Attendance Sheets

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

Date: 10/15/2019

Regular Meeting

of the

Dutchess County Legislature

Tuesday, October 15, 2019

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

Roll Call by the Deputy Clerk of the Legislature

PRESENT:	24	Amparo, Black, Bolner, Borchert, Brendli, Edwards, Garito, Horton, Houston, Incoronato, Jeter-Jackson, Johnson, Kearney, Keith, Llaverias, Metzger, Miccio, Munn, Page, Pulver, Sagliano, Surman, Truitt, Zernike
ABSENT:	1	Thomes
PRESENT, LATE:	0	

Quorum Present.

Pledge of Allegiance to the Flag, Invocation to be given by Pastor Ron Pankey of Fishkill Church in Fishkill followed by a moment of silent meditation.

Commendations and Proclamations

Commendation: Veteran Tommy Zurhellen Walks Across America

Proclamation: October as Archives Appreciation Month

Public Hearings

Public Hearing on the Acquisition of Conservation Easement on property known as the Jordan Lane Farm in the Town of Pine Plains, Dutchess County

The Clerk read the Notice of Public Hearing.

The Chair declared the public hearing open.

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

Public Hearing on the Acquisition of Conservation Easement on property known as the Glenmore Farm, Inc. in the Towns of Pleasant Valley and Clinton, Dutchess County

The Clerk read the Notice of Public Hearing.

The Chair declared the public hearing open.

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

Public Hearing on the Acquisition of Conservation Easement on property known as the Glendale Farm in the Town of Amenia, Dutchess County

The Clerk read the Notice of Public Hearing.

The Chair declared the public hearing open.

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

Public Hearing on the Acquisition of two Conservation Easements on property known as the Destined Wind Farm in the Town of Amenia, Dutchess County

The Clerk read the Notice of Public Hearing.

The Chair declared the public hearing open.

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

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

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

Chair Pulver entertained a motion to approve the September 2019 minutes.

The September 2019 minutes were adopted.

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

Legislator Keith reported there last year money was added to the budget to do compliance checks for alcohol and vaping products. He stated that 15 checks had been completed with only one violation.

Legislator Edwards reported on the Criminal Justice Council and stated that the Justice and Transition Center would be downsized as a result of policy changes. She requested a full financial report as to where the project stands and that the Justice and Transition Center Advisory Committee meet. She further requested a public information meeting on the project.

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

COMMUNICATIONS RECEIVED FOR THE OCTOBER 2019 BOARD MEETING

Received from Fulton County, Resolution No. 342, Resolution Opposing Governor Cuomo's Proposed Regulations Requiring New License Plates and Fees.

Received from Essex County, Resolution No. 250, Resolution Opposing Any State Legislation Including, but not Limited to, Assembly Bill 8201/Senate Bill 6511 which Seeks to Exempt Telecommunications Equipment and Fiber Optic Cables from Taxation as Real Property Under RPTL §102(12)(i).

Received from Cattaraugus County, Act No. 388-2019, Supporting Adoption of Senate Bill S.428-A and Assembly Bill A.47-A by New York State Legislature Regarding the Prohibition of the Sale and Distribution of Flavored E-Liquid for Use in E-Cigarettes.

Received from Water and Wastewater Authority, Tentative Estimate of 2020 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 1,2,3,7 and 10.

Received from Madison County, Resolution No. 19-514, Resolution in Support of Federal Legislation to Repeal the Health Insurance Tax (Hit).

Received from Mayor Robert Liffland of the Village of Pawling, A State of Emergency Declaration due to unexpected damage to the public water system in and around Charles Street area.

Received from Town of Pawling, Notice of Public Hearing and Local Law No.__ of 2019 to Amend Chapter 215 (Zoning) of the Town Code of the Town of Pawling Entitled "Short Term Rentals".

Received from the County Clerk:

Summary of Mortgage Tax Received Apr 2019 to Sep 2019

September Mortgage Tax Detail Ledger

September Foreclosure Statistics

September Mortgage Tax Report

Received from Town of Kent, Notice of Public Hearing and Amendment to Kent Town Code Chapter 77, entitled "Zoning", which Amendment will Revise Article VII Regarding Permitted Uses in the IOC District.

Received from Budget Director, Contingency and Capital Reserve Account Status as of October 10, 2019.

Received from Drescher & Malecki LLP:

Basic Financial Statements, Required Supplementary Information and Federal Awards Information for the Year Ended December 31, 2018, and Independent Auditors' Reports, and

New York State Department of Transportation Financial Assistance Schedules for the Year Ended December 31, 2018, and Independent Auditors' Report.

RECEIVED
SEP 16 2019
AM 12:26

Resolution No. 342

Supervisor ARGOTSINGER offered the following Resolution and moved its adoption:

RESOLUTION OPPOSING GOVERNOR CUOMO'S PROPOSED REGULATIONS REQUIRING NEW LICENSE PLATES AND FEES

WHEREAS, Governor Cuomo and the New York State Department of Motor Vehicles has announced plans to require new license plates that will force millions of motorists to pay a $25.00 per plate fee and another $20.00 if they want to keep their current plate number; and

WHEREAS, an analysis by Senator James Tedisco, indicates that the license plates cost $2.3 million per year and project that the state will reap more than a $70 million dollar revenue windfall from the $25.00 per plate fee; and

WHEREAS, according to Part H of NYS Budget Bill A.159B of 2009, the State can charge up to $25.00 for a license plate, but is not required to levy such a fee, and over the past decade has not imposed that cost; and

WHEREAS, the current license plates are satisfactory for cashless tolling and red light cameras according to the Thruway Authority and law enforcement; and

WHEREAS, nowhere in the law does it state that license plate design replacement is mandatory, and while some plates may be peeling or fading, motorists should not be forced to pay additional fees because of the inferior product that the state purchased; and

WHEREAS, Senator James Tedisco, Assemblyman Robert Smullen and many County Clerks, including Fulton County Clerk Linda Kollar, and many consumer groups have spoken out in opposition to the Governor's License Plate Fee proposal; and be it further

RESOLVED, That the Board of Supervisors, hereby expresses its strong opposition to the Governor's License Plate Tax hike proposal and urges him to reverse his plan to charge millions of motorists $25.00 for new plates and $20.00 to keep their current plate numbers; and, be it further

RESOLVED, That certified copies of this Resolution be forwarded to the County Treasurer, Governor Andrew Cuomo, Senator James Tedisco, Assemblyman Robert Smullen, County Clerk, All Counties, New York State Association of Counties, Commissioner of NYS DMV, and Administrative Officer/Clerk of the Board.

Seconded by Supervisor POTTER and adopted by the following vote:

TOTAL: Ayes: 19 Nays: 0 Absent: 1 (Supervisor Waldron)

STATE OF NEW YORK }
COUNTY OF FULTON } ss:

I, Jon R. Stead, Clerk of the Board of Supervisors of Fulton County hereby certify that I have compared the foregoing resolution with the original resolution, adopted by the Board of Supervisors of said County, at a duly called and held meeting of said Board on the 9th day of SEPTEMBER 2019, and the same is a true and correct transcript therefrom and the whole thereof.

Witness my hand and official seal
This 9th day of SEPTEMBER 2019

Clerk of the Board of Supervisors of Fulton County

Essex County Board of Supervisors

Resolution No. 250

September 3, 2019
Regular Board Meeting

RESOLUTION OPPOSING ANY STATE LEGISLATION INCLUDING, BUT NOT LIMITED TO, ASSEMBLY BILL 8201/SENATE BILL 6511 WHICH SEEKS TO EXEMPT TELECOMMUNICATIONS EQUIPMENT AND FIBER OPTIC CABLES FROM TAXATION AS REAL PROPERTY UNDER RPTL §102(12)(i)

The following resolution was offered by Supervisor Scozzafava, who moved its adoption.

Upon the recommendation of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, the past several years, various telecommunications companies have attempted through the New York State courts to seek exemption from real property taxes on telecommunications equipment and fiber optic cables and lines; and

WHEREAS, prior to the institution of all legal proceedings by telecommunications companies, this telecommunications equipment and fiber optics lines and cables were always taxed by various municipalities; and

WHEREAS, the end result of the various court decisions culminated in the decision of the New York State Court of Appeals *In the Matter of T-Mobil Northeast, LLC v. Debellis et. al* dated December 13, 2018, wherein the Court of Appeals affirmatively held that telecommunications equipment and fiber optic cables and lines were taxable as real property under RPTL §102(12)(i). This case is now the law of the land in the State of New York; and

WHEREAS, by virtue of the Court of Appeals case, all municipalities have continued to tax telecommunications and fiber optic cables as real property; and

WHEREAS, it now appears that the telecommunication companies are attempting an end run around the Court of Appeals ruling and have introduced Assembly Bill 8201/Senate Bill 6511 which seeks to exempt the taxation of telecommunications equipment and fiber optic cables and lines, thereby overruling the Court of Appeals decision; and

WHEREAS, New York State municipalities are extremely limited in their ability to generate income and rely heavily on real property taxes as their main stream of income for the administration and functioning of local government; and

WHEREAS, fiber optic cables and lines and other telecommunication equipment located and situate on or under real property have value, increase the value of the real property upon or under which they travel, add extreme value to telecommunication companies and have always been taxed by the various municipalities; and

WHEREAS, the loss of the tax revenue generated by the taxation of these facilities would be an extreme burden to all municipalities across the State of New York, especially in light of the increased unfunded mandates that the State has imposed on the them; and

WHEREAS, to deprive the various municipalities throughout the State of New York of these valuable revenues will have a severe and debilitating effect upon their ability to function.

WHEREAS, this Board implores our legislatures to protect its counties and municipalities and not to yield to pressure of the telecommunications industry.

BE IT RESOLVED, that the Essex County Board of Supervisors strongly and vehemently opposes Assembly Bill 8201/Senate Bill 6511, or any and all other legislation that would exempt telecommunications equipment and fiber optic cables and lines from real property taxation, as the loss of this revenue will severely effect the County's ability to function.

BE IT FURTHER RESOLVED, that this Board implores its state legislators and the Governor to carefully examine and consider these issues, taking into consideration the extreme financial constraints within which counties and other municipalities in New York State currently operate and not succumb to special interests who are more than able to pay their fair share of real property taxes.

BE IT FURTHER RESOLVED, that the Clerk of the Board is hereby authorized and and directed to send a certified copy of this resolution to Governor Cuomo, Assembly Majority Leader Crystal Peoples-Stokes, Senate Majority Leader Andrea Stewart-Cousins, Senate Minority Leader John J. Flannigan, Assembly Minority Leaner Brian Kolb, Senator Elizabeth O'C. Little, Assemblyman Dan Stec, Assemblywoman Sandy Galef, New York State Association of Counties, and all others deemed necessary and proper.

This resolution was seconded by Supervisor Morrow, and duly adopted.

STATE OF NEW YORK, COUNTY OF ESSEX)ss:

I, JUDITH A. GARRISON, Clerk of the Essex County Board of Supervisors, do hereby certify that I have compared the foregoing copy with the original resolution filed in this office on the 3rd day of September, 2019, and that it is a correct and true copy thereof.

IN TESTIMONY THEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of September, 2019.

Judith A. Garrison

Judith A. Garrison
Clerk of the Essex County Board of Supervisors

ACT NO. 388-2019

by Ms. Vickman and Ms. Hastings
and Mr. Breton, Mr. Burr, Mr. Hale, Mr. Helmich, Mr. Higgins,
Mr. Klancer, Mr. Marsh, Mr. Snyder, Jr., Mr. Snyder, Sr. Mr. VanRensselaer,
Mr. Giardini, Mr. Koch, Mrs. Labuhn and Mr. Padlo

SUPPORTING ADOPTION OF SENATE BILL S.428-A AND ASSEMBLY BILL A.47-A BY NEW YORK STATE LEGISLATURE REGARDING THE PROHIBITION OF THE SALE AND DISTRIBUTION OF FLAVORED E-LIQUID FOR USE IN E-CIGARETTES

Pursuant to Section 153 of the County Law.

I. WHEREAS, Senate Bill S.428-A and Assembly Bill A.47-A have been introduced in the State Legislature to prohibit the sale and distribution of flavored "e-liquids" for use in electronic cigarettes and electronic cigarettes containing such flavoring, and

II. WHEREAS, many e-cigarette and liquid nicotine products come in flavors that are attractive to young people, such as cherry, fruit punch, chocolate and cola, and

III. WHEREAS, recent studies by the Food and Drug Administration and the Centers for Disease Control and Prevention show a marked increase in the use of e-cigarettes and liquid nicotine by middle and high-school students, and

IV. WHEREAS, in the past year, the percentage of middle school students using e-cigarettes has increased by 50%, with use by high school students increasing by 80%, and

V. WHEREAS, the most commonly cited reasons for using e-cigarettes among both youth and young adults are curiosity, fruit and candy flavorings offered by liquid nicotine manufacturers and the low-perceived harm compared to other tobacco products, and

VI. WHEREAS, limiting liquid nicotine to tobacco flavor available for purchase would reduce children's interest in using these products while allowing adults the option to continuing e-cigarettes as a replacement for traditional tobacco products or for smoking cessation purposes, and

VII. WHEREAS, the Cattaraugus County Legislature finds that it is necessary to protect and promote the public health, safety and welfare of the youth and young adults residing in Cattaraugus County, now, therefore, be it

I. RESOLVED, that the Cattaraugus County Legislature hereby supports and urges the adoption of Senate Bill S.428-A and Assembly Bill A.47-A, and be it further

II. RESOLVED, that the Clerk of the Legislature is hereby directed to forward copies of this resolution to Governor Cuomo, Senate Majority Leader Stewart-Cousins, Assembly Member Giglio, Senate Committee on Health Chairman Rivera, Assembly Committee on Health Chairman Gottfried, the New York State Association of Counties, the Inter-County Association of Western New York, and the New York State Public Health Association.

This is to Certify that I, the undersigned, Deputy Clerk of the Legislature of the County of Cattaraugus, have compared the foregoing copy of resolution with the original thereof on file in this office and which was duly adopted by the Legislature of said County on the 11th day of September, 2019, and that the same is a true and correct transcript of such resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the Legislature of the County of Cattaraugus, this 12th day of September, 2019.

Lori A. Pangborn, Deputy Clerk of the Legislature

DUTCHESS COUNTY

WATER AND WASTEWATER AUTHORITY

1 LaGrange Avenue
Poughkeepsie
New York, 12603
(845) 486-3601
Fax (845) 486-3656
dcwwa@dutchessny.gov
www.DCWWA.org

Authority Board Members

Thomas LeGrand
Chairperson

Vincent DiMaso
Vice-Chairperson

Rudy Vavra
Treasurer

Lawrence R. Knapp
Secretary

Michael Cotton

Ex officio Members

Brian Scoralick
Executive Director
Soil and Water Conservation District

Eoin Wrafter
Commissioner
D.C. Dept. of Planning & Development

Staff

Bridget Barclay
Executive Director

Mary C. Morris
Deputy Director

TO: Carolyn Morris, Clerk of the Legislature
FROM: Bridget Barclay, Executive Director
DATE: September 16, 2019
RE: Year 2020 Tentative Assessment Levy
Dutchess County Water District
Dutchess County Part County Sewer District 1
Dutchess County Part County Sewer District 2
Dutchess County Part County Sewer District 3
Dutchess County Part County Sewer District 7
Dutchess County Part County Sewer District 10

Attached please find the Tentative Estimate of 2020 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, 3, 7 and 10.

cc w/out Assessment Rolls:
James Fedorchak, County Attorney
Heidi Seelbach, Commissioner of Finance
Jessica White, Budget Director

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONES OF ASSESSMENT A and B
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zones A and B (covering the water service area formerly served by the Hyde Park Fire and Water District).

EXPENSES:

Debt Service and other expenses for Zones A and B (Hyde Park)

Principal and Interest	$1,611,968.98	
Repayment of County Service Fee	$0.00	
Repay Chargeback	$29,861.00	
Administrative Expenses:		
Trustee Fees	$12,344.05	
DCWWA Admin.	$45,192.01	
TOTAL EXPENSES FOR ZONES A & B		**$1,699,366.05**

REVENUES:

Zone A Benefit Assessment Levy	$992,507.72	
Zone B Benefit Assessment Levy	$644,843.89	
Total Zones A & B	$1,637,351.61	
Capital Contribution from Zone of Assessment D and L	$62,014.44	
TOTAL REVENUES FROM ZONES A & B		**$1,699,366.05**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT C
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone C (covering the water service area formerly served by the Staatsburg Water Company and an expanded service area).

EXPENSES:

Debt service and other expenses for Zone C (Towns of Hyde Park and Rhinebeck)			
Principal and Interest	$390,302.09		
Administrative Expenses:			
Trustee Fees	$2,478.42		
DCWWA Admin.	$7,339.63		
TOTAL EXPENSES FOR ZONE C			**$400,120.14**

REVENUES:

Benefit Assessment Levy - Hyde Park	$333,780.58	
Benefit Assessment Levy - Rhinebeck	$56,147.11	
Total Zone C Levy	$389,927.69	
Capital Charges Against District Tenants	$10,192.45	
TOTAL REVENUES FROM ZONE C		**$400,120.14**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT D
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone D of the Dutchess County Water District.

EXPENSES:

Debt Service and other expenses for Zone D

Principal and Interest	$252,277.24	
Hyde Park Plant Capital Payment	$ 45,985.28	
Administrative Expenses:		
Trustee Fees	$ 4,095.17	
DCWWA Admin.	$ 5,269.93	
TOTAL EXPENSES FOR ZONE D		**$307,627.62**

REVENUES:

Zone D Assessment Levy	$306,996.33
Capital Charges Against District Tenants	$631.29
TOTAL REVENUES FROM ZONE D	**$307,627.62**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT H
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone H of the Dutchess County Water District.

EXPENSES:

Debt Service and other expenses for Zone H

Principal and Interest	$154,325.00	
Administrative Expenses:		
Trustee Fees	$ 2,175.00	
DCWWA Admin.	$ 4,377.87	
TOTAL EXPENSES FOR ZONE H		**$160,877.87**

REVENUES:

Zone H Assessment Levy	$160,877.87
TOTAL REVENUES FROM ZONE H	**$160,877.87**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT J
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone J of the Dutchess County Water District.

EXPENSES:

Debt Service and other expenses for Zone J

Principal and Interest	$177,424.47	
Administrative Expenses:		
Trustee Fees	$ 1,925.00	
DCWWA Admin.	$ 1,948.75	
TOTAL EXPENSES FOR ZONE J		**$181,298.21**

REVENUES:

Zone J Assessment Levy	$181,298.21
TOTAL REVENUES FROM ZONE J	**$181,298.21**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT K
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone K of the Dutchess County Water District.

EXPENSES:

Debt Service and other expenses for Zone K

Principal and Interest	$ 69,102.13	
Administrative Expenses:		
Trustee Fees	$ 887.31	
DCWWA Admin.	$ 1,146.59	
TOTAL EXPENSES FOR ZONE K		**$71,136.03**

REVENUES:

Zone K Assessment Levy	$71,136.03
TOTAL REVENUES FROM ZONE K	**$71,136.03**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT L
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone L of the Dutchess County Water District.

EXPENSES:

Debt Service and other expenses for Zone L

Principal and Interest	$73,474.09	
Hyde Park Plant Capital Payment	$16,029.16	
Administrative Expenses:		
Trustee Fees	$ 732.55	
DCWWA Admin.	$ 1,358.59	
TOTAL EXPENSES FOR ZONE L		**$91,594.39**

REVENUES:

Zone L Assessment Levy	$91,594.39
TOTAL REVENUES FROM ZONE L	**$91,594.39**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
ZONE OF ASSESSMENT Q
IN THE DUTCHESS COUNTY WATER DISTRICT

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Zone Q of the Dutchess County Water District.

EXPENSES:

Debt Service and other expenses for Zone Q

Principal and Interest	$152,178.53	
Administrative Expenses:		
Trustee Fees	$ 1,925.00	
DCWWA Admin.	$ 3,642.03	
TOTAL EXPENSES FOR ZONE Q		**$157,745.56**

REVENUES:

Zone Q Assessment Levy	$157,745.56
TOTAL REVENUES FROM ZONE Q	**$157,745.56**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #1

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Part County Sewer District #1.

EXPENSES:

Debt Service and other expenses for Sewer District #1

Principal and Interest	$230,514.29	
Administrative Expenses:		
Trustee Fees	$ 2,750.00	
DCWWA Admin.	$ 7,813.34	
TOTAL EXPENSES FOR SEWER DISTRICT #1		**$241,077.63**

REVENUES:

District #1:

Zone A Benefit Assessment Levy	$241,072.61	
Zone B Benefit Assessment Levy	$ 5.02	
Total Zones A & B	$241,077.63	
TOTAL REVENUES FROM SEWER DISTRICT #1		**$241,077.63**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #2

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Part County Sewer District #2.

EXPENSES:

Debt Service and other expenses for Sewer District #2

Principal and Interest	$88,424.12	
Administrative Expenses:		
Trustee Fees	$ 2,750.00	
DCWWA Admin.	$ 1,748.18	
TOTAL EXPENSES FOR SEWER DISTRICT #2		**$92,922.30**

REVENUES:

District #2 Assessment Levy	$92,922.30
TOTAL REVENUES FROM SEWER DISTRICT #2	**$92,922.30**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #3

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Part County Sewer District #3.

EXPENSES:

Debt Service and other expenses for Sewer District #3

Principal and Interest	$165,578.70	
Administrative Expenses:		
Trustee Fees	$ 2,175.00	
DCWWA Admin.	$ 4,093.07	
TOTAL EXPENSES FOR SEWER DISTRICT #3		**$171,846.77**

REVENUES:

District #3 Assessment Levy	$171,846.77
TOTAL REVENUES FROM SEWER DISTRICT #3	**$171,846.77**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #7

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Part County Sewer District #7.

EXPENSES:

Debt Service and other expenses for Sewer District #7

Principal and Interest	$35,500.00	
Administrative Expenses:		
Trustee Fees	$ 0.00	
DCWWA Admin.	$ 1,680.12	
TOTAL EXPENSES FOR SEWER DISTRICT #7		**$37,180.12**

REVENUES:

District #7 Assessment Levy	$37,180.12
TOTAL REVENUES FROM SEWER DISTRICT #7	**$37,180.12**

ESTIMATE OF 2020 DEBT SERVICE EXPENDITURES
AND REVENUE NEEDS FOR
DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #10

The following is a summary of the installments of principal, interest and other expenditures, estimated revenues and benefit assessments to be levied in Part County Sewer District #10.

EXPENSES:

Debt Service and other expenses for Sewer District #10

Principal and Interest	$16,660.00	
Administrative Expenses:		
Trustee Fees	$ 1,500.00	
DCWWA Admin.	$ 733.16	
TOTAL EXPENSES FOR SEWER DISTRICT #10		**$ 18,893.16**

REVENUES:

Benefit Assessment Levy - Hyde Park	$ 6,297.72
Benefit Assessment Levy - Rhinebeck	$ 12,595.44
Total Zones A & B	$ 18,893.16
TOTAL REVENUES FROM SEWER DISTRICT #10	**$ 18,893.16**

CERTIFICATION

The undersigned, Executive Director of the Dutchess County Water and Wastewater Authority, hereby certifies that the foregoing estimates of the 2020 Debt Service Expenditures for Zones of Assessment A, B, C, D, H, J, K, L and Q in the Dutchess County Water District, and Part County Sewer Districts #1, 2, 3, 7 and 10 accurately state the debt service and other expense requirements and projected revenues required to satisfy those requirements in the service areas covered by said Zones and said Part-County Districts.

Dated: Poughkeepsie, NY
September 16, 2019

Bridget Barclay, Executive Director
Dutchess County Water and
Wastewater Authority

RESOLUTION NO. 19-514

RESOLUTION IN SUPPORT OF FEDERAL LEGISLATION TO REPEAL THE HEALTH INSURANCE TAX (HIT)

WHEREAS, the Jobs and Premium Protection Act of 2019 (H.R. 2447) repeals the annual fee on health insurance providers enacted by the Patient Protection and Affordable Care Act (PPACA); and

WHEREAS, the Health Insurance Tax (HIT) is one of the largest tax increases included in the PPACA, which was signed into law in 2010; and

WHEREAS, a study by actuarial firm Oliver Wyman shows that, on average, the HIT will cost each family approximately $5,000 in higher premiums over the next decade; and

WHEREAS, repealing the HIT is a critically important step to protect consumers and small business owners;

NOW, THEREFORE BE IT RESOLVED, that the Madison County Board of Supervisors supports the repeal of the Health Insurance Tax (HIT); and

BE IT FURTHER RESOLVED, that the Board of Supervisors supports the Jobs and Premium Protection Act of 2019 (H.R. 2447); and

BE IT FURTHER RESOLVED, that the Clerk to Board of Supervisors shall forward copies of this resolution to Governor Andrew Cuomo, Representative Anthony Brindisi, the New York State Association of Counties (NYSAC) and all others deemed necessary and proper.

Dated: September 10, 2019

Daniel S. Degear, Chairman
Government Operations Committee

MADISON COUNTY
BOARD OF SUPERVISORS
WAMPSVILLE, N.Y.

This is to certify that I, Cindy Urtz, Clerk to the Board of Supervisors of the County of Madison, have compared the foregoing copy of this resolution with the original resolution now on file in this office, and which was duly adopted by the Board of Supervisors of said County on Sept. 10, 2019 *and that same is a true and correct transcript of said resolution and of the whole thereof.*

In Witness Whereof, I have hereunto set my hand and the official seal of the Board of Supervisors of the County of Madison.

Clerk, Board of Supervisors

RECEIVED
SEP 23 2019
By KH 12:30

STATE OF EMERGENCY DECLARATION

A State of Emergency is hereby declared in the Village of Pawling effective at 8 a.m. on September 18, 2019.

This State of Emergency has been declared due to unexpected damage to the public water system in and around Charles Street area resulting in an imminent hazard to the public health, welfare, and/or the environment **and imperilment of public safety**.

This situation threatens the public safety.

This State of Emergency will remain in effect until rescinded by a subsequent order.

As the Chief Executive of the Village of Pawling, I, Robert Liffland, exercise the authority given me under Section 24 of the New York State Executive Law, to preserve the public safety and hereby render all required and available assistance vital to the security, well-being, and health of the citizens of this Municipality.

I hereby direct all departments and agencies of the Village of Pawling to take whatever steps necessary to protect life and property, public infrastructure, and provide such emergency assistance deemed necessary.

Robert Liffland

Mayor

September 18, 2019

TOWN OF PAWLING

The Pride of the Harlem Valley

TOWN HALL
160 Charles Colman Blvd.
Pawling, New York 12564
Tel. (845) 855-5040 Fax (845) 855-0179

CATHERINE GIORDANO
TOWN CLERK
cgiordano@pawling.org

CHERYL KNOWLES
DEPUTY TOWN CLERK
cknowles@pawling.org

RECEIVED
SEP 23 2019
By LH 12:30

DATE: SEPTEMBER 18, 2019

TO: DUTCHESS COUNTY BOARD OF LEGISLATORS
PUTNAM COUNTY BOARD OF LEGISLATORS
PUTNAM COUNTY PLANNING DEPARTMENT
TOWN OF BEEKMAN
TOWN OF DOVER
TOWN OF EAST FISHKILL
TOWN OF KENT
TOWN OF PATTERSON
TOWN OF SHERMAN
VILLAGE OF PAWLING
TOWN OF PAWLING BUILDING DEPARTMENT

THE TOWN BOARD OF THE TOWN OF PAWLING, DUTCHESS COUNTY, NEW YORK WILL CONDUCT A PUBLIC HEARING AT THE TOWN HALL, 160 CHARLES COLMAN BOULEVARD, PAWLING, NEW YORK AS FOLLOWS:

DATE: OCTOBER 9, 2019

TIME: 7:00 PM

TO CONSIDER THE ADOPTION OF PROPOSED LOCAL LAW NO. __ OF 2019 TO AMEND CHAPTER 215 (ZONING) OF THE TOWN CODE OF THE TOWN OF PAWLING ENTITLED "SHORT TERM RENTALS".

A COPY OF THE PUBLIC HEARING NOTICE AND THE PROPOSED LOCAL LAW ARE ATTACHED HERETO.

VERY TRULY YOURS,

Catherine Giordano

CATHERINE GIORDANO
TOWN CLERK

LOCAL LAW NO. __ OF THE YEAR 2019

A LOCAL LAW ESTABLISHING AMENDING CHAPTER 215 (ZONING) OF THE TOWN CODE OF THE TOWN OF PAWLING ENTITLED "SHORT TERM RENTALS"

BE IT ENACTED by the Town Board of the Town of Pawling, County of Dutchess, as follows:

Section 1: Section 215-3 of the Zoning Code of the Town of Pawling is hereby amended with the insertion of a new definition of "Short-Term Rental" to read as follows:

> SHORT-TERM RENTAL- A dwelling unit that is rented, in whole or part, to any person or entity for a period of less than 30 consecutive nights, and is not regulated by any other section of the Code of the Town of Pawling. "Rental" means an agreement granting use or possession of a residence, in whole or in part, to a person or group in exchange for consideration valued in money, goods, labor, credits, or other valuable consideration. Use of short-term rental by a record owner of a property shall not be considered a rental under this section.

Section 2: Chapter 215 (Zoning) of the Code of the Town of Pawling is hereby amended with the insertion of a new section 215-44.1 to read as follows:

§ 215-44.1 Short-Term Rental Regulations.

A. Intent . To guide the future growth of the Town, while preserving the rural character of the neighborhood, protect the health safety and welfare of surrounding community, residents of the Town, and the Short Term Rental transient occupants. Promote a beneficial way for property owners to monetize extra space in exchange for rental income to offset expense, maintain properties aesthetics and values within a neighborhood.

B. Permit Required. An owner shall obtain a revocable short-term rental permit whenever a dwelling unit, apartment within a dwelling unit, or any bedroom within a dwelling unit, is to be used for short-term rental purposes.

(1) A short-term rental permit shall be obtained prior to using the unit as a short-term rental.

(2) A short-term rental permit shall be valid for one calendar year and must be renewed upon expiration as long as the unit is used as a short-term rental.

(3) The short-term rental permit is transferrable to a new owner of said premises, so long as the owner registers with the Town updating the short-term rental permit application, and agree in writing to comply with the requirements of the short-term rental permit and these regulations.

(4) If the terms of the short-term rental permit are violated or these regulations not followed, the short-term rental permit may be revoked by the Building Inspector subject to the penalties of Chapter 11 of the Code of Pawling, and the penalties set forth below.

(5) Owners of existing Short Term Rentals must file for a permit within 90 days of the effective date of this local law in order to be in conformity with the local law.

C. Notification to Neighbors: As a condition precedent to submitting an application for a Short Term Rental Permit, the applicant must send written notification to all property owners within the following radius of the subject property of the applicant's intent to apply for a Short Term Rental Permit, by certified mail, return receipt requested:

(1) If a subject property is located partially or wholly within a commercial zoning district, the Highway Business, or CD-5 Zoning District, a radius of 500 feet;

(2) If a subject property is located partially or wholly within the R-3 or R-4 Zoning District, a radius of 300 feet; or

(3) If a subject property is located partially or wholly within the R-1 or R-2 Zoning District; a radius of 150 feet.

The applicant shall obtain the most current addresses for the neighboring property owner's from the assessor's office. Such notice must include:

(1) The number of rooms that the applicant intends to rent on a short term basis. If the application is for the entire house, then the notice shall include the number of bedrooms, as defined below, within the house.

(2) The names and contact information for all property owners of the short term rental, including current telephone number and email addresses.

(3) The name, address, telephone number and email address of a contact person, who shall be responsible and authorized to act on the owner's behalf to promptly remedy any violation of these standards or the permit. The contact person may be the owner or an agent designated by the owner to serve as a contact person.

(4) The parking plan for the short term rental.

With the application the applicant must provide a notarized affidavit affirming that the certified mailings have been sent, a list of the property owners within the specified distances and copies of any and all receipts and return receipts.

D. Short-Term Rental Permit Application Requirements. An application for (or renewal of) a short-term rental permit signed by all persons and entities having ownership interest in the subject property, shall be submitted to the Building Inspector, shall be accompanied by payment of a permit fee, to be determined by the Town Board by separate resolution, shall by a copy of the current vesting deed showing how title to the subject property is then held, shall be completed on a form provided by the Town, and shall provide the following information:

(1) A list of all property owners of the short-term rental including names, addresses, telephone numbers and email addresses.

(2) Completion of a signed and notarized affidavit by all property owners certifying the following:

(a) Compliance with the following standards:

(i) There shall be one functioning smoke detector in each sleeping room and at least one functioning smoke detector in at least one other room, one functioning fire extinguisher in the kitchen and at each exit, and at least one carbon monoxide detector. In addition, the premises must comply with all NYS Building and Fire Code regulations, as the same may be amended.

(ii) Exterior doors shall be operational and all passageways to exterior doors shall be clear and unobstructed.

(iii) Electrical systems shall be serviceable with no visual defects or unsafe conditions.

(iv) All fireplaces, fireplace inserts or other fuel burning heaters and furnaces shall be vented and properly installed.

(v) Each sleeping room shall have an exterior exit that opens directly to the outside, or an emergency escape or rescue window.

(b) The number of sleeping rooms within one short-term rental, as defined in this section.

(c) The number of parking spaces on the property that meet the standards set forth below.

(d) Affidavit certifications shall be valid during the term of the short-term rental permit, or until modifications requiring a building permit are made. If relevant circumstances on the property change or for any reason the certification is or becomes inaccurate, a new certification shall be submitted.

(e) Affidavit pursuant to Chapter 67 of the Town Code, entitled "Application Processing" certifying that there are no violations on the property.

(3) A detailed plan, drawn to scale, showing the location of buildings, required parking and, if not served by a public sewer, the location of the septic system and leach field. An accurate suitable plan need not be prepared by a professional.

(4) If the property is served by a private septic system, a septic inspection report, dated within 90 days of the date of the application, stating the size of the tank(s) and leach or absorption field or area and location and condition of all septic system components. The report must state the septic system was adequately functioning at the time of inspection. The maximum occupancy of the short-term rental unit shall be limited by the number of bedrooms allowed for the size of the septic tank and leach or

absorption area, as set forth in the regulations of the NYS Department of Health, Appendix 75-A of Part 75 of Title 10 of the New York Code of Rules and Regulations, as amended, and regulations and/or standards applicable to aerobic septic systems. A system failure will require a new passing inspection report.

(5) The name, address, telephone number and email address of a contact person, who shall be responsible and authorized to act on the owner's behalf to promptly remedy any violation of these standards or the permit. The contact person may be the owner or an agent designated by the owner to serve as a contact person.

(6) A statement that the applicant has met and will continue to comply with the standards of these regulations and the permit.

E. Short-Term Rental Standards. All short-term rentals shall meet the following standards:

(1) The maximum occupancy for each short-term rental shall be the smaller of:

(a) The maximum number of people allowed based on the septic inspection report, if applicable; or

(b) The number of people calculated on the basis of 2 persons per sleeping room (unless the room size is below 100 square feet), plus an additional 2 persons. For this purpose, a sleeping room is defined as a fully enclosed habitable space of at least 70 square feet for one person and 100 square feet for two persons, with an emergency escape or rescue opening.

(2) The property must have sufficient off street parking spaces in compliance with the requirements of Section 215-34 (Off Street Parking and Loading) of this Chapter, to accommodate the maximum occupancy.

(3) Tenants and guests shall park in the off street parking spaces required by Section 215-34 of the Town Code and shall not park on the street.

(4) A house number visible from the street or road shall be maintained.

(5) Provisions shall be made for garbage removal during rental periods. Garbage containers shall be secured with tight-fitting covers at all times to prevent leakage, spilling of odors, and placed where they are not clearly visible from the street or road except around pick-up time.

(6) Advertisements for the short-term rental must conform to what is allowed under these regulations and the short-term rental permit. All signs must comply with any and all requirements of the Town of Pawling Town Code.

(7) No short term rental shall be used for a Special Event as defined in Town Code Chapter _____ without first applying for and obtaining a Special Event Permit consistent with the provisions of said Chapter.

F. Procedure Upon Filing Application.

(1) Upon filing the permit application, fee, and supporting affidavits with the Town Building Inspector, the Town Building Inspector shall have 30 days

to review the application, inspect the property, and then either issue the permit, with or without conditions, or notify the applicant in writing that the application has been denied along with the reason or reasons for denial. If a permit is issued, the permit shall bear the signature of the Building Inspector.

(2) In submitting the application for a new permit or any renewal, the Owner consents to an inspection of the property to ensure compliance with all conditions.

(3) In issuing a short-term rental permit, the Building Inspector may impose such reasonable conditions and restrictions as are directly related to and incidental to the use of the property for short-term rentals.so long as such conditions and restrictions are consistent with the requirements of the Town Code and are imposed for the purpose of minimizing any adverse impact the issuance of the short-term rental permit may have on the neighborhood or community. The Building Inspector may review any written complaints or concerns of neighbors and take such complaints and concerns into account when determining reasonable conditions.

(4) The Town Building Inspector may deny an application for any of the following reasons:

(a) The application is incomplete, the documentation required by this Chapter was not included with the application or the full permit fee, in payment form acceptable to the Building Department, was not included with the application.

(b) The Town of Pawling issued a short-term rental permit to any of the owners of the subject property and any of such owners had a short-term rental permit revoked within the previous year.

(c) The affidavit from the owners or an inspection conducted by the Building Inspector as authorized in this section evidences that the subject property is not in compliance with this Chapter or Chapter 67.

(d) The detailed plan submitted with the application does not comply with the requirements of this section.

(e) A private septic inspection report submitted with the application does not comply with the requirements of this section and with all East of Hudson requirements for maintenance of such septic systems as the same may be amended from time to time.

(5) Short-term rental permits issued pursuant to this section shall state the following:

(a) The names, addresses and phone numbers of every person or entity that has an ownership interest in the short-term rental property and of a primary contact person who shall be available during the entire time the short-term rental property is being rented;

(b) The maximum occupancy and vehicle limits for the short-term rental unit;

(c) Identification of the number of .and location of parking spaces available;

(d) A statement that littering is illegal;
(e) A statement that all outdoor fires must be attended;
(f) A statement that guests must comply with the Noise ordinance of the Town of Pawling, as set forth in Section, 215-35, which ordinance will be enforced by any law enforcement agency properly exercising jurisdiction over the premises or incident;
(g) A statement that the short-term rental permit may be revoked for violations; and
(h) Any conditions imposed by the Town Building Inspector.

G. Conformity and Display of Permit.
(1) The issuance of a short-term rental permit is subject to continued compliance with the requirements of these regulations.
(2) Prior to any tenants coming onto the short-term rental property:
(a) The current short-term rental permit shall be prominently displayed inside and near the front entrance of the short-term rental; and
(3) The owners must ensure that current and accurate information is provided to the Town Building Inspector and that they notify the Building Inspector immediately upon any information contained on the permit changing.

H. Compliance, Hearings and Penalties. Owners of short-term rental units shall obey all applicable laws, ordinances and regulations of the Town of Pawling, Dutchess County, New York State and shall be subject to the enforcement and penalty proceedings contained in this Chapter.

The following process shall be followed in the event of a complaint alleging a violation of these regulations or a permit issued under these regulations:

(1) The complaining party must file a complaint with the Building Inspector on a form provided by the Building Department including the date, time and nature of the alleged violation. The complaining party may also contact the local police/sheriff department. A copy of the complaint must be provided to the Building Department.
(2) The Town Building Inspector shall investigate the complaint. Any person who commits or permits any act in violation of any provisions of this chapter shall be deemed to have violated this chapter and to have committed a misdemeanor against the chapter and, shall be liable to the following penalties, following prosecution consistent with the laws of the State of New York:
(a) For each violation of the provisions of this chapter, the person violating the same shall be subject to a fine of not more than five hundred dollars ($500.) nor less than one hundred dollars ($100.) or imprisonment not to exceed one (1) year, or to both such fine and imprisonment.
(3) In addition to finding a violation, the Building Inspector may do any of the following depending on the circumstances:
(a) Attach reasonable conditions to the existing short-term rental permit;

(b) Suspend the short-term rental permit; and/or

(c) Revoke the short-term rental permit.

(5) Should a permit be revoked, none of the owners of the short-term rental property will be permitted to apply for any short term rental permit for one year from the date of revocation.

(6) The Town may initiate enforcement proceedings under this Chapter at any time following receipt of a complaint.

(7) In addition to the above-provided penalties, the Town Board may maintain an action or proceeding in the name of the Town in a court of competent jurisdiction to compel compliance with or to restrain by injunction the violation of this chapter.

Section 3. Tourist Home and Boardinghouse Uses.

This local law is intended to replace and supplement any and all provisions of the Pawling Town Code pertaining to Tourist Homes and Boardinghouses. This provision will govern the regulation of such short term rental uses.

Section 4. Severability.

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstance, and the Town Board of the Town of Pawling hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 5: Effective Date.

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Dated: _____, 2019

BY THE ORDER OF THE TOWN BOARD
TOWN OF PAWLING

IMPORTANT: These amounts are raw raw data. Actual distribution will vary based on interest earned and expenses incurred. as well as distribution to villages.

Summary of Mortgage Tax Received Apr 19 to Sep 19

Town	April 2018	May	June	July	August	September	Total for six months
Amenia	$1,173.50	$378,206.34	$31,478.01	$8,253.50	$2,880.00	$1,943.50	$423,934.85
Beekman	$15,486.23	$32,135.16	$24,624.63	$61,182.72	$26,568.96	$40,574.00	$200,571.70
Clinton	$9,620.50	$16,051.00	$12,816.47	$7,101.50	$5,216.37	$7,803.87	$58,609.71
Dover	$14,354.50	$12,414.66	$7,595.00	$5,385.00	$12,669.50	$17,121.00	$69,539.66
East Fishkill	$42,983.68	$82,121.31	$63,155.87	$96,295.50	$89,167.54	$100,651.50	$474,375.40
Fishkill	$55,644.89	$39,647.68	$43,846.50	$43,134.50	$35,656.58	$46,540.73	$264,470.88
Hyde Park	$84,108.01	$26,374.00	$23,103.00	$30,537.01	$43,153.64	$30,240.13	$237,515.79
LaGrange	$36,127.62	$49,557.07	$33,571.00	$45,378.50	$35,667.01	$48,107.50	$248,408.70
Milan	$3,260.50	$4,925.50	$9,770.00	$1,409.50	$6,688.40	$13,505.00	$39,558.90
North East	$4,146.50	$1,591.00	$4,277.50	$5,159.50	$14,638.50	$5,863.50	$35,676.50
Pawling	$8,304.51	$17,956.50	$9,590.00	$15,975.00	$17,859.00	$21,441.50	$91,126.51
Pine Plains	$14,299.50	$1,393.50	$6,181.00	$2,275.00	$10,711.50	$4,422.50	$39,283.00
Pleasant Valley	$13,102.14	$22,867.18	$13,017.98	$10,664.54	$15,969.00	$17,836.50	$93,457.34
Red Hook	$25,248.00	$19,224.50	$9,238.00	$24,111.99	$14,640.60	$23,229.39	$115,692.48
Rhinebeck	$26,718.50	$18,532.00	$25,745.22	$15,824.00	$32,127.09	$16,556.50	$135,503.31
Stanford	$8,094.00	$5,112.50	$7,099.50	$9,068.00	$7,208.50	$1,604.50	$38,187.00
Town of Poughkeepsie	$123,825.17	$85,963.81	$56,218.50	$137,071.59	$73,198.22	$102,604.50	$578,881.79
Union Vale	$9,137.00	$10,648.76	$12,192.00	$9,133.78	$13,254.62	$19,064.50	$73,430.66
Wappinger	$73,000.43	$52,110.72	$45,197.00	$55,563.00	$55,718.20	$48,062.00	$329,651.35
Washington	$11,955.00	$2,606.00	$16,546.54	$14,147.50	$6,345.00	$4,758.00	$56,358.04
City Beacon	$34,933.00	$63,467.50	$32,316.00	$50,077.00	$64,431.00	$45,789.27	$291,013.77
City Poughkeepsie	$57,907.47	$31,387.67	$27,166.51	$49,479.37	$49,950.34	$36,810.50	$252,701.86
Other	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total	$673,430.65	$974,294.36	$514,746.23	$697,228.00	$633,719.57	$654,530.39	$ 4,147,949.20
County Tax	$673,430.65	$974,294.36	$514,746.23	$697,228.00	$633,719.57	$654,530.39	$ 4,147,949.20
MTA	$414,755.39	$567,947.11	$295,573.48	$401,132.10	$364,438.33	$375,558.54	$2,419,404.95
Special Add	$87,258.59	$212,874.92	$22,399.75	$57,632.50	$40,403.03	$26,848.70	$447,417.49
1-6 Family	$210,243.73	$219,363.00	$185,603.00	$237,077.25	$226,241.75	$248,918.75	$1,327,447.48
Local Tax	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Taxes Held	$25,695.15	$7,798.40	$13,499.10	$11,152.85	$11,340.00	$12,058.90	$81,544.40
Ret/Out Cnty			$ 2,085.78				
Total	$ 1,411,383.51	$ 1,982,277.79	$ 1,031,821.56	$ 1,404,222.70	$ 1,276,142.68	$ 1,317,915.28	$ 8,423,763.52
MTA Take	$ 624,999.12	$ 787,310.11	$ 481,176.48	$ 638,209.35	$ 590,680.08	$ 624,477.29	$ 3,746,852.43

Dutchess County Clerk
Mortgage Tax Detail Ledger

9/1/2019 - 9/30/2019

250 Mortgage Tax County per Tax District

Name	Total
Amenia	$1,943.50
Beekman	$40,574.00
Clinton	$7,803.87
Dover	$17,121.00
East Fishkill	$100,651.50
Fishkill	$46,540.73
Hyde Park	$30,240.13
La Grange	$48,107.50
Milan	$13,505.00
North East	$5,863.50
Pawling	$21,441.50
Pine Plains	$4,422.50
Pleasant Valley	$17,836.50
Red Hook	$23,229.39
Rhinebeck	$16,556.50
Stanford	$1,604.50
Town of Poughkeepsie	$102,604.50
Union Vale	$19,064.50
Wappinger	$48,062.00
Washington	$4,758.00
City of Beacon	$45,789.27
City of Poughkeepsie	$36,810.50
Other	$0.00
Total Mortgage Tax	**$654,530.39**

Account Totals

Account	Description	Total
250	Mortgage Tax County	$654,530.39
260	Mortgage Tax MTA Share	$375,558.54
270	SONYMA	$26,848.70
275	1-6 Family	$248,918.75
276	Mortgage Tax Local	$0.00
280	Mortgage Tax Held	$12,058.90
Total Tax		**$1,317,915.28**

Dutchess County Clerk - Foreclosure Statistics

9/1/2019 - 9/30/2019

Municipality Name	Count
Amenia	1
Beekman	3
City of Beacon	1
City of Poughkeepsie	4
Clinton	4
Dover	2
East Fishkill	4
Fishkill	4
Hyde Park	3
La Grange	4
Milan	1
Pawling	2
Pine Plains	1
Pleasant Valley	1
Red Hook	2
Rhinebeck	1
Stanford	1
Town of Poughkeepsie	5
Union Vale	1
Wappinger	2
Washington	1
Total:	**48**

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
25620	9/3/2019	Mortgagor:	COX NICKESHA		
		Mortgagee:	MLB RESIDENTIAL LENDING LLC		
	Serial # DK2990		Doc # 01-2019-4611	$181,133.00	1-2 Family Residence
		250	Mortgage Tax County	$905.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$513.30	
		275	1-6 Family	$452.75	
		276	Mortgage Tax Local	$0.00	
				$1,871.55	
			Receipt Total:	$1,871.55	
25621	9/3/2019	Mortgagor:	SUOZZI PAUL A		
		Mortgagee:	IMPAC MORTGAGE CORP		
	Serial # DK2991		Doc # 01-2019-4612	$119,000.00	1-2 Family Residence
		250	Mortgage Tax County	$595.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$327.00	
		275	1-6 Family	$297.50	
		276	Mortgage Tax Local	$0.00	
				$1,219.50	
			Receipt Total:	$1,219.50	
25631	9/3/2019	Mortgagor:	NOONAN MICHAEL C		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK2992		Doc # 01-2019-4613	$251,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,255.00	Pawling
		260	Mortgage Tax MTA Share	$723.00	
		275	1-6 Family	$627.50	
		276	Mortgage Tax Local	$0.00	
				$2,605.50	
			Receipt Total:	$2,605.50	
25638	9/3/2019	Mortgagor:	APARTMENTS AT SHEFFIELD FARM LLC		
		Mortgagee:	RONDOUT SVGS BANK		
	Serial # DK2993		Doc # 01-2019-4614	$350,000.00	(NE) Commercial
		250	Mortgage Tax County	$1,750.00	Pawling
		260	Mortgage Tax MTA Share	$1,050.00	
		270	SONYMA	$875.00	
		276	Mortgage Tax Local	$0.00	
				$3,675.00	
			Receipt Total:	$3,675.00	
25645	9/3/2019	Mortgagor:	NAVEIRA GILBERTO		
		Mortgagee:	TRUSTCO BANK		
	Serial # DK2994		Doc # 01-2019-4616	$110,000.00	1-2 Family Residence
		250	Mortgage Tax County	$550.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$300.00	
		275	1-6 Family	$275.00	

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,125.00	
			Receipt Total:	$1,125.00	
25666	9/3/2019	Mortgagor:	MURPHY THOMAS J		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK2995		Doc # 01-2019-4617	$265,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,327.50	East Fishkill
		260	Mortgage Tax MTA Share	$766.50	
		275	1-6 Family	$663.75	
		276	Mortgage Tax Local	$0.00	
				$2,757.75	
			Receipt Total:	$2,757.75	
25669	9/3/2019	Mortgagor:	RULAND STEPHEN		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK2997		Doc # 01-2019-4620	$364,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,820.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,062.00	
		276	Mortgage Tax Local	$0.00	
				$2,882.00	
			Receipt Total:	$2,882.00	
25670	9/3/2019	Mortgagor:	POILLUCCI CAROL A		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK2996		Doc # 01-2019-4621	$94,647.19	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$473.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$253.80	
		276	Mortgage Tax Local	$0.00	
				$726.80	
			Receipt Total:	$726.80	
25672	9/3/2019	Mortgagor:	BARLOW JOSEPH		
		Mortgagee:	MONTFORT JACQUELINE		
	Serial # DK2998		Doc # 01-2019-4623	$335,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,675.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$975.00	
		276	Mortgage Tax Local	$0.00	
				$2,650.00	
			Receipt Total:	$2,650.00	
25680	9/3/2019	Mortgagor:	RAY WALLACE		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DK3000		Doc # 01-2019-50259	$256,811.00	1-2 Family Residence
		250	Mortgage Tax County	$1,284.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$740.40	City of Poughkeepsie

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$642.00	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$2,666.40	
			Receipt Total:	$2,666.40	
25683	9/3/2019	Mortgagor:	VASSAR BROTHERS HOSPITAL		Comments:
		Mortgagee:	BANK OF NY MELLON TRUST CO NA		REFERENCE NOT MADE WRONG BANK SIGNING FOR ALL MTGS PLEASE REFER TO OUR WEBSITE
	Serial #		Doc # 01-2019-50260	$889,065,000.00	No Tax / Serial #
		280	Mortgage Tax Held	$0.00	Other
				$0.00	
			Receipt Total:	$0.00	
25688	9/3/2019	Mortgagor:	NORTHERN DUTCHESS HOSPITAL		Comments:
		Mortgagee:	BANK OF NY MELLON TRUST CO NA		REFERENCE NOT MADE WRONG BANK SIGNING FOR ALL MTGS PLEASE REFER TO OUR WEBSITE
	Serial #		Doc # 01-2019-50261	$889,065,000.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Rhinebeck
				$0.00	
			Receipt Total:	$0.00	
25694	9/3/2019	Mortgagor:	WARNER JASON S		
		Mortgagee:	VALLEY NATL BANK		
	Serial # DK3001		Doc # 01-2019-4624	$252,700.00	1-2 Family Residence
		250	Mortgage Tax County	$1,263.50	City of Beacon
		260	Mortgage Tax MTA Share	$728.10	
		275	1-6 Family	$631.75	
		276	Mortgage Tax Local	$0.00	
				$2,623.35	
			Receipt Total:	$2,623.35	
25713	9/3/2019	Mortgagor:	RESIDENTIAL HOLDING LLC		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3002		Doc # 01-2019-4625	$180,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$900.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$510.00	
		276	Mortgage Tax Local	$0.00	
				$1,410.00	
			Receipt Total:	$1,410.00	
25716	9/3/2019	Mortgagor:	CARRADERO JOSE		
		Mortgagee:	BANK OF AMERICA NA		
	Serial # DK3003		Doc # 01-2019-4627	$70,000.00	1-2 Family Residence
		250	Mortgage Tax County	$350.00	Wappinger
		260	Mortgage Tax MTA Share	$180.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$175.00	
		276	Mortgage Tax Local	$0.00	
				$705.00	
			Receipt Total:	$705.00	
25718	9/3/2019	Mortgagor:	FIRLINGS TRUST		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3004		Doc # 01-2019-50262	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	Hyde Park
		260	Mortgage Tax MTA Share	$270.00	Hyde Park
		275	1-6 Family	$250.00	Hyde Park
		276	Mortgage Tax Local	$0.00	Hyde Park
				$1,020.00	
			Receipt Total:	$1,020.00	
25722	9/3/2019	Mortgagor:	SCOFIELD JAMES F JR		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DK3005		Doc # 01-2019-4628	$84,000.00	1-2 Family Residence
		250	Mortgage Tax County	$420.00	City of Beacon
		260	Mortgage Tax MTA Share	$222.00	
		275	1-6 Family	$210.00	
		276	Mortgage Tax Local	$0.00	
				$852.00	
			Receipt Total:	$852.00	
25724	9/3/2019	Mortgagor:	BRIGHT WILLIAM		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3006		Doc # 01-2019-50263	$80,376.73	1-2 Family Residence
		280	Mortgage Tax Held	$814.20	Other
				$814.20	
			Receipt Total:	$814.20	
25725	9/3/2019	Mortgagor:	LAIBACH PAUL C		
		Mortgagee:	THIRD FED SVGS & LOAN ASSOC OF CLEVELAND		
	Serial # DK3007		Doc # 01-2019-50265	$244,100.00	1-2 Family Residence
		250	Mortgage Tax County	$1,220.50	Red Hook
		260	Mortgage Tax MTA Share	$702.30	Red Hook
		275	1-6 Family	$610.25	Red Hook
		276	Mortgage Tax Local	$0.00	Red Hook
				$2,533.05	
			Receipt Total:	$2,533.05	
25733	9/3/2019	Mortgagor:	MARSHALL JOY		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3009		Doc # 01-2019-4630	$259,825.00	1-2 Family Residence
		250	Mortgage Tax County	$1,299.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$749.40	

Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$649.50	
		276	Mortgage Tax Local	$0.00	
				$2,697.90	
			Receipt Total:	$2,697.90	
25735	9/3/2019	Mortgagor:	GRISPIN DOROTHY		
		Mortgagee:	GUARANTEED RATE INC		
	Serial # DK3010		Doc # 01-2019-4631	$162,800.00	1-2 Family Residence
		250	Mortgage Tax County	$814.00	Dover
		260	Mortgage Tax MTA Share	$458.40	
		275	1-6 Family	$407.00	
		276	Mortgage Tax Local	$0.00	
				$1,679.40	
			Receipt Total:	$1,679.40	
25736	9/3/2019	Mortgagor:	RADHAKRISHNAN SURESH B		
		Mortgagee:	NEWREZ LLC		
	Serial # DK3008		Doc # 01-2019-4632	$1,703.49	1-2 Family Residence
		250	Mortgage Tax County	$8.50	Fishkill
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$4.25	
		276	Mortgage Tax Local	$0.00	
				$12.75	
			Receipt Total:	$12.75	
25737	9/3/2019	Mortgagor:	EHLERS KATHLEEN		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3011		Doc # 01-2019-4634	$355,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,777.50	East Fishkill
		260	Mortgage Tax MTA Share	$1,036.50	
		275	1-6 Family	$888.75	
		276	Mortgage Tax Local	$0.00	
				$3,702.75	
			Receipt Total:	$3,702.75	
25740	9/3/2019	Mortgagor:	AMBROSINI FLAVIO		
		Mortgagee:	TEG FCU		
	Serial # DK3012		Doc # 01-2019-4635	$135,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$675.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$375.00	
		276	Mortgage Tax Local	$0.00	
				$1,050.00	
			Receipt Total:	$1,050.00	
25741	9/3/2019	Mortgagor:	WILSON GEORGE		
		Mortgagee:	PLAZA HOME MORTGAGE INC		
	Serial # DK3013		Doc # 01-2019-4636	$240,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,200.00	Wappinger
		260	Mortgage Tax MTA Share	$690.00	

Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$600.00	
		276	Mortgage Tax Local	$0.00	
				$2,490.00	
			Receipt Total:	$2,490.00	
25745	9/3/2019	Mortgagor:	PATIERNO MICHAEL		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3014		Doc # 01-2019-4637	$188,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$940.00	East Fishkill
		260	Mortgage Tax MTA Share	$534.00	
		276	Mortgage Tax Local	$0.00	
				$1,474.00	
			Receipt Total:	$1,474.00	
25749	9/3/2019	Mortgagor:	ELMES KEVIN J		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial #		Doc # 01-2019-50266	$232,320.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,161.50	Clinton
		260	Mortgage Tax MTA Share	$666.90	Clinton
		276	Mortgage Tax Local	$0.00	Clinton
				$1,828.40	
			Receipt Total:	$1,828.40	
25765	9/3/2019	Mortgagor:	BROWN WILLIAMS MAXINE		
		Mortgagee:	NATIONSTAR MORTGAGE LLC		
	Serial # DK3015		Doc # 01-2019-4638	$2,648.62	1-2 Family Residence
		250	Mortgage Tax County	$13.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$6.50	
		276	Mortgage Tax Local	$0.00	
				$19.50	
			Receipt Total:	$19.50	
25782	9/4/2019	Mortgagor:	JAEGER KATHERINE ELAINE		
		Mortgagee:	PRIMELENDING		
	Serial # DK3016		Doc # 01-2019-4641	$385,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,925.00	City of Beacon
		260	Mortgage Tax MTA Share	$1,125.00	
		275	1-6 Family	$962.50	
		276	Mortgage Tax Local	$0.00	
				$4,012.50	
			Receipt Total:	$4,012.50	
25783	9/4/2019	Mortgagor:	MCFARLANE MELODY L		
		Mortgagee:	NEWREZ LLC		
	Serial # DK3017		Doc # 01-2019-4642	$303,050.00	1-2 Family Residence
		250	Mortgage Tax County	$1,515.00	Wappinger
		260	Mortgage Tax MTA Share	$879.00	
		275	1-6 Family	$757.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$3,151.50	
			Receipt Total:	$3,151.50	
25784	9/4/2019	Mortgagor:	DMF & CJF HOLDINGS LLC		
		Mortgagee:	GEMMATI DONATO		
	Serial # DK3018		Doc # 01-2019-4643	$250,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,250.00	East Fishkill
		260	Mortgage Tax MTA Share	$720.00	
		276	Mortgage Tax Local	$0.00	
				$1,970.00	
			Receipt Total:	$1,970.00	
25786	9/4/2019	Mortgagor:	SANTOS CARRASQUILLO RAFAELA		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DK3019		Doc # 01-2019-4644	$339,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,697.50	East Fishkill
		260	Mortgage Tax MTA Share	$988.50	
		275	1-6 Family	$848.75	
		276	Mortgage Tax Local	$0.00	
				$3,534.75	
			Receipt Total:	$3,534.75	
25789	9/4/2019	Mortgagor:	WOODS JASON A		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3020		Doc # 01-2019-4645	$238,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,190.00	City of Beacon
		260	Mortgage Tax MTA Share	$684.00	
		276	Mortgage Tax Local	$0.00	
				$1,874.00	
			Receipt Total:	$1,874.00	
25791	9/4/2019	Mortgagor:	HARRAND DAVID A		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DK3021		Doc # 01-2019-4646	$320,000.00	1-2 Family Residence
		276	Mortgage Tax Local	$0.00	
		275	1-6 Family	$800.00	
		260	Mortgage Tax MTA Share	$930.00	
		250	Mortgage Tax County	$1,600.00	City of Beacon
				$3,330.00	
			Receipt Total:	$3,330.00	
25795	9/4/2019	Mortgagor:	MCALPINE BRENDAN		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3022		Doc # 01-2019-4647	$600,000.00	1-2 Family Residence
		250	Mortgage Tax County	$3,000.00	City of Beacon

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$1,770.00	
		275	1-6 Family	$1,500.00	
		276	Mortgage Tax Local	$0.00	
				$6,270.00	
			Receipt Total:	$6,270.00	
25796	9/4/2019	Mortgagor:	MANSFIELD GEORGE		
		Mortgagee:	M&T BANK		
	Serial # DK3023		Doc # 01-2019-4648	$250,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,250.00	City of Beacon
		260	Mortgage Tax MTA Share	$720.00	
		275	1-6 Family	$625.00	
		276	Mortgage Tax Local	$0.00	
				$2,595.00	
			Receipt Total:	$2,595.00	
25797	9/4/2019	Mortgagor:	FORD JACQUELINE		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3024		Doc # 01-2019-4649	$265,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,325.00	Fishkill
		260	Mortgage Tax MTA Share	$765.00	
		275	1-6 Family	$662.50	
		276	Mortgage Tax Local	$0.00	
				$2,752.50	
			Receipt Total:	$2,752.50	
25800	9/4/2019	Mortgagor:	LI HONGMEI		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3025		Doc # 01-2019-4650	$306,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,530.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$888.00	
		275	1-6 Family	$765.00	
		276	Mortgage Tax Local	$0.00	
				$3,183.00	
			Receipt Total:	$3,183.00	
25813	9/4/2019	Mortgagor:	BADAMI ANTHONY		
		Mortgagee:	SALISBURY BANK & TRUST CO		
	Serial # DK3026		Doc # 01-2019-4651	$190,000.00	1-2 Family Residence
		250	Mortgage Tax County	$950.00	La Grange
		260	Mortgage Tax MTA Share	$540.00	
		275	1-6 Family	$475.00	
		276	Mortgage Tax Local	$0.00	
				$1,965.00	
			Receipt Total:	$1,965.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
25815	9/4/2019	Mortgagor:	ORTIZ LUIS EMILIO		
		Mortgagee:	HSBC BANK USA NA		
	Serial # DK3027		Doc # 01-2019-4652	$137,500.00	1-2 Family Residence
		250	Mortgage Tax County	$687.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$382.50	
		275	1-6 Family	$343.75	
		276	Mortgage Tax Local	$0.00	
				$1,413.75	
			Receipt Total:	$1,413.75	
25819	9/4/2019	Mortgagor:	MICHELIN JOSEPH		
		Mortgagee:	VALLEY NATL BANK		
	Serial # DK3028		Doc # 01-2019-4653	$287,920.00	1-2 Family Residence
		250	Mortgage Tax County	$1,439.50	Wappinger
		260	Mortgage Tax MTA Share	$833.70	
		275	1-6 Family	$719.75	
		276	Mortgage Tax Local	$0.00	
				$2,992.95	
			Receipt Total:	$2,992.95	
25822	9/4/2019	Mortgagor:	WAGNER JEFFREY W		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3029		Doc # 01-2019-4654	$247,500.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,237.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$712.50	
		276	Mortgage Tax Local	$0.00	
				$1,950.00	
			Receipt Total:	$1,950.00	
25823	9/4/2019	Mortgagor:	BROOKS MARCUS D		
		Mortgagee:	FREEDOM MORTGAGE CORP		
	Serial # DK3030		Doc # 01-2019-4655	$195,395.00	1-2 Family Residence
		250	Mortgage Tax County	$977.00	Fishkill
		260	Mortgage Tax MTA Share	$556.20	
		275	1-6 Family	$488.50	
		276	Mortgage Tax Local	$0.00	
				$2,021.70	
			Receipt Total:	$2,021.70	
25824	9/4/2019	Mortgagor:	GARRISON TYLER		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3031		Doc # 01-2019-4656	$178,400.00	1-2 Family Residence
		250	Mortgage Tax County	$892.00	Hyde Park
		260	Mortgage Tax MTA Share	$505.20	
		275	1-6 Family	$446.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,843.20	
			Receipt Total:	$1,843.20	
25829	9/4/2019	Mortgagor:	AMORIM HILARIO		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3033		Doc # 01-2019-4657	$402,210.00	1-2 Family Residence
		250	Mortgage Tax County	$2,011.00	Beekman
		260	Mortgage Tax MTA Share	$1,176.60	
		275	1-6 Family	$1,005.50	
		276	Mortgage Tax Local	$0.00	
				$4,193.10	
			Receipt Total:	$4,193.10	
25833	9/4/2019	Mortgagor:	CARDOSA JOSEPH A		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3032		Doc # 01-2019-4658	$6,599.83	1-2 Family Residence
		250	Mortgage Tax County	$33.00	Wappinger
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$16.50	
		276	Mortgage Tax Local	$0.00	
				$49.50	
			Receipt Total:	$49.50	
25838	9/4/2019	Mortgagor:	STEFFES JAMES J		
		Mortgagee:	FREEDOM MORTGAGE CORP		
	Serial # DK3035		Doc # 01-2019-4660	$283,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,417.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$820.50	
		275	1-6 Family	$708.75	
		276	Mortgage Tax Local	$0.00	
				$2,946.75	
			Receipt Total:	$2,946.75	
25842	9/4/2019	Mortgagor:	SANCHEZ KING ARISA		
		Mortgagee:	BANK OF ENGLAND		
	Serial # DK3036		Doc # 01-2019-4661	$255,290.00	1-2 Family Residence
		250	Mortgage Tax County	$1,276.50	Hyde Park
		260	Mortgage Tax MTA Share	$735.90	
		275	1-6 Family	$638.25	
		276	Mortgage Tax Local	$0.00	
				$2,650.65	
			Receipt Total:	$2,650.65	

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
25846	9/4/2019	Mortgagor:	ZAYAS MARLENE		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3037		Doc # 01-2019-4662	$124,404.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$622.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$343.20	
		276	Mortgage Tax Local	$0.00	
				$965.20	
			Receipt Total:	$965.20	
25847	9/4/2019	Mortgagor:	KAMMERER SEAN D		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3039		Doc # 01-2019-4663	$339,200.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,696.00	East Fishkill
		260	Mortgage Tax MTA Share	$987.60	
		276	Mortgage Tax Local	$0.00	
				$2,683.60	
			Receipt Total:	$2,683.60	
25848	9/4/2019	Mortgagor:	MALASPINA EMILY		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3038		Doc # 01-2019-4664	$369,550.00	1-2 Family Residence
		250	Mortgage Tax County	$1,847.50	Wappinger
		260	Mortgage Tax MTA Share	$1,078.50	
		275	1-6 Family	$923.75	
		276	Mortgage Tax Local	$0.00	
				$3,849.75	
			Receipt Total:	$3,849.75	
25852	9/4/2019	Mortgagor:	KHORSANDI NARGES		
		Mortgagee:	SILVERMINE VENTURES LLC		
	Serial # DK3040		Doc # 01-2019-4665	$259,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,295.00	La Grange
		260	Mortgage Tax MTA Share	$747.00	
		275	1-6 Family	$647.50	
		276	Mortgage Tax Local	$0.00	
				$2,689.50	
			Receipt Total:	$2,689.50	
25854	9/4/2019	Mortgagor:	DEMETRIOU DUSTIN W		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3041		Doc # 01-2019-4666	$340,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,700.00	Hyde Park
		260	Mortgage Tax MTA Share	$990.00	
		275	1-6 Family	$850.00	
		276	Mortgage Tax Local	$0.00	
				$3,540.00	
			Receipt Total:	$3,540.00	

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
25856	9/4/2019	Mortgagor:	ONEILL CHERYL P		
		Mortgagee:	PRIMELENDING		
	Serial # DK3042		Doc # 01-2019-4667	$205,457.00	1-2 Family Residence
		250	Mortgage Tax County	$1,027.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$586.50	
		275	1-6 Family	$513.75	
		276	Mortgage Tax Local	$0.00	
				$2,127.75	
			Receipt Total:	$2,127.75	
25859	9/4/2019	Mortgagor:	PENDER TERENCE M		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3044		Doc # 01-2019-4668	$80,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$400.00	East Fishkill
		260	Mortgage Tax MTA Share	$210.00	
		276	Mortgage Tax Local	$0.00	
				$610.00	
			Receipt Total:	$610.00	
25862	9/4/2019	Mortgagor:	CONNERS MICHAEL P		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3045		Doc # 01-2019-4669	$81,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$405.00	Hyde Park
		260	Mortgage Tax MTA Share	$213.00	
		276	Mortgage Tax Local	$0.00	
				$618.00	
			Receipt Total:	$618.00	
25864	9/4/2019	Mortgagor:	NEVERS LAWRENCE M		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3046		Doc # 01-2019-4670	$127,000.00	1-2 Family Residence
		250	Mortgage Tax County	$635.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$351.00	
		275	1-6 Family	$317.50	
		276	Mortgage Tax Local	$0.00	
				$1,303.50	
			Receipt Total:	$1,303.50	
25865	9/4/2019	Mortgagor:	STRONG ROBERT W		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3047		Doc # 01-2019-4671	$77,000.00	1-2 Family Residence
		250	Mortgage Tax County	$385.00	Pine Plains
		260	Mortgage Tax MTA Share	$201.00	
		275	1-6 Family	$192.50	

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$778.50	
			Receipt Total:	$778.50	
25875	9/4/2019	Mortgagor:	1110 ROUTE 55 LLC		
		Mortgagee:	M&T BANK		
	Serial # DK3048		Doc # 01-2019-4672	$200,000.00	(NE) Commercial
		250	Mortgage Tax County	$1,000.00	La Grange
		260	Mortgage Tax MTA Share	$600.00	
		270	SONYMA	$500.00	
		276	Mortgage Tax Local	$0.00	
				$2,100.00	
			Receipt Total:	$2,100.00	
25880	9/4/2019	Mortgagor:	TODD JAMES		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DK3049		Doc # 01-2019-4674	$400,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,000.00	Wappinger
		260	Mortgage Tax MTA Share	$1,170.00	
		275	1-6 Family	$1,000.00	
		276	Mortgage Tax Local	$0.00	
				$4,170.00	
			Receipt Total:	$4,170.00	
25881	9/4/2019	Mortgagor:	VANDENBRUL JOHN L JR		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3050		Doc # 01-2019-4675	$409,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,045.00	Rhinebeck
		260	Mortgage Tax MTA Share	$1,197.00	
		275	1-6 Family	$1,022.50	
		276	Mortgage Tax Local	$0.00	
				$4,264.50	
			Receipt Total:	$4,264.50	
25886	9/4/2019	Mortgagor:	LAIBACH PAUL C		Comments:
		Mortgagee:	THIRD FED SVGS & LOAN ASSOC OF CLEVELAND		SYSTEM ERROR: DUPLICATED DOCUMENT & RECEIPT - SEE #01 2019 50265 RECORDED 9/3/19
	Serial # DK3051		Doc # 01-2019-50267	$0.00	1-2 Family Residence
		250	Mortgage Tax County	$0.00	Red Hook
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$0.00	
		276	Mortgage Tax Local	$0.00	
				$0.00	
			Receipt Total:	$0.00	

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
25887	9/4/2019	Mortgagor:	MARDORF BRIAN		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3052		Doc # 01-2019-4676	$269,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,345.00	Wappinger
		260	Mortgage Tax MTA Share	$777.00	
		275	1-6 Family	$672.50	
		276	Mortgage Tax Local	$0.00	
				$2,794.50	
			Receipt Total:	$2,794.50	
25890	9/4/2019	Mortgagor:	PASCALLI CYNTHIA		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3053		Doc # 01-2019-50268	$220,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,100.00	Beekman
		260	Mortgage Tax MTA Share	$630.00	Beekman
		275	1-6 Family	$550.00	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$2,280.00	
			Receipt Total:	$2,280.00	
25892	9/4/2019	Mortgagor:	FAN JUNMING		
		Mortgagee:	CFBANK NATL ASSOC		
	Serial # DK3054		Doc # 01-2019-50269	$314,200.00	1-2 Family Residence
		250	Mortgage Tax County	$1,571.00	East Fishkill
		260	Mortgage Tax MTA Share	$912.60	East Fishkill
		275	1-6 Family	$785.50	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$3,269.10	
			Receipt Total:	$3,269.10	
25893	9/4/2019	Mortgagor:	MCDONALD NEVILLE		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3055		Doc # 01-2019-4677	$266,250.00	1-2 Family Residence
		250	Mortgage Tax County	$1,331.00	Fishkill
		260	Mortgage Tax MTA Share	$768.60	
		275	1-6 Family	$665.50	
		276	Mortgage Tax Local	$0.00	
				$2,765.10	
			Receipt Total:	$2,765.10	
25897	9/4/2019	Mortgagor:	NESHEIWAT ZEID		Comments:
		Mortgagee:	GMAC MORTGAGE CORP		REFERENCE NOT MADE WRONG BANK SIGNING FOR THE MTG PLEASE REFER TO OUR WEBSITE
	Serial # DK3056		Doc # 01-2019-50270	$7,583.27	1-2 Family Residence
		250	Mortgage Tax County	$38.00	Town of Poughkeepsie

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$0.00	Town of Poughkeepsie
		275	1-6 Family	$19.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$57.00	
			Receipt Total:	$57.00	
25918	9/4/2019	Mortgagor:	TUCKER EDNA E		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3057		Doc # 01-2019-4678	$25,309.28	1-2 Family Residence
		250	Mortgage Tax County	$126.50	Wappinger
		260	Mortgage Tax MTA Share	$45.90	
		275	1-6 Family	$63.25	
		276	Mortgage Tax Local	$0.00	
				$235.65	
			Receipt Total:	$235.65	
25920	9/4/2019	Mortgagor:	SCHMIDT CHRISTOPHER		
		Mortgagee:	TEG FCU		
	Serial # DK3058		Doc # 01-2019-4679	$50,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$250.00	Fishkill
		260	Mortgage Tax MTA Share	$120.00	
		276	Mortgage Tax Local	$0.00	
				$370.00	
			Receipt Total:	$370.00	
25923	9/4/2019	Mortgagor:	VOLK STEPHEN J		
		Mortgagee:	TEG FCU		
	Serial # DK3059		Doc # 01-2019-4681	$20,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$100.00	East Fishkill
		260	Mortgage Tax MTA Share	$30.00	
		276	Mortgage Tax Local	$0.00	
				$130.00	
			Receipt Total:	$130.00	
25929	9/4/2019	Mortgagor:	RUESSELER SHERRY		
		Mortgagee:	TEG FCU		
	Serial # DK3060		Doc # 01-2019-4682	$48,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$240.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$114.00	
		276	Mortgage Tax Local	$0.00	
				$354.00	
			Receipt Total:	$354.00	

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
25930	9/4/2019	Mortgagor:	SANTIAGO GINA		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial # DK3061		Doc # 01-2019-4683	$35,719.73	No Tax / Serial #
		250	Mortgage Tax County	$0.00	East Fishkill
				$0.00	
			Receipt Total:	$0.00	
25948	9/4/2019	Mortgagor:	POINT JOUR PIERRE		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3062		Doc # 01-2019-4684	$88,600.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$443.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$235.80	
		276	Mortgage Tax Local	$0.00	
				$678.80	
			Receipt Total:	$678.80	
25957	9/4/2019	Mortgagor:	DONG SHENG HUA		
		Mortgagee:	MULVIHILL FAMILY TRUST		
	Serial # DK3063		Doc # 01-2019-4685	$200,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,000.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$570.00	
		275	1-6 Family	$500.00	
		276	Mortgage Tax Local	$0.00	
				$2,070.00	
			Receipt Total:	$2,070.00	
25959	9/4/2019	Mortgagor:	SISOLAK MICHAEL R		
		Mortgagee:	NEWREZ LLC		
	Serial # DK3064		Doc # 01-2019-4686	$274,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,372.50	East Fishkill
		260	Mortgage Tax MTA Share	$793.50	
		275	1-6 Family	$686.25	
		276	Mortgage Tax Local	$0.00	
				$2,852.25	
			Receipt Total:	$2,852.25	
25967	9/5/2019	Mortgagor:	ROSSITER SHANE D		
		Mortgagee:	NAVY FCU		
	Serial # DK3065		Doc # 01-2019-4687	$262,500.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,312.50	East Fishkill
		260	Mortgage Tax MTA Share	$757.50	
		276	Mortgage Tax Local	$0.00	
				$2,070.00	
			Receipt Total:	$2,070.00	

Dutchess County Clerk
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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
25976	9/5/2019	Mortgagor:	BUTENHOFF CHARLES G		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3066		Doc # 01-2019-4688	$277,450.00	1-2 Family Residence
		250	Mortgage Tax County	$1,387.00	Red Hook
		260	Mortgage Tax MTA Share	$802.20	
		275	1-6 Family	$693.50	
		276	Mortgage Tax Local	$0.00	
				$2,882.70	
			Receipt Total:	$2,882.70	
25982	9/5/2019	Mortgagor:	REDDEN DOUGLAS		
		Mortgagee:	PRIMELENDING		
	Serial # DK3067		Doc # 01-2019-4689	$166,250.00	1-2 Family Residence
		250	Mortgage Tax County	$831.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$468.60	
		275	1-6 Family	$415.50	
		276	Mortgage Tax Local	$0.00	
				$1,715.10	
			Receipt Total:	$1,715.10	
25986	9/5/2019	Mortgagor:	ALVAREZ LLC		
		Mortgagee:	M & T BANK		
	Serial # DK3068		Doc # 01-2019-4690	$250,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,250.00	Hyde Park
		260	Mortgage Tax MTA Share	$720.00	
		275	1-6 Family	$625.00	
		276	Mortgage Tax Local	$0.00	
				$2,595.00	
			Receipt Total:	$2,595.00	
25990	9/5/2019	Mortgagor:	LYNCH SEAN R		
		Mortgagee:	FLAGSTAR BANK FSB		
	Serial # DK3069		Doc # 01-2019-4692	$253,600.00	1-2 Family Residence
		250	Mortgage Tax County	$1,268.00	Pawling
		260	Mortgage Tax MTA Share	$730.80	
		275	1-6 Family	$634.00	
		276	Mortgage Tax Local	$0.00	
				$2,632.80	
			Receipt Total:	$2,632.80	
25991	9/5/2019	Mortgagor:	FIRST HOLLAND LLC		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3070		Doc # 01-2019-4693	$400,000.00	(NE) Commercial
		250	Mortgage Tax County	$2,000.00	Fishkill
		260	Mortgage Tax MTA Share	$1,200.00	
		270	SONYMA	$1,000.00	

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$4,200.00	
			Receipt Total:	$4,200.00	
25993	9/5/2019	Mortgagor:	MARTIN JESSICA		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3071		Doc # 01-2019-4695	$243,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,215.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$699.00	
		275	1-6 Family	$607.50	
		276	Mortgage Tax Local	$0.00	
				$2,521.50	
			Receipt Total:	$2,521.50	
25995	9/5/2019	Mortgagor:	HANSEN WENDY A		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3072		Doc # 01-2019-4696	$271,200.00	1-2 Family Residence
		250	Mortgage Tax County	$1,356.00	Red Hook
		260	Mortgage Tax MTA Share	$783.60	
		275	1-6 Family	$678.00	
		276	Mortgage Tax Local	$0.00	
				$2,817.60	
			Receipt Total:	$2,817.60	
25996	9/5/2019	Mortgagor:	TANNER DOUGLAS		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3073		Doc # 01-2019-4697	$392,400.00	1-2 Family Residence
		250	Mortgage Tax County	$1,962.00	Red Hook
		260	Mortgage Tax MTA Share	$1,147.20	
		275	1-6 Family	$981.00	
		276	Mortgage Tax Local	$0.00	
				$4,090.20	
			Receipt Total:	$4,090.20	
25997	9/5/2019	Mortgagor:	MCKEON CHRISTOPHER J		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3074		Doc # 01-2019-4698	$272,588.00	1-2 Family Residence
		250	Mortgage Tax County	$1,363.00	La Grange
		260	Mortgage Tax MTA Share	$787.80	
		275	1-6 Family	$681.50	
		276	Mortgage Tax Local	$0.00	
				$2,832.30	
			Receipt Total:	$2,832.30	

Dutchess County Clerk
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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
25999	9/5/2019	Mortgagor:	POMARICO ROSALIE M		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DK3075		Doc # 01-2019-4699	$10,000.00	1-2 Family Residence
		250	Mortgage Tax County	$50.00	City of Beacon
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$25.00	
		276	Mortgage Tax Local	$0.00	
				$75.00	
			Receipt Total:	$75.00	
26005	9/5/2019	Mortgagor:	SINGH MUKHTIAR		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DK3076		Doc # 01-2019-4700	$160,000.00	1-2 Family Residence
		250	Mortgage Tax County	$800.00	Wappinger
		260	Mortgage Tax MTA Share	$450.00	
		275	1-6 Family	$400.00	
		276	Mortgage Tax Local	$0.00	
				$1,650.00	
			Receipt Total:	$1,650.00	
26009	9/5/2019	Mortgagor:	MERCATANTE BARBARA		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DK3079		Doc # 01-2019-4702	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	Wappinger
		260	Mortgage Tax MTA Share	$270.00	
		275	1-6 Family	$250.00	
		276	Mortgage Tax Local	$0.00	
				$1,020.00	
			Receipt Total:	$1,020.00	
26010	9/5/2019	Mortgagor:	HOT DIGGITY DOG INC		
		Mortgagee:	WALLKILL VALLEY FED SVGS & LOAN ASSOC		
	Serial # DK3078		Doc # 01-2019-4703	$330,000.00	(NE) Commercial
		250	Mortgage Tax County	$1,650.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$990.00	
		270	SONYMA	$825.00	
		276	Mortgage Tax Local	$0.00	
				$3,465.00	
			Receipt Total:	$3,465.00	
26012	9/5/2019	Mortgagor:	BUCCELLI SYLVIA L		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DK3080		Doc # 01-2019-4705	$45,000.00	1-2 Family Residence
		276	Mortgage Tax Local	$0.00	
		275	1-6 Family	$112.50	

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$105.00	
		250	Mortgage Tax County	$225.00	City of Poughkeepsie
				$442.50	
			Receipt Total:	$442.50	
26013	9/5/2019	Mortgagor:	ROGERS CAMILLE L		
		Mortgagee:	PLAZA HOME MORTGAGE INC		
	Serial # DK3081		Doc # 01-2019-4706	$697,136.00	1-2 Family Residence
		250	Mortgage Tax County	$3,485.50	La Grange
		260	Mortgage Tax MTA Share	$2,061.30	
		275	1-6 Family	$1,742.75	
		276	Mortgage Tax Local	$0.00	
				$7,289.55	
			Receipt Total:	$7,289.55	
26014	9/5/2019	Mortgagor:	ROSENBLATT LOUIS		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3082		Doc # 01-2019-4709	$184,000.00	1-2 Family Residence
		250	Mortgage Tax County	$920.00	Dover
		260	Mortgage Tax MTA Share	$522.00	
		275	1-6 Family	$460.00	
		276	Mortgage Tax Local	$0.00	
				$1,902.00	
			Receipt Total:	$1,902.00	
26018	9/5/2019	Mortgagor:	CITO JEFFREY D		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3083		Doc # 01-2019-4710	$50,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$250.00	Wappinger
		260	Mortgage Tax MTA Share	$120.00	
		276	Mortgage Tax Local	$0.00	
				$370.00	
			Receipt Total:	$370.00	
26019	9/5/2019	Mortgagor:	BLALOCK RICHARD B III		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3084		Doc # 01-2019-4711	$150,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$750.00	Beekman
		260	Mortgage Tax MTA Share	$420.00	
		276	Mortgage Tax Local	$0.00	
				$1,170.00	
			Receipt Total:	$1,170.00	
26020	9/5/2019	Mortgagor:	NITZ WILLIAM		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3085		Doc # 01-2019-4712	$60,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$300.00	Hyde Park
		260	Mortgage Tax MTA Share	$150.00	

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Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$450.00	
			Receipt Total:	$450.00	
26023	9/5/2019	Mortgagor:	SUTTON ERIN		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3086		Doc # 01-2019-4713	$25,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$125.00	La Grange
		260	Mortgage Tax MTA Share	$45.00	
		276	Mortgage Tax Local	$0.00	
				$170.00	
			Receipt Total:	$170.00	
26024	9/5/2019	Mortgagor:	LEMIESZEWSKI OLGA		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3087		Doc # 01-2019-4714	$145,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$725.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$405.00	
		276	Mortgage Tax Local	$0.00	
				$1,130.00	
			Receipt Total:	$1,130.00	
26026	9/5/2019	Mortgagor:	KOFFMAN JUSTINE LEE		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DK3088		Doc # 01-2019-4715	$25,500.00	1-2 Family Residence
		250	Mortgage Tax County	$127.50	Hyde Park
		260	Mortgage Tax MTA Share	$46.50	
		275	1-6 Family	$63.75	
		276	Mortgage Tax Local	$0.00	
				$237.75	
			Receipt Total:	$237.75	
26033	9/5/2019	Mortgagor:	MCFARLANE BRIAN		
		Mortgagee:	TD BANK NA		
	Serial # DK3089		Doc # 01-2019-4716	$40,000.00	1-2 Family Residence
		250	Mortgage Tax County	$200.00	Fishkill
		260	Mortgage Tax MTA Share	$90.00	
		275	1-6 Family	$100.00	
		276	Mortgage Tax Local	$0.00	
				$390.00	
			Receipt Total:	$390.00	

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
26035	9/5/2019	Mortgagor:	MILLER MICHAEL S		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3090		Doc # 01-2019-4717	$185,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$925.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$525.00	
		276	Mortgage Tax Local	$0.00	
				$1,450.00	
			Receipt Total:	$1,450.00	
26038	9/5/2019	Mortgagor:	GUILLEN CAMILO A		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3091		Doc # 01-2019-4718	$456,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,280.00	Union Vale
		260	Mortgage Tax MTA Share	$1,338.00	
		275	1-6 Family	$1,140.00	
		276	Mortgage Tax Local	$0.00	
				$4,758.00	
			Receipt Total:	$4,758.00	
26040	9/5/2019	Mortgagor:	CIFONE ROBERT J		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3092		Doc # 01-2019-4719	$144,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$720.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$402.00	
		276	Mortgage Tax Local	$0.00	
				$1,122.00	
			Receipt Total:	$1,122.00	
26044	9/5/2019	Mortgagor:	LETTERIO JAMES F JR		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DK3094		Doc # 01-2019-4720	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	City of Beacon
		260	Mortgage Tax MTA Share	$270.00	
		275	1-6 Family	$250.00	
		276	Mortgage Tax Local	$0.00	
				$1,020.00	
			Receipt Total:	$1,020.00	
26045	9/5/2019	Mortgagor:	CLINE ROBIN C		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3095		Doc # 01-2019-4721	$86,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$430.00	Red Hook
		260	Mortgage Tax MTA Share	$228.00	
		276	Mortgage Tax Local	$0.00	
				$658.00	
			Receipt Total:	$658.00	

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
26047	9/5/2019	Mortgagor:	MOSCONE ROBERT R		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3096		Doc # 01-2019-4722	$45,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$225.00	East Fishkill
		260	Mortgage Tax MTA Share	$105.00	
		276	Mortgage Tax Local	$0.00	
				$330.00	
			Receipt Total:	$330.00	
26049	9/5/2019	Mortgagor:	MAYO DEBORAH E		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3097		Doc # 01-2019-4723	$55,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$275.00	East Fishkill
		260	Mortgage Tax MTA Share	$135.00	
		276	Mortgage Tax Local	$0.00	
				$410.00	
			Receipt Total:	$410.00	
26050	9/5/2019	Mortgagor:	GARRETT DEBORAH B		
		Mortgagee:	BNY MELLON NA		
	Serial # DK3098		Doc # 01-2019-4724	$559,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,795.00	Rhinebeck
		260	Mortgage Tax MTA Share	$1,647.00	
		275	1-6 Family	$1,397.50	
		276	Mortgage Tax Local	$0.00	
				$5,839.50	
			Receipt Total:	$5,839.50	
26051	9/5/2019	Mortgagor:	KARPINSKI CHRISTOPHER J		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3099		Doc # 01-2019-4725	$150,000.00	(E) CR Un/Nat Pr
		276	Mortgage Tax Local	$0.00	
		260	Mortgage Tax MTA Share	$420.00	
		250	Mortgage Tax County	$750.00	Red Hook
				$1,170.00	
			Receipt Total:	$1,170.00	
26052	9/5/2019	Mortgagor:	MURPHY PENELOPE A		
		Mortgagee:	AMERICAN FINANCIAL RESOURCES INC		
	Serial # DK3100		Doc # 01-2019-4726	$76,100.00	1-2 Family Residence
		250	Mortgage Tax County	$380.50	Hyde Park
		260	Mortgage Tax MTA Share	$198.30	
		275	1-6 Family	$190.25	
		276	Mortgage Tax Local	$0.00	
				$769.05	
			Receipt Total:	$769.05	

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
26053	9/5/2019	Mortgagor:	KOVEN MATTHEW W		
		Mortgagee:	SALISBURY BANK & TRUST CO		
	Serial # DK3101		Doc # 01-2019-4727	$850,000.00	1-2 Family Residence
		250	Mortgage Tax County	$4,250.00	North East
		260	Mortgage Tax MTA Share	$2,520.00	
		275	1-6 Family	$2,125.00	
		276	Mortgage Tax Local	$0.00	
				$8,895.00	
			Receipt Total:	$8,895.00	
26060	9/5/2019	Mortgagor:	DUGON KARYN A		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3102		Doc # 01-2019-4728	$10,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$50.00	La Grange
		260	Mortgage Tax MTA Share	$0.00	
		276	Mortgage Tax Local	$0.00	
				$50.00	
			Receipt Total:	$50.00	
26065	9/5/2019	Mortgagor:	JOHN T TUCKER JR TRUST		
		Mortgagee:	MORGAN STANLEY PRIVATE BANK NATL ASSOC		
	Serial # DK3103		Doc # 01-2019-4729	$207,239.00	1-2 Family Residence
		250	Mortgage Tax County	$1,036.00	East Fishkill
		260	Mortgage Tax MTA Share	$591.60	
		275	1-6 Family	$518.00	
		276	Mortgage Tax Local	$0.00	
				$2,145.60	
			Receipt Total:	$2,145.60	
26070	9/5/2019	Mortgagor:	DONATO KENNETH		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3104		Doc # 01-2019-4730	$100,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$500.00	East Fishkill
		260	Mortgage Tax MTA Share	$270.00	
		276	Mortgage Tax Local	$0.00	
				$770.00	
			Receipt Total:	$770.00	
26080	9/5/2019	Mortgagor:	MELVIN LARDELL		
		Mortgagee:	PARKSIDE LENDING LLC		
	Serial # DK3106		Doc # 01-2019-50271	$335,524.00	1-2 Family Residence
		250	Mortgage Tax County	$1,677.50	Fishkill
		260	Mortgage Tax MTA Share	$976.50	Fishkill
		275	1-6 Family	$838.75	Fishkill

