed as follows: (a) if to the Conservancy, at the address set forth above; (b) if to the Landowners, at the. address set forth above; or (c) if to any subsequent owner, at the address of the Property. Any

party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this paragraph.

9.3. **Inspection**. The Conservancy, the County and the Department of Agriculture and Markets, and their duly authorized representatives shall have the right to enter onto the Property at reasonable times, in a reasonable manner, and, where practicable, after giving a minimum of 48 hours prior notice, to inspect for compliance with the terms of this Conservation Easement. In the instance of a violation or suspected violation of the terms of this Conservation Easement, which has caused or threatens to cause irreparable harm to any of the resource values this Conservation Easement is designed to protect, no such advance notice is required.

9.4. **Extinguishment**. If a subsequent unexpected change in the conditions surrounding the Property make impossible the fulfillment of the conservation purposes of this Conservation Easement, and if the restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Landowners, the County shall be entitled to that portion of the proceeds equal to the proportionate value of the conservation restrictions as provided immediately below. For such purposes only, the Landowners agree that the conveyance of this Conservation Easement to the County gives rise to a property right, immediately vested in the County, with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created at the date hereof bears to the value of the Property as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property). The County agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this Conservation Easement. The cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Conservation Easement.

9.5. **Interpretation**. This instrument is intended to create a "qualified real property interest" for "conservation purposes" as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes," such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

9.6. **Transfer of Development Rights**. No development rights in and to the Property, or any part thereof which have been encumbered or extinguished by this Conservation Easement shall be transferred to any location outside the Property, whether pursuant to a cluster development plan or any other agreement or plan for transferable development rights.

10. LIEN LAW SECTION 13.

The Landowners, in compliance with Section 13 of the Lien Law, covenant that the Landowners will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

LANDOWNERS

By: _____
Charles S. Mead

By: Linda M. Mead
Linda M. Mead

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton, Executive Director

Approved soley for the purposes and to the extent described in paragraph 8.10 above.

By: Paul C Herrington
Paul C. Herrington, Assistant Secretary Treasurer
First Pioneer Credit, A.C.A.

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

On this 19 day of January, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared **Charles S. Mead**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Dorothy B. Tropani
Notary Public

DOROTHY B. TROPANI
NOTARY PUBLIC
STATE OF NEW YORK
COUNTY OF ULSTER
COMMISSION EXPIRES APRIL 20, 2001

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

On this 11 day of January, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Dorothy B. Tropani
Notary Public

DOROTHY B. TROPANI
NOTARY PUBLIC
STATE OF NEW YORK
COUNTY OF ULSTER
COMMISSION EXPIRES APRIL 20, 2001

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

On this 19 day of January, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared **Linda M. Mead**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Dorothy B. Tropani
Notary Public

DOROTHY B. TROPANI
NOTARY PUBLIC
STATE OF NEW YORK
COUNTY OF ULSTER
COMMISSION EXPIRES APRIL 20, 2001

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

On this 19 day of January, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared **Paul C. Herrington**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Dorothy B. Tropani
Notary Public

DOROTHY B. TROPANI
NOTARY PUBLIC
STATE OF NEW YORK
COUNTY OF ULSTER
COMMISSION EXPIRES APRIL 20, 2001

Robert Zimmerman L.S.49246
460 Lasher Road
Tivoli, N.Y. 12583

August 17, 2000

CHARLES S. AND LINDA M. MEAD-CONSERVATION EASEMENT

Beginning at a point in the north line of County Route 78 (West Kerleys Corners Road), said point being the southeast corner of the herein described parcel and the southwest corner of land now or formerly of Gino Salvatico; thence westerly along said north line of West Kerleys Corners Road N57°50'-40"W 953.33' to the point of intersection of said north road line with the east line of Scism Road, said point being the southwest corner of the herein described parcel; thence northerly along said east line of Scism Road N16°34'-40"W 79.0' and N39°24'-20"E 152.0' to a point in the center of the White Clay Kill; thence westerly along the center of said White Clay Kill N50°35'-40"W 27.35' to a point in the centerline of Scism Road; thence northerly along said centerline of Scism Road to and along the east line of land of Sidney B. and Elizabeth B. Mead N41°47'-27"E 36.53', N30°17'E 130.0', N35°09'E 40.0', N45°17'E 40.0', N53°53'E 35.0', N65°22'E 47.0' and N73°20'E 39.0' to the northeast corner of said land of Sidney B. and Elizabeth B. Mead; thence easterly along said centerline of Scism Road N81°47'E 58.0', N84°24'E 102.0', N85°55'E 94.0', N88°46'E 97.0', S89°12'E 51.0', S86°29'E 94.0', S83°56'E 107.0', N89°58'E 69.0', N80°13'E 63.0', N73°39'E 47.0' and N68°11'E 17.32' to the northeast corner of the herein described parcel; thence southerly to and along the west line of land now or formerly of Halpern and the west line of land now or formerly of Rocco and Emma Salvatico S13°05'W 399.23' to the southwest corner of said land of Rocco and Emma Salvatico and the northwest corner of land now or formerly of Gino Salvatico; thence continuing southerly along the west line of said land of Gino Salvatico S17°43'W 651.33' to the point or place of beginning and containing 16.01 acres of land more or less.

Subject to an easement granted to Central Hudson Gas & Electric Corporation.

Subject to the rights of the public and the Town of Red Hook to maintain and improve Scism Road.

The property is further divided into two (2) principle areas known as the Farmstead Complex and the Farm Area. The Farmstead Complex is described as follows::

Beginning at a point in the centerline of Scism Road, said point being the northeast corner of the herein described parcel and being S68°11'W 17.32', S73°39'W 47.0', S80°13'W 63.0'. S89°58'W 69.0' and N83°56'W 107.0' from the northeast corner of the above described parcel; thence southerly, westerly, northerly, easterly and northerly through land of Charles S. and Linda M. Mead S13°05'W 560.0' to the southeast corner of the herein described parcel; N76°55'W 307.0' to the southwest corner of the herein described parcel, N13°05'E 210.0', S76°55'E 107.0' and N13°05'E 308.86' to a point in the centerline of Scism Road, said point being the northwest corner of the herein described parcel; thence easterly along said centerline of Scism Road N88°46'E 59.32', S89°12'E 51.0' and S86°29'E 94.0' to the point or place of beginning and containing 3.00 acres of land more or less.

Exhibit "A" to Easement

Subject to an easement granted to Central Hudson Gas & Electric Corporation.

Subject to the rights of the public and the Town of Red Hook to maintain and improve Scism Road..

The Farm Area is described as follows:

Beginning at a point in the north line of County Route 78 (West Kerleys Corners Road), said point being the southeast corner of the herein described parcel and the southwest corner of land now or formerly of Gino Salvatico; thence westerly along said north line of West Kerleys Corners Road N57°-50'-40"W 953.33' ato the point of intersection of said north road line with the east line of Scism Road, said point being the southwest corner of the herein described parcel; thence northerly along said east line of Scism Road N16°-34'-40"W 79.0' and N39°-24'-20"E 152.0' to a point in the center of the White Clay Kill; thence westerly along the center of said White Clay Kill N50°-35'-40"W 27.35' to a point in the centerline of Scism Road; thence northerly along said centerline of Scism Road to and along the east line of land of Sidney B. and Elizabeth B. Mead N41°-47'-27"E 36.53', N30°-17'E 130.0', N35°-09'E 40.0', N45°-17'E 40.0', N53°-53'E 35.0', N65°-22'E 47.0' and N73°-20'E 39.0' to the northeast corner of said land of Sidney B. and Elizabeth B. Mead; thence easterly along said centerline of Scism Road N81°-47'E 58.0', N84°-24'E 102.0', N85°-55'E 94.0' and N88°-46'E 37.68'; thence southerly, westerly, southerly, easterly and northerly through land of Charles and Linda Mead S13°-05'W 308.86', N76°-55'W 107.0', S13°-05'W 210.0', S76°-55'E 307.0' and N13°-05'E 560.0' to a point in the centerline of Scism Road; thence easterly along said road centerline S83°-56'E 107.0', N89°-58'E 69.0', N80°-13'E 63.0', N73°-39'E 47.0' and N68°-11'E 17.32' to the northeast corner of the herein described parcel; thence southerly to and along the west line of land now or formerly of Halpern and the west line of land now or formerly of Rocco and Emma Salvatico S13°-05'W 399.23' to the southwest corner of said land of Rocco and Emma Salvatico and the northwest corner of land now or formerly of Gino Salvatico; thence continuing southerly along the west line of said land of Gino Salvatico S17°-43'W 651.33' to the point or place of beginning and containing 13.01 acres of land more or less .

