

# 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	✓		
<b>Present:</b>	<u>23</u>	<b>Total:</b>	<b>23</b>	<b>2</b>
<b>Absent:</b>	<u>2</u>			
<b>Vacant:</b>	<u>0</u>			

Date: 10/11/16

Regular Meeting  
of the  
Dutchess County Legislature

Tuesday, October 11, 2016

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

Roll Call by the Clerk of the Legislature

PRESENT: 23 Borchert, Miccio, Bolner, Strawinski, Black, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

ABSENT: 2 Amparo, Brendli

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Father Tom Colucci of St. Mary's Mother of Church in Fishkill, followed by a moment of silent meditation.

**Commendations:**

Commendation: Eagle Scout Joshua Adam Koszer

Commendation: Eagle Scout Mark Gambeski

Commendation: Dutchess County SPCA 145<sup>TH</sup> Anniversary

Commendation: Noel Knille

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.

Ginny Buechele, Town of Poughkeepsie, spoke regarding Resolution 2015245 and 2014086. Comments attached.

Constantine Kazolias, spoke regarding 2016239 and 2016240 and in opposition to city property being removed from the tax rolls.

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

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

The September 2016 minutes were adopted.

Virginia Buechele  
Town of Poughkeepsie  
a/k/a tonight  
the Lady in Black

*Speaking  
Copy*

or  
**the Dutchess County Poorhouse Lady**

on  
behalf of the mentally ill, poor, unfortunate or downtrodden  
individuals

Formerly under Dutchess County's care on the far side of the  
County at the Dutchess County Poorhouse/County Home/County  
Infirmary as it has been called over the years 1864-1998.

Speaking to Resolution

**2016245 CONFIRMING THE APPOINTMENT OF ROBERT H.  
BALKIND, P.E., AS THE COMMISSIONER OF THE  
DEPARTMENT OF PUBLIC WORKS**

First of all I would like to refer to a May 12, 2014 resolution adopted  
by this Legislature – Resolution # 2014086 entitled “A resolution  
authorizing demolition of Vacant Structures, including asbestos  
abatement at the eastern Dutchess Government Center etc.

Included and made part of this resolution was a Jan. 2014 report  
entitled “**EDGC Stabilization and Disposition of Vacant  
Structures**” prepared by Brad Barclay of Dutchess County  
Department of Public Works

Page 10 of the PDF version of the 2014 Resolution reads:

The SEQRA findings for the original scope of work to renovate the EDGC, which were upheld by the court system, stated that the West Wing would be retained as an example of the structures that made up the County Poorhouse and was to be the location of the historical display on the site's long history of County use. If the building is not to be stabilized and retained for future use, the County's SEQRA Negative Declaration of Significance would have to be amended to reflect this change and a new means of treating the historical use of

## Page 33 of the PDF version of the 2014 Resolution

### West Wing (6,500 sq ft, 2 Storied + Basement and Attic)

The West Wing was proposed for renovation, because it was in the best shape of all the older structures dating from the County Poorhouse era and it is visible from the adjacent County Highway. It was originally designed and used predominately for office space and had an elevator shaft, which would make renovation for the proposed uses possible. The building remains structurally sound, but the deterioration has continued and it is significant. If the recommended stabilization efforts are not undertaken very soon the building may become unsalvageable.

Having just visted the EDGC last week and seeing the West Wing Building with a broken upper story window.

I have the following questions for the County Executives Commissioner of Public works nominee for which he is seeking approval of this evening and anticipate it pertinent they be answered on the record prior to his confirmation.

- - - Can the Broken Window I referenced be Boarded up Before Winter along with other minor maintenance and repairs to prevent further deterioration?
- - - Has there been any "mothballing", "stabilization" and/or preservation of the West Wing Since January 2014? If so, please describe! If Not? Why Not?

I'm asking the County Executive and his nominee to answer these questions and to please help preserve this one small piece of the long history of this site as has been previously called for and insinuated by the written and spoken words of County Officials past and present and this Legislature.

Thank you for your time and this opportunity to speak.

## COMMUNICATIONS RECEIVED FOR THE OCTOBER 2016 BOARD MEETING

Received the following from County Clerk:

- Mortgage Tax Detail Ledger and Mortgage Tax Report for September 2016
- Summary of Mortgage Tax Received April 2016 – September 2016

Received from the Dutchess County Department of Community and Family Services, 2015 Annual Report.

Received from the NYC Environmental Protection, Notice of Completion of Draft Environmental Impact Statement- Project: Water for the Future: Upstate Water Supply Resiliency CEQR No. 15DEP006U.

Received from Erie County Legislature, Resolution Intro. 17-5(2016), requesting that the New York State Attorney General conduct a thorough and comprehensive investigation of the price of the life saving EpiPen by Mylan.

Received from Cattaraugus County Legislature, ACT NO. 436-2016: Calling for an Official Investigation into the Price Gouging of EpiPens.

Received from the Dutchess County Comptroller:

Audit report of the Child Abuse Prevention Center, Inc for the period April 1, 2014- December 31, 2015

Completed A 87 report for the time period January 1, 2015 through December 31, 2015

Received from the Dutchess County Water and Wastewater Authority, Tentative Estimate of 2017 Debt Service Expenditures and Revenue Needs, and the Tentative Assessment Rolls for Zones of Assessment A,B,C,D,H,J,K,L and Q in the Dutchess County Water District, and for Part County Sewer Districts 1,2 and 3.

Received from the Schuyler County Legislature, Resolution No. 283, Resolution calling on Governor Andrew M. Cuomo and The State Legislature to Work With New York's Congressional Delegation to Amend and Improve the Family First Prevention Services Act of 2016 to Ensure Essential Fiscal Resources are Maintained to Support Families in Need.

Received from the Essex County Board of Supervisors, Resolution No. 265 Resolution in Support of the Access Adirondacks Memorandum of Understanding Among Public and Private Organizations Regarding Recreational Access to Adirondack State Lands.

Received the following from Drescher & Malecki LLP:

New York State Department of Transportation Financial Assistance Schedule for the Year Ended December 31, 2015 and Independent Auditors Report.

Basic Financial Statements, Required Supplementary Information for the Year  
Ended December 31, 2015 and Independent Auditors' Report.

Received from Budget Director, Contingency and Capital Reserve Account Status as of  
October 5, 2016.

Received from Marcus J Molinaro, County Executive, Order of Succession.

Received from Assembly Member Cahill, acknowledgement of Res No. 2016201,  
Urging Governor Cuomo to sign Into Law Public Defense Mandate Relief Act (S.814/  
A.10706).



## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 62,500

Total Current Year Revenue \$ 62,500  
and Source

100% NYS OASAS funded state aid.

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: \$0 \_\_\_\_\_

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

#### Additional Comments/Explanation:

NYS OASAS has awarded \$62,500 to the Council on Addiction Prevention and Education of Dutchess County, Inc. for the creation of a Peer Engagement Program in Dutchess County.

Prepared by: Gerald A. Brisley, II, MBA

Prepared On: 8/22/2016

## *Family and Human Services 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*	<i>absent</i>	
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson (VC)		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: <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>	

# 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution:   
 Motion:

Total: 23 0  
 Yes No  
 Abstentions: 2

2016234 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF BEHAVIORAL & COMMUNITY HEALTH (A.4320)

Date: October 11, 2016

RESOLUTION NO. 2016235

RE: AUTHORIZING AMENDMENT OF FUNDING UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT

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

WHEREAS, the United States Congress enacted the Workforce Innovation and Opportunity Act of 2014 (WIOA) to provide the framework for a unique workforce preparation and employment system designed to meet the needs of businesses and the needs of job seekers and those who want to further their careers, and

WHEREAS, the New York State Department of Labor has provided allocations to Dutchess County for the operation of

- \* PY 2016 Title 1B WIOA Admin funding for the period of July 1, 2016 through June 30, 2018;
- \* PY 2016 Title 1B WIOA Adult funding for the period of July 1, 2016 through June 30, 2018;
- \* PY 2016 Title 1B WIOA Dislocated Worker funding for the period of July 1, 2016 through June 30, 2018, now, therefore be it

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

APPROPRIATIONS - Increase

**2016**

CD6292.2016.4842	T-1B WIOA Dislocated Worker	\$112,049
CD6292.2016.4841	T-1B WIOA Adult	\$ 64,496
CD6292.2016.4844	T-1B WIOA Admin	\$ 19,617
		\$ 196,162

REVENUES - Increase

**2016**

CD6292.2016.47910.42	T-1B WIOA Dislocated Worker	\$112,049
CD6292.2016.47910.41	T-1B WIOA Adult	\$ 64,496
CD6292.2016.47910.44	T-1B WIOA Admin	\$ 19,617
		\$ 196,162

CA-128-16  
CRC/MY/kvh G-1263  
09/08/16

STATE OF NEW YORK

ss:

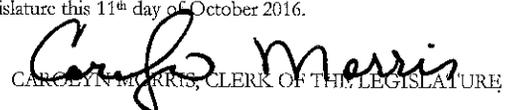
COUNTY OF DUTCHESS

**APPROVED**  
  
**MARCUS J. MOLINARO**  
**COUNTY EXECUTIVE**

Date 10/13/2016

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 11th day of October 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 11<sup>th</sup> day of October 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 \$ 196,162 \_\_\_\_\_

Total Current Year Revenue \$ 196,162 \_\_\_\_\_  
and Source

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

Identify Line Items(s):

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

Nature/Reason:

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

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

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

Additional Comments/Explanation:

Prepared by: Marilyn Yerks, CFO, DCWIB

Prepared On: 9/7/16

KAREN A. COLEMAN  
Deputy Commissioner for Workforce Development

New York State Department of Labor  
W. Averell Harriman State Office Campus  
Building 12, Room 590, Albany, NY 12240  
[karen.coleman@labor.ny.gov](mailto:karen.coleman@labor.ny.gov)  
[www.labor.ny.gov](http://www.labor.ny.gov)

August 15, 2016

Mr. Marcus J. Molinaro  
County Executive  
Dutchess County  
Dutchess County Office Building  
22 Market Street, 6th Floor  
Poughkeepsie, New York 12601

Dear Mr. Molinaro:

Attached is a Notice of Obligational Authority (NOA) PY16-2 for Local Workforce Development Area – Dutchess County.

NOA PY16-2 represents the initial allocation of funding for the Program Year 2016 Workforce Innovation and Opportunity Act's Title IB Adult and Dislocated Worker programs. The obligational authority for the balance of these funds will be made available after October 1, 2016. These funds are available for use for the period July 1, 2016 - June 30, 2018.

Any questions concerning this information should be directed to Ms. Nancy Bell, State Representative at 518-457-0239.

Sincerely,



Karen A. Coleman  
Deputy Commissioner  
for Workforce Development

Attachment(s)

cc: Mr. John Forte  
Ms. Nancy Bell  
Ms. Laraine Kautz  
Mr. Alfonso Rubio-Aragon  
Ms. Delores Caruso

NOTICE OF OBLIGATIONAL AUTHORITY LWDA# 60

NOA #PY16-2

LWDA# Dutchess County  
DUNS# 082282195  
Grantee  
Marcus J. Muliparo  
County Executive, Dutchess County

GRANTOR: The Governor of New York through  
the New York State Department  
of Labor

This NOA authorizes Program Year 2016 funding for the period (07/01/16  
through 6/30/18), except Youth (04/01/16 through 6/30/18.)  
FAIN: AA283341655A16

NYSDEL Contact: Nancy Bell

TELEPHONE: (518) 457-0239

WIOA GRANT	PRIOR LEVEL	CHANGE THIS NOA	NEW LEVEL
CFDA# 17.259 T-1B Youth	\$496,373.40	\$0.00	\$496,373.40
CFDA# 17.258, 17.259, 17.278 T-1B Admin	\$55,152.60	\$19,616.01	\$74,768.61
CFDA# 17.258 T-1B Adult	\$0.00	\$64,495.32	\$64,495.32
CFDA# 17.278 T-1B Dislocated Worker	\$0.00	\$112,048.74	\$112,048.74

Approved by:

  
Karen A. Coleman

Deputy Commissioner for Workforce Development

08/15/16



## Dutchess County Workforce Investment Board

"Building Partnerships for Workforce Solutions"

September 7, 2016

Marcus J. Molinaro  
County Executive  
Dutchess County Office Building  
22 Market Street, 6<sup>th</sup> Floor  
Poughkeepsie, NY 12601

RE: 2016 Workforce Innovation & Opportunity Act Funding

Dear Mr. Molinaro:

Enclosed please find a Resolution Request for the aforementioned grant. Please submit for legislative approval for the October 2016 session. The corresponding Notice of Obligation Authority is attached.

Should you have any questions regarding the above, please contact me at 845-463-5411.

Sincerely,

Marilyn T. Yerks  
Chief Financial Officer

---

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

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

# RESOLUTION REQUEST FORM

Date of Legislative Meeting: October 2016

**Department:**

Dutchess County Workforce Investment Board

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

Marilyn Yerks 845-463-5411

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

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

**Brief Description of Request:**

Accept funding under Notices of Obligation of Authority for PY16 under the Workforce Innovation and Opportunity Act.

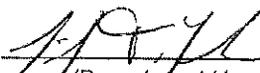
**Fiscal Impact (current year) of resolution: \$ 251,314**

(Attach completed Fiscal Impact Statement)

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

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

9/7/16  
(Date)

  
(Department Head Signature)

## *Family and Human Services 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*	<i>absent</i>	
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson (VC)		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 11  
 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		
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District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
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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>2</u>	Motion:	<input type="checkbox"/>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2016235 AUTHORIZING AMENDMENT OF FUNDING UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT**

Date: October 11, 2016

RESOLUTION NO. 2016236

RE: APPOINTMENT OF MARGARET HIRST, LCSW-R,  
AS ACTING COMMISSIONER OF THE DEPARTMENT  
OF BEHAVIORAL & COMMUNITY HEALTH

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

WHEREAS, Dutchess County is required to have a Commissioner of the Department of Behavioral & Community Health, and

WHEREAS, in order to conform with New York State law, the Dutchess County Charter requires that the Commissioner of the Department of Behavioral & Community Health be a medical doctor licensed to practice in the State of New York, and

WHEREAS, the County must appoint an Acting Commissioner of the Department of Behavioral & Community Health, Grade MJ, and

WHEREAS, the New York State Department of Health has given the County its consent to appoint Margaret Hirst, LCSW-R, Acting Commissioner of the Department of Behavioral & Community Health notwithstanding the fact Margaret Hirst is not a medical doctor, as long as the County has a "medical doctor who can be engaged to provide medical consultation as needed", and

WHEREAS, the County's Medical Examiner, Dennis Joseph Chute, M.D. shall be available to provide medical consultation to the Department of Community & Behavioral Health as required by the New York State Department of Health, and

WHEREAS, Margaret Hirst has served the County for the past thirty-five years in mental hygiene related administrative functions and is presently charged with the responsibility of administering mental hygiene services in Dutchess County, and

WHEREAS, Margaret Hirst has served the County with distinction and is well qualified to supervise the administrative requirements of the Department of Behavioral & Community Health on an interim basis, and

WHEREAS, in consideration of her qualifications and the allowance given by the New York State Department of Health for this appointment, the County Executive has requested that the appointment of Margaret Hirst, LCSW-R, as Acting Commissioner of the Department of Behavioral & Community Health be effective as of September 24, 2016, and not to exceed six months, and

WHEREAS, pursuant to Section 3.04 of the Charter, this Legislature has the authority to accept and confirm the appointment of Margaret Hirst, LCSW-R, as Acting Commissioner of the Department of Behavioral & Community Health, now therefore, be it

RESOLVED, that the appointment of Margaret Hirst as Acting Commissioner of the Department of Behavioral & Community Health is effective as of September 24, 2016, and not to exceed six months, and, be it further

RESOLVED, that Dr. Dennis Joseph Chute shall be available to provide medical consultation as needed until a medical doctor has been permanently appointed to the position of Commissioner of the Department of Behavioral & Community Health.

CA-138-16  
JMF/CRC/kvh  
G-1652-B  
09/19/16

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 10/13/2016

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 11th day of October 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 11<sup>th</sup> day of October 2016.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

MARGARET HIRST, LCSW - R

Deputy Commissioner  
Dutchess County Department of Behavioral Health  
230 North Road, Poughkeepsie, New York 12601  
845-486-3791 (w)  
845-485-2759 (fax)  
[mhirst@dutchessny.gov](mailto:mhirst@dutchessny.gov)

EXPERIENCE

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JAN 1, 2016 – SEPT 23, 2016 *Deputy Commissioner – Department of Behavioral & Community Health & Director of Community Services*

The Director of Community Services, under Article 41 of Mental Hygiene Law, provides oversight of the local healthcare system for persons affected by any combination of chemical dependence, mental illness, and developmental disabilities. Oversight involves planning, advocacy, budget and fiscal reporting, and operating a comprehensive and accessible system of services for these individuals.

JUNE 2015- DEC31,2015 *Acting Commissioner – Department of Mental Hygiene & Director of Community Services*

JAN 1, 2013- JUNE 2015: *Division Chief for Clinical Services*

This is a professional supervisory position involving responsibility for the clinical and administrative operation of three formerly separate clinical divisions (Mental Health, Chemical Dependency and Intellectual and Developmental Disabilities), which deliver clinical services to the community both directly and through county contractual providers. This position also includes serving as the Acting Director of Community Services/Commissioner as designated by the Commissioner/Director of Community Services.

**Duties include:**

- Assessing the need for and develop programs and services related to the needs of the patient population,
- Developing each annual Local Governmental Plan for Mental Health, Chemical Dependency and Intellectual and Developmental Disabilities,
- Monitoring and evaluating existing programs and services for residents of the community,
- Overseeing the operation of licensed programs: Partial Hospital Program (MH), the Intensive Treatment Alternative Program (CD), as well as, Forensic Services, Jail-based Services, Mental Health Outreach Services and CD Assessment Services, Prevention Services, Children's Services, Housing/SPOA Coordination, Assisted Outpatient Services, and Family Court and Juvenile Delinquent Evaluation Services,
- Overseeing and monitoring contracted programs and services for all outpatient mental health clinic services, outpatient chemical dependency services, outpatient intellectual and developmental disability services, housing agencies, vocational agencies, care management agencies, and all other contracted clinical services,
- Monitoring Performance Outcomes of directly operated and contract programs and services on a quarterly basis,
- Act as primary contact for all DMH Delivery System Reform Incentive Program (DSRIP) committees and activities with Westchester Medical Center PPS and Montefiore PPS,

- Preparing preliminary budgets, research funding sources, develop grants and monitor fiscal expenditures for the division,
- Supervising professional and support staff within the division,
- Attending the Department's weekly Executive Council meetings to exchange information and ideas with other division/office representatives,
- Acting as a resource to other Departments and the community regarding mental health, chemical dependency and intellectual developmental disabilities,
- Monitoring the performances of and advising the various agencies operating under contract with the division,
- Collecting data and prepare reports for the departments and various state agencies,
- Serving on a variety of committees in the health, mental hygiene and human services fields, providing information and seeking input into improving the delivery of divisional services including as the DMH representative on the Dutchess County Criminal Justice Council and STOP DWI Board,
- Makes public appearances on issues related to divisional services and speak to community organizations and other human services providers.

MAY, 2001 -  
DEC, 2012:

*Clinical Division Chief, Chemical Dependency Services*

This is a professional supervisory position involving responsibility for the clinical and administrative operation of chemical dependency services, both directly operated and contracted, which deliver clinical services to the community. This position also includes serving as the Acting Director of Community Services/Commissioner as designated by the Commissioner/Director of Community Services.

**Duties include:**

- Assessing the need for and developing programs and services related to the needs of the patient population,
- Developing the Local Governmental Plan for chemical dependency,
- Facilitating annual Public Forums for Chemical Dependency Services,
- Monitoring and evaluating existing programs and services for residents of the community,
- Overseeing the Intensive Treatment Alternative Program Outpatient Day Rehabilitation Program, Forensic Services, Jail-based Services, Mental Health Outreach Services and CD Assessment services,
- Overseeing and monitoring programs and contractual services for all outpatient chemical dependency services including methadone maintenance, housing and Crisis Services,
- Monitoring Performance Outcomes of directly operated and contract programs and services on quarterly basis,
- Preparing preliminary budgets, research funding sources, develop grants and monitor fiscal expenditures for the division,
- Supervising professional and support staff within the division,
- Attending the Department's weekly Executive Council meetings, exchanging information and ideas with other division/office representatives,
- Acting as a resource to other Departments and the community regarding chemical dependency,

- Monitoring the performances of and act as advisor for the various agencies operating under contract with the division,
- Collecting data and preparing reports for the department and various state agencies,
- Serving on a variety of committees in the health, mental hygiene and human services fields, providing information and seeking input into improving the delivery of divisional services, including serving as DMH representative to the Dutchess County Criminal Justice Council and STOP DWI Board,
- Making public appearances on issues related to divisional services and speak to community organization and other human services providers.

JAN, 1992-  
MAY 2001:

*Clinical Division Chief, Developmental Disabilities*

This is a professional supervisory position involving responsibility for the clinical and administrative operation of intellectual and developmental disability services, both directly operated and contracted, which deliver clinical services to the community. This position also acts as the Acting Director of Community Services at the direction of the Commissioner/Director of Community Services.

**Duties include:**

- Assessing the need for and developing programs and services related to the needs of the patient population,
- Developing the annual Local Governmental Plan for Intellectual and Developmental Disabilities,
- Facilitating annual Public Forums for Intellectual and Developmental Disability Services,
- Monitoring and evaluating existing programs and services for residents of the community,
- Overseeing the Clinic for the Multi-Disabled (a dually licensed OMH and OASAS licensed outpatient clinic for individuals with intellectual and developmental disabilities and/or mental health and chemical dependency issues),
- Overseeing and monitoring programs and contractual services for all outpatient IDD services including housing, respite, family support, day habilitation, vocational services and care management,
- Monitoring Performance Outcomes of directly operated and contract programs and services on quarterly basis,
- Preparing preliminary budgets, research funding sources, develop grants and monitor fiscal expenditures for the division,
- Supervising professional and support staff within the division,
- Attending the Department's weekly Executive Council meetings, exchanging information and ideas with other division/office representatives,
- Acting as a resource to other Departments and the community regarding intellectual and developmental disability,
- Monitoring the performances of and act as advisor for the various agencies operating under contract with the division,
- Collecting data and preparing reports for the department and various state agencies,
- Serving on a variety of committees in the health, mental hygiene and human services fields providing information and seeking input into improving the delivery of divisional services.

- 1983-1991: *Clinical Unit Administrator; Case Management Unit*  
Provide clinical and administrative oversight to approximately 35 multi-disciplinary care managers including; Licensed Clinical Social Workers, Registered Professional Nurses, Community Mental Health Counselors, Community Mental Health Aides and shared staff from Hudson River Psychiatric Center. Care managers provided monitoring, linking, and advocacy of all community support services for individuals open in all publically funded outpatient programs in Dutchess County.
- 1978-1983: Held positions as Staff Social Worker in a Continuing Treatment Center and as Supervising Social Worker and Project Leader of the Coping Skills Teams in three community adult homes.
- 1977-1978 Staff Social Worker, Wassaic Developmental Center  
1972-1975 Social Worker, Vassar Brothers Hospital  
Marymont College, BA, 1972
- EDUCATION: Adelphi University School of Social Work, MSW, 1977

**Morris, Carolyn**

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**From:** Rector, Steven  
**Sent:** Thursday, October 06, 2016 4:40 PM  
**To:** Morris, Carolyn  
**Cc:** Baiano, Chris  
**Subject:** RE: Margaret Hirst  
**Attachments:** COMMISSIONER OF MENTAL HYGIENE.doc; COMMISSIONER OF HEALTH.doc

We do not currently have a Job Spec for Commissioner of DBCH nor Deputy Commissioner of DBCH for Mental Hygiene.

During the previous recruitment process, we supplied the two attached specs for informational purposes. We're not required to have a job spec for these positions since they're unclassified and exempt class positions so we didn't create a new spec for the combined Department intentionally. The intent was to wait till the incumbent had time to develop the position structure and roles and not try to anticipate the components of the spec.

Additionally, certain roles for the position are defined in the County Charter, State Department of Mental Health regulations, and State Department of Health regulations.

If I can clarify anything additional, please let me know. Thanks.

**Steven J. Rector**  
**Commissioner of Human Resources**  
**Dutchess County Department of Human Resources**  
22 Market St, 5th Floor  
Poughkeepsie, NY 12601  
Phone: 486-2181 Fax: 486-2186  
Email: [srector@dutchessny.gov](mailto:srector@dutchessny.gov)

[www.dutchessny.gov](http://www.dutchessny.gov)

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**From:** Morris, Carolyn  
**Sent:** Thursday, October 06, 2016 4:26 PM  
**To:** Rector, Steven  
**Cc:** Baiano, Chris  
**Subject:** FW: Margaret Hirst

*Carolyn Morris*  
*Clerk*  
*Dutchess County Legislature*  
*845.486.2100*

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**From:** Legislator Francena Amparo [<mailto:francenaamparo@gmail.com>]  
**Sent:** Wednesday, October 05, 2016 7:50 PM  
**To:** Morris, Carolyn; Strawinski, Micki  
**Subject:** Margaret Hirst

2016 036

**Morris, Carolyn**

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**From:** O'Neil, William  
**Sent:** Thursday, October 06, 2016 12:05 PM  
**To:** Morris, Carolyn  
**Cc:** Rector, Steven; Baiano, Chris  
**Subject:** Timeline for DBCH Commissioner Search

The current timeline for the DBCH commissioner search is as follows:

- Search for candidates by Mercer Group thru October
- HR screening and Selection Committee\* Interviews November and December
- Finalist(s) Interview with County Executive January
- Selection and legislative approval January/February
- Start Date On or before the beginning of the 2<sup>nd</sup> quarter

\*Selection committee includes department heads, representatives from Board of Health and Mental Hygiene Board, Local non-profits, citizens and legislators.

We will provide any updates or changes as they might occur.

Let me know if you need anything else.

Bill

**William F.X. O'Neil**  
**Deputy County Executive**  
**Dutchess County**  
22 Market Street  
Poughkeepsie, New York 12601  
Phone: 845.486.2000; Fax: 845.486.2021  
email: [woneil@dutchessny.gov](mailto:woneil@dutchessny.gov)

[www.dutchessny.gov](http://www.dutchessny.gov)

**Morris, Carolyn**

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**From:** Baiano, Chris  
**Sent:** Monday, October 03, 2016 9:35 AM  
**To:** Morris, Carolyn  
**Cc:** Rector, Steven; Stricker, Darcy  
**Subject:** RE: Dutchess County Health Department Commissioner

**From:** Pirani, Sylvia J (HEALTH) [<mailto:sylvia.pirani@health.ny.gov>]  
**Sent:** Monday, September 12, 2016 8:46 AM  
**To:** Rector, Steven  
**Cc:** Hutton, Brad J (HEALTH); Anderson, Ellen J (HEALTH); Johnson, Celeste M (HEALTH); Cuomo-Whitney, Susan M (HEALTH); Chytilo, Jan C (HEALTH)  
**Subject:** Dutchess County Health Department Commissioner

Dear Commissioner Rector,

Commissioner Zucker asked me to respond to your email requesting guidance on the position of Commissioner of Health in Dutchess. We are sorry to learn that Dr. Kurban is leaving the position.

No formal State DOH approval is necessary for the County's appointment of an interim Public Health Commissioner. Therefore you can name Margaret Hirst as interim or acting Commissioner, as long as you have a medical doctor who can be engaged to provide medical consultation as needed. If this is the plan that is implemented, please send us contact information including after-hours cell phone for Ms. Hirst so we can update our files.

With regards to identifying a fulltime qualified candidate for appointment, we would encourage you to recruit widely, including with NYSACHO, the schools of public health in NYS and with [publichealthjobs.org](http://publichealthjobs.org). If after conducting that recruitment, you were to identify a candidate with the MD degree but without an MPH, we could consider approving that candidate conditionally for a two year period while s/he completes an MPH degree, or depending on his/her academic qualifications, the courses required as part of a six course public health certificate. I am attaching the packet of information we provide to counties to help you with this recruitment and with the approval process.

Please contact me if you want to discuss any of these issues or if we can assist Ms. Hirst in any way. We wish you the best of luck with this recruitment.

Sylvia Pirani  
Director, Office of Public Health Practice  
NYS Department of Health  
Corning Tower Rm 943, ESP  
Albany, NY 12237  
518 473-4223  
[sylvia.pirani@health.ny.gov](mailto:sylvia.pirani@health.ny.gov)



Department  
of Health



## COMMISSIONER OF HEALTH

### DISTINGUISHING FEATURES OF THE CLASS:

This is a department head position with responsibility for the directing, managing and regulating of the Department of Health's delivery of public health services throughout the County pursuant to the powers and duties specified in NYS Public Health Law and the Dutchess County Charter and Administrative Code. Duties include promoting health, disease prevention and ensuring the highest quality of health protection to County residents through environmental sanitation, communicable disease control, personal health services, preventive healthcare and health education. Work is performed under the general direction of the County Executive and in cooperation with the Board of Health. General supervision is exercised through subordinates over a large number of professional, technical and support staff.

### TYPICAL WORK ACTIVITIES:

1. Establishes overall public health policy and conducts long-range planning for the Department by assessing internal and external environments;
2. Plans, organizes, directs and controls all public health maintenance and preventive healthcare activities for the County, under the guidelines set by the New York State Public Health Law and other national, state and county legal regulations;
3. Leads the local public health system (including other providers of health and related services in the county) in conducting a comprehensive community health assessment which identifies the resources and needs of the community;
4. Organizes the various functions of the Health Department through appropriate departmentalization and delegation of duties;
5. Establishes formal means of accountability, including systems or quality assessment and improvement, and approves developments or changes in matters involving departmental policies and procedures;
6. Directs the application of a system of responsible accounting, including budget and internal controls, and approves the annual budget;
7. Participates in interdepartmental and departmental meetings when appropriate, to maintain liaison with the professional staff of the various departments concerning matters impacting on public health;
8. Develops and implements standards, programs and procedures for the provision of ongoing public health services as required according to the New York State and Dutchess County Sanitary Codes;
9. Determines responsive and preventive measures to be taken in safeguarding all aspects of the health of the County's residents, and works closely with the County's individual municipalities to assist them in development of their own public health programs;
10. Works with key leaders and institutions within the County to establish a local public health system in order to most effectively address the health needs of the County;
11. Participates in local, state and national professional healthcare organizations and obtains and disseminates information on current and future healthcare practices and trends to ensure the applicability and compliance of County healthcare activities and forecasting with current medical and legal standards.
12. Performs a variety of related activities as required.

## COMMISSIONER OF HEALTH (Cont'd)

### KNOWLEDGES, SKILLS AND ABILITIES:

Comprehensive knowledge of principles, practices and techniques of modern medicine; comprehensive knowledge of principles and practices of public health administration including knowledge of public administration, personnel administration and fiscal planning; thorough knowledge of public health laws and code; ability to develop, plan and implement public health operating policies, regulations and procedures; ability to manage effectively and objectively an organization providing various health services to a large health district; ability to work effectively with public officials, professional organizations, the media, community groups and private individuals in the public health field; ability to elicit the cooperation of others; ability to analyze and evaluate reports and elicit the cooperation of others; personal characteristics necessary to perform the duties of the position; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS:

Must meet the minimum qualifications set by New York State Public Health Law Section 351 and 352 and 10 NYCRR 11.11:

- A. A Commissioner of Health of a County shall be a physician who is currently registered to practice medicine in New York State and possesses two (2) years of experience in administrative practice and:
  - 1. Certification by the American Board of Preventive Medicine, or
  - 2. A Master's degree in Public Health or a related field.
- B. All appointments to the position of Commissioner of Health must be approved by the State Commissioner of Health.
- C. Candidates who do not meet the education or experience requirements may be conditionally approved by the State Commissioner of Health for a two (2) year appointment (see 10 NYCRR 11.11 for details.)

**NOTE:** Additional training and experience in public health may be required.

Education beyond the secondary level must be from an institution recognized or accredited by the Board of Regents of the New York State Department of Education as a postsecondary, degree-granting institution.

REVISED: 9/19/14

## COMMISSIONER OF MENTAL HYGIENE

### DISTINGUISHING FEATURES OF THE CLASS:

The Dutchess County Charter Section 9.02 provides that "the Commissioner of Mental Hygiene shall be the chief administrative officer of the department."

New York State Law refers to this position as the "Director of Community Services." According to New York State Mental Hygiene Law Section 41.03, the Director of Community Services "is the chief executive officer of a local governmental unit, by whatever title known." 14 NYCRR 102.6 delineates the qualifications for this position.

This is a department head position with responsibility for the administration, planning and coordination of the Community Mental Health Program within Dutchess County. Duties include the management of clinics, mental health programs and developmental disabilities programs pursuant to the powers and duties specified in NYS Mental Hygiene Law, the Dutchess County Charter, and Administrative Code. The incumbent determines policies relating to both the content and context of programs and facilities under the guidance of the Mental Hygiene Advisory Board with the goal of attaining the most comprehensive services feasible. The incumbent is required to attend related Legislative sessions, committee meetings and department head meetings on the County level, related state-wide meetings or conventions and related association meetings with the intent to pursue the above goal. Work is performed under the guidelines of Mental Hygiene Law and Regulations and under the general direction of the County Executive and the Mental Hygiene Advisory Board. General and direct supervision is exercised over subordinate professional, para-professional, clerical and administrative staff. Incumbent is required to be on call and to work hours other than the scheduled workweek. Incumbent is also required to drive to various worksites.

### TYPICAL WORK ACTIVITIES:

1. Directs community mental health and mental retardation/developmental disabilities services, including the in-patient units in general hospitals;
2. Coordinates mental health services with other authorized public health and mental health agencies and groups;
3. Plans, organizes and supervises mental health rehabilitation services;
4. Directs treatment of clients in facilities and services provided by the mental health agency;
5. Interprets activities to the community in promoting maximum use of mental health and mental retardation services;
6. Prepares annual reports of the programs under his direction, including fiscal accounting;
7. Conducts studies related to the promotion of mental health and mental retardation services or the prevention of psychiatric disorders;
8. Investigates and secures alternate sources of funding and grants on a timely basis;
9. Makes staffing and budgeting recommendations to Mental Health Board for immediate and long-range programming;
10. Encourages the development and expansion of preventive, rehabilitative and treatment programs in the fields of mental health and mental retardation, including the establishment of facilities for these purposes;
11. May upon appointment, serve as a member of a Regional Mental Health Advisory Committee;
12. Does related work as required.

**COMMISSIONER OF MENTAL HYGIENE** (Cont'd)

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Thorough knowledge of the modern theories and practices of mental health, mental retardation and developmental disabilities; thorough knowledge of basic psychiatric sciences, community psychiatry, medical and social psychology, psychopathology, psychotherapy and function and pertinent pathology of the nervous system; thorough knowledge of current practices and administrative trends in the community mental health field; ability to develop, organize and supervise the short-range and long-range plans for the provisions of mental health and mental retardation services in a specific geographic area; ability to plan, organize and supervise services designed to prevent psychiatric disabilities and to promote care, treatment and training appropriate for this purpose; ability to prepare comprehensive reports; ability to communicate effectively both orally and in writing; ability to deal effectively with persons seeking mental health services; ability to plan and direct the work of others; ability to conduct oneself in a professional manner when acting in an official capacity; physical condition commensurate with the demands of the position.

**RECOMMENDED QUALIFICATIONS:**

Must meet the minimum qualifications set forth in New York State regulation 14 NYCRR 102.6:

(a) Each director of community [mental health] services shall meet the following requirements:

- (1) the individual shall be a physician licensed to practice medicine in New York State who shall be deemed board certified or board eligible in psychiatry, neurology, pediatrics; or
- (2) the individual shall be a psychologist who is currently licensed as a psychologist by the New York State Education Department; or
- (3) the individual shall have obtained a master's degree in social work, and is currently licensed as a licensed master social worker or as a licensed clinical social worker by the New York State Education Department; or
- (4) the individual shall have obtained a master's degree in psychiatric mental health nursing and shall be licensed by the New York State Education Department as a registered nurse; or
- (5) the individual shall have obtained a master's degree in rehabilitation counseling, psychology, social work, public health administration, public administration, hospital administration, human services administration, business administration or other equivalent degrees as determined by a curriculum reviewed and approved by the New York State Education Department; and
- (6) the individual must have obtained a degree or degrees from a college or university recognized by the New York State Education Department; and

COMMISSIONER OF MENTAL HYGIENE (Cont'd)

(7) the individual with a doctoral degree or medical degree, or an individual with a master's degree shall have had at least five years of progressively responsible clinical and/or administrative experience in a governmental, private, not-for-profit or proprietary program providing services for people who have a diagnosis of mental illness, mental retardation, developmental disability, alcoholism or substance abuse. At least two of the five years shall include functioning in an administrative capacity for the management of a program in which the candidate was responsible for the overall direction and control of an identifiable organizational unit or program. Such experience shall be specifically related to the powers and duties of the director of community services in accordance with section 102.7 of this Part (14 NYCRR 102.7).

(b) When a local governmental unit appoints a director of community services with an administrative degree as defined in paragraph (a) (5) of this section, the local governmental unit shall also designate a senior level clinician with responsibilities for supervision of clinical services. Such designee shall have a clinical degree and licensure or certification in addition to demonstrable clinical work experience.

MH0105

ADOPTED: 06/73

REVISED: 10/12/73      10/09/79      01/29/82      09/14/83      10/30/87  
09/19/14

Discussion on Resolution No. 2016236 proceeded as follows:

Legislator Flesland made a motion, duly seconded by Legislator Bolner, to amend the resolution to strike the words "~~and expire upon the permanent appointment of a commissioner~~" and replace with "**and not to exceed six months**".

Roll call on the foregoing motion resulted as follows:

AYES: 23 Borchert, Miccio, Bolner, Strawinski, Black, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 2 Amparo, Brendli

Motion adopted.

Roll call on the foregoing resolution resulted as follows:

AYES: 22 Borchert, Miccio, Bolner, Strawinski, Black, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

NAYS: 1 Tyner

ABSENT: 2 Amparo, Brendli

Resolution adopted.

## *Family and Human Services 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*	<i>absent</i>	
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson (VC)		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 11  
 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

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

Legislator Flesland made a motion, duly seconded by Legislator Bolner, to amend the resolution to strike the words "and expire upon the permanent appointment of a commissioner and replace with **"and not to exceed six months"**.

# 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23                      Resolution: ✓                      Total: 22                      1  
 Absent: 2                              Motion:                                   Yes                              No  
 Vacant: 0    Abstentions: 0

2016236 APPOINTMENT OF MARGARET HIRST, LCSW-R, AS ACTING COMMISSIONER OF THE DEPARTMENT OF BEHAVIORAL & COMMUNITY HEALTH

Date: October 11, 2016

ENVIRONMENT

RESOLUTION NO. 2016237

RE: APPOINTMENT TO THE DUTCHESS COUNTY ENVIRONMENTAL  
MANAGEMENT COUNCIL

Legislators MICCIO, BOLNER, LANDISI, HORTON, METZGER, WASHBURN, and  
FORMAN offer the following and move its adoption:

WHEREAS, a vacancy exists due to the resignation of Paul F. Quinn on the Dutchess  
County Environmental Management Council; and

WHEREAS, Shannon A. Fatum has expressed her desire to be appointed to the Dutchess  
County Environmental Management Council; now, therefore, be it

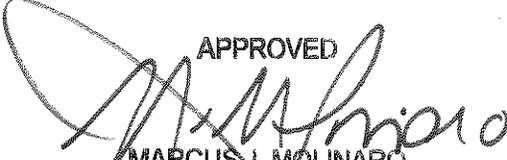
RESOLVED, that the Dutchess County Legislature does hereby appoint the following as  
a member of the Dutchess County Environmental Management Council for a two-year term  
effective immediately and expiring on the 30<sup>th</sup> day of June 2017:

Appointment

Term Expires

Shannon A. Fatum  
41 Cedar Lane  
Poughquag, NY 12570

June 30, 2017

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 10/13/2016

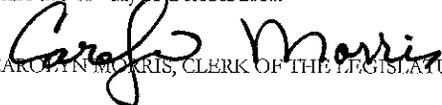
STATE OF NEW YORK

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 11th day of October 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 11<sup>th</sup> day of October 2016.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# SHANNON A. FATUM

845-430-9322

41 Cedar Lane Poughquag, NY 12570

sfatum@dutchessny.gov

## Public Health Engineering Technician

Knowledgeable, detail-oriented, and results-driven professional with 5+ years' experience in biological/chemical testing, research, and development and laboratory management. Demonstrates high level of leadership, initiative, and problem-solving abilities in complex scientific environments; continually searches for ways to improve performance, safety, and efficiency. Proven strengths in laboratory management, laboratory testing, SOP modification, staff/student training, equipment calibration/maintenance, quality control and environmental health and safety. *Strengths include:*

EHS ▪ Familiar with EPA Methods: 200.7/200.8/3010A/601/602/8021B/502.2/524.2/624/8260C/160.2/2540D  
Results Reporting/LIMS ▪ Hazardous Materials Management ▪ Quality Testing

## EDUCATION

B.S. in Biology, University at Albany, Albany, NY (2011)  
*President's Letter of Commendation*

## PROFESSIONAL EXPERIENCE

Dutchess County Department of Health – Poughkeepsie, NY 2015 to Current  
**Public Health Engineering Technician**

Participates in surveys, investigations of complaints (air, water, sewage), sampling and analysis of surface and ground waters; Assists in inspection of projects under construction and of completed projects to determine compliance with statutory requirements; Assists in the observations of pump tests, infiltration and/or exfiltration tests, deep test pits, percolation test pits and any other necessary field work required for water pollution control and water supply projects; Assists in the collection of samples of water and bacteriological and chemical analyses from water distribution systems and water supplies and individual water systems and samples of effluents for bacteriological and chemical analyses from all types of wastewater treatment facilities; Inspects less complicated water supply and distribution systems and sewage collection, treatment and disposal systems.

EnviroTest Laboratories Inc. – Newburgh, NY 2012 to 2015  
**GC/MS Analyst**

Perform analysis of water and soil samples for volatile organic compounds using FID/PID/HALL and MS instrumentation. Performed calibrations of instrumentation as needed. Regularly clean, repair, calibrate, and perform quality tests on equipment and instrumentation. Environmental Health and Safety team member. Also proficient in metals prep methods: 200.7, 200.8 DW and WW, 3010A.

Dutchess Community College – Poughkeepsie, NY 2013 to 2015  
**Chemistry Laboratory Teaching Assistant**

Oversee students and faculty in labs, assisting with experiment setup and execution and demonstrating techniques. Regularly clean, fix, calibrate, and perform quality tests on equipment and instrumentation. Produce reagents and various media. Ensure compliance with colleges' safety policies and OSHA regulations regarding hazardous waste disposal and containment. Maintain updated MSDS database for students and faculty "right to know". Assist students with homework and laboratory experimentation. Maintain library of current and retired laboratories conducted at the college.

## SHANNON A. FATUM

845-430-9322 ▪ sfatum@gmail.com

Columbia-Greene Community College

2009 - 2013

**Technical Assistant/Professional Tutor – Science Department**

Assist students with homework and laboratory experimentation.

Oversee students and faculty in labs, assisting with experiment setup and execution and demonstrating techniques. Regularly clean, fix, calibrate, and perform quality tests on equipment and instrumentation.

Produce reagents and various media. Ensure compliance with colleges' safety policies and OSHA regulations regarding hazardous waste disposal and containment. Produce reagents and various media for all laboratory classes.

## *Environment Subcommittee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 14 – Town of Wappinger	Amparo*		
District 13 – Towns of LaGrange, East Fishkill, Wappinger	Bolner*		
District 3 – Town of LaGrange	Borchert*		
District 17 – Town/Village of Fishkill	Miccio*		
District 9 – City of Poughkeepsie	Rieser	✓	
District 20 – Town of Red Hook	Strawinski*		
District 24 – Towns of Dover/Union Vale	Surman	✓	
District 25 – Towns of Amenia, Washington, and Pleasant Valley/Village of Millbrook	Washburn	✓	
* = Ex Officio		Total:	
		3	0

**Recommendations:** \_\_\_\_\_

Shannon Fatum

Date: 09/07/16

## *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*	<i>absent</i>	
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)		
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: 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution:   
 Motion:

Total: 23 0  
 Yes No  
 Abstentions: 0

2016237 APPOINTMENT TO THE DUTCHESS COUNTY ENVIRONMENTAL  
 MANAGEMENT COUNCIL

Date: October 11, 2016

RESOLUTION NO. 2016238

RE: AUTHORIZING COUNTY EXECUTIVE TO EXECUTE EASEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY PERTAINING TO THE QUAKER HILLS WATER SYSTEM

Legislators MICCIO, BOLNER, TRUITT, FORMAN, METZGER, WASHBURN, and SAGLIANO and offer the following and moves its adoption:

WHEREAS, by Resolution No. 2015097, this Legislature authorized the County and the Dutchess County Water and Wastewater Authority ("WWA") to acquire and establish Zone "U", known as the Quaker Hills Water System in the Town of Hyde Park, Dutchess County, New York, and

WHEREAS, on or about June 1, 1998, the County and WWA entered into a Service Agreement wherein the WWA may cause Water Service to be provided to the various water districts throughout the County which agreement has, from time to time, been amended, and

WHEREAS, the WWA is requesting a permanent easement from the County in order to maintain and repair an existing water main and to construct a flushing hydrant for improvement of water quality, which will be constructed on Tax Parcel No. 133200-6266-19-671024-0000 by the WWA, and

WHEREAS, the WWA is requesting an easement on Tax Parcel No. 133200-6266-19-671024-0000, located at 539 North Quaker Lane in the Town of Hyde Park which is currently owned by the County, and

WHEREAS, a copy of the proposed easement is annexed hereto, now therefore, be it

RESOLVED, that the County Executive, or his designee, is authorized to execute the easement, in substantially the same form as annexed hereto, between the County of Dutchess and the Dutchess County Water and Wastewater Authority pertaining to the Quaker Hills Water System.

CA-132-16  
CEB/kvb/G-1682  
09/09/16  
Fiscal Impact: See attached statement

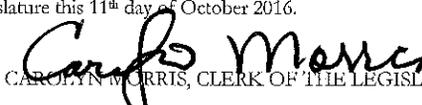
APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10/13/2016

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 11th day of October 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 11th day of October 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 \$ \_\_\_\_\_

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 Item(s):

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

Nature/Reason:

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

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

Additional Comments/Explanation:

Prepared by: Bridget Barclay

Prepared On: 9-07-2016

**Water Distribution Main Easement**  
**Quaker Hills Water System**

This Indenture is made and entered into this \_\_ day of \_\_\_\_\_, 2016 by and between County of Dutchess, a municipal corporation with its principal offices at 22 Market Street, Poughkeepsie, NY 12601 (the "Grantor") and the Dutchess County Water and Wastewater Authority, a public benefit corporation created pursuant to Title 6-C Article Five of the Public Authorities Law, as amended (the "Act"), of the State of New York with an office at 27 High Street, Poughkeepsie, New York 12601, (the "Grantees").

WITNESSETH

The Grantor, for and in consideration of the sum of \$1.00 and other good and valuable consideration paid by the Grantees, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, and release unto the Grantees, its successors and/or assigns an easement to install, maintain, repair and replace a water distribution main and related appurtenances under and through the real property of the Grantor situate in the Town of Hyde Park, County of Dutchess and State of New York (the "Property") in the easement area more particularly described in Exhibit "A" annexed hereto (the "Easement Area").

The Property of Grantor subject to this easement is described in a deed recorded on August 5, 2015 as Tax Parcel Identification No. 133200-6266-19-671024-0000 in the Dutchess County Clerk's Office as Document No. 02-2015-4734.

The Grantor grants and conveys to the Grantees a perpetual easement to enter the Easement Area for the purposes of installing, maintaining, repairing and replacing a water distribution main and related appurtenances within, under, and through the Easement Area from time to time, as the Grantees may deem necessary. The said water distribution main and appurtenances shall at all times remain the property of the Grantee and under its exclusive control and supervision, and the Grantor shall not interfere with or cause injury or damage to said water distribution main and appurtenances or interfere with the rights granted to the Grantees hereunder. The Grantor agrees that it shall place no permanent structures, fences or trees on or within the Easement Area.

The Grantees shall indemnify and hold harmless the Grantor, their successors, and assigns from any claims arising out of any action taken on the Property by the Grantees, their employees, or agents in connection with the easement granted to the Grantees by the Grantor, including but not limited to, action taken to install, repair, maintain and replace the water distribution main and related appurtenances.

The Grantees shall exercise good faith efforts to perform the installation, maintenance, repair and replacement of the water distribution main and appurtenances without materially interfering with the use and enjoyment of the Grantor of the Property. The Grantees shall restore the surface of the Easement Area and any other portion of the Property disturbed by the Grantees in the exercise of its rights hereunder to a similar condition such surface was in prior to the Grantees installing any water distribution main or related appurtenances and any maintenance, repair or

**Exhibit A**  
**Description**

SURVEY DESCRIPTION  
EASEMENT  
TO DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY  
OVER LOT # 1 AND 2 OF FILED MAP NO. 3502

ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Hyde Park, Dutchess County, State of New York, and being more particularly bounded and described as follows;

BEGINNING at a point being the northeasterly corner of the herein described easement, said point being distant 162.28 feet as measured on a course of N 86°00'00" W from the northeasterly corner of Lot #2 as shown on a certain map entitled "Quaker Hill Estates, Property of D. Cochran & A. Zolko" filed in the office of the Dutchess County Clerk on June 2, 1967 as filed map #3502; thence through Lot #2 and Lot #1 as shown on said filed map, S 00°35'29" W a distance of 69.58 feet, S 89°24'31" E a distance of 5.00 feet, S 00°35'29" W a distance of 23.60 feet, S 45°35'57" E a distance of 70.38 feet and N 89°24'03" E a distance of 113.74 feet to a point on the westerly side of North Quaker Lane; thence along North Quaker Lane, S 04°00'50" E a distance of 30.05 feet to a point, said point being distant 62.24 feet as measured on a course of N 04°00'50" W from the southeasterly corner of said lot #1; thence through said Lot #1 and Lot #2, S 89°24'03" W a distance of 127.96 feet, N 45°35'57" W a distance of 95.60 feet, N 00°35'29" E a distance of 36.40 feet, S 89°24'31" E a distance of 5.00 feet and N 00°35'29" E a distance of 70.77 feet to a point on the northerly line of said Lot #2; thence along Lot #2, S 86°00'00" E a distance of 20.04 feet to the point or place of BEGINNING.

August 25, 2016

RESOLUTION NO. 2015097

RE: ESTABLISHING ZONE "U" ZONE OF ASSESSMENT IN  
THE DUTCHESS COUNTY WATER DISTRICT IN THE  
TOWN OF HYDE PARK, DUTCHESS COUNTY

Legislators MICCIO, SAGLIANO, PERKINS, FARLEY, IGNAFFO, and STRAWINSKI offer the following and move its adoption:

WHEREAS, the New York State Legislature, by Chapter 592 of the Laws of 1991 (§1142, Public Authorities Law), created the Dutchess County Water & Wastewater Authority (WWA), and established the Dutchess County Water District covering all the areas within the boundaries of Dutchess County, and

WHEREAS, the WWA is entering into an Agreement with the Town of Hyde Park, owner of the Quaker Hills Water System, regarding the WWA's acquisition of that system which is located in the Town of Hyde Park, and

WHEREAS, the WWA's ability to close on this acquisition and provide water service to the customers of the Quaker Hills Water System is contingent on the creation of a Water District Zone of Assessment encompassing all properties in the said water system, which will include a total of one hundred and fifteen (115) tax parcels of which one hundred and nine (109) are developed residential properties, one is a vacant residential lot, one is the site of the water treatment facility, and four are undevelopable lots, and

WHEREAS, the WWA has presented to this Legislature a notice of project pursuant to Section 1124 of the Public Authorities Law which outlines the WWA's plan to establish Zone of Assessment "U" for the Quaker Hills Water System, located in the Town of Hyde Park, and

WHEREAS, this Legislature has before it a Map, Plan and Report entitled "Map, Plan and Report, County Water District Zone of Assessment "U" which was submitted to it by the WWA with the Notice of Project pursuant to Section 1124, and

WHEREAS, WWA proposes to enter into a Twelfth Restatement of the Amended Service Agreement with Dutchess County (County), on behalf of the proposed Zone of Assessment U whereby the District will provide water service to customers within the Zone at rates established by WWA, and

WHEREAS, said Map, Plan and Report identifies the parcels to be included in the Zone of Assessment, describes the infrastructure to be used to provide water service, and provides the estimated annual cost for water service for the typical property in the proposed Zone of Assessment, and

WHEREAS, the first year cost to the typical single family home is estimated to be four hundred and sixty-three dollars (\$463), and

WHEREAS, this Legislature must create Zone of Assessment U covering the area of the Quaker Hills Water System described in "Attachment A," and

WHEREAS, this Legislature conducted a public hearing on this proposal on April 13, 2015, and heard all persons interested, and

WHEREAS, the establishment of said Zone of Assessment U will ensure an efficient water system for all properties within the service area, now, therefore, be it

RESOLVED that this Legislature hereby waives the notice provisions of Section 1124 of the Public Authorities Law and by this Resolution consents to this project, and be it further

RESOLVED, that it is hereby determined that all the property and property owners within the proposed Zone of Assessment U are benefited thereby and all the property and property owners benefited are included within the proposed Zone of Assessment U and it is in the public interest to create the Zone of Assessment U in the County Water District, and be it further

RESOLVED, that a Zone of Assessment in the County Water District, to be known as Zone of Assessment U in the Town of Hyde Park, more particularly described in "Attachment A" attached hereto, is hereby established, and be it further

RESOLVED, that this resolution is subject to permissive referendum.

CA-069-15  
CRC/BB/kvh/G-1217-N  
3/10/15  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 4/20/2015

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13<sup>th</sup> day of April 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13<sup>th</sup> day of April 2015.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS  
(To be completed by requesting department)

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

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

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

Identify Line Items(s):

Related Expenses: Amount \$ \_\_\_\_\_  
Nature/Reason:

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

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

Additional Comments/Explanation:

Prepared by: Bridget Barclay, DCWWA

Prepared On: 03/09/15

APPENDIX "A"

DUTCHESS COUNTY WATER DISTRICT  
ZONE OF ASSESSMENT "U"  
*Quaker Hills Water System*

DESCRIPTION OF ZONE

(map and parcel listing)

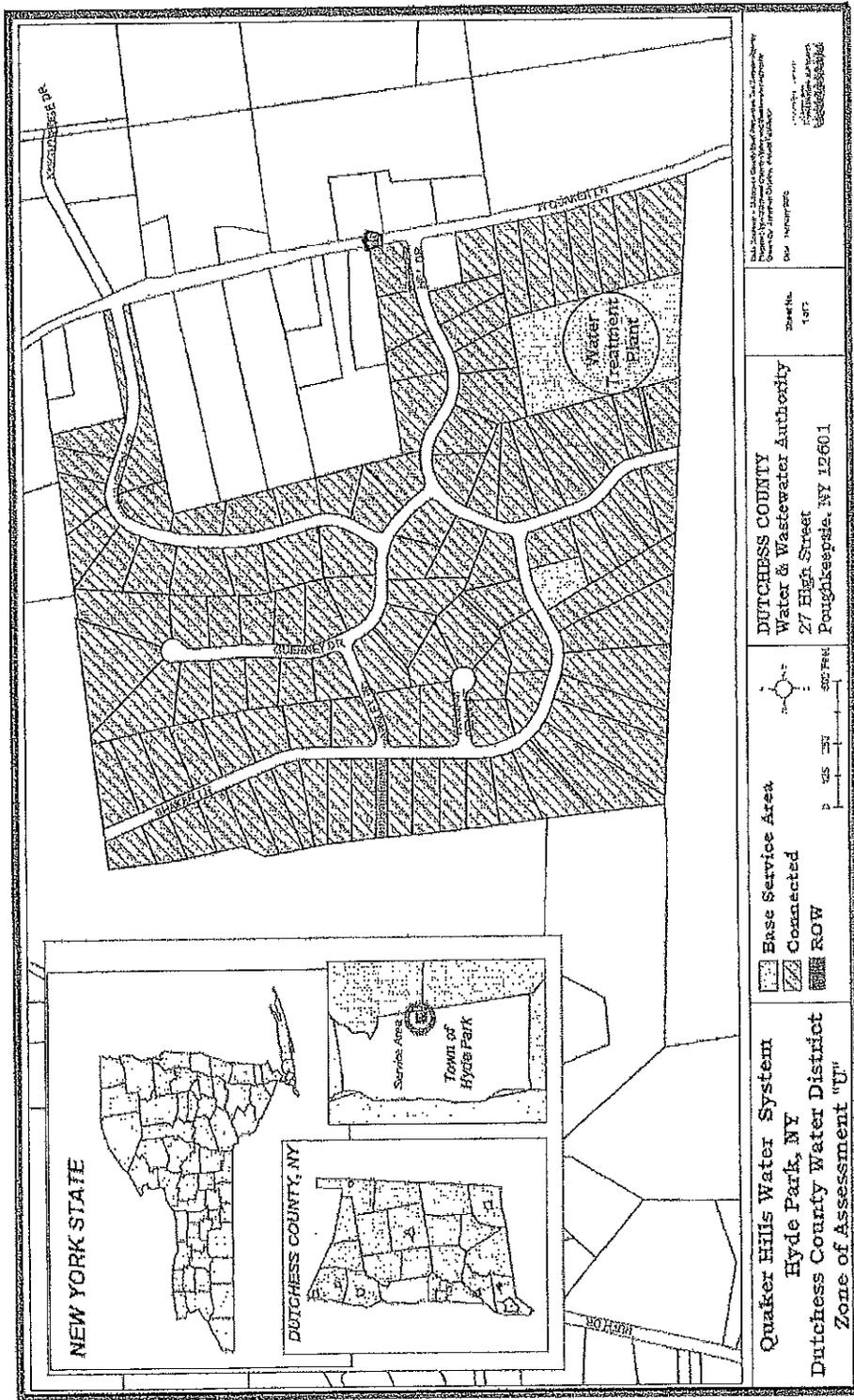
The Dutchess County Water District Zone of Assessment "U" shall include all those tax parcels presently indicated on the attached boundary map. These parcels are further described by the following list of tax parcel grid numbers:

6266-19-562237-0000	6266-18-442186-0000	6266-19-562175-0000
6266-19-584238-0000	6266-18-492207-0000	6266-18-459230-0000
6266-18-456241-0000	6266-18-463218-0000	6266-18-473173-0000
6266-18-483237-0000	6266-19-536197-0000	6266-18-492176-0000
6266-19-518246-0000	6266-18-466204-0000	6266-19-536216-0000
6266-18-425246-0000	6266-18-445141-0000	6266-19-514219-0000
6266-19-539093-0000	6266-18-447134-0000	6266-19-537235-0000
6266-19-635130-0000	6266-19-621095-0000	6266-19-576077-0000
6266-19-513131-0000	6266-18-470189-0000	6266-18-467048-0000
6266-19-509106-0000	6266-18-476118-0000	6266-19-671024-0000
6266-18-494161-0000	6266-18-476133-0000	6266-19-665045-0000
6266-19-524153-0000	6266-19-604095-0000	6266-19-573095-0000
6266-19-660099-0000	6266-19-633100-0000	6266-18-452054-0000
6266-18-499142-0000	6266-19-516179-0000	6266-19-594030-0000
6266-18-446149-0000	6266-19-599125-0000	6266-19-573085-0000
6266-18-437207-0000	6266-18-439197-0000	6266-19-668036-0000
6266-19-644105-0000	6266-19-522091-0000	6266-19-654085-0000
6266-18-447122-0000	6266-19-654134-0000	6266-19-592036-0000
6266-18-432219-0000	6266-18-474154-0000	6266-19-531067-0000
6266-19-555216-0000	6266-19-515206-0000	6266-19-659065-0000
6266-18-447100-0000	6266-19-540129-0000	6266-18-480046-0000
6266-19-517166-0000	6266-18-447111-0000	6266-19-506080-0000
6266-19-554122-0000	6266-19-558194-0000	6266-19-630021-0000
6266-19-542155-0000	6266-18-429232-0000	6266-19-590048-0000
6266-19-525122-0000	6266-19-544109-0000	6266-18-487082-0000
6266-19-573110-0000	6266-19-515193-0000	6266-19-665075-0000
6266-19-540178-0000	6266-18-489218-0000	6266-18-451075-0000
6266-18-491191-0000	6266-18-448169-0000	6266-19-583058-0000
6266-18-475094-0000	6266-18-446159-0000	6266-19-621073-0000
6266-18-446178-0000	6266-18-495094-0000	6266-19-545052-0000

6266-19-595023-0000  
6266-19-625046-0000  
6266-19-577066-0000  
6266-19-529040-0000  
6266-19-543070-0000  
6266-19-563025-0000  
6266-19-550042-0000  
6266-18-449088-0000  
6266-19-662055-0000

6266-19-558033-0000  
6266-19-513039-0000  
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6266-14-499253-0000  
6266-15-563263-0000  
6266-14-451253-0000  
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6266-15-590258-0000  
6266-15-579264-0000

6266-15-541251-0000  
6266-18-500120-0000  
6266-18-495041-0000  
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6266-19-561143-0000  
6266-19-565158-0000  
6266-19-573132-0000



**DUTCHESS COUNTY**

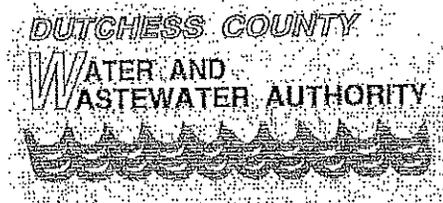
**Proposed County Water District  
Zone of Assessment U**

(Quaker Hills Water System)  
Hyde Park, NY

**MAP, PLAN AND REPORT**

February 2015

Dutchess County Water and Wastewater Authority  
Poughkeepsie, NY



February 2015

**PROPOSED COUNTY WATER DISTRICT ZONE OF ASSESSMENT U  
(QUAKER HILLS WATER)**

**MAP, PLAN AND REPORT**

**INTRODUCTION**

This Map, Plan and Report contains the information required for the formation of the proposed County Water District Zone of Assessment U, which includes an area of approximately one hundred (100) acres located on the west side of North Quaker Land, one-quarter mile north of Rusky Lane in the Town of Hyde Park, NY.

Upon successful formation of proposed County Water District Zone of Assessment U (the "Zone") by the Dutchess County Legislature, ownership and operation of the Quaker Hills Water System will transfer to the Dutchess County Water and Wastewater Authority ("DCWWA", "Authority") in accordance with the terms and conditions set forth in an agreement between the Authority and the Town of Hyde Park (Town.) Information provided herein includes the proposed Zone's boundaries and a list of the tax parcels that will comprise the future Zone, as well as a description of the current and proposed infrastructure by which potable water will be produced, treated and delivered to customers.

In addition, budgetary estimates for the first year operation and maintenance costs, and capital costs, as well as a cost allocation formula, have been included with this report.

The Dutchess County Water and Wastewater Authority will enter into a contract (the "Service Agreement") with Dutchess County on behalf of the Zone for the purpose of administering the retail sale of water services to all properties within the proposed Zone, with such service to be provided through the water system facilities as described below. The Authority will administer the Zone pursuant to guidelines established by the Service Agreement and collect water revenues. Water service rates will be set annually by the Authority.

**HISTORY**

According to available system documentation from the Town of Hyde Park, the Quaker Hill Water Corporation developed the central water system during the period of 1965 to 1970. Due to poor water distribution main installation practices, the water system experienced extensive water main leaks by 1976. By 1978 the Dutchess County Department of Health (DOH) assumed operational control of the system from the Quaker Hill Water Corporation. Circa 1980 the Town acquired the water system, forming the Quaker Hill Water District. The water system's sole hypneumatic tank was replaced around 1998.

In 2011 the Town of Hyde Park was awarded a Local Government Efficiency Grant from the New York State Department of State. The purpose of the grant was to support an independent evaluation of the Quaker Hills Water System, with a focus on opportunities to streamline and improve the service delivery. The grant provided for an engineering evaluation of the system and consideration of the option to transfer the assets and management of the system to the DCWWA. Pursuant to the grant, the Town completed a Reorganization Study and Proposed Dissolution Plan for the Quaker Hills Water District (February, 2015) and, on February 19, 2015 conducted a public hearing on the Study and Plan. On February 23, 2015 the Town Board passed a resolution of intent to transfer ownership and management of the Town's water and sewer systems, including Quaker Hills Water, to the DCWWA.

#### **COUNTY WATER DISTRICT ZONE OF ASSESSMENT U**

The proposed County Water District Zone of Assessment U delineated on the attached map and list of tax parcels (Appendix "A"), presently includes a total of one hundred and fifteen (115) tax parcels of which one hundred and nine (109) are developed residential properties, one is a vacant residential lot, one is the site of the water treatment facility, and four are undevelopable lots. The development, excluding the single vacant lot, is built out and all residences are occupied.

#### **PHYSICAL FACILITIES**

As the Quaker Hills Water System is now over forty nine years old, and with minimal reconstruction projects undertaken under the Town's ownership, it is generally recognized that most system components are beyond their typical service life. The 2014 engineering evaluation noted concerns regarding the condition of the treatment building and distribution system, and identified several mechanical and safety issues. While the water supply of the District is of very high quality, the physical assets are outdated and will require some investments in the near future.

#### **Water Supply and Treatment System**

The water treatment facilities are located on an approximately seven (7) acre parcel with adjacent access road. The main parcel provides a 200-foot radius of control surrounding the two wells. The ground water from one of two wells at a time is disinfected and stored in a buried hydropneumatic tank. Switching from one well to another is a manual operation. Water is then sent to the system on demand using a system supply pump and the hydropneumatic tank. There are no booster stations within the distribution system. In 2009 the DOH identified the water treatment building as structurally unsound, and has issued repeated violations for the condition of the building. During 2010 the Town engineer issued a report evaluating the treatment building's condition while reviewing options for repair or replacement.

#### **Transmission and Distribution**

The distribution system includes approximately 9,500 feet of 6-inch cast iron pipe installed during the 1970's and reputedly located in the center of the roadways, excluding one section of water main reputedly running through back lots. Service laterals include ¾-inch

copper to individual dwellings within the water system. Plastic services have also been reported. Service connections are metered, but meters are original to the system, are reported to be non-functioning and are not being read. There are currently four flushing hydrants located in the system. The water system as originally designed and built does not provide fire protection.

