

Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 14 - Town of Wappinger	Amparo		✓	✓
District 4 - Town of Hyde Park	Black		✓	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	✓		
District 3 - Town of LaGrange	Borchert	✓		
District 8 - City and Town of Poughkeepsie	Brendli	✓		
District 22 - Towns of Beekman and Union Vale	Coviello	✓		
District 6 - Town of Poughkeepsie	Flesland	✓		
District 16 - Town of Fishkill and City of Beacon	Forman	✓		
District 21 - Town of East Fishkill	Horton	✓		
District 15 - Town of Wappinger	Incoronato	✓		
District 10 - City of Poughkeepsie	Jeter-Jackson	✓		
District 18 - City of Beacon and Town of Fishkill	Landisi	✓		
District 12 - Town of East Fishkill	Metzger	✓		
District 17 - Town and Village of Fishkill	Miccio	✓		
District 1 - Town of Poughkeepsie	Nesbitt	✓		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓		
District 9 - City of Poughkeepsie	Rieser	✓		
District 5 - Town of Poughkeepsie	Roman	✓		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	✓		
District 20 - Town of Red Hook	Strawinski	✓		
District 24 - Towns of Dover and Union Vale	Surman	✓	✓	✓
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	✓	✓	
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	✓		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	✓		
Present: 23	Total:	21	4.82	2
Absent: 2				
Vacant: 0				

Date: 11/7/16

Regular Meeting
of the
Dutchess County Legislature

Monday, November 7, 2016

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

Roll Call by the Clerk of the Legislature

PRESENT: 21 Borchert, Miccio, Bolner, Strawinski, Brendli, Coviello,
Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi,
Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Truitt,
Tyner, Washburn

ABSENT: 2 Thomes, Black

PRESENT, LATE: 2 Amparo, Surman

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Reverend Paul Denniston Lent of Freedom Plains United Presbyterian Church in LaGrangeville, followed by a moment of silent meditation.

Commendations:

Commendation: Laurie Husted – Red Hook Rotary Club Citizen of the Year

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

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

Chairman Borchert entertained a motion to approve the October 2016 minutes.

The October 2016 minutes were adopted.

COMMUNICATIONS RECEIVED FOR THE NOVEMBER 2016 BOARD MEETING

Received the following from County Clerk:

Foreclosures Report for October

Semi-Annual Mortgage Tax Report for the period from April 1, 2016 to
September 30, 2016

Received from Dutchess County Environmental Management Council (EMC) the 2015
Annual Report.

Received from the Dutchess County Comptroller the completed audit of the Dutchess
County Department of Public Works Payment to Municipalities for Snow and Ice Control
for the Period of 2015-2016.

RESOLUTION NO. 2016255

RE: CONFIRMING REAPPOINTMENTS TO THE
DUTCHESS COUNTY PLANNING BOARD

Legislators BORCHERT, FORMAN, FLESLAND, BOLNER, SAGLIANO, TRUITT, and LANDISI offer the following and move its adoption:

WHEREAS, Section 12.03 of the Dutchess County Charter, entitled "Planning Board; Appointment; Vacancies", establishes an advisory Planning Board consisting of thirteen (13) members, all of whom shall be residents of Dutchess County;

WHEREAS, Section 12.03 of said Charter empowers the County Executive to appoint nine (9) members to the Dutchess County Planning Board including one member from the City of Poughkeepsie and one member from the City of Beacon subject to confirmation by the Dutchess County Legislature, and

WHEREAS, Section 12.03 of said Charter provides for the Dutchess County Legislature to appoint four (4) members to the Dutchess County Planning Board, and

WHEREAS, Section 12.03 of said Charter further empowers the County Executive and Legislature to make appointments to the Dutchess County Planning Board for the purpose of filling new appointments and vacancies thereon, and

WHEREAS, Section 12.03 of the Charter provides that with reference to both County Executive and Legislative appointments, all subsequent appointments to fill vacancies resulting from the expiration of terms shall be for three years, and

WHEREAS, the Dutchess County Planning Board currently has two (2) County Executive appointed members whose terms are expiring and said members wish to be reappointed, now, therefore, be it

RESOLVED, that the following individuals be reappointed to serve as volunteer members of the Dutchess County Planning Board:

COUNTY EXECUTIVE REAPPOINTMENTS

TERM

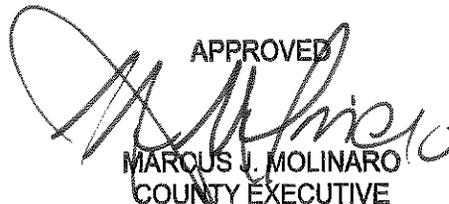
Hans Hardisty
12 Whitehall Road
Poughkeepsie, NY 12603

1/1/2017 - 12/31/2019

J. Randall Williams
1218 North Avenue
Beacon, NY 12508

City of Beacon
1/1/2017 – 12/31/2019

CA-151-16
AMS/EW/kvh
10/12/16 G-0180
Fiscal Impact: None.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/10/2016

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 7th day of November 2016, 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 7th day of November 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Environment Committee Roll Call

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

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u> </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2016255 CONFIRMING REAPPOINTMENTS TO THE DUTCHESS COUNTY PLANNING BOARD

Date: November 3, 2016

Roll Call Sheets

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

Present: 23
 Absent: 2
 Vacant: 0

Resolution: ✓
 Motion:

Total: 23 0
 Yes No
 Abstentions: 0

2016255 CONFIRMING REAPPOINTMENTS TO THE DUTCHESS COUNTY PLANNING BOARD

Date: November 7, 2016

RESOLUTION NO. 2016256

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT
TO PARTIALLY FUND THE PURCHASE OF A
CONSERVATION EASEMENT ON THE
MANNE FARM IN THE TOWN OF EAST FISHKILL,
NEW YORK AND REALLOCATING FUNDS THEREFORE

Legislators BORCHERT, FORMAN, MICCIO, BOLNER, INCORONATO,
STRAWNSKI, SAGLIANO, PULVER, TRUITT, and THOMES offer the following and move
its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County
Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed \$80,000.00 in
grant funds available through the Dutchess County Partnership for Manageable Growth Grant
Program (the "Program") to partially fund the purchase of an agricultural conservation easement,
to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 39.277
acres of Property, known as the Manne Farm (Tax Grid Numbers: 6555-00-135985-0000, 6555-
00-290980-0000, 6556-3060209-0000, 6555-00-300993-0000, and 6555-00-331929-0000)
located at Jackson Road, in the Town of East Fishkill, Dutchess County, New York, and

WHEREAS, as a result of the Conservancy's organizing efforts and an application to the
Program, Dutchess County shall contribute up to \$80,000.00 and the Conservancy, Scenic
Hudson Land Trust, and Hudson Highlands Land Trust shall contribute up to \$80,000.00 towards
the purchase of the agricultural conservation easement on the Property for an acquisition cost of
\$160,000, (not including Dutchess Land Conservancy providing in-kind services in the
approximate amount of \$7,600.00 and funds for related transaction costs in the amount of
\$34,350.00, for a total contribution of up to \$201,950), and

WHEREAS, a real estate appraisal by Paul Herrington, ARA of Farm Credit East, ACA,
dated August 24, 2016, all on file with the Clerk to the Legislature supports the purchase price to
be paid by the County for the 39.277acre Property, and

WHEREAS, the easement shall provide, among other things, that it shall be held by the
Conservancy, which shall assume primary responsibility to monitor and enforce the easement;
that the County shall have third party enforcement rights and the right to share proportionately in
the proceeds which become available, upon extinguishment, if ever, and

WHEREAS, the proposed Grant Agreement, is subject to various contingencies including
approval and acceptance of the easement and related closing documents (e.g. survey, title report
and insurance) by the County and receipt by the County of the contribution from Dutchess Land
Conservancy, Scenic Hudson Land Trust, and Hudson Highlands Land Trust not to exceed
\$80,000.00, and the contribution by the Conservancy providing in-kind services in the
approximate amount of \$7,600.00 and funds for related transaction costs in the amount of
\$34,350.00), now therefore be it

WHEREAS, Resolution 208206, a Bond Resolution, authorized the issuance of \$1,600,000 serial bonds of the County for specific open space and farmland purposes, and Resolution 2014323, a subsequent Bond Resolution, authorized the issuance of \$1,000,000, serial bonds of the County for specific open space and farmland protection purposes/projects, and

WHEREAS, as a result of reductions in the scope and costs of those specific projects in Resolutions 208206 and 2014323, and the funds are available for reallocation to partially fund the purchase of an agricultural conservation easement on the Manne Farm Property which is a farmland protection project in accord with the objectives of those Bond Resolutions and the Partnership for Manageable Growth Grant Program, and now therefore be it

RESOLVED, that the County Executive, or his designee, is hereby authorized to execute the Grant Agreement and the Monitoring Agreement attached hereto, and be it further

RESOLVED, the County Executive is authorized to take such actions as are necessary and in accord with the requirements of the Dutchess County Partnership for Manageable Growth Grant Program to complete the acquisition contemplated hereunder including changes to the documents as necessary, and be it further

RESOLVED, that the funds allocated by Resolutions 208206 and 2014323 to specific open space and farmland purposes, which due to reductions in the scope and costs of those projects are now available in Capital Projects H0400, are reallocated to partially fund the purchase of an agricultural conservation easement on the Manne Farm Property, and be it further

RESOLVED, that the County Executive, or his designee, is hereby authorized to execute the Grant Agreement and the Monitoring Agreement attached hereto, and be it further

RESOLVED, the County Executive is authorized to take such actions as are necessary and in accord with the requirements of the Dutchess County Partnership for Manageable Growth Grant Program to complete the acquisition contemplated hereunder including changes to the grant agreement and easement consistent with general program purposes, and be it further

RESOLVED, to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the 2016 Adopted County Budget as follows:

APPROPRIATION

Decrease

H0400.8020.3006. Conservation Easement Manne Farm \$80,000

REVENUE

Increase

H0400.8020.3006.7009 Manne Farm \$80,000

CA-162-16

EW/AMS/kvh

G-1663

11/9/16

Fiscal Impact: See attached statement

APPROVED



MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date

11/10/2016

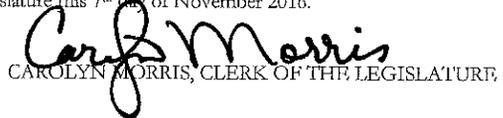
STATE OF NEW YORK

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 7th day of November 2016, 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 7th day of November 2016.



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 \$ 80,000

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):

H0400.8020.3006.7009 - Easement-Conservation Manne Farm

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$80,000
Over Five Years: \$80,000

Additional Comments/Explanation:

The total cost of the Manne Farm acquisition is \$201,950. Primary funding of \$121,950 is to be provided by the Dutchess Land Conservancy, Scenic Hudson Land Trust, and Hudson Highlands Land Trust and constitutes 60% of total project cost. The County's PMG grant of \$80,000 will provide approximately 40% of the total acquisition cost.

The source of County funds is Capital Account H0400.8020.3006, a bond approved by Dutchess County Legislature Resolution No. 208206 to support the Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program.

Prepared by: Brian Kehoe, Department of Planning and Development

ATTACHMENT TO RESOLUTION

MONITORING AGREEMENT

and procedures, the services as set forth on "Exhibit B" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services (Exhibit B) contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. **TERM OF AGREEMENT.** This Agreement shall become effective upon the conveyance of a Conservation Easement by ND-4, LLC to the Conservancy on approximately 39.277 acres in the Town of East Fishkill, as described in the Conservation Easement (also identified by the following Tax Map Parcel Numbers: 132800-6555-00-135985, 132800-6555-00-290980, 132800-6555-00-300993, 132800-6555-00-331929, 132800-6556-00-306029). This Agreement and shall remain in effect as long as the Conservancy holds the Conservation Easement.

3. **PAYMENT.** The Conservancy has undertaken its responsibilities hereunder because the Conservation Easement to be acquired protects the agricultural values and natural resources of the Property and promotes the use of sound agricultural practices, which will further its charitable purposes of preserving the natural, ecological, cultural and scenic values of Dutchess County. In recognition of the costs the Conservancy may incur in monitoring compliance with the Conservation Easement, the Conservancy will deposit, from its own funds, a one-time stewardship fee of \$7,600.00 into an appropriate account to defray the costs of monitoring and administering the above referenced Conservation Easement.

4. **INDEPENDENT CONTRACTOR'S STATUS.** The Conservancy agrees that it is an independent contractor and that it shall not hold itself out to be an employee or office of the County, and that no federal, state or local income or payroll tax of any kind shall be withheld or paid by the County on behalf of the Conservancy or its employees; that the Conservancy shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Conservancy shall have no workers' compensation or disability coverage through the County for the Conservancy or its employees, and that the Conservancy shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

5. **INDEMNIFICATION BY THE CONSERVANCY.** The Conservancy shall hold the County harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

6. **INDEMNIFICATION BY THE COUNTY.** The County shall hold the Conservancy harmless from any and all claims or causes of action for damages arising directly or indirectly out of its negligence in the discharge of its responsibilities pursuant to this Agreement.

7. **INSURANCE REQUIREMENTS.** At all times during the term of this Agreement, the Conservancy shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

- (a) Statutory Worker's Compensation coverage in compliance with the Compensation Law of the State of New York.

- (b) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of \$1,000,000.00. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. The County must be listed as an additional named insured.

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

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

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Conservancy to replace any cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Conservancy to take out or maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Conservancy from any liability under this Agreement.

All Certificates of Insurance shall be approved by the County Director of Risk Management prior to commencement of any work under this Agreement.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York and acceptable to the County. In addition, every policy required above shall be primary insurance and any insurance carried by the County, their officers, or its employees shall be excess and not contributory insurance to that provided by the Conservancy. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Conservancy shall be solely responsible for any deductible losses under each of the policies required above. Proof of additional insured coverage shall be evidenced through an additional insured endorsement provided by the insurance carrier.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Conservancy until the Conservancy furnishes such additional security, as is determined necessary by the County.

9. USE OF PRIVATE AUTOMOBILES. The Conservancy represents that it does not own any automobiles and its employees use their own private automobiles when an automobile is necessary for Conservancy business. The Conservancy will ensure all of its employees and any others, discharging responsibilities pursuant to this Agreement, shall be licensed to drive in New York State and shall have, at least, the statutory insurance coverage required by New York State Law.

10. QUALIFICATIONS OF CONSERVANCY. The Conservancy represents it is a New York not-for-profit corporation within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax-exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a)(1) and 170(b)(1)(A)(iv) of the Internal Revenue Code, and is a "qualified organization" to accept, purchase, and hold Conservation Easements under Section 170(h) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c); and the Conservancy covenants that it will take all actions necessary to maintain such status at all times during the term of this agreement.

The Conservancy specifically represents that it, and its members, officers, employees, agents, servants, consultants and sub-contractors, have the experience, knowledge, and character necessary to perform their particular duties under this Agreement.

11. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, national origin, disability or marital status.

The Conservancy shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

12. RETENTION OF RECORDS. The Conservancy agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies related to this Agreement and the Conservation Easement. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice. The Baseline Documentation Report, monitoring records, and all correspondence pertaining to the Conservation Easement shall be permanently maintained by the Conservancy in an Archival Storage Facility. All other records pertaining to the Conservation Easement shall be maintained for a period of six (6) years on an ongoing basis unless the County requires otherwise. In such event, the County shall, upon request of the Conservancy, provide an Archival Storage Facility for such other records.

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, or cease to be qualified to acquire and hold conservation easements under Article 49, Title 3, of the Conservation Law, the Conservancy agrees to transfer all records associated with this Agreement and the Conservation Easement to the County or to such private non-governmental organization or public agency, which has agreed to assume the responsibility of holding the Conservation Easement.

13. NON-ASSIGNMENT. This Agreement may not be assigned by the Conservancy or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

14. EXECUTORY. This Agreement shall be deemed executory only to the extent of moneys appropriated and available to the County for the purpose of this Agreement, as specified in the County's adopted Budget, and no liability on account thereof shall be incurred by the County beyond the amount of such moneys. It is understood and agreed that neither this Agreement nor

any representation by any public employee or officer creates any legal or moral obligation to request, appropriate, or make available moneys for the purpose of this Agreement.

15. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

If to the County: any notices necessary or convenient hereunder shall be directed in writing to the Dutchess County Attorney and the Dutchess County Commissioner of Planning and Development, or their successors at their official addresses, which at present are:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601
Attn: Carol A. Bogle, Chief Assistant County Attorney

Dutchess County Commissioner of Planning and Development
27 High Street
Poughkeepsie, New York 12601
Attn: Eoin Wrafter, Commissioner

If to the Conservancy: any notices necessary or convenient hereunder shall be directed in writing to the President, or her successor at her official address, which at present is:

Dutchess Land Conservancy, Inc.
PO Box 138
Millbrook, New York 12545
Attn: Rebecca E. C. Thornton, President

16. NON-WAIVER. Failure of any party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

17. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

18. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

19. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the paragraph above entitled "Choice of Law, Venue."

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Conservancy hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. The Conservancy must promptly

notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known addresses shall be sufficient. The Conservancy will have thirty (30) calendar days after service is complete in which to respond.

21. **CAPTIONS.** The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.

22. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

23. **GENDER.** Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

By: _____
Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

ACCEPTED: Dutchess Land Conservancy, Inc

Commissioner of Planning & Development

By: _____
Rebecca E. C. Thornton, President

EXHIBIT "A"
CONSERVATION EASEMENT

EXHIBIT B SCOPE OF SERVICES

The parties recognize that this Scope of Service outlines the monitoring techniques presently contemplated. As these techniques change over time, the general intent of this Scope of Services will be maintained.

A. General Approach

- In-person site visit and/or fly over property by aerial over flight by Conservancy staff to ensure compliance with the Conservation Easement.

B. Minimum Frequency for Monitoring Visits

- Aerial monitoring to occur annually, typically in the late fall to early spring when the foliage is off vegetation. Ground monitoring of the property to occur approximately once every three years. Monitoring during hunting season will be avoided.

C. Procedure

- Verify property ownership before monitoring to detect any changes.
- Contact landowner by letter well in advance of visit. Site visits can be done with landowner present, although it is not necessary for the landowner to be present during the visit.
- Review baseline file including:
 - (1) Conservation Easement or Conservation Easement Summary
 - (2) Baseline documentation maps and photographs
 - (3) Existing Conditions Report
 - (4) Previous monitoring records

D. Ground Monitoring

- Visit property, bringing:
 - (1) easement summary
 - (2) copy of easement
 - (3) camera, back up camera
 - (4) survey plan (or other detailed map)
 - (5) baseline documentation map showing site features (or topographic map with property boundaries drawn in)
 - (6) easement inspection form/monitoring log (attached hereto)
 - (7) compass, measuring tape, measuring wheel or string, fluorescent flagging, bug repellent (in season), sturdy clothing, boots, blaze orange/red hat and/or vest/jacket, whistle, compass, pens/pencils, field notebook, scale, Swiss army knife, water bottle, etc.
 - (8) photo location map/baseline photos
 - (9) copy of baseline map to make notes on
- Meet with landowner (upon request), review easement terms, answer any questions
- Inspect property:
 - (1) find and walk boundaries
 - (2) check any likely trouble spots
 - (3) check special conservation features, e.g. location of rare plants
 - (4) note any significant changes, natural or manmade

- (5) photograph changes or trouble area and map photo locations on baseline copy
- (6) fill out inspection form (this can be done back at the office using notes taken in the field)
- (7) identify problems that need follow-up

E. Aerial Monitoring

- Aerial monitoring to be performed by Conservancy staff who know the property and can interpret the property from the air
- Prepare flight plan
 - (1) Easement summary
 - (2) Camera, back up camera
 - (3) Baseline documentation map showing features (or topographic map of aerial photograph with property boundaries drawn in)
 - (4) Notebook, pens/pencils
- Note any changes/questionable areas and take photographs
- Follow up questionable areas with on-the-ground inspection

F. Post-Inspection Record Keeping

- Fill out inspection form, sign and date it
- Key new photos to map using field notes and map; label and file photographs in baseline file
- Send landowner letter summarizing findings
- Send County letter summarizing findings
- Store monitoring records safely together. Archive originals with original Baseline Documentation Report and keep one copy in the office for reference.

G. Landowner Relationships

- Landowner Contact – a good working relationship with the landowner is fundamental to a successful stewardship program
 - (1) Build a spirit of cooperation, beginning before easements are signed
 - (2) Explain monitoring program, easement holder's role in enforcement, what the landowner can expect
 - (3) Personally contact a new landowner any time land changes hands, even within the same family
 - (4) Make sure new owner understands the purposes and terms of the easement and the monitoring program
 - (5) Maintain personal contact with all landowners periodically, even if aerial monitoring

H. Handling Violations

- In the event of a violation of, or non-compliance with, the terms of the Conservation Easement, the Conservancy will notify the County in writing within 48 hours or two business days of the discover.
- The Conservancy, as lead monitor, will then notify the landowner about the violation.
- The Conservancy shall try to resolve the problem through negotiation:
 - (1) Establish plan for restoration and set a deadline for compliance
 - (2) Follow up all contacts in writing, via certified mail
 - (3) Inspect restoration work and document compliance

- Consult County Attorney's office if violation activity continues or if landowner refuses to cooperate with restoration plan.

ATTACHMENT TO RESOLUTION

GRANT AGREEMENT

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, by and between **ND-4, LLC**, a New York limited liability company, with an address at 40 Wall Street, 35th floor, New York, New York 10005 (the "Owner"); the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"); and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 4289 Route 82, Millbrook, New York 12545 ("DLC").

WITNESSETH:

WHEREAS, the Owner is the sole owner in fee simple of real property (the "Property") which consists of approximately 39.277 acres and desires to sell and convey to DLC a conservation easement on the Property, more fully described in "Exhibit A" attached hereto and incorporated by reference, located on Jackson Road in the Town of East Fishkill, Dutchess County, New York (Tax Grid Numbers: 6555-00-135985, 6556-00-306029, 6555-00-300993, 6555-00-290980 and 6555-00-331929); and

WHEREAS, DLC has been working with project partners **Hudson Highlands Land Trust, Inc.** a New York not-for-profit corporation with an office located at 20 Nazareth Way, Garrison, New York 10524 (hereinafter "HHLT"), and **The Scenic Hudson Land Trust, Inc.** a New York not-for-profit corporation with an office located at One Civic Center Plaza, Suite 200, Poughkeepsie, New York 12601 (hereinafter "SHLT"), to acquire a Conservation Easement on the Property, and

WHEREAS, the County will help fund the acquisition of a Conservation Easement on the Property by providing 50% of the funds needed toward the agreed upon purchase price of the Conservation Easement through the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program, and the remaining 50% required to match the County's contribution will be provided by equal contributions from DLC, SHLT and HHLT.

WHEREAS, DLC wishes to purchase such conservation easement provided the needed matching funds are available through the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program authorized by the County pursuant to Resolutions _____ and _____, as well as from DLC, HHLT, SHLT and from the Owner in the form of a bargain sale.

Now, therefore, the parties agree as follows:

1. **PURCHASE OF CONSERVATION EASEMENT**. The Owner agrees to sell and convey to DLC, and DLC agrees to purchase from the Owner, a conservation easement (the "Conservation Easement") on the Property upon the terms and conditions hereinafter set forth.

Among other terms under the Conservation Easement, DLC shall hold the Conservation Easement and have enforcement rights pursuant to the terms of the Conservation Easement, and the County shall have third party enforcement rights pursuant to the terms of the Conservation Easement. DLC and the County shall have the right to claim portions of the monetary value of the Conservation Easement in the event the Conservation Easement is extinguished pursuant to the terms of the Conservation Easement. The Conservation Easement shall be substantially in the form attached to this Agreement as "Exhibit B."

2. **PAYMENT.** The purchase price for the Conservation Easement shall be One Hundred Sixty Thousand Dollars (\$160,000), payable in full at Closing in accordance with paragraph 3 below and subject to the contingencies set forth in paragraph "4". The purchase price shall be raised from the following sources: the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program, \$80,000; from DLC, \$26,666; from HHLT, \$26,667; and from SHLT, \$26,667.

The exact amount of total project costs, which are to be paid by DLC, include the purchase price, appraisal, survey, closing and administrative costs, and are to be determined at the closing. The Owner shall be responsible for their own costs and fees in relation to this agreement, including the New York State Transfer Tax.

The Property to be subject to the conservation Easement is shown on a survey map completed by Jonathan L. Verderber, Licensed Land Surveyor, titled "Land Survey for Farmland Protection" dated September 6, 2016, attached hereto as "Exhibit C". The survey map will be filed with Office of the Dutchess County Clerk prior to closing. The survey shall be certified to the Owner, the County, DLC, HHLT, and SHLT, and Westcor Land Title Insurance Company. Cost of the survey will be borne by DLC subject to a closing taking place.

3. **APPRAISAL.** The Real Property Appraisal Report prepared by Paul Herrington, ARA of Farm Credit East ACA, dated August 24, 2016, values the Property at \$471,000, and the Conservation Easement at Two Hundred and Thirty-Six Thousand Dollars (\$236,000), or (approximately) \$6,008 per acre (allowing limited residential use consistent with the agricultural use of the property.) The Owner has agreed to sell the Conservation Easement on the Property annexed hereto as Exhibit B to the DLC for One Hundred and Sixty Thousand Dollars (\$160,000), Seventy-Six Thousand Dollars (\$76,000) less than the appraised value.

4. **CLOSING.** Closing shall take place at the offices of DLC's attorney, at DLC's office, or such other location as the parties may agree. Said Closing will take place on or about November 15, 2016, or as soon thereafter as practicable, promptly after funds are made available therefore, pursuant to the Dutchess County Partnership for Manageable Growth/Open Space and Farmland Protection Matching Grant Program, DLC, HHLT and SHLT as referenced above.

4. **CONTINGENCIES.** This Agreement, and the closing are subject to the following contingencies:

(a) Approval of the proposed Conservation Easement ("Exhibit B") by DLC's Board of Directors, which approval has been given, and the County, HHLT, and SHLT.

(b) Receipt by DLC of the funds necessary to purchase the Conservation Easement from the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program \$80,000, from DLC, \$26,666; from HHLT, \$26,667; and from SHLT, \$26,667.

(c) Conveyance of title satisfactory to the County, DLC, HHLT, and SHLT, subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not, in the judgment of funding agencies, significantly impede the purposes of the Conservation Easement or significantly reduce its value.

(d) Any documentation, approvals or consents as may be required by the County, DLC, HHLT, or SHLT in order to comply with Program requirements.

(e) Conveyance, free of all mortgages and encumbrances of any nature whatsoever including the Government's Judgment Lien described in Section 6 "Owner's Representations" below or, if any such mortgages or encumbrances exist, subordination of such mortgages or encumbrances to the Conservation Easement to the satisfaction of the County, DLC, HHLT, and SHLT.

5. **CANCELLATION.** If the contingencies set forth in Section 4 are not satisfied, the County or DLC may cancel this Agreement on written notice to the Owner and no party will have any claim or cause of action against any other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by July 20, 2017, the Owner may cancel this Agreement upon written notice to DLC at their address as shown herein, attention Rebecca E. C. Thornton, President, and no party shall have any claim or cause of action for damages against any other party arising out of this Agreement.

6. **OWNER'S REPRESENTATIONS.** The Owner represents that it has, and will have at the closing, the power to sell, transfer and convey the Conservation Easement to DLC subject only to the terms of this agreement; that other than a judgment lien existing against the Property in favor of the Government and that the Owner shall deliver a signed release of the Government's Judgment Lien at Closing, the Owner is not aware of any other actions or proceedings which affect the Owner's title to the Property; that there are no uncured notices which have been served upon the Owner by any governmental agency other than the aforementioned judgment lien, notifying the Owner of any violations of law, ordinance or regulation which would affect the Property, or actual impending mechanics liens against the Property; and that the Owner has not entered into, nor does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property or would affect its obligations hereunder.

The Owner has no knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or to the environment (whether or not such condition constitutes a violation of law that would result in liability to the Owner, County or DLC under any Federal, State or local environmental laws).

Should any of the above representations or warranties cease to be true at any time prior to the closing, the Owner shall immediately so advise the County and DLC in writing, except in so far as the Owner has advised the County and DLC to the contrary, each of the above representations and warranties shall be deemed to have been made as of the closing and shall survive the closing.

7. **NO BROKERS COMMISSION**. Each of the parties represents no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

8. **SEVERABILITY**. Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason, unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to effecting the purpose of this Agreement and enforceability of the remaining provisions of this Agreement shall not be effected thereby.

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of East Fishkill, Dutchess County, New York, more particularly described as follows:

Parcel 1

Beginning at a point in the northerly right of way line of Jackson Road; thence along the lands N/F Jackson, et al (Doc #02 2013 5659) the following bearings and distances:

- N81°46'00"W for 673.90'
- S39°28'00"W for 734.84'
- N56°25'20"W for 551.81'
- N54°46'42"W for 171.50'
- N29°25'00"W for 199.43' to a point;

thence along Interstate Highway Route 84 the following bearings and distances:

- N72°40'25"E for 390.78'
- N54°42'37"E for 578.68
- N67°07'57"E for 148.80' to a point;

thence along the lands N/F Egg Farm Dairy, LLC (Doc #02 2005 7483) the following bearings and distances:

- S22°52'03"E for 450.00'
- N67°07'57"E for 424.90'
- N74°06'17"E for 372.83'
- S50° 42'07"E 256.70' to a point on the northern right of way line of Jackson Road;

thence along the Jackson Road S41°54'40' for 410.59' to the point or place of beginning.
Containing 20.873 acres more or less.

Parcel 2

Beginning at a point along the southerly Right of Way line of Jackson Road said point being the northwest corner of Farmstead Area #2; thence N31°34'40"E for 42.25'; thence continuing along the Right of Way line of Jackson Road N15°40'00"E for 49.61'; thence N81°01'30"E for 63.79'. Thence along the lands N/F Ramp to Parkway the following bearings and distances:

- N38°38'00"E for 56.42'
- S51°18'30"E for 61.27'
- S44°56'20"E for 264.49'
- S49°04'50"E for 237.39' to a point;

thence along the lands N/F ND-4 LLC N65°47'10"W for 452.64'; thence along the lands N/F Farmstead Area #2 N65°47'10"W for 148.46' to the point of beginning.
Containing 1.239 acres more or less.

Parcel 3

Beginning at a point, said point being on the southerly bounds of Jackson Road and also being the southwest corner of N/F ND-4 LLC (Doc #02 2010 4966) ; thence along lands N/F ND-4 LLC S65°47'10"E for 601.10'; thence along lands N/F Taconic State Parkway the following bearings and distances:

- S29°58'20"E for 197.95'
- S15°47'40"W for 272.73' to a point;

thence along the lands N/F ND-4 LLC N59°42'50"W for 858.74' to a point on the southerly right of way line of Jackson Road; thence along Jackson Road N39°03'40"E for 108.60' and N31°34'40"E 191.39' to the point and place of beginning.