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Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Fishkill
				$3,492.75	
			Receipt Total:	$3,492.75	
26081	9/5/2019	Mortgagor:	MARTORANO PAUL G		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3105		Doc # 01-2019-4731	$54,484.46	1-2 Family Residence
		250	Mortgage Tax County	$272.50	East Fishkill
		260	Mortgage Tax MTA Share	$133.50	
		275	1-6 Family	$136.25	
		276	Mortgage Tax Local	$0.00	
				$542.25	
			Receipt Total:	$542.25	
26096	9/5/2019	Mortgagor:	STANFORTH JOHN M		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DK3107		Doc # 01-2019-50272	$60,000.00	1-2 Family Residence
		250	Mortgage Tax County	$300.00	East Fishkill
		260	Mortgage Tax MTA Share	$150.00	East Fishkill
		275	1-6 Family	$150.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$600.00	
			Receipt Total:	$600.00	
26102	9/5/2019	Mortgagor:	HARDMAN DENEAN		
		Mortgagee:	HSBC BANK USA NA		
	Serial # DK3108		Doc # 01-2019-4732	$6,531.77	1-2 Family Residence
		250	Mortgage Tax County	$32.50	Beekman
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$16.25	
		276	Mortgage Tax Local	$0.00	
				$48.75	
			Receipt Total:	$48.75	
26109	9/5/2019	Mortgagor:	GEORGE MARSHA A		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3109		Doc # 01-2019-50273	$40,000.00	1-2 Family Residence
		250	Mortgage Tax County	$200.00	Wappinger
		260	Mortgage Tax MTA Share	$90.00	Wappinger
		275	1-6 Family	$100.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$390.00	
			Receipt Total:	$390.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26110	9/5/2019	Mortgagor:	ENGELHARDT STEVEN L		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3110		Doc # 01-2019-50274	$30,000.00	1-2 Family Residence
		250	Mortgage Tax County	$150.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$60.00	Town of Poughkeepsie
		275	1-6 Family	$75.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$285.00	
			Receipt Total:	$285.00	
26116	9/5/2019	Mortgagor:	FISCHER ERIC W		
		Mortgagee:	GREENWAY MORTGAGE FUNDING CORP		
	Serial # DK3111		Doc # 01-2019-50275	$340,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,700.00	East Fishkill
		260	Mortgage Tax MTA Share	$990.00	East Fishkill
		275	1-6 Family	$850.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$3,540.00	
			Receipt Total:	$3,540.00	
26117	9/5/2019	Mortgagor:	POST JAMES T SR		
		Mortgagee:	PRIMELENDING		
	Serial # DK3112		Doc # 01-2019-50276	$242,250.00	1-2 Family Residence
		250	Mortgage Tax County	$1,211.00	Wappinger
		260	Mortgage Tax MTA Share	$696.60	Wappinger
		275	1-6 Family	$605.50	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$2,513.10	
			Receipt Total:	$2,513.10	
26118	9/5/2019	Mortgagor:	BEALL SCOTT		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3113		Doc # 01-2019-4734	$225,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,125.00	City of Beacon
		260	Mortgage Tax MTA Share	$645.00	
		275	1-6 Family	$562.50	
		276	Mortgage Tax Local	$0.00	
				$2,332.50	
			Receipt Total:	$2,332.50	
26125	9/5/2019	Mortgagor:	DELEAU STEPHANIE		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3114		Doc # 01-2019-4735	$307,790.00	1-2 Family Residence
		250	Mortgage Tax County	$1,539.00	Rhinebeck
		260	Mortgage Tax MTA Share	$893.40	
		275	1-6 Family	$769.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$3,201.90	
			Receipt Total:	$3,201.90	
26126	9/5/2019	Mortgagor:	BARRIE MARIAMA SERAY BINTA		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3115		Doc # 01-2019-4736	$584,250.00	1-2 Family Residence
		250	Mortgage Tax County	$2,921.00	Fishkill
		260	Mortgage Tax MTA Share	$1,722.60	
		275	1-6 Family	$1,460.50	
		276	Mortgage Tax Local	$0.00	
				$6,104.10	
			Receipt Total:	$6,104.10	
26128	9/5/2019	Mortgagor:	ACEVEDO JUAN L		
		Mortgagee:	NATIONSTAR MORTGAGE LLC		
	Serial # DK3116		Doc # 01-2019-4737	$356,125.00	1-2 Family Residence
		250	Mortgage Tax County	$1,780.50	East Fishkill
		260	Mortgage Tax MTA Share	$1,038.30	
		275	1-6 Family	$890.25	
		276	Mortgage Tax Local	$0.00	
				$3,709.05	
			Receipt Total:	$3,709.05	
26130	9/5/2019	Mortgagor:	BILZ EDWARD L		
		Mortgagee:	PRIMELENDING		
	Serial # DK3117		Doc # 01-2019-4738	$242,250.00	1-2 Family Residence
		250	Mortgage Tax County	$1,211.00	Red Hook
		260	Mortgage Tax MTA Share	$696.60	
		275	1-6 Family	$605.50	
		276	Mortgage Tax Local	$0.00	
				$2,513.10	
			Receipt Total:	$2,513.10	
26138	9/6/2019	Mortgagor:	MARTIN ADAM		
		Mortgagee:	RAIBLE JOSEPH E JR		
	Serial # DK3118		Doc # 01-2019-4739	$104,000.00	(NE) C.U. / Nat Pr
		250	Mortgage Tax County	$520.00	City of Beacon
		260	Mortgage Tax MTA Share	$312.00	
		276	Mortgage Tax Local	$0.00	
				$832.00	
			Receipt Total:	$832.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26139	9/6/2019	Mortgagor:	PHALEN CHRISTIAN		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3119		Doc # 01-2019-4740	$238,749.00	1-2 Family Residence
		250	Mortgage Tax County	$1,193.50	Amenia
		260	Mortgage Tax MTA Share	$686.10	
		275	1-6 Family	$596.75	
		276	Mortgage Tax Local	$0.00	
				$2,476.35	
			Receipt Total:	$2,476.35	
26163	9/6/2019	Mortgagor:	MCGINTY ANTHONY		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3120		Doc # 01-2019-4741	$295,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,475.00	La Grange
		260	Mortgage Tax MTA Share	$855.00	
		276	Mortgage Tax Local	$0.00	
				$2,330.00	
			Receipt Total:	$2,330.00	
26171	9/6/2019	Mortgagor:	COGGESHALL TODD MHLEY		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3121		Doc # 01-2019-4742	$60,000.00	(E) CR Un/Nat Pr
		276	Mortgage Tax Local	$0.00	
		260	Mortgage Tax MTA Share	$150.00	
		250	Mortgage Tax County	$300.00	Clinton
				$450.00	
			Receipt Total:	$450.00	
26172	9/6/2019	Mortgagor:	DIVITTO JUSTIN		
		Mortgagee:	PARKSIDE LENDING LLC		
	Serial # DK3122		Doc # 01-2019-4743	$310,050.00	1-2 Family Residence
		250	Mortgage Tax County	$1,550.00	Beekman
		260	Mortgage Tax MTA Share	$900.00	
		275	1-6 Family	$775.00	
		276	Mortgage Tax Local	$0.00	
				$3,225.00	
			Receipt Total:	$3,225.00	
26176	9/6/2019	Mortgagor:	MORSE CHARLES W JR		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3123		Doc # 01-2019-4744	$99,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$495.00	City of Beacon
		260	Mortgage Tax MTA Share	$267.00	
		276	Mortgage Tax Local	$0.00	
				$762.00	
			Receipt Total:	$762.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26177	9/6/2019	Mortgagor:	JUSKIN NICHOLAS		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3124		Doc # 01-2019-4745	$380,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,900.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,110.00	
		275	1-6 Family	$950.00	
		276	Mortgage Tax Local	$0.00	
				$3,960.00	
			Receipt Total:	$3,960.00	
26179	9/6/2019	Mortgagor:	SCHNEIDER JOHN A		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3125		Doc # 01-2019-4746	$150,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$750.00	Milan
		260	Mortgage Tax MTA Share	$420.00	
		276	Mortgage Tax Local	$0.00	
				$1,170.00	
			Receipt Total:	$1,170.00	
26180	9/6/2019	Mortgagor:	LUZAR JOHN		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3126		Doc # 01-2019-4747	$60,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$300.00	East Fishkill
		260	Mortgage Tax MTA Share	$150.00	
		276	Mortgage Tax Local	$0.00	
				$450.00	
			Receipt Total:	$450.00	
26182	9/6/2019	Mortgagor:	MARASHAJ GJOKA		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3128		Doc # 01-2019-50277	$298,400.00	1-2 Family Residence
		250	Mortgage Tax County	$1,492.00	East Fishkill
		260	Mortgage Tax MTA Share	$865.20	East Fishkill
		275	1-6 Family	$746.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$3,103.20	
			Receipt Total:	$3,103.20	
26186	9/6/2019	Mortgagor:	DAVID STEVEN		
		Mortgagee:	NATIONWIDE MORTGAGE BANKERS INC		
	Serial # DK3130		Doc # 01-2019-50278	$216,015.00	1-2 Family Residence
		250	Mortgage Tax County	$1,080.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$618.00	Town of Poughkeepsie
		275	1-6 Family	$540.00	Town of Poughkeepsie

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,238.00	
			Receipt Total:	$2,238.00	
26188	9/6/2019	Mortgagor:	DENISON DAHLIA ZACHARY		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3127		Doc # 01-2019-4748	$185,250.00	1-2 Family Residence
		250	Mortgage Tax County	$926.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$525.60	
		275	1-6 Family	$463.00	
		276	Mortgage Tax Local	$0.00	
				$1,914.60	
26188	9/6/2019	Mortgagor:	DENISON DAHLIA ZACHARY		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3129		Doc # 01-2019-4749	$15,000.00	1-2 Family Residence
		250	Mortgage Tax County	$75.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$15.00	
		275	1-6 Family	$37.50	
		276	Mortgage Tax Local	$0.00	
				$127.50	
			Receipt Total:	$2,042.10	
26205	9/6/2019	Mortgagor:	GAUQUIE JASON H		
		Mortgagee:	PRIMELENDING		
	Serial # DK3131		Doc # 01-2019-4750	$264,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,320.00	La Grange
		260	Mortgage Tax MTA Share	$762.00	
		275	1-6 Family	$660.00	
		276	Mortgage Tax Local	$0.00	
				$2,742.00	
			Receipt Total:	$2,742.00	
26243	9/6/2019	Mortgagor:	GEORGE M TAYLOR & SON INC		
		Mortgagee:	SALISBURY BANK & TRUST CO		
	Serial # DK3132		Doc # 01-2019-4751	$123,750.00	1-2 Family Residence
		250	Mortgage Tax County	$618.50	North East
		260	Mortgage Tax MTA Share	$341.10	
		275	1-6 Family	$309.25	
		276	Mortgage Tax Local	$0.00	
				$1,268.85	
			Receipt Total:	$1,268.85	
26251	9/6/2019	Mortgagor:	DIRIENZO DAVID		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3133		Doc # 01-2019-4752	$432,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,160.00	Beekman

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$1,266.00	
		275	1-6 Family	$1,080.00	
		276	Mortgage Tax Local	$0.00	
				$4,506.00	
			Receipt Total:	$4,506.00	
26262	9/6/2019	Mortgagor:	RIGHTER MATTHEW		
		Mortgagee:	BANK OF AMERICA NA		
	Serial # DK3134		Doc # 01-2019-4753	$25,000.00	1-2 Family Residence
		250	Mortgage Tax County	$125.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$45.00	
		275	1-6 Family	$62.50	
		276	Mortgage Tax Local	$0.00	
				$232.50	
			Receipt Total:	$232.50	
26285	9/6/2019	Mortgagor:	ROBINSON SEAN J		
		Mortgagee:	NAVY FCU		
	Serial # DK3135		Doc # 01-2019-4754	$366,300.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,831.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,068.90	
		276	Mortgage Tax Local	$0.00	
				$2,900.40	
			Receipt Total:	$2,900.40	
26286	9/6/2019	Mortgagor:	DMS MORGANVIEW REALTY LLC		
		Mortgagee:	CHERRYWOOD MORTGAGE LLC		
	Serial # DK3136		Doc # 01-2019-4755	$411,000.00	(NE) Commercial
		250	Mortgage Tax County	$2,055.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,233.00	
		270	SONYMA	$1,027.50	
		276	Mortgage Tax Local	$0.00	
				$4,315.50	
			Receipt Total:	$4,315.50	
26292	9/6/2019	Mortgagor:	BALLARD TREVOR		
		Mortgagee:	ENGELHARD TERESA		
	Serial # DK3137		Doc # 01-2019-4756	$110,000.00	1-2 Family Residence
		250	Mortgage Tax County	$550.00	Pawling
		260	Mortgage Tax MTA Share	$300.00	
		275	1-6 Family	$275.00	
		276	Mortgage Tax Local	$0.00	
				$1,125.00	
			Receipt Total:	$1,125.00	
26308	9/6/2019	Mortgagor:	COLON ALEX		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3138		Doc # 01-2019-4757	$345,950.00	1-2 Family Residence
		250	Mortgage Tax County	$1,729.50	East Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$1,007.70	
		275	1-6 Family	$864.75	
		276	Mortgage Tax Local	$0.00	
				$3,601.95	
			Receipt Total:	$3,601.95	
26320	9/9/2019	Mortgagor:	MADAFFARI RICHARD J		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3139		Doc # 01-2019-4758	$125,000.00	1-2 Family Residence
		250	Mortgage Tax County	$625.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$345.00	
		275	1-6 Family	$312.50	
		276	Mortgage Tax Local	$0.00	
				$1,282.50	
			Receipt Total:	$1,282.50	
26324	9/9/2019	Mortgagor:	NELSON CODY		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3140		Doc # 01-2019-4759	$35,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$175.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$75.00	
		276	Mortgage Tax Local	$0.00	
				$250.00	
			Receipt Total:	$250.00	
26326	9/9/2019	Mortgagor:	POLLETTA VICKI L		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3142		Doc # 01-2019-4760	$80,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$400.00	City of Beacon
		260	Mortgage Tax MTA Share	$210.00	
		276	Mortgage Tax Local	$0.00	
				$610.00	
			Receipt Total:	$610.00	
26327	9/9/2019	Mortgagor:	FALCARO JEANNE		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3141		Doc # 01-2019-4761	$25,697.96	1-2 Family Residence
		250	Mortgage Tax County	$128.50	Dover
		260	Mortgage Tax MTA Share	$47.10	
		275	1-6 Family	$64.25	
		276	Mortgage Tax Local	$0.00	
				$239.85	
			Receipt Total:	$239.85	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26331	9/9/2019	Mortgagor:	MILLER JOSEPH J		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3143		Doc # 01-2019-4763	$120,000.00	1-2 Family Residence
		250	Mortgage Tax County	$600.00	Dover
		260	Mortgage Tax MTA Share	$330.00	
		275	1-6 Family	$300.00	
		276	Mortgage Tax Local	$0.00	
				$1,230.00	
			Receipt Total:	$1,230.00	
26336	9/9/2019	Mortgagor:	MONTE BARBARA		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3144		Doc # 01-2019-4764	$150,000.00	1-2 Family Residence
		250	Mortgage Tax County	$750.00	Fishkill
		260	Mortgage Tax MTA Share	$420.00	
		275	1-6 Family	$375.00	
		276	Mortgage Tax Local	$0.00	
				$1,545.00	
			Receipt Total:	$1,545.00	
26341	9/9/2019	Mortgagor:	MONTE BARBARA		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3146		Doc # 01-2019-4765	$20,000.00	1-2 Family Residence
		250	Mortgage Tax County	$100.00	Fishkill
		260	Mortgage Tax MTA Share	$30.00	
		275	1-6 Family	$50.00	
		276	Mortgage Tax Local	$0.00	
				$180.00	
			Receipt Total:	$180.00	
26342	9/9/2019	Mortgagor:	HOAGLAND MICHAEL		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3145		Doc # 01-2019-4766	$136,970.71	1-2 Family Residence
		250	Mortgage Tax County	$685.00	East Fishkill
		260	Mortgage Tax MTA Share	$381.00	
		275	1-6 Family	$342.50	
		276	Mortgage Tax Local	$0.00	
				$1,408.50	
			Receipt Total:	$1,408.50	
26359	9/9/2019	Mortgagor:	JORDAN BRENDAN M		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3147		Doc # 01-2019-4768	$189,000.00	1-2 Family Residence
		250	Mortgage Tax County	$945.00	Pawling
		260	Mortgage Tax MTA Share	$537.00	
		275	1-6 Family	$472.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,954.50	
			Receipt Total:	$1,954.50	
26363	9/9/2019	Mortgagor:	PARKER AIMEE K		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3148		Doc # 01-2019-4769	$200,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,000.00	Rhinebeck
		260	Mortgage Tax MTA Share	$570.00	
		275	1-6 Family	$500.00	
		276	Mortgage Tax Local	$0.00	
				$2,070.00	
			Receipt Total:	$2,070.00	
26367	9/9/2019	Mortgagor:	LAMAJ BURIM		
		Mortgagee:	ATLANTIC HOME LOANS INC		
	Serial # DK3149		Doc # 01-2019-4770	$384,015.00	1-2 Family Residence
		250	Mortgage Tax County	$1,920.00	Wappinger
		260	Mortgage Tax MTA Share	$1,122.00	
		275	1-6 Family	$960.00	
		276	Mortgage Tax Local	$0.00	
				$4,002.00	
			Receipt Total:	$4,002.00	
26369	9/9/2019	Mortgagor:	PEDONE RICHARD		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3150		Doc # 01-2019-4771	$311,557.00	1-2 Family Residence
		250	Mortgage Tax County	$1,558.00	La Grange
		260	Mortgage Tax MTA Share	$904.80	
		275	1-6 Family	$779.00	
		276	Mortgage Tax Local	$0.00	
				$3,241.80	
			Receipt Total:	$3,241.80	
26370	9/9/2019	Mortgagor:	GUTE CHARLES A		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3151		Doc # 01-2019-4772	$48,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$240.00	City of Beacon
		260	Mortgage Tax MTA Share	$114.00	
		276	Mortgage Tax Local	$0.00	
				$354.00	
			Receipt Total:	$354.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26374	9/9/2019	Mortgagor:	STUEBNER RANDALL S		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3152		Doc # 01-2019-4773	$17,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$85.00	Washington
		260	Mortgage Tax MTA Share	$21.00	
		276	Mortgage Tax Local	$0.00	
				$106.00	
			Receipt Total:	$106.00	
26376	9/9/2019	Mortgagor:	CHESSER GEORGE		
		Mortgagee:	ATLANTIC HOME LOANS INC		
	Serial # DK3153		Doc # 01-2019-50279	$298,984.00	1-2 Family Residence
		250	Mortgage Tax County	$1,495.00	Clinton
		260	Mortgage Tax MTA Share	$867.00	Clinton
		275	1-6 Family	$747.50	Clinton
		276	Mortgage Tax Local	$0.00	Clinton
				$3,109.50	
			Receipt Total:	$3,109.50	
26378	9/9/2019	Mortgagor:	PERFECT CHOICE HOME PROPERTIES LLC		
		Mortgagee:	PULEO DELISLE PLLC		
	Serial # DK3154		Doc # 01-2019-50280	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$270.00	Pleasant Valley
		275	1-6 Family	$250.00	Pleasant Valley
		276	Mortgage Tax Local	$0.00	Pleasant Valley
				$1,020.00	
			Receipt Total:	$1,020.00	
26379	9/9/2019	Mortgagor:	HAYES CHRISTOPHER		
		Mortgagee:	PRIMELENDING		
	Serial # DK3155		Doc # 01-2019-50281	$345,600.00	1-2 Family Residence
		250	Mortgage Tax County	$1,728.00	Union Vale
		260	Mortgage Tax MTA Share	$1,006.80	Union Vale
		275	1-6 Family	$864.00	Union Vale
		276	Mortgage Tax Local	$0.00	Union Vale
				$3,598.80	
			Receipt Total:	$3,598.80	
26383	9/9/2019	Mortgagor:	CASSIDY ARTHUR		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial # DK3156		Doc # 01-2019-4775	$100.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	East Fishkill
				$0.00	
			Receipt Total:	$0.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26397	9/9/2019	Mortgagor:	ACHORD JESSE C		
		Mortgagee:	VALLEY NATL BANK		
	Serial # DK3157		Doc # 01-2019-50282	$186,350.00	1-2 Family Residence
		250	Mortgage Tax County	$931.50	Wappinger
		260	Mortgage Tax MTA Share	$528.90	Wappinger
		275	1-6 Family	$465.75	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$1,926.15	
			Receipt Total:	$1,926.15	
26407	9/9/2019	Mortgagor:	MARTO JOHN J		
		Mortgagee:	SPECIALIZED LOAN SERVICING LLC		
	Serial # DK3158		Doc # 01-2019-50283	$102,570.97	1-2 Family Residence
		250	Mortgage Tax County	$513.00	La Grange
		260	Mortgage Tax MTA Share	$277.80	La Grange
		275	1-6 Family	$256.50	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$1,047.30	
			Receipt Total:	$1,047.30	
26410	9/9/2019	Mortgagor:	MCAVOY NICHOLAS J		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DK3159		Doc # 01-2019-50284	$345,600.00	1-2 Family Residence
		250	Mortgage Tax County	$1,728.00	Beekman
		260	Mortgage Tax MTA Share	$1,006.80	Beekman
		275	1-6 Family	$864.00	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$3,598.80	
			Receipt Total:	$3,598.80	
26449	9/9/2019	Mortgagor:	TERCEIRA JOHN F		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3160		Doc # 01-2019-4776	$248,175.00	1-2 Family Residence
		250	Mortgage Tax County	$1,241.00	Beekman
		260	Mortgage Tax MTA Share	$714.60	
		275	1-6 Family	$620.50	
		276	Mortgage Tax Local	$0.00	
				$2,576.10	
			Receipt Total:	$2,576.10	
26463	9/9/2019	Mortgagor:	FRANGK STANLEY A		
		Mortgagee:	LIARDO VINCENT R		
	Serial # DK3161		Doc # 01-2019-4777	$60,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$300.00	Hyde Park
		260	Mortgage Tax MTA Share	$150.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$450.00	
			Receipt Total:	$450.00	
26470	9/9/2019	Mortgagor:	BEACON REALTY MANAGMENT OF AMERICA CORP		
		Mortgagee:	KEZIS JEFFREY S		
	Serial # DK3163		Doc # 01-2019-4778	$200,000.00	(NE) Commercial
		250	Mortgage Tax County	$1,000.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$600.00	
		270	SONYMA	$500.00	
		276	Mortgage Tax Local	$0.00	
				$2,100.00	
			Receipt Total:	$2,100.00	
26473	9/9/2019	Mortgagor:	FREER ROY H III		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3162		Doc # 01-2019-4779	$63,420.29	1-2 Family Residence
		250	Mortgage Tax County	$317.00	East Fishkill
		260	Mortgage Tax MTA Share	$160.20	
		275	1-6 Family	$158.50	
		276	Mortgage Tax Local	$0.00	
				$635.70	
			Receipt Total:	$635.70	
26484	9/9/2019	Mortgagor:	HALPERN JOHN		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3164		Doc # 01-2019-4781	$6,969.77	1-2 Family Residence
		250	Mortgage Tax County	$35.00	Rhinebeck
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$17.50	
		276	Mortgage Tax Local	$0.00	
				$52.50	
			Receipt Total:	$52.50	
26489	9/9/2019	Mortgagor:	WEIHE JAMES M		
		Mortgagee:	CALIBER HOME LOANS INC		
	Serial # DK3165		Doc # 01-2019-50285	$444,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,220.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,302.00	East Fishkill
		275	1-6 Family	$1,110.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$4,632.00	
			Receipt Total:	$4,632.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26491	9/10/2019	Mortgagor:	MARTIN THOMAS		
		Mortgagee:	LIBERTY HOME EQUITY SOLUTIONS INC		
	Serial # DK3166		Doc # 01-2019-4783	$358,500.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	La Grange
				$0.00	
26491	9/10/2019	Mortgagor:	MARTIN THOMAS		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial # DK3167		Doc # 01-2019-4784	$358,500.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	La Grange
				$0.00	
			Receipt Total:	$0.00	
26495	9/10/2019	Mortgagor:	DALTON ARCHIE CLARENCE		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3168		Doc # 01-2019-4785	$228,567.63	1-2 Family Residence
		250	Mortgage Tax County	$1,143.00	Rhinebeck
		260	Mortgage Tax MTA Share	$655.80	
		275	1-6 Family	$571.50	
		276	Mortgage Tax Local	$0.00	
				$2,370.30	
			Receipt Total:	$2,370.30	
26498	9/10/2019	Mortgagor:	VELOZ JESUS A		
		Mortgagee:	UNITED NORTHERN MORTGAGE BANKERS LIMITED		
	Serial # DK3169		Doc # 01-2019-4787	$490,943.00	1-2 Family Residence
		250	Mortgage Tax County	$2,454.50	East Fishkill
		260	Mortgage Tax MTA Share	$1,442.70	
		275	1-6 Family	$1,227.25	
		276	Mortgage Tax Local	$0.00	
				$5,124.45	
			Receipt Total:	$5,124.45	
26502	9/10/2019	Mortgagor:	MMSD PARTNERS LLC		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3170		Doc # 01-2019-4788	$727,200.00	1-2 Family Residence
		250	Mortgage Tax County	$3,636.00	Milan
		260	Mortgage Tax MTA Share	$2,151.60	
		275	1-6 Family	$1,818.00	
		276	Mortgage Tax Local	$0.00	
				$7,605.60	
			Receipt Total:	$7,605.60	
26505	9/10/2019	Mortgagor:	CAPC USA LLC		
		Mortgagee:	GSUIG REAL ESTATE MEMBER LLC		
	Serial # DK3171		Doc # 01-2019-4789	$211,108.81	1-2 Family Residence
		250	Mortgage Tax County	$1,055.50	Hyde Park
		260	Mortgage Tax MTA Share	$603.30	
		275	1-6 Family	$527.75	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$2,186.55	
			Receipt Total:	$2,186.55	
26507	9/10/2019	Mortgagor:	HOLLOWAY MARGARET B		
		Mortgagee:	BANK OF AMERICA NA		
	Serial # DK3172		Doc # 01-2019-4790	$335,930.00	1-2 Family Residence
		250	Mortgage Tax County	$1,679.50	Milan
		260	Mortgage Tax MTA Share	$977.70	
		275	1-6 Family	$839.75	
		276	Mortgage Tax Local	$0.00	
				$3,496.95	
			Receipt Total:	$3,496.95	
26511	9/10/2019	Mortgagor:	SHYMONOWICZ JOHN P JR		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3173		Doc # 01-2019-4791	$107,200.00	1-2 Family Residence
		250	Mortgage Tax County	$536.00	Wappinger
		260	Mortgage Tax MTA Share	$291.60	
		275	1-6 Family	$268.00	
		276	Mortgage Tax Local	$0.00	
				$1,095.60	
			Receipt Total:	$1,095.60	
26512	9/10/2019	Mortgagor:	MINNICI ROCCO		
		Mortgagee:	NATIONSTAR MORTGAGE LLC		
	Serial # DK3174		Doc # 01-2019-4792	$310,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,550.00	East Fishkill
		260	Mortgage Tax MTA Share	$900.00	
		275	1-6 Family	$775.00	
		276	Mortgage Tax Local	$0.00	
				$3,225.00	
			Receipt Total:	$3,225.00	
26513	9/10/2019	Mortgagor:	WYANT MICHAEL C JR		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3175		Doc # 01-2019-4793	$294,566.00	1-2 Family Residence
		250	Mortgage Tax County	$1,473.00	Red Hook
		260	Mortgage Tax MTA Share	$853.80	
		275	1-6 Family	$736.50	
		276	Mortgage Tax Local	$0.00	
				$3,063.30	
			Receipt Total:	$3,063.30	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26521	9/10/2019	Mortgagor:	GARRETT JASON		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3177		Doc # 01-2019-4795	$224,797.00	1-2 Family Residence
		250	Mortgage Tax County	$1,124.00	Wappinger
		260	Mortgage Tax MTA Share	$644.40	
		275	1-6 Family	$562.00	
		276	Mortgage Tax Local	$0.00	
				$2,330.40	
			Receipt Total:	$2,330.40	
26522	9/10/2019	Mortgagor:	ADAIR MELISSA		
		Mortgagee:	CBC NATIONAL BANK MORTGAGE		
	Serial # DK3178		Doc # 01-2019-4796	$213,400.00	1-2 Family Residence
		250	Mortgage Tax County	$1,067.00	East Fishkill
		260	Mortgage Tax MTA Share	$610.20	
		275	1-6 Family	$533.50	
		276	Mortgage Tax Local	$0.00	
				$2,210.70	
			Receipt Total:	$2,210.70	
26523	9/10/2019	Mortgagor:	SAFIULLIN ROMAN		
		Mortgagee:	AFMC MORTGAGE		
	Serial # DK3179		Doc # 01-2019-4797	$336,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,680.00	City of Beacon
		260	Mortgage Tax MTA Share	$978.00	
		275	1-6 Family	$840.00	
		276	Mortgage Tax Local	$0.00	
				$3,498.00	
			Receipt Total:	$3,498.00	
26525	9/10/2019	Mortgagor:	DELGADO LYSSETTE		
		Mortgagee:	FAMILY FIRST FUNDING LLC		
	Serial # DK3180		Doc # 01-2019-4798	$139,000.00	1-2 Family Residence
		250	Mortgage Tax County	$695.00	Wappinger
		260	Mortgage Tax MTA Share	$387.00	
		275	1-6 Family	$347.50	
		276	Mortgage Tax Local	$0.00	
				$1,429.50	
			Receipt Total:	$1,429.50	
26526	9/10/2019	Mortgagor:	CRUZ HERIBERTO		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3182		Doc # 01-2019-4799	$288,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,440.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$834.00	
		275	1-6 Family	$720.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$2,994.00	
			Receipt Total:	$2,994.00	
26527	9/10/2019	Mortgagor:	LIRIJE HOLDINGS LLC		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3181		Doc # 01-2019-4800	$157,500.00	(NE) Commercial
		250	Mortgage Tax County	$787.50	Pawling
		260	Mortgage Tax MTA Share	$472.50	
		270	SONYMA	$393.75	
		276	Mortgage Tax Local	$0.00	
				$1,653.75	
			Receipt Total:	$1,653.75	
26532	9/10/2019	Mortgagor:	BITAWI AHMID		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3183		Doc # 01-2019-4802	$328,652.00	1-2 Family Residence
		250	Mortgage Tax County	$1,643.50	East Fishkill
		260	Mortgage Tax MTA Share	$956.10	
		275	1-6 Family	$821.75	
		276	Mortgage Tax Local	$0.00	
				$3,421.35	
			Receipt Total:	$3,421.35	
26535	9/10/2019	Mortgagor:	ALL MINE PROPERTIES LLC		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3184		Doc # 01-2019-4803	$398,250.00	(NE) Commercial
		250	Mortgage Tax County	$1,991.00	Pawling
		260	Mortgage Tax MTA Share	$1,194.60	
		270	SONYMA	$995.50	
		276	Mortgage Tax Local	$0.00	
				$4,181.10	
			Receipt Total:	$4,181.10	
26536	9/10/2019	Mortgagor:	COSTA MATTHEW		
		Mortgagee:	FAMILY FIRST FUNDING LLC		
	Serial # DK3185		Doc # 01-2019-4805	$318,250.00	1-2 Family Residence
		250	Mortgage Tax County	$1,591.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$924.60	
		275	1-6 Family	$795.50	
		276	Mortgage Tax Local	$0.00	
				$3,311.10	
			Receipt Total:	$3,311.10	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26537	9/10/2019	Mortgagor:	PELTA ELEANOR		
		Mortgagee:	PNC BANK NA		
	Serial # DK3186		Doc # 01-2019-4806	$375,920.00	1-2 Family Residence
		250	Mortgage Tax County	$1,879.50	City of Beacon
		260	Mortgage Tax MTA Share	$1,097.70	
		275	1-6 Family	$939.75	
		276	Mortgage Tax Local	$0.00	
				$3,916.95	
			Receipt Total:	$3,916.95	
26538	9/10/2019	Mortgagor:	SMITH CARY L		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3187		Doc # 01-2019-4807	$271,039.00	1-2 Family Residence
		250	Mortgage Tax County	$1,355.00	Fishkill
		260	Mortgage Tax MTA Share	$783.00	
		275	1-6 Family	$677.50	
		276	Mortgage Tax Local	$0.00	
				$2,815.50	
			Receipt Total:	$2,815.50	
26541	9/10/2019	Mortgagor:	NEWMAN JUSTIN		
		Mortgagee:	ENVOY MORTGAGE LTD		
	Serial # DK3188		Doc # 01-2019-4808	$204,815.50	1-2 Family Residence
		250	Mortgage Tax County	$1,024.00	City of Beacon
		260	Mortgage Tax MTA Share	$584.40	
		275	1-6 Family	$512.00	
		276	Mortgage Tax Local	$0.00	
				$2,120.40	
			Receipt Total:	$2,120.40	
26542	9/10/2019	Mortgagor:	SEFCIK DONNA M		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3189		Doc # 01-2019-4809	$100,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$500.00	La Grange
		260	Mortgage Tax MTA Share	$270.00	
		276	Mortgage Tax Local	$0.00	
				$770.00	
			Receipt Total:	$770.00	
26544	9/10/2019	Mortgagor:	MUNAWEERA THANTRI SAMAN K		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DK3190		Doc # 01-2019-4810	$308,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,540.00	East Fishkill
		260	Mortgage Tax MTA Share	$894.00	
		275	1-6 Family	$770.00	
		276	Mortgage Tax Local	$0.00	
				$3,204.00	
			Receipt Total:	$3,204.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26547	9/10/2019	Mortgagor:	CAPUTO MICHAEL PATRICK JR		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3191		Doc # 01-2019-4811	$391,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,957.50	La Grange
		260	Mortgage Tax MTA Share	$1,144.50	
		275	1-6 Family	$978.75	
		276	Mortgage Tax Local	$0.00	
				$4,080.75	
			Receipt Total:	$4,080.75	
26548	9/10/2019	Mortgagor:	POLACCO JOYCE A		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3193		Doc # 01-2019-4812	$112,300.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$561.50	La Grange
		260	Mortgage Tax MTA Share	$306.90	
		276	Mortgage Tax Local	$0.00	
				$868.40	
			Receipt Total:	$868.40	
26549	9/10/2019	Mortgagor:	PIGNATARO DEANNA M		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3194		Doc # 01-2019-4813	$218,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,090.00	Wappinger
		260	Mortgage Tax MTA Share	$624.00	
		276	Mortgage Tax Local	$0.00	
				$1,714.00	
			Receipt Total:	$1,714.00	
26550	9/10/2019	Mortgagor:	SCHARF JASON DOUGLAS		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3192		Doc # 01-2019-4814	$440,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,200.00	Fishkill
		260	Mortgage Tax MTA Share	$1,290.00	
		275	1-6 Family	$1,100.00	
		276	Mortgage Tax Local	$0.00	
				$4,590.00	
			Receipt Total:	$4,590.00	
26551	9/10/2019	Mortgagor:	SCOGGAN BRETT		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3195		Doc # 01-2019-4815	$175,000.00	1-2 Family Residence
		250	Mortgage Tax County	$875.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$495.00	
		275	1-6 Family	$437.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,807.50	
			Receipt Total:	$1,807.50	
26553	9/10/2019	Mortgagor:	DADDIO ROBERT F		
		Mortgagee:	VALLEY NATL BANK		
	Serial # DK3196		Doc # 01-2019-4816	$233,100.00	1-2 Family Residence
		250	Mortgage Tax County	$1,165.50	Dover
		260	Mortgage Tax MTA Share	$669.30	
		275	1-6 Family	$582.75	
		276	Mortgage Tax Local	$0.00	
				$2,417.55	
			Receipt Total:	$2,417.55	
26555	9/10/2019	Mortgagor:	IBRAHIMI FATRI		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3198		Doc # 01-2019-4817	$203,600.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,018.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$580.80	
		276	Mortgage Tax Local	$0.00	
				$1,598.80	
			Receipt Total:	$1,598.80	
26556	9/10/2019	Mortgagor:	MULLER KYLE M		
		Mortgagee:	FLAGSTAR BANK FSB		
	Serial # DK3199		Doc # 01-2019-4818	$191,200.00	1-2 Family Residence
		250	Mortgage Tax County	$956.00	Hyde Park
		260	Mortgage Tax MTA Share	$543.60	
		275	1-6 Family	$478.00	
		276	Mortgage Tax Local	$0.00	
				$1,977.60	
			Receipt Total:	$1,977.60	
26557	9/10/2019	Mortgagor:	WALSH JOSEPH A		
		Mortgagee:	USAA FED SVGS BANK		
	Serial # DK3200		Doc # 01-2019-4819	$245,160.00	1-2 Family Residence
		250	Mortgage Tax County	$1,226.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$705.60	
		275	1-6 Family	$613.00	
		276	Mortgage Tax Local	$0.00	
				$2,544.60	
			Receipt Total:	$2,544.60	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26558	9/10/2019	Mortgagor:	ZAVALA ROBERTO		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3201		Doc # 01-2019-4820	$234,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,170.00	Hyde Park
		260	Mortgage Tax MTA Share	$672.00	
		275	1-6 Family	$585.00	
		276	Mortgage Tax Local	$0.00	
				$2,427.00	
			Receipt Total:	$2,427.00	
26567	9/10/2019	Mortgagor:	MOORE DEBORAH E		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3202		Doc # 01-2019-4821	$148,900.00	1-2 Family Residence
		250	Mortgage Tax County	$744.50	Red Hook
		260	Mortgage Tax MTA Share	$416.70	
		275	1-6 Family	$372.25	
		276	Mortgage Tax Local	$0.00	
				$1,533.45	
			Receipt Total:	$1,533.45	
26569	9/10/2019	Mortgagor:	PINELLI ROBERT LUIS		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3203		Doc # 01-2019-4822	$213,400.00	1-2 Family Residence
		250	Mortgage Tax County	$1,067.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$610.20	
		275	1-6 Family	$533.50	
		276	Mortgage Tax Local	$0.00	
				$2,210.70	
			Receipt Total:	$2,210.70	
26570	9/10/2019	Mortgagor:	FITZPATRICK KRISTEN		
		Mortgagee:	DIGITAL FCU		
	Serial # DK3204		Doc # 01-2019-4823	$335,200.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,676.00	East Fishkill
		260	Mortgage Tax MTA Share	$975.60	
		276	Mortgage Tax Local	$0.00	
				$2,651.60	
			Receipt Total:	$2,651.60	
26574	9/10/2019	Mortgagor:	FELICIANO EDWIN JR		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3205		Doc # 01-2019-4824	$307,200.00	1-2 Family Residence
		250	Mortgage Tax County	$1,536.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$891.60	
		275	1-6 Family	$768.00	
		276	Mortgage Tax Local	$0.00	
				$3,195.60	
			Receipt Total:	$3,195.60	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26575	9/10/2019	Mortgagor:	SAVINO CHRISTOPHER		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3206		Doc # 01-2019-4825	$254,800.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,274.00	Wappinger
		260	Mortgage Tax MTA Share	$734.40	
		276	Mortgage Tax Local	$0.00	
				$2,008.40	
			Receipt Total:	$2,008.40	
26577	9/10/2019	Mortgagor:	BORNSTEIN WILLIAM B		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3207		Doc # 01-2019-4826	$4,183.99	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$21.00	East Fishkill
		260	Mortgage Tax MTA Share	$0.00	
		276	Mortgage Tax Local	$0.00	
				$21.00	
			Receipt Total:	$21.00	
26578	9/10/2019	Mortgagor:	MADSEN DANIEL EDWARD		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DK3208		Doc # 01-2019-4828	$200,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,000.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$570.00	
		275	1-6 Family	$500.00	
		276	Mortgage Tax Local	$0.00	
				$2,070.00	
			Receipt Total:	$2,070.00	
26582	9/10/2019	Mortgagor:	LEWIS GARY		
		Mortgagee:	RESIDENTIAL HOME FUNDING CORP		
	Serial # DK3209		Doc # 01-2019-4829	$397,200.00	1-2 Family Residence
		250	Mortgage Tax County	$1,986.00	Union Vale
		260	Mortgage Tax MTA Share	$1,161.60	
		275	1-6 Family	$993.00	
		276	Mortgage Tax Local	$0.00	
				$4,140.60	
			Receipt Total:	$4,140.60	
26584	9/10/2019	Mortgagor:	GRIFFIN LUCAS F		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3210		Doc # 01-2019-4830	$211,105.00	(E) CR Un/Nat Pr
		276	Mortgage Tax Local	$0.00	
		260	Mortgage Tax MTA Share	$603.30	
		250	Mortgage Tax County	$1,055.50	Town of Poughkeepsie
				$1,658.80	
			Receipt Total:	$1,658.80	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26586	9/10/2019	Mortgagor:	FLEMING JAMES		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3211		Doc # 01-2019-4831	$1,408.88	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$7.00	East Fishkill
		260	Mortgage Tax MTA Share	$0.00	
		276	Mortgage Tax Local	$0.00	
				$7.00	
			Receipt Total:	$7.00	
26590	9/10/2019	Mortgagor:	KANNER JOYCE M		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3212		Doc # 01-2019-4833	$366,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,830.00	Rhinebeck
		260	Mortgage Tax MTA Share	$1,068.00	
		275	1-6 Family	$915.00	
		276	Mortgage Tax Local	$0.00	
				$3,813.00	
			Receipt Total:	$3,813.00	
26596	9/10/2019	Mortgagor:	STORY BRIAN		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3213		Doc # 01-2019-4834	$235,710.00	1-2 Family Residence
		250	Mortgage Tax County	$1,178.50	Clinton
		260	Mortgage Tax MTA Share	$677.10	
		275	1-6 Family	$589.25	
		276	Mortgage Tax Local	$0.00	
				$2,444.85	
			Receipt Total:	$2,444.85	
26598	9/10/2019	Mortgagor:	GAGLIARDO MARLENA		
		Mortgagee:	TRUSTCO BANK		
	Serial # DK3214		Doc # 01-2019-4835	$260,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,300.00	East Fishkill
		260	Mortgage Tax MTA Share	$750.00	
		275	1-6 Family	$650.00	
		276	Mortgage Tax Local	$0.00	
				$2,700.00	
			Receipt Total:	$2,700.00	
26599	9/10/2019	Mortgagor:	CUMMINGS KELLAN B		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3215		Doc # 01-2019-4836	$368,600.00	1-2 Family Residence
		250	Mortgage Tax County	$1,843.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,075.80	
		275	1-6 Family	$921.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$3,840.30	
			Receipt Total:	$3,840.30	
26601	9/10/2019	Mortgagor:	DUNNE MARLENE B		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3216		Doc # 01-2019-4837	$450,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,250.00	La Grange
		260	Mortgage Tax MTA Share	$1,320.00	
		275	1-6 Family	$1,125.00	
		276	Mortgage Tax Local	$0.00	
				$4,695.00	
			Receipt Total:	$4,695.00	
26603	9/10/2019	Mortgagor:	ANTONIO FELIX		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3217		Doc # 01-2019-4840	$186,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$930.00	Hyde Park
		260	Mortgage Tax MTA Share	$528.00	
		276	Mortgage Tax Local	$0.00	
				$1,458.00	
			Receipt Total:	$1,458.00	
26608	9/10/2019	Mortgagor:	TERRAZAS JAMES		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DK3218		Doc # 01-2019-4841	$232,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,160.00	Beekman
		260	Mortgage Tax MTA Share	$666.00	
		275	1-6 Family	$580.00	
		276	Mortgage Tax Local	$0.00	
				$2,406.00	
			Receipt Total:	$2,406.00	
26612	9/10/2019	Mortgagor:	PRISCO JUSTIN		
		Mortgagee:	VALLEY NATL BANK		
	Serial # DK3219		Doc # 01-2019-50286	$365,750.00	1-2 Family Residence
		250	Mortgage Tax County	$1,828.50	East Fishkill
		260	Mortgage Tax MTA Share	$1,067.10	East Fishkill
		275	1-6 Family	$914.25	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$3,809.85	
			Receipt Total:	$3,809.85	

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
26613	9/10/2019	Mortgagor:	JONES SYLVESTER F JR		
		Mortgagee:	SUSTAINABLE NEIGHBORHOODS LLC		
	Serial # DK3220		Doc # 01-2019-50287	$38,334.13	1-2 Family Residence
		250	Mortgage Tax County	$191.50	Wappinger
		260	Mortgage Tax MTA Share	$84.90	Wappinger
		275	1-6 Family	$95.75	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$372.15	
			Receipt Total:	$372.15	
26624	9/10/2019	Mortgagor:	DIMELE DENNIS		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3221		Doc # 01-2019-50288	$400,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,000.00	Beekman
		260	Mortgage Tax MTA Share	$1,170.00	Beekman
		275	1-6 Family	$1,000.00	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$4,170.00	
			Receipt Total:	$4,170.00	
26636	9/10/2019	Mortgagor:	DOXEY JANINE M		
		Mortgagee:	UNITED NORTHERN MORTGAGE BANKERS LTD		
	Serial # DK3223		Doc # 01-2019-4842	$205,214.00	1-2 Family Residence
		250	Mortgage Tax County	$1,026.00	East Fishkill
		260	Mortgage Tax MTA Share	$585.60	
		275	1-6 Family	$513.00	
		276	Mortgage Tax Local	$0.00	
				$2,124.60	
			Receipt Total:	$2,124.60	
26639	9/10/2019	Mortgagor:	KAAN KIMBERLY L		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DK3224		Doc # 01-2019-4843	$244,489.00	1-2 Family Residence
		250	Mortgage Tax County	$1,222.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$703.50	
		275	1-6 Family	$611.25	
		276	Mortgage Tax Local	$0.00	
				$2,537.25	
			Receipt Total:	$2,537.25	
26641	9/11/2019	Mortgagor:	SHELTON RASHAD K		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DK3225		Doc # 01-2019-4844	$525,309.00	1-2 Family Residence
		250	Mortgage Tax County	$2,626.50	East Fishkill
		260	Mortgage Tax MTA Share	$1,545.90	
		275	1-6 Family	$1,313.25	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$5,485.65	
			Receipt Total:	$5,485.65	
26643	9/11/2019	Mortgagor:	WOLFF JODI I		
		Mortgagee:	PHH MORTGAGE CORPORATION		
	Serial # DK3226		Doc # 01-2019-4845	$214,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,070.00	Washington
		260	Mortgage Tax MTA Share	$612.00	
		275	1-6 Family	$535.00	
		276	Mortgage Tax Local	$0.00	
				$2,217.00	
			Receipt Total:	$2,217.00	
26648	9/11/2019	Mortgagor:	DECICCO JOHN		Comments:
		Mortgagee:	DUT CO DEPT COMMUNITY & FAMILY SERVS		NO FEE BY LAW
	Serial # DK3227		Doc # 01-2019-4846	$100,000.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	East Fishkill
				$0.00	
			Receipt Total:	$0.00	
26650	9/11/2019	Mortgagor:	BARBARO CHARLES		Comments:
		Mortgagee:	DUT CO DEPT COMMUNITY & FAMILY SERVS		NO FEE BY LAW
	Serial # DK3228		Doc # 01-2019-4847	$100,000.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Town of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
26659	9/11/2019	Mortgagor:	FRANK RODERICK V		
		Mortgagee:	FREEDOM MORTGAGE CORP		
	Serial # DK3229		Doc # 01-2019-4848	$41,761.42	1-2 Family Residence
		250	Mortgage Tax County	$209.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$95.40	
		275	1-6 Family	$104.50	
		276	Mortgage Tax Local	$0.00	
				$408.90	
			Receipt Total:	$408.90	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26661	9/11/2019	Mortgagor:	SMACK CHRISTINE		
		Mortgagee:	NYS AFFORDABLE HOUSING CORP		
	Serial # DK3230		Doc # 01-2019-4849	$15,697.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	City of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
26663	9/11/2019	Mortgagor:	REIS CARLOS		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3231		Doc # 01-2019-4850	$352,260.00	1-2 Family Residence
		250	Mortgage Tax County	$1,761.50	La Grange
		260	Mortgage Tax MTA Share	$1,026.90	
		275	1-6 Family	$880.75	
		276	Mortgage Tax Local	$0.00	
				$3,669.15	
			Receipt Total:	$3,669.15	
26665	9/11/2019	Mortgagor:	LORD JOHN		
		Mortgagee:	BANK OF AMERICA NA		
	Serial # DK3232		Doc # 01-2019-4851	$388,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,940.00	La Grange
		260	Mortgage Tax MTA Share	$1,134.00	
		275	1-6 Family	$970.00	
		276	Mortgage Tax Local	$0.00	
				$4,044.00	
			Receipt Total:	$4,044.00	
26667	9/11/2019	Mortgagor:	NADEL ADAM B		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3233		Doc # 01-2019-4852	$235,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,175.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$675.00	
		276	Mortgage Tax Local	$0.00	
				$1,850.00	
			Receipt Total:	$1,850.00	
26688	9/11/2019	Mortgagor:	BELL ALLYSON L		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3235		Doc # 01-2019-4854	$242,400.00	1-2 Family Residence
		250	Mortgage Tax County	$1,212.00	Rhinebeck
		260	Mortgage Tax MTA Share	$697.20	
		275	1-6 Family	$606.00	
		276	Mortgage Tax Local	$0.00	
				$2,515.20	
			Receipt Total:	$2,515.20	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26697	9/11/2019	Mortgagor:	DRISCOLL SEAN		
		Mortgagee:	GUARANTEED RATE INC		
	Serial # DK3236		Doc # 01-2019-4855	$442,484.00	1-2 Family Residence
		250	Mortgage Tax County	$2,212.50	Beekman
		260	Mortgage Tax MTA Share	$1,297.50	
		275	1-6 Family	$1,106.25	
		276	Mortgage Tax Local	$0.00	
				$4,616.25	
			Receipt Total:	$4,616.25	
26698	9/11/2019	Mortgagor:	MAYERHAUSER JOHN A		
		Mortgagee:	WILMINGTON SVGS FUND SOCIETY FSB		
	Serial # DK3237		Doc # 01-2019-4856	$54,175.69	1-2 Family Residence
		250	Mortgage Tax County	$271.00	La Grange
		260	Mortgage Tax MTA Share	$132.60	
		275	1-6 Family	$135.50	
		276	Mortgage Tax Local	$0.00	
				$539.10	
			Receipt Total:	$539.10	
26699	9/11/2019	Mortgagor:	BERGER CHRISTOPHER		
		Mortgagee:	RESIDENTIAL HOME FUNDING CORP		
	Serial # DK3238		Doc # 01-2019-4857	$205,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,025.00	Dover
		260	Mortgage Tax MTA Share	$585.00	
		275	1-6 Family	$512.50	
		276	Mortgage Tax Local	$0.00	
				$2,122.50	
			Receipt Total:	$2,122.50	
26705	9/11/2019	Mortgagor:	BEISNER LYNDA		
		Mortgagee:	TEG FCU		
	Serial # DK3239		Doc # 01-2019-4858	$508,250.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$2,541.00	Hyde Park
		260	Mortgage Tax MTA Share	$1,494.60	
		276	Mortgage Tax Local	$0.00	
				$4,035.60	
			Receipt Total:	$4,035.60	
26706	9/11/2019	Mortgagor:	AMENDOLA JOSEPH V		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3240		Doc # 01-2019-4859	$170,400.00	1-2 Family Residence
		250	Mortgage Tax County	$852.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$481.20	
		275	1-6 Family	$426.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,759.20	
			Receipt Total:	$1,759.20	
26712	9/11/2019	Mortgagor:	MENDOLA THOMAS A		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3241		Doc # 01-2019-4860	$268,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,340.00	Beekman
		260	Mortgage Tax MTA Share	$774.00	
		275	1-6 Family	$670.00	
		276	Mortgage Tax Local	$0.00	
				$2,784.00	
			Receipt Total:	$2,784.00	
26718	9/11/2019	Mortgagor:	LUCAS PATRICK T		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3242		Doc # 01-2019-4861	$35,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$175.00	City of Beacon
		260	Mortgage Tax MTA Share	$75.00	
		276	Mortgage Tax Local	$0.00	
				$250.00	
			Receipt Total:	$250.00	
26720	9/11/2019	Mortgagor:	BRACA JOHN F		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3243		Doc # 01-2019-50289	$326,250.00	1-2 Family Residence
		250	Mortgage Tax County	$1,631.00	East Fishkill
		260	Mortgage Tax MTA Share	$948.60	East Fishkill
		275	1-6 Family	$815.50	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$3,395.10	
			Receipt Total:	$3,395.10	
26729	9/11/2019	Mortgagor:	TRAVIESO FRANCISCO JR		
		Mortgagee:	VALLEY NATL BANK		
	Serial # DK3244		Doc # 01-2019-4862	$203,776.00	1-2 Family Residence
		250	Mortgage Tax County	$1,019.00	Pawling
		260	Mortgage Tax MTA Share	$581.40	
		275	1-6 Family	$509.50	
		276	Mortgage Tax Local	$0.00	
				$2,109.90	
			Receipt Total:	$2,109.90	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26745	9/11/2019	Mortgagor:	BEVERLY A SANTERO TRUST		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3245		Doc # 01-2019-4863	$60,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$300.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$150.00	
		276	Mortgage Tax Local	$0.00	
				$450.00	
			Receipt Total:	$450.00	
26750	9/11/2019	Mortgagor:	MARRINE BRIDGET G		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3246		Doc # 01-2019-4864	$147,960.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$740.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$414.00	
		276	Mortgage Tax Local	$0.00	
				$1,154.00	
			Receipt Total:	$1,154.00	
26763	9/11/2019	Mortgagor:	ASHTERMAN ROWDON		
		Mortgagee:	SILVERMINE VENTURES LLC		
	Serial # DK3247		Doc # 01-2019-50290	$304,385.00	1-2 Family Residence
		250	Mortgage Tax County	$1,522.00	Wappinger
		260	Mortgage Tax MTA Share	$883.20	Wappinger
		275	1-6 Family	$761.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$3,166.20	
			Receipt Total:	$3,166.20	
26768	9/11/2019	Mortgagor:	WILLIAMS KRISTIN A		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3248		Doc # 01-2019-4865	$30,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$150.00	Fishkill
		260	Mortgage Tax MTA Share	$60.00	
		276	Mortgage Tax Local	$0.00	
				$210.00	
			Receipt Total:	$210.00	
26770	9/11/2019	Mortgagor:	MARTIN ANN		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3249		Doc # 01-2019-4866	$120,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$600.00	Pine Plains
		260	Mortgage Tax MTA Share	$330.00	
		276	Mortgage Tax Local	$0.00	
				$930.00	
			Receipt Total:	$930.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26773	9/11/2019	Mortgagor:	COTTO TALIA M		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3250		Doc # 01-2019-4867	$32,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$160.00	Fishkill
		260	Mortgage Tax MTA Share	$66.00	
		276	Mortgage Tax Local	$0.00	
				$226.00	
			Receipt Total:	$226.00	
26775	9/12/2019	Mortgagor:	MCKENNA PATRICIA		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3251		Doc # 01-2019-4868	$135,916.00	1-2 Family Residence
		250	Mortgage Tax County	$679.50	Milan
		260	Mortgage Tax MTA Share	$377.70	
		275	1-6 Family	$339.75	
		276	Mortgage Tax Local	$0.00	
				$1,396.95	
			Receipt Total:	$1,396.95	
26778	9/12/2019	Mortgagor:	BEYER CHRISTOPHER		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DK3252		Doc # 01-2019-4869	$201,286.00	1-2 Family Residence
		250	Mortgage Tax County	$1,006.50	Hyde Park
		260	Mortgage Tax MTA Share	$573.90	
		275	1-6 Family	$503.25	
		276	Mortgage Tax Local	$0.00	
				$2,083.65	
			Receipt Total:	$2,083.65	
26780	9/12/2019	Mortgagor:	SHACKLETON JOHN D		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3253		Doc # 01-2019-4870	$171,137.00	1-2 Family Residence
		250	Mortgage Tax County	$855.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$483.30	
		275	1-6 Family	$427.75	
		276	Mortgage Tax Local	$0.00	
				$1,766.55	
			Receipt Total:	$1,766.55	
26796	9/12/2019	Mortgagor:	SIMMONS DAVID A		
		Mortgagee:	PLAZA HOME MORTGAGE INC		
	Serial # DK3254		Doc # 01-2019-4871	$185,217.00	1-2 Family Residence
		250	Mortgage Tax County	$926.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$525.60	
		275	1-6 Family	$463.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,914.60	
			Receipt Total:	$1,914.60	
26808	9/12/2019	Mortgagor:	PORTO HELI LLC		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3255		Doc # 01-2019-4872	$1,300,000.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$6,500.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$3,900.00	
		275	1-6 Family	$3,250.00	
		276	Mortgage Tax Local	$0.00	
				$13,650.00	
			Receipt Total:	$13,650.00	
26812	9/12/2019	Mortgagor:	JARC TINA		
		Mortgagee:	PARKSIDE LENDING LLC		
	Serial # DK3256		Doc # 01-2019-4874	$281,084.00	1-2 Family Residence
		250	Mortgage Tax County	$1,405.50	La Grange
		260	Mortgage Tax MTA Share	$813.30	
		275	1-6 Family	$702.75	
		276	Mortgage Tax Local	$0.00	
				$2,921.55	
			Receipt Total:	$2,921.55	
26813	9/12/2019	Mortgagor:	DAVID C MCLELLAN FAMILY TRUST		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3257		Doc # 01-2019-4875	$103,125.00	1-2 Family Residence
		250	Mortgage Tax County	$515.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$279.30	
		275	1-6 Family	$257.75	
		276	Mortgage Tax Local	$0.00	
				$1,052.55	
26813	9/12/2019	Mortgagor:	COLE ANDREW		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3284		Doc # 01-2019-4876	$224,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,120.00	Union Vale
		260	Mortgage Tax MTA Share	$642.00	
		275	1-6 Family	$560.00	
		276	Mortgage Tax Local	$0.00	
				$2,322.00	
			Receipt Total:	$3,374.55	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26815	9/12/2019	Mortgagor:	MATHISON WILLIAM		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3259		Doc # 01-2019-4877	$157,500.00	Corr / Re-Rec / Col. Sec.
		250	Mortgage Tax County	$0.00	City of Poughkeepsie
				$0.00	
			Receipt Total:	$0.00	
26825	9/12/2019	Mortgagor:	PULEO PETER J		
		Mortgagee:	PRIMELENDING		
	Serial # DK3260		Doc # 01-2019-4878	$184,000.00	1-2 Family Residence
		250	Mortgage Tax County	$920.00	Hyde Park
		260	Mortgage Tax MTA Share	$522.00	
		275	1-6 Family	$460.00	
		276	Mortgage Tax Local	$0.00	
				$1,902.00	
			Receipt Total:	$1,902.00	
26831	9/12/2019	Mortgagor:	MENJIVAR RAUL A		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3261		Doc # 01-2019-4879	$302,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,510.00	La Grange
		260	Mortgage Tax MTA Share	$876.00	
		275	1-6 Family	$755.00	
		276	Mortgage Tax Local	$0.00	
				$3,141.00	
			Receipt Total:	$3,141.00	
26832	9/12/2019	Mortgagor:	FLYNN MARY BETH		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3262		Doc # 01-2019-4880	$140,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$700.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$390.00	
		276	Mortgage Tax Local	$0.00	
				$1,090.00	
			Receipt Total:	$1,090.00	
26839	9/12/2019	Mortgagor:	ISLAM ROFEZ M		
		Mortgagee:	PARKSIDE LENDING LLC		
	Serial # DK3263		Doc # 01-2019-4881	$268,400.00	1-2 Family Residence
		250	Mortgage Tax County	$1,342.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$775.20	
		275	1-6 Family	$671.00	
		276	Mortgage Tax Local	$0.00	
				$2,788.20	
			Receipt Total:	$2,788.20	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26840	9/12/2019	Mortgagor:	LAUBE DONALD E JR		
		Mortgagee:	TEG FCU		
	Serial # DK3264		Doc # 01-2019-4882	$161,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$805.00	Pine Plains
		260	Mortgage Tax MTA Share	$453.00	
		276	Mortgage Tax Local	$0.00	
				$1,258.00	
			Receipt Total:	$1,258.00	
26844	9/12/2019	Mortgagor:	SMITH ROBERT		
		Mortgagee:	GREENWAY MORTGAGE FUNDING CORP		
	Serial # DK3265		Doc # 01-2019-4883	$145,000.00	1-2 Family Residence
		250	Mortgage Tax County	$725.00	Union Vale
		260	Mortgage Tax MTA Share	$405.00	
		275	1-6 Family	$362.50	
		276	Mortgage Tax Local	$0.00	
				$1,492.50	
			Receipt Total:	$1,492.50	
26847	9/12/2019	Mortgagor:	SEPULVEDA VELEZ JORGE		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3266		Doc # 01-2019-4884	$178,825.00	1-2 Family Residence
		250	Mortgage Tax County	$894.00	Wappinger
		260	Mortgage Tax MTA Share	$506.40	
		275	1-6 Family	$447.00	
		276	Mortgage Tax Local	$0.00	
				$1,847.40	
			Receipt Total:	$1,847.40	
26850	9/12/2019	Mortgagor:	HALDEMAN STEVEN E		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3267		Doc # 01-2019-4885	$244,000.00	(E) CR Un/Nat Pr
		276	Mortgage Tax Local	$0.00	
		260	Mortgage Tax MTA Share	$702.00	
		250	Mortgage Tax County	$1,220.00	Dover
				$1,922.00	
			Receipt Total:	$1,922.00	
26855	9/12/2019	Mortgagor:	LAPOINTE JOSEPH		
		Mortgagee:	TRUSTCO BANK		
	Serial # DK3268		Doc # 01-2019-4886	$90,000.00	1-2 Family Residence
		250	Mortgage Tax County	$450.00	Clinton
		260	Mortgage Tax MTA Share	$240.00	
		275	1-6 Family	$225.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$915.00	
			Receipt Total:	$915.00	
26857	9/12/2019	Mortgagor:	BALL PETER T		
		Mortgagee:	TRUSTCO BANK		
	Serial # DK3269		Doc # 01-2019-4887	$55,000.00	1-2 Family Residence
		250	Mortgage Tax County	$275.00	Wappinger
		260	Mortgage Tax MTA Share	$135.00	
		275	1-6 Family	$137.50	
		276	Mortgage Tax Local	$0.00	
				$547.50	
			Receipt Total:	$547.50	
26861	9/12/2019	Mortgagor:	MECCA MICHAEL		
		Mortgagee:	TRUSTCO BANK		
	Serial # DK3270		Doc # 01-2019-4888	$96,338.86	1-2 Family Residence
		250	Mortgage Tax County	$481.50	Wappinger
		260	Mortgage Tax MTA Share	$258.90	
		275	1-6 Family	$240.75	
		276	Mortgage Tax Local	$0.00	
				$981.15	
			Receipt Total:	$981.15	
26872	9/12/2019	Mortgagor:	KAMPA BRIAN H		
		Mortgagee:	NEWREZ LLC		
	Serial # DK3271		Doc # 01-2019-4890	$327,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,635.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$951.00	
		275	1-6 Family	$817.50	
		276	Mortgage Tax Local	$0.00	
				$3,403.50	
			Receipt Total:	$3,403.50	
26873	9/12/2019	Mortgagor:	KLEIN CHARLES R		
		Mortgagee:	THIRD FEDERAL SVGS & LOAN		
	Serial # DK3272		Doc # 01-2019-4891	$125,000.00	1-2 Family Residence
		250	Mortgage Tax County	$625.00	Pawling
		260	Mortgage Tax MTA Share	$345.00	
		275	1-6 Family	$312.50	
		276	Mortgage Tax Local	$0.00	
				$1,282.50	
			Receipt Total:	$1,282.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26886	9/12/2019	Mortgagor:	VERA NICOLE		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3274		Doc # 01-2019-4892	$342,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,710.00	Beekman
		260	Mortgage Tax MTA Share	$996.00	
		275	1-6 Family	$855.00	
		276	Mortgage Tax Local	$0.00	
				$3,561.00	
			Receipt Total:	$3,561.00	
26889	9/12/2019	Mortgagor:	CARRIEL JAMES L		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3275		Doc # 01-2019-4894	$269,377.00	1-2 Family Residence
		250	Mortgage Tax County	$1,347.00	East Fishkill
		260	Mortgage Tax MTA Share	$778.20	
		275	1-6 Family	$673.50	
		276	Mortgage Tax Local	$0.00	
				$2,798.70	
			Receipt Total:	$2,798.70	
26890	9/12/2019	Mortgagor:	SHAW THOMAS		
		Mortgagee:	TRUSTCO BANK		
	Serial # DK3276		Doc # 01-2019-50291	$271,450.00	1-2 Family Residence
		250	Mortgage Tax County	$1,357.00	La Grange
		260	Mortgage Tax MTA Share	$784.20	La Grange
		275	1-6 Family	$678.50	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$2,819.70	
			Receipt Total:	$2,819.70	
26907	9/12/2019	Mortgagor:	SIERRA MARIA		
		Mortgagee:	UNITED MORTGAGE CORP		
	Serial # DK3278		Doc # 01-2019-50292	$220,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,100.00	Pawling
		260	Mortgage Tax MTA Share	$630.00	Pawling
		275	1-6 Family	$550.00	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$2,280.00	
			Receipt Total:	$2,280.00	
26908	9/12/2019	Mortgagor:	AJDARI NEBI		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3277		Doc # 01-2019-4895	$281,295.00	1-2 Family Residence
		250	Mortgage Tax County	$1,406.50	East Fishkill
		260	Mortgage Tax MTA Share	$813.90	
		275	1-6 Family	$703.25	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$2,923.65	
			Receipt Total:	$2,923.65	
26909	9/12/2019	Mortgagor:	SUNWALL JASON		
		Mortgagee:	PLAZA HOME MORTGAGE INC		
	Serial # DK3279		Doc # 01-2019-50293	$285,714.00	1-2 Family Residence
		250	Mortgage Tax County	$1,428.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$827.10	Town of Poughkeepsie
		275	1-6 Family	$714.25	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,969.85	
			Receipt Total:	$2,969.85	
26910	9/12/2019	Mortgagor:	KOSTALEVSKY MARINA		
		Mortgagee:	RESIDENTIAL HOME FUNDING CORP		
	Serial # DK3280		Doc # 01-2019-50294	$235,200.00	1-2 Family Residence
		250	Mortgage Tax County	$1,176.00	Red Hook
		260	Mortgage Tax MTA Share	$675.60	Red Hook
		275	1-6 Family	$588.00	Red Hook
		276	Mortgage Tax Local	$0.00	Red Hook
				$2,439.60	
			Receipt Total:	$2,439.60	
26912	9/12/2019	Mortgagor:	DUNK EARL MACARTHUR		
		Mortgagee:	EMBRACE HOME LOANS INC		
	Serial # DK3281		Doc # 01-2019-50295	$372,151.00	1-2 Family Residence
		250	Mortgage Tax County	$1,861.00	La Grange
		260	Mortgage Tax MTA Share	$1,086.60	La Grange
		275	1-6 Family	$930.50	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$3,878.10	
			Receipt Total:	$3,878.10	
26913	9/12/2019	Mortgagor:	WACHSMUTH BERT G		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3282		Doc # 01-2019-50296	$200,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,000.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$570.00	Town of Poughkeepsie
		275	1-6 Family	$500.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,070.00	
			Receipt Total:	$2,070.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
26914	9/12/2019	Mortgagor:	SIDDIQUI RUSHDI		
		Mortgagee:	FIRST HOME BANK		
	Serial # DK3283		Doc # 01-2019-50297	$349,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,747.50	Fishkill
		260	Mortgage Tax MTA Share	$1,018.50	Fishkill
		275	1-6 Family	$873.75	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$3,639.75	
			Receipt Total:	$3,639.75	
26941	9/13/2019	Mortgagor:	HUDSON VALLEY BUILDING TECHNOLOGIES INC		
		Mortgagee:	GEMMATI DONATO		
	Serial # DK3286		Doc # 01-2019-4897	$75,000.00	1-2 Family Residence
		250	Mortgage Tax County	$375.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$195.00	
		275	1-6 Family	$187.50	
		276	Mortgage Tax Local	$0.00	
				$757.50	
			Receipt Total:	$757.50	
26942	9/13/2019	Mortgagor:	AHMETAJ CHRISTINA		
		Mortgagee:	CITIBANK NA		
	Serial # DK3285		Doc # 01-2019-4898	$328,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,640.00	Pawling
		260	Mortgage Tax MTA Share	$954.00	
		275	1-6 Family	$820.00	
		276	Mortgage Tax Local	$0.00	
				$3,414.00	
			Receipt Total:	$3,414.00	
26944	9/13/2019	Mortgagor:	HENDERSON WILLIAM K		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3287		Doc # 01-2019-4899	$141,360.00	1-2 Family Residence
		250	Mortgage Tax County	$707.00	City of Beacon
		260	Mortgage Tax MTA Share	$394.20	
		275	1-6 Family	$353.50	
		276	Mortgage Tax Local	$0.00	
				$1,454.70	
			Receipt Total:	$1,454.70	
26966	9/13/2019	Mortgagor:	ROMERO TEODORO		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3288		Doc # 01-2019-4900	$328,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,642.50	East Fishkill
		260	Mortgage Tax MTA Share	$955.50	
		275	1-6 Family	$821.25	

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$3,419.25	
			Receipt Total:	$3,419.25	
26969	9/13/2019	Mortgagor:	MADISON FRANK J		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial # DK3289		Doc # 01-2019-4901	$14,652.53	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Hyde Park
				$0.00	
			Receipt Total:	$0.00	
26971	9/13/2019	Mortgagor:	CAPALBO LEE		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial # DK3290		Doc # 01-2019-4902	$93,870.30	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Beekman
				$0.00	
			Receipt Total:	$0.00	
26972	9/13/2019	Mortgagor:	SICKLER ROBERT J		
		Mortgagee:	DISCOVER BANK		
	Serial # DK3291		Doc # 01-2019-4903	$45,000.00	1-2 Family Residence
		250	Mortgage Tax County	$225.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$105.00	
		275	1-6 Family	$112.50	
		276	Mortgage Tax Local	$0.00	
				$442.50	
			Receipt Total:	$442.50	
26973	9/13/2019	Mortgagor:	CHIANESE ANTHONY SR		
		Mortgagee:	GUARANTEED RATE INC		
	Serial # DK3292		Doc # 01-2019-4904	$320,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,600.00	Beekman
		260	Mortgage Tax MTA Share	$930.00	
		275	1-6 Family	$800.00	
		276	Mortgage Tax Local	$0.00	
				$3,330.00	
			Receipt Total:	$3,330.00	
26975	9/13/2019	Mortgagor:	VILLAFANE JOSE L		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3293		Doc # 01-2019-4905	$229,761.00	1-2 Family Residence
		250	Mortgage Tax County	$1,149.00	La Grange
		260	Mortgage Tax MTA Share	$659.40	
		275	1-6 Family	$574.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$2,382.90	
			Receipt Total:	$2,382.90	
26995	9/13/2019	Mortgagor:	MARTABANO CARRIE L		
		Mortgagee:	MAHOPAC BANK		
	Serial # DK3294		Doc # 01-2019-4907	$417,900.00	1-2 Family Residence
		250	Mortgage Tax County	$2,089.50	East Fishkill
		260	Mortgage Tax MTA Share	$1,223.70	
		275	1-6 Family	$1,044.75	
		276	Mortgage Tax Local	$0.00	
				$4,357.95	
			Receipt Total:	$4,357.95	
27007	9/13/2019	Mortgagor:	PETROCCA JOSEPH		
		Mortgagee:	MOVEMENT MORTGAGE LLC		
	Serial # DK3295		Doc # 01-2019-50298	$335,775.00	1-2 Family Residence
		250	Mortgage Tax County	$1,679.00	Wappinger
		260	Mortgage Tax MTA Share	$977.40	Wappinger
		275	1-6 Family	$839.50	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$3,495.90	
			Receipt Total:	$3,495.90	
27009	9/13/2019	Mortgagor:	KRUMHOLTZ JASON S		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3296		Doc # 01-2019-50299	$500,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,500.00	La Grange
		260	Mortgage Tax MTA Share	$1,470.00	La Grange
		275	1-6 Family	$1,250.00	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$5,220.00	
			Receipt Total:	$5,220.00	
27027	9/13/2019	Mortgagor:	BANTUM BOBBY		
		Mortgagee:	WALL STREET MORTGAGE BANKERS, LTD		
	Serial # DK3297		Doc # 01-2019-50300	$254,897.00	1-2 Family Residence
		250	Mortgage Tax County	$1,274.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$734.70	Town of Poughkeepsie
		275	1-6 Family	$637.25	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,646.45	
			Receipt Total:	$2,646.45	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27029	9/13/2019	Mortgagor:	HERNANDEZ MELVIN JR		
		Mortgagee:	UNITED MORTGAGE CORP		
	Serial # DK3298		Doc # 01-2019-50301	$267,619.00	1-2 Family Residence
		250	Mortgage Tax County	$1,338.00	Pawling
		260	Mortgage Tax MTA Share	$772.80	Pawling
		275	1-6 Family	$669.00	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$2,779.80	
			Receipt Total:	$2,779.80	
27030	9/13/2019	Mortgagor:	EMIG ROBERT A		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3299		Doc # 01-2019-50302	$300,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,500.00	East Fishkill
		260	Mortgage Tax MTA Share	$870.00	East Fishkill
		275	1-6 Family	$750.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$3,120.00	
			Receipt Total:	$3,120.00	
27031	9/13/2019	Mortgagor:	CARABALLO GRACE		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3300		Doc # 01-2019-50303	$80,000.00	1-2 Family Residence
		250	Mortgage Tax County	$400.00	Pawling
		260	Mortgage Tax MTA Share	$210.00	Pawling
		275	1-6 Family	$200.00	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$810.00	
			Receipt Total:	$810.00	
27043	9/13/2019	Mortgagor:	UMBRO CODY		
		Mortgagee:	UNITED NORTHERN MORTGAGE BANKERS LIMITED		
	Serial # DK3301		Doc # 01-2019-50304	$325,091.00	1-2 Family Residence
		250	Mortgage Tax County	$1,625.50	East Fishkill
		260	Mortgage Tax MTA Share	$945.30	East Fishkill
		275	1-6 Family	$812.75	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$3,383.55	
			Receipt Total:	$3,383.55	
27055	9/13/2019	Mortgagor:	GOVIND S GILL TRUST		
		Mortgagee:	CATSKILL HUDSON BANK		
	Serial # DK3302		Doc # 01-2019-4908	$50,000.00	1-2 Family Residence
		250	Mortgage Tax County	$250.00	Rhinebeck
		260	Mortgage Tax MTA Share	$120.00	
		275	1-6 Family	$125.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$495.00	
			Receipt Total:	$495.00	
27062	9/16/2019	Mortgagor:	MEYBOHM MARGARET K		
		Mortgagee:	PRIMELENDING		
	Serial # DK3303		Doc # 01-2019-4909	$215,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,075.00	La Grange
		260	Mortgage Tax MTA Share	$615.00	
		275	1-6 Family	$537.50	
		276	Mortgage Tax Local	$0.00	
				$2,227.50	
			Receipt Total:	$2,227.50	
27063	9/16/2019	Mortgagor:	PICCORELLI WALTER R		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3304		Doc # 01-2019-4910	$38,761.77	1-2 Family Residence
		250	Mortgage Tax County	$194.00	Wappinger
		260	Mortgage Tax MTA Share	$86.40	
		275	1-6 Family	$97.00	
		276	Mortgage Tax Local	$0.00	
				$377.40	
			Receipt Total:	$377.40	
27067	9/16/2019	Mortgagor:	RODRIGUEZ JORGE M		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3305		Doc # 01-2019-4912	$338,751.00	1-2 Family Residence
		250	Mortgage Tax County	$1,694.00	East Fishkill
		260	Mortgage Tax MTA Share	$986.40	
		275	1-6 Family	$847.00	
		276	Mortgage Tax Local	$0.00	
				$3,527.40	
			Receipt Total:	$3,527.40	
27071	9/16/2019	Mortgagor:	ALLEN MIKSTAY ANTHEA		
		Mortgagee:	TEACHERS FCU		
	Serial # DK3306		Doc # 01-2019-4913	$410,250.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$2,051.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,200.60	
		276	Mortgage Tax Local	$0.00	
				$3,251.60	
			Receipt Total:	$3,251.60	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27084	9/16/2019	Mortgagor:	GAYLE TREVOR		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DK3308		Doc # 01-2019-4914	$333,841.00	1-2 Family Residence
		250	Mortgage Tax County	$1,669.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$971.40	
		275	1-6 Family	$834.50	
		276	Mortgage Tax Local	$0.00	
				$3,474.90	
			Receipt Total:	$3,474.90	
27089	9/16/2019	Mortgagor:	KRASINSKI CATHERINE M		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3309		Doc # 01-2019-4915	$100,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$500.00	Pawling
		260	Mortgage Tax MTA Share	$270.00	
		276	Mortgage Tax Local	$0.00	
				$770.00	
			Receipt Total:	$770.00	
27093	9/16/2019	Mortgagor:	HALLOCK DANIEL		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3310		Doc # 01-2019-4916	$18,800.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$94.00	Beekman
		260	Mortgage Tax MTA Share	$26.40	
		276	Mortgage Tax Local	$0.00	
				$120.40	
			Receipt Total:	$120.40	
27096	9/16/2019	Mortgagor:	BOSAZ KELLY		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3311		Doc # 01-2019-4917	$125,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$625.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$345.00	
		276	Mortgage Tax Local	$0.00	
				$970.00	
			Receipt Total:	$970.00	
27100	9/16/2019	Mortgagor:	FLOREZ MIKE J		
		Mortgagee:	US BANK TRUST NA		
	Serial # DK3312		Doc # 01-2019-4918	$70,937.61	1-2 Family Residence
		250	Mortgage Tax County	$354.50	East Fishkill
		260	Mortgage Tax MTA Share	$182.70	
		275	1-6 Family	$177.25	
		276	Mortgage Tax Local	$0.00	
				$714.45	
			Receipt Total:	$714.45	

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Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
27102	9/16/2019	Mortgagor:	MUNOZ ROGER B		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3313		Doc # 01-2019-4919	$79,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$395.00	Wappinger
		260	Mortgage Tax MTA Share	$207.00	
		276	Mortgage Tax Local	$0.00	
				$602.00	
			Receipt Total:	$602.00	
27104	9/16/2019	Mortgagor:	SBARRA JAMES M		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3314		Doc # 01-2019-4920	$78,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$390.00	East Fishkill
		260	Mortgage Tax MTA Share	$204.00	
		276	Mortgage Tax Local	$0.00	
				$594.00	
			Receipt Total:	$594.00	
27109	9/16/2019	Mortgagor:	MALAYIL ASHOK KUMAR		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3315		Doc # 01-2019-4921	$22,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$110.00	Beekman
		260	Mortgage Tax MTA Share	$36.00	
		276	Mortgage Tax Local	$0.00	
				$146.00	
			Receipt Total:	$146.00	
27114	9/16/2019	Mortgagor:	MILBURY MICHAEL		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3316		Doc # 01-2019-4922	$20,135.84	1-2 Family Residence
		250	Mortgage Tax County	$100.50	East Fishkill
		260	Mortgage Tax MTA Share	$30.30	
		275	1-6 Family	$50.25	
		276	Mortgage Tax Local	$0.00	
				$181.05	
			Receipt Total:	$181.05	
27122	9/16/2019	Mortgagor:	RELEASES		Comments:
		Mortgagee:	RELEASES		SHARE CASE #313856
	Serial # DK3317		Doc # 01-2019-4923	$388,000.00	(NE) Commercial
		250	Mortgage Tax County	$1,040.39	Red Hook
		260	Mortgage Tax MTA Share	$624.24	
		270	SONYMA	$520.20	
		276	Mortgage Tax Local	$0.00	
				$2,184.83	
			Receipt Total:	$2,184.83	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27126	9/16/2019	Mortgagor:	REID KILLINGS CRYSTAL NOEL		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3318		Doc # 01-2019-4924	$40,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$200.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$90.00	
		276	Mortgage Tax Local	$0.00	
				$290.00	
			Receipt Total:	$290.00	
27127	9/16/2019	Mortgagor:	BLEECKER MICHELLE E		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3319		Doc # 01-2019-4925	$50,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$250.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$120.00	
		276	Mortgage Tax Local	$0.00	
				$370.00	
			Receipt Total:	$370.00	
27128	9/16/2019	Mortgagor:	FERIN ROBERT V		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3320		Doc # 01-2019-4926	$95,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$475.00	Wappinger
		260	Mortgage Tax MTA Share	$255.00	
		276	Mortgage Tax Local	$0.00	
				$730.00	
			Receipt Total:	$730.00	
27129	9/16/2019	Mortgagor:	CHISOLM CRAIG		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3321		Doc # 01-2019-4927	$139,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$695.00	City of Beacon
		260	Mortgage Tax MTA Share	$387.00	
		276	Mortgage Tax Local	$0.00	
				$1,082.00	
			Receipt Total:	$1,082.00	
27136	9/16/2019	Mortgagor:	ROCKEFELLER KIM		
		Mortgagee:	DITECH FINANCIAL LLC		
	Serial # DK3322		Doc # 01-2019-4928	$3,492.14	1-2 Family Residence
		250	Mortgage Tax County	$17.50	Red Hook
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$8.75	
		276	Mortgage Tax Local	$0.00	
				$26.25	
			Receipt Total:	$26.25	

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
27140	9/16/2019	Mortgagor:	WADDELL ALLEN E		
		Mortgagee:	UNITED MORTGAGE CORP		
	Serial # DK3324		Doc # 01-2019-50305	$251,469.00	1-2 Family Residence
		250	Mortgage Tax County	$1,257.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$724.50	Town of Poughkeepsie
		275	1-6 Family	$628.75	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,610.75	
			Receipt Total:	$2,610.75	
27142	9/16/2019	Mortgagor:	LEONFORTE CATHERINE A		
		Mortgagee:	RUSHMORE LOAN MANAGEMENT SERVS LLC		
	Serial # DK3323		Doc # 01-2019-4929	$19,951.37	1-2 Family Residence
		250	Mortgage Tax County	$100.00	East Fishkill
		260	Mortgage Tax MTA Share	$30.00	
		275	1-6 Family	$50.00	
		276	Mortgage Tax Local	$0.00	
				$180.00	
			Receipt Total:	$180.00	
27144	9/16/2019	Mortgagor:	MAXWELL DOUGLAS		
		Mortgagee:	FARM CREDIT EAST ACA		
	Serial # DK3325		Doc # 01-2019-4930	$805,000.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Milan
				$0.00	
			Receipt Total:	$0.00	
27145	9/16/2019	Mortgagor:	TRANSFORM OPERATING STORES LLC		
		Mortgagee:	CANTOR FITZGERALD SECURITIES		
	Serial # DK3326		Doc # 01-2019-50306	$4,800,000.00	(NE) Commercial
		250	Mortgage Tax County	$24,000.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$14,400.00	Town of Poughkeepsie
		270	SONYMA	$12,000.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$50,400.00	
			Receipt Total:	$50,400.00	
27155	9/16/2019	Mortgagor:	CUMMINGS RICHARD		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3327		Doc # 01-2019-50307	$122,000.00	1-2 Family Residence
		250	Mortgage Tax County	$610.00	Pine Plains
		260	Mortgage Tax MTA Share	$336.00	Pine Plains
		275	1-6 Family	$305.00	Pine Plains

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Pine Plains
				$1,251.00	
			Receipt Total:	$1,251.00	
27164	9/16/2019	Mortgagor:	KESSLER PAULINE J		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3328		Doc # 01-2019-50308	$57,000.00	1-2 Family Residence
		250	Mortgage Tax County	$285.00	Wappinger
		260	Mortgage Tax MTA Share	$141.00	Wappinger
		275	1-6 Family	$142.50	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$568.50	
			Receipt Total:	$568.50	
27191	9/16/2019	Mortgagor:	IPPOLITO THOMAS		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3329		Doc # 01-2019-50309	$200,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,000.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$570.00	Town of Poughkeepsie
		275	1-6 Family	$500.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,070.00	
			Receipt Total:	$2,070.00	
27192	9/16/2019	Mortgagor:	GRIFFITHS JENKINS SHAHONA		
		Mortgagee:	GUARANTEED RATE INC		
	Serial # DK3330		Doc # 01-2019-50310	$504,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,520.00	Fishkill
		260	Mortgage Tax MTA Share	$1,482.00	Fishkill
		275	1-6 Family	$1,260.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$5,262.00	
			Receipt Total:	$5,262.00	
27196	9/16/2019	Mortgagor:	BASORA RICHARD		
		Mortgagee:	CARRINGTON MORTGAGE SERVICES LLC		
	Serial # DK3331		Doc # 01-2019-4931	$9,126.91	1-2 Family Residence
		250	Mortgage Tax County	$45.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$22.75	
		276	Mortgage Tax Local	$0.00	
				$68.25	
			Receipt Total:	$68.25	

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
27199	9/16/2019	Mortgagor:	CHAUVIN MICHAEL E		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial #		Doc # 01-2019-50311	$175,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$875.00	Red Hook
		260	Mortgage Tax MTA Share	$495.00	Red Hook
		276	Mortgage Tax Local	$0.00	Red Hook
				$1,370.00	
			Receipt Total:	$1,370.00	
27246	9/17/2019	Mortgagor:	HUNT CHRISTOPHER T		
		Mortgagee:	BAKER JEFFREY		
	Serial # DK3332		Doc # 01-2019-4934	$390,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,950.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$1,140.00	
		276	Mortgage Tax Local	$0.00	
				$3,090.00	
			Receipt Total:	$3,090.00	
27255	9/17/2019	Mortgagor:	JOHNSON RICHARD		
		Mortgagee:	M&T BANK		
	Serial # DK3333		Doc # 01-2019-4935	$400,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,000.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,170.00	
		275	1-6 Family	$1,000.00	
		276	Mortgage Tax Local	$0.00	
				$4,170.00	
			Receipt Total:	$4,170.00	
27257	9/17/2019	Mortgagor:	PAPANTONIOU SAM		
		Mortgagee:	ASHTON ANNMARIE J		
	Serial # DK3334		Doc # 01-2019-4936	$16,000.00	(NE) Commercial
		250	Mortgage Tax County	$80.00	Fishkill
		260	Mortgage Tax MTA Share	$48.00	
		270	SONYMA	$40.00	
		276	Mortgage Tax Local	$0.00	
				$168.00	
			Receipt Total:	$168.00	
27261	9/17/2019	Mortgagor:	CORTES SARAY		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DK3335		Doc # 01-2019-4937	$247,777.00	1-2 Family Residence
		250	Mortgage Tax County	$1,239.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$713.40	
		275	1-6 Family	$619.50	
		276	Mortgage Tax Local	$0.00	
				$2,571.90	
			Receipt Total:	$2,571.90	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27263	9/17/2019	Mortgagor:	KNOX DORIS		
		Mortgagee:	TEG FCU		
	Serial # DK3336		Doc # 01-2019-4938	$120,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$600.00	Fishkill
		260	Mortgage Tax MTA Share	$330.00	
		276	Mortgage Tax Local	$0.00	
				$930.00	
			Receipt Total:	$930.00	
27265	9/17/2019	Mortgagor:	REGALADO DARWIN O		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3337		Doc # 01-2019-4939	$231,990.00	1-2 Family Residence
		250	Mortgage Tax County	$1,160.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$666.00	
		275	1-6 Family	$580.00	
		276	Mortgage Tax Local	$0.00	
				$2,406.00	
			Receipt Total:	$2,406.00	
27266	9/17/2019	Mortgagor:	KELLER AUDREY F		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3338		Doc # 01-2019-4940	$388,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,940.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$1,134.00	
		276	Mortgage Tax Local	$0.00	
				$3,074.00	
			Receipt Total:	$3,074.00	
27267	9/17/2019	Mortgagor:	RISTAU GERHART JOHN JR		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3339		Doc # 01-2019-4941	$349,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,745.00	Dover
		260	Mortgage Tax MTA Share	$1,017.00	
		275	1-6 Family	$872.50	
		276	Mortgage Tax Local	$0.00	
				$3,634.50	
			Receipt Total:	$3,634.50	
27268	9/17/2019	Mortgagor:	ADAMS AMANDA		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3340		Doc # 01-2019-4942	$206,055.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,030.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$588.30	
		276	Mortgage Tax Local	$0.00	
				$1,618.80	
			Receipt Total:	$1,618.80	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27273	9/17/2019	Mortgagor:	LAURIA LAWRENCE		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3341		Doc # 01-2019-4943	$15,733.02	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$78.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$17.10	
		276	Mortgage Tax Local	$0.00	
				$95.60	
			Receipt Total:	$95.60	
27274	9/17/2019	Mortgagor:	KAZUKENUS LAURA		
		Mortgagee:	RESIDENTIAL HOME FUNDING CORP		
	Serial # DK3342		Doc # 01-2019-4945	$229,050.00	1-2 Family Residence
		250	Mortgage Tax County	$1,145.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$657.00	
		275	1-6 Family	$572.50	
		276	Mortgage Tax Local	$0.00	
				$2,374.50	
			Receipt Total:	$2,374.50	
27275	9/17/2019	Mortgagor:	GOSS BRIAN D		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3343		Doc # 01-2019-4946	$163,310.00	1-2 Family Residence
		250	Mortgage Tax County	$816.50	Beekman
		260	Mortgage Tax MTA Share	$459.90	
		275	1-6 Family	$408.25	
		276	Mortgage Tax Local	$0.00	
				$1,684.65	
			Receipt Total:	$1,684.65	
27276	9/17/2019	Mortgagor:	24 VASSAR ST LLC		
		Mortgagee:	SAMUELSON RONALD		
	Serial # DK3344		Doc # 01-2019-4947	$260,000.00	(NE) Commercial
		250	Mortgage Tax County	$1,300.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$780.00	
		270	SONYMA	$650.00	
		276	Mortgage Tax Local	$0.00	
				$2,730.00	
			Receipt Total:	$2,730.00	
27282	9/17/2019	Mortgagor:	PETERS RICHARD F		
		Mortgagee:	RONDOUT SVGS BANK		
	Serial # DK3345		Doc # 01-2019-4948	$170,000.00	1-2 Family Residence
		250	Mortgage Tax County	$850.00	North East
		260	Mortgage Tax MTA Share	$480.00	
		275	1-6 Family	$425.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,755.00	
			Receipt Total:	$1,755.00	
27283	9/17/2019	Mortgagor:	KERMANI SAM		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3346		Doc # 01-2019-4949	$108,700.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$543.50	Wappinger
		260	Mortgage Tax MTA Share	$296.10	
		276	Mortgage Tax Local	$0.00	
				$839.60	
			Receipt Total:	$839.60	
27284	9/17/2019	Mortgagor:	HORTON ARTHUR		
		Mortgagee:	SILVERMINE VENTURES LLC		
	Serial # DK3347		Doc # 01-2019-4950	$227,838.00	1-2 Family Residence
		250	Mortgage Tax County	$1,139.00	Fishkill
		260	Mortgage Tax MTA Share	$653.40	
		275	1-6 Family	$569.50	
		276	Mortgage Tax Local	$0.00	
				$2,361.90	
			Receipt Total:	$2,361.90	
27287	9/17/2019	Mortgagor:	PETERMAN NORMA		
		Mortgagee:	RESIDENTIAL HOME FUNDING CORP		
	Serial # DK3348		Doc # 01-2019-4951	$329,914.00	1-2 Family Residence
		250	Mortgage Tax County	$1,649.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$959.70	
		275	1-6 Family	$824.75	
		276	Mortgage Tax Local	$0.00	
				$3,433.95	
			Receipt Total:	$3,433.95	
27288	9/17/2019	Mortgagor:	EDWARDS REBECCA B		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3349		Doc # 01-2019-4952	$1,117.85	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$5.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$0.00	
		276	Mortgage Tax Local	$0.00	
				$5.50	
			Receipt Total:	$5.50	
27289	9/17/2019	Mortgagor:	PESANTEZ DIANA C		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3350		Doc # 01-2019-4954	$224,800.00	1-2 Family Residence
		250	Mortgage Tax County	$1,124.00	Wappinger