#### **PROPERTY ISSUES**

The distribution system water mains are generally located within the right-of-way for the roads in the development. However, one segment of pipe runs through several parcels from Quaker Hill Drive to serve the homes that parallel North Quaker Lane. No easement(s) has been identified for this area and will require future research.

#### **SOURCE CAPACITY AND QUALITY EVALUATION**

The District's two wells produce on average of approximately 24,428 gallons per day (gpd), or 17 gallons per minute (gpm.) There are 109 properties presently served with water from the treatment plant with 109 service connections. This indicates the use per residence of 224 gpd which is elevated above typical residential flows ranging between 150-165 gpd. The District appears to have very good water quality, with no major water quality issues.

#### **FUTURE DEMAND**

The development is built out and all residences are occupied excluding a single vacant but developable lot. The system has sufficient capacity to serve this additional parcel should it be developed. There are no current or anticipated plans to expand the Water System.

#### **FUTURE CAPITAL ISSUES**

An engineering evaluation of the Quaker Hills Water System was completed as part of the Reorganization Study, and is included as Appendix A to the Study. The engineering evaluation included recommendations for system improvements, organized by priority level.

#### **Treatment Building**

The water treatment building has been identified as having significant structural issues and is in poor condition. The DOH has issued ongoing violations for failure to exercise care and due diligence in the operation and maintenance of a public water system based on the condition of the treatment plant and building. There is cracking of the mortar joints and concrete masonry. Occupancy of the building during an earthquake or significant wind or flooding event would be unsafe. The asphalt shingle roof is heavily deteriorated and approaching a failed condition. Settlement of the building and floor slab has resulted in misalignments of the piping system and stress on existing piping system joints. Cracks in the floor slab leave the wells vulnerable to contamination. The building has been subjected to flooding, which has also impacted the life expectancy of the structure and its equipment. During flooding in 2011 District representatives stated that flood waters rose to just below the electrical equipment inside the building, and the generator and transfer switch were partially submerged. The evaluating engineer has recommend replacement of the building with a new treatment building.

### Distribution System

According to District records, the water main was set directly on shale, with no gravel bedding. This has resulted in a multitude of failures over the years, with major problems from leakage reported as early as 1976 when significant failures resulted in an average daily production of over 240,000 gpd. It has also been noted that in general the water main was not installed to five feet below ground surface, and on average has just over three feet of cover, rendering the piping susceptible to damage from frost penetration. Based on the installation conditions and the history of leaks, the potential exists for additional substantial leaks and major pipe breaks.

Leak detection programs have been conducted in the past but have had minimal success because of the fractured and freely draining nature of the shale. The engineering evaluation recommends that the location and extent of repairs be recorded to better track where the leaks are occurring and identify any "hot spots" for failures. Using this data, in the future the District can proceed with targeted water main replacement projects. Pipe lining, a rehabilitation method that utilizes a cured-in-place liner to renovate pipes without excavation, may be a suitable approach for the District.

The location of the hydrants provides an adequate means of flushing all areas of the system with the exception to the entrance to Quaker Hills Drive.

It was reported by customers that meters in homes on the top of Guernsey Drive spin backwards when the system is down, indicating backflow into the system; this is a potential source of contamination in the system.

DCWWA proposes to undertake the following improvements during the first year of system ownership, funded by current dollars and system fund balance:

- Extend Well #2 casing above flood zone
- Install locking cap on Well #2
- Regrade around Well #2
- Provide fire extinguisher
- Provide eye wash station
- Install machine guard for compressor
- Replace broken exterior LB (electrical conduit elbow fitting) conduit fitting

Total Estimated Expense: \$5,950

The Quaker Hills Water System has a fund balance of approximately \$14,136 as reported by the Town at the end of January 2015.

DCWWA proposes to analyze the history of water main leaks to determine if there are "hot spots" that could be targeted for pre-emptive pipe replacement and/or "trenchless" rehabilitation methods such as pipe lining. Further engineering evaluation is required to determine the most cost-effective solution for the replacement of the treatment building. DCWWA anticipates funding the cost of the engineering work through a short-term bond anticipation note, to be rolled into the long term borrowing to fund the selected construction project. It is recommended that the long term bonding also include the cost of the additional well improvements, installation of

customer backflow preventers, addition of a flushing hydrant at the end of Quaker Hill Road, resolution of any easement issues and priority pipe replacements. DCWWA would seek grant and low-interest loan funding to help reduce the cost impact of the project on the customers.

#### **CAPITAL COSTS AND ALLOCATIONS**

DCWWA intends to issue a bond anticipation note (BAN) for an estimated \$250,000 to fund the evaluation of options and engineering design for the resolution of the treatment building issues and the additional well improvements, installation of customer backflow preventers, addition of a flushing hydrant at the end of Quaker Hill Road, resolution of any easement issues and priority pipe replacements. Assuming an interest only payment, with the principal to be rolled into a subsequent long-term borrowing, the first year capital cost would be approximately \$3,300. The amount of the long term borrowing won't be known until an approach to the building issues has been selected.

Annual debt expenses will be allocated equitably among all parcels within the District through the assignment of benefit units to each parcel. The methodology for the assignment of benefit units is attached (see Appendix C.) All benefit units would be charged at the same rate. The annual benefit assessment would appear on the respective property owner's yearly property tax bill.

Application of the Benefit Assessment Methodology to the current district parcels results in a total of 1,106 benefit units within the proposed Zone of Assessment. Apportionment of the anticipated capital cost of \$3,300 across the calculated number of benefit units results in a per benefit unit cost of three dollars (\$3.00), or thirty dollars (\$30.00) for a typical single family residence. It is anticipated this expense would appear on the 2017 property tax bill (second year of operation.)

#### **OPERATION AND MAINTENANCE (O&M) COSTS**

The O&M Budget Projection is the total cost to the DCWWA to operate the Quaker Hills Water System; labor, electricity, insurance, typical repairs and other ongoing costs. The DCWWA has developed an O&M budget projection to illustrate estimated First Year costs of the Quaker Hills Water System under Authority ownership, based on the Authority's prior operating expenses and history for comparable size water systems, and possible anticipated repairs to the system. A copy of the O&M budget projection, using 2015 as a base year for demonstration purposes of those First Year costs, has been included as Appendix "B". The first year operational cost (2015 dollars) is estimated at \$51,500.00.

The proposed rate structure based on the O & M budget projection includes income from a proposed flat rate fixed amount, assuming one hundred and nine customers, of \$463.00 (\$115.75 per quarter), and typical annual penalties (estimated at \$1,000.00.) Should the system ownership be transferred mid-year, the budget would be pro-rated for the portion of the year DCWWA would own the system. All future O&M system budgets, rates, fees and other charges are reviewed annually and subject to change by the DCWWA Board of Directors.

### **CONNECTION CHARGES**

The Quaker Hills development has reached full build out excluding a single vacant parcel. At the time the Map, Plan and Report was drafted, the typical residential connection charge was \$500.

### **Annual Cost per a Typical Property - First Year: \$463**

The total annual cost for a typical property in a zone is generally a combination of the long-term capital charges (debt service) and water usage charges. In the proposed Zone a typical property will be a single family dwelling unit. Given the assumptions and estimates described above, the projected "First Year" total cost for a typical single family dwelling in County Water District Zone of Assessment U will be four hundred and sixty three (\$463) dollars for O&M expenses. A capital assessment of \$30.00 is projected to appear on the 2017 property tax bill. A system budget based on these rates will build appropriate fund balances to maintain the public water system in good working order.

#####

### **APPENDICES**

Appendix A – Description of County District Zone of Assessment U (Map & Parcel List)

Appendix B – Proposed Operation & Maintenance Budget

Appendix C – Proposed Benefit Assessment Methodology

APPENDIX "A"

DUTCHESS COUNTY WATER DISTRICT  
ZONE OF ASSESSMENT "U"  
*Quaker Hills Water System*

DESCRIPTION OF ZONE

(map and parcel listing)

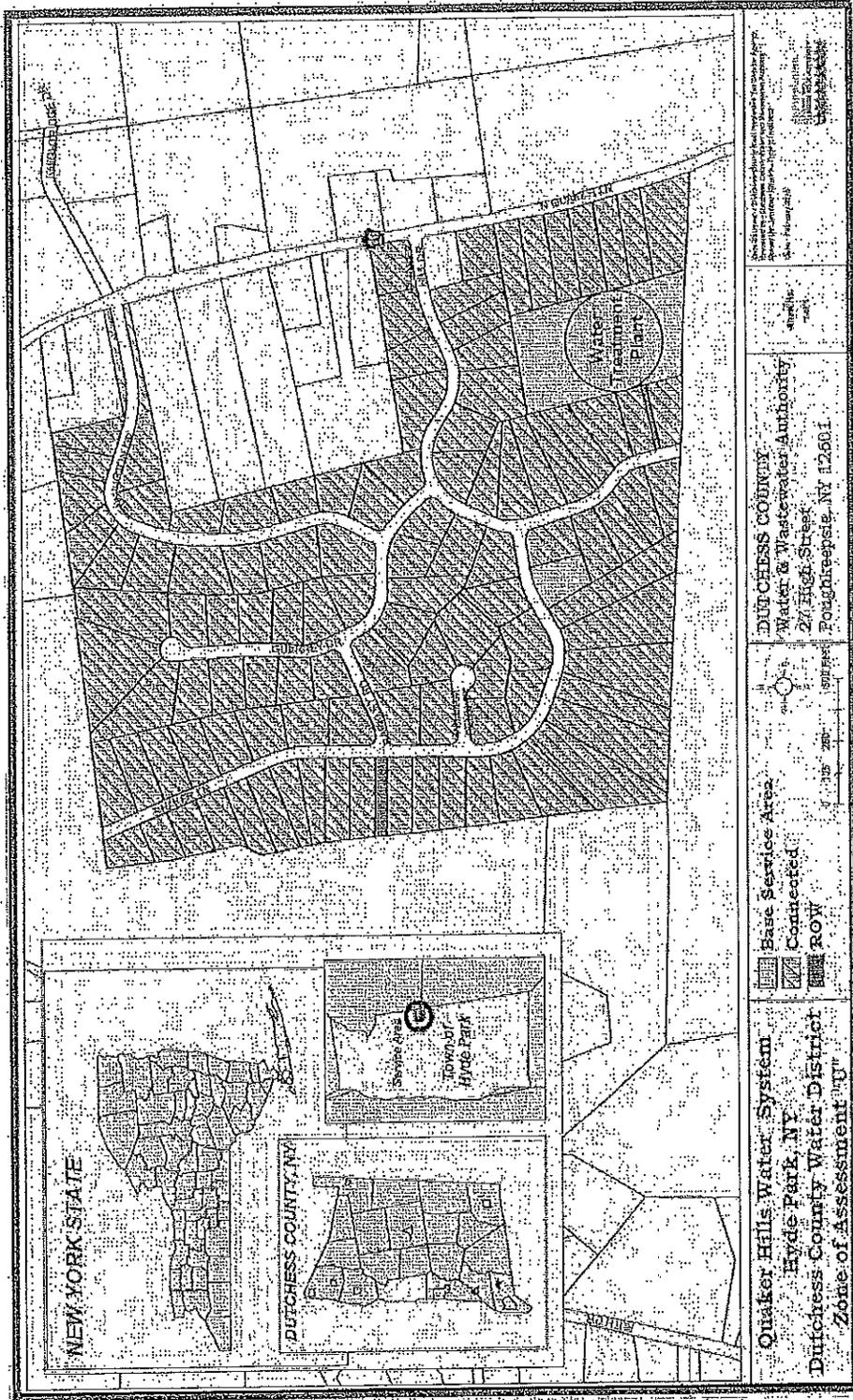
The Dutchess County Water District Zone of Assessment "U" shall include all those tax parcels presently indicated on the attached boundary map. These parcels are further described by the following list of tax parcel grid numbers:

6266-19-562237-0000	6266-18-442186-0000	6266-19-562175-0000
6266-19-584238-0000	6266-18-492207-0000	6266-18-459230-0000
6266-18-456241-0000	6266-18-463218-0000	6266-18-473173-0000
6266-18-483237-0000	6266-19-536197-0000	6266-18-492176-0000
6266-19-518246-0000	6266-18-466204-0000	6266-19-536216-0000
6266-18-425246-0000	6266-18-445141-0000	6266-19-514219-0000
6266-19-539093-0000	6266-18-447134-0000	6266-19-537235-0000
6266-19-635130-0000	6266-19-621095-0000	6266-19-576077-0000
6266-19-513131-0000	6266-18-470189-0000	6266-18-467048-0000
6266-19-509106-0000	6266-18-476118-0000	6266-19-671024-0000
6266-18-494161-0000	6266-18-476133-0000	6266-19-665045-0000
6266-19-524153-0000	6266-19-604095-0000	6266-19-573095-0000
6266-19-660099-0000	6266-19-633100-0000	6266-18-452054-0000
6266-18-499142-0000	6266-19-516179-0000	6266-19-594030-0000
6266-18-446149-0000	6266-19-599125-0000	6266-19-573085-0000
6266-18-437207-0000	6266-18-439197-0000	6266-19-668036-0000
6266-19-644105-0000	6266-19-522091-0000	6266-19-654085-0000
6266-18-447122-0000	6266-19-654134-0000	6266-19-592036-0000
6266-18-432219-0000	6266-18-474154-0000	6266-19-531067-0000
6266-19-555216-0000	6266-19-515206-0000	6266-19-659065-0000
6266-18-447100-0000	6266-19-540129-0000	6266-18-480046-0000
6266-19-517166-0000	6266-18-447111-0000	6266-19-506080-0000
6266-19-554122-0000	6266-19-558194-0000	6266-19-630021-0000
6266-19-542155-0000	6266-18-429232-0000	6266-19-590048-0000
6266-19-525122-0000	6266-19-544109-0000	6266-18-487082-0000
6266-19-573110-0000	6266-19-515193-0000	6266-19-665075-0000
6266-19-540178-0000	6266-18-489218-0000	6266-18-451075-0000
6266-18-491191-0000	6266-18-448169-0000	6266-19-583058-0000
6266-18-475094-0000	6266-18-446159-0000	6266-19-621073-0000
6266-18-446178-0000	6266-18-495094-0000	6266-19-545052-0000

6266-19-595023-0000  
6266-19-625046-0000  
6266-19-577066-0000  
6266-19-529040-0000  
6266-19-543070-0000  
6266-19-563025-0000  
6266-19-550042-0000  
6266-18-449088-0000  
6266-19-662055-0000

6266-19-558033-0000  
6266-19-513039-0000  
6266-19-589106-0000  
6266-14-499253-0000  
6266-15-563263-0000  
6266-14-451253-0000  
6266-15-551261-0000  
6266-15-590258-0000  
6266-15-579264-0000

6266-15-541251-0000  
6266-18-500120-0000  
6266-18-495041-0000  
6266-19-619124-0000  
6266-19-561143-0000  
6266-19-565158-0000  
6266-19-573132-0000



**APPENDIX "B"**

Proposed

**Operation & Maintenance Costs**

*Illustrative of projected first year O & M expenses, revenues and rates*

for customers of

Quaker Hills Water System (County District Zone of Assessment U)

**DCWWA 2015 PROPOSED BUDGET  
QUAKER HILLS WATER DISTRICT**

<b>Beginning Fund Balance</b>	<b>14,136</b>
<b>Annual Expenses</b>	<b>51,489</b>
Power/Chemicals	11,802
Operations	10,580
ERM	15,100
Lab/Sampling/Permit	2,324
Administration	10,043
Legal/Engineering	500
Insurance	1,139
<b>Annual Revenues</b>	<b>51,489</b>
Water Sales/Penalties	51,489
Transfer from Fund Balance	-
<b>Ending Fund Balance</b>	<b>14,136</b>

**APPENDIX "C"**

Quaker Hills Water System (County District Zone of Assessment U)

**Proposed Benefit Assessment Methodology**

COUNTY WATER DISTRICT  
ZONES OF ASSESSMENT C, D, H, M and U (Not J or K)

PART COUNTY SEWER DISTRICT #1, 2, 3 & 6

BENEFIT ASSESSMENT METHODOLOGY

DEVELOPED LAND (Use the higher of either LAND USE/WATER USE or ACREAGE)

LAND USE/WATER USE

RESIDENTIAL

FIRST DWELLING UNIT 10  
EACH ADDITIONAL DWELLING UNIT 8

COMMERCIAL/INSTITUTIONAL:

FIRST 500 GPD WATER USAGE 20  
EACH ADDITIONAL 100 GPD 4

ACREAGE

FIRST 2 ACRES 10  
EACH ADDITIONAL WHOLE ACRE 2

UNDEVELOPED LAND

FIRST 2 ACRES 8  
EACH ADDITIONAL WHOLE ACRE 2

STATE PARK LANDS

FIRST 500 GPD WATER USAGE 20  
EACH ADDITIONAL 100 GPD 4

## *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*	<i>absent</i>	
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)		
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: 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Armenia, Washington, Pleasant Valley	Washburn		

Present:	<u>23</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>23</u>	<u>0</u>
Absent:	<u>2</u>	Motion:	<input type="checkbox"/>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2016238** AUTHORIZING COUNTY EXECUTIVE TO EXECUTE EASEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY PERTAINING TO THE QUAKER HILLS WATER SYSTEM

Date: October 11, 2016

RESOLUTION NO. 2016239

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY AND ADOPTION OF NEGATIVE DECLARATION FOR THE PURCHASE OF 0.13 ACRE PARCEL AT 45 MARKET STREET, CITY OF POUGHKEEPSIE, NEW YORK

Legislators FORMAN, MICCIO, TRUITT, WASHBURN, and SAGLIANO offer the following and move its adoption

WHEREAS, Dutchess County is considering the purchase and renovation of a 0.13 acre parcel with a building and improvements thereon located at 45 Market Street, Poughkeepsie, New York, and

WHEREAS, the Dutchess County Department of Planning and Development has determined the proposed purchase and renovation is an unlisted action and has prepared a Short Environmental Assessment Form and based thereon concluded the involved project will not have a significant adverse impact on the environment, and

WHEREAS, the Dutchess County Legislature has considered the conclusion of the Department of Planning and Development and hereby determines that the purchase and renovation are an unlisted action pursuant to the State Environmental Quality Review Act, and

WHEREAS, Dutchess county is the only involved agency identified in Part 1 of the SEAF for the involved project and SEQRA regulation 6CRR-NY 617.6.(b)(1) states that when a single agency is involved, that agency will be the lead agency, and

WHEREAS, it is the purpose of this Legislature, in adopting this Resolution, to establish Dutchess County as the lead agency for the SEQRA review of this project and to adopt the Short Environmental Assessment Form and Negative Declaration, attached hereto, which sets forth the basis for its conclusion that the purchase and renovations will not have a significant adverse impact on the environment, now, therefore, be it

RESOLVED, Dutchess County hereby assumes lead agency status with respect to the above referenced project, adopts and confirms the Short Environmental Assessment Form and Negative Declaration attached hereto concluding the proposed purchase of 45 Market Street, Poughkeepsie, New York will not have a significant adverse impact on the environment.

CA-136-16  
JMF/kvh/R-0963-E 9/12/16  
Fiscal Impact: See attached statement

APPROVED  
*Marcus J. Molinaro*  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

STATE OF NEW YORK  
COUNTY OF DUTCHESS

Date 10/13/2016

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 11th day of October 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 11th day of October 2016.

*Carolyn Morris*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

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

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

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

Identify Line Items(s):

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

Nature/Reason:

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

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

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

#### Additional Comments/Explanation:

The involved resolution request completes the SEQRA review for the purchase and renovation of 45 Market Street, in the City of Poughkeepsie. The budget implications of the involved project are dealt with in another resolution.

Prepared by: Brad Barclay

Prepared On: 9/9/16

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
County of Dutchess			
Name of Action or Project: Purchase of 45 Market Street in the City of Poughkeepsie			
Project Location (describe, and attach a location map): 45 Market Street, Poughkeepsie, NY 12061, located at the corner of Market and Cannon Sts. (Dutchess Parcel Access property card included)			
Brief Description of Proposed Action: Dutchess County is purchasing 45 Market Street (Parcel #6162-77-027053) in the City of Poughkeepsie, which is a 0.13 acre parcel with an existing three-story building with a gross floor area of 12,647 sq. ft. The subject building will undergo some internal renovations and then house the County Public Defender's office. The current Public Defender's office is located approximately one and a half blocks away on Market Street in the County Office Building. A handicapped accessible ramp to the existing building's door on Cannon Street and an emergency egress fire egress stair in the alley on the east side of the building will be added to comply with the ADA and Fire Code.			
Name of Applicant or Sponsor: County of Dutchess		Telephone: 845-486-2121 E-Mail: dpwadmin@dutchessny.gov	
Address: 626 Dutchess Turnpike			
City/PO: Poughkeepsie		State: NY	Zip Code: 12603
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		0.13 acres	
b. Total acreage to be physically disturbed?		0.0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0.13 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor name: <u>County of Dutchess</u> Date: <u>9/09/2016</u></p> <p>Signature: <u>Brad Beatty</u></p>		

Agency Use Only [If applicable]

Project:

Date:

**Short Environmental Assessment Form**  
**Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**PRINT FORM**

Project:

Date:

**Short Environmental Assessment Form  
Part 3 Determination of Significance**

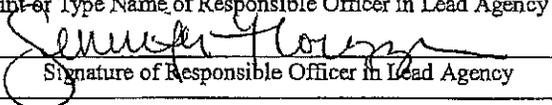
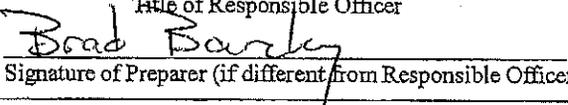
For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Dutchess County intends to purchase a 5,720 sq. ft. parcel, which is located at 45 Market Street in the City of Poughkeepsie, in Dutchess County. The parcel contains an existing three-story building with 12,647 sq. ft. of floor space. The building recently housed a bank office on the first floor and attorneys offices on the upper two floors. banks and lawyers offices are both uses permitted by right in the City of Poughkeepsie's Central Commercial District (C-2), as are governmental offices.

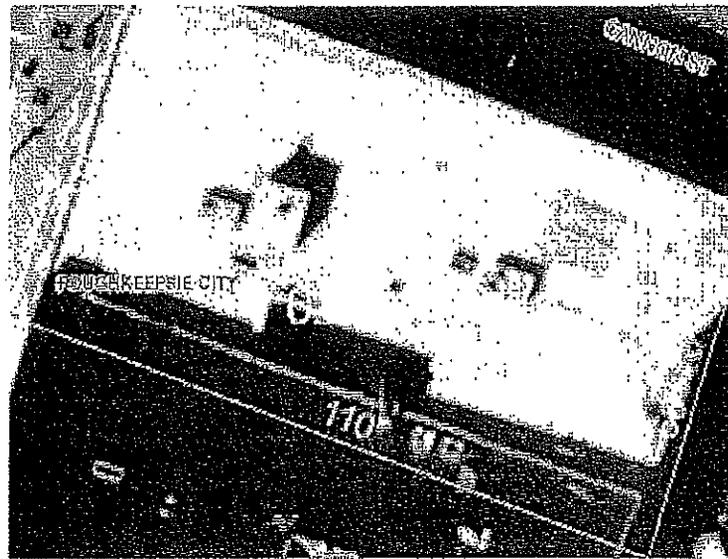
After purchasing 45 Market Street, the subject building will undergo some internal renovations and then house the County Public Defender's offices. The conversion of the bank and lawyers' offices to governmental offices (Public Defender) will have no negative impact on the community, given the similarities between the existing and proposed uses. The only approvals needed for the required renovation will be a building permit, including a code review, and a Certificate of Occupancy, which will be administered by the DCDPW Buildings Division, as is the case for all County Buildings. A handicapped accessible ramp to the existing building's door on Cannon Street and an emergency egress fire egress stair in the alley on the east side of the building will be added to comply with the ADA and Fire Code.

The current Public Defender's offices are less than a block and a half away from 45 Market Street in the County Office Building, so the clientele will have the same public transportation, pedestrian/cycling or public parking options available to access the new 45 Market Street location, as currently exist. The County currently provides parking spaces for the employees of the Public Defender and will continue to do so, either in County-owned lots or through an arrangement with the City of Poughkeepsie.

Dutchess County's purchase of the property at 45 Market Street will cause this 5,720 sq. ft. parcel to be removed from the City of Poughkeepsie Tax Rolls, however at an assessed value of \$718,800, this parcel represents only 0.044% of the total assessed value of the City of Poughkeepsie.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
County of Dutchess	September 9, 2016
Name of Lead Agency	Date
Jennifer Cocozza	Deputy Commissioner of Planning and Development
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**



Intranet

Parcel Grid Identification #:  
131300-6162-77-027053-0000  
Municipality: City of Poughkeepsie

Parcel Location  
45 Market St

Owner Name on March 1  
Patrick, Charles J (P)

Primary (P) Owner Mail Address  
510 Haight Ave  
Poughkeepsie NY 126030000

Parcel Details

Size (acres): 52 X 110 Land Use Class: (463) Commercial: Banks and Office Buildings: Bank Complex with Office Building  
File Map: Agrl. Dist.: (0)  
File Lot #: School District: (131300) Poughkeepsie City School District  
Split Town

Assessment Information (Current)

Land:	Total:	County Taxable:	Town Taxable:	School Taxable:	Village Taxable:
\$59500	\$718800	\$718800	\$718800	\$718800	\$0

Tax Code:	Roll Section:	Uniform %:	Full Market Value:
N: Non-Homestead	1	100	\$ 718800

Tent. Roll:	Final. Roll:	Valuation:
5/1/2017	7/1/2017	7/1/2016

Last Sale/Transfer

Sales Price:	Sale Date:	Deed Book:	Deed Page:	Sale Condition:	No. Parcels:
\$0	0	1585	0219	()	0

Site Information:

Site Number: 1	Sewer Type:	Desirability:	Zoning Code:	Used As:
Water Supply: (3) Comm/public	(3) Comm/public	(3) Normal	C-2	(E06) Branch bank

Commercial/Industrial/Utility Building Information:

Site Number: 1	Bldg Sec.: 1 Bldg. Number: 1	Year Built:	No. Stories:	Gross Floor Area:	Boeck Model	Const. Qual.:
		1920	3	12647	(0513) 2-4 sty bank steel	(1) Average -
Air Cond. %:	Sprinkler %:	Alarm %:	No. Elevator:	Basement sf.:		
100	100	100	1	0		
Number Identical:	Condition Code:					
0	3					

Commercial Rental Information:

Site Number: 1  
Use Number: 1

Used As: (E06) Branch bank

Unit Code: ( )	Total Rent Area: 12647	Area 1 Bdrms Apts 0	Area 2 Bdrms Apts 0	Area 3 Bdrms Apts 0
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Total Units: 0	No. 1 Bdrms Apts 0	No. 2 Bdrms Apts 0	No. 3 Bdrms Apts 0
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Improvements:

Site Number: 1  
Improvement Number: 1  
Structure Code:  
(BE1) Vault-money

Dim 1: 8	Dim 2 12	Quantity 1	Year Built 1968
-------------	-------------	---------------	--------------------

Condition: (3) Normal	Grade B	Sq. Ft. 0
--------------------------	------------	--------------

Site Number: 1  
Improvement Number: 2  
Structure Code:  
(BE6) Nite deposit

Dim 1: 0	Dim 2 0	Quantity 1	Year Built 1968
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Condition: (3) Normal	Grade B	Sq. Ft. 0
--------------------------	------------	--------------

Special District Information:

Special District: GP000  
Primary Units:  
0

Advalorem Value  
718800

Spec. Dist. Name:  
Greater Pok Lih Dist

ABSOLUTELY NO ACCURACY OR COMPLETENESS GUARANTEE IS IMPLIED OR INTENDED. ALL INFORMATION ON THIS MAP IS SUBJECT TO CHANGE BASED ON A COMPLETE TITLE SEARCH OR FIELD SURVEY.

This report was produced with ParcelAccess Internet on 9/6/16. Developed and maintained by OCIS - Dutchess County, NY.

## *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*	<i>absent</i>	
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)		
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>	

**2016239** DECLARING DUTCHESS COUNTY LEAD AGENCY AND ADOPTION OF NEGATIVE DECLARATION FOR THE PURCHASE OF 0.13 ACRE PARCEL AT 45 MARKET STREET, CITY OF POUGHKEEPSIE, NEW YORK

Date: October 6, 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

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>	

**2016239 DECLARING DUTCHESS COUNTY LEAD AGENCY AND ADOPTION OF NEGATIVE DECLARATION FOR THE PURCHASE OF 0.13 ACRE PARCEL AT 45 MARKET STREET, CITY OF POUGHKEEPSIE, NEW YORK**

Date: October 11, 2016

RESOLUTION NO. 2016240

RE: AUTHORIZING THE PURCHASE AND RENOVATION  
OF 45 MARKET STREET, POUGHKEEPSIE, NEW YORK  
AND AMENDING THE 2016 ADOPTED COUNTY BUDGET  
TO CREATE A CAPITAL PROJECT ACCOUNT LINE

Legislators MICCIO, BOLNER, SAGLIANO, FLESLAND, INCORONATO, and  
ROMAN offer the following and moves its adoption:

WHEREAS, the County of Dutchess has serious space needs which require an expansion  
of its professional office facilities, and

WHEREAS, the Public Defender's Office is an example of a department of the County  
which is in dire need of additional office space, and

WHEREAS, the needs of the Public Defender's Office are largely due to the personnel  
expansion of the office occasioned by recent mandates for comprehensive indigent  
representation by public defenders' offices and legal aid services through the State of New York,  
and

WHEREAS, the office building at 45 Market Street, on the corner of Market Street and  
Cannon Street in the City of Poughkeepsie is available for purchase, and

WHEREAS, the building is located within walking distance of the Dutchess County  
Family and County Courthouses as well as the Dutchess County Office Building complex, and

WHEREAS, County of Dutchess and the Seller have negotiated a purchase price for the  
premises in the amount of \$625,000, plus the necessary costs of the transfer of title, and

WHEREAS, the County's present intent is to remove the Public Defender's Office from  
its present location at 22 Market Street, and to relocate it at 45 Market Street, and

WHEREAS, renovations will be required in order to make ready the office space for  
occupancy by the County of Dutchess, and

WHEREAS, it is anticipated that the necessary renovations to the premises will cost  
approximately \$1,750,400; and

WHEREAS, the County Executive has negotiated a contract for the purchase of 45  
Market Street contingent upon approval by the County Legislature, and

WHEREAS, the Administrative Code of the County of Dutchess requires the County Legislature to approve any contact for the purchase of real property, and

WHEREAS, the contemplated purchase and renovations of 45 Market Street have been determined to be an Unlisted Action under SEQRA, and the County of Dutchess has been declared Lead Agency for the required SEQRA review, and subsequently adopted an SEAF and Negative Declaration of Significance, which determined that the subject action would not have a significant adverse impact on the environment, and

WHEREAS, the County Legislature has determined that the purchase of the Premises is a prudent response to the space needs of the County of Dutchess, and

WHEREAS, in order to properly account for this multi-year project as a capital project rather than accounting for it from the operating budget the County must establish a capital project account, and

WHEREAS, the capital project account will facilitate the orderly disbursement of funds to purchase and renovate the premises located at 45 Market Street, Poughkeepsie, New York, now therefore be it

RESOLVED, that the County Executive is hereby authorized to execute a contract of sale in substantially the same form as annexed hereto and made a part hereof for the purchase of 45 Market Street in the City of Poughkeepsie from the Estate of Jean W. Patrick for the sum of SIX HUNDRED TWENTY FIVE THOUSAND (\$625,000) DOLLARS, plus the necessary costs of the transfer of title, and be it further

RESOLVED, that such necessary renovations to the premises shall cost approximately ONE MILLION SEVEN HUNDRED FIFTY THOUSAND FOUR HUNDRED (\$1,750,400) DOLLARS, and be it further

RESOLVED, that following the transfer of ownership from the present owner to the County of Dutchess the County Executive is authorized and empowered to execute such agreements as may be necessary to effectuate the renovations necessary to make the Premises ready for occupancy at a cost of approximately \$1,750,4000, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to establish the capital project as follows:

APPROPRIATIONS

Increase

H0499.1620.3102	Building Acquisition	\$ 627,600
H0499.1620.3150	Building – Reconstruction	\$1,750,400
H0499.1620.4680.98	Taxes Paid to Municipalities	\$ <u>15,000</u>
		\$2,393,000

Increase

A.9950.9000 Interfund Transfer \$1,895,000

Decrease

A.1990.4007 General Contingency \$ 895,000  
\$3,393,000

REVENUES

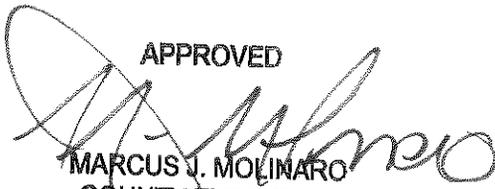
Increase

A.9998.95110.87 Appropriated Reserve-Capital (TASC) \$1,000,000  
H0499.1170.30890.01 Other St. Aid Indigent Legal Svc. 498,000  
\$1,498,000

Increase

H0499.1620.50310 Interfund Transfer \$1,895,000  
\$3,393,000

CA-135-16  
JMF/kvh/R-0963-E  
09/14/16  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10/13/2016

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 11th day of October 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 11<sup>th</sup> day of October 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 \$ 2,393,000

Total Current Year Revenue \$ 498,000

and Source

\$498,000 in funding is available through the Indigent Legal Services Fund grant allocations through the Public Defender's office.

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

Identify Line Items(s):

The balance of the project cost will be funded through the 2016 General Contingency, and the Dutchess TASC refunding, which is paid to Dutchess County as part of the structure of the refunding and must be used for a long-term capital project within 18 months.

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

Nature/Reason:

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

Net County Cost (this year): \$1,895,000

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

#### Additional Comments/Explanation:

This resolution establishes a capital project to acquire and renovate 45 Market Street for use by the Public Defender's office. The cost of this project is paid for with proceeds from the TASC refunding, State ILSF grant funds, and contingency. The County will not bond for this project.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 09/09/2016

**CONTRACT OF SALE**

This Contract is made as of the \_\_\_\_\_ day of August, 2016, by and between THE ESTATE OF JEAN W. PATRICK, by John W. Patrick and Gale M. Patrick, as Co-Executors, with a mailing address of 510 Haight Avenue, Suite 103, Poughkeepsie, New York 12601 ("Seller"), and COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie New York 12601, (the "Purchaser").

In consideration of the promises contained in this Contract, the parties hereby agree as follows:

1. **PREMISES.** The improved real property to be conveyed by this contract is known as 45 Market Street, City of Poughkeepsie, County of Dutchess, State of New York; Tax Parcel Number 131300-6162-77-027053-0000 (the "Property"), see Schedule "A" annexed hereto.

2. **PURCHASE PRICE.**

The Purchase price is	\$625,000.00
The Downpayment is	\$ 0.00
Balance at Closing by Cash	\$625,000.00

3. **CONTINGENCY.** Performance by this Contract of Sale by the Purchaser is contingent upon approval of this Contract of Sale and the adoption of a bond resolution to fund the purchase by the Dutchess County Legislature.

4. **SELLER.** It is understood that Jean W. Patrick, survived her husband Charles J. Patrick, and during her lifetime was the holder of a legal life estate of the Property under the Last Will and Testament of Charles J. Patrick and that pursuant said Will, upon the death of Jean W. Patrick, the personal representatives of Jean W. Patrick were empowered to take possession

of the Property and to do all acts necessary to transfer and distribute it to the persons entitled thereto, including the sale of the Property. Should there arise the requirement to have a representative of the Estate of Charles J. Patrick appointed to carry out this Contract of Sale, then the parties agree to reasonable adjournments to the Closing in order to accomplish said appointment.

5. **DUE DILIGENCE.** Purchaser shall have a due diligence period of 60 days following execution of this Contract of Sale. During the Due Diligence period Purchaser may undertake its due diligence investigations, including inspections and testing. If Purchaser's due diligence reveals a materially adverse Property condition as determined by a licensed engineer, or workers versed in the discipline of their trade, then Seller shall have forty five (45) days to remedy the condition or elect to cancel the contract. Copies of all tests and reports obtained by the Purchaser shall be provided to the Seller in the event a materially adverse Property condition is raised by Purchaser.

Purchaser agrees to indemnify and hold harmless Seller from any damage, costs or actions occasioned by the aforesaid tests and/or inspections including, without limitation, reasonable attorney's fees. Purchaser is obligated to restore the property to its condition as it existed prior to Purchaser's investigation. In the event Purchaser's environmental investigations reveal any contamination that exceeds applicable safety levels set by any government agency then and in that event, either party to this Contract reserves the right to terminate this contract on five (5) days notice to the other party.

Purchaser shall otherwise have the right to inspect the Premises during the due diligence period set forth herein and within forty eight (48) hours before the date of closing. Purchaser hereby represents and warrants that upon possession of the property, Purchaser accepts said property in its AS IS CONDITION, unless a condition or conditions are identified and

specified to survive closing. Such conditions and any remedial work shall be addressed in a separate memorandum to be agreed upon by the parties.

6. **EXTENSION.** In the event that Purchaser requires an extension or extensions of the Due Diligence period set forth herein such extension or extensions shall be granted in ten day intervals at the sole discretion of Seller. Such request must be made in writing delivered to counsel for the Seller within the herein prescribed Due Diligence period. Any request for extension necessitated by circumstances which prohibit compliance with the provision of paragraph 5 (Due Diligence) shall not be unreasonably withheld by Seller.

7. **PERSONAL PROPERTY.** The sale includes all fixtures and articles of personal property attached to or used in connection with the premises.

8. **ACCEPTABLE FUNDS.** All money payable under this contract, unless otherwise specified, shall be either:

- A. Cash, but not over one thousand (\$1,000.00) dollars.
- B. Wire transfer as directed by Seller.
- C. Money other than the purchase price, payable to the Seller at closing, may be check of Purchaser, up to the amount of FIVE HUNDRED (\$500.00) DOLLARS.
- D. As otherwise agreed to in writing by Seller or Seller's attorney.
- E. All checks paid shall be accepted subject to collection.
- F. Notwithstanding the acceptance of uncertified funds at the time of closing, in the event that any check, draft or other payment is not honored by the drawer's bank, the same shall immediately be redeemed, in cash or certified check, or upon failure to make such payment within 48 hours of demand to do so, shall be considered as a failure of consideration.

9. **PERMITTED EXCEPTIONS.** The Premises are sold and shall be conveyed subject to:

A. Laws and governmental regulations, zoning ordinances, building regulations and restrictions of record that affect the use and maintenance of the premises, provided they are not now violated by the existing structures on and use of the Property.

B. Consents for the erection of any structures on, under or above any streets on which the premises abut.

C. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

D. Any state of facts that an accurate survey or personal inspection might reveal, provided that the same shall not reveal circumstances that would substantially reduce the usable land area or otherwise render title unmarketable.

E. Any assessment which is or may become payable after the date of closing. Seller represents that there are no such assessments known at the time of this agreement.

10. **CONDITION OF PROPERTY.** Subject to the provisions of paragraph 3 hereof, Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition of the Premises, is not relying upon any statements or representations from Seller regarding the physical condition of the Premises and takes the Premises "as is", subject to reasonable use, wear and tear between now and Closing.

11. **SURVEY DESCRIPTION.** In the event that Purchaser desires to have the seller incorporate a new metes and bounds description prepared by Purchaser's surveyor into the deed of conveyance, the purchaser shall provide the Seller with a survey certified to the Seller. Absent said certified survey the Seller does not warrant the accuracy of said metes and bounds description. The provisions of this paragraph shall survive the closing of title.

12. **DEED, BILL OF SALE.** At the time of closing, Seller will tender to Purchaser an Executor's Deed with covenant against Grantor's Acts conveying marketable title in fee simple to the Premises, free and clear from all liens and encumbrances except as stated in this Contract and a bill of sale transferring good and marketable title to all items of personal property, if any, being purchased by Purchaser, free from all liens and encumbrances. The deed shall be

prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain the required language of Section 13 of the Lien Law.

13. **INSURABLE TITLE.** Seller shall give and Purchaser shall accept such title as any title insurance company licensed by the State of New York shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to matters provided for in this Contract. The Premises are sold and are to be conveyed subject to any state or facts that an accurate survey may disclose, provided that the same does not disclose conditions that result in a substantial reduction in usable land area, and does not render title unmarketable or uninsurable.

Nothing herein shall be construed to require Seller to clear any defects in title. If Seller is unable to convey such insurable title, Seller's sole obligation shall be a refund of the deposit, if applicable. Upon such refund and payment, this contract shall be considered canceled, and neither Seller nor Purchaser shall have any further rights against the other.

Purchaser's attorney shall supply a copy of its title report to Seller's attorney with notice of any objections to title. Seller shall be entitled to reasonable adjournment of the Closing if necessary to remove any objection to title.

Seller shall provide to Purchaser a copy of the most recent survey of the Premises within ten days of receipt of a fully executed copy of this Contract.

14. **SELLER DOCUMENTATION.** Upon Purchaser's execution hereof, Seller shall promptly provide Purchaser with documentation in Seller's possession, if any, related to the property, including but not limited to: environmental, property inspection, subdivision maps, leases, approvals, etc. and survey of the property.

15. **CLOSING.** Closing shall take place at the office of James M. Fedorchak, County Attorney, 22 Market Street, Poughkeepsie, New York 12601 on or about September 2, 2014 at 10:00 a.m. or within 30 days after expiration of the due diligence provided for herein.

16. **ADJUSTMENTS.** The following are to be apportioned as of midnight of the date of closing: taxes, water charges, and sewer rents, on the basis of the fiscal period for which assessed, fuel oil and propane gas, as appropriate. If closing shall occur before a new tax rate is fixed, the apportionment at closing shall be on the basis of the old tax rate for the preceding period applied to the latest assessed valuation. The Seller and Purchaser agree that any errors or omissions in computing apportionments or adjustments at the time of the closing shall be corrected, and that this provision shall survive the closing.

17. **ALLOWANCE FOR UNPAID TAXES.** Seller shall have the option of crediting Purchaser with the amount of any unpaid taxes, assessments, water charges, and sewer rents, together with the interest and penalties thereon, provided that official bills therefore computed to said date are produced at closing, or that the title or abstract company for the Purchaser will accept the same and omit the exception for such unpaid taxes from all title policies issued that date, or running from that date.

18. **USE OF PROCEEDS TO PAY ENCUMBRANCES.** Any other obligations affecting title to the said premises may be paid and discharged at the time of closing out of the proceeds of the Closing. As an alternative, Seller may deposit money with the title company employed by Purchaser and required by it to assure its discharge; but only if the title company will insure Purchaser's title clear of the matter or insure against its enforcement out of the premises. Upon request, made within a reasonable time before Closing, the Purchaser agrees to provide separate certified checks as requested to assist in clearing up these matters.

19. **DEFAULTS AND REMEDIES.** In case the Purchaser shall fail to make any payment of the purchase price promptly or shall fail promptly to perform any covenant or agreement required by this contract, the Seller may elect to declare a forfeiture and cancellation of this contract. Upon that election being made, all rights of the Purchaser shall cease and Seller shall be entitled to any remedy available at law or equity. It is further expressly agreed that if the Seller shall breach this contract and shall refuse to complete the sale of the land and premises to the Purchaser, then the Purchaser shall be entitled to any remedy available at law or equity, including specific performance.

20. **BROKER.** The parties represent that they have not dealt with any broker in connection with this sale other than Vincent J. DiMaso, a New York State Real Estate Broker ("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify each other against any costs, claims and expenses, including reasonable attorney fees, arising out of the breach on their respective parts of this representation.

21. **GENERAL PROVISIONS.**

A. The provisions of this Contract and the interpretation of them shall be governed by New York Law. If any portion of this Contract is held invalid, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract, and the parties further agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and interest of the invalid provision. Any action or proceeding commenced related to the provisions of this Contract shall be commenced in the courts of the State of New York and venued in Dutchess County.

B. This Contract constitutes the entire agreement between the parties and Seller is not liable for or bound by express or implied warranties or guarantees unless expressly set forth herein.

C. No modification of this Contract shall be effective unless in a writing signed by the parties.

D. This Contract shall be binding on and shall inure to the benefit of the heirs, successors, assigns and personal representatives of the parties.

E. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived or excused. Any consent by any party to, or waiver of, a breach by the other, shall not be deemed a consent to or waiver of any different or subsequent breach. The failure of either party to enforce any of its rights or remedies hereunder on any one occasion shall not be deemed a waiver of the right to enforce any other right or remedy for the same or a different occasion.

22. **TENANCIES.** All of the occupants of the property are tenants at will and upon approval hereof by the Dutchess County Legislature, Seller will give such legal notice to those tenants as may be required in order to transfer the property without occupants.

23. **RISK OF LOSS.** Risk of loss or damage to the Premises by fire or other casualty until transfer of title shall be assumed by Seller. If substantial damage to the Premises by fire or such other casualty occurs prior to transfer, Seller shall have thirty (30) days to repair the Premises. Upon the expiration of the thirty (30) day period, if the Premises have not been repaired, at the option of either party, this Agreement may be canceled.

24. **AGREEMENT NOT BINDING ON SELLER UNTIL SIGNED.** This agreement, when signed by the Purchaser, constitutes an offer to purchase on the part of the Purchaser, only, and the Purchaser fully understands that this agreement shall not become a

binding obligation on the Seller until it has been signed by the Seller. The Purchaser and the Seller have agreed that the Seller will sign the contract at the time of Closing. The Purchaser and Seller have further agreed that either party can terminate this transaction without penalty or liability of any kind prior to Seller's formal execution of the contract at the Closing.

25. **ATTORNEYS AND NOTICE.** Seller designates Lou Lewis, Esq., LEWIS & GREER, P.C., 510 Haight Avenue, Poughkeepsie, New York 12603 as its attorney with respect to this transaction. Purchaser designates James M. Fedorchak, County Attorney, 22 Market Street, Poughkeepsie, New York 12601 as its attorney with respect to this transaction.

**IN WITNESS WHEREOF**, the parties have executed this Contract on the date first above written.

**ESTATE OF JEAN W. PATRICK**

**COUNTY OF DUTCHESS**

\_\_\_\_\_  
By: John W. Patrick  
As Co-Executor of the Estate of Jean W. Patrick

\_\_\_\_\_  
By: Marcus J. Molinaro, County Executive

\_\_\_\_\_  
By: Gale M. Patrick  
As Co-Executor of the Estate of Jean W. Patrick

## SCHEDULE A

City of Poughkeepsie, County of Dutchess, State of New York. Bounded and described as follows:

BEGINNING at a point in the southeast corner of Cannon and Market Streets, in the said City and running thence southerly along the east side of Market Street, 52 feet more or less to the southwest corner of this lot in range with the north line of the house and lot formerly occupied by John Barnes and later by Augustus G. Elliott, thence easterly along the north line of the house and lot last aforesaid about 110 feet to the west line of the Poughkeepsie Female Academy; thence northerly along their west line about 50 feet more or less to the south line of Cannon Street; thence westerly along the south line of cannon Street about 110 feet more or less to the place of beginning

SUBJECT to the common use and privilege of an alley or passage way six feet wide in the rear of the premises adjoining the said Female Academy lot for the passage and carrying of persons, articles and property for the use of the premises of the said John Barnes or his assigns next adjoining and of Charles Vassar and his assigns southerly thereof, and as granted to the said Charles Vassar by the said John Barnes and Maria, his wife, by deed bearing date the 12th day of December, 1836.

ADDENDUM TO CONTRACT BETWEEN

ESTATE OF JEAN W. PATRICK

and

COUNTY OF DUTCHESS

Notwithstanding anything to the contrary contained in the contract between the above parties, of which this addendum is hereby made part, the Seller agrees with the Purchaser as follows:

**ARTICLE 13. ZONING AND RESTRICTIONS.** The premises are conveyed subject to zoning ordinances, building regulations, restrictions of record, except any reverter clause, easements and rights-of-way, provided the same are not violated by the use, occupancy or structure, do not render title unmarketable, threaten the continued existence of the improvements thereon or the present use or occupancy of the premises, or substantially reduce the usable area or beneficial enjoyment of the said premises, or require any affirmative acts or monetary payments on the part of the owner, provided the premises shall be finally and unappealably zoned so as to permit Purchaser to use the premises in substantially the same manner as presently used.

**ARTICLE 14. CONDITIONS AND EASEMENTS.** It is understood and agreed, that notwithstanding anything to the contrary herein contained, this contract will be contingent upon buyer reviewing the conditions, restrictions and reservations heretofore referred to, as well as any easements which may encumber the within premises, and in the event the Purchaser rejects the conditions, restrictions, reservations and/or easements as unacceptable, then this contract shall be null and void. Any rejection to be issued by the Purchaser shall be done within the due diligence period contained in Paragraph 5 of the Agreement of Purchase and Sale. Upon said nullity being declared, this contract shall be considered cancelled, with no further liabilities to Purchaser or Seller.

**ARTICLE 15. RISK OF LOSS.** Notwithstanding the liability for risk of loss or damage to the premises due to fire, the Seller agrees that should the premises be damaged in any material way by fire, elements or vandalism, the Purchaser shall have the option of proceeding with this contract or declaring the same null and void.

**ARTICLE 16. FIRE INSURANCE.** The Purchaser shall have the privilege of procuring its own fire insurance on the subject premises and no adjustment of earned premium due the Seller will be required.

**ARTICLE 17. MECHANICAL SYSTEMS AND APPLIANCES.** The plumbing, electrical, sanitary sewer, drainage and heating systems, well and pump, if any, and any appliance, equipment, mechanical or electrical devices included in the sale, will meet applicable building

code requirements and be in working order and condition at the time of the transfer of title and delivery of the deed and the Seller agrees that the Purchaser or its agents shall have a right to make an inspection of the premises at any reasonable time prior to the closing for the purposes of these determinations. Any such inspection shall be done within the due diligence period contained in paragraph 5 of the Agreement of Purchase and Sale.

**ARTICLE 18. WATER AND SEWER.** Seller represents, to the best of its knowledge, the premises are lawfully connected to the municipality's public water supply and sanitary sewer systems and such systems are adequate in quality and quantity for the existing use of the premises.

**ARTICLE 19. HOUSING CODE.** The Seller represents that to the best of its knowledge, the premises herein are not in violation of any building code regulations. In the event that at the time of the closing, said premises are in violation of any building code regulations, then in that event, the Purchaser may, at his/her option, cancel this contract and each of the parties hereto released from any liabilities against the other.

**ARTICLE 20. SURVEY.** That in the event a survey and/or title search conducted on behalf of the Purchaser discloses a condition or conditions which render the title herein unmarketable as a matter of law or within the specific provisions of this contract and addendum, or if a new survey discloses a material diminution of land area from that described in this contract, or if the survey shall show that all improvements to be included in the sale are not located within the perimeter boundaries of the premises, or if there are any encroachments, or if any improvement, as shown on the survey, violates by reason of location, size or other dimension, any conditions or restrictions of record or zoning ordinance and the Seller shall, prior to the date of closing or within ninety (90) days thereof, be unable to correct the condition or conditions resulting in said unmarketability, or diminution of land area, the cost of both the survey and the title examination, together with all other sums applied and paid by the Purchaser to the Seller shall be forthwith reimbursed and refunded by the Seller to the Purchaser and this contract shall thereupon become null and void; in the event that the Seller shall fail to make reimbursement and refund a herein provided, such amounts and the sum thereof shall be and hereby are made liens on the subject premises but such liens shall not inure to the benefit of nor continue after default by the Purchaser under this contract.

In the event Purchaser obtains a survey of the premises and the survey is certified to Seller, Seller agrees to include in the Deed of conveyance a metes and bounds description in accordance with the survey, with the understanding by Purchaser that Seller does not thereby warrant the accuracy of said metes and bounds description.

Purchaser's survey and title report shall be concluded within the due diligence period in paragraph 7 of the Agreement of Purchase and Sale.

**ARTICLE 21. ROOF AND BASEMENT.** The Seller represents that the roof and the basement, if any, of the structure located upon the premises are now and will be on the date of the closing of title, free from surface and subsurface water leakage and that the interior of such structure or structures is dry, useable and habitable.

**ARTICLE 22. CERTIFICATE OF OCCUPANCY.** Seller represents and warrants that there have not been any additions, improvements or alterations to the premises for which a Building Permit or Certificate of Occupancy is required by the Town of Poughkeepsie and for which no Certificate of Occupancy has been issued. This clause survives the closing of title and delivery of deed.

**ARTICLE 23. MAINTENANCE OF PREMISES.** The Seller shall keep and maintain the premises in customary and presentable condition until the closing, including, but not limited to, the continued care of the grounds, such as regular lawn mowing, removal of leaves, hedge trimming and snow removal.

**ARTICLE 24. ADJACENT STREETS.** The obligation of Purchaser to complete this transaction is contingent upon Purchaser obtaining confirmation from the applicable municipality that the premises is on a publicly owned and publicly maintained street owned and maintained by the municipality and that the premises which are the subject of this conveyance have a lawful right of ingress and egress to and from said street. Purchaser's obligation to close is further contingent upon Purchaser obtaining confirmation from the municipality that all requirements for completion of said street and/or repair thereof, imposed upon subdivider of the premises, have been satisfied and that there are no outstanding claims by the municipality for repair, alteration or modification of the street.

**ARTICLE 25. COMPLIANCE WITH EXECUTIVE LAW.** Seller shall, at closing, deliver his/her affidavit indicating compliance with the terms of Executive Law, Section 378, Subdivision 5.

**ARTICLE 26. FLOOD PLAIN.** In the event that any of the property described herein is located in a flood plain or wetland area, Purchaser shall have the option of declaring this contract null and void and all sums paid on account hereof shall be returned by the Seller to the Purchaser.

**ARTICLE 27. REPRESENTATIONS.** This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the accuracy, as of the date of closing, of the representations and warranties of the Seller made in this contract.

**ARTICLE 28. SIGNATURE BY PARTIES.** This instrument shall not be considered a binding contract until signed by the Seller and Purchaser.

**ARTICLE 29. INCONSISTENCY.** In the event any of the terms of this Addendum are different or inconsistent with the terms of the contract or any addendum or rider thereto, the terms of this addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year below indicated.

SELLER:

ESTATE OF JEAN W. PATRICK

By: \_\_\_\_\_  
William W. Patrick, Co-Executor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John W. Patrick, Co-Executor

Date: \_\_\_\_\_

PURCHASER:

COUNTY OF DUTCHESS

By: \_\_\_\_\_  
Marcus J. Molinaro, County Executive

Date: \_\_\_\_\_

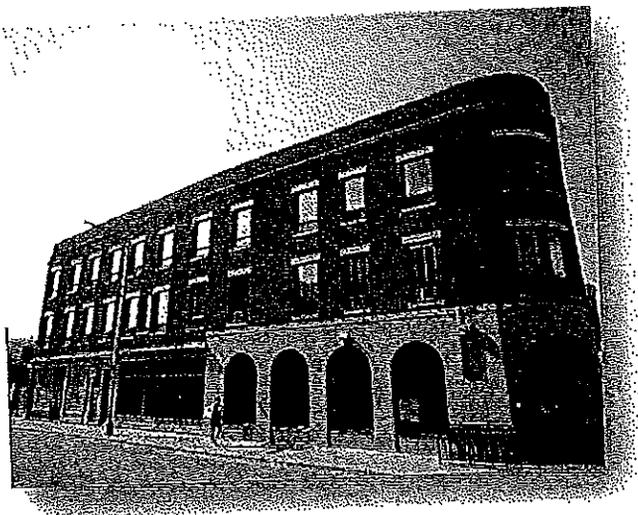


**R.P. HUBBELL AND COMPANY, INC.**  
*Real Estate Appraisers and Market Analysts*

**APPRAISAL REPORT**

**PROPERTY**

Multi-Tenant Office / Retail Building  
45 Market Street  
City of Poughkeepsie, Dutchess County, New York 12601



**EFFECTIVE DATE OF THE APPRAISAL**

July 7, 2016

**SUBMITTED TO**

Vincent J. DiMaso, NYS Licensed Real Estate Broker  
510 Haight Avenue, Suite 103  
Poughkeepsie, NY 12603

**PREPARED BY**

R.P. Hubbell and Company, Inc.  
3 Neptune Road, S-400  
Poughkeepsie, NY 12601



**R.P. HUBBELL AND COMPANY, INC.**  
*Real Estate Appraisers and Market Analysts*

July 19, 2016

Vincent J. DiMaso,  
510 Haight Avenue, Suite 103  
Poughkeepsie, NY 12603

Re: 45 Market Street, City of Poughkeepsie, Dutchess County, New York 12601

Dear Mr. DiMaso:

In accordance with your request, we have completed an appraisal of the above-referenced property. The purpose of the appraisal is to estimate the market value of the fee simple estate of the subject hereinafter described property "as is" as of the date of inspection of July 7, 2016. The report to follow sets forth the most pertinent data gathered, the techniques of valuation, the reasoning leading to the opinion of value is subject to the enclosed limiting conditions and has been made in conformance to the Uniform Standards of Professional Appraisal Practice 2016-2017, Code of Professional Ethics, Standards of Professional Conduct of the Appraisal Institute and the minimum reporting and definition requirements of 12CFR, Part 323, FDIC Final Rule of Title XI of the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989 as currently amended.

The subject is a 0.12 acre tax lot improved with a three story office building totaling 15,640 square feet containing first floor retail bank space. At the time of inspection, the property was 74% occupied and the improvements appeared to be in average condition. A selected number of rental units (retail bank space, Unit 211, & Unit 305) were accessed during the inspection. The property is appraised under the **extraordinary assumption** that the unseen interior portions are in similar condition to those accessed. The use of this assumption may affect assignment results.

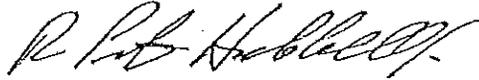
Considering the data and conclusions contained herein, it is our opinion that the "as is" value indication of the subject property as of the effective date of valuation, July 7, 2016, is:

SEVEN HUNDRED EIGHTY THOUSAND DOLLARS  
\$780,000

Respectfully Submitted,

R.P. HUBBELL and COMPANY, INC.

Signature:



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R. Peters Hubbell, Jr., MAI

State Certified General Real Estate Appraiser No. 46... 3185

Signature:



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Aaron Schmidt

Staff Appraiser

**SUMMARY OF SALIENT FACTS**

**TYPE OF PROPERTY:** Multi-Tenant Office / Retail Building

**LOCATION:** 45 Market Street, City of Poughkeepsie, Dutchess County, New York 12601

**OWNER OF RECORD:** Charles J. Patrick

**PROPERTY RIGHTS APPRAISED:** Fee Simple Estate

**TAX MAP REFERENCE:** 6162-77-027053

**ACREAGE:** 0.12 acres

**ACREAGE SOURCE:** Assessor's Records

**ZONING:** C-2, Research & Development District

**IMPROVEMENTS:** The subject property is improved with a three story 15,640 square foot Multi-Tenant Office / Retail Building in average condition.

**UTILITIES:** Municipal Water & Sewer; Natural Gas

**FLOOD ZONE:** The property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, per community panel #36027C0358E dated May 2, 2012.

**DEED RESTRICTIONS & EASEMENTS:** None of Note

**ENCROACHMENTS:** None

**EXTRAORDINARY  
ASSUMPTIONS:**

Only a few of the units (retail bank space, Unit 211, & Unit 305) were able to be accessed during the inspection. The property is appraised under the extraordinary assumption that the unseen interior portions are in similar condition to those accessed. The use of this assumption may affect assignment results.

**HYPOTHETICAL  
CONDITIONS:**

None

**HIGHEST AND BEST USE:**

Mixed Use

**DATE OF INSPECTION:**

July 7, 2016

**DATE OF VALUATION:**

July 7, 2016

**DATE OF REPORT:**

July 19, 2016

**MARKET VALUE:**

**\$780,000**

### ASSUMPTIONS & LIMITING CONDITIONS

This appraisal report, the letter of transmittal, and the certification are made expressly subject to the following assumptions and limiting conditions, and any special limiting conditions contained in the report, which are incorporated herein by reference.

1. The legal description furnished is assumed to be correct. We assume no responsibility for matters legal in character, nor do I render any opinion as to the Title, which is assumed to be good and marketable. All existing liens and encumbrances, if any, have been disregarded and the property appraised as though free and clear, under responsible ownership and competent management.
2. The sketches in this report, if any, are included to assist the reader in visualizing the property. I have made no survey of the property and assume no responsibility in connection with such matters.
3. We assume to be reliable the information which was furnished by others, but I assume no responsibility for its accuracy.
4. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose other than the intended use by the appraiser or the applicant without the previous written consent of the appraiser or the applicant, and then only with proper qualification.
5. We are not required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless arrangements have been previously made thereto.
6. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building(s) must not be used in conjunction with any other appraisal and are invalid if so used.
7. No investigation has been made to determine if there are subsurface deposits of gas or minerals.
8. This appraiser inspected the building(s) involved in this appraisal report. The degree of damage, if any, by termites, dry rot, wet rot, or other infestations was not reported.

9. All furnishings and equipment, except those specifically indicated and typically considered as a part of real estate have been disregarded by this appraiser. Only the real estate and necessary FF&E has been considered.
10. The comparable sales data relied upon in this appraisal are believed to be from reliable sources; however, it was not possible to inspect the comparable sales completely, and it was necessary to rely on information furnished by others as to said data. Therefore, the value conclusions are subject to the correctness and verification of said data.
11. The appraiser has inspected, as far as possible, by observation the land and the improvements thereon. However, it was not possible to personally observe conditions beneath the soil or hidden structural components within the improvements. Therefore, no representations are made herein as to these matters, and unless specifically considered in the report, the value estimate is subject to any such conditions that could cause a loss in value. Condition of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements, unless otherwise stated.
12. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to valuation and conclusions and the identity of the appraiser or the firm with which he is connected.
13. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. We urge the client to retain an expert in this field, if desired.
14. The Americans with Disabilities Act (ADA) became effective January 26, 1992. No specific survey or analysis of this property has been conducted to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. Since compliance matches each owner's financial ability with the cost to cure the property's potential physical characteristics, no comment can be made on compliance to ADA. A brief summary of the physical description is included in this report and in no way suggests or implies ADA compliance by the current owner.

Given that compliance can change with each owner's financial ability to cure non-accessibility, any value estimate does not consider possible noncompliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

15. Many appraisals involve an inspection of the land and an exterior and interior inspection of the existing improvements by an appraiser on a walk-through basis. This type of inspection is not the equivalent of an inspection by a qualified engineer. We recommend the client have a qualified building inspection done prior to the disbursement of any loan funds. An appraiser's inspection should, at the minimum, be thorough enough to adequately describe the real estate in the appraisal report; develop an opinion of highest and best use, when such an opinion is necessary and appropriate; and make meaningful comparisons in the appraisal of the property.<sup>1</sup> Therefore, no responsibility is assumed for such conditions as structural, mechanical, etc. that an inspection the equivalent of an engineer's would be required to discover. The client is urged to get an engineer's inspection prior to the disbursement of any loan funds. Unless otherwise stated, the property is assumed to be building code compliant.
16. The property is considered and assumed to be under responsible ownership and competent management.

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<sup>1</sup> Portions taken from USPAP 2010/11 e-edition Advisory Opinion AO-2

## CERTIFICATION

We certify that, to the best of our knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.

We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

Aaron Schmidt and R. Peters Hubbell Jr., MAI have made an inspection of the property that is the subject of this report.

We have previously appraised the subject property in a report dated July 1, 2013 for the client.

We have not performed any other services, in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

We certify that, to the best of our knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in

conformity with the requirements of the code of professional ethics and standards of professional appraisal practice of the Appraisal Institute.

We certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, R. Peters Hubbell, Jr., MAI has completed the requirements of the continuing education program of the Appraisal Institute.

Signature:



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R. Peters Hubbell, Jr., MAI  
*State Certified General Real Estate Appraiser No. 46...3185*

Signature:



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Aaron Schmidt  
*Staff Appraiser*

*This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.*

**CLIENT:** Charles J. Patrick; represented by Vincent J. DiMaso,  
NYS Licensed Real Estate Broker  
510 Haight Avenue, Suite 103  
Poughkeepsie, NY 12603

**APPRAISERS:** R. Peters Hubbell, Jr., MAI  
Aaron Schmidt  
R.P. Hubbell & Company, Inc.  
3 Neptune Road, S-400  
Poughkeepsie, New York 12601

**SUBJECT:** Multi-Tenant Office / Retail Building  
45 Market Street  
City of Poughkeepsie, Dutchess County, New York  
12601

**PURPOSE OF THE APPRAISAL:** The purpose of the appraisal is to provide an opinion of the "as is" market value of the subject as of the effective date of valuation.

**THE INTENDED USER OF THE REPORT** is Charles J. Patrick, represented by Vincent J. DiMaso, and the County of Dutchess.

**THE INTENDED USE OF THE REPORT** is to assist the client, Charles J. Patrick and the County of Dutchess, with potential sale of the subject property.

**DEFINITION OF MARKET VALUE:** *Market value* is defined by the federal financial institutions and regulatory agencies as follows:

*Market value* is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the

buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. The buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto.
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>2</sup>

**PROPERTY RIGHTS OR INTEREST APPRAISED: Fee Simple Estate**

**DEFINITION OF FEE SIMPLE ESTATE:** Absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat.<sup>3</sup>

**DEFINITION OF EXTRAORDINARY ASSUMPTION:** An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in the analysis.<sup>4</sup>

**DEFINITION OF HYPOTHETICAL CONDITION:** That what is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.<sup>5</sup>

Only a few of the units (retail bank space, Unit 211, & Unit 305) were able to be accessed during the inspection. The property is appraised under the extraordinary

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<sup>2</sup> Rules and Regulations, *Federal Register*, Vol. 55, No. 165, Page 34686.

<sup>3</sup> *The Dictionary of Real Estate Appraisal*, 5th ed., (Chicago: Appraisal Institute, 2010), p. 78.

<sup>4</sup> *Ibid.*, p. 73.

<sup>5</sup> *The Dictionary of Real Estate Appraisal*, 5th ed., (Chicago: Appraisal Institute, 2010), p. 97.

assumption that the unseen interior portions are in similar condition to those accessed. The use of this assumption may affect assignment results.