Containing 6.018 acres more or less.

Parcel 4

Beginning at a point along the southerly Right of Way line of Jackson Road, thence along the lands N/F Farmstead Area #2 S59°42'50"E for 146.53'; thence along the lands N/F ND-4 LLC S59°42'50"E for 712.21' to a point; thence along the Taconic State Parkway S15°47'40"W for 92.00'; thence along the lands N/F ND-4 LLC N82°45'00"W for 991.12'; continuing along the lands N/F ND-4 LLC, thence N48°05'20"W for 56.71'; thence along the southerly Right of Way line of Jackson Road the following bearings and distances:

- N41°54'40"E for 278.83'
- N39°03'40"E for 194.65' to the point of beginning.

Containing 6.013 acres more or less.

Parcel 5

Beginning at a point along the southerly Right of Way line of Jackson Road, thence continuing along the southerly Right of Way line of Jackson Road N41°45'40"E for 100.00' to a point; thence along the lands N/F ND-4 LLC the following bearings and distances:

- S48°05'20"E for 56.71'
- S82°45'00"E for 991.12' to a point;

thence along the Taconic State Parkway for the following bearing and distances:

- S15°47'40"W for 17.22
- S83°54'30"E for 87.01
- S20°14'00"W for 822.05' to a point;

thence along the lands N/F Jackson, et al. for the following bearings and distances:

- N69°02'00"W for 347.96'
- N40°02'40"E for 793.88'
- N79°22'00"W for 159.51'
- N81°58'50"W for 523.72'
- N82°45'00"W for 403.43' to the point of beginning.

Containing 5.134 acres more or less.

EXHIBIT "B"
CONSERVATION EASEMENT

**DEED OF CONSERVATION EASEMENT
and Right of First Refusal**

Between

ND-4, LLC

as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.

as Grantee

Draft
September 28, 2016

**DEED OF CONSERVATION EASEMENT
and Right of First Refusal**

THIS CONSERVATION EASEMENT ("Conservation Easement" or "Easement"), including a Right of First Refusal, is granted this _____ day of _____ 2016, by **ND-4, LLC**, with an address of 40 Wall Street, New York, New York, 10005, as Grantor (the "Grantor") to **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation having an address of 4289 Route 82, Millbrook, New York 12545, as Grantee (the "Grantee" or the "Conservancy")

WHEREAS:

- A. Grantor is the owner of certain real property (the "Property") consisting of approximately 39.25 acres, in 5 tax map parcel(s) located on Jackson Road in the Town of East Fishkill, Dutchess County, New York, more fully described in the legal description of the Property ("Exhibit A") and shown on the Easement Map ("Exhibit B"), both attached hereto and as depicted on a survey of the Property titled "Subdivision Plat for Kelly-Manne Co.", prepared by Ernst Martin, Licensed Land Surveyor, dated July 1971, and filed in the Dutchess County Clerk's Office on August 18, 1971 as Filed Map No. 3860, and also on a survey map titled "____", prepared by _____, licensed land surveyor, dated _____, and filed in the Dutchess County Clerk's Office on _____ as Filed Map No. _____.
- B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).
- C. The Property meets the Criteria for Acceptance of Easements of the Grantee and is in close proximity to private land which is already permanently protected by the Grantee.
- D. Article 14, Section 4 of the New York State Constitution states: "The policy of the state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products."
- E. Section 49-0301 of the ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state."

- F. The Property is actively farmed. The 2009 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State lists farmland protection as a critical component of the State's overall efforts to conserve open space, stating, "This land provides fresh produce, scenic open space, vital wildlife habitat, and the economic backbone to many communities."
- G. The Property is located in an area identified as a Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the "Conservation Framework") produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland through the use of conservation easements, as means to protect the biodiversity of the Hudson River Estuary Area.
- H. There is a stream running through the Property. The *Comprehensive Wildlife Conservation Strategy Plan* ("the CWCS Plan") prepared by New York State Department of Environmental Conservation recommends securing stream and adjacent uplands habitat through conservation easements and similar measures, as means to protect species dependent upon healthy riparian and floodplain habitats. Protecting these habitats helps to maintain necessary channel condition for *Species of Greatest Conservation Need*, such as mollusks and brook trout. The wood turtle and eastern ribbonsnake require the availability of adjacent upland habitats for completion of their life cycle. Stream salamanders benefit from protection of riparian buffers that stabilize banks and filter sediment from runoff, thus preventing sedimentation of breeding habitat. Furthermore, the CWCS Plan recommends that land protection focus on habitat complexes - riparian and floodplain forest, wetland, and meadow complexes- that support the life cycle needs of *Species of Great Conservation Need* and contribute to in-stream habitat quality (e.g., undercut banks, supply of coarse particulate organic matter, geomorphic structure, shading).
- I. The Property is within close proximity to Dutchess County Wetlands Complex of East Fishkill, a Significant Land Habitat Complex delineated by United States Fish and Wildlife Service. The Property lies within a rare animal area as indicated by NYS Department of Environmental Conservation's Environmental Resources Mapper, and is in close proximity to two endangered species observations recorded by New York Natural Heritage Program.

- J. The Property is located within Dutchess County's Agricultural District #22, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the "AML"). More specifically, Section 300 states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York state's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance."
- K. Article 25-AAA, Section 321 of the AML states: "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture," the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.
- L. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March, 2015. The Plan recommends that Dutchess County and its partners "Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts." It also recommends identifying "opportunities to create and/or build upon existing core areas of preserved farmland in each of the County's farming communities." The Plan also emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in "a loss of farm production, open space, and loss of agricultural jobs..." The Property is located within an Agricultural Priority Area in the Plan, the priority areas containing farmland identified as being important for preservation.
- M. 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, rural uses, open space, streams and wetlands should be preserved. *Directions* emphasizes the preservation of prime agricultural soils and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.16 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 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future

use for agriculture and forestry. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

- N. The Property is located within the Town of East Fishkill, which adopted a Comprehensive Plan (the "Master Plan") in November of 2002. The Master Plan includes in its goals: preserving East Fishkill's open space and natural resource lands, through the acquisition of development rights and conservation easements, to preserve open space and to encourage farming as a viable land use; encouraging the conservation and acquisition of open space to provide for long-term open space networks; preserving and protecting water bodies and the land along streams; protecting views along the Taconic State Parkway, a designated State Scenic Byway, including ridgeline vistas.
- O. The Master Plan states "open spaces provide a rural character that attracts people to East Fishkill and enhances the small-town charm. Agricultural practices retain large tracts of open land and tie residents to the Town's rural past", and recognizes the historical importance of agriculture to the economy of the Town.
- P. The Property consists primarily of productive agricultural land. The Property contains approximately 12 acres of prime soils, and approximately 13 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.
- Q. The Property is in the watershed of the Fishkill Creek, a tributary of the Hudson River, and contains approximately 775 feet of frontage on a tributary to the Wiccopee Creek, a Class C(T) stream (H-95-13), which has been classified by the New York State Department of Environmental Conservation according to its best use for Fishing and Fish Propagation. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the stream clean for the future.
- R. The entire Property is part of a "Zone I" Aquifer Recharge Area, an area of permeable deposits directly overlying the aquifer through which water can move downward with little or no natural filtration because the water is moving too quickly, as defined by the *Dutchess County Water Supply Protection Program Report* prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.
- S. The Property is in close proximity to, and within the viewshed of, land owned by the U.S. Department of the Interior, which is part of the Appalachian Trail Corridor, a significant public resource.
- T. The Property is known locally as part of the "Gateway to Dutchess County" located at the southwest junction of Interstate 84 and the Taconic State Parkway, where the farm vista signals one's arrival in pastoral Dutchess County and stands as a symbol of the County's agricultural and natural heritage. According to the NYS Department of Transportation,

more than 500,000 cars pass by this farm each week on the Taconic State Parkway and Interstate 84.

- U. Grantee has determined that accepting this Easement on the Property will enhance the long-term agricultural values of the Property and promote the use of soil conservation practices, which will further Grantee's charitable purposes of protecting the distinctive rural character of the Town of East Fishkill and its lands and waters of significant historic and ecological value.
- V. Grantor has agreed to sell this Conservation Easement to Grantee for a purchase price of \$160,000. The following organizations and public bodies have contributed funds to purchase this Easement: Hudson Highlands Land Trust: \$26,667 (16.667% of the purchase price), Scenic Hudson Land Trust: \$26,666 (16.667% of the purchase price), Dutchess County: \$80,000 (50% of the purchase price), and Grantee: \$26,667 (16.667% of the purchase price).
- W. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its Conservation Purposes.
- X. Subdivision and development pressure threaten the continued rural, scenic, agricultural, ecological, and open space character of the Property and the scenic view along Jackson Road, Interstate 84 and the Taconic State Parkway. Its protection will not only serve as an example of the County's serious commitment to stimulating and supporting the farming industry, but will aid tourism development by showing the region that Dutchess County is serious about retaining its important iconic farm landscape and pastoral appearance.

NOW, THEREFORE, in consideration of the foregoing, One Hundred Sixty Thousand Dollars (\$160,000) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Conservation Easement.

Grantor hereby grants and conveys to Grantee a Conservation Easement, an immediately vested interest in real property defined by Article 49 of Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which Easement shall run with and bind the Property in perpetuity. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. Purpose.

The primary purpose of this Easement is to conserve Viable Agricultural Land by preventing the conversion of the Property to non-farm uses, except for those allowed herein. In achieving such prevention of conversion, the Property shall be forever preserved for continued Agricultural Use. All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the primary purpose of this Easement.

The secondary purposes of this Easement include: conserving the scenic and iconic viewshed of the land as seen from public vantage points, including the Taconic State Parkway, Interstate 84 and Jackson Road, as well as the open and natural character of the Property and to protect the quality of its prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Property. The primary and secondary purposes of this Easement are hereinafter referred to as the "Conservation Purposes." The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the Conservation Purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Conservation Purposes of this Easement.

3. Implementation.

This Easement shall be implemented by limiting and restricting the non-agricultural development and non-farm use of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. This Easement and the administration of its provisions shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

4. Definitions.

4(a). "Accessory Apartment" shall be defined as a dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, subordinate or accessory to the Principal Residence or Farm Operation.

4(b) "Accessory Residence" shall be defined as a Residential Dwelling that is detached and separate from the Principal Residence, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, owners family members, farm labor, tenants, or guests of the Owner.

4(c). "Accessory Structures" shall be defined as all Structures that are incidental and subordinate to the use of the Principal Residence and which are not intended for human habitation (except those that include an Accessory Apartment or Accessory Residence), including, but not limited to sheds, garages, swimming pools, related changing facilities, lean-tos, woodsheds, sculptures, indoor recreational courts, outdoor recreational courts, well houses, and gazebos.

4(d). "Agricultural Use" shall be defined as those activities necessary to:

- i. produce "Crops, Livestock and Livestock Products"; or
- ii. use the Property as a "Farm Operation" to the extent permitted by this Easement; or
- iii. be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the

- stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or
- iv. manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is described in a Conservation Plan.
- 4(e). “**Agricultural Structures**” shall be defined as a Structure built for the purpose of, or utilized for, Agricultural Uses. Agricultural Structures shall include, but are not limited to, customary barns, sheds, greenhouses, animal shelters, and customary equestrian facilities. An Agricultural Structure may contain facilities or uses directly related to Agricultural Uses, such as a farm office and bathroom facilities, but may not be used for human habitation except as specifically permitted by this Conservation Easement.
- 4(f). “**Commercial Uses**” shall include, but are not limited to, the Agricultural Uses and Forestry Uses permitted herein, and, any use or activity undertaken for business purposes, excluding activities such as hobbies, in which obtaining a financial benefit is incidental to the purpose of the activity. Membership Clubs as defined herein shall not be considered Commercial Uses.
- 4(g). “**Conservation Plan**” shall be defined as an Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.
- 4(h). “**Crops, Livestock and Livestock Products**” shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.
- 4(i). “**Farm Labor Housing**” means dwellings or Structures, together with accessory Improvements used to house seasonal and/or full-time employees where such residences are provided by the farm owner and/or operator, the worker is an essential employee of the farm owner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the Farm Operation. For instance, a Structure used as the primary residence of a farm owner and/or operator is not “Farm Labor Housing”.
- 4(j). “**Farm Operation**” shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.
- 4(k). “**Footprint Area**” The Footprint Area of a Structure or Improvement shall be defined as the area of the Structure at the horizontal ground plane measured along its exterior walls. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by Impervious Surfaces.

- 4(l) **"Forestry Uses"** shall include, but are not limited to, gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other useful products or for water quality, wildlife habitat and other conservation purposes.
- 4(m). **"Grantor"** includes the original Grantor and his/her/its heirs, successors and assigns.
- 4(n). **"Grantee"** includes the original Grantee(s) and its successors and assigns.
- 4(o). **"Height"** of a Structure or Improvement shall be defined as the measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the Structure or Improvement's proposed Footprint Area. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.
- 4(p). **"Impervious Surfaces"** are defined as Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; Structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.
- 4(q). **"Improvement"** shall be defined as anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, fences, ponds, wells, septic systems, drainage ways, and utility lines.
- 4(r). **"Industrial Uses"** are Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Customary Home Occupations as permitted by this Conservation Easement.
- 4(s). **"Institutional Use"** shall be defined as a use that provides services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities not listed under the definition of "Educational Uses" herein, and mental health facilities.
- 4(t). **"Owner"** is defined as any individual or entity, including any heir, successor or

assign, of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.

- 4(u). **"Principal Residence"** is defined as the primary or main Residential Dwelling on the Property, typically occupied by the Owner or farm operator / manager and family when the Owner is in residence on the Property.
- 4(v). **"Recreational Uses"** are defined as lawful personal or de minimus commercial activities including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. Recreational Uses shall not include golf courses and ranges.
- 4(w). **"Residential Dwelling"** means a dwelling or Structure, together with accessory Improvements, including a single-family dwelling, Accessory Apartment, Accessory Residence, and Farm Labor Housing, whether or not the Structure is used as the primary residence of an Owner or farm operator or manager.
- 4(x). **"Rural Enterprises"** are defined as commercial activities conducted on the Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist's studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and beauty salon.
- 4(y). **"Structure"** shall be defined as any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Dwelling, barn, garage, shed, Renewable Energy Facility, porch, deck, and swimming pool.
- 4(z). The following **"Use Areas"** are depicted on Exhibit B and defined for the Easement:
- "Farmstead Area"** is an area used for existing or future planned farm Structures.
"Farm Area" is the remaining area of the Property outside the Farmstead Area.
- 4(aa). **"Viable Agricultural Land"** is defined as land highly suitable for growing crops and/or grazing livestock.
5. **Restrictions Applicable to the Property.** By this Conservation Easement, the Grantor agrees to restrictions that apply to the entire Property and additional restrictions that apply only to the Farmstead Area and Farm Area as set forth in this Easement. The Grantor may take certain actions relating to the Property as permitted by this Easement, and may take certain actions only after giving the Grantee prior notice and/or obtaining the Grantee's prior consent, as set forth herein. No Structures or Improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Conservation Easement may be expanded or replaced consistent with the restrictions set forth in this Conservation Easement and may be

reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement, and does not build a new Structure or Improvement in the same location, the Grantor shall restore the site to a relatively natural condition with suitable landscaping and re-vegetation and grading that matches the natural contours of the land, unless the Grantee otherwise consents.

6. **Use of Property.** Except as provided specifically herein, the Property shall be used solely for residential, Agricultural Uses, Recreational Uses, and Forestry Uses. Commercial Uses of the Property shall be limited to commercial Agricultural Use, commercial Forestry Use, and Rural Enterprises that are consistent with the Conservation Purposes of this Conservation Easement. No Industrial Use of the Property whatsoever is permitted, and no Institutional Use of the Property is permitted except with the prior consent of the Grantee.

7. **Reserved Rights Retained by Grantor.**

Grantor reserves all customary rights and privileges of ownership, including the right of exclusive use, possession and enjoyment of the Property, the rights to sell, lease, mortgage, and devise the Property. In addition, Grantor reserves other rights compatible with the Conservation Purposes set forth in Section 2 ("Purpose") that are not specifically prohibited or limited by this Easement and which do not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

- 7(a). **Right to Use Property for Agricultural Uses.**

Grantor has the right to engage in Agricultural Use of the Property and to use the Property as a Farm Operation provided that any processing, marketing or retailing of any Crops, Livestock and Livestock Products and that any similar activities involving any processed product associated with crops or livestock are not permitted on the Farm Area. As used in this Section 7(a), "processing" shall not include activities such as (i) boiling maple sap or (ii) grinding and mixing of any materials that result in feed for the livestock kept on the Property or on other properties owned or operated by the Grantor, provided that any such "processing" shall be conducted on a de minimus portion of the Farm Area. Said farming practices shall be carried out consistent with the Conservation Plan and in accordance with sound agricultural practices, which are practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way.

- 7(b). **Right to Use Property for Rural Enterprises.**

Grantor has the right to operate otherwise lawful Rural Enterprises, subject to the limitations set forth in this Easement. In all cases, such Rural Enterprises must be located within the Farmstead Area, compatible with the Conservation Purposes of this Easement and subordinate to the Agricultural Use of the Property.

- 7(c). **Right to Use Property for Recreational Uses.**

Grantor retains the right to use the Property for Recreational Uses, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Structures and Improvements"). In all cases, Recreational Uses must be compatible with the

Conservation Purposes of this Easement and subordinate to the Agricultural Use of the Property.

7(d). Right to Use Property for Forestry Uses.

Grantor retains the right to use the Property for Forestry Uses, subject to the limitations set forth in this Easement including Section 14 ("Forest Management"). In all cases, Forestry Uses must be compatible with the Conservation Purposes of this Easement and subordinate to the Agricultural Use of the Property.

8. Conservation Plan.

The Property shall be subject to a Conservation Plan prepared by a qualified conservation professional or by the local Soil and Water Conservation District in cooperation with the Grantor. The Conservation Plan shall be submitted to Grantee within one year of the execution of this Conservation Easement. Grantor and Grantee recognize that changes in economic and environmental conditions, in agricultural technologies, in accepted farm management practices and in the Farm Operations of Grantor may result in changes in the Agricultural Uses of the Property. It is the intention of this Easement to maintain Grantor's discretion to employ its choices of farm uses and management practices so long as those uses and practices are conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with the Conservation Plan. Further, all farm uses and farming practices identified in the Conservation Plan shall be consistent with the Conservation Purposes of this Easement and shall not be specifically prohibited by this Easement. The Conservation Plan shall identify and address potential adverse environmental impacts of agricultural activities, as well as opportunities to enhance the agricultural productivity and economic viability of the Property. The Conservation Plan shall be updated periodically and whenever the Farm Operation changes substantially. Upon request, Grantor shall provide a copy of the most current Conservation Plan to Grantee.

9. Access.

Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right of the public existed immediately prior to the execution of this Easement.

10. Construction of Structures and Improvements.

The Property consists of two (2) Use Areas as further described in the Baseline Documentation Report (referenced in Section 21 herein) and identified on the Easement Map attached hereto as Exhibit B: 1) one (1) Farmstead Area to be selected for designation from among the two "permissible Farmstead" areas, shown on Exhibit B, pursuant to Section 10(a)(i) and Section 10(a)(ii); and 2) the Farm Area. Except as expressly provided herein, all Structures and Improvements shall be located wholly within the final designated Farmstead Area, to be depicted on a future revised Easement Map described below and outside of the Farm Area. Grantor may undertake construction, erection, installation, removal or placement of Structures and Improvements to the Property within the Farmstead Area and Farm Area only as provided in this Easement and set forth below.

10(a). Selection of a Farmstead Area.

Grantor may select one of the two permissible Farmstead areas, labeled FA#1 and FA#2

on Exhibit B attached hereto, as the Farmstead Area. Once selected, the final Farmstead Area must be formally designated pursuant to Section 10(a)(i) and Section 10(a)(ii) herein, before commencement of construction of Structures or Improvements allowed to be located only within the final designated Farmstead Area. FA#1, while depicted as a three and one-half (3-1/2) acre area, shall be reduced in size to two acres prior to the construction of any permitted Structures or Improvements pursuant to the requirements of Section 10(a)(i). Until such time as the final Farmstead Area has been designated, areas FA#1 and FA#2 shall be deemed to be part of the Farm Area and shall comply with the Farm Area restrictions described herein. Once the final Farmstead Area has been designated, the remaining area outside of the final designated "Farmstead Area" shall become a permanent part of the Farm Area.

10(a)(i) Designation of Final Farmstead Area. The final Farmstead Area shall be designated in the following manner: Prior to construction of any new Structure or Improvement, except those Structures or Improvements permitted in the Farm Area in this Section 10, the Grantor shall present the Grantee, for its consent, notification in writing depicting the Farmstead Area selected by the Grantor for formal designation as such.

If the Grantor selects FA#1, shown as three and one-half (3-1/2) acres in size on Exhibit B hereof, prior to construction of any new Structure or Improvement, Grantor shall submit to the Grantee, a plan showing the proposed boundaries of a reduced size FA#1 no larger than two acres and located wholly within FA#1 as shown on the attached Exhibit B, Conservation Easement Map. The Grantee shall review the proposed size and location of the revised FA#1 to ensure that it is no larger than two acres and located wholly within FA#1 as shown on Exhibit B hereof, and approve the revised FA#1 if it finds that it satisfies the requirements of this Section 10(a)(i).

10(a)(ii) Recording a Notice of Farmstead Area Designation. Upon selection of FA#1 or FA#2 pursuant to Section 10(a)(i), the Grantor and the Grantee shall execute and record with the Office of the Dutchess County Clerk a Notice of Farmstead Area Designation in a form similar to the form attached hereto as Exhibit C, incorporated herein by reference, which shall also include a revised Exhibit B which establishes the designated Farmstead Area. After a properly executed Notice of Farmstead Area Designation is recorded, Structures may be built within the designated Farmstead Area subject to the terms of this Conservation Easement. Any such revision to Exhibit B shall be binding on any mortgagee whose mortgage is recorded subsequent to the recording of this Conservation Easement.

10(b). Impervious Surfaces.

It is the intention of this Easement to limit the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may cover up to 1% of the Farm Area without permission of Grantee. With permission of Grantee, Impervious Surface coverage may be increased to a maximum of four percent (4%) of the Farm Area as provided in Section 10(d)(ii). There shall be no

limitation on Impervious Surfaces within the designated Farmstead Area.

10(c). Fences.

Existing fences may be repaired, removed and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, safety and general management and to prevent trespassing on the Property. Customary fences such as wire, board or post and rail, and other fencing that does not impair the views of the Property from public vantage points, may be erected repaired or replaced. Additional types of fencing shall require the prior consent of the Grantee.

10(d). Agricultural Structures and Improvements.

Agricultural Structures and Improvements may be placed or constructed on the Property in accordance with the provisions of this Section 10(d), subject to the Impervious Surface coverage limitations set forth in Section 10(b) ("Impervious Surfaces"), and may be repaired, removed, enlarged and replaced at their respective locations,

10(d)(i). Farmstead Area: Without permission of Grantee, Agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within the final designated Farmstead Area.

10(d)(ii). Farm Area: As provided in the Impervious Surface coverage limitations set forth in Section 10(b) ("Impervious Surfaces"), Grantor may place or construct agricultural Structures and Improvements on up to one percent (1%) of the Farm Area without permission of Grantee, and with permission of Grantee, on an additional three-percent (3%) of the Farm Area, for a maximum of four percent (4%) Impervious Surface coverage within the Farm Area. However, no Structure or Improvements on the Farm Area shall be used in any manner that is associated with the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no similar activities involving any processed product associated with crops or livestock shall be permitted on the Farm Area. As used in this Section 10(d), "processing" shall not include activities conducted on a de minimus portion of the Farm Area, such as boiling maple sap or grinding and mixing of materials to produce feed for the livestock kept on the Property or on other properties owned or operated by the Grantor. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage over or associated impacts to prime soils and soils of statewide importance.

10(e). Residential Dwellings.

Residential Dwellings may be placed or constructed on the Property in accordance with the provisions of this Section 10(e). Each such Residential Dwelling may be repaired, removed, enlarged and replaced at its respective location. Residential uses shall be compatible with the Conservation Purposes of this Easement and subordinate to the Agricultural Uses and scenic preservation of the Property.

10(e)(i). Farmstead Area: Without permission of Grantee, Residential Dwellings,

together with Accessory Structures and Improvements, are permitted within the designated Farmstead Area, as provided below, subject to any applicable local, state or federal laws and regulations.

Principal Residence. No more than one (1) single family Principal Residence shall be permitted on the Property. As of the date of this Easement no such Principal Residence exists on the Property. The Principal Residence shall not exceed a Footprint Area of 2,500 square feet or 35 feet in Height.

Accessory Residence. No more than one (1) Accessory Residence shall be permitted on the Property. As of the date of this Easement, no such residence exists on the Property. The Accessory Residence shall not exceed a Footprint Area of 1,250 square feet or 25 feet in Height. The Accessory Residence shall not be sold separately from the Principal Residence.

Accessory Apartment. No more than one Accessory Apartment may be located on the Property. The Accessory Apartment may be located within any permitted Residential Dwelling described above, or Agricultural Structure permitted herein located within the Farmstead Area. If the Accessory Apartment is located within a Residential Dwelling such Dwelling, including the Accessory Apartment, shall comply with the Footprint Area limits described above. As of the date of this Easement, no such Accessory Apartment exists on the Property. No Accessory Apartment may be sold separately from the Principal Residence.

Farm Labor Housing. Farm Labor Housing is permitted within any Residential Dwelling described above. As of the date of this Easement, no such Farm Labor Housing exists on the Property. No Residential Dwelling that serves as Farm Labor Housing may be sold separately from the Principal Residence.

10(e)(ii). Farm Area: Accessory Residences, Accessory Apartments, Accessory Structures, Farm Labor Housing, Principal Residences and Residential Dwellings are prohibited in the Farm Area.

10(f). Rural Enterprises.

With the permission of Grantee, Rural Enterprises may be established and carried out within the designated Farmstead Area. In all cases, such uses and any necessary Structures or Improvements, shall be compatible with the Conservation Purposes of this Easement and subordinate to the Agricultural Use of the Property. Prohibited enterprises include, but are not limited to, those that market non-agricultural petroleum or chemical products. Rural Enterprises shall not include the operation of a junkyard, gas station or any similar enterprise. The land on which Rural Enterprises are located shall not be subdivided into separate parcels.

10(g). Structures and Improvements associated with Recreational Uses.

With the permission of Grantee, Structures and Improvements associated with Recreational Uses are permitted on the Property in accordance with the provisions of this Section 10(g),

and subject to the Impervious Surface coverage limitations set forth in Section 10(b) ("Impervious Surfaces"), so long as such Structures and Improvements are compatible with the Conservation Purposes of this Easement and subordinate to the Agricultural Use and scenic preservation of the Property. No Structures or Improvements associated with Recreational Uses shall impair in any way the Agricultural Use or scenic preservation of the Property. Structures and Improvements may be repaired, removed, enlarged and replaced at their respective locations subject to the Impervious Surface coverage limitations set forth in Section 10(b) ("Impervious Surfaces").

10g(i). Farmstead Area: Without permission of Grantee, Structures and Improvements associated with Recreational Uses are permitted within the designated Farmstead Area.

10(g)(ii). Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(b) ("Impervious Surfaces"), Grantor may place or construct Structures and Improvements associated with Recreational Uses in the Farm Area up to an aggregate of five hundred (500) square feet in Footprint Area with permission of Grantee. All Structures and Improvements associated with Recreational Uses shall be located in a manner that minimizes the impact to prime soils or soils of statewide importance as well as the scenic view from public vantage points, including I-84, the Taconic State Parkway and Jackson Road.

10(h). Exterior Appearance.

No construction, improvement, repair or replacement of a Structure or other alteration of the Property shall be constructed or performed in a manner inconsistent with the scenic preservation and Conservation Purposes of this Conservation Easement. To the extent that Structures newly constructed after the date of this Conservation Easement, and alterations and additions to existing Structures are visible in winter from offsite or from public roads, they shall comply with the following design standards:

10(h)(i) Architecture. The exterior of all Structures shall be architecturally sensitive and respectful of the immediate site and surrounding sites. The exterior of Structures shall be harmonious with traditional Structures found in the vicinity at the time of this Conservation Easement, utilizing natural materials wherever possible, unless otherwise approved by the Grantee, and all primary materials shall be chosen to minimize the visual prominence of Structures and to create architecture that blends in with the site. All roofing and exterior surfaces (except window glass) shall be non-reflective, but this sentence shall not preclude the use of metal as a roofing material or the inclusion in roof design of non-reflective solar panels.

10(h)(ii) Color. The color of all new Structures, and the color of existing Structures if they are to be changed, shall be chosen to minimize their visual impact from public roads and other public vantage points. Colors shall be painted or stained in natural, white, barn red, or earth tones (grays, browns, greens.) Paint shall be non-reflective.

10(h)(iii) Landscape. Changes to the landscape and existing site features in connection with new construction shall be minimal, and shall encourage the preservation of mature trees, rock outcroppings, watercourses, and other significant natural amenities. Landscape designs shall make every effort to screen and/or otherwise diminish the visual impact of all Structures from public roads or parkland, and shall be harmonious with the existing site in concept and detail.

10(i). Signs.

No signs shall be permitted on the Property except fronting on Jackson Road, and only for the purposes of informing visitors to the Property of the name and/or address of the Property and/or the names of persons living on the Property, to advertise an on-site activity permitted by this Easement, to advertise the Property for sale or rent, to mark roadways, to announce that the Property is subject to a Conservation Easement and/or identify the holder of the Conservation Easement, and/or to post the Property to control unauthorized entry or use, unless otherwise approved by the Grantee. Such signs shall be of professional quality and their size, placement, number and design shall not appreciably diminish the scenic and rural character of the Property.

10(j). Lighting.

Outdoor lighting shall not result in glare visible from public vantage points or which is inconsistent with the scenic and rural character.

10(k). Landscaping and Screening.

Changes to the landscape shall minimize disturbance of mature trees, rock outcroppings, watercourses, and other significant natural features. The Grantor shall site Structures and Improvements off steep slopes and shall preserve and maintain sufficient topography, vegetation and terrain to screen Structures and Improvements from public vantage points. The Grantor shall not plant trees, shrubs and other vegetation along or at the Taconic Parkway and I-84 road frontage in such an arrangement that would impair the scenic views of the Property from those roads. Any substantial alteration to the topography or landscape features of the Property shall require the prior consent of the Grantee.

10(l). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services solely to or from the Improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Conservation Purposes of this Easement, subordinate to the Agricultural Use and scenic preservation of the Property and located in a manner that minimizes the impact to prime soils or soils of statewide importance. No wireless telecommunications towers or associated antennas may be placed on the Property. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service solely to the Structures

and Improvements allowed by this Easement.

10(m). Structures and Improvements Associated with Renewable Energy Facilities.