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$644.40	
		275	1-6 Family	$562.00	
		276	Mortgage Tax Local	$0.00	
				$2,330.40	
			Receipt Total:	$2,330.40	
27292	9/17/2019	Mortgagor:	ROSS DANIELA A		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3351		Doc # 01-2019-4955	$460,750.00	1-2 Family Residence
		250	Mortgage Tax County	$2,303.50	Beekman
		260	Mortgage Tax MTA Share	$1,352.10	
		275	1-6 Family	$1,151.75	
		276	Mortgage Tax Local	$0.00	
				$4,807.35	
			Receipt Total:	$4,807.35	
27293	9/17/2019	Mortgagor:	BLACK SANDRA		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3352		Doc # 01-2019-4956	$63,208.27	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$316.00	Fishkill
		260	Mortgage Tax MTA Share	$159.60	
		276	Mortgage Tax Local	$0.00	
				$475.60	
			Receipt Total:	$475.60	
27294	9/17/2019	Mortgagor:	DOUBLE R CAPITAL INC		
		Mortgagee:	DEALMAKER SOLUTIONS INC		
	Serial # DK3353		Doc # 01-2019-4958	$168,000.00	1-2 Family Residence
		250	Mortgage Tax County	$840.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$474.00	
		275	1-6 Family	$420.00	
		276	Mortgage Tax Local	$0.00	
				$1,734.00	
			Receipt Total:	$1,734.00	
27298	9/17/2019	Mortgagor:	KODNIA AMANDA		
		Mortgagee:	USAA FED SVGS BANK		
	Serial # DK3354		Doc # 01-2019-4959	$280,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,400.00	East Fishkill
		260	Mortgage Tax MTA Share	$810.00	
		275	1-6 Family	$700.00	
		276	Mortgage Tax Local	$0.00	
				$2,910.00	
			Receipt Total:	$2,910.00	
27302	9/17/2019	Mortgagor:	FREILICH ARY		
		Mortgagee:	PEAPACK GLADSTONE BANK		
	Serial # DK3356		Doc # 01-2019-4960	$250,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,250.00	Clinton

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$720.00	
		275	1-6 Family	$625.00	
		276	Mortgage Tax Local	$0.00	
				$2,595.00	
			Receipt Total:	$2,595.00	
27303	9/17/2019	Mortgagor:	GALVAN JENNIFER		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3355		Doc # 01-2019-4961	$183,000.00	(E) CR Un/Nat Pr
		276	Mortgage Tax Local	$0.00	
		260	Mortgage Tax MTA Share	$519.00	
		250	Mortgage Tax County	$915.00	City of Poughkeepsie
				$1,434.00	
27303	9/17/2019	Mortgagor:	PARAS JOHN K		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3357		Doc # 01-2019-4962	$8,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$40.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$0.00	
		276	Mortgage Tax Local	$0.00	
				$40.00	
			Receipt Total:	$1,474.00	
27306	9/17/2019	Mortgagor:	LICHWICK JASON		
		Mortgagee:	WALDEN SVGS BANK		
	Serial # DK3358		Doc # 01-2019-4963	$208,250.00	1-2 Family Residence
		250	Mortgage Tax County	$1,041.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$594.60	
		275	1-6 Family	$520.50	
		276	Mortgage Tax Local	$0.00	
				$2,156.10	
			Receipt Total:	$2,156.10	
27308	9/17/2019	Mortgagor:	TAHIR ABBAS		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3359		Doc # 01-2019-4964	$340,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,700.00	City of Beacon
		260	Mortgage Tax MTA Share	$990.00	
		275	1-6 Family	$850.00	
		276	Mortgage Tax Local	$0.00	
				$3,540.00	
			Receipt Total:	$3,540.00	

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
27323	9/17/2019	Mortgagor:	TOWER HILL 2014 LLC		
		Mortgagee:	FARM CR EAST ACA		
	Serial # DK3360		Doc # 01-2019-4965	$5,550,000.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Amenia
				$0.00	
			Receipt Total:	$0.00	
27329	9/17/2019	Mortgagor:	HOCHBERG BRAD		
		Mortgagee:	WALDEN SVGS BANK		
	Serial # DK3361		Doc # 01-2019-4966	$57,200.00	1-2 Family Residence
		250	Mortgage Tax County	$286.00	City of Beacon
		260	Mortgage Tax MTA Share	$141.60	
		275	1-6 Family	$143.00	
		276	Mortgage Tax Local	$0.00	
				$570.60	
			Receipt Total:	$570.60	
27330	9/17/2019	Mortgagor:	AZZARO JENNY S		
		Mortgagee:	WALDEN SVGS BANK		
	Serial # DK3362		Doc # 01-2019-4967	$30,000.00	1-2 Family Residence
		250	Mortgage Tax County	$150.00	Wappinger
		260	Mortgage Tax MTA Share	$60.00	
		275	1-6 Family	$75.00	
		276	Mortgage Tax Local	$0.00	
				$285.00	
			Receipt Total:	$285.00	
27331	9/17/2019	Mortgagor:	BUSER KYLE M		
		Mortgagee:	ULSTER SVGS BANK		
	Serial # DK3363		Doc # 01-2019-4968	$263,500.00	1-2 Family Residence
		276	Mortgage Tax Local	$0.00	
		275	1-6 Family	$658.75	
		260	Mortgage Tax MTA Share	$760.50	
		250	Mortgage Tax County	$1,317.50	Hyde Park
				$2,736.75	
			Receipt Total:	$2,736.75	
27333	9/17/2019	Mortgagor:	KOZLOWSKI JOSEPH J		
		Mortgagee:	WALDEN SVGS BANK		
	Serial # DK3364		Doc # 01-2019-4969	$380,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,900.00	Milan
		260	Mortgage Tax MTA Share	$1,110.00	
		275	1-6 Family	$950.00	
		276	Mortgage Tax Local	$0.00	
				$3,960.00	
			Receipt Total:	$3,960.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27338	9/17/2019	Mortgagor:	HERRERA EDWARD		
		Mortgagee:	WALLKILL VALLEY FED SVGS & LOAN ASSOC		
	Serial # DK3365		Doc # 01-2019-4970	$352,500.00	Corr / Re-Rec / Col. Sec.
		250	Mortgage Tax County	$0.00	City of Beacon
				$0.00	
			Receipt Total:	$0.00	
27340	9/17/2019	Mortgagor:	ROSENGARTEN SHIMON		
		Mortgagee:	FEDERAL SVGS BANK		
	Serial # DK3366		Doc # 01-2019-4971	$143,500.00	1-2 Family Residence
		250	Mortgage Tax County	$717.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$400.50	
		275	1-6 Family	$358.75	
		276	Mortgage Tax Local	$0.00	
				$1,476.75	
			Receipt Total:	$1,476.75	
27344	9/17/2019	Mortgagor:	KIRK JOSEPH D		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3367		Doc # 01-2019-4972	$22,417.58	1-2 Family Residence
		250	Mortgage Tax County	$112.00	Wappinger
		260	Mortgage Tax MTA Share	$37.20	
		275	1-6 Family	$56.00	
		276	Mortgage Tax Local	$0.00	
				$205.20	
			Receipt Total:	$205.20	
27349	9/17/2019	Mortgagor:	REINOSO JOSE		
		Mortgagee:	PRIMELENDING		
	Serial # DK3368		Doc # 01-2019-4974	$181,649.00	1-2 Family Residence
		250	Mortgage Tax County	$908.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$514.80	
		275	1-6 Family	$454.00	
		276	Mortgage Tax Local	$0.00	
				$1,876.80	
			Receipt Total:	$1,876.80	
27351	9/17/2019	Mortgagor:	TOM ALEX		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3369		Doc # 01-2019-4975	$180,000.00	1-2 Family Residence
		250	Mortgage Tax County	$900.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$510.00	
		275	1-6 Family	$450.00	
		276	Mortgage Tax Local	$0.00	
				$1,860.00	
			Receipt Total:	$1,860.00	

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
27352	9/17/2019	Mortgagor:	JOHNSON WOLOSZYN KITANYA		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3370		Doc # 01-2019-4976	$180,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$900.00	Hyde Park
		260	Mortgage Tax MTA Share	$510.00	
		276	Mortgage Tax Local	$0.00	
				$1,410.00	
			Receipt Total:	$1,410.00	
27364	9/17/2019	Mortgagor:	JAMES ERIC		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial # DK3372		Doc # 01-2019-4977	$69,792.01	No Tax / Serial #
		250	Mortgage Tax County	$0.00	City of Beacon
				$0.00	
			Receipt Total:	$0.00	
27375	9/17/2019	Mortgagor:	CHIANESE FRANK P		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial #		Doc # 01-2019-50312	$59,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$295.00	Clinton
		260	Mortgage Tax MTA Share	$147.00	Clinton
		276	Mortgage Tax Local	$0.00	Clinton
				$442.00	
			Receipt Total:	$442.00	
27377	9/17/2019	Mortgagor:	FARINA JAMES		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3374		Doc # 01-2019-50313	$228,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,140.00	Wappinger
		260	Mortgage Tax MTA Share	$654.00	Wappinger
		275	1-6 Family	$570.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$2,364.00	
			Receipt Total:	$2,364.00	
27378	9/17/2019	Mortgagor:	ESPOSITO JASON G		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3373		Doc # 01-2019-4978	$256,500.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,282.50	Red Hook
		260	Mortgage Tax MTA Share	$739.50	
		276	Mortgage Tax Local	$0.00	
				$2,022.00	
			Receipt Total:	$2,022.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27381	9/17/2019	Mortgagor:	BEATRICE MATTHEW D		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial #		Doc # 01-2019-50314	$25,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$125.00	Red Hook
		260	Mortgage Tax MTA Share	$45.00	Red Hook
		276	Mortgage Tax Local	$0.00	Red Hook
				$170.00	
			Receipt Total:	$170.00	
27383	9/17/2019	Mortgagor:	HALL CONSTANCE M		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3375		Doc # 01-2019-4979	$100,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$500.00	City of Beacon
		260	Mortgage Tax MTA Share	$270.00	
		276	Mortgage Tax Local	$0.00	
				$770.00	
			Receipt Total:	$770.00	
27386	9/17/2019	Mortgagor:	SIMMONS DAVID		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3376		Doc # 01-2019-4980	$75,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$375.00	Pawling
		260	Mortgage Tax MTA Share	$195.00	
		276	Mortgage Tax Local	$0.00	
				$570.00	
			Receipt Total:	$570.00	
27387	9/17/2019	Mortgagor:	FABRIZIO SILVESTRO		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3377		Doc # 01-2019-4981	$65,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$325.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$165.00	
		276	Mortgage Tax Local	$0.00	
				$490.00	
			Receipt Total:	$490.00	
27388	9/17/2019	Mortgagor:	JACOBSEN PETER		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3378		Doc # 01-2019-4982	$100,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$500.00	Rhinebeck
		260	Mortgage Tax MTA Share	$270.00	
		276	Mortgage Tax Local	$0.00	
				$770.00	
			Receipt Total:	$770.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27390	9/17/2019	Mortgagor:	NOLAN EILEEN		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3379		Doc # 01-2019-4983	$80,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$400.00	Clinton
		260	Mortgage Tax MTA Share	$210.00	
		276	Mortgage Tax Local	$0.00	
				$610.00	
			Receipt Total:	$610.00	
27393	9/17/2019	Mortgagor:	AMMIRATI CYNTHIA A		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3380		Doc # 01-2019-4984	$80,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$400.00	Beekman
		260	Mortgage Tax MTA Share	$210.00	
		276	Mortgage Tax Local	$0.00	
				$610.00	
			Receipt Total:	$610.00	
27394	9/17/2019	Mortgagor:	MENENDEZ BARBARA S		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3381		Doc # 01-2019-4985	$50,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$250.00	Stanford
		260	Mortgage Tax MTA Share	$120.00	
		276	Mortgage Tax Local	$0.00	
				$370.00	
			Receipt Total:	$370.00	
27395	9/17/2019	Mortgagor:	SMITH KEVIN B		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3383		Doc # 01-2019-4986	$35,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$175.00	Hyde Park
		260	Mortgage Tax MTA Share	$75.00	
		276	Mortgage Tax Local	$0.00	
				$250.00	
			Receipt Total:	$250.00	
27406	9/18/2019	Mortgagor:	OICLE ROBERT		
		Mortgagee:	GUARANTEED RATE INC		
	Serial # DK3384		Doc # 01-2019-4988	$404,550.00	1-2 Family Residence
		250	Mortgage Tax County	$2,022.50	East Fishkill
		260	Mortgage Tax MTA Share	$1,183.50	
		275	1-6 Family	$1,011.25	
		276	Mortgage Tax Local	$0.00	
				$4,217.25	
			Receipt Total:	$4,217.25	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27409	9/18/2019	Mortgagor:	S&W MAINTENANCE AND RESTORATIONS LLC		
		Mortgagee:	WHITE JOYCE E		
	Serial # DK3385		Doc # 01-2019-4989	$40,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$200.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$90.00	
		276	Mortgage Tax Local	$0.00	
				$290.00	
			Receipt Total:	$290.00	
27416	9/18/2019	Mortgagor:	TRACY BRETT M		
		Mortgagee:	NATIONSTAR MORTGAGE LLC		
	Serial # DK3386		Doc # 01-2019-4990	$7,070.18	1-2 Family Residence
		250	Mortgage Tax County	$35.50	Wappinger
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$17.75	
		276	Mortgage Tax Local	$0.00	
				$53.25	
			Receipt Total:	$53.25	
27421	9/18/2019	Mortgagor:	ELITE RENOVATIONS & REMODELING LLC		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3387		Doc # 01-2019-4992	$30,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$150.00	Red Hook
		260	Mortgage Tax MTA Share	$60.00	
		276	Mortgage Tax Local	$0.00	
				$210.00	
			Receipt Total:	$210.00	
27423	9/18/2019	Mortgagor:	STROKA ERIK W		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3388		Doc # 01-2019-4993	$220,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,100.00	Red Hook
		260	Mortgage Tax MTA Share	$630.00	
		276	Mortgage Tax Local	$0.00	
				$1,730.00	
			Receipt Total:	$1,730.00	
27431	9/18/2019	Mortgagor:	COLE THOMAS C		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3389		Doc # 01-2019-4994	$40,037.28	1-2 Family Residence
		250	Mortgage Tax County	$200.00	Wappinger
		260	Mortgage Tax MTA Share	$90.00	
		275	1-6 Family	$100.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$390.00	
			Receipt Total:	$390.00	
27434	9/18/2019	Mortgagor:	SHEAFE WOODS REALTY LLC		
		Mortgagee:	PCSB BANK		
	Serial # DK3390		Doc # 01-2019-4996	$50,000.00	(NE) Commercial
		250	Mortgage Tax County	$250.00	Wappinger
		260	Mortgage Tax MTA Share	$150.00	
		270	SONYMA	$125.00	
		276	Mortgage Tax Local	$0.00	
				$525.00	
27434	9/18/2019	Mortgagor:	SHEAFE WOODS REALTY LLC		
		Mortgagee:	PCSB BANK		
	Serial # DK3391		Doc # 01-2019-4998	$200,000.00	(NE) Commercial
		250	Mortgage Tax County	$1,000.00	Wappinger
		260	Mortgage Tax MTA Share	$600.00	
		270	SONYMA	$500.00	
		276	Mortgage Tax Local	$0.00	
				$2,100.00	
			Receipt Total:	$2,625.00	
27441	9/18/2019	Mortgagor:	HORTON JORDAN TEISHA		
		Mortgagee:	BANK OF AMERICA NA		
	Serial # DK3392		Doc # 01-2019-5000	$370,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,850.00	Fishkill
		260	Mortgage Tax MTA Share	$1,080.00	
		275	1-6 Family	$925.00	
		276	Mortgage Tax Local	$0.00	
				$3,855.00	
			Receipt Total:	$3,855.00	
27444	9/18/2019	Mortgagor:	PINE PLAINS TRUCK & AUTO LLC		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3393		Doc # 01-2019-5002	$182,500.00	(NE) Commercial
		250	Mortgage Tax County	$912.50	Pine Plains
		260	Mortgage Tax MTA Share	$547.50	
		270	SONYMA	$456.25	
		276	Mortgage Tax Local	$0.00	
				$1,916.25	
			Receipt Total:	$1,916.25	
27467	9/18/2019	Mortgagor:	ADORNO JASON F		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3394		Doc # 01-2019-50315	$98,870.00	1-2 Family Residence
		250	Mortgage Tax County	$494.50	East Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$266.70	East Fishkill
		275	1-6 Family	$247.25	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$1,008.45	
			Receipt Total:	$1,008.45	
27474	9/18/2019	Mortgagor:	POLOTAYE RAYMOND L		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial #		Doc # 01-2019-50316	$27,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$135.00	Rhinebeck
		260	Mortgage Tax MTA Share	$51.00	Rhinebeck
		276	Mortgage Tax Local	$0.00	Rhinebeck
				$186.00	
			Receipt Total:	$186.00	
27475	9/18/2019	Mortgagor:	BERGER CHRISTOPHER H		
		Mortgagee:	BOKF NA		
	Serial # DK3395		Doc # 01-2019-50317	$416,800.00	1-2 Family Residence
		250	Mortgage Tax County	$2,084.00	Wappinger
		260	Mortgage Tax MTA Share	$1,220.40	Wappinger
		275	1-6 Family	$1,042.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$4,346.40	
			Receipt Total:	$4,346.40	
27478	9/18/2019	Mortgagor:	FAJARDO EDUARDO A		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3396		Doc # 01-2019-50318	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	Rhinebeck
		260	Mortgage Tax MTA Share	$270.00	Rhinebeck
		275	1-6 Family	$250.00	Rhinebeck
		276	Mortgage Tax Local	$0.00	Rhinebeck
				$1,020.00	
			Receipt Total:	$1,020.00	
27480	9/18/2019	Mortgagor:	DRENNEN NEVILLE P		
		Mortgagee:	UNITED NATIONS FEDERAL CREDIT UNION		
	Serial #		Doc # 01-2019-50319	$54,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$270.00	Wappinger
		260	Mortgage Tax MTA Share	$132.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$402.00	
			Receipt Total:	$402.00	
27489	9/18/2019	Mortgagor:	WARGO JAMES M		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3397		Doc # 01-2019-5004	$29,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$145.00	Pleasant Valley

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$57.00	
		276	Mortgage Tax Local	$0.00	
				$202.00	
			Receipt Total:	$202.00	
27515	9/18/2019	Mortgagor:	MOLONEY JEFFREY		
		Mortgagee:	US BANK TRUST NA		
	Serial # DK3398		Doc # 01-2019-5005	$86,670.80	1-2 Family Residence
		250	Mortgage Tax County	$433.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$230.10	
		275	1-6 Family	$216.75	
		276	Mortgage Tax Local	$0.00	
				$880.35	
			Receipt Total:	$880.35	
27545	9/19/2019	Mortgagor:	SYCAMORE PROPERTY REALTY LLC		
		Mortgagee:	TEG FCU		
	Serial # DK3399		Doc # 01-2019-5007	$132,375.00	1-2 Family Residence
		250	Mortgage Tax County	$662.00	Union Vale
		260	Mortgage Tax MTA Share	$367.20	
		275	1-6 Family	$331.00	
		276	Mortgage Tax Local	$0.00	
				$1,360.20	
			Receipt Total:	$1,360.20	
27548	9/19/2019	Mortgagor:	LOPEZ LEE		
		Mortgagee:	UNITED NORTHERN MORTGAGE BANKERS LTD		
	Serial # DK3400		Doc # 01-2019-5009	$222,130.00	1-2 Family Residence
		250	Mortgage Tax County	$1,110.50	Pawling
		260	Mortgage Tax MTA Share	$636.30	
		275	1-6 Family	$555.25	
		276	Mortgage Tax Local	$0.00	
				$2,302.05	
27548	9/19/2019	Mortgagor:	LOPEZ LEE		
		Mortgagee:	UNITED NORTHERN MORTGAGE BANKERS LTD		
	Serial # DK3401		Doc # 01-2019-5010	$6,870.00	1-2 Family Residence
		250	Mortgage Tax County	$34.50	Pawling
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$17.25	
		276	Mortgage Tax Local	$0.00	
				$51.75	
			Receipt Total:	$2,353.80	
27560	9/19/2019	Mortgagor:	BOHLINGER MICHAEL		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3402		Doc # 01-2019-5012	$260,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,300.00	Wappinger

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$750.00	
		276	Mortgage Tax Local	$0.00	
				$2,050.00	
			Receipt Total:	$2,050.00	
27563	9/19/2019	Mortgagor:	CRAWFORD ALLYSON		
		Mortgagee:	US BANK TRUST NA		
	Serial # DK3403		Doc # 01-2019-5013	$59,691.60	1-2 Family Residence
		250	Mortgage Tax County	$298.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$149.10	
		275	1-6 Family	$149.25	
		276	Mortgage Tax Local	$0.00	
				$596.85	
			Receipt Total:	$596.85	
27564	9/19/2019	Mortgagor:	PASZEL STAN M		
		Mortgagee:	RELIANCE FIRST CAPITAL LLC		
	Serial # DK3404		Doc # 01-2019-5014	$183,600.00	1-2 Family Residence
		250	Mortgage Tax County	$918.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$520.80	
		275	1-6 Family	$459.00	
		276	Mortgage Tax Local	$0.00	
				$1,897.80	
			Receipt Total:	$1,897.80	
27565	9/19/2019	Mortgagor:	CASCONE LAUREN M		
		Mortgagee:	PRIMELENDING		
	Serial # DK3405		Doc # 01-2019-5015	$221,807.00	1-2 Family Residence
		250	Mortgage Tax County	$1,109.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$635.40	
		275	1-6 Family	$554.50	
		276	Mortgage Tax Local	$0.00	
				$2,298.90	
			Receipt Total:	$2,298.90	
27577	9/19/2019	Mortgagor:	TWAL SHADY		
		Mortgagee:	FINANCE OF AMERICA COMMERCIAL LLC		
	Serial # DK3406		Doc # 01-2019-5016	$145,000.00	1-2 Family Residence
		250	Mortgage Tax County	$725.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$405.00	
		275	1-6 Family	$362.50	
		276	Mortgage Tax Local	$0.00	
				$1,492.50	
			Receipt Total:	$1,492.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27578	9/19/2019	Mortgagor:	ECKWALL STEVEN		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3407		Doc # 01-2019-5017	$158,950.00	1-2 Family Residence
		250	Mortgage Tax County	$794.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$446.70	
		275	1-6 Family	$397.25	
		276	Mortgage Tax Local	$0.00	
				$1,638.45	
			Receipt Total:	$1,638.45	
27579	9/19/2019	Mortgagor:	ADUSEI KWAME		
		Mortgagee:	US BANK NATL ASSOC		
	Serial # DK3408		Doc # 01-2019-5018	$927,760.00	1-2 Family Residence
		250	Mortgage Tax County	$4,639.00	Union Vale
		260	Mortgage Tax MTA Share	$2,753.40	
		275	1-6 Family	$2,319.50	
		276	Mortgage Tax Local	$0.00	
				$9,711.90	
			Receipt Total:	$9,711.90	
27580	9/19/2019	Mortgagor:	CHOPRA TARUN		
		Mortgagee:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC		
	Serial # DK3410		Doc # 01-2019-5019	$557,600.00	1-2 Family Residence
		250	Mortgage Tax County	$2,788.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,642.80	
		275	1-6 Family	$1,394.00	
		276	Mortgage Tax Local	$0.00	
				$5,824.80	
			Receipt Total:	$5,824.80	
27582	9/19/2019	Mortgagor:	MURACO TRICIA M		
		Mortgagee:	M & T BANK		
	Serial # DK3411		Doc # 01-2019-5021	$69,392.26	1-2 Family Residence
		250	Mortgage Tax County	$347.00	Hyde Park
		260	Mortgage Tax MTA Share	$178.20	
		275	1-6 Family	$173.50	
		276	Mortgage Tax Local	$0.00	
				$698.70	
			Receipt Total:	$698.70	
27583	9/19/2019	Mortgagor:	CARLSON VALERIE J		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3412		Doc # 01-2019-5023	$290,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,450.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$840.00	
		275	1-6 Family	$725.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$3,015.00	
			Receipt Total:	$3,015.00	
27592	9/19/2019	Mortgagor:	MUIR MICHAEL		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3413		Doc # 01-2019-5024	$151,320.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$756.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$423.90	
		276	Mortgage Tax Local	$0.00	
				$1,180.40	
			Receipt Total:	$1,180.40	
27593	9/19/2019	Mortgagor:	ABRAHAMS MICHAEL		
		Mortgagee:	PRIMELENDING		
	Serial # DK3414		Doc # 01-2019-5025	$150,000.00	1-2 Family Residence
		250	Mortgage Tax County	$750.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$420.00	
		275	1-6 Family	$375.00	
		276	Mortgage Tax Local	$0.00	
				$1,545.00	
			Receipt Total:	$1,545.00	
27595	9/19/2019	Mortgagor:	GWYNN JOHN M JR		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3415		Doc # 01-2019-5026	$253,866.00	1-2 Family Residence
		250	Mortgage Tax County	$1,269.50	Fishkill
		260	Mortgage Tax MTA Share	$731.70	
		275	1-6 Family	$634.75	
		276	Mortgage Tax Local	$0.00	
				$2,635.95	
			Receipt Total:	$2,635.95	
27599	9/19/2019	Mortgagor:	PATEL DIPAL		
		Mortgagee:	BANK OF AMERICA NA		
	Serial # DK3416		Doc # 01-2019-5027	$190,000.00	1-2 Family Residence
		250	Mortgage Tax County	$950.00	Fishkill
		260	Mortgage Tax MTA Share	$540.00	
		275	1-6 Family	$475.00	
		276	Mortgage Tax Local	$0.00	
				$1,965.00	
			Receipt Total:	$1,965.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27607	9/19/2019	Mortgagor:	BASULTO DENNIS		
		Mortgagee:	KEYBANK NATIONAL ASSOCIATION		
	Serial # DK3417		Doc # 01-2019-50320	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	East Fishkill
		260	Mortgage Tax MTA Share	$270.00	East Fishkill
		275	1-6 Family	$250.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$1,020.00	
			Receipt Total:	$1,020.00	
27608	9/19/2019	Mortgagor:	WALKER BRIAN P		
		Mortgagee:	MID HUDSON VALLEY FEDERAL CREDIT UNION		
	Serial #		Doc # 01-2019-50321	$35,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$175.00	Rhinebeck
		260	Mortgage Tax MTA Share	$75.00	Rhinebeck
		276	Mortgage Tax Local	$0.00	Rhinebeck
				$250.00	
			Receipt Total:	$250.00	
27628	9/19/2019	Mortgagor:	DANIELE ANTHONY J		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3418		Doc # 01-2019-5028	$195,938.00	1-2 Family Residence
		250	Mortgage Tax County	$979.50	Stanford
		260	Mortgage Tax MTA Share	$557.70	
		275	1-6 Family	$489.75	
		276	Mortgage Tax Local	$0.00	
				$2,026.95	
			Receipt Total:	$2,026.95	
27629	9/19/2019	Mortgagor:	MAHER SHAWN		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3419		Doc # 01-2019-5029	$173,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$865.00	Hyde Park
		260	Mortgage Tax MTA Share	$489.00	
		276	Mortgage Tax Local	$0.00	
				$1,354.00	
			Receipt Total:	$1,354.00	
27640	9/19/2019	Mortgagor:	HAWKINS SHARON		
		Mortgagee:	FREEDOM MORTGAGE CORP		
	Serial # DK3420		Doc # 01-2019-5030	$436,448.00	1-2 Family Residence
		250	Mortgage Tax County	$2,182.00	La Grange
		260	Mortgage Tax MTA Share	$1,279.20	
		275	1-6 Family	$1,091.00	
		276	Mortgage Tax Local	$0.00	
				$4,552.20	
			Receipt Total:	$4,552.20	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27641	9/19/2019	Mortgagor:	CAVALLO MICHAEL		
		Mortgagee:	PRIMELENDING		
	Serial # DK3421		Doc # 01-2019-5031	$87,750.00	1-2 Family Residence
		250	Mortgage Tax County	$438.50	Hyde Park
		260	Mortgage Tax MTA Share	$233.10	
		275	1-6 Family	$219.25	
		276	Mortgage Tax Local	$0.00	
				$890.85	
			Receipt Total:	$890.85	
27646	9/19/2019	Mortgagor:	NAKANO DAVID		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3422		Doc # 01-2019-5032	$437,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,185.00	City of Beacon
		260	Mortgage Tax MTA Share	$1,281.00	
		275	1-6 Family	$1,092.50	
		276	Mortgage Tax Local	$0.00	
				$4,558.50	
			Receipt Total:	$4,558.50	
27652	9/19/2019	Mortgagor:	SMITH TOMLINSON PETER EVERETT		
		Mortgagee:	TRUSTCO BANK		
	Serial # DK3423		Doc # 01-2019-5033	$550,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,750.00	Pawling
		260	Mortgage Tax MTA Share	$1,620.00	
		275	1-6 Family	$1,375.00	
		276	Mortgage Tax Local	$0.00	
				$5,745.00	
			Receipt Total:	$5,745.00	
27653	9/20/2019	Mortgagor:	STERNBERG ERIC L		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3424		Doc # 01-2019-5034	$108,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$540.00	Clinton
		260	Mortgage Tax MTA Share	$294.00	
		276	Mortgage Tax Local	$0.00	
				$834.00	
			Receipt Total:	$834.00	
27654	9/20/2019	Mortgagor:	HICKEY CHRISTINE M		
		Mortgagee:	VALLEY NATL BANK		
	Serial # DK3425		Doc # 01-2019-5035	$185,625.00	1-2 Family Residence
		250	Mortgage Tax County	$928.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$526.80	
		275	1-6 Family	$464.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,918.80	
			Receipt Total:	$1,918.80	
27659	9/20/2019	Mortgagor:	VEGA SERGIO JR		
		Mortgagee:	PRIMELENDING		
	Serial # DK3426		Doc # 01-2019-5036	$270,019.00	1-2 Family Residence
		250	Mortgage Tax County	$1,350.00	Wappinger
		260	Mortgage Tax MTA Share	$780.00	
		275	1-6 Family	$675.00	
		276	Mortgage Tax Local	$0.00	
				$2,805.00	
			Receipt Total:	$2,805.00	
27661	9/20/2019	Mortgagor:	BLOWERS MICHELLE LEE		
		Mortgagee:	PARKSIDE LENDING LLC		
	Serial # DK3428		Doc # 01-2019-5037	$228,779.00	1-2 Family Residence
		250	Mortgage Tax County	$1,144.00	Dover
		260	Mortgage Tax MTA Share	$656.40	
		275	1-6 Family	$572.00	
		276	Mortgage Tax Local	$0.00	
				$2,372.40	
			Receipt Total:	$2,372.40	
27663	9/20/2019	Mortgagor:	CECILWOOD ASSOCIATES LLC		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3427		Doc # 01-2019-5038	$457,773.89	(NE) Commercial
		250	Mortgage Tax County	$2,289.00	Fishkill
		260	Mortgage Tax MTA Share	$1,373.40	
		270	SONYMA	$1,144.50	
		276	Mortgage Tax Local	$0.00	
				$4,806.90	
			Receipt Total:	$4,806.90	
27673	9/20/2019	Mortgagor:	KUGEMAN ERIC H		
		Mortgagee:	1ST PRIORITY MORTGAGE INC		
	Serial # DK3429		Doc # 01-2019-5042	$169,250.00	1-2 Family Residence
		250	Mortgage Tax County	$846.00	Hyde Park
		260	Mortgage Tax MTA Share	$477.60	
		275	1-6 Family	$423.00	
		276	Mortgage Tax Local	$0.00	
				$1,746.60	
			Receipt Total:	$1,746.60	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27683	9/20/2019	Mortgagor:	WORLD OLIVET ASSEMBLY INC		
		Mortgagee:	WEBSTER BANK NATL ASSOC		
	Serial # DK3430		Doc # 01-2019-5043	$520,000.00	(NE) Commercial
		250	Mortgage Tax County	$2,600.00	Dover
		260	Mortgage Tax MTA Share	$1,560.00	
		270	SONYMA	$1,300.00	
		276	Mortgage Tax Local	$0.00	
				$5,460.00	
			Receipt Total:	$5,460.00	
27694	9/20/2019	Mortgagor:	J&K HOLDINGS OF DUTCHESS LLC		
		Mortgagee:	MAINE GEORGE		
	Serial # DK3431		Doc # 01-2019-5045	$380,000.00	(NE) Commercial
		250	Mortgage Tax County	$1,900.00	La Grange
		260	Mortgage Tax MTA Share	$1,140.00	
		270	SONYMA	$950.00	
		276	Mortgage Tax Local	$0.00	
				$3,990.00	
			Receipt Total:	$3,990.00	
27696	9/20/2019	Mortgagor:	BLOOMER CHRISTOPHER		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3432		Doc # 01-2019-5046	$255,290.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,276.50	Fishkill
		260	Mortgage Tax MTA Share	$735.90	
		276	Mortgage Tax Local	$0.00	
				$2,012.40	
			Receipt Total:	$2,012.40	
27697	9/20/2019	Mortgagor:	OUIMET GEORGE F		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3433		Doc # 01-2019-5047	$155,321.17	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$776.50	Washington
		260	Mortgage Tax MTA Share	$435.90	
		276	Mortgage Tax Local	$0.00	
				$1,212.40	
			Receipt Total:	$1,212.40	
27698	9/20/2019	Mortgagor:	ZHUNIO DAMIAN F BRAVO		
		Mortgagee:	EAST COAST CAPITAL CORP		
	Serial # DK3435		Doc # 01-2019-5049	$328,143.00	1-2 Family Residence
		250	Mortgage Tax County	$1,640.50	Hyde Park
		260	Mortgage Tax MTA Share	$954.30	
		275	1-6 Family	$820.25	
		276	Mortgage Tax Local	$0.00	
				$3,415.05	
			Receipt Total:	$3,415.05	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27699	9/20/2019	Mortgagor:	FERNANDEZ LUZ		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DK3434		Doc # 01-2019-5050	$305,646.00	1-2 Family Residence
		250	Mortgage Tax County	$1,528.00	Pawling
		260	Mortgage Tax MTA Share	$886.80	
		275	1-6 Family	$764.00	
		276	Mortgage Tax Local	$0.00	
				$3,178.80	
			Receipt Total:	$3,178.80	
27702	9/20/2019	Mortgagor:	MARCELLE FATIMAH		
		Mortgagee:	VALLEY NATL BANK		
	Serial # DK3436		Doc # 01-2019-5051	$187,200.00	1-2 Family Residence
		250	Mortgage Tax County	$936.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$531.60	
		275	1-6 Family	$468.00	
		276	Mortgage Tax Local	$0.00	
				$1,935.60	
			Receipt Total:	$1,935.60	
27705	9/20/2019	Mortgagor:	PALLETT RALPH J		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3437		Doc # 01-2019-5052	$118,500.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$592.50	Fishkill
		260	Mortgage Tax MTA Share	$325.50	
		276	Mortgage Tax Local	$0.00	
				$918.00	
			Receipt Total:	$918.00	
27707	9/20/2019	Mortgagor:	TOBIAS ROBERT J		
		Mortgagee:	TBI MORTGAGE CO		
	Serial # DK3438		Doc # 01-2019-5054	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	Wappinger
		260	Mortgage Tax MTA Share	$270.00	
		275	1-6 Family	$250.00	
		276	Mortgage Tax Local	$0.00	
				$1,020.00	
			Receipt Total:	$1,020.00	
27709	9/20/2019	Mortgagor:	KELLY JENNA		
		Mortgagee:	RESIDENTIAL HOME FUNDING CORP		
	Serial # DK3439		Doc # 01-2019-5055	$172,000.00	1-2 Family Residence
		250	Mortgage Tax County	$860.00	Hyde Park
		260	Mortgage Tax MTA Share	$486.00	
		275	1-6 Family	$430.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,776.00	
			Receipt Total:	$1,776.00	
27711	9/20/2019	Mortgagor:	TAYLOR NICOLE		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3440		Doc # 01-2019-5056	$186,558.00	1-2 Family Residence
		250	Mortgage Tax County	$933.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$529.80	
		275	1-6 Family	$466.50	
		276	Mortgage Tax Local	$0.00	
				$1,929.30	
			Receipt Total:	$1,929.30	
27714	9/20/2019	Mortgagor:	MILLAND JONATHAN		
		Mortgagee:	USAA FED SVGS BANK		
	Serial # DK3441		Doc # 01-2019-5057	$257,050.00	1-2 Family Residence
		250	Mortgage Tax County	$1,285.00	La Grange
		260	Mortgage Tax MTA Share	$741.00	
		275	1-6 Family	$642.50	
		276	Mortgage Tax Local	$0.00	
				$2,668.50	
			Receipt Total:	$2,668.50	
27717	9/20/2019	Mortgagor:	REIDER SUZANNE		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3442		Doc # 01-2019-5058	$232,750.00	1-2 Family Residence
		250	Mortgage Tax County	$1,163.50	Fishkill
		260	Mortgage Tax MTA Share	$668.10	
		275	1-6 Family	$581.75	
		276	Mortgage Tax Local	$0.00	
				$2,413.35	
			Receipt Total:	$2,413.35	
27721	9/20/2019	Mortgagor:	GITTENS PETIT ABIOLA		
		Mortgagee:	CALIBER HOME LOANS INC		
	Serial # DK3443		Doc # 01-2019-5059	$342,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,710.00	La Grange
		260	Mortgage Tax MTA Share	$996.00	
		275	1-6 Family	$855.00	
		276	Mortgage Tax Local	$0.00	
				$3,561.00	
			Receipt Total:	$3,561.00	

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9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
27724	9/20/2019	Mortgagor:	REJUVENATE PROPERTIES LLC		
		Mortgagee:	SALISBURY BANK & TRUST CO		
	Serial # DK3444		Doc # 01-2019-5060	$127,500.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$637.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$382.50	
		275	1-6 Family	$318.75	
		276	Mortgage Tax Local	$0.00	
				$1,338.75	
			Receipt Total:	$1,338.75	
27725	9/20/2019	Mortgagor:	SEIDL MARK		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3445		Doc # 01-2019-5062	$126,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$630.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$348.00	
		276	Mortgage Tax Local	$0.00	
				$978.00	
			Receipt Total:	$978.00	
27727	9/20/2019	Mortgagor:	RAMIREZ GLADYS E GARCIA		
		Mortgagee:	HARPER TAYLOR W		
	Serial # DK3446		Doc # 01-2019-5063	$100,000.00	(NE) Commercial
		280	Mortgage Tax Held	$1,050.00	Other
				$1,050.00	
			Receipt Total:	$1,050.00	
27729	9/20/2019	Mortgagor:	COHEN ALEXANDER P		
		Mortgagee:	PRIMELENDING		
	Serial # DK3447		Doc # 01-2019-5064	$570,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,850.00	City of Beacon
		260	Mortgage Tax MTA Share	$1,680.00	
		275	1-6 Family	$1,425.00	
		276	Mortgage Tax Local	$0.00	
				$5,955.00	
			Receipt Total:	$5,955.00	
27730	9/20/2019	Mortgagor:	SEMKE JUSTIN J		
		Mortgagee:	CROSSCOUNTRY MORTGAGE INC		
	Serial # DK3448		Doc # 01-2019-5065	$252,720.00	1-2 Family Residence
		250	Mortgage Tax County	$1,263.50	Pleasant Valley
		260	Mortgage Tax MTA Share	$728.10	
		275	1-6 Family	$631.75	
		276	Mortgage Tax Local	$0.00	
				$2,623.35	
			Receipt Total:	$2,623.35	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27735	9/20/2019	Mortgagor:	EMMETT FRANK		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3449		Doc # 01-2019-5066	$193,788.00	1-2 Family Residence
		250	Mortgage Tax County	$969.00	Pleasant Valley
		260	Mortgage Tax MTA Share	$551.40	
		275	1-6 Family	$484.50	
		276	Mortgage Tax Local	$0.00	
				$2,004.90	
			Receipt Total:	$2,004.90	
27736	9/20/2019	Mortgagor:	HARRISON RICKY J		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3450		Doc # 01-2019-5067	$43,132.62	1-2 Family Residence
		250	Mortgage Tax County	$215.50	Wappinger
		260	Mortgage Tax MTA Share	$99.30	
		275	1-6 Family	$107.75	
		276	Mortgage Tax Local	$0.00	
				$422.55	
			Receipt Total:	$422.55	
27738	9/20/2019	Mortgagor:	UPTON EARL C		
		Mortgagee:	TEG FCU		
	Serial # DK3451		Doc # 01-2019-5069	$37,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$185.00	Hyde Park
		260	Mortgage Tax MTA Share	$81.00	
		276	Mortgage Tax Local	$0.00	
				$266.00	
			Receipt Total:	$266.00	
27743	9/20/2019	Mortgagor:	DELTRESTE CARLA		
		Mortgagee:	KEYBANK NATIONAL ASSOCIATION		
	Serial # DK3452		Doc # 01-2019-50322	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$270.00	Town of Poughkeepsie
		275	1-6 Family	$250.00	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$1,020.00	
			Receipt Total:	$1,020.00	
27749	9/20/2019	Mortgagor:	CROSHIER MICHAEL		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3453		Doc # 01-2019-50323	$121,929.00	1-2 Family Residence
		250	Mortgage Tax County	$609.50	Pine Plains
		260	Mortgage Tax MTA Share	$335.70	Pine Plains
		275	1-6 Family	$304.75	Pine Plains

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Pine Plains
				$1,249.95	
			Receipt Total:	$1,249.95	
27753	9/20/2019	Mortgagor:	HESTER ANDREA B		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVICES INC		
	Serial # DK3454		Doc # 01-2019-50324	$389,340.00	1-2 Family Residence
		250	Mortgage Tax County	$1,946.50	Fishkill
		260	Mortgage Tax MTA Share	$1,137.90	Fishkill
		275	1-6 Family	$973.25	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$4,057.65	
			Receipt Total:	$4,057.65	
27760	9/20/2019	Mortgagor:	SCHWARZ WILLIAM		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3455		Doc # 01-2019-50325	$175,000.00	1-2 Family Residence
		250	Mortgage Tax County	$875.00	East Fishkill
		260	Mortgage Tax MTA Share	$495.00	East Fishkill
		275	1-6 Family	$437.50	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$1,807.50	
			Receipt Total:	$1,807.50	
27763	9/20/2019	Mortgagor:	PONCE LUCIANO A		
		Mortgagee:	VOSOUGHI KHOSROW		
	Serial # DK3456		Doc # 01-2019-5071	$30,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$150.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$60.00	
		276	Mortgage Tax Local	$0.00	
				$210.00	
			Receipt Total:	$210.00	
27769	9/20/2019	Mortgagor:	KOHLMANN KEITH J		
		Mortgagee:	KEYBANK NATIONAL ASSOCIATION		
	Serial # DK3457		Doc # 01-2019-50326	$34,151.60	1-2 Family Residence
		250	Mortgage Tax County	$171.00	La Grange
		260	Mortgage Tax MTA Share	$72.60	La Grange
		275	1-6 Family	$85.50	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$329.10	
			Receipt Total:	$329.10	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27773	9/20/2019	Mortgagor:	DAVIS WENDELL T		
		Mortgagee:	SUSTAINABLE NEIGHBORHOODS LLC		
	Serial # DK3459		Doc # 01-2019-50327	$22,476.02	1-2 Family Residence
		250	Mortgage Tax County	$112.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$37.50	City of Poughkeepsie
		275	1-6 Family	$56.25	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$206.25	
			Receipt Total:	$206.25	
27782	9/20/2019	Mortgagor:	49 FALCONER ST LLC		
		Mortgagee:	LOAN FUNDER LLC SERIES 9202		
	Serial # DK3460		Doc # 01-2019-5072	$191,000.00	1-2 Family Residence
		250	Mortgage Tax County	$955.00	City of Beacon
		260	Mortgage Tax MTA Share	$543.00	
		275	1-6 Family	$477.50	
		276	Mortgage Tax Local	$0.00	
				$1,975.50	
27782	9/20/2019	Mortgagor:	49 FALCONER ST LLC		
		Mortgagee:	LOAN FUNDER LLC SERIES 9202		
	Serial # DK3461		Doc # 01-2019-5073	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	City of Beacon
		260	Mortgage Tax MTA Share	$270.00	
		275	1-6 Family	$250.00	
		276	Mortgage Tax Local	$0.00	
				$1,020.00	
			Receipt Total:	$2,995.50	
27789	9/20/2019	Mortgagor:	GALLAGHER JAMES		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3462		Doc # 01-2019-5075	$225,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,125.00	Red Hook
		260	Mortgage Tax MTA Share	$645.00	
		276	Mortgage Tax Local	$0.00	
				$1,770.00	
			Receipt Total:	$1,770.00	
27791	9/20/2019	Mortgagor:	DUCADY DONALD THOMAS		
		Mortgagee:	KEYBANK NATIONAL ASSOCIATION		
	Serial # DK3463		Doc # 01-2019-50328	$95,000.00	1-2 Family Residence
		250	Mortgage Tax County	$475.00	Pawling
		260	Mortgage Tax MTA Share	$255.00	Pawling
		275	1-6 Family	$237.50	Pawling
		276	Mortgage Tax Local	$0.00	Pawling
				$967.50	
			Receipt Total:	$967.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27799	9/20/2019	Mortgagor:	BYRNES CHRISTOPHER REED		
		Mortgagee:	USAA FED SVGS BANK		
	Serial # DK3464		Doc # 01-2019-5076	$345,363.00	1-2 Family Residence
		280	Mortgage Tax Held	$3,596.70	Other
				$3,596.70	
			Receipt Total:	$3,596.70	
27818	9/20/2019	Mortgagor:	BENSON PATRICIA L		
		Mortgagee:	CAPITAL COMMUNICATIONS FCU		
	Serial # DK3465		Doc # 01-2019-5077	$234,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,170.00	Fishkill
		260	Mortgage Tax MTA Share	$672.00	
		276	Mortgage Tax Local	$0.00	
				$1,842.00	
			Receipt Total:	$1,842.00	
27819	9/20/2019	Mortgagor:	MOSSMAN SAMANTHA		
		Mortgagee:	CITIBANK NA		
	Serial # DK3466		Doc # 01-2019-5078	$160,050.00	1-2 Family Residence
		250	Mortgage Tax County	$800.00	Wappinger
		260	Mortgage Tax MTA Share	$450.00	
		275	1-6 Family	$400.00	
		276	Mortgage Tax Local	$0.00	
				$1,650.00	
			Receipt Total:	$1,650.00	
27855	9/23/2019	Mortgagor:	MONTGOMERY CHRISTOPHER		
		Mortgagee:	POPULAR BANK		
	Serial # DK3467		Doc # 01-2019-5079	$36,941.27	1-2 Family Residence
		276	Mortgage Tax Local	$0.00	
		275	1-6 Family	$92.25	
		260	Mortgage Tax MTA Share	$80.70	
		250	Mortgage Tax County	$184.50	Wappinger
				$357.45	
			Receipt Total:	$357.45	
27857	9/23/2019	Mortgagor:	WRIGHT OLIVER J		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3468		Doc # 01-2019-5081	$366,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,830.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,068.00	
		275	1-6 Family	$915.00	
		276	Mortgage Tax Local	$0.00	
				$3,813.00	
			Receipt Total:	$3,813.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27860	9/23/2019	Mortgagor:	RODRIGUEZ MARIA		
		Mortgagee:	MOVEMENT MORTGAGE LLC		
	Serial # DK3469		Doc # 01-2019-5082	$218,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,092.50	La Grange
		260	Mortgage Tax MTA Share	$625.50	
		275	1-6 Family	$546.25	
		276	Mortgage Tax Local	$0.00	
				$2,264.25	
			Receipt Total:	$2,264.25	
27863	9/23/2019	Mortgagor:	MAVRAJ FADIL		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3470		Doc # 01-2019-5083	$311,500.00	(NE) 1-6 Residence
		250	Mortgage Tax County	$1,557.50	City of Beacon
		260	Mortgage Tax MTA Share	$934.50	
		275	1-6 Family	$778.75	
		276	Mortgage Tax Local	$0.00	
				$3,270.75	
			Receipt Total:	$3,270.75	
27866	9/23/2019	Mortgagor:	GRAY LLOYD E		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3471		Doc # 01-2019-5084	$480,456.00	1-2 Family Residence
		250	Mortgage Tax County	$2,402.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,411.50	
		275	1-6 Family	$1,201.25	
		276	Mortgage Tax Local	$0.00	
				$5,015.25	
			Receipt Total:	$5,015.25	
27868	9/23/2019	Mortgagor:	DIMATTEO JULIA A		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3472		Doc # 01-2019-5085	$245,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,225.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$705.00	
		276	Mortgage Tax Local	$0.00	
				$1,930.00	
			Receipt Total:	$1,930.00	
27869	9/23/2019	Mortgagor:	NOLEN KAREN		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3473		Doc # 01-2019-5086	$265,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,327.50	Hyde Park
		260	Mortgage Tax MTA Share	$766.50	
		275	1-6 Family	$663.75	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$2,757.75	
			Receipt Total:	$2,757.75	
27873	9/23/2019	Mortgagor:	OPPORTUNITY POUGHKEEPSIE I LLC		
		Mortgagee:	FRANK K SKARTADOS TRUST		
	Serial # DK3474		Doc # 01-2019-5087	$650,000.00	(NE) Commercial
		250	Mortgage Tax County	$3,250.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,950.00	
		270	SONYMA	$1,625.00	
		276	Mortgage Tax Local	$0.00	
				$6,825.00	
			Receipt Total:	$6,825.00	
27875	9/23/2019	Mortgagor:	DURKIN TIMOTHY		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3475		Doc # 01-2019-5089	$6,065.16	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$30.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$0.00	
		276	Mortgage Tax Local	$0.00	
				$30.50	
			Receipt Total:	$30.50	
27876	9/23/2019	Mortgagor:	MOHABIR ANTHONY DENNIS		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3476		Doc # 01-2019-5091	$10,144.04	1-2 Family Residence
		250	Mortgage Tax County	$50.50	La Grange
		260	Mortgage Tax MTA Share	$0.30	
		275	1-6 Family	$25.25	
		276	Mortgage Tax Local	$0.00	
				$76.05	
			Receipt Total:	$76.05	
27881	9/23/2019	Mortgagor:	LYLA 22 LLC		
		Mortgagee:	WALDEN SVGS BANK		
	Serial # DK3477		Doc # 01-2019-5095	$265,000.00	(NE) Commercial
		250	Mortgage Tax County	$1,325.00	Beekman
		260	Mortgage Tax MTA Share	$795.00	
		270	SONYMA	$662.50	
		276	Mortgage Tax Local	$0.00	
				$2,782.50	
			Receipt Total:	$2,782.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27882	9/23/2019	Mortgagor:	TIERNEY DANIELLE		
		Mortgagee:	MOVEMENT MORTGAGE LLC		
	Serial # DK3478		Doc # 01-2019-5098	$307,575.00	1-2 Family Residence
		250	Mortgage Tax County	$1,538.00	East Fishkill
		260	Mortgage Tax MTA Share	$892.80	
		275	1-6 Family	$769.00	
		276	Mortgage Tax Local	$0.00	
				$3,199.80	
			Receipt Total:	$3,199.80	
27883	9/23/2019	Mortgagor:	M M2 RE HOLDINGS 3 LLC		
		Mortgagee:	TEG FCU		
	Serial # DK3479		Doc # 01-2019-5099	$456,000.00	(NE) Commercial
		280	Mortgage Tax Held	$4,788.00	Other
				$4,788.00	
			Receipt Total:	$4,788.00	
27886	9/23/2019	Mortgagor:	MURRAY JOAN L		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3480		Doc # 01-2019-5101	$45,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$225.00	Red Hook
		260	Mortgage Tax MTA Share	$105.00	
		276	Mortgage Tax Local	$0.00	
				$330.00	
			Receipt Total:	$330.00	
27888	9/23/2019	Mortgagor:	KALMANCY GEORGE L		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3481		Doc # 01-2019-5102	$25,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$125.00	Wappinger
		260	Mortgage Tax MTA Share	$45.00	
		276	Mortgage Tax Local	$0.00	
				$170.00	
			Receipt Total:	$170.00	
27895	9/23/2019	Mortgagor:	COSTA DAVID F DELLA		
		Mortgagee:	TRUSTCO BANK		
	Serial # DK3482		Doc # 01-2019-5103	$406,700.00	1-2 Family Residence
		250	Mortgage Tax County	$2,033.50	City of Beacon
		260	Mortgage Tax MTA Share	$1,190.10	
		275	1-6 Family	$1,016.75	
		276	Mortgage Tax Local	$0.00	
				$4,240.35	
			Receipt Total:	$4,240.35	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
27908	9/23/2019	Mortgagor:	MASELLI NICHOLAS C		
		Mortgagee:	UNISON AGREEMENT CORP		
	Serial # DK3483		Doc # 01-2019-5104	$75,000.00	1-2 Family Residence
		250	Mortgage Tax County	$375.00	Wappinger
		260	Mortgage Tax MTA Share	$195.00	
		275	1-6 Family	$187.50	
		276	Mortgage Tax Local	$0.00	
				$757.50	
			Receipt Total:	$757.50	
27909	9/23/2019	Mortgagor:	OWENS HAROLD V		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3484		Doc # 01-2019-5105	$114,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$570.00	City of Beacon
		260	Mortgage Tax MTA Share	$312.00	
		276	Mortgage Tax Local	$0.00	
				$882.00	
			Receipt Total:	$882.00	
27912	9/23/2019	Mortgagor:	WALENTA CHRISTIAN		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3485		Doc # 01-2019-5106	$100,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$500.00	Washington
		260	Mortgage Tax MTA Share	$270.00	
		276	Mortgage Tax Local	$0.00	
				$770.00	
			Receipt Total:	$770.00	
27914	9/23/2019	Mortgagor:	REXHBOGAJ ALIMA		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3486		Doc # 01-2019-5107	$165,000.00	1-2 Family Residence
		250	Mortgage Tax County	$825.00	City of Beacon
		260	Mortgage Tax MTA Share	$465.00	
		275	1-6 Family	$412.50	
		276	Mortgage Tax Local	$0.00	
				$1,702.50	
			Receipt Total:	$1,702.50	
27916	9/23/2019	Mortgagor:	BALDINO PETER		
		Mortgagee:	NATIONSTAR MORTGAGE LLC		
	Serial # DK3487		Doc # 01-2019-5108	$202,681.00	1-2 Family Residence
		250	Mortgage Tax County	$1,013.50	Red Hook
		260	Mortgage Tax MTA Share	$578.10	
		275	1-6 Family	$506.75	

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Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$2,098.35	
			Receipt Total:	$2,098.35	
27924	9/23/2019	Mortgagor:	WILSON GILBERT JR		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3488		Doc # 01-2019-5110	$125,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$625.00	East Fishkill
		260	Mortgage Tax MTA Share	$345.00	
		276	Mortgage Tax Local	$0.00	
				$970.00	
			Receipt Total:	$970.00	
27929	9/23/2019	Mortgagor:	MACBRIEN TERRI L		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3490		Doc # 01-2019-5111	$150,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$750.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$420.00	
		276	Mortgage Tax Local	$0.00	
				$1,170.00	
			Receipt Total:	$1,170.00	
27931	9/23/2019	Mortgagor:	DACUNHA FERNANDO J II		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3489		Doc # 01-2019-5112	$139,425.00	1-2 Family Residence
		276	Mortgage Tax Local	$0.00	
		275	1-6 Family	$348.50	
		260	Mortgage Tax MTA Share	$388.20	
		250	Mortgage Tax County	$697.00	Town of Poughkeepsie
				$1,433.70	
			Receipt Total:	$1,433.70	
27934	9/23/2019	Mortgagor:	STEKAS ANTHOULA		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3491		Doc # 01-2019-5113	$72,900.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$364.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$188.70	
		276	Mortgage Tax Local	$0.00	
				$553.20	
			Receipt Total:	$553.20	
27939	9/23/2019	Mortgagor:	REILLY ELIZABETH		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3492		Doc # 01-2019-5114	$203,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,017.50	Fishkill
		260	Mortgage Tax MTA Share	$580.50	

Receipt #	Receipt Date				Mortgage Type/District/Comment
		275	1-6 Family	$508.75	
		276	Mortgage Tax Local	$0.00	
				$2,106.75	
			Receipt Total:	$2,106.75	
27941	9/23/2019	Mortgagor:	ARANO DAVID		
		Mortgagee:	VIANI PAUL A		
	Serial # DK3493		Doc # 01-2019-5115	$175,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$875.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$495.00	
		276	Mortgage Tax Local	$0.00	
				$1,370.00	
			Receipt Total:	$1,370.00	
27949	9/23/2019	Mortgagor:	IANNANDREA JACQUELINE J		
		Mortgagee:	FAIRWAY INDEPENDENT MORTGAGE CORP		
	Serial # DK3494		Doc # 01-2019-5116	$280,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,400.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$810.00	
		275	1-6 Family	$700.00	
		276	Mortgage Tax Local	$0.00	
				$2,910.00	
			Receipt Total:	$2,910.00	
27951	9/23/2019	Mortgagor:	TOTH DONALD		
		Mortgagee:	AMERICAN ADVISORS GROUP		
	Serial # DK3495		Doc # 01-2019-50329	$65,000.00	1-2 Family Residence
		250	Mortgage Tax County	$325.00	Wappinger
		260	Mortgage Tax MTA Share	$165.00	Wappinger
		275	1-6 Family	$162.50	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$652.50	
			Receipt Total:	$652.50	
27955	9/23/2019	Mortgagor:	KRAUS KELLY		
		Mortgagee:	VALLEY NATL BANK		
	Serial # DK3497		Doc # 01-2019-5117	$332,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,660.00	East Fishkill
		260	Mortgage Tax MTA Share	$966.00	
		275	1-6 Family	$830.00	
		276	Mortgage Tax Local	$0.00	
				$3,456.00	
			Receipt Total:	$3,456.00	
27957	9/23/2019	Mortgagor:	AHMED RAFIQUE UDDIN		
		Mortgagee:	CITIBANK NA		
	Serial # DK3496		Doc # 01-2019-5118	$245,250.00	1-2 Family Residence
		250	Mortgage Tax County	$1,226.00	Town of Poughkeepsie

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$705.60	
		275	1-6 Family	$613.00	
		276	Mortgage Tax Local	$0.00	
				$2,544.60	
			Receipt Total:	$2,544.60	
27983	9/23/2019	Mortgagor:	BORZELLI JOSEPH JR		
		Mortgagee:	MORTGAGE RESEARCH CENTER LLC		
	Serial # DK3499		Doc # 01-2019-50330	$266,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,330.00	Fishkill
		260	Mortgage Tax MTA Share	$768.00	Fishkill
		275	1-6 Family	$665.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$2,763.00	
			Receipt Total:	$2,763.00	
27984	9/23/2019	Mortgagor:	PRIOR CHAD T		
		Mortgagee:	DISCOVER BANK		
	Serial # DK3500		Doc # 01-2019-50331	$60,000.00	1-2 Family Residence
		250	Mortgage Tax County	$300.00	East Fishkill
		260	Mortgage Tax MTA Share	$150.00	East Fishkill
		275	1-6 Family	$150.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$600.00	
			Receipt Total:	$600.00	
27991	9/23/2019	Mortgagor:	AUGUSTINE MATTHEW R		
		Mortgagee:	RELIANCE FIRST CAPITAL LLC		
	Serial # DK3501		Doc # 01-2019-5121	$315,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,575.00	Hyde Park
		260	Mortgage Tax MTA Share	$915.00	
		275	1-6 Family	$787.50	
		276	Mortgage Tax Local	$0.00	
				$3,277.50	
			Receipt Total:	$3,277.50	
27994	9/24/2019	Mortgagor:	KAELIN DANIEL		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3502		Doc # 01-2019-5122	$340,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,700.00	Rhinebeck
		260	Mortgage Tax MTA Share	$990.00	
		276	Mortgage Tax Local	$0.00	
				$2,690.00	
			Receipt Total:	$2,690.00	
27997	9/24/2019	Mortgagor:	JONES KOWAN		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3503		Doc # 01-2019-5123	$342,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,710.00	East Fishkill

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$996.00	
		275	1-6 Family	$855.00	
		276	Mortgage Tax Local	$0.00	
				$3,561.00	
			Receipt Total:	$3,561.00	
28004	9/24/2019	Mortgagor:	CAUL JAMES E		
		Mortgagee:	NEWREZ LLC		
	Serial # DK3504		Doc # 01-2019-5124	$230,743.00	1-2 Family Residence
		250	Mortgage Tax County	$1,153.50	Pleasant Valley
		260	Mortgage Tax MTA Share	$662.10	
		275	1-6 Family	$576.75	
		276	Mortgage Tax Local	$0.00	
				$2,392.35	
			Receipt Total:	$2,392.35	
28024	9/24/2019	Mortgagor:	DICKENS ROXANNE R		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3505		Doc # 01-2019-5125	$10,850.91	1-2 Family Residence
		250	Mortgage Tax County	$54.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$2.70	
		275	1-6 Family	$27.25	
		276	Mortgage Tax Local	$0.00	
				$84.45	
			Receipt Total:	$84.45	
28039	9/24/2019	Mortgagor:	ROCHMAN BRANDIN		
		Mortgagee:	VALLEY NATL BANK		
	Serial # DK3506		Doc # 01-2019-5126	$227,950.00	1-2 Family Residence
		250	Mortgage Tax County	$1,139.50	Fishkill
		260	Mortgage Tax MTA Share	$653.70	
		275	1-6 Family	$569.75	
		276	Mortgage Tax Local	$0.00	
				$2,362.95	
			Receipt Total:	$2,362.95	
28064	9/24/2019	Mortgagor:	OBRIEN KEVIN C		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3507		Doc # 01-2019-5127	$11,438.58	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$57.00	Wappinger
		260	Mortgage Tax MTA Share	$4.20	
		276	Mortgage Tax Local	$0.00	
				$61.20	
			Receipt Total:	$61.20	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28065	9/24/2019	Mortgagor:	MCGOVERN FAMILY TRUST		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3509		Doc # 01-2019-5129	$5,189.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$26.00	City of Beacon
		260	Mortgage Tax MTA Share	$0.00	
		276	Mortgage Tax Local	$0.00	
				$26.00	
			Receipt Total:	$26.00	
28066	9/24/2019	Mortgagor:	WARREN STEPHEN C		
		Mortgagee:	MAHOPAC BANK		
	Serial # DK3508		Doc # 01-2019-5131	$168,672.12	1-2 Family Residence
		250	Mortgage Tax County	$843.50	East Fishkill
		260	Mortgage Tax MTA Share	$476.10	
		275	1-6 Family	$421.75	
		276	Mortgage Tax Local	$0.00	
				$1,741.35	
			Receipt Total:	$1,741.35	
28067	9/24/2019	Mortgagor:	PAPPAS ALEX		
		Mortgagee:	WILLIAM RAVEIS MORTGAGE LLC		
	Serial # DK3510		Doc # 01-2019-5133	$405,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,025.00	Beekman
		260	Mortgage Tax MTA Share	$1,185.00	
		275	1-6 Family	$1,012.50	
		276	Mortgage Tax Local	$0.00	
				$4,222.50	
			Receipt Total:	$4,222.50	
28068	9/24/2019	Mortgagor:	IVINS MATTHEW R		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3511		Doc # 01-2019-5134	$290,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,450.00	La Grange
		260	Mortgage Tax MTA Share	$840.00	
		276	Mortgage Tax Local	$0.00	
				$2,290.00	
			Receipt Total:	$2,290.00	
28069	9/24/2019	Mortgagor:	JONES DIANE L		
		Mortgagee:	PRIMELENDING		
	Serial # DK3512		Doc # 01-2019-5135	$144,000.00	1-2 Family Residence
		250	Mortgage Tax County	$720.00	Milan
		260	Mortgage Tax MTA Share	$402.00	
		275	1-6 Family	$360.00	
		276	Mortgage Tax Local	$0.00	
				$1,482.00	
			Receipt Total:	$1,482.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28086	9/24/2019	Mortgagor:	GOLD STEVEN G		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DK3513		Doc # 01-2019-5136	$386,650.00	1-2 Family Residence
		250	Mortgage Tax County	$1,933.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,129.80	
		275	1-6 Family	$966.50	
		276	Mortgage Tax Local	$0.00	
				$4,029.30	
			Receipt Total:	$4,029.30	
28088	9/24/2019	Mortgagor:	INSITE TOWERS DEVELOPMENT LLC		
		Mortgagee:	DEUTSCHE BANK TRUST CO AMERICAS		
	Serial # DK3514		Doc # 01-2019-50332	$104,423.35	(NE) Commercial
		250	Mortgage Tax County	$522.00	Beekman
		260	Mortgage Tax MTA Share	$313.20	Beekman
		270	SONYMA	$261.00	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$1,096.20	
			Receipt Total:	$1,096.20	
28090	9/24/2019	Mortgagor:	DIMARCO NICHOLAS		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3515		Doc # 01-2019-50333	$360,352.00	1-2 Family Residence
		250	Mortgage Tax County	$1,802.00	Union Vale
		260	Mortgage Tax MTA Share	$1,051.20	Union Vale
		275	1-6 Family	$901.00	Union Vale
		276	Mortgage Tax Local	$0.00	Union Vale
				$3,754.20	
			Receipt Total:	$3,754.20	
28099	9/24/2019	Mortgagor:	FIELDS CAROLYN		
		Mortgagee:	GUARANTEED RATE INC		
	Serial # DK3516		Doc # 01-2019-50334	$285,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,425.00	Fishkill
		260	Mortgage Tax MTA Share	$825.00	Fishkill
		275	1-6 Family	$712.50	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$2,962.50	
			Receipt Total:	$2,962.50	
28100	9/24/2019	Mortgagor:	SANTIAGO CHRISTOPHER		
		Mortgagee:	MORTGAGE RESEARCH CENTER LLC		
	Serial # DK3517		Doc # 01-2019-50335	$198,000.00	1-2 Family Residence
		250	Mortgage Tax County	$990.00	Wappinger
		260	Mortgage Tax MTA Share	$564.00	Wappinger
		275	1-6 Family	$495.00	Wappinger

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Wappinger
				$2,049.00	
			Receipt Total:	$2,049.00	
28101	9/24/2019	Mortgagor:	PENKER DONALD J		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3518		Doc # 01-2019-50336	$12,876.94	1-2 Family Residence
		250	Mortgage Tax County	$64.50	East Fishkill
		260	Mortgage Tax MTA Share	$8.70	East Fishkill
		275	1-6 Family	$32.25	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$105.45	
			Receipt Total:	$105.45	
28104	9/24/2019	Mortgagor:	OCONNELL THOMAS J		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3520		Doc # 01-2019-50337	$51,000.00	1-2 Family Residence
		250	Mortgage Tax County	$255.00	City of Beacon
		260	Mortgage Tax MTA Share	$123.00	City of Beacon
		275	1-6 Family	$127.50	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$505.50	
			Receipt Total:	$505.50	
28105	9/24/2019	Mortgagor:	DELGROSSO MICHAEL JOHN		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3521		Doc # 01-2019-50338	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	East Fishkill
		260	Mortgage Tax MTA Share	$270.00	East Fishkill
		275	1-6 Family	$250.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$1,020.00	
			Receipt Total:	$1,020.00	
28115	9/24/2019	Mortgagor:	CAO HUNG		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3523		Doc # 01-2019-50339	$50,000.00	1-2 Family Residence
		250	Mortgage Tax County	$250.00	Wappinger
		260	Mortgage Tax MTA Share	$120.00	Wappinger
		275	1-6 Family	$125.00	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$495.00	
			Receipt Total:	$495.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28116	9/24/2019	Mortgagor:	AMISSON SUSAN		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3524		Doc # 01-2019-50340	$100,000.00	1-2 Family Residence
		250	Mortgage Tax County	$500.00	City of Beacon
		260	Mortgage Tax MTA Share	$270.00	City of Beacon
		275	1-6 Family	$250.00	City of Beacon
		276	Mortgage Tax Local	$0.00	City of Beacon
				$1,020.00	
			Receipt Total:	$1,020.00	
28119	9/24/2019	Mortgagor:	MARIENTHAL PAUL R		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3525		Doc # 01-2019-50341	$156,950.00	1-2 Family Residence
		250	Mortgage Tax County	$784.50	Red Hook
		260	Mortgage Tax MTA Share	$440.70	Red Hook
		275	1-6 Family	$392.25	Red Hook
		276	Mortgage Tax Local	$0.00	Red Hook
				$1,617.45	
			Receipt Total:	$1,617.45	
28123	9/24/2019	Mortgagor:	D&L OF DUTCHESS CORP		
		Mortgagee:	TEG FCU		
	Serial # DK3519		Doc # 01-2019-5137	$528,750.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$2,643.50	Beekman
		260	Mortgage Tax MTA Share	$1,556.10	
		276	Mortgage Tax Local	$0.00	
				$4,199.60	
			Receipt Total:	$4,199.60	
28128	9/24/2019	Mortgagor:	TARZY LAWRENCE		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3526		Doc # 01-2019-50342	$100,125.00	1-2 Family Residence
		250	Mortgage Tax County	$500.50	Pine Plains
		260	Mortgage Tax MTA Share	$270.30	Pine Plains
		275	1-6 Family	$250.25	Pine Plains
		276	Mortgage Tax Local	$0.00	Pine Plains
				$1,021.05	
			Receipt Total:	$1,021.05	
28135	9/24/2019	Mortgagor:	ASHONG EVANS A		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3522		Doc # 01-2019-5138	$224,867.00	1-2 Family Residence
		276	Mortgage Tax Local	$0.00	
		275	1-6 Family	$562.25	
		260	Mortgage Tax MTA Share	$644.70	
		250	Mortgage Tax County	$1,124.50	Town of Poughkeepsie
				$2,331.45	
			Receipt Total:	$2,331.45	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28137	9/24/2019	Mortgagor:	SORAN MARVIN		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3527		Doc # 01-2019-5139	$292,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,460.00	Fishkill
		260	Mortgage Tax MTA Share	$846.00	
		275	1-6 Family	$730.00	
		276	Mortgage Tax Local	$0.00	
				$3,036.00	
			Receipt Total:	$3,036.00	
28138	9/24/2019	Mortgagor:	CRUZ JOSE		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3528		Doc # 01-2019-5140	$332,700.00	1-2 Family Residence
		250	Mortgage Tax County	$1,663.50	East Fishkill
		260	Mortgage Tax MTA Share	$968.10	
		275	1-6 Family	$831.75	
		276	Mortgage Tax Local	$0.00	
				$3,463.35	
			Receipt Total:	$3,463.35	
28139	9/24/2019	Mortgagor:	GARCIA OLGA N		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial # DK3529		Doc # 01-2019-5141	$13,021.17	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Dover
				$0.00	
			Receipt Total:	$0.00	
28146	9/24/2019	Mortgagor:	NICHOLS GEORGE		
		Mortgagee:	AMERICAN ADVISORS GROUP		
	Serial # DK3530		Doc # 01-2019-5144	$472,500.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Dover
				$0.00	
28146	9/24/2019	Mortgagor:	NICHOLS GEORGE		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial # DK3531		Doc # 01-2019-5145	$472,500.00	No Tax / Serial #
		250	Mortgage Tax County	$0.00	Dover
				$0.00	
			Receipt Total:	$0.00	
28155	9/24/2019	Mortgagor:	CASSIDY ARTHUR		
		Mortgagee:	NEWREZ LLC		
	Serial # DK3532		Doc # 01-2019-5146	$21,393.83	1-2 Family Residence
		250	Mortgage Tax County	$107.00	East Fishkill
		260	Mortgage Tax MTA Share	$34.20	
		275	1-6 Family	$53.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$194.70	
			Receipt Total:	$194.70	
28164	9/25/2019	Mortgagor:	DRISCOLL KEVIN		
		Mortgagee:	ULSTER SVGS BANK		
	Serial # DK3533		Doc # 01-2019-5147	$308,750.00	1-2 Family Residence
		250	Mortgage Tax County	$1,543.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$896.10	
		275	1-6 Family	$771.75	
		276	Mortgage Tax Local	$0.00	
				$3,211.35	
			Receipt Total:	$3,211.35	
28174	9/25/2019	Mortgagor:	KANER WILLIAM		
		Mortgagee:	RONDOUT SVGS BANK		
	Serial # DK3534		Doc # 01-2019-5149	$540,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,700.00	Milan
		260	Mortgage Tax MTA Share	$1,590.00	
		275	1-6 Family	$1,350.00	
		276	Mortgage Tax Local	$0.00	
				$5,640.00	
			Receipt Total:	$5,640.00	
28181	9/25/2019	Mortgagor:	WHITE DENISE L		
		Mortgagee:	TIAA FSB		
	Serial # DK3536		Doc # 01-2019-5150	$240,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,200.00	East Fishkill
		260	Mortgage Tax MTA Share	$690.00	
		275	1-6 Family	$600.00	
		276	Mortgage Tax Local	$0.00	
				$2,490.00	
			Receipt Total:	$2,490.00	
28183	9/25/2019	Mortgagor:	DEFREITAS JOHN JR		
		Mortgagee:	PRIMELENDING		
	Serial # DK3535		Doc # 01-2019-5151	$242,427.00	1-2 Family Residence
		250	Mortgage Tax County	$1,212.00	La Grange
		260	Mortgage Tax MTA Share	$697.20	
		275	1-6 Family	$606.00	
		276	Mortgage Tax Local	$0.00	
				$2,515.20	
			Receipt Total:	$2,515.20	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28189	9/25/2019	Mortgagor:	CAPALBO LEE		
		Mortgagee:	CARRINGTON MORTGAGE SERVICES LLC		
	Serial # DK3537		Doc # 01-2019-5152	$449.88	1-2 Family Residence
		250	Mortgage Tax County	$2.00	Beekman
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$1.00	
		276	Mortgage Tax Local	$0.00	
				$3.00	
			Receipt Total:	$3.00	
28210	9/25/2019	Mortgagor:	MOYNIHAN CAROL A		
		Mortgagee:	USALLIANCE FCU		
	Serial #		Doc # 01-2019-50343	$244,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,220.00	Dover
		260	Mortgage Tax MTA Share	$702.00	Dover
		276	Mortgage Tax Local	$0.00	Dover
				$1,922.00	
28210	9/25/2019	Mortgagor:	MOYNIHAN CAROL A		
		Mortgagee:	USALLIANCE FCU		
	Serial #		Doc # 01-2019-50344	$56,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$280.00	Dover
		260	Mortgage Tax MTA Share	$138.00	Dover
		276	Mortgage Tax Local	$0.00	Dover
				$418.00	
			Receipt Total:	$2,340.00	
28212	9/25/2019	Mortgagor:	KAJA HOLDINGS 2 LLC		
		Mortgagee:	DLP LENDING FUND LLC		
	Serial # DK3538		Doc # 01-2019-50345	$66,035.90	1-2 Family Residence
		250	Mortgage Tax County	$330.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$168.00	City of Poughkeepsie
		275	1-6 Family	$165.00	City of Poughkeepsie
		276	Mortgage Tax Local	$0.00	City of Poughkeepsie
				$663.00	
			Receipt Total:	$663.00	
28215	9/25/2019	Mortgagor:	FRICCHIONE ANTHONY		
		Mortgagee:	PCSB BANK		
	Serial # DK3539		Doc # 01-2019-5154	$221,600.00	1-2 Family Residence
		250	Mortgage Tax County	$1,108.00	Dover
		260	Mortgage Tax MTA Share	$634.80	
		275	1-6 Family	$554.00	
		276	Mortgage Tax Local	$0.00	
				$2,296.80	
			Receipt Total:	$2,296.80	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28217	9/25/2019	Mortgagor:	BYRNE DENNIS		
		Mortgagee:	FAIRWAY INDEPENDENT MORTGAGE CORP		
	Serial # DK3540		Doc # 01-2019-50346	$331,705.00	1-2 Family Residence
		250	Mortgage Tax County	$1,658.50	Beekman
		260	Mortgage Tax MTA Share	$965.10	Beekman
		275	1-6 Family	$829.25	Beekman
		276	Mortgage Tax Local	$0.00	Beekman
				$3,452.85	
			Receipt Total:	$3,452.85	
28219	9/25/2019	Mortgagor:	PRITZKER RIDLEY PAMELA		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3541		Doc # 01-2019-5155	$279,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,395.00	City of Beacon
		260	Mortgage Tax MTA Share	$807.00	
		275	1-6 Family	$697.50	
		276	Mortgage Tax Local	$0.00	
				$2,899.50	
			Receipt Total:	$2,899.50	
28220	9/25/2019	Mortgagor:	HOSSAIN MOHAMMAD A		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3542		Doc # 01-2019-5156	$149,500.00	1-2 Family Residence
		250	Mortgage Tax County	$747.50	Union Vale
		260	Mortgage Tax MTA Share	$418.50	
		275	1-6 Family	$373.75	
		276	Mortgage Tax Local	$0.00	
				$1,539.75	
			Receipt Total:	$1,539.75	
28227	9/25/2019	Mortgagor:	FRISENDA BERNADETTE		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3543		Doc # 01-2019-5157	$160,000.00	1-2 Family Residence
		250	Mortgage Tax County	$800.00	City of Beacon
		260	Mortgage Tax MTA Share	$450.00	
		275	1-6 Family	$400.00	
		276	Mortgage Tax Local	$0.00	
				$1,650.00	
			Receipt Total:	$1,650.00	
28230	9/25/2019	Mortgagor:	SCHMIDT JEFFREY J		
		Mortgagee:	BANK OF AMERICA NA		
	Serial # DK3544		Doc # 01-2019-50347	$150,000.00	1-2 Family Residence
		250	Mortgage Tax County	$750.00	Red Hook
		260	Mortgage Tax MTA Share	$420.00	Red Hook
		275	1-6 Family	$375.00	Red Hook

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Red Hook
				$1,545.00	
			Receipt Total:	$1,545.00	
28232	9/25/2019	Mortgagor:	SHAH HIREN N		
		Mortgagee:	MAHOPAC BANK		
	Serial # DK3545		Doc # 01-2019-50348	$190,500.00	1-2 Family Residence
		250	Mortgage Tax County	$952.50	Wappinger
		260	Mortgage Tax MTA Share	$541.50	Wappinger
		275	1-6 Family	$476.25	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$1,970.25	
			Receipt Total:	$1,970.25	
28236	9/25/2019	Mortgagor:	LOIODICE NICHOLAS		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3546		Doc # 01-2019-50349	$250,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,250.00	Union Vale
		260	Mortgage Tax MTA Share	$720.00	Union Vale
		275	1-6 Family	$625.00	Union Vale
		276	Mortgage Tax Local	$0.00	Union Vale
				$2,595.00	
			Receipt Total:	$2,595.00	
28245	9/25/2019	Mortgagor:	WHEELER GARY RICHARD		
		Mortgagee:	TOTAL MORTGAGE SERVS LLC		
	Serial # DK3547		Doc # 01-2019-5158	$233,138.00	1-2 Family Residence
		250	Mortgage Tax County	$1,165.50	Beekman
		260	Mortgage Tax MTA Share	$669.30	
		275	1-6 Family	$582.75	
		276	Mortgage Tax Local	$0.00	
				$2,417.55	
			Receipt Total:	$2,417.55	
28246	9/25/2019	Mortgagor:	SINCLAIR MICHAEL D		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3548		Doc # 01-2019-5159	$176,250.00	1-2 Family Residence
		250	Mortgage Tax County	$881.00	Dover
		260	Mortgage Tax MTA Share	$498.60	
		275	1-6 Family	$440.50	
		276	Mortgage Tax Local	$0.00	
				$1,820.10	
			Receipt Total:	$1,820.10	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28247	9/25/2019	Mortgagor:	VOLINO MICHAEL		
		Mortgagee:	TRUSTCO BANK		
	Serial # DK3549		Doc # 01-2019-5160	$222,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,112.50	Pleasant Valley
		260	Mortgage Tax MTA Share	$637.50	
		275	1-6 Family	$556.25	
		276	Mortgage Tax Local	$0.00	
				$2,306.25	
			Receipt Total:	$2,306.25	
28253	9/26/2019	Mortgagor:	NORWOOD TODD B		
		Mortgagee:	ULSTER SVGS BANK		
	Serial # DK3550		Doc # 01-2019-5161	$339,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,697.50	Rhinebeck
		260	Mortgage Tax MTA Share	$988.50	
		275	1-6 Family	$848.75	
		276	Mortgage Tax Local	$0.00	
				$3,534.75	
			Receipt Total:	$3,534.75	
28255	9/26/2019	Mortgagor:	PATIERNO RENA		
		Mortgagee:	GUARANTEED RATE INC		
	Serial # DK3551		Doc # 01-2019-5162	$425,308.00	1-2 Family Residence
		250	Mortgage Tax County	$2,126.50	Hyde Park
		260	Mortgage Tax MTA Share	$1,245.90	
		275	1-6 Family	$1,063.25	
		276	Mortgage Tax Local	$0.00	
				$4,435.65	
			Receipt Total:	$4,435.65	
28263	9/26/2019	Mortgagor:	ONEILL WILLIAM J		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3552		Doc # 01-2019-5163	$30,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$150.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$60.00	
		276	Mortgage Tax Local	$0.00	
				$210.00	
			Receipt Total:	$210.00	
28264	9/26/2019	Mortgagor:	EVANS ANNA M		
		Mortgagee:	BANK OF MILLBROOK		
	Serial # DK3553		Doc # 01-2019-5164	$220,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,100.00	Washington
		260	Mortgage Tax MTA Share	$630.00	
		275	1-6 Family	$550.00	
		276	Mortgage Tax Local	$0.00	
				$2,280.00	
			Receipt Total:	$2,280.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28270	9/26/2019	Mortgagor:	RENZ TIMOTHY L		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3554		Doc # 01-2019-5165	$230,000.00	(E) CR Un/Nat Pr
		280	Mortgage Tax Held	$1,810.00	Other
				$1,810.00	
			Receipt Total:	$1,810.00	
28274	9/26/2019	Mortgagor:	MOORE KEVIN		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3555		Doc # 01-2019-5166	$237,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,187.50	Dover
		260	Mortgage Tax MTA Share	$682.50	
		275	1-6 Family	$593.75	
		276	Mortgage Tax Local	$0.00	
				$2,463.75	
			Receipt Total:	$2,463.75	
28276	9/26/2019	Mortgagor:	PIETRAGALLO ERIC J		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3556		Doc # 01-2019-5167	$177,729.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$888.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$503.10	
		276	Mortgage Tax Local	$0.00	
				$1,391.60	
			Receipt Total:	$1,391.60	
28278	9/26/2019	Mortgagor:	NETBOY ANDREY		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3558		Doc # 01-2019-5168	$385,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,925.00	City of Beacon
		260	Mortgage Tax MTA Share	$1,125.00	
		276	Mortgage Tax Local	$0.00	
				$3,050.00	
			Receipt Total:	$3,050.00	
28279	9/26/2019	Mortgagor:	STAMPER HARLAN O		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3557		Doc # 01-2019-5169	$93,448.04	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$467.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$250.20	
		276	Mortgage Tax Local	$0.00	
				$717.20	
			Receipt Total:	$717.20	
28284	9/26/2019	Mortgagor:	RAE CHARLES F		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3559		Doc # 01-2019-5171	$275,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,375.00	Fishkill

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$795.00	
		276	Mortgage Tax Local	$0.00	
				$2,170.00	
			Receipt Total:	$2,170.00	
28285	9/26/2019	Mortgagor:	ALMANZAR JARIS		
		Mortgagee:	FREEDOM MORTGAGE CORP		
	Serial # DK3561		Doc # 01-2019-5172	$251,250.00	1-2 Family Residence
		250	Mortgage Tax County	$1,256.00	Wappinger
		260	Mortgage Tax MTA Share	$723.60	
		275	1-6 Family	$628.00	
		276	Mortgage Tax Local	$0.00	
				$2,607.60	
			Receipt Total:	$2,607.60	
28286	9/26/2019	Mortgagor:	CANELA ESMERLYN J SR		
		Mortgagee:	PRIMELENDING		
	Serial # DK3560		Doc # 01-2019-5173	$99,000.00	1-2 Family Residence
		250	Mortgage Tax County	$495.00	Hyde Park
		260	Mortgage Tax MTA Share	$267.00	
		275	1-6 Family	$247.50	
		276	Mortgage Tax Local	$0.00	
				$1,009.50	
			Receipt Total:	$1,009.50	
28289	9/26/2019	Mortgagor:	ELLS SUSAN		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3562		Doc # 01-2019-5174	$76,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$380.00	Milan
		260	Mortgage Tax MTA Share	$198.00	
		276	Mortgage Tax Local	$0.00	
				$578.00	
			Receipt Total:	$578.00	
28300	9/26/2019	Mortgagor:	DILENA PASQUALE		
		Mortgagee:	FAIRWAY INDEPENDENT MORTGAGE CORP		
	Serial # DK3563		Doc # 01-2019-5175	$201,286.00	1-2 Family Residence
		250	Mortgage Tax County	$1,006.50	Beekman
		260	Mortgage Tax MTA Share	$573.90	
		275	1-6 Family	$503.25	
		276	Mortgage Tax Local	$0.00	
				$2,083.65	
			Receipt Total:	$2,083.65	
28303	9/26/2019	Mortgagor:	HULL BRYAN D		
		Mortgagee:	PRIMELENDING		
	Serial # DK3564		Doc # 01-2019-5176	$170,940.00	1-2 Family Residence
		250	Mortgage Tax County	$854.50	Fishkill