**SCOPE OF THE APPRAISAL:** As part of this appraisal, we have made a number of independent investigations and analyses. The investigations undertaken and data sources used are listed as follows:

- Area & Neighborhood Analysis – Demographic, employment, and housing data was gathered from the New York State Department of Labor, the Real Estate Center of Texas A&M University, Site to Do Business, and New York State Association of Realtors.
- Site / Improvement Description & Analysis – Tax maps prepared by the Real Property Tax Office of Dutchess County, flood maps from the Federal Emergency Management Agency, and zoning maps prepared by the City of Poughkeepsie were examined. An inspection of the subject was performed on July 7, 2016 with a property representative, Vincent J. DiMaso.
- Market Data Program – Obtained market data by researching sales and leases in the market area which were considered comparable to the subject property.
- Highest & Best Use – In estimating highest and best use for the subject property, an analysis was made of the data compiled above, in order to estimate the economic feasibility of the subject.
- Approach to Value – Utilized the Sales and Income Approaches to arrive at an opinion of market value. The Cost Approach not is relied upon since market participants do not typically utilize this approach and depreciation estimates are sometimes difficult to ascertain.
- Reconciliation & Final Value Conclusion – Discuss the strengths and weaknesses of each approach and reconcile to a final value indication.

**EXPOSURE TIME:** Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the

appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.<sup>6</sup>

Based on conversations with brokers and assuming proper pricing, similar properties sold in the subject market area in 9 to 12 months over the last year. Marketing times have remained stable over the last year. As stated in the current edition of USPAP, "The reasonable exposure period is a function of price, time and use, not an isolated opinion of time alone." Thus, the estimate of exposure time assumes:

1. An open, competitive market for the subject property type.
2. Proper marketing of the subject with an experienced and competent commercial broker.
3. A list price of no more than 110% of the appraised value.
4. Availability of mortgage money at competitive, market interest rates.

Analysis of improved property sales in the area indicates that **exposure** time would have been 9 to 12 months. Looking forward, marketing times will likely remain stable as the demand for commercial real estate in the subject appears to be improving.

#### **SUBJECT HISTORY**

At the time of inspection the property was 26% vacant. The majority of the first floor was previously occupied by Bank of America as retail bank space, the lease expired in December 2015 with the bank vacating prior. The majority of the leases are all on a month-to-month basis with the exception of one which is expiring on August 31, 2016.

The subject is not currently listed for sale nor are there any known sales contracts on the property. Previously (2013-2014), the subject was listed for \$750,000 which was based on an appraisal. The most recent listing for the property was for \$690,000. The subject has not transferred in the past three years.

A tax map and aerial photo are provided as follows:

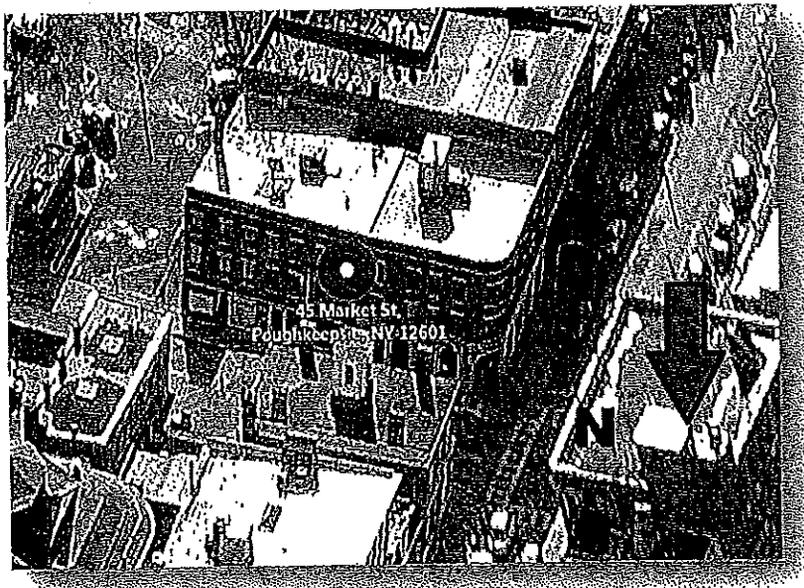
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<sup>6</sup> Uniform Standards of Professional Appraisal Practice, 2008-2009 ed., (Appraisal Foundation, 2008), p.U-87

TAX MAP

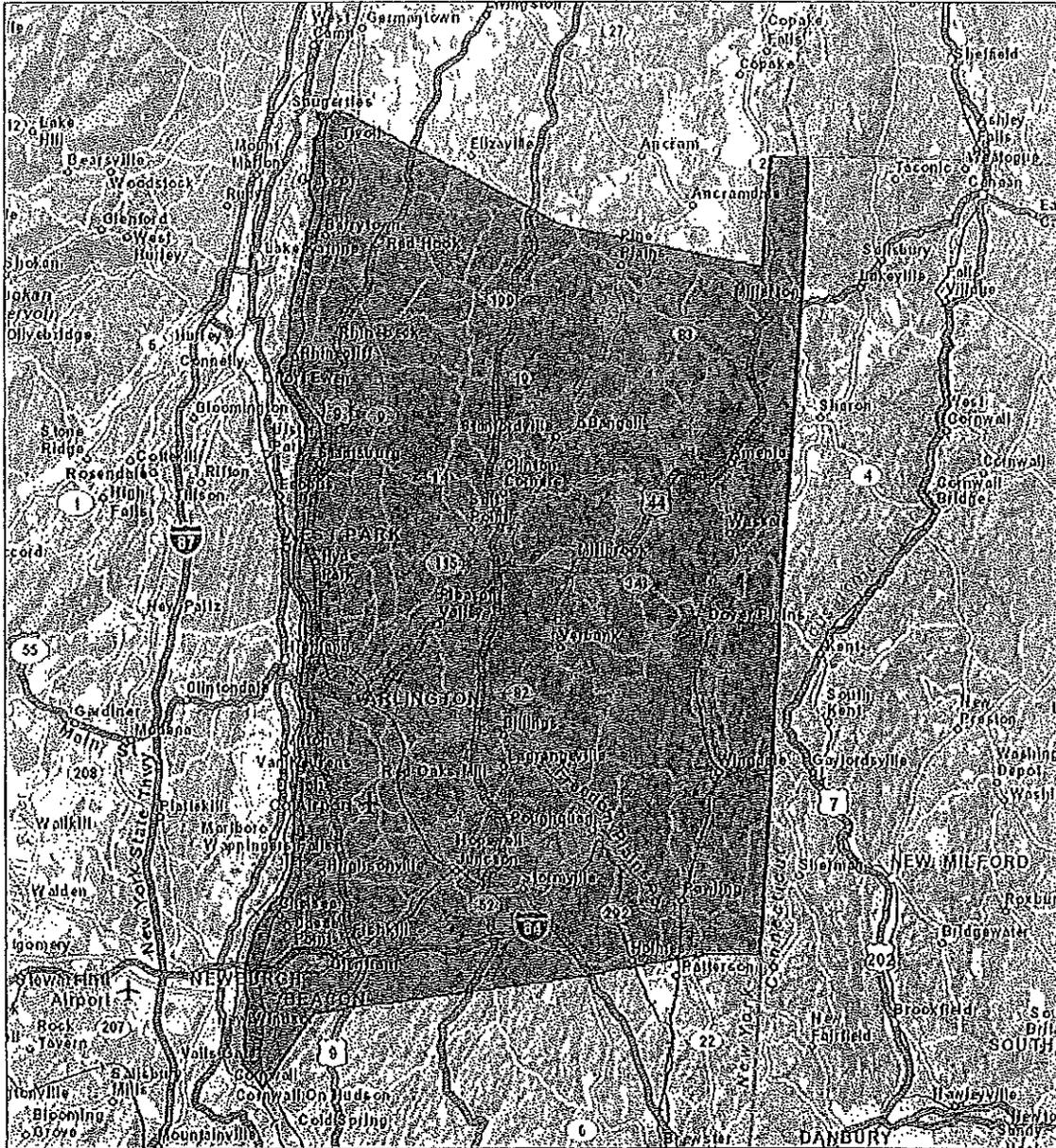


AERIAL PHOTO



### AREA & REGIONAL ANALYSIS

Dutchess County is one of seven counties in the Mid-Hudson Valley Region of New York State. A region termed New York's *natural growth areas* due to the proximity of New York City and its attractive landscape. Dutchess County is located in the center of this Mid-Hudson Region which also includes Columbia, Ulster, Orange, Putnam, Rockland, and Westchester.



### Transportation & Access

Three major highways traverse Dutchess County and provide easy accessibility into the Metro New York and New Jersey areas:

- *Interstate 84* is a major east/west artery running from Scranton, Pennsylvania through New York and into New England.
- *NYS Route 9* intersects Interstate 84 at Fishkill then running into Putnam and Westchester Counties to the south and north to the Capital District in Albany, New York.
- *Taconic State Parkway* bisects the county in a north and south direction. It is a scenic route used by many tourists leading into the New England area. In a southerly direction, the TSP leads directly into New York City.

**Stewart International Airport** is located in the Towns of Newburgh and New Windsor, near the I-87 and I-84 intersection. It is one of the largest airports in the United States with over 10,000 acres of land, 12,000 foot runway, and an instrument landing system capable of handling any type of aircraft.

The Metropolitan Transportation Authority (MTA) provides two terminuses for commuter rail lines known as Metro North - one in Poughkeepsie in the western portion of Dutchess County and one in Wassaic in the eastern Dutchess County, reaching Manhattan by rail in approximately two hours.

### Demographic Summary

The population in the county grew significantly from 2000 to 2010 at roughly 6.19% and has remained stagnant from 2010 to 2015, with only a slight increase of 0.30%. A faster growth rate is projected for the next five years at 0.18% annually or 0.88%. Dutchess has traditionally been considered a part of the metropolitan New York region. Over the first decade of this century, the County became a bedroom community for out-of-county employees due to lower housing costs than those found in Queens, Bronx and Westchester Counties, Long Island and Fairfield County, Connecticut. Prior to the current recession, net-domestic migration had turned negative due to the increasing unemployment rates throughout New York State. 2009 saw positive net domestic migration for the first time since 2004. Through 2010 and 2011, net domestic migration returned to negative growth.

2000 - 2020 Demographics			
		Dutchess County	New York
<b>Population</b>	2000 Population	280,150	18,976,457
	2010 Population	297,488	19,378,102
	2015 population	298,385	19,704,032
	2020 population	301,009	20,119,871
<b>Growth Rate</b>	2000 - 2010	6.19%	2.12%
	2010 - 2015	0.30%	1.68%
	2015 - 2020	0.88%	2.11%
<b>Households</b>	2000 Households	99,536	7,056,860
	2010 Households	107,965	7,317,755
	2015 Households	109,208	7,476,368
	2020 Households	110,550	7,650,474
<b>Growth Rate</b>	2000 - 2010	8.47%	3.70%
	2010 - 2015	1.15%	2.17%
	2015 - 2020	1.23%	2.33%
<b>Median Income</b>	2000 Median Income	\$53,524	\$43,582
	2010 Median Income	\$69,642	\$58,128
	2015 Median Income	\$75,093	\$58,048
	2020 Median Income	\$83,885	\$66,766
<b>Growth Rate</b>	2000 - 2010	30.11%	33.38%
	2010 - 2015	7.83%	-0.14%
	2015 - 2020	11.71%	15.02%
<b>2015 Per Capita Income</b>		\$35,175	\$32,422
<b>Median Age</b>		41.2	38.7
<b>Avg Household Size</b>		2.55	2.56

Data from Esri & US Census

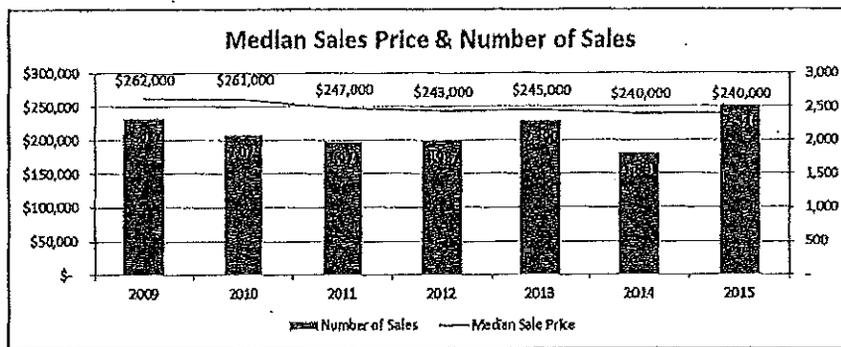
Households are expected to increase by 0.24% annually, similar to the rate of growth for the last five years of 0.22%. Median income levels declined from \$58,128 in 2010 to \$58,048 in 2015. The median income is projected to increase by 2020 by 15.02% to \$66,766. Per capita income stood at \$32,422 in 2015 with a median age of 38.7 and average household size of 2.56.

### Labor Force and Employment

Employment in the county was up by 900 jobs in June of 2015 from the prior month and down from June of 2014 by 300 jobs. The total labor force in the county was 143,200 as of June 2015. The most recent unemployment rate is 4.0% as of December 2015. This is slightly up from the prior month of 4.60% and down from 12 months prior at 5.30%.

### Housing

The Dutchess County housing market has been up and down since the recession with the number of sales increasing from 1,801 in 2014 to 2,518 in 2015. The median sale price has remained somewhat stable although down from \$245,000 in 2013 to \$240,000 for 2015.



### Conclusion

The Mid-Hudson region is currently experiencing expansion with numerous new commercial and residential projects either beginning or in the planning stages although some sectors such as office continues to lag behind other sectors. Dutchess County is ideally located near Westchester County with good transportation support and highway system. An anticipated continued growth albeit slow and steady is a reasonable forecast for the near future.

### Neighborhood Description

The subject is located in the City of Poughkeepsie on the corner of Market and Cannon Streets in the central business district. The immediate neighborhood consists mainly of office, retail, and government uses. The county municipal buildings are located one block north on the corner of Main and Market Streets. Approximately one half mile west, toward the Hudson River, is the Poughkeepsie MTA train station providing access to the NYC-Metro area with service extending to Grand Central Station.

**MARKET ANALYSIS**

**Improved Sales Data**

The subject's market area is primarily the City of Poughkeepsie. A search for sales of office properties with a retail bank component in the subject market area was conducted. There was a lack of sales with the same combination of uses. Three sales were located in the City of Poughkeepsie and are considered comparable ranging from \$37 per square foot to \$98 per square foot with an average of \$66 per square foot and a median of \$62 per square foot. There were two active listings in the City of Poughkeepsie located in the subject's immediate neighborhood. The following table summarizes the data gathered.

Location	Sale Date	Sale Price	SF	\$/SF
214 Main Street, Poughkeepsie	10/10/2012	\$277,500	7580	\$37
272 Mill Street, Poughkeepsie	2/29/2016	\$450,000	7212	\$62
267 Mill Street, Poughkeepsie	5/1/2013	\$600,000	6092	\$98
41-43 Market Street, Poughkeepsie	Active	\$499,000	7582	\$66
20 Cannon Street, Poughkeepsie	Active	\$499,000	6290	\$79

Average	\$66
Median	\$62

**Lease Data**

The subject's immediate market area is the City of Poughkeepsie. A search for comparable office leases was conducted. The subject does have retail bank space. However, this space could easily be fit up for general office use and would most likely rent at a competitive office rental rate.

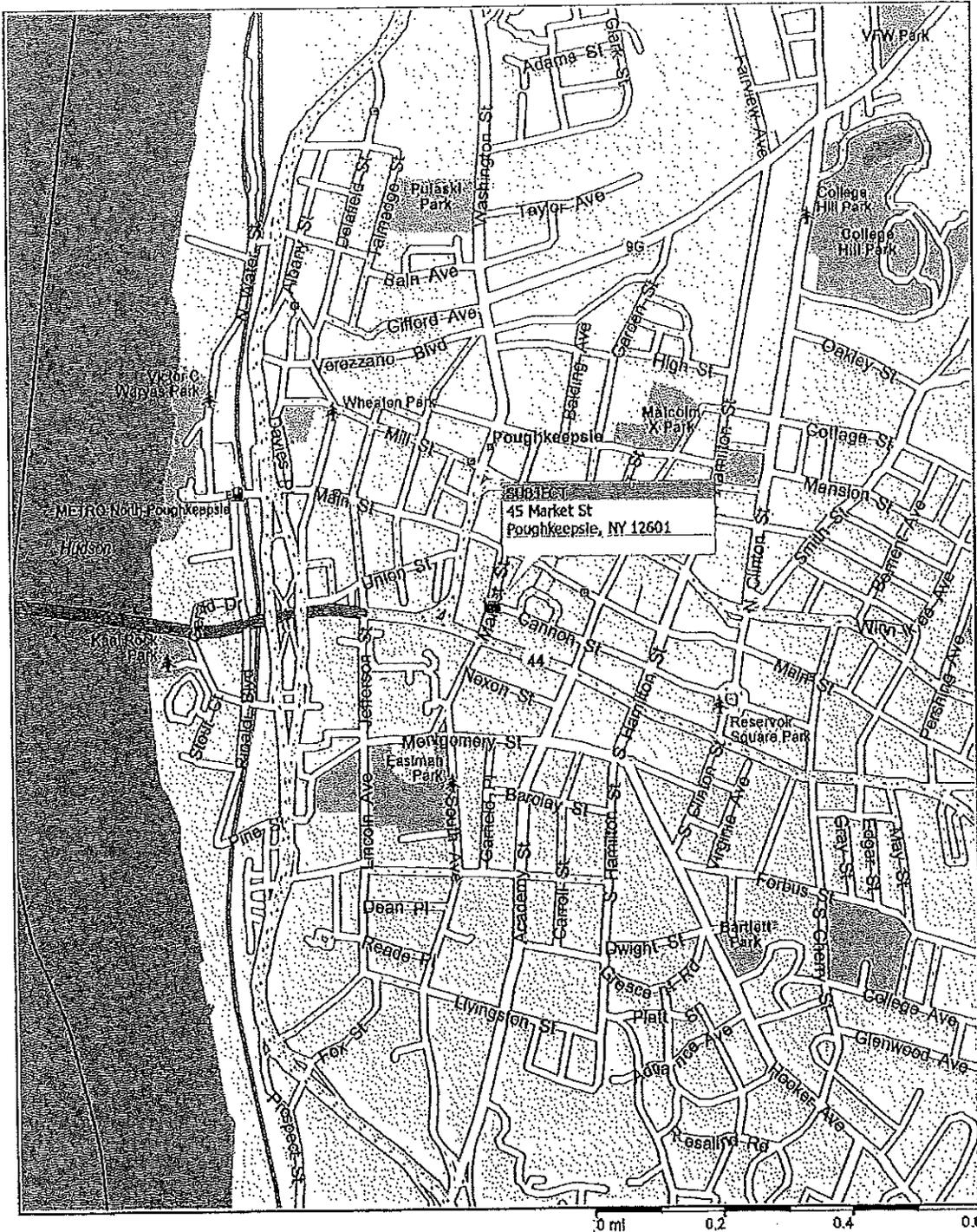
Leases of small office spaces range from \$11.95 to 20.34 per square foot with an average of \$15.47 per square foot. Larger office space ranges from \$11.47 to \$24.03 per square foot with an average of \$17.90 per square foot. In this market, most tenants rent on a modified gross basis. The table to follow summarizes the data gathered.

SUMMARY OF COMPARABLE LEASES						
Lease #	Square Footage	Annual Rent	Indicated Rent / SF	Lease Type	Tenant Paid Expenses	Comments
1	380	\$5,160	\$13.58	MG	Utilities	Office space located in the central business district.
2	442	\$5,550	\$12.56	MG	Utilities	Multi-tenant office building located in the central business district.
3	472	\$9,600	\$20.34	MG	Heat	Third floor office space in a multi-tenant office building located in the central business district.
4	709	\$11,532	\$16.27	MG	Heat	Large multi-tenant office building located in the central business district.
5	727	\$13,200	\$18.16	MG	Heat	Large multi-tenant office building located in the central business district.
6	753	\$9,000	\$11.95	MG	Utilities	Office space located in the central business district.
7	1170	\$24,000	\$20.51	MG	Taxes	Multi-tenant office building located in the central business district. Space is located on the first floor in the business district.
8	1444	\$18,900	\$13.09	MG	Utilities	Multi-tenant office building located in the central business district.
9	1543	\$17,700	\$11.47	MG	Taxes & Electric	Office space located in the central business district.
10	1760	\$27,038	\$15.36	MG	Utilities	Multi-tenant office building located in the central business district.
11	2540	\$29,736	\$11.71	MG	Taxes & Electric	Third floor office space in a multi-tenant office building located in the central business district.
12	3801	\$86,472	\$22.75	MG	Increase Over Base in Taxes & Heat	First floor space located in the central business district.
13	3,870	\$92,996	\$24.03	MG	Utilities	Multi-tenant office building.
14	4000	\$80,000	\$20.00	MG	Electric	Large multi-tenant office building located in the central business district.
15	8328	\$188,188	\$22.60	MG	Utilities	First floor space in a newly renovated building.
16	11500	\$201,250	\$17.50	MG	Utilities	Two Story office building, single tenant.

### Vacancy

Vacancies for competing buildings in the subject market area range from 4% to 17% with an average vacancy of 10.5%.

### LOCATION MAP



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Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

### PROPERTY DESCRIPTION

#### Site Description

Site Area: 0.12 acres or 5,227 square feet

Configuration: Rectangular

Frontage: Approximately 52 feet along the east side of Market Street and approximately 110 feet along the south side of Cannon Street.

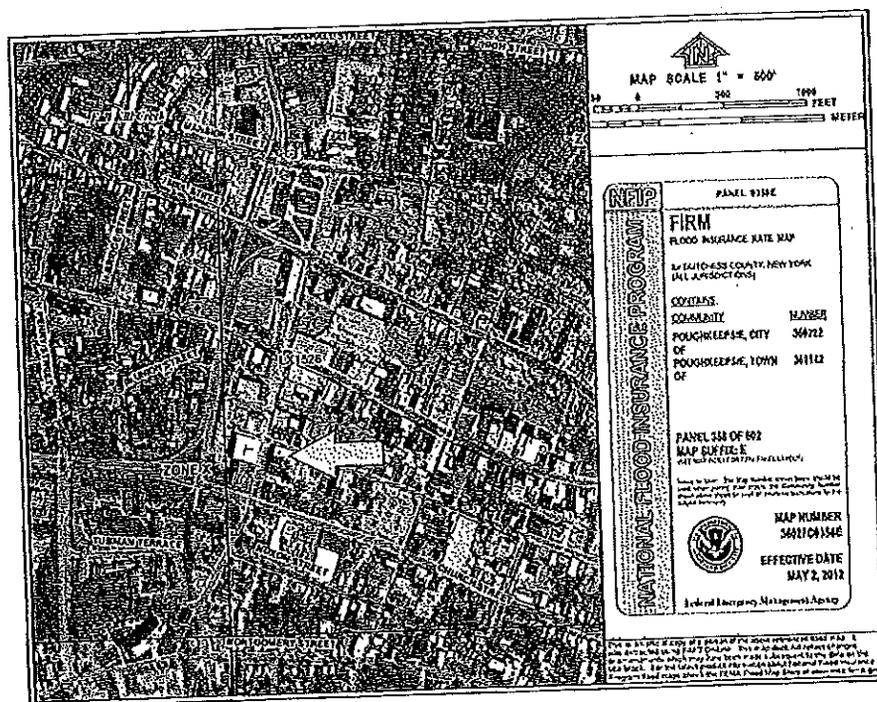
Access: Good

Topography: Level

Utilities: Municipal Water & Sewer; Natural Gas

Flood Zone: The property is located in Zone X, areas determined to be outside the 0.2% annual chance floodplain, per community panel #36027C0358E dated May 2, 2012.

### FLOOD MAP



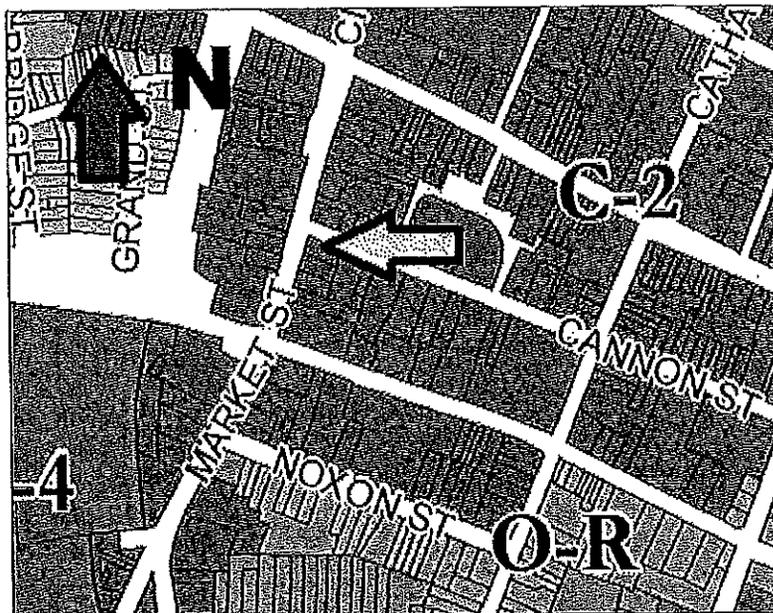
Easements and/or Encroachments: None of Note

Site Improvements: Curbing, sidewalk, and lighting.

Zoning: C-2, Research & Development District – The subject's use conforms to current zoning code and is permitted by right.

**ZONING TABLE & ZONING MAP**

C-2, Central Commercial District City of Poughkeepsie Dutchess County, New York	
Minimum Lot Area	N/A
Maximum Lot Coverage	100%
Building Height	N/A
Floor Area Ratio	2.0
Permitted Uses	
Retail stores, banks, service business, offices, newspaper printing, manufacturing (or on premises retail), restaurants, libraries, art galleries, museums, private transportation service, taxi station, auto rental office, municipal parks, and multiple dwellings with commercial first floor uses.	
Special Permitted Uses	
Community centers, hospitals, hotels, higher learning institutions, movie theaters, drinking establishments, public garages, dance halls, billiard parlors, bowling alley, skating rink, radio and television recording studios, residential units, funeral parlor, fast food restaurant, transportation terminal, light manufacturing, convenience store, skilled nursing homes, and work/live lofts.	



**Taxes & Assessment**

PARCEL	TAX ID	ACREAGE	DESCRIPTION	ASSESSMENT	EQUALIZATION	IMPLIED VALUE	TOTAL TAX RATE	TOTAL TAXES
1	8162-77-027053	0.12	Office with Bank	\$718,800	100%	\$718,800	37.91	\$27,249.71
TOTALS		0.12		\$718,800		\$718,800		

2015 - 2016 RATES	
COUNTY	3.68
CITY	13.02
LIBRARY	2.13
SCHOOL	19.08
TOTALS	37.91

TOTAL AD VALOREM	\$27,249.71
SPECIAL DISTRICTS	NONE
TOTAL TAXES	\$27,249.71
TAXES / SQ FT	\$1.74

The subject is fairly assessed based on the market value conclusion. Additionally, the subject is equitably assessed in comparison to comparable properties on a tax dollar per square foot basis. Subject taxes will be applied in the income approach with a 2% increase to account for an anticipated increase in taxes.

Address	Use	Assessed Value	Tax Rate	Total Taxes	GBA (SF)	Taxes / SF
17 Market Street, Poughkeepsie	Office	\$285,000	37.91	\$10,804	11,006	\$0.98
299 Main Street, Poughkeepsie	Office	\$285,000	37.91	\$10,804	10,543	\$1.02
289 Main Street, Poughkeepsie	Office with Bank	\$712,500	37.91	\$27,011	22,822	\$1.18
25 Market Street, Poughkeepsie	Office with Bank	\$760,000	37.91	\$28,812	16,240	\$1.77

### Description of the Improvements

The subject consists of a three story multi-tenant office building with retail bank space on the first floor, built circa 1920. There is separate corner entrance for the bank space, a main entrance to access the majority of the office spaces on the three floors, and separate exterior entrances for two units that front on Cannon Street. There is a full basement that contains mostly unfinished storage space and a utility room as well as a 1,500 lbs. elevator servicing all four floors. The improvements appeared to be in overall average condition at the time of inspection.

### Improvement Details

Foundation:	Concrete Slab
Frame:	Concrete Block
Exterior Skin:	Brick
Windows:	Double Pane & Casement
Roof Structure:	Flat
Roof Cover:	Assumed Rubber Membrane
Insulation:	Assumed to be Fiberglass
Interior Partitions:	Gypsum Board on Wood Studs
Floor Structure:	Concrete & Wood
Finished Floor Cover:	Tile & Carpet
Doors:	Exterior – Metal in Plate Glass Interior – Wood Solid Core & Plate Glass
Finished Ceiling:	Acoustic Drop
HVAC:	Gas Fired Hot Water Baseboard Furnace / Central AC on 3 <sup>rd</sup> Floor & Bank Space
Electric:	1,600 amps. Total

Plumbing: Men's & Women's Restrooms on Each Floor / Unit.

Sprinkler System: None Noted

Security System: Yes

Deferred Maintenance: None Noted

Condition & Quality: Average Condition & Average Quality

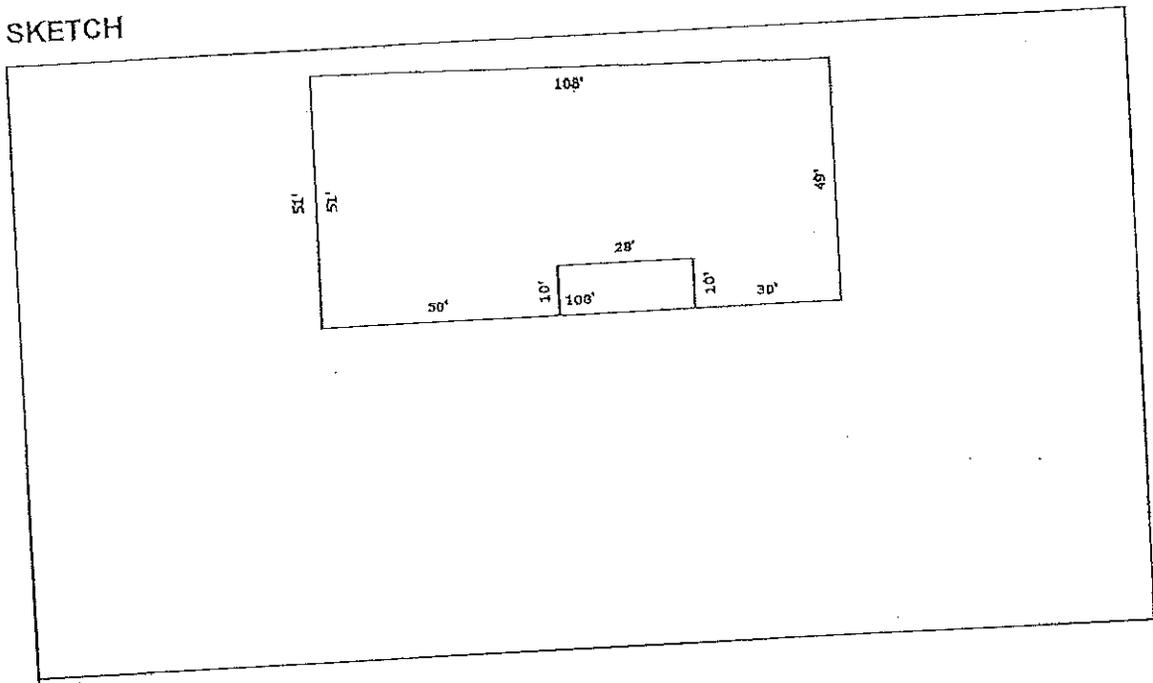
Size: GBA – 15,640, *Appraiser*  
NRA – 11,522, *Broker*

**Subject Leases & Rent Roll**

The subject's rent roll was provided and is shown below. The majority of the tenants are on a modified gross basis paying for utilities or a portion of utilities. All tenants rent on a month-to-month schedule with the exception of Caltagirone / Kasnia, expiring in August 2016. The average rental rate is \$13.66 per square foot.

Tenant	Square Feet Occupied	Square Feet Vacant	Renewal Option	Notice Date	Lease Expire Date	Rent Adjust Date	Current Month Rent	Current Annual Rent	Rental Per Square Foot and Total Avg	
Gerald J. Pisanelli	1300		None	None	N/A	7/1/2015	\$1,500.00	\$18,000.00	\$13.85	Includes Heat
David G. Ferenz	793		None	None	N/A	7/1/2015	\$875.00	\$10,500.00	\$13.24	Includes utilities
Caltagirone / Kasnia	900		None	None	8/31/2016	9/1/2015	\$900.00	\$10,800.00	\$12.00	Includes Heat
<b>VACANT</b>		500							\$14.40	Includes Heat
Dietz	1485		None	None	N/A	7/1/2015	\$1,550.00	\$18,600.00	\$12.53	Includes Heat
Kenneth F. Keutmann, Esq.	664		None	None	N/A	7/1/2015	\$850.00	\$10,200.00	\$15.36	Includes Heat
Jacqueline T. Martin	1500		None	None	N/A	7/1/2015	\$1,790.00	\$21,480.00	\$14.32	Includes Utilities
Numbers Unlimited, Inc.	180		None	None	N/A	7/1/2015	\$250.00	\$3,000.00	\$16.67	Includes Utilities
Bank of America Lease Exp 12/31/2015	3000		2-5 year	6/30/2015	12/31/2015	1/1/2016	\$5,872.88	\$70,474.56	\$23.49	Plus Utilities
Mid-Hudson Protective Services	600		None	None	N/A	7/1/2015	\$650.00	\$7,800.00	\$13.00	Plus Utilities
William Vassell Service Inc.	600		None	60 Days	N/A	7/1/2015	\$600.00	\$7,200.00	\$12.00	Plus Utilities
<b>2 CANNON / 45 MARKET TOTAL</b>	<b>11022</b>	<b>500</b>					<b>\$14,837.88</b>	<b>\$178,054.56</b>	<b>\$14.62</b>	

SKETCH



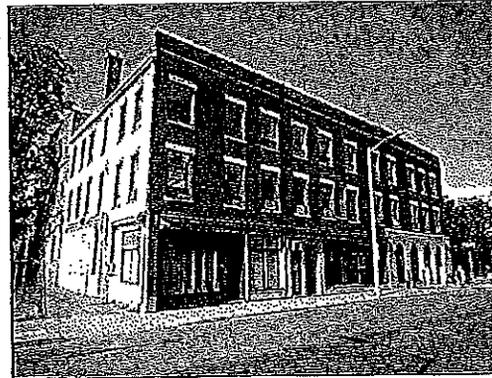
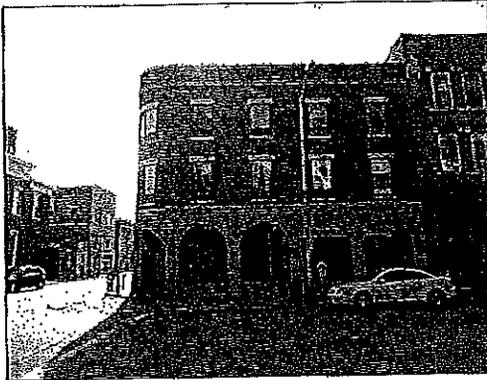
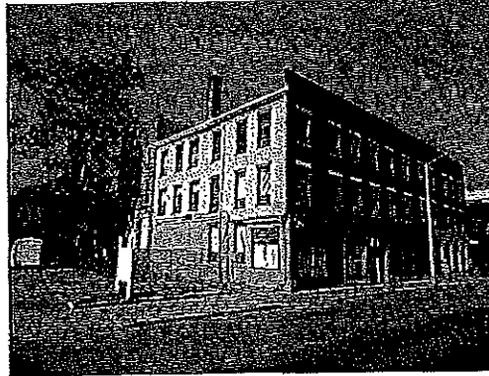
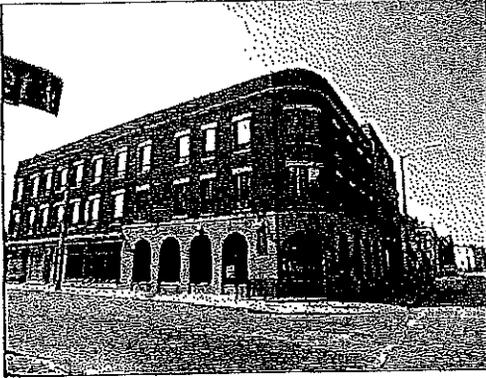
Comments:

Scale: 1" = 30'

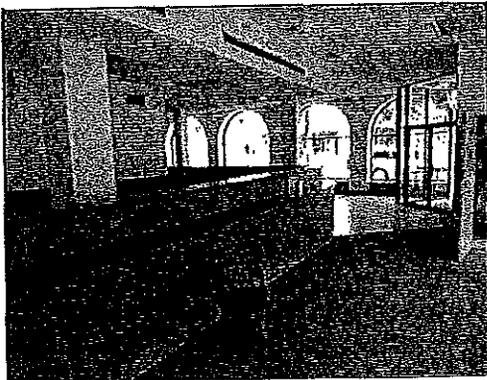
AREA CALCULATIONS SUMMARY					LIVING AREA BREAKDOWN		
Code	Description	Factor	Net Size	Perimeter	Net Totals	Breakdown	Subtotals
GLA1	First Floor	1.00	5400.00	316.0	5400.00	First Floor	
GLA2	Second Floor	1.00	5120.00	336.0	5120.00	0.5 x 108.0 x 2.0	108.00
GLA3	Third Floor	1.00	5120.00	336.0	5120.00	49.0 x 108.0	5292.00
						Second Floor	
						0.5 x 108.0 x 2.0	108.00
						10.0 x 50.0	500.00
						10.0 x 30.0	300.00
						39.0 x 108.0	4212.00
						Third Floor	
						0.5 x 108.0 x 2.0	108.00
						10.0 x 50.0	500.00
						10.0 x 30.0	300.00
						39.0 x 108.0	4212.00
					15640	10 Items (rounded w/o factors)	15640
	Net LIVABLE Area		(rounded w/ factors)				

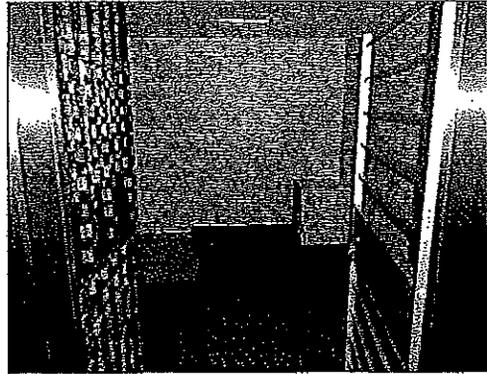
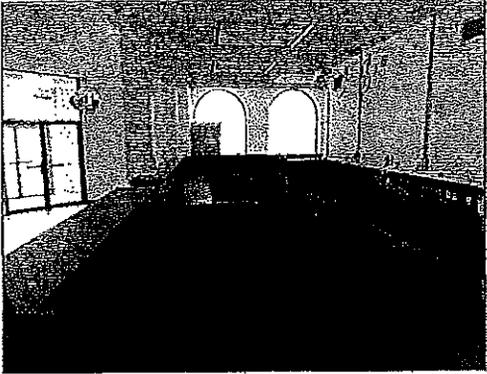
PHOTOGRAPHS OF THE SUBJECT

Exterior



Bank Space



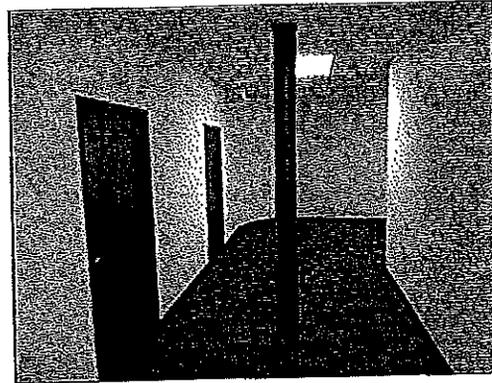
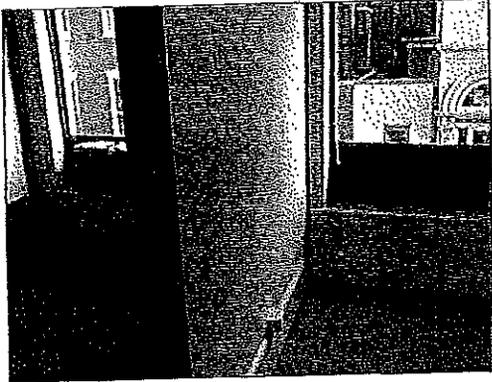
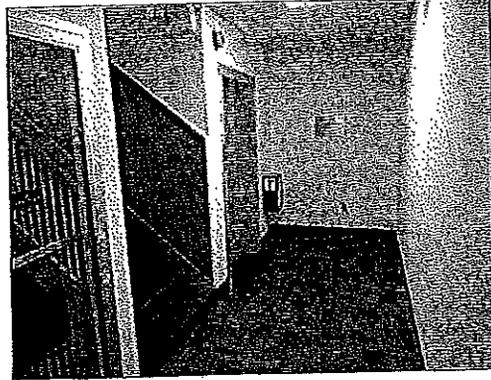
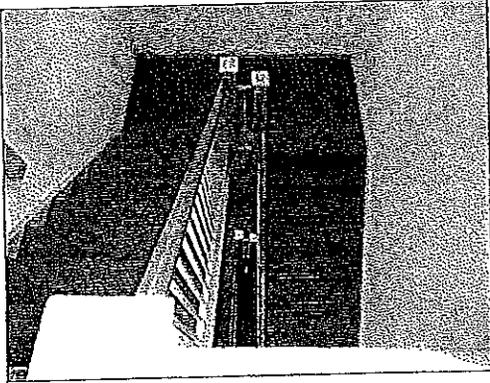


### Basement

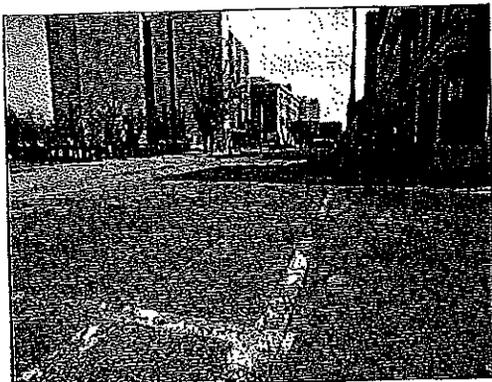


### Interior – Offices

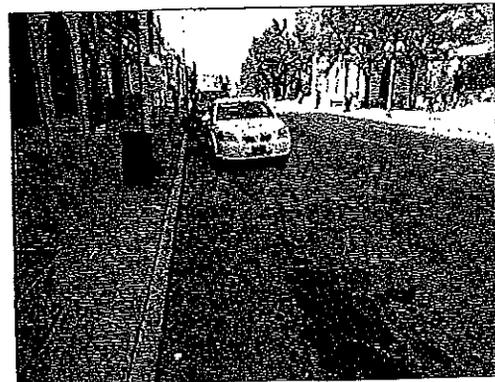




Street Scene



*View Facing North on Market Street*



*View Facing South on Market Street*

## HIGHEST & BEST USE

This principle of real estate valuation is defined as, "the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

Certain criteria must be met in the economic analysis to distinguish highest and best use. These are:

1. Legally Permissible: Is it permissible, therefore possible?
2. Physically Possible: Is the site, or can it be, physically adapted?
3. Financially Feasible: Does it appear to make economic or financial sense for the proposed use to be undertaken on the site at this time?
4. Maximally Productive: Of the financially feasible uses, what use produces the highest economic return to be undertaken on this site at this time?

The highest and best use of the land or a site, vacant and available for use, may be different from the highest and best use of the improved property. This is true when the improvement is not an appropriate use, but it makes a contribution to the total property value in excess of the site. The following tests are applied to the property, both as vacant and as improved, and must be met in estimating the highest and best use: the use must be legal and probable, not speculative or conjectural and demand for the use must exist and must yield the highest net return in terms of dollars to the land among the competing alternatives. The highest and best use is the best estimate of the appraiser, based on his opinion, as to the most profitable use among those competing alternatives, after analyzing the competitive forces within the market where the property is located, at the date of valuation.

### Highest & Best Use as Vacant

#### Legal

This test analyzes the allowable uses under the current municipal code as well as other legal restrictions such as deed restrictions and easements. The subject has no known legal restrictions that would adversely affect value. The subject lot is 0.12 acres or 5,227 square feet. There is no minimum lot area in the C-2, Research & Development District. The subject lot conforms to current zoning code. All legally permitted uses are possible.

### **Physical**

This test examines the physical characteristics of the site. The subject site is level and has access municipal services as well as natural gas. The site is not located in a flood zone. Based on the surrounding development, the subject lot meets the physical requirements for development.

### **Financially Feasible & Maximally Productive**

This test analyzes the uses that are both physically possible and legally permissible uses, eliminating those uses that do not meet the criteria to produce an income or return equal to or greater than the amount needed to satisfy operating expenses, financial obligations and capital amortization. Uses that are expected to produce a positive return are now regarded as being financially feasible within some price limits.

The subject is located on the corner of Market and Cannon Streets in the City of Poughkeepsie. Market Street is primarily made up of office and governmental uses with first floor retail on some properties. The maximally productive highest and best use of the subject as vacant would be for multi-tenant office development.

### **Highest & Best Use as Improved**

#### **Ideal versus Existing**

The subject currently is improved with a multi-tenant office building.

#### **Legally Permissible**

The subject's use is permitted by right.

#### **Physically Possible**

The subject site is level and receives municipal services as well as natural gas.

#### **Financially Feasible**

The current improvements add value to the site. Further support of a continued positive return into the future for the subject is expected based on the current market conditions described in our Market Analysis Section, where a number of properties have sold for continued use.

#### **Maximally Productive**

This final test determines what course of action should be taken with regard to

the existing improvements. The options are:

- 1) Maintain
- 2) Modify (remodel or renovate)
- 3) Convert
- 4) Demolish

The current improvements add value to the site. Further support of a continued positive return into the future for the subject is expected based on the current market conditions described in our regional and neighborhood analysis. The highest and best use is for continued use a multi-tenant office building.

### THE APPRAISAL PROCESS

There are three approaches to value estimation potentially available to the appraiser in every appraisal assignment, namely: the Sales Comparison Approach, the Cost Approach, and the Income Approach.

The **Sales Comparison Approach** has as its premise the principle of substitution, which holds that an informed purchaser will pay no more for a property than the cost of acquiring a satisfactory substitute property, with the same utility as the subject property on the current market. The sales adjustment process, which is at the heart of the sales comparison analysis, is based on identification and measurement of the effect that the presence, absence or amount of some characteristics have on the sales price of competitive (comparable) properties and hence on the value of the subject property.

The **Income Approach** has as its premise that value is the present worth of anticipated or forecast future benefits. Present worth is obtained by discounting (i.e., the form of capitalization applied to calculate the present worth of a future income stream). This approach is generally applicable only to investment real estate expected or capable of producing money income.

The **Cost Approach** has as its premise that the informed rational purchaser will pay not more for a property than the cost of reproducing a substitute property with the same utility as the subject property. To the site value (estimated by the Sales Comparison Approach) is added the present worth of the improvements (reproduction cost less accrued depreciation) thereby developing the value of the entire property.

As mentioned in the Scope of the Appraisal, only the Sales and Income Approaches are used in this analysis. The Cost Approach is not considered reliable in appraising a

property of this type due to the age and condition of the improvements and since typical buyers in the subject marketplace do not base their purchase decisions on this approach.

### **SALES COMPARISON APPROACH**

A search of comparable improved sales located in the City of Poughkeepsie was conducted. The sales are compared and adjusted in relation to the subject in the adjustment grid for salient characteristics. The four most comparable sales are analyzed on a grid for comparison to the subject. The grids and summary of the comparable sales are included at the end of the valuation section of the report to assist the reader in understanding the adjustment process. The subject is analyzed on a price per square foot basis. Below are descriptions of the elements of comparison used in the adjustment process.

#### **Dollar Adjustments**

##### **Buyer Expenditures**

No adjustments are necessary.

##### **Property Rights**

Sales 1 and 2 transferred leased fee. All rents were assumed to be at market with no adjustments necessary.

##### **Financing**

No adjustments are necessary.

##### **Conditions of Sale**

No adjustments are necessary.

#### **Percentage Adjustments**

A positive adjustment indicates the sale is inferior to the subject and a negative adjustment indicates the subject is superior to the subject.

#### **Market Conditions**

Changing market conditions can obviously affect sale prices. Market conditions can change due to a number of factors, such as tax law revisions, supply and demand imbalances, economic recession, or economic boom. Each comparable sale should be analyzed to determine if the market conditions at the time of sale were different than those that prevail as of the effective date of the appraisal. If the comparable property sold when higher prices were prevalent, then a negative

adjustment should be made to account for the difference and the opposite if prices were lower. All sales have occurred since 2012 at similar market conditions with no adjustments warranted.

#### **Location**

The location adjustment takes into consideration the neighborhood and its environment, including such things as the relative closeness to facilities, price ranges of neighboring properties, the socio-economic position of the neighborhood, and general amenities of the neighborhood in relationship to other similar and competitive areas. All Sales are located in City of Poughkeepsie and are similar in location with no adjustments warranted.

#### **Land to Building Ratio**

This adjustment examines the ratio of land area to overall building size. A larger number indicates a greater land area in relation to the building footprint and therefore greater potential for expansion and availability of parking. All sales are given a negative adjustment for their superior land to building ratios and on site parking. Sale 3 is given a tempered negative adjustment for limited on site parking.

#### **Zoning**

This adjustment is based on the overall differences in zoning and the density of allowed development between the sales and the subject. All sales are located in similar zoning districts with no adjustments warranted.

#### **Services**

The value of a parcel can be affected by the utilities it offers or lack of. The subject has access to municipal water and sewer services. All sales lack access to one or both municipal services with positive adjustments applied to all sales.

#### **Size**

This adjustment takes into consideration the total square footage of the improvements in comparison with the subject. Larger buildings will typically sell for less based on the principal of economies of scale. All sales are given a negative adjustment for their smaller size.

#### **Condition**

This adjustment is based on the overall differences in condition of the buildings

between the sales and the subject. The subject's overall condition is assumed average. Sales 1 and 2 transferred in superior condition to the subject and negative adjustments are applied. Sale 3 was in inferior condition at the time of sale and a positive adjustment is applied.

**Reconciliation**

The comparable sales range in adjusted price per square foot from \$35 to \$74 with a median of \$47 per square foot and an average of \$52 per square foot. Sales 1 and 2 are the most recent sales. Sale 3 has the lowest net adjustment and is the most similar in size to the subject. All Sales have the same number of adjustments. Given this analysis, Sale 1 is allocated the most weight as it is the most recent sale with consideration of Sales 2 and 3. The price per square foot of the subject is reconciled to \$50, just below the average.

The "as is" value indication of the subject via the sales approach as of the date of valuation, July 7, 2016 is:

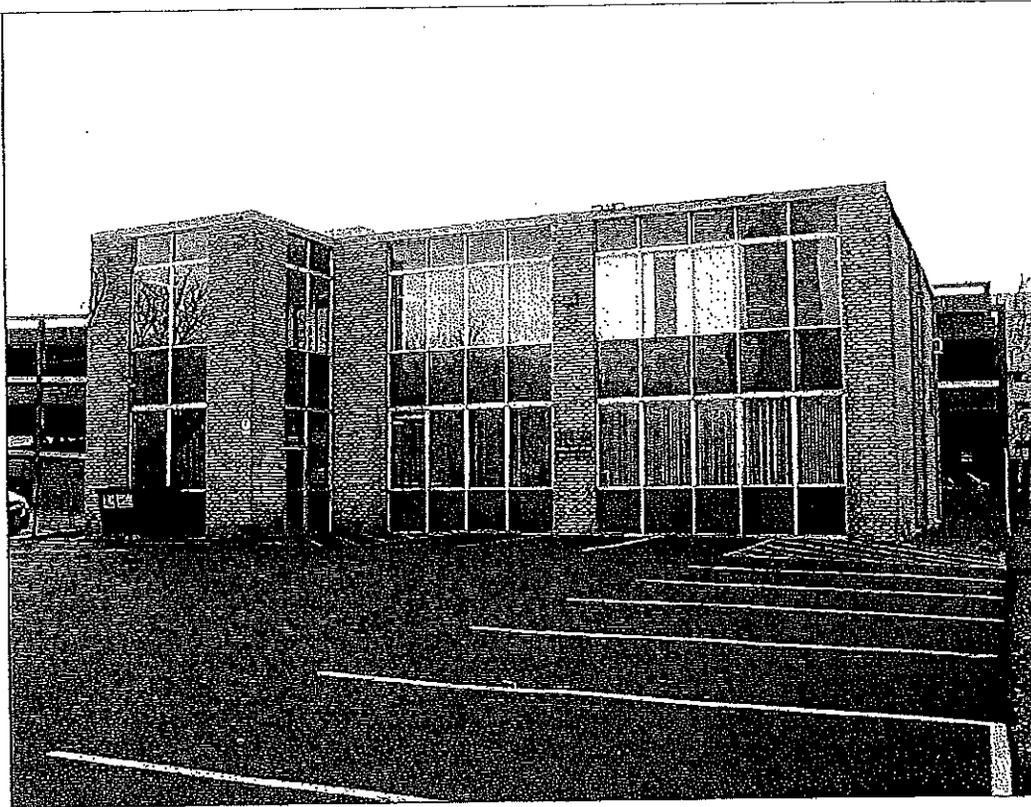
\$50 per square foot x 15,640 square feet.....\$780,000, rounded

SALES GRID

PROPERTY:		45 MARKET STREET POUGHKEEPSIE			
ITEM	SUBJECT	SALE 1	SALE 2	SALE 3	
DATE	JUNE 2016	FEBRUARY 2018	MAY 2019	OCTOBER 2012	
PRICE		\$450,000	\$600,000	\$277,500	
ADDRESS	45 MARKET STREET	272 MILL STREET	267 MILL STREET	214 MAIN STREET	
MUNICIPALITY	POUGHKEEPSIE	POUGHKEEPSIE	POUGHKEEPSIE	POUGHKEEPSIE	
COUNTY	DUTCHESS	DUTCHESS	DUTCHESS	DUTCHESS	
BUYER EXPENDITURES		NONE	NONE	NONE	
PROPERTY RIGHTS	FEE SIMPLE	LEASED FEE	LEASED FEE	FEE SIMPLE	
FINANCING		MARKET FINANCING	MARKET FINANCING	MARKET FINANCING	
CONDITION OF SALE		NONE	NONE	NONE	
BUYER EXPENDITURES		\$0	\$0	\$0	
PROPERTY RIGHTS		\$0	\$0	\$0	
FINANCING		\$0	\$0	\$0	
CONDITIONS OF SALE		\$0	\$0	\$0	
ADJUSTED SALE PRICE		\$450,000	\$600,000	\$277,500	
LAND SIZE (ACRES)	0.12	0.22	0.25	0.23	
LAND TO BUILDING RATIO	0.33	1.33	1.79	1.32	
ZONING	C2, RESEARCH & DEVELOPMENT DISTRICT				
SERVICES	MUNICIPAL WATER & SEWER; NATURAL GAS				
USE	MULTI-TENANT OFFICE	MULTI-TENANT OFFICE	MULTI-TENANT OFFICE	MULTI-TENANT OFFICE	
BUILDING CONSTRUCTION / YEAR BUILT	3 STORY, BRICK & BLOCK / 1920	2 STORY, BRICK / 1964	2 STORY, MASONRY / 1900	3 STORY, BRICK & BLOCK / 1930	
GBA (SQ FT)	15,640	7,212	6,092	7,580	
CONDITION	AVERAGE	SUPERIOR	SUPERIOR	INFERIOR	
ON SITE PARKING	NO	YES	YES	YES - PARTIAL	
PRICE / SQ FT		\$62	\$98	\$37	
MARKET CONDITIONS		\$62	\$98	\$37	
LOCATION		0%	0%	0%	
LAND TO BUILDING RATIO		-10%	-10%	-5%	
ZONING		0%	0%	0%	
SERVICES		0%	0%	0%	
SIZE		-10%	-10%	10%	
CONDITION		-5%	-5%	10%	
NET ADJUSTMENT		-25%	-25%	-5%	
INDICATED VALUE / SF		\$47	\$74	\$35	
MEDIAN	AVERAGE	APPLIED VALUE PER SF	SQUARE FEET	TOTAL VALUE	
\$47	\$52	\$50	15,640	\$780,000	



Improved Sale No. 1



Property Identification

Record ID	2757
Property Type	464 – Office Building
Address	272 Mill Street, Poughkeepsie, Dutchess County, New York 12601
Tax ID	6162-69-072141-0000

Sale Data

Grantor	Gemmati Brothers, Inc.
Grantee	Greencare Holding, LLC
Sale Date	February 29, 2016
Property Rights	Leased Fee
Verification	Other Sources: Contract & Public Records, Confirmed by Gordon Casement
Sale Price	\$450,000
Cash Equivalent	\$450,000

Land Data

Land Size	0.220 Acres or 9,583 SF
Zoning	C-2, Research & Development District

Improved Sale No. 1 (Cont.)

Topography Level  
Utilities Municipal Water & Sewer; Natural Gas

General Physical Data

Building Name Office  
Building Type Multi-Tenant  
SF 7,212  
Construction Type Brick  
Stories 2  
Year Built 1964

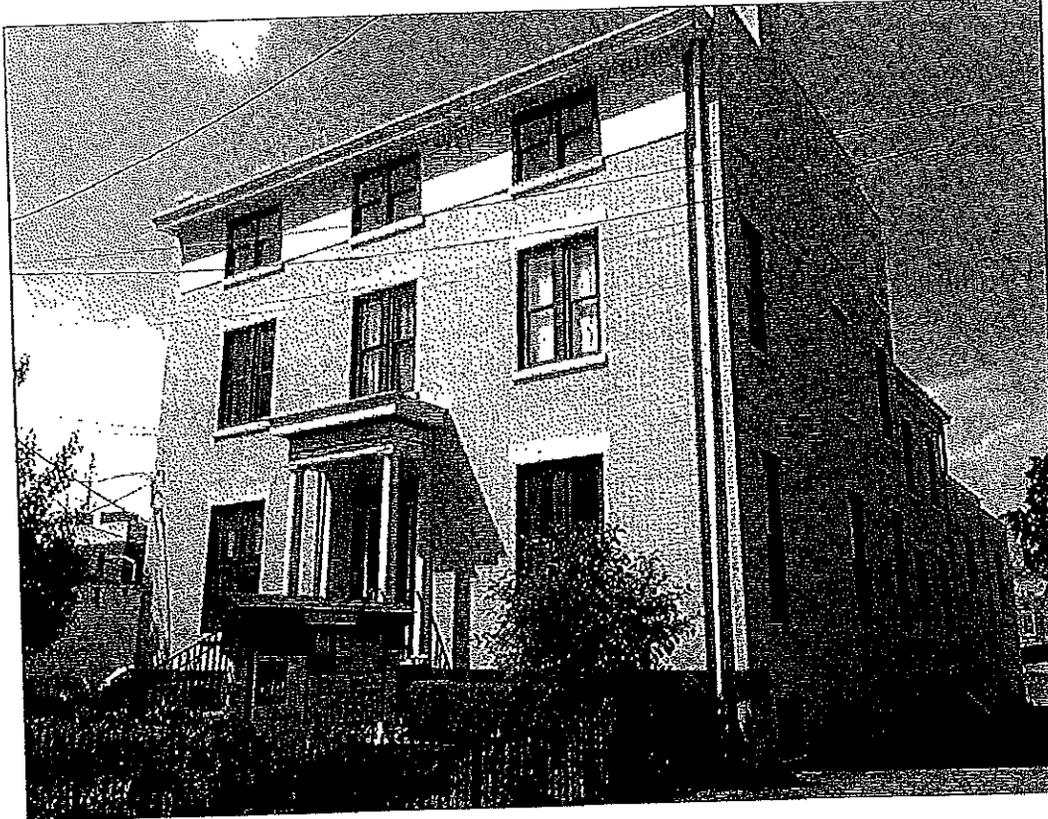
Indicators

Sale Price / SF \$62.40  
Floor Area Ratio 0.75  
Land to Building Ratio 1.33:1

Remarks

Sale of a 7,212 square foot two story multi-tenant office building in the City of Poughkeepsie. The site receives municipal services. Property was built in 1964 according to public records. The property was fully leased and was occupied by mostly local attorneys.

Improved Sale No. 2



Property Identification

Record ID	2486
Property Type	465 – Professional Building
Address	267 Mill St, Poughkeepsie, Dutchess County, New York 12601
Tax ID	6162-69-073173-0000

Sale Data

Grantor	MC2MC, LLC
Grantee	Drac Mill Street, LLC
Sale Date	May 01, 2013
Deed Book / Page	22013 / 2424
Property Rights	Leased Fee
Conditions of Sale	Normal
Sale History	Sold for \$210,000 in August of 2008
Verification	Grantor, July 09, 2014
Sale Price	\$600,000
Cash Equivalent	\$600,000

Improved Sale No. 2 (Cont.)

Land Data

Land Size	0.250 Acres or 10,890 SF
Front Footage	53 feet on Mill Street
Zoning	C-2, Research & Development District
Topography	Level
Utilities	Municipal Water & Sewer; Natural Gas
Shape	Rectangular

General Physical Data

Building Type	Multi-Tenant
SF	6,092
Area Breakdown	Above Grade 5,256
	Basement 1,200
Construction Type	Masonry
Foundation	Full Basement
Stories	2.5
Year Built	1900 Renovated in 2008
Building Class	Class C

Income Analysis

Potential Gross Income	\$100,000
Effective Gross Income	\$100,000
Expenses	\$48,000
Net Operating Income	\$52,000

Indicators

Sale Price / SF	\$98.49
Floor Area Ratio	0.56
Land to Building Ratio	1.79:1
Occupancy at Sale	100%
Gross Income Multiplier	6.00
Eff. Gross Income Multiplier	6.00
Expenses / SF	\$7.88
Overall or Cap Rate	8.67%
Net Operating Income / SF	\$8.54

Remarks

Sale of a 2-story masonry building with partial finished basement in the C-2 zone. Offers good visibility. The building was renovated in 2008. Grantor noted that the sale price was based on original purchase price plus renovation costs. Local investor purchase. Ample parking which is a benefit in the downtown area.

Fully leased at sale with mostly short term leases and one long term tenant. Cap rate is approximately 8.33% with leases being full gross and one meter for utilities.

Improved Sale No. 3



Property Identification

Record ID 2188  
Property Type 481 – Attached Downtown ROW  
Address 214 Main Street & 211 Union Street, Poughkeepsie, Dutchess  
County, New York 12601  
Tax ID 6062-84-981118-0000 & 6062-84-981108-0000

Sale Data

Grantor One Main Street Associates  
Grantee Big Balls Holdings, LLC  
Sale Date October 10, 2012  
Deed Book/Page 22012 / 5027  
Property Rights Fee Simple  
Verification Broker; July 08, 2013; Other Sources: Public Records,  
Confirmed by Grant Ackerly  
Sale Price \$277,500  
Cash Equivalent \$277,500

Land Data

Land Size 0.230 Acres or 10,019 SF  
Zoning C-2, Research & Development District  
Topography Slightly Sloping Down  
Utilities Municipal Water & Sewer; Natural Gas

General Physical Data

Building Type Multi-Tenant  
SF 7,580  
Construction Type Masonry  
Stories 3  
Year Built 1930

Improved Sale No. 3 (Cont.)

Indicators

Sale Price / SF	\$36.61
Floor Area Ratio	0.76
Land to Building Ratio	1.32:1

Remarks

Sale of a downtown row building in the City of Poughkeepsie. The sale consisted of two parcels; a 0.13 acre site improved with a three story row building utilized as office space and a 0.10 acre site in the rear utilized as a parking lot. The property was bought by an end user to be utilized as office space for a law practice. The listing agent stated that the building was vacant at the time of sale and was in need of renovations.

## INCOME APPROACH

The Income Capitalization Approach is based on the recognition that investors value properties on their income potential. This approach converts anticipated future benefits of a property into a present value estimate. In estimating the value of the subject property by the Income Approach, data has been selected and processed as follows:

1. Estimate annual potential gross income, by examining leases in-place and comparing the subject property to similar rental properties in the same manner as used for comparison of market sales data previously described, and using appropriate factors related to rentals in order to estimate, from the market, the annual gross income ("Market Rent") which the subject can be expected to produce from currently vacant space.
2. Determine a discount to the gross income estimate to allow for vacancy and credit loss, and thus arrive at an estimate of effective gross income.
3. Estimate the probable annual expenses which would be incurred in operating the property, as a deduction from effective gross income to realize net income, before making allowance for overall depreciation or recapture of the wasting asset. The condition of the building and its equipment were considered in order to estimate a reserve allowance for repairs and replacements.
4. Derive a capitalization rate from either the market or any acceptable mortgage-equity analysis and, after considering the quality and durability of the expected income, selected an appropriate method and technique for capitalizing the net income to an estimate of value.

### Market Rent Analysis

The contract rents, the 500 square foot vacant unit, and the retail bank space will be analyzed separately. The two vacant units will be analyzed using market data from the market analysis section. Within the Hudson Valley Market area, building owners, tenants, and real estate brokers base office space leases on a price per square foot basis.

### Contract Rents

The subject leases were previously presented in this report and the majority rent on a month-to-month basis with Caltagirone / Kasnia expiring in August 2016. In order to support that the subject contract leases are at market rent, comparable rentals that represent leased space with similar utility will be presented. The table below summarizes the data gathered.

SUMMARY OF COMPARABLE LEASES						
Lease #	Square Footage	Annual Rent	Indicated Rent / SF	Lease Type	Tenant Paid Expenses	Comments
1	753	\$9,000	\$11.95	MG	Utilities	Office space located in the central business district.
2	442	\$5,550	\$12.56	MG	Utilities	Multi-tenant office building located in the central business district.
3	1444	\$18,900	\$13.09	MG	Utilities	Multi-tenant office building located in the central business district.
5	1760	\$27,038	\$15.36	MG	Utilities	Multi-tenant office building located in the central business district.
6	709	\$11,532	\$16.27	MG	Heat	Large multi-tenant office building located in the central business district.
7	727	\$13,200	\$18.16	MG	Heat	Large multi-tenant office building located in the central business district.

The comparable leases present a range of \$11.95 to \$18.16 per square foot and are all mid-size office units in multi-tenant buildings located in the central business district of the City of Poughkeepsie. All rents are on a modified gross basis. The subject contract rents range from \$12.00 to \$16.67 and vary in size from 180 to 1,500 square feet. The contract rents are considered to be at market and will be utilized for analysis.

### Small Vacant Office

The smaller vacant unit is 500 square feet. The most comparable office leases range from \$12.56 to \$16.27 per square foot on a modified gross basis. The average rental rate is \$14.13 per square foot. These office units are also small office units ranging in size from 442 to 709 square feet. The table below summarizes the data gathered.