Pursuant to this Section 10(m), renewable energy shall have the meanings and be considered in relation to this Easement as described herein. Renewable energy is derived from a fuel source that readily restores over short periods of time and typically does not diminish. Such fuel sources include the sun, wind, moving water, organic plant and waste material (e.g., biomass) and the earth's heat (i.e., geothermal). Structures and Improvements necessary to undertake renewable energy generation are permitted within the final designated Farmstead Area on the Property as further described below provided, in Grantee's sole determination, that they are compatible with the Conservation Purposes of this Easement, subordinate to the Agricultural Use of the Property, compatible with the scenic preservation of the Property, and located in a manner that minimizes the impact to prime farmland soils or soils of statewide importance, and the impact to the scenic view from public vantage points, including I-84, the Taconic State Parkway and Jackson Road.

With permission from the Grantee pursuant to Section 18 ("Permission of Grantee"), facilities for the generation of energy from renewable resources may be built within the Farmstead Area solely to provide energy for Structures existing on the Property. Grantor and its assigns, agents, and lessees shall comply with any applicable New York State Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. Grantor shall provide the Footprint Area, design, location, size, Height and output of any such facilities to the Grantee and such Structures shall conform with all federal, state and local laws. Excess energy generated above that required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws.

11. Maintenance and Improvement of Water Sources.

Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Property, construct or expand ponds, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the Conservation Plan, is in accordance with sound agricultural practices (as described in Section 7(a)), is compatible with the Conservation Purposes of this Easement, and is carried out in accordance with applicable local, state and federal laws and regulations. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 18 ("Permission of Grantee").

12. Water Rights.

Grantor may use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property in accordance with applicable local, state and federal laws and regulations. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to

the Property itself.

13. Subdivision.

The Property is currently comprised of five (5) tax map parcels owned by Grantor.

The intention of the Grantee and Grantor is to keep the land together as one farm parcel. Any division, partition, subdivision, or other legal or de facto creation of lots or parcels of any portion of the Property into separate ownership is hereafter referred to as "Subdivision" or to "Subdivide". Grantor shall not further Subdivide the Property. Under no circumstance shall the designated Farmstead Area be Subdivided from the Farm Area.

Lot line adjustments which do not create additional building lots may be permitted only with the prior written permission of the Grantee. Grantor's request for permission for a lot line adjustment will be governed by the provisions set forth in Section 18 ("Permission of Grantee") of this Easement and the provisions of this Section 13. Grantee shall not grant such permission unless Grantee determines that the lot line adjustment: (a) is for agricultural purposes; (b) is compatible with the Conservation Purposes of this Easement; (c) will not materially diminish or substantially impair the agricultural viability of the Property; and (d) will ensure that all parcels of land thereby created will remain Viable Agricultural Land either individually, or as part of an established Farm Operation. Any such lot line adjustment shall not include the right to construct, place or relocate any Structures or Improvements on the Property, except as otherwise permitted by this Easement. Any lot line adjustment must comply with all applicable local, state or federal regulations, and any conveyed parcels shall be subject to the terms of this Easement.

In the event that any lot line adjustment is approved by the Grantee, any portion of the Property so conveyed shall remain subject to this Easement and approval by the Grantee must allocate to the conveyed portion of the Property any portion of the following rights then remaining which are to be applied to the conveyed portion:

- (a) Construction of Impervious Surfaces as set forth in Section 10(b) ("Impervious Surfaces");
- (b) Construction or placement of Agricultural Structures and Improvements under Section 10(d), ("Agricultural Structures and Improvements");
- (c) Construction or placement of Residential Dwellings under Section 10(e), ("Residential Dwellings");
- (d) Construction or placement of recreational Improvements under Section 10(g), ("Recreational Structures and Improvements"); and
- (e) Construction of renewable energy Structures and Improvements under Section 10(m), ("Renewable Energy Facilities").

Such allocation of the rights in the noted sections shall not result in total allowances greater than those allowed under each such section or the Conservation Easement as a whole.

Mortgages, or other non-possessory interests in land do not constitute "Subdivision" as intended in this Section 13 herein, provided such interests encompass the whole Property or such portion of the Property for which the Grantee has approved a Subdivision as noted

above.

14. Forest Management.

All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources and there shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

14(a). Permitted Removal of Trees. Trees may be removed which endanger public safety, are diseased, damaged or fallen, need to be cleared to ensure the health of other trees through best forest management practices, need to be cleared to reclaim the land to its current agricultural state as shown in the Baseline Documentation Report (referenced in Section 21 herein) if it grows into scrub or forest land, or in connection with the construction of permitted Structures and Improvements subject to the restrictions set forth in this Section 14.

14(b). Clearing with Prior Consent. New open spaces for agriculture may be created with permission of the Grantee pursuant to Section 18 ("Permission of Grantee"). Grantee will assess any potential negative environmental effects if clearing is requested along stream banks before providing consent.

14(c). Commercial Forestry. Commercial Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources with the permission of the Grantee pursuant to Section 18 ("Permission of Grantee"). All commercial forestry shall be conducted in accordance with a forestry management plan approved by the Grantee, except that for properties under the NYS 480-a program, or other applicable forestry tax programs noted below, the Grantee shall only require notice and a copy of the NY State required plan for its files. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (if applicable); (3) logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs).

15. Mining and On-Site Extractive Activity.

There shall be no surface or subsurface mining or quarrying on the Property. In compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A-14(g)(4) of the Treasury Regulations, as amended, the Grantor may utilize sand and gravel on the Property solely for use on the Property providing the use has limited, localized impact on the Property and provided the use is not destructive to the Conservation Purposes of this Easement pursuant to Section 2 ("Purpose"). This shall not prohibit the Grantor from re-grading portions of the Property to achieve more useable agricultural land as long as topsoil is stockpiled during re-grading and is replaced on the grounds surface upon completion

16. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 10(b) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads for residential driveways, barnyards, farm markets or other Improvements necessary to provide access to, and parking for, permitted Structures or Improvements, or to conduct other activities permitted by this Easement. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance.

17. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agriculturally-related waste or biodegradable material as described below. Without permission of Grantee, Grantor may (i) store, compost, apply or inject agriculturally-related waste or biodegradable material; (ii) store old farm equipment to be used for parts; (iii) temporarily store trash or household waste in receptacles for periodic off-site disposal and (iv) compost or re-use biodegradable materials generated off the Property for use on the Property or Commercial Use or sale. All such activities shall be conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with the Conservation Plan and all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with Structures permitted on the Property is permitted by this Easement.

18. Permission of Grantee.

When Grantor is required to obtain Grantee's permission for a proposed action pursuant to the Easement, such permission shall be requested in writing. Grantee shall grant permission if it determines that such action is 1) compatible with the Conservation Purposes of this Easement and 2) either integral to the Agricultural Use of the Property in the case of Agricultural Structures, or subordinate to the Agricultural Use and scenic preservation of the Property. Grantee shall respond with a decision in writing within forty-five (45) days of receipt of the Grantor's written request which shall include all relevant building plans identifying the use, Footprint Area and total square footage of any proposed Structures, and related survey information, if available. If mutually agreed upon by Grantee and Grantor, this timeline may be reasonably extended.

18(a). Standards and Timetable for the Grantee's Decision.

Where the Grantee's written consent is required, the Grantee shall grant or withhold its consent in writing within forty-five (45) days of receipt of the Grantor's request for consent accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold consent only upon a reasonable determination by the Grantee that the Grantor's proposal would be inconsistent with the specific provisions or the Conservation Purposes of this Easement. The Grantee may grant its consent subject to reasonable conditions which must be satisfied. If the Grantee fails to act within 35 days of receipt of plans and materials it deems sufficient for its review, consent shall be deemed granted unless the Grantor consents to a longer period of time for review and discussion with the Grantee. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the consent of the Grantee.

Where prior notice is required, the Grantor shall give the Grantee at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement or any significant landscape alteration. Prior to any activity described herein, the Grantor shall submit sufficient information to enable the Grantee to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the Conservation Purposes and restrictions of this Conservation Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or Improvement.

19. Ongoing Responsibilities of Grantor and Grantee.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as Owner of the Property, including, but not limited to, the following:

19(a). Taxes. Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

19(b). Upkeep and Maintenance. Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Property.

19(c). Liability and Indemnification. Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

20. Extinguishment of Development Rights.

Except as otherwise reserved to the Grantor in this Easement, all non-agricultural development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

21. Baseline Documentation.

By its execution of this Easement, Grantee acknowledges that the present uses of, and related Structures and Improvements on the Property are permitted by this Easement. In order to evidence the present condition of the Property so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report (the "Report"), including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties, and a copy thereof has been delivered to Grantor and a copy will be kept on file with Grantee. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the

date of this Easement.

22. Right of Inspection.

Grantee and/or their representatives, shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the County shall have the same right of inspection.

23. Enforcement.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Conservation Purposes of this Easement, Grantee may bring an action to enjoin the violation.

Grantee shall also be entitled to seek the following remedies in the event of a violation: 1) money damages, including damages for the loss of the resources protected in accordance with the Conservation Purposes of this Easement; and 2) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and occurring without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

24. Third Party Enforcement Rights.

The County of Dutchess (the "County"), a New York municipal corporation having an office and a mailing address at 22 Market Street, Poughkeepsie, New York, 12601, and its successor agency shall have the right to enforce a material violation of this Easement subject to the following provisions.

24(a). Prior to commencing an enforcement action, the County must first notify Grantee and Grantor, give Grantee thirty (30) days to take appropriate action, including commencing an enforcement action, and give Grantor thirty (30) days from the receipt of such notice to cure the violation.

24(b). If the County determines that Grantor is diligently proceeding to cure the violation or, if not, that Grantee is taking appropriate action and/or diligently prosecuting an enforcement action in good faith, it shall not have a right to take legal action for the same violation of this Easement unless pursuant to a written request by Grantee.

24(c). In any case where a court finds that a violation has occurred, Grantor shall reimburse the County for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this clause shall diminish the Grantee's rights under Section 21 ("Enforcement") or this Section 22 ("Third Party Enforcement Rights").

25. Transfer of Easement.

Grantee shall have the right to transfer this Easement to The Scenic Hudson Land Trust, Inc. ("SHLT"), a New York not-for-profit corporation which has offices at One Civic Center Plaza, Suite 200, Poughkeepsie, New York, 12601. If SHLT is unable or unwilling to accept this Easement, Grantee shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or a "not-for-profit conservation organization" as defined by Article 49 of the ECL or a "qualified organization" under Section 170(h) of the Code or a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor must be notified in writing in advance of any such transfer.

26. Transfer of Property.

26(a). Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This {conveyance, lease, mortgage, easement, etc.} is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by instrument dated _____, and recorded in the office of the Clerk of Dutchess County at Document No. ____." Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. The failure to notify Grantee or to include said language in any deed or instrument shall not, however, affect the validity or applicability of this Easement to the Property or limit its enforceability in any way.

26(b). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors but which shall not exceed an amount equal to one hundred dollars (\$100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is in recognition of the Grantee's continuing obligation to monitor and enforce this Easement, to perform its responsibilities under the Easement and to otherwise further the Grantee's mission, all of which are believed to benefit the Property and its Owners. The Grantor agrees to incorporate this requirement in the terms of any agreement of sale for all or any portion of the Property and to familiarize the buyer with such terms prior to the sale.

26(c). Conservation Easement Binding on Future Owners and Others. The provisions of this Easement shall run with the land and shall be binding on each Owner while such Owner is entitled to possession or use thereof. This Section shall not impose personal liability on any beneficial owner except to the extent such beneficial owner already has personal liability with respect to the Property under the instrument creating an equity interest and under applicable law.

26(d). Discharge of Owner Upon Transfer. In the event any Owner transfers fee ownership of all or any portion of the Property or ceases to have a possessory or beneficial interest in the Property, such Owner shall be discharged from all obligations and liabilities under this Easement with respect to such portion transferred, except for acts or omissions which occurred during such Owner's period of ownership.

27. Amendment of Easement.

This Easement may be amended only with the written consent of Grantee. Any such amendment shall have a neutral or positive effect on the Conservation Values protected by this Easement, shall be compatible with and, to the extent practicable, advance the Conservation Purposes of this Easement, shall comply with the ECL or any regulations promulgated thereunder, and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. Any such amendment to this Easement shall be duly recorded.

28. Extinguishment of Easement.

At the mutual request of Grantor and Grantee, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Conservation Purposes of this Easement described in Section 2 ("Purpose"), extinguish or modify this Easement in accordance with applicable law. The mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain makes it impossible to continue use of all or such portion of the Property for the Conservation Purposes of this Easement as described in Section 2 ("Purpose") herein, the restrictions may be extinguished as to any such portion so condemned by judicial proceeding.

Upon any subsequent sale, exchange or involuntary conversion (pursuant to this Section) by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 29 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies times the percentage determined under Section 29, with the proceeds distributed as provided in Section 29.

29. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment or partial extinguishment or proceeds from a sale or other disposition of the Property as contemplated in Section 28 ("Extinguishment of Easement"). That monetary value is determined as follows: multiply (a) times (b), where –

(a) = the Grantee's Proportionate Share, and

(b) = the value of that portion of the Property no longer encumbered by this Easement as the result of the extinguishment.

Grantee's Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. For this Easement, the Grantee's Proportionate Share is sixty eight percent (68%), and shall remain constant, subject only to reasonable adjustment to the extent permissible under Section 170(h) of the Code for any Improvements which may hereafter be made on the Property.

Grantee contributed 16.667% of the purchase price of this Easement. Therefore, Grantee shall be entitled to 16.667% of whatever proceeds become available upon the extinguishment of the Easement and the subsequent sale, exchange or involuntary conversion of the Property. The Hudson Highlands Land Trust, Inc. ("HHLT"), a New York not-for-profit corporation having an office and a mailing address at 20 Nazareth Way, P.O. Box 226, Garrison, New York, 10524, has contributed 16.667% of the purchase price for this Easement. Therefore, HHLT shall be entitled to 16.667% of whatever proceeds become available upon the extinguishment of the Easement and the subsequent sale, exchange or involuntary conversion of the Property.

The Scenic Hudson Land Trust has contributed 16.667% of the purchase price for this Easement. Therefore, SHLT shall be entitled to 16.667% of whatever proceeds become available upon the extinguishment of the Easement and the subsequent sale, exchange or involuntary conversion of the Property. SHLT and HHLT acknowledge this entitlement by signing the attached Acknowledgment. The County has contributed 50% of the purchase price for this Easement. Therefore, the County shall be entitled to 50% of whatever proceeds become available upon the extinguishment of the Easement and the subsequent sale, exchange or involuntary conversion of the Property. HHLT, SHLT and the County hereby

acknowledge each other's share (which is based upon each entity's contribution toward the costs of acquiring this Easement) of the Proportionate Share referenced above.

30. Interpretation.

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. This Easement shall be liberally construed to effect the Conservation Purposes of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

31. Recitals and Exhibits Incorporated Herein.

Any and all recitals in this Easement are agreed by the parties to be accurate, are incorporated into this Easement by this reference, and shall constitute integral terms and conditions of this Easement. Any and all exhibits and addenda attached to and referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

32. Successors.

Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

33. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

34. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; or 3) 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 Section 34.

35. Title.

The Grantor covenants and represents that the Grantor is the sole Owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Easement; that the Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

36. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use.

this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

37. Subsequent Encumbrances.

The grant of any easements or use restrictions is prohibited, except with the permission of Grantee or as authorized in Section 10(l) ("Utility Services and Septic Systems"). Any future encumbrances shall be consistent with the Conservation Purposes of this Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

38. Grantor's Environmental Warranty.

Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to hold harmless, defend, and indemnify Grantee and New York State Department of Agriculture and Markets against and from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

39. Duration of Easement.

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

40. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument

shall be valid or binding unless contained in an amendment that complies with Section 27 ("Amendment of Easement").

41. Waiver.

No waiver by Grantee of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by Grantee.

42. Binding Effect.

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future Owners and any party entitled to possess or use the Property or any portion thereof while such party is the Owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or Owner with respect to such Property for purposes of this Easement and shall have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

43. Lien Law.

This conveyance is made subject to the trust fund provisions of Section Thirteen of the New York Lien Law.

44. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

45. Right of First Refusal

In order to afford Grantee the opportunity to ensure that the Property remains in Agricultural Use in perpetuity, Grantor hereby gives to Grantee a Right of First Refusal to purchase the Property or a portion of the Property, which Right shall be of perpetual duration. In the event that the Grantee acquires fee title to the Property, this Conservation Easement shall not be merged into the fee and shall not be extinguished by virtue of such purchase.

45(a). Applicability. This Right of First Refusal shall not apply to any gift or bequest without consideration, nor to any sale or conveyance of the Property to members of Grantor's families or to an entity, to include but not limited to, partnerships, corporations, or limited liability companies, which are controlled by Grantor or members of Grantor's families or to the equitable owners of a Grantor which is a corporation, partnership, LLC or other entity. Members of the families shall include Grantor's spouse, children (natural and adopted), parents and their descendants. This Right of First Refusal also shall not apply to sales made pursuant to any judicial sale of all or any portion of the Property (including but not limited to a sale made in connection with mortgage foreclosure), to the conveyance to a mortgage holder by deed in lieu of foreclosure, nor to a subsequent conveyance by any mortgagee who acquires title by virtue of foreclosure sale or deed in

lieu of foreclosure. Grantee may waive this Right of First Refusal in the case of any sale of the Property to a responsible person or persons who, in the reasonable judgment of Grantee, demonstrate(s) an intent and ability to conduct farming on the Property, which is the production of crops, livestock and livestock products as defined under Section 301 of the AML, or such successor law as is later promulgated. The Right of First Refusal shall apply to all other sales and conveyances of the Property (including any conveyance by, or of any interest in, a corporation, partnership, LLC or other entity to non-family members of the equitable owners of the Grantor).

45(b). Procedure. The conditions of this Right of First Refusal shall be such that whenever Grantor receives a bona fide offer, Grantor shall deliver to Grantee a true copy of the offer in writing, together with such other instruments as may be reasonably required to show the bona fides of the offer. Grantee may elect to purchase, or assign such election to SHLT to purchase, the Property or portion thereof subject to the offer at the offered price and subject to such other terms and conditions not less favorable to Grantor than those contained in the offer by giving to Grantor written notice of such election within thirty (30) days after delivery of the offer to Grantee. If Grantee does not elect to meet such offer within the thirty-day period, or grant a limited waiver of this Right of First Refusal, Grantor may accept the offer as written.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

GRANTOR

ND-4, LLC

By: _____
Joseph Manne
(Grantor's title)

GRANTEE

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E.C. Thornton
President

State of New York)
County of) ss:

On the ____ day of _____ in the year 2016 before me, the undersigned, personally appeared **Joseph Manne**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

State of New York)
County of Dutchess), ss:

On the ____ day of _____ in the year 2016 before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

All those parcels of land situated in the Town of East Fishkill, County of Dutchess and State of New York, including the following five parcels containing a total of 39.277 acres more or less, being more particularly bounded and described as follows:

Parcel 1

Beginning at a point in the northerly right of way line of Jackson Road; thence along the lands N/F Jackson, et al (Doc #02 2013 5659) the following bearings and distances:

- N81°46'00" W for 673.90'
- S39°28'00" W for 734.84'
- N56°25'20" W for 551.81'
- N54°46'42" W for 171.50'
- N29°25'00" W for 199.43' to a point;

thence along Interstate Highway Route 84 the following bearings and distances:

- N72°40'25" E for 390.78'
- N54°42'37" E for 578.68
- N67°07'57" E for 148.80' to a point;

thence along the lands N/F Egg Farm Dairy, LLC (Doc #02 2005 7483) the following bearings and distances:

- S22°52'03" E for 450.00'
- N67°07'57" E for 424.90'
- N74°06'17" E for 372.83'
- S50° 42'07" E 256.70' to a point on the northern right of way line of Jackson Road;

thence along the Jackson Road S41°54'40" for 410.59' to the point or place of beginning.

Containing 20.873 acres more or less.

Parcel 2

Beginning at a point along the southerly Right of Way line of Jackson Road said point being the northwest corner of Farmstead Area #2; thence N31°34'40" E for 42.25'; thence continuing along the Right of Way line of Jackson Road N15°40'00" E for 49.61'; thence N81°01'30" E for 63.79'. Thence along the lands N/F Ramp to Parkway the following bearings and distances:

- N38°38'00" E for 56.42'
- S51°18'30" E for 61.27'
- S44°56'20" E for 264.49'
- S49°04'50" E for 237.39' to a point;

thence along the lands N/F ND-4 LLC N65°47'10" W for 452.64'; thence along the lands N/F Farmstead Area #2 N65°47'10" W for 148.46' to the point of beginning.

Containing 1.239 acres more or less.

Parcel 3

Beginning at a point, said point being on the southerly bounds of Jackson Road and also being the southwest corner of N/F ND-4 LLC (Doc #02 2010 4966) ; thence along lands N/F ND-4 LLC S65°47'10"E for 601.10'; thence along lands N/F Taconic State Parkway the following bearings and distances:

- S29°58'20"E for 197.95'
- S15°47'40"W for 272.73' to a point;

thence along the lands N/F ND-4 LLC N59°42'50"W for 858.74' to a point on the southerly right of way line of Jackson Road; thence along Jackson Road N39°03'40"E for 108.60' and N31°34'40"E 191.39' to the point and place of beginning.

Containing 6.018 acres more or less.

Parcel 4

Beginning at a point along the southerly Right of Way line of Jackson Road, thence along the lands N/F Farmstead Area #2 S59°42'50"E for 146.53'; thence along the lands N/F ND-4 LLC S59°42'50"E for 712.21' to a point; thence along the Taconic State Parkway S15°47'40"W for 92.00'; thence along the lands N/F ND-4 LLC N82°45'00"W for 991.12'; continuing along the lands N/F ND-4 LLC, thence N48°05'20"W for 56.71'; thence along the southerly Right of Way line of Jackson Road the following bearings and distances:

- N41°54'40"E for 278.83'
- N39°03'40"E for 194.65' to the point of beginning.

Containing 6.013 acres more or less.

Parcel 5

Beginning at a point along the southerly Right of Way line of Jackson Road, thence continuing along the southerly Right of Way line of Jackson Road N41°45'40"E for 100.00' to a point; thence along the lands N/F ND-4 LLC the following bearings and distances:

- S48°05'20"E for 56.71'
- S82°45'00"E for 991.12' to a point;

thence along the Taconic State Parkway for the following bearing and distances:

- S15°47'40"W for 17.22
- S83°54'30"E for 87.01
- S20°14'00"W for 822.05' to a point;

thence along the lands N/F Jackson, et al. for the following bearings and distances:

- N69°02'00"W for 347.96'
- N40°02'40"E for 793.88'
- N79°22'00"W for 159.51'
- N81°58'50"W for 523.72'
- N82°45'00"W for 403.43' to the point of beginning.

Containing 5.134 acres more or less.

**METES AND BOUNDS DESCRIPTION
OF THE FARMSTEAD AREAS**

Farmstead Area #1

Beginning at a point along the northerly Right of Way line of Jackson Road said point being the southeast corner of Egg Farm Dairy; thence S41°54'40"W for 410.59'; thence along the lands N/F Jackson, et al N81°46'00"W for 234.30'; thence along the lands N/F ND-4 LLC N08°14'00"E for 365.70'; thence along the lands N/F Egg Farm Dairy, LLC N74°06'17"E for 265.28'; thence along the lands N/F Egg Farm Dairy, LLC S50°42'07"E for 256.70' to the point of beginning.

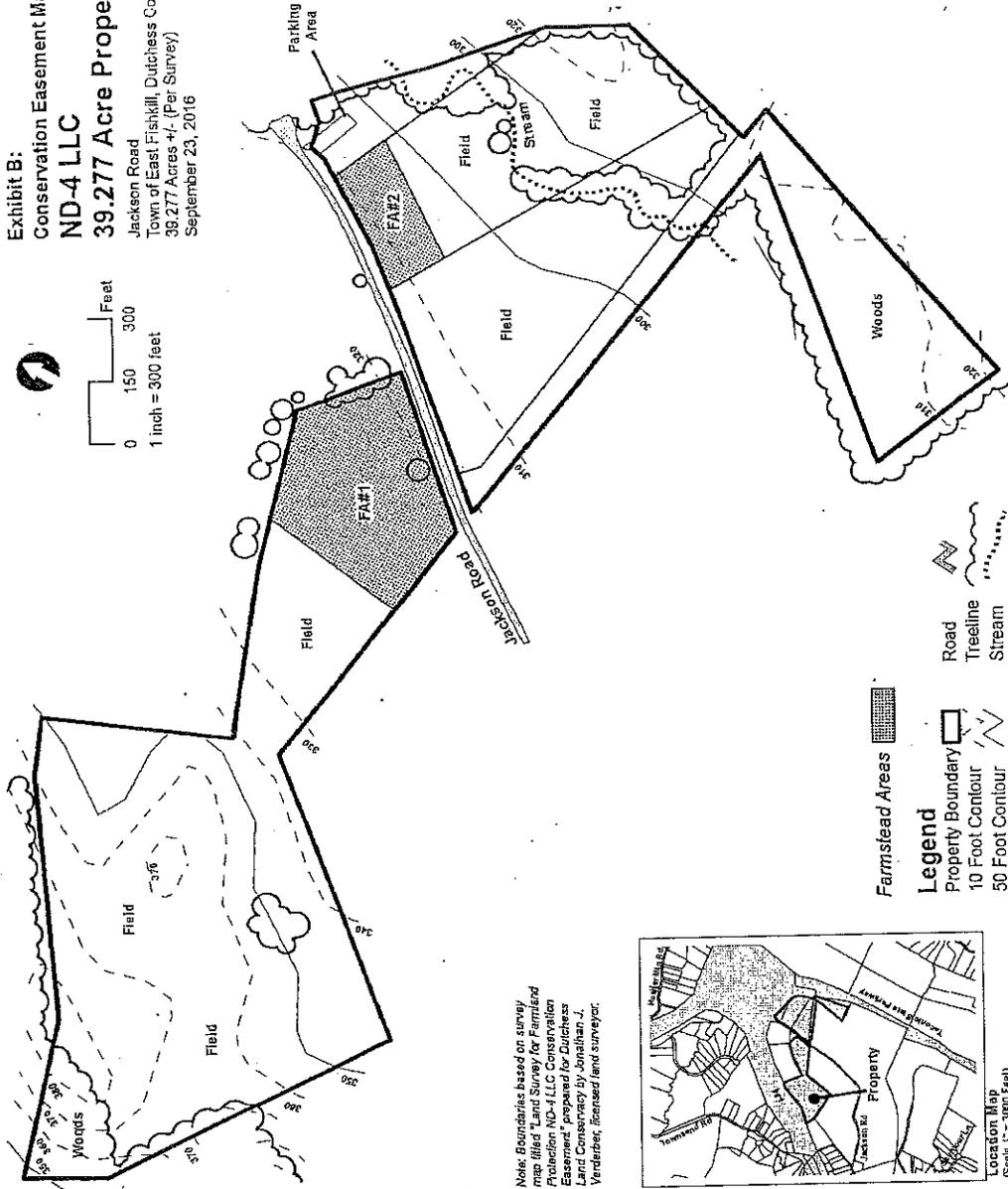
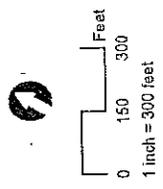
Containing 3.500 acres more or less.

Farmstead Area #2

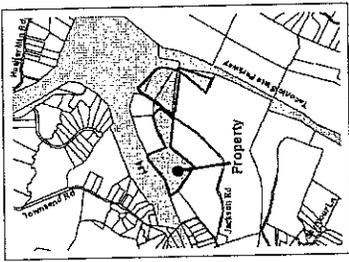
Beginning at a point along the southerly Right of Way line of Jackson Road said point being the northwesterly corner of ND-4 LLC, thence N39°03'40"E for 108.60'; thence continuing along the southerly Right of Way line of Jackson Road N31°34'40"E for 191.39'; thence along the lands N/F ND-4 LLC S65°47'10"E for 148.46'; thence along the lands N/F ND-4 LLC S34°17'08"W for 315.14'; thence along the lands N/F ND-4 LLC N59°42'50"W for 146.53' to the point of beginning.

Containing 1.000 acres more or less.

Exhibit B:
Conservation Easement Map
ND-4 LLC
39.277 Acre Property
 Jackson Road
 Town of East Fishkill, Dutchess County NY
 39.277 Acres +/- (Per Survey)
 September 23, 2016



Note: Boundaries based on survey map filed "Land Survey for Farmstead Protection ND-4 LLC Conservation Easement" prepared for Dutchess Land Conservancy by Jonathan J. Venderber, licensed land surveyor.



Location Map
 (Scale 1" = 3000 Feet)

- Farmstead Areas**
- Farmstead Area
- Legend**
- Property Boundary
 - 10 Foot Contour
 - 50 Foot Contour
 - Road
 - Treeline
 - Stream

EXHIBIT C
Form for Notice of Farmstead Area Designation

NOTICE OF FARMSTEAD AREA DESIGNATION

THIS NOTICE OF FARMSTEAD AREA DESIGNATION ("Notice") is entered into effective the ____ day of _____, 20__, by and between _____ (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 (the "Conservancy").

1. **Recitals.** Grantor and Grantee are parties to that certain Conservation Easement recorded _____, 20__ at Document No. _____ in the real property records of Dutchess County, New York ("Conservation Easement"). Pursuant to Section 10(a) of the Conservation Easement, Grantor may select for designation one (1) Farmstead Area, selecting one from those shown as "FA#1" and "FA#2", on Exhibit B of the Conservation Easement. The total number of permanent Farmstead Areas on the Property shall not exceed one (1).

2. **Designation.** The location of the proposed Farmstead Area has been reviewed and approved by Grantee in accordance with Section 10(a)(i) of the Conservation Easement. Effective as of the date set forth above, Grantor and Grantee hereby establish one (1) Farmstead Area in the location depicted on the Revised **Exhibit B** incorporated herein, which replaces and supersedes the existing Exhibit B to the Conservation Easement.

3. **General.** Capitalized terms used in this Notice and not otherwise defined in this Notice shall have the meanings assigned to them in the Conservation Easement. The terms of the Conservation Easement shall not be amended by this Notice and shall continue in full force and effect.

(SIGNATURE PAGES TO FOLLOW)

REVISED EXHIBIT B TO CONSERVATION EASEMENT
Conservation Easement Map Showing the ND-4, LLC Property, Farmstead Area and Farm Area

EXHIBIT "C" TO THE GRANT AGREEMENT
SURVEY MAP

Not attached at this time.