Receipt #	Receipt Date				Mortgage Type/District/Comment
		260	Mortgage Tax MTA Share	$482.70	
		275	1-6 Family	$427.25	
		276	Mortgage Tax Local	$0.00	
				$1,764.45	
			Receipt Total:	$1,764.45	
28310	9/26/2019	Mortgagor:	PROAL ANTOINETTE G		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3565		Doc # 01-2019-5177	$232,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,162.50	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$667.50	
		275	1-6 Family	$581.25	
		276	Mortgage Tax Local	$0.00	
				$2,411.25	
			Receipt Total:	$2,411.25	
28324	9/26/2019	Mortgagor:	TANDLER RICHARD C		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3566		Doc # 01-2019-5178	$60,900.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$304.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$152.70	
		276	Mortgage Tax Local	$0.00	
				$457.20	
			Receipt Total:	$457.20	
28328	9/26/2019	Mortgagor:	MIROFF CHRISTINE		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3567		Doc # 01-2019-5179	$30,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$150.00	City of Beacon
		260	Mortgage Tax MTA Share	$60.00	
		276	Mortgage Tax Local	$0.00	
				$210.00	
			Receipt Total:	$210.00	
28331	9/26/2019	Mortgagor:	MAYHEW WILLIAM F JR		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3568		Doc # 01-2019-5180	$29,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$145.00	North East
		260	Mortgage Tax MTA Share	$57.00	
		276	Mortgage Tax Local	$0.00	
				$202.00	
			Receipt Total:	$202.00	
28337	9/26/2019	Mortgagor:	BUONO MICHAEL		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3569		Doc # 01-2019-5181	$75,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$375.00	Stanford
		260	Mortgage Tax MTA Share	$195.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$570.00	
			Receipt Total:	$570.00	
28339	9/26/2019	Mortgagor:	CONSIGLIO JANET		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3570		Doc # 01-2019-5182	$18,159.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$91.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$24.60	
		276	Mortgage Tax Local	$0.00	
				$115.60	
			Receipt Total:	$115.60	
28344	9/26/2019	Mortgagor:	DAWN D PIERRO		
		Mortgagee:	SIRVA MORTGAGE INC		
	Serial # DK3571		Doc # 01-2019-50350	$360,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,800.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,050.00	East Fishkill
		275	1-6 Family	$900.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$3,750.00	
			Receipt Total:	$3,750.00	
28345	9/26/2019	Mortgagor:	MAHAR PATRICK C		
		Mortgagee:	JPMORGAN CHASE BANK, NA		
	Serial # DK3572		Doc # 01-2019-50351	$55,000.00	1-2 Family Residence
		250	Mortgage Tax County	$275.00	Wappinger
		260	Mortgage Tax MTA Share	$135.00	Wappinger
		275	1-6 Family	$137.50	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$547.50	
			Receipt Total:	$547.50	
28349	9/26/2019	Mortgagor:	SNOW STEVEN		
		Mortgagee:	HOME POINT FINANCIAL CORP		
	Serial # DK3573		Doc # 01-2019-50352	$179,100.00	1-2 Family Residence
		250	Mortgage Tax County	$895.50	Wappinger
		260	Mortgage Tax MTA Share	$507.30	Wappinger
		275	1-6 Family	$447.75	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$1,850.55	
			Receipt Total:	$1,850.55	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28358	9/26/2019	Mortgagor:	CHIAPPALONE JOSEPH		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DK3574		Doc # 01-2019-50353	$156,560.00	1-2 Family Residence
		250	Mortgage Tax County	$783.00	Wappinger
		260	Mortgage Tax MTA Share	$439.80	Wappinger
		275	1-6 Family	$391.50	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$1,614.30	
			Receipt Total:	$1,614.30	
28369	9/26/2019	Mortgagor:	RAMSEY DANA K		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial #		Doc # 01-2019-50354	$44,200.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$221.00	Red Hook
		260	Mortgage Tax MTA Share	$102.60	Red Hook
		276	Mortgage Tax Local	$0.00	Red Hook
				$323.60	
			Receipt Total:	$323.60	
28372	9/26/2019	Mortgagor:	SERINO ANTHONY		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3575		Doc # 01-2019-50355	$344,750.00	1-2 Family Residence
		250	Mortgage Tax County	$1,723.50	La Grange
		260	Mortgage Tax MTA Share	$1,004.10	La Grange
		275	1-6 Family	$861.75	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$3,589.35	
			Receipt Total:	$3,589.35	
28373	9/26/2019	Mortgagor:	GWYNAT NADER		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3576		Doc # 01-2019-50356	$313,120.00	1-2 Family Residence
		250	Mortgage Tax County	$1,565.50	Wappinger
		260	Mortgage Tax MTA Share	$909.30	Wappinger
		275	1-6 Family	$782.75	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$3,257.55	
			Receipt Total:	$3,257.55	
28381	9/26/2019	Mortgagor:	DEGRENIER RAYMOND		
		Mortgagee:	MANUFACTURERS & TRADERS TRUST CO		
	Serial # DK3577		Doc # 01-2019-50357	$50,000.00	1-2 Family Residence
		250	Mortgage Tax County	$250.00	Dover
		260	Mortgage Tax MTA Share	$120.00	Dover
		275	1-6 Family	$125.00	Dover

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Dover
				$495.00	
			Receipt Total:	$495.00	
28387	9/26/2019	Mortgagor:	HALSEY MARK D		
		Mortgagee:	BANK OF AMERICA NA		
	Serial # DK3578		Doc # 01-2019-50358	$120,000.00	1-2 Family Residence
		250	Mortgage Tax County	$600.00	Red Hook
		260	Mortgage Tax MTA Share	$330.00	Red Hook
		275	1-6 Family	$300.00	Red Hook
		276	Mortgage Tax Local	$0.00	Red Hook
				$1,230.00	
			Receipt Total:	$1,230.00	
28389	9/26/2019	Mortgagor:	GUERRA HEIDIN N QUIJADA		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3579		Doc # 01-2019-5183	$162,011.00	1-2 Family Residence
		250	Mortgage Tax County	$810.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$456.00	
		275	1-6 Family	$405.00	
		276	Mortgage Tax Local	$0.00	
				$1,671.00	
			Receipt Total:	$1,671.00	
28390	9/26/2019	Mortgagor:	BENDETTI DANIEL K		
		Mortgagee:	NEWREZ LLC		
	Serial # DK3580		Doc # 01-2019-5184	$420,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,100.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,230.00	
		275	1-6 Family	$1,050.00	
		276	Mortgage Tax Local	$0.00	
				$4,380.00	
			Receipt Total:	$4,380.00	
28405	9/27/2019	Mortgagor:	DUBOIS CHRISTINE		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # 0		Doc # 01-2019-5186	$4,911.56	1-2 Family Residence
		250	Mortgage Tax County	$24.50	Beekman
		260	Mortgage Tax MTA Share	$0.00	
		275	1-6 Family	$12.25	
		276	Mortgage Tax Local	$0.00	
				$36.75	
			Receipt Total:	$36.75	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28409	9/27/2019	Mortgagor:	METSCH MARJORIE L		
		Mortgagee:	WILLIAM RAVEIS MORTGAGE LLC		
	Serial # DK3583		Doc # 01-2019-5187	$425,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,125.00	Union Vale
		260	Mortgage Tax MTA Share	$1,245.00	
		275	1-6 Family	$1,062.50	
		276	Mortgage Tax Local	$0.00	
				$4,432.50	
			Receipt Total:	$4,432.50	
28413	9/27/2019	Mortgagor:	PALOMBA MAURO V		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3584		Doc # 01-2019-5188	$361,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,805.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,053.00	
		275	1-6 Family	$902.50	
		276	Mortgage Tax Local	$0.00	
				$3,760.50	
			Receipt Total:	$3,760.50	
28416	9/27/2019	Mortgagor:	BURKS WILLIAM		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3585		Doc # 01-2019-5189	$454,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,270.00	Beekman
		260	Mortgage Tax MTA Share	$1,332.00	
		275	1-6 Family	$1,135.00	
		276	Mortgage Tax Local	$0.00	
				$4,737.00	
			Receipt Total:	$4,737.00	
28421	9/27/2019	Mortgagor:	PARSONS STEVEN		
		Mortgagee:	KEYBANK NATL ASSOC		
	Serial # DK3586		Doc # 01-2019-5190	$245,279.00	1-2 Family Residence
		250	Mortgage Tax County	$1,226.50	Washington
		260	Mortgage Tax MTA Share	$705.90	
		275	1-6 Family	$613.25	
		276	Mortgage Tax Local	$0.00	
				$2,545.65	
			Receipt Total:	$2,545.65	
28423	9/27/2019	Mortgagor:	MESHULAM RYAN		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3587		Doc # 01-2019-5191	$484,350.00	1-2 Family Residence
		250	Mortgage Tax County	$2,421.50	Beekman
		260	Mortgage Tax MTA Share	$1,422.90	
		275	1-6 Family	$1,210.75	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$5,055.15	
			Receipt Total:	$5,055.15	
28429	9/27/2019	Mortgagor:	GARZON MARIANA P		
		Mortgagee:	HOUSING & URBAN DEVELOPMENT		
	Serial # DK3588		Doc # 01-2019-5192	$52,144.21	No Tax / Serial #
		250	Mortgage Tax County	$0.00	City of Beacon
				$0.00	
			Receipt Total:	$0.00	
28437	9/27/2019	Mortgagor:	ROMAN TAMAR		
		Mortgagee:	NATIONSTAR MORTGAGE LLC		
	Serial # DK3589		Doc # 01-2019-5193	$10,531.86	1-2 Family Residence
		250	Mortgage Tax County	$52.50	Dover
		260	Mortgage Tax MTA Share	$1.50	
		275	1-6 Family	$26.25	
		276	Mortgage Tax Local	$0.00	
				$80.25	
			Receipt Total:	$80.25	
28443	9/27/2019	Mortgagor:	BREITMAN JOSEPH O		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3590		Doc # 01-2019-5195	$312,800.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,564.00	East Fishkill
		260	Mortgage Tax MTA Share	$908.40	
		276	Mortgage Tax Local	$0.00	
				$2,472.40	
			Receipt Total:	$2,472.40	
28453	9/27/2019	Mortgagor:	GAMBONI JOSEPH V		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DK3591		Doc # 01-2019-5196	$332,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,660.00	City of Beacon
		260	Mortgage Tax MTA Share	$966.00	
		275	1-6 Family	$830.00	
		276	Mortgage Tax Local	$0.00	
				$3,456.00	
			Receipt Total:	$3,456.00	
28454	9/27/2019	Mortgagor:	VANTASSELL KEVIN W		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3592		Doc # 01-2019-5197	$45,000.00	1-2 Family Residence
		250	Mortgage Tax County	$225.00	Hyde Park
		260	Mortgage Tax MTA Share	$105.00	
		275	1-6 Family	$112.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$442.50	
			Receipt Total:	$442.50	
28457	9/27/2019	Mortgagor:	JOSEPH RUSSELL D JR		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DK3593		Doc # 01-2019-5198	$275,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,375.00	City of Beacon
		260	Mortgage Tax MTA Share	$795.00	
		275	1-6 Family	$687.50	
		276	Mortgage Tax Local	$0.00	
				$2,857.50	
			Receipt Total:	$2,857.50	
28461	9/27/2019	Mortgagor:	PICCONE ANTHONY J III		
		Mortgagee:	PRIMELENDING		
	Serial # DK3594		Doc # 01-2019-5199	$361,250.00	1-2 Family Residence
		250	Mortgage Tax County	$1,806.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$1,053.60	
		275	1-6 Family	$903.00	
		276	Mortgage Tax Local	$0.00	
				$3,762.60	
			Receipt Total:	$3,762.60	
28463	9/27/2019	Mortgagor:	WILK PAWEL		
		Mortgagee:	QUICKEN LOANS INC		
	Serial # DK3595		Doc # 01-2019-5200	$423,000.00	1-2 Family Residence
		250	Mortgage Tax County	$2,115.00	City of Beacon
		260	Mortgage Tax MTA Share	$1,239.00	
		275	1-6 Family	$1,057.50	
		276	Mortgage Tax Local	$0.00	
				$4,411.50	
			Receipt Total:	$4,411.50	
28477	9/27/2019	Mortgagor:	GARRISON STEVE		
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DK3596		Doc # 01-2019-5201	$265,109.00	1-2 Family Residence
		250	Mortgage Tax County	$1,325.50	Fishkill
		260	Mortgage Tax MTA Share	$765.30	
		275	1-6 Family	$662.75	
		276	Mortgage Tax Local	$0.00	
				$2,753.55	
			Receipt Total:	$2,753.55	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28500	9/27/2019	Mortgagor:	WALLING TERRENCE		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3597		Doc # 01-2019-5202	$280,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,400.00	Wappinger
		260	Mortgage Tax MTA Share	$810.00	
		275	1-6 Family	$700.00	
		276	Mortgage Tax Local	$0.00	
				$2,910.00	
			Receipt Total:	$2,910.00	
28515	9/27/2019	Mortgagor:	HOLT STEPHEN		
		Mortgagee:	M&T BANK		
	Serial # DK3598		Doc # 01-2019-50359	$150,000.00	1-2 Family Residence
		250	Mortgage Tax County	$750.00	Amenia
		260	Mortgage Tax MTA Share	$420.00	Amenia
		275	1-6 Family	$375.00	Amenia
		276	Mortgage Tax Local	$0.00	Amenia
				$1,545.00	
			Receipt Total:	$1,545.00	
28516	9/27/2019	Mortgagor:	MCDONALD CATHERINE MARY J		
		Mortgagee:	NAVY FCU		
	Serial #		Doc # 01-2019-50360	$30,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$150.00	Clinton
		260	Mortgage Tax MTA Share	$60.00	Clinton
		276	Mortgage Tax Local	$0.00	Clinton
				$210.00	
			Receipt Total:	$210.00	
28527	9/27/2019	Mortgagor:	GARCIA AMADO JR		
		Mortgagee:	PLAZA HOME MORTGAGE INC		
	Serial # DK3599		Doc # 01-2019-5204	$252,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,260.00	Fishkill
		260	Mortgage Tax MTA Share	$726.00	
		275	1-6 Family	$630.00	
		276	Mortgage Tax Local	$0.00	
				$2,616.00	
			Receipt Total:	$2,616.00	
28531	9/27/2019	Mortgagor:	CAPOGROSSO LAURA		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3600		Doc # 01-2019-50361	$110,662.00	1-2 Family Residence
		250	Mortgage Tax County	$553.50	Wappinger
		260	Mortgage Tax MTA Share	$302.10	Wappinger
		275	1-6 Family	$276.75	Wappinger
		276	Mortgage Tax Local	$0.00	Wappinger
				$1,132.35	
			Receipt Total:	$1,132.35	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28532	9/27/2019	Mortgagor:	HUSTED JAMES		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3601		Doc # 01-2019-5205	$52,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$260.00	Fishkill
		260	Mortgage Tax MTA Share	$126.00	
		276	Mortgage Tax Local	$0.00	
				$386.00	
			Receipt Total:	$386.00	
28533	9/27/2019	Mortgagor:	STARZYK RICHARD A		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3602		Doc # 01-2019-50362	$212,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,060.00	Milan
		260	Mortgage Tax MTA Share	$606.00	Milan
		275	1-6 Family	$530.00	Milan
		276	Mortgage Tax Local	$0.00	Milan
				$2,196.00	
			Receipt Total:	$2,196.00	
28534	9/27/2019	Mortgagor:	CAMPOS ERNESTO		
		Mortgagee:	HUDSON UNITED MORTGAGE LLC		
	Serial # DK3603		Doc # 01-2019-5206	$108,000.00	1-2 Family Residence
		250	Mortgage Tax County	$540.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$294.00	
		275	1-6 Family	$270.00	
		276	Mortgage Tax Local	$0.00	
				$1,104.00	
			Receipt Total:	$1,104.00	
28537	9/27/2019	Mortgagor:	BIRNSTILL DANIEL JAMES		
		Mortgagee:	MOVEMENT MORTGAGE LLC		
	Serial # DK3604		Doc # 01-2019-5207	$309,900.00	1-2 Family Residence
		250	Mortgage Tax County	$1,549.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$899.70	
		275	1-6 Family	$774.75	
		276	Mortgage Tax Local	$0.00	
				$3,223.95	
			Receipt Total:	$3,223.95	
28539	9/27/2019	Mortgagor:	WALSH FRANK V		
		Mortgagee:	HUDSON VALLEY FCU		
	Serial # DK3605		Doc # 01-2019-5208	$179,550.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$897.50	La Grange
		260	Mortgage Tax MTA Share	$508.50	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	
				$1,406.00	
			Receipt Total:	$1,406.00	
28540	9/27/2019	Mortgagor:	MILLER ELIZABETH		
		Mortgagee:	HOMESTEAD FUNDING CORP		
	Serial # DK3606		Doc # 01-2019-5209	$240,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,200.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$690.00	
		275	1-6 Family	$600.00	
		276	Mortgage Tax Local	$0.00	
				$2,490.00	
			Receipt Total:	$2,490.00	
28542	9/27/2019	Mortgagor:	BROWN ANDY W		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3607		Doc # 01-2019-5210	$54,050.68	1-2 Family Residence
		250	Mortgage Tax County	$270.50	City of Beacon
		260	Mortgage Tax MTA Share	$132.30	
		275	1-6 Family	$135.25	
		276	Mortgage Tax Local	$0.00	
				$538.05	
			Receipt Total:	$538.05	
28543	9/27/2019	Mortgagor:	PITTMAN JAMES JR		
		Mortgagee:	WELLS FARGO BANK NA		
	Serial # DK3608		Doc # 01-2019-5212	$102,142.68	1-2 Family Residence
		250	Mortgage Tax County	$510.50	City of Beacon
		260	Mortgage Tax MTA Share	$276.30	
		275	1-6 Family	$255.25	
		276	Mortgage Tax Local	$0.00	
				$1,042.05	
			Receipt Total:	$1,042.05	
28550	9/27/2019	Mortgagor:	AVELLANEDA ANTONIO R		
		Mortgagee:	TEG FCU		
	Serial # DK3609		Doc # 01-2019-5214	$238,250.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,191.00	Beekman
		260	Mortgage Tax MTA Share	$684.60	
		276	Mortgage Tax Local	$0.00	
				$1,875.60	
			Receipt Total:	$1,875.60	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28551	9/27/2019	Mortgagor:	POPE WILLIAM M		
		Mortgagee:	M & T BANK		
	Serial # DK3610		Doc # 01-2019-5215	$223,250.00	1-2 Family Residence
		276	Mortgage Tax Local	$0.00	
		275	1-6 Family	$558.00	
		260	Mortgage Tax MTA Share	$639.60	
		250	Mortgage Tax County	$1,116.00	East Fishkill
				$2,313.60	
			Receipt Total:	$2,313.60	
28564	9/30/2019	Mortgagor:	GORDOS MARTA		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial # DK3611		Doc # 01-2019-5216	$112,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$560.00	City of Poughkeepsie
		260	Mortgage Tax MTA Share	$306.00	
		276	Mortgage Tax Local	$0.00	
				$866.00	
			Receipt Total:	$866.00	
28612	9/30/2019	Mortgagor:	NATHAN MATTHEW		Comments:
		Mortgagee:	SH REAL ESTATE HOLDING CORP		RELEASING RECEIPT 2019-20825 WITH MTG SERIAL NUMBER DK2065
	Serial # DK3612		Doc # 01-2019-50155	$270,000.00	1-2 Family Residence
		280	Mortgage Tax Held	($2,805.00)	
		260	Mortgage Tax MTA Share	$780.00	
		275	1-6 Family	$675.00	
		276	Mortgage Tax Local	$0.00	
		250	Mortgage Tax County	$143.87	Clinton
		250	Mortgage Tax County	$1,206.13	Hyde Park
				$0.00	
			Receipt Total:	$0.00	
28613	9/30/2019	Mortgagor:	SOUTHERN DUTCHESS COUNTRY CLUB		Comments:
		Mortgagee:	WINTERS BARRY		RELEASING RECEIPT 2019-22766 WITH MTG SERIAL NUMBER DK2429
	Serial # DK3613		Doc # 01-2019-4046	$155,000.00	(NE) Commercial
		280	Mortgage Tax Held	($1,627.50)	
		260	Mortgage Tax MTA Share	$465.00	
		270	SONYMA	$387.50	
		276	Mortgage Tax Local	$0.00	
		250	Mortgage Tax County	$68.73	Fishkill
		250	Mortgage Tax County	$706.27	City of Beacon
				$0.00	
			Receipt Total:	$0.00	

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Receipt #	Receipt Date				Mortgage Type/District/Comment
28626	9/30/2019	Mortgagor:	BAYVIEW LOAN SERVICING LLC		
		Mortgagee:	M & T BANK		
	Serial # DK3614		Doc # 01-2019-50363	$0.00	1-2 Family Residence
		250	Mortgage Tax County	$0.00	North East
		260	Mortgage Tax MTA Share	$0.00	North East
		275	1-6 Family	$0.00	North East
		276	Mortgage Tax Local	$0.00	North East
				$0.00	
			Receipt Total:	$0.00	
28627	9/30/2019	Mortgagor:	JOHNS AUSTIN S		
		Mortgagee:	MID HUDSON VALLEY FCU		
	Serial #		Doc # 01-2019-50364	$88,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$440.00	Clinton
		260	Mortgage Tax MTA Share	$234.00	Clinton
		276	Mortgage Tax Local	$0.00	Clinton
				$674.00	
			Receipt Total:	$674.00	
28629	9/30/2019	Mortgagor:	SELCA VICTOR		
		Mortgagee:	UNITED WHOLESALE MORTGAGE		
	Serial # DK3615		Doc # 01-2019-50365	$200,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,000.00	East Fishkill
		260	Mortgage Tax MTA Share	$570.00	East Fishkill
		275	1-6 Family	$500.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$2,070.00	
			Receipt Total:	$2,070.00	
28639	9/30/2019	Mortgagor:	MASTERSON BRIAN R		
		Mortgagee:	M&T BANK		
	Serial # DK3616		Doc # 01-2019-50366	$156,000.00	1-2 Family Residence
		250	Mortgage Tax County	$780.00	Dover
		260	Mortgage Tax MTA Share	$438.00	Dover
		275	1-6 Family	$390.00	Dover
		276	Mortgage Tax Local	$0.00	Dover
				$1,608.00	
			Receipt Total:	$1,608.00	
28640	9/30/2019	Mortgagor:	PELL LYLE S		
		Mortgagee:	CITIZENS BANK NA		
	Serial # DK3617		Doc # 01-2019-50367	$77,000.00	1-2 Family Residence
		250	Mortgage Tax County	$385.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$201.00	Town of Poughkeepsie
		275	1-6 Family	$192.50	Town of Poughkeepsie

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$778.50	
			Receipt Total:	$778.50	
28643	9/30/2019	Mortgagor:	ORTIZ JOSE		
		Mortgagee:	EMBRACE HOME LOANS INC		
	Serial # DK3618		Doc # 01-2019-50368	$389,999.00	1-2 Family Residence
		250	Mortgage Tax County	$1,950.00	East Fishkill
		260	Mortgage Tax MTA Share	$1,140.00	East Fishkill
		275	1-6 Family	$975.00	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$4,065.00	
			Receipt Total:	$4,065.00	
28644	9/30/2019	Mortgagor:	FARRELL WILLIAM P		
		Mortgagee:	ROYAL UNITED MORTGAGE LLC		
	Serial # DK3619		Doc # 01-2019-50369	$142,000.00	1-2 Family Residence
		250	Mortgage Tax County	$710.00	Fishkill
		260	Mortgage Tax MTA Share	$396.00	Fishkill
		275	1-6 Family	$355.00	Fishkill
		276	Mortgage Tax Local	$0.00	Fishkill
				$1,461.00	
			Receipt Total:	$1,461.00	
28656	9/30/2019	Mortgagor:	SORRENTINO SAMUEL A		
		Mortgagee:	MORTGAGE RESEARCH CENTER LLC		
	Serial # DK3620		Doc # 01-2019-50370	$278,465.00	1-2 Family Residence
		250	Mortgage Tax County	$1,392.50	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$805.50	Town of Poughkeepsie
		275	1-6 Family	$696.25	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$2,894.25	
			Receipt Total:	$2,894.25	
28659	9/30/2019	Mortgagor:	GIAMMICHELE SHAUN		
		Mortgagee:	LOANDEPOT COM LLC		
	Serial # DK3621		Doc # 01-2019-50371	$268,111.00	1-2 Family Residence
		250	Mortgage Tax County	$1,340.50	East Fishkill
		260	Mortgage Tax MTA Share	$774.30	East Fishkill
		275	1-6 Family	$670.25	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$2,785.05	
			Receipt Total:	$2,785.05	

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
28663	9/30/2019	Mortgagor:	ROY ROBIN SWEET		
		Mortgagee:	CLIFFCO, INC		
	Serial # DK3622		Doc # 01-2019-50372	$305,367.00	1-2 Family Residence
		250	Mortgage Tax County	$1,527.00	Town of Poughkeepsie
		260	Mortgage Tax MTA Share	$886.20	Town of Poughkeepsie
		275	1-6 Family	$763.50	Town of Poughkeepsie
		276	Mortgage Tax Local	$0.00	Town of Poughkeepsie
				$3,176.70	
			Receipt Total:	$3,176.70	
28674	9/30/2019	Mortgagor:	VETRANO THOMAS		
		Mortgagee:	JPMORGAN CHASE BANK NA		
	Serial # DK3623		Doc # 01-2019-50373	$250,500.00	1-2 Family Residence
		250	Mortgage Tax County	$1,252.50	East Fishkill
		260	Mortgage Tax MTA Share	$721.50	East Fishkill
		275	1-6 Family	$626.25	East Fishkill
		276	Mortgage Tax Local	$0.00	East Fishkill
				$2,600.25	
			Receipt Total:	$2,600.25	
28682	9/30/2019	Mortgagor:	LIGUORI ASSOCIATES LLC		
		Mortgagee:	SALISBURY BANK & TRUST CO		
	Serial # DK3624		Doc # 01-2019-5217	$44,000.00	(NE) Commercial
		250	Mortgage Tax County	$220.00	Wappinger
		260	Mortgage Tax MTA Share	$132.00	
		270	SONYMA	$110.00	
		276	Mortgage Tax Local	$0.00	
				$462.00	
			Receipt Total:	$462.00	
28692	9/30/2019	Mortgagor:	BELL JESSICA A		
		Mortgagee:	SANTANDER BANK NA		
	Serial # DK3625		Doc # 01-2019-50374	$240,000.00	1-2 Family Residence
		250	Mortgage Tax County	$1,200.00	La Grange
		260	Mortgage Tax MTA Share	$690.00	La Grange
		275	1-6 Family	$600.00	La Grange
		276	Mortgage Tax Local	$0.00	La Grange
				$2,490.00	
			Receipt Total:	$2,490.00	
28700	9/30/2019	Mortgagor:	GOMEZ JOHN DAVID		
		Mortgagee:	HUDSON VALLEY FEDERAL CREDIT UNION		
	Serial #		Doc # 01-2019-50375	$252,000.00	(E) CR Un/Nat Pr
		250	Mortgage Tax County	$1,260.00	Red Hook
		260	Mortgage Tax MTA Share	$726.00	Red Hook

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Receipt #	Receipt Date				Mortgage Type/District/Comment
		276	Mortgage Tax Local	$0.00	Red Hook
				$1,986.00	
			Receipt Total:	$1,986.00	
28703	9/30/2019	Mortgagor:	DOWDEN THERESA SELIGA		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3626		Doc # 01-2019-5219	$150,000.00	1-2 Family Residence
		250	Mortgage Tax County	$750.00	Red Hook
		260	Mortgage Tax MTA Share	$420.00	
		275	1-6 Family	$375.00	
		276	Mortgage Tax Local	$0.00	
				$1,545.00	
			Receipt Total:	$1,545.00	
28706	9/30/2019	Mortgagor:	CARNEY WILLIAM T		
		Mortgagee:	RHINEBECK BANK		
	Serial # DK3627		Doc # 01-2019-5220	$40,000.00	1-2 Family Residence
		250	Mortgage Tax County	$200.00	Red Hook
		260	Mortgage Tax MTA Share	$90.00	
		275	1-6 Family	$100.00	
		276	Mortgage Tax Local	$0.00	
				$390.00	
			Receipt Total:	$390.00	

Dutchess County Clerk
Mortgage Tax Report

9/1/2019 - 9/30/2019

Municipality Name	Total
Amenia	$1,943.50
Beekman	$40,574.00
Clinton	$7,803.87
Dover	$17,121.00
East Fishkill	$100,651.50
Fishkill	$46,540.73
Hyde Park	$30,240.13
La Grange	$48,107.50
Milan	$13,505.00
North East	$5,863.50
Pawling	$21,441.50
Pine Plains	$4,422.50
Pleasant Valley	$17,836.50
Red Hook	$23,229.39
Rhinebeck	$16,556.50
Stanford	$1,604.50
Town of Poughkeepsie	$102,604.50
Union Vale	$19,064.50
Wappinger	$48,062.00
Washington	$4,758.00
City of Beacon	$45,789.27
City of Poughkeepsie	$36,810.50
Other	$0.00
Total MortgageTax:	**$654,530.39**

Account	Description	Total
250	Mortgage Tax County	$654,530.39
260	Mortgage Tax MTA Share	$375,558.54
270	SONYMA	$26,848.70
275	1-6 Family	$248,918.75
276	Mortgage Tax Local	$0.00
280	Mortgage Tax Held	$12,058.90
Total Tax:		**$1,317,915.28**

Communications

RECEIVED
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By AH 10:38

TOWN OF KENT

25 Sybil's Crossing
Kent Lakes, New York 10512

Yolanda D. Cappelli
Town Clerk

Administrative Office
Tel. (845) 225-2067
Fax. (845) 306-5282

October 2, 2019

To: Town of Carmel
Town of East Fishkill
Town of Patterson
Town of Philipstown
Town of Putnam Valley
Town of Pawling
Town of Southeast
State Park Commission
State Parkway Commission
Putnam County Executive
Putnam County Legislature
Putnam County Planning Department
Dutchess County Executive
Dutchess Country Legislature
Dutchess Country Planning Department

The Kent Town Board will conduct a public hearing, Tuesday, October 22, 2019 at 7:00 p.m., or as soon thereafter, at the Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York, 10512, to consider the attached. Town Board meeting will follow.

Yolanda D. Cappelli

Yolanda D. Cappelli
Town Clerk

TOWN OF KENT
NOTICE OF HEARING

AMENDMENTS TO CHAPTER 77
OF THE KENT TOWN CODE

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Kent, New York, on October 1, 2019 an amendment to Kent Town Code Chapter 77, entitled "Zoning", which amendment will revise Article VII regarding permitted uses in the IOC Zoning District.

NOW THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Kent, New York will hold a public hearing on the aforesaid Amendment at the Town Offices, 25 Sybil's Crossing, Kent, New York, on October 22, 2019 at 7:00 p.m. in the evening of that day at which time all persons interested therein shall be heard. The Town Board will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: October 2, 2019

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF KENT

YOLANDA D. CAPPELLI, TOWN CLERK

ARTICLE VIII
Industrial-Office-Commercial District

§ 77-24. Purpose and permitted uses.

This district is designed to provide areas for medium- to large-scale commercial establishments that are capable of functioning independently of intensive pedestrian traffic and proximity to other firms. These uses typically require direct vehicular access to and visibility from a major arterial highway and collector road. In an IOC District, no building or premises shall be used and no building shall hereinafter be erected, altered or added to unless otherwise provided in this chapter, except for one or more of the following uses:

A. Principal permitted uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.
   (1) (*) Animal hospital, clinic, veterinary office, no kennel or boarding facilities, no crematorium.
   (2) (*) Art gallery, community center.
   (3) (*) Bakery, retail, wholesale, no drive-in or drive-through.
   (4) (*) Bank or financial services.
   (5) (*) Bowling alleys.
   (6) (*) Club, health and fitness.
   (7) (*) Commercial recreation facility.
   (8) (*) Conference facility.
   (9) (*) Country clubs.
   (10) (*) Delicatessen, no drive-in or drive-through.
   (11) (*) Eleemosynary institutions (other than correctional institutions, drug rehabilitation centers or institutions for the insane, but excluding administrative headquarters or branch office buildings thereof), subject to the following requirements:
      (a) The minimum lot area shall be five acres.
      (b) No building or part thereof or any parking or loading area shall be located within 150 feet of any street or lot line.
   (12) (*) Fraternal clubs, membership clubs, recreational clubs.
   (13) (*) Funeral homes; no crematorium.
   (14) (*) Golf courses.
   (15) (*) Hospitals authorized by the Department of Health of the State of New York, excluding hospitals with facilities for correctional purposes, subject to the following requirements:
      (a) The minimum lot area shall be five acres.
      (b) No building or part thereof and no parking or loading area shall be located within 150 feet of any street or lot line.

(16) (*) Hotel, motel, inns.
(17) (*) Kennel, provided:
  (a) The minimum lot area is three acres.
  (b) No dog kennel, runway or exercise pen shall be located within 150 feet of any lot line.
(18) (*) Laundry, laundromat, dry cleaner.
(19) (*) Indoor theater.
(20) (*) Industrial and manufacturing uses.
(21) (*) Industrial park.
(22) (*) Motor vehicles sales, rental and service, with or without accessory repair facilities, subject to the following requirements:
  (a) Entrance and exit driveways shall have an unrestricted width of not less than 12 feet and shall be so laid out as to avoid the necessity of any vehicle backing out into any public right-of-way.
  (b) Vehicle lifts or pits, dismantled vehicles and all parts and supplies shall be located within a building enclosed on all sides.
  (c) All services or repair of motor vehicles shall be conducted in a building enclosed on all sides. This requirement shall not be construed to mean that the doors to any repair shop must be kept closed at all times.
  (d) Gasoline or flammable oils in bulk shall be stored fully underground, not nearer than three feet to any street line or 10 feet to any other lot line.
  (e) No commercial sale of gasoline shall be permitted, nor shall any pump be located in a front or side yard.
  (f) No inoperative or partially dismantled automobile shall be stored on the premises for more than 90 days. All such vehicles shall be screened from view.
(23) (*) Museums.
(24) (*) Nurseries, greenhouses and vegetable stands.
(25) (*) Nursery schools, family day-care home, or day-care centers subject to § 77-34.5 of this chapter.
(26) (*) Office for business, professional and medical use.
(27) (*) Office park.
(28) (*) Outdoor recreation, including miniature golf courses, archery ranges, driving ranges and skating rinks.
(29) (*) Personal service business, no drive-through.
(30) (*) Places of religious worship.
(31) (*) Public utility structures.
(32) (*) Restaurant, no drive-through.
(33) (*) Retail business, no drive-through.
(34) (*) Service business, no drive-through.

(35) (*) Shopping center.
(36) (*) Supermarket, grocery store.
(37) (*) Swimming pool and pool accessory sales.
(38) (*) Veterinary office, clinic, no crematorium.
(39) (*) Warehouse, storage and distribution facility.
(40) (*) Wholesale, indoor storage and warehousing establishments, but excluding trucking terminals and the storage of coal, coke and fuel oil.

B. Permitted accessory uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.
(1) (*) Off-street parking and loading in accordance with the provisions of Article XI of this chapter.
(2) (*) Streets, roads, driveways, utilities, and infrastructure subject to § 77-6D.
(3) (*) Accessory signs in accordance with the provisions of Article X of this chapter.
(4) Satellite antennas which receive and/or transmit, are less than two meters in maximum diameter, and which do not produce or contribute to the production of emission levels exceeding the emission standards adopted, from time to time, by the FCC, based on the maximum equipment output.
(5) (*) Other customary accessory uses.

C. Special uses permitted subject to the approval by the Planning Board in accordance with the provisions of § 77-59 of this chapter. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.
(1) (*) Adaptive reuse of existing residential structure for nonresidential office use.
(2) (*) Adult business use subject to § 77-44.2 of this chapter.
(3) (*) Communication facilities subject to the following requirements:
(a) The communication facility may be located on a lot occupied by a principal use provided that the lot area is no less than the minimum lot area set forth below.
(b) The maximum height of any communication tower shall not exceed 150 feet.
(c) For the purposes of calculating maximum lot coverage, coverage by a communication tower shall include the outer rectangular area drawn about the perimeter of the tower's base and any anchoring (such as guy wires), and any support foundation for the tower and ground-mounted equipment.
(d) For a communication tower with a height of 80 feet or less, no part thereof shall be located within a distance

equal to the height of the communication tower, plus the minimum yard area requirements set forth below, of any street or lot line.

(e) For a communication tower with a height in excess of 80 feet, no part thereof shall be located with a distance equal to twice the height of the communication tower of any street or lot line.

(f) All communication facilities shall be subject to the additional supplementary use requirements and standards set forth in § 77-44.1 of this chapter.

(4) (*) Contractor business office with or without accessory contractor yard.

(5) (*) Motor vehicle repair shop, motor vehicle service station, with or without convenience store, with or without car wash and commercial garage subject to the following requirements:

(a) Exterior storage or display of materials and materials offered for sale is prohibited.

(b) No building permit shall be issued for any such establishment within a distance of 500 feet of any school, public or private, religious institution, hospital, library, park, nursing home, extended-care facility, alternate care housing, or any similar institution or other place of public assembly designed for occupancy by more than 50 persons, said distance to be measured in a straight line along or across a street between the nearest points of each of the lots or premises, regardless of the district where either premises is located.

(c) Entrance and exit driveways shall have an unrestricted width of not less than 12 feet nor more than 20 feet, shall be located not nearer than 10 feet to any lot line and shall be so laid out as to avoid the necessity of any vehicle backing into any public right-of-way.

(d) Vehicle lifts or pits, dismantled automobiles, all parts or supplies, goods, equipment, materials, refuse, garbage or debris shall be located within a building enclosed on all sides.

(e) No inoperative or partially dismantled automobile shall be stored on the premises for more than 90 days. All such vehicles shall be screened from view.

(f) All service or repair of motor vehicles shall be conducted in a building enclosed on all sides. This requirement shall not be construed to mean that the doors to any repair shop must be kept closed at all times.

(g) Gasoline or oils in bulk, including waste oil, shall be stored fully underground not nearer than three feet to any street line or 10 feet to any other lot line, and the top of the tank shall be not less than two feet below the surface of the ground.

(h) Gasoline pumps, lubrication equipment and other devices shall be located not nearer than 20 feet from any street or other lot line.

(i) Signage shall conform to the provisions of § 77-37. In addition, the following signs shall also be permitted:

[1] Signs advertising for each grade of gasoline, the sales price and taxes with an area not exceeding 12 inches wide by 12 inches in height posted so as to be clearly visible to motor vehicle drivers shall be permitted on each pump.

[2] Each pump may also be marked with the brand name and quality of gasoline, with such sign not exceeding 24 inches square. In the case of self-service gasoline pumps, not more than one sign with an area of not more than 10 square feet shall be permitted on each side of each pump island for instructional purposes and identification of self-service.

(j) If a car wash is involved, the following restrictions shall apply:

[1] Lot size shall be a minimum of two acres, and such lot shall have street frontage of at least 200 feet.

[2] All washing and machine-drying operations shall be conducted within a structure.

[3] No washing, vacuuming, steam-cleaning, waxing, polishing nor machine-drying operation, nor building within which such operations are conducted, shall be permitted within 100 feet of a residential building located in a residence district.

[4] All entrance and exit lanes and parking areas shall be surfaced with an asphaltic or portland cement pavement so as to provide a durable and dustless surface and shall be so graded and drained as to dispose of all drainage water therein in a manner that does not adversely impact adjacent properties, uses and abutting roadways.

[5] Exit drives for new facilities shall be designed to avoid the accumulation of water on the surface normally traversed by exiting vehicles. The exit drive shall have a minimum length of 150 feet located past the wash facility structure and incorporate speed bumps

Designed to shake the vehicle sufficiently to remove
As much wash water as possible prior to the vehicle's
Exiting the site

(6) (*) Personal service business, with drive-through.

(7) (*) Restaurant, with drive-through.

(8) (*) Retail business, with drive-through.

(9) (*) Service business with drive-through.

(10) (*) Truck terminal.

(11) (*) Buildings greater than three stories or 40 feet in height not exceeding 5 stories or 60 feet in height.

S. 77-25. Lot and bulk requirements

A. The minimum lot area shall not be less than 60,000 square feet.

B. The minimum lot width, measured at the street line, shall not be less than 200 feet.

C. The minimum highway frontage shall not be less than 200 feet as measured along a single unbroken linear length at the street line.

D. The maximum building coverage shall not exceed 50% of the total lot area.

E. The maximum impervious surface coverage shall not exceed 75% of the total lot area.

F. Minimum yards. Yards shall have the following minimum setbacks.

(1) Front yard: 40 feet.

(2) Each side yard: 20 feet.

(3) Rear yard: 40 feet.

G. Minimum distance from accessory building or uses, including off-street parking and loading, to any property line shall not be less than 25 feet.

H. Maximum building height is

(1) three stories or 40 feet, **or**

(2) five stories or 60 feet pursuant to S. 77-24 (C) (11)

I. Each lot shall be a buildable lot as set forth in S. 77-34.3.

MARCUS J. MOLINARO
COUNTY EXECUTIVE

JESSICA A. WHITE
BUDGET DIRECTOR

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OCT 10 2019
By JH 3:45

COUNTY OF DUTCHESS
BUDGET OFFICE

Memo

To: John D. Metzger, Chairman, Budget, Finance & Personnel Committee
Will Truitt, Vice Chairman, Budget, Finance & Personnel Committee

From: Jessica White, Budget Director

Subject: **Contingency and Capital Reserve Account Status**

Date: October 10, 2019

As of October 10, 2019, the **General Contingency-A1990.4007** reflects a balance of **$192,772.**

Contingency – Adopted		**$1,000,000**
Approved Resolutions		
2019098	Amending the 2019 Adopted County Budget as it pertains to the Department of Behavioral and Community Health.	(128,043)
2019121	Amending the 2019 Adopted County Budget as it pertains to the Board of Elections.	(629,185)
2019235	Amending the 2019 Adopted County Budget as it pertains to PFOA/PFOS Investigation in and around the Hudson Valley Regional Airport.	(50,000)
Contingency Balance after adopted amendments:		**$192,772**

22 Market Street, Poughkeepsie, New York 12601 • (845) 486-2010 • Fax: (845) 486-2021
countybudget@dutchessny.gov
www.dutchessny.gov

The proposed change to the General Contingency per the Legislature's agenda for the October 15, 2019 Board Meeting is as follows:

Proposed Resolutions

2019268	Public Health Nuisance Appropriation, not to exceed $100,000, for Cooper Road Mobile Home Park in the Town of Wappinger.	(100,000)

Contingency Balance after proposed amendments: $92,772

As of October 10, 2019, the **Capital Reserve** account reflects an available balance of **$159,525**.

Capital Reserve beginning balance: $625,128

Approved Resolutions

2019083	Amending the 2019 Adopted County Budget as it pertains to PFOA/PFOS Investigation in and around the Hudson Valley Regional Airport.	(165,000)
2019084	Authorizing a grant agreement with the Federal Aviation Administration for funding of an airport master plan update at the Hudson Valley Regional Airport and amending the 2019 Adopted County Budget as it pertains to the Department of Public Works – Airport (EA0367)	(27,150)
2019085	Authorizing a grant agreement with the Federal Aviation Administration for funding of a design study for airport guidance sign replacement at the Hudson Valley Regional Airport and amending the 2019 Adopted County Budget as it pertains to the Department of Public Works – Airport (EA0367)	(3,300)
2019105	Authorizing County Executive to sign grant agreement with Federal Aviation Administration and New York State Department of Transportation (NYSDOT) and authorizing use of county funds for purchase of snow removal carrier vehicle and to purchase additional equipment in connection with The Hudson Valley Regional Airport.	(167,500)

2019161	Authorizing a transfer of funds from the Capital Reserve Fund to pay a portion of the cost of highway equipment associated with Capital Projects.	(11,235)
2019191	Authorizing execution of assignment regarding PSA between CSX and Scenic Hudson Land Trust, Inc., to acquire parcels in the city and Town of Poughkeepsie for future Rail Trail use and amending the 2019 adopted County Budget to create a Capital Account.	(98,000)

Capital Reserve balance after approved amendments: * **$159,525**
*Includes interest earned

There are no proposed changes to the Capital Reserve per the Legislature's Agenda for the October 15, 2019 Board Meeting.

JW:gp
encl.
c: Marcus J. Molinaro, County Executive
A. Gregg Pulver, Chairman of the Legislature
Don Sagliano, Majority Leader
Hannah Black, Minority Leader
Carolyn Morris, Clerk of the Legislature
Heidi Seelbach, Commissioner of Finance

Dutchess County

Contingency Memo

Through Date: 10/10/2019

Prior Fiscal Year Activity Included

Organization	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Expenditures									
Account: 4007 - General Contingency									
A.1990 - General Fund,Contingency & Vac Fctr	$1,000,000.00	($807,228.00)	$192,772.00	$0.00	$0.00	$0.00	$192,772.00	0%	$0.00
4007 - General Contingency	$1,000,000.00	($807,228.00)	$192,772.00	$0.00	$0.00	$0.00	$192,772.00	0%	$0.00
Expenditure Grand Totals:	$1,000,000.00	($807,228.00)	$192,772.00	$0.00	$0.00	$0.00	$192,772.00	0%	$0.00
Grand Totals:	($1,000,000.00)	$807,228.00	($192,772.00)	$0.00	$0.00	$0.00	($192,772.00)		$0.00

COUNTY OF DUTCHESS, NEW YORK

Basic Financial Statements, Required Supplementary Information and Federal Awards Information for the Year Ended December 31, 2018 and Independent Auditors' Reports

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Drescher & Malecki LLP
3083 William Street, Suite 5
Buffalo, New York 14227
Telephone: 716.565.2299
Fax: 716.565.2201

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

Honorable County Executive and County Legislature
County of Dutchess, New York:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the major discretely presented component units, the aggregate nonmajor discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Dutchess, New York (the "County"), as of and for the year ended December 31, 2018 (with the Dutchess Community College for the fiscal year ended August 31, 2018), and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The County's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Dutchess County Local Development Corporation (the "Corporation"), which represents 8.6 percent of the assets and 9.4 percent of the revenues of the business-type activities. We did not audit the financial statements of the Dutchess Community College (the "College"), the Dutchess County Resource Recovery Agency (the "Agency"), or the Dutchess County Water and Wastewater Authority (the "Authority"), which represent 54.5 percent, 10.6 percent, and 34.9 percent, respectively, of the assets, and 78.9 percent, 11.9 percent, and 9.2 percent, respectively, of the revenues of the major discretely presented component units. We did not audit the financial statements of the Dutchess County Industrial Development Agency (the "IDA") or the Dutchess County Soil and Water Conservation District (the "SWCD"), which are aggregated and presented as nonmajor component units, and represent 92.3 percent and 7.7 percent, respectively, of the assets, and 50.3 percent and 49.7 percent, respectively, of the revenues of the aggregate nonmajor discretely presented component units. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Corporation, College, Agency, Authority, IDA and SWCD, is based solely on the reports of such other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the major discretely presented component units, the aggregate nonmajor discretely presented component units, each major fund, and the aggregate remaining fund information of the County, as of December 31, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 2 to the financial statements, during the year ended December 31, 2018, the County implemented Governmental Accounting Standards Board ("GASB") Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and other Required Supplementary Information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The Schedule of Expenditures of Federal Awards, as required by the audit requirements of Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"), is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 25, 2019 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Drucker & Malecki LLP

September 25, 2019

As management of the County of Dutchess, New York (the "County"), we offer readers of the County's financial statements this narrative overview and analysis of the County's financial activities for the fiscal year ended December 31, 2018. The information provided here should be read in conjunction with additional information that we have furnished in the County's financial statements and notes to the financial statements, which follow this narrative. For comparative purposes, certain items from the prior year have been reclassified to conform with the current year presentation.

Financial Highlights

- The liabilities and deferred inflows of resources of the County's primary government exceeded its assets and deferred outflows of resources at December 31, 2018 by $214,411,985. This consists of $85,307,470 net investment in capital assets, $26,966,561 restricted for specific purposes, offset by an unrestricted net position of $(326,686,016).
- The County's primary government net position decreased $15,438,983 during the year ended December 31, 2018. Governmental activities decreased the County's net position by $13,121,439, and the net position of business-type activities decreased by $2,317,544.
- As of December 31, 2018, the County's governmental funds reported combined ending fund balances of $119,482,634, an increase of $12,619,189 in comparison with the prior year. This increase was primarily due to the issuance of serial bonds to finance capital projects. This increase was partially offset by additional capital outlay during the year.
- At the end of the current fiscal year, *unassigned fund balance* for the General Fund was $52,447,832, or 11.5 percent of total General Fund expenditures and transfers out. This total amount is available for spending at the County's discretion and constitutes approximately 54.9 percent of the General Fund's total fund balance of $95,605,340 at December 31, 2018.
- The County's governmental activities' serial bonds, excluding it's blended component unit's serial bonds, increased by $40,534,055 during the current year as a result of two serial bond issuances of $13,517,400 and $40,000,000, respectively and scheduled principal payments of $12,983,345. The newly issued serial bonds mature in 2038 and 2048, respectively, and carry interest rates ranging from 3.0 percent to 4.0 percent.

Overview of the Financial Statements

The discussion and analysis provided here are intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements—The *government-wide financial statements* are designed to provide readers with a broad overview of the County's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the County's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as *net position.* Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

The *statement of activities* presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the County that are primarily supported by taxes and intergovernmental revenues (*governmental activities)* from other functions that are intended to recover all, or a significant portion, of their costs through user fees and charges (*business-type activities)*. The governmental activities of the County include general government support, education, public safety, health, transportation, economic assistance and opportunity, culture and recreation, and home and community services. The business-type activities of the County include the Airport and Transportation enterprise funds, along with the Dutchess County Local Development Corporation blended component unit.

The government-wide financial statements include not only the County and its blended component units (known as the *primary government)*, but also the Dutchess Community College, the Dutchess County Resource Recovery Agency, the Dutchess County Water and Wastewater Authority, the Dutchess County Industrial Development Agency and the Dutchess County Soil and Water Conservation District discretely presented component units, for which the County is financially accountable. Financial information for the component units is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found on pages 16-17 of this report.

Fund financial statements—A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds—*Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds' balance sheet and the governmental funds' statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The County maintains six individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the Capital Projects Fund, and the Dutchess Tobacco Asset Securitization Corporation ("DTASC"), which are considered to be major funds. Data from the other three governmental funds, which include the County Road Fund, Road Machinery Fund and Community Development Fund, are combined into a single, aggregated presentation.

The basic governmental fund financial statements can be found on pages 18-21 of this report.

Proprietary funds—The County maintains two enterprise funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The County uses enterprise funds to account for its Airport operations, as well as its Transportation operations. Additionally, the Dutchess County Local Development Corporation, a blended component unit, is reported as an enterprise fund.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Airport and Transportation, both of which are considered to be major funds, and the Dutchess County Local Development Corporation.

The basic proprietary fund financial statements can be found on pages 22-25 of this report.

Fiduciary funds—Fiduciary funds are used to account for resources held for the benefit of parties outside the County. Fiduciary funds are *not* reported in the government-wide financial statements because the resources of the funds are not available to support the County's own programs. The accounting for fiduciary funds is much like that used for proprietary funds.

The County maintains two different types of fiduciary funds. The Private Purpose Trust Fund is used to account for trust arrangements for which cemetery plots are maintained. The Agency Fund reports resources held by the County in a custodial capacity for individuals, private organizations and other governments.

The fiduciary fund financial statements can be found on pages 26-27 of this report.

Major discretely presented component units—The combining statements of major discretely presented component units present the major component units in separate columns.

The combining statements of major discretely presented component units can be found on pages 28-29 of this report.

Notes to the financial statements—The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 30-92 of this report.

Other information—In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the County's net pension liability, changes in the County's total other postemployment benefits ("OPEB") obligation, and the County's budgetary comparison for the General Fund. Required Supplementary Information and the related notes to the Required Supplementary Information can be found on pages 93-104 of this report.

The Federal Awards Information section presents the County's Schedule of Expenditures of Federal Awards. This section can be found on pages 105-116 of this report.

Government-wide Financial Analysis

As noted earlier, net position over time may serve as a useful indicator of a government's financial position. In the case of the County's primary government, liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources by $(214,411,985) at the close of the most recent fiscal year, as compared to a net position of $(198,973,002), as restated, at the close of the fiscal year ended December 31, 2017.

Table 1—Condensed Statements of Net Position—Primary Government

	Governmental Activities		Business-type Activities		Total Primary Government	
	December 31,		December 31,		December 31,	
	2018	2017 (as restated)	2018	2017 (as restated)	2018	2017 (as restated)
Current assets	$ 259,450,239	$ 232,786,011	$ 11,344,968	$ 8,649,230	$ 270,795,207	$ 241,435,241
Noncurrent assets	238,828,708	212,964,091	24,762,929	28,263,169	263,591,637	241,227,260
Total assets	498,278,947	445,750,102	36,107,897	36,912,399	534,386,844	482,662,501
Deferred outflows of resources	79,645,986	40,499,993	296,565	181,338	79,942,551	40,681,331
Current liabilities	102,350,415	89,966,702	1,292,876	765,440	103,643,291	90,732,142
Noncurrent liabilities	659,628,839	606,622,990	4,898,654	4,016,915	664,527,493	610,639,905
Total liabilities	761,979,254	696,589,692	6,191,530	4,782,355	768,170,784	701,372,047
Deferred inflows of resources	60,395,615	20,988,900	174,981	36,043	60,570,596	21,024,943
Net position:						
Net investment in capital assets	63,738,872	71,721,676	21,568,598	26,031,387	85,307,470	97,753,063
Restricted	26,966,561	24,556,841	-	-	26,966,561	24,556,841
Unrestricted	(335,155,369)	(327,607,014)	8,469,353	6,243,952	(326,686,016)	(321,363,062)
Total net position	$(244,449,936)	$(231,328,497)	$ 30,037,951	$ 32,275,339	$(214,411,985)	$ (199,053,158)

The largest portion of the County's primary government net position, $85,307,470, reflects its net investment in capital assets (such as land, buildings, machinery, equipment, and infrastructure), less any related outstanding debt that was used to acquire these assets. The County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of net position, $26,966,561, represents resources that are subject to external restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

The remaining balance of the County's net position, $(326,686,016), is considered to be an unrestricted deficit. This deficit does not mean that the County does not have resources available to meet its obligations in the ensuing year. Rather, it reflects liabilities not related to the County's capital assets and are not expected to be repaid from current resources. These long-term liabilities including compensated absences, environmental clean up, other postemployment benefits ("OPEB") obligations, claims payable, and net pension liability are funded annually within the funds.

Table 2, as presented below, shows the changes in net position for the years ended December 31, 2018 and December 31, 2017.

Table 2—Condensed Statement of Changes in Net Position—Primary Government

	Governmental Activities		Business-type Activities		Total Primary Government	
	Year Ended December 31,		Year Ended December 31,		Year Ended December 31,	
	2018	2017 (as restated)	2018	2017 (as restated)	2018	2017 (as restated)
Revenues:						
Program revenues	$ 160,263,172	$ 155,938,567	$ 11,434,780	$ 12,782,990	$ 171,697,952	$ 168,721,557
General revenues	326,124,033	310,101,377	330,686	411,649	326,454,719	310,513,026
Total revenues	486,387,205	466,039,944	11,765,466	13,194,639	498,152,671	479,234,583
Total program expenses	495,771,338	488,761,544	17,820,316	15,150,837	513,591,654	503,912,381
Transfers	(3,737,306)	(1,415,647)	3,737,306	1,415,647	-	-
Change in net position	(13,121,439)	(24,137,247)	(2,317,544)	(540,551)	(15,438,983)	(24,677,798)
Net position—beginning, as restated	(231,328,497)	(47,024,129)	32,355,495	32,855,968	(198,973,002)	(14,168,161)
Restatement	-	(160,167,121)	-	40,078	-	(160,127,043)
Net position—ending	$ (244,449,936)	$ (231,328,497)	$ 30,037,951	$ 32,355,495	$ (214,411,985)	$ (198,973,002)

Governmental activities—Governmental activities decreased the County's net position by $13,121,439, primarily due to the increase in the County's other postemployment benefits obligation.

A summary of sources of revenues for governmental activities for the years ended December 31, 2018 and 2017 is presented below.

Table 3—Summary of Sources of Revenues—Governmental Activities

	Year Ended December 31,		Increase/(Decrease)	
	2018	2017	Dollars	Percent (%)
Charges for services	$ 24,971,724	$ 27,086,471	$ (2,114,747)	(7.8)
Operating grants and contributions	127,735,826	119,896,780	7,839,046	6.5
Capital grants and contributions	7,555,622	8,955,316	(1,399,694)	(15.6)
Property taxes and tax items	116,473,091	117,564,117	(1,091,026)	(0.9)
Non-property taxes	204,029,388	188,319,641	15,709,747	8.3
Tobacco settlement revenues	3,072,797	2,950,058	122,739	4.2
Other	2,548,757	1,267,561	1,281,196	101.1
Total revenues	$ 486,387,205	$ 466,039,944	$ 20,347,261	4.4

The most significant source of revenues is non-property taxes, which accounts for $204,029,388, or 41.9 percent of total governmental activities revenues for the year ended December 31, 2018, and $188,319,641, or 40.4 percent of total governmental activities revenues for the year ended December 31, 2017. The next largest source of revenues is operating grants and contributions, which comprises $127,735,826, or 26.3 percent, and $119,896,780, or 25.7 percent of total governmental activities revenues for the years ended December 31, 2018 and 2017, respectively. The third largest source of revenues is property taxes and tax items, which comprises $116,473,091, or 23.9 percent, and

$117,564,117, or 25.2 percent of total governmental activities revenues for the years ended December 31, 2018 and 2017, respectively.

During the year ended December 31, 2018, non-property taxes increased $15,709,747 due to better sales tax collections, while operating grants and contributions increased $7,839,046 due to an increase in reimbursable costs related to state and federal aid.

A summary of program expenses of governmental activities for the years ended December 31, 2018 and 2017 is presented below in Table 4.

Table 4—Summary of Program Expenses—Governmental Activities

	Year Ended December 31,		Increase/(Decrease)	
	2018	2017	Dollars	Percent (%)
General government support	$ 103,400,017	$ 95,009,158	$ 8,390,859	8.8
Education	19,539,408	16,460,944	3,078,464	18.7
Public safety	91,410,893	96,843,674	(5,432,781)	(5.6)
Health	69,000,362	67,282,956	1,717,406	2.6
Transportation	27,624,140	25,620,076	2,004,064	7.8
Economic assistance and opportunity	157,970,061	162,163,516	(4,193,455)	(2.6)
Culture and recreation	5,560,046	5,011,892	548,154	10.9
Home and community services	14,767,386	13,958,504	808,882	5.8
Interest and other fiscal charges	6,499,025	6,410,824	88,201	1.4
Total program expenses	$ 495,771,338	$ 488,761,544	$ 7,009,794	1.4

The County's most significant expense items for governmental activities were economic assistance and opportunity of $157,970,061, or 31.9 percent of total governmental activities expenses, general government support of $103,400,017, or 20.9 percent of total governmental activities expenses, and public safety of $91,410,893, or 18.4 percent of total governmental activities expenses for the year ended December 31, 2018. For the year ended December 31, 2017 significant expense items were economic assistance and opportunity of $162,163,516, or 33.2 percent of total governmental activities expenses, public safety of $96,843,674, or 19.8 percent of total governmental activities expenses, and general government support of $95,009,158, or 19.4 percent of total governmental activities expenses.

During the year ended December 31, 2018, expenses increased mainly due to increased allocable employee benefits expenses attributable to the County's other postemployment benefits obligation and workers' compensation liabilities, coupled with an increase distribution of sales tax owed to local governments.

Business-type activities—Business-type activities decreased the County's net position by $2,317,544. The County's airport and transportation operations decreased the business-type activities net position by $109,105 and $2,352,628, respectively, while the Local Development Corporation activities increased the business-type activities net position by $144,189. For the year ended December 31, 2018, operating revenues increased 22.3 percent, while expenses increased 17.6 percent.

A summary of operating revenues and operating expenses for the County's business-type activities for the years ended December 31, 2018 and 2017 is presented on the following page.

Table 5—Summary of Operating Revenues and Expenses—Business-type Activities

	Year Ended December 31,		Increase/(Decrease)	
	2018	2017	Dollar	Percent (%)
Operating revenues:				
Charges for services	$ 3,430,878	$ 3,304,745	$ 126,133	3.8
Operating grants and revenues	7,166,313	5,220,946	1,945,367	37.3
Other revenue	108,868	231,047	(122,179)	(52.9)
Total operating revenues	$ 10,706,059	$ 8,756,738	$ 1,949,321	22.3
Operating expenses:				
Personal services and employee benefits	$ 1,171,792	$ 1,378,932	$ (207,140)	(15.0)
Depreciation	5,056,118	4,500,246	555,872	12.4
Contracted services	11,481,212	9,177,421	2,303,791	25.1
Total operating expenses	$ 17,709,122	$ 15,056,599	$ 2,652,523	17.6

The County's business-type activities operating revenues for the year ended December 31, 2018 increased 22.3 percent from the previous year, resulting primarily from an increased operating grants from state and federal transportation grants.

Additionally, the most significant expense items for the year ended December 31, 2018 were contracted services, which accounted for $11,481,212, or 64.8 percent of total expenses, and depreciation expense of $5,056,118, or 28.6 percent of total expenses. Similarly, for the year ended December 31, 2017, the most significant expense items were contracted services, which accounted for $9,177,421, or 61.0 percent of total expenses, and depreciation expense of $4,500,246, or 29.9 percent of total expenses. Operating expenses increased 17.1% from the year ended December 31, 2017, due primarily to increases in transportation expenses related to matching grant activity.

Financial Analysis of the Governmental Funds

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental funds—The focus of the County's *governmental funds* is to provide information on *spendable* resources. Such information is useful in assessing the County's financing requirements. In particular, *unassigned fund balance* and *fund balance assigned to specific use* in special revenue funds may serve as a useful measure of a government's net resources available for discretionary use, as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the County itself, or a group or individual that has been delegated authority to assign resources for particular purposes by the County Legislature.

At December 31, 2018, the County's governmental funds reported combined ending fund balances of $119,482,634, an increase of $12,619,189 in comparison with the prior year. The County had *unassigned fund balance* in the General Fund and *assigned to specific use* in special revenue funds of $54,644,743, which is available for spending at the County's discretion or amounts within special revenue funds that are not restricted or committed. The remainder of fund balance is either *nonspendable, restricted,* or *assigned* to indicate that it is: (1) not in spendable form, $4,597,992; (2) restricted for particular purposes, $40,907,633; or (3) assigned for particular purposes, $19,332,266.

The General Fund is the chief operating fund of the County. At the end of the current fiscal year, *unassigned fund balance* of the General Fund was $52,447,832, while total fund balance was $95,605,340. The General Fund fund balance increased $1,415,521 from the prior year. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total expenditures and transfers out. Unassigned fund balance represents 11.5 percent of General Fund expenditures and transfers out, while total fund balance represents 21.0 percent of that same amount.

The fund balance in the Capital Projects Fund increased $12,623,560 from the prior year, resulting in fund balance of $17,056,474 as of December 31, 2018. The increase in the Capital Projects Fund is primarily due to the County's serial bond issuance in the amount of $53,417,400, which was partially offset by capital outlay costs of $48,246,806.

At December 31, 2018, the DTASC Fund reported restricted fund balance of $3,350,864 to be used for upcoming payments of principal and interest; and the remaining fund balance, $62,391, constitutes assigned fund balance which is available for spending towards DTASC activities.

Proprietary funds—The County's proprietary funds provide the same type of information found in business-type activities of the governmental-wide financial statements, but in more detail.

Net position of the Airport Fund at December 31, 2018 totaled $14,382,054, which included $12,321,782 net investment in capital assets and an unrestricted net position of $2,060,272. The Airport Fund net position decreased $109,105 during the year ended December 31, 2018 as a result of increased depreciation costs.

Net position of the Transportation Fund at December 31, 2018 totaled $12,608,019, which included $9,189,992 net investment in capital assets and unrestricted net position of $3,418,027. The Transportation Fund net position decreased $2,352,628 as a result of decreased County contributions.

Net position of the Dutchess County Local Development Corporation at December 31, 2018 totaled $3,047,878, which included $56,824 net investment in capital assets and unrestricted net position of $2,991,054. The Dutchess County Local Development Corporation net position increased $144,189 as a result of revenues exceeding costs of operation.

General Fund Budgetary Highlights

The County's General Fund budget generally contains budget amendments during the year. The budget is allowed to be amended upward (increased) for prior year's encumbrances since the funds were allocated under the previous year's budget, and the County has appropriately assigned an equal amount of fund balance at year-end for this purpose. Furthermore, the budget is allowed to be amended upward (increased) for additional current year appropriations supported by an increase in budgeted revenues. A budgetary comparison schedule within the required supplementary information section of this report has been provided to demonstrate compliance with their budget.

A summary of the General Fund results of operations for the year ended December 31, 2018 is presented in Table 6 below.

Table 6—General Fund Budget

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues and other financing sources	$ 437,639,215	$ 445,969,915	$ 457,169,490	$ 11,199,575
Expenditures and other financing uses	454,010,661	466,411,753	455,753,969	10,657,784
Excess (deficiency) of revenues and other financing sources over expenditures and other financing uses	$ (16,371,446)	$ (20,441,838)	$ 1,415,521	$ 21,857,359

Original budget compared to final budget—During the year the budget is modified, primarily to reflect the acceptance of new state and federal grants. These grants explain the majority of increases in revenues and expenditures from the original adopted budget to the final budget. Additionally, significant transfers and amendments to the budget included $4,070,392 supplemental appropriations, mainly within home and community services to provide funding for ongoing activities.

Final budget compared to actual results—The General Fund had a favorable variance from the final budget of $21,857,359. The primary positive variances were realized from unanticipated sales tax, as well as lower than expected costs within economic assistance and opportunity related to the administration of social services programs. There was also a significant positive variance related to employee benefits throughout various County departments.

Capital Assets and Debt Administration

Capital assets—The County's investment in capital assets for its governmental activities and business-type activities as of December 31, 2018 amounted to $231,330,951 and $24,762,929, respectively (net of accumulated depreciation). This investment in capital assets includes land, right of way easements, construction in progress, infrastructure, buildings and building improvements and machinery and equipment. All depreciable capital assets were depreciated from acquisition date to the end of the current year as outlined in the County's capital asset policy.

Capital assets, net of depreciation, for the governmental activities and business-type activities at the years ended December 31, 2018 and 2017 are presented in Table 7 below.

Table 7—Summary of Capital Assets (Net of Depreciation)

	Governmental Activities		Business-type Activities		Total Primary Government	
	2018	2017	2018	2017	2018	2017
Land	$ 12,564,155	$ 12,440,941	$ 3,385,364	$ 3,385,364	$ 15,949,519	$ 15,826,305
Right of way and easements	14,872,417	14,326,702	-	-	14,872,417	14,326,702
Construction in progress	42,205,753	16,816,391	1,968,822	745,117	44,174,575	17,561,508
Infrastructure	92,610,979	93,519,587	9,484,099	11,056,148	102,095,078	104,575,735
Buildings and improvements	46,374,282	49,972,222	3,020,023	3,397,005	49,394,305	53,369,227
Improvements other than buildings	6,851,077	3,768,595	-	-	6,851,077	3,768,595
Machinery and equipment	15,852,288	14,339,022	6,904,621	9,676,200	22,756,909	24,015,222
Total	$ 231,330,951	$ 205,183,460	$ 24,762,929	$ 28,259,834	$ 256,093,880	$ 233,443,294

The County's infrastructure assets are recorded at historical cost in the government-wide and proprietary fund financial statements. The County has elected to depreciate its infrastructure assets. Additional information on County's capital assets can be found in Note 5 to the basic financial statements.

Long-term debt—The New York State Local Finance Law limits the County's power to contract indebtedness to 7% of the five-year average full valuation of taxable real estate. At the end of 2018, the County's governmental activities outstanding bonded debt totaled $130,205,609 (excluding DTASC) and represents approximately 6.2% of the County's debt limit.

A summary of the County's long-term liabilities at December 31, 2018 and December 31, 2017 is presented below in Table 8:

Table 8—Summary of Long-Term Liabilities

	Governmental Activities December 31,		Business-type Activities December 31,		Total Primary Government December 31,	
	2018	2017 (as restated)	2018	2017 (as restated)	2018	2017 (as restated)
Bonds payable	$ 195,599,818	$ 155,746,521	$ 3,194,331	$ 2,228,447	$ 198,794,149	$ 157,974,968
Compensated absences	9,544,888	9,437,501	33,781	39,265	9,578,669	9,476,766
Environmental clean up	8,000	124,000	-	-	8,000	124,000
Workers' compensation and general claims	29,358,305	30,454,247	-	-	29,358,305	30,454,247
Other postemployment benefits	410,430,151	367,611,394	1,616,701	1,448,036	412,046,852	369,059,430
Net pension liability	14,687,677	43,249,327	53,841	196,573	14,741,518	43,445,900
Total	$ 659,628,839	$ 606,622,990	$ 4,898,654	$ 3,912,321	$ 664,527,493	$ 610,535,311

Total outstanding long-term liabilities increased by $53,992,182 from prior year. Major factors that contributed to this increase include:

- Bonds payable increased in the governmental and business-type activities by $39,853,297 and $965,884, respectively. During the year ended December 31, 2018, the County's primary government issued general improvement serial bonds in the amount of $54,949,536, offset by scheduled principal payments of $13,475,001.

- The net pension liability decreased in the governmental and business-type activities by $28,561,650 and $142,732, respectively. The liability is based on actuarial results related to the New York State retirement contribution programs.

- Obligations for other postemployment benefits ("OPEB") increased in the governmental and business-type activities by $42,818,757 and $168,665, respectively. This obligation is a commitment the County has made to its employees pursuant to contract negotiations. As health costs have risen dramatically over the past several years, County management has attempted to address these costs as new contracts have been negotiated. Newer contracts require greater employee contributions and increased length of employment to qualify for retiree health benefits.

Additional information on the County's long-term liabilities can be found in Note 13 to the financial statements.

Economic Factors and Next Year's Budgets and Rates

Dutchess County, like other counties in New York State, is challenged on a fiscal level by State and Federal imposed mandates. Medicaid is a federally mandated program that provides health benefits to low income individuals and their families. Medicaid continues to be one of the single largest mandated programs for counties.

The following summarizes the County's spending in this area:

Year Ended December 31,	
2019 (budgeted)	$ 41,327,545
2018	40,745,757
2017	41,285,244

In addition to Medicaid costs, Dutchess County participates in the New York State Employees' Retirement System, a cost-sharing, multiple public employers system. The County is required to contribute at an actuarially determined rate. The following summarizes the County's spending for this appropriation:

Year Ended December 31,	
2019 (budgeted)	$ 18,608,771
2018	17,634,363
2017	17,855,418

The County has appropriated $14.50 million in fund balance to finance the 2019 budget within the General Fund. The unassigned fund balance is $52.45 million in the General Fund as of December 31, 2018.

The total tax levy for the 2019 budget is $106.4 million, resulting in a property tax rate of $3.45 per thousand of assessed value, which is 2.54% lower than $3.54 in 2018. The true value assessment for the County has increased from $30.04 billion for the 2018 budget to $30.83 billion for the 2019 budget; an increase of 2.63%.

Dutchess County contains a diverse mix of industries, including microelectronics, life sciences, high-tech manufacturing, distribution, higher education, agriculture, tourism and retail trades.

There is currently $4.7 billion in rolling development in Dutchess County, including the establishment of the recently announced new medical college in Poughkeepsie. Dutchess County has experienced twenty-three consecutive months of private sector job growth, with many months besting the regional, state and national rates.

A significant portion of the County's labor force is employed in the healthcare and education industry clusters, and Dutchess County has recently seen growth in manufacturing jobs. According to the U.S. Department of Labor's latest Quarterly Census of Employment and Wages (QCEW) report, Dutchess County employment grew by more than 1,600 between Q1 2018 (March) and Q1 2019 (March), and the Average Weekly Wage (AWW) grew by $24 for the same period—the County's AWW is second only to Westchester County in the Mid-Hudson Region.

Wealth levels for Dutchess County residents are above State and National averages. According to the U.S. Census Bureau (American Community Survey – 5 Year Estimate), the per capita income of County residents in 2017 was $36,704—up $1,603 from 2016, which was higher than the State and National averages in 2016 by 2.6% and 17.8%, respectively. State and National income averages reported on this

basis were $34,212 and $29,829, respectively. Median household income for 2017 in the County, State and Nation were estimated to be $75,585, $62,765 and $57,652, respectively.

Request for Information

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the County's finances and to demonstrate the County's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Heidi Seelbach, Commissioner of Finance, 22 Market Street, Poughkeepsie, New York 12601.

BASIC FINANCIAL STATEMENTS

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COUNTY OF DUTCHESS, NEW YORK
Statement of Net Position
December 31, 2018

	Primary Government			Total Major Discretely Presented Component Units	Aggregate Nonmajor Discretely Presented Component Units
	Governmental Activities	Business-type Activities	Total		
ASSETS					
Cash and cash equivalents	$ 38,245,211	$ 7,831,816	$ 46,077,027	$ 27,087,931	$4,611,171
Restricted cash and cash equivalents	58,959,788	-	58,959,788	20,078,976	-
Investments	34,584,253	-	34,584,253	-	-
Receivables (net of allowances):					
Taxes	40,883,672	-	40,883,672	-	-
Accounts receivable	8,070,531	474,964	8,545,495	7,627,486	102,424
Intergovernmental receivables	70,262,535	4,935,924	75,198,459	-	-
Internal balances	1,938,032	(1,938,032)	-	-	-
Due from Agency Fund	2,000,000	-	2,000,000	-	-
Prepaid items	4,506,217	40,296	4,546,513	1,227,361	27,997
Inventories	91,775	-	91,775	-	-
Other noncurrent assets	7,405,982	-	7,405,982	2,311,979	-
Capital assets, not being depreciated	69,642,325	5,354,186	74,996,511	9,566,056	-
Capital assets, net of accumulated depreciation	161,688,626	19,408,743	181,097,369	146,428,920	40,268
Total assets	498,278,947	36,107,897	534,386,844	214,328,709	4,781,860
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflows—relating to pensions	50,203,902	185,744	50,389,646	7,997,252	144,793
Deferred outflows—relating to OPEB	28,134,006	110,821	28,244,827	2,397,410	-
Deferred outflows—relating to capital	-	-	-	235,417	-
Deferred charge on refunding	1,308,078	-	1,308,078	697,357	-
Total deferred outflows of resources	79,645,986	296,565	79,942,551	11,327,436	144,793
LIABILITIES					
Accounts payable	64,551,483	1,230,314	65,781,797	7,513,058	15,128
Retainages payable	1,622,288	-	1,622,288	-	-
Accrued liabilities	5,276,811	58,632	5,335,443	3,753,401	9,952
Bond anticipation notes payable	-	-	-	1,250,000	-
Intergovernmental payables	28,821,549	-	28,821,549	-	-
Unearned revenue	2,078,284	3,930	2,082,214	2,272,421	-
Noncurrent liabilities:					
Due within one year	22,640,137	541,011	23,181,148	5,208,306	-
Due in more than one year	636,988,702	4,357,643	641,346,345	167,565,561	47,451
Total liabilities	761,979,254	6,191,530	768,170,784	187,562,747	72,531
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows—relating to pensions	47,735,477	174,981	47,910,458	6,214,784	213,480
Deferred inflows—relating to OPEB	-	-	-	8,153,942	-
Deferred inflows—relating to NYS TAP payments	-	-	-	974,165	-
Deferred gain on refunding	12,660,138	-	12,660,138	301,652	84
Deferred inflows related to capital	-	-	-	24,705,921	-
Total deferred inflows of resources	60,395,615	174,981	60,570,596	40,350,464	213,564
NET POSITION					
Net investment in capital assets	63,738,872	21,568,598	85,307,470	64,310,658	40,268
Restricted for:					
Debt service	14,346,296	-	14,346,296	-	-
Workers' compensation	6,606,717	-	6,606,717	-	-
Other	6,013,548	-	6,013,548	20,377,167	-
Unrestricted	(335,155,369)	8,469,353	(326,686,016)	(86,944,891)	4,600,290
Total net position	$(244,449,936)	$ 30,037,951	$(214,411,985)	$ (2,257,066)	$4,640,558

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK
Statement of Activities
Year Ended December 31, 2018

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position — Primary Government: Governmental Activities	Primary Government: Business-type Activities	Primary Government: Total	Total Major Discretely Presented Component Units	Aggregate Nonmajor Discretely Presented Component Units
Primary government:									
Governmental activities:									
General government support	$ 103,400,017	$ 8,509,024	$ 3,481,890	$ 693,376	$ (90,715,727)	$ -	$ (90,715,727)	$ -	$ -
Education	19,539,408	-	-	874,624	(18,664,784)	-	(18,664,784)	-	-
Public safety	91,410,893	3,905,661	3,822,211	12,645	(83,670,376)	-	(83,670,376)	-	-
Health	69,000,362	2,154,303	36,808,641	-	(30,037,418)	-	(30,037,418)	-	-
Transportation	27,624,140	2,158,801	2,668,426	5,931,833	(16,865,080)	-	(16,865,080)	-	-
Economic assistance and opportunity	157,970,061	7,095,123	77,094,001	-	(73,780,937)	-	(73,780,937)	-	-
Culture and recreation	5,560,046	536,720	607,592	43,144	(4,372,590)	-	(4,372,590)	-	-
Home and community services	14,767,386	612,092	3,253,065	-	(10,902,229)	-	(10,902,229)	-	-
Interest and other fiscal charges	6,499,025	-	-	-	(6,499,025)	-	(6,499,025)	-	-
Total governmental activities	495,771,338	24,971,724	127,735,826	7,555,622	(335,508,166)	-	(335,508,166)	-	-
Business-type activities:									
Airport	2,663,180	968,026	-	658,844	-	(1,036,310)	(1,036,310)	-	-
Transportation	14,193,021	1,389,147	7,166,313	178,745	-	(5,458,816)	(5,458,816)	-	-
Local Development Corporation	964,115	1,073,705	-	-	-	109,590	109,590	-	-
Total business-type activities	17,820,316	3,430,878	7,166,313	837,589	-	(6,385,536)	(6,385,536)	-	-
Total primary government	$ 513,591,654	$ 28,402,602	$ 134,902,139	$ 8,393,211	(335,508,166)	(6,385,536)	(341,893,702)	-	-
Component units:									
Dutchess Community College	$ 85,971,511	$ 49,973,653	$ 18,384,255	$ -				(17,613,603)	-
Resource Recovery Agency	11,940,262	12,258,649	-	-				318,387	-
Water and Wastewater Authority	8,744,309	6,310,875	-	-				(2,433,434)	-
Nonmajor component units	1,199,193	533,684	222,419	-				-	(443,090)
Total component units	$ 107,855,275	$ 69,076,861	$ 18,606,674	$ -				(19,728,650)	(443,090)
General revenues:									
Property taxes, levied for general purpose					103,489,746	-	103,489,746	-	-
Property taxes, levied for debt service					12,983,345	-	12,983,345	-	-
Sales and use taxes					199,614,941	-	199,614,941	-	-
Other taxes					4,414,447	-	4,414,447	-	-
Use of money and property					2,548,757	221,818	2,770,575	1,358,870	75,035
Tobacco settlement revenues					3,072,797	-	3,072,797	-	41,364
Miscellaneous					-	108,868	108,868	-	-
Payments from primary government					-	-	-	18,206,020	295,800
Transfers					(3,737,306)	3,737,306	-	-	-
Total general revenues and transfers					322,386,727	4,067,992	326,454,719	19,564,890	412,199
Change in net position					(13,121,439)	(2,317,544)	(15,438,983)	(163,760)	(30,891)
Net position—beginning, as restated					(231,328,497)	32,355,495	(198,973,002)	(2,093,306)	4,671,449
Net position—ending					$ (244,449,936)	$ 30,037,951	$ (214,411,985)	$ (2,257,066)	$ 4,640,558

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK
Balance Sheet—Governmental Funds
December 31, 2018

	General	Capital Projects	DTASC	Total Nonmajor Funds	Total Governmental Funds
ASSETS					
Cash and cash equivalents	$ 34,353,319	$ -	$ 62,391	$ 3,829,501	$ 38,245,211
Restricted cash and cash equivalents	27,321,525	28,287,399	3,350,864	-	58,959,788
Investments	34,584,253	-	-	-	34,584,253
Receivables (net of allowances):					
Taxes	40,883,672	-	-	-	40,883,672
Accounts receivable	8,067,767	-	-	2,764	8,070,531
Due from other funds	8,120,190	13,250	-	-	8,133,440
Intergovernmental receivables	36,890,269	4,626,422	-	2,018,864	43,535,555
Prepaid items	4,287,146	-	-	219,071	4,506,217
Inventories	91,775	-	-	-	91,775
Total assets	$ 194,599,916	$ 32,927,071	$ 3,413,255	$ 6,070,200	$ 237,010,442
LIABILITIES					
Accounts payable	$ 50,358,023	$ 11,691,744	$ -	$ 2,501,716	$ 64,551,483
Accrued liabilities	3,084,172	-	-	157,614	3,241,786
Due to other funds	13,250	4,178,853	-	3,305	4,195,408
Intergovernmental payables	28,821,549	-	-	-	28,821,549
Unearned revenue	2,078,284	-	-	-	2,078,284
Total liabilities	84,355,278	15,870,597	-	2,662,635	102,888,510
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue—property taxes	14,639,298	-	-	-	14,639,298
Total deferred inflows of resources	14,639,298	-	-	-	14,639,298
FUND BALANCES					
Nonspendable	4,378,921	-	-	219,071	4,597,992
Restricted	20,500,295	17,056,474	3,350,864	-	40,907,633
Assigned	18,278,292	-	62,391	3,188,494	21,529,177
Unassigned	52,447,832	-	-	-	52,447,832
Total fund balances	95,605,340	17,056,474	3,413,255	3,407,565	119,482,634
Total liabilities, deferred inflows of resources and fund balances	$ 194,599,916	$ 32,927,071	$ 3,413,255	$ 6,070,200	$ 237,010,442

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK
Reconciliation of the Balance Sheet—Governmental Funds to the Government-wide Statement of Net Position
December 31, 2018

Amounts reported for governmental activities in the statement of net position (page 16) are different because:

Total fund balances—governmental funds (page 18)		$ 119,482,634
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the fund statements. The cost of the assets is $566,144,539 and the accumulated depreciation is $334,813,588.		231,330,951
Other noncurrent assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds.		7,405,982
Real property taxes not collected within 60 days of year end are reported as deferred inflows of resrouces in the fund statements, but are recognized on the accural basis for government-wide statements.		14,639,298
Certain accrued revenues for grants, aid and tobacco settlement revenue reported in the statement of net position are received after the availability period for recognition of revenue in the governmental funds.		26,726,980
Deferred outflows and inflows of resources associated with refunding bond issuances are not reported in the governmental funds. The charge is reported as a deferred outflow of resources, while the gain is reported as a deferred inflow of resources on the statement of net position, and the net amounts are recognized as a component of interest expense over the life of the related debt.		
Deferred charge on refunding—County	$ 1,308,078	
Deferred gain on refunding—County	(214,864)	
Deferred gain on refunding—DTASC	(12,445,274)	(11,352,060)
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the fund statements.		
Deferred outflows related to employer contributions	$ 13,103,483	
Deferred outflows related to experience, changes in assumptions, and investment earnings	37,100,419	
Deferred inflows related to pension plans	(47,735,477)	2,468,425
Deferred outflows of resources related to changes of assumptions and employer contributions for other postemployment benefits ("OPEB") are applicable to future periods and, therefore, are not reported in the fund statements.		28,134,006
Net accrued interest expense for general obligation bonds of $1,813,838 and DTASC bonds of $221,187 are not reported in the funds.		(2,035,025)
To recognize retainages payable on outstanding capital projects not recorded in the fund statements.		(1,622,288)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the fund statements. The effects of these items are:		
Serial bonds—County	$ (130,205,609)	
Unamortized bond premiums—County	(6,775,216)	
DTASC bonds	(48,725,000)	
Unamortized bond premiums—DTASC	(3,603,834)	
DTASC subordinate turbo CABs	(6,290,159)	
Compensated absences	(9,544,888)	
Environmental clean up	(8,000)	
Workers' compensation and general claims	(29,358,305)	
Other postemployment benefits obligation	(410,430,151)	
Net pension liability	(14,687,677)	(659,628,839)
Net position of governmental activities		$ (244,449,936)

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK

Statement of Revenues, Expenditures, and Changes in Fund Balances—Governmental Funds
Year Ended December 31, 2018

	General	Capital Projects	DTASC	Total Nonmajor Funds	Total Governmental Funds
REVENUES					
Real property taxes	$ 107,314,510	$ -	$ -	$ 9,867,773	$ 117,182,283
Sales and use taxes	199,614,941	-	-	-	199,614,941
Other taxes	4,414,447	-	-	-	4,414,447
Departmental income	23,554,421	-	-	2,015,437	25,569,858
Use of money and property	2,588,712	598,028	83,385	7,974	3,278,099
Miscellaneous	4,702,167	14,062	3,251,538	185,604	8,153,371
Grants and aid	113,437,361	7,541,562	-	3,871,932	124,850,855
Total revenues	455,626,559	8,153,652	3,334,923	15,948,720	483,063,854
EXPENDITURES					
Current:					
General government support	71,395,749	-	59,430	-	71,455,179
Education	17,723,132	-	-	-	17,723,132
Public safety	61,966,609	-	-	271,272	62,237,881
Health	60,261,450	-	-	-	60,261,450
Transportation	2,898,392	-	-	9,535,542	12,433,934
Economic assistance and opportunity	144,807,374	-	-	1,367,569	146,174,943
Culture and recreation	2,232,062	-	-	-	2,232,062
Home and community services	10,731,157	-	-	2,669,611	13,400,768
Employee benefits	62,909,387	-	-	4,134,211	67,043,598
Debt service:					
Principal	12,983,345	-	620,000	-	13,603,345
Interest and other fiscal charges	3,074,927	-	2,622,900	-	5,697,827
Capital outlay	-	48,246,806	-	-	48,246,806
Total expenditures	450,983,584	48,246,806	3,302,330	17,978,205	520,510,925
Excess (deficiency) of revenues over expenditures	4,642,975	(40,093,154)	32,593	(2,029,485)	(37,447,071)
OTHER FINANCING SOURCES (USES)					
Transfers in	1,542,931	456,079	-	577,000	2,576,010
Transfers out	(4,770,385)	(1,542,931)	-	-	(6,313,316)
Proceeds from issuance of serial bonds	-	53,517,400	-	-	53,517,400
Premium on serial bonds	-	286,166	-	-	286,166
Total other financing sources (uses)	(3,227,454)	52,716,714	-	577,000	50,066,260
Net change in fund balances	1,415,521	12,623,560	32,593	(1,452,485)	12,619,189
Fund balances—beginning	94,189,819	4,432,914	3,380,662	4,860,050	106,863,445
Fund balances—ending	$ 95,605,340	$ 17,056,474	$ 3,413,255	$ 3,407,565	$ 119,482,634

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances—Governmental Funds to the Government-wide Statement of Activities

Year Ended December 31, 2018

Amounts reported for governmental activities in the statement of activities (page 17) are different because:

Net change in fund balances—total governmental funds (page 20)		$ 12,619,189
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded loss on disposals and depreciation expense in the current period.		
Capital asset additions	$ 47,402,983	
Depreciation expense	(21,254,833)	
Loss on disposals	(659)	26,147,491
In the statement of activities, the cost of other noncurrent assets is allocated and amortized over their estimated useful lives.		(274,568)
Certain tax and other revenue in the governmental funds is deferred or not recognized because it is not available soon enough after year-end to pay for the current period's expenditures in the governmental funds when it is due. However, on the statement of activities, this is recognized as revenue regardless of when it is collected.		
Change in deferred inflows of resources—property taxes	$ (709,192)	
Change in long-term receivable—grants and aid	4,985,616	
Change in long-term receivable—DTASC	(178,741)	4,097,683
For refunding bonds, the difference between the reacquisition price and the net carrying amount of the old debt should be reported as a deferred charge/gain on the government-wide statements and recognized as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter.		124,204
Net differences between pension contributions recognized on the fund financial statements and the government-wide financial statements are as follows:		
Direct pension contributions	$ 17,559,786	
Cost of benefits earned net of employee contributions	(17,517,068)	42,718
Deferred outflows of resources relating to OPEB result from changes in assumptions and other inputs. These amounts are shown net of current year amortization.		28,134,006
In the statement of activities, interest expense and retainages payable are recognized as they accrue, regardless of when they are paid.		(2,444,663)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effects of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. Additionally, in the statement of activities, certain operating expenses are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid). The net effect of these differences in the treatment of long-term debt and the related items is as follows:		
Issuance of serial bonds—County	$ (53,517,400)	
Repayment of serial bonds—County	12,983,345	
Premium on serial bonds issued—County	(286,166)	
Amortization of bond premiums—County	712,052	
Repayment of serial bonds—DTASC	620,000	
Amortization of bond premiums—DTASC	45,857	
Accreted interest on DTASC bonds	(410,985)	
Change in compensated absences	(107,387)	
Change in environmental clean up	116,000	
Change in workers' compensation and general claims	1,095,942	
Change in other postemployment benefits obligation	(42,818,757)	(81,567,499)
Change in net position of governmental activities		$ (13,121,439)

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK
Statement of Net Position—Proprietary Funds
December 31, 2018

	Business-type Activities			
	Airport	Transportation	Dutchess County LDC	Total Enterprise Funds
ASSETS				
Current assets:				
Cash and cash equivalents	$ 4,086,201	$ 835,189	$ 2,910,426	$ 7,831,816
Receivables	342,063	15,358	117,543	474,964
Intergovernmental receivables	435,471	4,500,453	-	4,935,924
Prepaid items	15,173	1,407	23,716	40,296
Total current assets	4,878,908	5,352,407	3,051,685	13,283,000
Noncurrent assets:				
Capital assets not being depreciated:				
Land	3,136,399	248,965	-	3,385,364
Construction in progress	1,945,551	23,271	-	1,968,822
Capital assets, net of accumulated depreciation:				
Infrastructure	7,619,816	1,864,284	-	9,484,100
Buildings and building improvements	910,992	2,109,031	-	3,020,023
Machinery and equipment	638,338	6,209,458	56,824	6,904,620
Total noncurrent assets	14,251,096	10,455,009	56,824	24,762,929
Total assets	19,130,004	15,807,416	3,108,509	38,045,929
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows—relating to pensions	166,916	18,828	-	185,744
Deferred outflows—relating to OPEB	110,821	-	-	110,821
Total deferred outflows of resources	277,737	18,828	-	296,565
LIABILITIES				
Current liabilities:				
Accounts payable	429,334	740,349	60,631	1,230,314
Accrued liabilities	46,724	11,908	-	58,632
Due to other funds	761,649	1,176,383	-	1,938,032
Unearned revenue	3,930	-	-	3,930
Current portion of long-term debt	238,323	302,688	-	541,011
Total current liabilities	1,479,960	2,231,328	60,631	3,771,919
Noncurrent liabilities:				
Bonds payable	1,668,546	962,329	-	2,630,875
Premium on bonds	24,134	-	-	24,134
Compensated absences	32,092	-	-	32,092
Other postemployment benefits obligation	1,616,701	-	-	1,616,701
Net pension liability	48,060	5,781	-	53,841
Total noncurrent liabilities	3,389,533	968,110	-	4,357,643
Total liabilities	4,869,493	3,199,438	60,631	8,129,562
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows—relating to pensions	156,194	18,787	-	174,981
Total deferred inflows of resources	156,194	18,787	-	174,981
NET POSITION				
Net investment in capital assets	12,321,782	9,189,992	56,824	21,568,598
Unrestricted	2,060,272	3,418,027	2,991,054	8,469,353
Total net position	$ 14,382,054	$ 12,608,019	$ 3,047,878	$ 30,037,951

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK

Statement of Revenues, Expenses and Changes in Net Position—Proprietary Funds
Year Ended December 31, 2018

	Business-type Activities			
	Airport	Transportation	Dutchess County LDC	Total Enterprise Funds
Operating revenues:				
Charges for services	$ 968,026	$ 1,389,147	$ 1,073,705	$ 3,430,878
Operating grants and revenues	-	7,166,313	-	7,166,313
Other	9,137	99,731	-	108,868
Total operating revenues	977,163	8,655,191	1,073,705	10,706,059
Operating expenses:				
Personal services	400,206	48,790	357,658	806,654
Employee benefits	278,701	11,067	75,370	365,138
Depreciation	1,559,107	3,483,419	13,592	5,056,118
Contracted services	360,828	10,602,889	517,495	11,481,212
Total operating expenses	2,598,842	14,146,165	964,115	17,709,122
Operating (loss) income	(1,621,679)	(5,490,974)	109,590	(7,003,063)
Nonoperating revenues (expenses):				
Interest income	180,955	1,350	34,599	216,904
Interest expense	(64,338)	(46,856)	-	(111,194)
Other	-	4,914	-	4,914
Total nonoperating revenues (expenses)	116,617	(40,592)	34,599	110,624
(Loss) income before capital contributions and transfers	(1,505,062)	(5,531,566)	144,189	(6,892,439)
Capital contributions	658,844	178,745	-	837,589
Transfers in	737,113	3,000,193	-	3,737,306
Change in net position	(109,105)	(2,352,628)	144,189	(2,317,544)
Net position—beginning, as restated	14,491,159	14,960,647	2,903,689	32,355,495
Net position—ending	$14,382,054	$ 12,608,019	$ 3,047,878	$ 30,037,951

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK
Statement of Cash Flows—Proprietary Funds
Year Ended December 31, 2018

	Business-type Activities			
	Airport	Transportation	Dutchess County LDC	Total Enterprise Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from services provided	$ 870,954	$ 1,370,889	$ 1,073,775	$ 3,315,618
Receipts from operating grants and revenue	-	5,706,344	-	5,706,344
Receipts from other operating revenue	9,137	99,731	-	108,868
Payments to employees	(627,935)	(89,745)	(430,880)	(1,148,560)
Payments to suppliers of contracted services	(94,194)	(10,343,852)	(505,382)	(10,943,428)
Net cash provided by (used for) operating activities	157,962	(3,256,633)	137,513	(2,961,158)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers and loans to and from other funds	436,052	3,299,398	-	3,735,450
Net cash provided by noncapital financing activities	436,052	3,299,398	-	3,735,450
CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES				
Capital contributions to noncurrent assets	1,319,811	51,999	-	1,371,810
(Acquisition)/disposal of capital assets, net	(1,313,962)	(242,382)	(2,869)	(1,559,213)
Proceeds from issuance of debt	1,200,000	232,136	-	1,432,136
Premium from issuance of debt	25,404	-	-	25,404
Principal payments on bonds	(265,653)	(226,003)	-	(491,656)
Interest payments	(37,846)	(32,287)	-	(70,133)
Net cash provided by (used for) capital and related financing activities	927,754	(216,537)	(2,869)	708,348
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest income earned	180,955	1,350	34,599	216,904
Net cash provided by investing activities	180,955	1,350	34,599	216,904
Increase (decrease) in cash and cash equivalents	1,702,723	(172,422)	169,243	1,699,544
Cash and cash equivalents—beginning	2,383,478	1,007,611	2,741,183	6,132,272
Cash and cash equivalents—ending	$ 4,086,201	$ 835,189	$ 2,910,426	$ 7,831,816

(continued)

COUNTY OF DUTCHESS, NEW YORK
Statement of Cash Flows—Proprietary Funds
Year Ended December 31, 2018

(concluded)

	Business-type Activities			
	Airport	Transportation	Dutchess County LDC	Total Enterprise Funds
Reconciliation of operating (loss) income to net cash provided by (used for) operating activities:				
Operating (loss) income	$ (1,621,679)	$ (5,490,974)	$ 109,590	$ (7,003,063)
Adjustments to reconcile operating (loss) income to net cash provided by (used for) operating activities:				
Depreciation expense	1,559,107	3,483,419	13,592	5,056,118
(Increase) decrease in receivables	(92,450)	(1,478,228)	42,096	(1,528,582)
Decrease in inventories	3,335	-	-	3,335
Decrease (increase) in other assets	6,247	2,246	(5,136)	3,357
(Increase) decrease in deferred outflows of resources	(129,848)	14,621	-	(115,227)
Increase in accounts payable	261,132	262,302	16,371	539,805
(Decrease) in accrued liabilities	(5,196)	(5,099)	-	(10,295)
(Decrease) in unearned revenue	(2,555)	-	(39,000)	(41,555)
(Decrease) in compensated absences	(5,484)	-	-	(5,484)
(Decrease) in net pension liability	(110,443)	(32,289)	-	(142,732)
Increase (decrease) in other postemployment benefits	168,665	(24,438)	-	144,227
Increase in deferred inflows of resources	127,131	11,807	-	138,938
Total adjustments	1,779,641	2,234,341	27,923	4,041,905
Net cash provided by (used for) operating activities	$ 157,962	$ (3,256,633)	$ 137,513	$ (2,961,158)

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK
Statement of Net Position—Fiduciary Funds
December 31, 2018

	Private Purpose Trust	Agency
ASSETS		
Restricted cash and cash equivalents	$ 5,852	$5,341,465
Accounts receivable	-	3,159,938
Total assets	5,852	$8,501,403
LIABILITIES		
Agency liabilities	-	$6,501,403
Due to other funds	-	2,000,000
Total liabilities	-	$8,501,403
NET POSITION		
Restricted for cemetery plots	$ 5,852	

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK
Statement of Changes in Net Position—Fiduciary Funds
Year Ended December 31, 2018

	Private Purpose Trust
ADDITIONS	
Total additions	$ -
DEDUCTIONS	
Economic assistance and opportunity	-
Change in net position	-
Net position—beginning	5,852
Net position—ending	$ 5,852

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK
Combining Statement of Net Position—Major Component Units
December 31, 2018

	Dutchess Community College (August 31, 2018)	Dutchess County Resource Recovery Agency	Dutchess County Water and Wastewater Authority	Total Major Discretely Presented Component Units
ASSETS				
Cash and cash equivalents	$ 22,780,474	$ 1,592,378	$ 2,715,079	$ 27,087,931
Restricted cash and investments	12,522,579	3,860,730	3,695,667	20,078,976
Receivables (net of allowances)	4,433,207	864,363	2,329,916	7,627,486
Prepaid items	1,122,267	27,590	77,504	1,227,361
Other assets	2,311,979	-	-	2,311,979
Capital assets, not being depreciated	1,638,258	-	7,927,798	9,566,056
Capital assets, net of accumulated depreciation	71,937,733	16,381,857	58,109,330	146,428,920
Total assets	116,746,497	22,726,918	74,855,294	214,328,709
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows—relating to pensions	7,229,270	89,477	678,505	7,997,252
Deferred outflows—relating to OPEB	2,397,410	-	-	2,397,410
Deferred outflows—relating to capital	-	235,417	-	235,417
Deferred charge on refunding	-	-	697,357	697,357
Total deferred outflows of resources	9,626,680	324,894	1,375,862	11,327,436
LIABILITIES				
Accounts payable	6,180,131	380,025	952,902	7,513,058
Accrued liabilities	2,822,108	306,569	624,724	3,753,401
Bond anticipation notes payable	-	-	1,250,000	1,250,000
Unearned revenues	2,272,421	-	-	2,272,421
Noncurrent liabilities:				
Due within one year	1,058,946	1,415,000	2,734,360	5,208,306
Due in more than one year	117,647,711	10,668,390	39,249,460	167,565,561
Total noncurrent liabilities	118,706,657	12,083,390	41,983,820	172,773,867
Total liabilities	129,981,317	12,769,984	44,811,446	187,562,747
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows—relating to pensions	5,679,039	33,352	502,393	6,214,784
Deferred inflows—relating to OPEB	8,153,942	-	-	8,153,942
Deferred New York State TAP payments	974,165	-	-	974,165
Deferred gain on refunding	-	-	301,652	301,652
Deferred inflows related to capital	-	1,260,830	23,445,091	24,705,921
Total deferred inflows of resources	14,807,146	1,294,182	24,249,136	40,350,464
NET POSITION				
Net investment in capital assets	47,953,435	4,396,444	11,960,779	64,310,658
Restricted	13,251,548	3,860,730	3,264,889	20,377,167
Unrestricted	(79,620,269)	730,472	(8,055,094)	(86,944,891)
Total net position	$ (18,415,286)	$ 8,987,646	$ 7,170,574	$ (2,257,066)

The notes to the financial statements are an integral part of this statement.