Subject to an easement granted to Central Hudson Gas & Electric Corporation.

Subject to the rights of the public and the Town of Red Hook to maintain and improve Scism Road.

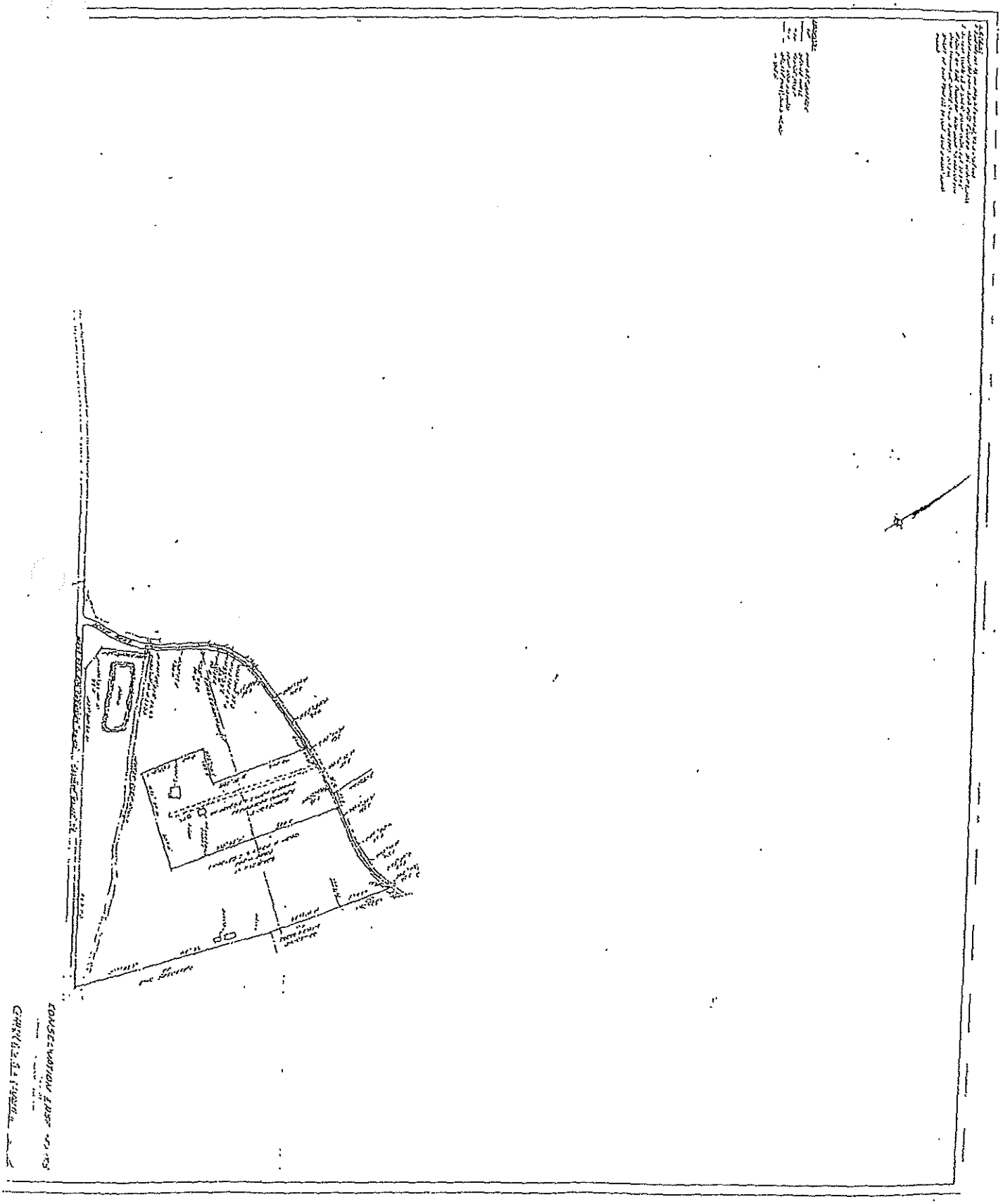

Exhibit "B" to Easement

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018296 AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE 16 ACRE MEAD PARCEL CONSERVATION EASEMENT CORRECTIVE AMENDMENT, WHICH REMOVES THE COUNTY AS GRANTEE, AND GIVES THE COUNTY THIRD-PARTY ENFORCEMENT RIGHTS

November 8, 2018

Roll Call Sheets

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

Present: 22 **Resolution:** ✓ **Total :** 22 0

Absent: 3 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2018296 AUTHORIZING THE COUNTY EXECUTIVE TO SIGN THE 16 ACRE MEAD PARCEL CONSERVATION EASEMENT CORRECTIVE AMENDMENT, WHICH REMOVES THE COUNTY AS GRANTEE, AND GIVES THE COUNTY THIRD-PARTY ENFORCEMENT RIGHTS

November 13, 2018

LAID ON DESKS 11/13/18
GOVERNMENT SERVICES
AMENDED IN COMMITTEE 12/3/18

RESOLUTION NO. 2018297

RE: LOCAL LAW NO. ___ OF 2018, A LOCAL LAW PROHIBITING THE PROVISION OR SALE OF SINGLE USE PLASTIC CARRYOUT BAGS AT RETAIL POINTS-OF-SALE AND IMPLEMENTING A SURCHARGE ON RECYCLABLE PAPER CARRYOUT BAGS AND OTHER BAGS PROVIDED AT RETAIL POINTS-OF-SALE

Legislators PAGE, ZERNIKE, EDWARDS, LLAVERIAS, JETER-JACKSON, TYNER, and JOHNSON and offer the following and move its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopts Local Law No. ____ of 2018, which has been submitted this date for consideration by said Legislature.

NO FURTHER ACTION TAKEN IN 2018

~~STATE OF NEW YORK~~
~~ss:~~
~~COUNTY OF DUTCHESS~~

~~This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 6TH day of December 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.~~

~~IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 6TH day of December 2018.~~

~~CAROLYN MORRIS, CLERK OF THE LEGISLATURE~~

RE: LOCAL LAW NO. ___ OF 2018, A LOCAL LAW PROHIBITING THE PROVISION OR SALE OF SINGLE USE PLASTIC CARRYOUT BAGS AT DETAIL POINTS-OF-SALE AND IMPLEMENTING A SURCHARGE ON RECYCLABLE PAPER CARRYOUT BAGS AND OTHER BAGS PROVIDED AT RETAIL POINTS-OF-SALE

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

SECTION 1. Legislative Findings and Intent.