Environment Committee Roll Call

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

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2016256 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON THE MANNE FARM IN THE TOWN OF EAST FISHKILL, NEW YORK AND REALLOCATING FUNDS THEREFORE

Date: November 3, 2016

Roll Call Sheets

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

Present:	<u>23</u>	Resolution:	<u>✓</u>	Total:	<u>23</u>	<u>0</u>
Absent:	<u>2</u>	Motion:	<u> </u>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>2</u>	

2016256 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON THE MANNE FARM IN THE TOWN OF EAST FISHKILL, NEW YORK AND REALLOCATING FUNDS THEREFORE

Date: November 7, 2016

RESOLUTION NO. 2016257

RE: SETTING A PUBLIC HEARING WITH RESPECT TO ACQUISITION OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A THE ATKINS FARM IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Legislators FORMAN, BOLNER, WASHBURN, STRAWINSKI, HORTON, SAGLIANO, and PULVER offer the following and move its adoption:

WHEREAS, the County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed \$133,536 in grant funds available through the Dutchess County Partnership for Manageable Growth Grant Program (the "Program"), and

WHEREAS, this award shall be used to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy, on approximately 166.56 acres of Property, known as the Locust Grove Farm a/k/a Atkins Farm (Tax Grid Number: 6465-02-586756, 6465-02-737695, and 6465-02-658682) located on Salt Point Turnpike, Town of Pleasant Valley, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to \$812,850, Dutchess County shall contribute up to \$133,536, Scenic Hudson Land Trust shall contribute up to \$133,536, and the balance of the funding \$5,000 shall be contributed by the Dutchess Land Conservancy, towards the purchase of the agricultural conservation easement on the Property, for a total contribution of up to \$1,084,922, and

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

WHEREAS, the Dutchess County Planning Board Resolution recommending acquisition of that conservation easement and a matching share Grant of up to \$133,536 through the Program is attached, and

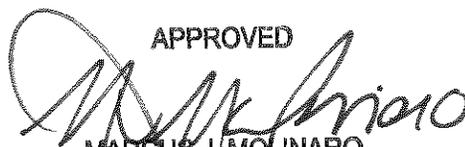
WHEREAS, the Program and General Municipal Law §247 require a public hearing on the issue of County funding with respect to the easement before final authorization thereof, now, therefore, be it

RESOLVED, that this Legislature shall conduct a public hearing on the 8TH day of December, 2016, at 7 P.M. in the Dutchess County Legislative Chambers, County Office Building, 22 Market Street, Poughkeepsie, New York, on the proposed award of up to \$133,536 in matching grant funds through the Dutchess County Partnership for Manageable Growth Program to partially fund the purchase of an agricultural conservation

easement, to be held by the Dutchess Land Conservancy, on approximately 166.56 acres of Property, known as the Locust Grove Farm a/k/a the Atkins Farm (Tax Grid Number : 6465-02-586756, 6465-02-737695, and 6465-02-658682) located on Salt Point Turnpike in the Town of Pleasant Valley, Dutchess County, New York, with additional funds from the New York State Department of Agriculture and Markets in the amount of up to \$812,850, Scenic Hudson Land Trust shall contribute up to \$133,536 and the balance in the amount of \$5,000 shall be contributed by Dutchess Land Conservancy for a total contribution of \$1,084,922, and be it further

RESOLVED, that the Clerk of the Legislature is directed and empowered to give notice of said hearing pursuant to law.

CA-161-16
AMS/kvh
G-1679
10/14/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/16/2016

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 7th day of November 2016, 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 7th day of November 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0
and Source

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

Identify Line Items(s):

HO476.8020.3006.(TBD) - Easement-Conservation Atkins Farm

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

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

Additional Comments/Explanation:

The total cost of the Atkins Farm acquisition is \$1,084,922. Primary funding of \$812,850 is to be provided by the New York State Department of Agriculture and Markets and constitutes 75% of total acquisition cost. The County's PMG grant and the Scenic Hudson Land Trust will each provide \$133,536, and the Dutchess Land Conservancy will contribute \$5,000, together providing the remaining 25% project funding.

The source of County funds is Capital Account H0476, bonds approved by Dutchess County Legislature Resolution No. 2014323 to support the Partnership for Manageable Growth Open Space and Farmland Protection Matching Grant Program.

Prepared by: Brian Kehoe, Department of Planning and Development

DUTCHESS COUNTY PLANNING BOARD

RESOLUTION NO 01/2016

RECOMMENDING SIX APPLICATIONS FOR CONSIDERATION THROUGH THE PARTNERSHIP FOR MANAGABLE GROWTH PROGRAM

WHEREAS, by Resolution No. 990382, Dutchess County established the Open Space and Farmland Protection Matching Grant Program and authorized the Dutchess County Planning Board to review applications for and recommend awards of said funds; and

WHEREAS, by Resolution No. 201276, Dutchess County revised the Matching Grant Program to create the Dutchess County Partnership for Manageable Growth and to increase potential matching grant awards from a maximum of one third to a maximum of one half of the total cost of the acquisition of development rights on farmland; and

WHEREAS, by Resolution No. 2015183, Dutchess County revised the Partnership for Manageable Growth, as follows: (a) funding clarification; (b) removal of the requirement that the County be "last in" in for funding; (c) addition of a preliminary review option; (d) clarification of differences between "open space" and "farmland protection" projects; (e) stipulation that there will be no retroactive funding; (f) passive recreation only; and (g) establishment of criteria for the Municipal Planning Grants; and

WHEREAS, the Dutchess County Planning Board received six applications for matching grant funds submitted by the Dutchess Land Conservancy and/or Scenic Hudson for the acquisition of agricultural conservation easements on a total of 726 acres; and

WHEREAS, the total cost of the six farm conservation easements, including the administrative costs associated with finalizing the acquisitions, are estimated to be \$4,482,170; and

WHEREAS, the owners of the properties have signed letters of intent stating their interest in selling the development rights on the properties and granting a conservation easement restricting or limiting future non-farm development on said property; and

WHEREAS, the properties are included in an Agricultural Priority Area identified in the 2015 County Agricultural and Farmland Protection Plan; and

WHEREAS, the board finds that each of the six applicants met or exceed the program criteria; and

WHEREAS, the board has reviewed the six applications based on the program criteria, toured the farms and subsequently prioritized the projects as shown in Attachment A; therefore be it

RESOLVED, that the Dutchess County Planning Board recommends that up to \$935,855 of the total project cost described above, be awarded for the acquisition of development rights on the farms, based on the following contingencies:

- 1) Completion of administrative tasks including but not limited to survey, title search, and base line documentation pursuant to negotiation of an appropriate conservation easement;
- 2) Negotiation of an agricultural conservation easement conveying the development rights on the Farm property to the appropriate land conservancy, with such rights in New York State, Dutchess County, and the Town as appropriate for program purposes and restricting future use of the property under easement to agriculture-related uses;
- 3) Development of a Monitoring Agreement between Dutchess County and the appropriate land conservancy for the purpose of enforcing the provisions of the conservation easement acquired with Partnership for Manageable Growth Program funds;
- 4) Completion of review and approval of the proposed acquisition by the Dutchess County Legislature in its capacity as Lead Agency under the State Environmental Quality Review Act (SEQRA). And be it further

RESOLVED, that an implementation team consisting of representatives from the appropriate land conservancy, the landowners, the Dutchess County Attorney's Office, the Dutchess County Department of Planning and Development, and others as appropriate to complete administrative tasks associated with the acquisition, will be established for the purpose of completing the acquisition.

Approved by the Dutchess County Planning Board
February 23, 2016

Environment Committee Roll Call

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

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	
Absent: <u>1</u>	Motion: <u>—</u>	Yes	<u>0</u>
Vacant: <u>0</u>		Abstentions: <u>0</u>	No

2016257 SETTING A PUBLIC HEARING WITH RESPECT TO ACQUISITION OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A THE ATKINS FARM IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Date: November 3, 2016

Roll Call Sheets

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

Present: 23
 Absent: 2
 Vacant: 0

Resolution:
 Motion:

Total: 23 0
 Yes No
 Abstentions: 0

2016257 SETTING A PUBLIC HEARING WITH RESPECT TO ACQUISITION OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A THE ATKINS FARM IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Date: November 7, 2016

RESOLUTION NO. 2016258

RE: 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 AND APPROPRIATING FUNDS THEREFOR (PIN 8755.41) NOXON ROAD (CR 21) FROM ROUTE 55 TO TITUSVILLE ROAD (CR 49) IN THE TOWN OF LaGRANGE

Legislators BORCHERT, BOLNER, PULVER, MICCIO, HORTON, STRAWINSKI and SAGLIANO offer the following and move its adoption:

WHEREAS, a Project for Noxon Road (CR 21) from Route 55 to Titusville Road (CR 49) in the Town of LaGrange, Dutchess County, identified as PIN 8755.41 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Resolution No. 202053 adopted on March 11, 2002, Resolution No. 206149 adopted on June 12, 2006, Resolution No. 2011271 adopted on November 9, 2011, Resolution No. 2013227 adopted on August 12, 2013, and Resolution No. 2014183 adopted on July 7, 2014, by the Dutchess County Legislature respectively approved of and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering, right-of-way incidental and right-of-way acquisition costs, construction, construction inspection and construction supervision work, and

WHEREAS, it was subsequently found necessary to undertake additional preliminary and row incidental work and not contemplated in the original agreement authorized by the previous Resolutions, and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional preliminary engineering and row incidentals work for the project, and

WHEREAS, Dutchess County desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work for the Project or portions thereof, and

WHEREAS, this Legislature agreed with the Department of Public Works that this Project was a Type II Action and adopted Resolution No. 208403 issuing a negative declaration, now therefore, be it

RESOLVED, that the Dutchess County Legislature hereby approves the above-subject project, and it is hereby further

RESOLVED, that the Dutchess County Legislature hereby authorizes Dutchess County to pay in the first instance 100% of the federal and non-federal share of the cost of construction, construction inspection, and construction supervision work for the project or portions thereof, and it is further

RESOLVED, that the sum of \$109,000 is hereby appropriated from Capital Project H0384.5110.3250.213-2007 Roads (ISTEA/TEA21) and made available to cover the cost of participation in the above phase of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the Dutchess County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the County Executive thereof, and it is further

RESOLVED, that the County Executive or his designee is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid with the New York State Department of Transportation on behalf of the County of Dutchess in connection with the advancement or approval of the above referenced Project and providing for the administration of the Project and the municipality's first instance funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreement in connection with the project, and it is further

RESOLVED, that this resolution shall take effect immediately.

CA-143-16
CAB/kvh/R-0907-B
10/03/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/16/2016

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 7th day of November 2016, 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 7th day of November 2016.


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 \$ 109,000

Total Current Year Revenue \$ 88,955
and Source

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

Identify Line Items(s):
H0384.5110.3250.213

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: \$20,045

Additional Comments/Explanation:

This F.I.S. is to the resolution request to accept Supplemental Agreement # 5 for additional funds for Preliminary Engineering and ROW Incidentals from NYSDOT for PIN 8755.41 Noxon Road (CR 21); RT 55 to Tuttsville Road (CR 49), Town of LaGrange

Prepared by: Rosanne M. Hall, Contract Specialist 486-2924

Prepared On: 09/26/16

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*	<i>absent</i>	
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u> </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2016258 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 AND APPROPRIATING FUNDS THEREFOR (PIN 8755.41) NOXON ROAD (CR 21) FROM ROUTE 55 TO TITUSVILLE ROAD (CR 49) IN THE TOWN OF LaGRANGE

Date: November 3, 2016

Roll Call Sheets

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

Present: 23 Resolution: Total: 23 0
 Absent: 2 Motion: Yes No
 Vacant: 0 Abstentions: 0

2016258 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELL" PROGRAM-AID ELIGIBLE COSTS OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFOR (PIN 8755.41) NOXON ROAD (CR 21) FROM ROUTE 55 TO TITUSVILLE ROAD (CR 49) IN THE TOWN OF LaGRANGE

Date: November 7, 2016

RESOLUTION NO. 2016259

RE: 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 AND APPROPRIATING FUNDS THEREFORE (PIN 8755.45) RECONSTRUCTION/REALIGNMENT OF MYERS CORNERS ROAD (CR 93) FROM ALL ANGELS HILL ROAD (CR 94) TO STATE ROUTE 376 IN THE TOWN OF WAPPINGER

Legislators BORCHERT, BOLNER, PULVER, MICCIO, HORTON, SAGLIANO, and STRAWNSKI offer the following and move its adoption:

WHEREAS, a Project entitled Reconstruction/Realignment to Myers Corners Road (CR 93) from All Angels Hill Road (CR 94) to State Route 376 in the Town of Wappinger, Dutchess County PIN 8755.45 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, Resolution Nos. 2016111 and 207020 adopted by the County Legislature on May 8, 2006 and February 9, 2007, respectively, approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering work, and

WHEREAS, it was subsequently found necessary to undertake additional preliminary engineering work not contemplated in the original agreement authorized by the previous Resolutions; and

WHEREAS, it has been found necessary to increase the federal and non-federal share of costs for the additional preliminary engineering work for the Project, now, therefore, be it

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

RESOLVED, that Dutchess County approves of the above subject Project, and it is further

RESOLVED, that this Legislature hereby authorizes Dutchess County to pay in the first instance 100% of the federal and non-federal share of the cost of the additional preliminary engineering work for the Project or portions thereof; and be it further

RESOLVED, that the sum of \$31,000 (\$271,000 minus previous \$240,000) is hereby appropriated and made available pursuant to Bond H 0384.5110 – 2007 Roads (ISTEA/TEA21) to cover the cost of participation in this phase of the Project, and it is further

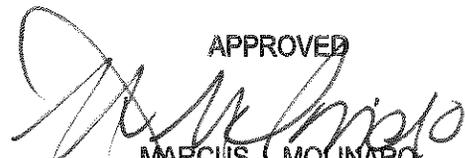
RESOLVED, that in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, this Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the County Executive thereof, and it is further

RESOLVED, that the County Executive or his designee be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County with the New York State Department of Transportation in connection with the advancement or approval of the Project providing for the administration of the Project and the County's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefor that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, that this Resolution shall take effect immediately.

CA-158-16
CAB/kvh/R-0946
09/30/16
Fiscal Impact: See attached statement.

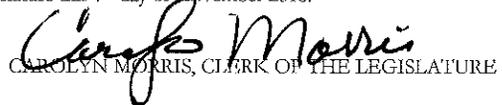
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/16/2016

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 7th day of November 2016, 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 7th day of November 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 133,725

Total Current Year Revenue \$ 24,800
and Source

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

Identify Line Items(s):
H0384.5110.3250.213

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: \$108,925

Additional Comments/Explanation:

This F.I.S. is related to the resolution request to accept Supplemental Agreement # 4 for additional Preliminary Engineering funds from NYSDOT for PIN 8755.45 Myers Corners Rd. (CR 93); All Angels Hill Rd. to Route 376, Town of Wappinger

Prepared by: Rosanne M. Hall, Contract Specialist, 486-2924

Prepared On: 09/26/16

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: Dutchess County
PIN: 8755.45
BIN: N/A
Comptroller's Contract No: D024757
Supplemental Agreement No. 4
Date Prepared & By: 9/19/2016ds

SUPPLEMENTAL AGREEMENT NO 4 to D024757

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York, 12232, on behalf of New York State ("State");

And

Dutchess County (the Municipality/Sponsor)
Acting by and through the County Executive
With its office at 22 Market Street, City of Poughkeepsie, Dutchess County, New York

This amends the existing Agreement between the parties in the following respects only:

X Amends a previously adopted Schedule A by:

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
- X adding additional funding:

- adding 1,2,3 phase which covers eligible costs incurred on/after xxxx

- adding phase which covers eligible costs incurred on/after xxxx

- X increasing funding for a project phases -Preliminary Engineering 9/14/2016

- X adding a pin extension

- change from Non-Marchiselli to Marchiselli

- deleting/reducing a project phase(s)

- other (xxxxx)

- Amends a previously adopted Schedule "B"

- X Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act

- Amends the Text of the Agreement as follows:

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: Dutchess County
PIN: 8755.45
BIN: N/A
Comptroller's Contract No: D024757
Supplemental Agreement No. 4
Date Prepared & By: 9/19/2016ds

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

Approved for the Municipality/Sponsor

Municipality/Sponsor Attorney:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: ____/____/____

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

On this _____ day of _____, 2016 before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution or other authorization which was duly adopted on _____ and which a certified copy is attached and made a part hereof, and that he/she signed his/her name thereto by like order.

Notary Public

By: _____
For Commissioner of Transportation

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

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

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

Press F1 to read instructions in blank fields

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 8755.45

OSC Municipal Contract #: D024757 Contract Start Date: 3/14/2006 (mm/dd/yyyy) Contract End Date: 12/30/2022 (mm/dd/yyyy)
 Check, if date changed from the last Schedule A

Purpose: Original Standard Agreement Supplemental Schedule A No. 4

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Dutchess County
 State Administered Other Municipality/Sponsor (if applicable): _____

List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

Municipality: _____ % of Cost share.
 Municipality: _____ % of Cost share.
 Municipality: _____ % of Cost share.

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: HWY SAFETY County (if different from Municipality): Dutchess

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):
 Project Description: Myers Corners Rd (CR93); All Angels Rd - Route 376, Town of Wappinger

Marchiselli Allocations Approved FOR ALL PHASES: All totals will calculate automatically.

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$36,000.0	\$48,950.0	\$0.00	\$84,950.00
<input type="checkbox"/>	Current SFY	\$0.00	\$0.00	\$0.00	\$ 0.00
Authorized Allocations to Date		\$36,000.00	\$48,950.00	\$ 0.00	\$84,950.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES: For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
8755.45.121 122.123	Current	STP	\$271,000.00	\$216,800.00	\$36,000.00 *	\$18,200.00	\$
	Old	STP (80%)	\$210,000.00	\$192,000.00	\$36,000.00	\$12,000.00	\$
8755.45.221 222.223	Current	STP (80%)	\$363,000.00	\$290,400.00	\$48,950.00	\$23,650.00	\$
	Old	STP (80%)	\$290,000.00	\$290,400.00	\$48,950.00	\$23,650.00	\$
	Current		\$ 0.00	\$	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$634,000.00	\$507,200.00	\$84,950.00	\$41,850.00	\$ 0.00

NYS DOT/State-Local Agreement - Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8755.45.NPS R.	Current	100% Local	\$102,725.00	\$	\$	\$102,725.00
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
	Current		\$ 0.00	\$	\$	\$
	Old		\$ 0.00	\$	\$	\$
TOTAL CURRENT COSTS:			\$102,725.00	\$ 0.00	\$ 0.00	\$102,725.00

C. Total Local Deposit(s) Required for State Administered Projects: \$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$507,200.00	\$84,950.00	\$ 0.00	\$144,575.00	\$736,725.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed) Name: Doreen Holsopple
Phone No: 845-431-5977

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

**APPENDIX 2-S
IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*	<i>absent</i>	
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

Present: <u> 11 </u>	Resolution: <u> ✓ </u>	Total : <u> 11 </u>	<u> 0 </u>
Absent: <u> 1 </u>	Motion: <u> </u>	Yes	No
Vacant: <u> 0 </u>		Abstentions: <u> 0 </u>	

2016259 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 AND APPROPRIATING FUNDS THEREFORE (PIN 8755.45) RECONSTRUCTION/REALIGNMENT OF MYERS CORNERS ROAD (CR 93) FROM ALL ANGELS HILL ROAD (CR 94) TO STATE ROUTE 376 IN THE TOWN OF WAPPINGER

Date: November 3, 2016

Roll Call Sheets

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

Present: 23 Resolution: Total: 23 0
 Absent: 20 Motion: Yes No
 Vacant: 0 Abstentions: 0

2016259 AUTHORIZING THE IMPLEMENTATION AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELL" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT AND APPROPRIATING FUNDS THEREFORE (PIN 8755.45) RECONSTRUCTION/REALIGNMENT OF MYERS CORNERS ROAD (CR 93) FROM ALL ANGELS HILL ROAD (CR 94) TO STATE ROUTE 376 IN THE TOWN OF WAPPINGER

Date: November 7, 2016

RESOLUTION NO. 2016260

RE: 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, AND APPROPRIATING FUNDS THEREFOR (PIN 8755.91) REHABILITATION OF BRIDGE C-19 (BIN 3342820) CR 14, (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON

Legislators BORCHERT, BOLNER, PULVER, MICCIO, TRUITT, SAGLIANO and STRAWINSKI offer the following and move its adoption:

WHEREAS, a bridge rehabilitation C-19 project for Hollow Road (CR 14) over Little Wappinger Creek (BIN 3342820) in the Town of Clinton, Dutchess County, PIN 8755.91 (the "Project") is eligible for funding under Title 23, U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds, and

WHEREAS, Dutchess County desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction, construction inspection and construction supervision, and

WHEREAS, the Department of Public Works has determined that the bridge improvement project: (i) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law NCR 617, 5(c)(2) and (c)(4) and (ii) will not have a significant adverse impact on the environment; now therefore be it

RESOLVED, that the Dutchess County Legislature hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Dutchess County Legislature hereby authorizes Dutchess County to pay in the first instance 100% of the federal and non-federal share of the cost of the construction, construction inspection, and construction supervision work for the project or portions thereof, and it is further

RESOLVED, that the sum of \$1,873,000 is hereby appropriated from Capital Project H0289.5120.3450.213 – 2000 Bridges (ISTEA/TEA21) and made available to cover the cost of participation in the above phase of the Project, and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Dutchess County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Dutchess County Executive thereof, and it is further

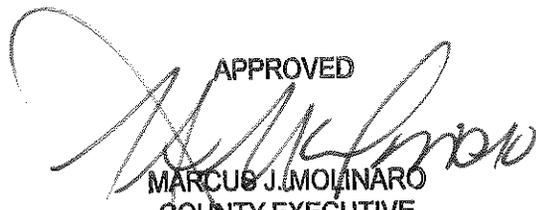
RESOLVED, that the County Executive be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable

Marchiselli Aid on behalf of Dutchess County with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a copy of this resolution shall be filed with the New York State Commissioner of Transportation by attaching it to any necessary executed agreement in connection with the project, and it is further

RESOLVED, that this resolution shall take effect immediately.

CA-144-16
CAB/kvh/R-0948
10/03/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/10/2016

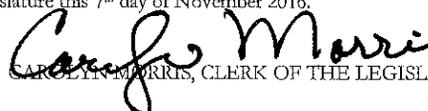
STATE OF NEW YORK

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 7th day of November 2016, 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 7th day of November 2016.


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 \$ 1,873,000

Total Current Year Revenue \$ 1,252,800
and Source

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

Identify Line Items(s):
H0289.5120.3450.213

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: \$620,200

Additional Comments/Explanation:

This F.I.S. is related to the resolution request to accept Supplemental Agreement # 3 for Construction and Construction Inspection funds from NYSDOT for PIN 8755.91 Hollow Road (CR 14) over Little Wappinger Creek (Bridge C-19) (BIN 3342820) in the Town of Clinton.

Prepared by: Rosanne M. Hall, Contract Specialist, 486-2924

Prepared On: 09/26/16

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*	<i>absent</i>	
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u> </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2016260 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, AND APPROPRIATING FUNDS THEREFOR (PIN 8755.91) REHABILITATION OF BRIDGE C-19 (BIN 3342820) CR 14, (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON

Date: November 3, 2016

Roll Call Sheets

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

Present: 23
 Absent: 2
 Vacant: 0

Resolution:
 Motion:

Total: 23 0
 Yes No
 Abstentions: 0

2016260 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, AND APPROPRIATING FUNDS THEREFOR (PIN 8755.91) REHABILITATION OF BRIDGE C-19 (BIN 3342820) CR 14, (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON

Date: November 7, 2016

RESOLUTION NO. 2016261

RE: AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT
FROM PAUL E. VACCARO AND IONA B. VACCARO
IN CONNECTION WITH THE PROJECT KNOWN AS
MYERS CORNERS ROAD (CR 93) IMPROVEMENTS,
TOWN OF WAPPINGER (PIN 8755.45)

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

WHEREAS, the Department of Public Works has proposed the improvement of Myers Corners Road (CR 93) in the Town of Wappinger, which project (PIN 8755.45) includes the acquisition of portions of certain properties, and

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

WHEREAS, the Department of Public Works has made a determination that in order to improve Myers Corners Road (CR 93) in the Town of Wappinger, it is necessary to acquire a permanent easement on a portion of real property, as follows: a 1,381.91 +/- square foot parcel as shown on Map 14, Parcel 19, on 254 Myers Corners Road (CR 93), in the Town of Wappinger, Dutchess County, and is described as Parcel Identification Number 135689-6258-02-866536-0000, presently owned by Paul E. Vaccaro and Iona B. Vaccaro, and

WHEREAS, the purchase price to acquire the permanent easement, 1,381.91 +/- square foot parcel) is \$3,000, to the property owners, Paul E. Vaccaro and Iona B. Vaccaro, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owners is annexed hereto, and

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

WHEREAS, the Commissioner of Public Works has recommended that the subject property be acquired for the total sum of \$3,000, plus an authorization to spend up to an additional \$1,000.00 in related expenses, if necessary; now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of the Permanent Easement of the property described above in the Town of Wappinger, will not have a significant impact on the environment, and be it further

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Purchase Real Property in substantially the same form as annexed hereto along with any other necessary documents in connection with the Permanent Easement, and be it further

RESOLVED, that on the receipt from the property owners of the executed deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay the necessary associated fees and/or expenses in connection with the Permanent Easement.

CA-156-16
CAB/kvh/R-0948-M
10/13/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/10/2016

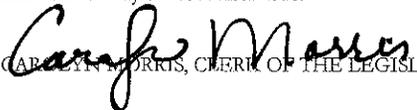
STATE OF NEW YORK

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 7th day of November 2016, 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 7th day of November 2016.


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 \$ 4,000

Total Current Year Revenue \$ 3,800
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): \$200
Over Five Years: _____

Additional Comments/Explanation:

PIN 8755.45: MYERS CORNERS ROAD (CR 93) IMPROVEMENTS PROJECT, TOWN OF WAPPINGER, DUTCHESS COUNTY, NEW YORK

Authorization to acquire a permanent easement to a 1,381.91+/- square foot parcel as shown on Map 14, Parcel 19 for the purchase price of \$3,000.00 from Paul E. Vaccaro and Iona B. Vaccaro.

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

Prepared by: Matthew W. Davis

Prepared On: 10/11/16

EXECUTED IN DUPLICATE

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Myers Corners Road (CR 93) Improvements
PIN OR CIN: 8755.45

Map: 14

Parcel(s): 19

This Agreement by and between PAUL E. VACCARO and IONA B. VACCARO, residing at 254 Myers Corners Road, Wappinger Falls, New York 12590, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York 12601 hereinafter referred to as "Buyer".

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

- all right title and interest to 0± square feet of real property. Purchase price is
- a permanent easement to 1381.91± square feet of real property. Purchase price is \$3,000.
- a temporary easement to 0± square feet of real property. Purchase price is

Located at 254 Myers Corners Road, Town of Wappinger, Dutchess County, New York, and is further described as parcel(s) 19 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated April 17, 1969 and recorded April 17, 1969 in Liber 1263 at Page 164 in the Office of the County Clerk for Dutchess County (re: Grid #6258-02-866536),

- 2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: trees, lawn and asphalt
- 3. PURCHASE PRICE. The total purchase price is THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.
- 4. CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location, on or about November 1, 2016. This Agreement may be subject to the approval of the Dutchess County Legislature.
- 5. BUYER'S POSSESSION OF THE PROPERTY. The Buyer shall provide full payment of the purchase price stated in paragraph 3 to the Seller prior to taking possession of the property rights. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
- 6. TERM OF TEMPORARY EASEMENT. The term of the Temporary Easement(s) shall be for 3 years. The commencement date may be up to nine (9) months after the date of execution of the Temporary Easement. The Temporary Easement may be extended for two (2) additional one year terms at the option of the Buyer. Thirty (30) days prior to the expiration of the term or extended term of the Temporary Easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the Temporary Easement for an additional one year. The cost of each additional one year term shall be \$200. The Buyer shall include a check for the sum of \$200 with said written notification to the Seller.

7. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
 - A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
9. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this _____ day of _____, 2016, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Department of Law

SELLER: *Paul E. Vaccaro*
Paul E. Vaccaro

SELLER: *Iona B. Vaccaro*
Iona B. Vaccaro

APPROVED AS TO CONTENT:

[Signature]
Department of Public Works,

COUNTY OF DUTCHESS

Print Name: _____

Title: _____

Date: _____

'EXHIBIT A'
 COUNTY OF DUTCHESS
 DEPARTMENT OF PUBLIC WORKS

Rev2

MAP NO. 14
 PARCEL NO. 19
 SHEET 1 OF 2



REALIGNMENT OF
 COUNTY ROUTE 93
 MYERS CORNERS ROAD

PI# 8755.45

Town of Wappinger
 County of Dutchess
 State of New York

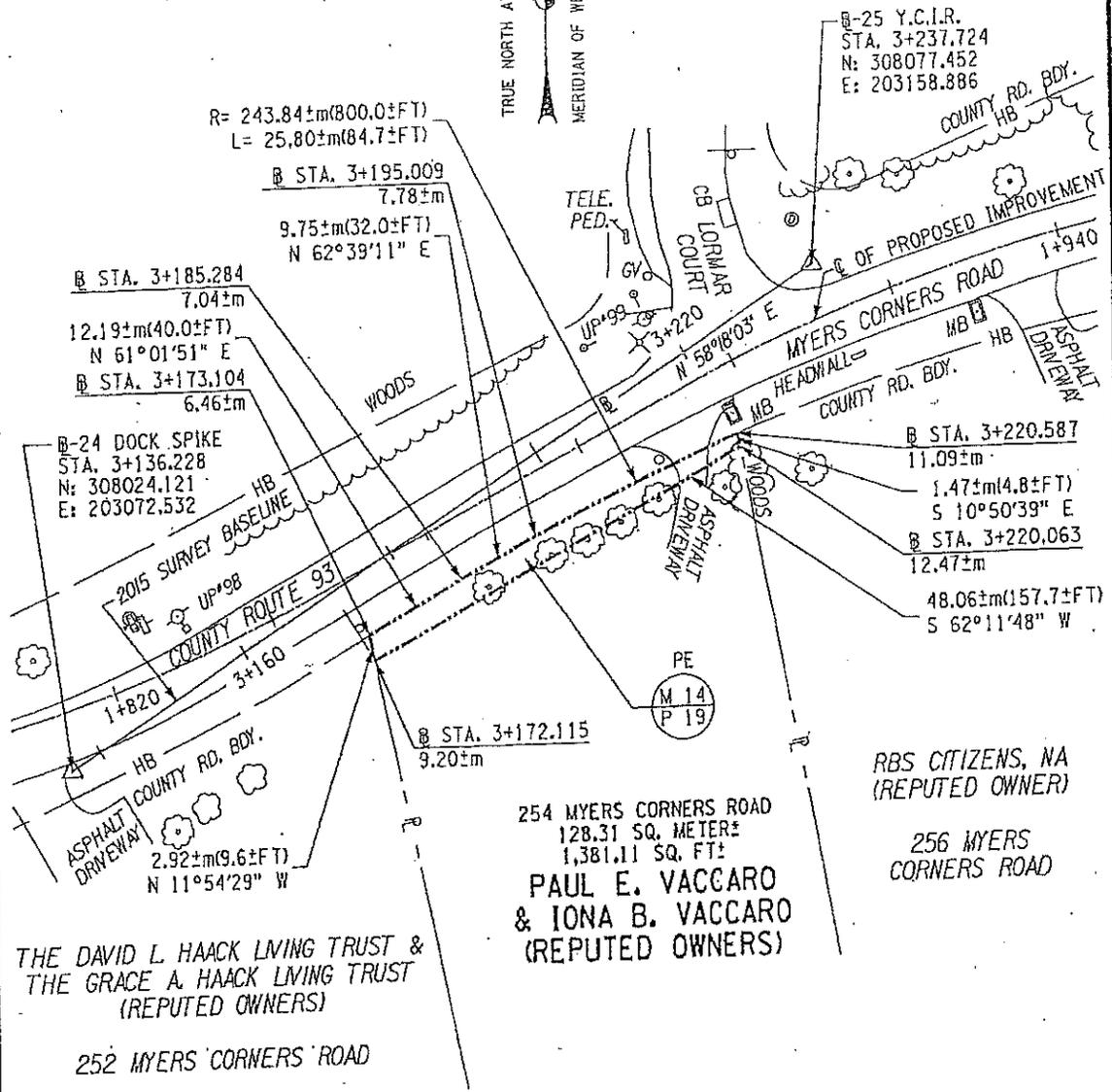
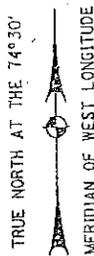
Originals of this map (sheets 1 & 2)
 are on file at the offices of the
 Dutchess County Department of
 Public Works.