COUNTY OF DUTCHESS, NEW YORK
Combining Statement of Activities—Major Component Units
Year Ended December 31, 2018

	Dutchess Community College (August 31, 2018)	Dutchess County Resource Recovery Agency	Dutchess County Water and Wastewater Authority	Total Major Discretely Presented Component Units
Program expenses:				
Disposal fees	$ -	$ 2,623,861	$ -	$ 2,623,861
Service fees	-	6,592,685	-	6,592,685
Administrative expenses	5,743,523	477,423	1,459,909	7,680,855
Interest expenses	61,427	416,076	1,460,603	1,938,106
Depreciation and amortization	2,399,499	1,830,217	1,510,884	5,740,600
Instruction	35,099,796	-	-	35,099,796
Academic support	3,366,016	-	-	3,366,016
Libraries	1,371,516	-	-	1,371,516
Student services	8,710,961	-	-	8,710,961
General institution	8,351,561	-	-	8,351,561
Operation and maintenance of plant	7,349,130	-	4,256,713	11,605,843
Student aid	7,634,991	-	-	7,634,991
Other	5,883,091	-	56,200	5,939,291
Total program expenses	85,971,511	11,940,262	8,744,309	106,656,082
Program revenues:				
Charges for services:				
Tipping fees	-	10,093,184	-	10,093,184
Energy sales	-	1,431,517	-	1,431,517
Other charges for services	3,680,085	453,624	6,298,276	10,431,985
Student tuition and fees	21,091,806	-	-	21,091,806
Grants and contracts	14,218,276	-	-	14,218,276
Other	10,983,486	280,324	12,599	11,276,409
Operating grants and contributions	18,384,255	-	-	18,384,255
Total program revenues	68,357,908	12,258,649	6,310,875	86,927,432
Net (expense) revenue and changes in net position	(17,613,603)	318,387	(2,433,434)	(19,728,650)
General revenues:				
Use of money and property	1,086,261	50,317	222,292	1,358,870
Payments from primary government	14,537,899	351,124	3,316,997	18,206,020
Total general revenues	15,624,160	401,441	3,539,289	19,564,890
Change in net position	(1,989,443)	719,828	1,105,855	(163,760)
Net position—beginning, as restated	(16,425,843)	8,267,818	6,064,719	(2,093,306)
Net position—ending	$ (18,415,286)	$ 8,987,646	$ 7,170,574	$ (2,257,066)

The notes to the financial statements are an integral part of this statement.

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1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the County of Dutchess, New York (the "County") have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental units. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the County's accounting principles are described below.

Description of Government-wide Financial Statements

The government-wide financial statements (i.e. statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. *Governmental activities*, which normally are supported by taxes, intergovernmental revenues, and other nonexchange transactions, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges to external customers for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

Reporting Entity

The County is a municipal corporation which performs local governmental functions within its jurisdiction, including public safety, transportation, health and economic assistance and opportunity. The County charter was adopted April 17, 1967 and became effective January 1, 1968. The County is governed by an elected County Executive and a twenty-five member County Legislature.

The County's financial statements include those entities for which the County has clear oversight responsibility. This responsibility is determined through a review of such factors as the selecting of governing boards, financial interdependency and the ability to influence management and operations on a continuing basis. The accompanying financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units are, in substance, part of the primary government's operations, even though they are legally separate entities. Thus, blended component units are appropriately presented as funds of the primary government. Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize that they are legally separate from the government.

Discretely Presented Component Units—The component unit columns in the government-wide financial statements include the financial data of the County's discretely presented component units. The combining statements of discretely presented component units present the major component units in separate columns and the nonmajor component units aggregated into a single column. These statements are presented separately from the financial data of the primary government to emphasize that they are legally separate from the County.

Dutchess Community College (Major Component Unit)—The Dutchess Community College ("DCC" or the "College") was established under Article 126 of the Education Act of the State of New York under the sponsorship of the County and is operated by a Board of Trustees under Paragraph I of Subdivision 6 of Section 6304 of the Education Act of the State of New York. DCC's fiscal year end is August 31. The Dutchess Community College Association, Inc. (the "Association") is

organized under the not-for-profit laws of New York State to supplement and conduct activities and services for the students, faculty, staff and alumni of the College. The Association is presented as a component unit of the College, and its fiscal year end is June 30. The Dutchess Community College Foundation, Inc. (the "Foundation") is organized under the not-for-profit laws of New York State to raise funds to provide scholarships and to provide support for initiatives that will have a significant and measurable impact on the students, faculty and staff of the College. The Foundation is a component unit of the College and its fiscal year end is August 31.

Pursuant to New York State Education Law relating to community colleges, title to real property is held by the County in trust for the use of the College in carrying out its institutional purposes. The accompanying debt is also a legal obligation of the County. No revenues or assets of the College have been pledged or will be available to pay the principal and interest on this debt. Principal and interest payments on the debt are payable from amounts appropriated each year by the State of New York pursuant to the State Education Law, and the County in the case of County-related debt through the College's budget, and from monies in the debt service reserve fund held by the DASNY trustees. Capital appropriations include the annual debt service requirements on the Dutchess County debt. The provisions of the State Education Law regarding the State appropriations for principal and interest payments do not constitute a legally enforceable obligations of the State.

Equipment made available to the College from its inception are stated at cost and were purchased from appropriations of the County and New York State, designated for that purpose, and from Federal grants.

Dutchess County Resource Recovery Agency (Major Component Unit)—The Dutchess County Resource Recovery Agency ("RRA" or the "Agency") was established as a public benefit corporation to perform the function of solid waste management. The Agency constructed a solid waste disposal resource recovery plant to be used for that purpose. The construction of the plant was financed primarily by the issuance of Dutchess County Resource Recovery Agency revenue bonds and New York State Environmental Quality Bond Act ("EQBA") grant proceeds. The New York State Environmental Quality Bond Act grant proceeds have been recorded as contributed capital in these financial statements. In fulfilling its function, the Agency also operates a materials recycling facility. The Dutchess County Executive and/or members of the County Legislature appoint all of the Agency's board members.

Dutchess County Water and Wastewater Authority (Major Component Unit)—The Dutchess County Water and Wastewater Authority ("WWA" or the "Authority") is a public benefit corporation established under Section 1123 of the New York Local Water and Sewer Act, duly enacted into law as Chapter 592 of the Laws of the State of New York. The Act was requested by the Dutchess County Legislature to assist the County and its municipalities with managing water supplies and wastewater disposal. The legislation empowers the Authority to make plans and studies; develop, construct or maintain projects; acquire or lease real and personal property; to issue bonds and notes for financing; and fix rates and collect charges for the purpose of supplying and selling water and to collect, treat and discharge sewage in Dutchess County. The governing body of the Authority consists of eight members – five voting and three nonvoting. Voting members serve five year terms with two members appointed by the County Executive, two appointed by the Chairman of the County Legislature and the fifth being a joint appointment confirmed by the entire Legislature. The nonvoting members include the Director of the Dutchess County Environmental Management Council, the Director of the Dutchess County Soil and Water Conservation District, and the Commissioner of the Dutchess County Department of Planning and Economic Development.

Revenues are derived generally from quarterly billing of user fees to customers and are considered to be operating revenues. Non-operating revenues include Dutchess County-funded revenues based on a contract with the Dutchess County Division of Water Resources to provide countywide water and wastewater planning and management. The Authority also derives revenues from service fee payments from the County pursuant to several service agreements, which are used to pay debt service and related expenses pertaining to debt obligations incurred for specific districts and/or systems.

Receivables represent outstanding user fees. The Authority has an agreement with Dutchess County that provides for collection of outstanding user fees through the real property tax levy. Therefore, the Authority has not established an allowance for uncollectible accounts.

Dutchess County Industrial Development Agency (Nonmajor Component Unit)—The Dutchess County Industrial Development Agency ("IDA") is a public benefit corporation established June 28, 1977 under the mandate of Article 18-A, "New York State Industrial Development Agency Act," of New York State general municipal law. The seven member board is appointed by the County Legislature subject to confirmation of the County Executive. The IDA was established to promote and assist in acquiring or constructing various business and recreational facilities and, in the process, advances the job opportunities, health, general prosperity and economic welfare of the people of Dutchess County. The IDA's function is to authorize the issuance of industrial revenue bonds for industrial development projects. The IDA reviews and determines whether to recommend approval of those applicants wishing to obtain financing. The IDA receives application fees from applicants and closing fees from those accepted for industrial revenue financing, such fees are recorded when earned.

Dutchess County Soil and Water Conservation District (Nonmajor Component Unit)—The Dutchess County Soil and Water Conservation District ("SWCD") (including the Dutchess County Environmental Management Council) is a nonprofit organization set up to coordinate state and federal conservation programs on a local level. The SWCD provides education and technical assistance on managing soil, water and related natural resources to municipalities, farmers, business owners and homeowners.

Blended Component Units—The following blended component units are legally separate entity from the County, but are, in substance, part of the County's operations and therefore data from these units is combined with data of the primary government.

Dutchess Tobacco Asset Securitization Corporation—The Dutchess Tobacco Asset Securitization Corporation ("DTASC") is a special purpose local development corporation organized pursuant to Section 1411 of the Not-For-Profit Corporation Law of the State of New York, created by Dutchess County for the purposes of: (i) purchasing from the County all rights, title and interest in certain litigation awards under the Consent Decree and Final Judgment of the Supreme Court of the State of New York dated December 23, 1998 and in all portions due to the County under the Master Settlement Agreement with respect to tobacco related litigation among various settling states and participating manufacturers, (ii) to purchase, acquire, own, hold, sell, dispose of tobacco assets and any future rights of tobacco assets, and (iii) to issue and sell bonds to pay for the acquisition of such tobacco assets. The sole member of the Corporation is the County Attorney. There are three directors, one appointed by the County Executive, one appointed by the Chairman of the Dutchess County Legislature and one jointly appointed by the County Executive and Chairman of the County Legislature.

Dutchess County Local Development Corporation—The Dutchess County Local Development Corporation ("LDC") is a public benefit corporation established in 2010 under Section 1411 of the New York Not-for-Profit Corporation Law to act as an "on behalf of" issuer of conduit tax exempt bonds. In January 2008, civic facility legislation expired and industrial development agencies no longer had the authority to issue tax exempt bonds or provide other financial assistance to 501c(3) organizations. The LDC was established to address the capital needs of these organizations. The LDC's function is via the issuance of industrial revenue bonds and other means to promote economic development. The LDC reviews and determines whether to recommend approval of those applicants wishing to obtain financing. The LDC receives fees from applicants and closing fees from those accepted for industrial revenue financing. The seven member board is appointed by the County Legislature with approval by the County Executive. The County is the sole member of the LDC.

Separately issued financial statements for all component units may be obtained from Dutchess County Finance Office at 22 Market Street, Poughkeepsie, New York, 12601.

Basis of Presentation—Government-wide Financial Statements

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds and internal service funds, while business-type activities incorporate data from the government's enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the fiduciary funds are excluded from the government-wide financial statements.

As discussed earlier, the County has five discretely presented component units. Three of the component units, Dutchess Community College, the Dutchess County Resource Recovery Agency and the Dutchess County Water and Wastewater Authority, are considered to be major component units. They are presented in separate columns in the Combining Statement of Net Position—Major Component Units and the Combining Statement of Activities—Major Component Units, and are aggregated in a single column in the government-wide Statement of Net Position and the Statement of Activities. The remaining two are considered nonmajor component units and are combined and presented in a single column in the government-wide Statement of Net Position and the Statement of Activities.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments in lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and various other functions of the County. Elimination of these changes would distort the direct costs and program revenues reported for the various functions concerned.

Basis of Presentation—Fund Financial Statements

The fund financial statements provide information about the County's funds, including its fiduciary funds and blended component units. Separate statements for each fund category – governmental, proprietary, and fiduciary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The County reports the following major governmental funds:

- *General Fund*—The General Fund is the primary operating fund of the County and accounts for all financial resources of the general government, except those required to be accounted for in other funds. The principal sources of revenue for the General Fund are sales and use taxes, grants and aid and real property taxes.

- *Capital Projects Fund*—The Capital Projects Fund is used to account for financial resources to be used for the acquisition, construction or renovation of major capital facilities or equipment other than those financed by enterprise funds. The principal source of revenue for the Capital Projects Fund is grants and aid.

- *Dutchess Tobacco Asset Securitization Corporation ("DTASC")*—The DTASC Fund is used to account for the receipt and disbursement of resources related to tobacco assets and related obligations.

Nonmajor Special Revenue Funds—These nonmajor governmental funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The following special revenue funds are utilized:

- *County Road Fund*—The County Road Fund is used to account for expenditures for highway purposes authorized by Section 114 of the Highway Law. The principal source of revenue for the County Road Fund is property taxes.

- *Road Machinery Fund*—The Road Machinery Fund is used to account for the purchase, repair, maintenance and storage of highway machinery, tools and equipment pursuant to Section 133 of the Highway Law. The principal source of revenue for the Road Machinery Fund is property taxes.

- *Community Development Fund*—The Community Development Fund is used to account for funds received under the Job Training Partnership Act/Workforce Investment Act and for Community Block Grant funds received from the Department of Housing and Urban Development. The principal source of revenue for the Community Development Fund is federal aid.

The County reports the following major proprietary funds:

- *Dutchess County Airport Fund* ("Airport")—The Airport Fund accounts for the activities of the Dutchess County airport. The intent of the County is that the costs of operations of the airport will be financed through charges to users.

- *Dutchess County Bus Transportation System* ("Transportation")—The Transportation Fund accounts for the activities of the County's public transportation system. The transportation system operates for the residents of the County.

- *Dutchess County Local Development Corporation* (the "Dutchess County LDC")—The Dutchess County LDC is used to account for the economic development and administrative services provided by the Dutchess County LDC.

These entities are financed and operated in a manner similar to a private business enterprise. The intent of the County is that the operating expenses (including depreciation and amortization expense) of providing goods or services to the general public on a continuous basis are to be financed or recovered primarily through user charges. The County may provide administrative, legal and operational assistance to the proprietary funds, which are not charged. Additionally, the General Fund periodically provides advances to the proprietary funds for operational needs.

Fiduciary Funds—These funds are used to account for assets held by the County in a trustee or custodial capacity, and therefore are not available to support the County's programs. The County's fiduciary funds include the following:

- *Private Purpose Trust Fund*—The Private Purpose Trust Fund represents a trust arrangement under which cemetery plots are maintained.
- *Agency Fund*—The Agency Fund is used to account for assets held by the County in a trustee capacity or as an agent for individuals or other governmental units.

During the course of operations the County has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/due to other funds and advances to/from other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are recorded at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type activities column.

Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources* or *economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the County considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period; all other revenues are deemed to be available if they are collected within 90 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period of availability. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements are met and the amount is received during the period of availability. All other revenue items are considered to be measurable and available only when cash is received by the County.

The proprietary and private purpose trust fund are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. The Agency Fund has no measurement focus, but utilizes the accrual basis of accounting for reporting its assets and liabilities.

Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Cash, Cash Equivalents and Investments—Cash and cash equivalents include cash on hand, demand deposits, time deposits, and short-term, highly liquid investments with original maturities of three months or less from the date of acquisition. The County's short-term investments consist of certificates of deposit, obligations of New York State, the United States Government and its agents. State statutes and various resolutions of the County Legislature govern the County's investment policies. County monies must be deposited in FDIC-insured commercial banks or trust companies located within the State. Investments are recorded at fair values in accordance with GASB.

Restricted Cash and Cash Equivalents—Restricted cash and cash equivalents represent amounts to support fund balance restrictions, unearned revenues, debt proceeds set aside for a specific purpose and cash held on behalf of others.

Receivables—Receivables are stated net of estimated allowances for uncollectible amounts. Amounts due from state and federal governments represent amounts owed to the County to reimburse it for expenditures incurred pursuant to state and federally funded programs.

Prepaid Items—Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenses/expenditures when consumed rather than when purchased.

Inventories—Inventories are recorded at cost using the first-in, first-out method. Inventories largely consist of office supplies reported within governmental activities.

Other Noncurrent Assets—Represents the County's share of municipal wastewater systems and waterlines, which is recorded at historical cost and depreciated over 40 years. At December 31, 2018, the County reported $7,405,982 related to other assets.

Capital Assets—Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. roads and bridges), are reported in the applicable governmental or business-type activities column in the government-wide financial statements, as well as within the individual proprietary funds. Capital assets, except for infrastructure assets, are defined by the County as assets with an individual cost of more than $5,000 and an estimated useful life in excess of three years. For infrastructure assets, the same estimated minimum useful life is used (in excess of ten years), but only those infrastructure projects that cost more than $100,000 are reported as capital assets. Such assets are recorded at historical cost or estimated historical cost. The reported value excludes normal maintenance and repairs, which are essentially amounts spent in relation to capital assets that do not increase the capacity or efficiency of the item or increase its estimated useful life. Donated capital assets are recorded at acquisition value.

Land, right of way and easements, and construction in progress are not depreciated. The other capital assets of the primary government are depreciated using the straight-line method over the following estimated useful lives:

Capital Assets	Years
Infrastructure	10-50
Buildings and building improvements	5-40
Improvements other than buildings	5-30
Machinery and equipment	3-15

The *capital outlays* character classification is employed only for expenditures reported in the Capital Projects Fund. Routine capital expenditures in the General Fund and other governmental funds are included in the appropriate functional category (for example, the purchase of a new highway vehicle included as part of *expenditures—transportation).* The amount reported as *capital outlays* in the Capital Projects Fund will also include non-capitalized, project-related costs (for example, furnishings).

Unearned Revenue—Certain cash receipts have not met the revenue recognition criteria for government-wide or fund financial statement purposes. At December 31, 2018, the primary government reported unearned revenues within the General Fund and Airport Fund of $2,078,284 and $3,930, respectively. These funds received overpayments and cash in advance but has not performed the services and therefore recognizes a liability.

Deferred Outflows/Inflows of Resources—In addition to assets, the statement of financial position and the balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. At December 31, 2018, the County's primary government has three items that qualify for reporting in this category. The first item is related to pensions reported in the government-wide financial statements and proprietary fund financial statements. This item represents the effect of the net change in the County's proportion of the collective net pension liability, the difference during the measurement period between the County's contributions and its proportionate share of the total contribution to the pension systems not included in the pension expense, and any contributions to the pension systems made subsequent to the measurement date. The second item is related to OPEB reported in the government-wide and proprietary fund financial statements and represents the effects of the change in the County's proportion of the collective net OPEB liability and difference during the measurement period between certain of the employer's contributions and its proportionate share of the total of certain contributions from employers included in the collective net OPEB liability. The third item is a deferred charge on refunding which the County reports within its governmental activities. A deferred charge on refunding results from the difference in the carrying value of the refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. At December 31, 2018, the primary government of the County has three items that qualify for reporting in this category. One of the items arises only under a modified accrual basis of accounting. Accordingly, the item, *unavailable revenue*, is reported as deferred inflows of resources only in the governmental funds balance sheet. The governmental funds report unavailable revenue from property taxes that will not be realized within the period of availability. These amounts are deferred and recognized in the period that the amounts become available. The second item represents the effect of the net change in the County's proportion of the collective net pension liability and the difference during the measurement periods between the County's contributions and its proportionate share of total contributions to the pension systems not included in pension expense and is

reported on the government-wide financial statements as well as within the individual proprietary funds. The final item is a deferred gain on refunding, which the County reports within its governmental activities. A deferred gain on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Net Position Flow Assumption—Sometimes the County will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted—net position and unrestricted—net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the County's position to consider restricted—net position to have been depleted before unrestricted—net position is applied.

Fund Balance Flow Assumptions—Sometimes the County will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the County's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies—Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The County itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for specific purposes determined by a formal action of the government's highest level of decision-making authority. The County Legislature is the highest level of decision-making authority for the County that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The County Legislature has by resolution authorized the Commissioner of Finance to assign amounts for specific purposes. The Legislature may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Revenues and Expenses/Expenditures

Program Revenues—Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than as program revenues.

Property Taxes—The County levies its real property taxes on December 31st, prior to the year of collection and attached as an enforceable lien on January 1st. On March 1st, interest is accrued on all unpaid taxes in accordance with real property tax law. Property tax is only recognized as revenue in the year for which the levy is made, and to the extent that such taxes are received within the reporting period or 60 days thereafter in the governmental fund financial statements.

Tax collections are the responsibility of either the city tax collectors for the cities of Poughkeepsie and Beacon or the town receivers or collectors for the towns in the County and are collected through May 31st or August 31st, the later date being for certain towns that pay in installments. After these dates, uncollected real property taxes receivables of the towns are turned over for collection by the County. The towns satisfy the full amount of their tax levies from the first monies collected and remit all amounts thereafter to the County.

A local law provides for the collection, by the County, of delinquent village taxes. This law requires the amount of returned delinquent village taxes remaining unpaid, be paid to the village by the County by the first day of April following the return.

Tax rates are calculated using assessments prepared by individual city and town assessors utilizing the equalization rates established by the New York State Board of Equalization and Assessment for the purpose of comparability. The total taxable equalized assessed value of real property included in the tax levy of 2018 is $30,040,912,405. The effective tax rate on this value is $3.45 per thousand. The constitutional tax limit is 1.5% of the 5-year average of the equalized assessment. The 2018 levy represents approximately 20.3% of the constitutional tax limit.

Proprietary Funds Operating and Nonoperating Revenues and Expenses—Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues of enterprise funds consist of charges for services and operating grants. Operating expenses of enterprise funds consist of salaries, wages and benefits, contractual services and depreciation. Transactions related to capital and financing activities, non-capital financing activities, investing activities and interfund transfers from other funds and State appropriations are components of nonoperating income. Subsidies and grants to proprietary funds which finance capital activities are reported as nonoperating revenue.

Local Development Revenue Bonds—Bonds authorized by the Dutchess County LDC and issued through various lending institutions, are designated as special obligations of the Dutchess County LDC and payable solely from the revenues and other assets pledged as collateral against the bonds. The Dutchess County LDC does not act as guarantor in the event of collateralized properties and revenues, as specified in the applicable financing agreement, that are insufficient to meet debt service requirements. Additionally, in each of these financings, the Dutchess County LDC has assigned all rights to receive certain revenues derived with respect to the facilities it has financed to the holders of the local development revenue bonds. As a consequence, the Dutchess County LDC does not reflect such bonds or related properties on its financial statements. Local development revenue bonds authorized by the Dutchess County LDC and outstanding at December 31, 2018 total $1,031,001,803.

Compensated Absences—The County employees are entitled, with certain limitations, to accrue sick leave and vacation time. Estimated sick leave and vacation time is accumulated by governmental fund type employees and reported as a liability and expenditure in the government-wide financial statements under governmental activities. For proprietary fund type employees, the accumulation is recorded as a noncurrent liability of the proprietary fund type. The compensated absences liability for the County's governmental and business-type activities at December 31, 2018 totaled $9,544,888 and $33,781, respectively, and are reported in the government-wide financial statements and proprietary fund financial statements.

Pensions—The County is mandated by New York State law to participate in the New York State Local Employees' Retirement System ("ERS"). For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the defined benefit pension plans, and changes thereof, have been determined on the same basis as they are reported by the respective defined benefit pension plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. More information regarding pensions is included in Note 7.

Other Postemployment Benefits—In addition to providing pension benefits, the County provides health insurance coverage and/or payments for fractional values of unused sick leave for certain retired employees at the time of retirement, as discussed in Note 8.

Workers' Compensation and General Claims—Estimated costs associated with workers' compensation and general claims and judgments for both reported and unreported events totaled $29,358,305 at December 31, 2018. Estimates of both future payment of losses and related claim adjustment expenses are recorded as long-term liabilities in the government-wide financial statements, as discussed in Note 10.

Other

Estimates—The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows/inflows of resources, and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses/expenditures during the reported period. Actual results could differ from those estimates.

Adoption of New Accounting Pronouncements—During the year ended December 31, 2018, the County implemented GASB Statements No. 75, *Accounting and Financial Reporting for Postemployment Benefit Plans Other Than Pensions*; No. 85, *Omnibus 2017*; and No. 86, *Certain Debt Extinguishment Issues*. GASB Statement No. 75 improves accounting and financial reporting by state and local governments for postemployment benefits other than pensions (other postemployment benefits or OPEB). GASB Statement No. 85 addresses practice issues that have been identified during implementation and application of certain GASB Statements. GASB Statement No. 86 improves consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources—resources other than the proceeds of refunding debt—are placed in an irrevocable trust for the sole purpose of extinguishing debt. Other than the matter discussed in Note 2, the implementation of GASB Statements No. 75, 85, and 86 did not have a material impact on the County's financial position or results from operations.

Future Impacts of Accounting Pronouncements—The County has not completed the process of evaluating the impact that will result from adopting GASB Statements No. 83, *Certain Asset Retirement Obligations*; No. 84, *Fiduciary Activities*; No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*; and No. 90, *Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61*, effective for the year ending December 31, 2019, No. 87, *Leases*; and No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*, effective for the year ending December 31, 2020, and No. 91, *Conduit Debt Obligations*, effective for the year ending December 31, 2021. The County is, therefore, unable to disclose the impact that adopting GASB Statements No. 83, 84, 87, 88, 89, 90, and 91 will have on its financial position and results of operations when such statements are adopted.

Stewardship, Compliance and Accountability

Legal Compliance—Budgets—The County's annual procedures in establishing the budgetary data reflected in the basic financial statements are described below.

- No later than November 1st, the County Executive submits a tentative budget to the County Legislature for the fiscal year commencing the following January 1st. The tentative budget includes proposed expenditures and the proposed means of financing for all funds.
- After public hearings are conducted to obtain taxpayer comments, no later than December 21st, the governing board adopts the budget.
- All modifications of the budget must be approved by the governing board. The Budget Officer is authorized to transfer certain budgeted amounts within departments, upon request of the department head.
- Budgets are prepared for proprietary funds to establish the estimated contributions required from other funds and to control expenditures.

Additional information regarding the County's budgets can be found in the Required Supplementary Information section of this report.

2. RESTATEMENT OF NET POSITION

During the year ended December 31, 2018, the County implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The implementation of GASB Statement No. 75 requires the County's net OPEB liability to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position. As a result, the County's OPEB liability was restated from $207,444,273 to $367,611,394 for governmental activities and $1,512,552 to $1,448,036 for business-type activities at December 31, 2017. The County elected to record the change in the OPEB liability, $24,438, within the transportation fund as a current year. Net position of the County's governmental activities and business-type activities at December 31, 2017 has been restated as follows:

		Business-type Activities	
	Governmental Activities	Airport Fund	Total Business-type Activities
Net position—December 31, 2017, as previously stated	$ (71,161,376)	$ 14,451,081	$ 32,315,417
GASB Statement No. 75 implementation:			
OPEB liability adjustment	(160,167,121)	40,078	40,078
Net position—December 31, 2017, as restated	$ (231,328,497)	$ 14,491,159	$ 32,355,495

Additionally, during the year ended December 31, 2018 (August 31, 2018 as to the DCC), the County's major component units, including the Dutchess Community College, Dutchess County Resource Recovery Agency, and the Dutchess County Water and Wastewater Authority, implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Net position of the County's major component units at December 31, 2017 (August 31, 2017 as to the DCC) has been restated as shown in the table on the following page.

	Major Component Units			
	Dutchess Community College (August 31, 2017)	Dutchess County Resource Recovery Agency	Dutchess County Water and Wastewater Authority	Total Major Component Units
Net position—December 31, 2017, as previously stated	$ 8,310,484	$ 8,000,331	$ 7,107,654	$ 23,418,469
GASB Statement No. 75 implementation:				
Deferred outflows of resources adjustment	2,156,867	-	-	2,156,867
OPEB liability adjustment	(26,893,194)	263,470	(1,042,935)	(27,672,659)
Other	-	4,017	-	4,017
Net position—December 31, 2017, as restated	$ (16,425,843)	$ 8,267,818	$ 6,064,719	$ (2,093,306)

Additionally, during the year ended December 31, 2018, the financial statements of the Dutchess County Soil and Water Conservation District (the "SWCD"), a nonmajor discretely presented component unit, were audited by other auditors; whereas, previously the SWCD financial statements were not audited. As a result, the SWCD ending net position as of December 31, 2017 has been restated to $243,177.

3. CASH, CASH EQUIVALENTS AND INVESTMENTS

The County's investment policies are governed by State statutes. In addition, the County has its own written investment policy. County monies must be deposited in Federal Deposit Insurance Corporation ("FDIC") insured commercial banks or trust companies located within the State. The County is authorized to use demand accounts and certificates of deposit. Permissible investments include obligations of the U.S. Treasury and U.S. Agencies, repurchase agreements, and obligations of New York State or its localities.

Collateral is required for demand deposit accounts, time deposit accounts and certificates of deposit at 100% of all deposits not covered by Federal deposit insurance. The County has entered into custodial agreements with the various banks which hold their deposits. These agreements authorize the obligation that may be pledged as collateral. Obligations that may be pledged as collateral are outlined in Chapter 623 of the laws of the State of New York.

Cash, cash equivalents and investments at December 31, 2018 are as follows:

	Governmental Activities	Business-type Activities	Fiduciary Funds	Total
Petty cash (uncollateralized)	$ 21,515	$ 700	$ -	$ 22,215
Deposits	83,890,759	7,831,116	5,347,317	97,069,192
U.S. Treasuries and money market funds	9,948,046	-	-	9,948,046
Discount note	3,344,679	-	-	3,344,679
Investments	34,584,253	-	-	34,584,253
Total	$ 131,789,252	$ 7,831,816	$ 5,347,317	$ 144,968,385

Deposits—All deposits are carried at fair value, and are classified by custodial credit risk at December 31, 2018 as follows:

	Bank Balance	Carrying Amount
FDIC insured	$ 2,618,115	$ 2,619,653
Uninsured:		
Collateral held by pledging bank's agent in the County's name	98,953,223	94,449,539
Total	$ 101,571,338	$ 97,069,192

Restricted Cash and Cash Equivalents—Restricted cash of the County consists of cash reported within the Capital Projects Fund in the amount of $28,287,399, and cash restricted for future debt service within both the General Fund and DTASC Fund of $7,880,030 and $3,350,864, respectively. Also included within restricted cash is General Fund (including self-insurance) balances subject to externally enforceable legal purpose restrictions, totaling $12,620,265, unearned revenues of $2,078,284, intergovernmental payables of $4,498,030 related to overpayments, and cash reported within the County's workers' compensation self-insured program in excess of the related restricted fund balance, totaling $244,916. These deposits were fully covered by FDIC insurance or collateral held by escrow agents in the name of the County or were cash equivalent discount notes.

Custodial Credit Risk—Deposits and Cash Equivalents—Custodial credit risk is the risk that in the event of a bank failure, the County's deposits and cash equivalents may not be returned to it. As noted above, by State Statute all deposits and cash equivalents in excess of FDIC insurance coverage must be collateralized. As of December 31, 2018, the County's deposits and cash equivalents were either FDIC insured or collateralized with securities held by the pledging bank's agent in the County's name.

Investments and Fair Value Measurements—At December 31, 2018, the County has investments in securities of $34,584,253, which consist of U.S. Treasury notes with maturities of six, nine and twelve months. Accounting standards provide the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1	Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the plan has the ability to access.
Level 2	Inputs to the valuation methodology include: • quoted prices for similar assets or liabilities in active markets; • quoted prices for identical or similar assets or liabilities in inactive markets; • inputs other than quoted prices that are observable for the asset or liability; • inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.
Level 3	Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The investments of the County at December 31, 2018 are considered level 1 inputs.

Custodial Credit Risk—Investments—For investments, this is the risk that, in the event of failure of the counterparty, the County will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Underlying securities must have a market value of at least the cost of the repurchase agreement

Credit Risk—In compliance with the State law, County investments are limited to obligations of the Federal government, obligations guaranteed by the Federal government where the payment of principal and interest are guaranteed by the Federal government, obligations of the State, time deposit accounts and certificates of deposit issued by a bank or trust company located in, and authorized to do business in, the State, and certain joint or cooperative investment programs.

Concentration of Credit Risk—To promote competition in rates and service cost, and to limit the risk of institutional failure, County deposits and investments are placed with multiple institutions.

Interest Rate Risk—The County investment policy limits investment maturities to two years as a means of managing its exposure to fair value losses arising from increasing interest rates.

Discretely Presented Component Units

i) Dutchess Community College

Cash and Cash Equivalents—Cash and cash equivalents consist of funds deposited in demand deposit accounts, time deposit accounts and certificates of deposit with maturities of less than three months at the time of purchase. At August 31, 2018, the College reports $22,780,474 of cash and cash equivalents.

The College's investment policies are governed by State statutes. The College has adopted its own written investment policy which provides for the deposit of funds in FDIC insured commercial banks or trust companies located within the State. The College is authorized to use demand deposit accounts, time deposit accounts and certificates of deposit. Permissible investments include obligations of the U.S. Treasury, U.S. Agencies, and obligations of New York State or its municipalities.

Collateral is required for demand deposits, time deposits and certificates of deposit at 100% of all deposits not covered by Federal deposit insurance. Obligations that may be pledged as collateral are obligations of the United States and its agencies and obligations of the State and its municipal and school district subdivisions.

Custodial credit risk is the risk that in the event of a bank failure, the College's deposits may not be returned to it. GASB directs that deposits be disclosed as exposed to custodial credit risk if they are not covered by depository insurance and the deposits are either uncollateralized, collateralized by securities held by the pledging financial institution or collateralized by securities held by the pledging financial institution's trust department but not in the College's name. The College's aggregate bank balances that were not covered by depository insurance were not exposed to custodial credit risk at August 31, 2018.

Investments—Investments consist of certificates of deposit with initial maturities of greater than three months. At August 31, 2018, the College reports $12,522,579 of investments at fair value in accordance with GASB.

The College was invested only in the above mentioned obligations and, accordingly, was not exposed to any interest rate risk or credit risk.

ii) Dutchess County Resource Recovery Agency

Cash and Cash Equivalents and Investments—Statutes authorize the Agency to maintain deposits with financial institutions and to invest in certificates of deposit, obligations of New York State, the United States of America Government and its agencies, and repurchase agreements collateralized by U.S. Obligations. The Agency has investments in money market funds, which invests at least 99.5% of assets in U.S. Treasury Bills.

In addition, the Agency, through the General Bond Resolution adopted August 6, 1998, is authorized to invest funds held under the Resolution in "Qualified Investments". Qualified investments include the above described investments as well as certain types of commercial paper, money market accounts and investment agreements.

In January 1999, the Agency entered into a Flexible Draw Investment Agreement between the Agency, a commercial entity, and the Bond Trustee, which provides for the investment of certain restricted funds until the maturity date of the bonds. The Agency has obtained a financial guaranty insurance policy, which provides for payment of amounts due under the agreement, if not made when due.

As of December 31, 2018, the Agency had cash deposited in various banks aggregating approximately $250,000, which is classified as Custodial Credit Risk Category 1, the lowest risk, as defined by GASB, as insured by the FDIC or collateralized with securities held by the entity's agent in the entity's name. As of December 31, 2018, the Agency had additional cash and cash equivalents and investments of $4,952,807 in various accounts, which are not covered by FDIC. The cash balances are collateralized with securities held by the counter party's trust department or agent in the entity's name and the investments are held by the counter party's trust department in the entity's name which are considered Custodial Credit Risk Category 2, as defined by the GASB.

Cash, cash equivalents and investments are as follows at December 31, 2018:

Bank balance	$3,205,128
U.S. Government money market	1,747,679
Total custodial credit risk Category 2	$4,952,807

Bank balances differ from the Agency's cash balances by the amount of outstanding items clearing in the following month.

Disclosures relating to risk and type of investments as presented above are indicative of activity and positions held during the year.

Restricted Cash and Investments—In accordance with the terms of the general bond resolution, bond and note proceeds, accrued interest receivable, the initial collection of tipping fees and energy revenues, and investments are administered and reported upon by a trustee on behalf of the Agency and are restricted.

The Debt Service Reserve Funds are funded in an amount equal to the greater of any annual principal and interest or sinking fund payments, but limited to 10% of the original principal amount of the 2017 Refunding bonds. The Reserve and Contingency Fund is funded in an amount at least equal to 10% of the debt service payments required for the current year. However, since these funds are not anticipated to be used in the subsequent year, they have been classified as restricted noncurrent assets in the statement of net position.

The proceeds from collections of energy revenues, which had not yet been released by the trustee, and funds available for the January 1st bond principal and interest payments, amounted to $1,959,796 at December 31, 2018, and are included in restricted cash. Additionally, the Agency records unspent proceeds from the Series 2017 bonds as noncurrent restricted cash and cash equivalents.

Restricted assets as of December 31, 2018 are summarized as follows:

Current restricted assets		
Series 2017	$	1,130,861
Energy revenues and debt service funds		828,935
Total current restricted assets	$	1,959,796
Noncurrent restricted assets		
Series 2017	$	1,900,934
Total noncurrent restricted cash and investments		1,900,934
Total restricted cash and investments	$	3,860,730

iii) Dutchess County Water and Wastewater Authority

Cash, Cash Equivalents and Investments—State statutes authorized the Authority to maintain deposits with financial institutions and to invest in certificates of deposits, obligations of New York State, the United States Government and its agencies, and repurchase agreements collateralized by U.S. obligations.

In addition, the Authority, through the General Bond Resolution adopted June 1, 1998, is authorized to invest funds held under the Resolution in "Qualified Investments". Qualified Investments include the above-described investments as well as certain types of commercial paper, money market accounts and investment agreements.

Cash deposits are secured by collateral valued at market or par, whichever is lower, less the amount of FDIC insurance. The Authority's deposits are categorized below to give an indication of the level or risk assumed by the Authority.

1. Insured or collateralized with securities held by the Authority or by its agent in the Authority's name;
2. Collateralized with securities held by the pledging institution's trust department or agent in the Authority's name;
3. Uncollateralized.

Investments are categorized into these three categories of credit risk:

1. Insured or registered, or securities held by the Authority or its agent in the Authority's name; included in Category 1 are funds invested in the securities of the United States Government and its agencies, and repurchase agreements collateralized by U.S. obligations; or,
2. Uninsured and unregistered, with securities held by the counter-party's trust department or agent in the Authority's name; or,
3. Uninsured and unregistered, with securities held by the counter-party or by its trust department or agent, but not in the Authority's name.

Cash, cash equivalents and investments (tier 1) by category are as follows as of December 31, 2018:

Cash in banks	$ 2,715,079
Investments:	
Money market funds	$ 1,821,437
U.S. Treasury bills and notes	1,874,230
Total investments	$ 3,695,667

At December 31, 2018, the Authority maintained $6,264,285 in unspent bond anticipation notes proceeds held by New York State Environmental Facilities Corporation for improvements to the Pinebrook and Greenfields wastewater treatment plant.

Disclosures relating to risk and type of investments as presented above are indicative of activity and positions held during the year.

Restricted Cash and Investments—The restricted cash and investments of the Authority consist of unexpended bond and note proceeds, which are invested in cash funds and investments under the control of bank trustees. These assets are restricted in use by bond covenants as described below as of December 31, 2018:

Construction reserve funds	$ 244,042
Debt service sinking funds	562
Debt service reserve funds	630,817
Held by EFC	431,075
Current restricted funds	1,306,496
Debt service reserve funds noncurrent	2,389,171
Total restricted funds	$ 3,695,667

The Debt Service Reserve funds are funded in an amount equal to an amount which is the lesser of, the maximum annual debt service required under the bond resolutions, 125% of the average annual debt service required by certain bond resolutions or the maximum amount that may be held in the Debt Service Reserve Fund without adversely affecting the tax-exempt status of bond series intended to be tax-exempt, currently 10% of the original issue amount. Since these reserves are not anticipated to be used in the subsequent year, they have been classified as restricted noncurrent assets on the statement of net position. Interest earnings on these reserves have been classified as current, as they are available to pay current debt.

iv) Aggregate Nonmajor Discretely Presented Component Units

The County's aggregate nonmajor discretely presented component units, the IDA and the SWCD, consider all demand deposits, time and savings accounts, and certificates of deposit with an original maturity of three months or less, to be cash and cash equivalents. At December 31, 2018, the IDA and the SWCD recorded $4,413,565 and $197,606 in cash and cash equivalents, respectively.

4. RECEIVABLES

Taxes Receivable—Represents amounts due from County taxpayers that remain unpaid. At December 31, 2018, the County recorded $40,883,672 related to taxes receivable. These amounts are reported net of an allowance for uncollectible taxes provision of $8,234,273.

Accounts Receivable—Represents amounts due from various sources. The County's accounts receivable at December 31, 2018 are presented below.

Governmental funds:	
General Fund	$ 9,250,279
Less: allowance for doubtful accounts	(1,182,512)
Nonmajor governmental funds	2,764
Total	$ 8,070,531
Proprietary funds:	
Airport Fund	$ 342,063
Transportation Fund	15,358
Dutchess County LDC	117,543
Total	$ 474,964
Fiduciary funds:	
Agency Fund	$ 3,159,938

Intergovernmental Receivables—Represents amounts due from other units of government, such as Federal, New York State or other local governments. Amounts are net of related advances from New York State. Intergovernmental receivables at December 31, 2018 are as shown below:

Governmental funds:		
General Fund:		
Due from state and federal	$ 36,068,804	
Other	821,465	$ 36,890,269
Capital Projects Fund:		
Due from state and federal		4,626,422
Nonmajor governmental funds:		
Due from state and federal		2,018,864
Total		$ 43,535,555
Proprietary funds:		
Airport Fund:		
Due from state and federal		$ 435,471
Transportation Fund:		
Due from state and federal	$ 4,408,140	
Other	92,313	4,500,453
Total		$ 4,935,924

Discretely Presented Component Units

i) Dutchess Community College

Significant receivables include amounts due from grants, pledges and students for fees and tuitions. These receivables are reported net of an allowance for uncollectible accounts and revenues net of uncollectibles. The allowance amount is estimated and recorded based on the College's historical bad debt experience and management's judgment. At August 31, 2018, the College reported total accounts receivable of $4,433,207, which is reported net of an allowance for uncollectible accounts of $2,161,195.

ii) Dutchess County Resource Recovery Agency

The Agency records accounts receivable of $864,363, which are reported net of an allowance for uncollectible accounts of $15,000.

iii) Dutchess County Water and Wastewater Authority

Significant receivables represent outstanding user fees, which total $2,329,916 at December 31, 2018. The Authority has an agreement with Dutchess County that provides for collection of outstanding user fess through the real property tax levy. Therefore, the Authority has not established an allowance for uncollectible accounts.

iv) Aggregate Nonmajor Discretely Presented Component Units

A County's aggregate nonmajor discretely presented component unit, the SWCD, records receivables at the amount management expects to collect from outstanding balances. At December 31, 2018, the SWCD records accounts receivable of $102,424.

5. CAPITAL ASSETS

Governmental activities—Capital asset activity for the primary government's governmental activities for the year ended December 31, 2018 was as follows:

	Balance 1/1/2018	Increases	Decreases	Balance 12/31/2018
Capital assets, not being depreciated:				
Land	$ 12,440,941	$ 123,214	$ -	$ 12,564,155
Right of way and easements	14,326,702	545,715	-	14,872,417
Construction in progress	16,816,391	46,565,110	21,175,748	42,205,753
Total capital assets, not being depreciated	43,584,034	47,234,039	21,175,748	69,642,325
Capital assets, being depreciated:				
Infrastructure	245,815,081	9,778,013	-	255,593,094
Buildings and building improvements	160,518,724	1,851,111	-	162,369,835
Improvements other than buildings	5,826,738	4,898,704	-	10,725,442
Machinery and equipment	64,244,568	4,816,864	1,247,589	67,813,843
Total capital assets, being depreciated	476,405,111	21,344,692	1,247,589	496,502,214
Less accumulated depreciation for:				
Infrastructure	152,295,494	10,686,621	-	162,982,115
Buildings and building improvements	110,546,502	5,449,051	-	115,995,553
Improvements other than buildings	2,058,143	1,816,222	-	3,874,365
Machinery and equipment	49,905,546	3,302,939	1,246,930	51,961,555
Total accumulated depreciation	314,805,685	21,254,833	1,246,930	334,813,588
Total capital assets, being depreciated, net	161,599,426	89,859	659	161,688,626
Governmental activities capital assets, net	$ 205,183,460	$ 47,323,898	$ 21,176,407	$ 231,330,951

Depreciation expense for governmental activities was charged to functions and programs of the primary government as follows:

General government support	$ 6,600,852
Public safety	2,259,062
Public health	53,593
Transportation	9,713,388
Economic assistance and opportunity	242,786
Culture and recreation	2,366,675
Home and community services	18,477
Total governmental activities	$ 21,254,833

Business-type activities—Capital asset activity for the primary government's business-type activities (Enterprise Funds) for the year ended December 31, 2018 was as follows:

	Balance 1/1/2018	Increases	Decreases	Balance 12/31/2018
Capital assets, not being depreciated:				
Land	$ 3,385,364	$ -	$ -	$ 3,385,364
Construction in progress	745,117	1,535,782	312,077	1,968,822
Total capital assets, not being depreciated	4,130,481	1,535,782	312,077	5,354,186
Capital assets, being depreciated:				
Infrastructure	32,828,376	73,158	-	32,901,534
Buildings and building improvements	13,565,076	-	-	13,565,076
Machinery and equipment	22,776,599	262,350	842,110	22,196,839
Total capital assets, being depreciated	69,170,051	335,508	842,110	68,663,449
Less accumulated depreciation for:				
Infrastructure	21,772,228	1,645,207	-	23,417,435
Buildings and building improvements	10,168,071	376,982	-	10,545,053
Machinery and equipment	13,100,399	3,033,929	842,110	15,292,218
Total accumulated depreciation	45,040,698	5,056,118	842,110	49,254,706
Total capital assets, being depreciated, net	24,129,353	(4,720,610)	-	19,408,743
Business-type activities capital assets, net	$ 28,259,834	$ (3,184,828)	$ 312,077	$ 24,762,929

Depreciation expense for business-type activities was charged to functions and programs of the primary government as follows:

Airport	$ 1,559,107
Transportation	3,483,419
Dutchess County LDC	13,592
Total business-type activities	$ 5,056,118

Discretely Presented Component Units

i) Dutchess Community College

Capital asset activity for the Dutchess Community College for the year ended August 31, 2018 is presented below:

	Balance 9/1/2017	Increases	Decreases	Balance 8/31/2018
Capital assets, not being depreciated:				
Land	$ 1,151,144	$ -	$ -	$ 1,151,144
Construction in progress	44,261	442,853	-	487,114
Total capital assets, not being depreciated	1,195,405	442,853	-	1,638,258
Capital assets, being depreciated:				
Building and improvements	87,082,101	1,698,008	-	88,780,109
Furniture and equipment	8,961,043	78,988	36,848	9,003,183
Total capital assets, being depreciated	96,043,144	1,776,996	36,848	97,783,292
Less: Accumulated depreciation	49,609,478	2,346,331	36,848	51,918,961
Total capital assets, being depreciated, net	46,433,666	(569,335)	-	45,864,331
Total capital assets, net	$ 47,629,071	$ (126,482)	$ -	$ 47,502,589

In addition to the College's capital assets, its component units, the Association and Foundation reported net capital assets, being depreciated of $26,073,402 and $0, respectively.

Assets under capital lease agreements at August 31, 2018 are as follows:

Cost basis	$ 5,227,174
Accumulated depreciation	(3,581,994)
Total	$ 1,645,180

Depreciation expense for the year ended August 31, 2018 was $2,346,331. The College also reports amortization of $53,168.

ii) Dutchess County Resource Recovery Agency

Capital asset activity for the Dutchess County Resource Recovery Agency for the year ended December 31, 2018 is presented below:

	Balance 1/1/2018	Increases	Decreases	Balance 12/31/2018
Capital assets, being depreciated:				
Property	$ 517,591	$ -	$ -	$ 517,591
Plant	63,774,179	-	-	63,774,179
Equipment	61,487	-	-	61,487
Total capital assets, being depreciated	64,353,257	-	-	64,353,257
Less: Accumulated depreciation	46,127,330	1,844,070	-	47,971,400
Total capital assets, net	$ 18,225,927	$ (1,844,070)	$ -	$ 16,381,857

Depreciation was recorded in the amount of $1,844,070 less amortization of deferred revenues associated with the funding of capital improvements of $13,853, resulting in $1,830,217 depreciation expense for the year ended December 31, 2018.

iii) Dutchess County Water and Wastewater Authority

Capital asset activity for the Dutchess County Water and Wastewater Authority for the year ended December 31, 2018 is presented below:

	Balance 1/1/2018	Increases	Decreases	Balance 12/31/2018
Capital assets, not being depreciated:				
Land	$ 955,608	$ -	$ -	$ 955,608
Construction in progress	9,074,106	3,387,830	5,489,746	6,972,190
Total capital assets, not being depreciated	10,029,714	3,387,830	5,489,746	7,927,798
Capital assets, being depreciated:				
Improvements	300,602	-	-	300,602
Buildings	17,480,237	4,892,698	-	22,372,935
Water system	55,612,557	1,483,178	-	57,095,735
Machinery and equipment	8,059,117	6,043	-	8,065,160
Sewage collection system	1,644,932	-	-	1,644,932
Total capital assets, being depreciated	83,097,445	6,381,919	-	89,479,364
Less: Accumulated depreciation	29,263,297	2,106,737	-	31,370,034
Total capital assets, being depreciated, net	53,834,148	4,275,182	-	58,109,330
Total capital assets, net	$ 63,863,862	$ 7,663,012	$ 5,489,746	$ 66,037,128

For the year ended December 31, 2018, depreciation was recorded in the amount of $2,106,737, less amortization of deferred revenues associated with the Central Dutchess Water Transmission Line of $595,853; which was put into service in 2007. The effects of these factors resulted in $1,510,884 in depreciation expense.

6. ACCRUED LIABILITIES

Accrued liabilities reported by governmental and proprietary funds at December 31, 2018, were as follows:

	Governmental Funds		
	General Fund	Nonmajor Governmental Funds	Total
Salaries and employee benefits	$ 3,084,172	$ 157,614	$ 3,241,786

	Proprietary Funds		
	Airport	Transportation	Total
Salaries and employee benefits	$ 13,178	$ 7,764	$ 20,942
Other	33,546	4,144	37,690
Total accrued liabilities	$ 46,724	$ 11,908	$ 58,632

7. PENSION OBLIGATIONS

Plan Descriptions and Benefits Provided

Employees' Retirement System—The County participates in the New York State and Local Employees' Retirement System ("ERS"), a cost-sharing multiple-employer retirement system. The System provides retirement benefits as well as death and disability benefits. The net position of the System is held in the New York State Common Retirement Fund (the "Fund"), which was established to hold all assets and record changes in fiduciary net position allocated to the System. The Comptroller of the State of New York serves as the trustee of the Fund and is the administrative head of the System. System benefits are established under the provisions of the NYSRSSL. Once a public employer elects to participate in the System, the election is irrevocable. The New York State Constitution provides that pension membership is a contractual relationship and plan benefits cannot be diminished or impaired. Benefits can be changed for future members only by enactment of a State statute. The System is included in the State's financial report as a pension trust fund. That report, including information with regards to benefits provided, may be found at www.osc.state.ny.us/retire/publications/index.php or obtained by writing to the New York State and Local Retirement System, 110 State Street, Albany, NY 12244.

The system is noncontributory, except for employees who joined the ERS after July 27, 1976 who contribute three percent (3%) of their salary for the first ten years of membership, and employees who joined on or after January 10, 2010, who generally contribute three percent (3%) to three and one half percent (3.5%) of their salary for their entire length of service. In addition, employee contribution rates under ERS Tier VI vary based on a sliding salary scale. The Comptroller annually certifies the actuarially determined rates expressly used in computing the employers' contributions based on salaries paid during the System's fiscal year ending March 31.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions—At December 31, 2018, the County reported the following liabilities for its proportionate share of the net pension liability for ERS. The net pension liability was measured as of March 31, 2018. The total pension liabilities used to calculate the net pension liabilities were determined by actuarial valuations as of April 1, 2017, with update procedures used to roll forward the total net pension liabilities to the measurement date. The County's proportion of the net pension liabilities were based on projections of the County's long-term share of contributions to the System relative to the projected contributions of all participating members, actuarially determined. This information was provided by the System in reports provided to the County.

	ERS	
	Governmental Activities	Business-type Activities
Measurement date	March 31, 2018	
Net pension liability	$ 14,687,677	$ 53,841
County's portion of the Plan's total net pension liability	0.4550870%	0.0016680%

For the year ended December 31, 2018, the County recognized pension expense of $17,455,758 and $63,986 for governmental activities and business-type activities, respectively. At December 31, 2018, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the sources shown on the following page.

	ERS			
	Deferred Outflows of Resources		Deferred Inflows of Resources	
	Governmental Activities	Business-type Activities	Governmental Activities	Business-type Activities
Differences between expected and actual experiences	$ 5,238,619	$ 19,202	$ 4,328,997	$ 15,869
Changes of assumptions	9,739,143	35,701	-	-
Net difference between projected and actual earnings on pension plan investments	21,332,688	78,198	42,108,587	154,354
Changes in proportion and differences between the County's contributions and proportionate share of contributions	789,969	2,896	1,297,893	4,758
County contributions subsequent to the measurement date	13,103,483	49,747	-	-
Total	$ 50,203,902	$ 185,744	$ 47,735,477	$ 174,981

County contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending December 31, 2019. Other amounts reported as deferred outflows of resources and deferred inflow of resources related to pensions will be recognized in pension expense as follows:

	ERS	
Year Ending December 31,	Governmental Activities	Business-type Activities
2019	$ 2,843,295	$ 10,423
2020	2,230,515	8,176
2021	(10,667,477)	(39,103)
2022	(5,041,391)	(18,480)

Actuarial Assumptions—The total pension liabilities as of the measurement date were determined by using an actuarial valuation as noted in the table below, with update procedures used to roll forward the total pension liabilities to the measurement date. The actuarial valuations used the following actuarial assumptions:

	ERS
Measurement date	March 31, 2018
Actuarial valuation date	April 1, 2017
Interest rate	7.00%
Salary scale	3.80%
Decrement tables	April 1, 2010 - March 31, 2015
Inflation date	2.50%
Cost-of-living adjustment	1.30%

Annuitant mortality rates are based on April 1, 2010 – March 31, 2015 System's experience with adjustments for mortality improvements based on Society of Actuaries' Scale MP-2014. The actuarial assumptions used in the April 1, 2017 valuation are based on the results of an actuarial experience study for the period April 1, 2010 – March 31, 2015.

The long-term rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by each the target asset allocation percentage and by adding expected inflation. Best estimates of the arithmetic real rates of return for each major asset class included in the target asset allocation are summarized below:

	ERS	
	Target Allocation	Long-Term Expected Real Rate of Return
Measurement date	March 31, 2018	
Asset class:		
Domestic equities	36.0 %	4.6 %
International equities	14.0	6.4
Private equity	10.0	7.5
Real estate	10.0	5.6
Absolute return strategies	2.0	3.8
Opportunistic portfolio	3.0	5.7
Real assets	3.0	5.3
Bonds and mortgages	17.0	1.3
Cash	1.0	(0.3)
Inflation-indexed bonds	4.0	1.3
Total	100.0 %	

Discount Rate—The discount rate used to calculate the total pension liabilities was 7.0%. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially. Based upon the assumptions, the System's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of the Net Pension Liability to the Discount Rate Assumption—The chart on the following page presents the County's proportionate share of the net pension liability/(asset) calculated using the discount rate of 7.0%, as well as what the County's proportionate share of the net pension liability/(asset) would be if they were calculated using a discount rate that is one percentage-point lower (6.0%) or one percentage-point higher (8.0%) than the current assumption.

	1% Decrease (6.0%)	Current Assumption (7.0%)	1% Increase (8.0%)
Governmental activities:			
Employer's proportionate share of the net pension liability/(asset)	$ 111,130,926	$ 14,687,677	$ (66,899,457)
Business-type activities:			
Employer's proportionate share of the net pension liability/(asset)	$ 407,364	$ 53,841	$ (245,228)

Pension Plan Fiduciary Net Position—The components of the current-year net pension liabilities of the employers as of the valuation date, was as follows:

	(Dollars in Thousands)
	ERS
Valuation date	April 1, 2017
Employers' total pension liability	$ 183,400,590
Plan fiduciary net position	180,173,145
Employers' net pension liability	$ 3,227,445
System fiduciary net position as a percentage of total pension liability	98.2%

Discretely Presented Component Units

i) Dutchess Community College

Plan Description and Benefits Provided

Employees' Retirement System—The College participates in the ERS. The plan description is the same as disclosed previously within this footnote.

Teachers' Retirement System—The College participates in the New York State Teachers' Retirement System ("TRS"). This is a cost-sharing multiple-employer retirement system. TRS provides retirement benefits as well as death and disability benefits to plan members and beneficiaries as authorized by the Education Law and Retirement and the New York State Retirement and Social Security Law ("NYSRSSL"). TRS is governed by a 10 member Board of Trustees. TRS benefits are established under New York State Law. Membership is mandatory and automatic for all full-time teachers, teaching assistants, guidance counselors and administrators employed in New York State Public Schools and BOCES who elect to participate in TRS. Once a public employer elects to participate in TRS, the election is irrevocable. The New York State Constitution provides that pension membership is a contractual relationship and plan benefits cannot be diminished or impaired. Benefits can be changed for future members only by enactment of a State statute. Additional information regarding TRS may be obtained by writing to the New York State Teachers' Retirement System, 10 Corporate Woods Drive, Albany, NY 12211-2395 or by referring to the NYSSTR Comprehensive Annual Financial Report which can be found on TRS' website at www.nystrs.org.

Plan members who joined the TRS before July 27, 1976, are not required to make contributions. Those joining after July 27, 1976 are required to contribute three percent (3.0%) to three and one half percent (3.5%) of their annual salary. Employees in the System more than ten years are no longer required to contribute. Pursuant to Article 11 of the Education Law, rates are established annually by the New York State Teachers' Retirement Board.

Pension Liabilities/(Assets), Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions—At August 31, 2018, the College reported the following liability/(asset) for its proportionate share of the net pension liability/(asset) for each of the Systems. The net pension liability/(asset) was measured as of March 31, 2018 for ERS and June 30, 2018 for TRS. The total pension liability/(asset) used to calculate the net pension liability/(asset) was determined by an actuarial valuation as of April 1, 2017 for ERS and June 30, 2017 for TRS. The College's proportion of the net pension liability was based on a projection of the College's long-term share of contributions to the Systems relative to the projected contributions of all participating members, actuarially determined. This information was provided by ERS and TRS in reports provided to the College.

	TRS	ERS
Measurement date	June 30, 2018	March 31, 2018
Net pension liability/(asset)	$ (707,829)	$ 1,361,853
The College's portion of the Plan's total net pension liability/(asset)	0.0391400%	0.0421960%

For the year ended August 31, 2018, the College recognized pension expense of $474,008 and $1,618,511 for TRS and ERS, respectively. At August 31, 2018, the College reported deferred outflows of resources and deferred inflows of resources related to pensions from the sources shown below:

	Deferred Outflows of Resources		Deferred Inflows of Resources	
	TRS	ERS	TRS	ERS
Differences between expected and actual experiences of economic and demographic assumptions	$ 528,955	$ 485,729	$ 95,814	$ 401,388
Changes in assumptions	2,474,328	903,021	-	-
Net difference between projected and actual earnings on pension plan investments	-	1,977,983	785,744	3,904,340
Changes in proportion and differences between the College's contributions and proportionate share of contributions	-	73,247	371,411	120,342
College contributions subsequent to the measurement date	104,144	681,863	-	-
Total	$ 3,107,427	$ 4,121,843	$ 1,252,969	$ 4,426,070

The College's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability/(asset) in the year ending August 31, 2019. Other amounts reported as deferred inflows of resources and deferred outflows of resources related to ERS and TRS will be recognized as pension expense as shown on the following page.

Year Ending August 31,	TRS	ERS
2019	$ 634,145	$ 263,633
2020	406,360	206,815
2021	(24,536)	(989,097)
2022	404,693	(467,441)
2023	283,992	-
Thereafter	45,660	-

Actuarial Assumptions—The pension liability as of the measurement date were determined by using actuarial valuation dates as noted below with update procedures used to roll forward the total pension liability/(asset) to the respective measurement dates. The actuarial valuations used the following actuarial assumptions:

	TRS	ERS
Measurement date	June 30, 2018	March 31, 2018
Actuarial valuation date	June 30, 2017	April 1, 2017
Interest rate	7.25%	7.00%
Salary scale	1.90%-4.72%	3.80%
Decrement tables	July 1, 2009 - June 30, 2014	April 1, 2010 - March 31, 2015
Inflation rate	2.25%	2.50%

For ERS, the long-term rate of return on pension plan investments is the same as disclosed within the County's primary government section of this footnote.

For TRS, annuitant mortality rates are based on July 1, 2009 – June 30, 2014 System experience with adjustments for mortality improvements based on Society of Actuaries Scale MP2014, applied on a generational basis. The actuarial assumptions used in the June 30, 2017 valuation are based on the results of an actuarial experience study for the period July 1, 2009 – June 30, 2014.

The long-term expected rate of return on pension plan investments was determined in accordance with Actuarial Standards of Practice ("ASOP") No. 27, *Selection of Economic Assumptions for Measuring Pension Obligations*. ASOP No. 27 provides guidance on the selection of an appropriate assumed investment rate of return. Consideration was given to expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) for each major asset class as well as historical investment data and plan performance. Best estimates of the arithmetic real rates of return for each major asset class included in the target asset allocation are summarized on the following page.

	Target Allocation		Long-Term Expected Real Rate of Return	
	TRS	ERS	TRS	ERS
Measurement date			June 30, 2018	March 31, 2018
Asset class:				
Domestic equities	33.0 %	36.0 %	5.8 %	4.6 %
International equities	16.0	14.0	7.3	6.4
Global equities	4.0	0.0	0.0	0.0
Private equity	8.0	10.0	8.9	7.5
Real estate	11.0	10.0	4.9	5.6
Absolute return strategies	0.0	2.0	9.0	3.8
Domestic fixed income securities	16.0	0.0	1.3	0.0
Global fixed income securities	2.0	0.0	0.9	0.0
High-yield fixed income securities	1.0	0.0	3.5	0.0
Opportunistic portfolio	0.0	3.0	0.0	5.7
Real assets	0.0	3.0	0.0	5.3
Bonds and mortgages	7.0	17.0	2.8	1.3
Cash	1.0	1.0	0.3	(0.3)
Inflation-indexed bonds	0.0	4.0	0.0	1.3
Total	100.0 %	100.0 %		

Discount Rate—The discount rate used to calculate the total pension liability/(asset) was 7.25% for TRS and 7.0% for ERS. The projection of cash flows used to determine the discount rate assumes that contributions from plan members will be made at the current contribution rates and that contributions from employers will be made at statutorily required rates, actuarially. Based upon the assumptions, the System's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability/(asset).

Sensitivity of the Proportionate Share of the Net Pension Liability/(asset) to the Discount Rate Assumption—The following chart presents the College's proportionate share of the net pension liability/(asset) calculated using the discount rate of 7.25% for TRS and 7.0% for ERS, as well as what the College's proportionate share of the net pension liability/(asset) would be if they were calculated using a discount rate that is one percentage-point lower (6.25% for TRS and 6.0% for ERS) or one percentage-point higher (8.25% for TRS and 8.0% for ERS) than the current assumption.

TRS	1% Decrease (6.25%)	Current Assumption (7.25%)	1% Increase (8.25%)
Employer's proportionate share of the net pension liability/(asset)	$ 4,862,903	$ (707,829)	$ (5,374,555)

ERS	1% Decrease (6.0%)	Current Assumption (7.0%)	1% Increase (8.0%)
Employer's proportionate share of the net pension liability/(asset)	$ 10,304,144	$ 1,361,853	$ (6,202,968)

Pension Plan Fiduciary Net Position—The components of the current-year net pension liabilities of the employers as of the valuation dates, were as follows:

	(Dollars in Thousands)		
	TRS	ERS	Total
Measurement date	June 30, 2018	March 31, 2018	
Employers' total pension liability	$ 118,107,253	$ 183,400,590	$ 301,507,843
Plan fiduciary net position	119,915,517	180,173,145	300,088,662
Employers' net pension liability/(asset)	$ (1,808,264)	$ 3,227,445	$ 1,419,181
System fiduciary net position as a percentage of total pension liability	101.5%	98.2%	99.5%

ii) Dutchess County Resource Recovery Agency

Plan Description and Benefits Provided

Employees' Retirement System—The Agency participates in the ERS. The plan description is the same as disclosed within the County's primary government section of this footnote.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions—At December 31, 2018, the Agency reported a liability of $8,572 for its proportionate share of the net pension liability. The net pension liability was measured as of March 31, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Agency's proportion of the net pension liability was based on a projection of the Agency's long-term share of contributions to the pension plan relative to the projected contributions of all participating members, actuarially determined.

At March 31, 2018, the Agency's proportion was 0.0002656 percent of the ERS liability.

For the year ended December 31, 2018, the Agency recognized pension expense of $32,396. At December 31, 2018, the Authority reported deferred outflows and inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
	ERS	
Differences between expected and actual experiences	$ 3,057	$ 2,526
Changes in assumptions	5,684	-
Net difference between projected and actual earnings on pension plan investments	12,450	24,575
Changes in proportion and differences between the Agency's contributions and proportionate share of contributions	55,417	6,251
Agency contributions subsequent to the measurement date	12,869	-
Total	$ 89,477	$ 33,352

Deferred outflows of resources and deferred inflows of resources related to pensions resulting from the Agency's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending December 31, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending December 31,	ERS
2019	$ 23,868
2020	17,295
2021	1,608
2022	485

Sensitivity of the Proportionate Share of the Net Pension Liability to the Discount Rate Assumption—The following chart represents the Agency's proportionate share of the net pension liability (asset) calculated using the discount rate of 7.0%, as well as what the Agency's proportionate share of the net pension liability would be if they were calculated using a discount rate that is one percentage-point lower (6.0%) or one percentage point higher (8.0%) than the current assumption.

	1% Decrease (6.0%)	Current Assumption (7.0%)	1% Increase (8.0%)
Employer's proportionate share of the net pension liability/(asset)—ERS	$ 64,857	$ 8,572	$ (39,043)

The actuarial assumptions, asset allocations and pension plan fiduciary net position are the same as those disclosed for the System within the County's portion of the footnote.

iii) Dutchess County Water and Wasterwater Authority

Plan Description and Benefits Provided

Employees' Retirement System— The Authority participates in the ERS. The plan description is the same as disclosed within the County's primary government section of this footnote.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions—At December 31, 2018, the Authority reported a liability of $158,901 for its proportionate share of the net pension liability. At March 31, 2018, the Authority's proportion was 0.0049234 percent of the ERS liability.

For the year ended December 31, 2018, the Authority recognized pension expense of $237,025. At December 31, 2018, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
	ERS	
Differences between expected and actual experiences	$ 56,675	$ 46,834
Changes in assumptions	105,365	-
Net difference between projected and actual earnings on pension plan investments	230,791	455,559
Changes in proportion and differences between the Authority's contributions and proportionate share of contributions	118,417	-
Authority contributions subsequent to the measurement date	167,257	-
Total	$ 678,505	$ 502,393

Deferred outflows of resources related to pensions resulting from the Authority's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending December 31, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	ERS
2019	$ 78,937
2020	62,437
2021	(92,280)
2022	(40,239)

Sensitivity of the Proportionate Share of the Net Pension Liability to the Discount Rate Assumption—The chart below represents the Authority's proportionate share of the net pension liability/(asset) calculated using the discount rate of 7.0%, as well as what the Authority's proportionate share of the net pension liability/(asset) would be if they were calculated using a discount rate that is one percentage-point lower (6.0%) or one percentage point higher (8.0%) than the current assumption.

	1% Decrease (6.0%)	Current Assumption (7.0%)	1% Increase (8.0%)
Employer's proportionate share of the net pension liability/(asset)—ERS	$ 1,202,290	$ 158,901	$ (723,764)

The actuarial assumptions, asset allocations and pension plan fiduciary net position are the same as those disclosed for the System within the County's portion of the footnote.

iv) Aggregate Nonmajor Discretely Presented Component Units

The SWCD participates in the ERS. The actuarial assumptions, asset allocations and pension plan fiduciary net position are the same as those disclosed for the system within the County's primary government section of this footnote. At December 31, 2018, the SWCD reported a net pension liability of $47,451, deferred outflows of resources in the amount of $144,793, and deferred inflows of resources in the amount of $213,480.

Sensitivity of the Proportionate Share of the Net Pension Liability to the Discount Rate Assumption—The chart below represents the Authority's proportionate share of the net pension liability/(asset) calculated using the discount rate of 7.0%, as well as what the SWCD's proportionate share of the net pension liability/(asset) would be if they were calculated using a discount rate that is one percentage-point lower (6.0%) or one percentage point higher (8.0%) than the current assumption.

	1% Decrease (6.0%)	Current Assumption (7.0%)	1% Increase (8.0%)
Employer's proportionate share of the net pension liability/(asset)—ERS	$ 359,024	$ 47,451	$ (216,128)

The actuarial assumptions, asset allocations and pension plan fiduciary net position are the same as those disclosed for the System within the County's portion of the footnote.

8. OTHER POSTEMPLOYMENT BENEFITS ("OPEB") OBLIGATION

Plan Description—Dutchess County Retiree Medical Program is a single-employer defined benefit healthcare plan administered by the New York State Employee Retirement System. The County provides certain health care benefits for retired employees including employees at the Airport (enterprise fund). The various collective bargaining agreements stipulate the employees covered and the percentage of contribution. Contributions by the primary government may vary according to length of service. Substantially all employees may become eligible for those benefits if they reach normal retirement age and length of service requirement while working for these entities. The cost of retiree health care benefits is recognized as an expenditure as premiums are paid within the governmental funds.

Employees Covered by Benefit Terms—At December 31, 2018, the following employees were covered by the benefit terms:

Active employees	1,460
Inactive employees or beneficiaries currently receiving benefit payments	790
Total	2,250

Under GASB Statement No. 75, the total OPEB liability represents the sum of expected future benefit payments which may be attributed to past service (or "earned"), discounted to the end of the fiscal year using the current discount rate. The total OPEB liability is analogous to the Unfunded Actuarial Accrued Liability ("UAAL") under GASB Statement No. 45.

Total OPEB Liability

The County's total OPEB liability for governmental and business-type activities of $410,430,151 and $1,616,701, respectively, was measured as of January 1, 2018, and was determined by an actuarial valuation as of January 1, 2017.

Actuarial Methods and Assumptions—Calculations are based on the types of benefits provided under the terms of the substantive plan, the plan as understood by the employer and the plan members, at the time of the valuation and on the pattern of cost sharing between the employer and plan members. The projection of benefits does not incorporate the potential effect of a change in the pattern of cost sharing between the employer and plan members in the future. Calculations reflect a long-term perspective, so methods and assumptions used include techniques that are designed to reduce short-term volatility.

In the January 1, 2017 actuarial valuation, the entry age normal actuarial cost method, over a level percent of pay was used. The single discount rate changed from 3.78% effective January 1, 2017 to 3.44% effective January 1, 2018. The salary scale assumed to increase at 3.0% per year. The RPH-2014 Total Dataset Mortality Tables, adjusted for mortality improvements with scale MP-2017 on a fully generational basis, were used for mortality rates. The 2015 New York State Employees' Retirement System rates were used for retirement rates. This rate was based on the April 1, 2010 to March 31, 2015 experience study released by the Retirement System's actuary and published in their August 2015 report. In order to estimate the change in the cost of healthcare, the actuaries healthcare cost trend rate used is 6.0%.

Changes in the Total OPEB Liability—The following table presents the changes to the total OPEB liability during the fiscal year, by source:

	Total OPEB Liability	
	Governmental Activities	Business-type Activities
Balances at December 31, 2017, as restated	$ 367,611,394	$ 1,448,036
Changes for the year:		
Service cost	12,937,349	50,961
Interest	14,242,764	56,103
Changes of assumptions	23,150,690	91,191
Benefit payments	(7,512,046)	(29,590)
Net changes	42,818,757	168,665
Balances at December 31, 2018	$ 410,430,151	$ 1,616,701

Sensitivity of the Total OPEB Liability to the Change in the Discount Rate and Healthcare Cost Trend Rate—The discount rate assumption can have an impact on the net OPEB liability. The following table presents the effect of a 1% change in the discount rate assumption would have on the net OPEB liability:

	1% Decrease (2.44%)	Current Discount Rate (3.44%)	1% Increase (4.44%)
Governmental activities:			
Net OPEB liability	$ 490,887,946	$ 410,430,151	$ 347,353,498
Business-type activities:			
Net OPEB liability	$ 1,933,628	$ 1,616,701	$ 1,368,240

Additionally, healthcare costs can be subject to considerable volatility over time. The table below presents the effect on the net OPEB liability of a 1% change in current (6.0%) healthcare cost trend rates.

	1% Decrease (5.0%)	Healthcare Cost Trend Rates (6.0%)	1% Increase (7.0%)
Governmental activities:			
Net OPEB liability	$ 337,632,605	$ 410,430,151	$ 506,579,109
Business-type activities:			
Net OPEB liability	$ 1,329,949	$ 1,616,701	$ 1,995,436

Funding Policy—Contributions by the primary government may vary according to length of service. The cost of providing postemployment health care benefits is shared between the County and the retired employee. Substantially all employees may become eligible for those benefits if they reach normal retirement age and length of service requirement while working for these entities. The cost of retiree health care benefits is recognized as an expenditure as premiums are paid within the governmental funds. For the year ended December 31, 2018, the County's governmental and business-type activities recognized OPEB expense of $30,741,758 and $121,093, respectively.

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB—The County reports deferred outflows of resources due to differences during the measurement period between the employer's contributions and its proportionate share of the total of certain contributions from employers included in the collective net OPEB liability. The County did not report any deferred inflows of resources related to OPEB at December 31, 2018. The table below presents the County's deferred outflows of resources at December 31, 2018.

	Deferred Outflows of Resources	
	Governmental Activities	Business-type Activities
Changes of assumptions	$ 19,589,045	$ 77,162
Benefit payments subsequent to the measurement date	8,544,961	33,659
Total	$ 28,134,006	$ 110,821

The County's contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ending December 31, 2019. Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending December 31,	Governmental Activities	Business-type Activities
2019	$ 3,561,645	$ 14,029
2020	3,561,645	14,029
2021	3,561,645	14,029
2022	3,561,645	14,029
2023 and thereafter	5,342,465	21,046

Discretely Presented Component Units

i) Dutchess Community College

Plan Description

The College's single-employer defined benefit OPEB plan, which is administered by the College, provides medical and Medicare Part B benefits to retired employees and their eligible dependents. The authority to establish and amend the benefit terms and financing requirements rests with the College Board of Trustees through negotiations with its employee groups. The plan does not accumulate assets to meet its future obligation and the plan is not administered through a trust or an equivalent arrangement. The OPEB plan does not issue a stand-alone financial report.

The College funds the cost of providing health care insurance to its retirees on a pay as you go basis. Total contributions to the plan to cover the College's share of retiree's insurance premiums for the year ended June 30, 2018 was $1,847,517.

Employees Covered by Benefit Terms—At July 1, 2017, the number of employees covered by the College's OPEB plan:

Active employees	389
Inactive employees or beneficiaries currently receiving benefit payments	214
Total	603

Total OPEB Liability

The College's total OPEB liability of $87,994,776 was measured as of September 1, 2017 and was determined by an actuarial valuation as of September 1, 2016.

Actuarial Methods and Assumptions—The total OPEB liability in the September 1, 2016 actuarial valuation was determined using an inflation rate of 2.20%, a payroll growth rate of 2.00%, and a discount rate of 3.51%, applied to all periods included in the measurement. The discount rate was based on the Bond Buyer 20 Year Bond GO Index, which is a 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The medical trend rates are estimated with the Medicare Part B trend expected to increase 5% a year. Mortality was based on RP-2014 Mortality Table, sex distinct, with generational mortality adjusted to 2006 using the MP-2014 and projected forward with scale MP-2017.

Changes in the Total OPEB Liability—The following table presents the changes to the total OPEB liability during the fiscal year, by source:

	Total OPEB Liability
Balance at August 31, 2017, as restated	$ 93,721,559
Changes for the year:	
Service cost	3,672,802
Interest	2,735,372
Changes of assumptions	(9,978,090)
Benefit payments	(2,156,867)
Net changes	(5,726,783)
Balance at August 31, 2018	$ 87,994,776

Sensitivity of the Total OPEB Liability to the Change in the Discount Rate—The following table presents the total OPEB liability of the College, as well as what the College's total OPEB liability would be if it calculated using a discount rate that is 1% lower or 1% higher than the current discount rate:

	1% Decrease (2.51%)	Current Discount Rate (3.51%)	1% Increase (4.51%)
Total OPEB liability	$ 103,493,986	$ 87,994,776	$ 75,661,964

Sensitivity of the Total OPEB Liability to the Change in the Healthcare Cost Trend Rate—The following table presents the total OPEB liability of the College, as well as what the College's total OPEB liability would be if it calculated using a healthcare cost trend rate that is 1% lower or 1% higher than the current healthcare cost trend rate:

	1% Decrease (4.0%)	Current Healthcare Trend Rate (5.0%)	1% Increase (6.0%)
Total OPEB liability	$ 73,986,658	$ 87,994,776	$ 106,049,168

Funding Policy—Contributions by the primary government may vary according to length of service. The cost of providing postemployment health care benefits is shared between the College and the retired employee. Substantially all employees may become eligible for those benefits if they reach normal retirement age and length of service requirement while working for these entities. The cost of retiree health care benefits is recognized as an expenditure as premiums are paid within the governmental funds. For the year ended June 30, 2018, the recognized OPEB expense of $3,335,427.

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB—At August 31, 2018, the College reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	$ -	$ 8,153,942
Benefit payments subsequent to the measurement date	2,397,410	-
Total	$ 2,397,410	$ 8,153,942

The College's contributions subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ending August 31, 2019. Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending December 31,	
2019	$ (1,824,148)
2020	(1,824,148)
2021	(1,824,148)
2022	(1,824,148)
2023 and thereafter	(857,350)

ii) Dutchess County Resource Recovery Agency

Plan Description

The Agency provides postemployment health insurance coverage to retired employees through a self-administered single employer plan in accordance with the provisions of various employment contracts. The benefit levels, employee contributions and employer contributions are goverened by the Agency's policy. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The plan does not issue a stand-alone financial report.

The Agency's OPEB plan subsidizes the cost of healthcare to eligible retired employees and their spouses. Eligibility is based on the respective rules of the New York State and Local Employees Retirement System ("ERS"), as well as the provisions of the Agency's agreements with its employees.

Employees Covered by Benefit Terms—At December 31, 2018, the Agency had 1 active employee and 5 retired employees covered by benefit terms.

Total OPEB Liability

The Agency's total OPEB liability of $264,818 was determined by an actuarial valuation as of December 31, 2018.

Actuarial Methods and Assumptions—The total OPEB liability in the December 31, 2018 actuarial valuation was determined using an inflation rate of 3.00%, a discount rate of 4.19%, and healthcare cost trend rates ranging from 7.60% to 3.00%, reduced incrementally to an ultimate rate of 4.70% to 3.00%, applied to all periods included in the measurement. The discount rate was based on a review of the yield derived from the 20 Year AA Municipal GO Bond Rate Index per Fidelity Investments. Mortality was based on RP-2000 Mortality Table.

Changes in the Total OPEB Liability—The following table presents the changes to the total OPEB liability during the fiscal year, by source:

	Total OPEB Liability
Balance at December 31, 2017, as restated	$ 416,087
Changes for the year:	
Service cost	82,323
Interest	11,610
Change of benefit terms	(140,571)
Changes of assumptions	(36,153)
Benefit payments	(68,478)
Net changes	(151,269)
Balance at December 31, 2018	$ 264,818

Sensitivity of the Total OPEB Liability to the Change in the Discount Rate—The table on the following page presents the total OPEB liability of the Agency, as well as what the Agency's total OPEB liability would be if it calculated using a discount rate that is 1% lower or 1% higher than the current discount rate.

	1% Decrease (3.19%)	Current Discount Rate (4.19%)	1% Increase (5.19%)
Total OPEB liability	$ 285,388	$ 264,818	$ 246,366

Sensitivity of the Total OPEB Liability to the Change in the Healthcare Cost Trend Rate—The following table presents the total OPEB liability of the Agency, as well as what the Agency's total OPEB liability would be if it calculated using a healthcare cost trend rate that is 1% lower or 1% higher than the current healthcare cost trend rate:

	1% Decrease (6.60%/3.70%)	Current Healthcare Trend Rate (7.60%/4.70%)	1% Increase (8.60%/5.70%)
Total OPEB liability	$ 245,082	$ 264,818	$ 286,456

iii) Dutchess County Water and Wastewater Authority

Plan Description

The Authority provides continuation of medical insurance coverage to employees that retire under the New York State Retirement Systems at the same time they end their service to the Authority. The benefit levels, employee contributions, and employer contributions are governed by the Authority's contractual agreements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Employees Covered by Benefit Terms—At December 31, 2018, the Authority had 25 active employees and 5 retired employees covered by benefit terms.

Total OPEB Liability

The Authority's total OPEB liability of $2,526,908 was determined by an actuarial valuation as of December 31, 2018.

Actuarial Methods and Assumptions—The total OPEB liability in the December 31, 2018 actuarial valuation was determined using an inflation rate of 2.50%, a discount rate of 4.19%, and healthcare cost trend rates ranging from 7.60% to 3.00%, reduced incrementally to an ultimate rate of 4.70% to 3.00%, applied to all periods included in the measurement. The discount rate was based on a review of the yield derived from the 20 Year AA Municipal GO Bond Rate Index per Fidelity Investments. Mortality rates were based on April 1, 2010 – March 31, 2015 NYSLRS experience with adjustments for mortality improvements based on the SOA Scale MP-2014.