The Dutchess County Legislature hereby finds as follows:

A. Data released by the United States Environmental Protection Agency shows that between five hundred billion and one trillion plastic bags are consumed worldwide each year; and
B. Plastic bags do not biodegrade; over time, the bags break down into smaller, more toxic petro-polymers which eventually contaminate soils, waterways, plant, and animal life; and
C. Plastic bags can have a devastating effect on wildlife; birds can become entangled in the bags and different species of sea life can die from ingesting plastic bags which they mistake for food; and
D. Plastic shopping bags are made from polyethylene, a thermoplastic made from oil. Accordingly, reducing the use of plastic bags will decrease our dependence on fossil fuels; and
E. Less than ten percent of plastic bags are recycled, in part due to the fact that it costs more to recycle a bag than to produce a new one; and
F. Recycling plants face significant costs associated with plastic bags, with related costs at the Republic recycling plant located in the City of Beacon running well above one hundred thousand dollars annually; and
G. Americans consume more than ten billion paper bags each year and fourteen million trees are cut down yearly for the manufacturing of paper; and
H. Paper production requires large amounts of water, energy, and chemicals and can emit toxic and hazardous chemicals into the air and water; and
I. The nation's paper industry generates more than twelve million tons of solid waste every year; and
J. The following municipalities in New York have already passed legislation aimed at limiting the use of disposable bags: Village of East Hampton, Town of East Hampton, Village of Southampton, Town of Southampton, City of Rye, Village of Larchmont, Village of Mamaroneck, Hastings on Hudson, Village of New Paltz, Town of New Castle, Village of Patchogue, New York City, City of Long Beach, Suffolk County, Town of Bedford, Town of Lewisboro, Village of Pleasantville; and

K. Studies document that banning plastic checkout bags and placing a mandatory charge on recyclable paper checkout bags will dramatically reduce the use of both types of bags and increase the customers' use of reusable bags. "An Analysis of the Impact of Single-Use Plastic Bags" by the New York State Plastic Bag Task Force, issued on January 13, 2018 supports the same; and
L. The hybrid solution has proven effective throughout the United States and the international community in reducing plastic bag use and encouraging the switch to reusable bags. Communities such as Los Angeles, California have documented success with the ban/fee hybrid since its adoption in 2012, showing a 94% reduction in carryout bag consumption; and
M. Reusable bags are readily available with numerous sources and vendors for such bags.

THEREFORE, the purpose of this local law is to encourage consumers in Dutchess County to use their own reusable bags for shopping by prohibiting the sale or distribution of single use plastic carryout bags at retail points-of-sale and requiring not less than a five cent ($0.05) charge on recyclable paper carryout bags or reusable bags that are provided at retail points-of-sale.

SECTION 2. Definitions.

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

"SINGLE USE PLASTIC CARRYOUT BAG" shall mean a single use plastic bag less than 4 mils thick that is provided by a covered store to a customer at the point of sale and is used to carry goods from such store. "Plastic Carryout Bag" does not include (1) a bag without handles used to carry produce, meats, dry goods or other non-prepackaged food items to the point of sale within a store or market or to prevent such food items from coming into direct contact with other purchased items; (2) a garment bag or large plastic bag with two openings that is used to transport clothing from a clothing retailer or garment cleaner such as a dry cleaner; (3) a bag provided by a pharmacy to carry prescription drugs.

"RECYCLABLE PAPER BAG" shall mean a paper bag that (1) contains no old- growth fiber; (2) is 100% recyclable overall and contains a minimum of 40% post- consumer recycled content; and (3) displays the word "Recyclable" on the outside of the bag.

"COVERED STORE" shall mean an establishment engaged in the retail sale of personal, consumer or household items including but not limited to drug stores, pharmacies, liquor stores, grocery stores, supermarkets, convenience stores, foodmarts, apparel stores, home center and hardware stores, stationery and office supply stores, farmers markets, open air flea markets, and food service establishments located within grocery stores, supermarkets, convenience stores or foodmarts, that provide carryout bags to customers in which to place purchased items. This term does not include food service establishments located outside of grocery stores, supermarkets, convenience stores or foodmarts.

"FOOD SERVICE ESTABLISHMENT" shall mean a place where prepared food is provided for individual portion service directly to a consumer whether consumption occurs on or off the premises.

"CUSTOMER" means any Person obtaining goods from a Covered Store.

"PERSON" shall mean any natural person, firm, corporation, partnership or other organization or group however organized.

"RETAIL SALES" shall mean the transfer to a customer of goods in exchange for payment occurring in retail stores, sidewalk sales, farmers' markets and flea markets. The term "retail sales" does not include sales of goods at yard sales, tag sales, and other sales by residents at their homes.

"REUSABLE BAG" shall mean a bag with handles that is specifically designed and manufactured for multiple reuse that is provided by a Covered Store to its Customer at the point of sale and is capable of carrying twenty-two (22) pounds over a distance of one hundred and seventy five feet (175) for a minimum of one hundred and twenty five (125) uses and is either: (a) made of cloth or other machine washable fabric; or (b) made of durable plastic that is at least 4 mils thick.

SECTION 3. Prohibition.

No Covered Store shall provide a Single Use Plastic Carryout Bag to any Customer, at the check out stand, cash register, point of sale or other point of departure for the purpose of transporting food or merchandise out of the establishment.

SECTION 4. Permitted Bags.

All Covered Stores may provide or make available to Customers only Recyclable Paper Bags or Reusable Bags for the purpose of carrying away goods or other materials from the point of sale, subject to the terms of this law. Nothing in this law prohibits Customers from using bags of any type that they bring to the store themselves or from carrying away goods that are not placed in a bag, in lieu of using bags provided by the store.

SECTION 5. Regulation of Recyclable Paper Bags

A. Any Covered Store that provides a Recyclable Paper Bag to a Customer must charge that customer a minimum of five cents ($0.05) for each bag provided.

B. Any purchase made in whole or in part through the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) or the Supplemental Nutrition Assistance Program (SNAP) shall not be subject to a charge for carryout bags.

C. All Covered Stores must indicate on the Customer receipt the number of Recyclable Paper Bags provided and the total amount charged for the bags.

D. All monies collected by a Covered Store under this law will be retained by the Covered Store.

SECTION 6. Regulation of Reusable Bags

A. Covered Stores may provide their customers with reusable bags free of charge for a two-week period each year from January 1st to January 15th.

B. With the exception of the aforementioned fee exemption periods, Covered Stores that provide a Reusable Bag to their Customers must charge a minimum of five cents ($0.05) for each bag provided.

C. Any purchase made in whole or in part through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) or the Supplemental Nutrition Assistance Program (SNAP) shall not be subject to a charge for carryout bags.

D. All Covered Stores must indicate on the Customer receipt the number of Reusable Bags provided and the total amount charged for the bags.

E. All monies collected by a Covered Store under this law will be retained by the Covered Store.

F. Each Covered Store is strongly encouraged to educate its staff to promote reusable bags and to post signs encouraging Customers to use reusable bags.

SECTION 7. Additional Obligations for Covered Stores.

A. All Covered Stores shall post signs at or near the point of sale located in such Covered Stores to notify Customers of the provisions of this law, as well as the per bag charge for Recyclable Paper Bags and Reusable Bags.

B. No Covered Store may make available for sale Recyclable Paper Bags or Reusable Bags unless the amount of the sale of each such bag is separately itemized on the sales receipt.

C. No Covered Store shall provide a credit to any Person specifically for the purpose of offsetting or avoiding the carryout bag charge required by Sections 5 and 6 of this law.

SECTION 8. Enforcement.

This law shall be enforced by the Dutchess County Department of Behavioral and Community Health in accordance with the provisions of Article II, Section 2.1 et seq., of the DUTCHESS COUNTY SANITARY CODE.

SECTION 9. Rules and Regulations.

The Commissioner of the Department of Behavioral and Community Health is hereby authorized and empowered to promulgate rules and regulations necessary to enforce this law.

SECTION 10. Penalties for Offences.

A. If a Covered Store violates this law the following penalties will be imposed and shall be payable by the operator of the store:

1. A fine not exceeding one hundred dollars ($100.00) for the first violation;

2. A fine not exceeding two hundred fifty dollars ($250.00) for the second violation;

3. A fine not exceeding five hundred dollars ($500.00) for the third and any subsequent violations;

B. A fine shall be imposed for each day a violation occurs or is allowed to continue.

C. All fines collected pursuant to this law shall be used to assist the County with its costs of implementing and enforcing the requirements of this law and/or for public education and outreach.