SUMMARY OF COMPARABLE LEASES						
Lease #	Square Footage	Annual Rent	Indicated Rent / SF	Lease Type	Tenant Paid Expenses	Comments
1	442	\$5,550	\$12.56	MG	Utilities	Multi-tenant office building located in the central business district.
2	380	\$5,160	\$13.58	MG	Utilities	Office space located in the central business district.
3	709	\$11,532	\$16.27	MG	Heat	Large multi-tenant office building located in the central business district.

More weight is given to Lease 2, located on an upper floor of a multi-tenant office building with the tenant paying all utilities. A rent of \$14.00 per square foot will be applied to the subject space. Further support for the selected rental rate is the asking rent of \$14.40 for this space.

**Larger Vacant Office / Bank Space**

The larger vacant unit consists of 3,000 square feet of former bank space. The space could easily be fit up for general office use and rented to an office tenant. Therefore, first floor office space with similar viability in the central business district of the City of Poughkeepsie will be surveyed. The most comparable leases range from \$17.50 to \$22.75 per square foot. The average rental rate is \$20.71 per square foot. Most tenants pay utilities in this market.

SUMMARY OF COMPARABLE LEASES						
Lease #	Square Footage	Annual Rent	Indicated Rent / SF	Lease Type	Tenant Paid Expenses	Comments
1	11500	\$201,250	\$17.50	MG	Utilities	Two Story office building, single tenant.
2	4000	\$80,000	\$20.00	MG	Electric	Large multi-tenant office building located in the central business district.
3	8328	\$188,188	\$22.60	MG	Utilities	First floor space in a newly renovated building.
4	3801	\$86,472	\$22.75	MG	Increase Over Base In Taxes & Heat	First floor space located in the central business district.

More consideration is given to Leases 1, 2, and 3, with the most weight allocated to Lease 2 given its size. A rent of \$20.00 per square foot will be applied to the subject space. This is slightly below, but in line with the previous rent of \$23.49 with Bank of America.

**Potential Gross Income:** \$174,580

**Vacancy & Collection Loss:** A vacancy and collection loss of 10% is applied to the subject based on the Market Analysis section and area and neighborhood observations.

**Reimbursements:** No reimbursements are necessary as all rents are on a modified gross or gross basis.

**Expenses:** Historical expense information for 2015, provided by the client, as well as comparable expenses of similar properties deemed to be reliable are utilized for analysis and are displayed in the following tables:

BUILDING EXPENSES		
School Tax	\$14,429.26	\$0.93
SCT Tax	\$13,803.64	\$0.89
Electric and Gas	\$14,543.78	\$0.93
Maintenance and Repairs (Employees)	\$9,500.00	\$0.61
Maintenance and Repairs (Contractors)	\$10,551.07	\$0.68
Insurance	\$6,365.52	\$0.41
Rubbish Removal (Shared)	\$1,000.00	\$0.06
Water & Sewer	\$1,511.28	\$0.10

square feet	COMP 1 5,670		COMP 2 20,025		COMP 3 7,581		COMP 4 5,818	
	Annual	\$/SF	Annual	\$/SF	Annual	\$/SF	Annual	\$/SF
Taxes	\$ 22,512	\$ 3.97	\$ 33,058	\$ 1.65	\$ 2,840	\$ 0.37	\$ 19,813	\$ 2.61
Insurance	\$ 1,650	\$ 0.29	\$ 11,569	\$ 0.58	\$ 4,281	\$ 0.56	\$ 1,928	\$ 0.25
Gas/Electric	\$ -	\$ -	\$ 11,071	\$ 0.55	\$ -	\$ -	\$ 4,902	\$ 0.85
Water	\$ -	\$ -	\$ 850	\$ 0.04	\$ -	\$ -	\$ 690	\$ 0.09
Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 680	\$ 0.09
CAM	\$ 673	\$ 0.12	\$ 9,880	\$ 0.49	\$ 4,045	\$ 0.53	\$ 700	\$ 0.09
Legal	\$ 500	\$ 0.09	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ 3,716	\$ 0.19	\$ -	\$ -	\$ 1,262	\$ 0.17
<b>Total</b>	<b>\$ 25,335</b>	<b>\$ 4.47</b>	<b>\$ 70,133</b>	<b>\$ 3.50</b>	<b>\$ 11,166</b>	<b>\$ 1.47</b>	<b>\$ 29,935</b>	<b>\$ 3.95</b>

The expense categories are as follows:

**Real Estate Taxes** are estimated at \$1.78 per square foot based on the subject's actual taxes assuming a 2% increase.

**Insurance** is estimated at \$0.40 per square foot based on the subject actual expenses.

**Utilities** are estimated at \$0.90 per square foot based on the subject actual expenses.

**CAMs** are estimated \$1.25 per square foot based on the subject actual expenses. The comparable expenses appear low for this category. This is likely due to the comparable properties lacking an elevator, a significant expense that contributes to the subject overall CAM expense.

**Water & Sewer** is estimated at \$0.10 per square foot based on the subject actual expenses with consideration given to the comparable expenses.

**Miscellaneous** is estimated at \$0.20 per square foot based on typical expenses for this category. This expense includes items such as advertising, office supplies, and pest control.

**Legal & Professional Fees** are estimated at \$0.10 square foot based on typical expenses for this category. This expense typically includes general accounting fees, which are minimal in comparison to the overall expenses.

**Management Fees** are estimated at 3% of the effective gross income. This is a standard fee that includes collecting rents and reimbursements.

**Reserves** are estimated at 2% based on the condition of the improvements. A prudent investor would set up a reserve fund for these items even though some comparable expenses do not account for this expense item. This includes those items within the building that age more rapidly than the building itself such as the plumbing and electrical wiring.

The total amount of expenses based on the subject analysis is \$81,789 which translates into an operating expense ratio of 52.05%. The net operating income (NOI) is \$75,333 which will be used in the following capitalization section.

#### **Capitalization Rate Derivation**

RealtyRates.com Investor Survey – (1<sup>st</sup> Quarter 2016) Market cap rates (Ro) range between 6.01% and 14.05% with an average overall cap rate of 9.45%. The equity dividend rates range from 7.87% to 16.20% with an average rate of 11.62%. Used in this analysis is an equity rate of 13.00%.

RealtyRates.com INVESTOR SURVEY - 1st Quarter 2016*						
OFFICE - CENTRAL BUSINESS DISTRICT						
Item	Input					OAR
<b>Minimum</b>						
Spread Over 10-Year Treasury	1.25%	DCR Technique	1.40	0.053952	0.75	6.66
Debt Coverage Ratio	1.40	Band of Investment Technique				
Interest Rate	3.51%	Mortgage	75%	0.053952	0.040464	
Amortization	30	Equity	25%	0.078700	0.019675	
Mortgage Constant	0.053952	OAR				6.01
Loan-to-Value Ratio	75%	Surveyed Rates				5.71
Equity Dividend Rate	7.87%					
<b>Maximum</b>						
Spread Over 10-Year Treasury	6.36%	DCR Technique	2.25	0.119014	0.50	13.39
Debt Coverage Ratio	2.25	Band of Investment Technique				
Interest Rate	8.62%	Mortgage	50%	0.119014	0.059507	
Amortization	16	Equity	50%	0.161990	0.080995	
Mortgage Constant	0.119014	OAR				14.05
Loan-to-Value Ratio	50%	Surveyed Rates				13.35
Equity Dividend Rate	16.20%					
<b>Average</b>						
Spread Over 10-Year Treasury	3.81%	DCR Technique	1.83	0.081558	0.63	9.30
Debt Coverage Ratio	1.83	Band of Investment Technique				
Interest Rate	6.07%	Mortgage	63%	0.081558	0.050974	
Amortization	23	Equity	38%	0.118181	0.043568	
Mortgage Constant	0.081558	OAR				9.45
Loan-to-Value Ratio	63%	Surveyed Rates				10.13
Equity Dividend Rate	11.62%					

\*4th Quarter 2015 Data

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Band of Investment					
LTV		Rm			
0.65	x	0.0773	=		5.02%
1 - LTV		Re			
0.35	x	0.13	=		4.55%
		Cap Rate			0.57%
Applied Cap Rate, Rounded					9.60%

The overall rate is estimated at 9.60%, based partly on the investor survey and the following assumptions:

1. Financing is presently available through money centers and local mortgage brokers or banks for properties similar to the subject. It is assumed that financing will be available at a variable rate of interest for up to 25 years at 6.00% based on a survey of local lenders. Payments are calculated on a 25 year amortization. The annual mortgage constant (Rm) for a 6.00% interest loan is 0.0773.
2. Equity investors of comparable grade properties are currently expecting a 7.67% to 16.20% equity dividend rate (cash on cash rate) as illustrated by the 1<sup>st</sup> Quarter 2016 "RealtyRates.Com" investor survey. An equity dividend rate of 13.00%, above the average, is utilized given the typical investor required return and the higher than market actual vacancy of the subject.

The indicated "as is" value opinion of the subject as of the effective date of valuation, July 7, 2016, based on the income approach is: ..... \$780,000, rounded

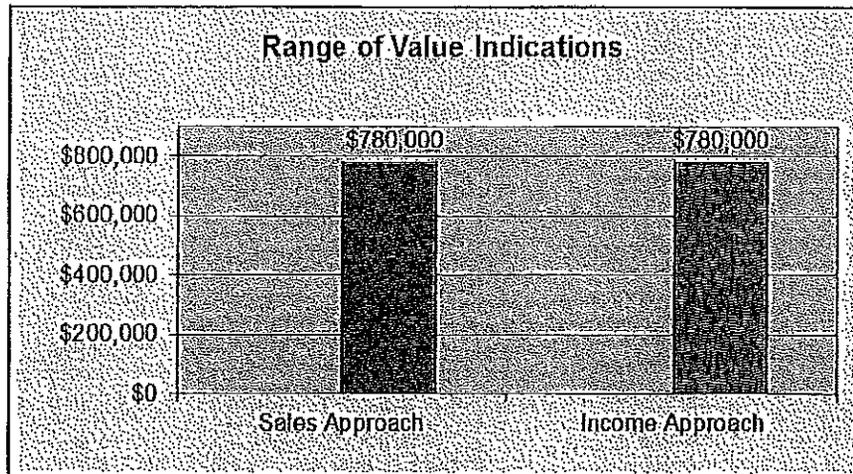
INCOME & EXPENSE SUMMARY				
PROPERTY LOCATION	45 MARKET STREET POUGHKEEPSIE		2016 PROJECTION	
GROSS BLDG AREA	15,640 SQUARE FEET			
NET RENTABLE AREA	11,622 SQUARE FEET			
<b>INCOME</b>				
	SQUARE FT	RENT / SF	MONTHLY RENT	ANNUAL
PISANELLI	1,300	\$13.85	\$1,500	\$18,000
FERENZ	793	\$13.24	\$875	\$10,500
KASNA	900	\$12.00	\$900	\$10,800
OFFICE (VACANT)	500	\$14.00	\$583	\$7,000
DIETZ	1,485	\$12.53	\$1,550	\$18,600
KEUTMANN	664	\$15.36	\$950	\$10,200
MARTIN	1,500	\$14.32	\$1,700	\$21,480
NUMBERS UNLIMITED	180	\$16.67	\$250	\$3,000
RETAIL BANK SPACE (VACANT)	3,000	\$20.00	\$5,000	\$60,000
MD HUDSON PROTECTIVE SERVICES	600	\$13.00	\$650	\$7,800
WILLIAM VASSELL SERVICE, INC.	600	\$12.00	\$600	\$7,200
TOTAL RENTAL INCOME				\$174,680
VACANCY & CREDIT LOSS 10%				(\$17,468)
EFFECTIVE GROSS INCOME				\$157,212
<b>EXPENSES</b>				
		ANNUAL EXPENSE	\$ / SQ FT	
REAL ESTATE TAXES		\$27,795	\$1.78	
INSURANCE		\$6,266	\$0.40	
UTILITIES		\$14,076	\$0.90	
CAMs		\$19,550	\$1.25	
WATER / SEWER		\$1,564	\$0.10	
MISCELLANEOUS		\$3,128	\$0.20	
LEGAL / PROF FEES		\$1,564	\$0.10	
MANAGEMENT (% of EG)	3%	\$4,714	\$0.30	
RESERVES (% of EG)	2%	\$3,142	\$0.20	
TOTAL EXPENSES			(\$81,789)	EXP / SF - (\$5.23) OER - 52.05%
NET OPERATING INCOME				\$75,333 NOI / SQ FT - \$6.54

CAPITALIZATION						
RealtyRates.com (1st QTR '16)		OFFICE - CENTRAL BUSINESS DISTRICT		RANGE (Ro)	8.01% - 14.05%	AVG 9.45%
				RANGE (Re)	7.87% - 16.20%	AVG 11.62%
						SAY = 13.00%
LOAN TERMS - LOCAL BANK SURVEY						
				INTEREST RATE	6.00%	
				AMORTIZATION	25 YEARS	
				LOAN TO VALUE	65.00%	
BAND OF INVESTMENT						
L.T.V.	X	Rm	=			
		0.65	X	0.0773	=	0.0503
1-L.T.V.	X	Re	=			
		0.35	X	0.13	=	0.0455
				INDICATED CAP RATE (Ro)	=	9.58% SAY, 9.60%
VALUATION FORMULA						
		Vo	=	NOI		
				Ro		
					= \$75,333	
					9.60%	
VALUE		Vo	=	\$784,721		
		INDICATED MARKET VALUE		\$780,000		<u>\$/SQ FT</u> \$50

## RECONCILIATION & FINAL VALUE ESTIMATE

### Discussion of Approaches

This discussion will determine a final value opinion based on the two approaches used. The discussion will summarize each approach and outline the strengths and weaknesses of the data used. The chart below illustrates the value indications from the two approaches.



### Sales Comparison Approach

*Quality of Sales:* Comparable sales were researched in the subject market area. Three sales were located in the City of Poughkeepsie and are considered the most comparable sales.

*Adjustments:* The adjustments for salient characteristics are qualitative in nature.

The sales approach is considered to be well supported.

### Income Approach

*Subject & Comparable Leases:* Commercial office leases were researched in the subject market area. Adequate lease data in the subject's immediate market area was found. The leases selected for analysis were used to develop a market rental rate for the subject vacant spaces, which was utilized in the Income Approach. The subject contract rents were supported by market rents.

*Expenses:* The subject expenses were estimated from typical expenses of similar properties and deemed to be reliable.

*Capitalization Rate:* The capitalization rate is derived from the band of investment and

is derived from the investor survey from Realtyrates.com. We do recognize that Sale 2 sold with an 8.67% cap rate. This sale transferred in superior condition and has on-site parking; therefore, commanding a lower cap rate.

The income approach is considered to be well supported.

### **Conclusion**

Both approaches are given equal weight, as the values are the same. However, the Income Approach is given more consideration as the property is a multi-tenant office building with investor appeal. It is our opinion that the "as is" market value of the subject property as of the date of inspection, July 7, 2016, is:

**SEVEN HUNDRED EIGHTY THOUSAND DOLLARS**  
**\$780,000**



**ADDENDA**

- **QUALIFICATIONS**



**R.P. Hubbell and Company, Inc.**  
*Real Estate Appraisers and Market Analysts*

**QUALIFICATIONS OF  
R. PETERS HUBBELL, JR.**

**PROFESSIONAL DESIGNATIONS:**  
MAI – Appraisal Institute

**CERTIFICATIONS and LICENSES:**

Certified General Real Estate Appraiser: New York State No. 46-3185  
Certified General Real Estate Appraiser: State of Vermont No. 080-0000258  
Certified General Real Estate Appraiser: State of New Hampshire No. 854  
Qualified General Real Estate Appraiser for New York State Department of Transportation  
Certified FARM Evaluator; National Dairy FARM Train-the-Trainer Workshop, presented by  
National Milk Producers Federation, Albany, NY; April 8<sup>th</sup>, 2015  
Certificate of Completion: Valuation of Conservation Easement Certificate Program;  
May 12-16, 2008

**MEMBERSHIPS:**

Appraisal Institute, Member #09808, awarded January 1993; Past President of Mid – Hudson  
Chapter, past Education Chairman  
American Society of Farm Managers and Rural Appraisers; Associate Member  
New York State Society of Real Estate Appraisers  
National Council of Affordable Housing Market Analysts (NCAHMA)

**GOVERNMENTAL AGENCY APPROVALS:**

New York State Division of Housing and Community Renewal – Qualified Market Analyst

**EMPLOYMENT:**

Chairman and C.E.O.: R P HUBBELL and COMPANY, INC.; Independent Fee Appraiser: Real  
Estate appraisals and counseling.

Staff Appraiser, L.T. BOOKHOUT, INC., a real estate firm specializing in consultation, appraisal  
and market feasibility studies, 1987 to 1996

Loan Officer, Appraiser, Branch Manager, FARM CREDIT SERVICE – Springfield District, 1980-  
1997

**INSTRUCTOR:**

Former Associate Instructor; Appraisal Institute, certified for *Appraisal Principles, Basic Appraisal  
Procedures and Residential Market Analysis and Highest and Best Use.*  
Adjunct Instructor; Marist College and Dutchess Community College, School of  
Adult Education: *Real Estate Appraisal Module*, 1990, 1991, 1992

**SMALL CLAIMS ASSESSMENT REVIEW OFFICER:**

State of New York Unified Court System Third Judicial District

**SEMINAR PRESENTATIONS:**

"Preserving the Family Farm and Your Equity," Dutchess County Cooperative Extension,  
February 1989

"Conserving Our Tax Base," Dutchess/Ulster Assessors Assoc., May 1991

"Basic Commercial Valuation Techniques", New York State Assessors' Assoc.,  
October 1992

**EDUCATION:**

CORNELL UNIVERSITY – Ithaca, New York – B.S. Agricultural Economics

SYRACUSE UNIVERSITY – Syracuse, New York – course work in MBA program

**APPRAISAL COURSES ATTENDED AND COMPLETED –**

Appraisal Institute: *Standards of Professional Practice, Part B*, 1991 and *Part C*, 1997; *Advanced Income Capitalization, Course 510*, 1993; *Litigation Valuation Overview, Course 700*, 1997; *Standards of Professional Practice, Part C*, 2002; *Instructor Leadership & Development Conference*, 2004;

Society of Real Estate Appraisers: *Course 102, Applied Residential Property Valuation*, 1988; *Course 201, Principles of Income Property Appraising*, 1989; *Course 202, Applied Income Property Valuation*, 1989; *Standards of Professional Practice, Part A*, 1990

Federal Land Bank: *Intermediate Appraisal Skills*, 1986

**APPRAISAL EXAMINATIONS CHALLENGED AND/OR PASSED –**

Society of Real Estate Appraisers: *Introduction to Appraising Real Property*,  
Course 101, 1987

**CONTINUING EDUCATION –**

Following seminars successfully completed:

Appraisal Institute: "Discounted Cash Flow Analysis", 1992; "Understanding Limited Appraisals – General", 1994; "Special – Purpose Properties", 1996; "New Industrial Valuation", 1997; "Eminent Domain and Condemnation Appraising", 1998; "Detrimental Conditions", 1998; "Eminent Domain & Condemnation", 1999; "Regression Analysis in Appraisal", 1999; "Case Studies in Commercial Highest and Best Use", 2000; "Appraisal of Local Retail Properties", 2001; "Dynamics of Office Building Valuation", 2001; "Feasibility Analysis, Market Value & Investment Timing", 2002; "Standards of Professional Practice, Part C", 2002; "Scope of Work: Expanding Your Range of Services", 2003; "Mathematically Modeling Real Data", 2004; "Subdivision Valuation: A Comprehensive Guide to Valuing Improved Subdivisions", 2005; "Market Analysis and the Site to Do Business", 2005; "15 Hour USPAP Course with exam", 2005; "2006 Changes to USPAP"; "Valuation & Litigation Services SIG", 2006; "Appraisal Curriculum Overview", 2009; "7 Hour USPAP Course", 2005, 2009 and 2011; "Feasibility, Market Value, Investment Timing: Option Value", 2009; "Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets", April 2012; "Commercial Bankruptcy, Workouts and the Valuation Process", April 2013; "7-Hour USPAP Update Course", May 2013; "Business Practices and Ethics", June 2013; "Appraising the Appraisal: Appraisal Review-general", October 2013; "Valuation of Conservation Easements and Taxes", November 2013; "7-Hour USPAP Update Course", January 2014; "Residential Solar Photovoltaic Leases: Market Value Dilemma", February 2014; "Valuation of Solar Photovoltaic Systems", February 2014; "Review of Court Decisions", November 2014; "Raising the Bar: Complex Properties A Risk-Based Approach to Allocations and Investment", September 2015

**American Society of Farm Managers and Rural Appraisal (ASFMRA):** "Conservation Easement Valuation & Case Studies", April 2006; "Yellow Book, Uniform Appraisal Standards for Federal Land Acquisition", September 2006; "Valuation of Conservation Easement Certificate Program", May 2008; "Wind Power" seminar, May 2011; "Large Dairy Appraisal Seminar", May 2011; "Intro to Vineyard and Winery Valuation", May 2013

**Society of Real Estate Appraisers:** Professional Practice, 1998; Uniform Commercial and Industrial Appraisal Report, 1989; Advanced Demonstration Appraisal Report Workshop 1990;

**Whitmer Seminars:** Comprehensive Appraisal Workshop, Parts A & B, July 1991; "Attacking and Defending an Appraisal in Litigation", September 2011

**Marist College:** Clean Water Act 1997; Real Estate Salesperson Course, 1988

**Other:** Realtors Land Institute: Timberland Evaluation & Analysis", 2000; Lorman Education Services: "Real Estate Litigation in New York ", 2002 "Conducting an Effective Cross -Examination in New York ", 2002; "Dairy Margin Protection Program: Procedures, decision tools and strategies", Farm Credit East 2014; "2015 Dairy Outlook Webinar", Farm Credit East 2015; "Update on OSHA Inspections on Dairy Farms", Farm Credit East 2015;

APPRAISAL CLIENTS (partial listing):  
Corporations and Business Entities

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1st Westchester Capital Group	Quadrelle Realty
ADM Milling Co.	Red Hook Farmers Co-op Inc.
Adriance Library	Red Hook Land Corp.
Agway, Inc.	Rehabilitation Programs Inc.
Akindale Farms	Rokey Preserve
Amerada Hess Corp.	Services, Inc.
Andreas Holding	Shekomeko Village Corporation
Astor Home for Children	Sheldrake Organization
Audia Motors	Situs Realty Services, Inc.
Avis Rent-A-Car, Inc.	St. Francis Hospital
Banta Management	Stuart Property Corp.
Bldg. Assoc.	Tara Motors, Inc.
Brown & Sharpe Manufacturing	Tivoli Farms
Carlisle Companies, Inc.	Torloc Development, Inc
Chemical Executive Relocations	Vibar Farms
Clermont Farms, Ltd.	Strategic Property Advisors
Condor Motors	Ulster Scientific, Inc
Conklin Instruments	Ulster ARC
Country Lands Management Inc	Weathersfield Farm
Courtland Partners	Ziff Brothers Investments
Creative Originals Inc	
Crown Northcorp	
Cuney Properties, Inc.	
Do-It-Best Cooperative	
Farm Country Investments.	
Fehr Bros. Inc.	
Gray Engineering	
Greig Farm	
Highways Displays, Inc.	
Hudson Valley Farms, Inc.	
I.L. Richer Co., Inc	
IBM Corp.	
James Burns International	
Jim Waters Corp.	
John Aborio, Inc.	
Kingston Hospital Foundation	
Kitchen Cabinet Company	
KMPG – Peat Marwick	
Konover Associates, Inc.	
LaidLaw Transportation Inc.	
McDonalds Corporation	
MacIntosh Farms	
Maranatha Human Services Inc.	
Marshall & Sterling	
Mashomac Fish and Game Club	
Merchants Press	
Millbrook Merchants	
Millbrook Vineyards	
Millenium III Investors	
Milroy Cars, Inc.	
Minolta Advance Technology, Inc.	
Northern Dutchess Medical/Dental	
Plasmaco, Inc	
Pyramid Companies, Inc	

**Government Agencies**

**United States of America**

National Park Service  
Postal Service  
Department of Agriculture  
Department of Interior  
Federal Deposit Insurance Corp.

**Metropolitan Transportation Agency (MTA)**

Appraisals and appraisal reviews

**State of Connecticut**

Department of Transportation

**Commonwealth of Massachusetts**

Town of Lenox

**State of New York**

Department of Environmental Conservation  
Office of Mental Retardation and Developmental  
Disabilities  
Industrial Development Authority  
Department of Transportation  
Office of Parks, Recreation & Historical  
Preservation  
Department of Agriculture and Markets

**City of New York**

NYC Department of Environmental Protection

**County of Clinton**

Department of Planning  
Social Services  
County Attorney's Office  
Town of: Northeast, Pine Plains, Red Hook,  
Lagrange, Amenia, Washington,  
Poughkeepsie

**County of Dutchess**

Dept/Agency: Resource Recovery Agency,  
Department of Planning  
Department of Public Works  
Industrial Development Authority

**County of Greene**

Town of Hunter

**County of Orange**

Towns of Warwick, Montgomery

**County of Rockland**

County Executive's Office

**County of Ulster**

Dept/Agency: Resource Recovery Agency, Dept  
of Planning  
Towns of: Lloyd, Marlborough, New Paltz

**Courts**

City of Kingston Zoning Board  
 Columbia County Supreme Court  
 Dutchess County Supreme Court  
 New York Court of Claims  
 New York State Superior Court 9<sup>th</sup> Judicial Dist.

Southern District of New York  
 Town of Milan Zoning Board of  
 Town of Northeast Zoning Board  
 Ulster County Supreme Court  
 United States District Court

**Financial Institutions**

American Modular Mortgage  
 Apex Mortgage Corp.  
 Bank Leumi  
 Bank of America  
 Bank of Boston  
 Bank of New York  
 Barclays Bank  
 Beacon Federal Savings Bank  
 Berkshire County Savings Bank  
 California Federal Savings and Loan  
 Capital Impact Corp.  
 Catskill Savings Bank  
 CBT/Bank of New England  
 Chemical Bank  
 Citibank  
 Citibank NA  
 City Trust Bank, Bridgeport, CT  
 Delta Funding  
 East New York Savings Bank  
 Ellenville National Bank  
 Empire of America S.L.A.  
 Farm Credit, ACA  
 Federal Land Bank  
 First National Bank  
 First National Bank of Highland  
 First National Bank of Rhinebeck  
 First National Bank of the Hudson Valley  
 First Union Bank  
 Fishkill National Bank  
 Fleet Bank  
 Fleet Credit Corp. Fleet Norstar Bank

Flushing Savings Bank  
 Freddie Mac  
 Greenwich Capital Markets  
 Guardhill Financial  
 Horizon National Bank  
 Hudson United Bank  
 Hudson Valley Bank  
 Island Federal Mortgage  
 Key Bank NA  
 Key Bank of Maine  
 M and T Bank  
 Mahopac National Bank  
 Marine Midland National Bank  
 Mid-Hudson Savings Bank  
 National Bank & Trust Company  
 New York State Urban Development Corp.  
 Nomura Asset Capital Corp.  
 Parallel Commercial Capital Corp.  
 People's Westchester Savings  
 Poughkeepsie Savings Bank  
 Premiere National Bank  
 Production Credit Associations  
 Rhinebeck Savings Bank  
 Riverside Bank  
 Sovereign Bank  
 Stissing National Bank  
 The Resolution Trust Corp.  
 The Savings Bank of Utica  
 Troy Savings Bank  
 Union Savings Bank  
 Union State Bank

**Institutional/Educational**

Bard College  
 Cornell University  
 Hyde Park Central Schools  
 Pine Plains Central Schools  
 Red Hook Central Schools  
 Vassar College

**Religious**

Fishkill Baptist Church  
 Marist Fathers Novitiate  
 Red Hook Assembly of God  
 Unification Theological Seminary  
 Jehovah's Witnesses

**Charitable**

Jane Nuhn Foundation  
 Dyson Foundation

**Land Conservation Groups**

Adirondack Land Trust/Nature Conservancy	Agricultural Stewardship Association	American Farm Land Trust Berkshire County Land Trust
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Columbia Land Conservancy  
 Conservation Fund  
 Dutchess Land Conservancy  
 Housatonic Valley  
 Association  
 Hudson Highlands Land  
 Trust

Lake George Basin Land  
 Conservancy  
 Mohonk Preserve  
 The Nature Conservancy  
 Open Space Institute  
 Rondout Valley Land  
 Conservancy

Scenic Hudson Inc.  
 Trust for Public Lands  
 Vermont Land Trust /  
 Vermont Housing &  
 Conservation Board  
 Winnakee Land Trust

**APPRAISAL ASSIGNMENTS:**

**Agri-Business Properties**

Fruit storage and processing and packing Facilities  
 Regional feed mills  
 Veal Slaughter and packing plants  
 Wineries  
 Integrated Poultry operations

**Community Services**

Private Water Companies  
 Sheltered workshops/administrative offices

**Environmental Risks**

Stigma on Residential Properties  
 Shopping Centers with on-site contamination  
 Impact of on-site contamination to retail & vacant commercial properties

**Agricultural and County Estate Properties**

Crop Farms	Orange County Muck farms
Dairy Farms (including 1200+ cow facilities)	Orchards
Equine estates	Private game preserves
Equine training centers	Purchase and donation of Development Rights
Forest tracts	Thoroughbred horse breeding farms
Fruit Farms	Vineyards
Goat Farm w/milk processing plant	Integrated Layer facilities
Livestock farms	
Nursery/greenhouse/garden centers	

**Commercial and Industrial Properties**

Automobile sales and service centers	Restaurants (fast food & full service)
Banks, branch and full service	Retail Strip centers
Central warehouses	Retail/Office centers
Community/neighborhood shopping centers	Self Storage warehouses
Delicatessens	Strip Commercial centers
Distribution warehouses	Supermarkets
Energy distribution centers	Timeshare/resort developments
Fast food restaurants	Tire and alignment shops
Flour Milling	Trucking Terminals
Funeral Homes	
Golf Courses	
Hotel/Motels	
Industrial Parks	
Light industrial flex buildings	
Manufacturing facilities	
Medical office buildings	
Multi-story office buildings	
Neighborhood shopping centers	
Office Parks	
Outlet Mills	
Petroleum Tank Farm	
R.V. Campgrounds	

**Residential Properties**

2-4 Family Residences

Adult Rest Homes  
Condominium Projects  
Country Estates  
Country Home and Mini-Estates  
Farm Land development rights  
Garden Apartments  
Low-rise Apartment Buildings  
Multi-Family Residences  
Nursing Homes  
Public Housing Projects  
Residential condo/town-home developments  
Single Family Residences  
Subdivision Developments  
Town House Projects

**Market Studies**

HUD "Mark to Market rent studies"

Detrimental impact studies on: cell towers, car washes and adjacent commercial uses

**Property Rights Appraised**

Development rights  
Fee Simple  
Lease Fee/Lease Hold  
Lease Hold Interest  
Partial Interest -- Conservation Easements for non-cash Charitable Donations

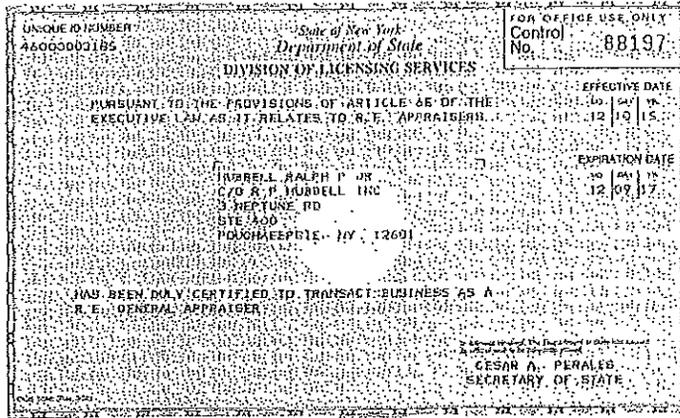
**Vacant Land, including:**

Agricultural  
Commercial  
Industrial  
Multi-family residential  
Single-family residential

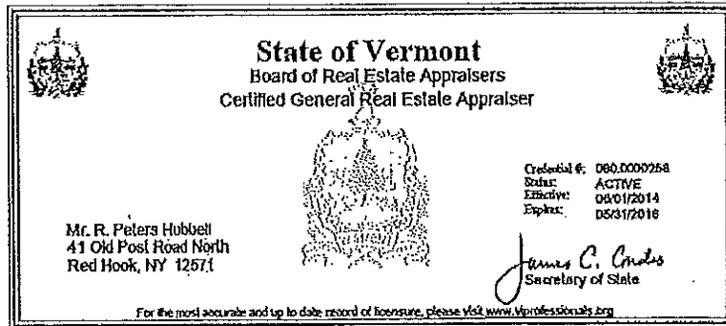
Tax Certiorari; performed analysis of commercial, industrial and residential properties.

Attorneys and Individuals have been served in the USA and Canada.

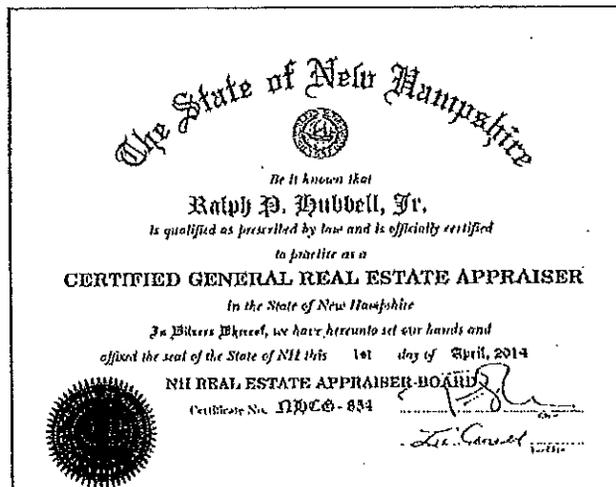
Valuation of Business: retail/farm supply, industrial laundry.



New York Appraiser License



Vermont Appraiser License



New Hampshire Appraiser License



## **R.P. HUBBELL AND COMPANY, INC.**

*Real Estate Appraisers and Market Analysts*

### **QUALIFICATIONS OF AARON SCHMIDT**

#### **GENERAL EDUCATION**

Marist College, Bachelor of Science

#### **PROFESSIONAL EDUCATION**

*R5: Basic Appraisal Principles, R6: Basic Appraisal Procedures, USPAP 15: National USPAP Course, G4: General Market Analysis and Highest and Best Use, G5: General Appraisal Sales Comparison Approach, G6: General Appraisal Site Valuation and Cost Approach, G7: General Appraisal Income Approach, G8: General Appraisal Report Writing and Case Studies, GE1: Fair Housing, Fair Lending and Environmental Issues (15-hr), Statistics Modeling and Finance, and GE3: Using the HP12C Financial Calculator*

#### **PROFESSIONAL EXPERIENCE**

Appraiser, R.P. Hubbell and Company, Inc.

Appraisal of real estate with emphasis on commercial properties

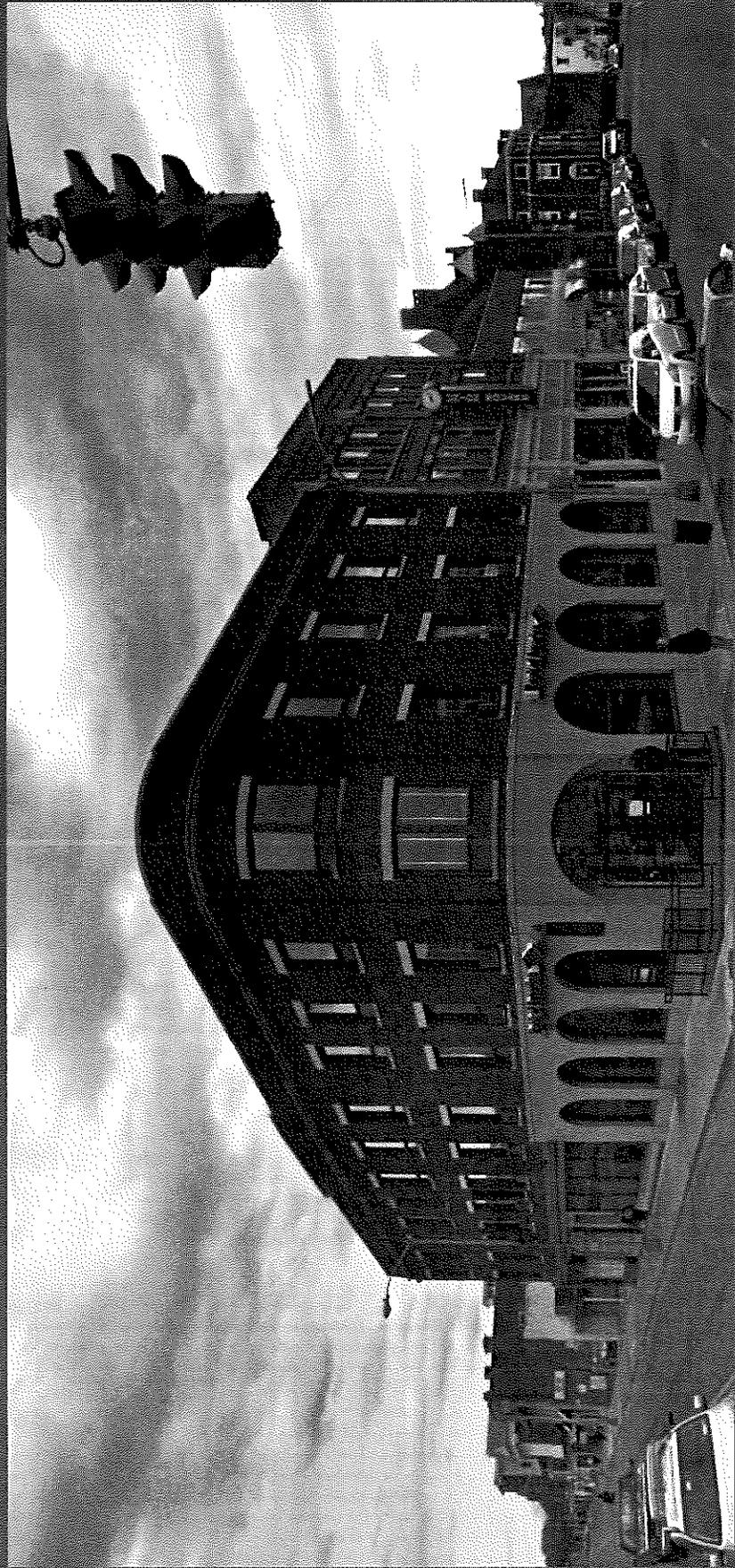
US Navy

Military Training Department – Recruit Training Command, Administrative Support, Security

2019 JUL 26 A 11:31

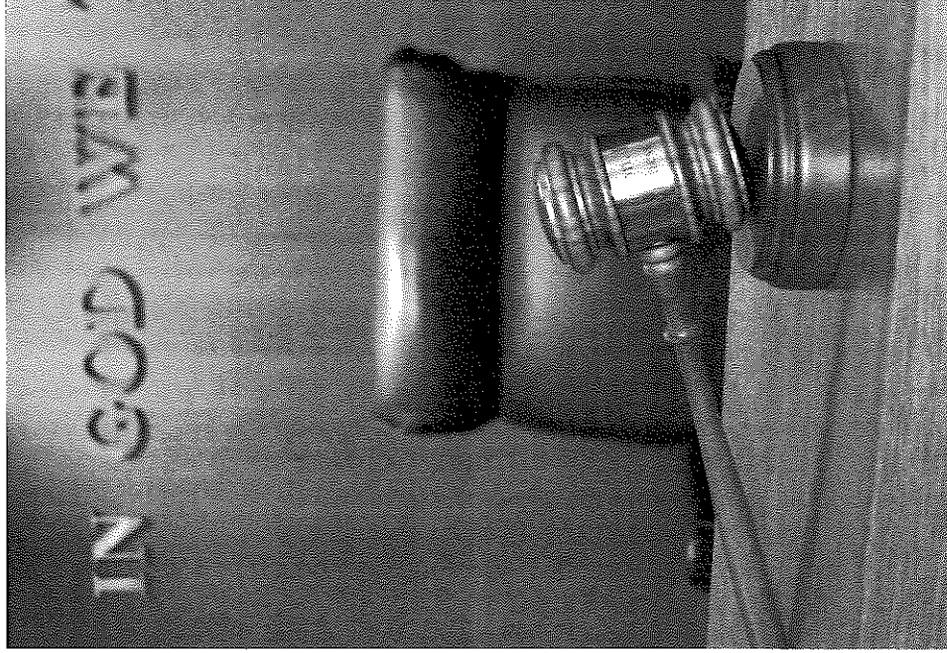
PROPERTY AGENCY  
RECEIVED

# 45 MARKET STREET



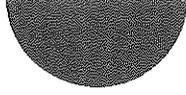
October 11, 2016

# *Background*

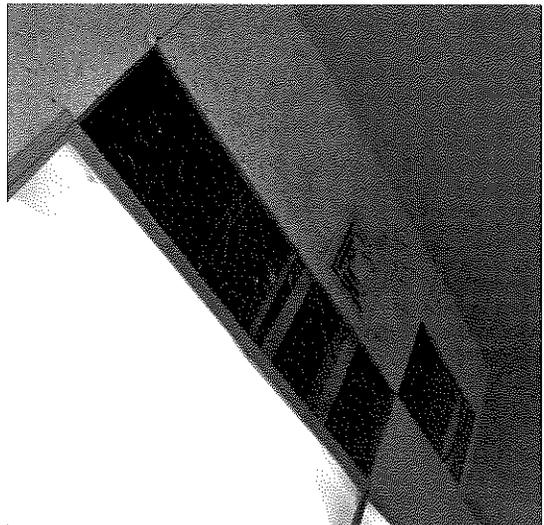
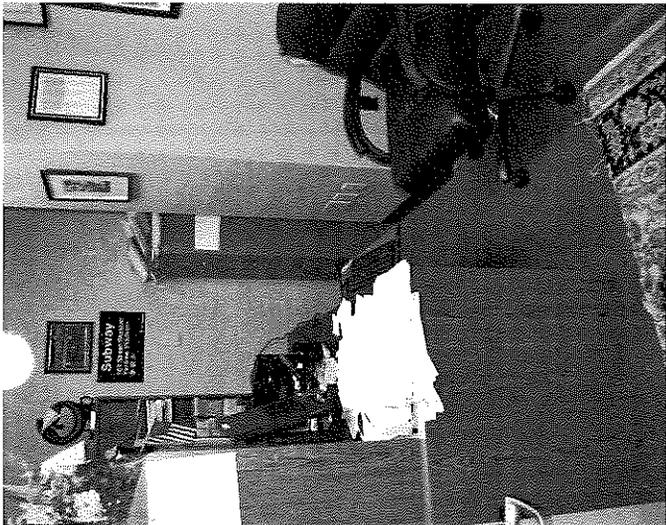
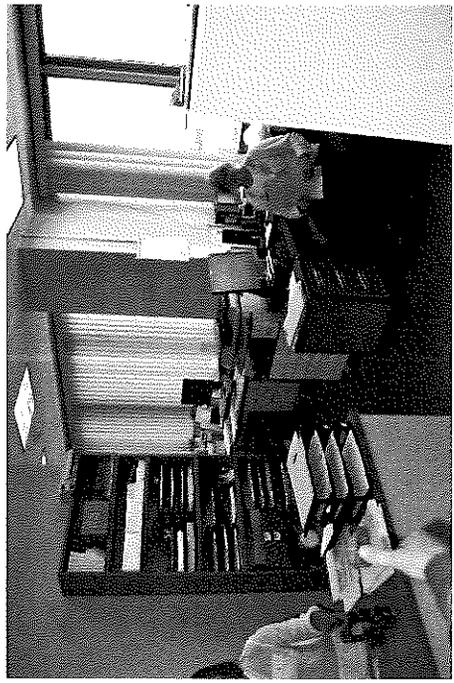
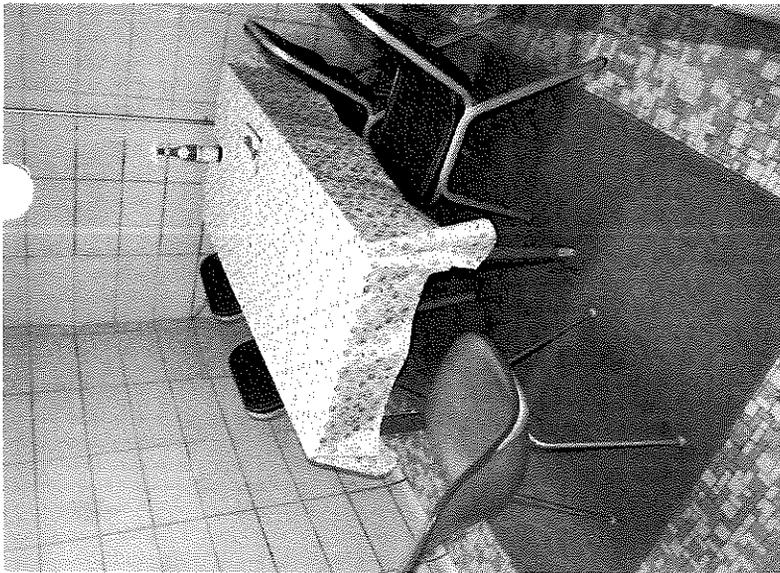
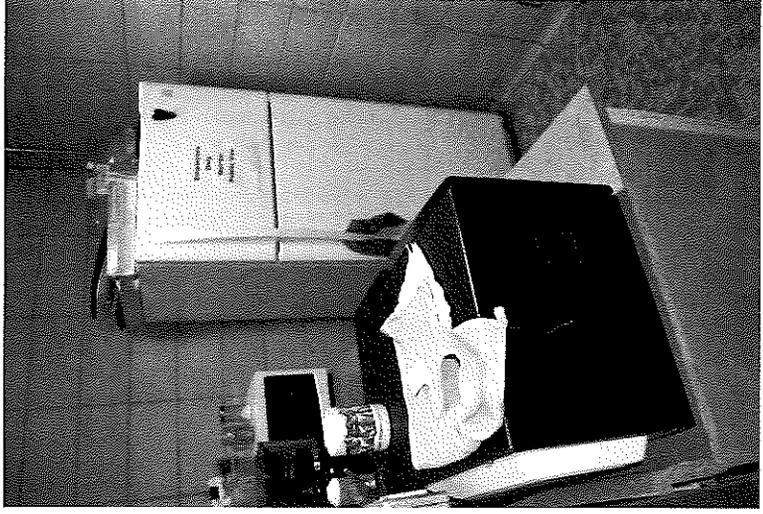


## **Expansion of Public Defense Services**

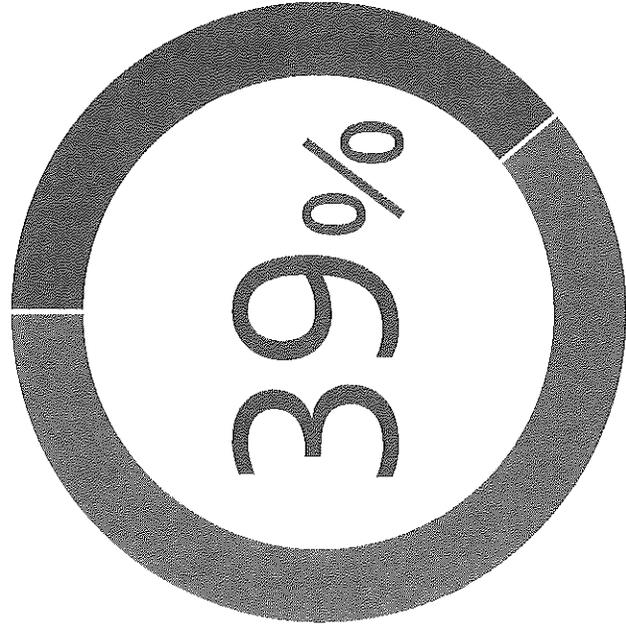
- Eligibility Expansion
- Family Court
- 1<sup>st</sup> Arraignment Representation
- Conflict Swap Program
- Bureau Chiefs
- Parole Hearings
- 47 Employees



*Currently Housed on 4<sup>th</sup> floor  
of the County Office Building*



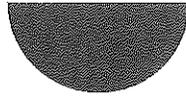
# Funding



Percentage of Public  
Defender's Budget offset by  
ILSF & State Funding

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- Annual Distributions from Indigent Legal Services Fund - Separate from State Budget
- \$2.3 Million in funding for 2016
- Trending Upward
- Shift Toward Total State Funding

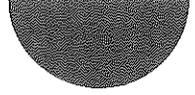


# *Legislation*

Senate Bill 8114  
Assembly Bill 10706

## **Public Defense Mandate Relief Act**

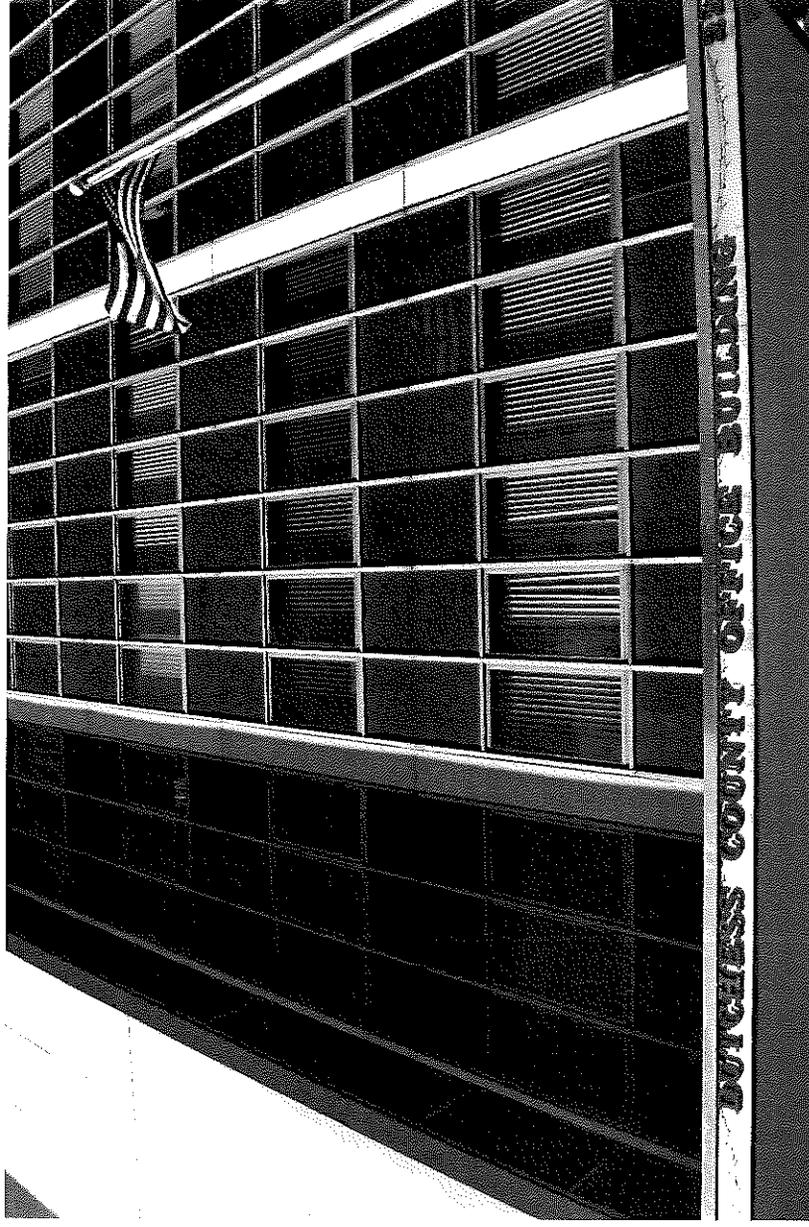
- Approved by both Assembly and Senate
- Awaiting Governor's decision
- Fiscal takeover of Public Defense services by State

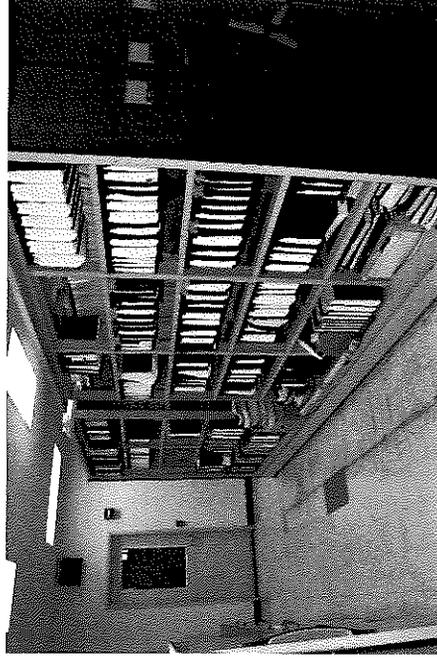
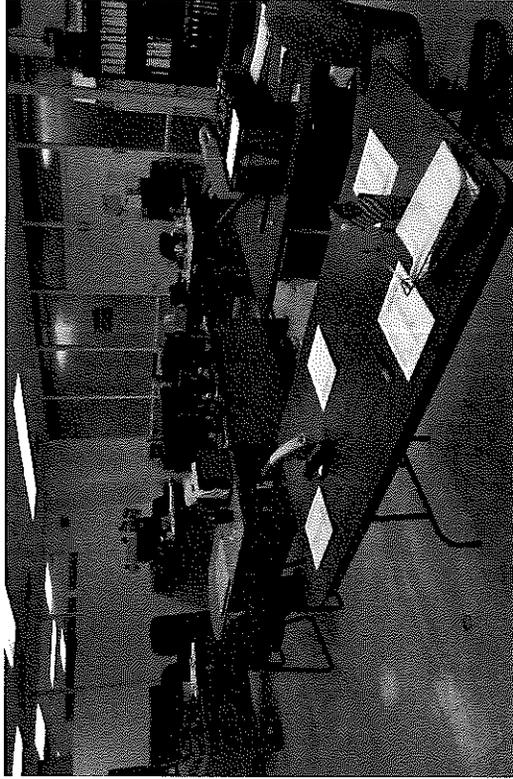
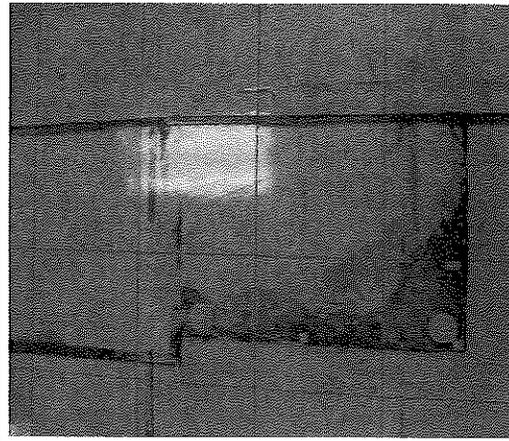
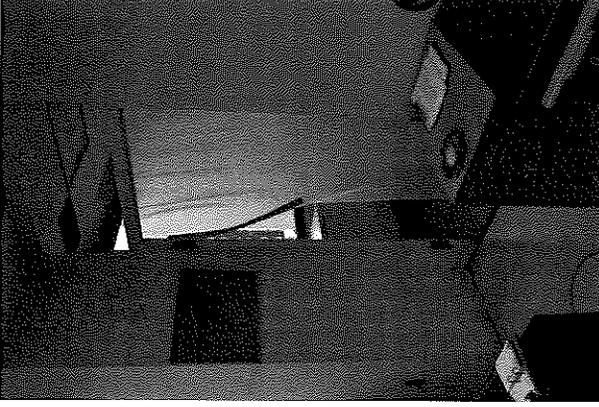
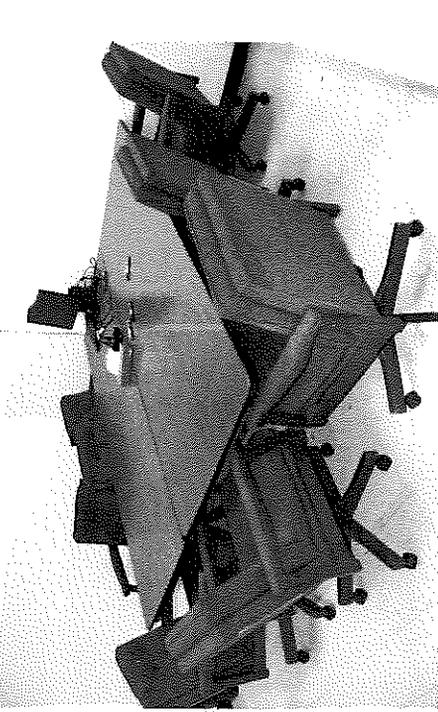


## *Infrastructure Upkeep*

### County Office Building

- Built in 1960s
- Requires significant HVAC repairs and upkeep
- HVAC and abatement partially funded through ongoing bonds
- Need for swing space





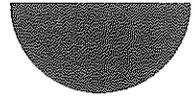
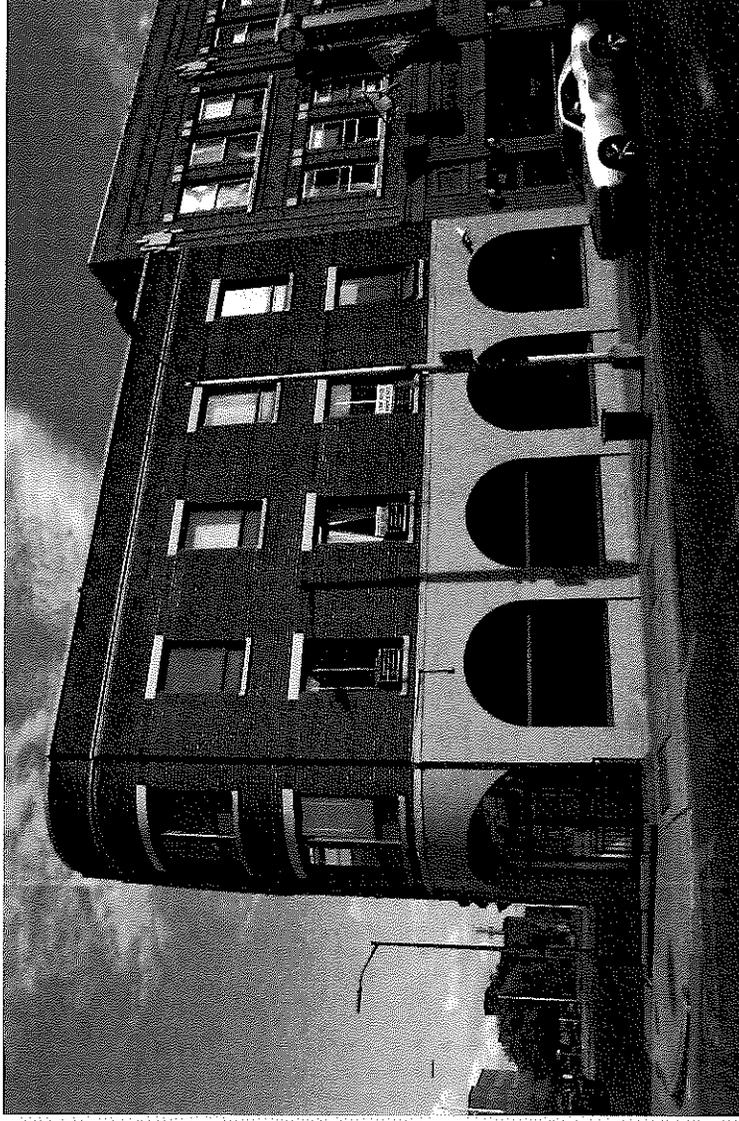
*Broader Need for Infrastructure Upkeep*

---

# *Other Issues*

## 45 Market Street Advantages:

- Separate Building
- Proximity to the Courts
- Parking Relief



# Project Cost

Purchase Price \$625,000

Closing Costs/Taxes \$17,600

Renovation \$1,750,400

General Construction \$694,000

Subcontracting \$824,400

Contingency \$232,000

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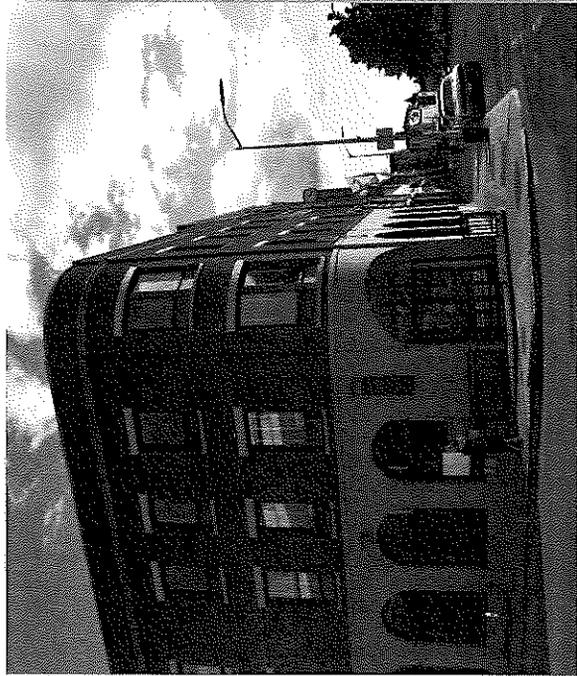
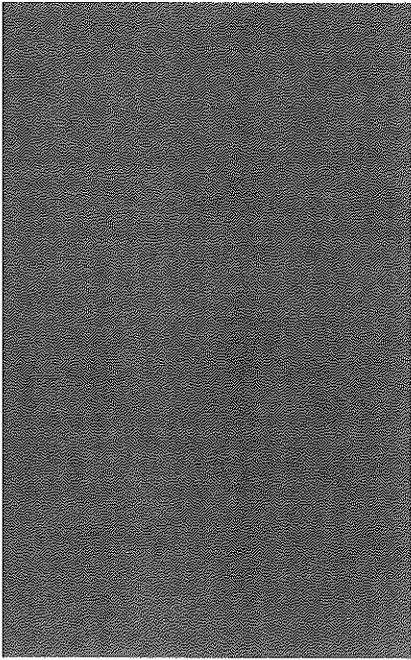
**Total Cost of Project \$2,393,000**

# *Project Funding*

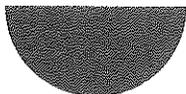
TASC Revenue	\$1,000,000
State Aid – ILSF	\$498,000
Fund Balance (Contingency)	\$895,000
<b>Total</b>	<b>\$2,393,000</b>

---

# *Timeline*



- Approval: Oct 2016
- Design: Nov 2016 – Feb 2017
- Bid: Feb – Mar 2017
- Renovation: Mar – Aug 2017
- Move In: Sept 2017



*QUESTIONS?*

*Thank you!*

**Morris, Carolyn**

---

**From:** Mara Farrell [marafarrell@gmail.com]  
**ent:** Thursday, October 06, 2016 4:47 PM  
**To:** CountyLegislature  
**Subject:** Important to Pass the Pesticide Notification Law

To All Legislators,

Again, I am writing in support of the passage of the above proposed law. Dutchess County should join all New York counties that have already passed this important law - a law which provides neighborhood residents, commercial and residential, ample, prior notification of pesticide usage in their immediate vicinity.

Our health and well being need to be a top priority for all county lawmakers. The passage of this law advances quality of life goals for all our residents and especially protects our young and most vulnerable residents. Please don't ignore all the important studies that point to the potential harmful impacts of pesticide usage. This law represents an important first step to recognizing the potential dangers and impacts related to the application of these harmful chemicals.

Thank you very much, Mara Farrell

--

**MARA FARRELL**  
291 main street - suite b  
beacon - new york 12508  
t.845.896.5326/cell: 845.597.9850

## **Morris, Carolyn**

---

**Subject:** Sure Microphone Demonstration  
**Location:** COB 6th floor

**Start:** Fri 10/7/2016 3:30 PM  
**End:** Fri 10/7/2016 4:00 PM  
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** Boston, Christopher  
**Required Attendees:** Morris, Carolyn; Knille, Noel; Oscarlece, Stephen; Charlie Eaton

Carolyn:

Please share meeting notice with anyone who need to be present for the demonstration.

Thanks  
Chris

## Morris, Carolyn

---

**Subject:** Charis for Legislators  
**Location:** COB 6th floor Legislative Suite

**Start:** Fri 9/30/2016 1:00 PM  
**End:** Fri 9/30/2016 1:30 PM  
**Show Time As:** Tentative

**Recurrence:** (none)

**Meeting Status:** Not yet responded

**Organizer:** Boston, Christopher  
**Required Attendees:** Knille, Noel; Morris, Carolyn

# Public Works and Capital Projects Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*	absent	
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: 11                      Resolution: ✓                      Total : 11                      0  
 Absent: 1                              Motion: —                              Yes                              No  
 Vacant: 0    Abstentions: 0

**2016240** AUTHORIZING THE PURCHASE AND RENOVATION OF 45 MARKET STREET,  
 POUGHKEEPSIE, NEW YORK AND AMENDING THE 2016 ADOPTED COUNTY  
 BUDGET TO CREATE A CAPITAL PROJECT ACCOUNT LINE  
 Date: October 6, 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present:	<u>23</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>23</u>	<u>0</u>
Absent:	<u>2</u>	Motion:	<input type="checkbox"/>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2016240** AUTHORIZING THE PURCHASE AND RENOVATION OF 45 MARKET STREET, POUGHKEEPSIE, NEW YORK AND AMENDING THE 2016 ADOPTED COUNTY BUDGET TO CREATE A CAPITAL PROJECT ACCOUNT LINE

Date: October 11, 2016

RESOLUTION NO. 2016241

RE: AUTHORIZATION TO ACQUIRE TWO FEE ACQUISITIONS  
AND TWO PERMANENT EASEMENTS FROM  
CHRISTOPHER M. SCOTT AND PATRICIA ELLEN SCOTT  
IN CONNECTION WITH THE PROJECT KNOWN AS  
REPLACEMENT OF BRIDGE C-19 ON CR 14  
(HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK,  
TOWN OF CLINTON, DUTCHESS COUNTY (PIN 8755.91)

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

WHEREAS, the Department of Public Works has proposed the improvement of Bridge C-19 on CR 14 (Hollow Road ) over Little Wappinger Creek, in the Town of Clinton, which project (PIN 8755.91) 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 replace said bridge, it is necessary to acquire two fee acquisitions on a portion of real property, as follows: (a) a 273 +/- square foot parcel as shown on Map 1, Parcel 3, and (b) a 4,842 +/- square foot parcel as shown on Map 1, Parcel 4, located at 851 Hollow Road in the Town of Clinton, Dutchess County, and are described as Parcel Identification Number 132400-6467-00-020300-0000, presently owned by Christopher M. Scott and Patricia Ellen Scott,; and

WHEREAS, the Department of Public Works has also made a determination that in order to replace said bridge, it is necessary to acquire two permanent easements on a portion of real property, as follows: (a) 402 square foot parcel as shown on Map 1, Parcel 1, and (b) 389 square foot parcel as shown on Map 1, Parcel 2, located at 851 Hollow Road in the Town of Clinton, Dutchess County, and are described as Parcel Identification Number 132400-6467-00-020300-0000, presently owned by Christopher M. Scott and Patricia Ellen Scott, and

WHEREAS, the combined purchase price to acquire the two fee acquisitions (273 +/- square foot and 4,842 +/- square foot parcels) is \$3,800, and the combined purchase price for the two permanent easements (402 +/- square foot and the 389 +/- square foot parcels) is \$500, for a total of \$4,300, to the property owners, Christopher M. Scott and Patricia Ellen Scott, 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 properties be acquired for the total sum of \$4,300, (\$3,800 for the fee acquisitions and \$500 for the permanent easements) 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 acquisitions and permanent easements of the properties described above in the Town of Clinton, 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 these acquisitions and easements, 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 acquisitions and easements, as well as any recording said deed.