PAUL E. VACCARO
 & IONA B. VACCARO
 (REPUTED OWNERS)

CCD: L. 1263 P. 164

REPUTED OWNERS:
 PAUL E. VACCARO
 & IONA B. VACCARO
 254 Myers Corners Road
 Wappinger Falls, NY 12590

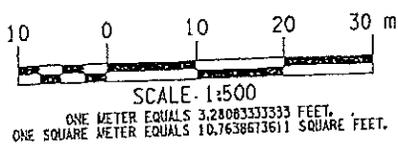
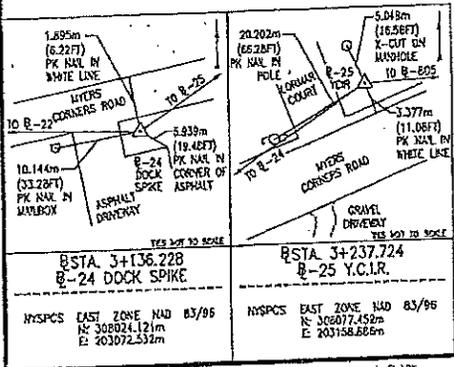
ACQUISITION DESCRIPTION:
 Type: PERMANENT EASEMENT
 Portion of Real Property Tax
 Parcel ID No.
 135689-6258-02-866536-0000



THE DAVID L. HAACK LIVING TRUST &
 THE GRACE A. HAACK LIVING TRUST
 (REPUTED OWNERS)
 252 MYERS CORNERS ROAD

254 MYERS CORNERS ROAD
 128.31 SQ. METER±
 1,381.11 SQ. FT±
 PAUL E. VACCARO
 & IONA B. VACCARO
 (REPUTED OWNERS)

RBS CITIZENS, NA
 (REPUTED OWNER)
 256 MYERS
 CORNERS ROAD



MAP NUMBER _____
 REVISED DATE _____
 DATE PREPARED _____

FILE NAME: G:\MUNICIPAL\RBS\CORNER\RD\Map\Map14.dwg



REALIGNMENT OF
COUNTY ROUTE 93
MYERS CORNERS ROAD

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8755.45

MAP NO. 14
PARCEL NO. 19
SHEET 2 OF 2

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in a permanent easement, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 1-18 of the Highway Law and Eminent Domain Procedure Law.

A. PERMANENT EASEMENT TO BE EXERCISED IN, ON AND OVER THE PROPERTY ABOVE DELINEATED FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THEREON THE WIDENING OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) FOR THE REALIGNMENT OF ROUTE 93 (MYERS CORNERS ROAD) IMPROVEMENTS, IN AND TO ALL THAT PIECE OR PARCEL OF PROPERTY DESIGNATED AS PARCEL NO. 19, SITUATE IN THE TOWN OF WAPPINGER, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF PAUL E. VACCARO AND IONA B. VACCARO (REPUTED OWNERS) ON THE WEST AND THE PROPERTY OF RBS CITIZENS, NA (REPUTED OWNER) ON THE EAST, SAID POINT BEING 11.09±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+220.587± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (MYERS CORNERS ROAD); THENCE SOUTH 10°-50'-39" EAST ALONG SAID DIVISION LINE 1.47±m(4.8±FT.) TO A POINT 12.47±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+220.063± OF SAID BASELINE; THENCE SOUTH 62°-11'-48" WEST THROUGH THE PROPERTY OF PAUL E. VACCARO AND IONA B. VACCARO (REPUTED OWNERS) 48.06±m(157.7±FT.) TO A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OF THE DAVID L. HAACK LIVING TRUST AND THE GRACE A. HAACK LIVING TRUST (REPUTED OWNERS) ON THE WEST AND THE PROPERTY OF PAUL E. VACCARO AND IONA B. VACCARO (REPUTED OWNERS) ON THE EAST, THE LAST MENTIONED POINT BEING 9.20±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+172.115 OF SAID BASELINE; THENCE NORTH 11°-54'-29" WEST ALONG THE LAST MENTIONED DIVISION LINE 2.92±m(9.6±FT.) TO ITS INTERSECTION WITH THE FIRST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), THE LAST MENTIONED POINT BEING 6.46±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+173.104± OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 61°-01'-51" EAST 12.19±m(40.0±FT.) TO A POINT 7.04±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+185.284± OF SAID BASELINE; (2) NORTH 62°-39'-11" EAST 9.75±m(32.0±FT.) TO A POINT 7.78±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+195.009± OF SAID BASELINE; AND (3) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 243.84±m(800.0±FT.), A DISTANCE OF 25.80±m(84.7±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 128.31± SQUARE METERS (1,381.11± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2015 SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 3+136.226; THENCE NORTH 58°-18'-03" EAST TO STATION 3+237.724.

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

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

Date _____ 2016

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

Recommended by:

Date _____ 2016

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

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

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

Date _____ 2016

Mark DeLor - Land Surveyor
P.L.S. License No. 050478

Maser Consulting P.A.
12 Metro Park Road, Suite 104
Albany, NY 12205

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED _____

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present:	<u>11</u>	Resolution:	<u>✓</u>
Absent:	<u>1</u>	Motion:	<u>—</u>
Vacant:	<u>0</u>	Total :	<u>11</u> <u>0</u>
		Abstentions:	<u>0</u> <u>0</u>

2016261 AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT FROM PAUL E. VACCARO AND IONA B. VACCARO IN CONNECTION WITH THE PROJECT KNOWN AS MYERS CORNERS ROAD (CR 93) IMPROVEMENTS, TOWN OF WAPPINGER (PIN 8755.45)

Date: November 3, 2016

Roll Call Sheets

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

Present: 23 Resolution: Total : 23 0
 Absent: 2 Motion: Yes No
 Vacant: 0 Abstentions: 0

2016261 AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT FROM PAUL E. VACCARO AND IONA B. VACCARO IN CONNECTION WITH THE PROJECT KNOWN AS MYERS CORNERS ROAD (CR 93) IMPROVEMENTS, TOWN OF WAPPINGER (PIN 8755.45)

Date: November 7, 2016

RESOLUTION NO. 2016262

RE: AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT FROM DAVID L. HAACK AND GRACE A. HAACK, AS TRUSTEES OF THE DAVID L. HAACK LIVING TRUST AND GRACE A. HAACK AND DAVID L. HAACK, AS TRUSTEES OF THE GRACE A. HAACK LIVING TRUST IN CONNECTION WITH THE PROJECT KNOWN AS MYERS CORNERS ROAD (CR 93) IMPROVEMENTS, TOWN OF WAPPINGER (PIN 8755.45)

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

WHEREAS, the Department of Public Works has proposed the improvement of Myers Corners Road (CR 93) in the Town of Wappinger, Dutchess County, which project (PIN 8755.45) includes the acquisition of portions of certain properties, and

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

WHEREAS, the Department of Public Works has made a determination that in order to improve Myers Corners Road (CR 93) in the Town of Wappinger, Dutchess County, it is necessary to acquire a permanent easement on a portion of real property located at 260 Myers Corners Road in the Town of Wappinger, as follows: 216.03+/- square foot parcel as shown on Map 13, Parcel 17, and described as Parcel Identification Number 135689-6258-02-851528-0000, presently owned by David L. Haack and Grace A. Haack as Trustees of the David L. Haack Living Trust and Grace A. Haack and David L. Haack, as Trustees of the Grace A. Haack Living Trust; and

WHEREAS, the purchase price to acquire the permanent easement (216.03 +/- square foot parcel) is \$500, to the property owners, David L. Haack and Grace A. Haack as Trustees of the David L. Haack Living Trust and Grace A. Haack and David L. Haack, as Trustees of the Grace A. Haack Living Trust, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owner is annexed hereto, and

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

WHEREAS, the Commissioner of Public Works has recommended that the subject property be acquired for the total sum of \$500, plus an authorization to spend up to an additional \$1,000.00 in related expenses, if necessary; NOW, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of the Permanent Easement of the property described above in the Town of Wappinger, will not have a significant impact on the environment, and be it further

RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Purchase Real Property in substantially the same form as annexed hereto along with any other necessary documents in connection with the Permanent Easement, and be it further

RESOLVED, that on the receipt from the property owner of the executed deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay the necessary associated fees and/or expenses in connection with the easement.

CA-157-16
CAB/kvh/R-0948-L
10/13/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/16/2016

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 7th day of November 2016, 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 7th day of November 2016.


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 \$ 1,500

Total Current Year Revenue \$ 1,425
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): \$75
Over Five Years: _____

Additional Comments/Explanation:

PIN 8755.45: MYERS CORNERS ROAD (CR 93) IMPROVEMENTS PROJECT, TOWN OF WAPPINGER, DUTCHESS COUNTY, NEW YORK

Authorization to acquire a permanent easement to a 216.03+/- square foot parcel as shown on Map 13, Parcel 17 for the purchase price of \$500.00.

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

Prepared by: Matthew W. Davis

Prepared On: 10/11/16

EXECUTED IN DUPLICATE

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Myers Corners Road (CR 93) Improvements
PIN OR CIN: 8755.45

Map: 13

Parcel(s): 17

This Agreement by and between DAVID L. HAACK AND GRACE A. HAACK, AS TRUSTEES OF THE DAVID L. HAACK LIVING TRUST, DATED 4/24/13; AND GRACE A. HAACK AND DAVID L. HAACK, AS TRUSTEES OF THE GRACE A. HAACK LIVING TRUST, DATED 4/24/13, residing at 260 Myers Corners Road, Wappinger Falls, New York 12590, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York 12601 hereinafter referred to as "Buyer".

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:
- all right title and interest to 0± square feet of real property. Purchase price is
 - a permanent easement to 216.03± square feet of real property. Purchase price is \$500.
 - a temporary easement to 0± square feet of real property. Purchase price is

Located at 252 Myers Corners Road, Town of Wappinger, Dutchess County, New York, and is further described as parcel(s) 17 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain Bargain and Sale Deed dated May 10, 1991 and recorded May 10, 1991 in Liber 1892 at Page 347 in the Office of the County Clerk for Dutchess County (re: Grid #6258-02-851528),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: lawn.
3. PURCHASE PRICE. The total purchase price is FIVE HUNDRED AND 00/100 DOLLARS (\$500.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.
4. CLOSING DATE AND PLACE. Transfer of Title shall take place through the mail or at a mutually acceptable location, on or about November 1, 2016. This Agreement may be subject to the approval of the Dutchess County Legislature.
5. BUYER'S POSSESSION OF THE PROPERTY. The Buyer shall provide full payment of the purchase price stated in paragraph 3 to the Seller prior to taking possession of the property rights. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
6. TERM OF TEMPORARY EASEMENT. The term of the Temporary Easement(s) shall be for 3 years. The commencement date may be up to nine (9) months after the date of execution of the Temporary Easement. The Temporary Easement may be extended for two (2) additional one year terms at the option of the Buyer. Thirty (30) days prior to the expiration of the term or extended term of the Temporary Easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the Temporary Easement for an additional one year. The cost of each

additional one year term shall be \$33. The Buyer shall include a check for the sum of \$33 with said written notification to the Seller.

7. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
- A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.
8. MARKETABILITY OF TITLE. Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3, and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
9. RECORDING COSTS AND CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This agreement when signed by both the Buyer and the Seller will be the record of the complete agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this _____ day of _____, 2016, the parties have entered into this Agreement.

THE DAVID L. HAACK LIVING TRUST, DATED
4/24/13; AND THE GRACE A. HAACK LIVING
TRUST, DATED 4/24/13

APPROVED AS TO FORM:

SELLER:

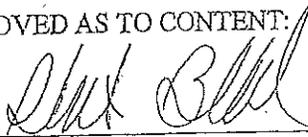
David L. Haack, Trustee
David L. Haack as Trustee

Department of Law

THE DAVID L. HAACK LIVING TRUST, DATED
4/24/13; AND THE GRACE A. HAACK LIVING
TRUST, DATED 4/24/13

SELLER: Grace A. Haack
Grace A. Haack, as Trustee

APPROVED AS TO CONTENT:


Department of Public Works

COUNTY OF DUTCHESS

Print Name: _____

Title: _____

Date: _____



REALIGNMENT OF
COUNTY ROUTE 93
MYERS CORNERS ROAD

'EXHIBIT A'
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

PIN 8755.45

MAP NO. 13
PARCEL NO. 17
SHEET 2 OF 2

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

A PERMANENT EASEMENT TO BE EXERCISED IN, ON AND OVER THE PROPERTY ABOVE DELINEATED FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THEREON THE WIDENING OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) FOR THE REALIGNMENT OF ROUTE 93 (MYERS CORNERS ROAD) IMPROVEMENTS, IN AND TO ALL THAT PIECE OR PARCEL OF PROPERTY DESIGNATED AS PARCEL NO. 17, SITUATE IN THE TOWN OF WAPPINGER, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF PAUL E. VACCARO AND JONA B. VACCARO (REPUTED OWNERS) ON THE EAST AND THE PROPERTY OF THE DAVID L. HAACK LIVING TRUST AND THE GRACE A. HAACK LIVING TRUST (REPUTED OWNERS) ON THE WEST, SAID POINT BEING 6.46±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+173.104± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (MYERS CORNERS ROAD); THENCE SOUTH 11°-54'-29" EAST 2.92±m(9.6±FT.) TO A POINT 9.20±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+172.115± OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF THE DAVID L. HAACK LIVING TRUST AND THE GRACE A. HAACK LIVING TRUST (REPUTED OWNERS) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 62°-11'-48" WEST 6.94±m(22.8±FT.) TO A POINT 8.73±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+165.187± OF SAID BASELINE; AND (2) NORTH 28°-58'-09" WEST 2.65±m(8.7±FT.) TO A POINT ON THE FIRST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD), THE LAST MENTIONED POINT BEING 6.09±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 3+165.314± OF SAID BASELINE; THENCE NORTH 61°-01'-51" EAST ALONG THE LAST MENTIONED SOUTHERLY BOUNDARY OF COUNTY ROUTE 93 (MYERS CORNERS ROAD) 7.80±m(25.6±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 20.07± SQUARE METERS (216.03± SQUARE FEET) MORE OR LESS.

RESERVING, HOWEVER, TO THE OWNER OF ANY RIGHT, TITLE, OR INTEREST IN AND TO THE PROPERTY ABOVE DELINEATED, AND SUCH OWNER'S SUCCESSORS OR ASSIGNS, THE RIGHT OF ACCESS AND THE RIGHT OF USING SAID PROPERTY AND SUCH USE SHALL NOT BE FURTHER LIMITED OR RESTRICTED UNDER THIS EASEMENT BEYOND THAT WHICH IS NECESSARY TO EFFECTUATE ITS PURPOSES FOR, AND ESTABLISHED BY, THE CONSTRUCTION OR RECONSTRUCTION AND AS SO CONSTRUCTED OR RECONSTRUCTED, THE MAINTENANCE, OF THE HEREIN IDENTIFIED PROJECT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2015 SURVEY BASELINE FOR THE REALIGNMENT OF COUNTY ROUTE 93 (MYERS CORNERS) ROAD, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 3+136.228; THENCE NORTH 58°-18'-03" EAST TO STATION 3+237.724.

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

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

Date _____ 2016

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

Recommended by:

Date _____ 2016

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

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

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

Date _____ 2016

Mark DeLor - Land Surveyor
P.L.S. License No. 050478

Maser Consulting P.A.
12 Metro Park Road, Suite 104
Abony, NY 12205

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED _____

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*	<i>absent</i>	
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>
Absent: <u>1</u>	Motion: <u> </u>	Yes <u>0</u>
Vacant: <u>0</u>		No <u>0</u>

2016262 AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT FROM DAVID L. HAACK AND GRACE A. HAACK, AS TRUSTEES OF THE DAVID L. HAACK LIVING TRUST AND GRACE A. HAACK AND DAVID L. HAACK, AS TRUSTEES OF THE GRACE A. HAACK LIVING TRUST IN CONNECTION WITH THE PROJECT KNOWN AS MYERS CORNERS ROAD (CR 93) IMPROVEMENTS, TOWN OF WAPPINGER (PIN 8755.45)

Date: November 3, 2016

Roll Call Sheets

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

Present:	<u>23</u>	Resolution:	<input checked="" type="checkbox"/>	Total:	<u>23</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<input type="checkbox"/>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2016262 AUTHORIZATION TO ACQUIRE PERMANENT EASEMENT FROM DAVID L. HAACK AND GRACE A. HAACK, AS TRUSTEES OF THE DAVID L. HAACK LIVING TRUST AND GRACE A. HAACK AND DAVID L. HAACK, AS TRUSTEES OF THE GRACE A. HAACK LIVING TRUST IN CONNECTION WITH THE PROJECT KNOWN AS MYERS CORNERS ROAD (CR 93) IMPROVEMENTS, TOWN OF WAPPINGER (PIN 8755.45)

Date: November 7, 2016

RESOLUTION NO. 2016263

RE: AUTHORIZING TWO ACQUISITIONS IN FEE OF REAL PROPERTY FROM JIN CHUNG a/k/a JIN KIDD and JOHN KIDD FOR REHABILITATION OF BRIDGE S-37 (BIN 3343850) COUNTY ROUTE 19 (BULLS HEAD ROAD) OVER THE LITTLE WAPPINGER CREEK, TOWN OF STANFORD

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

WHEREAS, the Department of Public Works has proposed the rehabilitation of Bridge S-37 (BIN 3343850) County Route 19 (Bulls Head Road) over the Little Wappinger Creek located in the Town of Stanford, Dutchess County, which project includes the acquisition of a portion of a certain real property, and

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

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

WHEREAS, the Department of Public Works has made a determination that in order to improve said bridge, it is necessary to acquire two fee acquisitions from property presently owned by Jin Chung a/k/a Jin Kidd and John Kidd, and

WHEREAS, the two acquisitions in fee are portions of parcel numbers 135200-6668-00-80976-000 and 135200-6668-00-795007 and described as 346 square feet more or less as shown on Map 4, Parcel 8, and 133 square feet more or less as shown on Map No. 4, Parcel No 9, a copy of which is annexed hereto, and

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

WHEREAS, the Commissioner of Public Works has recommended that the subject property, two Fee Acquisitions, be purchased for the sum of \$530.00 plus up to \$1,000.00 for related expenses necessary and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of

the properties described above in the Town of Stanford, will not have a significant effect on the environment, and be it further

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

RESOLVED, that upon the submission by the property owner of a deed to the aforementioned land, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that payment be made to the property owner in the sum of \$530.00 for Fee Acquisitions in accordance with the Agreement to Purchase, that the County reimburse Grantor for fees associated with the Release of Mortgage application, if any, and pay all necessary transfer tax and filing fees.

CA-160-16
CAB/ca/sc
R-0958-F and R-0958-G
10/13/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/16/2016

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 7th day of November 2016, 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 7th day of November 2016.


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 \$ 1,530

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):
HO289.5120.3009 2000 Bridges (ISTEA/TEA21)

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$1,530
Over Five Years: _____

Additional Comments/Explanation:

BRIDGE S-37 BULLS HEAD ROAD (COUNTY ROUTE 19) OVER THE LITTLE WAPPINGER CREEK
TOWN OF STANFORD, DUTCHESS COUNTY, NEW YORK
Authorization to acquire in Fee a 346+/- square foot parcel as shown on Map 4, Parcel 8, and a 133+/- square foot parcel
as shown on Map 4, Parcel 9 for the combined purchase price of \$530.00 from Jin Kidd and John Kidd

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

Prepared by: Matthew W. Davis

Prepared On: 10/11/16

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY

Project: Bridge S-37 Bulls Head Road (County Rt 19) over the Little Wappinger Creek
Map: 4 Parcel(s): 7, 8, 9

This Advance Payment Agreement by and between JIN CHUNG A/K/A JIN KIDD AND JOHN KIDD; AS TENANTS BY THE ENTIRETY, residing at 2232 Bulls Head Road hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer".

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey:

- all right title and interest to 479± square feet of real property. Purchase price is \$530.
- a permanent easement to 0± square feet of real property. Purchase price is \$0.
- a temporary easement to 5,068± square feet of real property. Purchase price is \$1,110.

Located at 2232-2238 Bulls Head Road, Stanfördville, NY, Dutchess County, and is further described as parcel(s) 7, 8, 9 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated April 1, 2009 and recorded April 22, 2009 in Document # 02-2009-1836 in the Office of the County Clerk for Dutchess County (re: Grid #135200-6668-00-795007 & 809076),

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

3. PURCHASE PRICE. The Seller and the Buyer cannot agree upon the value of the real property interest(s) to be conveyed. The Buyer is willing to pay an amount equal to the highest approved appraisal of the just compensation for the property. This amount is ONE THOUSAND SIX HUNDRED FORTY DOLLARS 00/100 DOLLARS (\$1,640.00). This amount includes the real property interest(s) described in Paragraph 1 and the improvements described in Paragraph 2. The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all documents which the Buyer deems necessary to authorize payment and to convey to the Buyer clear title to the property described in paragraph 1 subject to the claim of the Seller. The parties agree that the Seller's right of the advance payment shall not be conditioned on the waiver of any other right.

4. CLOSING DATE AND PLACE. Payment of \$1,640.00 will be made by the Buyer to the Seller on or about August 31, 2016. This Agreement may be subject to the approval of the Dutchess County Legislature.

5. CLAIM. In accordance with Article 5 of the New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim in the Dutchess County Supreme Court. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.

6. FILING OF CLAIM. It is understood and agreed by and between the parties hereto, that if the Seller intends to file a claim for additional compensation in the Dutchess County Supreme Court, he/she/ it must file the claim within one (1) year from the date of the execution of this Agreement. If the Seller fails to file the claim in the time period stated, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification,

fails to file the claim in the time period stated, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.

7. MARKETABILITY OF TITLE. Buyer shall pay for the costs associated with curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller agrees to cooperate with the Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
9. RECORDING COSTS, & CLOSING ADJUSTMENTS. Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
10. RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY. The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
11. ENTIRE AGREEMENT. This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the acquisition of the property. No verbal agreements or promises will be binding.
12. NOTICES. All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.

IN WITNESS WHEREOF, on this 15 day of Aug, 2016 the parties have entered into this Agreement.

APPROVED AS TO FORM:

Department of Law

APPROVED AS TO CONTENT:

[Signature]
Department of Public Works

SELLER:

[Signature]
JIN CHUNG A/K/A JIN KIDD

SELLER:

[Signature]
(JOHN KIDD)

COUNTY OF DUTCHESS:

Print Name: _____

Title: _____

REPLACEMENT OF BRIDGE S-37 (BRI 3343850)
 BULLS HEAD ROAD (CR-19) OVER LITTLE HAPPINGER CREEK
 RIGHT OF WAY ACQUISITION MAP

COUNTY OF DUTCHESS
 DEPARTMENT OF PUBLIC WORKS
 ACQUISITION MAP

MAP NO. 4
 PARCEL NO. 7, 8 & 9
 SHEET 1 OF 3

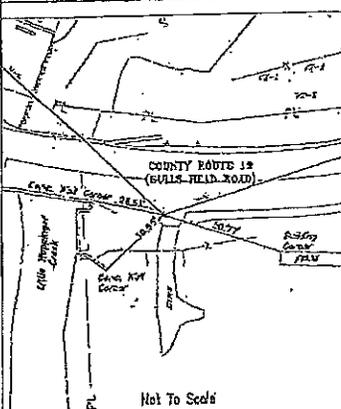
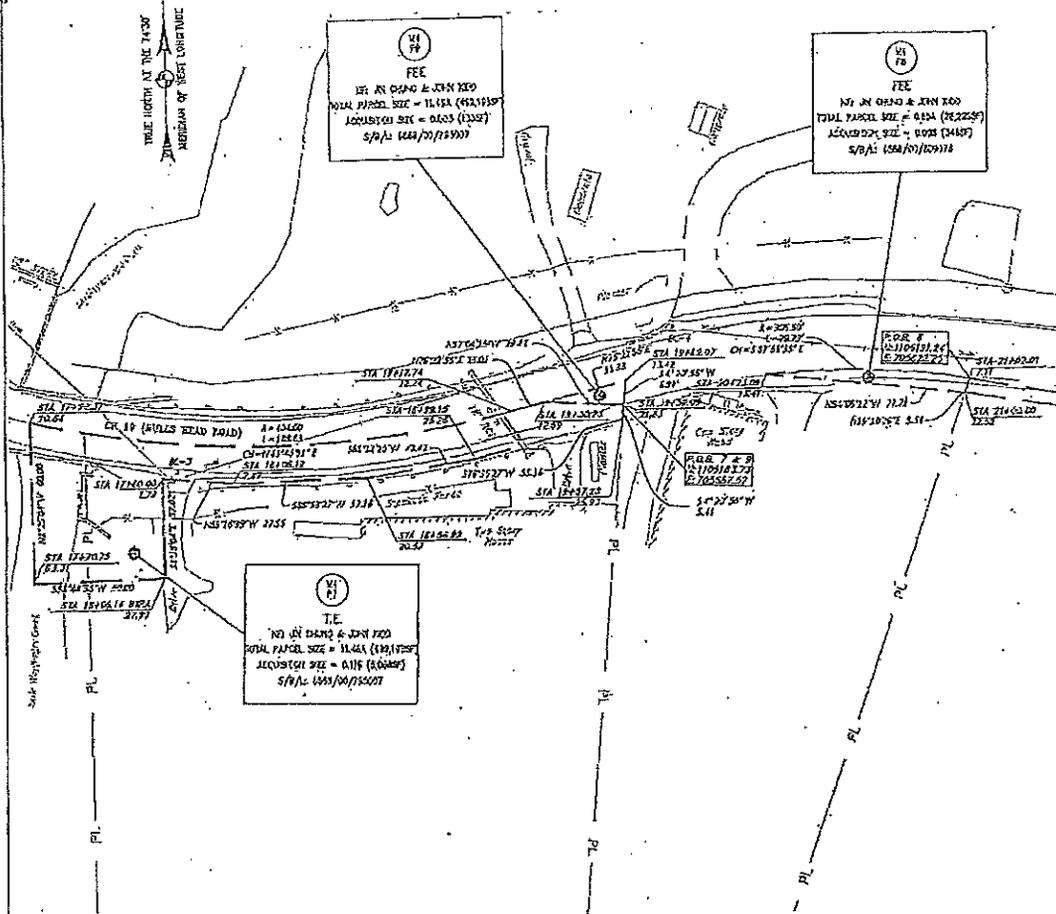


Parcel Locator Point
 Parcel No. 7
 N: 1163121.215 E: 705822.225

Parcel Locator Point
 Parcel No. 7 & 8
 N: 1105183.71 E: 705822.52

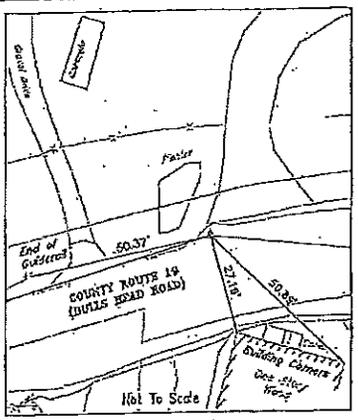
Acquisition Description
 Type: Fee & TE
 Parcel ID No. 8668-00-809076 & 795007
 Town of Stonford
 County of Dutchess
 State of New York

Reputed Owner:
 Jn Chung and John Koo
 2232-2238 Bulls Head Road
 Stanfordville, NY 12551



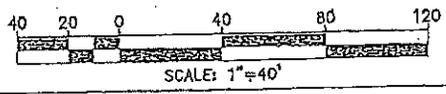
DESC: BL-4 MAIL
 COORDINATE SYSTEM: NAD83 NY STATE PLANE EAST
 N: 1106211.66
 E: 705797.12

DESC: BL-3 MAIL
 COORDINATE SYSTEM: NAD83 NY STATE PLANE EAST
 N: 1106185.81
 E: 705514.83



BL-3: STA 17+82.98

BL-4: STA 19+85.30





All that certain plot, piece or parcel of land situate, lying and being in the Town of Stafford, County of Dutchess, State of New York, shown as Parcel No. 8 on accompanying map to be acquired in Feet:

Beginning at a point on the southerly line of Bulls Head Road which is intersected by northeast corner of lands now or formerly of Jn Chung and John Kidd (tax lot 6668-00-809076) and the northwest corner of lands now or formerly of John and Jamesetta Evans (tax lot 6668-00-826075);

1) Thence along the division line of lands now or formerly of Chung/Kidd and Evans, South $19^{\circ}0'26''$ West a distance of 5.54 feet to a point;

2) Thence through lands now or formerly of Chung and Kidd North $84^{\circ}05'12''$ West a distance of 77.71 feet to a point on the southerly line of Bulls Head Road;

3) Thence along Bulls Head Road on a curve to the right with an arc length of 79.79 feet, with a radius of 305.50 feet, with a chord bearing of South $87^{\circ}59'38''$ East, and with a chord length of 104.20 feet to the Point of Beginning.

Containing 346 square feet or 0.008 acres more or less.