D. Covered stores are prohibited from making a charge against, or deduction from, the wages of an employee to offset any penalty addressed against the covered store pursuant to this law.

SECTION 11. Effect of other Laws, Regulations.

This law will not impair or supersede any ordinance, resolution or local law enacted by a village, town, or city within the County of Dutchess which prohibits retail stores operating within their jurisdiction from distributing or providing plastic and/or paper bags to their customers.

SECTION 12. Reverse Preemption.

This law shall be null and void on the day that Statewide or federal legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this law, or in the event that a pertinent State or federal administrative agency issues and promulgates regulations preempting such action by the County of Dutchess. The County Legislature may determine via mere resolution whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions of this section.

SECTION 13. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

SECTION 14. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 15. SEQRA DETERMINATION.

It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 0101 et seq., and its implementing regulations. Part 617 of 6 NYCRR, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c) (20) and (27) of 6 NYCRR, and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required." [6NYCRR Section 617.5(c) (20) and (27) apply to: "(20) routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and "(27) adoption of regulations, policies, procedures, and local legislative decisions in connection with any action on this list"]

SECTION 16. Effective Date.

This law shall take effect on January 1, 2020.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 0

Total Current Year Revenue and Source $ 0

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

Identify Line Items(s):
4610.70 Advertising Admin. DCBH

Related Expenses: Amount $ 2000.00

Nature/Reason:
One time expense in 2019 for information dissemination / public relations. To be undertaken by DCBH.

Anticipated Savings to County: n/a

Net County Cost (this year): $0

Over Five Years: indeterminate, small net positive

Additional Comments/Explanation:
Enforcement of this law to be performed on a complaint and response basis. It can be assumed that fines will offset enforcement costs and generate a small but indeterminate amount of revenue. The bag fee is considered taxable by the New York State Department of Taxation and Finance and will generate a small amount of sales tax revenue for the County (est <$750/yr).

Prepared by: Nick Page

Prepared On: 11/13/2018

Successful Initiatives for Reducing Plastic (bag) Waste

A. Fees on bags are the single most effective way of reducing bag consumption and bag litter, for two reasons:

- **Fees change consumer behavior** -- consumer annoyance at paying for something perceived as valueless (ie loss aversion, a proven principle.) We remember loss better than gain! A small fee suffices to change behavior.

- **Changed dynamic at register** – cashier must inquire whether or not a bag purchase is desired, thereby alerting each consumer to the change.

Examples:

1. **San Francisco** – started with a 'ban' in 2007, revised the ban law to include a fee in 2012, and further extended the law to include restaurants and other retail establishments (still excepting dry cleaners, pharmacies, and others). Bag waste was further reduced by about 70%. The initial 'ban' reduced bag waste by only about 18%. (see https://www.cawrecycles.org/list-of-local-bag-bans/)

2. **Chicago** enacted a bag 'ban' in 2015 but by 2016 it became apparent that this was not effectively reducing bag waste, and a bag fee of $.07 was enacted. After the fee was imposed, bag use dropped by 42%. The original ordinance mandated thicker bags (for re-use), however retailers simply substituted the new bags and consumer behavior did not change.

3. **State of California** -- After over 100 CA municipalities enacted bag laws, the state of California passed a state-wide law in 2014 based on its own municipalities experiences with a variety of bag regulations. The California state law requires a $.10 fee on all paper and plastic bags at checkout, as the fee has proven to be the single most effective tool at reducing plastic bag litter and encouraging bag re-use.

4. **Washington D.C.** instituted a bag fee ($.05) and experienced an immediate 60% drop in bag consumption.

5. **Honolulu, HI** – similarly switched from a ban to a fee based law.

B. **Litigation related to bans (not fees) -- Environmental Claims**

Potential environmental claims usually relate to straight plastic bag bans with no minimum charge for paper or reusable bags, arguing that customers would simply switch to paper bags and/or thicker plastic bags that qualify as reusable. Many cities now mandate a minimum charge for paper and reusable bags to encourage a change in consumer behavior towards Bring Your Own Bag (BYOBag) behavior and also **to successfully avoid these environmental claims.**

The plastics industry frequently sues on the basis that paper bags may be more harmful environmentally than plastic bags, based on environmental studies commissioned by the industry. These lawsuits can last for years. **No lawsuit against bag fees has been won by the plastic industry to date, and these lawsuits are also rare compared with lawsuits against plastic bag bans.** For more info, see https://www.plasticbaglaws.org/ , in particular the fourth video.

> **Example:** Nearly every other California municipality that adopted a plastic bag ban that preceded San Francisco was sued or threatened to be sued by groups related to the plastic bag industry (primarily Save the Plastic Bag Coalition). Palo Alto settled its lawsuit by agreeing not to expand its plastic bag ban without completing an EIR (Environmental Impact Review). What these suits accomplish is delay in enactment or implementation of bans, in addition to intimidation. (Source: plasticbaglaws.org)

C. It is sometimes argued that a bag fee disproportionately affects low income people. Here are a few ways **to mitigate this impact:**

- **Provide free bags through entities which can supply this population** (eg at Family Partnership Center). Retailers can take advantage of this as a branding opportunity.
- **Provide free bags at checkout to those using SNAP** or other government benefits. Since many low income people do not benefit from SNAP, then supplying bags as above is still important.
- **Plastic bag litter tends to disproportionately affect low income neighborhoods**; this litter is reduced immensely, which helps improve the quality of life here

Resolution No. 2018297, A LOCAL LAW PROHIBITING THE PROVISION OR SALE OF SINGLE USE PLASTIC CARRYOUT BAGS AT RETAIL POINTS-OF-SALE AND IMPLEMENTING A SURCHARGE ON RECYCLABLE PAPER CARRYOUT BAGS AND OTHER BAGS PROVIDED AT RETAIL POINTS-OF-SALE, was laid on desks on November 13, 2018, and amended in Government Services and Administration Committee on December 3, 2018.

No further action was taken in 2018.

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 1 - Town of Poughkeepsie	Llaverias		
District 3 - Town of LaGrange	Borchert		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (C)		1
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 14 - Town of Wappinger	Amparo		
District 22 - Towns of Beekman and Union Vale	Garito		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston (VC)		

Present: 12
Absent: 0
Vacant: 0

Resolution: ___
Motion: ✓

Total : 11 Yes, 1 No
Abstentions: 0

HB/KM

Section 5(B) + Section 6(c)

see attached Amendment 1

12·3·18
2018297

LEGISLATOR NICK PAGE

Amendment for Local Law 2018297

HB| KM

Amendment 1:

Intent: Exempts purchases made in whole or part through WIC or SNAP programs from bag fee

To be added as Section 5(B) and Section 6(C), with all following subsections to be re-lettered accordingly:

5B/6C. Any purchase made in whole or in part through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) or the Supplemental Nutrition Assistance Program (SNAP) shall not be subject to a charge for
carryout bags.

Amendments for Local Law 2018298

Amendment 1:

Intent: Ensures local municipalities will be able to enact their preference of single-use bag bills (ban/fee etc)

To be added as Section 8, with all following Sections to be renumbered accordingly:

Section 8: This law will not impede or supersede any ordinance, resolution or local law that has been or will be enacted by a village, town, or city within the County of Dutchess which prohibits retail stores operating within their jurisdiction from distributing or providing plastic and/or paper bags to their customers or requires a fee on paper bags and other plastic bag alternatives.

Amendment 2:

Intent: Adds $0.05 fee to plastic bag alternatives

Body of Section 1 to now read in its entirety:

The Dutchess County Legislature finds that plastics, specifically plastic bags, are a significant burden on the global and local environment. By banning plastic bags at retail points-of-sale and applying a $0.05 fee to alternative bags provided at retail points-of-sale, this will encourage consumers to use more environmentally friendly and reusable bags.