CA-134-16  
JMF/CAB/kvh/R-0948-D  
09/13/16  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10/13/2016

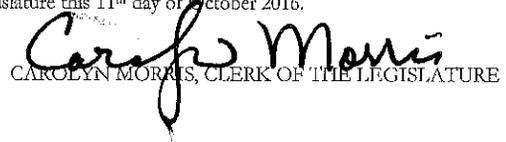
STATE OF NEW YORK

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 11th day of October 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 11<sup>th</sup> day of October 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 \$ 5,300

Total Current Year Revenue \$ 5,035  
and Source \_\_\_\_\_

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

Identify Line Items(s):

HO289.5120.300(8)(9) - 2000 Bridges (ISTEA/TEA21)

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

Nature/Reason: \_\_\_\_\_

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

Net County Cost (this year): \$ 265

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

#### Additional Comments/Explanation:

PIN 8755.91: REPLACEMENT OF BRIDGE C-19, CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON, DUTCHESS COUNTY

Authorization to acquire in Fee a 25+/- square meter (273+/- square foot) parcel as shown on Map 1, Parcel 3, and a 448 +/- square meter (4,842+/- square foot) parcel as shown on Map 1, Parcel 4 for the combined purchase price of \$3,800.00 and authorization to acquire Permanent Easements to a 37+/- square meter (402+/- square foot) parcel as shown on Map 1, Parcel 1 and a 36+/- square meter (389+/- square foot) parcel as shown on Map 1, Parcel 2 for the combined purchase price of \$500.00 from Christopher and Patricia Scott.

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

Prepared by: Matthew W. Davis

Prepared On: 9/8/16

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CR 14 (Hollow Road) over the Little Wappinger Creek (BIN 3342820)  
PIN OR CIN: 8755.91

Maps: 01 & 07

Parcels: 1, 2, 3, 4 & 11

This Agreement by and between CHRISTOPHER M. SCOTT and PATRICIA ELLEN SCOTT, residing at 851 Hollow Road, Salt Point, New York 12578 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 5295± square feet of real property. Purchase price is \$3,800
- a permanent easement* to 791.00± square feet of real property. Purchase price is \$500
- a temporary easement* to 957.00± square feet of real property. Purchase price is \$200

Located at 851 Hollow Road, Town of Clinton, Dutchess County, New York, and is further described as parcels 1, 2, 3, 4 & 11 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated September 28, 1989 and recorded September 29, 1989 in Liber 1847 at Page 202 in the Office of the County Clerk for Dutchess County (re: Grid #6467-00-020300),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: Lawn, bushes and trees.
3. PURCHASE PRICE. The total purchase price is FOUR THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$4,500.00). 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 June 19, 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 two (2) 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 \$ 100.00. The Buyer shall include a check for the sum of \$100.00 with said written notification to the Seller.

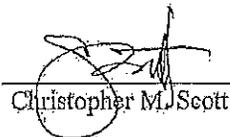
7. TITLE DOCUMENTS. Buyer shall provide the following documents in connection with the sale:
- A. Deed. Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a 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.

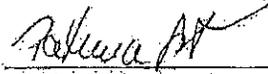
APPROVED AS TO FORM:

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

SELLER:

  
\_\_\_\_\_  
Christopher M. Scott

SELLER:

  
\_\_\_\_\_  
Patricia Ellen Scott

APPROVED AS TO CONTENT:

COUNTY OF DUTCHESS:

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

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

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

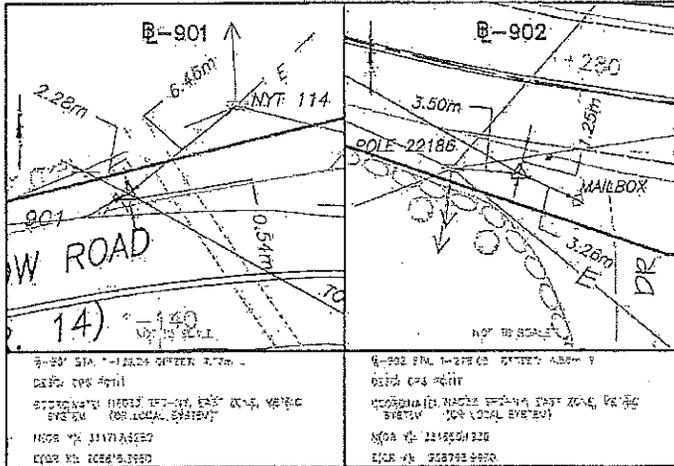


EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

CR 14 (HOLLOW ROAD) OVER THE  
LITTLE WAPPINGER CREEK (BIN  
3342820), BRIDGE C-19

PIN 8755.91

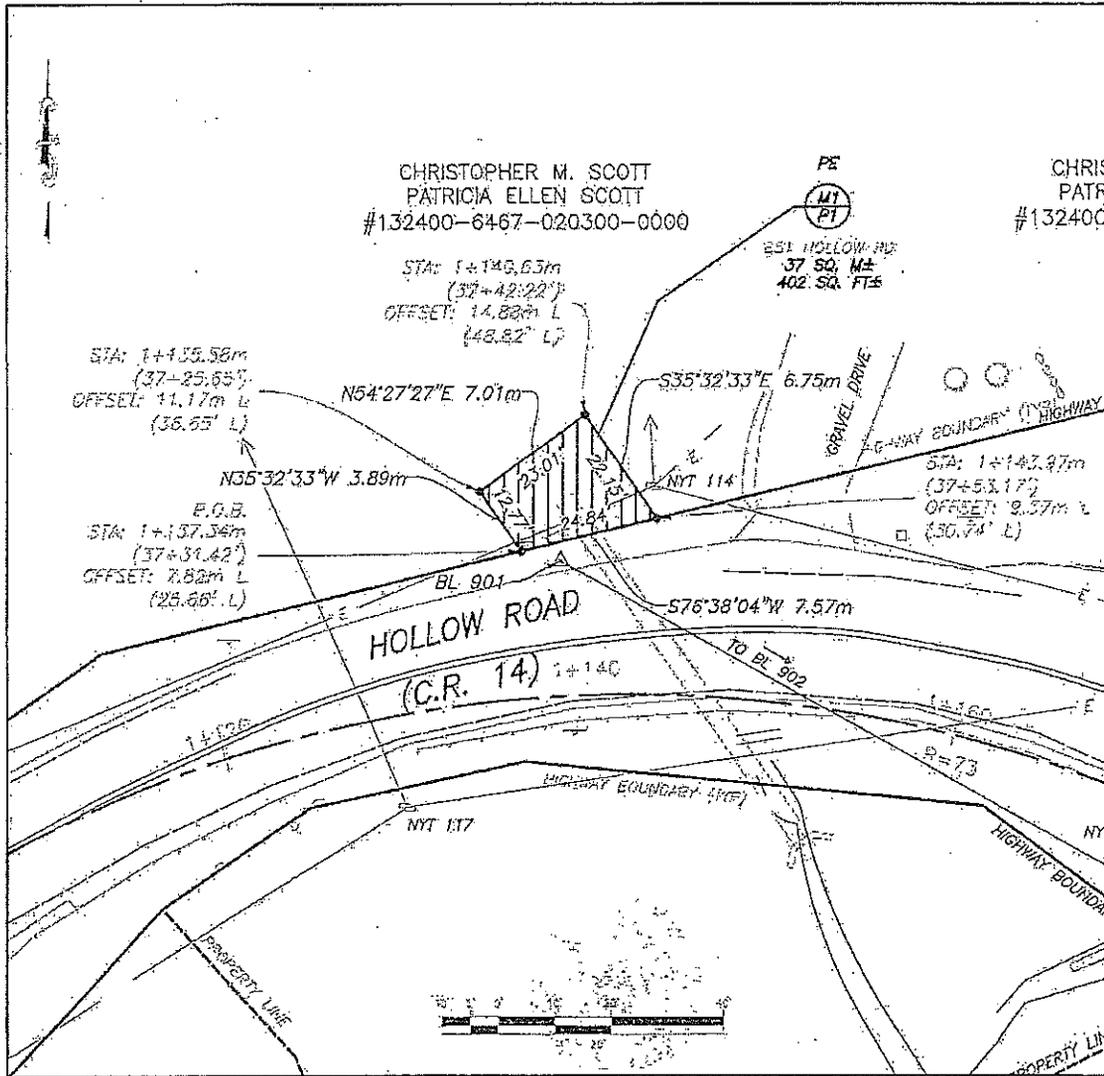
MAP NO. 1  
PARCEL NO. 1  
SHEET 1 OF 2



ACQUISITION DESCRIPTION:

Type: PE  
Portion of Real Property Tax  
Parcel ID No: 132400-6467-020300-0000  
Town of Clinton  
County of Dutchess;  
State of New York

REPUTED OWNER(s):  
Christopher M. Scott  
Patricia Ellen Scott  
851 Hollow Road  
Salt Point, NY 12578.  
Deed Book: 1847  
Deed Pages: 202



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

PREPARED BY: DJV

CHECKED BY: TCC

MAP NUMBER: 1  
REVISED DATE: 1/21/08  
DATE PREPARED: 5/20/15  
FINAL CHECK BY: JEE



EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

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

CR 14 (HOLLOW ROAD) OVER THE  
LITTLE WAPPINGER CREEK (BIN  
3342820) BRIDGE C-19

PIN: BZ55.01

Description of easement: A permanent easement to be exercised in, on and over the property above for the purpose of construction, reconstruction and maintaining thereon a storm drain pipe and appurtenances as necessary in conjunction with local bridge No. C-19 (BIN 3342820) in all that piece or parcel of property hereinafter designated as Map No. 1, Parcel No. 1, situated in the Town of Clinton, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

All that piece or parcel of property hereinafter designated as Map No. 1, Parcel No. 1, situate in the Town of Clinton, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northerly boundary of Hollow Road, aka County Route 14, said point being 7.82 meters (25.66 feet) left, measured at right angles, from STA 1+137.34 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence through the property of Scott (reputed owners) the following three (3) courses and distances: (1) N 35 degrees 32 minutes 33 seconds W 3.89 meters (12.77 feet) to a point 11.17 meters (36.65 feet) left, measured at right angles from STA 1+135.58 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (2) N 54 degrees 27 minutes 27 seconds E 7.01 meters (23.01 feet) to a point 14.88 meters (48.82 feet) left, measured at right angles from STA 1+140.63 meters of the centerline of Re-constructed Hollow Road, aka County Route 14 and (3) S 35 degrees 32 minutes 33 seconds E 6.75 meters (22.15 feet) to a point 9.37 meters (30.74 feet) left, measured at right angles from STA 1+143.97 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the northerly boundary of Hollow Road, aka County Route 14 S 76 degrees 38 minutes 04 seconds W 7.57 meters (24.84 feet) to the point and place of beginning; being 37 square meters (402 square feet) more or less.

RESERVING, however, to the owner of any right, title and 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 the construction or reconstruction of the herein identified project.

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

Date 2-19 2016

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

Recommended by:

Date 2/18/16 2016

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

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

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

Date: July 30, 2015



Terry Bergendorff Collins, Land Surveyor  
P.L.S. License No. 49691  
Terry Bergendorff Collins Land Surveying  
52 Starr Ridge Road  
Brewster, NY 10509

MAP NUMBER 1  
REVISED DATE 1/21/15  
DATE PREPARED 5/26/15

PREPARED BY JW CHECKED BY JEC FINAL CHECK BY EE

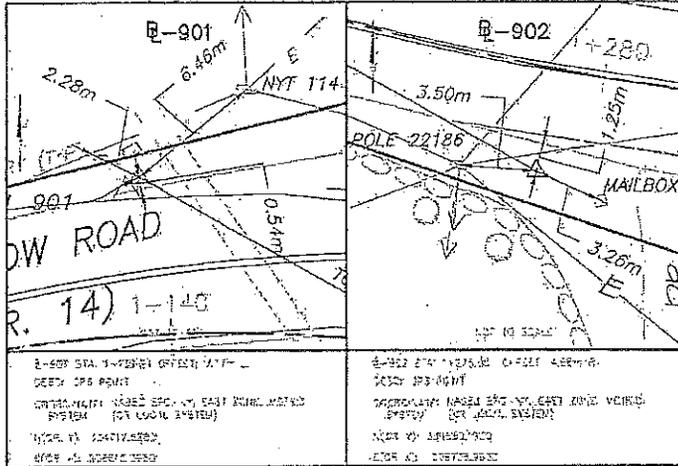


EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

OR 14 (HOLLOW ROAD) OVER THE  
LITTLE WAPPINGER CREEK (BIN  
3342820) BRIDGE C-18

PIN 8755.91

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

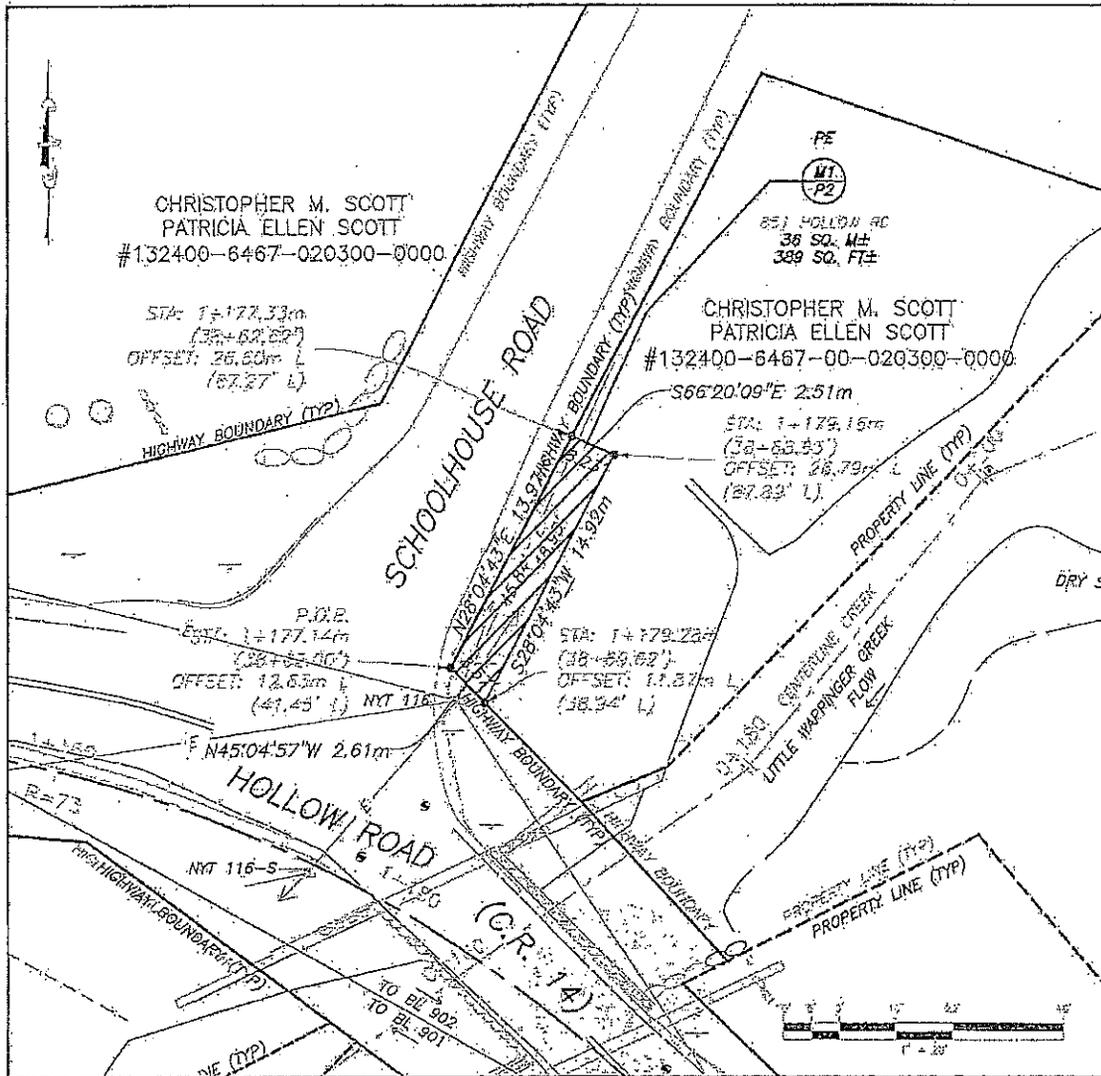


ACQUISITION DESCRIPTION:

Type: PE  
Portion of Real Property Tax  
Parcel ID No. 132400-6467-020300-0000  
Town of Clinton  
County of Dutchess  
State of New York

REPUTED OWNER(s):

Christopher M. Scott  
Patricia Ellen Scott  
851 Hollow Road  
Salt Point, NY 12578  
Deed Book: 1847  
Deed Pages: 192



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

PREPARED BY: CU

CHECKED BY: TBS

MAP NUMBER: 1  
REVISED DATE: 1/21/16  
DATE PREPARED: 5/20/15  
FINAL CHECK BY: PE



EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

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

CR. 14 (HOLLOW ROAD) OVER THE  
LITTLE WAPPINGER CREEK (BIN  
3342820) BRIDGE C-19

PIN 8755.91

Description of easement: A permanent easement to be exercised in, on and over the property above for the purpose of construction, reconstruction, and maintaining thereon a guide rail system and appurtenances as necessary in conjunction with local bridge C-19 (BIN 3342820) in all that piece or parcel of property hereinafter designated as Map No. 1, Parcel No. 2, situated in the Town of Clinton, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

All that piece or parcel of property hereinafter designated as Map No. 1, Parcel No. 2, situate in the Town of Clinton, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northerly boundary of Hollow Road, aka County Route 14, where the same is intersected by the easterly boundary of Schoolhouse Road said point being 12.63 meters (41.45 feet) left, measured at right angles, from STA 1+177.14 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the easterly boundary of Schoolhouse Road N 28 degrees 04 minutes 43 seconds W 13.97 meters (45.84 feet) to a point 26.60 meters (87.27 feet) left, measured at right angles from STA 1+177.33 meters; thence through the property of Scott (reputed owners) the following two (2) courses and distances: (1) S 66 degrees 20 minutes 09 seconds E 2.51 meters (8.23 feet) to a point 26.79 meters (87.89 feet) left, measured at right angles from STA 1+179.16 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; and (2) S 28 degrees 04 minutes 43 seconds W 14.92 meters (48.95 feet) to a point 11.87 meters (38.94 feet) left, measured at right angles from STA 1+179.28 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the northerly boundary of Hollow Road, aka County Route 14 N 45 degrees 04 minutes 57 seconds W 2.61 meters (8.57 feet) to the point and place of beginning; being 36 square meters (389 square feet) more or less.

RESERVING, however, to the owner of any right, title and 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 the construction or reconstruction of the herein identified project.

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

Date 2-19 2016

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

Recommended by:

Date 2/18 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: July 30, 2015

Terry Bergendorff Collins, Land Surveyor  
P.L.S. License No. 49691  
Terry Bergendorff Collins, Land Surveying  
52 Starr Ridge Road  
Brewster, NY 10509



MAP NUMBER 1  
REVISED DATE 1/21/16  
DATE PREPARED 5/20/15

PREPARED BY JM CHECKED BY TJC FINAL CHECK BY ET

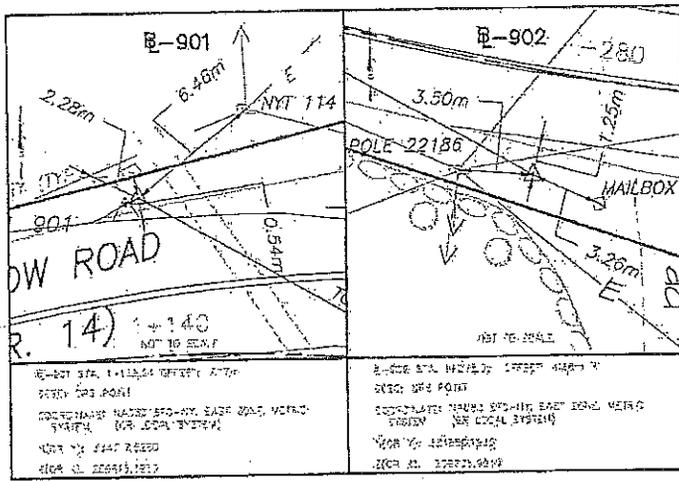


EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

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

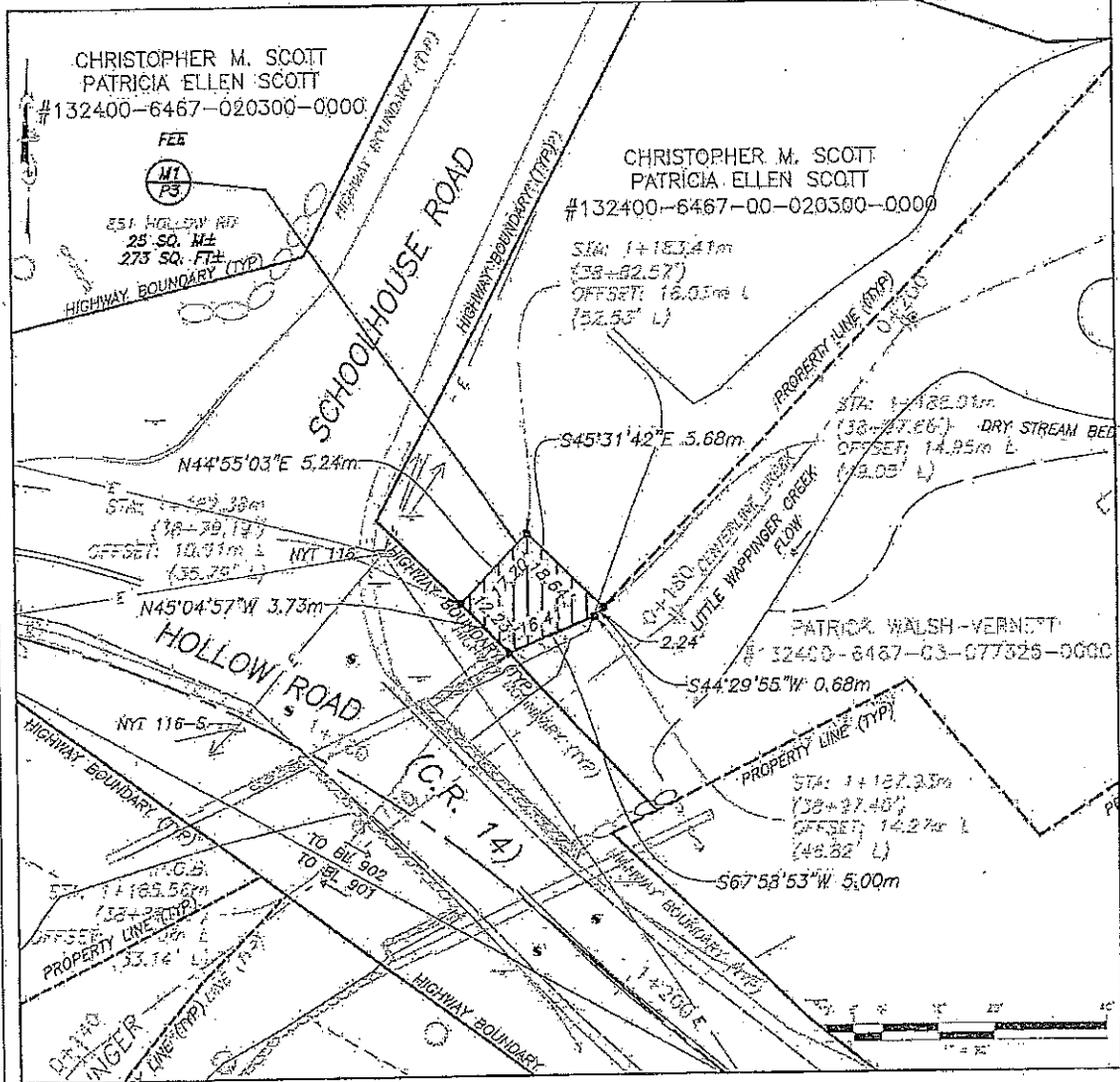
CR 14 (HOLLOW ROAD) OVER THE  
LITTLE WAPPINGER CREEK (BIN  
3342820) BRIDGE C-19

PIN 8755.91



ACQUISITION DESCRIPTION:  
Type: FEE  
Portion of Real Property Tax  
Parcel ID No. 132400-6467-020300-0000  
Town of Clinton  
County of Dutchess  
State of New York

REPUTED OWNER(s):  
Christopher M. Scott  
Patricia Ellen Scott  
851 Hollow Road  
Salt Point, NY 12578  
Deed Book: 1847  
Deed Pages: 192



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

MAP NUMBER 1  
REVISED DATE 1/21/16  
DATE PREPARED 5/20/15



EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

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

CR 14 (HOLLOW ROAD) OVER THE  
LITTLE WAPPINGER CREEK (BIN  
3342620), BRIDGE C-19

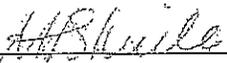
PIN 8755.91

All that piece or parcel of property hereinafter designated as Map No. 1, Parcel No. 3, situate in the Town of Clinton, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northerly boundary of Hollow Road, aka County Route 14, said point being 10.10 meters (33.14 feet) left, measured at right angles, from STA 1+185.56 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the northerly boundary of Hollow Road, aka County Route 14, N 45 degrees 04 minutes 57 seconds W 3.75 meters (12.23 feet) to a point 10.91 meters (35.79 feet) left, measured at right angles from STA 1+182.38 meters; thence through the property of Scott (reputed owners) the following two (2) courses and distances: (1) N 44 degrees 55 minutes 03 seconds E 5.24 meters (17.20 feet) to a point 16.01 meters (52.53 feet) left, measured at right angles from STA 1+183.41 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; and (2) S 45 degrees 31 minutes 42 seconds E 5.68 meters (18.64 feet) to a point 14.95 meters (49.05 feet) left, measured at right angles from STA 1+183.01 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the northwesterly boundary of lands of Walsh-Vernetti (reputed owner) S 44 degrees 29 minutes 55 seconds W 0.68 meters (2.24 feet) to a point 14.27 meters (46.82 feet) left, measured at right angles from STA 1+187.93 meters; thence along the northerly boundary of Hollow Road, aka County Route 14 S 67 degrees 58 minutes 53 seconds E 5.00 meters (16.41 feet) to the point and place of beginning; being 25 square meters (273 square feet) more or less of which 0.13 square meters (1 square foot) is under water.

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

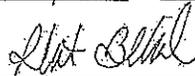
Date 7-19 2014



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

Recommended by:

Date 2/15 2016



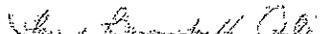
Robert H. Balkind, P.E.  
Deputy Commissioner of Public Works

"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: July 30, 2015



  
Terry Bergendorff Collins, Land Surveyor  
P.L.S. License No. 49691  
Terry Bergendorff Collins Land Surveying  
52 Storr Ridge Road  
Brewster, NY 10509

MAP NUMBER 1  
REVISED DATE 1/21/15  
DATE PREPARED 5/20/15

PREPARED BY DM

CHECKED BY TRJ

FINAL CHECK BY SP





EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

CR 14 (HOLLOW ROAD) OVER THE  
LITTLE WAPPINGER CREEK (BIN  
3342820) BRIDGE C-19

PIN 8755.91

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

All that piece or parcel of property hereinafter designated as Map No. 1, Parcel No. 4, situate in the Town of Clinton, 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 Hollow Road, aka County Route 14, said point being 6.32 meters (20.73 feet) right, measured at right angles, from STA 1+114.16 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the northerly boundary of Hollow Road, aka County Route 14, the following four (4) course and distances: (1) N 56 degrees 12 minutes 26 seconds E 9.64 meters (31.63 feet) to a point 3.76 meters (12.34 feet) right, measured at right angles from STA 1+124.16 meters; (2) N 78 degrees 12 minutes 26 seconds E 11.92 meters (39.10 feet) to a point 3.31 meters (10.86 feet) right, measured at right angles from STA 1+136.69 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (3) S 84 degrees 39 minutes 34 seconds E 24.94 meters (81.84 feet) to a point 3.21 meters (10.53 feet) right, measured at right angles from STA 1+162.94 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; and (4) S 54 degrees 04 minutes 20 seconds E 16.60 meters (54.46 feet) to a point 7.03 meters (23.06 feet) right, measured at right angles from STA 1+180.36 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence S 63 degrees 29 minutes 57 seconds W 7.57 meters (24.84 feet) to a point 13.16 meters (43.18 feet) right, measured at right angles from STA 1+175.20 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence through the property of Scott (reputed owners) the following (4) course and distances: (1) N 60 degrees 25 minutes 45 seconds W 12.53 meters (41.09 feet) to a point 11.00 meters (36.09 feet) right, measured at right angles from STA 1+160.39 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (2) N 87 degrees 20 minutes 54 seconds W 16.83 meters (55.20 feet) to a point 12.00 meters (39.37 feet) right, measured at right angles from STA 1+140.39 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (3) S 76 degrees 53 minutes 55 seconds W 13.36 meters (43.84 feet) to a point 13.16 meters (43.18 feet) right, measured at right angles from STA 1+124.28 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; and (4) S 59 degrees 07 minutes 29 seconds W 5.31 meters (17.42 feet) to a point 14.44 meters (47.38 feet) right, measured at right angles from STA 1+117.92 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the easterly boundary of lands of King (reputed owner) N 42 degrees 33 minutes 39 seconds W 8.47 meters (28.66 feet) to the point and place of beginning; being 448 square meters (4,842 square feet) more or less of which 36 square meters (390 square feet) is under water.

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

Date 2-19-2016

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

Recommended by:

Date 2-18-2016

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: July 30, 2015

Terry Bergendorff Collins, Land Surveyor  
P.L.S. License No. 49691  
Terry Bergendorff Collins Land Surveying  
52 Storr Ridge Road  
Brewster, NY 10509

MAP NUMBER 1  
REVISED DATE 1/21/16  
DATE PREPARED 5/20/15

## *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*	<i>absent</i>	
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>	Total :	<u>11</u>	
Absent:	<u>1</u>	Motion:	<u>—</u>		Yes	<u>0</u>
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	No

2016241 AUTHORIZATION TO ACQUIRE TWO FEE ACQUISITIONS AND TWO PERMANENT EASEMENTS FROM CHRISTOPHER M. SCOTT AND PATRICIA ELLEN SCOTT IN CONNECTION WITH THE PROJECT KNOWN AS REPLACEMENT OF BRIDGE C-19 ON CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON, DUTCHESS COUNTY (PIN 8755.91)

Date: October 6, 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

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

**2016241 AUTHORIZATION TO ACQUIRE TWO FEE ACQUISITIONS AND TWO PERMANENT EASEMENTS FROM CHRISTOPHER M. SCOTT AND PATRICIA ELLEN SCOTT IN CONNECTION WITH THE PROJECT KNOWN AS REPLACEMENT OF BRIDGE C-19 ON CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, TOWN OF CLINTON, DUTCHESS COUNTY (PIN 8755.91)**

Date: October 11, 2016

RESOLUTION NO. 2016242

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM MICHAEL N. KAPLAN & CHRISTINA H. LEE IN CONNECTION WITH THE PROJECT KNOWN AS REPLACEMENT OF BRIDGE C-19 ON CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, IN THE TOWN OF CLINTON, DUTCHESS COUNTY (PIN 8755.91)

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

WHEREAS, the Department of Public Works has proposed the replacement of Bridge C-19 on CR 14 (Hollow Road) over Little Wappinger Creek, in the Town of Clinton, Dutchess County which project includes the acquisition in fee of a 1,001+/- square foot parcel as shown on Map 3, Parcel 6, to facilitate the bridge replacement in the Town of Clinton; 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 effect on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to replace said bridge, it is necessary to acquire in fee a portion of real property which is shown on Map 3, Parcel 6, located on CR 14 (Hollow Road) in the Town of Clinton, Dutchess County, and is described as Parcel Identification Number 312400-6467-03-051285-0000, presently owned by Michael N. Kaplan and Christina H. Lee, and

WHEREAS, the purchase price to acquire in fee for the 1,001+/- square foot parcel as shown on Map 3, Parcel 6, is \$4,400, to the property owner, Michael N. Kaplan and Christina H. Lee, and

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

WHEREAS, the Commissioner of Public Works has recommended that the subject property be acquired for the total sum of \$4,400.00, plus an authorization to spend up to an additional \$1,000.00 in related expenses, if necessary; now, therefore, be it

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

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 property described above in the Town of Clinton, 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 in substantially the same form as annexed hereto along with any other necessary documents in connection with this acquisition, and be it further

RESOLVED, that on the receipt from the property owner of 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 acquisition and recording said deed.

CA-130-16

JMF/kvh/R-0948-I

09/09/16

Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10/13/2016

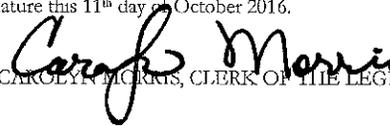
STATE OF NEW YORK

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 11th day of October 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 11<sup>th</sup> day of October 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 \$ 5,400

Total Current Year Revenue \$ 5,130  
and Source

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

Identify Line Items(s):  
H0289.5120.3009 - 2000 Bridges (ISTEA/TA21)

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

Nature/Reason:

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

Net County Cost (this year): \_\_\_\_\_  
Over Five Years: \$270

#### Additional Comments/Explanation:

PIN 8755.91 Replacement of Bridge C-19 at CR14 (Hollow Rd.) over Little Wappinger Creek, Town of Clinton.

Authorization to acquire in Fee a 93+/- sq. meter (1,001 +/- sq. ft.) parcel as shown on Map 3, Parcel 6, with the purchase price of \$4,400 from Michael N. Kaplan and Christina H. Lee, located at 863 Hollow Rd. in the Town of Clinton.

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

Prepared by: Matthew Davis

Prepared On: 8/24/16

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CR 14 (Hollow Road) over the Little Wappinger Creek (BIN 3342820)  
PIN OR CIN: 8755.91

Maps: 03 & 08

Parcels: 6 & 12

This Agreement by and between MICHAEL N. KAPLAN and CHRISTINA H. LEE, residing at PO Box 170, Salt Point, NY 12578 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 1,001± square feet of real property. Purchase price is \$4,400
- a permanent easement* to 0± square feet of real property. Purchase price is \$0
- a temporary easement* to 75± square feet of real property. Purchase price is \$100

Located at 863 Hollow Road, Town of Clinton, Dutchess County, New York, and is further described as parcels 6 & 12 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated March 16, 1989 and recorded March 22, 1989 in Liber 1829 at Page 782 in the Office of the County Clerk for Dutchess County (re: Grid #6467-03-051285),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: Lawn, bushes, trees, and split rail fence.
3. PURCHASE PRICE. The total purchase price is FOUR THOUSAND, FIVE HUNDRED AND 00/100 DOLLARS (\$4,500.00). 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 June 19, 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 two (2) 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 \$50.00. The Buyer shall include a check for the sum of \$50.00 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.

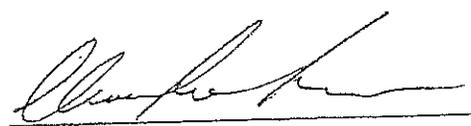
APPROVED AS TO FORM:

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

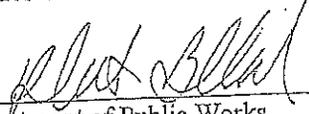
SELLER:

  
Michael N. Kaplan

SELLER:

  
Christina H. Lee

APPROVED AS TO CONTENT:

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

COUNTY OF DUTCHESS:

\_\_\_\_\_

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

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

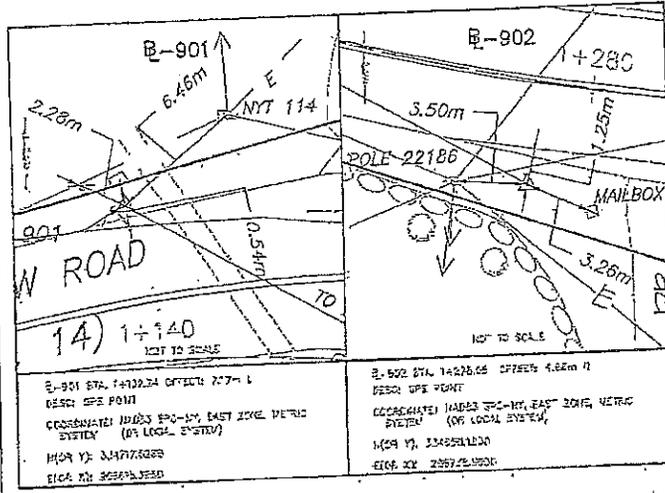


EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

MAP NO. 3  
PARCEL NO. 6  
SHEET 1 OF 2

CR 14 (HOLLOW ROAD) OVER THE  
LITTLE WAPPINGER CREEK (BIN  
5342820) BRIDGE C-19

PIN 8755.91

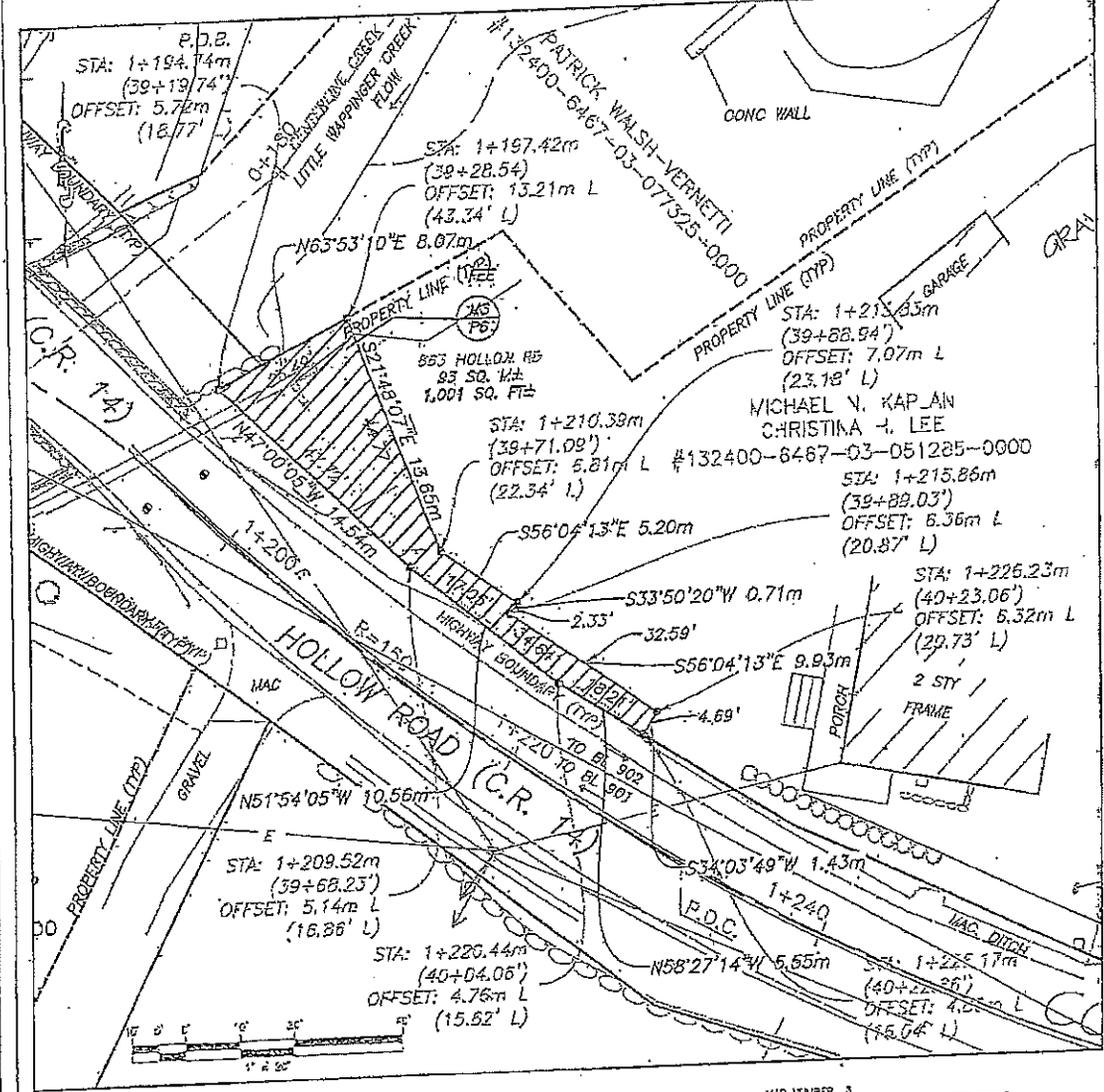


ACQUISITION DESCRIPTION:

Type: FEE  
Portion of Real Property Tax  
Parcel ID No. 132400-6467-03-051285-0000  
Town of Clinton  
County of Dutchess  
State of New York

REPUTED OWNER(s):

Michael N. Koplan  
Christino H. Lee  
863 Hollow Road  
Salt Point, NY 12578  
Dead Book: 1829  
Dead Page: 782



MAP NUMBER 3  
REVISED DATE 4/6/06  
DATE PREPARED 6/20/12

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

PREPARED BY DW

CHECKED BY TBG

FINAL CHECK BY EF



EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

MAP NO. 3  
PARCEL NO. 6  
SHEET 2 OF 2

CR 14 (HOLLOW ROAD) OVER THE  
LITTLE WAPPINGER CREEK (BN  
5542820) BRIDGE C-19

PIN 8755.91

All that piece or parcel of property hereinafter designated as Map No. 3, Parcel No. 6, situate in the Town of Clinton, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northeasterly boundary of Hollow Road, aka County Route 14, said point being 5.72 meters (18.77 feet) left, measured at right angles, from STA 1+194.74 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the southerly boundary of lands now or formerly Walsh-Verneti (reputed owner), N 63 degrees 53 minutes 10 seconds E 8.07 meters (26.49 feet) to a point 13.21 meters (43.34 feet) left, measured at right angles from STA 1+197.42 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence through the property of Kaplan & Lee (reputed owners) the following five (5) courses and distances: (1) S 21 degrees 48 minutes 07 seconds E 13.65 meters (44.77 feet) to a point 6.81 meters (22.34 feet) left, measured at right angles from STA 1+210.39 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (2) S 56 degrees 04 minutes 13 seconds E 5.20 meters (17.05 feet) to a point 7.07 meters (23.18 feet) left, measured at right angles from STA 1+215.83 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (3) S 33 degrees 50 minutes 20 seconds W 0.71 meters (2.33 feet) to a point 6.36 meters (20.87 feet) left, measured at right angles from STA 1+215.86 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (4) S 56 degrees 04 minutes 13 seconds E 9.93 meters (32.59 feet) to a point 6.32 meters (20.73 feet) left, measured at right angles from STA 1+226.23 meters of the centerline of the Re-constructed Hollow Road, aka County Route 14; and (5) S 34 degrees 03 minutes 49 seconds W 1.43 meters (4.69 feet) to a point 4.89 meters (16.04 feet) left, measured at right angle from STA 1+226.17 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; thence along the northeasterly boundary Hollow Road, aka County Route 14 the following three (3) courses and distances: (1) N 58 degrees 27 minutes 14 seconds W 5.55 meters (18.21 feet) to a point 4.76 meters (15.62 feet) left, measured at right angles from STA 1+220.44 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; (2) N 51 degrees 54 minutes 05 seconds W 10.56 meters (34.64 feet) to a point 5.14 meters (16.86 feet) left, measured at right angles from STA 1+209.52 meters of the centerline of Re-constructed Hollow Road, aka County Route 14; and (3) N 47 degrees 00 minutes 05 seconds W 14.34 meters (47.22 feet) to the point and place of beginning; being 93 square meters (1,001 square feet) more or less.

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

Date 4-18 2016

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

Recommended by:

Date 4/18 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: JULY 30, 2015

Terry Bergendorff Collins, Land Surveyor  
P.L.S. License No. 49691  
Terry Bergendorff Collins Land Surveying  
52 Starr Ridge Road  
Brewster, NY 10509



MAP NUMBER 3  
REVISED DATE 1/16/18  
DATE PREPARED 6/20/15



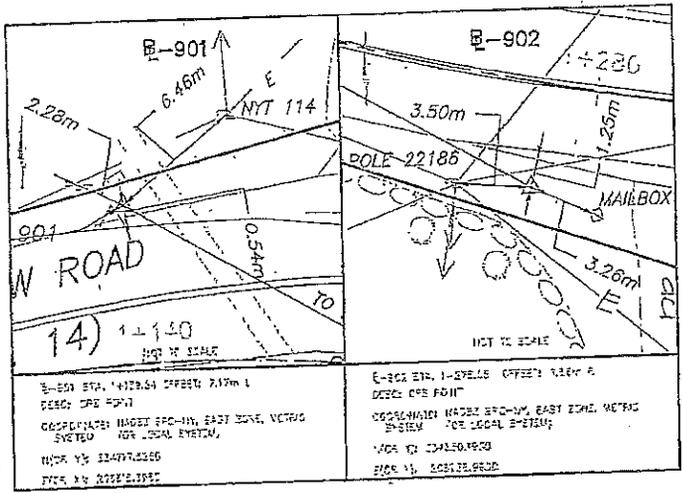
EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP

Rev3

MAP NO. 8  
PARCEL NO. 12  
SHEET 1 OF 2

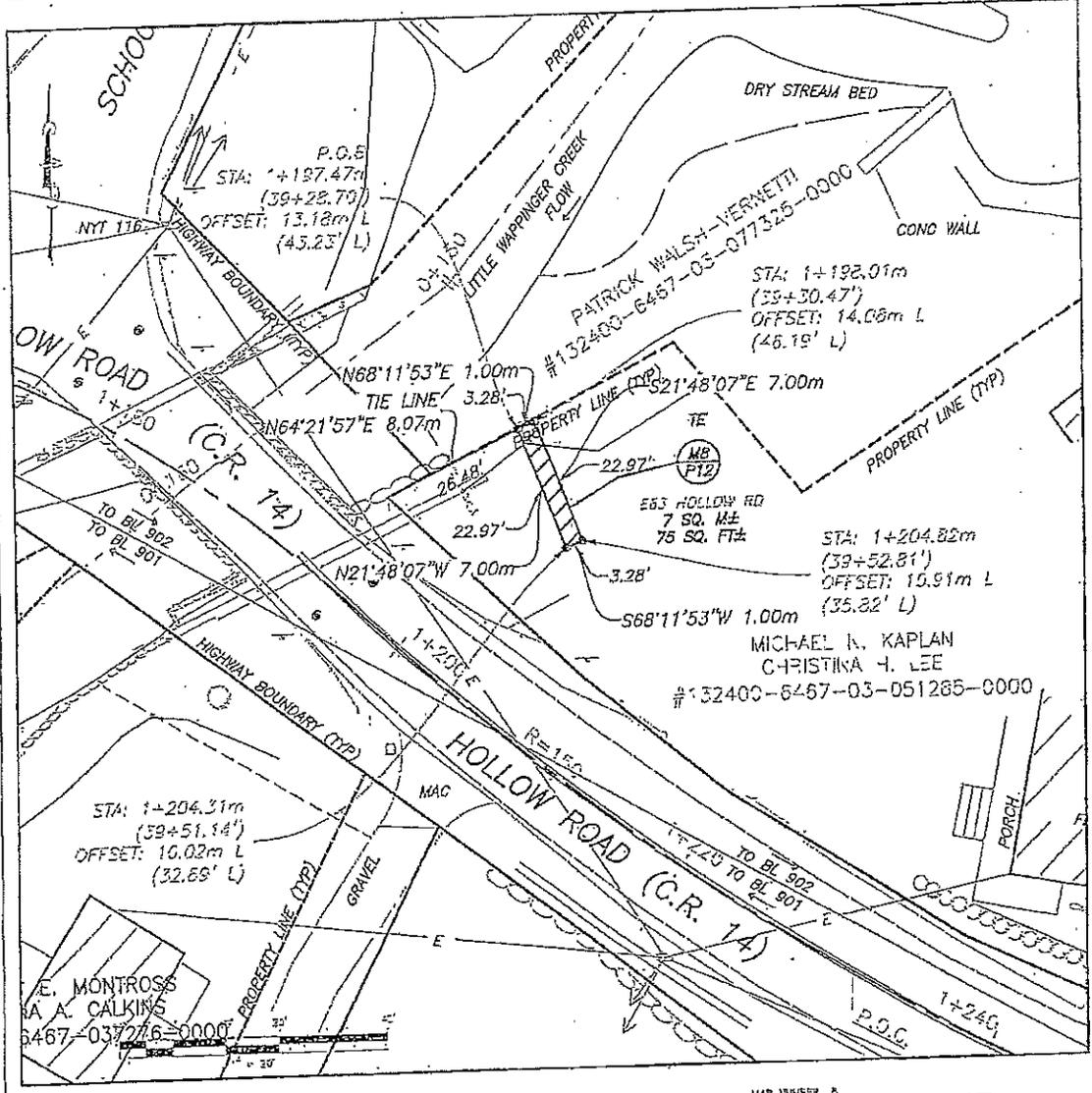
CR 14 (HOLLOW ROAD) OVER THE  
LITTLE WAPPINGER CREEK (BIN  
3342820) BRIDGE C-19

PIN 8755.81



ACQUISITION DESCRIPTION:  
Type: TE  
Portion of Real Property Tax  
Parcel ID No. 132400-6467-03-051285-0000  
Town of Clinton  
County of Dutchess  
State of New York

REPUTED OWNER(S):  
Michael N. Kaplan  
Christina H. Lee  
863 Hollow Road  
Salt Point, NY 12578  
Deed Book: 1829  
Deed Page: 762



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

MAP NUMBER 8  
REVISED DATE 2/8/06  
DATE PREPARED 1/21/06



## *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*	<i>absent</i>	
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>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2016242 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM MICHAEL N. KAPLAN & CHRISTINA H. LEE IN CONNECTION WITH THE PROJECT KNOWN AS REPLACEMENT OF BRIDGE C-19 ON CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, IN THE TOWN OF CLINTON, DUTCHESS COUNTY (PIN 8755.91)  
 Date: October 6, 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution:   
 Motion:

Total: 23      0  
                   Yes            No  
 Abstentions: 0

**2016242** AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM MICHAEL N. KAPLAN & CHRISTINA H. LEE IN CONNECTION WITH THE PROJECT KNOWN AS REPLACEMENT OF BRIDGE C-19 ON CR 14 (HOLLOW ROAD) OVER LITTLE WAPPINGER CREEK, IN THE TOWN OF CLINTON, DUTCHESS COUNTY (PIN 8755.91)

Date: October 11, 2016

RESOLUTION NO. 2016243

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 MILL STREET (CR 78), VILLAGE OF TIVOLI (PIN 8757.26)

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

WHEREAS, a project for Mill Street (CR 78) Bridge over Stony Creek (BIN 1047720) in the Village of Tivoli, Town of Red Hook, Dutchess County PIN 8757.26 (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, 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 construction, construction inspection and construction supervision work for the Project or portions thereof, and it is further

RESOLVED, that the sum of \$1,617,000 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

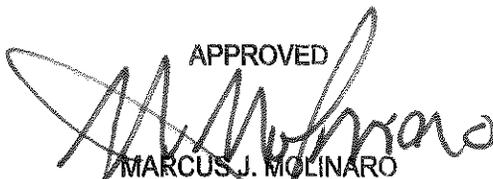
RESOLVED, that the County Executive be and he hereby is authorized to execute all necessary agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of Dutchess County with the New York State Department of Transportation in connection with the advancement 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-131-16  
JFM/kvh/R-0951  
09/09/16  
Fiscal Impact: See attached statement

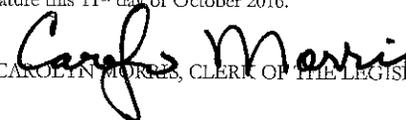
APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10/13/2016

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 11th day of October 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 11<sup>th</sup> day of October 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 \$ 1,617,000

Total Current Year Revenue \$ 1,256,000  
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: \$361,000

#### Additional Comments/Explanation:

This F.I.S. is related to the resolution request to accept Supplemental Agreement # 3 for Construction and Construction Inspection from NYSDOT for PIN 8757.26 Mill Street (CR 78) over Stony Creek, Bridge RH-25 (BIN 1047720), Village of Tivoli, Town of Red Hook.

Prepared by: Rosanne M. Hall

Prepared On: 09/02/2016

## *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*	<i>absent</i>	
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>	Total: <u>11</u>	
Absent: <u>1</u>	Motion: <u>—</u>	Yes	<u>0</u>
Vacant: <u>0</u>		Abstentions: <u>0</u>	No

**2016243** 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 MILL STREET (CR 78), VILLAGE OF TIVOLI (PIN 8757.26)

Date: October 6, 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution:   
 Motion:

Total: 23 0  
 Yes No  
 Abstentions: 0

**2016243** 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 MILL STREET (CR 78), VILLAGE OF TIVOLI (PIN 8757.26)

Date: October 11, 2016

RESOLUTION NO. 2016244

RE: AUTHORIZING THE ADOPTION OF A  
COMPLETE STREETS POLICY FOR DUTCHESS COUNTY

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

WHEREAS, the County desires to become the healthiest county in New York, and

WHEREAS, the County further desires to support the revitalization of our cities, town centers, and villages, and

WHEREAS, the County, in realizing these goals, desires to provide accessible environments for people of all ages and abilities, and

WHEREAS, the County wishes to institute a "Complete Streets Policy" which shall seek to plan, design, construct operate and maintain its streets, bridges, bus systems (including buses, stops, shelters, etc) parks, trails and buildings to promote safe, comfortable, efficient and convenient travel for people of all ages and abilities as well as for all types of transportation, including walking, bicycling, riding the bus, and driving to the greatest extent possible, and

WHEREAS, over time this policy is intended to develop a countywide network that promotes the health, safety, environment, economic vitality of the County and make it a more desirable place to live, work and visit, and

WHEREAS, under this policy the County shall foster partnerships with the State of New York, neighboring counties, municipalities, school districts and property owners to develop facilities that further this policy, and

WHEREAS, the County's Complete Streets Committee has developed a Complete Streets Policy based on national best practices, and the policy is supported by the Department of Public Works, Department of Planning and Development, Department of Behavioral & Community Health, Office for the Aging, Sheriff's Office, Traffic Safety Board, Division of Public Transit, as well as the Dutchess County Planning Board, Office for the Aging Advisory Board, and Dutchess County Board of Health; and

WHEREAS, the County's Complete Streets Committee hereby recommends and offers the attached policy to be implemented for the above referenced objectives, now therefore, be it

RESOLVED, that the Departments of Public Works and Planning and Development, on behalf of the County, are hereby authorized to develop a Complete Street checklist to implement

this policy, which shall be consistent with the intent of this policy, and which shall be modified as necessary at the discretion of the Commissioners of said Departments, to remain consistent with the intent of this policy, and it is further

RESOLVED, that this Legislature hereby approves and adopts the Complete Streets Policy to be implemented by the Department of Public Works, Department of Planning and Development, and other relevant County Departments and Divisions.

CA-129-16

JMF/AMS/kvh/G-0188

09/15/16

Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10/13/2016

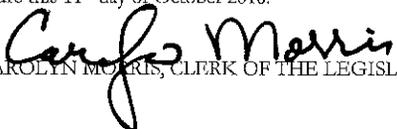
STATE OF NEW YORK

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 11th day of October 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 11<sup>th</sup> day of October 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 \$ \_\_\_\_\_

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

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

Identify Line Items(s):

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

Nature/Reason:

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

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

Additional Comments/Explanation:

Prepared by: Regina Chiarello x2925

Prepared On: 9/6/2016

**Morris, Carolyn**

---

**From:** Wrafter, Eoin  
**Sent:** Friday, September 30, 2016 4:30 PM  
**To:** Morris, Carolyn  
**Cc:** Baiano, Chris; Balkind, Robert; Dozier, Emily  
**Subject:** Complete Streets Resolution  
**Attachments:** Dutchess County Complete Streets Checklist.pdf

Carolyn,

As requested attached please find the Complete Streets Checklist.

The policy states that *"Dutchess County shall implement this Complete Streets policy in a manner that is sensitive to the local context and character."* This would be accomplished by the evaluation of the project and consideration of various complete streets design features. There is not a standard road profile or set of features that must be used to make a street 'complete.' Dutchess County will generally follow accepted or adopted design standards and use the latest design standards available. Two Greenway Guides ([Slower Safer Streets](#) and [Building Bicycle Networks](#)) are examples of reference documents that could be used in the evaluation of some projects.

If you have any questions, please let me know.

Eoin

**Eoin Wrafter, AICP**  
**Commissioner**  
**Dutchess County Planning and Development**  
27 High Street, 2nd Floor  
Poughkeepsie, NY 12601  
Phone: (845) 486-3600 Fax: (845) 486-3610  
Email: [ewrafter@dutchessny.gov](mailto:ewrafter@dutchessny.gov)

[www.dutchessny.gov](http://www.dutchessny.gov)

# Dutchess County Complete Streets Checklist

**Dutchess County Complete Streets Policy**  
*Dutchess County shall strive to plan, design, construct, operate, and maintain its streets, bridges, bus system, parks, trails, and buildings to promote safe, comfortable, efficient and convenient travel for people of all ages and abilities and for all types of transportation, including walking, bicycling, riding the bus, and driving, to the greatest extent possible. Over time, these facilities will be integrated into a countywide network that promotes the health, safety, environment, and economic vitality of Dutchess County and makes it a more desirable place to live, work and visit.*

This checklist is intended to assist the County in achieving its vision for complete streets. It shall be completed for all projects involving County roads and property, as well as public and private projects over which the County Department of Public Works has permitting authority, either by the County's project manager or the project applicant.

Project Name \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Project Location / Limits: \_\_\_\_\_  
 Project Description: \_\_\_\_\_

**Street Classification** (street or streets within the project area)

Rural Principal Arterial	<input type="checkbox"/>	Urban Principal Arterial	<input type="checkbox"/>
Rural Minor Arterial	<input type="checkbox"/>	Urban Minor Arterial	<input type="checkbox"/>
Rural Major Collector	<input type="checkbox"/>	Urban Major Collector	<input type="checkbox"/>
Rural Local Road	<input type="checkbox"/>	Urban Local Road	<input type="checkbox"/>

Annual Average Daily Traffic (AADT): \_\_\_\_\_ Posted Speed Limit: \_\_\_\_\_  
 85<sup>th</sup> Percentile Speed: \_\_\_\_\_ % Heavy Vehicles (classes F4-F13): \_\_\_\_\_  
 5-yr total ped crashes: \_\_\_\_\_ 5-yr total bike crashes: \_\_\_\_\_  
 Pedestrian count (if available): \_\_\_\_\_ Bicycle count (if available): \_\_\_\_\_

**Instructions: For each box checked, please briefly describe how the item is addressed, not addressed, or not applicable and include supporting documentation.**  
 Refer to best practice design standards as needed, including from the American Association of State Highway Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD), the New York State Department of Transportation (NYSDOT), the Institute of Transportation Engineers (ITE), the National Association of City Transportation Officials (NACTO), the Americans with Disabilities Act (ADA), and the US Access Board's Public Right-of-Way Accessibility Guidelines (PROWAG).

Item to Be Addressed/Considered	EXISTING CONDITIONS			Required Description
	YES	NO	N/A	
<b>Existing Walking &amp; Bicycling Facilities</b>				
Do walking or bicycling facilities exist within 300 ft. of the project area? (see page 3 for examples)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is there bicycle parking within 300 ft. of the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Existing Roadway Facilities</b>				
Are road shoulder widths adequate for walking and bicycling? If not, please specify travel lane and road shoulder widths.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are road shoulder surfaces in good condition for walking and bicycling? If not, please specify.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Is on-street parking present on the road?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Existing Transit Facilities</b>				
Is the project area on a transit route? (Dutchess County Public Transit routes; City of Poughkeepsie bus routes)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are there bus stops or train stations within a ¼ mile of the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Existing Accessibility and Mobility/ADA</b>			
Do all sidewalks, ramps, signals, and other facilities within the project area meet ADA standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Existing Walking/Bicycling Issues</b>			
Have local leaders, residents, or organizations been contacted to discuss issues related to walking, bicycling, or transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Existing Safety Issues</b>			
Has the local law enforcement agency (County Sheriff's Office and local police) been contacted to discuss any safety issues in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Key Destinations</b>			
Are there shopping, employment centers, cultural centers, historic sites, landmarks, recreation areas, or other key destinations that could be connected to the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there schools, hospitals, senior centers, community centers or centers for persons with disabilities within 1/2 mile of the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Planned Facilities</b>			
Is there a planned walking, bicycling, or transit facility within a radius of 300 ft. around the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Centers &amp; Greenspaces</b>			
Is this facility located within an identified center as per the County's Centers & Greenspaces Plan? If yes, which center?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*Attach a map of the project area and surrounding context, including existing & planned facilities and destinations. \*

**Complete Streets Elements: what will be included in Proposed Design?**

<b>Bicycling Facilities:</b>	
Off-roadway path/trail	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Dedicated on-street bike lane	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Shared-lane markings (sharrows)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Paved Shoulders (4ft min; 5ft+ preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Bike detection at actuated traffic signals, including at turn lanes	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Signals with adequate minimum green time for bicyclists to cross the intersection	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Bicycle-safe inlet grates	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Bicycle parking (racks, lockers)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<b>Transit Facilities:</b>	
Transit vehicle access into site	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Bus pull-offs or curb extensions	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Bus stop signs/marked stops	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Bus stop shelters	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Has transit agency/ies been contacted to discuss options?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<b>Access and Mobility/ADA Facilities:</b>	
ADA-compliant sidewalk/path	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Accessible pedestrian traffic signals (push-buttons with audible tones)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Curb ramps with detectable warning surface	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
ADA-compliant slopes and cross-slopes for driveway ramps, sidewalks, & crossings	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Access management: reduce conflict points between pedestrians, bicyclists, and vehicles	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<b>Freight &amp; Emergency Vehicles:</b>	
Loading/unloading zones	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Emergency vehicle access	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA

<b>Walking Facilities:</b>	
Sidewalks (preferred on both sides of the street) or path	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Paved Shoulders (4 ft min; 5 ft+ preferred)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
High-visibility crosswalks	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Curb extensions to reduce crossing distance	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Pedestrian traffic signals with adequate crossing time	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Signal timing: protected left turn phases, leading pedestrian interval, no right turn on red, etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Raised median w/refuge islands (especially on roads with 2 or more lanes in each direction)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Traffic calming elements, lighting & signage, especially at uncontrolled crossings	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<b>Connectivity:</b>	
Connections to bicycling, walking, or transit facilities	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Connections to key destinations (see page 2)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Connections to neighborhoods	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<b>Streetscape Elements:</b>	
Landscaping, street trees, planters, buffer strips, etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Pedestrian-scale lighting	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Public seating or benches	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Wayfinding signage for walking, bicycling, & transit	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Utilities: relocate poles or wires	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<b>Responsible Agencies:</b>	
Construction-period pedestrian/bicycle access:	
Ongoing facility maintenance:	
Law Enforcement:	
Road Owner:	

## PROPOSED DESIGN

### Plans & Policies

Briefly describe relevant recommendations from County & municipal planning or policy documents addressing walking, bicycling, transit, or truck/freight in or near the project area and how the project incorporates them, or if not, why not.

Examples include: PDCTC Metropolitan Transportation Plan; Walk Bike Dutchess (PDCTC Pedestrian & Bicycle Plan); municipal Comprehensive Plan, trail or open space plan, sidewalk or pedestrian plan, or bicycle plan. Also see Walk Bike Dutchess Chapter 2 for an overview of County & local policies and plans. Contact the PDCTC if you need assistance.

### Diminished Access

Will the proposed project remove an existing walking or bicycling facility or hinder pedestrian or bicycle access?

Yes, Temporary  Yes, Permanent  No

If yes, describe why this is necessary and how access will be provided.

Prepared by: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Public Works Dept Reviewer: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Exception Granted: Yes/No      Justification Attached: Yes/No

Public Works Dept Approval: \_\_\_\_\_

Planning Dept Consulted: \_\_\_\_\_

Others Consulted: \_\_\_\_\_

If you have feedback on this checklist, please email [pdctc@dutchessny.gov](mailto:pdctc@dutchessny.gov)

*Thanks to the City of Saratoga Springs for sharing their Complete Streets checklist for use as a model.*

## Dutchess County Complete Streets Policy

### Policy

Dutchess County shall strive to plan, design, construct, operate, and maintain its streets, bridges, bus system (buses, stops, shelters, etc.), parks, trails, and buildings (herein after referred to as Facilities) to promote safe, comfortable, efficient, and convenient travel for people of all ages and abilities, and for all types of transportation, including walking, bicycling, riding the bus, and driving, to the greatest extent possible.

Over time, these Facilities will be integrated into a countywide network that promotes the health, safety, environment, and economic vitality of Dutchess County and makes it a more desirable place to live, work, and visit.

### Jurisdiction

This policy shall apply to all transportation-related elements of projects involving County property, including County roads, parks and buildings, as well as public and private projects over which the County Department of Public Works has permitting authority.

The County shall foster partnerships with the State of New York, neighboring counties, municipalities, and school districts and other property owners to develop facilities that further the County's Complete Streets Policy.

### Projects and Phases

Dutchess County shall approach every transportation-related improvement and project phase as an opportunity to create safer, more accessible Facilities for all people. Project phases include but are not limited to planning, design, construction, operation, and maintenance.

### Design

Dutchess County will generally follow accepted or adopted design standards and use the latest design standards available, including but not limited to design guidance from the American Association of State Highway Officials (AASHTO), the Manual on Uniform Traffic Control Devices (MUTCD), the New York State Department of Transportation (NYSDOT), the Institute of Transportation Engineers (ITE), the National Association of City Transportation Officials (NACTO), the Americans with Disabilities Act (ADA), and the US Access Board's Public Right-of-Way Accessibility Guidelines (PROWAG).