Changes in the Total OPEB Liability—The following table presents the changes to the total OPEB liability during the fiscal year, by source:

	Total OPEB Liability
Balance at December 31, 2017, as restated	$ 2,790,742
Changes for the year:	
Service cost	131,287
Interest	70,031
Change of benefit terms	(650,072)
Changes of assumptions	217,465
Benefit payments	(32,545)
Net changes	(263,834)
Balance at December 31, 2018	$ 2,526,908

Sensitivity of the Total OPEB Liability to the Change in the Discount Rate—The following table presents the total OPEB liability of the Authority, as well as what the Authority's total OPEB liability would be if it calculated using a discount rate that is 1% lower or 1% higher than the current discount rate:

	1% Decrease (3.19%)	Current Discount Rate (4.19%)	1% Increase (5.19%)
Total OPEB liability	$ 2,865,054	$ 2,526,908	$ 2,244,779

Sensitivity of the Total OPEB Liability to the Change in the Healthcare Cost Trend Rate—The following table presents the total OPEB liability of the Authority, as well as what the Authority's total OPEB liability would be if it calculated using a healthcare cost trend rate that is 1% lower or 1% higher than the current healthcare cost trend rate, which ranges from 7.6% to 3.0%, while the ultimate healthcare cost trend rate is 4.7%.

	1% Decrease (6.60%/3.70%)	Current Healthcare Trend Rate (7.60%/4.70%)	1% Increase (8.60%/5.70%)
Total OPEB liability	$ 2,200,917	$ 2,526,908	$ 2,926,011

9. DEFERRED COMPENSATION PLAN

The County offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all County employees, permits them to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency.

As of October 1, 1997 the New York State Deferred Compensation Board (the "Board") created a Trust and Custody agreement making Chase Manhattan Bank the Trustee and Custodian of the Plan. Since the Board is no longer the trustee of the plan, the plan no longer meets the criteria for inclusion in New York State's financial statements. Municipalities which participate in New York State's Deferred Compensation Plan are no longer required to record the value of the plan assets. At December 31, 2018, the market value, as reported by the New York State Deferred Compensation Plan, of the plan assets totaled $154,546,689.

10. RISK MANAGEMENT

The County is exposed to various risks of loss related to property damage and destruction of assets, vehicle liability, injuries to employees, and unemployment insurance. The County purchases commercial insurance to cover such potential risks. The County purchases insurance for general liability, property, automobile, building, law enforcement, crime, airport, public entity management, employment related practices liability, foster care liability and owners and contractors protective (OCP Liability) and medical malpractice coverage. The general liability insurance is limited to $1 million per occurrence and an aggregate $2 million limit. All other policies have limits ranging from $1 million to $20 million. The County has not incurred claims over the respective coverage limits in any of the last three fiscal years.

The Plan maintains insurance coverage for claims in excess of $1,100,000. The County estimates $1,000,000 related to general claims against the County which is recorded within governmental activities long-term liabilities at December 31, 2018.

The Dutchess County Self-Insured Workers' Compensation Plan (the "Plan") was organized in 1980 to provide a program of workers' compensation coverage for its member organizations. All political subdivisions in the County are eligible to participate. The Plan's general objectives are to formulate, develop, and administer, on behalf of the member political subdivisions, a program of workers' compensation insurance and to develop a comprehensive loss control program. Plan members are subject to a supplemental assessment in the event of deficiencies. If the assets of the Plan were to be exhausted, members would not be responsible for the Plan's liabilities but would remain responsible for their individual liabilities, which would include their estimated claims and related administrative obligations. A Plan member would also be responsible for its individual liabilities if it were to withdraw from the Plan. Plan members currently include one city, nine towns, three villages, Dutchess Community College, Dutchess County Resource Recovery Agency and Dutchess County. The County is the predominant participant in the workers' compensation risk pool and, therefore, the activity of the Plan is recorded in the County's General Fund.

The Plan establishes a liability for both reported and unreported insured events, which includes estimates of both future payments of losses and related claim adjustment expenses. The following information supplied by the Plan Administrator represents changes in those aggregate liabilities for the Plan during the past two years:

Year Ended December 31,	Liability, Beginning of Year	Claims and Adjustments	Claim Payments and Adjustments	Liability, End of Year
2018	$ 29,454,247	$ 2,444,199	$ 3,540,141	$ 28,358,305
2017	26,904,529	6,167,340	3,617,622	29,454,247

The financial information for the self-insurance plan is reported on the modified accrual basis within the General Fund. The liability for workers' compensation claims payable is recorded within governmental activities long-term liabilities at December 31, 2018.

11. LEASES

Operating Leases—The County's leases buildings, equipment and office space under non-cancelable operating leases. Total costs for such leases were $4,112,577 and $279,390 for governmental activities and business-type activities, respectively, for the year ended December 31, 2018.

Future minimum lease payments at December 31, 2018 are presented below:

Year Ending December 31,	Governmental Activities	Business-type Activities	Total
2019	$ 2,277,018	$ 196,686	$ 2,473,704
2020	1,376,376	7,000	1,383,376
2021 and thereafter	879,494	28,000	907,494
Total	$ 4,532,888	$ 231,686	$ 4,764,574

Discretely Presented Component Units:

i) Dutchess Community College

Capital Lease—The College entered into a capital lease to finance the construction of energy saving improvements and equipment. The lease financed $3,148,000 for these improvements during 2007 with a final maturity of May 29, 2023. The interest rate on the lease is 4.42% with monthly principal and interest payments of $24,942. The future minimum payments required under the lease as of August 31, 2018 are presented below:

Year Ending August 31,	Principal	Interest
2019	$ 247,695	$ 50,698
2020	258,868	39,483
2021	270,545	27,764
2022	282,748	15,515
2023	220,399	3,268
Total	$ 1,280,255	$ 136,728

Interest expense related to capital lease obligations was approximately $62,669 in 2018.

12. SHORT-TERM DEBT

Discretely Presented Component Units:

i) Dutchess County Water and Wastewater Authority

State law requires that BANs issued for capital purposes be converted to long-term obligations within five years after the original issue date. However, BANs issued for assessable improvement projects may be renewed for periods equivalent to the life of permanent financing, provided that annual reductions of principal are made. The following is a summary of the Authority's short-term debt for the year ended December 31, 2018:

Description	Interest Rate	Balance 1/1/2018	Increases	Decreases	Balance 12/31/2018
EFC BANs - Shore Haven water system	0.00-1.17%	$ 2,732,941	$ -	$ 2,732,941	$ -
Building Purchase	1.97%	-	1,250,000	-	1,250,000
Total		$ 2,732,941	$ 1,250,000	$ 2,732,941	$ 1,250,000

13. LONG-TERM LIABILITIES

In the government-wide financial statements, long-term debt and other long-term obligations are reported as noncurrent liabilities in the statement of net position.

In the fund financial statements, governmental funds recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources, while discounts on debt issuances are reported as other financing uses. Further, the unmatured principal of general long-term debt does not require current appropriations and expenditure of governmental fund financial resources.

The County's outstanding long-term liabilities include bonds payable, compensated absences, environmental clean up, workers' compensation and general claims, other postemployment benefits ("OPEB") obligation, and net pension liability. A summary of changes in the County's long-term liabilities for the year ended December 31, 2018 is presented below.

	Balance 1/1/2018 (as restated)	Additions	Reductions	Balance 12/31/2018	Due Within One Year
Governmental activities:					
Bonds payable:					
Serial bonds	$ 89,671,554	$ 53,517,400	$ 12,983,345	$ 130,205,609	$ 13,536,484
Premiums on serial bonds	7,201,102	286,166	712,052	6,775,216	725,874
DTASC tobacco settlement bonds	49,345,000	-	620,000	48,725,000	2,015,000
Premium on DTASC bonds	3,649,691	-	45,857	3,603,834	149,035
DTASC subordinate turbo CABs	5,879,174	410,985	-	6,290,159	-
Total bonds payable	155,746,521	54,214,551	14,361,254	195,599,818	16,426,393
Compensated absences	9,437,501	380,312	272,925	9,544,888	477,244
Environmental clean up	124,000	-	116,000	8,000	8,000
Workers' compensation and general claims	30,454,247	2,444,199	3,540,141	29,358,305	5,728,500
OPEB obligation	367,611,394	50,330,803	7,512,046	410,430,151	-
Net pension liability*	43,249,327	-	28,561,650	14,687,677	-
Total governmental activities	$ 606,622,990	$ 107,369,865	$ 54,364,016	$ 659,628,839	$ 22,640,137
Business-type activities:					
Bonds payable:					
Airport bonds	$ 969,563	$ 1,200,000	$ 265,653	$ 1,903,910	$ 235,364
Transportation bonds	1,258,884	232,136	226,003	1,265,017	302,688
Premiums on serial bonds	-	25,404	-	25,404	1,270
Total bonds payable	2,228,447	1,457,540	491,656	3,194,331	539,322
Compensated absences	39,265	36	5,520	33,781	1,689
OPEB obligation	1,448,036	198,255	29,590	1,616,701	-
Net pension liability*	196,573	-	142,732	53,841	-
Total business-type activities	$ 3,912,321	$ 1,655,831	$ 669,498	$ 4,898,654	$ 541,011

*(Reductions to the net pension liability are shown net of additions.)

Serial Bonds—General obligation bonds of the County (not including the DTASC debt) are issued principally as serial bonds, which are due at various times through 2048. The bonds are issued primarily to finance acquisition or construction of capital facilities. General obligation bonds have been issued for governmental activities. General obligation bonds are direct obligations and pledge the full faith and

credit of the County. Principal and interest payments are included in the expenditures of the General Fund. The County has utilized 6.2% of its constitutional debt limit as of December 31, 2018.

On March 1, 2018, the County issued $54,949,536 in public improvement serial bonds for various capital improvements and equipment purchases. Series 2018A bonds were issued at a premium of $311,570, carry an interest rate between 3.00 and 3.25 percent, and mature in March 2038. Series 2018B bonds were not issued at a premium, carry an interest rate between 3.25 and 4.00 percent, and mature in March 2048.

A summary of additions and payments for the year ended December 31, 2018 is shown below:

Description	Maturity Date	Interest Rate (%)	Balance 1/1/2018	Increases	Decreases	Balance 12/31/2018
Governmental activities:						
2006 Refunding	2018	4.00-5.00	$ 95,000	$ -	$ 95,000	$ -
2008 Public Improvement	2023	3.00-5.00	425,000	-	425,000	-
2009 Refunding Series A	2018	3.00-4.00	160,000	-	160,000	-
2009 Refunding Series B	2021	3.00-4.00	1,775,000	-	455,000	1,320,000
2010 Public Improvement	2025	2.00-4.00	7,807,366	-	1,247,635	6,559,731
2011 Public Improvement	2031	2.00-3.50	7,730,000	-	745,000	6,985,000
2011 Refunding	2022	2.00-5.00	728,052	-	209,950	518,102
2012 Public Improvement	2032	2.00-4.00	5,412,500	-	594,500	4,818,000
2013 Public Improvement	2033	2.00-4.13	3,048,000	-	486,000	2,562,000
2014 Public Improvement	2034	2.13-5.00	15,315,986	-	2,089,946	13,226,040
2015 Public Improvement	2035	2.00-5.00	21,353,000	-	2,963,000	18,390,000
2015 Refunding	2027	2.00-5.00	9,971,650	-	1,942,314	8,029,336
2016 Public Improvement	2028	3.00-4.00	10,950,000	-	1,270,000	9,680,000
2017 Public Improvement	2037	2.00-3.00	4,900,000	-	300,000	4,600,000
2018 Public Improvement Series A	2038	3.00-3.25	-	13,517,400	-	13,517,400
2018 Public Improvement Series B	2048	3.25-4.00	-	40,000,000	-	40,000,000
Total governmental activities			$ 89,671,554	$ 53,517,400	$ 12,983,345	$ 130,205,609
Business-type activities:						
2010 Public Improvement—Airport	2025	2.00-4.00	$ 65,000	$ -	$ 8,000	$ 57,000
2010 Public Improvement—Transportation	2025	2.00-4.00	177,634	-	19,366	158,268
2011 Public Improvement—Transportation	2031	2.00-3.50	405,000	-	45,000	360,000
2011 Refunding—Airport	2022	2.00-5.00	221,949	-	45,050	176,899
2012 Public Improvement—Transportation	2032	2.00-4.00	7,500	-	500	7,000
2013 Public Improvement—Airport	2033	2.00-4.13	297,000	-	49,000	248,000
2014 Public Improvement—Airport	2034	2.13-5.00	19,014	-	10,053	8,961
2015 Public Improvement—Transportation	2035	2.00-5.00	367,000	-	122,000	245,000
2015 Refunding—Airport	2035	2.00-5.00	366,600	-	153,550	213,050
2015 Refunding—Transportation	2027	2.00-5.00	201,750	-	19,137	182,613
2017 Public Improvement	2037	2.00-3.00	100,000	-	20,000	80,000
2018 Public Improvement—Airport	2038	3.00-3.25	-	1,200,000	-	1,200,000
2018 Public Improvement—Transportation	2038	3.00-3.25	-	232,136	-	232,136
Total business-type activities			$ 2,228,447	$ 1,432,136	$ 491,656	$ 3,168,927

DTASC Debt—In 2003, DTASC issued $47,815,000 of the New York Counties Tobacco Trust III Tobacco Settlement Pass-Through Bonds, Series 2003 ("Series 2003 Term Bonds") pursuant to an indenture dated as of December 18, 2003. The issue value of the bonds was $45,912,363, net of a bond discount of $1,902,637. Net proceeds were paid to the County for deposit to an escrow fund as a purchase from the County of all of the County's right, title and interest, under the MSA and the Decree, including the Tobacco Settlement Revenues ("TSR"). On September 22, 2016, DTASC issued $49,520,000 of Tobacco Settlement Asset Backed Refunding Bonds, Series 2016. The Series 2016 bonds and additional

consideration received as a result of the refunding transaction were used to redeem or exchange all of DTASC's Tobacco Settlement Asset Backed Bonds Series 2003 outstanding in the aggregate principal amount of $22,250,000. As a result, the Series 2003 Term Bonds have been removed from the financial statements. Additionally, the Series 2016 Bonds' proceeds were used to acquire by negotiated purchase the initial principal amount of outstanding NYCTT Subordinate Bonds component S4B attributable to DTASC, to cancel the related NYCTT Subordinate Bonds component S2, and redeem NYCTT Subordinate Bonds component S1 bonds.

On November 15, 2005, DTASC participated in New York Counties Tobacco Trust V ("NYCTT"), along with 23 other New York County Tobacco Corporations, and issued Tobacco Settlement Pass-Through Bonds—Subordinate Turbo CABs in various series for the purpose of securitizing additional future tobacco settlement revenues. The proceeds of these bonds, $25,500,000 (after the deduction of $736,279 in bond issuance and underwriter costs), were used to purchase tobacco settlement rights from the County. The issuance had four components and payments on the Subordinate Turbo CABs were subordinate to the Series 2003 Term Bonds. As a result of the Tobacco Asset Back Refunding Bonds, Series 2016 transaction as described below, only the Series 2005 S3 Subordinate Turbo CABs remain.

In the event sufficient funds are not available to meet Planned Payment Maturities, Rated Maturity dates will be used.

Changes in DTASC bonds payable for the year ended December 31, 2018 are presented as follows:

Description	Year of Maturity	Yield	Beginning Balance 1/1/2018	Additions	Deletions	Ending Balance 12/31/2018	Amount Due Within One Year
Tobacco Settlement Bonds:							
Series 2016	2035	various	$ 49,345,000	$ -	$ 620,000	$ 48,725,000	$ 2,015,000
Plus: Bond premium			3,649,691	-	45,857	3,603,834	149,035
Net Tobacco Settlement Bonds			$ 52,994,691	$ -	$ 665,857	$ 52,328,834	$ 2,164,035

DTASC debt service requirements based upon planned principal payments for Tobacco Settlement Bonds, Series 2016 are as follows:

Year Ending December 31,	Principal	Interest	Total
2019	$ 2,015,000	$ 2,543,850	$ 4,558,850
2020	1,775,000	2,430,150	4,205,150
2021	1,885,000	2,320,350	4,205,350
2022	1,990,000	2,204,100	4,194,100
2023	2,120,000	2,080,800	4,200,800
2024-2028	12,770,000	8,323,400	21,093,400
2029-2033	16,985,000	4,512,375	21,497,375
2034-2035	9,185,000	489,625	9,674,625
Total	$ 48,725,000	$ 24,904,650	$ 73,629,650

Subordinate Turbo CABs—Interest on the Subordinate Turbo CABs is compounded semi-annually on June 1 and December 1, but is not payable until bond maturity. Interest accretes until both principal and accreted interest are paid. Future interest accretion has been recorded as bond discount and amortized as the current interest accretes. The accreted interest on the Subordinate Turbo CABs is reflected within the Subordinate Turbo CABs payable liability.

A summary of the Subordinate Turbo CABs net bond balance activity for the year ended December 31, 2018 follows:

	Interest Rate	Original Principal	Beginning Balance 1/1/2018	Annual Net Interest Accretion	Reductions	Ending Balance 12/31/2018
Subordinate Turbo CABs	6.00%-7.85%	$ 26,236,279	$ 5,879,174	$ 410,985	$ -	$ 6,290,159

Redemption of the Subordinate Turbo CABs as outlined in the New York Counties Tobacco Trust VI Tobacco Settlement Pass-Through Bonds, Series 2016 official statement totals $22,446,736 and is scheduled to be paid from 2035 to 2040, while early payment is allowed. During the year ended December 31, 2018, DTASC did not make any redemption payments. Outstanding Subordinate Turbo CABs consist of one installment, Series 2005 S3. Any debt service amounts not paid in accordance with the Turbo Redemption Payments schedule will be due and payable on June 1, 2055.

Amortization of Bond Premiums and Discount—During the year ended December 31, 2018, the County issued serial bonds, which included a bond premium of $311,570. Additionally, during previous years, the County issued advanced refunding serial bonds which included bond premiums. The premiums are being amortized on a straight-line basis over the life of the bonds, with maturity dates ranging from 2021 to 2048. The total unamortized premium of the County as of December 31, 2018 was $6,775,216 and $25,404 for governmental and business-type activities, respectively. Additionally, DTASC issued Tobacco Settlement Asset Backed Refunding Bonds during the year ended December 31, 2016 which included a bond premium. The total unamortized premium of the DTASC as of December 31, 2018 was $3,603,834.

Compensated Absences—As explained in Note 1, compensated absences are recorded in the government-wide and proprietary fund financial statements. Governmental funds report only matured compensated absences payable to currently terminating employees which are included in wages and benefits. The payment of compensated absences is dependent on many factors and, therefore, cannot be reasonably estimated as to future timing of payment. The annual budgets of operating funds provide for such as amounts become payable. The values recorded at December 31, 2018 for governmental and business-type activities are $9,544,888 and $33,781, respectively, of which $477,244 and $1,689 is expected to become available within one year, respectively.

Environmental Clean Up—The results of the County's evaluation of its underground storage tank removal concluded with an estimate of $8,000 liability remaining, which is recorded in the governmental activities of the government-wide financial statements.

Workers' Compensation and General Claims—As explained in Note 10, the County is self-insured. Liabilities are established for workers' compensation and general claims in accordance with GASB requirements. At December 31, 2018, the County reported $28,358,305 of workers' compensation liability and $1,000,000 as general claims. Estimated long-term contingent loss liabilities in the governmental fund types have been reported as long-term liabilities in the government-wide financial statements. The proprietary funds have no loss contingency liability other than workers' compensation, which is only recognized when invoiced from the County.

OPEB Obligation—As explained in Note 8, the County provides medical, dental, and life insurance benefits for retirees, spouses, and their covered dependents while contributing a portion of the expenses. The County's annual OPEB cost is measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position.

The County's long-term OPEB obligation is estimated to be $410,430,151 and $1,616,701 at December 31, 2018 for governmental and business-type activities, respectively.

Net Pension Liability—The County reports a liability for its proportionate share of the net pension liability for the Employees' Retirement System. The net pension liability is estimated to be $14,687,677 and $53,841 in the governmental and business-type activities, respectively. Refer to Note 7 for additional information related to the County's net pension liability.

The following is a maturity schedule of the County's indebtedness:

	Governmental Activities				
Year Ending December 31,	Serial Bonds	Premiums on Serial Bonds	DTASC Tobacco Settlement Bonds	Premium on DTASC Bonds	DTASC Subordinate Turbo CABs
2019	$ 13,536,484	$ 725,874	$ 2,015,000	$ 149,035	$ -
2020	12,304,735	725,874	1,775,000	131,284	-
2021	10,222,163	725,874	1,885,000	139,420	-
2022	8,897,064	638,927	1,990,000	147,186	-
2023	7,910,733	638,927	2,120,000	156,801	-
2024-2028	31,421,430	1,798,659	12,770,000	944,504	-
2029-2033	17,033,000	1,162,828	16,985,000	1,256,256	-
2034-2038	10,795,000	358,253	9,185,000	679,348	-
Thereafter	18,085,000	-	-	-	6,290,159
Total	$ 130,205,609	$ 6,775,216	$ 48,725,000	$ 3,603,834	$ 6,290,159

(continued)

(concluded)

	Governmental Activities					
Year Ending December 31,	Compensated Absences	Environmental Clean Up	Workers' Compensation and General Claims	OPEB	Net Pension Liability	Total
2019	$ 477,244	$ 8,000	$ 5,728,500	$ -	$ -	$ 22,640,137
2020	-	-	-	-	-	14,936,893
2021	-	-	-	-	-	12,972,457
2022	-	-	-	-	-	11,673,177
2023	-	-	-	-	-	10,826,461
2024-2028	-	-	-	-	-	46,934,593
2029-2033	-	-	-	-	-	36,437,084
2034-2038	-	-	-	-	-	21,017,601
Thereafter	9,067,644	-	23,629,805	410,430,151	14,687,677	482,190,436
Total	$ 9,544,888	$ 8,000	$ 29,358,305	$ 410,430,151	$ 14,687,677	$ 659,628,839

Year Ending December 31,	Business-type Activities: Airport Bonds	Transportation Bonds	Premiums on Serial Bonds	Compensated Absences	OPEB	Net Pension Liability	Total
2019	$ 235,364	$ 302,688	$ 1,270	$ 1,689	$ -	$ -	$ 541,011
2020	214,400	305,865	1,270	-	-	-	521,535
2021	216,400	186,436	1,270	-	-	-	404,106
2022	200,746	102,190	1,270	-	-	-	304,206
2023	120,000	94,267	1,270	-	-	-	215,537
2024-2028	317,000	271,571	6,350	-	-	-	594,921
2029-2033	300,000	2,000	6,350	-	-	-	308,350
Thereafter	300,000	-	6,354	32,092	1,616,701	53,841	2,008,988
Total	$ 1,903,910	$ 1,265,017	$ 25,404	$ 33,781	$ 1,616,701	$ 53,841	$ 4,898,654

Interest requirements relating to bonds payable are as follows:

Year Ending December 31,	Governmental Activities	Business-type Activities	Total
2019	$ 5,071,915	$ 120,350	$ 5,192,265
2020	3,732,292	80,252	3,812,544
2021	3,290,916	63,847	3,354,763
2022	2,909,050	52,531	2,961,581
2023	2,590,892	43,589	2,634,481
2024-2028	9,785,151	142,877	9,928,028
2029-2033	6,155,714	70,233	6,225,947
2034-2038	4,002,297	24,187	4,026,484
Thereafter	3,474,875	-	3,474,875
Total	$ 41,013,102	$ 597,866	$ 41,610,968

Discretely Presented Component Units

i) Dutchess Community College

The following table summarizes changes in the College's long-term liabilities for the year ended August 31, 2018:

	Balance 9/1/2017 (as restated)	Additions	Reductions	Balance 8/31/2018	Due Within One Year
Capital lease obligations	$ 1,517,260	$ -	$ 237,005	$ 1,280,255	$ 247,695
Compensated absences	2,860,837	-	11,381	2,849,456	-
OPEB obligation	93,721,559	6,408,174	12,134,957	87,994,776	-
Net pension liability	4,093,109	-	2,731,256	1,361,853	-
Total long-term liabilities	$ 102,192,765	$ 6,408,174	$ 15,114,599	$ 93,486,340	$ 247,695

Capital Leases—As explained in Note 11, the College entered into an installment purchase agreement for equipment. At August 31, 2018, the future minimum lease obligation is $1,280,255.

Compensated Absences—The College recognizes a liability for vested sick leave and other compensated absences with similar characteristics to the extent it is probable that the College will

compensate the employees for the benefits through cash payments at retirement rather than be taken as absences due to illness or other contingencies. The value recorded at August 31, 2018 for the College is $2,849,456.

OPEB Obligation—As explained in Note 8, the College provides medical, dental, and life insurance benefits for retirees, spouses, and their covered dependents while contributing a portion of the expenses. The College's annual OPEB cost is measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position. The College's long-term OPEB obligation is estimated to be $87,994,776 at August 31, 2018.

Net Pension Liability—The College reported a liability, $1,361,853, for its proportionate share of the net pension liability for the Employee Retirement System. Refer to Note 7 for additional information related to the College's net pension liability.

Other long-term liabilities reported for the College include serial bonds, capital leases and the fair value of an interest rate swap agreement of the Dutchess Community College Association, a discretely presented component unit of the College in the amount of $24,383,108, $12,361 and $824,848, respectively.

ii) Dutchess County Resource Recovery Agency

Bonds Payable—In May 2017, the Agency issued $12,130,000 in solid waste system revenue bonds with interest rates ranging from 3.0 percent to 5.0 percent. The proceeds were used to refund the outstanding principal of the Agency's $16,140,000 Solid Waste System Revenue Bonds, Series 2007, paying certain costs of issuance of the Series 2017 bonds, and funding of a debt service reserve fund. The net proceeds of the refunding, $13,502,501, after payment of underwriting and other issuance costs, were used to purchase federal government securities. These securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the refunded debt. The cash flow required to service the old debt was $16,686,213, and the cash flow required to service the new debt is $15,298,575, resulting in a savings of $1,387,638.

In November 2007, the Agency issued the 2007 Series Bonds in the amount of $16,140,000 to permanently finance the Agency's plant improvements to be in compliance with the standards set forth by the U.S. Environmental Protection Agency (E.P.A.).

The 2007 Series Bonds are payable from and secured by an express lien on the unexpended proceeds of the bonds held by the Trustee; the Agency's right to receive and/or enforce receipt of revenues; and the Agency's rights and remedies under certain agreements. In addition, the Agency is required to fulfill certain covenants as described below.

The Agency has covenanted under the indenture that operating revenues earned from the disposal of solid waste at the plant plus investment earnings will equal or exceed the sum of (i) all operating expenses of the Agency contained in the budget for such bond year, (ii) an amount equal to 110% of the debt service requirement for such bond year and (iii) amounts, if any, necessary to fund the debt service reserve fund to the debt service reserve requirement or to fund the reserve and contingency fund to the reserve and contingency fund requirement.

Annual amortization and sinking fund requirements for bonds payable are as follows:

Year Ending December 31,	Principal	Interest	Total
2019	$ 1,015,000	$ 517,550	$ 1,532,550
2020	1,055,000	470,875	1,525,875
2021	1,105,000	416,875	1,521,875
2022	1,165,000	360,125	1,525,125
2023	1,220,000	300,500	1,520,500
2024-2027	5,400,000	547,250	5,947,250
Total	$ 10,960,000	$ 2,613,175	$ 13,573,175

The Agency must obtain additional certifications regarding events of default occurring, landfill capacity and the quantity of waste processed. The Agency must maintain various accounts, described as restricted assets, which are subject to minimum funding requirements. At December 31, 2018 these debt service reserves exceeded their funding requirements.

OPEB Obligation—As explained in Note 8, the Agency provides certain benefits for retirees, spouses, and their covered dependents while contributing a portion of the expenses. The Agency's annual OPEB cost is measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position. The Agency's long-term OPEB obligation is estimated to be $264,818 at December 31, 2018.

Net Pension Liability—As explained in Note 7, the Agency reports a liability for its proportionate share of the net pension liability for the Employees' Retirement System. The net pension liability is estimated to be $8,572.

Non-Performance Liability—The Agency was a defendant in a lawsuit regarding liabilities due to the former plant operator from the Agency. The matter was resolved to the mutual satisfaction of the former plant operator and the Agency in November 2017. At December 31, 2018, the Agency's non-performance liability is estimated to be $850,000, of which $400,000 is expected to be due within one year.

iii) Dutchess County Water and Wastewater Authority

The following table summarizes changes in the Authority's long-term liabilities for the year ended December 31, 2018 is presented below:

	Balance 1/1/2018 (as restated)	Additions	Payments	Balance 12/31/2018	Due Within One Year
Bonds payable*	$ 36,027,232	$ 5,358,391	$ 3,571,638	$ 37,813,985	$ 2,734,360
Long-term bond anticipation notes	147,682	1,336,344	-	1,484,026	-
OPEB liability	2,790,742	-	263,834	2,526,908	-
Net pension liability	430,891	-	271,990	158,901	-
Total	$ 39,396,547	$ 6,694,735	$ 4,107,462	$ 41,983,820	$ 2,734,360

*Bonds payable increased by $786,002 in adjustments for accreted interest on 1998 Series I debt, 2001 debt, and 2009 debt.

Bond Anticipation Notes ("BANs")—In February 2017, the Authority authorized financing of $3,752,144 with New York State Environmental Facilities Corporation maturing in February 2022. The purpose of the notes is to provide the Authority with funds to pay for improvements to the Pinebrook Sewer District wastewater treatment plant. As of December 31, 2018, the Authority reported a noncurrent BAN liability of $1,103,584 for drawdowns as of that date.

In May 2018, the Authority authorized financing of $3,996,167 with New York State Environmental Facilities Corporation maturing in May 2023. The purpose of the notes is to provide the Authority with funds to pay for improvements to the Greenfields Sewer District wastewater treatment plan process and collection system. As of December 31, 2018, the Authority reported a noncurrent BAN liability of $380,442 for drawdowns as of that date.

Bonds Payable—The Authority issues revenue bonds to finance the acquisition of systems and the cost of the capital renovations to those systems and to pay costs of issuance.

As of June 1, 1995, the Authority executed a trust indenture authorizing the issuance of debt for the purpose of acquiring a sewage facility. This trust indenture was amended in 2007 to authorize debt issued for Part County Sewer Districts #1 and #2. One supplemental trust indenture was authorized under terms similar to those described in the General Bond Resolution described below for Part County Sewer District #2.

As of November 1, 2017, the Authority executed a trust indenture authorizing the issuance of debt for the purpose of acquiring a sewage facility. One supplemental trust indenture was authorized under terms similar to those described in the General Bond Resolution described below for the Vanderburgh Cove Sewer System.

As of September 30, 1997, the Authority adopted a special bond resolution authorizing debt to be sold at private sale for the purpose of acquiring a privately held water system.

As of June 1, 1998 the Authority adopted a General Bond Resolution which enabled the Authority to issue additional debt pursuant to supplemental resolutions without having to modify the form or general terms of the debt, referred to as additional parity debt. The Authority has issued twenty supplemental resolutions pursuant to this general bond resolution, authorizing debt issues in the years of 1998, 1999, 2000, 2001, 2004, two issues during 2002, 2008, 2009, 2010, 2011, 2013, 2014, two issues in 2015 and 2016, and two issues in 2018.

As of August 1, 2004, the Authority adopted a general bond resolution pertaining to the Part County Sewer District No. 3, which enabled it to issue bonds to finance the purchase of Dalton Farms Sewer System.

As of December 16, 2015, the Authority adopted a general bond resolution pertaining to the Pinebrook Sewer District No. 7, which enabled it to issue bonds to finance the upgrades to Pinebrook Sewer District.

As of February 15, 2017, the Authority adopted a general bond resolution pertaining to the Greenfields Sewer District, which enabled it to issue bonds to finance the upgrades to Greenfields Sewer District.

During the year ended December 31, 2018, the Authority issued New York State Environmental Facilities Corporation Bond Series 2018 ($4,055,888) and 2018A ($416,500), due in various installments maturing through 2047 and 2043, respectively with an interest rate of 0.0%.

Debt service requirements to maturity as of December 31, 2018 are presented below.

Description	Maturity	Interest Rate (%)	Balance 12/31/2018
1998 Revenue Bonds (Zero Coupon) Series One	2029	3.90-5.40	$ 3,817,817
2000 Service Agreement Revenue Bond Series 2000	2020	5.65	130,000
2001 Service Agreement Revenue (Refunding) Bond Series 2001	2041	3.00-5.36	1,108,410
2004 Water Service Agreement Revenue Bond Series 2004	2024	2.00-4.25	810,000
2004 Sewer Service Agreement Revenue Bond Series 2004	2024	2.00-4.25	855,000
2009 Water Service Agreement Revenue Bond Series 2009	2029	3.00-5.00	1,374,144
2009 Water Service Agreement Revenue Bond Series 2009	2030	5.62-5.96	253,381
New York State Environmental Facilities Corporation State Clean Water and Drinking Water Revolving Fund Revenue (Refunding) Bond Series 2010 C	2029	0.85-3.36	1,235,000
New York State Environmental Facilities Corporation State Drinking Water Revolving Fund Revenue (Refunding) Bond Series 2011C	2023	0.54-3.17	765,000
2011 Service Agreement Revenue Bond Series 2011	2041	3.50-4.25	1,690,000
New York State Environmental Facilities Corporation Revenue Refunding Bond Series 2014B	2026	0.15-2.75	240,000
New York State Environmental Facilities Corporation Revenue Refunding Bond Series 2014B	2037	0.15-4.20	1,695,000
New York State Environmental Facilities Corporation Bond Series 2016	2025	4.36-4.96	925,000
New York State Environmental Facilities Corporation Bond Series 2016 B	2044	0.55-3.35	3,797,761
2016 Service Agreement Revenue Bond Series 2016	2046	1.50-3.25	1,505,000
2016 Service Agreement Revenue Refunding Bond Series 2016	2029	1.75-4.00	3,830,000
New York State Environmental Facilities Corporation Bond Series 2018	2047	N/A	4,055,888
New York State Environmental Facilities Corporation Bond Series 2018A	2043	N/A	416,500
Total bonds			28,503,901
Accreted interest recorded on zero coupon bonds			9,310,084
Total bonds payable			37,813,985
Portion due within one year			(2,734,360)
Net bonds payable due in more than one year			$ 35,079,625

Bond Covenants—The Authority has agreed to maintain dedicated sources of revenues with respect to the projects financed in accordance with the State Act and in amounts such that the revenues of the Authority with respect to the financial projects shall be sufficient, together with all other funds available to the Authority for cash purposes, to pay all costs of operating and maintaining the projects and to pay principal and interest requirements. The bonds payable are special obligations of the Authority, collateralized by the assets of the Authority and to be amortized solely from the revenues of the Authority.

The Authority has pledged its revenues, subject to the right to pay operating expenses, its interest in its Service Agreement with Dutchess County, its interest in cash and investments held by the Bond Trustee and any other property subsequently pledged.

In addition to pledging its revenues and other rights as described above, the Authority made certain covenants including that it will fix, charge and collect water rates together with other Authority revenues in amounts sufficient to provide for operating expenses as included in the Authority's budget. The Authority also pledges to maintain, in full force and effect, the service agreement with the County, as is further described in Note 15.

In April 2016, the Authority issued $3,895,000 in service agreement revenue refunding bonds with interest rates of 1.75-4.00%. The proceeds were used to refund a portion of the Authority's 2009 bonds for Birch Hill and Hyde Park system improvements, and pay the costs of issuance of the 2016 refunding bonds. The net proceeds of the refunding, $4,178,704 after payment of underwriting and other issuance costs, were used to purchase state and local government securities. These securities were deposited in an irrevocable trust with an escrow agent to provide for all future debt service payments on the refunded debt. The cash flow required to service the old debt was $5,368,563, and the cash flow required to service the new debt is $4,977,859, resulting in a reduction of $390,703. The economic gain (net present value savings resulting from the refunding) amounted to $350,743. Escrow funds were used to pay down refunded debt, resulting in an outstanding balance of $3,815,847 as of December 31, 2018. The refunded bonds will be called in 2019.

14. NET POSITION AND FUND BALANCE

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

- ***Net Investment in Capital Assets***—This category groups all capital assets, including infrastructure, into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction or improvement of these assets reduce the balance in this category. A reconciliation of the County's governmental activities and business-type activities net investment in capital assets is presented below.

Governmental Activities:		
Capital assets, net of accumulated depreciation		$ 231,330,951
Other noncurrent asset, net of amortization		7,405,982
Less related debt:		
Serial bonds—County	$ (130,205,609)	
Unamortized bond premium—County	(6,775,216)	
Deferred gain on refunding, net	(11,352,060)	
Serial bonds—DTASC	(48,725,000)	
Unamortized bond premium—DTASC	(3,603,834)	
Serial bonds issued on behalf of Dutchess Community College	3,437,652	
Serial bonds issued for non-capital purposes	3,030,000	
Unspent debt proceeds reported within the Capital Projects Fund	19,196,006	(174,998,061)
Net investment in capital assets		$ 63,738,872
Business-type Activities:		
Capital assets, net of accumulated depreciation		$ 24,762,929
Less related debt:		
Serial bonds—Airport Fund and Transportation Fund	$ (3,168,927)	
Unamortized bond premium—Airport Fund	(25,404)	(3,194,331)
Net investment in capital assets		$ 21,568,598

- ***Restricted Net Position***—This category represents external restrictions imposed by creditors, grantors, contributors, or laws and regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation. The total restricted component of net position is $26,966,561, of which $14,346,296 is restricted for debt service; $6,606,717 for workers' compensation; and $6,013,548 for other restrictions, which represents capital projects, $625,128; self-insurance, $1,872,506; and miscellaneous special reserves, $3,515,914.

- ***Unrestricted Net Position***—This category represents net position of the County not restricted for any project or other purpose.

In the fund financial statements, nonspendable amounts represent net current financial resources that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact. Nonspendable fund balance maintained by the County at December 31, 2018 is presented below.

- ***Prepaid Items***—Represents amounts prepaid to the retirement system that are applicable to future accounting periods. The General Fund, County Road Fund and Road Machinery Fund reported amounts of $4,287,146, $186,025 and $33,046, respectively, at December 31, 2018.

- ***Inventories***—Represents the portion of fund balance, $91,775, composed of inventory and is nonspendable in the General Fund because inventory is not an available spendable resource.

In the fund financial statements, restricted fund balances are amounts constrained to specific purposes (such as creditors, grants, contributors, or laws and regulations of other governments) through constitutional provisions or enabling legislation. The following table presents restricted fund balances of the County as of December 31, 2018.

	General Fund	Capital Projects Fund	DTASC Fund	Total
Restricted for:				
Workers' compensation	$ 6,606,717	$ -	$ -	$ 6,606,717
Self insurance	1,872,506	-	-	1,872,506
Capital projects	625,128	17,056,474	-	17,681,602
Debt service	7,880,030	-	3,350,864	11,230,894
Sheriff—Asset forfeiture	198,189	-	-	198,189
Sheriff—DWI and traffic safety	234,292	-	-	234,292
Aging and special needs programs	171,266	-	-	171,266
Veterans services	15,800	-	-	15,800
Shared services	2,896,367	-	-	2,896,367
Total restricted fund balance	$ 20,500,295	$ 17,056,474	$ 3,350,864	$ 40,907,633

- ***Restricted for Workers' Compensation***—Represents reserves established within the General Fund which will be used to pay self-insured workers' compensation claims and expenses in excess of claims and expenses paid from current appropriations.

- ***Restricted for Self Insurance***—Represents reserves established within the General Fund which will be used to pay claims, actions or judgments against the County that results from personal injuries or property damage.

- ***Restricted for Capital Projects***—Represents reserves established within the General Fund and Capital Projects Fund which will be used to pay for the costs of future capital expenditures.

- ***Restricted for Debt Service***—Represents reserves which will be used for the reduction of future debt service requirements.

- ***Restricted for Sheriff—Asset Forfeiture***—Represents asset forfeiture revenue restricted to pay for equipment or other uses that will aid in drug enforcement activities, pursuant to state and federal laws.

- ***Restricted for Sheriff—DWI and Traffic Safety***—Represents STOP DWI fees restricted to pay for road safety programs and equipment to combat the use and abuse of drugs and alcohol which eventually results in reducing the incidents of driving while intoxicated.

- ***Restricted for Aging and Special Needs Programs***—Represents programs for the aging and special needs revenue restricted to pay for the operation and maintenance of those programs.

- ***Restricted for Veterans Services***—Represents reserves established within the General Fund which will be used to pay for the future costs associated with veteran services.

- ***Restricted for Shared Services***—Represents reserves established within the General Fund which will be used to pay for the future costs associated with the Dutchess County Municipal Consolidation & Shared Services Grant Program.

In the fund financial statements, commitments are amounts that are subject to a purpose constraint imposed by a formal action of the County's highest level of decision-making authority. As of December 31, 2018, the County had no committed fund balance.

In the fund financial statements, assignments are not legally required segregations, but are subject to a purpose constraint that represents an intended use established by the County's Legislature, or by its designated body or official. The purpose of the assignment must be narrower than the purpose of the General Fund, and in funds other than the General Fund, assigned fund balance represents the residual amount of fund balance.

As of December 31, 2018, the County reported the following fund balances assignments:

	General Fund	DTASC	Nonmajor Governmental Funds	Total
Assigned for:				
Encumbrances	$ 3,774,688	$ -	$ 53,974	$ 3,828,662
Subsequent year's expenditures	14,503,604	-	1,000,000	15,503,604
Specific use	-	62,391	2,134,520	2,196,911
Total assigned fund balance	$ 18,278,292	$ 62,391	$ 3,188,494	$ 21,529,177

- ***Assigned to Encumbrances***—Represents commitments related to unperformed contracts or purchase orders for goods or services.

- ***Assigned to Subsequent Year's Expenditures***—Represents available fund balance being appropriated to meet expenditure requirements in the 2019 fiscal year.

- ***Assigned to Specific Use***—Represents fund balance within the special revenue funds that is assigned for a specific purpose. The assignments' purpose relates to each fund's operations and represent the remaining amounts within funds that are not restricted or committed.

It is the County's policy to expend fund balances in the following order: nonspendable fund balance, restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance.

15. RELATED PARTY TRANSACTIONS

The following schedule presents significant transactions between the primary government and its component units during the year ended December 31, 2018:

Component Unit	Amount	Nature of Transaction
Dutchess Community College	$ 14,537,899	Operating and capital support
Dutchess County Resource Recovery Agency	351,124	Net service fee
Dutchess County Water and Wastewater Authority	3,316,997	Net service fee
Aggregated nonmajor component units	295,800	Charges for services
Total	$ 18,501,820	

The County provided economic support to the above component units based on contractual obligations between the parties (see Note 20).

Discretely Presented Component Units

i) Dutchess County Resource Recovery Agency:

During 2018, the Agency participated in the health and dental insurance plan administered by Dutchess County and was charged $91,579.

ii) Dutchess County Water and Wastewater Authority:

The Authority has entered into service agreements with Dutchess County for the Water District and Part County Sewer Districts to provide water and/or sewer services and receive a service fee from Dutchess County based on a contractual formula, generally when revenues are insufficient to cover certain operating expenses and debt service requirements. The Authority also receives payments from Dutchess County for the completion of certain consulting projects. Although these payments are subject to budgetary resolutions by the Dutchess County Legislature for approval, no approvals have been withheld by the Legislature. For the year ended 2018, the Authority recorded net revenues of $3,316,997, having recorded a return of $114,751 to the County during the year. Nothing was due to the County at year-end. Since the Authority is a component unit of Dutchess County, these transactions are also considered related party transactions.

16. INTERFUND BALANCES AND ACTIVITY

Interfund receivables and payables are short-term in nature and exist because of temporary advances or payments made on behalf of other funds. All interfund balances are expected to be collected/paid within the subsequent year. Interfund transfers are routine annual events for both the budget and accounting process and are necessary to present funds in their proper fund classification. The composition of interfund balances as of December 31, 2018 is shown in the table below:

	Interfund	
Fund	Receivable	Payable
Governmental funds:		
General Fund	$ 8,120,190	$ 13,250
Capital Projects Fund	13,250	4,178,853
Nonmajor governmental funds	-	3,305
Proprietary funds:		
Airport Fund	-	761,649
Transportation Fund	-	1,176,383
Fiduciary funds:		
Agency Fund	-	2,000,000
Total	$ 8,133,440	$ 8,133,440

Transfers are used primarily to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute of budget required to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the fund making payments when due, and (3) move residual cash from closed capital projects.

The County made the following transfers during the year ended December 31, 2018:

	Transfers in:					
	Governmental funds			Proprietary funds		
Transfers out:	General Fund	Capital Projects Fund	Total Nonmajor Funds	Airport Fund	Transportation Fund	Total
Governmental funds:						
General Fund	$ -	$ 456,079	$ 577,000	$ 737,113	$ 3,000,193	$ 4,770,385
Capital Projects Fund	1,542,931	-	-	-	-	1,542,931
Total	$ 1,542,931	$ 456,079	$ 577,000	$ 737,113	$ 3,000,193	$ 6,313,316

17. AGENCY FUND

An agency fund exists for employee withholding and temporary deposit funds. A summary of changes in the assets and liabilities for the year ended December 31, 2018 is presented below:

	Balance 1/1/2018	Additions	Deletions	Balance 12/31/2018
ASSETS				
Restricted cash and cash equivalents	$ 8,585,052	$ 116,949,523	$ 120,193,110	$ 5,341,465
Accounts receivable	526,612	3,159,938	526,612	3,159,938
Total assets	9,111,664	120,109,461	120,719,722	8,501,403
LIABILITIES				
Agency liabilities	9,111,664	102,607,982	105,218,243	6,501,403
Due to other funds	-	10,400,096	8,400,096	2,000,000
Total liabilities	$ 9,111,664	$ 113,008,078	$ 113,618,339	$ 8,501,403

18. LABOR RELATIONS

The County's employees operate under three collective bargaining units: the CSEA Local 1000 AFSCME/AFL-CIO ("CSEA"), the Dutchess County Sheriff's Employees Association ("DCSEA"), and the Dutchess County Sheriff and Deputy Sheriff's P.B.A., Inc, ("PBA"). The DCSEA and PBA contracts are negotiated through December 31, 2019. The CSEA contract is negotiated through December 31, 2020.

19. TAX ABATEMENTS

The County is subject to tax abatements granted by the Dutchess County Industrial Development Agency ("DCIDA"). These programs have the stated purpose of increasing business activity and employment in the region. Economic development agreements are entered into by the DCIDA and include the abatement of state, county, local and school district taxes, in addition to other assistance. In the case of the County, the abatements have resulted in reductions of property taxes, which the County administers as a temporary reduction in the assessed value of the property involved. The abatement agreements stipulate a percentage reduction of property taxes, which can be as much as 100 percent. Under the agreements entered into by DCIDA, the County collected $2,652,097 during 2018 in payments in lieu of taxes ("PILOT"), these collections were made in lieu of $7,673,162 in sales and use taxes and $1,817,125 in property taxes.

20. COMMITMENTS

Encumbrances—Encumbrances are commitments related to unperformed (executory) contracts for goods or services (i.e., purchase orders, contracts, and commitments). Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. Open encumbrances are reported as an assignment of fund balance since such commitments will be honored through budget appropriations in the subsequent year. The County considers encumbrances to be significant for amounts that are encumbered in excess of $1,000,000. As of December 31, 2018, the County reported no significant encumbrances, with the exception of outstanding contractual commitments, specific to the Capital Project Fund. These commitments are reported as restricted fund balance within the fund financial statements.

The County had the following outstanding construction projects in progress as of December 31, 2018, as evidenced by contractual commitments.

Project	Encumbrances Outstanding
Capital Projects Fund:	
Transportation	$ 1,968,822
County roads and bridges	3,513,589
Parks and recreation	597,741
Building and building improvements	6,437,377
Justice and transition center	31,657,046
Total	$ 44,174,575

Dutchess Utility Corridor Contract—In 2006, the County entered into the Dutchess Utility Corridor Contract with Dutchess County Water and Wastewater Authority. The contract requires Dutchess County to provide $10,375,000 to the Authority to pay for certain project costs. The County, in exchange, will receive the rights to utilize 50% of the capacity of the new system and be paid a service fee by the Authority for its usage of the line in conjunction with their operations. At December 31, 2018, the County has provided $7,405,982 to the Authority which is reflected as "Other Assets" in the Statement of Net Position. The project is being amortized on a straight-line basis over the next 40 years, with amortization expense of $274,568 in 2018.

Economic Support for Component Units—The County is responsible to pay economic support to the Dutchess County Resource Recovery Agency and the Dutchess County Water and Wastewater Authority based on contracted formulas when revenues at these component units are insufficient to cover their operating expenses and debt service requirements. During the year ended December 31, 2018, the County's portion of these costs was $3,668,121.

The County is required by New York State Education Law to pay to Dutchess Community College a portion of the college's operating costs for nonresident students. This amount is determined based on the rate reported by the State of New York.

21. CONTINGENCIES

Grants—The County receives significant financial assistance from numerous federal and state governmental agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions, specified in the grant agreements and is subject to audit. Any disallowed expenditure resulting from such audits could become a liability of the governmental funds. While the amount of expenditures, if any, which may be disallowed cannot be determined at this time, management expects any amounts to be immaterial.

Litigation—The County is a defendant in a number of lawsuits. In the opinion of the County Attorney, after considering all relevant facts, such litigation in the aggregate will not have a material adverse effect on the financial position or results of operations of the County.

Discretely Presented Component Units

i) Dutchess Community College

Litigation—The College is a defendant in several lawsuits. While the outcome of these lawsuits or other proceedings against the College cannot be predicted with certainty, the College does not expect that these matters will have a material adverse effect on its financial position.

State and Federal Grant Programs and State Aid—The College participates in various State and Federal grant programs. These programs are subject to program compliance audits by the grantors or their representative. The audits of these programs are an ongoing process and many have not yet been conducted or completed. Accordingly, the College's compliance with applicable grant requirements will be established at a future date. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the College anticipates such amounts, if any, will not be material. The College's Federal compliance audit under Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ("Uniform Guidance"), is performed in conjunction with the audit of the College and is included in the College's report.

The College is subject to audits of State aid by New York State. The amount of aid previously paid to the College which may be disallowed cannot be determined at this time, although the College anticipates such amounts, if any, to be immaterial.

Rate Adjustment—Operating Chargebacks—The College is authorized by the New York State Education Law to charge and collect from each county within the State for each nonresident student an allocable portion of the operating costs of the College. The College calculates this charge on a yearly basis and bills the respective counties at this rate. This rate is adjusted by the State on a two year lag period.

ii) Dutchess County Resource Recovery Agency

Solid Waste Disposal Service Agreement—The Agency and Dutchess County entered into a solid waste disposal service agreement dated December 1, 1984, the most recent amendment being dated January 7, 2016. The County agreed to deliver at least 140,000 tons per year of solid waste to the plant and to pay net service fees to the Agency amounting to the excess of payments for debt service and reserves, fees to the contractor and accrued expenses over tipping fees, energy and other revenues. It is the Agency's obligation to process and to provide for disposal of the solid waste. The terms of the agreement were extended during 2007 to remain in effect through July 1, 2027.

Operations Service Agreement—The Agency has entered into an operations service agreement, with a commercial corporation wherein the corporation has agreed to operate the resource recovery plant, and the Agency is required to provide the plant with a guaranteed amount of solid waste, provide an ash landfill, and pay fees to the corporation. The Agency entered into an agreement with a new commercial corporation to become the plant operator, effective July 1, 2014 and expiring 162 months from that date.

The Agency's current operating permit allows for up to 164,000 tons to be processed at the plant. However the Agency is required to supply the 140,000 tons, or pay the corporation $68 a ton for each ton of solid waste below that amount which is not delivered to the plan, adjusted based upon changes in labor and material price indexes. During 2018, the Agency caused to have delivered 154,405 tons, meeting its guarantees.

Power Sales Agreement—The Agency and a commercial corporation have entered into a power sales agreement dated November 1, 1984. The Agency agrees to sell all electricity produced by the plant in excess of its own requirements to the corporation at a price based on tariffs filed with the New York State Public Service Commission. The terms of the agreement were effective through January 1, 2008, and included provisions for an automatic renewal for two consecutive 5-year periods, plus extensions, currently expiring January 14, 2020.

Transportation of Ash Residue and Non-processable Waste—Effective January 2, 1999, the Agency executed a contract with a commercial corporation for the transportation of ash residue and non-processable waste to a municipal landfill for the period of January 2, 1999 through December 31, 2001 for incineration residue up to 40,000 tons per year, and up to 6,000 tons for unprocessed waste per year. The contract has continued in effect through report date on similar terms.

Commencing in November 2004, the Agency executed an amendment to the contract that the commercial corporation shall deliver up to 10,000 tons per year at a cost of $25 per ton to an alternate landfill site.

Effective July 31, 2018, the Agency entered into a new contract with the current hauler for the transportation and disposal of ash residue. The contract period is through December 31, 2019 and includes disposals at any of the three landfills.

Economic Dependency—The Agency is entitled to receive net service fees from Dutchess County based on a contractual formula, generally when revenues are insufficient to cover operating expenses and debt service requirements. These payments are subject to approval by resolution of the Dutchess County Legislature.

Operating Permits—The Agency is required to maintain operating permits for its small power production and solid waste management facility. The NYSDEC Part 360 Operating permit expired in July 2011 and the Title V Air Control permit expired in July 2011. The Agency submitted a timely renewal application and is now operating under the State Administrative Procedures Act while the permit is under NYSDEC review. The Title V Air Control permit has been renewed and runs through October 2021.

Operations Service Agreement—The Agency employs an independent engineer to prepare an annual report summarizing waste processed, utility usage, supplemental compensation, and other items relating to revenues and expenses of the Operator. The Agency records a receivable and expense accrual covering the amounts shown to be due to and due from the Operator. The Agency and the current Operator have agreed upon and accepted the 2018 annual reconciliation.

iii) Dutchess County Water and Wastewater Authority

Litigation—The Authority is subject to various litigation and claims arising out of the course of its operations. While the results of the lawsuits cannot be predicted with certainty, management does not believe these matters will have an adverse effect on the Authority's overall financial position.

The Authority assumes the liability for most risk including, but not limited to, property damage and personal injury liability. Such risks are covered by the purchase of commercial insurance. Workers compensation coverage is provided through a retrospective policy, wherein premiums are recorded based on the ultimate cost of the experience to date of workers in similar occupations. Judgments and claims are recorded when it is probable that an asset has been impaired or a liability has been incurred and the amount of loss can be reasonably estimated. The Authority has purchased insurance with limits as follows: umbrella coverage of $20,000,000, business, automobile of $1,000,000, general liability of $3,000,000, property of $43,356,495 and workers' compensation of $100,000.

System Acquisitions—In 2017, the Authority authorized memorandums of understanding for the acquisition of three subdivision sewer systems and in 2018, the Authority authorized memorandums of understanding for the acquisition of an additional four subdivision water and sewer systems. The closing dates are dependent on the timeline for the construction and completion of the new infrastructure, at which time the Authority will acquire the water and sewer systems and assume the related debt.

22. SUBSEQUENT EVENTS

On March 13, 2019, the County issued $15,000,000 in public improvement serial bonds ("Series A") with an interest rate ranging between 3.00-5.00 percent for various construction projects and equipment purchases. The bonds mature on March 1, 2039. Additionally, the County also issued $20,000,000 in public improvement serial bonds ("Series B") with an interest rate ranging between 3.00-5.00 percent for the County Justice and Transition Center Project. The bonds mature on March 1, 2048.

Management has evaluated subsequent events through September 25, 2019, which is the date the financial statements are available for issuance, and have determined, except as disclosed above regarding the bond issuances and the following disclosures regarding component units, there are no subsequent events that require disclosure under generally accepted accounting principles.

Discretely Presented Component Units

i) Dutchess County Water and Wastewater Authority

The Authority refunded $1,250,000 of outstanding Bond Anticipation Notes Payable ("BAN") with a $1,315,000 bond issued for new building costs during January 2019. The additional amount borrowed, $65,000, is to be used for additional renovations.

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REQUIRED SUPPLEMENTARY INFORMATION

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COUNTY OF DUTCHESS, NEW YORK

Schedule of the Local Government's Proportionate Share of the Net Pension Liability—Employees' Retirement System

Last Five Fiscal Years*

	Year Ended December 31,				
	2018	2017	2016	2015	2014
Measurement date	March 31, 2018	March 31, 2017	March 31, 2016	March 31, 2015	March 31, 2014
Plan fiduciary net position as a percentage of the total pension liability	98.2%	94.7%	90.7%	97.9%	97.2%
Governmental activities:					
County's proportion of the net pension liability	0.4550870%	0.4602844%	0.4285410%	0.4315423%	0.4315423%
County's proportionate share of the net pension liability	$ 14,687,677	$ 43,249,327	$ 68,782,035	$ 14,578,554	$ 19,500,790
County's covered payroll	$ 120,835,233	$ 116,780,725	$ 112,421,243	$ 106,956,864	$ 104,474,311
County's proportionate share of the net pension liability as a percentage of its covered payroll	12.2%	37.0%	61.2%	13.6%	18.7%
Business-type activities:					
County's proportion of the net pension liability	0.0016680%	0.0020920%	0.0022695%	0.0024813%	0.0024813%
County's proportionate share of the net pension liability	$ 53,841	$ 196,573	$ 333,416	$ 83,823	$ 112,125
County's covered payroll	$ 528,666	$ 568,778	$ 601,284	$ 653,156	$ 643,338
County's proportionate share of the net pension liability as a percentage of its covered payroll	10.2%	34.6%	55.5%	12.8%	17.4%

Discretely presented component units:

Dutchess Community College (the "College"):

	Year Ended August 31,				
	2018	2017	2016	2015	2014
College's proportion of the net pension liability	0.0421960%	0.0435610%	0.0398490%	0.0404747%	n/a
College's proportionate share of the net pension liability	$ 1,361,853	$ 4,093,109	$ 6,395,803	$ 1,367,334	n/a
College's covered payroll	$ 11,240,160	$ 10,785,934	$ 9,969,544	$ 9,576,118	n/a
College's proportionate share of the net pension liability as a percentage of its covered payroll	12.1%	37.9%	64.2%	14.3%	n/a

(continued)

*Information prior to the year ended December 31, 2014 (August 31, 2015 as to the College) is not available.

COUNTY OF DUTCHESS, NEW YORK

Schedule of the Local Government's Proportionate Share of the Net Pension Liability—Employees' Retirement System Last Five Fiscal Years*

(concluded)

	Year Ended December 31,				
	2018	2017	2016	2015	2014
Dutchess County Resource Recovery Agency (the "Agency"):					
Agency's proportion of the net pension liability	0.0002656%	0.0002419%	0.0004802%	0.0005205%	n/a
Agency's proportionate share of the net pension liability	$ 8,572	$ 22,726	$ 77,066	$ 17,583	n/a
Agency's covered payroll	$ 154,393	$ 154,959	$ 209,503	$ 282,986	n/a
Agency's proportionate share of the net pension liability as a percentage of its covered payroll	5.6%	14.7%	36.8%	6.2%	n/a
Dutchess County Water and Wastewater Authority (the "Authority"):					
Authority's proportion of the net pension liability	0.0049234%	0.0045858%	0.0044523%	0.0044387%	n/a
Authority's proportionate share of the net pension liability	$ 158,901	$ 430,892	$ 714,613	$ 149,950	n/a
Authority's covered payroll	$ 1,524,688	$ 1,623,233	$ 1,582,671	$ 1,513,848	n/a
Authority's proportionate share of the net pension liability as a percentage of its covered payroll	10.4%	26.5%	45.2%	9.9%	n/a
Dutchess County Soil and Water Conservation District (the "SWCD"):					
SWCD's proportion of the net pension liability	0.0014702%	0.0014946%	n/a	n/a	n/a
SWCD's proportionate share of the net pension liability	$ 47,451	$ 140,438	n/a	n/a	n/a
SWCD's covered payroll	$ 279,336	$ 238,756	n/a	n/a	n/a
SWCD's proportionate share of the net pension liability as a percentage of its covered payroll	17.0%	58.8%	n/a	n/a	n/a

*Information prior to the year ended December 31, 2015 (December 31, 2017 as to the SWCD) is not available.

COUNTY OF DUTCHESS, NEW YORK

Schedule of the Local Government's Contributions— Employees' Retirement System Last Five Fiscal Years*

	Year Ended December 31,				
	2018	2017	2016	2015	2014
Governmental activities:					
Contractually required contributions	$ 17,559,786	$ 17,759,949	$ 17,666,654	$ 18,538,858	$ 20,015,701
Contributions in relation to the contractually required contribution	(17,559,786)	(17,759,949)	(17,666,654)	(18,538,858)	(20,015,701)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
County's covered payroll	$ 123,984,193	$ 120,664,775	$ 116,343,200	$ 111,314,366	$ 106,341,809
Contributions as a percentage of covered payroll	14.2%	14.7%	15.2%	16.7%	18.8%
Business-type activities:					
Contractually required contributions	$ 71,477	$ 81,606	$ 92,861	$ 114,874	$ 127,959
Contributions in relation to the contractually required contribution	(71,477)	(81,606)	(92,861)	(114,874)	(127,959)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
County's covered payroll	$ 454,480	$ 550,675	$ 565,023	$ 640,032	$ 640,050
Contributions as a percentage of covered payroll	15.7%	14.8%	16.4%	17.9%	20.0%

Discretely presented component units:

Dutchess Community College (the "College"):

	Year Ended August 31,				
	2018	2017	2016	2015	2014
Contractually required contributions	$ 1,590,774	$ 1,650,757	$ 1,676,786	$ 1,897,221	n/a
Contributions in relation to the contractually required contribution	(1,590,774)	(1,650,757)	(1,676,786)	(1,897,221)	n/a
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	n/a
College's covered payroll	$ 11,240,160	$ 11,035,124	$ 10,202,724	$ 9,961,962	n/a
Contributions as a percentage of covered payroll	14.2%	15.0%	16.4%	19.0%	n/a

(continued)

*Information prior to the year ended December 31, 2014 (August 31, 2015 as to the College) is not available.

COUNTY OF DUTCHESS, NEW YORK
Schedule of the Local Government's Contributions—
Employees' Retirement System
Last Five Fiscal Years*

(concluded)

	Year Ended December 31,				
	2018	**2017**	**2016**	**2015**	**2014**
Dutchess County Resource Recovery Agency (the "Agency"):					
Contractually required contributions	$ 26,030	$ 41,623	$ 62,345	$ 56,026	n/a
Contributions in relation to the contractually required contribution	(26,030)	(41,623)	(62,345)	(56,026)	n/a
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	n/a
Agency's covered payroll	$ 154,393	$ 154,959	$ 189,322	$ 269,736	n/a
Contributions as a percentage of covered payroll	16.9%	26.9%	32.9%	20.8%	n/a
Dutchess County Water and Wastewater Authority (the "Authority"):					
Contractually required contributions	$ 237,025	$ 226,072	$ 261,541	$ 256,914	n/a
Contributions in relation to the contractually required contribution	(237,025)	(226,072)	(261,541)	(256,914)	n/a
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	n/a
Authority's covered payroll	$ 1,524,688	$ 1,623,233	$ 1,582,671	$ 1,513,848	n/a
Contributions as a percentage of covered payroll	15.5%	13.9%	16.5%	17.0%	n/a
Dutchess County Soil and Water Conservation District (the "SWCD"):					
Contractually required contributions	$ 36,650	$ 34,627	n/a	n/a	n/a
Contributions in relation to the contractually required contribution	(36,650)	(34,627)	n/a	n/a	n/a
Contribution deficiency (excess)	$ -	$ -	n/a	n/a	n/a
SWCD's covered payroll	$ 279,336	$ 238,756	n/a	n/a	n/a
Contributions as a percentage of covered payroll	13.1%	14.5%	n/a	n/a	n/a

*Information prior to the year ended December 31, 2015 (December 31, 2017 as to the SWCD) is not available.

COUNTY OF DUTCHESS, NEW YORK

Schedule of the Local Government's Proportionate Share of the Net Pension Liability (Asset)—Teachers' Retirement System
Last Five Fiscal Years*

Discretely presented component unit:

Dutchess Community College (the "College"):

	Year Ended August 31,				
	2018	**2017**	**2016**	**2015**	**2014**
Measurement date	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	n/a
Plan fiduciary net position as a percentage of the total pension liability (asset)	101.5%	100.7%	99.0%	110.5%	n/a
College's proportion of the net pension liability (asset)	0.0391440%	0.0363910%	0.0361260%	0.0320250%	n/a
College's proportionate share of the net pension liability (asset)	$ (707,829)	$ (276,607)	$ 386,919	$ (3,326,364)	n/a
College's covered payroll	$ 6,376,142	$ 5,766,757	$ 5,574,525	$ 4,810,570	n/a
College's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	(11.1%)	(4.8%)	6.9%	(69.2%)	n/a

*Information prior to the year ended August 31, 2015 is not available.

COUNTY OF DUTCHESS, NEW YORK

Schedule of the Local Government's Contributions—
Teachers' Retirement System
Last Five Fiscal Years*

Discretely presented component unit:

Dutchess Community College (the "College"):

	Year Ended August 31,				
	2018	**2017**	**2016**	**2015**	**2014**
Contractually required contributions	$ 624,862	$ 675,864	$ 739,182	$ 843,293	n/a
Contributions in relation to the contractually required contribution	(624,862)	(675,864)	(739,182)	(843,293)	n/a
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	n/a
College's covered payroll	$ 6,376,142	$ 5,769,740	$ 5,475,827	$ 5,536,762	n/a
Contributions as a percentage of covered payroll	9.8%	11.7%	13.5%	15.2%	n/a

*Information prior to the year ended August 31, 2015 is not available.

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COUNTY OF DUTCHESS, NEW YORK

Schedule of Changes in the County's Total OPEB Liability and Related Ratios
Year Ended December 31, 2018 (August 31, 2018 as to the College)*

Dutchess County – Governmental Activities:	
Total OPEB liability	
Service cost	$ 12,937,349
Interest	14,242,764
Changes of assumptions	23,150,690
Benefit payments	(7,512,046)
Net changes in total OPEB liability	42,818,757
Total OPEB liability—beginning, as restated	367,611,394
Total OPEB liability—ending	$ 410,430,151
Plan fiduciary net position	
Contributions—employer	$ 7,512,046
Benefit payments	(7,512,046)
Net change in plan fiduciary net position	-
Plan fiduciary net position—beginning	-
Plan fiduciary net position—ending	$ -
County's net OPEB liability—ending	$ 410,430,151
Plan's fiduciary net position as a percentage of the total OPEB liability	0.0%
Covered-employee payroll	$ 119,220,005
County's net OPEB liability as a percentage of covered-employee payroll	344.3%
Dutchess County – Business-type Activities:	
Total OPEB liability	
Service cost	$ 50,961
Interest	56,103
Changes of assumptions	91,191
Benefit payments	(29,590)
Net changes in total OPEB liability	168,665
Total OPEB liability—beginning, as restated	1,448,036
Total OPEB liability—ending	$ 1,616,701
Plan fiduciary net position	
Contributions—employer	$ 29,590
Benefit payments	(29,590)
Net change in plan fiduciary net position	-
Plan fiduciary net position—beginning	-
Plan fiduciary net position—ending	$ -
County's net OPEB liability—ending	$ 1,616,701
Plan's fiduciary net position as a percentage of the total OPEB liability	0.0%
Covered-employee payroll	$ 469,612
County's net OPEB liability as a percentage of covered-employee payroll	344.3%

(continued)

*Information prior to the year ended December 31, 2018 (August 31, 2018 as to the College) is not available.

COUNTY OF DUTCHESS, NEW YORK

Schedule of Changes in the County's Total OPEB Liability and Related Ratios
Year Ended December 31, 2018 (August 31, 2018 as to the College)*

A. Discretely presented component units:

i) Dutchess Community College (the "College"):

Total OPEB liability	
Service cost	$ 3,672,802
Interest	2,735,372
Changes of assumptions	(9,978,090)
Benefit payments	(2,156,867)
Net changes in total OPEB liability	(5,726,783)
Total OPEB liability—beginning, as restated	93,721,559
Total OPEB liability—ending	$ 87,994,776
Plan fiduciary net position	
Contributions—employer	$ 2,156,867
Benefit payments	(2,156,867)
Net change in plan fiduciary net position	-
Plan fiduciary net position—beginning	-
Plan fiduciary net position—ending	$ -
College's net OPEB liability—ending	$ 87,994,776
Plan's fiduciary net position as a percentage of the total OPEB liability	0.0%
Covered-employee payroll	$ 25,536,347
College's net OPEB liability as a percentage of covered-employee payroll	344.6%

ii) Dutchess County Resource Recovery Agency (the "Agency"):

Total OPEB liability	
Service cost	$ 82,323
Interest	11,610
Changes of benefit terms	(140,571)
Changes of assumptions	(36,153)
Benefit payments	(68,478)
Net changes in total OPEB liability	(151,269)
Total OPEB liability—beginning, as restated	416,087
Total OPEB liability—ending	$ 264,818
Plan fiduciary net position	
Contributions—employer	$ 68,478
Benefit payments	(68,478)
Net change in plan fiduciary net position	-
Plan fiduciary net position—beginning	-
Plan fiduciary net position—ending	$ -
Agency's net OPEB liability—ending	$ 264,818
Plan's fiduciary net position as a percentage of the total OPEB liability	0.0%
Covered-employee payroll	$ 108,653
Agency's net OPEB liability as a percentage of covered-employee payroll	243.7%

(continued)

*Information prior to the year ended December 31, 2018 (August 31, 2018 as to the College) is not available.

COUNTY OF DUTCHESS, NEW YORK

Schedule of Changes in the County's Total OPEB Liability and Related Ratios
Year Ended December 31, 2018 (August 31, 2018 as to the College)*

(concluded)

iii) Dutchess County Water and Wastewater Authority (the "Authority"):

Total OPEB liability		
Service cost	$	131,287
Interest		70,031
Changes of benefit terms		(650,072)
Changes of assumptions		217,465
Benefit payments		(32,545)
Net changes in total OPEB liability		(263,834)
Total OPEB liability—beginning, as restated		2,790,742
Total OPEB liability—ending	$	2,526,908
Plan fiduciary net position		
Contributions—employer	$	32,545
Benefit payments		(32,545)
Net change in plan fiduciary net position		-
Plan fiduciary net position—beginning		-
Plan fiduciary net position—ending	$	-
Authority's net OPEB liability—ending	$	2,526,908
Plan's fiduciary net position as a percentage of the total OPEB liability		0.0%
Covered-employee payroll	$	1,495,377
Authority's net OPEB liability as a percentage of covered-employee payroll		169.0%

*Information prior to the year ended December 31, 2018 (August 31, 2018 as to the College) is not available.

The notes to the required supplementary information are an integral part of this schedule.

COUNTY OF DUTCHESS, NEW YORK

Schedule of Revenues, Expenditures, and Changes in Fund Balances—
Budget and Actual—General Fund
Year Ended December 31, 2018

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Real property taxes	$ 103,353,890	$ 106,680,637	$ 107,314,510	$ 633,873
Sales and use taxes (includes other taxes)	194,527,428	196,527,428	204,029,388	7,501,960
Departmental income	24,329,483	24,406,683	23,554,421	(852,262)
Use of money and property	1,193,124	1,193,124	2,588,712	1,395,588
Miscellaneous	2,904,059	2,960,897	4,702,167	1,741,270
Grants and aid	110,738,991	112,664,000	113,437,361	773,361
Total revenues	437,046,975	444,432,769	455,626,559	11,193,790
EXPENDITURES				
Current:				
General government support	70,748,553	72,802,351	71,395,749	1,406,602
Education	18,060,398	18,031,164	17,723,132	308,032
Public safety	63,395,705	63,643,893	61,966,609	1,677,284
Health	59,930,498	61,555,042	60,261,450	1,293,592
Transportation	2,876,633	2,899,682	2,898,392	1,290
Economic assistance and opportunity	145,497,844	146,817,485	144,807,374	2,010,111
Culture and recreation	2,294,745	2,360,410	2,232,062	128,348
Home and community services	6,946,211	11,011,585	10,731,157	280,428
Employee benefits	64,922,853	65,425,454	62,909,387	2,516,067
Debt service:				
Principal	12,983,345	12,983,345	12,983,345	-
Interest	3,315,681	3,315,681	3,074,927	240,754
Total expenditures	450,972,466	460,846,092	450,983,584	9,862,508
Excess (deficiency) of revenues over expenditures	(13,925,491)	(16,413,323)	4,642,975	21,056,298
OTHER FINANCING SOURCES (USES)				
Transfers in	592,240	1,537,146	1,542,931	5,785
Transfers out	(3,038,195)	(5,565,661)	(4,770,385)	795,276
Total other financing sources (uses)	(2,445,955)	(4,028,515)	(3,227,454)	801,061
Net change in fund balance	(16,371,446)	(20,441,838)	1,415,521	
Fund balances—beginning	94,189,819	94,189,819	94,189,819	
Fund balances—ending	$ 77,818,373	$ 73,747,981	$ 95,605,340	

* The net change in fund balance was included in the budget as an appropriation (i.e., spenddown) of fund balance and re-appropriation of prior year encumbrances.

The notes to the required supplementary information are an integral part of this schedule.

1. OPEB LIABILITY

Changes of Assumptions—The cost method used in the January 1, 2018 actuarial valuation was the Entry Age Normal Level Percent of Pay method as prescribed under GASB 75. Previously, when the plan was subject to GASB 45, the Projected Unit Credit cost method was utilized.

The rate used to discount future plan cash flows decreased from 3.78% to 3.44% as of January 1, 2018 based on a review of a 20-year high-quality tax-exempt municipal bond index as of each measurement date. Previously, the discount rate had been based on the expected rate of return on the employer's general assets under GASB 45.

The mortality assumption was revised as of January 1, 2018 to the sex-distinct RPH-2014 Mortality Tables for employees and healthy annuitants, adjusted backward to 2006 with scale MP-2014, and then adjusted for mortality improvements with scale MP-2017 mortality improvement scale on a generational basis. Previously, amount-weighted mortality tables were utilized. This change was made based on a review of published studies and demographics of the plan.

Discretely Presented Component Units:

i) Dutchess Community College

	2018*
Discount Rate	3.51%

*Information for the year ended August 31, 2017 is not available.

ii) Dutchess County Resource Recovery Agency

Changes of Assumptions—Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

	2018	2017
Discount Rate	3.58%	3.58%

No assets are accumulated in a Trust that meets the criteria in paragraph 4 of GASB Statement No. 75 to pay related benefits.

iii) Dutchess County Water and Wastewater Authority

Changes of Assumptions—Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

	2018	2017
Discount Rate	4.19%	2.50%

No assets are accumulated in a Trust that meets the criteria in paragraph 4 of GASB Statement No. 75 to pay related benefits.

2. BUDGETARY INFORMATION

Budgetary Basis of Accounting—Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds, except the Capital Projects Fund. The Capital Projects Fund is appropriated on a project-length basis; appropriations are approved through County Legislature resolution at the project's inception and lapse upon termination of the project.

The appropriated budget is prepared by fund, function, and department. Transfers of appropriations between separate funds and departments require the approval of the County Legislature. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the functional classification.

Actual results of operations presented in accordance with GAAP and the County's accounting policies do not recognize encumbrances and restricted fund balance as expenditures until the period in which the actual goods or services are received and a liability is incurred. Encumbrances are only reported on the balance sheet of the governmental funds included within restricted, committed or assigned fund balance. Significant encumbrances are disclosed in the notes to the financial statements. The General Fund original budget for the year ended December 31, 2018 included encumbrances from the prior year of $3,871,446.

FEDERAL AWARDS INFORMATION

COUNTY OF DUTCHESS, NEW YORK
Schedule of Expenditures of Federal Awards
Year Ended December 31, 2018

Federal Grantor/ Pass-Through Grantor Program/Cluster Title (1a)	Federal CFDA Number (1b)	Pass-Through Identifying Number (1c)	Passed-Through to Subrecipients	Total Federal Expenditures (1d)
U.S. Department of Agriculture:				
Passed through NYS Office of Temporary and Disability Assistance:				
SNAP Cluster:				
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	N/A	$ -	$ 2,180,339
Total SNAP Cluster			-	2,180,339
Total U.S. Department of Agriculture			-	2,180,339
U.S. Department of Housing and Urban Development:				
Direct Programs:				
Community Development Block Grants/Entitlement Grants	14.218	N/A	1,259,158	1,259,158
Home Investment Partnerships Program	14.239	N/A	515,675	515,675
Continuum of Care Program	14.267	N/A	670,556	670,556
Total U.S. Department of Housing and Urban Development			2,445,389	2,445,389
U.S. Department of Justice:				
Direct Programs:				
State Criminal Alien Assistance Program	16.606	N/A	-	132,102
Harold Rogers Prescription Drug Monitoring Program	16.754	N/A	-	44,596
Total U.S. Department of Justice			-	176,698
U.S. Department of Labor:				
Passed through NYS Department of Labor:				
Trade Adjustment Assistance	17.245	80060	37,862	37,862
WIA/WIOA Cluster:				
WIA/WIOA Adult Program	17.258	80060	436,077	436,077
WIA/WIOA Youth Activities	17.259	80060	361,448	361,448
WIA/WIOA Dislocated Workers Formula Grants	17.278	80060	531,499	531,499
Total WIA/WIOA Cluster			1,329,024	1,329,024
Total U.S. Department of Labor			1,366,886	1,366,886
U.S. Department of Transportation:				
Direct Programs:				
Airport Improvement Program	20.106	N/A	-	142,461
Highway Planning and Construction	20.205	N/A	-	379,299
Federal Transit Cluster:				
Federal Transit Capital Investment Grants	20.500	N/A	-	3,473,006
Bus and Bus Facilities Formula Program	20.526	N/A	-	112,480
Total Federal Transit Cluster			-	3,585,486
Formula Grants for Rural Areas	20.509	N/A	-	238,050

(continued)

COUNTY OF DUTCHESS, NEW YORK
Schedule of Expenditures of Federal Awards
Year Ended December 31, 2018

Federal Grantor/ Pass-Through Grantor Program/Cluster Title (1a)	Federal CFDA Number (1b)	Pass-Through Identifying Number (1c)	Passed-Through to Subrecipients	Total Federal Expenditures (1d)
Passed through NYS Department of Transportation:				
Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research	20.505	MPO C33462	-	94,268
Highway Planning and Construction Cluster:				
Highway Planning and Construction	20.205	8755.38	-	104,835
Highway Planning and Construction	20.205	8755.41	-	5,754
Highway Planning and Construction	20.205	8755.44	-	20,427
Highway Planning and Construction	20.205	8755.45	-	118,064
Highway Planning and Construction	20.205	8755.86	-	2,028
Highway Planning and Construction	20.205	8757.27	-	2,760
Highway Planning and Construction	20.205	8757.37	-	12,799
Highway Planning and Construction	20.205	8758.69	-	3,394
Highway Planning and Construction	20.205	8758.71	-	6,442
Highway Planning and Construction	20.205	8758.74	-	25,570
Highway Planning and Construction	20.205	8761.56	-	198
Highway Planning and Construction	20.205	P216.14.881	-	14,531
Highway Planning and Construction	20.205	MPO C33462	-	533,314
*Total Highway Planning and Construction Cluster**			-	1,229,415
Passed through NYS Governor's Traffic Safety Committee and Stop DWI Foundation:				
Highway Safety Cluster:				
State and Community Highway Safety	20.600	HS1-2018/0046-(014)	-	39,292
State and Community Highway Safety	20.600	HS1-2019/0084-(014)	-	17,470
National Priority Safety Programs	20.616	HS1-2018/00173-(088)	-	42,009
National Priority Safety Programs	20.616	HS1-2019/00109-(014)	-	15,777
Total Highway Safety Cluster			-	114,548
Total U.S. Department of Transportation			-	5,404,228
U.S. Department of Education:				
Passed through NYS Department of Health:				
Special Education—Grants for Infants and Families	84.181	C031629GG	-	73,328
Total U.S. Department of Education			-	73,328
U.S. Department of Health and Human Services:				
Passed through Health Research Institute:				
Public Health Emergency Preparedness	93.069	001600-11	-	104,681
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	001600-12	-	111,480
State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke (PPHF)	93.757	HSLC-DC	-	3,086
Passed through NYS Office for the Aging:				
Special Programs for the Aging, Title III, Part D—Disease Prevention and Health Promotion Services	93.043	N/A	-	15,872

(continued)

COUNTY OF DUTCHESS, NEW YORK
Schedule of Expenditures of Federal Awards
Year Ended December 31, 2018

Federal Grantor/ Pass-Through Grantor Program/Cluster Title (1a)	Federal CFDA Number (1b)	Pass-Through Identifying Number (1c)	Passed-Through to Subrecipients	Total Federal Expenditures (1d)
Aging Cluster:				
Special Programs for the Aging, Title III, Part B—				
Grants for Supportive Services and Senior Centers	93.044	N/A	-	312,358
Special Programs for the Aging, Title III, Part C—Nutrition Services	93.045	N/A	-	436,105
Nutrition Services Incentive Program	93.053	N/A	-	236,503
Total Aging Cluster			-	984,966
Medicare Enrollment Assistance Program	93.071	N/A	-	13,745
Centers for Medicare and Medicaid Services (CMS)				
Research, Demonstrations and Evaluations	93.779	N/A	-	32,677
Passed through NYS Department of Health:				
Immunization Cooperative Agreements	93.268	C0028288/C32513GG	-	35,244
Medical Assistance Program	93.778	N/A	-	4,610,431
Preventive Health Services - Sexually Transmitted Disease				
Control Grants	93.977	T-031103	-	19,618
Maternal and Child Health Services Block Grant to the States	93.994	C32658GG	-	46,318
Maternal and Child Health Services Block Grant to the States	93.994	C308899GG	-	28,520
Passed through National Association of County and City Health Officials:				
Building Capacity of the Public Health System to Improve Population Health through National, Non-Profit Organizations- financed in part by Prevention and Public Health Funds (PPHF)	93.524	5589-02	-	14,526
Passed through NYS Office of Temporary and Disability Assistance:				
Temporary Assistance for Needy Families Cluster:				
Temporary Assistance for Needy Families	93.558	N/A	472,295	13,583,559
Total Temporary Assistance for Needy Families Cluster			472,295	13,583,559
Child Support Enforcement	93.563	N/A	-	2,383,560
Low-Income Home Energy Assistance Program	93.568	N/A	-	5,051,622
Passed through NYS Office of Children and Family Services:				
Guardianship Assistance	93.090	N/A	-	149,148
Promoting Safe and Stable Families	93.556	N/A	-	430,900
Stephanie Tubbs Jones Child Welfare Services Program	93.645	N/A	-	219,192
Foster Care, Title IV-E	93.658	N/A	-	5,531,494
Adoption Assistance	93.659	N/A	-	2,268,632
Social Services Block Grant	93.667	N/A	-	3,117,904
Chafee Foster Care Independence Program	93.674	N/A	-	37,628
Children's Health Insurance Program	93.767	N/A	-	224,633
Total U.S. Department of Health and Human Services			472,295	39,019,436

(continued)

COUNTY OF DUTCHESS, NEW YORK
Schedule of Expenditures of Federal Awards
Year Ended December 31, 2018

(concluded)

Federal Grantor/ Pass-Through Grantor Program/Cluster Title (1a)	Federal CFDA Number (1b)	Pass-Through Identifying Number (1c)	Passed-Through to Subrecipients	Total Federal Expenditures (1d)
U.S. Department of Homeland Security:				
Passed through NYS Office of Homeland Security:				
Disaster Grants - Public Assistance	97.036	4322 DRNY	-	1,564
Disaster Grants - Public Assistance	97.036	PHWA NY11-02	-	51,944
Emergency Management Performance Grants	97.042	EM17-1039-D00	-	39,067
Emergency Management Performance Grants	97.042	SH17-1059-D00	-	90,600
Homeland Security Grant Program	97.067	C970252	-	211,112
Homeland Security Grant Program	97.067	HE17-1015-D00	-	4,939
Homeland Security Grant Program	97.067	C970250	-	237,278
Homeland Security Grant Program	97.067	C970260	-	94,025
Homeland Security Grant Program	97.067	C970270	-	8,620
Total U.S. Department of Homeland Security			-	739,149
Total Expenditures of Federal Awards (1e)			$ 4,284,570	$ 51,405,453

* Total *Highway Planning and Construction Cluster* includes direct program awards.

The notes to the Schedule of Expenditures of Federal Awards are an integral part of this schedule.

1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of the County of Dutchess, New York (the "County") under programs of the federal government for the year ended December 31, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of the County, it is not intended to and does not present the financial position, changes in net position or cash flows of the County. The following notes were identified on the Schedule:

(a) Includes all federal award programs of the County of Dutchess, New York. The federal expenditures of the Dutchess Community College, Dutchess County Resource Recovery Agency, Dutchess County Water and Wastewater Authority, Dutchess County Industrial Development Agency, Dutchess County Soil and Water Conservation District, and Dutchess County Local Development Corporation have not been included.

(b) Source: Catalog of Federal Domestic Assistance.

(c) Pass-through entity identifying numbers are presented where available.

(d) Prepared under accounting principles generally accepted in the United States of America and includes all federal award programs.

(e) A reconciliation to the basic financial statements is available.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or limited as to reimbursement. The County has not elected to use the 10 percent de minimus indirect cost rate as allowed under the Uniform Guidance.

3. AMOUNTS PROVIDED TO SUBRECIPIENTS

Certain program funds are passed through the County to subrecipient organizations. The County identifies, to the extent practical, the total amount provided to subrecipients from each federal program; however, the Schedule does not contain separate schedules disclosing how the subrecipients outside of the County's control utilize the funds. The County requires subrecipients receiving funds to submit separate audit reports disclosing the use of the program funds.

4. MATCHING COSTS

Matching costs (i.e., the County's share of certain program costs) are not included in the reported expenditures.

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Drescher & Malecki LLP
3083 William Street, Suite 5
Buffalo, New York 14227
Telephone: 716.565.2299
Fax: 716.565.2201

Drescher & Malecki

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable County Legislature of the
County of Dutchess, New York:

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the major discretely presented component units, the aggregate nonmajor discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Dutchess, New York (the "County") as of and for the year ended December 31, 2018 (with the Dutchess Community College for the fiscal year ended August 31, 2018), and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated September 25, 2019 (which report includes an emphasis of matter paragraph regarding the implementation of GASB Statement No. 75). Our report includes a reference to other auditors who audited the financial statements of the Dutchess County Local Development Corporation, Dutchess Community College, the Dutchess County Resource Recovery Agency, the Dutchess County Water and Wastewater Authority, the Dutchess County Industrial Development Agency, and the Dutchess County Soil and Water Conservation District, as described in our report on the County's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify

any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Drescher & Malecki LLP

September 25, 2019

Drescher & Malecki LLP
3083 William Street, Suite 5
Buffalo, New York 14227
Telephone: 716.565.2299
Fax: 716.565.2201

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

To the Honorable County Legislature of the
County of Dutchess, New York:

Report on Compliance for Each Major Federal Program

We have audited the County of Dutchess, New York's (the "County") compliance with the types of compliance requirements described in the *Office of Management and Budget* ("OMB") *Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended December 31, 2018. The County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

The County's basic financial statements include the operations of the Dutchess County Local Development Corporation (the "Corporation"), Dutchess Community College (the "College"), Dutchess County Resource Recovery Agency (the "Agency"), Dutchess County Water and Wastewater Authority (the "Authority"), Dutchess County Industrial Development Agency (the "IDA"), and the Dutchess County Soil and Water Conservation District (the "SWCD"), which received federal awards of $0, $17,210,454, $0, $0, $0, and $0, respectively, in federal awards which are not included in the County's schedule of expenditures of federal awards for the year ended December 31, 2018. Our compliance audit, described below, did not include the operations of the Corporation, College, Agency, Authority, IDA, or the District. Other auditors were engaged to perform such audits on the Corporation, College, Agency, Authority, IDA, and SWCD in accordance with the Uniform Guidance, as applicable.

Management's Responsibility

The County's management is responsible for compliance with federal statutes, regulations and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2018.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Drucker & Malechi LLP

September 25, 2019

COUNTY OF DUTCHESS, NEW YORK
Schedule of Findings and Questioned Costs
Year Ended December 31, 2018

Section I. SUMMARY OF AUDITORS' RESULTS

Financial Statements:

Type of report the auditor issued: Unmodified*
*(which report includes an emphasis of matter paragraph regarding the implementation of GASB Statement No. 75 and includes a reference to other auditors)

Internal control over financial reporting:

Material weakness(es) identified?	____ Yes	✓ No
Significant deficiency(ies) identified?	____ Yes	✓ None reported
Noncompliance material to the financial statements noted?	____ Yes	✓ No

Federal Awards:

Internal control over major federal programs:

Material weakness(es) identified?	____ Yes	✓ No
Significant deficiency(ies) identified?	____ Yes	✓ None reported

Type of auditor's report issued on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ Yes	✓ No

Identification of major federal programs:

CFDA Number(s)	Name of Federal Program or Cluster
10.561	SNAP Cluster
93.044, 93.045, 93.053	Aging Cluster
93.563	Child Support Enforcement
93.658	Foster Care, Title IV-E
93.659	Adoption Assistance
97.067	Homeland Security Grant Program

Dollar threshold used to distinguish between Type A and Type B programs? $ 1,542,164

Auditee qualified as low-risk auditee? ✓ Yes ____ No

Section II. FINANCIAL STATEMENT FINDINGS

No findings noted.

Section III. FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No findings noted.

COUNTY OF DUTCHESS, NEW YORK
Summary Schedule of Prior Year Audit Findings
Year Ended December 31, 2018
(Follow-Up on December 31, 2017 Findings)

No findings were reported.

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COUNTY OF DUTCHESS, NEW YORK

New York State Department of Transportation
Financial Assistance Schedules for the
Year Ended December 31, 2018 and
Independent Auditors' Report

COUNTY OF DUTCHESS, NEW YORK

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Schedule of Findings and Questioned Costs of New York State Department of Transportation Assistance Expended 6

Drescher & Malecki LLP
3083 William Street, Suite 5
Buffalo, New York 14227
Telephone: 716.565.2299
Fax: 716.565.2201

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR NEW YORK STATE DEPARTMENT OF TRANSPORTATION ASSISTANCE EXPENDED AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH DRAFT PART 43 OF NYCRR

To the Honorable County Executive and County Legislature
County of Dutchess, New York:

Report on Compliance for New York State Transportation Assistance Programs

We have audited the County of Dutchess, New York's (the "County") compliance with the types of compliance requirements described in Draft Part 43 of the New York State Codification of Rules and Regulations ("NYCRR") that are applicable to each state transportation assistance program tested for the year ended December 31, 2018. The program tested is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the laws, regulations, contracts and grants applicable to its state transportation assistance programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the County's program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Draft Part 43 of NYCRR. Those standards and Draft Part 43 of NYCRR require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a state transportation assistance programs tested has occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state transportation assistance program tested. However, our audit does not provide a legal determination on the County's compliance.