Amendment 3:

Intent: Addresses $0.05 fee to plastic bag alternatives and related issues

Body of Section 4 to now read in its entirety:

A. Any Store that provides a Paper bag or a Reusable bag must charge a minimum of $0.05 for each bag provided.

B. Any purchase made in whole or in part through the Special Supplemental Nutrition Program for Women, Infants

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 1 - Town of Poughkeepsie	Llaverias		
District 3 - Town of LaGrange	Borchert		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (C)		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 14 - Town of Wappinger	Amparo		
District 22 - Towns of Beekman and Union Vale	Garito		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston (VC)		

Present: 12
Absent: 0
Vacant: 0

Resolution: ____
Motion: ✓

Total : 12 Yes, 0 No
Abstentions: 0

HB / KM
add section 15 SEQR
see attached

12·3·18
2018 297

Morris, Carolyn

From: Joseph, Nick
Sent: Monday, December 3, 2018 3:45 PM
To: Morris, Carolyn
Subject: SEQRA Type II Language

#15

Section XX. SEQRA DETERMINATION HB/KM unanimous

It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 0101 et seq., and its implementing regulations. Part 617 of 6 NYCRR, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c)(20) and (27) of 6 NYCRR, and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required." [6 NYCRR Section 617.5(c) (20) and (27) apply to: "(20) routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and "(27) adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list"]

Nick Joseph
Assistant to the Chairman
Dutchess County Legislature
22 Market Street
Poughkeepsie, New York 12601
(845) 486-2103

Amendment

LAID ON DESKS 11/13/18
GOVERNMENT SERVICES & ADMINISTRATION
AMENDED IN COMMITTEE 12/3/18

RESOLUTION NO. 2018298

RE: LOCAL LAW NO. 6 OF 2018 A LOCAL LAW REGULATING THE USAGE OF PLASTIC BAGS

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

RESOLVED, that the Legislature of the County of Dutchess adopts Local Law No. 6 of 2018, which has been submitted this date for consideration by said Legislature.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/24/2018

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 6th day of December 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 6th day of December 2018.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

RE: LOCAL LAW NO. 6 OF 2018 A LOCAL LAW REGULATING THE USAGE OF PLASTIC BAGS

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF DUTCHESS, STATE OF NEW YORK AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS & PURPOSE

Dutchess County has taken and will continue to take significant strides in ensuring proper environmental stewardship. Having taken the bold step of banning Styrofoam containers-Dutchess is continuing on in the forefront of environmental policy. The Dutchess County Legislature finds that plastics, specifically plastic bags, are a significant burden on the global and local environment. By banning plastic bags, in most instances, this will encourage consumers to use more environmentally friendly and recyclable bags.

SECTION 2. DEFINITIONS

a. "Plastic carryout bag" means a bag made of plastic, less than 4 mils thick, that is intended for the purpose of carrying purchased items and is provided to a customer at the point of sale.
b. "Exempt bag" means a bag intended to directly contain goods, including, but not limited to bags used to carry produce, meats, dry goods, or other non-prepackaged food items, garment bags used by but not limited to dry cleaners, plastic bags used to transport clothing from the point of sale, and bags provided by a pharmacy to carry prescription drugs.
c. "Store" means a general vendor, or a retail or wholesale establishment engaged in the sale of personal, consumer or household items including but not limited to drug stores, pharmacies, grocery stores, supermarkets, convenience food stores, or foodmarts that provide carryout bags to consumer in which to place items purchased or obtained at such establishments. Such term shall not include food service establishments, mobile food service establishments, emergency goods providers, 501(c)(3) organizations, garage sales, yard sales, estate sales or moving sales.
d. "Food Service Establishment" means a place where prepared food is provided for individual portion service directly to a consumer whether consumption occurs on or off the premises.
e. "Reusable bag" means a bag with handles that is specifically designed and manufactured for multiple reuses that is provided by a store to a customer at the point of sale and capable of carrying twenty-two pounds over a distance of one hundred and seventy-five feet for a minimum of one hundred and twenty-five uses and is either made of cloth or other machine washable fabric, or made of durable plastic that is at least 4 mils thick.
f. "Paper bag" means a bag made of paper that is 100% recyclable overall and contains a minimum of 40% post-consumer recycled content and displays the word "Recyclable" on the outside of the bag.

SECTION 3. PROHIBITION

No Store shall provide a Plastic carryout bag to any customer at the point of sale or other point of departure. This section shall not apply to an Exempt bag.

SECTION 4. REGULATION OF PAPER AND REUSABLE BAGS

Nothing in this Chapter shall require stores to provide paper bags or Reusable bags nor restrict their ability to charge for the purchase of said items. A Store shall not charge a fee for bags of any kind provided by the customer.

SECTION 5. ENFORCEMENT

The Commissioner of the Department of Community and Behavioral Health is responsible for the enforcement of this Chapter. The Commissioner is authorized to promulgate rules and regulations and to take any and all other actions reasonable and necessary to enforce this Chapter, including, but not limited to, investigating violations, issuing fines and entering the premises of any store during business hours.

SECTION 6. VIOLATION PENALTIES

a. If it is determined that a violation of this Chapter has occurred, a written warning notice will be issued to the operator of a Store that a violation has occurred and the potential penalties that will apply for future violations.

b. If a Covered Store has subsequent violations of this Chapter that are similar in kind to the violation addressed in a written warning notice, the following penalties will be imposed and shall be payable by the operator of the store:

(1) A fine not exceeding one hundred dollars ($100.00) for the first violation after the written warning notice is given;
(2) A fine not exceeding two hundred fifty dollars ($250.00) for the second violation after the written warning notice is given; or
(3) A fine not exceeding five hundred dollars ($500.00) for the third and any subsequent violations after the written warning notice is given.

c. A fine shall be imposed for each day a violation occurs or is allowed to continue.

SECTION 7. SEQRA DETERMINATION.

It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 0101 et seq., and its implementing regulations. Part 617 of 6 NYCRR, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c) (20) and (27) of 6 NYCRR, and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required." [6NYCRR Section 617.5(c) (20) and (27) apply to: "(20) routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and "(27) adoption of regulations, policies, procedures, and local legislative

decisions in connection with any action on this list"]

SECTION 8. APPLICATION.

This Local Law shall apply to all actions occurring on or after the effective date of this law.

SECTION 9. SEVERABILITY.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity,
or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 10. REVERSE PREEMPTION.

This article shall be null and void on the day that statewide legislation goes into effect incorporating either the same or substantially similar provisions as are contained in this Article or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County of Dutchess. The Dutchess County Legislature may determine by resolution whether or not identical or substantially similar statewide legislation or pertinent preempting state or federal regulations have been enacted for the purposes of triggering the provisions of this section.

SECTION 11. EFFECTIVE DATE.

This Local Law shall become effective on January 1, 2020, subsequent to filing in the Office of the Secretary of State pursuant to the applicable provisions of the Municipal Home Rule Law and shall apply to all transactions occurring on or after January 1, 2020.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 0

Total Current Year Revenue $ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ 0
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
The cost to the County will be negligible as the Department of Community and Behavioral Health will enforce this Chapter through existing inspections and follow-ups based on complaints. A small amount of revenue may be realized through fines.

Prepared by: A. Gregg Pulver Prepared On: October 31, 2018

Resolution No. 2018298, LOCAL LAW NO. 6 OF 2018 A LOCAL LAW REGULATING THE USAGE OF PLASTIC BAGS, was laid on desks on November 13, 2018, and considered on December 6, 2018. Discussion proceeded as follows:

Legislator Incoronato made a motion, duly seconded by Legislator Zernike, to amend Section 4 A as follows:

Nothing in this Chapter shall require stores to provide paper bags or reusable bags nor restrict their ability to charge **10 cents** for the purchase of said items. A store shall not charge a fee for bags of any kind provided by the customer.

Chairman Pulver ruled the amendment out of order and requested Legislator Incoronato to reword the amendment.