All that certain plot, piece or parcel of land situate, lying and being in the Town of Stafford, County of Dutchess, State of New York, shown as Parcel No. 8 on accompanying map to be acquired in Feet:

Beginning at a point on the southerly line of Bulls Head Road which is intersected by the easterly line of lands now or formerly of Jn Chung and John Kidd (tax lot 6668-00-795007) and the northwest corner of other lands now or formerly of Jn Chung and John Kidd (tax lot 6668-00-809076);

1) Thence through tax lot 6668-00-7950072 North $87^{\circ}04'15''$ West a distance of 29.81 feet to a point in the center of Bulls Head Road;

2) Thence along the centerline of Bulls Head Road North $76^{\circ}22'55''$ East a distance of 31.33 feet to a point;

3) Thence South $04^{\circ}20'56''$ West a distance of 0.92 feet to the Point of Beginning.

Containing 133 square feet or 0.003 acres more or less.

A temporary easement to be exercised in, on, and over the property delineated above for the purpose of roadway readjustment, roadside grading, driveway reconstruction, landscape-restoration, etc. for use and exercise during the construction or reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes and released by the Commissioner of Public Works or other authorized representative acting for the County of Dutchess or its assigns. Such easement shall be exercised in and to of that (those) piece(s) or parcel(s) of property designated as Parcel No. 7 as shown on the accompanying Map No. 4.

Beginning at a point on the southerly line of Bulls Head Road which is intersected by the easterly line of lands now or formerly of Jn Chung and John Kidd (tax lot 6668-00-795007) and the northwest corner of other lands now or formerly of Jn Chung and John Kidd (tax lot 6668-00-809076);

1) Thence along said division line South $04^{\circ}20'56''$ West a distance of 5.41 feet to a point;

Thence through tax lot 6668-00-795007 the following courses and distances.

2) South $76^{\circ}30'27''$ West a distance of 58.16 feet to a point;

3) South $81^{\circ}72'10''$ West a distance of 42.42 feet to a point;

4) South $88^{\circ}33'27''$ West a distance of 52.38 feet to a point;

5) North $85^{\circ}16'39''$ West a distance of 27.98 feet to a point;

6) South $01^{\circ}15'04''$ East a distance of 37.02 feet to a point;

7) South $82^{\circ}44'56''$ West a distance of 60.00 feet to a point;

8) North $01^{\circ}15'04''$ West a distance of 60.00 feet to a point in the center of Bulls Head Road.

REPLACEMENT OF BRIDGE 5-37 (BN 3342850)
BULLS HEAD ROAD (CR-19) OVER UTILE WAPPINGER CREEK
RIGHT OF WAY ACQUISITION MAP

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 4
PARCEL NO. 7, 8 & 9
SHEET 3 OF 3



Thence along the centerline of said road the following courses and distances:

9) On a curve to the left with an arc length of 188.28 feet, with a radius of 404 feet, with a chord bearing of North 89°46'31" East, and with a chord length of 187.17 feet to a point;

10) North 76°22'56" East a distance of 13.01 feet to a point;

11) South 87°04'15" East a distance of 29.81 feet to the Point of Beginning

Containing 5,088 square feet or 0.116 acres more or less.

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

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

Date: July 19, 2016

Land Surveyor: Thomas E. Gerchikoff

P.L.S. License No.: 050732

Parcel 7 Area = 5,068 Sq. Ft.
0.116 Acres

Parcel 8 Area = 348 Sq. Ft.
0.008 Acres

Parcel 9 Area = 133 Sq. Ft.
0.003 Acres



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

Date: July 21, 2016

[Signature]

Wesley H.S. Knize, AIA, ASLA Commissioner of Public Works

Recommended by:

Date: July 21, 2016

[Signature]

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

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*	<i>absent</i>	
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		
Present:	<u>11</u>	Resolution: <u>✓</u>	Total : <u>11</u>
Absent:	<u>1</u>	Motion: <u>—</u>	<u>0</u>
Vacant:	<u>0</u>		Yes <u>0</u> No
			Abstentions: <u>0</u>

2016263 AUTHORIZING TWO ACQUISITIONS IN FEE OF REAL PROPERTY FROM JIN CHUNG a/k/a JIN KIDD and JOHN KIDD FOR REHABILITATION OF BRIDGE S-37 (BIN 3343850) COUNTY ROUTE 19 (BULLS HEAD ROAD) OVER THE LITTLE WAPPINGER CREEK, TOWN OF STANFORD

Date: November 3, 2016

Roll Call Sheets

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

Present: 23

Absent: 2

Vacant: 0

Resolution:

Motion:

Total: 23 0

Yes No

Abstentions: 0

2016263 AUTHORIZING TWO ACQUISITIONS IN FEE OF REAL PROPERTY FROM JIN CHUNG a/k/a JIN KIDD and JOHN KIDD FOR REHABILITATION OF BRIDGE S-37 (BIN 3343850) COUNTY ROUTE 19 (BULLS HEAD ROAD) OVER THE LITTLE WAPPINGER CREEK, TOWN OF STANFORD

Date: November 7, 2016

RESOLUTION NO. 2016264

RE: RECEIPT OF TENTATIVE BUDGET FOR 2017 AND SETTING PUBLIC HEARING

Legislators BORCHERT, MICCIO, BOLNER, FLESLAND, LANDISI, STRAWINSKI, JETER-JACKSON, TRUITT, and SAGLIANO 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 2017, 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 5th of December 2016 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 5th 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, 2017, and on the Capital Improvement Program of said county for the years 2017 through 2021.

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	\$32,962

CAROLYN MORRIS
CLERK
DUTCHESS COUNTY LEGISLATURE

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

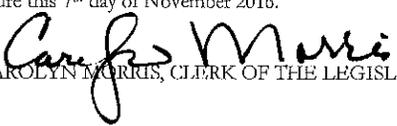
STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

Date 11/16/2016

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 7th day of November 2016, 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 7th day of November 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

Present:	<u>11</u>	Resolution:	<u>✓</u>	Total :	<u>11</u>	<u>0</u>
Absent:	<u>1</u>	Motion:	<u>—</u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2016264 RECEIPT OF TENTATIVE BUDGET FOR 2017 AND SETTING PUBLIC HEARING

Date: November 3, 2016

Roll Call Sheets

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

Present: 23
 Absent: 2
 Vacant: 0

Resolution: ✓
 Motion:

Total: 23 0
 Yes No
 Abstentions: 0

2016264 RECEIPT OF TENTATIVE BUDGET FOR 2017 AND SETTING PUBLIC HEARING

Date: November 7, 2016

RESOLUTION NO. 2016265

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

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

WHEREAS, Dutchess County is developing plans for tourism, marketing and promotion and desires to promote the historical, cultural and environmental resources of Dutchess 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 Dutchess County Legislature must first designate a tourist promotion agency as the agency authorized to make application for and receive Tourism Matching Funds in Dutchess County, and

WHEREAS, Article 5-A defines a tourist promotion agency as any not-for-profit corporation, or other nonprofit organization, association or agency, designated by resolution of a county legislature, and

WHEREAS, by Resolution No. 2015192, this Legislature designated Dutchess Tourism, Inc. as the tourist promotion agency for Dutchess County for the fiscal year of January 1, 2016, through December, 31, 2016, and

WHEREAS, Dutchess Tourism, Inc. requires the authority of this Legislature to apply for up to \$431,500 in state matching funds, and

WHEREAS, Dutchess Tourism, Inc. is qualified to apply for Tourism Matching Funds, now, therefore, be it

RESOLVED, that Dutchess Tourism, Inc. is hereby designated the Tourist Promotion Agency for Dutchess County for the State fiscal year January 1, 2017 through December 31, 2017 and is authorized to apply for State matching funds up to \$431,500.

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 7th day of November 2016, 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 7th day of November 2016.

Marcus J. Molinaro
APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Date 11/16/2016

Budget, Finance, and Personnel Committee Roll Call

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

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	
Absent: <u>1</u>	Motion: <u> </u>	Yes	<u>0</u>
Vacant: <u>0</u>		Abstentions: <u>0</u>	No

2016265 DESIGNATION OF DUTCHESS TOURISM, INC. AS THE TOURIST PROMOTION AGENCY FOR THE COUNTY OF DUTCHESS

Date: November 3, 2016

Roll Call Sheets

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

Present: 23
 Absent: 2
 Vacant: 0

Resolution: ✓
 Motion:

Total: 23 0
 Yes No
 Abstentions: 0

2016265 DESIGNATION OF DUTCHESS TOURISM, INC. AS THE TOURIST PROMOTION AGENCY FOR THE COUNTY OF DUTCHESS

Date: November 7, 2016

RESOLUTION NO. 2016266

RE: ESTABLISHING PETTY CASH FUND FOR
THE PUBLIC DEFENDER'S OFFICE

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

WHEREAS, the Public Defender has requested that a petty cash fund in the sum of \$500.00 be established for his office, and

WHEREAS, the Public Defender advises that a petty cash fund would enable small routine expenses to be paid expeditiously and reduce the number of vouchers required, now, therefore, be it

RESOLVED, that the Commissioner of Finance be and she hereby is authorized and directed to issue a petty cash check for \$500.00 and to charge General Ledger Account A210.

CA-145-16
CAB/kvh/G-0186
10/12/16

APPROVED

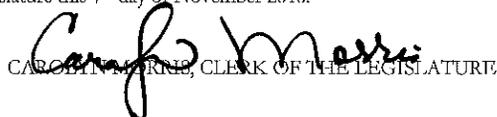
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/16/2016

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 7th day of November 2016, 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 7th day of November 2016.


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):

A210 Petty Cash

Related Expenses: Amount \$ 0

Nature/Reason:

The establishment of a Petty Cash account will facilitate the payment of witness and subpoena fees, as well as, small routine expenses to be paid expeditiously.

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$ 0

Over Five Years: \$ 0

Additional Comments/Explanation:

Prepared by: Joan McDermott

Prepared On: 9/29/2016

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion:

Total: 11 0
 Yes No
 Abstentions: 0

Roll Call Sheets

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

Present: 23 Resolution: Total: 23 0
 Absent: 2 Motion: Yes No
 Vacant: 0 Abstentions: 0

2016266 ESTABLISHING PETTY CASH FUND FOR THE PUBLIC DEFENDER'S OFFICE

Date: November 7, 2016

RESOLUTION NO. 2016267

RE: AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE GENERAL CONTINGENCY (A.1990)

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

WHEREAS, the 2016 Adopted County Budget included \$125,000 in the General Contingency Account, and

WHEREAS, in 2013 Dutchess County created the Municipal Consolidation & Shared Services Grant Program to incentivize municipalities through a competitive grant process to consolidate services, increase shared services, eliminate layers of government, evaluate municipal consolidation opportunities and implementation possibilities, and implement efficiency improvements. The result must be a smaller, smarter government service or project that yields savings for taxpayers; and

WHEREAS, a supplement to the Municipal Consolidation and Shared Services Grant (MCSSG) program has been established, which will provide an additional one-time award to fund critical capital projects resulting in meaningful, ongoing savings to help municipalities remain below the tax cap or minimize property taxes. The larger the savings, as measured over a five-year period, the higher the priority; and

WHEREAS, by Resolution No. 2016171 and 2016172 this Legislature authorized a one-time supplement to the to the Shared Services Grant Program Account, and

WHEREAS, an additional appropriation to the aforementioned supplement of general contingency is necessary to provide further funding for the purpose of providing additional funding for projects that reduce, and/or minimize the property tax levy imposed on residents, and

WHEREAS, it is now necessary to amend the 2016 Adopted County Budget to make this one-time supplement the General Contingency Account, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2016 Adopted County Budget as follows:

APPROPRIATIONS: Increase

A.1990.4007 General Contingency \$42,177

REVENUES: Increase

A.9998.95990 Appropriated Fund Balance \$42,177

CA-154-16 kvh G-0179
10/13/16 Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

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 7th day of November 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

Date 11/10/2016

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 7th day of November 2016.


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 \$ 42,177

Total Current Year Revenue \$ _____
and Source

A.9998.95990 Appropriated Fund Balance

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

Identify Line Items(s):

A.1990.4007

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$42,177

Over Five Years: _____

Additional Comments/Explanation:

An appropriation of fund balance is necessary to provide additional contingency funding to partially cover the increase in the Supplemental to the Municipal Consolidation & Shared Services Grant program of \$125,000 as there are additional projects that have been selected by the Committee. As there is only \$82,823 left in contingency, an appropriation of fund balance of \$42,177 is necessary to cover the difference for a total of \$125,000.

Prepared by: Tiffanie Massey, Budget Office

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11
 Absent: 1
 Vacant: 0

Resolution: ✓
 Motion:

Total : 11 0
 Yes No
 Abstentions: 0

Roll Call Sheets

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

Present: 23 Resolution: Total: 23 0
 Absent: 0 Motion: _____ Yes No
 Vacant: 0 Abstentions: 0

2016267 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE GENERAL CONTINGENCY (A.1990)

Date: November 7, 2016

RESOLUTION NO. 2016268

RE: AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE GENERAL CONTINGENCY (A.1990)

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

WHEREAS, in 2013 Dutchess County created the Municipal Consolidation & Shared Services Grant Program to incentivize municipalities through a competitive grant process to consolidate services, increase shared services, eliminate layers of government, evaluate municipal consolidation opportunities and implementation possibilities, and implement efficiency improvements. The result must be a smaller, smarter government service or project that yields savings for taxpayers; and

WHEREAS, a supplement to the Municipal Consolidation and Shared Services Grant (MCSSG) program has been established, which will provide an additional one-time award to fund critical capital projects resulting in meaningful, ongoing savings to help municipalities remain below the tax cap or minimize property taxes. The larger the savings, as measured over a five-year period, the higher the priority; and

WHEREAS, by Resolution No. 2016171 and 2016172 this Legislature authorized a one-time supplement to the to the Shared Services Grant Program Account, and

WHEREAS, an additional appropriation to the aforementioned supplement of general contingency is necessary to provide further funding for the purpose of providing additional funding for projects that reduce, and/or minimize the property tax levy imposed on residents, and

WHEREAS, it is necessary to amend the 2016 Adopted County Budget to make an additional supplement to the Shared Services Grant Program Account, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2016 Adopted County Budget as follows:

APPROPRIATIONS - Increase

A.8020.4414.1460 Shared Services Grant Prg., Muni Consold. & Effncy Supplement \$125,000

Decrease A.1990.4007 General Contingency \$125,000

APPROVED [Signature] MARCUS D. MOLINARO COUNTY EXECUTIVE

CA-155-16 AMS/EW/kvh G-0179 10/13/16 Fiscal Impact: See attached statement

STATE OF NEW YORK COUNTY OF DUTCHESS

Date 11/16/2016

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 7th day of November 2016, 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 7th day of November 2016.

[Signature] 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 \$ 125,000

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.1990.4007 General Contingency

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$ 125,000

Over Five Years: \$ 125,000

Additional Comments/Explanation:

This grant, which will be a supplement to the Municipal Consolidation and Shared Service Grant (MCSSG) program, will fund projects that produce cost savings and efficiencies in local municipalities to help them minimize property tax. Priority will be given to projects that can show immediate savings and reduce and/or avoid property tax increases.

Prepared by: Eoin Wrafter

Prepared On: 9/28/16

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11
 Absent: 1
 Vacant: 0

Resolution:
 Motion:

Total: 11 0
 Yes No
 Abstentions: 0

2016268 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE GENERAL CONTINGENCY (A.1990)

Date: November 3, 2016

Roll Call Sheets

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

Present: 23
 Absent: 2
 Vacant: 0

Resolution:
 Motion:

Total: 23 0
 Yes No
 Abstentions: 0

2016268 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE GENERAL CONTINGENCY (A.1990)

Date: November 7, 2016

RESOLUTION NO. 2016269

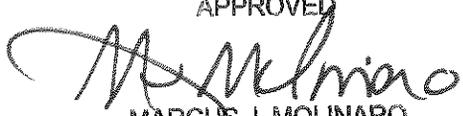
RE: MORTGAGE TAX APPORTIONMENT
PERIOD APRIL 1, 2016 THROUGH SEPTEMBER 30, 2016

Legislators FLESLAND, SAGLIANO, MICCIO, BOLNER, INCORONATO, LANDISI, STRAWINSKI, HORTON, 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, 2016 through September 30, 2016, 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-150-16
HS/gp/CEB/kvh
G-0145
10/12/16
Fiscal Impact: NONE

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/16/2016

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 7th day of November 2016, 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 7th day of November 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

OFFICE OF
COMMISSIONER OF FINANCE

MORTGAGE TAX DISTRIBUTION December 2, 2016

CITIES	AMOUNT
BEACON	\$287,563.89
POUGHKEEPSIE	135,383.58
TOWNS	
AMENIA	\$134,391.63
BEEKMAN	272,946.99
CLINTON	46,079.84
DOVER	122,240.06
EAST FISHKILL	465,425.27
FISHKILL	281,929.33
HYDE PARK	158,785.76
LAGRANGE	256,010.96
MILAN	27,115.99
NORTH EAST	21,748.39
PAWLING	132,778.22
PINE PLAINS	14,734.07
PLEASANT VLY	100,856.66
POUGHKEEPSIE	464,393.20
RED HOOK	110,654.31
RHINEBECK	109,117.99
STANFORD	56,393.98
UNIONVALE	52,686.95
WAPPINGER	285,555.22
WASHINGTON	64,911.98
VILLAGES	
FISHKILL	19,888.14
MILLBROOK	6,381.77
MILLERTON	1,862.47
PAWLING	11,076.93
RED HOOK	10,522.16
RHINEBECK	19,026.76
TIVOLI	6,717.43
WAPPINGER FALLS	23,540.45
TOTAL	<u>\$3,700,720.38</u>


COMMISSIONER OF FINANCE

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11 Resolution: ✓
 Absent: 1 Motion:
 Vacant: 0

Total : 11 0
 Yes No
 Abstentions: 0

2016269 MORTGAGE TAX APPORTIONMENT PERIOD APRIL 1, 2016 THROUGH SEPTEMBER 30, 2016

Date: November 3, 2016

Roll Call Sheets

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

Present: 23
 Absent: 2
 Vacant: 0

Resolution:
 Motion:

Total: 23 0
 Yes No
 Abstentions: 0

2016269 MORTGAGE TAX APPORTIONMENT PERIOD APRIL 1, 2016 THROUGH SEPTEMBER 30, 2016

Date: November 7, 2016

RESOLUTION NO. 2016270

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF HYDE PARK
ASSESSED UNDER THE NAME OF:
MITCHELL JAMES MITCHELL SANDRA L
GRID: 133200-6266-19-671024-0000

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

WHEREAS, unpaid tax on property in the Town of Hyde Park assessed to Mitchell James Mitchell Sandra L for the levy year 2012 and described as Grid No. 133200-6266-19-671024-0000 amounting to \$ 7,071.11 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2013 for the tax lien year of 2013, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2013/6228 to enforce the collection of delinquent tax liens for the levy year 2012 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on in the Office of the Dutchess County Clerk, August 5, 2015, Document # 02 2015 4735, and

WHEREAS, the sum of \$13,687.05 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which, together with an easement for the benefit of Dutchess County Wastewater Authority, the County may have acquired in and to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to MITCHELL JAMES MITCHELL SANDRA L at 539 N. Quaker Lane, Hyde Park NY 12538 of any and all interest which the County of Dutchess may have acquired in and to the said parcel by reason of the above deed.

CA-149-16
HS/CM/CEB/kvh
R-0324-C5
10/12/16
Fiscal Impact: None

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 11/16/2016

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 7th day of November 2016, 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 7th day of November 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

Present: 11
 Absent: 1
 Vacant: 0

Resolution: 11
 Motion:

Total: 11 0
 Yes No
 Abstentions: 0

2016270 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF HYDE PARK

Date: November 3, 2016

Roll Call Sheets

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

Present: 23
 Absent: 2
 Vacant: 0

Resolution:
 Motion:

Total: 23 0
 Yes No
 Abstentions: 0

2016270 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF HYDE PARK

Date: November 7, 2016

PUBLIC WORKS & CAPITAL PROJECTS

FOR DISCUSSION ONLY 11/3/16

RESOLUTION NO. 2016271

BOND RESOLUTION DATED DECEMBER 8, 2016.

A RESOLUTION AUTHORIZING 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, AT A MAXIMUM ESTIMATED COST TO THE COUNTY OF \$4,062,445, AND AUTHORIZING THE ISSUANCE OF \$1,812,445 BONDS TO PAY A PORTION OF THE COUNTY'S SHARE OF THE COST THEREOF.

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 submitted a new 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 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 has committed to financially support the sponsor share of 50% of the project, Aviation Maintenance and Education Center by this 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; and

WHEREAS, it is premature to conduct an analysis pursuant to the State Environmental Quality Review Act ("SEQRA") on the Aviation Maintenance and Education Center Project at the present time since the State share of 50% of the project fund, which will come from the State of New York in its 2017/18 budget, has not been secured; and

WHEREAS, a SEQRA analysis will be conducted after New York State has authorized and approved the project for Dutchess Community College with a state share of 50% of the cost of the design and construction of the Aviation Maintenance and Education Center; and

WHEREAS, the County of Dutchess cannot borrow pursuant to this resolution prior to completion of said SEQRA analysis and determination of status pursuant to SEQRA and the regulations promulgated thereunder; and

WHEREAS, all other 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 County's share of 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 maximum estimated cost of \$4,062,445.

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 \$1,812,445 serial bonds of the County hereby authorized to be issued therefor, pursuant to the provisions of the Local Finance Law; and
- b) by the expenditure of \$2,250,000 current available monies of the County, 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.

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.

* * * * *

The foregoing Resolution No. 2016271, A RESOLUTION AUTHORIZING 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, AT A MAXIMUM ESTIMATED COST TO THE COUNTY \$4,062,445, AND AUTHORIZING THE ISSUANCE OF THE \$1,812,445 BONDS TO PAY A PORTION OF THE COUNTY'S SHARE OF THE COST THEREOF, was offered for discussion only at the November 3, 2016, Public Works and Capital Projects Committee Meeting, and considered at the December 8, 2016, Board Meeting.

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

AYES:

NAYS:

ENVIRONMENT

FOR DISCUSSION ONLY 11/3/16

RESOLUTION NO. 2016272

BOND RESOLUTION DATED DECEMBER 8, 2016.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,000,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF PARCELS OF LAND, OR RIGHTS OR INTERESTS IN SUCH LAND, FOR ACTIVE AND/OR PASSIVE PARK PURPOSES AND THE PRESERVATION OF OPEN SPACE AND FARMLAND IN AND FOR SAID COUNTY.

WHEREAS, continuing development within the County of Dutchess, New York (the "County") has demonstrated a compelling need to continue to acquire, preserve, protect and maintain passive and active park land and existing open space and farmland to enhance the general quality of life and the environment of the County, including protection of drinking water sources, the quality of rivers and streams, wild life habitat and natural areas, and thereby benefit the residents and taxpayers of the County; and

WHEREAS, General Municipal Law Section 247 recognizes the value of open space areas and the need to preserve such land in such state and, specifically empowers municipalities with the authority to acquire real property or interests therein to preserve land as open space; and

WHEREAS, if existing open space areas are to be preserved, protected and maintained, the County must develop the capacity to purchase land, easements or other real property interests quickly and efficiently as the need arises and opportunities are identified; and

WHEREAS, this County Legislature recognizes the value of passive and active park land, open spaces and farmlands, and wishes to provide for the acquisition of real property and interests in real property therefor, and hereby finds and determines it to be in the public interest and a proper

public purpose of the County to do so in accordance with the provisions of Section 247 of the General Municipal Law; and

WHEREAS, all conditions precedent to the financing of the capital project hereinafter described, including compliance with the provisions of the State Environmental Quality Review Act ("SEQRA"), have been performed, and site-specific compliance with SEQRA has been or will be performed as such need arises and all documentation relating to SEQRA may be examined at the office of the Clerk of the County Legislature during normal business hours; and

WHEREAS, it is now desired to provide for the financing of the acquisition of such real property and interests therein for said 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 acquisition of parcels of land, or rights or interests in such land, for passive and active park purposes and the preservation of open space and farmland, throughout, and in and for the County of Dutchess, New York, to implement the State authorized programs and policies provided in Section 247 of the General Municipal Law, as such acquisitions may be authorized from time to time by the County Legislature of the County of Dutchess, New York, after due notice and a public hearing as provided thereunder, including incidental expenses in connection therewith, is hereby authorized in and for said County of Dutchess at a maximum estimated cost of \$1,000,000.

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$1,000,000, and that the plan for the financing thereof shall be by the issuance of \$1,000,000 serial bonds of said County hereby authorized to be issued 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 thirty years, pursuant to subdivision 21(a) of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds herein authorized will exceed five years.

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 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 irrevocable pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said County, a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 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.

* * * * *

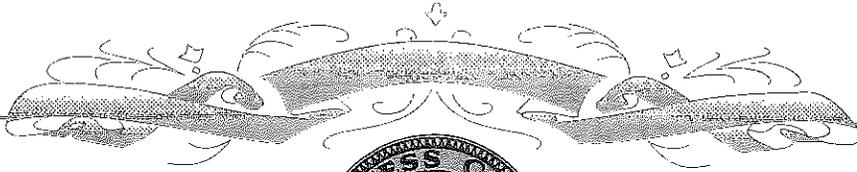
The foregoing Resolution No. 2016272, A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,000,000 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE ACQUISITION OF PARCELS OF LAND, OR RIGHTS OR INTERESTS IN SUCH LAND, FOR ACTIVE AND/OR PASSIVE PARK PURPOSES AND THE PRESERVATION OF OPEN SPACE AND FARMLAND IN AND FOR SAID COUNTY, was offered for discussion only at the November 3, 2016, Environment Committee Meeting, and considered at the December 8, 2016, Board Meeting.

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

AYES:

NAYS:

Dutchess County Legislature



Commendation: Laurie Husted – Red Hook Rotary Club Citizen of the Year

Legislator Strawinski offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to honor and recognize those individuals whose public service enhances the quality of life in Dutchess County, and

WHEREAS, Laurie Husted was a regular visitor to Dutchess County since the 1970's and moved to Red Hook in the summer of 2001, and

WHEREAS, shortly after arriving in Red Hook Laurie Husted started volunteering with the Conservation Advisory Council where she has been the chair since 2012, and

WHEREAS, Laurie Husted worked part time for Pump Audio and in 2004 was hired by Bard as a part time Environmental Resources Auditor and is now a full time Chief Sustainability Officer and is also working on a \$1 million Micro Hydropower grant from the New York State Energy Research and Development Authority (NYSERDA), and

WHEREAS, Laurie Husted has worked on various Red Hook grant teams and sustainability efforts including an energy efficiency study and solar panels for Town Hall, Red Hook Climate and Energy Action Plan, the 10% Challenge – an effort to reduce energy use by 10% in Red Hook and get 10% community involved, the 350 climate campaign that was centered at Bard but expanded to touch the greater community, Big Night Amphibian Migrations (also known as Help a Salamander Cross the Road), the "Town Hall to Holy Cow" sidewalk grant, coming this spring, Sphere Art Bike rack project, annual electronic waste collection days and bulb swaps for MLK Day of Engagement, CUNY SunShot Permitting and Interconnection Task Force for NYS, Organics Task Force for Dutchess County and Saw Kill Watershed Community volunteer monthly water quality monitoring and stream walks and with this year's highlight being Solarize Northern Dutchess Campaign where over 80 families went solar, and

WHEREAS, Laurie Husted has served the residents of Dutchess County in many other civic endeavors, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Laurie Husted on her years of service and dedication to Red Hook and Dutchess County on the occasion of being recognized as the Red Hook Rotary Club Citizen of the Year, and be it further

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

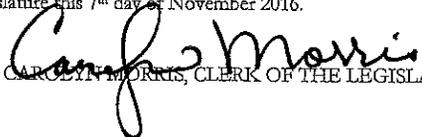
Resolution No. 2016273
STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 7th day of November 2016, 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 7th day of November 2016.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LAID ON DESKS 11/7/16
GOVERNMENT SERVICES & ADMINISTRATION

RESOLUTION NO. 2016274

RE: LOCAL LAW NO. OF 2016. A LOCAL LAW
AMENDING ARTICLE III (EXECUTIVE BRANCH) OF
THE DUTCHESS COUNTY CHARTER

Legislators BORCHERT, MICCIO, FLESLAND, SAGLIANO, and ROMAN
offer the following and move its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No.
_____ of 2016 which has been submitted this day for consideration by said Legislature.

CA-153-16
JMF/CEB/kvh
10/14/16
G-1062

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

RE: LOCAL LAW NO. _____ OF 2016. A LOCAL LAW
AMENDING ARTICLE III (EXECUTIVE BRANCH) OF
THE DUTCHESS COUNTY CHARTER.

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

SECTION 1. LEGISLATIVE INTENT. The County Legislature hereby determines that it is in the best interest of the County to amend Article III (Executive Branch) of the Dutchess County Charter by modifying which titles of Dutchess County employees may serve as Acting County Executive.

SECTION 2. AMENDMENT OF THE DUTCHESS COUNTY CHARTER. Upon adoption of this Local Law, the existing Section 3.05 (Deputy County Executive(s): How Designated, Powers and Duties) shall be amended; Section 3.05-A (Acting County Executive; How Designated; Powers and Duties) shall be amended, and Section 3.07 (Vacancy in the Office of County Executive) shall be amended. These three Sections shall read as follows:

SECTION 3.05. DEPUTY COUNTY EXECUTIVE(S); HOW DESIGNATED; POWERS AND DUTIES. The County Executive shall have the power to appoint such Deputy County Executive(s) as may be deemed proper, in writing, each subject to confirmation by the County Legislature. A Deputy County Executive shall be directly responsible to, and serve at the pleasure of, the County Executive. A Deputy County Executive, when authorized by the County Executive, shall have all of the powers and perform all of the duties of the County Executive. A Deputy County Executive shall also have such authority as delegated by the County Executive consistent with this Charter. After confirmation of a Deputy County Executive(s) by the Legislature, such appointment(s) shall be filed with the County Clerk and the Clerk of the County Legislature.

SECTION 3.05-A. ACTING COUNTY EXECUTIVE; HOW DESIGNATED; POWERS AND DUTIES. The County Executive shall designate in writing, and in order of succession, the Department Heads and/or Deputy County Executive(s) who shall be Acting County Executive in the event the County Executive is either absent from the County or unable to perform and exercise the powers and duties of the Office of County Executive. The Acting County Executive shall have all the powers and perform all the duties of the County Executive. The designation and order of succession of Acting County Executive shall be filed with the County Clerk and the Clerk of the County Legislature and may be revoked at any time by the County Executive filing a new written designation and order of succession. In the absence of such written designation and order of succession, and in the event an Acting County Executive need be appointed as set forth herein, the County Legislature shall appoint a department head or a Deputy County Executive as Acting County Executive.

SECTION 3.06. REMOVAL OF COUNTY EXECUTIVE. The County Executive may be removed from office only in the manner provided in the Public Officers Law.