Dutchess County shall implement this Complete Streets policy in a manner that is sensitive to the local context and character, aligns transportation and land use goals, and recognizes that needs may vary by case or community.

In recognition of these various contexts, public input and a variety of transportation needs, a flexible, innovative and balanced approach that follows other appropriate design standards may be considered, provided that a comparable level of safety for all people is present.

### Performance Measures

Dutchess County shall measure the success of this Complete Streets policy using the following performance measures:

1. Total miles of sidewalk (countywide)
2. Total miles of on-street bicycle facilities (countywide)

3. Total miles of County roadways with shoulder widths of four (4) feet or more
4. Number of Dutchess County Public Transit bus stop shelters
5. Number of Dutchess County Public Transit bus stop shelters accessible via sidewalks and curb ramps

Benchmarks for each of the performance measures, as listed below, will be used to track the performance of the policy. Performance measure reports shall be developed at least every five years and posted online.

	Performance Measure	Current Status (2016)	5 Year Goal*	10 Year Goal*
1	Total miles of sidewalk (countywide)	523	528	533
2	Total miles of on-street bicycle facilities (countywide)	1.5	3	5
3	Total miles of County roadways with shoulder widths of four (4) feet or more	18.5 (5% of total centerline mileage)	23.5	26.0
4	Number of Dutchess County Public Transit bus stop shelters	9	13	20
5	Number of Dutchess County Public Transit bus stop shelters accessible via sidewalks and curb ramps	5	9	16

*\*Goals are intended to be reached within 5 and 10 years of policy implementation.*

#### Implementation

1. A project's compliance with this policy shall be determined based on completion of a Dutchess County Complete Streets checklist.
2. The Department of Public Works, Department of Planning and Development, and other relevant County Departments and Divisions will incorporate Complete Streets principles into existing procedures, programs, plans, manuals, checklists, regulations, and other processes as appropriate.
3. The Department of Public Works, Department of Planning and Development, and other relevant County Departments and Divisions will review current design standards, guides, and policies, and develop new design standards/guides/policies or revise existing standards/guides/policies as needed to reflect current best practices.
4. The County shall support staff professional development and training on Complete Streets principles and best practices for implementing this Complete Streets policy.

5. The County shall promote inter-departmental coordination to ensure the consistent application of this Complete Streets policy.

#### Exceptions

Any exception to this policy must be approved by the Dutchess County Department of Public Works in consultation with the Dutchess County Department of Planning and Development and other relevant County Departments and Divisions. Exceptions must be documented with supporting data that indicates the basis for the decision. Such documentation shall be publicly available.

Exceptions may be considered when:

1. A Facility under consideration prohibits, by law, specified types of transportation, in which case greater effort shall be made to accommodate those transportation types nearby the Facility under consideration;
2. The costs of providing accommodation are excessively disproportionate to the need or probable use;
3. The existing and planned population, employment densities, traffic volumes, or level of bus or train service around a particular Facility is so low as to demonstrate an absence of current and future need;
4. The activities are routine maintenance that do not change the Facility's operations, such as mowing, sweeping, and spot pavement repair;
5. There is a reasonable and equivalent project near the Facility under consideration that is already programmed to provide the accommodations promoted by this policy.

Capital road maintenance projects (e.g. resurfacing, pavement markings, overlays, etc.) are not exempted, as they may provide opportunities for improvements to shoulder widths and/or conditions, pavement markings, and signage.

This policy was adopted by the Dutchess County Legislature on \_\_\_\_\_, 20\_\_.

This policy becomes effective on \_\_\_\_\_, 20\_\_.

# 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*	<i>absent</i>	
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: 11                      Resolution: ✓                      Total : 11                      0  
 Absent: 0                              Motion: —                              Yes                              No  
 Vacant: 0                              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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution:   
 Motion:

Total: 23 0  
 Yes No  
 Abstentions: 0

2016244 AUTHORIZING THE ADOPTION OF A COMPLETE STREETS POLICY FOR DUTCHESS COUNTY

Date: October 11, 2016

RESOLUTION NO. 2016245

RE: CONFIRMING THE APPOINTMENT OF ROBERT H. BALKIND, P.E., AS THE COMMISSIONER OF THE DEPARTMENT OF PUBLIC WORKS

Legislators BORCHERT, PULVER MICCIO, FLESLAND, SAGLIANO, TRUITT, LANDISI, JETER-JACKSON, STRAWINSKI, FORMAN, BOLNER, ROMAN, AMPARO, BRENDLI, HORTON, and THOMES offer the following and moves its adoption:

WHEREAS, the position of the Commissioner of the Department of Public Works will become vacant on October 22, 2016 due to the resignation of Noel H.S. Knille, and

WHEREAS, the Commissioner of Human Resources has determined the Robert H. Balkind, P.E., is qualified to perform the duties of the position of the Commissioner of the Department of Public Works,

WHEREAS, a copy of Robert H. Balkind's resume is annexed hereto, and

WHEREAS, Robert H. Balkind is currently the Deputy Commissioner of the Department of Public Works, and

WHEREAS, Robert Balkind served as the Acting Commissioner of the Department of Public Works for approximately fourteen months from July, 2012 through mid-September, 2013, and

WHEREAS, pursuant to Article XIV, Section 14.01 of the Dutchess County Charter, the County Executive appointed Robert H. Balkind, P.E., as the Commissioner of the Department of Public Works subject to confirmation by the County Legislature, now therefore, be it

RESOLVED, that the Legislature of the County of Dutchess does hereby confirm the appointment of Robert H. Balkind, P.E., as Commissioner of the Department of Public Works effective October 22, 2016.

CA-141-16  
CAB/kvh/G-0188  
09/21/16  
Fiscal Impact: See attached statement

STATE OF NEW YORK  
ss:  
COUNTY OF DUTCHESS

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10/13/2016

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 11th day of October 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 11th day of October 2016.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

**Robert H. Balkind, P.E.**  
16 Swain Drive  
Pleasant Valley, NY 12569  
Tel (845) 505-4279

### Professional Experience

**Deputy Commissioner: Dutchess County Department of Public Works, Poughkeepsie, NY.** Oct. 2013 to present.

Assisted Commissioner with managing department, direct oversight of Engineering Division and Highway Construction & Maintenance Division. Assisted with policy development, personnel management, development of capital programming.

**Acting Commissioner: Dutchess County Department of Public, Poughkeepsie, NY.** July 2012 to Sept. 2013.

Oversaw department of 198 highway, buildings, parks engineering and airport maintenance staff. Developed policies and capital programs. Led the effort to restructure the Department to create efficiency within all service areas. Oversaw the merger of the Auto Service Center into the Department of Public Works.

**Director: Dutchess County Department of Public Works – Highway Construction & Maintenance Division, Poughkeepsie, NY.** June 2009 to July 2012.

Directed department of 95 highway construction and maintenance workers, including mechanics and business office staff. Directed snow removal operations. Managed highway and machinery maintenance staff.

**Assistant Director; Dutchess County Department of Public Works – Engineering Division, Poughkeepsie, NY.** April 2004 to June 2009.

Managed department staff (approximately 16 technical and support staff) in the design and construction of public works capital improvement bridge and highway projects. Review plans, specifications and estimates prepared by subordinate staff and consultant engineers.

**Project Manager; Dewkett Engineering, Rhinebeck, NY.** June 1999 to April 2004.

Managed technical and support staff in preparing plans, specifications and estimates for public works and private construction projects throughout New York State. Clients included NYSDOT, NYSTA, DASNY, OGS. Responsible for direct client contact, business development and marketing effort in connection with transportation projects, commercial site work and residential projects.

**Design Engineer; New York State Department of Transportation, Poughkeepsie, NY.** Aug. 1993 to June 1999.

Performed evaluation of existing facilities and designed highway improvement projects including preparation of plans, specifications and estimates. Developed projects in accordance with AASHTO guidelines, NYS Highway Design Manual standards, as well as other industry standard codes and policies. Assisted with environmental permitting and natural and cultural resource impact determination.

Work closely with construction staff to maintain target schedules and costs during construction.

**Assistant Project Superintendent; Shelburne Surveying and Engineering, Marion, MA.**  
March 1988 to Aug. 1993.

Directed construction activities on projects ranging from local road resurfacing and underground utility repair to parks and recreational facility construction. Performed construction inspection, prepared daily journals, scheduled contractors, and attended progress and design review meetings with City DPW personnel.

### **Education and Professional Accomplishments**

Recipient of Renaissance Award for engineering of the 'Restoration of the Reservoir Fence in Central Park,' presented by *The Friends of the Upper East Side Historic District*, 2/2004

Bachelor of Science – Civil Engineering  
University of Massachusetts, North Dartmouth, MA 1993

New York State - Registered Professional Engineer, 1998  
Commonwealth of Massachusetts – Registered Professional Engineer, 1999  
State of New Jersey - Registered Professional Engineer, 2001

### **Memberships and Affiliations**

American Institute of Steel Construction - Professional Member  
American Concrete Institute – Professional Member  
American Society of Civil Engineers – Professional Member  
Pre-Cast Concrete Association of New York – Member

### **Volunteer Organizations**

Habitat for Humanity – Volunteered engineering services for new house construction in City of Poughkeepsie, NY

Town of Poughkeepsie Cal Ripken Baseball – volunteered engineering services for new announcer booth at Tilcon Field, Town of Poughkeepsie

## *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*	<i>absent</i>	
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>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2016245 CONFIRMING THE APPOINTMENT OF ROBERT H. BALKIND, P.E., AS THE COMMISSIONER OF THE DEPARTMENT OF PUBLIC WORKS**

Date: October 6, 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 22      1  
           Yes           No  
 Abstentions: 0

**2016245 CONFIRMING THE APPOINTMENT OF ROBERT H. BALKIND, P.E., AS THE COMMISSIONER OF THE DEPARTMENT OF PUBLIC WORKS**

Date: October 11, 2016

RESOLUTION NO. 2016246

RE: RATIFYING THE 2016-2019 AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS STAFF ASSOCIATION (DSA), NYSUT, AFT, NEA, AFL-CIO AND AMENDING THE 2016 ADOPTED COUNTY BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS

Legislators FLESLAND, MICCIO, BOLNER SAGLIANO, LANDISI, JETER-JACKSON, and PULVER offer the following and moves its adoption:

WHEREAS, the negotiating teams for Dutchess County and the Dutchess Staff Association (DSA) have negotiated a proposed collective bargaining agreement regarding the terms and conditions of employment for the bargaining unit for the years 2016 through 2019 and have signed a memorandum of agreement on the same, and

WHEREAS, the DSA has ratified the memorandum of agreement by a vote of its members, and

WHEREAS, a copy of the memorandum of agreement as well as the proposed collective bargaining agreement are attached hereto and made a part hereof, and

WHEREAS, it is now necessary to amend the 2016 Adopted County Budget to reflect the fiscal changes resulting from the ratification of the memorandum of agreement and collective bargaining agreement, and

WHEREAS, Exhibit A attached hereto outlines the necessary budget amendments to fulfill the intent of this resolution, now therefore be it

RESOLVED, that the attached memorandum of agreement and the collective bargaining agreement between the County of Dutchess and the Dutchess Staff Association be ratified, and be it further

RESOLVED that the County Executive or his designee is hereby authorized and empowered to execute and deliver the collective bargaining agreement on behalf of the County, and upon the full execution of the collective bargaining agreement between the parties, the terms of the collective bargaining agreement shall be effective and retroactive to July 1, 2016, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered, and directed to amend the 2016 adopted County Budget as set forth on Exhibit A attached hereto and made a part hereof.

CA-133-16

CEB/kvh/P-1501

09/15/16

Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 10/13/2016

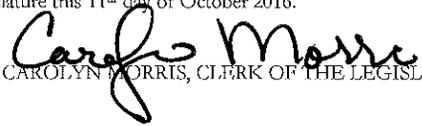
STATE OF NEW YORK

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 11th day of October 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 11<sup>th</sup> day of October 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 \$ 79,177

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

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

Identify Line Items(s):

A.1990.4007 - General Contingency

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

Nature/Reason:

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

Net County Cost (this year):    \$79,177

Over Contract Term 7/1/2016 - 12/31/2019:    \$1,124,032

#### Additional Comments/Explanation:

The Dutchess Staff Association (DSA) Contract Settlement effective 7/1/2016.

Prepared by: Tiffanie Massey, Budget Office

Prepared On: 9/13/2016

EXHIBIT a

2016 DSA Contract Settlement			
<b>APPROPRIATIONS</b>			
<u>Increase</u>			
	A.1170.1010	Positions	71,479
	A.1420.1010	Positions	30,541
	A.1170.8200	Payments to State Social Security	5,468
	A.1420.8200	Payments to State Social Security	2,336
	A.1170.8400	Hospital, Med & Surg Insurance	(23,796)
	A.1420.8400	Hospital, Med & Surg Insurance	(6,852)
			<u>\$79,177</u>
<u>Decrease</u>			
	A.1990.4007	General Contingency	79,177
			<u>\$79,177</u>

AGREEMENT

By and Between

the

**COUNTY OF DUTCHESS**

**and**

**DUTCHESS STAFF ASSOCIATION,**  
NYSUT, AFT, NEA, AFL-CIO

*July 1, 2016 – December 31, 2019*

THIS AGREEMENT, made this xxx day of xxxxxxxx 2016 and retroactive to July 1, 2016, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York, 12601 (hereinafter referred to as the "County"), and the DUTCHESS STAFF ASSOCIATION (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, it is the desire of the parties to this Agreement to negotiate collectively with regard to hours of work, wages, and working conditions in order to (a) promote a harmonious and cooperative relationship between government and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interest of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion, now, therefore, it is mutually agreed by and between the parties as follows.

**ARTICLE I**  
**Definitions**

The following words and terms as used in this Agreement shall have the following meanings:

"Anniversary Date" means the date on which an Employee is hired.

"County" means the County of Dutchess.

"County Executive" means the chief executive officer of the County, as that office is defined and established in Article III of the Dutchess County Charter, or their designee (s).

"Employee(s)" means a member of the bargaining unit of the County of Dutchess who is duly appointed to the titles set forth in Appendix "A", annexed to and made a part of this Agreement.

"He" means she, pursuant to Section 22 of the General Construction Law.

"Union" or "Association" or "DSA" or "Bargaining Unit" means the Dutchess Staff Association, Inc. ("DSA").

"Unit" or "Department" means the Department of Law or Public Defender's Office.

"Unit Head" or "Department Head" means the County Attorney or Public Defender, or their designees.

"Human Resources" will mean the Commissioner of Human Resources or designee.

"Adjusted Benefit Date" means the date on which an Employee is hired, adjusted by adding any period of more than five (5) consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

"Adjusted Longevity Date" means the date on which an Employee is hired, adjusted by adding any period of more than five (5) consecutive days during which the Employee does not appear on the payroll. This date affects the eligibility for longevity awards.

## **ARTICLE II**

### **Recognition**

#### **Section 1. Representation**

The County agrees that the Union shall be the sole and exclusive representative of all Employees described in Article II Section 2 for the purpose of collective bargaining and grievances for the maximum period stipulated by the Public Employees Fair Employment Law.

#### **Section 2. Definition of Unit**

The County agrees that the Union is the sole and exclusive negotiating representative for the Employees of the County who are duly appointed to the title listed in Appendix "A" annexed hereto and made a part of this Agreement and as modified pursuant to Section 2 of this Article. Although the title of Arraignment Attorney is a title represented by the Union as its sole and exclusive negotiating representative, certain terms and conditions of employment for Arraignment Attorneys shall be set forth in Appendix C of this Agreement. To the extent terms and conditions of employment for Arraignment Attorneys are not mentioned in Appendix C of this Agreement, the Agreement provides the benefit. To the extent the terms of Appendix C conflicts with this Agreement with regard to Arraignment Attorneys, Appendix C shall supersede the Agreement.

## **ARTICLE III**

### **Management Rights**

The County retains the right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by Employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge Employees for cause; to hire, lay off, assign, promote and determine the qualifications of Employees, to determine the starting and quitting time and the number of hours to be worked.

The rights of the County listed above are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the County. Any and all rights, powers, and authority the County had prior to entering this Agreement are retained by the County except as specifically and lawfully abridged, or modified by this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any County official, or in any way reducing or abridging such authority, but this Agreement shall be construed as requiring said County officials to follow procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

## ARTICLE IV Employee and Association Rights and Responsibilities

### Section 1. General

- (a) Employees shall have the right to form, join and participate in or refrain from forming, joining or participating in the Association free from interference, coercion, restraint, discrimination or reprisal.
- (b) The Association has the right and responsibility to represent all employees in the negotiating unit on any matter concerning the terms and conditions of employment within the limits of this Agreement.
- (c) The County recognizes the right of the Employees to designate specific representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit Employees during working hours, subject to work requirements of the County.

### Section 2. Union Release Time

- (a) Representatives designated by the Union shall be allowed up to ten (10) days cumulative of "union release time" with pay and without charge to accumulated leave time for the purpose of attending to union business. This "union release time" shall not include negotiations, arbitrations or PERB proceedings.
- (b) The Union shall notify the Department Head and the Commissioner of Human Resources in writing at least two weeks prior to the need for time. The notice shall include the date, time, place and purpose of the need for time and shall identify the individual representatives for whom time off is requested.
- (c) The County reserves the right to deny the time off request with regard to any individual Employee if the County determines that his presence is required for the proper functioning of his Unit.

### Section 3. Union Records / Meeting Space

The County agrees to provide DSA with a locking file cabinet for maintenance of Union records. This file cabinet will be located at the discretion of the DSA.

Upon approval, the Union will be able to use conference rooms for conducting Union business.

**Section 4. Union Notices**

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County.

**Section 5. No Strike Affirmation**

The Union affirms that it shall not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. It is further expressly agreed that the pledge herein recited is an essential element of consideration for this Agreement.

**ARTICLE V  
Compensation**

**Section 1. Salary Increases:**

Upon ratification by both parties, bargaining unit members on the payroll as of July 1, 2016 and at the signing of the MOA will have their salaries adjusted in the following manner. Salary increases for 2014 and 2015 will be compounded to calculate the new base salary of each bargaining unit member.

**For 2014:** 2% added to salaries of bargaining unit members with no retroactive payout.

**For 2015:** 2% added to salaries of bargaining unit members with no retroactive payout.

**Effective July 1, 2016:** 2% salary increase plus an additional "equity adjustment" of 2.5%.

**Effective January 1, 2017:** 2% salary increase plus merit award included in the Dutchess County Performance Management System.

**Effective January 1, 2018:** 2% salary increase plus merit award included in the Dutchess County Performance Management System.

**Effective January 1, 2019:** 2% salary increase plus merit award included in the Dutchess County Performance Management System.

See **Appendix B** for Salary Schedule for all bargaining unit members except Arraignment Attorneys. See **Appendix C** for compensation for Arraignment Attorneys.

**Section 2. Salaries**

Retroactive salary payments shall be payable only retroactive to July 1, 2016 and shall be payable to those bargaining unit members on the payroll as of the date of the MOA signing.

**Section 3. Dutchess County Performance Management System**

The parties recognize that the County has implemented the Dutchess County Performance Management System. One component of this system is a process for performance appraisal.

#### Section 4. Longevity Calculation

- (a) Longevity is an increase of 3% to a bargaining unit member's base annual salary.
- (b) A longevity will be awarded on the bargaining unit member's adjusted longevity date for the following years served in the county on a full-time basis: at and after 10, 15, 20, 25 and 30 years of service.

#### Section 5. Other Payments

##### (a) Reimbursements

i. **Mileage:** The mileage allowance, in lieu of actual and necessary expenses, excluding tolls, meals, and lodging, if any, whenever use of personal motor vehicles on County business is authorized by the Employer, shall be indexed to the IRS code mileage provision. To be reimbursed for tolls, a receipt or statement must be provided.

ii. **Meals:** The County shall reimburse members for meals as follows:

1. **In County:** When working in Dutchess County for a Night Court Assignment or a County Legislative Committee meeting or a Legislative Board Meeting which ends after 7:00pm, dinner will be reimbursed up to \$10.00 with a receipt.

2. **Out of the County:**

**Breakfast:** If traveling out of the County and leaving prior to 7:00am, a unit member shall be entitled to breakfast which will be reimbursed up to \$7.50 with a receipt.

**Lunch:** If traveling out of County on County business between 11:00am - 2:00pm, a unit member will be entitled to up to \$10.00 with a receipt.

**Dinner:** If out of the county after 7:00pm for County business, a unit member will be entitled to up to \$20.00 with a receipt.

iii. **Notary Licenses:** The County shall reimburse or pay for unit members for fees required to maintain notary licenses.

iv. **CLEs/Qualified Courses or Seminars:**

Bargaining unit members shall be eligible to receive full reimbursement of approved qualifying continuing education charges or course fees and approved related expenses, provided that the continuing education is eligible to be used for maintenance of the employee's license.

An employee must request approval to his/her Department Head at least three (3) weeks in advance (when reasonable) of the commencement of the course.

The County retains the ultimate right to determine whether or not specific courses meet eligibility requirements and are within the County's budget.

### **Section 6. Parking**

All bargaining unit members will be provided with free parking within reasonable proximity to the worksite. Those with parking badges as of 7/1/16 will be allowed to keep them. Prior to any change in parking policies (such as location, number of badges), the County will provide reasonable notice to the Union and shall meet and discuss.

### **Section 7. Recoupment**

- (a) When employees or departments become aware of an overpayment, the Department of Human Resources and Finance shall be notified in writing. Notification shall include the name of the employee and the nature and duration of the overpayment.
- (b) The Department of Human Resources shall notify the Union by contacting the Union President. The Union shall be notified of the affected employees, the amount and the reason for the overpayment.
- (c) The Finance Department shall notify each employee in writing of the amount and reason or the overpayment and the payment or recoupment schedule to be followed. Payroll deductions will be used. Deductions shall be made at the rate of \$50.00 per payroll until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.
- (d) If the recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be taken from the employee's last paycheck.
- (e) If a recoupment schedule of \$50.00 per payroll represents an undue hardship to an employee, the employee may request to the Department of Human Resources that a lesser recoupment be taken. The decision of the Department of Human Resources on the request shall be final. Until the decision is made by the Department of Human Resources, there shall be no recoupment made by the Finance Department. In addition, notwithstanding anything to the contrary, an Employee may request a repayment amount in excess of \$50.00 per payroll.

## **ARTICLE VI**

### **Workday And Work Week**

#### **Section 1. Basic Work Week and Basic Work Period**

The basic work week for such employees shall comprise thirty five (35) hours, provided, however, that while no employee shall be eligible to receive overtime compensation, each Unit Head has the discretion to adjust the daily work schedule of an employee to take into account work performed outside of Office Hours.

#### **Section 2. Office Hours**

Excluding legal holidays, all offices shall be open for the transaction of business from 9:00 a.m. to 5:00 p.m., Monday through Friday.

### Section 3. Record of Attendance

Daily time records, in form determined by the County, showing actual time worked, as well as all types of leave and vacation time earned by each Employee, will be maintained by the County.

## ARTICLE VII Holidays, Vacations, Leaves

### Section 1. Holidays

- (a) Bargaining unit employees will be awarded a day off with pay for a holiday. Dutchess County officially recognizes twelve (12) holidays that authorize offices to be closed. As of January 1, 2017, the holidays are: New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day.
- (b) Holidays will be observed on an eligible employee's normal work day or if it falls on a Saturday will be observed the preceding Friday. Holidays that fall on a Sunday will be observed the succeeding Monday.
- (c) If additional days become official holidays with closed county office hours, these additional days will be deemed holidays under this benefit.
- (d) The County may unilaterally determine to remain open for the transaction of business on Lincoln's Birthday, provided it grants each unit member one (1) additional vacation day.
- (e) An Employee who is required to work on a holiday shall be paid at his or her normal rate of pay. Department Heads shall have the discretion to adjust the daily work schedule of an employee to take into account work performed on a Holiday.

### Section 2. Vacations

- (a) New Hires:
  - i. Bargaining unit members hired between January 1 and June 30 shall be allotted 2 weeks of vacation, accruing on their date of hire.
  - ii. Bargaining unit members hired between July 1 and December 31 shall receive no vacation days until the following year.
- (b) Current Employees:
  - i. Bargaining unit members shall be awarded 4 weeks of vacation per year on January 1. Unused vacation may be carried over to subsequent years.
  - ii. Commencing on January 1<sup>st</sup> following their 5<sup>th</sup> completed year with the County, Bargaining unit members shall be awarded 5 weeks of vacation per year on January 1. Unused vacation may be carried over to subsequent years.

- (c) Unit heads, in their discretion, will approve vacation time taking into consideration the following factors: (i) Request of the Employee; (ii) Needs of the Unit and (iii) Seniority.
- (d) Upon separation, retirement from the County or death while employed by the County, bargaining unit members will be paid the monetary value of accumulated unused vacation up to 45 days.

In the year of separation of service, the payout is as follows:

- Separating between 1/1 – 3/31: 25% of that year's vacation accrual plus previously banked time, up to a max of 45 days.
- Separating between 4/1 – 6/30: 50% of that year's vacation accrual plus previously banked time, up to a max of 45 days.
- Separating between 7/1 – 12/31: 100% of that year's vacation accrual plus previously banked time, up to a max of 45 days.

- (e) Vacation leave may be used in one (1) hour or half (1/2) day or whole day increments.

### Section 3. Sick Leave

- (a) Bargaining unit members shall be granted up to six (6) months at full pay for long term or catastrophic illness or disability, or injury covered pursuant to Workers' Compensation. Appropriate documentation from the attending physician shall be made available upon request.
- (b) Sick leave may be used, with reasonable discretion and with Department Head approval, for personal or family illness. Family shall be defined as means an Employee's spouse, dependent children, and parent.
- (c) Accruals of sick leave accumulated prior to becoming a unit member will be retained for the purpose of applying towards 41(j) upon retirement. Employees with balances in excess of six months may utilize the excess accruals should a long term illness occur. Once the excess accruals have been used, the employee will be placed on long-term disability.
- (d) A bargaining unit member will notify the Department's designee of their intent to take sick leave consistent with the Department's policy prior to the start of the work day. Personal illness and/or disability in excess of five (5) consecutive work days may require justification to the Department head and/or the County Executive. Sick leave in excess of 10 days/year may also require justification to the Department Head and/or the County Executive.
- (e) Sick leave may be used in one (1) hour or half (1/2) day or whole day increments.

### Section 4. Personal Leave

- (a) The purpose of personal leave is to permit Employees to attend to personal affairs that

cannot be accommodated during non-working hours. This provision will sunset at the end of the contract term: December 31, 2019.

- (b) Effective January 1, 2016 each Employee shall be entitled to three (3) personal leave days during each year of the contract. There shall be no carry-over of personal days from year to year. Employees who have, as of January 1, 2016, already used three (3) or more personal leave days will not be penalized, but under no circumstance does this Collective Bargaining Agreement confer more than three (3) total personal leave days to be used during the 2016 year.
- (c) Personal leave may be taken in minimum units of one hour.
- (d) Prior approval of personal leave must be obtained from the Unit Head. Approval or denial of personal leave shall be based upon the needs of the Unit for the services of the Employee. The nature of the Employee's personal business shall not be a factor.
- (e) For new or reinstated Employees, personal leave days shall be earned on the date of employment on a pro-rated basis from the date of employment through December 31st of that year.
- (f) When an Employee moves between departments in the bargaining unit, his accumulated personal leave credits shall be transferred with him.

#### **Section 5: Leave for Court and Jury Attendance**

When an Employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

#### **Section 6. Military and Other Leaves Required by Law**

A Unit Head shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law.

#### **Section 7. Workers' Compensation Leave**

An Employee who is absent from work because of occupational injury or disease, which results in an award of workers' compensation, shall be entitled to leave with full pay for the waiting period, which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of employment, then the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the County by the Employee.

A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the County and

the Employee, subject to the right of judicial review. Before allowing any such leave with pay, a Unit Head may require proof of the nature of the occupational injury or disease and proof of the Employee's inability to return to work during this initial period. In addition, a Unit Head may require a physical examination, paid by the County, as a condition precedent to the Employee's return to work. Should the examination not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. The purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.

An Employee on workers' compensation leave as approved by the Workers' Compensation Board shall not be deemed off the payroll for the purpose of the definition of the terms adjusted benefit or longevity dates as set forth in Article I hereof;

#### **Section 8. Leaves of Absence Without Pay**

The County Executive may, upon the request of the Employee and recommendation of a Unit Head, authorize a leave of absence, without pay, for a specified period of time not to exceed one year. All such leaves may, with the concurrence of the County, be terminated prior to their expiration.

#### **Section 9. Child Care Leave**

Upon the birth or adoption of a child, bargaining unit members shall be entitled to job-protected leave in accordance with the Family Medical Leave Act of 1993, as it may be amended from time to time. Bargaining unit members who are eligible for FMLA leave and elect such leave upon the birth or adoption of a child shall be required to exhaust available benefit time during the period of such leave. Additionally, upon the birth or adoption of a child, or upon the expiration of any exercised FMLA leave taken upon the birth or adoption of a child, Department Heads shall have the discretion to approve a consecutive, unpaid leave of up to three (3) months. When both parents are bargaining unit members, the leave may be split into two (2) separate non-concurrent blocks.

#### **Section 10. Emergency Fire/Disaster Leave**

Leave with pay shall be provided to duly appointed volunteer firefighters or members of volunteer ambulance rescue squads who must leave their jobs for an emergency, at the request of the commanding officer of the unit, or who are late for work because of involvement in a fire or rescue operation.

#### **Section 11. Bereavement Leave**

A bargaining unit member shall be granted (five) 5 consecutive working days off with pay at the time of death of an employee's spouse, parent, child. A bargaining unit member shall be granted three (3) consecutive working days off with pay at the time of death of an Employee's grandchild, grandparent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parent, step-child, step-brother, step-sister. Bargaining unit members shall be granted one (1) working

day off with pay at the time of death of an Employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law.

## ARTICLE VIII Health Insurance; Dental; Optical; Retirement And Disability Insurance Plans

### Section 1. Health Insurance

- (a) Bargaining unit employees shall be eligible for health insurance according to section (b). Coverage may be either on an individual or family basis, upon the election of the employee. Employees may choose from any of the available County plans, which are, as of July 1, 2016, MVP CoPlan 20+ and NYSHIP Empire or NYSHIP The Empire Plan.
- (b) Effective and retroactive to July 1, 2016, bargaining unit members hired before January 1, 2011 shall contribute 7.5% of the total annual insurance premium each year. Bargaining unit members hired after January 1, 2011 shall contribute 15% of the total annual insurance premium each year. Health insurance contributions shall be made pre-tax, unless the employee opts out in writing. Employees shall make their contribution of the total annual insurance premium in 24 equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.
- (c) Coverage begins the first of the month following the date of employment. In order for coverage to be effective, the employee must complete their application within 30 days of their date of hire. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.
- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.
- (e) The County, may, upon sixty (60) days written notice to the Union of its intention to do so, self insure, in whole or in part, any or all of the above-referenced health insurance plans or thereafter, change to a health insurance carrier, or change health insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.
- (f) The County reserves the right to review health insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

### Section 2. Health Insurance for Retired Employees and Surviving Spouses

- (a) Employees who retire from the County, are receiving retirement benefits from the New York State Retirement System and have the County retirement service credit years with

County government, shall have the option to elect contributory health insurance coverage from the County based on the following schedule:

County Service Years*	County Share of Coverage	
	Individual	Dependent/Spouse
10-14 years	50%	35%
15-19 years	60%	45%
20-24 years	70%	55%
25 & over	80%	65%

\*This number represents the retiree's years of service to the County in full time years. Part time employment will be pro-rated to reflect actual service.

- (b) Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. The County will pay 50% towards the cost of individual coverage. The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.

### Section 3. Dental Plan

- (a) Employees shall receive fully paid dental insurance under the Guardian Plan or one substantially equivalent. Coverage may be either on an individual or a family basis, upon the election of the employee.
- (b) The County reserves the right to review dental insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.
- (c) Coverage becomes effective the first of the month following employment. In order for coverage to be effective, the employee must complete their application within 30 days of their date of hire. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.
- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.
- (e) The County may, upon sixty (60) days written notice to the Union of its intention to do so, self insure, in whole or in part, any or all of the above-referenced dental plan or thereafter, change to a dental insurance carrier, or change dental insurance carriers

provided the benefits including the deductibles and co-pays remain substantially equivalent.

#### **Section 4. Optical Plan**

- (a) The County shall continue to provide a non-contributory optical plan for all full-time employees and their families substantially equal to the plan presently known as "CSEA Employee Benefit Fund Platinum Plan" or a plan substantially equivalent.
- (b) The County reserves the right to review optical insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.
- (c) Coverage becomes effective the first of the month following employment. In order for coverage to be effective, the employee must complete their application within 30 days of their date of hire. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.
- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.
- (e) The County, may, upon sixty (60) days written notice to the Union of its intention to do so, self insure, in whole or in part, any or all of the above-referenced optical insurance plans or thereafter, change to a optical insurance carrier, or change optical insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

#### **Section 5. Retirement Plans**

The County shall continue to participate in the retirement plan provided in Sections 75-g and 41(j) of the New York State Retirement and Social Security Law. In addition, the County shall continue to participate in a retirement plan provided in Section 60(b) of the New York State and Social Security Law. The County will offer a retirement plan pursuant to Section 75(i) of the New York State Retirement and Social Security Law.

#### **Section 6. Health Insurance Buy-Out**

- (a) An Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buy-out for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter an Employee may continue to apply for the buyout if that Employee would otherwise be eligible for health insurance.

- (b) In the event that the employee has not been enrolled in a family plan for 24 months but has been continuously receiving health care insurance benefits for the prior 24 month period (either in an individual plan or in a combination of the time in an individual plan and family plan for 24 months continuously) then the buyout will be awarded at the individual rate.
- (c) An Employee, deemed eligible under (a) above, may exercise the health insurance buyout by submitting an application to the County at the time of termination of coverage, along with proof of alternative non-County health insurance coverage. No award shall be made in the year in which application is made (i.e., coverage is dropped in June of 2015, the buyout will be applicable in the calendar year 2016). The application shall be as prescribed by the County.
- (d) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.
- (e) Each Employee who exercises the health insurance buyout shall be paid \$1,250.00 for an individual plan, and \$2,500.00 for a family plan for the health insurance plans available pursuant to this Agreement.
- (f) Payment shall be made between December 1<sup>st</sup> and December 15<sup>th</sup> of each year for the current year. If an Employee leaves County employment before December 15<sup>th</sup>, he shall receive a buyout payment pro-rated on a monthly basis for the appropriate period.
- (g) An employee who has elected the health insurance buyout may rescind that election by presenting written proof of loss of health insurance coverage to the county. The Employee shall be eligible to apply for enrollment in an appropriate health insurance plan subject to the prescribed waiting period and the applicable health insurance contribution rate for that Employee. The Employee shall not be eligible for any buyout payment for that year.
- (h) Employees who elect this buyout and subsequently retire, shall have their buyout payments pro-rated on a monthly basis for the current year. Retirees are not eligible for the buyout. As is present practice, an Employee must have been enrolled in a County health insurance plan on the date of retirement to be eligible for Retiree Health insurance- Article VIII, Section 2.

**ARTICLE IX**  
**Right to Union Representation**

A bargaining unit member shall be entitled to request union representation when they are the potential subject of discipline and in accordance with the provisions of the Taylor Law.

## **ARTICLE X** **Miscellaneous**

### **Section 1. Curtailment of Services; Contracting Out**

- a) Curtailment of Services. In the event the County decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment.
- b) Contracting Out. The County will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the County determines it has a need to contract out services that would cause the layoff of Employees, the County and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the County may proceed with such contracting out.

### **Section 2. Deferred Compensation**

A plan for Employee participation in a deferred compensation program has been established by the County in accordance with, and subject to all necessary procedures and approvals required by federal and state agencies. The plan shall be administered by the Finance Department according to the rules and regulations prescribed by the State of New York.

### **Section 3. Direct Deposit**

- (a) The County provides a Paperless Direct Deposit process for all employees. Each employee must elect Paperless Direct Deposit of their entire net paycheck. Funds will be available in each designated account through ACH on each pay date. If an over or under payment occurs it will be corrected in the next paycheck.
- (b) Employees will be responsible for any bank charges as a result of insufficient funds or late transfer of funds.
- (c) Changes to a previously elected direct deposit option may be made at any time. The change will be effective within two (2) payroll cycles.

### **Section 4. Flex Plans**

- (a) Medical Plan Premium Conversion: The County will auto-enroll Employees who contribute toward their health insurance coverage to process the contribution on a pre-tax basis. Employees must submit a written request to the Risk Management Department within thirty days of date of hire, a qualifying event or the open enrollment period(s) to opt out of the program to then process contributions as post-tax deductions pursuant to the Internal Revenue Service rules and regulations.
- (b) Medical Expense Reimbursement Plan; the County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying non-reimbursed

medical expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable medical expenses.

- (c) **Dependent Care Spending Account Plan:** The county will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualified expenses for elder care, handicapped care and dependent care expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable expenses.
- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.

### **Section 5: Appointments, Promotions, Demotions, Re-Allocation, Reinstatement**

1. **New hires to the County – Salary appointments** can be made in 1<sup>st</sup> quartile of the salary grade range with Department Head approval, in 2<sup>nd</sup> quartile with approval of the Executive Office, and appointment beyond mid-point will require approval by the Legislature.
2. **Promotions:**
  - (a) If appraisal prior to promotion reflects 3 Effective performance, appointment will be made at minimum or new grade or employee will receive a 5% increase, whichever is higher, or
  - (b) If appraisal prior to promotion reflects 4 Highly Effective or 5 Outstanding Employee performance, appointment will be made at minimum of new grade or employee will receive a 6-10% increase, whichever is higher. Selection of percentage shall be at Department Head discretion based on employee's abilities and qualifications.
  - (c) If the promotion formula, when added to employee's current salary, brings the salary above mid-point in the scale, the salary must be approved by the County Executive.
  - (d) With the approval of the Department Head, promotional salaries may be established within the first quartile, up to the midpoint with Executive Office approval.
3. **Demotion:** is a change in the title to a lower designated salary grade.
  - (a) To a position in DSA previously held, or to which the employee is eligible for reinstatement, the new salary will be the higher of:
    - i. The salary last held, adjusted for any COLA awarded which affected the salary schedule, or
    - ii. The same relative position in the salary scale.
  - (b) To a position in DSA not previously held by the employee the new salary will be the same relative position in the new salary scale.
4. **Re-Allocation:** is a change in assigned salary grade for a position.
  - (a) For a downward re-allocation of salary grade, employees will be placed in the same relative position in the new scale as their placement in the previous/current. For example, if salary is midpoint of grade AG and was reallocated to AE, the salary would be mid-point AE.

(b) For an upward re-allocation of salary grade, employees will have their salary adjusted by the parameters of the promotion formula above.

5. **Reinstatement:** The salary for a reinstated employee will be the employee's previous salary or subject to the approval ranges for a new hire as described in 1 above.

## ARTICLE XI Labor Management Committee

The parties agree to establish a labor management committee to discuss ongoing labor relations issues. The Committee shall consist of three (3) members appointed by the Union, and three (3) members appointed by the County.

The Committee shall meet on an "as needed" basis at the request of either party. Either party shall have the right to convene the Committee no more than one time per month, except upon consent of the other party.

A written agenda shall be prepared by and provided to the other party no later than three (3) business days prior to the meeting.

## ARTICLE XII Collection of Dues

**membership Dues** - Upon the written authorization of the employee concerned and unless the employee subsequently revokes such written authorization, the Employer shall deduct membership dues from the employees' bi-weekly pay in the amounts certified to by the Association. The amounts so deducted shall be forwarded to the Association at regular intervals. The Union will provide an updated dues schedule to Human Resources each year.

**Agency Shop** - The Employer agrees, in accordance with Section 208.3 (b) of the Public Employees' Fair Employment Act, to deduct from the salary of an employee who is not a member of the Association, but who is represented by the Association for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Association, provided that the Association establish and maintain a procedure providing for the refund to any employee demanding the return of any part of such Agency Shop Fee in accordance with applicable law. **Deductions** - The County agrees to make payroll deductions for Union sponsored programs and other deductions as may be authorized by the employee and which the County is reasonably capable of making.

**Hold Harmless:** The County shall not be liable to any employee for any deduction made pursuant to this Section. The Union agrees to save and hold the County harmless, including legal fees and other reasonable and necessary expenses, against all claim whatsoever arising out of the deductions and transmittal of Agency Fees, regardless of the forum.

**ARTICLE XIII**  
**Grievance Procedure**

**Section 1. Definitions**

As used herein, the following terms shall have the following meanings:

- (a) "Grievant" shall mean an Employee or the Union alleging a grievance
- (b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, except that decisions regarding reclassification or reallocation shall not be subject to the grievance procedure.
- (c) "Immediate Supervisor" shall mean the Employee or Officer who the grievant reports to.
- (d) "Department Head" shall mean either the County Attorney or Public Defender as the case may be.
- (e) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by the immediate supervisor, Department Head or the County Executive.
- (f) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.
- (g) "In writing" or "filing" may include e-mailing.

**Section 2. STAGE 1**

- (a) The grievant must present his/her grievance at Stage I, in writing, to his immediate supervisor; within 20 days after the grounds for the grievance occur or the grievance shall be deemed time-barred and shall be rejected. In the case where the grounds for the grievance are continuing, relief may be applied retroactively only for 20 working days prior to the commencement of the grievance. Within 10 days after presentation of the grievance, the immediate supervisor shall render his/her decision in writing to the grievant or representative. The parties shall meet within ten (10) days of the filing of the grievance. If the grievance is not resolved at the meeting, the immediate supervisor shall render a decision 10 days after the meeting.
- (b) The grievance shall consist of a written statement signed by the grievant containing the name of the grievant(s), the specific article of this agreement alleged to be violated and a concise statement of the nature of the grievance, the facts related to it, including, without limitation, the date that it arose. A copy of the grievance shall be filed by the Grievant with the designee of the Department of Human Resources.

**Section 3. Stage 2 STAGE 2**

If the grievant is not satisfied with the determination of the immediate supervisor, the grievant may, within five (5) days thereafter, appeal the determination to the Department Head (if applicable). Within 10 days after the presentation of the grievance, the Department Head shall make a determination in writing to the grievant and the grievant's representative.

#### Section 4: Stage 3 STAGE 3

- (a) The grievant may appeal the determination of the Department Head within 10 days after such determination. The appeal shall be taken by submitting to the County Executive or designee, with a copy to the designee of the Department of Human Resources a written statement signed by the Association.
- (b) The County Executive may request the Department Head to submit within 10 days a written statement of facts, and the original or a true copy of any other record or document used by the Department Head in making his/her decision.
- (c) The County Executive or designee shall hold a hearing within 10 days after receiving the written request for review. He shall give at least 5 day's notice in writing of the time and place of such hearing to the grievant, and the Grievant's representative, if any, the Department Head, and the Commissioner of Human Resources, all of whom shall be entitled to be present at the hearing.
- (d) The hearing may be adjourned from time to time by the County Executive for a total of no more than 10 days, or by mutual consent of the parties.
- (e) The County Executive shall not be bound by the formal rules of evidence.
- (f) The County Executive shall make his report in writing within 10 days after the close of the hearing. He shall immediately file his report and send a copy of the same to the Association, the Commissioner of Human Resources, and the Department Head or the grievant's representative, if any. The report shall include a statement of the County Executive's finding of fact, conclusions and determination.

#### Section 5, Stage 4 STAGE 4

- (a) If the Association is dissatisfied with the decision of the County Executive, the Association may within 20 working days after receiving the determination, refer the grievance to arbitration by filing a written demand for arbitration with the Commissioner of Human Resources and the County Attorney. Arbitration under this section shall be referred to one of the arbitrators, who shall serve in rotation in the order named according to the procedure below:

Dennis Campagna  
Sheila Cole  
Howard Edelman  
Monte Klein

- (b) When a demand for arbitration has been filed with the County, representatives of the parties shall contact the next arbitrator scheduled to serve in order to arrange a hearing date. The parties have the option of contacting the next arbitrator in the event the selected arbitrator cannot provide a date within 60 calendar days.

#### **Section 6. The Arbitration Process**

(a) The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issue submitted. The arbitration award must be rendered within 30 calendar days after the close of the hearing unless otherwise mutually agreed to by the parties. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement, the decision of the arbitrator shall be final and binding upon both parties.

(b) The cost for the services of the arbitrator shall be borne equally between the County and the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

#### **Section 7. Waivers and Extensions of Time for Discussion and Hearings**

The time limitations for presentation and resolution of grievances as provided herein may be waived or extended by mutual agreement, in writing, of the parties involved.

### **ARTICLE XIV Implementation**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **ARTICLE XV Non-Discrimination**

The County and the Union shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of age, sex, race, creed, color, national origin, disability, marital status or arrest records.

### **ARTICLE XVI Savings Clause**

If any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any

decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

#### ARTICLE XVII

##### Scope

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices, between the County and the Union or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.

#### ARTICLE XVIII

##### Duration

Except as otherwise provided herein, this Agreement shall be July 1, 2016 through December 31, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY OF DUTCHESS

DUTCHESS STAFF ASSOCIATION

By: Marcus J. Molinaro, County Executive

By: James Hill, President

Appendix A

JOB TITLES

<u>GRADE:</u>	<u>TITLE:</u>
AD	Arrestment Attorney - Public Defender's Office
AE	Assistant County Attorney
AE	Assistant County Attorney—Dept of Community and Family Services
AE	Assistant Public Defender
AG	Senior Assistant County Attorney
AG	Senior Assistant County Attorney—Dept of Community and Family Services
AG	Senior Assistant Public Defender

**Appendix B  
Salary Ranges**

**Dutchess Staff Association - 2011 Salary Ranges**

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	53,870	59,981	59,981	66,091	66,091	72,203	72,203	78,313
AE	59,805	66,590	66,590	73,375	73,375	80,161	80,161	86,947
AG	73,918	82,280	82,280	90,641	90,641	99,003	99,003	107,366

**Dutchess Staff Association - 2012 Salary Ranges**

Increase: 0.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	53,870	59,981	59,981	66,091	66,091	72,203	72,203	78,313
AE	59,805	66,590	66,590	73,375	73,375	80,161	80,161	86,947
AG	73,918	82,280	82,280	90,641	90,641	99,003	99,003	107,366

**Dutchess Staff Association - 2013 Salary Ranges**

Increase: 0.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	53,870	59,981	59,981	66,091	66,091	72,203	72,203	78,313
AE	59,805	66,590	66,590	73,375	73,375	80,161	80,161	86,947
AG	73,918	82,280	82,280	90,641	90,641	99,003	99,003	107,366

**Dutchess Staff Association - 2014 Salary Ranges**

Increase: 2.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	54,947	61,181	61,181	67,413	67,413	73,647	73,647	79,879
AE	61,002	67,922	67,922	74,843	74,843	81,764	81,764	88,685
AG	75,396	83,925	83,925	92,454	92,454	100,983	100,983	109,513

**Dutchess Staff Association - 2015 Salary Ranges**

Increase: 2.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	56,046	62,404	62,404	68,761	68,761	75,120	75,120	81,477
AE	62,222	69,280	69,280	76,340	76,340	83,399	83,399	90,459
AG	76,904	85,604	85,604	94,303	94,303	103,003	103,003	111,703

**Dutchess Staff Association - 2016 Salary Ranges**

Effective 7/1/2016

Increase: 2.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	57,167	63,652	63,652	70,137	70,137	76,622	76,622	83,106
AE	63,466	70,666	70,666	77,867	77,867	85,067	85,067	92,268
AG	78,442	87,316	87,316	96,189	96,189	105,063	105,063	113,937

**Dutchess Staff Association - 2017 Salary Ranges**

Increase: 2.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	58,310	64,926	64,926	71,539	71,539	78,155	78,155	84,768
AE	64,735	72,079	72,079	79,424	79,424	86,769	86,769	94,114
AG	80,011	89,062	89,062	98,113	98,113	107,164	107,164	116,216

**Dutchess Staff Association - 2018 Salary Ranges**

Increase: 2.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	59,476	66,224	66,224	72,970	72,970	79,718	79,718	86,464
AE	66,030	73,520	73,520	81,012	81,012	88,504	88,504	95,996
AG	81,611	90,843	90,843	100,075	100,075	109,307	109,307	118,541

**Dutchess Staff Association - 2019 Salary Ranges**

Increase: 2.00%

Grade	First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
	Min	Max	Min	Max	Min	Max	Min	Max
AD	60,666	67,549	67,549	74,430	74,430	81,312	81,312	88,193
AE	67,351	74,991	74,991	82,633	82,633	90,274	90,274	97,916
AG	83,244	92,660	92,660	102,077	102,077	111,493	111,493	120,911

Appendix C:

ARRAIGNMENT ATTORNEYS

The following list is based on a two position Arraignment Attorney model.

**Work Week:** Weekends: 2 shifts, each day, Saturday, and Sunday for a total of 4 shifts per weekend.

Weekdays: 1 shift, each day, Monday through Friday for a total of 5 shifts.

Standard work week: 9 shifts per week; approximately 469 total shifts per year.

Shifts begin week 1 Monday at 5:00 PM and ends the following Monday of week 2 at 9:00 AM.

**Compensation:** Works every other week. Effective July 1, 2016, each employee will work approximately 234 shifts per year at the rate per shift indicated below:

<u>Year:</u>	<u>Rate per Shift:</u>
2011	\$250
2012	\$250
2013	\$250
2014	\$255
2015	\$260
2016	\$265
2017	\$270
2018	\$276
2019	\$281

Employees may cover for each other's full shifts as needed. In emergency situations only, where an employee is unable to finish the coverage of an assigned shift, the shift compensation will be pro-rated for each employee based on actual time on call.

If a two week orientation period is required by the Public Defender to be familiar with the courts in the County, then the employee will be paid a minimum hourly salary of AD (which is the minimum rate of AD divided by full-time work hours (1820 hours)) and work a Monday through Friday, 9 a.m. to 5 p.m. work week.

**Holidays:** When an employee is assigned to cover a shift that falls on the actual recognized holiday, the employee will be paid an additional \$100 for that shift.

Merit Increases: Ineligible for merit increases, but subject to annual performance appraisal.

Personal Jury Duty: No pay or leave conferred upon them.

Longevity: Ineligible for longevity payments.

Personal Time: No Personal Time

Sick Time: No Sick Time

Vacation: No Vacation Time

Bereavement: No Bereavement Leave

Meal Allowances & Mileage: No meal allowances or mileage during shift.

Reimbursements: No reimbursement for attending mandatory monthly meetings.

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

THE COUNTY OF DUTCHESS

AND

THE DUTCHESS STAFF ASSOCIATION (DSA)  
NYSUT, AFT, NEA, AFL-CIO

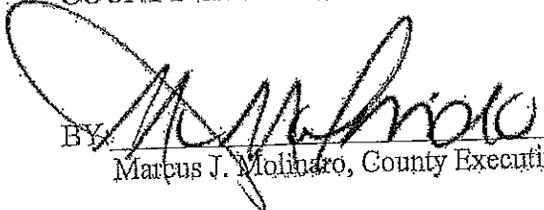
IT IS HEREBY STIPULATED AND AGREED TO BY AND BETWEEN THE COUNTY OF DUTCHESS AND THE DSA AS FOLLOWS:

1. The negotiating teams for the County of Dutchess and the Dutchess Staff Association (DSA) have negotiated a proposed Collective Bargaining Agreement regarding the terms and conditions of employment for the bargaining unit for the years 2016 through 2019, which is attached hereto and made a part hereof, and

2. This proposed Collective Bargaining Agreement represents the full understanding of the parties as to the terms and conditions of employment for the members of DSA, and its effect shall be subject to approval by the Dutchess County Legislature.

Dated: August 26, 2016

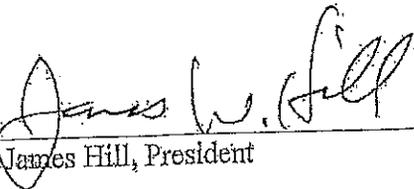
COUNTY OF DUTCHESS

BY: 

Marcus J. Molinaro, County Executive

Dated: August 25, 2016

DUTCHESS COUNTY STAFF ASSOCIATION

BY: 

James Hill, President

# 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*	absent	
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

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>	

2016246 RATIFYING THE 2016-2019 AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS STAFF ASSOCIATION (DSA), NYSUT, AFT, NEA, AFL-CIO AND AMENDING THE 2016 ADOPTED COUNTY BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS  
 Date: October 6, 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23  
 Absent: 0  
 Vacant: 0

Resolution:   
 Motion:

Total: 23 0  
 Yes No  
 Abstentions: 0

**2016246 RATIFYING THE 2016-2019 AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS STAFF ASSOCIATION (DSA), NYSUT, AFT, NEA, AFL-CIO AND AMENDING THE 2016 ADOPTED COUNTY BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS**

Date: October 11, 2016

RESOLUTION NO. 2016247

RE: AUTHORIZING SETTLEMENT FROM JUDGMENT & CLAIMS

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

WHEREAS, Iris Rodriguez brought an action against the County of Dutchess for injuries resulting from being struck as a pedestrian by a Dutchess County owned and operated bus, and

WHEREAS, Iris Rodriguez alleged that the County was negligent with regard to the operation of the bus, and

WHEREAS, the County Attorney has recommended that the case be settled for the sum of \$70,000 in satisfaction of all claims brought by Iris Rodriguez against the County of Dutchess, and

WHEREAS, it is in the best interest of the County to settle the matter, now therefore, be it

RESOLVED, that Commissioner of Finance is hereby authorized to pay the sum of \$70,000.00 from the operating funds (A.1910.12.4463 Judgments and Claims) for the settlement.

CA-127-16  
JMF:kh/L-5538  
09/1/16  
Fiscal Impact: attached.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10/13/2016

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 11th day of October 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 11<sup>th</sup> day of October 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 \$ 70,000

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

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

Identify Line Items(s):

A.1910.12.4463

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

Nature/Reason:

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

Net County Cost (this year): \$70,000

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

Additional Comments/Explanation:

This resolution authorizes the use of existing funds that were budgeted in the 2016 operating budget.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 9/1/16

# 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*	<i>absent</i>	
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

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>	

# Roll Call Sheets

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

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution:   
 Motion:

Total: 23      0  
                   Yes            No  
 Abstentions: 0

2016247 AUTHORIZING SETTLEMENT FROM JUDGMENT & CLAIMS

Date: October 11, 2016

RESOLUTION NO. 2016248

RE: QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE  
ASSESSED UNDER THE NAME OF BAGNALL ROBERT  
GRID: 133400-6260-02-658517-0000

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

WHEREAS, unpaid tax on property in the Town of LaGrange assessed to Bagnall Robert for the levy year 2011 and described as Grid No. 133400-6260-02-658517-0000 amounting to \$ 17,618.40 was placed on a List of Delinquent Taxes filed in the Dutchess County Clerk's Office on November 1, 2012 for the tax lien year of 2012, and

WHEREAS, Dutchess County instituted an in rem foreclosure proceeding, Index No. 2012/6396 to enforce the collection of delinquent tax liens for the levy year 2011 and the above property was not redeemed within the time prescribed by law, resulting in a judgment of foreclosure and a deed conveying title of the property to Dutchess County, which deed was recorded on in the Office of the Dutchess County Clerk, July 15, 2014, Document # 02 2014 4088, and

WHEREAS, the sum of \$63,000 was tendered to the Dutchess County Commissioner of Finance in payment of all right, title and interest which the County may have acquired in and to the above property by reason of the above deed, now, therefore, be it

RESOLVED, that the County Executive and Clerk of the Legislature be and they are hereby authorized, empowered and directed to make, execute and deliver in the name of the County of Dutchess and of the Legislature of said County, a quitclaim deed to the TOWN OF LAGRANGE at 120 Stringham Rd, Lagrangeville, NY 12540 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.

HS:CM:CEB/kvh  
R-0324-C5  
CA-139-16  
9/15/16  
Fiscal Impact: None

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 11th day of October 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 11<sup>th</sup> day of October 2016.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 10/13/2016

  
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*	<i>absent</i>	
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
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		
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District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution:   
 Motion:

Total: 23      0  
                   Yes           No  
 Abstentions: 0

2016248 QUIT CLAIM DEED, PROPERTY IN THE TOWN OF LAGRANGE ASSESSED UNDER THE NAME OF BAGNALL ROBERT GRID: 133400-6260-02-658517-0000

Date: October 11, 2016

RESOLUTION NO. 2016249

RE: RATIFYING THE 2016 – 2019 AGREEMENT BETWEEN  
DUTCHESS COUNTY, THE DUTCHESS COUNTY SHERIFF, AND  
THE DUTCHESS COUNTY POLICE BENEVOLENT ASSOCIATION,  
INC. AND AMENDING THE 2016 ADOPTED COUNTY BUDGET TO  
EFFECTUATE THE SALARY ADJUSTMENTS

Legislators FLESLAND, BORCHERT, MICCIO, BOLNER, TRUITT, THOMES, and SAGLIANO offer the following and moves its adoption:

WHEREAS, the negotiating teams for Dutchess County and the Dutchess County Police Benevolent Association, Inc. (PBA) have negotiated a proposed Collective Bargaining Agreement regarding the terms and conditions of employment for the bargaining unit for the years 2016 through 2019, and

WHEREAS, the PBA has ratified a Memorandum of Agreement which is intended to modify the 2011 – 2015 Collective Bargaining Agreement, and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto and made a part hereof, and

WHEREAS, the terms of the Memorandum of Agreement are incorporated into the Collective Bargaining Agreement and all other provisions of that Collective Bargaining Agreement remain unchanged except for modification of dates where applicable, and

WHEREAS, Dutchess County, the Dutchess County Sheriff, and the Dutchess County Sheriff's PBA shall execute a new Collective Bargaining Agreement for the years 2016 through 2019 which incorporates the terms of the Memorandum of Agreement, and

WHEREAS, a copy of the proposed 2016 – 2019 Collective Bargaining Agreement, as modified, is attached hereto, and

WHEREAS, it is now necessary to amend the 2016 Adopted County Budget to reflect the fiscal changes resulting from the ratification of the proposed Collective Bargaining Agreement, and

WHEREAS, the necessary budget amendments required to fulfill the intent of this resolution are set forth herein, below, now therefore be it

RESOLVED, that the Memorandum of Agreement and the proposed Collective Bargaining Agreement between Dutchess County and the Dutchess County Police Benevolent Association, Inc. (PBA) be ratified, and be it further

RESOLVED, that the County Executive or his designee is hereby authorized and empowered to execute and deliver the Collective Bargaining Agreement on behalf of the County in substantially the same form as that is attached hereto and made apart thereof, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered, and directed to amend the 2016 Adopted County Budget as set forth below.

APPROPRIATIONS

Increase

A.3110.25.1010	Positions	\$388,000
A.3110.25.8100	Payments to Retirement System	\$39,000
A.3110.25.8200	Payments to State Social Security	<u>\$16,000</u>
		<u>\$443,000</u>

Decrease

A.1990.4007	General Contingency	<u>\$443,000</u>
		<u>\$443,000</u>

CA-142-16  
CEN/kvh/P-1540  
09/30/16

Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10/13/2016

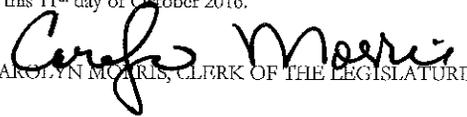
STATE OF NEW YORK

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 11th day of October 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 11<sup>th</sup> day of October 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 \$ 443,000

Total Current Year Revenue \$ \_\_\_\_\_

and Source  
General Contingency

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: \_\_\_\_\_

Net County Cost (this year):    \$443,000

Over Five Years:    \$3,438,531

#### Additional Comments/Explanation:

The fiscal impact includes the impact to overtime, shift differential, social security, and retirement. Overtime, shift differential are included in the increase to the 1010 line for 2016.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 09/24/2016

*MEMORANDUM OF AGREEMENT*

*By and Between the*

*County of Dutchess,  
Dutchess County Sheriff*

*And the*

*Dutchess County Deputy Sheriff's  
Police Benevolent Association, Inc.*

The January 1, 2011 through December 31, 2015 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable. The effect of these provisions shall be subject to approval by the Dutchess County Deputy Sheriff's PBA, and thereafter the Dutchess County Legislature.

1. *Term of Agreement.*

January 1, 2016 through December 31, 2019.

2. *Article IV, Compensation.*

Effective January 1, 2016, a new 6 Step salary schedule will be established for Deputy Sheriffs, eliminating current Steps 2, 4, 6, 8 and 9. The current Steps 3, 5, 7 and 10 will become new Steps 3, 4, 5 and 6 respectively. The new starting salary shall be 80% of the current Step 1 and will become the new Step 1. The new Step 2 shall be halfway between the new Step 1 and Step 3.

Deputies employed as of the date of final ratification will remain at their current step except as detailed below. Any Deputy Sheriff currently at Step 1 or Step 2 shall proceed through the alternate SN step schedule until they reach Step 3. On their third adjusted increment date, the Deputy shall move to Step 3 of the new salary schedule. All Deputies currently on Step 6 or above will be placed on Step 6.

The salary schedule for 2016 shall reflect an increase of 2.0% to the 2015 salary schedule and shall be paid retroactively to January 1, 2016.

The salary schedule for 2017 shall reflect an increase over the 2016 salary schedule of 2.0%.

The salary schedule for 2018 shall reflect an increase over the 2017 salary schedule of 2.0%.

The salary schedule for 2019 shall reflect an increase over the 2018 salary schedule of 2.0%.

The salary schedules for 2016, 2017, 2018 and 2019 are attached hereto.

Effective January 1, 2016, the salary schedules for Sergeant and Lieutenant shall be replaced with the following:

Sergeants shall receive a 15% differential over the top Deputy Step.

Lieutenants shall receive a 10% differential over the Sergeants.

Detective Sergeant shall receive a 3% stipend over Sergeant.

Detective Lieutenant shall receive a 3% stipend over Lieutenant.

3. *Article IV, Section 10, Detective, Civil Deputy and Plainclothes Employee Stipend.*

Effective January 1, 2016, the current detective stipend shall be replaced with a 6% stipend above the employees' then current base salary.

4. *Article IV, Section 9, Longevity Payment.*

Effective January 1, 2017, each longevity step shall be increased by \$100.00.

Effective January 1, 2018, each longevity step shall be increased by \$100.00.

Effective January 1, 2019, each longevity step shall be increased by \$100.00.

5. *Article IV, Section 2 (e), Salaries.*

Retroactive salary increases will be paid only to those employees who are on the payroll on the date of final ratification, or who had retired between January 1, 2016 and the date of final ratification, or any member that has, through continuous service, moved into a management position within the Sheriff's Department.

6. *Preamble.*

Change PBA address to 2046 Route 55, Suite 2, Poughquag, NY 12570; P.O. Box 4975, Poughkeepsie, NY 12602

7. *Article XII, Section 4 (b), Uniforms and Equipment.*

Modify that employees assigned to uniformed duty shall receive 3 short sleeve shirts, 3 long sleeve shirts and 6 pairs to pants as well as a new pair of boots or shoes annually. All other uniform equipment shall be replaced as needed.

8. *Article XII, Section 12, Flex 125 Plan.*

See attached.

9. *Article X, Section 1, Health Insurance for Current Employees.*

See attached.

10. All references in the Collective Bargaining Agreement to Personnel Department shall be changed to the "Department of Human Resources."

All references in the Collective Bargaining Agreement to Commissioner of Personnel shall be changed to "Commissioner of Human Resources."

11. *Article VII, Section 3, Direct Deposit.*

Modify current language as follows:

(a) The County provides a Direct Deposit process for all employees. Each employee must select Direct Deposit of their entire net paycheck by December 31, 2016. Funds will be available in each designated account through ACH on each pay date. If an over or underpayment occurs, it will be corrected in the next paycheck.

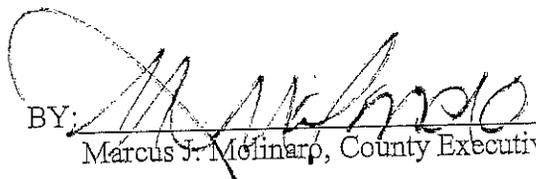
(b) Changes to a previously elected direct deposit option may be made at any time. The change will be effective within two payroll cycles.

12. *Article VIII, Overtime.*

Employees who work a detail that is reimbursable by a municipality within Dutchess County shall be paid for said detail and shall not be allowed to receive compensatory time.

Dated: September 28, 2016

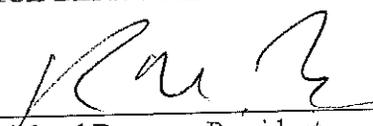
COUNTY OF DUTCHESS

BY: 

Marcus J. Molinaro, County Executive

Dated: September 28, 2016

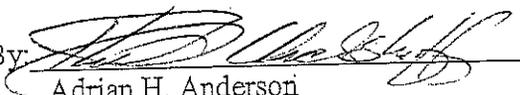
DUTCHESS COUNTY DEPUTY SHERIFF'S  
POLICE BENEVOLENT ASSOCIATION, INC.

BY: 

Richard Brenner, President

Dated: September 28, 2016

DUTCHESS COUNTY SHERIFF

By: 

Adrian H. Anderson

## Article X, Section 1. Health Insurance for Current Employees

- (a) Bargaining unit employees shall be eligible for health insurance according to section (b). Coverage may be either on an individual or family basis, upon the election of the employee. Employees may choose from any of the available County plans, which are, as of July 1, 2016, MVP CoPlan 20+ and NYSHIP Empire or NYSHIP The Empire Plan.
- (b) Every Employee hired on or after November 1, 1979 will contribute 20% of the premium cost of the Employer insurance plan applicable to the Employee and/or his/her family. The Employer shall pay 100% of the premium of such plan for Employees and their families hired before November 1, 1979. The Employee contribution shall be in 24 equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.
- (c) Coverage begins the first of the month following the date of employment. In order for coverage to be effective, the employee must complete their application within 30 days of their date of hire. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County
- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.
- (e) The County, may, upon sixty (60) days written notice to the Union of its intention to do so, self insure, in whole or in part, any or all of the above-referenced health insurance plans or thereafter, change to a health insurance carrier, or change health insurance carriers provided the benefits remain substantially equal.
- (f) The County reserves the right to review hospitalization for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.
- (g) The P.B.A. acknowledges that the Employer has established a Health Insurance Advisory Committee for the purpose of seeking effective and significant cost containment measures to control the rising cost of health insurance coverage. The parties agree that the P.B.A. shall be entitled to 1 member on the Committee and shall participate freely in all discussions and actions of the Committee. The P.B.A. agrees to support and implement all decisions collectively made by the Committee.