Legislator Incoronato made a motion, duly seconded by Legislator Page, to delete the first sentence of Section 4 and replace with the following:

A store shall charge a minimum of 10 cents for the use of paper or reusable bags

Assistant Minority Leader Munn Moved the Question on the amendment, seconded by Legislator Black.

Roll call on Moving the Question resulted as follows:

AYES:	22	Pulver, Sagliano, Bolner, Black, Munn, Borchert, Keith, Edwards, Truitt, Johnson, Jeter-Jackson, Tyner, Metzger, Amparo, Incoronato, Zernike, Page, Horton, Garito, Thomes, Surman, Houston
NAYS:	2	Llaverias, Brendli
ABSENT:	1	Miccio

Motion adopted.

Roll call on the foregoing amendment resulted as follows:

AYES:	5	Black, Edwards, Incoronato, Zernike, Page
NAYS:	19	Pulver, Sagliano, Bolner, Munn, Llaverias, Borchert, Keith, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Amparo, Horton, Garito, Thomes, Surman, Houston
ABSENT:	1	Miccio

Amendment defeated.

Legislator Page made a motion, duly seconded by Legislator Black, to replace Section 1 with the following:

The Dutchess County Legislature finds that plastics, specifically plastic bags, are a significant burden on the global and local environment. By banning plastic bags at retail points-of-sale and applying a $0.05 fee to alternative bags provided at retail points-of-said, this will encourage consumers to use more environmentally friendly and reusable bags.

Roll call on the foregoing amendment resulted as follows:

AYES:	12	Black, Munn, Llaverias, Edwards, Brendli, Johnson, Jeter-Jackson, Tyner, Amparo, Incoronato, Zernike, Page
NAYS:	12	Pulver, Sagliano, Bolner, Borchert, Keith, Truitt, Metzger, Horton, Garito, Thomes, Surman, Houston
ABSENT:	1	Miccio

Amendment defeated.

Legislator Page made a motion, duly seconded by Legislator Edwards, to replace Section 4 with the following:

A. Any Store that provides a Paper bag or Reusuable bag must charge a minimum of $0.05 for each bag provided.
B. Any purchase made in whole or in part through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) or the Supplemental Nutrition Assistance Program (SNAP) shall not be subject to a charge for carryout bags.
C. Stores may provide their customers with Reusuable bags free of charge for a two-week period each year for January 1st to January 15th.
D. All Stores must indicate on the Customer receipt the number of Reusable bags provided and the total amount charged for the bags.
E. All monies collected by a Store under this law will be retained by the State.
F. Each Store is strongly encouraged to educate its staff to promote Reusuable bags and to post encouraging Customers to use Reusuable bags.
G. No Store shall provide a Credit to any Person specifically for the purpose of offsetting or avoiding the carryout bag charge required by this law.

Majority Leader Sagliano questioned if Section A was out of order.

Legislative Attorney Volkman stated the first Amendment was for a minimum 10 cent fee in Section 4 and the second amendment was for an amendment to the legislative intent portion of this law which failed. He further stated that this is an amendment to the fees section so I do not believe that this would be precluded by the prior vote on the legislative intent and I believe it would be in order.

Roll call on the foregoing amendment resulted as follows:

AYES:	6	Black, Edwards, Jeter-Jackson, Tyner, Zernike, Page
NAYS:	18	Pulver, Sagliano, Bolner, Munn, Llaverias, Borchert, Keith, Truitt, Brendli, Johnson, Metzger, Amparo, Incoronato, Horton, Garito, Thomes, Surman, Houston
ABSENT:	1	Miccio

Amendment defeated.

Legislator Page made a motion, duly seconded by Legislator Edwards, to add the following as Section 8 with all following Sections to be renumbered accordingly:

Roll call on the foregoing amendment resulted as follows:

AYES:	10	Black, Munn, Llaverias, Edwards, Brendli, Johnson, Tyner, Amparo, Zernike, Page
NAYS:	14	Pulver, Sagliano, Bolner, Borchert, Keith, Truitt, Jeter-Jackson, Metzger, Incoronato, Horton, Garito, Thomes, Surman, Houston
ABSENT:	1	Miccio

Amendment defeated.

Legislator Zernike questioned if Resolution 2018297 would be precluded to consider once this resolution was adopted.

Legislative Attorney Volkman responded yes, it would not be agendable.

Roll call on foregoing resolution resulted as follows:

AYES:	23	Pulver Sagliano, Bolner, Black, Munn, Llaverias, Borchert, Keith, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Amparo, Incoronato, Page, Horton, Garito, Thomes, Surman, Houston
NAYS:	1	Zernike
ABSENT:	1	Miccio

Resolution adopted.

The County Executive held a public hearing on the foregoing Local Law on December 20, 2018 and signed it into Law on the same day. The effective date of the Local Law is January 1, 2020.

Government Services and Administration Roll Call

District	Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	.	1
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 4 - Town of Hyde Park	Black*	1	
District 20 - Town of Red Hook/Tivoli	Munn*	2	
District 1 - Town of Poughkeepsie	Llaverias	3	
District 3 - Town of LaGrange	Borchert		4
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (C)		5
District 11 - Towns of Rhinebeck and Clinton	Tyner	4	
District 14 - Town of Wappinger	Amparo	5	
District 22 - Towns of Beekman and Union Vale	Garito		6
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston (VC)	6	

Present: 12 **Resolution:** ___ **Total :** 6 Yes 6 No

Absent: 0 **Motion:** ✓ **Abstentions:** 0

Vacant: 0

BLACK/MUNN

Intent: Ensures local municipalities will be able to enact their preference of single-use bag bills (ban/fee etc)

To be added as Section 8, with all following Sections to be renumbered accordingly:

Section 8: This law will not impede or supersede any ordinance, resolution or local law that has been or will be enacted by a village, town, or city within the County of Dutchess which prohibits retail stores operating within their jurisdiction from distributing or providing plastic and/or paper bags to their customers or requires a fee on paper bags and other plastic bag alternatives.

AMENDMENT DEFEATED

2018298 December 3, 2018

Government Services and Administration Roll Call

District	Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 1 - Town of Poughkeepsie	Llaverias		
District 3 - Town of LaGrange	Borchert		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (C)		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 14 - Town of Wappinger	Amparo		
District 22 - Towns of Beekman and Union Vale	Garito		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston (VC)		

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

Absent: 0 **Motion:** ✓ **Abstentions:** 0

Vacant: 0

GARITO/BLACK

SECTION 7. SEQRA DETERMINATION.

It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 0101 et seq., and its implementing regulations. Part 617 of 6 NYCRR, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c) (20) and (27) of 6 NYCRR, and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required." [6NYCRR Section 617.5(c) (20) and (27) apply to: "(20) routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment" and "(27) adoption of regulations, policies, procedures, and local legislative decisions in connection with any action of this list"]

AMENDMENT ADOPTED

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*		1
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 4 - Town of Hyde Park	Black*	1	
District 20 - Town of Red Hook/Tivoli	Munn*	2	
District 1 - Town of Poughkeepsie	Llaverias	3	
District 3 - Town of LaGrange	Borchert		4
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (C)		5
District 11 - Towns of Rhinebeck and Clinton	Tyner	4	
District 14 - Town of Wappinger	Amparo	5	
District 22 - Towns of Beekman and Union Vale	Garito		6
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston (VC)		7

Present: 12
Absent: 0
Vacant: 0

Resolution: ___
Motion: ✓

Total : 5 (Yes) 7 (No)
Abstentions: 0

BLACK/MUNN

Intent: Adds $0.05 fee to plastic bag alternatives

Body of Section 1 to now read in its entirety:

The Dutchess County Legislature finds that plastics, specifically plastic bags, are a significant burden on the global and local environment. By banning plastic bags at retail points-of-sale and applying a $0.05 fee to alternative bags provided at retail points-of-sale, this will encourage consumers to use more environmentally friendly and reusable bags.