SECTION 3.07. VACANCY IN THE OFFICE OF COUNTY EXECUTIVE. In the event of a vacancy in the office of the County Executive as described in Section 30 of the Public

Officers Law, the Acting County Executive shall succeed to the office of County Executive, and shall have all the powers and perform all of the duties of the County Executive. The Acting County Executive shall be designated according to the procedure outlined in Section 3.05-A. He/She shall hold the office of County Executive until the commencement of the calendar year next following the first annual election held not less than sixty (60) days after the occurrence of such vacancy, at which annual election a County Executive shall be elected from the County at large for the balance of the unexpired term.

SECTION 3. EFFECTIVE DATE. This Local Law is not subject to any mandatory or permissive referendum and, therefore, shall take effect immediately upon full compliance with all the requisite statutes and laws applicable to its adoption and promulgation.

The foregoing Resolution No. 2016274, Local Law No. __ of 2016, was laid on desks on November 7, 2016, and considered on ____, 2016.

Roll call vote at that time resulted as follows:

AYES:

NAYS:

ABSENT:

Resolution adopted.

The County Executive held a public hearing on the foregoing Local Law on _____, 2016 and signed it into Law on the same day. The effective date of the Local Law was _____, 2016.

L Aid ON DESKS 11/7/16
GOVERNMENT SERVICES & ADMINISTRATION

RESOLUTION NO. 2016275

RE: LOCAL LAW NO. OF 2016, A LOCAL LAW
AUTHORIZING THE COUNTY OF DUTCHESS TO REGULATE
THE REGISTRATION AND LICENSING OF TAXICABS IN DUTCHESS
COUNTY

Legislators BORCHERT, MICCIO, FLESLAND, SAGLIANO, and HORTON offer the following and move its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No. _____ of 2016 which has been submitted this day for consideration by said Legislature.

CA-165-16
CRC/kvh/G-1664
10/24/16

Fiscal Impact: None

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

RE: A LOCAL LAW AUTHORIZING THE COUNTY OF DUTCHESS
TO REGULATE THE REGISTRATION AND LICENSING OF
TAXICABS IN DUTCHESS COUNTY

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

SECTION 1. LEGISLATIVE INTENT. New York General Municipal Law Section 181(1) was amended effective August 31, 2016, to authorize the County of Dutchess to adopt a local law regulating the registration and licensing of taxicabs, limousines, and livery vehicles. It is hereby determined that the enactment of this local law will be in the best interests of the County of Dutchess. It is the intent of the Dutchess County Legislature to remedy an inequity that exists due to the fact that Dutchess County taxicabs, limousines, and livery vehicles may not currently legally operate in jurisdictions outside of Dutchess County such as New York City or Westchester County without risking being fined or having their vehicles seized, for example by the New York City Taxi and Limousine Commission. This local law will enable the County of Dutchess to be entitled to reciprocity with jurisdictions outside of the County of Dutchess who require operators to have a local taxicab, limousine, or livery vehicle license, thereby preventing the fining and/or seizure of vehicles of County of Dutchess licensees.

SECTION 2: LICENSES REQUIRED

It shall be unlawful for any person to drive, operate, offer or keep for hire or charge within the limits of the County, any taxicab or other motor vehicle providing transportation service for charge or fee without first having obtained and paid for a taxi driver's license, a taxicab vehicle license, and a taxicab company license, if applicable, and all other licenses and permits required by law, and causing the same to be and remain in force and effect at all times under the provisions of this Local law. This Local Law and any rules and regulations promulgated incident thereto may be administered on behalf of the County by a licensing jurisdiction with whom the County enters into an inter-municipal agreement with for that purpose.

SECTION 3: PENALTIES FOR OFFENSES.

Any person violating any of the provisions of this local law shall, upon conviction, be punished as provided in applicable law; and in addition thereto, if a licensee, or the owner, operator or driver of a licensed vehicle, his license or licenses or those issued to or for such vehicle may be suspended or revoked. The County may, in its discretion, temporarily suspend a license pending outcome of the prosecution of the licensee under this local law or under any other provision of any applicable law, code, rule or regulation. The penalties set forth herein shall be in addition to and not instead of any other penalties imposed by any other applicable law, code, rule or regulation of any other governmental or regulatory agency or entity.

SECTION 4: PUBLIC EMERGENCY; POLICE POWERS.

Whenever a state of emergency is declared by the County Executive, the County may suspend the provisions of this local law, in whole or in part, for part or all of the period during which such emergency conditions may prevail. Such power shall include but not be limited to the suspension of the requirement that fares be paid by passengers; and/or other requirements of this Local law. Under such circumstances, all drivers and operators shall endeavor to keep and maintain accurate records showing the trips provided and the details of same during such period, similar to such records as would be required to be kept by this local law if such period of emergency had not existed.

SECTION 5: DEPARTMENT OF PUBLIC WORKS.

The responsibility of the administration and enforcement of this Local Law shall be with the Dutchess County Department of Public Works. The Commissioner of Public Works shall be vested with the power to promulgate rules and regulations consistent with this Local Law. Taxicab Licensing Rules and Regulations are submitted herewith for adoption by local law.

SECTION 6: SEVERABILITY; WHEN EFFECTIVE.

- (a) The provisions of this local law shall be deemed severable. The finding of the invalidity, illegality or unenforceability of any one or more provisions hereof shall not be deemed to affect the validity of the other sections or provisions of this local law, as long as the sense thereof remains.
- (b) This local law shall take effect immediately upon filing with the New York Secretary of State.

DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY DIVISION **TAXICAB LICENSING RULES AND REGULATIONS**

SECTION 1: DEFINITIONS

Unless otherwise expressly stated, whenever used in this regulation, the following words shall have the meanings given to them by this section. Whenever used in this regulation, pronouns and other references to persons and entities shall be considered to include the masculine and the feminine, and the singular and the plural, as the sense and neutral application thereof shall require.

COUNTY – The County of Dutchess, New York or its designee unless otherwise specified.

FARE -- Either: a customer or passenger paying or for whom a charge has been paid to hire a lawfully licensed taxicab for transportation services under this Regulation; or the charge so levied and lawfully incurred by such passenger; according to the sense thereof as used herein.

OPERATOR -- Any person owning or having control of the use of one or more taxicabs used for hire upon the streets of the County or engaged in the business of operating a taxicab or a taxicab company in the County.

PRIVATE LIVERY CAB: A taxicab, except that such "private livery cab" shall possess within the vehicle for inspection upon request by any police officer a valid contract for hire executed by all parties and be registered with the New York State Department of Motor Vehicles as a "livery" and shall bear a livery license plate. Livery cabs shall undergo biannual vehicle inspections and business owners shall file proof of workers compensation coverage and registration and insurance information with the County.

Livery cabs shall undergo biannual vehicle inspections and business owners shall file proof of workers compensation coverage and registration and insurance information with the County.

A private livery cab shall not:

- (1) Have a dome light or external markings for taxicab prescribed by this regulation;
- (2) Be allowed to use taxicab stands prescribed in this regulation; and
- (3) Be used in the County for hire except upon a unit of time for hire by the hour, day or week which unit may exceed that prescribed for taxicabs in this regulation.

RATE CARD -- A card on which is printed the tariff rates or fares charged for taxicabs service in the County as provided by this regulation.

ROOF LIGHT- Roof light means equipment attached to the roof of a vehicle, or extending above the roofline of a vehicle, and containing the words "Taxi", "Taxicab" or "Cab".

STREET -- Includes any street, alley, avenue, thoroughfare, court, bridge, lane or similar public place in the County.

TAXICAB -- A Taxicab is a motor vehicle engaged in the business of carrying persons for hire, whether the same is operated from a street stand or subject to calls from a garage or otherwise operated for hire, except vehicles subject to the provisions of the Transportation Law, and vehicles used by funeral homes or undertakers in carrying on their business.

TAXICAB DRIVER -- Any person who drives a taxicab available for hire or under hire, whether such person is the owner or lessee of such taxicab or employed by or in contract with a taxicab owner, operator or lessor.

TAXICAB DRIVER'S LICENSE -- A license granted by the County to any otherwise-qualified person to drive any licensed taxicab for hire or under hire upon the streets of the County.

TAXICAB LICENSE -- A license granted by the County to any business or person to keep for hire any vehicle to be used as a taxicab in such County; each such license being specifically issued to one specified vehicle only.

TAXICAB NUMBER -- A number included on each taxicab vehicle license and sticker issued by the County Clerk; each vehicle so licensed shall be assigned one unique number as described in this regulation.

TAXICAB STAND -- Includes any place alongside the curb of a street or elsewhere which is exclusively reserved by the County and/or by the codes and rules of the County for the use of taxicabs and specifically designated therefor.

TAXIMETER—A mechanical instrument or device, approved by the County, by which the charge for hire of a taxicab is mechanically calculated and on which said charge is plainly indicated.

TRIP SHEET -- One or more sheets of paper upon which the driver and/or operator records information pertaining to each trip carrying one or more paying passengers, as described in this regulation.

SECTION 2: DRIVER'S LICENSE REQUIRED.

- (a) No person shall drive a taxicab and no person shall permit anyone to drive a taxicab within the limits of the County without such driver having first obtained and paid for, and having in force and effect at all times, both a valid New York State driver's license of the appropriate class and certification, including but not limited to a chauffeur's license, and a taxicab driver's license issued under the provisions of this regulation. Any taxicab company, taxicab owner or taxicab operator who allows any driver to operate a taxicab or livery without said licenses as required by this section shall be in violation of this section and subject to prosecution separate and aside from any driver who operates a taxicab in violation of this section. It shall be the duty of every taxicab company, taxicab owner or operator to ensure all drivers permitted to operate a taxicab possess the required licenses under this section.
- (b) In addition to the penalty provided for in *Section 3*, when a taxicab is found to be operating in violation of this Section, the Operator shall be assessed a civil penalty by the County as follows:
 - 1. Violations 1-3= \$100 per violation
 - 2. Violations 4-6 =\$ 250 per violation
 - 3. Violations 7+ = \$500 per violation
- (c) Failure to pay such fee could result in the suspension or revocation of the Operator's Taxicab License pursuant to Section 18. The Operator may appeal such civil penalty pursuant to Section 10(b).

SECTION 3: TAXICAB DRIVER'S LICENSE APPLICATION INFORMATION

- (a) Each applicant for a taxicab driver's license must comply with the following requirements and provide the required information to the satisfaction of the County:
 - (1) He/She must first have obtained all required State licenses including a State chauffeur's license, if applicable. The full residence address of the applicant must be entered on the Department of Motor Vehicles Driver's License. P.O. Box numbers are not acceptable.

- (2) She/He shall fill out, upon a form to be provided by the County, a statement giving her/his full name, current residence, places of residence for the five (5) years immediately preceding his moving to his present address, age, date of birth, height, color of eyes and hair, place of birth, whether a citizen of the United States, places of previous employment for the immediately past five (5) years, whether married or single, whether she/he has ever been arrested or convicted of a felony or misdemeanor, or Driving While Intoxicated ("DWI"), or criminal charges involving illegal drugs, whether he/she has any previous violations of this regulation whether he has been previously licensed as a driver or chauffeur and, if so, whether his license has ever been revoked and for what cause, and the number of the chauffeur's license issued by the State, and the company name, business address and telephone number from which the applicant will operate and/or drive any taxicab, which statement shall be signed and sworn to by the applicant and filed with the County as a permanent record.
- (3) He/She shall additionally submit the following:
 - a. The results of a drug screening test performed within ten (10) days of the date of the applicant's submission from a laboratory certified to perform toxicology tests and certify the results thereof by the New York State Department of Health and which performs drug abuse testing, indicating the applicant does not use amphetamines, barbiturates, benzodiazepines, benzoylecgonine, ethanol, fentanyl, methadone, opiates, phencyclidine, propoxyphene, THC-cannabinoids, and tricyclic antidepressants, unless prescribed by a licensed health care provider who attests, in writing, that such drug when consumed by the applicant, in no way impairs the applicant's ability to operate a motor vehicle.. The applicant shall be responsible for all costs associated with the test required for application and renewal, including but not limited to all costs associated with such testing, as may be required by the County.
 - b. A copy of his current New York State Department of Motor Vehicles drivers license abstract; and true and accurate copies of certificates of disposition for any and all arrests of such applicant.
- (b) Each application for a taxicab driver's license shall contain the following statement:

"PURSUANT TO THE NEW YORK STATE PENAL LAW, SECTION 210.45, IT IS A CRIME PUNISHABLE AS A CLASS A MISDEMEANOR TO KNOWINGLY MAKE A FALSE STATEMENT HEREIN."
- (d) The County is hereby authorized and empowered to require such additional information as same shall be reasonably related to the applicant's fitness and/or eligibility as he may deem necessary from any applicant for any license required by this Regulation. The County requires that every individual applying for a taxicab or pre-arranged for-hire vehicle driver's license submit proof of completion of a state-approved defensive driving course no more than six months prior to the date of application. The County further requires that any individual renewing a taxicab or pre-arranged for-hire vehicle driver's license must submit proof of completion of a state-approved defensive driving course no more than three years

prior to the date of the renewal application. The County is hereby authorized to waive the production of any information from any applicant as may otherwise be required under this regulation if in its opinion such requirement is unreasonable, unnecessary, inappropriate or unjust under the circumstances.

SECTION 4: PHOTOGRAPH AND FINGERPRINTS REQUIRED; FEES; REVIEW BY COUNTY; DENIAL OF APPLICATION.

- (a) Each applicant for a taxicab driver's license shall file with his application clear images, inked prints or other impressions of the fingers of his right and left hands to the satisfaction of the County. Such impressions shall be placed upon forms furnished by the County, the impressions to be taken under the supervision of the County or someone designated by the County, at such place or places as may be designated by such licensing official. Each applicant shall also file two unmounted, unretouched photographs of himself, size 2 ¼ inches by 2 ¼ inches, taken within thirty (30) days preceding the filing of the application. The filing required by this Section shall be accompanied by a non-refundable application fee of Ten (\$10.00) Dollars and a tri-annual nonrefundable administrative fee of Two-hundred (\$200.00) Dollars which includes the cost of a tri-annual fingerprinting fee. The County is hereby authorized to submit such fingerprints to any agency of the State of New York or subdivision thereof for the purpose of conducting a criminal history and background check for such applicant, which shall be used to evaluate and determine the qualifications and fitness of such applicant to be issued a license hereunder.
- (b) Applications, with photographs, fingerprint images and/or impressions and drug tests attached, shall forthwith be sent to the County, and no license shall be issued under the provisions of this regulation until the approval of the issuance of such license(s) in writing from the County. The County shall conduct an investigation of each applicant for a taxicab driver's license, and the report of this investigation and a copy of the traffic and police record, if any, shall be attached to the application and filed with the County. The County shall refuse to issue or renew a taxicab driver's license if the driver:
- (1) Does not meet a qualification for a license; or
 - (2) Has made a material false statement on the application; or
 - (3) Has submitted a drug screening test with a positive result unless the drug that applicant tested positive for was prescribed by a licensed health care provider who attests, in writing, that such drug when consumed by the applicant, in no way impairs the applicant's ability to operate a motor vehicle, or has refused to submit to a test, or has failed to provide a test result or information regarding same; or
 - (4) Has been convicted of, pled guilty to or forfeited bond or collateral upon any of the following charges, whether the conviction, plea or forfeiture occurred in the State of New York or elsewhere:
 - (a) Any offense which constitutes a "serious offense" as the term is defined by Section 265.00 of the Penal Law of the State of New York or any act supplementary thereof or amendment thereto; or

- (b) Any felony offense for which the conviction, plea or forfeiture occurred within seven (7) years of the date of application; or
- (c) Any sex offense, regardless of the date of occurrence; or
- (d) Any offense, regardless of the date of occurrence; or
- (e) Any penal law offense committed during the course of, or in the furtherance of, employment, management or ownership of a taxicab or a taxicab company, or
- (f) Unfit applicant or licensee: if the applicant in the opinion of the County or its designee, is not fit to be a licensee hereunder in the best interest of the general public welfare and safety or for a specific breach of one or more of the requirements of this regulation.

(5) Has accumulated, within the past thirty-six months, six (6) or more points on his or her driver's license, as such points are determined by the Department of Motor Vehicles of the State of New York. Point reductions pursuant to any accident prevention course, driver safety course, or other similar point reduction course are inapplicable to this section if taken online or on the Internet; or

(6) Has outstanding traffic tickets in any court of competent jurisdiction which, if convicted, would result in the applicant accumulating six (6) or more points as such points are determined by the Department of Motor Vehicle of the State of New York.

(7) Has had any taxicab driver's license or a similar license or permit revoked; or

(8) Has three or more violations of this regulation within the previous twenty-four months.

(c) The County shall notify the applicant in writing of any refusal to approve any application, and the reason therefor. Any applicant whose application is not approved pursuant to this section shall have sixty (60) days from the date of denial as indicated in the County's notification to correct any deficiency. Upon the first reapplication within said sixty (60) day period, any fingerprinting fees associated with the application process are waived.

(d) Hearings:

(1) *Notice:* Any suspension, cancellation or refusal to issue a license or to renew a license made hereunder shall be by written notice issued by the County, or its designee, to the applicant or licensee. Said notice shall include a statement that the applicant or licensee is entitled to demand a hearing, provided such demand is made in writing to the County, and such hearing shall be conducted within seven (7) business days after the applicant or licensee's request for a hearing is received by the County or its designee.

(2) *Demand for hearing:* Any demand for a hearing must be made within thirty (30) days after mailing of the notice of the suspension, revocation or refusal to issue a license.

(3) Hearings shall be conducted before a Hearing Officer designated by the County who shall render a determination.

SECTION 5. FORM AND TERMS OF TAXICAB DRIVER'S LICENSE; FEE; DISPLAY OF LICENSE

- (a) *Issuance and form.* Upon satisfactory fulfillment of the foregoing requirements and upon the payment of a non-refundable driver's license fee of Fifteen (\$15.00) Dollars, the County shall issue to the applicant a license which shall be in such form as to contain a photograph and signature of the licensee and blank spaces upon which a record may be made of any arrest of or such complaint(s) against him as may be required by the County. Each license shall be stamped by the Seal of the County upon at least a portion of the photograph. All licenses shall be numbered in the order in which they are issued and shall contain the driver's name and expiration date of the license.
- (b) *Tampering.* Any licensee who alters, defaces, mutilates, changes, removes or obliterates any official entry made upon his license or of any other form, format, color, content or component thereof, shall be punished by the revocation of his license, after a hearing pursuant to Section 10(b).
- (c) *Duration.* Taxicab driver's licenses shall be valid for one (1) calendar year from the date of issue and shall remain valid unless otherwise revoked or suspended for the next succeeding calendar year up to the anniversary of the date of issue.
- (d) *Display.* Each such license shall be placed in a transparent plaque or frame the size of four by six inches and shall at all times, when the driver is operating the cab for hire, be attached inside the taxicab on the rear of the right or passenger side seat thereof in a position readily visible to the passengers of said taxi and to persons looking in or through the window of the rear passenger door on the right or passenger side thereof.

SECTION 6: RENEWAL OF TAXICAB DRIVER'S LICENSE; FEE

- (a) When applying for a renewal of a taxicab driver's license, every applicant shall make such application at least thirty (30) days prior to its expiration upon a form to be furnished by the County, entitled "Application for Renewal of Taxicab Driver's License," which shall be filled out with the full name and address of the applicant, together with a statement of the date upon which the original license was granted and the number thereof and such other information as the County licensing official may deem necessary. Such application for renewal shall be accompanied by a non-refundable fee of Ten (\$10.00) Dollars and a background check fee of One Hundred Twenty Five (\$125.00) Dollars. The Driver shall submit with such application the results of a drug screening test performed within ten (10) days of the date of the application's submission in accordance with the requirements of Section 3(a)(3) above.
- (b) Each Application for Renewal of Taxicab License shall contain the following statement: "PURSUANT TO THE PENAL LAW 210.45, IT IS A CRIME PUNISHABLE AS A CLASS A MISDEMEANOR TO KNOWINGLY MAKE A FALSE STATEMENT HEREIN."

- (c) Provided the applicant for renewal submits an application more than thirty days prior to the expiration of his/her taxicab license is set to expire, he/she may apply to the County for a temporary license which shall remain in full force and effect until a determination is made on his/her application for renewal. If such application for renewal is denied, the applicant shall surrender such temporary license immediately to the County.
- (d) Applications for a renewal of a taxi driver's license submitted less than thirty (30) days after the expiration date of same shall be treated as a new application according to the requirements of this regulation.

SECTION 7: TAXICAB DRIVER'S LICENSES NOT TRANSFERABLE; FEES NOT PRORATED.

Such licenses shall not be transferable. No license fee shall be prorated or refunded. Each fee in its entirety shall accompany each application.

SECTION 8: TAXICAB VEHICLE LICENSE REQUIRED; FEE.

- (a) It shall be unlawful for any person to drive, operate or permit to be operated a taxicab upon the streets of the County or to solicit or pick up taxicab passengers within the County without first having paid a non-refundable fee as provided for herein for each such vehicle so licensed and without first having obtained for each such vehicle a taxicab vehicle license under the provisions of this regulation from the County. Such license shall be valid for one (1) calendar year from the date of issue and shall expire on the anniversary of the date of issue of the next succeeding calendar year unless sooner suspended or revoked. It shall be unlawful for any person to drive, operate or keep for hire or pay within the limits of the County any taxicabs not equipped as required by Section 14 or which have not been inspected as required by Section 14 or which do not display the inspection sticker as required by Section 14. The fee for each vehicle so licensed shall be Two Hundred and Fifty (\$250.00) Dollars, until further amended by the County.
- (b) For each vehicle licensed as a taxicab hereunder the County shall issue three stickers of uniform design. Each sticker shall display a unique number as provided in this Section and shall show the expiration date of said taxicab vehicle license. Such stickers shall be affixed to the windshield, bumper, and side of the vehicle for which same shall have been issued, so as to be clearly visible. Each taxi company shall be assigned a unique number and each vehicle operated by each such company shall be assigned a unique number with said company; thus each vehicle shall have a unique number in the form AB-CD where AB is the number assigned to the company and CD is the number assigned to each vehicle operated by each such company.
- (c) The acceptance by an owner or operator of a license issued under this Regulation is conditioned upon and shall be sufficient evidence of the continuing consent of such owner or operator and of the driver of each and every taxicab vehicle to display the Public Notice as required by and described in Section 15(b)(20) of this regulation and to consent to any such stop and visual inspection by any police officer as described in such Public Notice as provided by the County.

- (d) The County shall issue new stickers as described in this Section annually or at such other times as the County shall determine to be appropriate and necessary.
- (e) A statement from the Building Inspector or a certificate of occupancy in which the taxicab Operator is located and vehicles are to be stored that said location(s) and premises are in compliance with the municipality's building and zoning ordinance and that such location is of sufficient size to accommodate the operator's vehicle fleet.

SECTION 9: TAXICAB VEHICLE LICENSE APPLICATION INFORMATION.

One application for each taxicab vehicle license shall be made by the owner or other person with legal authority over same upon forms furnished by the County. Such application shall contain:

- (1) The name, age and residence of the person applying for the license, proof of his ownership and/or legal authority over each such vehicle, and what, if any, previous experience he has had in the business of owning, furnishing, leasing, operating, driving, repairing or other enterprises in connection with providing transportation or related services for hire or charge.
- (2) For each such vehicle, the type of motor vehicle to be used, the horsepower, the vehicle identification number, the state license and registration numbers, any periods during which the vehicle has been used as a taxicab or vehicle for hire, and the seating capacity according to its trade rating.
- (3) Whether and when the vehicle has ever been previously licensed to operate as a taxicab or vehicle for hire and, if so, where.
- (4) Whether such vehicle's license to operate as a taxicab or vehicle for hire has ever been revoked or suspended, when, and for what cause.
- (5) Such other information as the County may deem necessary, including but not limited to any and all information concerning the current and former state and history of repairs to such vehicle.
- (6) Copy of the New York State vehicle registration and expiration date of current New York State motor vehicle inspection and sticker number. The full address of the registered owner must be on the Department of Motor Vehicle registration. P.O. Box numbers are not acceptable. The County requires that the owner of each motor vehicle licensed as a taxicab or pre-arranged for-hire vehicle maintain at all times a valid vehicle registration for such vehicle issued by the department for which a registration fee has been paid pursuant to schedule C of subdivision seven of section four hundred one of the New York State Vehicle and Traffic Law, or, in the case of a non-resident of this state, a vehicle registration issued by the state of residence.
- (7) Miscellaneous.
 - (a) Each taxicab vehicle license application shall contain the following statement:
"PURSUANT TO THE PENAL LAW SECTION 210.45, IT IS A CRIME

PUNISHABLE AS A CLASS A MISDEMEANOR TO KNOWINGLY MAKE A FALSE STATEMENT HEREIN”

- (b) Any false statements by the owner, applicant, operator and/or driver for a taxicab vehicle license shall be reported to the police. The County is hereby authorized and empowered to require such additional information as may be deemed necessary by the County.
- (c) The application must include the approved assigned unique official taxicab vehicle number assigned by the Police; which shall be added to such application by the applicant, County when such application is approved.

SECTION 10: DENIAL, SUSPENSION OR REVOCATION OF A TAXICAB COMPANY’S RIGHT TO OPERATE WITHIN THE COUNTY; RELICENSING.

- (a) *Reasons.* The County or its designee may suspend, cancel or revoke any license issued pursuant to this regulation and may refuse to approve an application or renewal for any of the following reasons:
 - (1) *Conviction:* The conviction of the applicant or licensee of a felony or any crime or offense involving violence, dishonesty, deceit, indecency, degeneracy, moral turpitude, gambling, frequent public intoxication, or illegal use, sale or possession of drugs. The County shall nevertheless, apply the standards of licensure and employment of persons previously convicted of one (1) or more criminal offenses embodied in Article 23-a of the Correction Law.
 - (2) *Outstanding judgment or an unpaid civil penalty:* Outstanding judgment or an unpaid civil penalty owed for a violation of New York State Vehicle and Traffic Law relating to traffic in any other licensing jurisdiction meeting the standards and requirements of New York Vehicle and Traffic Law Section 498, subdivisions three, four, and six, or a violation of regulations promulgated by such other licensing jurisdiction duplicating or incorporating by reference any of the provisions of New York State Vehicle and Traffic Law, until such judgment is satisfied or such civil penalty is paid.
 - (3) *False application:* If the licensee or applicant has made a material false statement or concealed a material fact in connection with the application for a license or the renewal thereof.
 - (4) *Violations:* If the licensee, principal(s) of any entity owning or operating a taxicab company, or any driver operating a taxicab licensed to such licensee has violated any provision of this regulation;
 - (a) ten or more times in the twenty-four (24) months prior to the date of application when the taxicab company owns or operates no more than six (6) taxicabs;
 - (b) Fifteen (15) or more times in the twenty-four (24) months prior to the date of application when the taxicab company owns or operates seven (7) to twelve (12) taxicabs;

- (c) Twenty (20) or more times in the twenty-four (24) months prior to the date of application when the taxicab company owns or operates thirteen (13) or more taxicabs.
- (5) *Prior revocation or suspension:* If the applicant, any officer, director, stockholder, or partner or any other person directly or indirectly interested in the application for a taxicab license was the former holder, or was an officer, director, or partner or stockholder in a corporation or a partnership which was the former holder of a taxicab license which had been revoked or suspended.
 - (6) *True ownership requirement:* If the applicant is not the true owner of the vehicle or the taxicab business.
 - (7) *Unfit applicant or licensee:* If the applicant, in the opinion of the County or its designee, is not fit to be a licensee, hereunder, in the best interest of the general public welfare and safety, or for a specific breach of one or more of the requirements of this regulation.
 - (8) Any taxicab owner found to be operating a taxicab, or causing a taxicab to be operated, within a revoked or suspended right to operate a taxicab shall be assessed a civil penalty by the County as follows:
 - (a) For the first violation: \$1,000;
 - (b) For the second violation: \$1,500;
 - (c) For the three or more violations: \$2,000.
- (b) *Hearings:*
- (1) *Notice:* Any suspension, cancellation or refusal to issue a license or to renew a license made hereunder shall be by written notice issued by the County, or its designee, to the applicant or licensee. Said notice shall include a statement that the applicant or licensee is entitled to demand a hearing, provided such demand is made in writing to the County, and such hearing shall be conducted within seven (7) business days after the applicant or licensee's request for a hearing is received by the County or its designee.
 - (2) *Demand for hearing:* Any demand for a hearing must be made within thirty (30) days after mailing of the notice of the suspension, revocation or refusal to issue a license.
 - (3) Hearings shall be conducted before a Hearing Officer designated by the County who shall render a determination.
- (c) *Surrender of License:* In the event of a suspension or cancellation as provided for herein of a taxicab operator's or owner's license, the holder thereof shall deliver the license and any badge issued in conjunction therewith to the County.

SECTION 11: RECORDKEEPING.

There shall be kept in the office of the County a complete record of each license or permit issued to a driver and of all renewals, suspensions and revocations thereof, which record shall be kept on file with the original application of the driver for a taxicab driver's license.

SECTION 12: INSURANCE; SUITABILITY OF VEHICLE.

- (a) No vehicle shall be licensed as a taxicab hereunder unless it has a "For Hire" insurance policy in effect. No vehicle shall be licensed as a taxicab hereunder unless it is insured by a public policy for damages for death or injuries to persons in the amount provided in the laws, rules and regulations established by the State of New York as the minimum required of any vehicle operated as a taxicab and maintains coverage in a specified amount per person, payable for those expenses specified in paragraphs one, two and three of subsection (a) of section five thousand one hundred two of the New York State Insurance Law, and coverage in specified amounts of minimum and maximum liability for bodily injury and death, as said terms are defined in subdivision one of section three hundred seventy of the New York State Vehicle and Traffic Law.
- (b) The County shall refuse to issue a taxicab vehicle license or, if already issued, shall revoke or suspend a license if the vehicle is unsuitable for public patronage, by virtue of being unclean, unsafe, or out of compliance with any applicable law, rule or regulation; or if in the discretion of the County the design, capacity or other specifications of such vehicle render it unsuitable for use as a taxicab.

SECTION 13: LICENSE CARD.

If, upon inspection, a vehicle is found to be in proper condition and in compliance in accordance with the provisions of all applicable laws, rules and regulations; and upon the approval of the application for a taxicab vehicle license and the payment of the license fee hereinafter set forth, such vehicle shall be licensed by delivering to the owner a card of such size and form as may be prescribed by the County. The card shall contain the official license number of the taxicab vehicle and a statement to the effect that, in case of any complaints, the County shall be notified, giving the license number of the taxicab and the telephone number and address via which such complaints may be made. Such card shall be signed by the County. The taxicab vehicle license number assigned hereunder shall, in each case, be the same as that assigned to the vehicle for that year pursuant to law. Taxicab vehicle license cards must be displayed in a prominent place visible to all passengers in the taxicab vehicle for which the license card is issued. For each such vehicle the license number shall correspond to the number appearing on the sticker required to be affixed to the left rear bumper of each such vehicle as required by this regulation.