## Article XII, Section 12. Flex Plan

- (a) The Employer will offer a Flex 125 Plan to those Employees who contribute toward their health or dental insurance coverage, said Plan to be used to offset premium costs. The Employer will automatically process contributions as pre-tax deductions pursuant to the Internal Revenue Service Rules and Regulations unless the Employee opts out at time of hire or during the annual open enrollment period for the following year. Employees who have opted out, may only elect to participate in future years by option in during the annual enrollment period.
- (b) Continuation or modification of the flexible spending plan is subject to change depending upon Internal Revenue Service Rules and Regulations.



**BACKGROUND TO RESOLUTION 2016249**

**LABOR AGREEMENT BETWEEN**

**THE COUNTY OF DUTCHESS**

**AND**

**DUTCHESS COUNTY SHERIFF**

**AND**

**DEPUTY SHERIFFS' P.B.A., INC.**

**01/01/2016 - 12/31/2019**

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## **AGREEMENT**

THIS AGREEMENT, made as of the \_\_\_\_ day of October, 2016, by and between the SHERIFF OF THE COUNTY OF DUTCHESS, a public officer of the State of New York, having his principal office at 150 North Hamilton Street, Poughkeepsie, New York 12601 and the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to collectively as the "Employer" and respectively as the "Sheriff and the "County"), and the DUTCHESS COUNTY DEPUTY SHERIFFS' POLICE BENEVOLENT ASSOCIATION, INC., having its principal place of business at 2046 Route 55, Suite 2, Poughquag, NY 12570; PO Box 4975, Poughkeepsie NY 12602(hereinafter referred to as the "P.B.A.").

This Agreement incorporates by reference, as if more fully set forth herein, a certain Memorandum of Agreement entered into by and between the parties dated September 28, 2016, and a copy of which is contained herein as Appendix I.

### ***WITNESSETH:***

WHEREAS, it is the desire of the parties to this Agreement to negotiate collectively with regard to hours of work, wages, and working conditions in order to (a) promote a harmonious and cooperative relationship between government and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interest of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion, now, therefore, it is mutually agreed by and between the parties as follows:

ARTICLE I  
DEFINITIONS

The following words and terms as used in this Agreement shall have the following meanings:

"Adjusted Benefit Date" means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

"Adjusted Longevity or Increment Date" means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects the eligibility dates for increment or longevity awards.

"County" means the County of Dutchess, and its units of government.

"County Executive" means the chief executive officer of the County as that office is defined and established in Article III of the Dutchess County Charter, or his designee

"Date of Hire" means the date on which an Employee is hired by the County.

"Employee(s)" means a member of the work force of the Employer who is duly appointed to one of the titles set forth in Appendix "A", annexed to and made a part of this Agreement, who works the basic work week set forth in Appendix "A".

"Employer" means the County and the Sheriff as co-employers pursuant to Article XIV of the New York State Civil Service Law.

"He" means she, pursuant to Section 22 of the General Construction Law.

"Sheriff" means the duly elected Sheriff of the County as that office is defined in Article XXIII of the Dutchess County Charter, or his designee.

"P.B.A." means the Dutchess County Deputy Sheriffs' Police Benevolent Association, Inc.

"Unit" means the Law Enforcement division within the Sheriff's Office.

ARTICLE II  
RECOGNITION

Section 1. Representation

The Employer agrees that the P.B.A. shall be the sole and exclusive representative of all Employees described in Article III for the purpose of collective bargaining and grievances for such period as provided by the Public Employees Fair Employment Law. For the purpose of representation, the Employer shall limit access to County property only to representatives of the P.B.A., except where required by law.

Section 2. Membership Dues

The Employer shall deduct from the wages of Employees who sign an authorization form permitting such payroll deductions and remit to the P.B.A. regular membership dues, initiation fees, and such other charges as may be determined from time-to-time by the Trustees of the P.B.A. subject to payroll capability.

Section 3. Agency Shop Fee

The County shall deduct from the wages of each Employee who is not a member of the P.B.A., an agency shop fee in accordance with the provisions of Section 208(3)(b) of the Civil Service Law. Such agency shop fee shall be deducted from the wages of such Employee within the first full payroll period after his date of employment. Agency shop fees shall be deducted and paid pursuant to the same procedures used in Section "2" of this Article, except that the County will separately designate, at the time of deduction, membership union dues and agency shop deductions. The P.B.A. shall establish and maintain a procedure providing for the refund to any Employee demanding the return of any part of the agency shop fee deductions which represent the Employee's pro rata share of the expenditures by the P.B.A. in aid of activities or causes only incidentally related to the terms and conditions of employment.

Section 4. No Strike Affirmation.

The P.B.A. affirms that it shall not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist

or participate in such a strike. It is further expressly agreed that the pledge herein recited is an essential element of consideration for this Agreement.

ARTICLE III  
COLLECTIVE BARGAINING UNIT

Section 1. Definition of Unit

The Employer agrees that the P.B.A. is the sole and exclusive negotiating representative for the Employees who are duly appointed to the titles listed in Appendix "A" annexed hereto and made a part of this Agreement.

Section 2. Modification of Unit

The definition of Unit may be modified during the term of this Agreement as follows:

(a) By operation of law, when:

(i) A title is abolished, or

(ii) A title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law, and the changed title is not deemed by the Employer to be managerial or confidential.

(b) By mutual agreement of the parties, pursuant to Article 14 of the Civil Service Law, when:

(i) A new title is created by the County pursuant to a classification proceeding authorized by Section 22 of the Civil Service Law, or

(ii) A title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law and the changed title is deemed by the County to be managerial or confidential.

Section 3. Amended Appendices

Updated Appendices "A" indicating modifications of the Unit as authorized above shall be provided by the Employer to the P.B.A. on a quarterly basis.

ARTICLE IV  
COMPENSATION

Section 1. Supporting Documents

Attached hereto and made a part hereof are the following documents:

- (a) Annual Salary Job Group Allocations (Appendix B)
- (b) Annual Salary Schedule for 2015 (Appendix C)
- (c) Annual Salary Schedule for 2016 (Appendix C-1)
- (d) Annual Salary Schedule for 2017 (Appendix C-2)
- (e) Annual Salary Schedule for 2018 (Appendix C-3)
- (f) Annual Salary Schedule for 2019 (Appendix C-4)
- (g) Longevity Schedule (Appendix D)
- (h) Rules for Administration for the Salary Plan (Appendix E)

Both parties agree to adopt these documents as part of this Agreement in the manner set forth below.

Section 2. Salaries.

Effective January 1, 2016, a new six (6) Step Salary Schedule will be established for Employees, eliminating current Steps 2, 4, 6, 8, and 9. The current Steps 3, 5, 7, and 10 will become the new Steps 3, 4, 5, and 6 respectively. The new starting salary shall be 80% of the current Step 1 and will become the new Step 1. The new Step 2 shall be half way between the new Step 1 and Step 3.

Deputies who are employed as of the date of final ratification will remain at their current step except as detailed below. Any Deputy Sheriff currently at Step 1 or Step 2 shall proceed through the alternate SN step schedule until they reach Step 3. On their third adjusted increment date, the Deputy shall move to Step 3 of the new salary schedule. All Deputies currently on Step 6 or above will be placed on Step 6.

- (a) The salary schedule for 2015 (Appendix C) reflects the base salaries pursuant to which the 2016-2019 salaries are calculated.

(b) The salary schedule for 2016 (Appendix C-1) reflects an increase over the 2015 Salary Schedule of two (2%) percent and shall be paid retroactively to January 1, 2016.

(c) The salary schedule for 2017 (Appendix C-2) reflects an increase over the 2016 Salary Schedule of two (2%) percent..

(d) The salary schedule for 2018 (Appendix C-3) reflects an increase over the 2017 Salary Schedule of two (2%) percent..

(e) The salary schedule for 2019 (Appendix C-4) reflects an increase over the 2018 Salary Schedule of two (2%) percent.

(f) Retroactive salary increases will be paid only to those Employees who were on the payroll on the date of final ratification, or who had retired between January 1, 2016 and the date of final ratification, or any member that has, through continuous service, moved into a management position within the Sheriff's Department.

(g) Effective January 1, 2016, the salary schedules for Sergeant and Lieutenant shall be replaced with the following:

Sergeants will receive a fifteen (15%) differential over the top Deputy Step.

Lieutenants shall receive a ten (10%) differential over Sergeant.

### Section 3 Differential Compensation

A work day will be broken into three work periods and Employees working other than the daytime work period (B line) will be recognized for pay purposes to be within the work period wherein over 60% of the working hours are set:

(a) B Line – 6:00 a.m. to 6:00 p.m. – the base rate established by the salary plan.

(b) C Line – 6:00 p.m. to 12:00 midnight – the base rate established by the salary plan for B Line personnel, plus 5%.

(c) A Line – 12:00 midnight – 6:00 a.m. – the base rate established by the salary plan for B Line personnel, plus 10%.

### Section 4. Daylight Savings, Eastern Standard Time Changes

When an Employee works the entire A Line shift in the Spring on the day Daylight Savings time is implemented, he shall be paid for 7 hours. When an Employee works the entire

A Line shift in the Fall on the day Eastern Standard time is implemented, he shall be paid for 9 hours.

Section 5. Emergency Call-Back Pay

An Employee called back to work after his regular work shift, or called in 4 or more hours before his regular work shift, shall be guaranteed a minimum of three (3) hours pay at time and one-half. Time worked after the guaranteed minimum shall be compensated at straight time or overtime, depending upon the total hours worked by the Employee for the week in question.

Section 6. Court or Grand Jury Pay

Time accumulated when an Employee is making a court or grand jury appearance related to his job duties during off-duty hours shall be considered in the computation of overtime. The minimum compensation for such appearance shall be 2 hours straight time in monetary pay.

Section 7. Increments

Increments based upon the annual increment structure, as reflected in Appendices "C-1" through "C-5", shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "8" of this Article IV, effective the first full pay period following the Employee's adjusted increment date.

Section 8. Annual Performance Appraisal

(a) The parties recognize that the Employer has implemented a comprehensive annual performance appraisal system. This system will be used as the basis for award or denial of increments, longevities, promotions, and other formal personnel action.

(b) The following are reasonable guidelines to be followed wherever practical in implementing the Annual Performance Appraisal System:

(i) The Employee's performance should be monitored throughout the appraisal year with the supervisor making notations periodically in the incident file on the Employee and providing the Employee with a copy simultaneously. These notations should be both of typical performance as well as unusual

incidents and should reflect the range of Employee performance, both good and bad.

(ii) Approximately 6 months into the appraisal year, the incident file should be reviewed against the previous appraisal to see how this year's performance compares to the previous appraisal. If performance is unsatisfactory or marginal, the Employee and supervisor should discuss the Employee's performance, noting any deficiencies in performance, and the supervisor should review the expectations of performance for the job. The supervisor should seek to resolve any environmental factors such as work flow, that may be hindering Employee performance. The "coaching" session should be followed up in writing so both the supervisor and Employee have a record of what was discussed.

(iii) 9 months into the appraisal period, the same procedure should be followed. The "coaching" session should review the previous session noting any improvements or declines in performance. The Employee should again be told of the expectations of performance for the job. In addition, the Employee should be told that unsatisfactory performance may result in denial of the merit increment. The "coaching" session should be followed up in writing so both the supervisor and Employee have a record.

(iv) 2 weeks prior to the Employee's anniversary date, the formal appraisal should be completed. The information from the incident file and the result of the two "coaching" sessions should be included. If the increment is denied, the Employee should be told where improvements in performance are needed.

#### Section 9. Longevity Payment

Longevity payments after 10, 15, 20, 25 and 30 years of service shall be paid, as set forth in Appendix "D", to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "8" above, effective the first full pay period following their

adjusted longevity date. If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent 6 months to determine if the longevity shall be implemented at that time.

Section 10. Detective, Civil Deputy and Plainclothes Employee Stipend

(a) Effective January 1, 2016 Employees duly designated, in the discretion of the Sheriff, to serve as a Deputy Sheriff Detective shall receive an annual stipend of six percent (6%) above the Employees' then current base salary. Employees duly designated to serve as Deputy Sheriff Detective Sergeants shall receive an annual stipend of 3% above the top step of Deputy Sergeant. Employees duly designated to serve as Deputy Sheriff Detective Lieutenants shall receive an annual stipend of 3% above the top step of Deputy Lieutenant.

(b) Each plainclothes deputy sheriff including detectives shall receive a yearly clothing allowance of \$580.00 payable in two equal installments on approximately January 1 and July 1 of each year.

Section 11. Canine Officers

All Employees assigned to the care and handling of a canine shall receive additional compensation as follows:

(a) For each calendar week that a canine is in the care and custody of an Employee, a sum of money equivalent to 4 hours of overtime, and

(b) For each calendar week that a canine is in the care and custody of an Employee, a sum of money equivalent to 10 hours of pay at the Federal minimum wage;

(c) Employees assigned under this Section shall be entitled to request equivalent compensatory time in lieu of payment pursuant to (a) above not to exceed a total of 40 hours annually;

(d) All Employees assigned under this Section shall be required to submit a Weekly Canine Report in the form set forth in Appendix "F".

ARTICLE V  
WORKDAY AND WORK WEEK

Section 1. Basic Workday and Work Week

The basic work week for Employees is 40 hours per week, 8 hours per day for five (5) consecutive days. No Employee will regularly be required to work a split shift.

Section 2. Road Patrol/Work Week, Work Schedule.

(a) The work week for bargaining unit employees assigned to the Road Patrol Division shall be five consecutive days with two consecutive days off. A schedule showing the assignments with the schedule of days off will be prepared by the Sheriff on an annual basis. The normal work day shall be eight hours. It shall include a paid 30-minute meal break and two 15-minute break periods during each tour of duty, with the time thereof to continue on its present basis.

(b) Road Patrol Tours of Duty. The tour of duty or shifts for road patrols will approximate the following schedule:

<b><u>A Line</u></b>	Supervisors	11:00 p.m.-	7:00a.m.
	Deputy Sheriffs	12:00 midnight-	8:00 a.m.
<b><u>B Line</u></b>	Supervisors	7:00 a.m.-	3:00 p.m.
	Deputy Sheriffs	8:00 a.m.-	4.00 p.m.
<b><u>C Line</u></b>	Supervisors	3:00 p.m.-	11:00 p.m.
	Deputy Sheriffs	4:00 p.m.-	12:00 midnight

(c) Assignments.

(i) The non-supervisory members of the bargaining unit assigned to the Road Patrol Division shall on an annual basis bid for all assignments to each of the three shifts based on seniority. This bid will be completed prior to the vacation bidding.

(ii) The number of individuals and available days off on Lines A, B and C shall rest solely with the Sheriff or his designee. A newly hired Deputy shall not be permitted to bid for their first eighteen (18) months of employment after completing MPTC training. During said eighteen (18) month period, assignments shall be at the discretion of the Sheriff.

(iii) In regard to all assignments, the Sheriff or his designee will retain the right to reassign individuals for just cause based upon reasonable criteria including, but not limited to, the following:

1. Disciplinary Problems
2. Training
3. Personality Conflicts Within the Shift
4. Improper Performance of Duty
5. Restricted or Light Duty
6. Need for Shifting Manpower

(d) Once assigned, road patrol members will follow the work schedule for that assignment.

(e) Vacancies in the Road Patrol Division. All vacancies shall be filled at the sole discretion of the Sheriff or his designee.

(f) Sergeants assigned to the road patrol may bid by seniority in rank for available days off as determined by the Sheriff or his designee. Lieutenants shall not participate in the bid process.

(g) Claimed violations of this Article shall not be subject to the grievance procedure, but may be appealed to the Sheriff or his designee.

### Section 3. Record of Attendance

Daily time records, in form determined by the Sheriff, showing actual time worked, as well as all types of leave and vacation time earned by each Employee, will be maintained by the Sheriff.

### Section 4. Off-Duty Work Assignments

All off-duty work assignments will be offered first to full-time Employees, and will not be offered to others unless a full-time Employee is unavailable.

## ARTICLE VI SENIORITY

### Section 1. Determination of Seniority

Seniority shall be determined by the Employee's length of service as an Employee in a position in the bargaining unit. The effective date of hire as a full-time Deputy Sheriff shall be used as the original date of employment. Seniority in rank shall be determined by the effective date of the Employee's full-time appointment to that rank. For the purpose of determining relative seniority between Employees who receive appointments to the rank of Deputy Sheriff on the same day, the Employee who receives the higher mark on the civil service examination shall be deemed to have the most seniority. Should the marks be tied, alphabetical order will control. For the purpose of determining relative seniority between employees who receive promotional appointments effective on the same day, the employee with the greater seniority in the department shall be deemed to have the most seniority.

### Section 2. Seniority List

A current seniority list showing the names, length of service department assignments and rank shall be furnished to the PBA on or about January 15. A copy of the list shall be maintained for inspection by members.

### Section 3. Loss of Seniority

An employee shall forfeit seniority rights only for the following reasons:

- (a) Resignation without reinstatement within one (1) year.
- (b) Dismissal without reinstatement.
- (c) Retirement.

### Section 4. Use of Seniority

Seniority shall determine preference for the purposes of selection of vacations, pass days and shifts consistent with Article V. In determining preference for the purpose of selection of vacations within a work period or division, the selection will be by seniority in rank.

ARTICLE VII  
PAYROLL

Section 1. Employees will be paid every two weeks.

Section 2. Copy of Payroll

The Employer will provide the P.B.A. with a copy of the last payroll in each calendar quarter as soon as it becomes available.

Section 3. Direct Deposit

- (a) The County provides a Direct Deposit process for all employees. Each Employee must select Direct Deposit of their entire net paycheck by December 31, 2016. Funds will be available in each designated account through ACH on each pay date. If any over or underpayment occurs, it will be corrected in the next paycheck.
- (b) Changes to a previously elected Direct Deposit option may be made at any time. The change will be effective within two payroll cycles.

ARTICLE VIII  
OVERTIME

Section 1. Time and One Half

(a) Overtime for all Employees is defined as all hours worked in excess of 40 hours per week. Overtime shall be compensated at the rate of 1 1/2 times the Employee's normal hourly rate of pay or compensatory time at the rate of 1 1/2 times the time worked. Employees will have a choice of whether to be paid in money or time. If compensatory time is chosen by the Employee, compensatory time must be taken within 12 months of the date on which it was earned, or the Employee will have the option to convert the time to vacation time or to be paid for it. If the Employee chooses to be paid, he must notify the department, in writing, at least 10 days before the time is due to expire. If no such notification is given, the compensatory time will convert to vacation time.

(b) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Sheriff or his designee.

(c) Compensatory time may also be earned at straight time. If compensatory time is earned at straight time rates, it shall be treated in all other respects as compensatory time in accordance with Sections (a) above and (d) below.

(d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.

(e) Employees who work a detail that is reimbursable by a municipality within Dutchess County shall be paid for said detail, and shall not be allowed to receive compensatory time.

#### Section 2. Hourly Rate Computation

The hourly rate for salaried Employees shall be computed by dividing the Employee's annual salary by the number of work hours in the year. The number of work hours in the current year shall be determined by calculating the number of weekdays, Mondays through Fridays, excluding Saturdays and Sundays, in the current year and multiplying times the basic full-time workday for the Employee's position.

#### Section 3. Holiday Work

An Employee who is required to work on a holiday shall be paid in accordance with the previous subsections in addition to a normal day's pay.

#### Section 4. In Lieu Day

Should a holiday fall on an Employee's normal day off, he shall be granted eight (8) hours of compensatory time in lieu of the holiday.

#### Section 5. Work Week Computation

For the purpose of Section "1(a)" of this Article, an un-worked holiday or approved paid leave in an Employee's normal work week shall be considered as time worked, except as hereinafter provided. Sick leave shall not be considered as time worked for overtime purposes, except when an Employee is required to work overtime (mandatory overtime). Where an

Employee submits a doctor's note to substantiate an illness which prevented him from performing his duties before overtime is worked or upon his first day back to work where the overtime was worked prior to the illness, sick leave shall be considered as time worked for overtime purposes.

Section 6. Overtime Pay Rate

Overtime shall be paid at the rate for the shift on which the Employee actually works the overtime.

Section 7. Distribution of Overtime

Overtime shall be rotated on an equitable basis among all qualified Employees within the Unit consistent with the most efficient operation of the Unit.

Section 8. Change of Work Hours

The Sheriff will not arbitrarily change the working hours of any Employee for the purpose of evading the overtime provisions of this Agreement.

Section 9. Line-Up Pay

(a) Employees shall receive line-up pay computed in accord with the overtime provisions of the contract, if worked. The County shall have no other liability for such payments whatsoever.

(b) Each Employee required to attend line-up on a daily basis shall receive additional compensation of Twenty-five (\$25.00) Dollars twice a year paid during the pay period of January 1 (for the preceding period of July 1 to December 31) and July 1 (for the preceding period of January 1 to June 30). Such compensation will cover any shortage of pay which may result due to the County's current method of payroll calculations limited to units of one-tenth (1/10th) of an hour. These semi-annual payments for line-up pay will be eliminated as soon as practicable after full implementation of the Financial Management System. The new Financial Management System will calculate time worked for line-up in one minute units. Line-up pay will be incorporated in each bi-weekly paycheck.

Section 10. Fair Labor Standards Act

The parties agree to administer this Agreement in accordance with any applicable provisions of the Fair Labor Standards Act. The parties acknowledge that the County is entitled to the partial overtime exemptions contained in 29 U.S.C. 207(k) which authorizes among other things, a 7 day, 43 hour work period. Nevertheless, the County shall pay the overtime rate for all hours worked in excess of 40 hours per work week, except in the case of line-up time which shall be paid as provided in Section "9" hereof.

ARTICLE IX  
HOLIDAYS, VACATIONS, LEAVES

Section 1. Holidays

Saturdays, Sundays and legal holidays are allowed as days off with pay. An Employee whose normal work week includes Saturdays and/or Sundays shall be granted 2 consecutive days off each week. Nothing in the Agreement shall be construed as preventing the County Legislature from granting Employees such additional days off with pay as it may lawfully authorize by resolution.

Paid holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday (Also known as President's Day)	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 2. Vacations

- (a) Employees shall earn vacation from their adjusted benefit dates as follows:
  - (i) 2 weeks of vacation after 1 year of service.

Employees with six months and one pay period of service will be advanced one week's vacation. After one year of service, the second week of vacation will be credited. If the Employee takes

vacation and leaves before one year has been reached, he will have one week's pay deducted from his salary. In addition, if an Employee does not take the week's vacation and leaves before one year has been reached, he will not be credited with a lump sum payment for the vacation.

- (ii) 3 weeks of vacation after 5 years of service.
- (iii) 4 weeks of vacation after 15 years of service.
- (iv) 5 weeks of vacation after 20 years of service.

(b) An annual vacation schedule shall be posted by the Sheriff's Office on or before December 1st of each year. Said schedule shall list all available vacation slots for the next calendar year by shift and title, according to the operational needs of the Sheriff's Office. Employees shall be canvassed by seniority for their requests for vacation. The completed vacation list shall be submitted to the Sheriff or his designee no later than December 15th. Vacation requests of no more than 3 weeks shall be honored on the basis of seniority. Any conflicts in scheduling shall be resolved in favor of the more senior Employee as determined by the most current seniority list, subject to the operational needs of the Sheriff's Office. A tentative vacation schedule shall be posted on January 3rd of each year. Employees may submit additional written vacation requests for up to an additional 2 weeks of vacation at that time. These requests must be submitted by January 12. Any conflict in selection of vacation time shall be resolved in favor of the more senior Employee as above. A final annual vacation schedule shall be posted on January 15th of each year. Once the final list is posted, an Employee's vacation cannot be displaced by a more senior Employee and cannot be denied except in the event of a riot, natural disaster or declared emergency. After January 15th, vacation requests shall be scheduled based upon the operational needs of the Sheriff's Office on a first come-first served basis.

(c) An Employee may utilize vacation credits in minimum units of one day. There shall be no restriction as to the amount of vacation time used by an individual Employee except as provided above. Employees shall be allowed to accrue vacation credits up to an amount not to exceed 45 days. Days accrued beyond that limit shall be converted to sick days.

(d) Employees shall retain any earned vacation benefits if they transfer between Units within the Employer's or the County's service.

(e) Upon death, retirement or separation from the Employer in good standing, Employees, or in the event of the Employee's death his designated beneficiary, will be paid the

monetary value of accumulated unused vacation time in an amount not to exceed the maximum as specified in subdivision (c) above. If an Employee dies while employed by the Employer or retires from service on other than his adjusted benefit date, the Employer shall pay the prorated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (c) above.

Section 3. Sick Leave

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose of this Section, immediate family means an Employee's husband, wife, children, mother or father. For the purpose of this Section, an Employee may use up to 80 hours sick leave from date of birth to care for an otherwise well newborn. Sick leave will be accrued for an Employee at the rate of 1 day for each month of continuous employment with unlimited accumulation. Sick leave may be taken in minimum units of one hour increments.

(a) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 1 hour prior to the Employee's normal time for reporting to work. Sick leave will not be paid if the Employee fails to provide notice as set forth above.

(b) Before absence for personal illness or disability in excess of two continuous days may be charged against accumulated sick leave credits, the Sheriff may require proof of illness or disability from a physician. The Sheriff may also require that an Employee be examined at Employer expense by a physician designated by the Employer. However, where an illness is of a "very personal nature", the Employer will accept and pay for an examination by the Employee's personal physician.

(c) If an Employee has used 6 days of sick leave during the course of a 12 month period, the Sheriff may require the aforementioned proof of examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness shall be required for a 6 month period from the last used sick day, if the Sheriff provides written notice that the Employee has exceeded the above limitation.

(d) The Sheriff may require that an Employee who has been absent because of personal illness or disability be examined by an Employer designated physician prior to his return to work. Said examination shall be scheduled and performed within 10 working days after the Sheriff receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the Sheriff, be required to return to work. This examination will be paid for by the Employer and is

intended to establish that the Employee is not disabled and can perform his normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.

(e) When an Employee changes Units within the Employer's or the County's service, his accumulated sick leave credits shall be transferred with him.

(f) Except as provided in (h) below, if an Employee's service with the Employer is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to Employer service in a permanent position within one year of his resignation, any sick leave credits canceled at the time of resignation will be reinstated.

(g) The Sheriff, upon the approval by the County Executive and County Legislature, may grant sick leave at half pay for personal illness to an Employee having not less than one year of service, after all of his sick leave and vacation credits have been used, subject to the provisions of Resolution No. 466 of 1973 entitled "Guidelines for Administration of the 1/2 Pay Sick Leave Policy for County Employees."

(h) Upon retirement or death while in County employment, an Employee or an Employee's estate, shall have the following options to be paid for accumulated sick leave:

1(a). Exercise the options pursuant to Section 41(j) of the New York State Retirement and Social Security Law;

(b). Receive a payment of one day for each two days accumulated for a maximum of 150 days paid for 300 days accumulated. An employee must have at least 150 days accumulated to exercise this option;

(c). An Employee with a minimum of 125 days of sick leave, up to a maximum of 300 days, may convert such unused sick leave at the rate of 75% to offset the Employee's share of retiree health insurance. Upon exhaustion of the value of the sick leave, the retiree shall pay his/her share of retiree health insurance. A surviving spouse of the retiree may utilize any unused balance to pay the surviving spouse's share of health

insurance. In no event shall a retiree who elects this option, or the surviving spouse, receive payment for unused sick leave. Retirement shall be deemed to mean separation from employment from the County and receiving a pension from the New York State Retirement System.

2. All payments and sick leave accruals under this provision shall be based on salary schedules in existence at the time of death or retirement.

#### Section 4. Sick Leave Bank

(a) The Employer and the P.B.A. will establish and jointly administer an Employee contributed sick leave bank. The purpose of the sick leave bank shall be to provide a source of sick leave for Employees who are victims of catastrophic, prolonged, and/or disabling illnesses and who have used all their accumulated benefit leave, provided they meet the qualifications for use of the bank.

(b) Each Employee shall be required to contribute two sick days initially to the sick leave bank. Thereafter, Employees shall be required to contribute equally up to two days annually as needed to maintain the sick leave bank at a level of at least 200 days. Contributions, if necessary, shall be made on January 1st and July 1st of each year. Employees shall not be required to contribute until after completion of one full year of County service and such Employees may not withdraw benefits from the sick leave bank until after the completion of one full year of County service.

(c) Employees who have exhausted all accumulated benefit leave and have been out of work for more than 30 days over the previous 12 months due to a chronic, prolonged, catastrophic and/or disabling illness or injury shall be entitled to withdraw leave from the bank as required.

(d) Employees shall not accumulate or earn additional sick leave while utilizing sick leave from the bank established herein.

(e) Employees with less than 5 years employment with the Employer shall be limited to 30 days per year from the sick bank. Employees with more than 5 but less than 10 years employment shall be limited to 60 days per year. Employees with more than 10 years employment shall be limited to 90 days per year.

(f) Requests for withdrawals from the sick leave bank shall be reviewed by a committee comprised of two individuals selected by the Employer and two selected by the P.B.A. A majority vote shall be required to approve any withdrawal. Any denial of a request for sick leave time shall be made in writing and shall set forth the reasons therefor.

(g) A written application for time from the sick leave bank shall be submitted to the committee by the Employee, or by a legally qualified relative or guardian. The application must be accompanied by a written statement from the Employee's physician verifying the medical need for continued absence. The committee may request an examination by a physician designated by the Employer at the Employer's request. Written application must be made within 10 days prior to the time benefit leave expires. The committee may waive this requirement for good cause. The committee shall render a written decision within 7 days of receipt of the application.

#### Section 5. Personal Leave

The purpose of personal leave is to permit Employees to attend to personal affairs that cannot be accommodated during non-working hours. Each Employee shall be entitled to four personal leave days during each year.

(a) Personal leave may be taken in minimum units of one hour.

(b) Prior approval of personal leave must be obtained from the Sheriff. Approval or denial of personal leave shall be based upon the needs of the Unit for the services of the Employee. The nature of the Employee's personal business shall not be a factor.

(c) For presently serving Employees four days personal leave shall be earned each January 1st. For new or reinstated Employees, personal leave days shall be earned on the date of employment on a pro-rated basis from the date of employment through December 31st of that year, except that new or reinstated Employees shall not be eligible to take personal leave days until 90 days after their hire, or successful completion of their probationary period, whichever comes first, unless they indicate the purpose of the request during that period of time.

(d) Unused personal leave hours shall be added to the accumulated sick leave of each Employee at the end of each year.

(e) When an Employee moves between Units within the Employer's or the County's service, his accumulated personal leave credits shall be transferred with him.

Section 6. Leave for Civil Service Examination; Interviews

Upon the request of an Employee, the Sheriff shall grant leave with pay for the purpose of taking a civil service examination, provided that the examination is for employment with the County and also cannot be scheduled during non-working hours. This Section shall apply to written, oral and performance tests, physical examinations and reviews. Employees called for an interview for possible inter-departmental transfer within the County service will be allowed time off with pay for such purpose.

Section 7. Leave for Court and Jury Attendance

When an Employee is officially summoned to be present at the court house for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

Section 8. Military and Other Leave Required by Law

The Sheriff shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law.

Section 9. Workers' Compensation Leave

(a) An Employee who is absent from work because of occupational injury or disease not covered by General Municipal Law § 207-c, which results in an award of workers' compensation, shall be entitled to leave with full pay for the waiting period which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of employment, then the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the Employer by the Employee. A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the Employer and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, the Sheriff may require proof

of the nature of the occupational injury or disease and proof of the Employee's inability to return to work during this initial period. In addition, the Sheriff may require a physical examination, paid by the Employer, as a condition precedent to the Employee's return to work. Should the examination not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the Employer, be required to return to work. The purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees. An Employee on workers' compensation leave as approved by the Workers' Compensation Board shall not be deemed off the payroll for the purpose of the definition of the term adjusted increment, benefit and longevity date as set forth in Article I hereof.

Section 10. Leave of Absence Without Pay

The Sheriff or his designee may authorize a leave of absence, without pay, for a specified period of time not to exceed one year. All such leaves may, with the concurrence of the Employer, be terminated prior to their expiration.

Section 11. Child Care Leave

Upon request, immediately following birth or adoption of a child, an Employee shall be granted a leave of absence without pay for a period of 6 months, which may be extended for an additional 6 month period upon approval of the Sheriff or his designee.

Section 12. Emergency Fire/Disaster Leave.

Leave with pay shall be provided to duly appointed volunteer fire fighters or members of volunteer ambulance rescue squads who must leave their jobs for an emergency, at the request of the commanding officer of the unit, or who are late for work because of involvement in a fire or rescue operation.

Section 13. Bereavement Leave

An Employee shall be granted 3 consecutive working days off with pay at the time of death in his family. For the purpose of this Section, the term "family" means an Employee's

husband, wife, parents, children, grandchildren, grandparents, brothers, sisters, mother-in-law, or father-in-law.

Section 14. Conference, Training Session Leaves

The Sheriff or his designee shall have full authorization and discretion to authorize attendance at in-service training sessions, conventions, meetings, educational courses and similar endeavors. No additional compensation shall be given for these activities, except that mandatory in-service training shall be compensated as provided in Article XII (10) of this Agreement.

ARTICLE X  
HEALTH INSURANCE, WELFARE TRUST FUND  
AND RETIREMENT PLANS

Section 1. Health Insurance for Current Employees

- (a) Bargaining unit employees shall be eligible for health insurance according to section (b). Coverage may be either on an individual or family basis, upon the election of the employee. Employees may choose from any of the available County plans, which are, as of July 1, 2016, MVP CoPlan 20+ and NYSHIP Empire or NYSHIP The Empire Plan.
  
- (b) Every Employee hired on or after November 1, 1979 will contribute 20% of the premium cost of the Employer insurance plan applicable to the Employee and/or his/her family. The Employer shall pay 100% of the premium of such plan for Employees and their families hired before November 1, 1979. The Employee contribution shall be in 24 equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.
  
- (c) Coverage begins the first of the month following the date of employment. In order for coverage to be effective, the employee must complete their application within 30 days of their date of hire. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is

receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.

- (d) Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.
- (e) The County, may, upon sixty (60) days written notice to the Union of its intention to do so, self insure, in whole or in part, any or all of the above-referenced health insurance plans or thereafter, change to a health insurance carrier, or change health insurance carriers provided the benefits remain substantially equal.
- (f) The County reserves the right to review hospitalization for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.
- (g) The P.B.A. acknowledges that the Employer has established a Health Insurance Advisory Committee for the purpose of seeking effective and significant cost containment measures to control the rising cost of health insurance coverage. The parties agree that the P.B.A. shall be entitled to 1 member on the Committee and shall participate freely in all discussions and actions of the Committee. The P.B.A. agrees to support and implement all decisions collectively made by the Committee.

## Section 2. Line of Duty Death

Should an employee suffer a performance of duty death, the surviving spouse and/or dependents may elect to continue to participate in the Employer's health insurance plans at no premium cost.

Section 3. Health Insurance Buyout

(a) An Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buyout for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter, an Employee may continue to apply for the buyout if that Employee would otherwise be eligible for health insurance.

(b) In the event that the employee has not been enrolled in a family plan for 24 months but has been continuously receiving health care insurance benefits for the prior 24 month period (either in an individual plan or in a combination of the time in an individual plan and family plan for 24 months continuously) then the buyout will be awarded at the individual rate.

(c) An eligible Employee, as defined in (a) and (b) above, may exercise the health insurance buyout by submitting an application to the County, during an open enrollment period designated by the County, along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County.

(d) Each Employee who exercises the health insurance buyout shall be paid \$1,250.00 for an individual plan, and \$2,500.00 for a family plan for the health insurance plans available pursuant to this Agreement.

(e) Payment shall be made between December 1<sup>st</sup> and December 15<sup>th</sup> of each year for the current year. If an Employee leaves County employment before December 15<sup>th</sup>, he shall receive a buyout payment pro-rated on a monthly basis for the appropriate period.

(f) An Employee who has elected the health insurance buyout may rescind that election by presenting written proof of loss of health insurance coverage to the County. The Employee shall be eligible to apply for enrollment in an appropriate health insurance plan subject

to the prescribed waiting period and the applicable health insurance contribution rate for that Employee. The Employee shall not be eligible for any buyout payment for that year.

(g) Employees who elect this buyout and subsequently retire, shall have their buyout payments pro-rated on a monthly basis for the current year. Retirees are not eligible for the buyout.

Section 4. Health Insurance for Retired Employees

(a) Employees who retire from the County, are receiving retirement benefits from the New York State Retirement System and have the County retirement service credit years with the County government, shall have the option to elect contributory health insurance coverage from the County based on the following schedule:

<b>County Service Credit Years</b>	<b>County Share of Coverage</b>	
	<b>Individual</b>	<b>Dependent</b>
10-14 years	50%	35%
15-19 years	60%	45%
20-24 years	70%	55%
25 years or more	80%	65%

(b) Spouses receiving health insurance coverage through a retired Employee may elect to continue such coverage at the time of the Employee's death. The County will pay 50% of the cost of the individual premium. In the event the surviving spouse also elects dependent coverage, such surviving spouse shall be responsible for 100% of the additional premium cost. This benefit is effective for employees who retire after January 1, 2011.

Section 5. P.B.A. Welfare Trust Fund

(a) The Employer shall pay the sum of \$95.00 per month for each Employee to the P.B.A. Welfare Trust Fund. The monies so paid to the Welfare Trust Fund shall be used solely for the purchase of insurance which shall be designated by the Trustees of the Welfare Trust

Fund for any and all members of the Unit and such benefits shall be applied equally to each Employee.

(b) No Employee shall be discriminated against with regard to receipt of benefits from the Welfare Trust Fund, it being understood that the insurance carriers involved shall be solely responsible for determining eligibility.

(c) The P.B.A. shall indemnify and hold the Employer harmless regarding any claims and suits pertaining to the Welfare Trust Fund, including legal fees and other expenses and costs incurred in defending such claims and suits in any forum, and any judgments or awards resulting therefrom. The Employer's sole obligation under this Section is to make the payments provided herein to the P.B.A. Welfare Trust Fund.

#### Section 6. Retirement Plans

The Employer will continue to participate in the retirement plan provided in Sections 75-I, and 41(j) and Article 14-B 25 year Special Retirement Plan for Deputy Sheriffs Engaged in Law Enforcement Activities of the New York State Retirement and Social Security Law. In addition, the Employer shall continue to participate in a retirement plan provided in Section 60(b) of the New York State Retirement and Social Security Law. The Employer will continue to provide benefits to those Employees eligible under Section 89-a of the New York State Retirement and Social Security Law and special retirement option Section 89-p.

### ARTICLE XI DISCIPLINARY SUPPLEMENTS

#### Section 1. Civil Service Law Section 75 Supplement

Notwithstanding the requirements of Civil Service Law §75, the parties agree to the following supplements:

(a) "Disciplinary Proceeding" shall mean an administrative proceeding conducted by the Employer charging an Employee with misconduct or incompetence, including, but not limited to, a proceeding pursuant to Civil Service Law §75.

(b) Any Employee who is the potential subject of disciplinary action shall have the right to have present during any period of interrogation, an attorney and/or a member of the P.B.A. grievance committee. The Employee shall be given a reasonable opportunity to obtain

the presence of an attorney or P.B.A. representative. No Employee who is the potential subject of a disciplinary investigation shall be interrogated unless and until the Employee is provided with sufficient information to reasonably apprise the Employee of the potential charges and specifications. The Employee shall be informed of the name of the officer or officers in charge of the investigation. The interrogation shall normally be held during the Employee's tour of duty. In the event that such interrogation does not occur during the Employee's tour of duty, then the Employee shall be compensated according to the terms of this Agreement. The investigation shall normally take place at the Sheriff's Office at 150 North Hamilton Street, Poughkeepsie, New York or a substation. Home contacts of Employees who are the subject of a disciplinary investigation for the purpose of interrogation are prohibited unless there is an ongoing criminal investigation.

(c) Each Employee shall be entitled to respond in writing to any complaint made against him and such response and any documentary evidence in support thereof shall be made a part of the investigation file.

(d) Employees shall be advised of the outcome of any disciplinary investigation against them whether or not charges are instituted.

(e) Notwithstanding any other provision of law, no disciplinary proceeding shall be commenced more than 6 months after the occurrence of the last alleged infraction, incompetence or misconduct complained of unless an Employee has been counseled regarding the subject matter of the offense during that period in which event the limitations period is 18 months. The limitations periods set forth herein commence on the date of discovery by the Employer or the date when the Employer should have known of the alleged infraction, incompetence or misconduct, whichever is earlier. Disciplinary action shall be considered instituted upon the service of written charges and specifications.

(f) Employees subject to disciplinary charges shall receive a written bill of particulars, as defined in the Criminal Procedure Law, at least 10 days prior to any hearing. Disputes as to deficiency and propriety of such bill of particulars shall be resolved by the hearing officer.

## Section 2. Alternative Disciplinary Procedure

Nothing in this Article will prevent the parties from resolving a disciplinary matter prior to the formal service of Civil Service Law Section 75 charges.

ARTICLE XII  
MISCELLANEOUS

Section 1. Tuition Payments

The Employer agrees to reimburse tuition payments at Dutchess Community College, BOCES, local high school evening divisions, public secondary institutions, or at any college or university if the course is not available at Dutchess Community College or if the Employee is matriculated at such college or university, for Employees who have taken and successfully complete job-related courses which will improve the skills of such Employees. Reimbursement shall be subject to approval of a committee composed of the Sheriff, plus two members of management appointed by the Sheriff and two Employees appointed by the P.B.A. All applications for tuition payment reimbursement shall be submitted on or before dates determined by the committee, which shall meet five times annually to review and act upon such applications. During each contract year, the total of all approved annual tuition payment reimbursements shall not exceed \$9,500.00. To be eligible for payments hereunder, an Employee must have completed the requisite probationary period.

Section 2. Out-of-County Travel; Conference Attendance; Reimbursement

All out-of-county travel or attendance at conferences, in-service training sessions, or other meetings shall be subject to approval by the Employer or designee. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within 30 days after incurrence of the expense and upon approval by the Employee's supervisor. Allowance expenses include mileage, food, lodging, tools, conference and tuition fees. Receipts for all expenses except mileage are required. However, payment for meals may be made without a receipt in the following amounts: breakfast \$3.50; lunch \$5.00; dinner \$9.75. Time limits on meals will be as follows: breakfast – time of departure before 7:00 a.m., time of return after 11:00 a.m.; lunch – time of departure before 11:00 a.m., time of return after 2:00 p.m.; dinner – time of departure before 4:00 p.m., time of return after 8:00 p.m. The Employer will reimburse the Employee within 30 days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee.

Section 3. Mileage

Employees required and authorized by the Sheriff or his designee to use their personal vehicle on County business shall be reimbursed a mileage allowance payment of 26 cents per mile, upon submission of a voucher in acceptable form.

Section 4. Uniforms and Equipment

(a) Each new Employee assigned to uniformed duty shall receive an initial issue of uniforms and equipment as set forth in Appendix "G".

(b) Thereafter all Employees assigned to uniformed duty shall receive three (3) short sleeve shirts, three (3) long sleeve shirts, and six (6) pairs of pants as well as a pair of boots or shoes annually. All other uniform equipment shall be replaced as needed. All Employees assigned to uniformed duty shall receive 2 black turtleneck shirts.

(c) Each Employee shall be issued a service weapon which shall remain the property of the Employee upon retirement from service. On the date of retirement the Employee must be licensed to possess the service weapon.

Section 5. Promotion

In the filling of promotional vacancies, it is the Employer's policy to give primary significance to the Employee's performance appraisal. It is also the Employer's policy to give significant consideration to the length of service an Employee has given to the Employer, reserving to itself the right to make such promotional appointments in its own discretion.

Section 6. Work Locations

The Employer agrees to maintain all work locations in as safe and sanitary a condition as is reasonable and practicable taking into account the nature of the Employer's mission.

Section 7. Curtailment of Service; Contracting Out

(a) Curtailment of Services. In the event the Employer decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment. The Employer will abide by the Civil Service Law in the layoff of competitive class Employees. The Employer

will take seniority into consideration when it exercises its discretion in the layoff of other than competitive class Employees.

(b) Contracting Out. The Employer will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the Employer determines it has a need to contract out services that would cause the layoff of Employees, the Employer and the P.B.A. will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the Employer may proceed with such contracting out.

#### Section 8. Vehicle Maintenance

A vehicle maintenance schedule will be maintained providing for periodic safety checks including, but not limited to, brake inspection, wheel balancing and alignment, tire and steering checks.

#### Section 9. Firearms

Employees will be issued a firearm in good working condition. Employees may utilize their own personal firearm in lieu of the aforementioned with the permission of the Sheriff.

All Employees shall qualify with a firearm before being allowed to carry or to receive a firearm. After initial qualification, Employees shall be required to maintain qualification on a quarterly basis. The Sheriff will provide sufficient ammunition per Employee for monthly practice. Monthly practice will be mandatory with standards to be established by the Sheriff and the Range Officer and no such Employee will be exempt from such practice. For the purpose of this Section, firearm shall be defined as hand gun or shoulder weapon.

#### Section 10. In-Service Training

Employees will receive continuous documented in-service training as established by the Sheriff.

#### Section 11. Past Practice

The parties agree that the term "past practice" shall mean a condition of employment existing on or prior to the effective date of this Agreement, but not addressed by the terms of this Agreement, provided to an Employee or a group or class of Employees as a matter of practice by the Employer. The parties further agree that there shall be no past practices created after the effective date of this Agreement; that if a term or condition of employment is not addressed in this Agreement, it shall not be considered binding on the Employer.

#### Section 12. Flex 125 Plan

(a) The Employer will offer a Flex 125 Plan to those Employees who contribute toward their health or dental insurance coverage, said Plan to be used to offset premium costs. The Employer will automatically process contributions as pre-tax deductions pursuant to the Internal Revenue Service Rules and Regulations unless the Employee opts out at time of hire or during the annual open enrollment period for the following year. Employees who have opted out, may only elect to participate in future years by opting in during the annual enrollment period.

(b) Continuation or modification of the flexible spending plan is subject to change depending upon Internal Revenue Service Rules and Regulations.

#### Section 13. Flexible Spending Plan

(a) The Employer will continue to offer a flexible spending plan to Employees to be used to offset qualifying costs for dependent day care, elder care and handicapped care and effective January 1, 2002, non-reimbursed medical expenses by allowing Employees to convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable dependent care and non-reimbursed medical expenses. Employees must submit a written request to the Finance Department electing the option and authorizing the Employer to process their contribution as pre-tax deductions pursuant to the Internal Revenue Service Rules and Regulations.

(b) Future elections to a flexible spending plan may be made annually during an election period designated by the Commissioner of Finance, except that new Employees may elect to participate during a period specified by Internal Revenue Service Rules and Regulations.

(c) Changes in election must be made in conformance with Internal Revenue Service Rules and Regulations, or the Employee will assume responsibility for any and all penalties which may be assessed by the Internal Revenue Service.

(d) Continuation or modification of the flexible spending plan is subject to change depending upon Internal Revenue Service Rules and Regulations.

#### Section 14. Training Reimbursement

The following training reimbursement standards shall apply:

(i) If an employee leaves after his initial training within one year after his date of hire, he will have a reimbursement obligation for training costs (salary and tuition, travel expenses, meal expenses, etc.) to a maximum of \$7,000.00.

(ii) If an Employee leaves after his initial training within two years of his date of hire, he will have a reimbursement obligation for training costs (salary and tuition, travel expenses, meal expenses, etc.) to a maximum of \$3,500.00.

(iii) An Employee who receives two weeks or less of specialized training will have a reimbursement obligation of \$500.00 if he leaves within two months from the completion date of the training.

(iv) An Employee who receives more than two weeks of specialized training, will have a reimbursement obligation of \$1,000.00 if he leaves within nine months from the completion date of the training.

#### Section 15. General Municipal Law Section 207-c Procedure

(a) The application and benefit award process for General Municipal Law §207-c benefits is set forth in Appendix "H".

(b) As is the present practice, shift compensation shall not be paid to Employees receiving Workers' Compensation or §207-c compensation.

#### Section 16. Payments

Non-salary payments for reimbursements for travel, meals, uniforms and the like, previously paid by separate check will be paid through a payroll check.

ARTICLE XIII  
GRIEVANCE PROCEDURE

Section 1. Definitions

As used herein, the following terms shall have the following meanings.

(a) "Grievant" shall mean an Employee alleging a grievance.

(b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, or a past practice as limited in Article XII(11), except that decisions regarding reclassification or reallocation pursuant to Article XVI shall not be subject to the grievance procedure.

(c) "Immediate Supervisor" shall mean the Employee or officer on the next higher level of authority above the grievant in the Unit wherein the grievance exists, who normally assigns or supervises the grievant's work and approves his time record or evaluates his work performance.

(d) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by an immediate supervisor, the Sheriff or the County Executive.

(e) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.

Section 2. Declaration of Basic Principle

Every grievant shall have the right to present his grievance in accordance with procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to elect to be represented by a person of his own choosing, at no cost to the Employer, at all stages of the grievance procedure.

Section 3. Initial Presentation

(a) Grievant must present his grievance to his immediate supervisor, in writing, in accordance with paragraph (d) hereof, within 20 working days after the grounds for the grievance occur or the grievance shall be deemed time-barred and shall be rejected. In the case

where the grounds for the grievance are continuing, relief may be applied retroactively only for 20 working days prior to the commencement of the grievance.

(b) The immediate supervisor shall discuss the grievance with the grievant, make such investigation as he deems appropriate and consult with his superiors to such extent as they deem appropriate, all on an informal basis.

(c) Within five days after presentation of the grievance, the immediate supervisor shall make his recommendation and transmit same, in writing, to the grievant or his representative, and the Unit head.

(d) The grievance shall consist of a written statement signed by the grievant containing the following:

(i) The name, residential address, and department of employment of the grievant.

(ii) The name and department of employment of each other Employee or official involved in the grievance.

(iii) The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.

(iv) A concise statement of the nature of the grievance, the facts relating to it, including, without limitation, the time and date it arose.

#### Section 4. Second Stage

(a) If a grievant is not satisfied with the recommendation made by his immediate supervisor, he may, within 5 days thereafter, request a review and determination of his grievance by the Sheriff. Such request shall be made in writing and shall be served upon the Sheriff with a copy to the Department of Human Resources. Thereafter, and within 5 days after receiving such request, the Sheriff may request the immediate supervisor to submit a written statement of his information concerning the specific nature of the grievance and facts relating to it.

(b) The Sheriff may, and, at the request of the grievant shall hold an information hearing within 10 days after receiving the written request and statement from the grievant. The grievant, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.

(c) Within 10 days after the close of the hearing, or within 10 days after the grievance has been submitted to him if there is no hearing, the Sheriff shall make his recommendation in writing and serve the same on the grievant, the grievant's representative, if any, and the County Executive.

Section 5. Third Stage

(a) The grievant may appeal the recommendation of the Sheriff within 10 days after notice of such recommendation. The appeal shall be taken by submitting to the County Executive with a written statement signed by the grievant with a copy to the Department of Human Resources.

(b) The County Executive may request the Sheriff to submit within 10 days a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Sheriff in making his decision.

(c) The County Executive shall hold a hearing within 10 days after receiving the written request for review. He shall give at least 5 days' notice in writing of the time and place of such hearing to the grievant, or the grievant's representative, if any, and the Sheriff, all of whom shall be entitled to be present at the hearing.

(d) The hearing may be adjourned from time to time by the County Executive for a total of no more than 10 days, or by mutual consent of the parties.

(e) The County Executive shall not be bound by the formal rules of evidence.

(f) A written summary shall be kept of each hearing held and shall be provided to the P.B.A. upon request.

(g) The County Executive shall make his report in writing within 15 days after the close of the hearing. He shall immediately file his report and send a copy of the same to the grievant, or the grievant's representative, if any, and the Sheriff. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

Section 6. Fourth Stage

If the grievant is dissatisfied with the decision of the County Executive, the grievant may within 20 working days submit any grievance under this Agreement to binding arbitration under the rules of the American Arbitration Association, at equal expense to both parties.

Section 7. Waiver or Extension of Time; Time for Discussions and Hearings

(a) The time limitations for presentation and resolution of grievances as provided herein may be waived or extended by mutual agreement of the parties involved.

(b) No employee organization other than the P.B.A. will be allowed to initiate or represent a grievant in the processing of grievances.

(c) All proceedings pursuant to this Article shall be held, to the extent practicable, during regular working hours.

ARTICLE XIV  
P.B.A. RIGHTS AND OBLIGATIONS

Section 1. P.B.A. Representatives

The President of the P.B.A. (or the President's designee) shall be permitted to perform up to 12 hours per week on behalf of the P.B.A. for the conduct of P.B.A. business; the administration of the P.B.A.'s self-insured dental, life, disability and optical plans, and otherwise furthering the interests of the P.B.A. and its members. The performance in these capacities shall be deemed actual hours worked on duty. The hours included herein shall be scheduled in conjunction with the President's immediate supervisor.

Section 2. P.B.A. Delegates

Certain representatives of the P.B.A. shall be allowed time off with pay and without charge to accumulated leave time for the purpose of attending State P.B.A. meetings. The P.B.A. shall notify the Sheriff of the Employees designated as representatives. At least two weeks prior to a meeting, the P.B.A. shall notify the Sheriff, in writing, of the date, time, place and purpose of the meeting, and shall identify the individual representatives for whom time off is requested. The Sheriff reserves the right to deny the time off request with regard to any

individual Employee if the Sheriff determines that his presence is required for the proper functioning of the department. An aggregate total of 25 days shall be allowed per calendar year for this purpose.

Section 3. Personnel Changes

Upon receipt of the Personnel Change form the Employer will deliver one copy to the P.B.A.

Section 4. Job Specifications

Upon request, the Commissioner of Human Resources shall furnish to the P.B.A. President and the affected Employee, a copy of his class specification and duties under the job title in which he is employed. Every new Employee shall automatically receive a copy of said specification and duties upon hiring. In the event that any class specification is subsequently changed, each Employee so affected, will receive a copy of the change. Employees will not be required to work outside of their class specifications against their wish except in the case of an emergency.

Section 5. P.B.A. Notices

The P.B.A. shall have the right to post P.B.A. notices and other P.B.A. communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the Employer's right to remove partisan political material and other inappropriate material.

Section 6. I.D. Cards

The Sheriff will issue identification cards to all Employees which will contain at least the following: The Employee's picture, the Employee's job title, and the card's date of expiration. It shall be printed in a manner which shall be easy to read. Upon retirement, the Sheriff will issue a retiree identification card.

Section 7. Appointments

Background investigations will be completed before appointments are made.

Section 8. Investigations

It shall be the duty of Employees to cooperate fully and completely with departmental investigations of Employee performance. Failure to cooperate may in and of itself be the basis of a disciplinary action; however, the Employee shall be entitled to the following rights and privileges relative to proper disciplinary investigations:

(a) The Employee shall not be questioned relative to any specific complaint unless advised as to the nature of said complaint, and whether or not the Employee is being questioned as a witness or possible suspect of a disciplinary action.

(b) If an employee is suspect in a disciplinary action, the Employee will not be disciplined for failure to answer any questions unless allowed ample opportunity to consult with an attorney and/or P.B.A. representative.

Section 9. Orientation of New Employees

Subject to the operational needs of the Employer, the P.B.A. President or his designee shall have a reasonable amount of time to meet with each new Employee during orientation to discuss P.B.A. related matters.

Section 10. Copies of Collective Bargaining Agreement

Each current Employee and each new Employee shall be provided with a copy of this Agreement by the Employer. The P.B.A. President shall be provided with an additional 30 copies for use at the P.B.A. office.

Section 11. Personnel Records

(a) Each Employee shall have the right to see his office and/or County personnel record at any time upon at least one business day's written request and shall have the right to reply in writing to anything contained therein. Review of the record must be made in the presence of a Sheriff's designee. Any such reply must be inserted into the Employee's personnel record.

- (b) Upon receipt of a written request to the Sheriff, an Employee shall be furnished with a photostatic reproduction of any material in his personnel record at a cost of 25 cents per page.

ARTICLE XV  
MANAGEMENT RIGHTS

The Employer retains the right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by Employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge Employees for cause; to hire, lay off, assign, promote and determine the qualifications of Employees; to determine the starting and quitting time and the number of hours to be worked.

The rights of the Employer listed above are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the County. Any and all rights, powers, and authority the County had prior to entering this Agreement are retained by the County except as specifically and lawfully abridged, or modified by this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any official of the Employer, or in any way reducing or abridging such authority, but this Agreement shall be construed as requiring said officials of the Employer to follow the procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE XVI  
CLASSIFICATION AND ALLOCATION PROCEDURE

Section 1. Definitions

- (a) (1) Classification as defined in the Civil Service Law means and includes the process by which a Class Title is assigned to a set of specified duties and responsibilities.

(2) Reclassification is the process of changing the Class Title or Jurisdictional Class (assigned to a specific set of duties and responsibilities) to another Class Title in order to better describe the assigned duties and responsibilities.

(3) Reclassification may result in a change to a different Class Title allocated to a lower job group, the same job group or a higher job group.

(b) (1) Allocation is the process of assigning a new Class Title to a salary range.

(2) Reallocation is the process of assigning an existing Class Title to another salary range in order to effect more equitable and appropriate payment for the assigned duties and responsibilities.

(3) Reallocation may result in a change to a lower or higher salary range.

## Section 2. General

(a) All authorized positions covered by this Agreement shall be classified, in accordance with law, by the Commissioner of Human Resources using appropriate classification techniques as recommended by the New York State Department of Civil Service.

(b) All Class Titles covered by this Agreement shall be allocated to a job group in accordance with the Employer's system for position allocation, the application of which shall result in each Class Title being assigned to a specific job group (salary range), subject to Legislative approval, if required.

(c) The County reserves the right to reclassify or reallocate any title, subject to Legislative approval, if required, and notwithstanding any other provisions of this Agreement.

(d) No Employee shall be employed in or appointed to any title not appropriate to the duties to be performed as defined in the Class Specification for that title and interpreted by the Commissioner of Human Resources, except as provided by Section 61 of the Civil Service Law.

(e) The Commissioner of Human Resources shall discuss with the P.B.A. the criteria being used for classification, reclassification, allocation and reallocation decisions. The Commissioner shall receive and give serious consideration to any and all recommendations made by the P.B.A. with respect to such criteria.

Section 3.      Reclassification and Reallocation

(a)      Any Employee, after a reasonable attempt to discuss the matter with the Sheriff, may request in writing that the Department of Human Resources study the duties of the Employee's position in order to determine its proper Class Title and/or allocation (salary range). The Department of Human Resources shall initiate such study within 30 days of the receipt of the request, except in the event that a department-wide or occupational series-wide Classification and Allocation Survey covering the Employee's position is planned within the next 12 months. The Department of Human Resources shall complete an individual position review within 60 working days after the Employee submits the official form describing the duties and responsibilities to his supervisor.

(b)      Any Employee, after a reasonable attempt to discuss the matter with the Sheriff, may request a review of a specific duty to determine whether or not it is out of title work for the Class Title presently held by the Employee. Such request shall be submitted in writing to the Sheriff and the Commissioner of Human Resources. The Commissioner of Human Resources shall issue a determination within 15 working days of the receipt of such request.

(c)      The Sheriff may also request a review of a position or of a specific duty assigned to a position, or may request a department-wide or occupational series-wide Classification and Allocation Study. The Commissioner of Human Resources reserves the right to initiate any study he deems necessary notwithstanding any other provision of this Article. The Commissioner of Human Resources shall notify the P.B.A. of any surveys being initiated by him. The Department of Human Resources shall issue notice of proposed Reclassification or Reallocation to the Employees within six (6) months after the date the Department of Human Resources initiated the survey. Upon completion of a survey, the Commissioner of Human Resources shall provide a copy of the survey to the P.B.A. within 10 days.

(d)      No Employee whose salary is increased by such Reclassification or Reallocation shall have any claim against the Employer for the difference, if any, between the salary of the position under the old title and that of the new position under the new title for any period prior to the date such change in scale becomes legally effective.

(e)      Upon the finalization and adoption of a determination made pursuant to this Article, the matter will be closed for a minimum of 12 months or until there is a substantial

change in the duties and responsibilities of the position as determined by the Commissioner of Human Resources

Section 4.      Reclassification and Reallocation Appeals

(a) All appeals shall be conducted by the Commissioner of Human Resources in accordance with the New York State Civil Service Law and Dutchess County Rules for the Classified Civil Service. Any Employee may appeal a determination made by the Department of Human Resources. Employees making such appeal may be represented by the P.B.A. or by another person of their choosing. Employees and the P.B.A. are free to present any evidence in relation to an appeal to the Commissioner of Human Resources. The Commissioner shall notify Employees, at the time of Notice of Proposed Reclassification or Reallocation, of their right to appeal and of the proper procedure to make an appeal.

(b) An Employee who wishes to appeal a decision shall have 10 working days from the receipt of Notice of Proposed Reclassification or Reallocation to file a written request for such and the reasons therefor. The Commissioner of Human Resources shall then schedule the appeal within 20 working days. Upon hearing the appeal, the Commissioner of Human Resources shall issue his final determination within 10 working days and shall communicate such in writing to all affected parties. The final decision shall then be submitted to the Budget Director and the appropriate Legislative Committee for action at the next timely convened Legislative session.

Section 5.      Effective Dates

(a) The effective date of all classifications and reclassifications shall be determined by the Commissioner of Human Resources in accordance with law.

(b) The effective date of all allocations and reallocations shall be determined by the Legislature, if required by law.

ARTICLE XVII  
LABOR-MANAGEMENT COMMITTEE

There shall be a labor-management committee consisting of 3 representatives of the Employer and 3 representatives of the P.B.A. who shall meet at least monthly to discuss and make reasonable effort to recommend resolution of matters of mutual interest.

ARTICLE XVIII  
IMPLEMENTATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIX  
NON-DISCRIMINATION

The Employer and the P.B.A. shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of age, sex, nationality, race or creed.

ARTICLE XX  
SAVINGS CLAUSE

If any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

ARTICLE XXI  
SCOPE

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices (except past practices as defined in Article XII(11) of this Agreement), between the Employer and the P.B.A. or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms. The parties agree that any provisions of this Agreement may only be amended, modified or supplemented at any time by mutual written agreement of the parties. This provision shall not apply to any benefits which are, or may be, mandated by State or Federal Law.

ARTICLE XXII  
DURATION

Except as otherwise specifically provided in this Agreement, this Agreement shall be effective January 1, 2016 through December 31, 2019.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DUTCHESS COUNTY SHERIFF

\_\_\_\_\_  
ADRIAN H. ANDERSON  
Sheriff of the County of Dutchess

COUNTY OF DUTCHESS

DUTCHESS COUNTY DEPUTY SHERIFFS'  
POLICE BENEVOLENT ASSOCIATION, INC

By: \_\_\_\_\_  
MARCUS J. MOLINARO, County Executive

By: \_\_\_\_\_  
RICHARD BRENNER, President



## APPENDIX A

The following titles are in the bargaining unit:

	Hours
Deputy Sheriff	40
Deputy Sheriff-Civil	40
Deputy Sheriff Lieutenant	40
Deputy Sheriff Lieutenant-Civil	40
Deputy Sheriff Sergeant	40
Deputy Sheriff Sergeant-Civil	40

**APPENDIX B**  
**GRADE ALLOCATION**

TITLE	GRADE ALLOCATION
Deputy Sheriff	SN
Deputy Sheriff-Civil	SN
Deputy Sheriff Lieutenant	SQ
Deputy Sheriff Lieutenant-Civil	SQ
Deputy Sheriff Sergeant	SP
Deputy Sheriff Sergeant-Civil	SP

APPENDIX C

PBA YEAR 2015

**PBA January 2015 2.5%**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Average Increment
<b>SN (DS)</b>	55,946	57,492	59,226	61,143	63,252	65,548	68,034	70,713	72,481	74,292	2,038
<b>SO</b>	65,966	67,288	68,632	70,004	71,404	72,833	74,291	75,775	77,671	79,612	1,516
<b>SP (SGT)</b>	70,692	72,104	73,545	75,019	76,518	78,050	79,610	81,201	83,231	85,313	1,625
<b>SQ (LT)</b>	75,755	77,269	78,814	80,391	82,000	83,639	85,312	87,018	89,193	91,424	1,741
<b>SR</b>	81,178	82,802	84,458	86,147	87,870	89,628	91,420	93,248	95,579	97,968	1,866
<b>SS</b>	86,995	88,732	90,508	92,316	94,164	96,047	97,968	99,927	102,425	104,986	1,999

APPENDIX C-1

PBA YEAR 2016

**PBA January 2016 (compression - prior to COLA)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Average Increment	Longevity
SN (DS)	44,757	51,991	59,226	63,252	68,034	74,292	5,907	1,749
SN (DS) (Alternate)*	55,946	57,492					3,669	1,749
SP (SGT)	15%	85,436						2,046
SQ (LT)	10%	93,979						2,191

**PBA January 2016 2.00%**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Average Increment	Longevity
SN (DS)	45,652	53,031	60,411	64,517	69,395	75,778	6,025	1,749
SN (DS) (Alternate)*	57,065	58,642					3,743	1,749
SP (SGT)	15%	87,145						2,046
SQ (LT)	10%	95,859						2,191

\*Step schedule for those on Step 1 or Step 2 at date of ratification hired prior to date of ratification

APPENDIX C-2

PBA YEAR 2017

	2.00%						Average	Longevity
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Increment	
SN (DS)	46,565	54,092	61,619	65,807	70,783	77,293	6,146	1,849
SN (DS) (Alternate)*	58,206	59,815					3,817	1,849
SP (SGT) 15%	88,887							2,146
SQ (LT) 10%	97,776							2,291

\*Step schedule for those on Step 1 or Step 2 at date of ratification hired prior to date of ratification

APPENDIX C-3

PBA YEAR 2018

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Average Increment	Longevity
<b>PBA January 2018</b>			<b>2.00%</b>					
SN (DS)	47,496	55,174	62,851	67,124	72,198	78,839	6,269	1,949
SN (DS) (Alternate)*	59,370	61,011					3,894	1,949
SP (SGT)	90,665							2,246
SQ (LT)	99,732							2,391

\*Step schedule for those on Step 1 or Step 2 at date of ratification hired prior to date of ratification

APPENDIX C-4

PBA YEAR 2019

	PBA January 2019						2.00%	Average	Longevity
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Increment		
SN (DS)	48,446	56,277	64,108	68,466	73,642	80,416	6,394	2,049	
SP (SGT)	15%	92,478						2,346	
SQ (LT)	10%	101,726						2,491	

APPENDIX D \*  
LONGEVITY SCHEDULE

<u>Grade</u>	<u>Payment(s)</u>			
	<u>Effective 1/1/2015</u>	<u>Effective 1/1/17</u>	<u>Effective 1/1/18</u>	<u>Effective 1/1/19</u>
SN	\$1749	\$1849	\$1949	\$2049
SP	\$2046	\$2146	\$2246	\$2346
SQ	\$2191	\$2291	\$2391	\$2491

\*The amount set forth to be effective 1/1/2015, reflects the \$200 (two hundred dollar) increase at each grade level agreed to in the Memorandum of Agreement between the parties dated 2/5/15.