AMENDMENT DEFEATED

2018298 December 3, 2018

Government Services and Administration Roll Call

District	Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*		1
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 4 - Town of Hyde Park	Black*	1	
District 20 - Town of Red Hook/Tivoli	Munn*	2	
District 1 - Town of Poughkeepsie	Llaverias	3	
District 3 - Town of LaGrange	Borchert		4
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (C)		5
District 11 - Towns of Rhinebeck and Clinton	Tyner	4	
District 14 - Town of Wappinger	Amparo	5	
District 22 - Towns of Beekman and Union Vale	Garito		6
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston (VC)		7

Present: 12 **Resolution:** ___ **Total :** 5 (Yes) 7 (No)

Absent: 0 **Motion:** ✓ **Abstentions:** 0

Vacant: 0

BLACK/MUNN

Intent: Addresses $0.05 fee to plastic bag alternatives and related issues

Body of Section 4 to now read in its entirety:

A. Any Store that provides a Paper bag or a Reusable bag must charge a minimum of $0.05 for each bag provided.

B. Any purchase made in whole or in part through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) or the Supplemental Nutrition Assistance Program (SNAP) shall not be subject to a charge for carryout bags.

C. Stores may provide their customers with Reusable bags free of charge for a two-week period each year from January 1st to January 15th.

D. All Stores must indicate on the Customer receipt the number of Reusable bags provided and the total amount charged for the bags.

E. All monies collected by a Store under this law will be retained by the Store.

F. Each Store is strongly encouraged to educate its staff to promote Reusable bags and to post signs encouraging Customers to use Reusable bags.

G. No Store shall provide a Credit to any Person specifically for the purpose of offsetting or avoiding the carryout bag charge required by this law.

AMENDMENT DEFEATED

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	1	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*	2	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	3	
District 4 - Town of Hyde Park	Black*	4	
District 20 - Town of Red Hook/Tivoli	Munn*	5	
District 1 - Town of Poughkeepsie	Llaverias	6	
District 3 - Town of LaGrange	Borchert	7	
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (C)	8	
District 11 - Towns of Rhinebeck and Clinton	Tyner	9	
District 14 - Town of Wappinger	Amparo	10	
District 22 - Towns of Beekman and Union Vale	Garito	11	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston (VC)	12	

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

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

Vacant: 0

2018298 A LOCAL LAW REGULATING THE USAGE OF PLASTIC BAGS

December 3, 2018

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** _____ _____

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

Vacant: 0 **Abstentions:** ____

J1/F2

Section 4 add A. .10

12/6/18

2018298

Roll Call Sheets

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

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

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

Vacant: 0 **Abstentions:** 0

KM/HB

"Call the Question"

12/6/18

2018 298

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 5 (Yes) 19 (No)

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

J1/NP

Section 4 Strike first sentence. Replace w/ A store shall charge a minimum of .10 for the use of paper or reusable bags

12/6/18

2018298

Roll Call Sheets

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

Present: 24 **Resolution:** ___ **Total :** 12 12

Absent: 1 **Motion:** ✓ Yes No

Vacant: 0 **Abstentions:** ___

#1 defeated

see attached

12/6/18

2018298

Roll Call Sheets

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

Present: 24 **Resolution:** ___ **Total :** 6 / 18

Absent: 1 **Motion:** ✓ Yes / No

Vacant: 0 **Abstentions:** 0

2 NP/RE

see attached

2018298
12/6/18

Roll Call Sheets

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

Present: 24 **Resolution:** ___ **Total :** 10 (Yes) 14 (No)

Absent: 1 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

#3 NP/RE

see attached

2018298

12/6/18

NICK PAGE PROPOSED AMENDMENTS 12/6/18

Amendments for Local Law 2018298

Amendment ~~1~~ 3: NP/RE

Intent: Ensures local municipalities will be able to enact their preference of single-use bag bills (ban/fee etc)

To be added as Section 8, with all following Sections to be renumbered accordingly:

Section 8: This law will not impede or supersede any ordinance, resolution or local law that has been or will be enacted by a village, town, or city within the County of Dutchess which prohibits retail stores operating within their jurisdiction from distributing or providing plastic and/or paper bags to their customers or requires a fee on paper bags and other plastic bag alternatives.

Amendment ~~2~~ 1: NP/HB

Intent: Adds $0.05 fee to plastic bag alternatives

Body of Section 1 to now read in its entirety:

The Dutchess County Legislature finds that plastics, specifically plastic bags, are a significant burden on the global and local environment. By banning plastic bags at retail points-of-sale and applying a $0.05 fee to alternative bags provided at retail points-of-sale, this will encourage consumers to use more environmentally friendly and reusable bags.

Amendment ~~3~~ 2: NP/RE

Intent: Addresses $0.05 fee to plastic bag alternatives and related issues

Body of Section 4 to now read in its entirety:

A. Any Store that provides a Paper bag or a Reusable bag must charge a minimum of $0.05 for each bag provided.

B. Any purchase made in whole or in part through the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) or the Supplemental Nutrition Assistance Program (SNAP) shall not be subject to a charge for carryout bags.

C. Stores may provide their customers with Reusable bags free of charge for a two-week period each year from January 1st to January 15th.

D. All Stores must indicate on the Customer receipt the number of Reusable bags provided and the total amount charged for the bags.

E. All monies collected by a Store under this law will be retained by the Store.

F. Each Store is strongly encouraged to educate its staff to promote Reusable bags and to post signs encouraging Customers to use Reusable bags.

G. No Store shall provide a Credit to any Person specifically for the purpose of offsetting or avoiding the carryout bag charge required by this law.

Roll Call Sheets

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

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

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2018298 A LOCAL LAW REGULATING THE USAGE OF PLASTIC BAGS

December 6, 2018

Dutchess County Legislature

Condolence: Thomas M. Quinn

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

WHEREAS, the Dutchess County Legislature has learned with sadness and regret of the recent death of Thomas M. Quinn on October 10, 2018, at the age of 101, and

WHEREAS, Tom was born on August 11, 1917, in Cortlandt, New York and was the son of the late Thomas Quinn and Mary Finnegan Quinn, and

WHEREAS, Tom was a graduate of Ossining High School and attended City College of New York, and

WHEREAS, Tom was a proud World War II U.S. Army Veteran, serving from 1942-1945 in North Africa and Italy as a Tech 4 in the 3196th Signal Service Company, and

WHEREAS, following his years in the service, Tom worked at IBM from 1946 until his retirement in 1997, and held the position of Manager for many years, and

WHEREAS, Tom was a long-time member of the Dutchess County Legislature who first ran and was elected to the Dutchess County Legislature in 1977, representing District 2, serving the Towns of Poughkeepsie and eventually Pleasant Valley, where he served on numerous Legislative Committees, and as Assistant Majority Leader and Majority Leader, retiring from the Legislature in 2003 after 24 years of service, and

WHEREAS, while a Legislator, Tom also served on the Board of Directors for the Hudson Valley Regional Council, N.Y.S Region 3 Fish & Wildlife Board, Dutchess County Senior Citizen Association Board, Dutchess County Mental Health Association Board, United Way Grant & Admission Committee, and was a member and Past Chairman on the Board of Directors of the Dutchess County Community Action Agency, and

WHEREAS, Tom also served as a member of the National Association of Counties in Washington, D.C. and on the Intergovernmental Steering Committee as well as a member of the New York State Association of Counties on their Resolution Committee for 15 years and Special Assistant to Senator Jay Rolison from 1988-1990, and

WHEREAS, his passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Thomas M. Quinn, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Thomas M. Quinn.

Resolution No. 2018299

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 13th day of November 2018, 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 13th day of November 2018.