Opinion

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its state transportation assistance programs tested for the year ended December 31, 2018.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with requirements that could have a direct and material effect on each state transportation assistance program tested as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each state transportation assistance program tested and to test and report on internal control over compliance in accordance with Draft Part 43 of NYCRR, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a state transportation assistance program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state transportation assistance program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state transportation assistance program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in the internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Schedule of New York State Department of Transportation Assistance Expended

We have audited the financial statements of the County as of and for the year ended December 31, 2018 and have issued our report thereon dated September 25, 2019, which contained an unmodified opinion on those financial statements, includes an emphasis of matter paragraph regarding the implementation of Governmental Accounting Standards Board Statement No. 75 and includes a reference to other auditors. Our audit was conducted for the purpose of forming an opinion on the County's financial statements as a whole. The accompanying Schedule of New York State Department of Transportation Assistance Expended is presented for purposes of additional analysis as required by Draft Part 43 of NYCRR, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of New York State Department of Transportation Assistance Expended is fairly stated in all material respects in relation to the financial statements as a whole.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Draft Part 43 of NYCRR. This report is for the information and use of County Legislature, County management, the New York State Department of Transportation and the Office of the State Comptroller of the State of New York. Accordingly, this communication is not suitable for any other purpose.

Drescher & Malecki LLP

September 25, 2019

COUNTY OF DUTCHESS, NEW YORK
Schedule of New York State Department of Transportation Assistance Expended
Year Ended December 31, 2018

Program Title / Description	NYSDOT Contract/ Reference Number	NYSDOT Expenditures
Consolidated Local Street and Highway Improvement Program ("CHIPS"):	820000	$ 5,692,467
State Mass Transit Operating Assistance ("STOA")	N/A	2,701,438
Highway Planning and Construction Program	*	47,305
Airport Improvement Program	**	353,441
Transit Cluster	***	2,891,401
State Emergency Management Agency	N/A	830
Total New York State Department of Transportation Assistance Expended		$ 11,686,882

*Highway Planning and Construction Program contract/grant numbers: D22362, D22494, D24641, and D24757.

**Airport Improvement Program contract/grant numbers: 3-36-100-46-15, 3-36-100-47-16, 3-36-100-48-17, 3-36-100-50-18, and 3-36-100-51-18.

***Transit Cluster contract/grant numbers: R18-1090, R18-1546, R18-3300, R18-5019, and R18-6782.

See notes to Schedule of New York State Department of Transportation Assistance Expended.

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COUNTY OF DUTCHESS, NEW YORK

Notes to Schedule of New York State Department of Transportation Assistance Expended
Year Ended December 31, 2018

1. BASIS OF PRESENTATION

The accompanying Schedule of New York State Department of Transportation (the "NYSDOT") Assistance Expended (the "Schedule") includes the financial assistance provided by or passed through NYSDOT for the year ended December 31, 2018. Amounts shown on the Schedule include adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Because the Schedule presents only a selected portion of the operations of the County of Dutchess, New York (the "County"), it is not intended to and does not present the financial position, changes in financial position or cash flows of the County.

The accompanying Schedule is presented on the modified accrual basis of accounting.

2. MATCHING COSTS

Amounts identified as Highway Planning and Construction Program and Airport Improvement Program represent matching costs for federally aided projects.

* * * * * *

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COUNTY OF DUTCHESS, NEW YORK
Schedule of Findings and Questioned Costs
New York State Department of Transportation Assistance Expended
Year Ended December 31, 2018

Section I. SUMMARY OF AUDITORS' RESULTS

New York State Department of Transportation Assistance Expended:

Internal control over major programs:

1. Material weakness(es) identified?		Yes	✓	No
2. Significant deficiency(ies) identified?		Yes	✓	None reported
Type of auditor's report issued on compliance for programs tested:	Unmodified			
3. Any audit findings disclosed that are required to be reported in accordance with Draft Part 43 of NYCRR?		Yes	✓	No

4. Identification of State Transportation Assistance Program tested:

Name of Program

Consolidated Local Street and Highway Improvement Program ("CHIPS")

Section II. COMPLIANCE FINDINGS AND QUESTIONED COSTS

No matters reported.

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Drescher & Malecki LLP
3083 William Street, Suite 5
Buffalo, New York 14227
Telephone: 716.565.2299
Fax: 716.565.2201

Drescher & Malecki

Certified Public Accountants

RECEIVED
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By 2:33

September 25, 2019

To the Honorable County Executive and County Legislature
of the County of Dutchess, New York:

We have audited the financial statements of the County of Dutchess, New York (the "County"), as of and for the year ended December 31, 2018, and have issued our report thereon dated September 25, 2019 (which report includes an emphasis of matter paragraph regarding the implementation of GASB Statement No. 75 and includes a reference to other auditors). Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated December 4, 2018, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the County solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding other matters noted during our audit in a separate letter to you dated September 25, 2019.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the County is included in Note 1 to the financial statements. Except for the matters discussed below, there have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year ended December 31, 2018.

As described in Notes 2 and 8 to the financial statements, during the year ended December 31, 2018, the County implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The implementation of GASB Statement No. 75 requires the County's net OPEB liability to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position. As a result, the County's OPEB liability was restated from $207,444,273 to $367,611,394 for governmental activities and $1,512,552 to $1,448,036 for business-type activities at December 31, 2017. The County elected to record the change in the OPEB liability, $24,438, within the transportation fund as a current year. Net position of the County's governmental activities and business-type activities at December 31, 2017 has been restated as follows:

		Business-type Activities	
	Governmental Activities	Airport Fund	Total Business-type Activities
Net position—December 31, 2017, as previously stated	$ (71,161,376)	$ 14,451,081	$ 32,315,417
GASB Statement No. 75 implementation:			
OPEB liability adjustment	(160,167,121)	40,078	40,078
Net position—December 31, 2017, as restated	$ (231,328,497)	$ 14,491,159	$ 32,355,495

Additionally, during the year ended December 31, 2018 (August 31, 2018 as to the DCC), the County's major component units, including the Dutchess Community College, Dutchess County Resource Recovery Agency, and the Dutchess County Water and Wastewater Authority, implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Net position of the County's major component units at December 31, 2017 (August 31, 2017 as to the DCC) has been restated as shown in the table on the following page.

	Major Component Units			
	Dutchess Community College (August 31, 2017)	Dutchess County Resource Recovery Agency	Dutchess County Water and Wastewater Authority	Total Major Component Units
Net position—December 31, 2017, as previously stated	$ 8,310,484	$ 8,000,331	$ 7,107,654	$ 23,418,469
GASB Statement No. 75 implementation:				
Deferred outflows of resources adjustment	2,156,867	-	-	2,156,867
OPEB liability adjustment	(26,893,194)	263,470	(1,042,935)	(27,672,659)
Other	-	4,017	-	4,017
Net position—December 31, 2017, as restated	$ (16,425,843)	$ 8,267,818	$ 6,064,719	$ (2,093,306)

Additionally, during the year ended December 31, 2018, the financial statements of the Dutchess County Soil and Water Conservation District (the "SWCD"), a nonmajor discretely presented component unit, were audited by other auditors; whereas, previously the SWCD financial statements were not audited. As a result, the SWCD ending net position as of December 31, 2017 has been restated to $243,177.

During the year ended December 31, 2018, the County also implemented GASB Statements No. 85, *Omnibus 2017*; and No. 86, *Certain Debt Extinguishment Issues*. GASB Statement No. 85 addresses practice issues that have been identified during implementation and application of certain GASB Statements. GASB Statement No. 86 improves consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources—resources other than the proceeds of refunding debt—are placed in an irrevocable trust for the sole purpose of extinguishing debt. The implementation of GASB Statements No. 85 and 86 did not have a material impact on the County's financial position or results from operations.

No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements for the year ended December 31, 2018 were the estimate of the allowance for doubtful accounts, and the liabilities for compensated absences, environmental clean-up costs, workers' compensation and general claims, other postemployment benefits ("OPEB") obligation, and the net pension liability.

Management's estimate of the allowance for doubtful accounts is based on the age of receivables and historical trends. Management's estimate of compensated absences is based on available information regarding eligibility, leave balances accrued, current compensation rates, and past trends. Management's estimates for the environmental clean-up costs, workers' compensation and general claims, OPEB obligation and net pension liabilities are based on estimates of specialist third parties and actuarial valuations. We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified material misstatements.
In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The proposed adjusting journal entries for the year ended December 31, 2018, including those material misstatements that we identified as a result of our audit procedures, were brought to the attention of, and corrected by management, are attached to the management representation letter dated September 25, 2019 as Exhibit I (copy attached).

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the County's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated September 25, 2019.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with the County, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the County's auditors.

*****

This report is intended solely for the information and use of the County Legislature and management of the County, and is not intended to be and should not be used by anyone other than these specified parties.

Bressler & Maleski LLP

September 25, 2019

MARCUS J. MOLINARO
COUNTY EXECUTIVE

HEIDI SEELBACH
COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF FINANCE

September 25, 2019

Drescher & Malecki LLP
3083 William Street, Suite 5
Buffalo, New York 14227

This representation letter is provided in connection with your audit of the financial statements of the governmental activities, the business-type activities, the major discretely presented component units, the aggregate nonmajor discretely presented component units, each major fund, and the aggregate remaining fund information of the County of Dutchess, New York (the "County"), as of December 31, 2018 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, results of operation, and cash flows, where applicable, of the various opinion units of the County in accordance with accounting principles generally accepted for governments in the United States of America ("U.S. GAAP").

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of September 25, 2019:

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 4, 2018, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.

- The financial statements referred to above have been fairly presented in accordance with U.S. GAAP and include all properly classified funds, required supplementary information and notes to the basic financial statements.

- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

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www.dutchessny.gov

- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.

- We have reviewed, approved, and taken responsibility for the financial statements and related notes.

- We have a process to track the status of audit findings and recommendations.

- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.

- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.

- There are no identified material uncorrected misstatements.

- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.

- All funds and activities are properly classified.

- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.

- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.

- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.

- All revenues within the statement of activities have been properly classified as program revenues or general revenues.

- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.

- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
  - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
  - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
  - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
  - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Information Provided

- We have provided you with:
  - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
  - Additional information that you have requested from us for the purpose of the audit; and
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where the fraud could have a material effect on the financial statements.

- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.

- We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

- We have disclosed to you the identity of the County's related parties and all the related party relationships and transactions of which we are aware.

- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.

- The County has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.

- We have disclosed to you all guarantees, whether written or oral, under which the County is contingently liable.

- We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.

- For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.

- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.

- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.

- There are no:

  - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.

  - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.

  - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.

  - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).

- The County has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.

- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

- We have not completed the process of evaluating the impact that will result from adopting GASB Statements No. 83, *Certain Asset Retirement Obligations*; No. 84, *Fiduciary Activities*; No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*; and No. 90, *Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61*, effective for the year ending December 31, 2019, No. 87, *Leases*; and No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*, effective for the year ending December 31, 2020, and No. 91, *Conduit Debt Obligations*, effective for the year ending December 31, 2021. The County is, therefore, unable to disclose the impact that adopting GASB Statements No. 83, 84, 87, 88, 89, 90, and 91 will have on its financial position and results of operations when such statements are adopted.

Required Supplementary Information

With respect to the required supplementary information accompanying the financial statements, including Management's Discussion and Analysis:

- We acknowledge our responsibility for the presentation of the required supplementary information in accordance with U.S. GAAP.

- We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with U.S. GAAP.

- The methods of measurement or presentation have not changed from those used in the prior period and the basis for our assumptions and interpretations underlying those measurements or presentations, are reasonable and appropriate in the circumstances.

Supplementary Information in Relation to the Financial Statements as a Whole

With respect to the supplementary information accompanying the financial statements:

- We acknowledge our responsibility for the presentation of the supplementary information in accordance with U.S. GAAP.
- We believe that the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP.
- The methods of measurement or presentation have not changed from those used in the prior period and the basis for our assumptions and interpretations underlying those measurements or presentations are reasonable and appropriate in the circumstances.
- We acknowledge our responsibility to include the auditor's report on the supplementary information in any document containing the supplementary information and that indicates the auditor reported on such supplementary information.
- We acknowledge our responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.

Single Audit

With respect to federal awards, we represent the following to you:

- We are responsible for understanding and complying with, and have complied with, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").
- We are responsible for the preparation and presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance.
- We believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance.
- The methods of measurement or presentation have not changed from those used in the prior period and the basis for our assumptions and interpretations underlying those measurements or presentations are reasonable and appropriate in the circumstances.
- We are responsible for including the auditor's report on the schedule of expenditures of federal awards in any document that contains the schedule and that indicates that the auditor has reported on such information.
- We have identified and disclosed all of our government programs and related activities subject to the Uniform Guidance compliance audit.

- When the schedule of expenditures of federal awards is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by the entity of the schedule of expenditures of federal awards and the auditor's report thereon.

- We have, in accordance with the Uniform Guidance, identified in the schedule of expenditures of federal awards, expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, food commodities, direct appropriations, and other assistance.

- We have provided to you our interpretations of any compliance requirements that have varying interpretations.

- We have made available to you all federal awards (including amendments, if any) and any other correspondence relevant to federal programs and related activities that have taken place with federal agencies or pass-through entities.

- We have received no requests from a federal agency to audit one or more specific programs as a major program.

- We have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material compliance requirements of federal awards, including the results of other audits or program reviews, or stated that there was no such noncompliance. We also know of no instances of noncompliance with direct and material compliance requirements occurring subsequent to the period covered by the auditor's report.

- We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.

- We have made available to you all documentation related to compliance with the direct and material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.

- Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the basic financial statements have been prepared (and are prepared on a basis consistent with the schedule of expenditures of federal awards).

- The copies of federal program financial reports provided to you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.

- We have monitored subrecipients, as necessary, to determine if they have expended subawards in compliance with federal statutes, regulations, and the terms and conditions of the subaward and have met the other pass-through entity requirements of the Uniform Guidance.

- We have issued management decisions for audit findings that relate to federal awards we make to subrecipients and such management decisions are issued within six months of acceptance of the audit report by the Federal Audit Clearinghouse ("FAC"). Additionally, we have followed-up ensuring that the subrecipients have taken the appropriate and timely actions on all deficiencies detected through audits, on-site reviews, and other means that pertain to the federal award provided to the subrecipient from the pass-through entity.

- We have considered the results of subrecipients' audits and have made any necessary adjustments to our own books and records.

- We have properly classified amounts claimed or used for matching in accordance with related guidelines in the Uniform Guidance, as applicable.

- We have charged costs to federal awards in accordance with applicable cost principles.

- We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance, and we have provided you with all information on the status of the follow-up on prior audit findings by federal awarding agencies and pass-through entities, including all management decisions.

- We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.

- The reporting package does not contain personally identifiable information.

- We have disclosed all contracts or other agreements with service organizations and disclosed to you all communications from these service organizations relating to noncompliance at the organizations.

- We have reviewed, approved, and taken responsibility for the financial statements and related notes and an acknowledgment of the auditor's role in the preparation of this information.

- We have disclosed to you the nature of any subsequent events that provide additional evidence with respect to conditions that existed at the end of the reporting period that affect noncompliance during the reporting period.

- A reconciliation of the Schedule of Expenditures of Federal Awards to the County's basic financial statements is available.

In addition:

- We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal programs and have identified and disclosed to you the federal statutes, regulations, and the terms and conditions of federal awards that are considered to have a direct and material effect on each major federal program; and we have complied with these direct and material compliance requirements.

- We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for federal programs that provide reasonable assurance that we are managing our federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal award that could have a material effect on our federal programs. Also, no changes have been made in the internal control over compliance or other factors that might significantly affect internal control, including any corrective action taken by management with regard to significant deficiencies and material weaknesses in internal control over compliance, have occurred subsequent to the period covered by the auditor's report.

- We are responsible for and have accurately completed the appropriate sections of the Data Collection Form and we are responsible for taking corrective action on audit findings of the compliance audit and have developed a corrective action plan that meets the requirements of the Uniform Guidance.

Draft Part 43 of NYCRR

With respect to New York State Department of Transportation Assistance awards, we represent the following to you:

- The Schedule of Expenditures of New York State Department of Transportation Assistance was prepared in accordance with the requirements of Draft Part 43 of the "New York State Codification of Rules and Regulations."

- Compliance with the laws, regulations, contracts, and grant agreements applicable to the County for state transportation assistance programs.

- Establishing and maintaining effective internal control over financial reporting and reporting on state transportation assistance.

- Identifying and disclosing to the auditor all laws, regulations, contracts, and grant agreements that could have any direct and material effect on the preparation of financial statements or the audits required under these regulations.

- Identifying and disclosing to the auditor any and all known instances of material noncompliance, violations or possible agreements whose effects should be considered for disclosure in the financial statements or the audit documents required under these regulations or as a basis for recording a loss contingency claim.

Other Specific Representations

- Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, line of credit, or similar arrangements have been properly disclosed.

- The County is responsible for determining and maintaining the adequacy of the allowance for doubtful notes, loans, interfund receivables, and accounts receivable, as well as estimates used to determine such amounts. Management believes the allowances are adequate to absorb currently estimated bad debts in the account balances.

- We have no intention of withdrawing from multi-employer pension plans, or taking any other action that could result in an effective termination or reportable events for any of the plans. We are not aware of any occurrences that could result in the termination of any of our multi-employer pension plans to which we contribute. We believe the actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting purposes are appropriate in the cicumstances.

- We are unable to determine the possibility of a withdrawal liability in a multi-employer benefit plan.

- The County's labor agreements provide for sick leave, vacations, and miscellaneous other paid absences. The County's policy is to pay employees for unused vacation, compensatory time, and sick time based on the union agreements when there is separation from service. For governmental activities, the amount is accrued in the government-wide statement of net position as long-term liabilities. For business-type activities, the full liability is recognized in both the governmental-wide statement of net position and the proprietary fund financial statements. Estimated sick leave and compensatory time accumulated by governmental fund type employees has been recorded. Payment of sick leave and compensatory time is dependent upon many factors; therefore, timing of future payments is not readily determinable. Management believes that sufficient resources will be made available for the payments of sick leave and compensatory time when such payments become due.

- We agree with the work of specialists in evaluating the liabilities for workers' compensation and general claims, other postemployment benefits obligation and the net pension liability, and have adequately considered the qualifications of the specialists in determining amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to specialists with respect to value or amounts derived in an attempt to bias their work, and we are not aware of any matters that have impacted the independence or objectivity of the specialists. We believe that the actuarial assumptions and methods used to measure the liabilities for workers' compensation, general claims, net pension and other postemployment benefits liabilities and costs for financial accounting purposes are appropriate in the circumstances.

- We have provided to you our views on reported audit findings, conclusions, and recommendations, as well as planned corrective actions.

- The County considers encumbrances to be significant for amounts that are encumbered in excess of $1,000,000.

- We have reviewed and approved the adjusting journal entries that were proposed by you for recording in our books and records and reflected in the financial statements. We have posted those adjusting journal entries to our records. The proposed adjusting journal entries are presented in Exhibit I.

- Management has disclosed whether, subsequent to December 31, 2018, any changes in internal control or other factors that might significantly affect internal control, including any corrective actions taken by management with regard to reportable conditions (including material weaknesses), have occurred.

During the year ended December 31, 2018, the County implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. The implementation of GASB Statement No. 75 requires the County's net OPEB liability to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees that is attributed to those employees' past periods of service (total OPEB liability), less the amount of the OPEB plan's fiduciary net position. As a result, the County's OPEB liability was restated from $207,444,273 to $367,611,394 for governmental activities and $1,512,552 to $1,448,036 for business-type activities at December 31, 2017. The County elected to record the change in the OPEB liability, $24,438, within the transportation fund as a current year. Net position of the County's governmental activities and business-type activities at December 31, 2017 has been restated as follows:

		Business-type Activities	
	Governmental Activities	Airport Fund	Total Business-type Activities
Net position—December 31, 2017, as previously stated	$ (71,161,376)	$ 14,451,081	$ 32,315,417
GASB Statement No. 75 implementation:			
OPEB liability adjustment	(160,167,121)	40,078	40,078
Net position—December 31, 2017, as restated	$ (231,328,497)	$ 14,491,159	$ 32,355,495

Additionally, during the year ended December 31, 2018 (August 31, 2018 as to the DCC), the County's major component units, including the Dutchess Community College, Dutchess County Resource Recovery Agency, and the Dutchess County Water and Wastewater Authority, implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Net position of the County's major component units at December 31, 2017 (August 31, 2017 as to the DCC) has been restated as follows:

	Major Component Units			
	Dutchess Community College (August 31, 2017)	Dutchess County Resource Recovery Agency	Dutchess County Water and Wastewater Authority	Total Major Component Units
Net position—December 31, 2017, as previously stated	$ 8,310,484	$ 8,000,331	$ 7,107,654	$ 23,418,469
GASB Statement No. 75 implementation:				
Deferred outflows of resources adjustment	2,156,867	-	-	2,156,867
OPEB liability adjustment	(26,893,194)	263,470	(1,042,935)	(27,672,659)
Other	-	4,017	-	4,017
Net position—December 31, 2017, as restated	$ (16,425,843)	$ 8,267,818	$ 6,064,719	$ (2,093,306)

Additionally, during the year ended December 31, 2018, the financial statements of the Dutchess County Soil and Water Conservation District (the "SWCD"), a nonmajor discretely presented component unit, were audited by other auditors; whereas, previously the SWCD financial statements were not audited. As a result, the SWCD ending net position as of December 31, 2017 has been restated to $243,177.

- The County reports nonspendable, restricted, assigned and unassigned fund balances. The County had nonspendable balances of $4,597,992, restricted balances of $40,907,633, assigned balances of $21,529,177, and unassigned balances of $52,447,832 within its governmental funds as of December 31, 2018.

- In addition to audit services, based on information in the County's trial balance, Drescher & Malecki LLP has assisted the County in preparing the County's financial statements and federal and state financial assistance schedules for the year ended December 31, 2018. In conjunction with the preparation of the financial statements and federal and state financial assistance schedules, the County has performed the following functions:

    - Made all management decisions and performed all management functions.

    - Designated Heidi Seelbach, Commissioner of Finance, whom we believe has suitable skill, knowledge, and/or experience to perform bookkeeping functions and who has overseen the above services.

    - Evaluated the adequacy of the services performed.

    - Evaluated and accepted responsibility for the results of the services performed.

    - Established and maintained internal controls, including monitoring ongoing activities.

- County management understands that Drescher & Malecki, LLP has not performed any management functions or made management decisions on behalf of the County. Any nonattest services were performed in accordance with the applicable professional standards issued by the American Institute of Certified Public Accountants.

James M. Fedorchak, County Attorney

Robin L. Lois, County Comptroller

Heidi Seelbach, Commissioner of Finance

County of Dutchess, New York
Proposed Adjusting Journal Entries
For the Year Ended December 31, 2018

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 1			
To adjust Airport Fund net position for entries made during the year.			
EA.909	Fund Balance - unreserved	$ 7,075	
EA.909	Fund Balance - unreserved	1,313,962	
EA.56103	Reconstruction		$ 855,302
EA.56104	Contractual		458,660
EA.625	Bond Interest Payable Airport		7,075
Total		**1,321,037**	**1,321,037**
Adjusting Journal Entries JE # 2			
To adjust Transportation Fund net position for entries made during the year.			
ET.909	Fund Balance - unreserved	5,511	
ET.909	Fund Balance - unreserved	20,563	
ET.909	Fund Balance - unreserved	221,821	
ET.56802	Equipment		220,285
ET.56803	Capital Outlay		765
ET.56804	Contractual		771
ET.56804	Contractual		20,563
ET.601	Accrued Liability		5,511
Total		**247,895**	**247,895**
Adjusting Journal Entries JE # 3			
To adjust General Fund's fund balance for entries made during the year.			
A.1165	District Attorney	37,309	
A.2770	Unclassified Rev.	20	
A.909	Fund Balance - unreserved	4,725	
A.696	A/P Voids to be distributed		4,725
A.909	Fund Balance - unreserved		20
A.909	Fund Balance - unreserved		37,309
Total		**42,054**	**42,054**

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 4			
For reporting purposes only: To eliminate transfers and loans between the General Fund and the Self Insurance Fund, as well as eliminating intrafund transfers and loans within the Airport Fund and Transportation Fund.			
A.5031	Interfund Transfers	250,000	
A.5031	Interfund Transfers	342,240	
EA.5050	Interfund Trans for Debt Svce	3,592	
ET.5050	Interfund Trans for Debt Svce	10,042	
S.630	Due to Other Funds	77	
A.391	Due From Other Funds		77
A.9901	General Fund Interfund Transfer		250,000
EA.56109	DPW Airport-Interfund Transfers		3,592
ET.56809	Interfund Transfer		10,042
S.9901	General Fund Interfund Transfer		342,240
Total		**605,951**	**605,951**
Adjusting Journal Entries JE # 5			
For reporting purposes only: To reclassify revenue.			
A.3089	Other St Aid	5,436,192	
A.2701	Refund of Pr. Yr's Exp		5,436,192
Total		**5,436,192**	**5,436,192**
Adjusting Journal Entries JE # 6			
To adjust OPEB liability.			
EA.683	OPEB Liability	80,156	
ET.683	OPEB Liability	24,438	
EA.90898	Other Benefits		80,156
ET.90898	Other Benefits		24,438
Total		**104,594**	**104,594**
Adjusting Journal Entries JE # 7			
To reclassify bond premium to a long-term liability for the Airport Fund.			
EA.2710	Premium on Obligations	25,404	
EA.629	Unamortized premium		25,404
Total		**$ 25,404**	**$ 25,404**

Drescher & Malecki LLP
3083 William Street, Suite 5
Buffalo, New York 14227
Telephone: 716.565.2299
Fax: 716.565.2201

Drescher & Malecki

Certified Public Accountants

September 25, 2019

To the Honorable County Legislature of the
County of Dutchess, New York:

In planning and performing our audit of the basic financial statements of the County of Dutchess, New York (the "County") as of and for the year ended December 31, 2018, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered the County's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.
- *Probable.* The future event or events are likely to occur.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

During our audit we identified certain matters involving the internal control, other operational matters, and new reporting requirements that are presented for your consideration. This letter does not affect our report dated September 25, 2019 on the financial statements of the County. We will review the status of these comments during our next audit engagement. Our comments and recommendations, all of which have been discussed with the appropriate members of management, are intended to improve the internal control or result in other operating efficiencies. Our comments are summarized in Exhibit I.

The purpose of this communication, which is an integral part of our audit, is to describe, for management and those charged with governance, the scope of our testing of internal control and the results of that testing. Accordingly, this communication is not intended to be and should not be used for any other purpose.

Drescher & Malecki LLP

September 25, 2019

Grant Tracking and Project Monitoring

County management has implemented several enhancements to its capital project monitoring processes. During the fiscal year 2018, the County formally introduced capital projects policies and procedures related to buildings, utilizing the project accounting module within their New World accounting software. The Department of Public Works' utilization of project accounting has allowed for better reporting amongst the various individual project costs within a capital project.

We recommend that individual County departments perform cost benefit analyses on the use of the project accounting module to determine whether implementation would add efficiencies to their existing recordkeeping processes.

Setting User Charges for Enterprise Funds

During the year ended December 31, 2018, the General Fund continued to subsidize a portion of the enterprise funds' operations through transfers of $737,113 and $3,000,193 to the Airport and Transportation Funds, respectively. Further, despite the transfers in, the Airport Fund and the Transportation Fund both reported a decrease in net position for the year ended December 31, 2018. The County's 2019 Adopted Budget continues to include subsidies to the proprietary funds.

While subsidies to the enterprise funds are documented through the annual budget process, we recommend that the enterprise fund classification of the Airport and Transportation operations continue to be reviewed, and consideration should be made as to whether recording as a special revenue governmental fund or as a department of the General Fund may more appropriately account for their activity.

Cyber Security

In lieu of recent cyberattacks targeting local governments across the country, heightened awareness for the risks surrounding cyber security should take high priority in safeguarding County data and preventing interruptions to operations. Malware and ransomware attacks often initiate with an accidental user action, resulting in breaches of personal information and financial data, disruptions in the critical operations of the County, as well as potential financial exposure for costs to recover stolen data.

We recommend that the County refresh employee training programs surrounding cyber security including, but not limited to, recognizing cyberthreats, phishing and suspicious links, and how to react to and report incidents to information technology staffing.

Federal Cash Management Policy

Per the Office of Management and Budget ("OMB") 2 CFR 200.305, the County should maintain written procedures surrounding federal cash management, as well as procedures for determining allowability of costs in accordance with 2 CFR Subpart E–Cost Principles.

We recommend that the County create written procedures regarding these matters, in addition to establishing written procedures for procurement of federal awards in compliance with Title 2 Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Written procedures surrounding federal cash management and determining allowability of costs may include:

- How the entity minimizes the time elapsing between the transfer of funds and disbursement as a condition for advance payments.
- Procedures to make timely payment to contractors in accordance with the contract provisions.
- Advance payments must be limited to the minimum amounts needed and be timed in accordance with the actual, immediate cash requirements of the entity.
- Maintain advance payments in interest bearing accounts unless certain exceptions are met, also noting that interest over $500 will be returned to the federal agency unless other specified by the federal awarding agency.

New Financial Reporting Standards

The Governmental Accounting Standards Board ("GASB") released Statements No 84, *Fiduciary Activities* ("GASB 84") and No. 87, *Leases* ("GASB 87"), which will impact the County's financial statement presentation for the fiscal years ending December 31, 2019 and December 31, 2020, respectively.

The objective of GASB 84 is to enhance consistency and comparability by establishing specific criteria for identifying activities that should be reported as fiduciary activities and clarifying whether and how business-type activities should report their fiduciary activities. Greater consistency and comparability enhances the value provided by the information reported in financial statements for assessing government accountability and stewardship. A summary follows:

GASB 84 describes four fiduciary funds that should be reported, (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds. These activities should present a statement of fiduciary net position and a statement of changes in fiduciary net position. GASB 84 also provides for recognition of a liability to the beneficiaries in a fiduciary fund when an event has occurred that compels the government to disburse fiduciary resources.

Currently the County reports an Agency Fund and a Private Purpose Trust Fund within their fiduciary funds. The new guidance provides that an activity meeting the following criteria should be reported as a fiduciary activity:

1. Assets are controlled by the government.
2. Assets are not derived from own source revenues.
3. Assets are not derived from government mandated or voluntary nonexchange transactions.

In addition, the activity must meet one of the following:

a. Assets are held in a qualifying trust where the government is not the beneficiary, the assets are legally protected from creditors, and dedicated to providing benefits to recipients.
b. The assets aren't derived from the government's provision of goods or services and:
   i. Assets are held for the benefit of individuals without the government having administrative or direct financial involvement.
   ii. Assets are held for the benefit of outside organizations that are not part of the government's reporting entity.

Therefore, the impact on the above guidance will likely affect the County in various ways, such as the reporting of the following as fiduciary activities:

1. The collection of property taxes during the year, which have not yet been remitted to other governments. These would continue to be reported in the governmental fund, but would also require reporting as assets and a liabilities within a custodial Agency Fund, along with the presentation of a Statement of Changes in Fiduciary Net Position reporting additions and deductions related to these collections and remittances.

2. The reporting of inmate account funds as fiduciary funds, all of which are currently listed as off-book cash accounts.

The objective of GASB 87 is to better meet the needs of financial statement users by improving accounting and financial reporting for leases by governments. GASB 87 increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under GASB 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. In preparation for implementation, it is recommended that the County compile a list of all current capital and operating leases and evaluate those leases for identified potential exceptions to the GASB.

Reporting Requirements

GASB has adopted several new pronouncements in addition to GASB 84 and GASB 87, which may have a future impact upon the County:

GASB Statement No. 83—The County is required to implement GASB Statement No. 83, *Certain Asset Retirement Obligations*, effective for the fiscal year ending December 31, 2019. This Statement establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for asset retirement obligations ("AROs").

GASB Statement No. 88—The County is required to implement GASB Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*, effective for the fiscal year ending December 31, 2019. The objective of this Statement is to improve the information that is disclosed in noted to government financial statements related to debt, including direct borrowings and direct placements. This Statement also clarifies which liabilities governments should include when disclosing information related to debt.

GASB Statement No. 89—The County is required to implement GASB Statement No. 89, *Accounting for Interest Costs Incurred before the End of a Construction Period*, effective for the fiscal year ending December 31, 2020. The objectives of this Statement are to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period, and to simplify accounting for interest cost incurred before the end of a construction period.

GASB Statement No. 90—The County is required to implement GASB Statement No. 90, *Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61*, effective for the fiscal year ending December 31, 2019. The objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units.

GASB Statement No. 91—The County is required to implement GASB Statement No. 91, *Conduit Debt Obligations*, effective for the fiscal year ending December 31, 2021. The objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures.

Resolution No. 2019247, A RESOLUTION AUTHORIZING THE ISSUANCE OF $1,713,970 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF BALLOT MARKING/TABULATION DEVICES, FOR SAID COUNTY, was offered for discussion only at the September 5, 2019, Government Services and Administration Committee Meeting, and considered at the October 15, 2019, Board Meeting.

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

AYES:	24	Amparo, Black, Bolner, Borchert, Brendli, Edwards, Garito, Horton, Houston, Incoronato, Jeter-Jackson, Johnson, Kearney, Keith, Llaverias, Metzger, Miccio, Munn, Page, Pulver, Sagliano, Surman, Truitt, Zernike
NAYS:	0	
ABSENT:	1	Thomes

Resolution adopted.

FAMILY & HUMAN SERVICES

RESOLUTION NO. 2019255

RE: AUTHORIZING AMENDMENT OF FUNDING UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT AND TRADE ADJUSTMENT ACT

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

WHEREAS, the United States Congress enacted the Workforce Innovation and Opportunity Act (WIOA) and Trade Adjustment Assistance (TAA) Program 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 2019 Title 1B WIOA ADMIN, ADULT, & DISLOCATED WORKER funding for the period of July 1, 2019 through June 30, 2021, 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 Program and amend the following accounts:

APPROPRIATIONS Increase (Decrease)

2019

CD6292.2019.4844	T-1B-WIOA Admin	$ 22,118
CD6292.2019.4841	T-1B WIOA Adult	$ 102,596
CD6292.2019.4842	T-1B WIOA Dislocated Worker	$ 96,465
		$ 221,179

REVENUES Increase (Decrease)

2019

CD6292.2019.47910.44	T-1B-WIOA Admin	$ 22,118
CD6292.2019.47910.41	T-1B WIOA Adult	$ 102,596
CD6292.2019.47910.42	T-1B WIOA Dislocated Worker	$ 96,465
		$ 221,179

CA-182-19
09/16/19 G-1263
LM/SR/TJL/kvh
Fiscal Impact: Attached

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

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 15th day of October 2019, and that the same is a true and correct transcript of said original resolution and of the whole thereof. Date 10/17/2019

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 15th day of October 2019.

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 $ 221,179

Total Current Year Revenue $ 221,179
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: Louise McLoughlin Prepared On: 9/4/2019

DuLpdf

NEW YORK STATE OF OPPORTUNITY | Department of Labor

Andrew M. Cuomo, Governor
Roberta L. Reardon, Commissioner

July 22, 2019

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) PY19-2 for Local Workforce Development Area – Dutchess County.

NOA PY19-2 represents the initial allocation of funding for the Program Year 2019 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, 2019. These funds are available for use for the period July 1, 2019 - June 30, 2021.

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

Sincerely,

Karen A. Coleman

Karen A. Coleman
Deputy Commissioner for Workforce Development and
Governor's Office Advisor for Workforce Policy and Innovation

Attachment(s)

cc: Mr. John Forte
Ms. Louise McLoughlin
Ms. Nancy Bell
Mr. Alfonso Rubio-Aragon
Mr. Joseph Hamm

NYS Department of Labor
Division of Employment & Workforce Solutions

NOTICE OF OBLIGATIONAL AUTHORITY (NOA)

Authorizing Program Year 2019 Workforce Innovation & Opportunity Act (WIOA)
Title 1-B Funding
Adult Program and Dislocated Worker Program funding are authorized for the period 07/01/2019 through 06/30/2021.
Youth Program funding is authorized for the period 04/01/2019 through 06/30/2021.

Program:	WIOA Program Year 2019
NOA Number:	PY19-2
Grantor:	Governor of New York through the NYS Department of Labor
FAIN:	AA-33247-19-55-A-36

Local Workforce Development Area (LWDA) Subrecipient Information

LWDA Name:	Dutchess County
LWDA Assigned Number:	60
DUNS Number:	08-228-2195
Subrecipient Contact:	Marcus J. Molinaro
Subrecipient Contact Title:	Dutchess County Executive

WIOA Title 1-B

Program	CFDA #	Prior Approved Level	Change (per this NOA)	New Level
Adult	17.258	$0.00	$102,595.94	$102,595.94
Dislocated Worker	17.278	$0.00	$96,464.86	$96,464.86
Youth	17.259	$657,744.41	$0.00	$657,744.41
Administration	All Programs	$73,082.71	$22,117.87	$95,200.58

NYSDOL Contact Information

Representative Name:	Nancy Bell
Phone Number:	(518) 457-0239

Approval Signature: Karen A Coleman **7/22/2019**

Karen A. Coleman
Deputy Commissioner for Workforce Development and
Governor's Office Advisor for Workforce Policy and Innovation

Family and Human Services Committee Roll Call

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

Present: 9 **Resolution:** ✓ **Total :** 9 Yes 0 No

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

Vacant: 1

J19255 AUTHORIZING AMENDMENT OF FUNDING UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT AND TRADE ADJUSTMENT ACT

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

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

Vacant: 0 **Abstentions:** 0

..019255 AUTHORIZING AMENDMENT OF FUNDING UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT AND TRADE ADJUSTMENT ACT

October 15, 2019

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2019256

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM HANS REDL, IN CONNECTION WITH THE REPLACEMENT OF BRIDGE PV-17 IN THE TOWN OF PLEASANT VALLEY

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

WHEREAS, the Department of Public Works (DPW) has proposed the replacement of Bridge PV-17 in the Town of Pleasant Valley, a project which includes the acquisition of certain portions of real property, and

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

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

WHEREAS, the Department of Public Works has made a determination that in order to complete the improvement project referenced above, it is necessary to acquire a fee acquisition on a portion of property shown on Map 1, Parcel 1 (approximately 1,092.72 +/- square feet) located at 59 Mill Lane in the Town of Pleasant Valley, described as Parcel Identification Number 134400-6463-02-619797-0000, presently owned by Hans Redl, 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 purchased for the sum of $125, plus authorization to spend up to $1,000 in related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of portions of certain properties, in the Town of Pleasant Valley will <u>not</u> 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 easement, and be it further

RESOLVED, that upon receipt from the property owner of an executed Deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay to the property owner the sum of $125 and up to $1,000 in related expenses, if any, for such conveyance, and be it further

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

CA-177-19
09/04/19
R-0995-B
Fiscal Impact: Attached

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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 $ 1,125

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
RESOLUTION REQUEST TO ACQUIRE A FEE ACQUISITION FROM HANS REDL, IN CONNECTION WITH BRIDGE PV-17 REPLACEMENT PROJECT, TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY

Authorization to acquire in fee a 1,092.72+/- square foot parcel as shown on (Map 1, Parcel 1) for the purchase price of $125.00

Related expenses in the amout of $1,000 are included in the Total Current Year Cost.

Prepared by: Matthew W. Davis 2929

AGREEMENT TO PURCHASE REAL PROPERTY

Project: **PV-17 Bridge Improvement**
PIN OR CIN: **n/a** Maps: **01 & 02** Parcels: **1 & 1**

This Agreement by and between **HANS REDL LLC**, with a mailing address of c/o Herb Redl Properties, 80 Washington Street, Poughkeepsie, New York 12601, 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 **1,092.724**± square feet of real property. Purchase price is **125.**

   ☐ a *permanent easement* to **0**± square feet of real property. Purchase price is **0.**

   ☒ a *temporary easement* to **1,540.481**± square feet of real property. Purchase price is **125.**

   Located at 59 Mill Lane, Town of Pleasant Valley, County of Dutchess, New York, and is further described as parcels 1 & 1 on Exhibit "A", attached hereto.

   Being a portion of those same lands described in that certain Referee's Deed dated 10/17/14 and recorded 12/5/2014 as Document # 02 2014-7535 in the Office of the County Clerk for Dutchess County (re: Grid # 13440-6463-02-619797),

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

3. PURCHASE PRICE. The total purchase price is **TWO HUNDRED FIFTY AND 00/100 DOLLARS (250.00).** 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 September 15, 2019. 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 three (3) years. The commencement date may be up to nine (9) months after the date of execution of the Temporary Easement. The Temporary Easement may be extended for two (2) additional one year terms at the option of the Buyer. Thirty (30) days prior to the expiration of the term or extended term of the Temporary Easement, the Buyer shall notify the Seller in writing of its intention to exercise its option of extending the term of the Temporary Easement for an additional one year. The Buyer shall include a check for the sum of $_____ 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 _____, 2019, the parties have entered into this Agreement.

APPROVED AS TO FORM:

_____
Department of Law

HANS REDL LLC

Seller: _____

Print Name: HELBERT H. REDL

Title: Managing Member

APPROVED AS TO CONTENT:

_____
Department of Public Works

COUNTY OF DUTCHESS

_____

Print Name: _____

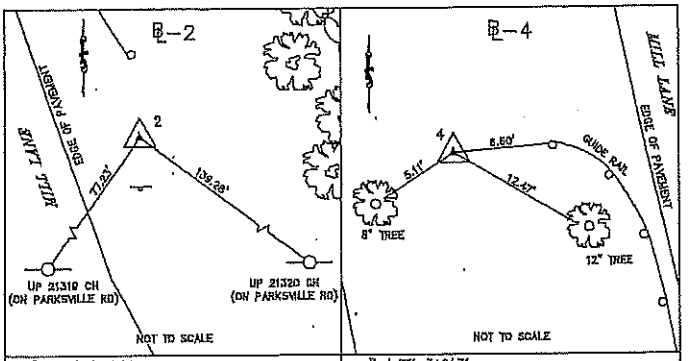
Title: _____

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

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

PV-17 Bridge Improvement Project

DCH-2019-AB



℄-2	℄-4
℄-2 STA. 1+00.00	℄-4 STA. 3+04.71
DESC: 8" SPIKE DRIVEN INTO SOIL	DESC: 8" SPIKE DRIVEN INTO SOIL
COORDINATE: NAD83 SPC-NY, EAST ZONE, US FOOT SYSTEM	COORDINATE: NAD83 SPC-NY, EAST ZONE, US FOOT SYSTEM
N: 1061376.1600	N: 1061655.0800
E: 683077.1200	E: 682977.6500

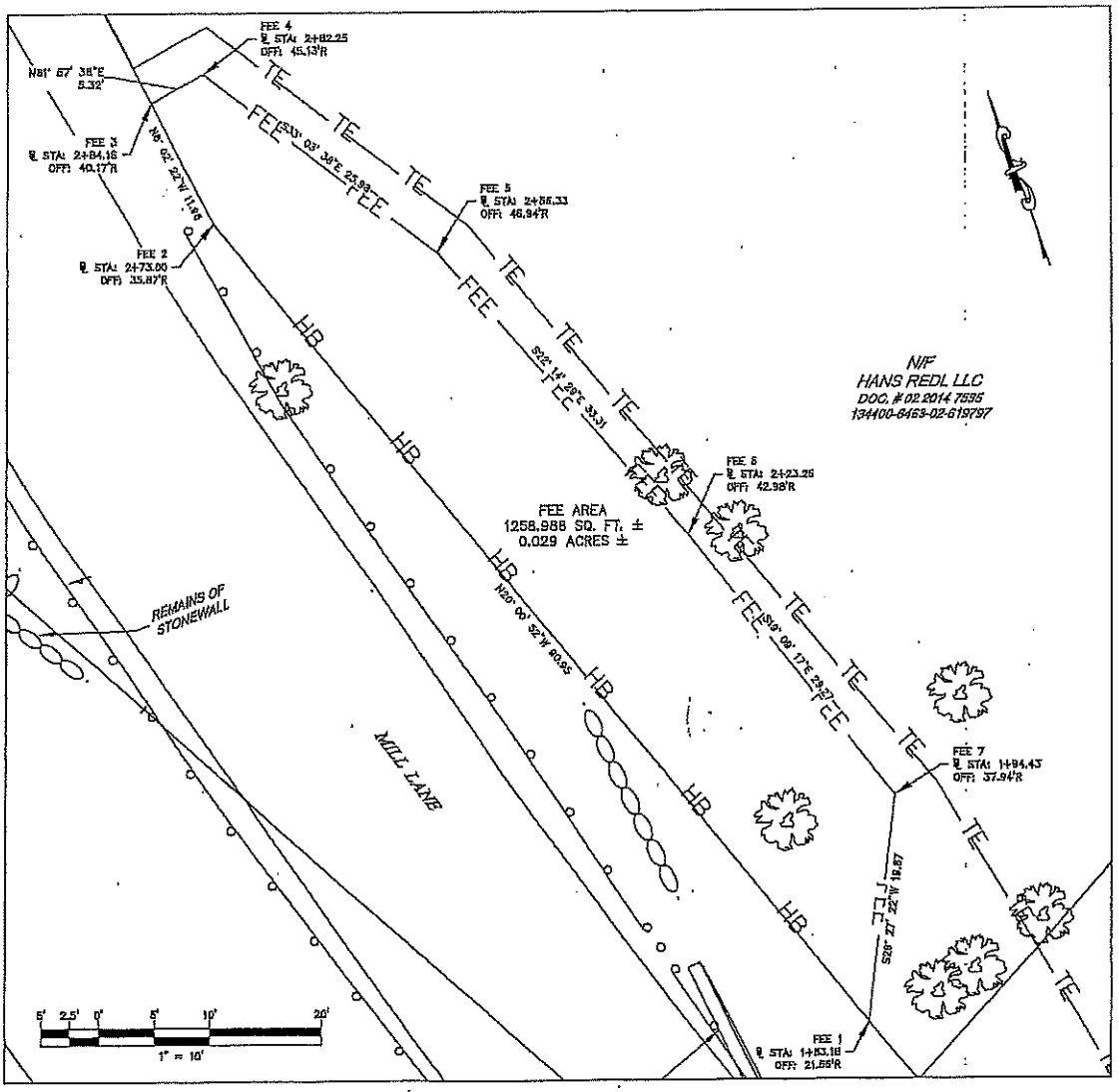
ACQUISITION DESCRIPTION:

Type<s>: FEE TAKING
Portion of Real Property Tax
Parcel ID No. 134400-6463-02-619797-0000

Town of Pleasant Valley
County of Dutchess
State of New York

REPUTED OWNER:

Hans Redl, LLC
59 Mill Lane
Pleasant Valley, NY 12569



ORIGINAL OF THIS MAP (SHEETS 1 & 2)
ARE ON FILE AT THE OFFICES OF THE DUTCHESS
COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED 4-29-2019

PREPARED BY KKS CHECKED BY JJV FINAL CHECK BY _____

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

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

PV-17 Bridge Improvement Project

DCH-2019-AB

All that certain piece or parcel of land situate in the Town of Pleasant Valley, County of Dutchess, State of New York as shown on the accompanying Map No. 1, Parcel No. 1,

Beginning at a point on the easterly line of Mill Lane and westerly line of lands now or formerly of Hans Redl, LLC (Doc. # 02 2014 7535), said point being 21.56 feet ± distant easterly, measured at right angle from Sta. 1+83.18 of the hereinafter described baseline; Thence running northerly along the easterly line of Mill Lane the following two (2) courses and distances, N 20° 00' 52" W 90.95 feet to a point, said point being 35.87 feet ± distant easterly, measured at right angle from Sta. 2+73.00 of the aforementioned baseline; Thence N 8° 02' 22" W 11.96 feet to a point, said point being 40.17 feet ± distant easterly, measured at right angle from Sta. 2+84.16 of the aforementioned baseline; Thence running easterly, southerly and westerly through the lands of Hans Redl, LLC the following five (5) courses and distances, N 81° 57' 38" E 5.32 feet to a point, said point being 45.13 feet distant easterly, measured at right angle from Sta. 2+82.25 of the aforementioned baseline; Thence S 33° 03' 38" E 25.98 feet to a point, said point being 46.94 feet ± distant easterly, measured at right angle from Sta. 2+56.33 of the aforementioned baseline; Thence S 22° 14' 29" E 33.31 feet to a point, said point being 42.98 feet ± distant easterly, measured at right angle from Sta. 2+23.26 of the aforementioned baseline; Thence S 19° 09' 17" E 29.27 feet to a point, said point being 37.94 feet ± distant easterly, measured at right angle from Sta. 1+94.43 of the aforementioned baseline; Thence S 26° 27' 22" W 19.87 feet to a point of place of beginning.

Containing 0.029 acres of land, more or less.

The abovementioned survey baseline is a portion of the survey baseline for the PV-17 Bridge Improvement project, and is describe as follows:

Beginning at Sta. 1+00.00 (℄-2); Thence N 29° 04' 18" W 204.71 feet to Sta. 3+04.71 (℄-4).

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

Date MAY 6 20 19

Robert H. Balkind, PE
Commissioner of Public Works

~~Recommended by:~~

~~Date _____ 20__~~

~~David C. Whalen~~
~~Deputy Commissioner of Public Works~~

STATE OF NEW YORK
JONATHAN J. VERDERBER
050912
LICENSED LAND SURVEYOR

"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 MAY 2nd 20 19

Jonathan J. Verderber, Land Surveyor
P.L.S. License No. 050912
Clark Patterson Lee
9 Elks Lane
Poughkeepsie, NY 12601

MAP NUMBER _____
REVISED DATE _____
DATE PREPARED 4-29-2019

PREPARED BY KKG CHECKED BY JJV FINAL CHECK BY _____

Public Works and Capital Projects Roll Call

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

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

Absent: 2 **Motion:** ___

Vacant: 0 **Abstentions:** 0

J19256 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM HANS REDL, IN CONNECTION WITH THE REPLACEMENT OF BRIDGE PV-17 IN THE TOWN OF PLEASANT VALLEY

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

_J19256 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM HANS REDL, IN CONNECTION WITH THE REPLACEMENT OF BRIDGE PV-17 IN THE TOWN OF PLEASANT VALLEY

October 15, 2019

PUBLIC WORKS & CAPTIAL PROJECTS

DISCUSSION ONLY 10/10/19

RESOLUTION NO. 2019257

BOND RESOLUTION DATED NOVEMBER 12, 2019.

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AGGREGATE $833,250 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF VARIOUS MOTOR VEHICLES FOR VARIOUS DEPARTMENTS IN AND FOR SAID COUNTY.

BE IT RESOLVED, by the County Legislature of the County of Dutchess, New York, as follows:

Section 1. To pay the cost of the purchase of various motor vehicles for various departments, with alternative fuel modalities where appropriate and available, including in each case incidental equipment and expenses in connection therewith, there are hereby authorized to be issued $833,250 serial bonds of the County of Dutchess, New York pursuant to the provisions of the Local Finance Law, apportioned as follows:

a) the purchase of various motor vehicles for various County departments, including incidental equipment and expenses, at a maximum estimated cost of $212,100, being a class or objects or purposes, having a period of probable usefulness of three years, pursuant to subdivision 77(1st) of paragraph a of Section 11.00 of the Local Finance Law, there are hereby authorized to be issued $212,100 serial bonds of the $833,250 serial bonds of the County of Dutchess, New York, herein authorized;

b) the purchase of sport utility and utility vehicles for the Sheriff's Department, including incidental equipment and expenses, at a maximum estimated cost of $592,870, being a class of objects or purposes, having a period of probable usefulness of five years, pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law, there are hereby

authorized to be issued $592,870 serial bonds of the $833,250 serial bonds of the County of Dutchess, New York, herein authorized; and

c) the purchase of a motorcycle for the Sheriff's Department, including incidental equipment and expenses, at a maximum estimated cost of $28,280, being a specific object or purpose, having a period of probable usefulness of five years, pursuant to subdivision 89, based upon subdivisions 32 and 35 of paragraph a of Section 11.00 of the Local Finance Law, there are hereby authorized to be issued $28,280 serial bonds of the $833,250 serial bonds of the County of Dutchess, New York, herein authorized.

Section 2. It is hereby determined that the aggregate maximum estimated cost of the aforesaid objects or purposes described in Section 1 hereof is $833,250, and that the plan for the financing thereof by the issuance of the $833,250 serial bonds herein authorized to be issued pursuant to the provisions of the Local Finance Law therefore apportioned to each such object or purpose in accordance with the maximum estimated cost of each specified in Section 1 hereof.

Section 3. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be

sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

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

Section 7. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of

Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 8. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 9. The validity of such bonds and bond anticipation notes may be contested only if:

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

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

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

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

Section 10. This resolution, which takes effect immediately, shall be published in summary form in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

CERTIFICATION FORM

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

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

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on November 12, 2019, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 23 ayes and 0 noes, with 2 members being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on November 20, 2019, in accordance with the provisions of Section 3.05 of the Dutchess County Charter.

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

Newspaper and/or other news media	Date given
Southern Dutchess News	November 8, 2019
Poughkeepsie Journal	November 8, 2019

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

Designated Location(s) of posted notice	Date of Posting
22 Market Street, 6th Floor, County Office Building Poughkeepsie, NY 12601	November 8, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 12 day of November 2019.

Clerk, County Legislature

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 11/20/2019

H0546 - 2019 Auto Center Vehicle Bond

APPROPRIATIONS

Increase

H0546.6010.2300.03	DCFS Motor Vehicles 3 Year	$190,000
H0546.1170.2300.03	Public Defender Vehicles 3 Year	$20,000
H0546.3110.2300.05	Sheriff Motor Vehicles 5 Year	$615,000
H0546.1640.3900	Bond Issuing Costs	$8,250
		$833,250

REVENUES

Increase

H0546.1640.57100	Serial Bonds	$833,250
		$833,250

2019 Motor Vehicles -B (Sheriff, Other)

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	$833,250	$194,930	$13,040	$207,970
2	$638,320	$194,930	$9,993	204,923
3	$443,390	$194,930	$6,947	201,877
4	248,460	124,230	3,901	128,131
5	124,230	124,230	1,950	126,180
TOTAL		$833,250	$35,831	$869,081
AVG. PER YEAR		$166,650	$7,166	$173,816

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL	$833,250	
ANTICIPATED INTEREST RATE (Weighted Average)		1.56%
TERM 5 YEARS. ANTICIPATED FEES:		$8,250
ANTICIPATED ANNUAL COST (PRIN + INT):		$173,816
TOTAL PAYBACK (ANNUAL COST x TERMS):		$869,081

PREPARED BY HEIDI SEELBACH

MARCUS J. MOLINARO
COUNTY EXECUTIVE

ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: W.F.X. O'Neil
Deputy County Executive

From: Robert Balkind, P.E., Commissioner
Department of Public Works

Date: September 10, 2019

Re: 2019 Capital Vehicle Bond Request

The 2019 Capital Vehicle Bond request includes $825,000 of replacement vehicles for various Dutchess County departments. The vehicle request for the Sheriff's Office is $615,000 for 15 replacement vehicles and the vehicle request for all other departments is $210,000 for 8 replacement vehicles. Some vehicles to be replaced have been totaled or have been removed from the fleet due to condition or damage, and others will be removed from service and auctioned upon receipt of replacement vehicles.

A detailed breakdown of the requested vehicles is attached for your reference. Please let me know if you have any questions.

c: M. Aldrich, Director of Budget and Finance, DPW

attch.

2019 Auto Service Center Vehicle Request

Sheriff's Office Vehicles

	Requesting Department	Vehicle to be Replaced	Actual Replaced	2018	Model	Marked or Unmarked	Current Mileage	Condition Notes	New Vehicle #	Department	Replacement Vehicle Type	Marked or Unmarked	Estimated Cost	Remarks	Useful Life
1	DCSO	5514		2011	F-250	marked	101,368	poor		DCSO	prusuit rated P/U truck with hard tonneau cover, police lighting	Marked	$46,000		5
2	DCSO	6008		2014	INTERCEPTOR	marked	141,035	Totaled 10/18/18		DCSO	4x4 mid-size SUV with police lighting, police engine package not necessary	Unmkd	$37,000		5
3	DCSO	5924		2013	INTERCEPTOR	marked	108,966	poor		DCSO	4x4 mid-size SUV with police package and lighting	Marked	$40,000		5
4	DCSO	5909		2013	EXPLORER	marked	121,429	poor		DCSO	4x4 mid-size SUV with police package and lighting	Marked	$40,000		5
5	DCSO	5910		2013	EXPLORER	marked	113,496	Totaled 11/7/18		DCSO	4x4 full size SUV executive car	Unmkd	$50,000		5
6	DCSO	6004		2014	INTERCEPTOR	marked	125,050	poor		DCSO	4x4 mid-size SUV with police lighting, police engine package not necessary	Unmkd	$37,000		5
7	DCSO	5912		2013	EXPLORER	marked	141,654	poor		DCSO	4x4 full-size SUV with K-9 package and police package,police lighting	Marked	$60,000		5
8	DCSO	6009		2014	INTERCEPTOR	unmarked	153,709	poor		DCSO	4x4 mid-size SUV with police lighting, police engine package not necessary	Unmkd	$37,000		5
9	DCSO	5288		2007	CHARGER	unmarked	101,974	poor		DCSO	4x4 mid-size SUV with police package and lighting	Marked	$40,000		5
10	DCSO	6005		2014	INTERCEPTOR	marked	144,816	Totaled 6/20/19		DCSO	4x4 mid-size SUV with police package and lighting	Marked	$40,000		5
11	DCSO	6009		2014	INTERCEPTOR	unmarked	116,090	poor		DCSO	4x4 mid-size SUV with police package and lighting	Marked	$40,000		5
12	DCSO	5930		2013	INTERCEPTOR	marked	114,473	poor		DCSO	Motorcycle with police package	Marked	$28,000		5
13	DCSO	5921		2013	INTERCEPTOR	marked	115,600	poor		DCSO	4x4 mid-size SUV with police package and lighting	Marked	$40,000		5
14	DCSO	5914		2013	INTERCEPTOR	marked	126,683	poor		DCSO	4x4 mid-size SUV with police package and lighting	Marked	$40,000		5
15	DCSO	5917		2013	INTERCEPTOR	marked	142,500	poor		DCSO	4x4 mid-size SUV with police package and lighting	Marked	$40,000		5
16															
											Sheriff Sub Total =		$615,000		

RB 3/6/17

2019 Auto Service Center Vehicle Request

2019 Department Vehicles

	Assigned Department	Vehicle to be Replaced	Year	Make/Model	Current Mileage	Condition Notes	Requesting Department	Replacement Vehicle Type	Estimated Cost	PO #	Remarks	Useful Life
1	DCFS	4673	2003	chevy/malibu	67,791	poor	Auto Center	Mini Van	$30,000			3
2	DCFS	4997	2007	ford/taurus	124,056	poor	Auto Center	Mini Van	$30,000			3
3	DCFS	4998	2007	ford/taurus	120,815	poor	Auto Center	Mini Van	$30,000			3
4	DCFS	5302	2007	ford/focus	99,367	poor	Auto Center	Mini Van	$30,000			3
5	DCFS	5331	2007	chevy/malibu	121,244	poor	Auto Center	Mini Van	$30,000			3
6	DCFS	5333	2007	chevy/malibu	132,273	poor	Auto Center	Compact sedan	$20,000			3
7	DCFS	5657	2012	ford/fusion	117,792	poor	Auto Center	Compact sedan	$20,000			3
8	Public defender	5215	2007	chevy /impala	105,081	poor	Auto Center	Compact sedan	$20,000			3
9												
10												
11												
12												
13												
14												
15												
16												
19												
20												

Departments Sub Total = $210,000

RB 3/6/17

Resolution No. 2019257, A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AGGREGATE $833,250 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF VARIOUS MOTOR VEHICLES FOR VARIOUS DEPARTMENTS IN AND FR SAID COUNTY, was offered for discussion only at the October 10, 2019, Public Works and Capital Projects Committee Meeting, and considered at the November 12, 2019, Board Meeting.

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

AYES:	23	Amparo, Black, Bolner, Borchert, Brendli, Edwards, Garito, Horton, Houston, Incoronato, Jeter-Jackson, Johnson, Kearney, Keith, Llaverias, Metzger, Miccio, Munn, Page, Pulver, Sagliano, Surman, Truitt
NAYS:	0	
ABSENT:	2	Zernike, Thomes

Resolution adopted.

Public Works and Capital Projects Roll Call

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

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

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

Vacant: X(2)

2019257 A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AGGREGATE $833,250 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF VARIOUS MOTOR VEHICLES FOR VARIOUS DEPARTMENTS IN AND FOR SAID COUNTY

November 7, 2019

Roll Call Sheets

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

Present: 23 **Resolution:** ✓ **Total :** 23 (Yes) 0 (No)

Absent: 2 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2019257 A RESOLUTION AUTHORIZING THE ISSUANCE OF AN AGGREGATE $833,250 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF VARIOUS MOTOR VEHICLES FOR VARIOUS DEPARTMENTS IN AND FOR SAID COUNTY

November 12, 2019

ENVIRONMENT

RESOLUTION NO. 2019258

RE: ADOPTION OF NEGATIVE DECLARATION IN CONNECTION WITH THE ESTABLISHMENT OF ZONE "Y" ZONE OF ASSESSMENT IN THE TOWN OF HYDE PARK

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

WHEREAS, this Legislature has before it a resolution together with maps, plans and reports, all prepared by or on behalf of the Dutchess County Water and Wastewater Authority ("WWA") in support of the establishment of Zone "Y" Zone of Assessment by the County of Dutchess ("County") to facilitate the payment of capital costs through the levy of benefit assessments, and

WHEREAS, as part of its review of the proposed actions the WWA prepared a Short Environmental Assessment form dated July 9, 2019, and a Negative Declaration dated July 17, 2019, on file with the Clerk of the Legislature, which conclude that the proposed project constitutes an Unlisted Action pursuant to Part 617 of the New York Code of Rules and Regulations (SEQR), and that the action will not have a significant effect on the environment, and

WHEREAS, it appears that the WWA took a hard look at the proposed action and this Legislature should confirm those findings, now, therefore, it is hereby

RESOLVED, that this Legislature adopts and confirms the findings of the WWA, as set forth in the Short Environmental Assessment Form and Negative Declaration, attached hereto, concluding the proposed action will not have a significant effect on the environment.

CA-185-19
CRC/BB/kvh
G-1217-Y
9/16/19
Fiscal Impact: Attached

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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 Prepared On: 9/9/2019

DutpdF

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.

Part 1 – Project and Sponsor Information

Name of Action or Project:

County Water District Zone of Assessment Y (Salt Point)

Project Location (describe, and attach a location map):

501-503 Salt Point Turnpike, Hyde Park, NY

Brief Description of Proposed Action:

The action is the establishment and administration of a Zone of Assessment within the County Water District, for the purpose of enabling a water purchase agreement with the Town of Poughkeepsie to provide water service for fire suppression purposes to a commercial property located at 501-503 Salt Point Turnpike in the Town of Hyde Park, and the execution of a Restatement of the Service Agreement between the Dutchess County Water and Wastewater Authority and the County of Dutchess on behalf of the County Water District.

Name of Applicant or Sponsor:	Telephone: (845) 486-3601
Dutchess County Water & Wastewater Authority	E-Mail: bebarclay@dutchessny.gov

Address:

1 Lagrange Avenue

City/PO:	State:	Zip Code:
Poughkeepsie	NY	12603

	NO	YES
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.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Dutchess County - Legislative approval.	☐	☑

3. a. Total acreage of the site of the proposed action? 9.13 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 0 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☐ Urban ☑ Rural (non-agriculture) ☐ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☑

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
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
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☐	☑
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐

	NO	YES
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:		
N/A	☐	☐

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____		
On-site subsurface waste disposal.	☑	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☑	☐

	NO	YES
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?	☐	☑
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: _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
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?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
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?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	☐	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

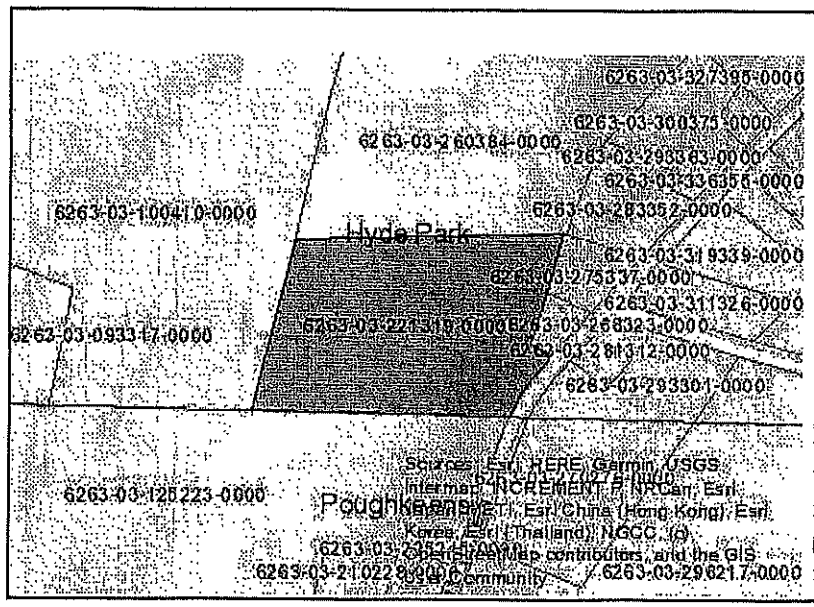
Applicant/sponsor/name: Bridget Barclay Date: 7/9/19

Signature: _____ Title: Executive Director

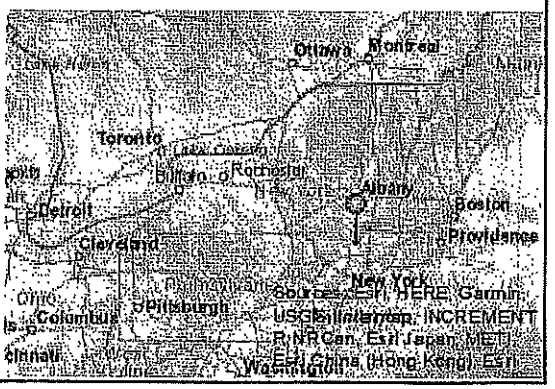
PRINT FORM

EAF Mapper Summary Report

Tuesday, July 09, 2019 9:23 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

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?	✓	
2. Will the proposed action result in a change in the use or intensity of use of land?	✓	
3. Will the proposed action impair the character or quality of the existing community?	✓	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	✓	
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?	✓	
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?	✓	
7. Will the proposed action impact existing: a. public / private water supplies?	✓	
b. public / private wastewater treatment utilities?	✓	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	✓	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	✓	
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	✓	
11. Will the proposed action create a hazard to environmental resources or human health?	✓	

PRINT FORM

Agency Use Only [If applicable]

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.

No "moderate to large" impacts were identified.

☐ 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.

☑ 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.

Dutchess County Water and Wastewater Authority	July 9, 2019
Name of Lead Agency	Date
Bridget Barclay	Executive Director
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

Environment Committee Roll Call

District	Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

J19258 ADOPTION OF NEGATIVE DECLARATION IN CONNECTION WITH THE ESTABLISHMENT OF ZONE "Y" ZONE OF ASSESSMENT IN THE TOWN OF HYDE PARK

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

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

Vacant: 0 **Abstentions:** 0

_019258 ADOPTION OF NEGATIVE DECLARATION IN CONNECTION WITH THE ESTABLISHMENT OF ZONE "Y" ZONE OF ASSESSMENT IN THE TOWN OF HYDE PARK

October 15, 2019

RESOLUTION NO. 2019259

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

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

WHEREAS, the New York State Legislature, by Chapter 592 of the Laws of 1991 (§1123, 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, WWA proposes to operate the PLT Associates Water System located in the Town of Hyde Park with an option to purchase, pursuant to an agreement with the current owner, Town of Poughkeepsie, and

WHEREAS, the WWA shall provide water services to the single property located at 501-513 Salt Point Turnpike within the system's service area, and

WHEREAS, the water distribution facilities will serve the single property specifically to enable the installation of a fire suppression (sprinkler) system for the reconstruction of buildings previously destroyed by a fire that occurred in March of 2019, and

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

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

WHEREAS, this Legislature must establish Zone of Assessment "Y" in the Dutchess County Water District covering the area of the PLT Associates Water System in the Town of Hyde Park, described in "Attachment A", and

WHEREAS, the average annual customer cost to the typical one family home is estimated to be One-Hundred and 00/100 ($100.00) Dollars, and

WHEREAS, this Legislature conducted a public hearing on this proposal on September 9, 2019, and heard all persons interested, and

WHEREAS, the establishment of said Zone "Y" Zone of Assessment will ensure an economical, efficient water system for the property 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 the property and property owner within the proposed Zone "Y" Zone of Assessment are benefited thereby and the property and property owner benefited are included within the proposed Zone "Y" Zone of Assessment, and it is in the public interest to create the Zone "Y" Zone of Assessment, and be it further

RESOLVED, that the Zone "Y" Zone of Assessment in the Town of Hyde Park in the area of the PLT Associates Water System, 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-186-19
CRC/kvh/G-1217-Y
9/16/19
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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 Prepared On: 9/9/2019

ATTACHMENT A

DUTCHESS COUNTY WATER DISTRICT

PROPOSED ZONE OF ASSESSMENT Y

(PLT Associates Water)

Proposed County Water District Zone of Assessment Y is comprised of a single tax parcel:

133200-6263-03-221319-0000

Assistant Majority Leader Bolner, duly seconded by Majority Leader Sagliano, moved the foregoing resolution. Discussion on Resolution No. 2019259 proceeded as follows:

Roll call on the foregoing resolution resulted as follows:

AYES:	24	Pulver, Sagliano, Bolner, Black, Munn, Llaverias, Borchert, Keith, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Kearney, Metzger, Amparo, Incoronato, Zernike, Miccio, Page, Horton, Garito, Surman, Houston
NAYS:	0	
ABSENT:	1	Thomes

Resolution adopted.

Said resolution was adopted subject to permissive referendum. No petition signed and acknowledged by electors of the County of Dutchess protesting against such resolution has been filed with the Clerk of the Legislature of the County of Dutchess within forty-five (45) days after the date of adoption thereof, or at any other time since said adoption. The effective date is December 1, 2019.

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

J19259 ESTABLISHING ZONE "Y" ZONE OF ASSESSMENT IN THE DUTCHESS COUNTY WATER DISTRICT IN THE TOWN OF HYDE PARK, DUTCHESS COUNTY, NEW YORK

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2019259 ESTABLISHING ZONE "Y" ZONE OF ASSESSMENT IN THE DUTCHESS COUNTY WATER DISTRICT IN THE TOWN OF HYDE PARK, DUTCHESS COUNTY, NEW YORK

October 15, 2019

RESOLUTION NO. 2019260

RE: APPROVING AN AMENDED AND SIXTEENTH RESTATEMENT OF THE SERVICE AGREEMENT BY AND BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY FOR ZONE "Y" ZONE OF ASSESSMENT

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

WHEREAS, this Legislature has before it a resolution for the establishment of Zone "Y" Zone of Assessment, covering the PLT Associates Water System, in the Town of Hyde Park, and

WHEREAS, this Legislature has previously approved a Service Agreement, dated as of June 1, 1998, between the County of Dutchess ("County"), for and on behalf of the Dutchess County Water District and the Dutchess County Water and Wastewater Authority ("WWA"), which said Agreement has been amended and restated to cover Zones of Assessment "A," "B," "C," "D," "E," "F," "G," "H," "Valley Dale," "I," "J", "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T" , "U" and "W", and

WHEREAS, this Legislature has under consideration an Amended and Sixteenth Restatement of the Service Agreement by and between the County for and on behalf of the Dutchess County Water District and WWA, a copy of which is attached, by the terms of which WWA will produce and sell water to the County on behalf of the Zone "Y" Zone of Assessment (Zone "Y") and the County will levy benefit assessments to pay for the capital costs of the existing water system and provide for the enforcement of delinquent water bills within the boundaries of Zone "Y", and

WHEREAS, this Legislature, by separate Resolution has confirmed the findings of the Town of Hyde Park and supported by the WWA certified on September 19, 2019, that the establishment of Zone "Y" Zone of Assessment will not have a significant effect on the environment, and

WHEREAS, the approval of the Sixteenth Restatement is in the best interests of the citizens of Dutchess County, now, therefore, be it

RESOLVED, that the Amended and Sixteenth Restatement of the Service Agreement between the County of Dutchess on behalf of Zone "Y" Zone of Assessment, a copy of which is attached, is approved and the County Executive or his designee is authorized and empowered to execute said Agreement on behalf of the County in substantially the same form as on file in the Office of the Legislative Clerk

CA-184-19
CRC/BB/kvh/G-1217-Y 9/16/19
Fiscal Impact: See statement attached

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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 Prepared On: 9/9/2019

Dut.pdf

SERVICE AGREEMENT

Dated as of June 1, 1998

Amended and Sixteenth Restatement As of October 1, 2019

between

COUNTY OF DUTCHESS, NEW YORK,
for and on behalf of the Dutchess County Water District

and

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

Integrated Water Supply, Purification and Distribution System
Dutchess County, New York

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APPENDIX X	Zone Y Zone of Assessment

THIS SERVICE AGREEMENT, dated as of June 1, 1998, amended and Sixteenth Restatement as of October 1, 2019, by and between the COUNTY OF DUTCHESS, NEW YORK, a municipal corporation of the State of New York having its office at 22 Market Street, Poughkeepsie, New York for and on behalf of the Dutchess County Water District, a water district of the County having those powers provided in Article 5-A of the County Law and the DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY, a public benefit corporation of the State of New York having its office at 27 High Street, Poughkeepsie, New York.

WITNESSETH:

WHEREAS, the County is concerned with the need for the affordable provision of potable water to, generally, Persons within the Water District and, specifically, Persons within the Zones of Assessment and areas adjacent thereto to which affordable potable water may be provided through the Water System; and

WHEREAS, the Authority has, pursuant to the Act and (i) an Agreement For Transfer Of Water System, between the Authority and the Hyde Park Fire And Water District, acquired the Hyde Park Water System from the Hyde Park Fire And Water District, (ii) an agreement between the Authority and the County acquired the Staatsburg Water System, (iii) an agreement between the Authority and the Town of Hyde Park, acquired the assets of the Harbourd Hills Water District, (iv) an agreement between the Authority and the Schreiber Water Works Corp., acquired the water supply system of the Schreiber Water Works, (v) an agreement between the Authority and the Hillis Park Water Corporation, acquired the Hillis Park Water System, a/k/a the Valley Dale Water System, (vi) an agreement between the Authority and Rokeby Homes, Inc., acquired the water distribution system serving Rokeby Homes, (vii) an agreement between the Authority and Sarcar LLC, acquired the water distribution system serving the Crofton Mews

Apartment Complex, (viii) an agreement between the Authority and the Farm Water Company, Inc., acquired the water supply and distribution system serving the Dalton Farms Development, the Poughquag Hamlet Water Improvement Area and the residential subdivisions known or proposed to be known substantially as Victoria Estates and Plum Court, all being within the Town of Beekman, (ix) an agreement between the Authority and the County to purchase and install the Route 9 Connecting Main, the 1998 Capital Construction and the 2000 Harbourd Hills Capital Construction, (x) an agreement to acquire upon completion the water distribution facilities serving the Jeffrey Groves Estate subdivision in the Town of Hyde Park, (xi) an agreement between the Authority and Shore Haven Civic Association Inc., acquired the water supply and distribution system serving a residential community in the Town of Pawling west of Whaley Lake, (xii) an agreement between the Authority and Birch Hill Water Supply, Inc. acquired the water supply and distribution system serving a residential community in the Town of Beekman known as Birch Hill Manor and Highview Manor, (xiii) an agreement between the Authority and the County to purchase and install the Route 9G Interconnection Main, (xiv) an agreement between the Authority and Fairway Water Corp. acquired the Fairways Water System in the Town of Red Hook, and (xv) agreements between the Authority and the Town of Hyde Park acquired the Arbors Water System, the Violet Avenue Water System, the Greenbush Water System, the Pinebrook Water System, the Greenfields Water System and the Quaker Hills Water System; (xw) an agreement with the County to acquire upon completion the Dutchess County Airport Water Line; (xx) and agreement with Red Hook Acres LLC to acquire the Tradition at Red Hook Water System; (xy) an agreement with the Village of Tivoli to acquire the Tivoli Water System; and (xz) an agreement with PLT Associates to acquire the PLT Associates Water System; and

WHEREAS, the parties propose to enter into this Service Agreement in order that the Authority may cause Water Service to be provided to Persons within certain areas within the Water District and that the County may accept and pay for such Water Service. So long as the Authority, its successors and assigns, provides Water Service, the County shall be obligated to pay Service Fees, all as more particularly set forth herein; and

WHEREAS, in consideration of the premises and the respective provisions and agreements hereinafter contained and other good and valuable consideration, receipt of which is hereby acknowledged, the Authority agrees to provide, and the County agrees to accept and pay for, Water Service on the following terms and conditions:

ARTICLE 1.

DEFINITIONS

Unless the context shall otherwise require, capitalized terms herein have the meaning given to them as follows:

"Act" means Title 6-C of Article 5 of the Public Authorities Law of the State.

"Additional Indebtedness" means Additional Parity Indebtedness as defined in the Bond Resolution.

"Alterations" means reconstruction, construction of additions to or any other improvements to the Water System which would be an increase and improvement to the Water System under Section 268 of the County Law of the State, as the same may be amended from time to time.

"Arbors Water System" means the system for the provision of potable water for persons within the Zone O Zone of Assessment acquired by the Authority from the Town of Hyde Park, including any additions thereto or deletions therefrom from time to time.

"Arbors Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Arbors Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Arbors Water System, or of providing potable water through any other means to Persons within the Zone O Zone of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone O Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Arbors Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone O Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone O Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone O Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"Authority" means (i) the Dutchess County Water and Wastewater Authority and its successors and assigns, and (ii) any political subdivision resulting from or surviving any consolidation or merger to which the Authority or its successors may be a party.

"Basic Service Agreement Term" means the period commencing on the Closing Date and terminating on the earlier of (i) the date of maturity of the Bonds or (ii) the date on which the

Bonds are paid or provision for the payment thereof has been made as provided in the Bond Resolution.

"Birch Hill Bonds" means the bonds (not exceeding $850,000) issued by the Authority under the Bond Resolution to finance improvements to the Birch Hill Water System, reserves and costs of issuance.

"Birch Hill Water System" means the water supply and distribution system acquired by the Authority from Birch Hill Water Supply, Inc. to provide potable water to Birch Hill Manor and Highview Manor, all being within the Town of Beekman, including any additions thereto or deletions therefrom from time to time.

"Birch Hill Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Birch Hill Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Birch Hill Water System, or of providing potable water through any other means to Persons within the Zone K Zone of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone K Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Birch Hill Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone K Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone K Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be

incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone K Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"Bondholder" means the Person in whose name any Bond is registered pursuant to the Bond Resolution.

"Bond Resolution" means the General Revenue Bond Resolution for the Bonds, including any supplemental Bond Resolution, as the same may be amended from time to time.

"Bonds" means, collectively, the 1998 Bonds, the 1999 EFC Refunding Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 EFC Refunding Bonds, the 2002 Refunding Bonds, the 2004 Bonds, the Birch Hill Bonds, the Shore Haven Bonds, the Route 9G Interconnection Water Main Bonds, and any other Additional Indebtedness.

"Business Day" means any day (other than Saturday or Sunday) during which (i) commercial banks located in the State or in the city in which the principal office of the Trustee are located are not required or authorized by law to close; and (ii) The New York Stock Exchange, Inc. is not closed.

"Closing Date" means the date of delivery of the 1998 Bonds.

"Condemnation" means the lawful taking of the Water System or any part thereof by a governmental body.

"County" means the County of Dutchess, New York, or its successors or assigns.

"Credit Facility means any credit enhancement, guaranty, letter of credit, insurance policy, surety bond, standby bond purchase agreement or other credit facility or liquidity facility, and any extension or renewal thereof which is delivered to the Trustee as security or liquidity for

the payment of the principal or purchase price of or interest on any series of Bonds or any portion thereof, and as further provided in the Bond Resolution.

"Credit Facility Provider" means the provider of any Credit Facility.

"Crofton Mews Water Distribution System" means the water distribution system acquired by the Authority from Sarcar LLC to provide potable water from the Hyde Park Water system to the Crofton Mews Apartment Complex, including any additions thereto or deletions therefrom from time to time.

"Crofton Mews Water Distribution System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Crofton Mews Water Distribution System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Crofton Mews Water Distribution System, or of providing potable water through any other means to Persons within the Zone G Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone G Zone of Assessment, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Hyde Park Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone G Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone G Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone G Zone of Assessment, and (v) the

fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"Dalton Farms Water System" means the water supply and distribution system acquired by the Authority from the Farm Water Company, Inc. to provide potable water to the Dalton Farms Development, the Poughquag Hamlet Water Improvement Area and the residential subdivisions known as or proposed to be known substantially as Victoria Estates and Plum Court, all being within the Town of Beekman, including any additions thereto or deletions therefrom from time to time.

"Dalton Farms Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Dalton Farms Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Dalton Farms Water System, or of providing potable water through any other means to Persons within the Zone H Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone H Zone of Assessment (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expenses incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to either the 2004 Bonds or any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone H, Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"Discharge Date" means the date on which the Bonds have been paid in full or provision therefrom made in accordance with the terms of the Bond Resolution.

"Dutchess County Airport Water System" means the water supply and distribution system acquired by the Authority from the County of Dutchess to provide potable water to the Dutchess County Airport Water Line Service Area, all being within the Town of Wappinger, including any additions thereto or deletions therefrom from time to time.

"Dutchess County Airport Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Dutchess County Airport Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Dutchess County Airport Water System, or of providing potable water through any other means to Persons within the Zone N Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone N Zone of Assessment (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expenses incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone N, Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"Fairways Water System" means the system for the distribution of potable water acquired by the Authority to serve Persons within the Zone M Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

"Fairways Water System Operating Expenses" means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Fairways Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Fairways Water System, or of providing potable water through any other means to Persons within the Zone M Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone M Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone M Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone M Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Governmental Requirements" means federal, State and local laws, rules, regulations and ordinances applicable at the time to the construction, operation and maintenance of the Water System.

"Greenbush Water System" means the system for the provision of potable water for persons within the Zone Q Zone of Assessment acquired by the Authority from the Town of Hyde Park, including any additions thereto or deletions therefrom from time to time.

"Greenbush Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Greenbush Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Greenbush Water System, or of providing potable water through any other means to Persons within the Zone Q Zone of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone Q Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Greenbush Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone Q Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone Q Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone Q Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"Greenfields Water System" means the system for the provision of potable water for persons within Zones S and T acquired by the Authority from the Town of Hyde Park, including any additions thereto or deletions therefrom from time to time.

"Greenfields Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Greenfields Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Birch Hill Water System, or of providing potable water through any other means to Persons within the Zone S and Zone T Zones of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone S and Zone T Zones of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Greenfields Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone S and Zone T Zones of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone S and Zone T Zones of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone S or Zone T Zones of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"Harbourd Hills Water District" means that water district created under the Town Law of the State by, and located in, the Town of Hyde Park, Dutchess County, New York known as the Harbourd Hills Water District, or its successors or assigns.

"Harbourd Hills Water System" means the system for the distribution of potable water constructed by the Authority to serve Persons within the Zone D Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

"Harbourd Hills Water System Operating Expenses" means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Harbourd Hills Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Harbourd Hills Water System, or of providing potable water through any other means to Persons within the Zone D Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone D Zone of Assessment and fire hydrants for the Zone D Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone D Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to the 2000 Series B Bonds, or any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone D Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Hyde Park Fire and Water District" means that district corporation located in the Town of Hyde Park, Dutchess County, New York known as the Hyde Park Fire and Water District, or its successors or assigns.

"Hyde Park Water System" means the system for the supply, purification and distribution of potable water and the fire hydrants acquired by the Authority from the Hyde Park Fire and Water District on the Closing Date, including any addition thereto or deletion therefrom from time to time.

"Hyde Park Water System Operating Expenses" means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Hyde Park Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Hyde Park Water System, or of providing potable water through any other means to Persons within the Zone A Zone of Assessment, the Zone B Zone of Assessment, or the Zone L Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone A Zone of Assessment, the Zone B Zone of Assessment and the Zone L Zone of Assessment and fire hydrants for the Zone A Zone of Assessment, the Zone B Zone of Assessment and the Zone L Zone of Assessment, and, specifically, with respect to fire hydrants as may be required pursuant to Article III of the Transfer Agreement, including costs of any alteration for which Additional Indebtedness have not been issued, (ii) any Litigation Expenses or Other Litigation Expenses to be paid or paid by the Authority other than from Additional Indebtedness (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone A Zone of Assessment, the Zone B Zone of Assessment and the Zone L Zone of Assessment, (iv)

any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to the 1998 Series A Bonds, the 1998 Series B Bonds, the 1998 Series C Bonds, or any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone A Zone of Assessment, the Zone B Zone of Assessment or the Zone L Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Initial Bonds" means Bonds identified in a map, plan and report prepared in connection with the creation of a zone of assessment.

"Jeffrey Groves Water System" the system for the distribution of potable water acquired by the Authority to serve Persons within the Zone I Zone of Assessment, including any addition thereto or deletion therefrom from time to time.

"Jeffrey Grove Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Jeffrey Groves Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Jeffrey Groves Water System, or of providing potable water through any other means to Persons within the Zone I Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone I Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Hyde Park Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid

by the Zone I Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone I Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone I Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Lien" means any sale, transfer, assignment, disposition, mortgage, pledge, security interest, lien, judgment lien, easement or other encumbrances on title, except Permitted Liens.

"Litigation Expenses" means Litigation Expenses as defined in Section 1.4(b) of the Transfer Agreement in excess of $400,000.

"1998 Bonds" means, collectively, the 1998 Series A Bonds, the 1998 Series B Bonds, the 1998 Series C Bonds, the 1998 Series Capital Construction Bonds and the 1998 Series Staatsburg Bonds.

"1998 Capital Construction" means the purchase and installation of an additional raw water pump and an additional finished water pump in or at the water treatment plant, being part of the Hyde Park Water System.

"1998 Series A Bonds" means the 1998 Series A Bonds as defined in the Bond Resolution.

"1998 Series B Bonds" means the 1998 Series B Bonds as defined in the Bond Resolution.

"1998 Series C Bonds" means the 1998 Series C Bonds as defined in the Bond Resolution.

"1998 Series Capital Construction Bonds" means the 1998 Series Capital Construction Bonds as defined in the Bond Resolution.

"1998 Series Staatsburg Bonds" means the 1998 Series Staatsburg Bonds as defined in the Bond Resolution.

"1999 EFC Refunding Bonds" means the Series 1999-SDW Bonds as defined in the Bond Resolution.

"Operating Expenses" means, collectively, Hyde Park Water System Operating Expenses, Staatsburg Water System Operating Expenses, Harbourd Hills Water System Operating Expenses, Schreiber Water System Operating Expenses, Valley Dale Water System Operating Expenses, Rokeby Water System Operating Expenses, Crofton Mews Water Distribution System Operating Expenses, Dalton Farms Water System Operating Expenses, Jeffrey Groves Water System Operating Expenses, Shore Haven Water System Operating Expenses, Birch Hill Water System Operating Expenses, Fairways Water System Operating Expenses, Arbors Water System Operating Expenses, Violet Avenue Water System Operating Expenses, Greenbush Water System Operating Expenses, Pinebrook Water System Operating Expenses, Greenfields Water System Operating Expenses, Quaker Hills Water System Operating Expenses and Other Operating Expenses.

"Other Operating Expenses" means fees and expenses similar to Hyde Park Water System Operating Expenses, Staatsburg Water System Operating Expenses, Harbourd Hills Water System Operating Expenses, Schreiber Water System Operating Expenses, Valley Dale Water System Operating Expenses, Rokeby Water System Operating Expenses, Crofton Mews

Water Distribution System Operating Expenses, Dalton Farms Water System Operating Expenses, Jeffrey Groves Water System Operating Expenses, Shore Haven Water System Operating Expenses, Birch Hill Water System Operating Expenses, Dutchess County Airport Water System Operating Expenses, Fairways Water System Operating Expenses, Arbors Water System Operating Expenses, Violet Avenue Water System Operating Expenses, Greenbush Water System Operating Expenses, Pinebrook Water System Operating Expenses, Greenfields Water System Operating Expenses, Quaker Hills Water System Operating Expenses, Tradition at Red Hook Operating Expenses, Tivoli Water System Operating Expenses and PLT Assoc. Water System Operating Expenses reasonably incurred or to be incurred by or for the Authority in connection with the provision of potable water by the Authority to areas other than the Zones of Assessment pursuant to an amendment to the Service Agreement.

"Other Litigation Expenses" means expenses incurred by the Authority in the defense and payment of litigation against the Hyde Park Fire and Water District in accordance with Section 1.4(d) of the Transfer Agreement.

"Parts" means tangible and intangible chattels incorporated in the Water System.

"Permitted Liens" means Permitted Encumbrances as defined in the Bond Resolution.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, a governmental body, political subdivision, municipality or authority or any other group or entity.

"Pinebrook Water System" means the system for the provision of potable water to persons within the Zone R Zone of Assessment acquired by the Authority from the Town of Hyde Park, including any additions thereto or deletions therefrom from time to time.

"Pinebrook Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Pinebrook Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Pinebrook Water System, or of providing potable water through any other means to Persons within the Zone R Zone of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone R Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Pinebrook Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone R Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone R Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone R Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates

"PLT Associates Water System" means the system for the distribution of potable water serving the PLT Associates property in the Town of Hyde Park acquired by the Authority from PLT Associates LLC for the provision of potable water for persons within the Zone Y Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

"PLT Associates Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the PLT Associates Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the PLT Associates Water System, or of providing a source of potable water through any other means for Persons within the Zone Y Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone Y Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone Y Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone Y Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Quaker Hills Water System" means the system for the provision of potable water to persons in the Zone U Zone of Assessment acquired by the Authority from the Town of Hyde Park, including any additions thereto or deletions therefrom from time to time.