APPENDIX E  
Rules for the Administration of the Salary Plan

1. New Appointees: A new appointee appointed to a position in a class shall be paid the minimum rate paid for the class unless the Commissioner of Personnel, after consultation with the department head, shall certify to the County Legislature that it is impracticable to recruit at that particular time for the position at the then minimum salary. The County Legislature may then authorize recruitment at a higher step of the salary scale for such position. When an appointment is made at such increased minimum, all incumbents of such position receiving less than such recruiting rate shall have their salaries brought up to such rate of pay.
2. Temporary or Provisional Appointees: An employee who has been continuously employed under a temporary or provisional appointment shall, upon appointment on a permanent basis to a position with the same class title, be credited with the length of time as a provisional or temporary employee in determining the salary of his position.
3. Reassignments: There shall be no immediate change in the salary rate of an employee reassigned to a new position unless his salary is below the approved minimum of the new position. If any employee is reassigned to a position having a higher salary range than the class from which he was reassigned, such change shall be deemed to be a promotion and the legal provisions governing promotions will apply.
4. Reallocation: When an employee's position is reallocated or reclassified downward, the employee shall continue at the same grade and step, receiving increments and longevities as though no reallocation took place. New employees hired to this position shall be hired at the new and lower grade. When an employee's position is reallocated or reclassified (unless upward reclassification is deemed a promotion for Civil Service purposes, in which case the promotion rule is applicable), the employee shall be placed on that step of the new grade which is nearest to but higher than his present salary and shall be entitled to such annual increments and longevities which may be due.

5. Reinstatements: A reinstated employee shall be paid at a salary rate within the approved salary range for the position to which he is reinstated, but not in excess of the salary received at the time he vacated his position. If an appointment to a higher level position fails to mature into a permanent appointment and the employee is reinstated to his former position without a break in service, the employee shall be placed at the step he would have received had he remained in the former position and had the unit head awarded the increments in accordance with the annual review.
6. Temporary Assignment in Higher Grade Position: An employee assigned on a temporary or limited basis to a higher grade position shall receive the minimum of the higher grade position during such assignment unless his present rate of pay exceeds such minimum. Under such circumstances, the employee will be compensated in accordance with the procedure for promotion (Rule 3 above).

APPENDIX F  
Weekly Canine Report

The undersigned, having been assigned as a canine handler for the week commencing \_\_\_\_\_ and ending \_\_\_\_\_,

hereby certifies that I am entitled to no more than the hours provided in the Collective Bargaining Agreement and have completed all required training, grooming, care and maintenance.

Pursuant to the Collective Bargaining Agreement, I hereby request

\_\_\_\_\_ 4 hours of overtime compensation

\_\_\_\_\_ equivalent compensatory time

PLUS ten (10) hours to be paid at the prevailing minimum wage.

Dated: \_\_\_\_\_

APPENDIX G  
Initial Issue of Uniforms and Equipment

1. Uniforms

- 3 pairs pants
- 3 long sleeve shirts
- 3 short sleeve shirts
- 1 dress blouse
- 2 gray work uniform pants
- 2 gray long sleeve shirts
- 2 gray short sleeve shirts
- 2 black turtleneck shirts
- 1 raincoat
- 1 winter coat
- 1 wool sweater
- 1 bulletproof vest with inside and outside carriers
- 1 pair insulated gloves
- 1 pair shoes
- 1 pair waterproof work boots
- 1 Stetson hat
- 1 trooper-type winter hat (if it is a readily available stock item at regular retail)
- 1 pant's belt

2. Equipment

- 1 handcuff case
- 1 duty holster
- 1 double magazine holder
- 4 keepers
- 1 pair handcuffs
- 1 night stick
- 1 gun belt

APPENDIX H  
General Municipal Law Section 207-c Procedure

Section 1. Applicability.

Section 207-c of the General Municipal Law provides that any Deputy Sheriff of the Sheriff's Office who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment, shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased, and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness.

Section 2. Definitions.

As used herein, the following terms shall have the following meanings:

(a) "County" shall mean the County of Dutchess.

(b) "Sheriff" shall mean the Sheriff of Dutchess County.

(c) "Claimant" shall mean any sworn Deputy Sheriff of the County of Dutchess who is injured or taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment.

(d) "Claims Manager" shall mean a representative of the Director of Risk Management and the Sheriff who are charged with the responsibility of administering the procedures herein.

(e) "Section 207-c Benefits" shall mean those benefits which are provided by law including the full amount of the regular salary or wages and medical treatment and hospital care necessitated by reason of such injury or illness, health insurance, and contributions to the P.B.A. Welfare Fund.

(f) "Days" shall mean business days unless otherwise noted.

Procedures. The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 3. Application for Benefits

1. If a Claimant is injured or taken sick as a result of the performance of his duties, Claimant or Claimant's supervisor shall complete and file a written incident report with the

Sheriff or his designee within 24 hours of the injury or illness or discovery of the injury or illness. The written report shall be signed by Claimant, if able, and shall act as the application for requesting 207-c eligibility and benefits. Upon sufficient reason, a late application for 207-c benefits may be accepted in the discretion of the Sheriff, which shall not be unreasonably denied.

2. The incident report shall include, to the extent practicable, the following information:

- (a) the time, date and place of the incident;
- (b) a detailed statement of the facts surrounding the incident;
- (c) the nature and extent of Claimant's injury or illness;
- (d) the name of any possible witness(es) to the incident; and
- (e) the name and address of all of Claimant's treating physicians.

3. The initial determination of eligibility for 207-c benefits shall be made by the Sheriff or his designee and shall be made within 2 days of receipt of the completed application. The application shall be submitted to the administrative staff from the Law Enforcement Division. The administrative staff shall have the right to investigate the circumstances of the injury or illness. Claimant must cooperate with the investigation and provide all information, reports and documentation necessary for the county to determine the nature of the illness or injury or whether the Claimant was injured or taken ill in the performance of duty. Failure to cooperate may, in the discretion of the Sheriff, result in the suspension of benefits, which shall not be unreasonably denied.

4. Claimant shall begin receiving benefits immediately upon filing the application as provided in Section 3 of this procedure unless an initial determination that the Claimant is not entitled to benefits has already been made and the Claimant does not object. These benefits shall not be terminated or interrupted without the benefit of the procedures set forth in Section 10. The receipt of 207-c benefits shall not be deemed to be an admission that the Claimant is entitled to 207-c benefits.

5. If the Claimant is deemed ineligible for benefits, he shall be entitled to a hearing as described in Section 10. Claimant must file a request for an appeal with the Sheriff within 10 days.

6. The initial determination shall be mailed to Claimant and the Claims Manager within two business days after the determination is made.

7. There is a continuing obligation on the part of the Claimant to apprise the Sheriff of any changes in the information related to the incident.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to make a final determination of eligibility for 207-c benefits, subject to the dispute resolution procedure herein.

2. The Claims Manager shall have the authority to:

- (a) employ experts and specialists to assist in the rendering of the determination of eligibility;
- (b) require the production of any book, document or other record that pertains to the application or injury;
- (c) require the Claimant to submit to reasonable medical examinations;
- (d) require the Claimant to sign forms for the release of medical information that bears upon the application;
- (e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
- (f) do all that is necessary or advisable in the processing of said application.

3. Claimant has an affirmative obligation to cooperate in every way with the investigation conducted pursuant to this procedure. Failure to cooperate may, in the discretion of the Claims Manager, result in suspension of benefits subject to dispute resolution procedure contained in Section 10.

4. The Claims Manager shall mail a written copy of the final determination to the Claimant within ten days of the decision. The written copy shall set forth the reasons for the decision. Appeals from the decision of the Claims Manager shall be made within 10 days of the receipt of the decision by the Claimant.

Section 5. Medical Treatment

1. After the filing of an application, the Claims Manager may require a Claimant to submit to a reasonable number of medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render a final determination of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed physicians. Any Claimant who

refuses to accept such medical treatment or fails to cooperate with medical examinations shall be deemed to have suspended rights to benefits from that day forward, subject to Section 10.

2. Medical Reports – All physicians, specialists and consultants treating a Claimant shall be required to file a copy of any and all reports with the Claims Manager. Physician notes on Claimant's condition and ability to perform his job duties must be updated every thirty (30) days, unless the Claimant is deemed to be totally and permanently disabled. The Claimant shall execute all necessary releases and shall be responsible for the filing of said reports. Any report generated by the Claims Manager, or any agent of the Claims Manager, that pertains to a Claimant's case shall be made available for inspection after 10 days of receipt of the report by the County. A copy of any report shall be made available upon request.

3. Payment for Medical and Related Services – A Claimant must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment related to injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to incurring the expense.

4. No claim for surgical operations or physiotherapeutic procedures costing more than \$850.00 shall be paid unless required in an emergency or authorized in advance by the Claims Manager.

5. Bills for drugs, appliances or other supplies will require filing a copy of the prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were supplied as a consequence of the injury or illness upon which claim for benefits is based.

6. Any disputes pertaining to medical treatment shall be resolved pursuant to Section 10 of these procedures.

#### Section 6. Light Duty Assignments

1. Any Claimant receiving benefits who is not eligible for, or who is not granted, an ordinary or accidental disability retirement or retirement for disability incurred in performance of duty, or similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the Claimant's ability to perform light duty. Any Claimant deemed able to perform light duty by the Claims Manager may be directed by the Sheriff, in his

sole discretion, to perform such light duty for a specified period of time as determined by the Sheriff.

2. If possible, the light duty assignment shall be made to the Claimant's previously assigned shift.

3. If the Claimant returns to work in a light duty assignment within 6 months from the beginning of his leave, Claimant shall be given the same days off that he had when the leave commenced, unless otherwise agreed.

4. A Claimant who disagrees with the order to report for light duty may, within 48 hours after receipt of the order, appeal said order pursuant to Section 10 of these procedures.

5. Payment of benefits shall be discontinued to any Claimant who fails or refuses to perform light duty after exhaustion of the procedures contained in Section 10.

#### Section 7. Changes in Condition of Claimant

Each Claimant shall be required to notify the Claims Manager of any change in his condition which may enable him to return to normal duties or to be classified as eligible for light duty. This notice shall be made in writing within 48 hours of change.

#### Section 8. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every Claimant throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- (a) requiring claimant to undergo a reasonable number of medical examinations by physician or physicians chosen by the Claims Manager;
- (g) requiring Claimant to testify as to his current condition; and
- (h) requiring Claimant or any other involved parties to provide any documentation, books or records that bear on Claimant's case.

#### Section 9. Termination of Benefits

If, for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that a Claimant is no longer, or was never, eligible for benefits, the Claims Manager shall terminate such benefits effective the date of the

determination of ineligibility. Notice of such termination and the reasons therefor shall be served by mail upon the Claimant and the Sheriff. The Claimant, within ten (10) days after receipt of the notice of termination, may request a hearing to review the decision to terminate benefits. Pending a determination under this Section, the Claimant will continue to receive 207-c benefits. Any benefits paid to a Claimant who is later determined to have been ineligible for all or part of such benefits shall be refunded to the County as set forth in Section 10.

Section 10. Dispute Resolution

1. Except where otherwise specifically provided, Claimant shall file all requests for appeals to the Claims Manager in the appropriate form within ten (10) days from the receipt of notice of all contested claims or actions. Contested claims or actions shall be appealed to an independent hearing officer (arbitrator) selected on a rotating basis from a panel agreed to by the parties. If the parties cannot agree upon a panel, they shall select an arbitrator from the American Arbitration Association under its normal rules. The hearing officer's decision shall be final and binding on the County, Union and the Claimant, subject to Article 75 of the Civil Practice Law and Rules. The cost of the hearing officer shall be borne equally by the parties. Parties shall be responsible for the cost of their own attorneys and witnesses. Absent extenuating circumstances, the hearing shall be held within 30 calendar days of the filing of the appeal. If a hearing officer is unavailable within the 30 calendar day period, the parties agree to go to the next name on the hearing officer list. During the pendency of the disputed claim, the Claimant shall receive 207-c benefits subject to the following.

2. Absent extenuating circumstances, if the Union or the Claimant is unavailable within the 30 calendar day period, 207-c benefits shall cease at the end of the 30 calendar day period, at which time the Claimant may use accruals or receive Workers' Compensation benefits if eligible. If the Union or the Claimant adjourns the hearing, 207-c benefits shall cease, at which time the Claimant may use accruals or receive Workers' Compensation benefits if eligible.

3. If there is a medical dispute between Claimant's doctor and the County's doctor as to whether the Claimant is disabled or unable to perform his duties or if medical treatment is needed, the parties agree to submit the medical dispute to an arbitrator selected pursuant to Section 10(1).

4. If it is determined that Claimant is ineligible for 207-c benefits, the Claimant shall reimburse the County for any benefits advanced by way of charge to accruals. Claimant may also reimburse the County in the form of a check to the Commissioner of Finance. If the Claimant has insufficient accruals, Claimant shall reimburse the County for monies advanced by way of deduction within 150 calendar days.

5. The above procedure shall apply to all contested claims and issues, including initial determination, continued eligibility, medical treatment and medical ability to perform light duty.

#### Section 11. Coordination with Workers' Compensation Benefits

Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the County for periods during which a Claimant received 207-c benefits. If Claimant received any Workers' Compensation benefits which were required to be paid to the County, Claimant shall repay such benefits to the County, or such amounts due may be offset from his salary or any 207-c benefits thereafter. Upon termination of 207-c benefits, any continuing Workers' Compensation benefits shall be payable to Claimant.

#### Section 12. Discontinuation or Reduction of Salary and Wages or Other Benefits

1. Payment of all 207-c benefits shall be discontinued with respect to any Claimant who is granted an ordinary or accidental disability pension.

2. Payment of 207-c salary and wages shall be offset by any payments the Claimant receives from the Social Security Administration pertaining to his injury or illness, as required by law.

#### Section 13. Appeals

No dispute arising out of the application of this procedure or the construction of 207-c shall be subject to the grievance procedure. The appeal procedure herein shall be the exclusive remedy for resolving 207-c disputes.

#### Section 14. Affirmation

This procedure shall supersede all prior 207-c procedures. The parties agree that there will be no changes made to this procedure without negotiation between the parties.

*MEMORANDUM OF AGREEMENT*

*By and Between the*

*County of Dutchess,  
Dutchess County Sheriff*

*And the*

*Dutchess County Deputy Sheriff's  
Police Benevolent Association, Inc.*

The January 1, 2011 through December 31, 2015 Collective Bargaining Agreement by and between the parties is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable. The effect of these provisions shall be subject to approval by the Dutchess County Deputy Sheriff's PBA, and thereafter the Dutchess County Legislature.

1. *Term of Agreement.*

January 1, 2016 through December 31, 2019.

2. *Article IV, Compensation.*

Effective January 1, 2016, a new 6 Step salary schedule will be established for Deputy Sheriffs, eliminating current Steps 2, 4, 6, 8 and 9. The current Steps 3, 5, 7 and 10 will become new Steps 3, 4, 5 and 6 respectively. The new starting salary shall be 80% of the current Step 1 and will become the new Step 1. The new Step 2 shall be halfway between the new Step 1 and Step 3.

Deputies employed as of the date of final ratification will remain at their current step except as detailed below. Any Deputy Sheriff currently at Step 1 or Step 2 shall proceed through the alternate SN step schedule until they reach Step 3. On their third adjusted increment date, the Deputy shall move to Step 3 of the new salary schedule. All Deputies currently on Step 6 or above will be placed on Step 6.

The salary schedule for 2016 shall reflect an increase of 2.0% to the 2015 salary schedule and shall be paid retroactively to January 1, 2016.

The salary schedule for 2017 shall reflect an increase over the 2016 salary schedule of 2.0%.

The salary schedule for 2018 shall reflect an increase over the 2017 salary schedule of 2.0%.

The salary schedule for 2019 shall reflect an increase over the 2018 salary schedule of 2.0%.

The salary schedules for 2016, 2017, 2018 and 2019 are attached hereto.

Effective January 1, 2016, the salary schedules for Sergeant and Lieutenant shall be replaced with the following:

Sergeants shall receive a 15% differential over the top Deputy Step.

Lieutenants shall receive a 10% differential over the Sergeants.

Detective Sergeant shall receive a 3% stipend over Sergeant.

Detective Lieutenant shall receive a 3% stipend over Lieutenant.

3. *Article IV, Section 10, Detective, Civil Deputy and Plainclothes Employee Stipend.*

Effective January 1, 2016, the current detective stipend shall be replaced with a 6% stipend above the employees' then current base salary.

4. *Article IV, Section 9, Longevity Payment.*

Effective January 1, 2017, each longevity step shall be increased by \$100.00.

Effective January 1, 2018, each longevity step shall be increased by \$100.00.

Effective January 1, 2019, each longevity step shall be increased by \$100.00.

5. *Article IV, Section 2 (e), Salaries.*

Retroactive salary increases will be paid only to those employees who are on the payroll on the date of final ratification, or who had retired between January 1, 2016 and the date of final ratification, or any member that has, through continuous service, moved into a management position within the Sheriff's Department.

6. *Preamble.*

Change PBA address to 2046 Route 55, Suite 2, Poughquag, NY 12570; P.O. Box 4975, Poughkeepsie, NY 12602

7. *Article XII, Section 4 (b), Uniforms and Equipment.*

Modify that employees assigned to uniformed duty shall receive 3 short sleeve shirts, 3 long sleeve shirts and 6 pairs to pants as well as a new pair of boots or shoes annually. All other uniform equipment shall be replaced as needed.

8. *Article XII, Section 12, Flex 125 Plan.*

See attached.

9. *Article X, Section 1, Health Insurance for Current Employees.*

See attached.

10. All references in the Collective Bargaining Agreement to Personnel Department shall be changed to the "Department of Human Resources."

All references in the Collective Bargaining Agreement to Commissioner of Personnel shall be changed to "Commissioner of Human Resources."

11. *Article VII, Section 3, Direct Deposit.*

Modify current language as follows:

(a) The County provides a Direct Deposit process for all employees. Each employee must select Direct Deposit of their entire net paycheck by December 31, 2016. Funds will be available in each designated account through ACH on each pay date. If an over or underpayment occurs, it will be corrected in the next paycheck.

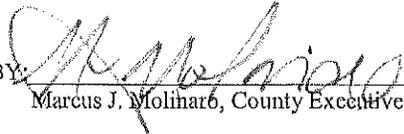
(b) Changes to a previously elected direct deposit option may be made at any time. The change will be effective within two payroll cycles.

12. *Article VIII, Overtime.*

Employees who work a detail that is reimbursable by a municipality within Dutchess County shall be paid for said detail and shall not be allowed to receive compensatory time.

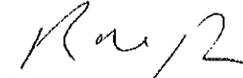
Dated: September 28, 2016

COUNTY OF DUTCHESS

BY:   
\_\_\_\_\_  
Marcus J. Molinaro, County Executive

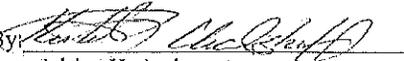
Dated: September 28, 2016

DUTCHESS COUNTY DEPUTY SHERIFF'S  
POLICE BENEVOLENT ASSOCIATION, INC.

BY:   
\_\_\_\_\_  
Richard Brenner, President

Dated: September 28, 2016

DUTCHESS COUNTY SHERIFF

By:   
\_\_\_\_\_  
Adrian H. Anderson

# 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*	<i>absent</i>	
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 11      0  
           Yes            No  
 Abstentions: 0

**2016249** RATIFYING THE 2016-2019 AGREEMENT BETWEEN DUTCHESS COUNTY, THE DUTCHESS COUNTY SHERIFF, AND THE DUTCHESS COUNTY POLICE BENEVOLENT ASSOCIATION, INC. AND AMENDING THE 2016 ADOPTED COUNTY BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS

Date: October 6, 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23  
 Absent: 2  
 Vacant: 0

Resolution:   
 Motion:

Total: 23      0  
                   Yes            No  
 Abstentions: 0

**2016249 RATIFYING THE 2016-2019 AGREEMENT BETWEEN DUTCHESS COUNTY, THE DUTCHESS COUNTY SHERIFF, AND THE DUTCHESS COUNTY POLICE BENEVOLENT ASSOCIATION, INC. AND AMENDING THE 2016 ADOPTED COUNTY BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS**

Date: October 11, 2016

RESOLUTION NO. 2016250

RE: CONFIRMING APPOINTMENTS TO THE  
HUMAN RIGHTS COMMISSION

Legislators BORCHERT, THOMES, SAGLIANO, HORTON, FLESLAND, TRUITT, LANDISI, INCORONATO, STRAWINSKI, BLACK, BRENDLI, FORMAN, JETER-JACKSON, WASHBURN, RIESER, and AMPARO offer the following and moves its adoption:

WHEREAS, on September 12, 2016, pursuant to Resolution 2016223, the Dutchess County Human Rights Commission was established, and

WHEREAS, pursuant to Resolution 2016224, only eleven of the fourteen Human Rights Commission members were appointed, and

WHEREAS, two individuals to be appointed by the County Executive and one individual to be appointed by the Chairman of the Legislature, were not included as members to the Commission on September 12, 2016, due to a delay in the completion of their Commission member applications, and

WHEREAS, the three individuals to be appointed are as follows: County Executive appointments, Dr. Seema Rizvi, for a one year term running through September 30, 2017, and Ricardo Pacheco, for a two year term running through September 30, 2018, and Chairman of the Legislature appointment, Victoria Anderson, for a one year term running through September 30, 2017, and

WHEREAS, this Resolution is to confirm these remaining three appointments, as stated below, and

WHEREAS, the Legislature hereby approves of and confirms the remaining three appointments of Dr. Rizvi, Mr. Pacheco and Ms. Anderson, and

WHEREAS, the County Executive and the Chairman of the Legislature appoint the following individuals to the Commission effective October 1, 2016, now therefore be it

RESOLVED, that the appointments of the following individuals, by the County Executive and the Chairman of the Legislature, to serve without compensation, is confirmed:

COUNTY EXECUTIVE APPOINTMENTS:

Ricardo Pacheco  
14F Winthrop Court  
Wappingers Falls, NY 12590

Dr. Seema Rizvi  
47 Logans Way  
Hopewell Junction, NY 12533

CHAIRMAN APPOINTMENTS:

Victoria Anderson  
67 Highland Court  
Fishkill, NY 12524

CA-140-16  
AMS/kvh/  
G-0602  
10/06/16

Fiscal Impact: Attached.

TERM:

Two year term,  
expiring on September 30, 2018

One year term,  
expiring on September 30, 2017

TERM:

One year term,  
expiring on September 30, 2017

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10/13/2016

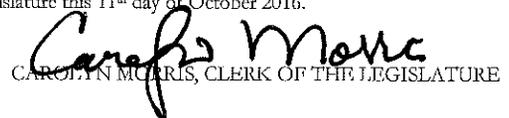
STATE OF NEW YORK

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 11th day of October 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 11<sup>th</sup> day of October 2016.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

MARCUS J. MOLINARO  
COUNTY EXECUTIVE



JODY B. MILLER  
EEO/HUMAN RIGHTS OFFICER

COUNTY OF DUTCHESS  
HUMAN RIGHTS COMMISSION

Commission Member Application

Please complete the following application. It can be submitted:

1. Online at [www.dutchessny.gov/humanrightscommission](http://www.dutchessny.gov/humanrightscommission) OR
2. By e-mail to [dchumanrights@dutchessny.gov](mailto:dchumanrights@dutchessny.gov) OR
3. Mail to: DC Human Rights Commission, 22 Market Street, 5<sup>th</sup> Floor, Poughkeepsie, New York 12601 OR
4. Drop off to the Human Rights Commission at the address above.

**Applications are due by July 5, 2016 by 5:00 p.m. Applications received after 5:00 p.m. will be filed for consideration during the next cycle of Human Rights Commission vacancies.**

If you have a recently prepared biography or resume, feel free to attach it, but it is not necessary.

Name: Ricardo Pacheço  
First: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last: \_\_\_\_\_

Mailing Address: 14 F Winthrop CT  
Address: \_\_\_\_\_

Occupation: United States Navy Reserve Chaplain/ Senior Pastor  
\_\_\_\_\_

Daytime phone: 917-660-5500 E-mail: PASTORRICK73@GMAIL.COM  
\_\_\_\_\_

Do you speak a language other than English? No  Yes  If yes, please indicate the language(s) that you speak:  
Spanish  
\_\_\_\_\_

Please respond to the following:

1. Why would you like to serve on the Human Rights Commission?

I would like to serve on the Human Rights Commission because I believe that I have the temperament as a member of the faith community to bridge different ideologies together for the betterment of my community that I am so proud to serve. As a Navy Chaplain, I work with diverse members of our community and together we are stronger to accomplish whatever the objective is set before us.

2. Please describe your ability to commit to participate fully in the work of the Commission.

As an advocate for social justice for more than twenty years. I have had the privilege to work with various organizations in the City of New York, Bronx and other areas to which my commitment at the time as been to work for unity, fairness and mutual respect.

3. What do you see as crucial issues facing our communities?

There are many crucial issues facing many communities today. One of the crucial issues that we are facing today is tolerance. Communities are being divided because of the lack of tolerance. Talking things out with mutual respect has wained significantly. Instead, violence is the new norm for settling differences and we are becoming desensitized to one another.

4. List any skills, knowledge, or perspectives you have had that would serve the Human Rights Commission's ability to meet its purpose.

I am also an educator with two master's degree one in education. I have taught in New York City Public schools and now teach at a private school in Poughkeepsie. I understand the concerns of parents for their children getting a good education. Also, I worked for law enforcement as a chaplain. I understand very well the complex relationship between law enforcement and the citizens they are sworn to serve and protect.

5. List work or volunteer experience that would add to your expertise for this Commission.  
Teacher  
Senior Pastor  
Navy Chaplain

6. The Human Rights Commission seeks people who have a wide variety of experience demonstrating respect in their work and engagement with the community. Please list any experience that you have working on diverse teams, public bodies, or committees and skills related to intergroup dialogues and team building with diverse communities. The Commission is not limited to those who have previously volunteered.

My congregation provides meals everyday for families in need. We worked with social workers and other services group to help many of the families that come to our church in need of those services we provide. We collaborate with individuals who are different in the ideology and are from diverse backgrounds. We have one main objective and that is to service our community.

7. The Human Rights Commission seeks to be diverse in areas of expertise, advocacy experience, community involvement, profession, education, race, ethnicity, gender, gender identity, sexual orientation, national origin, age, religion and geography. Addressing any or all of these in your application will help the advisory committee assess your application.

I am latino, with two master's degree one in education and divinity in pastoral care and counseling. I have an earned doctor's degree in divinity. I am currently working on my second doctoral degree in education from South Eastern University.

If you need additional space for your comments, please use the last page.

Ricardo Pacheco

Signature

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration. I authorize the County of Dutchess to investigate matters necessary for the verification of my qualifications. Such investigations may include a child abuse and a sex offender background check. Failure to meet standards may result in disqualification. I release from all liabilities those persons collecting information.

MARCUS J. MOLINARO  
COUNTY EXECUTIVE



JODY B. MILLER  
EEO/HUMAN RIGHTS OFFICER

COUNTY OF DUTCHESS  
HUMAN RIGHTS COMMISSION

Commission Member Application

Please complete the following application. It can be submitted;

1. Online at [www.dutchessny.gov/humanrightscormission](http://www.dutchessny.gov/humanrightscormission) OR
2. By e-mail to [dchumanrights@dutchessny.gov](mailto:dchumanrights@dutchessny.gov) OR
3. Mail to: DC Human Rights Commission, 22 Market Street, 5<sup>th</sup> Floor, Poughkeepsie, New York 12601 OR
4. Drop off to the Human Rights Commission at the address above.

*Applications are due by July 5, 2016 by 5:00 p.m. Applications received after 5:00 p.m. will be filed for consideration during the next cycle of Human Rights Commission vacancies.*

If you have a recently prepared biography or resume, feel free to attach it, but it is not necessary.

Name:  
First: Seema Middle Initial: S Last: RIZVI

Mailing Address: 47 Logans Way Hopewell Jct NY 12533

Occupation: Physician

Daytime phone: 845 (dot) 661-6132 E-mail: seema.rizvi1682@gmail.com

Do you speak a language other than English? No  Yes  If yes, please indicate the

language(s) that you speak: Urdu / Hindi

Please respond to the following:

1. Why would you like to serve on the Human Rights Commission?

Since my young age I have seen so much human suffering, violation of human right (as I was born & raised in Pakistan undoubtedly country) numerous example human & drug trafficking, government corruption, terrorist-act (ongoing) Even in United States we need to work on discrimination based on religion, ethnicity, sexual orientation.

2. Please describe your ability to commit to participate fully in the work of the Commission.

I have a passion to serve humanity <sup>woman</sup> Empower to help human suffering.

- Based on my background, my ongoing effort to help people medically without health insurance, addressing youth issues, Islamophobia, how phobia, helping third world countries.

3. What do you see as crucial issues facing our communities?

- Increase in Terrorist act all over the world leading to Islamophobia & anti Muslim sentiment which is dividing us

- How phobia, Transgender issues in school

- Violation of human rights based on religion, ethnicity, sexual orientation & many more

4. List any skills, knowledge, or perspectives you have had that would serve the Human Rights Commission's ability to meet its purpose.

I have organized several Events (community) the most recent community Events in the mosque to bring people of different faith & religion on one platform

- I have served in Wappinger school board as board of trustee. My Education, experience will help in resolving Transgender issues Bullying. Formed women Empowerment group.

- I have been a vocal speaker on many important issues - Islamophobia, How phobia

6. List work or volunteer experience that would add to your expertise for this Commission.

community work -> organized numerous Events  
health care field - Physician helped people with health insurance & tobacco use  
Education - PTA / Board of Trustees (Retired)  
Women Empowerment, worked on national Disaster - San Francisco & 2004 Earthquake (Blood)

6. The Human Rights Commission seeks people who have a wide variety of experience demonstrating respect in their work and engagement with the community. Please list any experience that you have working on diverse teams, public bodies, or committees and skills related to intergroup dialogues and team building with diverse communities. The Commission is not limited to those who have previously volunteered.

I have a wide variety of Experience in community work, health care, Education field

7. The Human Rights Commission seeks to be diverse in areas of expertise, advocacy experience, community involvement, profession, education, race, ethnicity, gender, gender identity, sexual orientation, national origin, age, religion and geography. Addressing any or all of these in your application will help the advisory committee assess your application.

I have addressed several issues especially as of above - I have been actively involved on these issues  
I have organized several events on these issues

If you need additional space for your comments, please use page 7.

Sesma Sami Ryz

Signature:

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration. I authorize the County of Dutchess to investigate matters necessary for the verification of my qualifications. Such investigations may include a child abuse and a sex offender background check. Failure to meet standards may result in disqualification. I release from all liabilities those persons collecting information,

Please note that the optional information below must remain on a separate page from the rest of the application.

Human Rights Commission OPTIONAL INFORMATION FORM

The Advisory Committee would be greatly assisted by the information below, which is completely voluntary. By providing this information, you will help us ensure that appointments represent a broad cross section of the community. You are under no legal obligation to provide this information. State and federal law prohibit the use of this information to discriminate against you. The Commission will treat this information as confidential to the fullest extent allowed by law.

Age:  15-30  31-55  56+

Gender: female

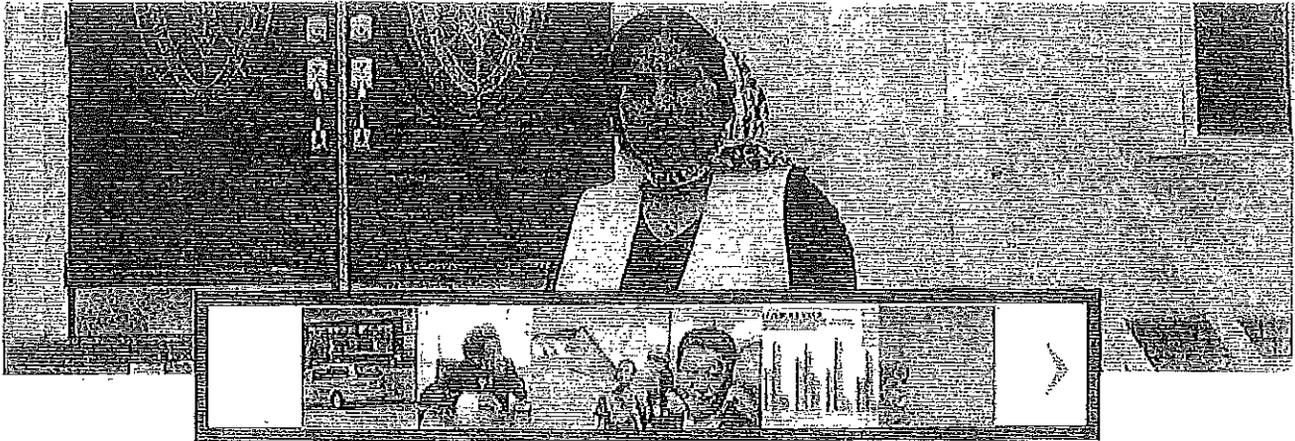
Please check all that apply:

- African-American       Asian/Pacific Islander       Caucasian  
 Latino       Native American or Alaskan Native  
 Multi-racial       LGBT community member

Religious affiliation Islam

While we recognize that this is not an exhaustive list, it will help us round out a diverse Commission. If there is anything else about yourself that you would like to share, please feel free to do so in the space below:

*Pl see attached biography  
& Event News in POK Journal.*



March 14, 2016 by Brennan Weiss

## LOCAL PHYSICIAN FIGHTS BACK AGAINST ANTI-MUSLIM RHETORIC

Wappingers Falls, N.Y. – Seema Rizvi vividly remembers the day Osama Bin Laden was killed near a military complex in Pakistan. While millions of people celebrated around the world, Rizvi, a Pakistani native, immediately thought about her daughter.

Her daughter, Aena, came home from school on the verge of tears after a classmate told her that she didn't like her because she was a Muslim. Rizvi told Aena to ignore it.

“When [Muslim children] see an attack on TV, the first thing they utter is, ‘I hope it wasn't a Muslim,’” said Rizvi, a Fishkill resident. “They go through an identity crisis and there are so many Muslim families that are very concerned about their young Muslim children.”

Follow

Rizvi, a physician, social worker and Muslim activist, concerned about what she says is growing anti-Muslim says she feels compelled to dispel stereotypes about M wake of last year's terror attacks in Paris and San Bern the media doesn't do enough to report attacks against of 132 schoolchildren by the Taliban in Peshawar, Paki

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"When I saw the killings in Peshawar, I wanted to tell that [the terrorists] are also killing Muslims," Rizvi sa together to fight against this terrorism."

In January, Rizvi organized an interfaith meeting at her mosque, the Mid-Hudson Islamic Association, to counter anti-Muslim bigotry and inform others about what she perceives as a double standard in the media. Over 200 local Christians, Jews, Hindus and Muslims attended the event, including former N.Y. State Senator Terry Gipson.

"It was an amazing day," said Kathy Hamilton, a member of the Church of St. Mary who attended the interfaith event. "[Rizvi] is a very well-spoken professional and is very compassionate and passionate about her community."

"She's a force to be reckoned with," Hamilton added.

Rizvi was born in Karachi, Pakistan, but has lived in the U.S. for more than 25 years. After obtaining a medical degree from Dow University, one of Pakistan's premier health science institutions, she traveled to the U.S. on a tourist visa to visit her brothers. During that visit, Rizvi met her husband, Syed, who was working as an electrical engineer for IBM.

She began practicing medicine in New York in 1998, specializing in geriatric

care. She then opened up her own medical practice in Fishkill nine years later.

In 2010, Rizvi started a program to treat patients who can't afford medical insurance. She says people learn about this service by "word of mouth" and that she has treated around 100 patients over the years, free of charge. Rizvi also serves on the Wappingers Central School District Board of Education.

"When my mother-in-law had cancer, Dr. Rizvi came to my home every day to visit her," said Aisha Qumar, a Fishkill resident. "She came every day for two years."

Qumar and Rizvi are good friends to this day.

Rizvi's social work is not confined to New York. In February, she spent three weeks in Pakistan volunteering at medical clinics and hospitals, providing free outpatient care to hundreds of people. Rizvi and her medical colleagues, including two other doctors and a microbiologist, treated over 600 patients in just three days in a small, rural community in Khairpur, Pakistan. Most of them were poor, lacked education and in dire need of medical attention.

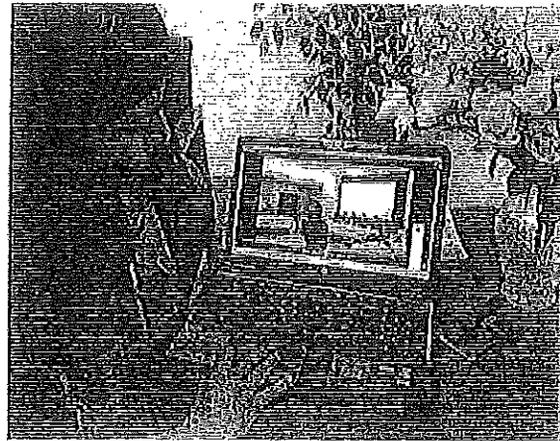
"I do a lot of social work because I enjoy that part of my life and that's what I have a passion for," she said. "It's too easy to live just for yourself."

While in Pakistan, Rizvi also volunteered at Dow University's Civic Hospital, Indus Hospital and the Sindh Institute of Urology and Transplantation, which are all not-for-profit medical institutions mainly supported by the Pakistani government and donors. Rizvi serves as a N.Y. State representative for the Indus Hospital.

"There are no boundaries [for Rizvi]," said Jean Tavin, who used to work part-time at Rizvi's medical practice. "She's a very passionate woman concerned not just for

the Islamic community, but any place where there is a need in the world and where she feels people are neglected.”

In 2005, Rizvi and her father, Syed Sami Ahmad, a distinguished Pakistani attorney and author, helped fundraise for the victims of the Kashmir earthquake that left more than 86,000 people dead. Rizvi also contributed to relief efforts in the aftermath of Hurricane Sandy, which hit the northeastern coast of the U.S. in 2012.

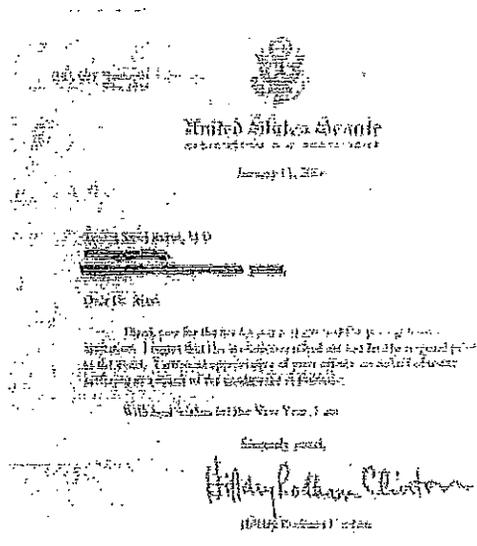


Rizvi shows videos of her volunteer work in Pakistan, where she spent three weeks treating medical patients for free.

Rizvi says that she wouldn't be the humanitarian she is today without the guidance of her father. As he gained prominence in Pakistan, every government official tried to buy him off, but she says he “never compromised with corruption.”

“My dad is a very vocal person. He is not flattered by anyone and he is a man of principle. I got those good values,” she said.

Then-N.Y. Sen. Hillary Clinton responds to an invitation from Dr. Rizvi to attend a fundraiser for the



But unlike her father, Rizvi doesn't like

2016

Local physician fights back against anti-Muslim rhetoric | Brennan Weiss

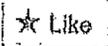
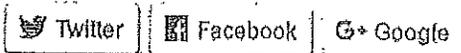
2005 Kashmir earthquake victims.

getting too political because it can detract from making progress. Instead, her focus is on helping others and

giving back.

"I was born in a country where I saw a lot of human suffering," she said. "When I see poverty and the corruption of government, I pray to God that there is something I can do. But I cannot fix the government, so I find my own ways to help humanity."

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Related

One-on-One with Dr. Cornel West on race relations in American universities

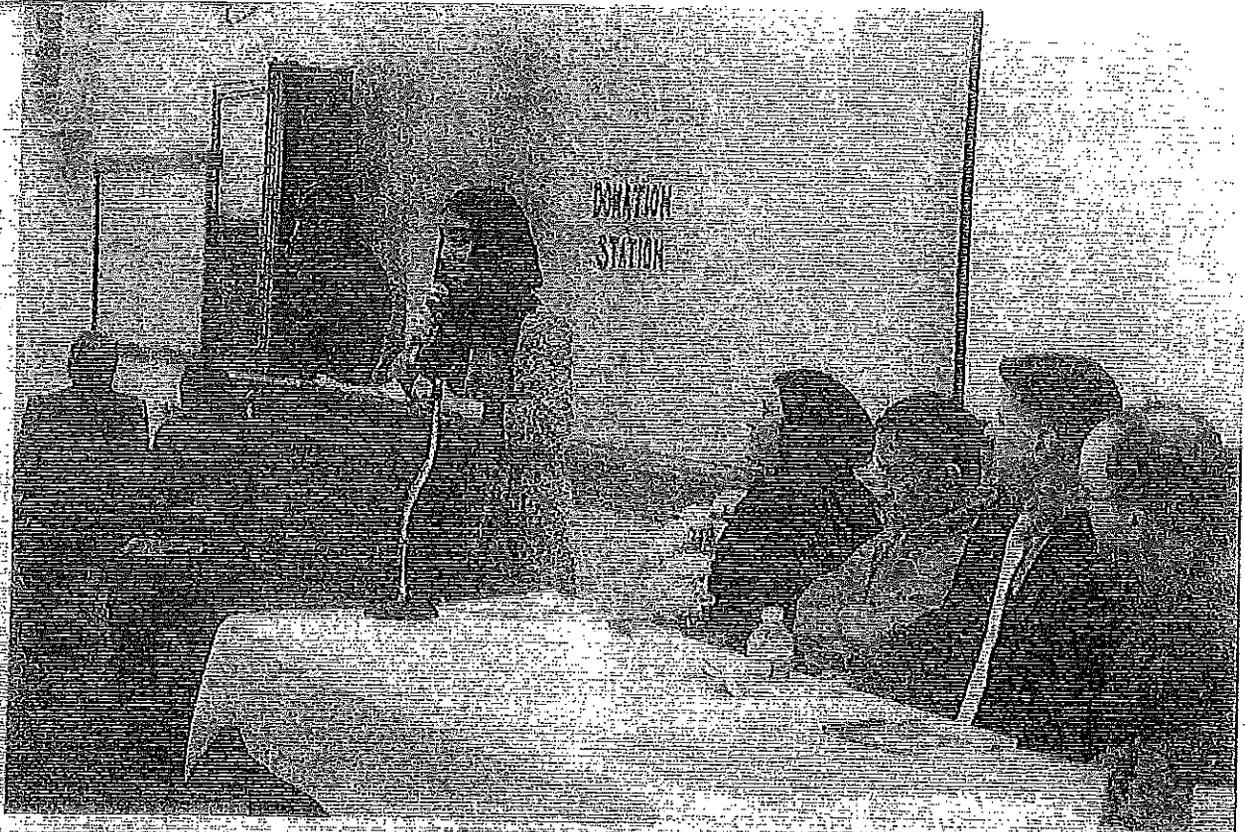
Mothers reflect on polygamy

Stereotypes fuel taxi business gender gap

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STEREOTYPES FUEL TAXI BUSINESS  
GENDER GAP



Aona Iqbal, a sophomore at John Jay High School, reads a poem called "World of Peace" to the crowd gathered at a panel discussion hosted by the Mid-Hudson Islamic Association in Wappingers Falls on Sunday. PHOTOS BY AMANDA J. PURCELL FOR THE POUCHKEEPSIE JOURNAL

# Community leaders: Islam is about peace, not violence

AMANDA J. PURCELL  
POUGHKEEPSIE JOURNAL

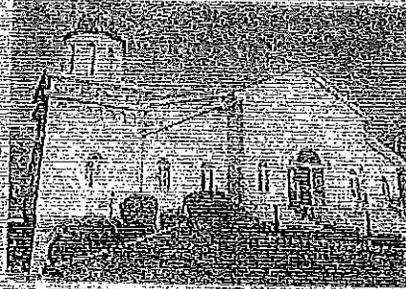
As the Muslim population is growing in Dutchess County, a gathering was held at Masjid Al-Noor in Wappingers Falls Sunday to educate community leaders on Islam and talk about the negative impacts of Islamophobia.

"There is a lot of anti-Muslim sentiment circulating in the media," Dr. Seema Rizvi, organizer, said. "Muslim children are going through identity crises (and are) fearful. We are concerned about the future of (our) children. Nobody wants innocent children to go through discrimination based on religion and race."

Approximately 200 Jews, Christians, Muslims and Hindus were represented at the event titled, "All for One and One for All -- United We Stand, Divided We Fall."

"This is a subject (that calls) for honesty and open dialogue," Sultan Mokal, a parent and Muslim in the community, said.

According to the latest data available by the Association of Religion Data An-



Masjid Al-Noor is the home of the Mid-Hudson Islamic Association.

#### Video

For video from the interfaith service, visit [www.PoughkeepsieJournal.com](http://www.PoughkeepsieJournal.com).

teaches you to kill innocent people. So we all should deliver a message of peace, unity and love for each other."

Religious tensions flared in December when Donald Trump, a leading Republican presidential candidate, called

the name of Islam. "Islam teaches you peace and tolerance. We should unite on one platform to fight against terrorism."

Rabbi Daniel Victor of Temple Beth El in Poughkeepsie said negative rhetoric can make children feel ashamed and unwilling to talk about their faith with their peers.

"The seeds we sow are the seeds that grow," Victor said while addressing the crowd.

During the presentation, Rizvi showed slides depicting a 2014 massacre of 132 Muslim students in Pakistan by the Taliban -- one of the largest knife massacres of children in the world.

"The American public needs to know there is, in fact, more Islamophobia than there is killing more Muslims (by terrorists) than non-Muslims," Rizvi said. Rizvi said that terrorists who identify as Muslim are not true Muslims because they do not practice "peaceful submission."

Local leaders from other faiths also took the opportunity to show their support for Dutchess County's Muslims.

"Every religion has extremists. Every

All for one and one for all — united we stand, divided we fall

Mid-Hudson Islamic Association invites you to attend an event and have a dialogue specifically related to our children - our future.

Please join various educators, interfaith members, community parents and children for a special program on debunking stereotypes about Islam and Muslims.

Sunday, January 31, 2016

2:30 PM - 4:30 PM

at the Al Noor Mosque

125 All Angels Hill Road, Wappingers Falls, NY - 12590

RSVP: Please text Seema @ 845-684-6132

RETIREMENT CLOCK FOR BOARD MEMBER

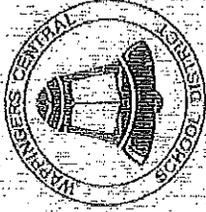
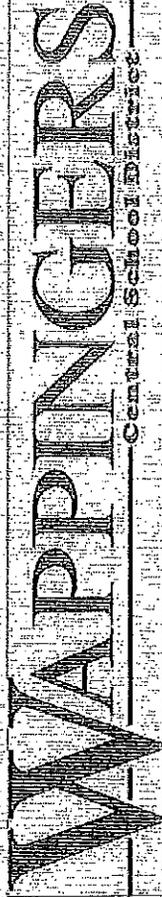
Presented to

Dr. Seema Rizvi

In Grateful Recognition of Your  
Outstanding and Dedicated Service to the  
Wappingers Central School District

Board of Education

July 1, 2014 – June 30, 2016



# CERTIFICATE OF APPRECIATION

Presented to

SEEMA RIZVI  
BOARD TRUSTEE

In honor of School Board Recognition Week, October 26-October 30, 2015, we salute  
you for your tireless dedication to improving the quality of education  
for every child in the Wappingers Central School District.

Awarded this 26<sup>th</sup> day of October 2015.

Jose L. Carrion  
Superintendent of Schools

*Empower. Challenge. Grow.*

## Women Empowerment

2<sup>nd</sup> Emd

5/4/14

## Mission Statement

Women play a vital role in building the home, community and secure the future of our children. Our mission is to bring all the women and Youth together on one platform to share their views and ideas on various subjects that include community building, entrepreneurship, academics, professional growth to empower themselves, instill Islamic values in youth and become a strong role model for the community. We are also working with people of different faith and religion especially Jewish community to work together with our youth to share a message of peace, love, tolerance and kindness for each other. To work together as team player on important issues like human rights, Anti Muslim sentiments

## Goals

- Community Services
  - Human Rights / Interfaith
  - Talent Shows / Cultural Shows
  - Literary
  - Entertainment
  - Elderly Activities (Transportation services)
  - Humanitarian Services (Fundraising, Natural disaster etc.)
- Youth Activities
  - Human Rights / Interfaith
  - Islam & youth
  - Career showcase (engineer, business, healthcare, small business, chef, baker etc.)
  - Internship (Medical office, Hospitals, Nursing Homes etc.)
  - Teaching
  - Talent Shows / Arts & Crafts
  - Counseling & Awareness programs for children & teenagers
- Miscellaneous
  - Meena bazaar
  - Potlucks (to socialize and interact with new members of the community)
  - Health fair (Preventive care, women's health)
  - Classifieds & Matrimonials (To sell, to buy, promote your business etc.)
  - Interfaith
  - Political awareness

# Vigil for Solidarity



Join us to remember and honor the lives taken at Pulse Night Club in Orlando, Florida. Stand in solidarity against Islamophobia and Homophobia.

**WHEN:** Thursday- June 16th, 2016  
7:00pm

**WHERE:** Mesier Park in Wappingers Falls,  
NY (intersection of Route 9D and Main  
Street)

## **SPEAKERS:**

*Radio Personality "Diva" from the K104 Morning Show and a proud LGBT member of Kappa Psi Kappa Fraternity, Inc.*

*Seema Rizvi, MD Physician, Social Worker and Muslim Activist*

*Fred Mayo, President of the LGBTQ Center in Kingston*

*Jody B. Miller, EEO/Human Rights Officer, Dutchess County Human Resource*

*Anibal Garcia, Coordinator of the LGBTQ Community Center's Diversity Group (Voices of Diversity)*

*and more...*

Questions? Please contact Dutchess County Legislator Francena Amparo at (914)755-9327

Commission Member Application

Please complete the following application. It can be submitted:

- 1) Online at [www.dutchessny.gov/humanrightscommission](http://www.dutchessny.gov/humanrightscommission) OR
- 2) By e-mail to [dchumanrights@dutchessny.gov](mailto:dchumanrights@dutchessny.gov) OR
- 3) Mail to: DC Human Rights Commission, 22 Market Street, 5<sup>th</sup> Floor, Poughkeepsie, New York 12601 OR
- 4) Drop off to the Human Rights Commission at the address above.

*Applications are due by July 5, 2016 by 5:00 p.m. Applications received after 5:00 p.m. will be filed for consideration during the next cycle of Human Rights Commission vacancies.*

If you have a recently prepared biography or resume, feel free to attach it, but it is not necessary.

Name: First: Victoria Middle Initial: \_\_\_\_\_ Last: Anderson

Mailing Address: 67 Highland Court

Occupation: Agency Training and Development Specialist

Daytime phone: (845)392-0848 E-mail: Victoria.Anderson233@gmail.com

Do you speak a language other than English? No  Yes  If yes, please indicate the language(s) that you speak: \_\_\_\_\_

Please respond to the following:

1. Why would you like to serve on the Human Rights Commission?

I have lived the last 17 years of my life in the Dutchess County, and I have watched our community become more and more diverse. As a Training and Development Specialist, I am knowledgeable of diversity training techniques, mediation, conflict management and effective communication skills. As a person of African descent, a woman, a millennial, and a first-generation American with West Indian ethnic ties, I know my perspective will be a benefit to the HRC.

But more than any of this, Dutchess County is my home, and the people who live here are my neighbors. I have seen inspirational examples of different peoples using their diverse traits and backgrounds to bring about the best out of a poor situation, and, unfortunately, I have seen the other side of that coin as well. I want to do my part to make these times of transition as effective and painless as possible, and to take this opportunity to educate the public and enforce positive community relations.

2. Please describe your ability to commit to participate fully in the work of the Commission.

I have read and I understand all of the responsibilities of an HRC member. I am able and willing to fulfill all of these responsibilities fully if appointed.

3. What do you see as crucial issues facing our communities?

From personal experience, and personal conversations with friends and acquaintances, I do believe crucial issues vary neighborhood to neighborhood, town to town. We have many small and tight-knit communities with clear preferences for particular identities, and we also have towns with more fluid identities that shift and evolve more easily with changing demographics. It is difficult to pinpoint over-arching "issues"; rather, I see this as a time for broadening perspectives and opening eyes to other possibilities of identity, and tolerance, if not acceptance, for such.

If I had to generalize, I would say crucial issues are around themes of diversity tolerance/acceptance, involving race, gender identity, sexual orientation, religion, socioeconomic status, language and ethnic origin.

4. List any skills, knowledge, or perspectives you have had that would serve the Human Rights Commission's ability to meet its purpose.

Relevant Professional Development Skills I teach: MBTI Personality Types, Negotiation Skills, Managing Transitions, Effective Interviewing, Respectful Communications.

Relevant Seminars I Have Taken: Group Facilitation Skills, Dealing with Difficult People, Presentation Skills, the Leadership Forum, Time Management.

Formal Education: Masters of Public Administration, Graduate Certificate in Nonprofit Administration, Graduate Certificate in Local Government Management, Specialization Certificate in Training Skills, Bachelors in Philosophy, Politics, and Law.

5. List work or volunteer experience that would add to your expertise for this Commission.

Project Manager for the Portland Rehabilitation Management Centre in Port Antonio, Portland, Jamaica. In this pro bono position, I volunteered my time to the homeless population staying at the Centre, helping the residents with resume-building, vocational training, and community projects. For the administration of the NGO, I designed new programming to recruit future volunteers. I also advocate and recruit for the Centre at my alma mater.

Project Assistant, AbrePuertas, Cusco, Peru. In this pro bono position, I participated in several nonprofit revitalization projects including creating a community library, strengthening a community soup kitchen, and reinforcing a children's day center.

For the undergraduate students I mentored, I developed projects of cross-cultural learning. I also learned to establish rapport quickly with individuals in an unfamiliar environment, overcame linguistic and cultural barriers, and completed intense cultural sensitivity workshops and classes.

6. The Human Rights Commission seeks people who have a wide variety of experience demonstrating respect in their work and engagement with the community. Please list any experience that you have working on diverse teams, public bodies, or committees and skills related to intergroup dialogues and team building with diverse communities. The Commission is not limited to those who have previously volunteered.

Please see the international nonprofits listed in question 5.

7. The Human Rights Commission seeks to be diverse in areas of expertise, advocacy experience, community involvement, profession, education, race, ethnicity, gender, gender identity, sexual orientation, national origin, age, religion and geography. Addressing any or all of these in your application will help the advisory committee assess your application.

Please see answers to questions 1 and 5.

If you need additional space for your comments, please use page 8.

If you need more space, please feel free to attach additional sheets.

**Victoria Anderson**

Digitally signed by Victoria Anderson  
DN: cn=Victoria Anderson, o=, ou, email=victoria.anderson233@gmail.com, c=US  
Date: 2016.03.10 15:09:44 -0400

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration. I authorize the County of Dutchess to investigate matters necessary for the verification of my qualifications. Such investigations may include a child abuse and a sex offender background check. Failure to meet standards may result in disqualification. I release from all liabilities those persons collecting information.

Please note that the optional information below must remain on a separate page from the rest of the application.

**Human Rights Commission OPTIONAL INFORMATION FORM**

The Advisory Committee would be greatly assisted by the information below, which is completely voluntary. By providing this information, you will help us ensure that appointments represent a broad cross section of the community. You are under no legal obligation to provide this information. State and federal law prohibit the use of this information to discriminate against you. The Commission will treat this information as confidential to the fullest extent allowed by law.

Age:  15-30     31-55     56+

Gender:  Female

Please check all that apply:

- African American     Asian/Pacific Islander     Caucasian  
 Latino     Native American or Alaskan Native  
 Multi-racial     LGBT community member

Religious affiliation: Christian

While we recognize that this is not an exhaustive list, it will help us round out a diverse Commission. If there is anything else about yourself that you would like to share, please feel free to do so in the space below:

## *Family and Human Services 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*	<i>absent</i>	
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson (VC)		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		
Present: <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>	

**2016250 CONFIRMING APPOINTMENTS TO THE HUMAN RIGHTS COMMISSION**  
 Date: October 6, 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	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli	<i>absent</i>	
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23

Absent: 2

Vacant: 0

Resolution:

Motion:

Total: 23 0

Yes No

Abstentions: 0

2016250 CONFIRMING APPOINTMENTS TO THE HUMAN RIGHTS COMMISSION  
Date: October 11, 2016

# Dutchess County Legislature



Commendation: Joshua Adam Koszer

Legislator Strawinski offers the following and moves its adoption:

WHEREAS, Joshua Adam Koszer is a member of Boy Scout Troop 42 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor on October 2, 2016, and

WHEREAS, Joshua Adam Koszer has demonstrated a commitment to the highest ideals of Scouting and to his community earning 36 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Eagle Scout Joshua Adam Koszer has held the positions of Den Chief Troop Guide and Assistant Senior Patrol Leader, and

WHEREAS, Joshua's Eagle Scout Project was performed at Red Hook High School in Red Hook, New York, where he constructed a hexagonal bench that surrounds a flowering tree that is dedicated to the Bowman Family for their contributions to the Red Hook Educational Community, the angled back of the bench is 8 feet across and the back is 3 feet high made out of beautiful cedar boards that were stained with Australian oil and it will serve as an outdoor learning and social space at the Red Hook High School Garden called the Green Zone, and

WHEREAS, Joshua is a sophomore at Red Hook High School where he is a member of the Junior National Honor Society and is a STEM Program Representative and he also participates on a soccer team, plays guitar and does karate and he plans to attend college and concentrate in science and technology, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Eagle Scout Joshua Adam Koszer, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Joshua Adam Koszer its best wishes in all of his future endeavors.

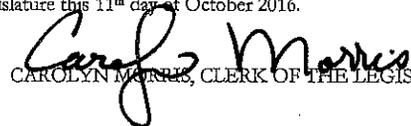
Resolution No. 2016251  
STATE OF NEW YORK

ss:

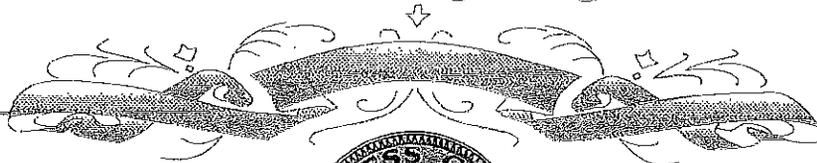
COUNTY OF DUTCHESS

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 11th day of October 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 11<sup>th</sup> day of October 2016.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Dutchess County Legislature



Commendation: Eagle Scout-Mark Gambeski

Legislator Miccio offers the following and moves its adoption:

WHEREAS, Mark Gambeski is a member of Boy Scout Troop 3065 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor on October 30, 2016, and

WHEREAS, Mark Gambeski has demonstrated a commitment to the highest ideals of Scouting and to his community earning 25 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Eagle Scout Mark Gambeski has held the positions of assistant patrol leader and is currently the troop historian, and

WHEREAS, Mark's Eagle Scout Project was performed at the Blodgett Memorial Library in Fishkill, New York, where he developed plans, raised over \$4,500 in contributions and gifts-in-kind, and led project implementation to create a Reading Garden featuring four benches mounted on cement slabs with landscaping, and

WHEREAS, Mark earned the BSA religious emblem Ad Altare Dei, and

WHEREAS, Mark is a junior at Our Lady of Lourdes High School where he is an honors student who participates in Varsity Golf, Mock Trial as Co-Counselor, WorldQuest Team, News & Views (Newspaper), and he is also a 2016 Youth Assembly at the United Nations as a Youth Delegate and a Youth Leadership member of the Chamber Foundation, Inc. (Dutchess County Regional Chamber of Commerce) and he also enjoys playing piano and cello, global studies, history, golf, skiing, and reading, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Eagle Scout Mark Gambeski, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Mark Gambeski, its best wishes in all of his future endeavors.

Resolution No. 2016252

STATE OF NEW YORK

ss:

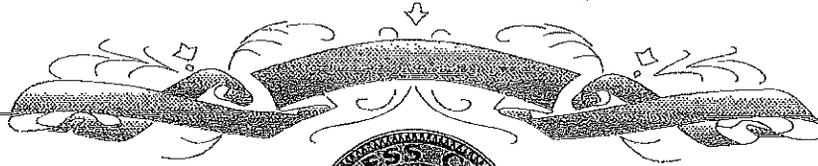
COUNTY OF DUTCHESS

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 11th day of October 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 11th day of October 2016.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Dutchess County Legislature



## Commendation: Dutchess County SPCA 145<sup>th</sup> Anniversary

Legislator Truitt offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to acknowledge the contributions of individuals and groups that enhance the quality of life in Dutchess County, and

WHEREAS, the first animal anticruelty law in the United States was passed on April 10, 1866, and five years later, on September 1871, a group of prominent community leaders in Poughkeepsie held a public meeting to form the Poughkeepsie Branch of the A.S.P.C.A and the name was changed in 1889 to the "Poughkeepsie Society for the Prevention of Cruelty to Animals" and in 1939, the Society again changed its name, to the name it bears today, the Dutchess County SPCA and a parcel of land, which was more accessible to the public, was purchased on Washington Street across from St. Francis Hospital, and

WHEREAS, construction of a shelter that was able to house 30 dogs was completed in 1941 and by 1958 the shelter on Washington Street was too small so funds were raised to purchase land and build a new facility on 31 acres of land on 9G in Hyde Park, where the shelter still stands, and

WHEREAS, by 1970, the Shelter was taking in animals from all of the surrounding towns and annually, about 1,500 animals come through the DCSPCA's doors, and with this being more than the shelter was built to handle, in 1987 the building was expanded and a puppy run, holding room, and storage area was added, in 1997 outdoor kennels for large dogs and runs were added, in 2002 a Spay/Neuter clinic was added, in 2003 more outdoor kennel spaces were added and in 2006 a free-roam sunroom for cats was added and at about this time, a Master Site Plan was created to address the long-range needs of the shelter, and

WHEREAS, in 1992 the shelter adopted a "No-Kill policy, in 2010 the DCSPCA officially broke ground on the new Adoption and Education Center, in 2011 the Board of Directors voted to change the vision and mission statements and added a statement of core values, in 2012 the DCSPCA opened a thrift shoppe in Hyde Park and a satellite adoption location inside PetSmart in Poughkeepsie and on October 2, 2014, the new Adoption and Education Center opened its doors for adoptions, and

WHEREAS, the Dutchess County SPCA is now celebrating their 145<sup>th</sup> anniversary, now, therefore be it

RESOLVED, that the Dutchess County Legislature on behalf of all people of Dutchess County does hereby commend, congratulate and thank the Dutchess County SPCA on their 145<sup>th</sup> anniversary of providing vital services to Dutchess County, and, be it further

RESOLVED, that the Dutchess County Legislature hereby extends its best wishes and continued success to the Dutchess County SPCA

Resolution No. 2016253

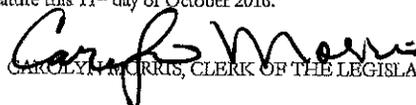
STATE OF NEW YORK

ss:

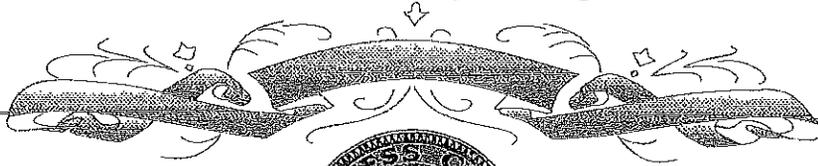
COUNTY OF DUTCHESS

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 11th day of October 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 11<sup>th</sup> day of October 2016.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Dutchess County Legislature



Commendation: Noel Knille

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to acknowledge the contributions of individuals who perform public service for Dutchess County, and

WHEREAS, Noel Knille is moving on to a new international opportunity after serving three years in Dutchess County Government as the Commissioner of Public Works where she has led the department through an extensive transformation, established systems for greater efficiency and productivity, and has overseen numerous capital projects and planning including the development of the Stabilization Center which is currently under construction and the initial design planning for the Dutchess County Justice & Transition Center, and

WHEREAS, Commissioner Knille has overseen planning and directing the operation of the Department of Public Works, which includes six divisions: Administration, Highway/Engineering, Parks, Building & Facilities, Airport, and Public Transit and those six divisions encompass 395 miles of highways, 1.4 million square feet of county-owned buildings, six County parks, the Dutchess County Airport, the county-wide public transportation system, and has directed a staff of more than 180 employees with an annual operating budget of nearly \$32 million, and

WHEREAS, Noel Knille joined Dutchess County Government in September 2013, having previously served in various project roles in the private and educational sectors, both nationally and internationally including Doha, Qatar, where she served as Director of Facilities and Procurement at Virginia Commonwealth University in Qatar and she will return to the Middle East to accept a position as Associate Vice President for a major university in Egypt, now, therefore, be it

RESOLVED, that the Dutchess County Legislature on behalf of all people of Dutchess County does hereby commend, congratulate, and thank Noel Knille for her years of dedication serving the government and residents of Dutchess County, and be it further

RESOLVED, that the Dutchess County Legislature hereby extends its best wishes to Noel Knille in her new international opportunity and offers their best wishes in all her future endeavors.

Resolution No. 2016254

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 11th day of October 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 11th day of October 2016.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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.

Carol Madrid, City of Poughkeepsie, urged the county to supply the homeless with a shelter and services.

April Farley, City of Beacon, urged the Legislators to reach out to their constituents for more diversity and regarding NAACP programs.

Constantine Kazolias, 47 Noxon Street, Poughkeepsie, spoke regarding allocating money from federal grants for housing. He spoke in favor of a countywide police department. He also spoke in opposition to raising minimum wage to \$15 per hour.

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 8:02 p.m.