SECTION 14: INSPECTION OF TAXICABS.

- (a) No vehicle shall be licensed as a taxicab pursuant to this regulation until it has been inspected and examined and found to be in a thoroughly safe condition for the transportation of passengers; clean, fit, of good appearance, well painted in accordance with this regulation and in complete compliance with all requirements of the applicable laws, codes and regulations, including that each such vehicle shall bear "taxi" or "livery" license plates issued by the New York State Department of Motor Vehicles. The County requires (i) each taxicab or pre-arranged for-hire vehicle it licenses to be inspected no less frequently than every twelve months by an official inspection station licensed pursuant to

section three hundred three of the New York State Vehicle and Traffic Law, or, if the taxicab or pre-arranged for-hire vehicle is registered in another state, by the agency responsible for vehicle registration and inspection in that state, and (ii) each taxicab or pre-arranged for-hire vehicle to display a valid inspection sticker indicating the date of the last inspection and/or the expiration date, if such stickers are issued by the state of registration.

- (b) Taxicabs are to be inspected by the County or other facility designated by the County. There shall be an inspection fee of Fifty (\$50) Dollars paid to the County for each vehicle inspected.
- (c) Such inspection shall occur prior to licensing of such vehicle as a taxicab, and thereafter twice per year.
- (d) A copy of the inspection report shall be given to the vehicle owner and/or operator and/or driver and the County at the completion of the inspection.
- (e) The inspection of the taxi shall include, but not be limited to, a review of those conditions set for in Section 15, below.
- (f) Upon passing inspection, the County or other inspection facility designated by the County shall notify the County, who shall provide a sticker to be placed on the rear of the Taxicab.
- (g) Upon receipt of a report from any designated inspection station which finds a Taxicab to be unfit or unsuited for public patronage or which shall fail to comply with the requirements of this regulation, the licensing official shall refuse a license or shall revoke or suspend the license previously issued.
- (h) It shall be unlawful to possess or display a forged, altered or unauthorized County Inspection Sticker.
- (i) The County may additionally inspect or cause to be inspected all taxicabs from time to time, as often as it may deem necessary for the public health, safety and welfare. Said inspections shall not be evidence to be used against the County with respect to any claim of liability and the County assumes no special duty or obligation to any person with respect to same but shall be evidence merely that the licensee has had inspections made as required by this regulation.

SECTION 15: TAXICAB VEHICLE REQUIREMENTS.

(a) Taxi Vehicle Identification/condition

(1) The County shall issue a Taxicab Vehicle License to each such vehicle which shall assign a unique taxicab number as described in this regulation to each vehicle so licensed. Taxicab markings must be permanently displayed on both front doors of each vehicle. Markings must include (a) taxi owner or company name, (b) taxicab number, (c) words "TAXI" or "TAXICAB" or "CAB" and (d) Dutchess County, New York.

- (2) The Taxicab number must also be permanently and visibly displayed on the rear of such vehicle (left and right rear fenders, and left side of trunk lid or tailgate).
 - (3) Taxicabs shall each be numbered, with a unique four-digit number. Companies will be assigned a two-digit number (for example, Company A = 20, Company B = 30, etc.) Each taxicab vehicle will be assigned a two-digit number within each company. Thus each vehicle shall have a unique four digit number, the first two indicating the company and the second two indicating the vehicle within the company fleet. Numerical assignments are to be approved by the County or its designee.
 - (4) Each taxicab vehicle shall prominently display on the outside of the driver's side door and on the outside of the front passenger's side door the schedule of fares for trips originating and ending within the County, known as "in-County trips," charged to passengers for the hire of such taxicab. In addition each taxicab vehicle shall prominently display such information on a fare card in the interior of the vehicle such that it is clearly visible and readable by all passengers.
 - (5) The signs and numbers described herein as required must contain lettering not less than 3 inches in height and 3 inches in width with a quarter inch paint stroke between each figure. Letter color must contrast to the door color and be readable from a minimum distance of one hundred fifty (150) feet. Background of sign must be of white reflective material.
 - (6) The County shall issue a sticker for each vehicle so licensed which shall be affixed to the left rear of the subject vehicle. Each such sticker shall display the unique four-digit number assigned to such vehicle.
 - (7) Every taxicab shall be equipped with an exterior roof light, which must contain the name of the company or the word "TAXI" or "TAXICAB" or "CAB". The exterior roof light must be permanently mounted and lit when in service. The exterior roof light must be lit to an extent to be clearly visible during daylight hours. It shall be presumptive evidence that when a taxicab roof light is lit, the taxicab is in service and in operation.
 - (8) Each cab shall contain a three inch reflective stripe the entire length of the vehicle on the driver side, rear and passenger side of the vehicle.
- (b) In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this Regulation, each licensed taxicab operating within the County shall at all times remain in compliance with each of the following VEHICLE requirements:
- (1) No vehicle shall be licensed as a taxi for the first time if it was manufactured ten (10) years or more prior to the date of registration or has more than 200,000 miles.
 - (2) Every vehicle shall be kept mechanically fit, interior and exterior kept in a clean and sanitary condition and shall at all times bear a current New York State Inspection Sticker and a County Inspection Sticker.

- (3) Under no circumstances shall any two (2) door vehicle be licensed as a taxicab. Vans may be licensed and approved for use as taxicab vehicles only if each such van provides a seat and a seat belt for each passenger and carries no more than ten (10) passengers at any given time.
- (4) Every vehicle shall be equipped with an adequate heater of a type which will not permit exhaust gasses to enter the interior of the vehicle.
- (5) Every vehicle shall be equipped with at least three (3) adjustable rear-view mirrors, one (1) in the driver's compartment and two (2) exterior mirrors installed on the exterior of the vehicle, one (1) on the driver's side door and one (1) on the passenger-side door.
- (6) Every vehicle shall be equipped with a standard speedometer properly installed and maintained in good working order. No licensed vehicle shall be operated in public while such speedometer is inoperative or disconnected.
- (7) Every vehicle shall have either acceptable snow tires, all-weather radial tires or tire chains on the drive wheels of such vehicle when pavement conditions are such as to require said use for the safety of the driver, passenger and the general public.
- (8) Every vehicle shall be equipped with dual windshield wipers properly installed and maintained in good working order, which shall be operated whenever weather conditions require. This shall include windshield washers in proper working condition. In addition, each licensed vehicle shall at all times remain in compliance with New York State Regulations requiring that headlights be turned on at any time windshield wipers are in operation.
- (9) Every vehicle shall contain original or replacement upholstery and floor mats in good and suitable condition for satisfactory use by the public. In the event that original upholstery or floor mats are found to be worn or otherwise deteriorated, such upholstery or floor mats must be replaced prior to the use of the licensed vehicle for conveyance of the public.
- (10) Every vehicle shall be equipped with an interior light capable of illuminating the entire interior of taxicab after sundown. The light shall be so arranged as to be automatically turned on by the opening of any door to the vehicle and shall also have a switch easily accessible to passengers.
- (11) Wherever glass is used in the construction of any licensed vehicle, such glass shall be safety glass, clearly and permanently marked as such and of a type approved by the Commissioner of Motor Vehicles of the State of New York. All glass in said licensed vehicle shall be in good condition and shall not contain air bubbles, cracks or fractures. Glass shall not be tinted; however, vehicles licensed prior to the enactment of this ordinance shall be permitted to have manufactured installed tint only.
- (12) The fenders, bumpers and body of each licensed vehicle must be rigidly and tightly fastened to said vehicle, free from significant or extensive dents or mutilation, and shall be so constructed as to allow the full opening of all doors of the vehicle. The

exterior of the vehicle shall be properly maintained, painted and the finish in good condition. This includes all exterior light lenses to be free from cracks and to be the proper color.

(13) The vehicle must be equipped with both front and rear window defroster/defogger. They are to be in proper working condition.

(14) Every vehicle shall be equipped with hubcaps on all four (4) wheels or shall have uniformly painted wheels in lieu thereof.

(15) Shades, window tinting of any degree or curtains are prohibited on the any taxicab. Window tinting shall be permitted on cabs licensed at the time of the enactment of this ordinance provided the tinting was installed by the manufacturer of the vehicle.

(16) New York State license plates, County Inspection Sticker and any other licensing and inspection identification shall be placed and maintained in such manner as to be clearly visible and unobstructed at all times.

(17) No licensed vehicle shall be equipped with any equipment which is not reasonably useful or necessary to furnish safe, adequate and convenient taxicab service to the public.

(18) Each vehicle used as a taxicab shall be equipped with a roof light which shall be illuminated by an electrically-powered light and controlled by the driver.

(19) Each vehicle used as a taxicab shall comply with all applicable federal, state and other laws, rules and regulations pertaining to its use by and accessibility to persons with disabilities.

(20) Each taxicab vehicle shall display upon the inside of both the right and left passenger doors a sticker stating the following in both the English and Spanish language in no smaller than 18- point type in capital letters:

“PUBLIC NOTICE/AVISO PUBLICO

THIS VEHICLE MAY BE STOPPED AND VISUALLY INSPECTED BY ANY POLICE OFFICER AT ANY TIME TO ENSURE THE SAFETY OF THE DRIVER AND THE OCCUPANTS AND COMPLIANCE WITH THIS REGULATION.

DRIVER’S SAFETY./

ESTE VEHICULO PUEDE SER DETENIDO E INSPECCIONADO VISUALMENTE POR LOS AGENTES DE PLICIA EN CAULQUIER MOMENTO PARA GARANTIZAR LA SEGURIDAD DEL CONDUCTOR Y LOS OCUPANTES Y EL CUMPLIMIENTO DE ESTE CAPITULO.

COUNTY TAXI INSPECTION SAFETY PROGRAM/PROGRAMMA DE INSPECCION DE SEGURIDAD DE TAXI DE DUTCHESS COUNTY.

(21) Each taxicab shall prominently display in the interior thereof visible to all passengers a sign or sticker written in both English and Spanish language in no less than 18-point type advising that seat belts are available and shall be used by all passengers.

- (c) Taxicabs licensed in accordance with this regulation may be equipped with a partitions or shields made of plexiglass or other shatterproof material located between and effectively separating the front and rear seats .

SECTION 16: REQUIREMENT OF COMPANY TO MAINTAIN RECORDS.

- (a) Every company operating any taxicab shall designate an employee such as a dispatcher or other such person who shall be responsible to keep and maintain a trip sheet at all times during the operation of such Taxicab(s). In addition, every taxicab operator shall keep and maintain a trip sheet at all times during the operation of such taxicab. Such trip sheet shall record at a minimum the following information:
- (1) The name, driver's license number, Taxicab Driver's License number and expiration date of each and every driver operating such vehicle for the trips recorded on the trip sheet;
 - (2) Date, commencement time in hour and minute(s) and origin point of each trip for each passenger;
 - (3) Date, drop-off or termination time in hour and minute(s) and destination or termination location of each trip for each passenger;
 - (4) Fare charged and collected for each trip for each passenger;
 - (5) Date, time in hour and minute(s) and location of any accident(s) or breakdown causing an interruption or discontinuance of the operation of such taxicab, and a description thereof;
 - (6) The issuance of any citation or violation of any law, rule or code involving the operation of such taxicab and/or the conduct of the driver of same.
- (b) The operator of any taxicab business shall produce any and all such trip sheets for any and all taxicabs operated, owned or controlled by such persons upon demand therefore by any police officer or the County.
- (c) All such trip sheets shall be retained and kept on file and made available for audit, examination and inspection by the County or its designee at all reasonable times for a minimum period of two (2) years by every owner, Operator and/or proprietor of every taxicab and company operating and/or owning same.
- (d) In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this regulation, each licensed taxicab operating within the County shall at all times remain in compliance with each of the following requirements applicable to all owners and operators thereof:
- (1) Must maintain and furnish a current list of drivers and employees to the County.
 - (2) Must provide a letter to the County upon the discharge or termination for any reason of a driver and/or employee, giving the reason for such discharge or termination.
 - (3) Must promptly report to the County the transfer of ownership of any vehicle licensed by the County and concurrently turn in to the County the taxicab vehicle license of such vehicle.
 - (4) Must report in writing changes of address of the owner, operator or driver of a taxicab to the County within three (3) days of said change.

(5) Must maintain proper vehicle insurance for all owned or operated taxis in accordance with New York State Vehicle and Traffic Law or other laws, rules or regulations and report a revocation or cancellation of insurance immediately to the County. Proof that the vehicle is covered by current liability insurance policy shall be attached to the application in the form of a Certificate of Insurance.

SECTION 17: REQUIREMENTS OF DRIVERS.

In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this Regulation, each licensed taxicab driver operating within the County shall at all times remain in compliance with each of the following DRIVER requirements:

- (1) Shall keep the interior and exterior of the taxicab in clean and sanitary condition and shall at all times maintain the vehicle in compliance with this regulation.
- (2) Shall not smoke while the vehicle is carrying passengers.
- (3) Shall at all times, while on duty, have displayed in the interior of the vehicle which He/she is operating, his/her Taxicab Driver's License. The license shall be displayed as required by Section 5.
- (4) In the event a driver's appearance changes substantially, he shall provide the County with a new photograph and shall accompany such photograph with an application fee of two (\$2.00) dollars. Fifteen (\$15.00) dollars shall be the fee charged for a replacement license.
- (5) Shall report to the police any unlawful act committed in, with or in connection with his vehicle or any attempt to use his vehicle to commit a crime or escape from the scene of a crime.
- (6) Shall not permit any passenger in the taxicab except a paying fare during such time as the taxi is being used for business purposes.
- (7) Shall not operate a taxicab when there is snow or ice on the pavement unless there are chains, all weather radial tires or snow tires on the drive wheels.
- (8) While on duty, the driver shall state his/her name and employer's name to any passenger or police officer on request. Also, it shall be unlawful for any driver of any taxicab to misrepresent or withhold the name of his employer or the business address and business telephone of the same.
- (9) Shall not cruise within the County seeking passengers nor make any personal solicitation on any street or other public place for passengers to ride or hire any particular taxicab other than from immediately adjacent to such taxicab while parked at a designated taxicab stand, in compliance with Section 22 hereof. Taxicabs shall not stand on any public street or place other than at or upon a taxicab stand designated by the County.
- (10) No vehicle licensed as a taxicab shall be used for the carrying of any freight, goods or merchandise of any nature whatsoever while carrying a fare unless such goods or merchandise are owned by the fare riding with same.
- (11) Carriage of infected persons. Should it be found by the owner, Operator or driver that a taxicab has been used to convey any person infected with a contagious disease or if any blood or bodily fluids or discharges have contaminated the passenger area of the taxi, such vehicle shall not be used until it has been thoroughly cleaned and disinfected in accordance with applicable laws, rules and regulations related to public health.

(12) Any owner or operator shall not permit any one driver to operate a taxicab more than twelve (12) hours in any continuous twenty-four (24) hour period, except the driver of a taxicab exclusively hired or engaged for special trips or excursions.

(13) Shall not be permitted to carry more than five (5) passengers including children in a 4-door sedan vehicle and shall not be permitted to carry more than ten (10) passengers including children in a station wagon or van.

(14) Shall not operate a taxicab if the vehicle has any equipment violations as defined in this Regulation or in the Vehicle and Traffic Law, Section 375, or other laws, rules and regulations.

(15) Must not consume alcohol or intoxicating drugs prior to or during the driving or other operation of a taxicab. This excludes prescription and over the counter medications which do not cause drowsiness, fatigue, blurred speech or vision or other conditions which may impair the ability to drive safely.

(16) Except when authorized in the Vehicle and Traffic Law, driver shall not use the horn or otherwise make or create loud or unnecessary noise, such as for announcing arrival or alerting potential patrons.

(17) Shall not obstruct traffic. Driver shall pull to the curb to pick up and discharge passengers. Driver shall not intrude upon or obstruct pedestrian crossings, bus stops, loading zones, driveways, intersections or other areas requiring the free and unobstructed flow of traffic when stopped to pick up or discharge passengers.

(18) Shall provide a written receipt accurately stating the exact fare paid by any passenger requesting same.

(19) Each and every operator and driver of a taxicab vehicle operating as such in the County is required to accept as a paying fare every orderly adult person, and shall not refuse to accept as a paying fare any adult person on the basis of any disability, or on the basis of their race, ethnicity, religion, sex, age, sexual preference or other discriminatory basis or criteria prohibited by law.

(20) Shall not illegally use, consume, possess or deal in intoxicating liquors or drugs.

SECTION 18: SUSPENSION OR REVOCATION OF TAXICAB VEHICLE AND/OR DRIVER'S LICENSE.

Taxicab vehicle and/or driver's licenses may be revoked or suspended at any time for cause after a hearing by the County. Cause includes but is not limited to: violation of any Sections of this Regulation; conviction of a violation, misdemeanor or felony pursuant to the Laws of the State of New York; transporting, soliciting or procuring any person to ride in a licensed taxicab for the purpose of commission of a crime. Licenses shall be revoked if the vehicle shall be used for immoral or illegal purposes. Licenses and permits may be suspended or revoked for failing to be and remain in compliance with all applicable laws, rules and regulations. Licenses and permits may be suspended or revoked for having an outstanding judgment or an unpaid civil penalty owed for a violation of New York State Vehicle and Traffic Law relating to traffic in any other licensing jurisdiction meeting the standards and requirements of New York Vehicle and Traffic Law Section 498, subdivisions three, four, and six, or a violation of regulations promulgated by such other licensing jurisdiction duplicating or incorporating by reference any of the provisions of New York State Vehicle and Traffic Law, until such judgment is satisfied or such civil penalty is paid. There shall be a continuing review of the driving record of every taxicab or pre-arranged

for-hire vehicle driver licensed by the County, as reflected in the number and type of convictions accumulated on the driver's license issued to such driver. There shall be a mandatory suspension for a thirty-day period of a taxicab or pre-arranged for-hire vehicle driver's license upon the accumulation of one and one quarter (1.25) or more points on such person's driver's license within a fifteen-month period, and the mandatory revocation of a taxicab or pre-arranged for-hire vehicle driver's license upon the accumulation of two and one half (2.5) or more points on such person's driver's license within a fifteen-month period. When the license is suspended or revoked, the taxicab driver's and/or vehicle license card hereinbefore provided for shall be retained by the County and shall be returned only after the expiration of the suspension period with suitable entry being made thereon by the County or its authorized designee as to the reason for and duration of the suspension. The County upon determination to revoke or suspend a license shall notify the holder of his decision in writing by certified mail and state the reasons for his action.

SECTION 19: REGISTER OF LICENSED TAXICABS.

The County shall keep a register of the name of each person owning or operating or otherwise legally responsible for a taxicab vehicle licensed under this regulation, together with the license numbers of vehicles and drivers. Such record shall be open to the inspection of the public at all reasonable times.

SECTION 20: RETURN OF LICENSES, CARDS AND PERMITS; NON-ASSIGNABILITY; TRANSFER OF VEHICLE LICENSE EXCEPTION, FEE.

Every person to whom a license card, license or permit has been issued under the provisions of this regulation shall, upon discontinuing or abandoning the ownership, operation or driving of a taxicab, return such license card, license or permit to the County unless such card, license or permit has been lost or for other reason cannot be restored. Such card, license or permit shall not be assigned or transferred to any other person or be applicable to any motor vehicle other than the one specified therein. Any licensee who permits his license, permit or card to be used by any other person or for any vehicle other than the one for which same was issued and any person who uses such license, permit or card granted or given to any other person or who uses such permit or license for a vehicle other than the one for which it was issued shall each be guilty of a violation of this regulation. Notwithstanding the foregoing, the owner or operator of a vehicle licensed as a taxicab under this Regulation may take such vehicle out of service as a taxicab for any reasonable cause, such as damage, wear and tear, sale of the vehicle, age of the vehicle or other. In such case, such owner or operator may apply to the County for permission to transfer the license issued to such vehicle to another vehicle to be put in service as a taxicab to replace the vehicle originally licensed. Such application shall include all the information pertaining to the replacement vehicle required for a taxicab vehicle license, and such replacement vehicle shall meet all the requirements applicable to taxicabs, as required by this regulation. Such application to transfer such taxicab vehicle license shall be accompanied by a non-refundable One Hundred (\$100.00) Dollar transfer application fee.

SECTION 21: DUPLICATE LICENSE, PERMIT OR CARD.

Whenever a license, permit, badge or card shall be lost, stolen or destroyed, without fault on the part of the holder, his agent or employee, a duplicate in lieu thereof, under the original application, may be issued by the County upon the filing of a sworn affidavit containing the facts

of such loss or theft and upon the payment of the cost of such duplicate license, permit, card, badge or tag. The replacement fee for a lost, stolen or destroyed license, permit, badge or card shall be twenty-five (\$25.00) dollars.

SECTION 22: TAXICAB STANDS.

Taxicab stands may be established by local law or duly promulgated regulation and subject to such approval as may require, and shall be used only by taxicab drivers in the order of their arrival at said stands. Taxicab stands may be used only by licensed taxicabs then available for hire and being driven only by licensed taxicab drivers.

SECTION 23: SOLICITING; NO CRUISING.

No taxicab, while awaiting employment, shall stand or travel on any public street except stopped at a stand designated in accordance with this Regulation. No person shall solicit passengers from any point other than immediately adjacent to his taxicab. Taxicabs shall not cruise or operate on the streets of the County, without a fare under hire, for the purpose of soliciting business. No taxicab owner, operator or driver shall employ radios, telephones, or other methods or means of remote communicating in order or so as to pre-empt, intercept, precede or otherwise interfere with any other driver or operator of a taxicab which has lawfully been called, appointed or retained to serve a fare.

SECTION 24: SCHEDULE OF CHARGES.

- (a) Except as provided in Subdivision (B) of this Section, the rate of fare for the transport of passengers and/or baggage to and from destinations within the County shall be no more than five (\$5.00) dollars for the first four (4) miles and \$2.00 for each additional mile. A fee of no more than \$2.00 may be charged for each additional passenger who originates and terminates at the same location.
- (b) Passengers who are 65 years or older from any point having its origin within the County to any point having its destination within the County shall be discounted ten (10%) percent.
- (c) Owners, Operators and Drivers must display fare rates visible to all passengers.
- (d) Owners must submit along with the Taxi Vehicle License Application its established fare rate for transports within, through and outside the County limits.
- (e) The soliciting of tips, gratuities or any charges in addition to those authorized herein is prohibited. This clause shall not prohibit the voluntary offer or acceptance of a tip or gratuity.
- (f) No person shall charge or attempt to charge any passenger a greater fare than that to which the taxicab driver is entitled to collect under the provisions of this regulation.
- (g) If a taxicab waits for more than five (5) minutes for a passenger at the passenger's request, there may be a charge for waiting of one (\$1.00) dollar for each five (5) minutes or fraction thereof after the first five (5) minutes.

(h). Transport of animals.

(1) There is no additional charge for carrying a guide, hearing, or service dog accompanying a blind person or a hearing impaired person; or other person whose physical or medical condition requires the assistance of such animal; and no driver shall refuse or decline to carry a passenger or fare for the reason that such person is accompanied by such an animal.

(2) Drivers may refuse to transport any other animal unless the animal is securely enclosed in a kennel case which can be reasonably accommodated by such vehicle; or is otherwise reasonably secured in accordance with the size, kind and nature of such animal.

(i). The Schedule of Fares herein established may be amended by promulgation of a regulation.

SECTION 25: PAYMENT OF FARES.

(a) Prepayment. Every driver of a taxicab shall have the right to demand payments of the legal fare in advance and may refuse employment unless so prepaid, but no driver of a taxicab shall otherwise refuse or neglect to convey any orderly person or persons upon request to any lawful destination anywhere in the County, unless previously engaged, off duty or otherwise lawfully unable to do so.

(b) Disputed fares. All complaints as to fares shall be submitted in writing to the County on a form provided by the County. The complaint shall provide a brief description of the nature of the facts, the date, time and place of the incident, the name of the taxicab company and operator if known, and the name, address and telephone number of the person making the complaint. The same will be forwarded to the County or its designee for review and investigation. The taxicab owner or operator shall have an affirmative obligation to provide the relevant trip sheet to the County or its designee in furtherance of his investigation. Failure to provide said trip sheet to the County or its designee shall result in an automatic finding in favor of the complainant. Within thirty (30) days from the date the complaint form is submitted to the County or its designee shall issue a written finding, which shall be provided to the complainant and taxicab company and/or Operator.

(c) Penalties. When a taxicab owner or Operator is found to be in violation of the fare provision, the owner or operator shall be assessed a civil penalty by the County in the amount of \$100 per violation. In addition to the civil penalty assessed, any taxicab owner or operator found to be in violation of the fare provision shall be required to reimburse the complainant in the amount found to have been overcharged by the County or its designee after his investigation. Said reimbursement funds shall be collected by the County in the form of a check or money order made payable to the complainant. The County shall notify the complainant of the receipt of reimbursed funds using the contact information provided by the complainant in the form described in Section (b). The County shall make reasonable efforts, including telephone contact and/or regular mail correspondence, to locate the complainant and provide said funds. In addition to the amount to be reimbursed to the complainant, any outstanding civil penalty shall be reassessed at the time of the owner or operator's license renewal. No license pursuant to

this regulation shall be issued if any civil penalty is unpaid at the time of renewal. Any operator found in violation of the fare provision three or more times may have their taxicab driver's license, vehicle license or license to operate suspended or revoked by the County or its designee.

SECTION 26: RECEIPTS OF FARES.

Whenever a passenger in a taxicab asks for a receipt for the fare paid by him, it shall be given to him by the driver. Such receipt shall show the name of the driver, the name of the owner of the taxicab, the number of the Taxicab, the time when the trip began and ended, the origin, any stops, and final destination of the trip, and the amount of fare collected.

SECTION 27: RIDERS PROHIBITED.

No person shall be allowed to ride on the front seat of any taxicab next to the driver except paying passengers, and any driver who shall permit this may be deprived of his license via suspension or revocation of same by the County. It shall be the duty of all police officers to issue violations to offenders and notify the County of any violation of this provision.

SECTION 28: COMPLIANCE WITH NOISE ORDINANCE; SOUNDING OF HORN PROHIBITED.

Every driver of a taxicab shall at all times comply with all applicable laws, rules and regulations, prohibiting loud or unnecessary noise in disturbance of peace and quiet. At no time shall a taxicab driver sound the horn or otherwise make noise to notify another person of his presence or to notify, attract or solicit a customer or passenger. Taxicab drivers violating this section are subject to any and all penalties provided for violations of this regulation, including but not limited to suspension and/or revocation of said driver's taxicab driver's license, and/or the taxicab vehicle permit or license issued to such vehicle. This shall be in addition to and not instead of subjecting such offender to other penalties prescribed by the County and any other law for violating such other laws or ordinances prohibiting loud or unnecessary noise and/or cruising.

SECTION 29: ARTICLES FOUND IN TAXICABS.

Every driver of a taxicab, immediately after the termination of any hiring or employment, must carefully search such taxicab for any property lost or left therein, and any such property, unless sooner claimed or delivered to the owner, must be taken to the police station and deposited with the officer in charge within 24 hours after the finding thereof.

SECTION 30: USE OF VEHICLE FOR UNLAWFUL PURPOSES; DECIVING OR MISINFORMING PASSENGERS PROHIBITED.

(a) It shall be unlawful for any licensed driver of any taxicab to misrepresent his own name, and/or the name of his employer, or knowingly to receive or transport any person or persons who intend any unlawful act in such vehicle, during the voyage or at the termination thereof, whether within such vehicle or not. It shall be unlawful for any such driver to solicit or procure or to aid or assist in soliciting or procuring any person to ride in a licensed taxicab with the intent of the driver or of any or all passengers to commit any unlawful act therein or

at any time during the voyage or immediately following the termination thereof, whether within the vehicle or not.

(b) It shall be unlawful for any licensed driver of any taxicab to solicit and/or procure the sale or distribution of controlled substances. It shall be unlawful for any licensed driver of any taxicab to solicit and/or procure any person to ride in a licensed taxicab for the purpose of sale or distribution of controlled substances.

(c) Operating a vehicle under the influence of alcohol or a controlled substance shall be grounds for immediate suspension and revocation of a driver's license. The County may require a licensee to submit to drug and alcohol screening tests upon reasonable cause. Refusal to submit to such screening test or a positive test result shall constitute grounds for revocation of a license.

(d) No person owning, operating or driving a taxicab shall deceive or misinform any customer or passenger who may pay for taxicab service, or who may ride or desire to ride in any such vehicle as to the shortest route to a destination or as to the lawful fare to be charged. No person owning operating or driving a taxicab shall deceive or misinform any customer or passenger as to the location or distance of the destination requested; nor shall any passenger be transported to any destination other than the one specified and/or by any route directed or requested by such person.

SECTION 31: NOTIFICATION.

The County, upon both the issuance and disposition of a summons issued in County to a taxicab or pre-arranged for-hire vehicle licensed in another jurisdiction, shall notify such other jurisdiction of such issuance and disposition.

SECTION 32: INTERJURISDICTIONAL INFORMATION SHARING.

The County shall provide, by means of a dedicated telephone line or read-only access to an electronic database, the following information to other jurisdictions meeting the standards and requirements set forth in New York State Vehicle and Traffic Law Section 498, subdivisions three, four, and six: the name of the holder of a taxicab or pre-arranged for-hire vehicle license; the vehicle identification number of a licensed taxicab or pre-arranged for-hire vehicle; the date first licensed; the date such licenses were most recently renewed; and all violations issued to each licensee and the disposition of each such violation. Such information obtained by a licensing jurisdiction from other licensing jurisdictions shall be used solely for the enforcement of laws and regulations applicable to the provision of transportation for compensation on a pre-arranged basis.

SECTION 33: "DOING BUSINESS" PROHIBITED IN ANOTHER JURISDICTION.

No owner of a vehicle licensed as a taxicab or pre-arranged for-hire vehicle by the County or any person or business engaged in the for-hire transportation of passengers by motor vehicle that is affiliated with such licensee shall do business within any jurisdiction in which it seeks to operate on an inter-jurisdictional basis. "Do business" shall mean having a place of business or telephone number in such jurisdiction relating to for-hire transportation of passengers by motor vehicle.

The foregoing Resolution No. 2016275, Local Law No. __ of 2016, was laid on desks on November 7, 2016, and considered on ____, 2016.

Roll call vote at that time resulted as follows:

AYES:

NAYS:

ABSENT:

Resolution adopted.

The County Executive held a public hearing on the foregoing Local Law on _____, 2016 and signed it into Law on the same day. The effective date of the Local Law was _____, 2016.

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

Constantine Kazolias, 47 Noxon Street, Poughkeepsie, spoke regarding returning the sales tax to the City of Poughkeepsie and in favor of a countywide police department.

No one else wishing to speak, on motion by Legislator Miccio, duly seconded by Legislator Bolner and carried, the Regular Order of Business was resumed.

There being no further business, the Chairman adjourned the meeting at 7:18 p.m.