Carolyn Morris

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature

Condolence: Joseph A. Saggese

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

WHEREAS, the Dutchess County Legislature has learned with sadness and regret of the recent death of Joseph A. Saggese on October 18, 2018, at the age of 81, and

WHEREAS, Joe was born on September 8, 1937, in New York, New York and was the son of the late Philip B. Saggese and Antoinette (Proto) Saggese, and

WHEREAS, Joe began his career with the Dutchess County Department of Public Works in 1977 as a laborer, where he worked until his retirement in 1993 after 32 years, as a Sector Chief and also worked for a number of years as a Village of Red Hook Police Officer, and

WHEREAS, active in his community, Joe could often be found standing at the door and greeting visiting family and friends at the Burnett & White Funeral Homes in Red Hook and Rhinebeck as well as being a life member of the Red Hook/Rhinebeck Lodge 2002 BPOE where he served as Trustee of the Lodge and served two terms as Exalted Ruler, served 50+ years as a member of the Red Hook Fire Company, Captain of the Fire Police for 20 years and volunteered on the rescue squad, and

WHEREAS, Joseph was a loving husband, family member, friend, and co-worker, and

WHEREAS, his passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Joseph A. Saggese, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Joseph A. Saggese.

STATE OF NEW YORK Resolution No. 2018300

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 13th day of November 2018, 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 13th day of November 2018.

Carolyn Morris

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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

Ron Hicks, Assistant to County Executive, spoke on IDA

Charles Davenport, Wappinger Falls, spoke regarding contamination from Cricket Valley.

Johanna Falard, Town of Poughkeepsie, spoke regarding contamination from Cricket Valley.

Caroline Fenner, Town of Poughkeepsie, spoke in support of fair elections law.

Laura spoke in support of fair elections law and campaign finance reform, petition attached.

Constantine Kazolias, City of Poughkeepsie, spoke regarding the City IDA, comments attached.

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

There being no further business, the Chair adjourned the meeting at 9:13 p.m. in memory of Thomas M. Quinn and Joseph A. Saggese.

PETITION TO DUTCHESS COUNTY LEGISLATURE

We, the undersigned residents of Dutchess County, New York, urge our Dutchess County legislators to establish a voluntary small-donor public campaign financing system for candidates running for public office in Dutchess County. Democracy works best when all qualified candidates can run for office, when voters have more choice, and when representatives are responsive to their constituents.

NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Cassie Cannels	124 Raymond Ave.	cassiecannels@gmail	Cassie Cannels
Ben Papsun	124 Raymond Ave.	bpapsun@vassar.edu	
Conor Eliot	124 Raymond Ave.	celiot@vassar.edu	
Laura Vidano	124 Raymond Ave.	lvidano@vassar.edu	
Diana Henry	124 Raymond Ave	dhenry@vassar.edu	
Adam Stelch	124 Raymond Ave	astelch@vassar.edu	
Ben Drake	124 Raymond Ave	bdrake@vassar.edu	Ben Drake
Tiara Coleman	124 Raymond Ave	tcolemana@vassar.edu	
Gabriel Duska	124 Raymond Ave	gduska@vassar.edu	
Sumiko Neary	124 Raymond Ave	sneary@vassar.edu	
Christa Mayanto	124 Raymond Ave	chmayanto@vassar.edu	
Sarah Mamlet	124 Raymond Ave	samamlet@vassar.edu	
Jennifer Novak	124 Raymond Ave	jenovak@vassar.edu	

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Martin Terrazas Lopez	124 Raymond Ave	mterrazaslopez@vassar.edu	
Ben McCarthy	124 Raymond Ave	bmccarthy@vassar.edu	
Caroline Klureza	124 Raymond Ave	cklureza@vassar.edu	
Kathryn Burke	124 Raymond Ave.	kburke@vassar.edu	
Aaron Mak	124 Raymond Ave	amak@vassar.edu	
Cat Sillars	124 Raymond Ave	csillars@vassar.edu	
Fiona Ayger	136 College Ave	fiayger@vassar	
Sangitha Krishnakumar	124 Raymond Ave	skrishnakumar@vassar.edu	
Ruth Denree	124 Raymond Ave	rddenree@vassar.edu	
Daniel Taylor	124 Raymond Ave	dtaylor@vassar.edu	
Niharika Shukla	124 Raymond Ave	nshukla@vassar.edu	
James Bonanno	124 Raymond	jbonanno@vassar.edu	
FRIDA VELCANI	124 Raymond Ave	frvelcani@vassar.edu	

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Shwila Hasan	124 Raymond Ave	shhasan@vassar.edu	
Mackenzie Nielsen	124 Raymond Ave	mnielsen@vassar.edu	
Cyan Jackson	124 Raymond Ave	cjackson@vassar.edu	
Cooper Ross	124 Raymond Ave	cooperross4@gmail.com	Cooper Ross
Tieren Costello	124 Raymond Ave	ticostello@vassar.e	
Dylan Lynch	124 Raymond Ave.	dlynch@vassar.edu	
Corey Delay	124 Raymond Ave.	cdelay@vassar.edu	
William Condon	124 Raymond Ave	wcondon@vassar.edu	William Condon
Alice Bunnell	126 Cookman Ln 8 Mac Cookman Ln	aliceburnell@gmail	Alice Bunnell
James Christon	124 Raymond Ave	jachriston@vassar.edu	

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
THOMAS SCHINDELMAN	1443, 124 RAYMOND AVE.	thschindelman@vassar.edu	[illegible]
Madeline Dean	124 Raymond Ave	mdean@vassar.edu	Madeline S. Dean
Jennifer Gee	124 Raymond Ave	jlgee@vassar.edu	[illegible]

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Sophie Cash	124 Raymond Ave, PK	Socash@ vassar.ed	
Margaret Bigler	124 Raymond Ave, PK	mbigler@ vassar.edu	

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Clara Layzer	124 Raymond Ave Poughkeepsie, NY	clayzer@vassar.edu	
HANNA HERTZLER	124 RAYMOND AVE POUGHKEEPSIE NY 12604	hhertzler@vassar.edu	

11/12/18

READING THE POJO LEGAL NOTICES PUBLICATION WITH 1500 COUNTY PROPERTIES IN TAX ARREARS, THE ONLY PART OF POJO THAT IS NOT FAKE NEWS, IS ALARMING. ONE DOESN'T HAVE TO HAVE AN MBA DEGREE FROM WHARTON SCHOOL OF FINANCE, TO CONCLUDE; THESE AND MANY OTHER COUNTY PROPERTIES ARE IN FINANCIAL TROUBLE!!! THE COUNTIES FUND BALANCES IN RECENT SHORT YEARS, SOARED FROM 20 MILLION. 5%, [JUNK], TO $60 MIL17%. AA+, BOTH MOODYS RATINGS, THANKS TO C,E. MOLLINARO AND THAN COUNTY LEGISLATIVE CHAIRMAN , NOW MAYOR ROLLISON, CUTTING 2.3MIL/YR COUNTY SALES TAXES, WHICH COUNTRIBUTED TO 25% OF THE $40 MIL IN CREACES INTO THE COUNTIES FUND BALANCE,WHILE THE CITY POUGKEEPSIE FUND BALANCE WENT NEGATIVE TO $11 MIL. FYI, UPSTATE ERIE COUNTY CUT BUFFALOS SALES TAX BUT PICKED UP THE CITYS PARK MAINTENENCE, NOT HERE IN POUGHKEEPSIE, WHY NOT! TO REEITERATE ONCE AGAIN, 'HOUSTON WE HAVE A PROBLEM', IT IS THIS ENTIRE CAT EXPLOSION IN THE CITY OF POUGHKEEPSIE, OTHER PARTS OF THE COUNTY DONOT BECAUSE THEY HAVE NATURES BUIL IN FOUR LEGGED PREDIDOR CONTROL ANIMAL. I HAVE SPOKEN TO ASST CE HICKS REGARDIN G HAVING A MOBILE NEUTERING CLINIC AS A CONTROL METHOD. HE SAID HE WILL TRY A REGIONAL APPROACH. THERE WAS A MOBILE NEUTERING CLINIC A FEW YEARS BACK, NOW NLOTHING!!!

Constntine Kazolias
47 Noxon St
Poughkeepsie, NY 12601-4101