"Quaker Hills Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Quaker Hills Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Quaker Hills Water System, or of providing potable water through any other means to Persons within the Zone U Zone of Assessment, each as may be necessary or proper to

maintain Water Service and fire hydrants to and for the Zone U Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Quaker Hills Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone U Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone U Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone U Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"Renewal Service Agreement Term" means the Renewal Service Agreement Term provided in Article 6 of the Service Agreement.

"Rokeby Water System" means the system for the supply and distribution of potable water acquired by the Authority from Rokeby Homes, Inc., to serve Persons within the Zone F Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

"Rokeby Water System Operating Expenses" means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Rokeby Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Rokeby Water System, or of providing potable water through any other means to

Persons within the Zone F Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone F Zone of Assessment (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone F Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone F Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Route 9 Connecting Main" means the approximately 11,000 feet of 16+ inch water main to be purchased and installed in or along Route 9 connecting the Hyde Park Water System to the system for the distribution of potable water and fire hydrants serving the Zone C Zone of Assessment acquired by the Authority from the County on the Closing Date, including a water tank and other improvements in connection therewith and other Staatsburg distribution system improvements, all as set forth on the Route 9 Connecting Main Plans and Specifications.

"Route 9 Connecting Main Plans and Specifications" means the Plans and Specifications for the Route 9 Connecting Main on file in the office of the Authority, as the same may be amended from time to time.

"Route 9G Interconnection Main" means the approximately 7,600 feet of 12 inch water main to be installed in or along Route 9G in the Town of Hyde Park, from the northern end of the Zone D Zone of Assessment to connect to the existing Hyde Park Water System water main at White Oaks Road, including incidental improvements.

"Route 9G Interconnection Water Main Bonds" means the bonds (not exceeding $6,000,000) issued by the Authority under the Bond Resolution to finance the Route 9G Interconnection Water Main, reserves, and costs of issuance.

"Schreiber Water System" means the system for the supply of potable water serving Persons within the Zone E Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

"Schreiber Water System Operating Expenses" means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Schreiber Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Schreiber Water System, or of providing a source of potable water through any other means for Persons within the Zone E Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone E Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone E Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone E Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Service Agreement" means this Service Agreement dated as of June 1, 1998, as amended and Sixteenth Restatement as of October 1, 2019 by and between the County and the Authority, as the same may be amended from time to time.

"Service Agreement Term" means, collectively, the Basic Service Agreement Term and any Renewal Service Agreement Term.

"Service Event of Default" means an event of default provided in Article 11 of the Service Agreement.

"Service Failure" means the failure of the Authority to provide Water Service to in excess of, collectively, twenty-five per centum of the Persons within the Zones of Assessment and such other Persons within the Water District as the Authority may agree with the County to provide Water Service to pursuant to an amendment to the Service Agreement, for a period of ninety consecutive days.

"Service Fee" means the Service Fee to be paid by the County to the Authority pursuant to Section 5.2 of the Service Agreement.

"Service Fee Payment Date" means the first day of the months of February, May, August and November.

"Shore Haven Bonds" means the bonds (not exceeding $1,600,000) issued by the Authority under the Bond Resolution to finance improvements to the Shore Haven Water System (Zone of Assessment J), reserves and costs of issuance.

"Shore Haven Water System" means the water supply and distribution system acquired by the Authority from Shore Haven Civic Association Inc. to provide potable water to an area of the Town of Pawling west of Whaley Lake, including any additions thereto or deletions therefrom from time to time.

"Shore Haven Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Shore Haven Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Shore Haven Water System, or of providing potable water through any other means to Persons within the Zone J Zone of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone J Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Shore Haven Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone J Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone J Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone J Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"State" means the State of New York.

"Staatsburg Water System" means the system for the distribution of potable water and the fire hydrants serving the Staatsburg area of the Towns of Hyde Park and Rhinebeck acquired by the Authority from the County on the Closing Date and the Route 9 Connecting Main and other

facilities for the provision of potable water for persons within the Zone C Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

"Staatsburg Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Staatsburg Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Staatsburg Water System, or of providing potable water through any other means to Persons within the Zone C Zone of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone C Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Hyde Park Water System as the Authority shall determine from year to year to be the reasonable portion of such costs to be paid by the Zone C Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone C Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority with respect to the 1998 Series Staatsburg Bonds or any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone C Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"Stipulated Interest Rate" shall be the rate of interest provided in Section 3-a of the General Municipal Law of the State, as the same may be amended from time to time.

"Tivoli Water System" means the system for the distribution of potable water and the fire hydrants serving the Tivoli area of the Town of Red Hook acquired by the Authority from the Village of Tivoli on the Closing Date and other facilities for the provision of potable water for persons within the Zone X Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

"Tivoli Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Tivoli Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Tivoli Water System, or of providing a source of potable water through any other means for Persons within the Zone X Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone X Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone X Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone X Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Tradition at Red Hook Water System" means the system for the distribution of potable water serving the Tradition at Red Hook residential subdivision in the Town of Red Hook acquired by the Authority from Red Hook Acres LLC for the provision of potable water for

persons within the Zone W Zone of Assessment, including any additions thereto or deletions therefrom from time to time.

"Tradition at Red Hook Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Tradition at Red Hook Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Tradition at Red Hook Water System, or of providing a source of potable water through any other means for Persons within the Zone W Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Zone W Zone of Assessment, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone W Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone W Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Transfer Agreement" means the agreement for the transfer of Hyde Park Water System dated as of November 20, 1997 by and between the Authority and the Hyde Park Fire and Water District, as the same may be amended from time to time.

"Trustee" means the Trustee for the Bondholders appointed under the Bond Resolution.

"2000 Bonds" means the 2000 Bonds as defined in the Bond Resolution.

"2000 Harbourd Hills Construction" means the construction of the Harbourd Hills Water System, including the installation of approximately 18,000 feet of ductile iron water pipe with accessory valves and hydrants, the acquisition of the County-owned water line along County Route 40A and the acquisition of the assets of the Harbourd Hills Water District.

"2001 Bonds" means the 2001 Bonds as defined in the Bond Resolution.

"2002 EFC Refunding Bonds" means the Series 2002 WPC Bonds as defined in the Bond Resolution.

"2002 Refunding Bond" means the Series 2002 Harbourd Hills Bonds as defined in the Bond Resolution.

"2004 Bonds" means the 2004 Bonds as defined in the Bond Resolution.

"Valley Dale Water System" means the system for the distribution of potable water serving the Valley Dale subdivision of the Town of Pleasant Valley acquired by the Authority from the Hillis Park Water Corporation, including any additions thereto or deletions thereof from time to time.

"Valley Dale Water System Operating Expenses" means the costs, fees and expenses reasonably incurred or to be incurred by or for the Authority (i) in connection with the operation of the Valley Dale Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Valley Dale Water System, or of providing potable water through any other means to Persons within the Valley Dale Zone of Assessment, each as may be necessary or proper to maintain Water Service to the Valley Dale Zone of Assessment and fire hydrants for the Valley Dale Zone of Assessment, if any, (ii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating

expenses of the Authority to the Valley Dale Zone of Assessment, (iii) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related costs, fee or expense incurred or to be incurred and payable by the Authority and not paid out of Bond proceeds with respect to the 2000 Series A Bonds, or any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Valley Dale Zone of Assessment, and (iv) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the imposition and collection of water rates.

"Valley Dale Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix F attached hereto and made a part hereof.

"Violet Avenue Water System" means the system for the provision of potable water to persons in the Zone P Zone of Assessment acquired by the Authority from the Town of Hyde Park, including any additions thereto or deletions therefrom from time to time.

"Violet Avenue Water System Operating Expenses" means the costs, fees and expenses incurred or to be incurred by or for the Authority (i) in connection with the operation of the Violet Avenue Water System, including, without limitation, all costs, fees and expenses incurred or to be incurred in connection with operating, maintaining, repairing, insuring or providing services to the Violet Avenue Water System, or of providing potable water through any other means to Persons within the Zone P Zone of Assessment, each as may be necessary or proper to maintain Water Service and fire hydrants to and for the Zone P Zone of Assessment, including, costs of Alterations for which Additional Indebtedness have not been issued, (ii) a portion of the costs of operating, maintaining, repairing, insuring or providing services to the Violet Avenue Water System as the Authority shall determine from year to year to be the reasonable portion of

such costs to be paid by the Zone P Zone of Assessment, (iii) the applicable proportionate charge, as determined from year to year by the Authority, of the administrative and general operating expenses of the Authority to the Zone P Zone of Assessment, (iv) any credit enhancement, remarketing, trustee, fiscal advisory, legal, accounting or similar or related cost, fee or expense incurred or to be incurred and payable by the Authority and not paid out of bond proceeds with respect to any Additional Indebtedness if the Authority determines such Additional Indebtedness benefit the Zone P Zone of Assessment, and (v) the fees and expenses incurred or estimated to be incurred by or for the Authority associated with the collection of water rates.

"Water District" means the Dutchess County Water District described in Section 1142 of the Public Authorities Law of the State, or its successors or assigns.

"Water Service" means, collectively, either the service of supplying potable water to persons within the Zone A Zone of Assessment, the Zone B Zone of Assessment, the Zone C Zone of Assessment, the Zone D Zone of Assessment, the Zone E Zone of Assessment, the Valley Dale Zone of Assessment, the Zone F Zone of Assessment, the Zone G Zone of Assessment, the Zone H Zone of Assessment, the Zone I Zone of Assessment, the Zone J Zone of Assessment, the Zone K Zone of Assessment, the Zone L Zone of Assessment, the Zone M Zone of Assessment, the Zone O Zone of Assessment, the Zone P Zone of Assessment, the Zone Q Zone of Assessment, the Zone R Zone of Assessment, the Zone S Zone of Assessment, the Zone T Zone of Assessment, the Zone U Zone of Assessment, the Zone W Zone of Assessment, the Zone X Zone of Assessment and the Zone Y Zone of Assessment and to any other Person within the Water District as the Authority may agree with the County pursuant to an amendment

to the Service Agreement to provide Water Service, either through the Water System or by any other means.

"Water System" means, collectively, the Hyde Park Water System, the Staatsburg Water System, the Harbourd Hills Water System, the Schreiber Water System, the Valley Dale Water System, the Rokeby Water System, the Dalton Farms Water System, the Jeffrey Groves Water System, the Shore Haven Water System, the Birch Hill Water System, the Fairways Water System, the Arbors Water System, the Violet Avenue Water System, the Greenbush Water System, the Pinebrook Water System, the Greenfields Water System, the Quaker Hills Water System, the Dutchess County Airport Water System, the Tradition at Red Hook Water System, the Tivoli Water System and the PLT Associates Water System, as the same may be reconstructed, expanded or supplemented, from time to time, as necessary to provide Water Service pursuant to the Service Agreement.

"Water Treatment Plant" means the water treatment plant constituting part of the Hyde Park Water System, placed in operation in 1994.

"Water Treatment Plant Plans and Specifications" means the plans and specifications for the Water Treatment Plant on file in the office of the Authority.

"Zone A Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix A attached hereto and made a part hereof.

"Zone B Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix B attached hereto and made a part hereof.

"Zone C Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix C attached hereto and made a part hereof.

"Zone D Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix D attached hereto and made a part hereof.

"Zone E Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix E attached hereto and made a part hereof.

"Zone F Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix G attached hereto and made a part hereof.

"Zone G Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix H attached hereto and made a part hereof.

"Zone H Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix I attached hereto and made a part hereof.

"Zone I Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix J attached hereto and made a part hereof.

"Zone J Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix K attached hereto and made a part hereof.

"Zone K Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix L attached hereto and made a part hereof.

"Zone L Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix M attached hereto and made a part hereof.

"Zone M Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix N attached hereto and made a part hereof.

"Zone N Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix N attached hereto and made a part hereof.

"Zone O Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix O attached hereto and made a part hereof.

"Zone P Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix P attached hereto and made a part hereof.

"Zone Q Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix Q attached hereto and made a part hereof.

"Zone R Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix R attached hereto and made a part hereof.

"Zone S Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix S attached hereto and made a part hereof.

"Zone T Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix T attached hereto and made a part hereof.

"Zone U Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix U attached hereto and made a part hereof.

"Zone W Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix W attached hereto and made a part hereof.

"Zone X Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix X attached hereto and made a part hereof.

"Zone Y Zone of Assessment" means the zone of assessment created within the Water District having those boundaries set forth in Appendix Y attached hereto and made a part hereof.

"Zones of Assessment" means the Zone A Zone of Assessment, Zone B Zone of Assessment, Zone C Zone of Assessment, Zone D Zone of Assessment, Valley Dale Zone of

Assessment, Zone E Zone of Assessment, Zone F Zone of Assessment, Zone G Zone of Assessment, Zone H Zone of Assessment, Zone I Zone of Assessment, Zone J Zone of Assessment, Zone K Zone of Assessment, Zone L Zone of Assessment, Zone M Zone of Assessment, Zone N Zone of Assessment, Zone O Zone of Assessment, Zone P Zone of Assessment, Zone Q Zone of Assessment, Zone R Zone of Assessment, Zone S Zone of Assessment, Zone T Zone of Assessment, Zone U Zone of Assessment, Zone W Zone of Assessment, Zone X Zone of Assessment and Zone Y Zone of Assessment.

Words of masculine gender shall mean and include correlative words of feminine and neuter genders. Words importing the singular number shall mean and include the plural number, and vice versa.

ARTICLE 2.

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. **Representations and Warranties of the County.** The County represents and warrants as follows:

(a) The County is a municipal corporation of the State, constituting a political subdivision thereof, duly created and validly existing under the Constitution and laws of the State.

(b) The Water District is a County water district embracing all the territory located within the County, duly created and validly existing under the Constitution and laws of the State, having those powers as are provided in Article 5-A of the County Law of the State and the Act and governed in accordance with the provisions of the County Law of the State.

(c) The County has established within the Water District Zones of Assessment pursuant to and in accordance with provisions and requirements of the County Law of the State.

Each of the Zones of Assessment has been duly created and each are validly existing under the Constitution and laws of the State.

(d) The County has the right and lawful authority and power to execute and deliver this Service Agreement, to perform the obligations and covenants contained herein and to consummate the transactions contemplated hereby.

(e) The County has duly authorized, by all necessary actions, the execution and delivery hereof and the performance of the obligations and covenants hereunder and the consummation of the transactions contemplated hereby.

(f) This Service Agreement constitutes a legal, valid and binding obligation of the County, enforceable against the County in accordance with its teens, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights generally or the availability of any particular remedy.

(g) This Service Agreement, the execution and delivery hereof and the consummation of the transactions contemplated hereby (i) do not and will not in any material respect conflict with, or constitute on the part of the County a breach of or default under (a) any existing law, administrative regulation, judgment, order, decree or ruling by or to which their revenues, properties or operations are bound or subject or (b) any agreement or other instrument to which the County is a party or by which it or any of its revenues, properties or operations are bound or subject, and (ii) except as expressly set forth herein or authorized hereby, will not result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the County's revenues, properties or operations.

(h) All consents, approvals, authorizations or orders of, or filings, registrations or declaration with, any court, governmental authority, legislative body, board, agency or

commission which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the County of its obligations hereunder or the consummation of the transactions contemplated hereby, have been duly obtained and are in full force and effect.

(i) Except as set forth in the offering prospectus, official statement or other disclosure document prepared by the Authority with respect to the issuance of the Bonds, no action, suit, proceeding or investigation, in equity or at law, before or by any court or governmental agency or body, is pending or, to the best knowledge of the County, threatened, wherein an adverse decision, ruling or finding might adversely affect the transactions contemplated hereby or the validity or enforceability hereof or of any agreement or instrument to which the County is a party or any revenues or properties of the County and which is used or is contemplated for use in the consummation of the transactions contemplated hereby.

SECTION 2.2. **Representations and Warranties of the Authority.** (a) The Authority is a public corporation and a body corporate and politic, constituting a public benefit corporation, duly created and validly existing under the Constitution and laws of the State.

(b) The Authority is the lawful owner of the Hyde Park Water System, the Staatsburg Water System, the Harbourd Hills Water System, the Schreiber Water System, the Valley Dale Water System, the Rokeby Water System, the Crofton Mews Water Distribution System, the Dalton Farms Water System, the Jeffrey Groves Water System, the Shore Haven Water System, the Birch Hill Water System, the Fairways Water System, the Arbors Water System, the Violet Avenue Water System, the Greenbush Water System, the Pinebrook Water System, the Greenfields Water System, the Quaker Hills Water System, the Dutchess County Airport Water System, the Tradition at Red Hook Water System, the Tivoli Water System and the PLT

Associates Water System and possesses all required permits to supply potable water to Persons within the Zones of Assessment. Upon information and belief, the Water Treatment Plant can produce at least 2.1 million gallons per day potable water. The Authority has a Water Supply Permit permitting withdrawal of water from the Hudson River of 6.0 million gallons per day.

(c) The Authority has the right and lawful authority and power to execute and deliver this Service Agreement, to perform the obligations and covenants contained herein and to consummate the transactions contemplated hereby.

(d) The Authority has duly authorized, by all necessary actions, the execution and delivery hereof and the performance of its obligations and covenants hereunder and the consummation of the transactions contemplated hereby.

(e) This Service Agreement constitutes a legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its teens, except as enforcement may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights generally or the availability of any particular remedy.

(f) This Service Agreement, the execution and delivery hereof and the consummation of the transactions contemplated hereby (i) do not and will not in any material respect conflict with, or constitute on the part of the Authority a breach of or default under (a) any existing law, administrative regulation, judgment, order, decree or ruling by or to which it or its revenues, properties or operations are bound or subject or (b) any agreement or other instrument to which the Authority is a party or by which it or any of its revenues, properties or operations are bound or subject, and (ii) except as expressly set forth herein or authorized hereby, will not result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the Authority's revenues, properties or operations.

(g) All consents, approvals, authorizations or orders of, or filings, registrations or declarations with, any court, governmental authority, legislative body, board, agency or commission which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Authority of its obligations hereunder or the consummation of the transactions contemplated hereby, have been duly obtained and are in full force and effect.

(h) Except as set forth in the offering prospectus, official statement or other disclosure document prepared by the Authority with respect to the issuance of the Bonds, no action, suit, proceeding or investigation, in equity or at law, before or by any court or governmental agency or body, is pending or, to the best knowledge of the Authority, threatened wherein an adverse decision, ruling or finding might adversely affect the transactions contemplated hereby or the validity or enforceability hereof or of any agreement or instrument to which the Authority is a party or any revenues or properties of the Authority and which is used or is contemplated for use in the consummation of the transactions contemplated hereby.

ARTICLE 3.

PROVISION AND PURCHASE OF SERVICES

SECTION 3.1. **Water Service; Authority's Obligations.** Upon the terms and conditions hereof, including, specifically and without limitations, Articles 4 and 5 hereof, the Authority shall provide to the County, and the County shall accept and pay for, Water Service.

ARTICLE 4.

THE WATER SYSTEM; OPERATION AND MAINTENANCE; INSURANCE

SECTION 4.1. **The Water System.** The Authority shall notify the County of the existence or occurrence of any (a) circumstances of which the Authority shall have actual knowledge and which could directly and materially adversely affect the ability of the Water

System to provide Water Service or of the Authority to provide Water Service in accordance with this Service Agreement and (b) inquiry with respect to the Water System or the Authority's provision of Water Service by a federal or State authority of which the Authority has actual knowledge. The County shall have the right to assist or participate, at its expense, in any action or proceeding in which the Authority shall have a right to participate relating thereto.

SECTION 4.2. **Minimum Operation and Maintenance Standard for Water System.** (a) Solely for the purpose of assuring that the Water System will conform to the needs of the County, the Authority will construct the Route 9 Connecting Main in accordance with the Route 9 Connecting Main Plans and Specifications and will construct, reconstruct and will operate the Water System so as to be capable of supplying and distributing potable water to Persons within the Zones of Assessment, and providing Water Service to any other Person within the Water System as the Authority may agree with the County pursuant to any amendment to the Service Agreement, in compliance with the Act and with applicable Governmental Requirements.

(b) The Authority agrees that during the Service Agreement Term it will operate and maintain the Water System and every part and parcel thereof in accordance with good commercial practice and in any event will (i) keep the Water System in good and safe condition, repair, working order and condition, ordinary wear and tear excepted; (ii) promptly make all necessary repairs, replacements and renewals to the Water System (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); (iii) maintain the Water System in a neat and orderly condition, ordinary wear and tear excepted, and in a condition which permits compliance with, and the Authority will operate the Water System in compliance with, all applicable Governmental Requirements, including without limitation all federal, State and local laws relating to labor, wages, nondiscrimination, water quality, pollution discharge,

environmental control, safety and other regulatory requirements; (iv) protect the Water System against deterioration, other than that attributable to ordinary wear and tear; (v) cause the Water Treatment Plant to continue to have the capacity and functional ability to perform, on a continuing basis, in normal commercial operation, at design capacity, the functions for which it was specifically designed, substantially in accordance with and as described in the Water Treatment Plant Plans and Specifications; (vi) comply with such standards and periodic maintenance inspections as shall be required to enforce warranty and similar claims against contractors for the Water System and any standards imposed by any insurance policies in effect at any time with respect to the Water System or any part thereof; (vii) provide all necessary labor, materials and equipment for the proper operation and maintenance of the Water System; (viii) cause the Water System at all times to be operated and maintained as a water system; (ix) maintain the safety of the Water System at a level consistent with applicable law and the sound operation of a water system; and (x) maintain the Water System in working order, ordinary wear and tear excepted, and in as reasonably safe condition as its operations shall permit. Notwithstanding any of the foregoing, unless a Service Event of Default shall have occurred and be continuing (A) the Authority may provide that the operation of the Water System may be subject to periodic, scheduled or unscheduled, partial shutdowns of portions of the Water System for maintenance or repair, (B) compliance with applicable Governmental Requirements is subject to the provisions of Section 4.6 hereof and, (C) no repair, replacement or maintenance shall be required hereunder or under the provisions of Section 4.3 or 4.4 hereof with respect to portions of the Water System which the Authority, with the consent of the County, determines are no longer necessary to the provision of Water Service.

SECTION 4.3. **Insurance Required.** Without limiting any of the other obligations of the Authority under this Service Agreement, at all time throughout the Service Agreement Term the Authority shall maintain or cause to be maintained at least the following minimum insurance coverage with respect to the Water System:

(a) property damage insurance with respect to any at or above ground physical structures of the Water System insuring against loss or damage from all risks customarily insured against by Person of established reputation under "all-risk" policies with respect to a water supply, purification and distribution system similar to the Water System, including, without limitation, insurance against loss or damage from all risk of physical damage;

(b) "boiler and machinery" property damage insurance with respect to damage (not insured against pursuant to paragraph (a) above) to the machinery, plants, equipment, storage facilities and similar apparatus included in the Water System from risks customarily insured against under "boiler and machinery" policies in an amount equal to the amount established from time to time known as the "maximum probable loss" that may result from the damage insured against under this paragraph (b);

(c) automobile liability coverage, with limits of not less than one million dollars ($1,000,000) for each occurrence;

(d) comprehensive general public liability insurance applicable to the Water System, including, without limitation, blanket contractual, personal injury, property damage (including broad form property damage and explosion, collapse, and underground property damage) and damage to property of others, including resultant loss of use therefrom, with limits of one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) for primary coverage and

five million dollars ($5,000,000) for excess coverage. All such policies listed in this subparagraph (d) shall list the County as an additional insured;

(e) Workers' Compensation insurance in the statutory amount, covering all employees of the Authority; and

(f) such other insurance with respect to the Water System in such amounts and against such hazards as is customarily carried by Persons of established reputation operating a water supply, purification and distribution system similar to the Water System.

All premiums with respect to the foregoing insurance shall be paid when due by the Authority and shall constitute an Operating Expense.

SECTION 4.4. **Additional Provisions Respecting Insurance.** (a) All insurance required by Section 4.3 hereof shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Authority and authorized to write such insurance in the State. Such insurance may provide deductible amounts in such maximum amounts as may be recommended by an independent insurance consultant retained by the Authority. All insurance policies carried in accordance with Section 4.3 hereof and all policies taken out in substitution or replacement for any such policies shall provide that the insurance shall not be invalidated by any action or inaction of any Person and shall insure the Authority regardless of any breach or violation by any Person of any warranties, declarations or conditions contained in such policies, shall provide that as against the Authority the insurers shall waive any rights of subrogation, any right of set-off and counterclaim and any other right of deduction whether by attachment or otherwise (except for claims arising out of the willful misconduct or gross negligence of such insured), and shall provide that if such insurance is canceled for any reason whatever, or is changed in any material respect or if such insurance is

allowed to lapse for nonpayment of premium, such cancellation, change or lapse shall not be effective for 30 days after receipt by the Authority of written notice from such insurers of such cancellation, change or lapse; provided, however, that if it is not commercially practicable at the time of contracting for such insurance to obtain the requirements specified above, such policies shall provide for such requirements for as long a period as shall then be commercially practicable to obtain, if any. Each insurance policy required under Section 4.3 hereof shall be primary without right of contribution from any other insurance which is carried by or on behalf of the Authority.

SECTION 4.5. **Certificates, etc.** (a) On or before the Closing Date, and annually on or before each January 1 thereafter, the Authority will furnish to the County, to the Trustee and to the Credit Facility Provider a certificate of a firm of independent insurance brokers (i) certifying that the insurance then carried and maintained on the Water System complies with the terms hereof, (ii) identifying underwriters, type of insurance, insurance limits and policy term, and (iii) specifically listing the special provisions enumerated for such insurance required by Section 4.4. Upon request, the Authority will furnish to the County, to the Trustee and to the Credit Facility Provider copies of all insurance policies, binders and cover notes or other evidence of such insurance relating to the Water System. The Authority will cause such firm to advise the Authority, the County, the Trustee and the Credit Facility Provider in writing promptly of any default in the payment of any premium and of any other act or omission of which they have knowledge and which might invalidate or render unenforceable, in whole or in part, any insurance on the Water System.

SECTION 4.6. **Obligation to Rebuild.** If the Water System shall be damaged or destroyed at any time or title to, or the use of, any part of the Water System shall be taken by

Condemnation, in a manner not resulting in a Service Failure, the Authority shall, from the proceeds of any Condemnation award or insurance received by the Authority or from moneys received by the Authority from the County or any other Person, and as provided in the Bond Resolution, promptly replace, repair, rebuild or restore the Water System to substantially the same condition and value as an operating entity as existed prior to such damage or destruction or Condemnation, with such changes, alterations and modifications as may be desired by the Authority, provided that such changes, alterations or modifications do not change the nature of the Water System adversely affecting the tax-exempt status of the interest payable on the Bonds.

SECTION 4.7. **Replacement of Parts.** Except after a Service Failure, the Authority will promptly replace all Parts which may from time to time become worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use for any reason whatsoever. The Authority may remove in the ordinary course of maintenance, service, repair, overhaul or testing, any Parts, whether or not worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use, provided that the Authority will replace such Parts as promptly as possible. All replacement Parts shall be free and clear of all Liens and shall be in as good operating condition as, and shall have a value and utility at least equal to, the Parts replaced, assuming such replaced Parts were in the condition and repair required to be maintained by the terms hereof. Any cost incurred by the Authority in complying with this Section 4.7 shall constitute an Operating Expense of a particular Water System(s) or an Other Operating Expense, all as determined by the Authority.

SECTION 4.8. **Alterations Required by Law.** Except after a Service Failure, the Authority shall during the Operating Term make such Alterations to the Water System as may be required from time to time to meet Governmental Requirements as soon as practicable after any

such Governmental Requirements shall arise and, in any event, within the period specified by applicable law or by such Governmental Requirement, except to the extent Section 4.9 hereof shall apply. The Authority shall pay for the cost of any Alteration required by law through Additional Indebtedness or moneys available from any other source. The Authority shall use its best efforts to issue Additional Indebtedness to raise money to make such payment if the Authority determines the issuance of Additional Indebtedness to be financially prudent. The consent of the County to the issuance of any such Additional Indebtedness shall not be required. The Authority, prior to the issuance of any such Additional Indebtedness, shall provide the County with a written notice setting forth in reasonable detail the following:

(a) a description of the nature of and reason for the Alteration required to be made; and

(b) an estimate of the cost of such Alteration.

SECTION 4.9. **Permitted Contests**. If, to the extent and for so long as (a) any contest with respect to any applicable Governmental Requirement relating to the operation or maintenance of the Water System shall be prosecuted in good faith by the Authority or the County or (b) compliance with such Requirement shall have been excused or exempt by a valid nonconforming use permit, waiver, extension or forbearance believed in good faith by the Authority or the County to exempt it from such requirement, the Authority shall not be required to comply with such requirement so long as such contest is being prosecuted or so long as such waiver, extension or forbearance from compliance with such requirement shall be in effect but only if such contest shall not, in the reasonable opinion of the Authority, involve any reasonable likelihood of any (i) foreclosure, sale, forfeiture or loss of, any part of the Water System or of

impairment of the operation of the Water System, (ii) the nonpayment of Service Fees, or (iii) a Service Failure.

SECTION 4.10. **Maintenance Reports.** The Authority shall throughout the Service Agreement Term keep such maintenance and repair reports as are customarily kept by Persons of established reputation operating similar properties and as a subsequent operation of the Water System would require. Such reports shall be kept on file by the Authority at its offices and shall be made available to the County, to the Trustee and to the Credit Facility Provider upon reasonable request.

SECTION 4.11. **Litigation Expenses.** The Authority shall during the Service Agreement Term pay such Litigation Expenses and Other Litigation Expenses as shall become payable through Additional Indebtedness or moneys available from any other source, including, without limitation with respect to Litigation Expenses, from proceeds of the 1998 Series B Bonds. The Authority shall use its best efforts to issue Additional Indebtedness to raise moneys to make any such payment if the Authority determines the issuance of Additional Indebtedness to be financially prudent. The consent of the County to the issuance of any such Additional Indebtedness shall not be required. The Authority, prior to the issuance of any such Additional Indebtedness, shall provide the County with a copy of the judgment, compromise or settlement constituting such Litigation Expense or Other Litigation Expense and an estimate of all costs of such Litigation Expense or Other Litigation Expense.

ARTICLE 5.

TERM AND SERVICE FEE

SECTION 5.1. **Term.** This Service Agreement shall be in effect during the Basic Service Agreement Term and, if the County shall elect on the terms and conditions of Section 6.1, during any Renewal Service Agreement Term.

SECTION 5.2. **Service Fee**. (a) The County shall pay to the Authority on each Service Fee Payment Date a Service Fee equal to the sum of (i) the amount of principal of, interest on and redemption premium for, if any, the Bonds becoming due during the calculation period, including coverage requirements required under the Bond Resolution, if any, less investment earnings on deposit in the accounts for the Bonds in the Debt Service and Sinking Fund created and maintained pursuant to Section 5.7 of the Bond Resolution, if any, (ii) the amount of principal of, interest on and the redemption for, if any, less investment earnings on deposit in the account for such Additional Indebtedness in the Debt Service and Sinking Fund created and maintained pursuant to Section 5.7 of the Bond Resolution, if any, any Additional Indebtedness becoming due during the calculation period, including coverage requirements required under the Bond Resolution, if any, to pay costs of Alterations to the Water System as may be required from time to time to meet Governmental Requirements as provided in Section 4.5 hereof, (iii) the amount of principal of, interest on and redemption premium for, if any, less investment earnings on deposit in the account for such Additional Indebtedness in the Debt Service and Sinking Fund created and maintained pursuant to Section 5.7 of the Bond Resolution, if any, any Additional Indebtedness becoming due during the calculation period, including coverage requirements required under the Bond Resolution, if any, to pay costs of Litigation Expenses or Other Litigation Expenses as provided in Section 4.11 hereof, (iv) the amount of principal of, interest on and redemption for, if any, less investment earnings on deposit in the account for such Additional Indebtedness in the Debt Service and Sinking Fund created and maintained pursuant to Section 5.7 of the Bond Resolution, if any, any other Additional Indebtedness due during the calculation period, including coverage requirements required under the Bond Resolution, if any, the issuance and the inclusion as a component of the Service Fee to which the County, as

evidenced by resolution of the County Legislature, has consented, (v) the amount, if any, required to be deposited during the calculation period in any reserve fund established under the Bond Resolution, and (vi) the aggregate amount of Operating Expenses, less the aggregate amount deposited in the Operating Expense Accounts, or in the Other Operating Expense Account, as provided in paragraph (b) of Section 5.2. For purposes of this Section, a calculation period shall be (i) for payments due under the Bond Resolution, amounts payable on any Payment Date, as defined in the Bond Resolution, occurring during the period commencing on a Service Fee Payment Date and ending the Business Day preceding the next following Service Fee Payment Date and (ii) for Operating Expenses amounts certified to the County by the Authority either as having been paid by the Authority for such expenses from revenues raised by the Authority other than through Water Rates, as defined in paragraph (b) of this Section 5.2, or as being payable by the Authority for such expenses payment of which the Authority does not have funds available for, and, in either case, not yet paid to the Authority by the County, such certificate to be delivered to the County not less than thirty (30) Business Days prior to the Service Fee Payment Date on which such payments shall be made by the County to the Authority. Any amounts paid by the County to the Authority for Operating Expenses as herein provided shall be repaid by the Authority to the County from revenues raised by the Authority through "Water Rates" as soon as practicable under the circumstances.

(b) The Authority hereby covenants and agrees during the Service Agreement Term (i) to raise such amounts as are necessary to pay Hyde Park Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within, except as hereafter provided in paragraph (f) of this Section, the Zone A Zone of Assessment, the Zone B Zone of Assessment and the Zone L Zone of Assessment, (ii) to raise

such amounts as are necessary to pay Staatsburg Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within the Zone C Zone of Assessment, (iii) to raise such amounts as are necessary to pay Harbourd Hills Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within the Zone D Zone of Assessment, (iv) to raise such amounts as are necessary to pay Schreiber Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within the Zone E Zone of Assessment, (v) to raise such amounts as are necessary to pay Valley Dale Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within the Valley Dale Zone of Assessment, (vi) to raise such amounts as are necessary to pay Rokeby Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone F Zone of Assessment, (vii) to raise such amounts as are necessary to pay Crofton Mews Water Distribution System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone G Zone of Assessment, (viii) to raise such amounts as are necessary to pay Dalton Farms Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone H Zone of Assessment, (ix) to raise such amounts as are necessary to pay Jeffrey Groves Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone I Zone of Assessment, (x) to raise such amounts as are necessary to pay Shore Haven Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone J Zone of Assessment, (xi) to raise such amounts as are necessary to pay Birch Hill Water System Operating Expenses through

water rates pursuant to and in accordance with applicable provisions of the Act within the Zone K Zone of Assessment, (xii) to raise such amounts as are necessary to pay Fairways Water System Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act within the Zone M of Zone of Assessment, (xiii) to raise such amounts as are necessary to pay Arbors Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone O Zone of Assessment, (xiv) to raise such amounts as are necessary to pay Violet Avenue Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone P Zone of Assessment, (xv) to raise such amounts as are necessary to pay Greenbush Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone Q Zone of Assessment, (xvi) to raise such amounts as are necessary to pay Pinebrook Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone R Zone of Assessment, (xvii) to raise such amounts as are necessary to pay Greenfields Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zones S and/or T Zones of Assessment, (xviii) to raise such amounts as are necessary to pay Quaker Hills Water System Operating Expenses through water rates pursuant to and in accordance with applicable provisions of the Act within the Zone U Zone of Assessment, (xix) to raise such amounts as are necessary to pay Other Operating Expenses through water rates pursuant to and in accordance with the applicable provisions of the Act outside of the Zones of Assessment, (xx) to deposit all revenues raised through water rates in the Zone A Zone of Assessment, the Zone B Zone of Assessment and the Zone L Zone of Assessment in a separate account to be identified as the "Hyde Park Water

System Operating Expense Account" and expend the same only to the payment of Hyde Park Water System Operating Expenses, (xxi) to deposit all revenues raised through water rates in the Zone C Zone of Assessment in a separate account to be identified as the "Staatsburg Water System Operating Expense Account" and expend the same only to the payment of Staatsburg Water System Operating Expenses, (xxii) to deposit all revenues raised through water rates in the Zone D Zone of Assessment in a separate account to be identified as the "Harbourd Hills Water System Operating Expense Account" and expend the same only to the payment of Harbourd Hills Water System Operating Expenses, (xxiii) to deposit all revenues raised through water rates in the Zone E Zone of Assessment in a separate account to be identified as the "Schreiber Water System Operating Expense Account" and expend the same only to the payment of Schreiber Water System Operating Expenses, (xxiv) to deposit all revenues raised through water rates in the Valley Dale Zone of Assessment in a separate account to be identified as the "Valley Dale Water System Operating Expense Account" and expend the same only to the payment of Valley Dale Water System Operating Expenses, (xxv) to deposit all revenues raised through water rates in the Zone F Zone of Assessment in a separate account to be identified as the "Rokeby Water System Operating Expense Account" and to expend the same only to the payment of Rokeby Water System Operating Expenses, (xxvi) to deposit all revenues raised through water rates in the Zone G Zone of Assessment in a separate account to be identified as the "Crofton Mews Water Distribution System Operating Expense Account" and to expend the same only to the payment of Crofton Mews Water Distribution System Operating Expenses, (xxvii) to deposit all revenues raised through water rates in the Zone H Zone of Assessment in a separate account to be identified as the "Dalton Farms Water System Operating Expense Account" and to expend the same only to the payment of Dalton Farms Water System Operating Expenses, (xxviii) to deposit

all revenues raised through water rates in the Zone I Zone of Assessment in a separate account to be identified as the "Jeffrey Groves Water System Operating Expense Account" and to expend the same only to the payment of Jeffrey Groves Water System Operating Expenses, (xxix) to deposit all revenues raised through water rates in the Zone J Zone of Assessment in a separate account to be identified as the "Shore Haven Water System Operating Expense Account" and to expend the same only to the payment of Shore Haven Water System Operating Expenses, (xxx) to deposit all revenues raised through water rates in the Zone K Zone of Assessment in a separate account to be identified as the "Birch Hill Water System Operating Expense Account" and to expend the same only to the payment of Birch Hill Water System Operating Expenses, (xxxi) to deposit all revenues raised through water rates in the Zone M Zone of Assessment in a separate account to be identified as the "Fairways Water System Operating Expense Account" and to expend the same only to the payment of Fairways Water System Operating Expenses, (xxxii) to deposit all revenues raised through water rates in the Zone O Zone of Assessment in a separate account to be identified as the "Arbors Water System Operating Expense Account" and to expend the same only to the payment of Arbors Water System Operating Expenses, (xxxiii) to deposit all revenues raised through water rates in the Zone P Zone of Assessment in a separate account to be identified as the "Violet Avenue Water System Operating Expense Account" and to expend the same only to the payment of Violet Avenue Water System Operating Expenses, (xxxiv) to deposit all revenues raised through water rates in the Zone Q Zone of Assessment in a separate account to be identified as the "Greenbush Water System Operating Expense Account" and to expend the same only to the payment of Greenbush Water System Operating Expenses, (xxxv) to deposit all revenues raised through water rates in the Zone R Zone of Assessment in a separate account to be identified as the "Pinebrook Water System Operating Expense Account"

and to expend the same only to the payment of Pinebrook Water System Operating Expenses, (xxxvi) to deposit all revenues raised through water rates in the Zones S & T Zones of Assessment in a separate account to be identified as the "Greenfields Water System Operating Expense Account" and to expend the same only to the payment of Greenfields Water System Operating Expenses, (xxxvii) to deposit all revenues raised through water rates in the Zone U Zone of Assessment in a separate account to be identified as the "Quaker Hills Water System Operating Expense Account" and to expend the same only to the payment of Quaker Hills Water System Operating Expenses; such accounts collectively referred to as the "Operating Expense Accounts", (xxxviii) to deposit all revenues raised through water rates for Other Operating Expenses in a separate account to be identified as the "Other Operating Expense Account" and expend the same only to the payment of Other Operating Expenses, and (xxxix) to promptly, as soon as such information is available, notify the County of the amounts, if any, which the County must raise to pay the aggregate amounts of Operating Expenses after giving effect to the aggregate amount deposited or anticipated to be deposited in the Operating Expense Accounts and in the Other Operating Expense Account; provided, however, (i) moneys in any Operating Expense Account not then needed to pay Operating Expenses related to such account may be expended to pay any other Operating Expenses so long as such moneys are repaid to the appropriate account prior to the end of the quarter following the year in which such expenditure is made, and (ii) the amount of water rates so to be raised shall be reduced by the amount of moneys from any other source deposited or estimated to be available for timely deposit in the applicable Operating Expense Account.

(c) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the

Service Fees due under this Service Agreement to pay the principal amount of, interest on and redemption premiums for, if any, the 1998 Series A Bonds, the 1998 Series B Bonds, such portion of the 1999 EFC Refunding Bonds the proceeds of which were expended to refund Bonds issued to provide facilities benefiting the properties in the Zone A Zone of Assessment and the Zone B Zone of Assessment, the 2000 Bonds, the 2002 EFC Refunding Bonds and any Additional Indebtedness issued to pay Other Litigation Expenses, if any, becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone A Zone of Assessment and in the Zone B Zone of Assessment.

(d) The County hereby further covenants and agrees that during the Service Agreement Term the annual levy of benefit assessments to be levied on a "Residential Benefit Assessment Unit" in the Zone A Zone of Assessment to pay all or any portion of the Service Fee due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 1998 Series A Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, will not exceed the annual levy of benefit assessments to be levied for such purpose on a "Residential Benefit Assessment Unit" in the Zone B Zone of Assessment. For purposes of this Section, a "Residential Benefit Assessment Unit" shall mean the minimum parcel of land, without excess developable land, zoned, under zoning in effect on November 20, 1997, for single family residential use, either developed or undeveloped by the construction of a single family home, upon which a single family home has been constructed or can be, as a matter of right, constructed, shall constitute one (1) "Residential Benefit Assessment Unit".

(e) The County hereby further covenants and agrees that during the Service Agreement Term the annual levy of benefit assessments to be levied on a Residential Benefit Assessment Unit in the Zone A Zone of Assessment to be raised to pay all or any portion of the Service Fee due under this Service Agreement for principal of, interest on and redemption premium for, if any, the 1998 Series A Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, will not, except as hereinafter in this paragraph provided, exceed two hundred eighteen dollars ($218) (the "Base Assessment"). It is acknowledged and agreed hereunder that limiting the levy of benefit assessments on a Residential Benefit Assessment Unit in the Zone A Zone of Assessment to be raised to pay the component of the Service Fee due under this Service Agreement for principal of, interest on and redemption premium, if any, on the 1998 Series A Bonds becoming due during certain calendar years to the Base Assessment may, and probably will, result in the aggregate levy of benefit assessments to be raised by the County to pay such component of the Service Fee due in certain calendar years being less than that necessary to pay such component of the Service Fee due in certain calendar years, it being an acknowledged intent and goal of the County in entering into this Service Agreement to levy benefit assessments on undeveloped and commercial properties in the Zone A Zone of Assessment and in the Zone B Zone of Assessment in an amount significantly less than that currently being levied by the Hyde Park Fire and Water District to permit properties taken by the County through foreclosure as a result of the failure of the then property owner to pay assessments or taxes, including Hyde Park Fire and Water District assessments or taxes levied for water purposes, to be sold and to permit and foster development of undeveloped and commercial properties in the Zone A Zone of Assessment and in the Zone B Zone of Assessment, and that, as a result thereof, the County will be required to

pay general fund or other moneys (but not including benefit assessments or taxes paid by the County on County-owned property) for such component of the Service Fee during certain calendar years, such payment being hereinafter referred to as a "County Advance" and being authorized by Section 1225(1) of the Public Authorities Law. The County hereby covenants and agrees that after all aggregate County Advances have been repaid to the County solely through "Additional Moneys", no representation concerning the likelihood of such repayment being herein made by the Authority, one-half of "Additional Moneys" thereafter received by the County during the Service Agreement Term shall be applied by the County to reduce the Base Assessment in the Zone A Zone of Assessment in such year or years and in such manner as the County shall determine reasonable and appropriate and the remaining one-half of "Additional Moneys" thereafter received by the County during the Service Agreement Term shall be applied to reduce benefit assessments on all real property, developed and undeveloped, residential and commercial, in the Zone A Zone of Assessment and in the Zone B Zone of Assessment in such year or years and in such manner as the County shall determine reasonable and appropriate. For purposes of this Section, "Additional Moneys" shall mean (i) net increases in water benefit assessment revenues paid to the County, being increases in assessment revenues realized (a) as a result of the conversion of real property from a residential to a commercial use in the Zone A Zone of Assessment less any decrease in assessment revenues realized as a result of the conversion of real property from a commercial use to a residential use in the Zone A Zone of Assessment, and (b) as a result of the development of vacant real property in the Zone B Zone of Assessment, each as may occur after the Closing Date, (ii) State or federal moneys, or any other sources of loans or grants, whether in the form of a refund, grant, allowance or subsidy, causing a reduction in the Authority's true interest cost on the remaining principal balance on or of the

1998 Series A Bonds and thereby reducing the amounts to be payable by the County therefor pursuant to Section 5.2(a)(i) hereof, and (iii) moneys paid to the County by the Authority as an unexpended fire hydrant repair, maintenance and replacement fee pursuant to Section 3.1(g) of the Transfer Agreement. The Authority hereby covenants and agrees that during the Service Agreement Term it will pay all such unexpended fire hydrant repair, maintenance and replacement fees to the County to repay a portion of County advances as required by such Section 3.1(g) of the Transfer Agreement.

(f) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 1998 Series C Bonds and any Additional Indebtedness issued from time to time to pay Litigation Expenses becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, and any Litigation Expenses to be paid or paid by the Authority as Hyde Park Water System Operating Expenses through the annual levy of benefit assessments to be levied upon real property only in the Zone A Zone of Assessment. For purposes of said levy for Litigation Expenses, the definition of Residential Benefit Assessment Unit provided in Section 5.2(d) hereof shall apply.

(g) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 1998 Series Staatsburg Bonds and such portion of the 1999 EFC Refunding Bonds the proceeds of which were expended to provide facilities benefiting the properties in the Zone C Zone of Assessment becoming due during any calendar year, including

coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone C Zone of Assessment.

(h) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 1998 Series Capital Construction Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property in either the Zone A Zone of Assessment, the Zone B Zone of Assessment, the Zone C Zone of Assessment or, in any zone of assessment to be established by the County in the future, or any combination thereof, as the County determines to be reasonable and appropriate to reflect the benefit of the 1998 Capital Construction. The Authority hereby agrees to timely recommend to the County the amount to be raised within each of such zones of assessment as it determines, from time to time, to be reasonable and appropriate to reflect the benefit of the 1998 Capital Construction, but such recommendation shall not be binding upon the County.

(i) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 2001 Bonds and the 2002 Refunding Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone D Zone of Assessment.

(j) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the 2004 Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone H Zone of Assessment.

(k) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the Shore Haven Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone J Zone of Assessment.

(l) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the Birch Hill Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone K Zone of Assessment.

(m) The County hereby further covenants and agrees during the Service Agreement Term to raise moneys through the levy of benefit assessments to pay all or any portion of the

Service Fees due under this Service Agreement to pay the amount of principal of, interest on and redemption premium for, if any, the Route 9G Interconnection Water Main Bonds becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property only in the Zone A Zone of Assessment, the Zone B Zone of Assessment, the Zone D Zone of Assessment, and the Zone L Zone of Assessment.

(n) The County hereby further covenants and agrees that during the Service Agreement Term the capitalized costs of extending Water Service to Persons in the Water District outside the Zone A Zone of Assessment and outside the Zone B Zone of Assessment, including, without limitation, the capitalized cost of any expansion of the capacity of the Water Treatment Plant required to provide Water Service to such Persons, will not be charged, directly or indirectly, to residential benefit assessment units in either the Zone A Zone of Assessment or the Zone B Zone of Assessment.

(o) The County hereby further covenants and agrees during the Service Agreement Term (to the extent not already set forth previously) to raise moneys through the levy of benefit assessments to pay all or any portion of the Service Fees due under this Service Agreement to pay the amount of principal of, interest on, and redemption premium, if any, for Initial Bonds and any other Additional Indebtedness becoming due during any calendar year, including coverage requirements required under the Bond Resolution, if any, through the annual levy of benefit assessments to be levied upon real property in a Zone of Assessment as so identified by the Authority.

SECTION 5.3. **Payment on Business Days.** If any date on which payment of a Service Fee becomes due and payable is not a Business Day, then such payment need not be made on

such scheduled date but may be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and (provided such payment is made on such next succeeding Business Day) no interest shall accrue on the amount of such payment from and after such scheduled date.

SECTION 5.4. **Place of Payment.** All Service Fees shall be paid by the County in immediately available funds before noon, local time at the place of payment, on the due dates therefor at any banking institution in the State with wire transfer facilities which the Authority may designate.

SECTION 5.5. **Late Payment.** If any Service Fee shall not be paid at the place and time provided in Section 5.4 hereof, the County shall pay to the Authority interest (to the extent permitted by law) on such overdue amount from and including the due date thereof to but excluding the date of payment thereof (unless such payment shall be made after noon, local time, at the place of payment on such date of payment, in which case such date of payment shall be included) at the Stipulated Interest Rate. If any Service Fee shall be paid on the date when due, but after noon, local time, at the place of payment, interest shall be payable as aforesaid for one day.

SECTION 5.6. **Nature of Obligations.** (a) Notwithstanding any other provision of this Service Agreement other than Section 5.7, the County shall pay all Service Fees without notice (except to the extent expressly provided herein) or demand and without abatement, suspension, deferment, diminution, reduction, counterclaim, setoff, deduction or defense (except the defense of prior payment) whether or not the County shall have collected all benefit assessments lawfully levied therefor. The obligations of the County hereunder shall not be released, discharged or otherwise affected for any reason (except as expressly provided in Section 5.7), including

without limitation (i) any defect in the design, operation, condition, quality, merchantability or fitness for use of the Water System or any part thereof, (ii) any damage to, or removal, abandonment, salvage, loss, scrapping, reduction, Condemnation, requisition or taking of the Water System or any part thereof, or any commercial frustration of purpose, (iii) any restriction, prevention or curtailment of or interference with Water Service or any use of the Water System or any part thereof, (iv) any defect in title to the Water System or any Lien on such title or on the Water System, (v) any change, waiver, extension, indulgence or other action or omission in respect of any obligation or liability of the Authority, (vi) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the County, the Authority, the Trustee, or any other Person, or any action taken with respect to this Service Agreement by any custodian, trustee or receiver of any of the foregoing Persons or by any court in any such proceeding, (vii) any claims that the County has or might have against any Person, including without limitation the Authority, the Trustee, or any Bondholder, (viii) any change in Governmental Requirements or any failure on the part of the Authority to perform or comply with any term hereof or of any other agreement or (ix) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the County shall have notice or knowledge of any of the foregoing. Neither this Service Agreement nor any provision hereof may be canceled by the County for any reason, and, except as expressly provided in Section 5.7, the County, to the extent permitted by law, waives all rights now or hereafter conferred by statute, constitution or otherwise to terminate or cancel this Service Agreement, or any provision hereof, or to any diminution or reduction of any Service Fee.

(b) Unless there shall have been a Service Failure, the Authority shall be conclusively deemed to have fully discharged its obligation to provide Water Service, notwithstanding any

reduction, suspension, curtailment or temporary failure of Water Service, or any other circumstance, regardless of its substantiality, duration or cause.

SECTION 5.7. **Service Failure.** (a) Notwithstanding Section 5.6 or any other provision hereof or of the Bond Resolution, and whether or not this Service Agreement shall have been terminated pursuant to the terms of this Service Agreement or otherwise, the County shall have no obligation during a Service Failure to pay Service Fees on a Service Fee Payment Date.

(b) The Authority, at its option, may cure any Service Failure, provided that (i) within 30 days of the commencement of the Service Failure the Authority delivers to the County a notice (i) of its intention to cure, and (ii) which specifies in reasonable detail the action intended to be taken with respect thereof and the anticipated date of cure and (iii) within 90 days of the commencement of the Service Failure such cure has been completed. Thereafter, the County's obligation to pay Service Fees shall be reinstated, and on the next succeeding Service Fee Payment Date the County shall pay the Service Fee that would otherwise have been payable on such Service Fee Payment Date. The County acknowledges that, pursuant to the Bond Resolution, the rights of the Authority under this Section 5.7(b) have been assigned to the Trustee, to the extent provided therein. This Service Agreement shall terminate after a Service Failure shall have occurred when it is no longer possible to exercise cure rights pursuant to this Section 5.7(b).

(c) Other than as expressly provided in Section 5.7(a) and (b), the County shall not be released during any Service Failure from any obligation hereunder notwithstanding any diminution, reduction, abatement, suspension, restriction, prevention or curtailment of or interference with Water Service.

ARTICLE 6.

RENEWAL OPTIONS

(a) Unless a Service Event of Default shall have occurred and be continuing, at the time of the notice given pursuant to Section 6.1(b) or at the end of the Basic Service Agreement Term or any Renewal Service Agreement Term during which such notice is given, the County shall have the right, at its option, to renew this Service Agreement (i) at the end of the Basic Service Agreement Term for a period of years not exceeding twenty as the County, in its sole judgment, may determine, commencing at the end of the Basic Service Agreement Term (the "First Renewal Service Agreement Term"), and (ii) if it shall have exercised its option to renew at the end of the Basic Service Agreement Term, at the end of the First Renewal Service Term for such additional periods not exceeding twenty years each as the County, in its sole judgment, may determine, commencing at the end of any such Renewal Service Agreement Term (each renewal being an "Additional Renewal Service Agreement Term").

(b) To exercise any option to renew this Service Agreement for any Renewal Service Agreement Term, the County shall give the Authority and the Trustee written notice of its election to so renew at least six months (which notice shall be tentative) and at least one month (which notice shall be irrevocable) prior to the commencement date of such Renewal or Additional Renewal Service Agreement Term.

(c) All the provisions of this Service Agreement shall be applicable during any Renewal or Additional Renewal Service Agreement Term.

ARTICLE 7.

DISCLAIMER OF WARRANTIES

NEITHER THE AUTHORITY NOR THE TRUSTEE HAS MADE OR SHALL BE DEEMED TO HAVE MADE TO THE COUNTY ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE TITLE, MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, CONDITION, DESIGN, OPERATION, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS OR FITNESS FOR USE OF THE WATER SYSTEM (OR ANY PART THEREOF) OR THE WATER SERVICE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE WATER SYSTEM (OR ANY PART THEREOF) OR THE WATER SERVICE. The provisions of this paragraph have been negotiated, and, except to the extent otherwise expressly stated, the foregoing provisions are intended to be a complete exclusion and negation of any representation or warranty by either the Authority or the Trustee, express or implied, with respect to the Water System or the Water Service, that may arise pursuant to any law now or hereinafter in effect or otherwise.

ARTICLE 8.

INFORMATION AND INSPECTION

(a) The Authority shall furnish to the County, the Trustee and the Credit Facility Provider such information concerning the condition, use and operation of the Water System as the County, the Trustee and the Credit Facility Provider may reasonably request. Additionally, the Authority shall permit any authorized representative of the County, the Trustee and the Credit Facility Provider, at such Person's risk and expense, to visit and inspect the Water System, its condition, use and operation and the records maintained in connection therewith,

provided that such visits and inspections do not interfere with the operations of the Water System or the Authority and are scheduled at the reasonable request of the County, the Trustee and the Credit Facility Provider at times mutually convenient to such Person and the Authority, the Authority hereby agreeing to make all reasonable efforts to arrange for such visits and inspections at times convenient for such Person. Neither the County, the Trustee nor the Credit Facility Provider shall have any duty to make any such inspection nor shall any of them incur any liability or obligation by reason of not making any such inspection.

(b) The Authority and the County shall each forward to the Credit Facility Provider such financial information and other information about themselves as the Credit Facility Provider may reasonably request.

ARTICLE 9.

NO INTEREST CONVEYED TO COUNTY

This Service Agreement does not convey to the County any right, title or interest in or to the Water System.

ARTICLE 10.

ASSIGNMENT

Neither the Authority nor the County shall assign any of its right or interest hereunder except as provided in Section 14.2. No such assignment by the County shall release the County from any of its obligations or liabilities of any nature whatsoever arising under this Service Agreement. The rights and obligations of the Authority and the County hereunder shall inure to the benefit of, and be binding upon the permitted successors and assigns of the Authority and the County, respectively.

ARTICLE 11.

EVENTS OF DEFAULT

The following events shall be Service Events of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body).

(a) the County shall fail to make any payment of a Service Fee within 15 days of the date due;

(b) the County shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder, and such condition shall materially impair the ability of the County to perform any material obligation hereunder and such failure shall continue unremedied for a period of 60 days after written notice thereof from the Authority.

(c) any representation or warranty made by the County herein proves to be false or misleading in any material respect, and such condition shall materially impair the ability of the County to perform any material obligation hereunder and shall continue unremedied for a period of 60 days after written notice thereof by the Authority; or

(d) the County shall file any petition for dissolution or liquidation of the County, or the County shall commence a case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or the County shall have consented to the entry of an order for relief in a case under any such law, or the County generally shall fail to pay its debts as such debts become due, or the County shall fail promptly to satisfy or discharge any execution, garnishment or attachment of such consequences as may impair its ability to carry out its obligations under this Service Agreement, or a receiver, custodian or trustee (or other similar official) for the County or any substantial part of its property shall have been appointed or taken

possession thereof, or the County shall make a general assignment for the benefit of its creditors, or the County shall enter into an agreement or composition with its creditors, or the County shall take any action in furtherance of any of the foregoing; or there shall be filed against the County a petition in bankruptcy which results in an order for relief being entered or, notwithstanding that an order for relief has not been entered, the petition is not dismissed within 90 days of the date of the filing of the petition, or there shall be filed under any federal or State law relating to bankruptcy, insolvency or relief of debtors of a petition against the County for reorganization, composition, extension or arrangement with creditors which either (i) results in a finding or adjudication of insolvency of the County or (ii) is not dismissed within 90 days of the date of the filing of such petition.

ARTICLE 12.

ENFORCEMENT

SECTION 12.1. **Remedies.** Upon the occurrence of a Service Event of Default, and at any time thereafter so long as the same shall be continuing, the Authority may, at its option, by notice to the County declare this Service Agreement to be in default, and thereupon or at any time thereafter the Authority may proceed by appropriate court action to enforce the terms hereof or to recover damages for the breach hereof.

It is understood that the Authority may not accelerate the payment of Service Fees upon the occurrence of any Service Event of Default.

SECTION 12.2. **Survival of County's Obligations.** The County shall remain and be liable, except as otherwise provided in Section 5.7 hereof, for any and all unpaid Service Fees due hereunder before, after or during the exercise of any of the foregoing remedies, including without limitation all reasonable legal fees and other costs and expenses incurred by the

Authority and the Trustee by reason of the occurrence of any Service Event of Default or the exercise of the Authority's remedies with respect thereto.

SECTION 12.3. **Remedies Not Exclusive, etc.** No remedy referred to in Article 12 is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to the Authority at law or in equity; and the exercise or beginning of exercise by the Authority of any one or more of such remedies shall not preclude the simultaneous or later exercise by the Authority of any or all of such other remedies. No express or implied waiver by the Authority of any Service Event of Default shall in any way be, or construed to be, a waiver of any future or subsequent Service Event of Default.

ARTICLE 13.

RIGHT TO PERFORM FOR COUNTY

If the County shall fail to make any payment of any Service Fee or shall fail to perform or comply with any of its other agreements contained herein, the Authority may make such payment or performance comply with such agreement, and the amount of such payment and the amount of the expenses of the Authority incurred in connection with such payment or the performance of or compliance with such agreement, as the case may be, together with interest thereon at the Stipulated Interest Rate, shall be deemed to be a part of the next Service Fee payable by the County.

ARTICLE 14.

MISCELLANEOUS

SECTION 14.1. **Notices.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given to any Person shall be given in writing and sent to the address specified in the Bond Resolution and shall become effective three Business Days after

being deposited in the mails, certified or registered with appropriate postage prepaid for first-class mail or, if delivered by hand or in the form of a telex or telegram, when received, and shall be directed to the address of such Person. From time to time any such Person may designate a new address for purposes of communications hereunder by notice to the Authority, the County and the Trustee.

SECTION 14.2. **Assignment.** (a) In order to secure the obligations of the Authority under the Bond Resolution, the Bond Resolution provides for the assignment to the Trustee of its interest in this Service Agreement, subject to the reservations and conditions therein set forth. The County hereby acknowledges receipt of copies of the Bond Resolution, consents thereto and to the assignment effected thereby and (i) agrees that all its obligations and liabilities under the Service Agreement inure to the benefit of may be enforced by the Trustee pursuant to the Bond Resolution, to the extent assigned to the Trustee, and (ii) agrees to pay directly to the Trustee all amounts under such Sections of this Service Agreement to the extent required to discharge the Authority's obligations to the Trustee as are then due and owning pursuant to the Bond Resolution.

(b) Nothing contained in this Service Agreement shall prevent the consolidation of the County with, or merger of the County into, or transfer of all or substantially all the County's property and assets as an entirety to, any other political subdivision of the State which has the legal authority to perform the obligations of the County hereunder, or prevent the division of the County into one or more political subdivisions, provided that (i) the exempt status of the interest on the Bonds shall not be adversely affected thereby, (ii) immediately after giving effect to such consolidation, merger, transfer or division, no Service Event of Default shall have occurred and be continuing, (iii) upon any such consolidation, merger, transfer or division, the due and

punctual performance and observance of all the agreements and conditions of this Service Agreement to be kept and performed by the County shall be expressly assumed in writing by the political subdivision or subdivisions resulting from such consolidation or surviving such merger or to which such property and assets shall be transferred or resulting from such division, and (iv) the County shall have given notice in reasonable detail to the Authority, the Credit Facility Provider, and the Trustee of any such consolidation, merger, transfer or division reasonably in advance of the consummation thereof.

SECTION 14.3. **Performance of Obligations to Authority, Trustee, and Credit Facility Provider.** The provisions of this Service Agreement which require or permit action by, the consent, approval or authorization of, the furnishing of any notice, document, paper of information to, or the performance of any other obligation to, the Authority, the Trustee, and the Credit Facility Provider shall not be effective, and the Section hereof containing such provisions shall be read as though there were no such requirement or permissions, after all the Bonds shall have been paid in full (or after provision for payment thereof has been made in accordance with Article 14 of the Bond Resolution).

SECTION 14.4. **Binding Effect: Successors and Assigns.** The terms and provisions of this Service Agreement, and the respective rights and obligations hereunder of the County, the Authority and the Trustee, shall be binding upon their respective successors and assigns and inure to the benefit of their respective permitted successors and assigns.

SECTION 14.5. **Construction and Applicable Law.** Any provision of this Service Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any

jurisdiction shall not invalidate or render unenforceable the supplement, amendment or modification thereafter sought. The section headings in this Service Agreement and the table of contents are for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision hereof. This Service Agreement has been negotiated and delivered in the State and shall in all respects be governed by and construed in accordance with the laws of the State, including matters of construction, validity an performance.

SECTION 14.6. **Third Party Beneficiary Rights of Hyde Park Fire and Water District.** The County and the Authority hereby acknowledge and agree that Sections 5.2(b), (c), (d), (e), (f), (g) and (h) hereof are for the benefit of, among others, the Hyde Park Fire and Water District and that the Hyde Park Fire and Water district is a third party beneficiary thereof entitled to enforce such provisions to the same extent as if it were a party to this Service Agreement.

SECTION 14.7. **Prior Staatsburg Service Agreement.** This Service Agreement shall supersede all provisions of the Service Agreement dated as of September, 1997 between the County and the Authority relating to the providing of Water Service in the Hamlet of Staatsburg.

SECTION 14.8. **County Levy.** At the timely request of the Authority, at the time of the annual levy of County taxes the County shall, to the extent permitted by law, levy the amounts of any water rates duly imposed by the Authority in accordance with the Act in the Zones of Assessment, which then remain delinquent and uncollected against the respective parcels within the Zones of Assessment.

SECTION 14.9. **Severability**. In case any one of more of the provisions contained in this Service Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Service Agreement, and this Service Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Authority and the County have each caused this Service Agreement to be duly executed as of the day and year first above written.

DUTCHESS COUNTY WATER AND
WASTEWATER AUTHORITY

By: _____
Thomas LeGrand
Chairman

COUNTY OF DUTCHESS, NEW YORK

By: _____
Marcus J. Molinaro
County Executive

Environment Committee Roll Call

District	Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2019260 APPROVING AN AMENDED AND SIXTEENTH RESTATEMENT OF THE SERVICE AGREEMENT BY AND BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY FOR ZONE "Y" ZONE OF ASSESSMENT

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0
Absent: 1 **Motion:** ____ Yes No
Vacant: 0 **Abstentions:** 0

019260 APPROVING AN AMENDED AND SIXTEENTH RESTATEMENT OF THE SERVICE AGREEMENT BY AND BETWEEN THE COUNTY OF DUTCHESS AND THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY FOR ZONE "Y" ZONE OF ASSESSMENT

October 15, 2019

ENVIRONMENT

RESOLUTION NO. 2019261

RE: RE-ESTABLISHING PART COUNTY SEWER DISTRICT NO. 11 IN THE TOWN OF RED HOOK

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

WHEREAS, on or about January 22, 2019, this Legislature approved Resolution No. 2019036 in which it was requested that Part County Sewer District No. 11 be established in the Town of Red Hook, and

WHEREAS, the Director of Water and Wastewater Authority has indicated that due to an inadvertent oversight, the required public notice of an action subject to permissive referendum was not posted, and

WHEREAS, the Board of Elections has certified that the parcels contained within the proposed District do not contain any qualified electors (see attached certification), and accordingly the necessity of the aforementioned permissive referendum maybe waived pursuant to County Law Section 257(3), and

WHEREAS, this Legislature by Resolution No. 2018310, approved and scheduled a public hearing on the establishment of Part County Sewer District No. 11 in the Town of Red Hook, and

WHEREAS, pursuant to the above referenced Resolution, the hearing was held on January 22, 2019, at 7pm., and therefore, it is not necessary to hold a second public hearing as County Law Sections 254 and 256 do not set any time limit after the public hearing is held that the sewer district is created, and

WHEREAS, the Director of Water and Wastewater Authority hereby respectfully requests that Resolution 2019036 be superseded by this Resolution, and

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

WHEREAS, the WWA is entering into an Agreement, with the Red Hook Acres, LLC regarding the WWA's operation and future acquisition of the Tradition at Red Hook Sewer System which is located in the Town of Red Hook; and

WHEREAS, the WWA's ability to close on this acquisition and provide sewer service to the customers of the Tradition at Red Hook Sewer System is contingent on the creation of a Part County Sewer District encompassing all properties in the said sewer system which will include a total of 102 residential customers, four open space parcels, a community center, a mail building and a developed commercial property located in the Town of Red Hook, 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 A Part County Sewer District #11 for the Tradition at Red Hook Sewer System, located in the Town of Red Hook, and

WHEREAS, this Legislature has before it a Map, Plan and Report entitled "Map, Plan and Report, Part County Sewer District No. 11" 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 service agreement with Dutchess County (County), on behalf of the proposed Part County Sewer District No. 11 (District) whereby the District will provide sewer service to customers within the District at rates established by WWA, and

WHEREAS, said Map, Plan and Report identities the parcels to be included in the sewer district, describes the infrastructure to be constructed in order to provide sewer service, and provides the estimated annual cost for sewer service for the typical property in the proposed sewer district, and

WHEREAS, the first year cost to the typical one family home is estimated to be Six Hundred Forty-One and 00/100 ($641.00) Dollars, and

WHEREAS, this Legislature must create Part County Sewer District No. 11 covering the area of Tradition at Red Hook Sewer System described in "Attachment A," and

WHEREAS, this Legislature shall conduct a public hearing on this proposal on January 22, 2019, at 7pm and hear all persons interested, and

WHEREAS, the establishment of said Part County Sewer District No. 11 will ensure an efficient sewer 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 Part County Sewer District No. 11 are benefited thereby and all the property and property owners benefited are included within the proposed Part County Sewer District No. 11 and it is in the public interest to create the Part County Sewer District No. 11, and be it further

RESOLVED, that a Part County Sewer District, to be known as Part County Sewer District No. 11 in the Town of Red Hook, more particularly described in "Attachment A" attached hereto, is hereby established, and be it further

RESOLVED, that this resolution is subject to permissive referendum which is hereby waived pursuant to County Law Section 257(3) since the Dutchess County Board of Elections has certified that the parcels contained within the proposed District do not contain any qualified electors.

CA-180-19
CRC/kvh/G-1217-Q(b)
9/4/19
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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 Prepared On: 8/13/19

Dul.pdf

Erik J. Haight
Commissioner

Elizabeth A. Soto
Commissioner

RECEIVED
JUL 29 2019
DCWWA

DUTCHESS COUNTY BOARD of ELECTIONS
47 Cannon Street
Poughkeepsie, New York 12601
(845) 486-2473/ Fax (845) 486-2483
www.dutchesselections.com

July 26, 2019

Dear Executive Director Barclay,

Let this letter serve as certification from the Dutchess County Board of Elections that the following parcels identified below do not contain any qualified electors.

134889006272000010335 1
134889006272000019133 5
134889006272000018633 3
134889006272000018133 2
134889006272000017733 0
134889006272000016532 0
134889006272000016631 6
134889006272000016831 4
134889006272000016831 1
134889006272000016930 8
134889006272000018931 8
134889006272000020130 5
134889006272000019630 3

1) County Sewer District 11 (Tradition at Red Hook) – would include all of the parcels listed above plus 134889006272000020426 1

2) County Sewer District 12 (Preserves at Lakes Kill) – would include all or part of the following tax parcels:

134889-6373-00-790095
134889-6372-00-718975
134889-6372-00-754955

Sincerely,

Erik J. Haight
Commissioner

Elisa Sumner
Deputy Commissioner

DUTCHESS COUNTY

Part-County Sewer District #11

(Tradition at Red Hook Sewer System)
Red Hook, NY

MAP, PLAN AND REPORT

December 2018

Dutchess County Water and Wastewater Authority
Poughkeepsie, NY

DUTCHESS COUNTY
WATER AND
WASTEWATER AUTHORITY

December 2018

DUTCHESS COUNTY PART COUNTY SEWER DISTRICT #11
(Tradition at Red Hook Sewer System)

MAP, PLAN AND REPORT

INTRODUCTION

This Map, Plan and Report contains the information required for the formation of the proposed Part County Sewer District Number 11, which primarily includes an undeveloped area of approximately fifty-two (52) acres located on the west side of Old Farm Road in the Town of Red Hook, NY.

Upon successful formation of proposed Part County Sewer District Number 11 (the "District") by the Dutchess County Legislature, Red Hook Acres, LLC or its Assigns (the "Developer") will lease operation and management of the Tradition at Red Hook Sewer System (the "Sewer System") to the Dutchess County Water and Wastewater Authority (the "DCWWA", the "Authority") in accordance with the terms and conditions set forth in a Memorandum of Understanding for the Operation and Lease of the Sewer System for Red Hook Acres (MOU) dated September 2018, between the Authority, the Developer, and Roger Hoffman (local property owner) and attached herein as Appendix "D". The Developer shall retain ownership of this sanitary Sewer System. However, at any time after operation of the Sewer System commences, the Authority may purchase the Sewer System for one dollar upon the abandonment of the System by the Developer, or may purchase the system for no more than its fair market value, in accordance with the terms of sale set forth in the MOU. Information provided herein includes the proposed District's boundaries and the area that will comprise the future District, as well as a description of the proposed infrastructure by which sewage collection and treatment services will be provided to the District.

In addition, budgetary estimates for the first year operation and maintenance costs, as well as a cost allocation formula, have been included with this report. At this time, there are no immediate capital costs that will be borne directly by the future customers of the District.

The Dutchess County Water and Wastewater Authority will enter into a contract (the "Service Agreement") with Dutchess County on behalf of the District for the purpose of administering the retail rent of sewage collection and treatment services to all properties within the proposed District, with such service to be provided through the Sewer System facilities as described below. The Authority will administer the District pursuant to guidelines established by the Service Agreement and collect sewer rents. Rates for the use of the Sewer System will be set annually by the Authority.

HISTORY

On August 15, 2016, the Town of Red Hook Planning Board adopted the "Resolution Granting Approval to the Final Subdivision Plat and Incentive Zoning for Hoffman Property Traditional Neighborhood Development Subdivision". The project will create a Traditional Neighborhood Development (TND) Residential Subdivision project consisting of one hundred and two (102) residential lots and four (4) open space parcels, designated Parcels "A," "B," "C," and "D" [which

will be owned by the Homeowners Association (HOA)]. The project will consist of a mix of several types of single family dwellings as outlined within the Town's TND District Regulations. In November 2018, the project was renamed, "Tradition at Red Hook".

PART COUNTY SEWER DISTRICT #11

The proposed Part County Sewer District Number 11 is delineated by the document prepared by Welch Surveying and titled, "Property Description prepared for Red Hook Acres, LLC Outbounds Description including Lot 103" and illustrated by the map (both attached hereto as Appendix "A"). The development has received Town subdivision approval, and it is expected to be built out in phases. Upon the filing of all of the approved subdivision plats with the County Clerk, the District will include a total of one hundred and seven (107) tax parcels of which one hundred and two (102) will be residential parcels and four will be open space parcels owned by the HOA. Located on the open space parcels will be a "Mail Building" where the residents can receive their US Mail, a community center to be owned by the HOA for use by the neighborhood residents, and the wastewater treatment plant. The final parcel (presently referred to as "Lot 103" and owned by Roget Hoffman) will remain in use as a retail antique and collectibles business with an on-site barn and other small outbuildings. The boundaries of Part County Sewer District No. 11 will be coterminous with those of the Tradition at Red Hook Sewer System service area.

PHYSICAL FACILITIES

The District will be served by a conventional 8" diameter gravity sewage collection system, to convey raw, sanitary wastewater to a central location for subsequent treatment and disposal. This design, as opposed to a Septic Tank Effluent Pumping (STEP) system, will better facilitate connection to a regional facility should one become available in the future as noted in the Preliminary Engineering Report for the Hoffman Property Subdivision (a/k/a Tradition at Red Hook subdivision) prepared by Rodney E. Morrison, PE of the LRC Group (excerpt of report attached hereto as Appendix "E").

Primary treatment will be provided by a series of conventional septic tanks. The tanks have been sized in accordance with NYSDEC "Design Standards for Intermediate-Sized Wastewater Treatment Systems" (March 5, 2014). For flows exceeding 15,000 gallons per day, the required septic tank size must equal the total design flow. The system will include six tanks in three (3) flow paths, with a total capacity of 24,000 gallons. The three flow paths will allow the septic system to be installed in stages as the project phasing is implemented.

The subsurface disposal system will be designed and constructed to treat 150% of the design flow in three (3) field areas. On an annual basis, one area will be rested while the other two remain in use. Allowing a resting period will extend the functional life of the system and is recommended by the NYSDEC.

The expansion system has been designed to treat 50% of the design flow. Should one of the three (3) primary fields fail, the expansion area can be constructed and the soil in the failed area can be restored.

The system will include a pump chamber between the septic tanks and the subsurface disposal system. The pump chamber will dose the system.

The NYS DEC has issued SPDES Permit No. 3-1348-00195/00001 (SPDES ID NY 0280933) to the Dutchess County Water and Wastewater Authority with an effective date of 7/1/2016 for the operation of the District's future wastewater facility with a subsurface discharge of up to 21,744 gallons per day of treated sanitary waste through a septic tank and absorption field treatment system.

PROPERTY ISSUES

The Sewer System collection mains and stub extensions will generally be located within future rights-of-way and/or roads to be dedicated to the Town; and/or within utility easements granted in favor of the DCWWA.

The future wastewater treatment system and the space for additional subsurface disposal will be located within the Sewer District in the area presently referred to as Open Space Parcel "A". The Developer will eventually convey this parcel to the HOA, with the DCWWA being provided easements for the area of the collection, treatment and subsurface disposal areas, including the area required to be reserved for future disposal beds, allowing all necessary access for the operation, maintenance and repair of the wastewater treatment system.

CAPITAL COSTS AND ALLOCATIONS

All initial capital costs to construct the Tradition Sewer System will be borne directly by the Developer, and so are not included herein. There will be no capital costs assessed to District property owners for the first year of operation. Should debt be incurred for future capital improvements, 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 1060 benefit units within the proposed Part County Sewer District. Under this approach, the apportionment of a capital cost would be across the calculated number of benefit units and would result in a per benefit unit cost. This expense would then appear on the annual property tax bill.

OPERATION AND MAINTENANCE (O&M) COSTS

The O&M Budget Projection is the total cost to the DCWWA to operate the Tradition at Red Hook Sewer System, such as: labor, insurance, sludge hauling, typical repairs and other ongoing costs. Additionally, the O&M Budget Projection includes the Lease Payment to be made to the Developer in accordance with the MOU. The DCWWA has developed an O&M budget projection to illustrate estimated First Year costs of the Tradition at Red Hook Sewer System under Authority operation and management, based on the Authority's prior operating expenses and history for comparable size wastewater systems, and possible anticipated repairs to the system.

Since the service area will only be partially developed in the early years of the Sewer System's operation, the initial O&M Budget will be based on an assumption of eighty-four (84) customers, in accordance with the terms of the MOU for the "Initial Assessment Period." A copy of the O&M budget projection, using 2019 as a base year and assuming 84 customers has been included as Appendix "B". The first year operational cost (2019 dollars) is estimated at $53,831.

The estimated annual O&M cost per typical customer during this Initial Assessment Period will be one-eighty-fourth (1/84) of the total estimated operational cost, or six hundred, forty-one dollars ($641). During the Initial Operating Period the Developer is obligated, per the MOU, to quarterly pay the difference between the amount charged per customer and the Authority's actual operating expenses ("the Developer's Subsidy"). 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

An Application for Sewer Service and related permit fee will be required for each individual property to be connected to the Sewer System and receive sewer service. The sewer service connection fee would be three hundred and fifty dollars ($350) per connection, and is a one-time charge. The service connection charge will be waived to the extent the Developer installs the sewer service connection.

Annual Cost per a Typical Property – First Year: $641

The total annual cost for a typical property in a Part County Sewer District is generally a combination of the long-term capital charges (debt service) and sewer rents/usage charges. In the proposed District, 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 in Part County Sewer District Number 11 will be six hundred and forty-one dollars ($641) for O&M expenses. A system budget based on these rates will build appropriate fund balances to maintain the wastewater system in good working order.

#####

APPENDICES

Appendix A – Description of Part County Sewer District # 11 (Property Description prepared for Red Hook Acres, LLC Outbounds Description including Lot 103 and map).

Appendix B – Proposed Operation & Maintenance Budget.

Appendix C – Proposed Benefit Assessment Methodology.

Appendix D – Memorandum of Understanding for the Operation and Lease of the Sewer Collection and Treatment System for Red Hook Acres.

Appendix E – Excerpt of Preliminary Engineering Report for the Hoffman Property Subdivision (a/k/a Traditions at Red Hook Subdivision).

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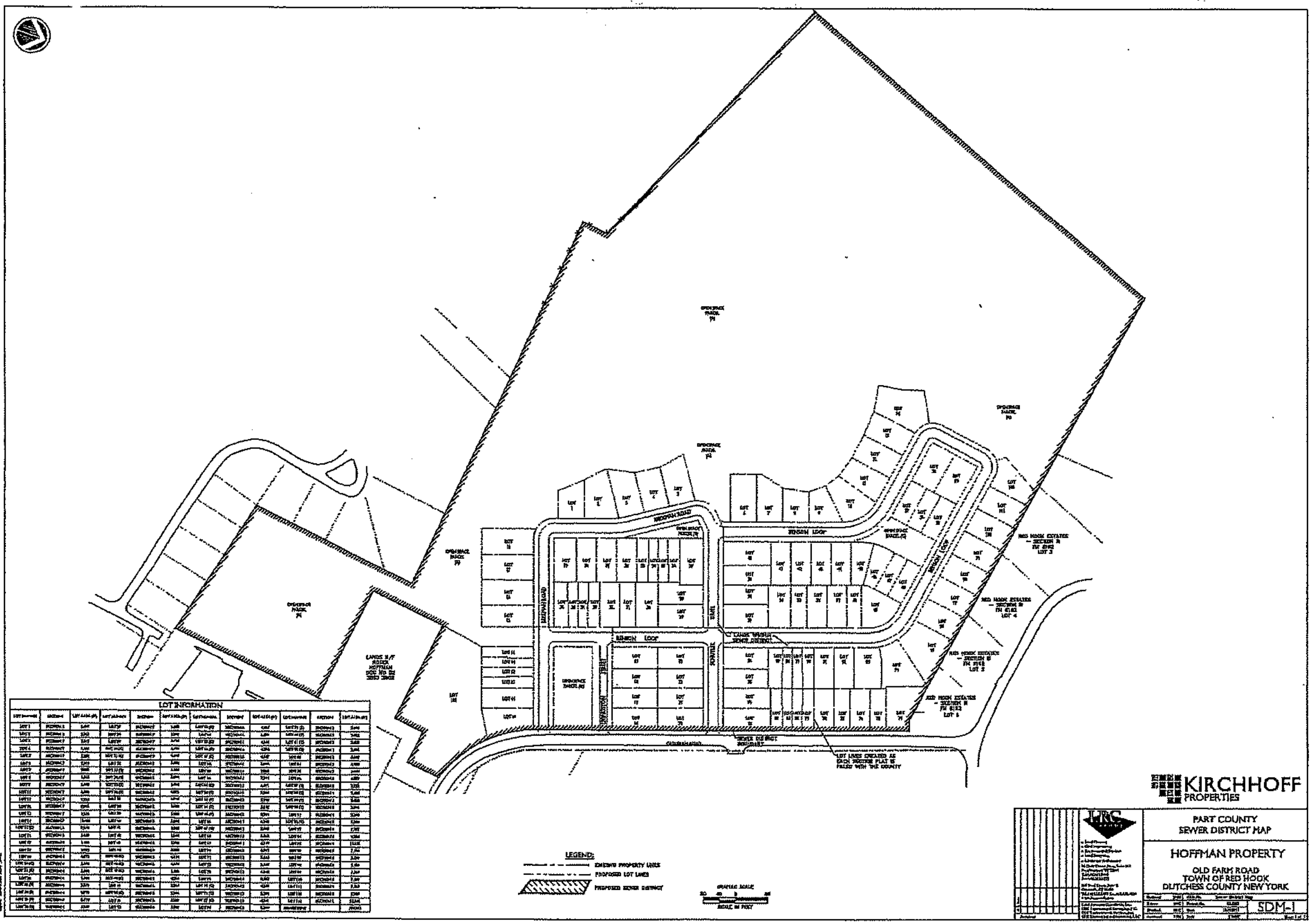
APPENDIX "A"

Part County Sewer District #11

Tradition at Red Hook Sewer System

DESCRIPTION OF DISTRICT

The Dutchess County Part County Sewer District Number 11 shall include the area as delineated in the attached survey description prepared by Welch Surveying and titled, "Property Description prepared for Red Hook Acres, LLC Outbounds Description including Lot 103" and illustrated further by the attached map.


LOT INFORMATION
LEGEND:
EXISTING PROPERTY LINES
PROPOSED LOT LINES
PROPOSED SEWER DISTRICT
GRAPHIC SCALE
SCALE IN FEET
KIRCHHOFF PROPERTIES
PART COUNTY
SEWER DISTRICT MAP
HOFFMAN PROPERTY
OLD FARM ROAD
TOWN OF RED HOOK
DUTCHESS COUNTY NEW YORK
SDM-1

WELCH SURVEYING

7 ORLICH ROAD
RED HOOK, NEW YORK 12571
(845) 876-1000 FAX: (845) 758-1342
E-mail: WelchSurv@aol.com

Property Description prepared for
Red Hook Acres, LLC
Outbounds Description, including Lot 103

Being all that piece, parcel or tract of land situate in the Town of Red Hook, County of Dutchess and State of New York, and being bounded and described as follows:

Beginning at a point on the southerly line of Old Farm Road, said point being the intersection of the westerly line of Lot 1 as shown on Filed Map No. 9147-B, lands now or formerly of Steve Hoffman Properties, LLC, Document No. 02 2013 2002 with the southerly line of Old Farm Road and being a northeasterly corner of the herein described premises; thence along the westerly and northerly lines of Lot 1 as shown on said map the following four courses and distances, South 08 degrees 35' 46" West 87.28 feet to a point; thence North 81 degrees 24' 13" West 84.23 feet to a point; thence South 08 degrees 35' 46" West 76.98 feet to a point; thence North 81 degrees 24' 13" West 265.54 feet to a point, said point being a northwesterly corner of Lot 1; thence along the westerly and southerly lines of Lot 1 as shown on said map the following two courses and distances, South 09 degrees 02' 51" West 193.03 feet to a point, said point being the southwesterly corner of Lot 1; thence South 81 degrees 24' 13" East 307.06 feet to a point, said point being the southeasterly corner of Lot 1 and being on the westerly line of Lot 2 as shown on Filed Map No. 8957, lands now or formerly of Lyceum Six Partners, Document No. 02 1991 2693; thence along the westerly line of Lot 2 as shown on said map, South 08 degrees 35' 46" West 395.82 feet to a point, said point being the southwesterly corner of Lot 2 and being on the northerly line of Lot 21 as shown on Filed Map No. 2909, said point being the southeasterly corner of the herein described premises; thence along the northerly lines of Lots 21, 22, 23 and 24 as shown on Filed Map No. 2909, North 75 degrees 19' 45" West 373.97 feet to a point, said point being the southeasterly corner of Lot 26 as shown on Filed Map No. 2909 and being a southwesterly corner of the herein described premises; thence along the easterly line of Lots 26, 27, 28 and 29 as shown on said map, North 09 degrees 02' 51" East 431.73 feet to a point, said point being the northeasterly corner of Lot 29 as shown on said map; thence along the northerly line of Lot 29 and along the northerly line of lands now or formerly of Dutchess County Water and Wastewater Authority, Document No. 02 2000 6186, North 83 degrees 01' 20" West 527.97 feet to a point, said point being the northeasterly corner of lands now or formerly of Arnold M. and Alice B. Colburn, Document No. 02 2006 6610; thence along the northerly line of said lands now or formerly of Colburn, and along the northerly line of Parcel B as shown on Filed Map No. 6202, lands now or formerly of Franz N. and Mary K. Stoppenbach, Liber 1715 page 525, partly along a stone wall and partly along remains of a wire fence, the following three courses and distances, North 83 degrees 59' 57" West 34.72 feet to a point; thence

North 83 degrees 38' 36" West 456.45 feet to a point; thence North 10 degrees 22' 54" East 66.00 feet to a point; thence partly along remains of wire fence, North 65 degrees 21' 16" West 768.90 feet to a point, said point being on the easterly line of Lot 3 as shown on Filed Map No. 9526-C, and being the southwesterly corner of the herein described premises; thence along the easterly lines of Lot 3 and Lot 5 as shown on said map, North 23 degrees 38' 54" East 1096.96 feet to a point, said point being the northwesterly corner of the herein described premises; thence along the southerly line of Lot 5 as shown on Filed Map No. 9526-C, and along the southerly lines of Lots 2, 3, 4, 5, and 6 as shown on Filed Map No. 8162, the following two courses and distances, South 79 degrees 34' 17" East 1228.66 feet to a point; thence North 71 degrees 16' 42" East 26.42 feet to a point, said point being on the westerly line of Old Farm Road, aforementioned, and being the northeasterly corner of the herein described premises; thence along the westerly line of Old Farm Road the following, South 17 degrees 55' 22" East 931.11 feet to a point; thence along a curve to the left, having a radius of 300.00 feet and a chord of South 44 degrees 37' 47" East 269.66 feet, an arc length of 279.68 feet to the point or place of beginning.
Containing 52.052 acres

APPENDIX "B"

Proposed

Operation & Maintenance Costs

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

Tradition at Red Hook Sewer System (Part County Sewer District #11)

EXPENSES (TRS)

Accounting	250
Billing	1,736
Bookkeeping	1,786
Buildings & Grounds	250
Chemicals	0
Computer Equipment/Technical Support	100
Electric	900
Engineering	250
Equipment Repair & Maintenance	1,250
Insurance	600
Lab Costs	0
Legal	200
Meter/Collection	0
Remote Monitoring	444
Operation	5,000
Operation Support	900
Permit Fees	330
Postage	210
Sanitation	0
STP Sludge Hauling	0
Supplies (Buildings)	0
Supplies (Office)	50
FIOS/DSL/Phone Line	520
Testing Chemicals/Flow Meter Calibration	0
Water	0

SUB TOTAL	14,776

Operation Contingency	120
Administration	5,335
Lease Payment	33,600
Capital Contingency	0

OPERATION TOTALS	53,831

APPENDIX "C"

Part County Sewer District #11

Proposed Benefit Assessment Methodology

SUBDIVIDED RESIDENTIAL LOTS	
VACANT	5
DEVELOPED	10
COMMERCIAL LOTS	
VACANT	10
DEVELOPED	20
TRADITIONS MAIL BUILDING	10
TRADITIONS COMMUNITY CENTER	10
VACANT PARCELS	
FIRST WHOLE ACRE	55
EACH ADDITIONAL WHOLE ACRE	11

No additional benefit units shall be assessed to Open Space Parcels A, B, C or D, which are under the ownership of a Homeowner's Association and/or which are subject to conservation easements or filed declaration prohibiting further residential or commercial uses.

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APPENDIX "D"

Memorandum of Understanding for the Operation and Lease
of the Sewer System for Red Hook Acres

MEMORANDUM OF UNDERSTANDING

FOR THE OPERATION AND LEASE OF

THE SEWER COLLECTION AND TREATMENT SYSTEM FOR RED HOOK ACRES

Between

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

And

RED HOOK ACRES, LLC

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MEMORANDUM OF UNDERSTANDING

FOR THE OPERATION AND LEASE OF

THE SEWER COLLECTION AND TREATMENT SYSTEM FOR RED HOOK ACRES

Between

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

And

RED HOOK ACRES, LLC

This Memorandum of Understanding (hereinafter "**MOU**") is entered into as of the _____ day of September, 2018 between DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY, a public benefit corporation of the State of New York, with offices at 27 High Street, Poughkeepsie, New York 12601 (the "**Authority**"), Red Hook Acres, LLC, a New York limited liability company registered with the New York Department of State with its office at 199 West Road, Pleasant Valley, NY 12569 (the "**Developer**"), and Mr. Roger Hoffman, an individual with an address at 19 Old Farm Road, Red Hook, New York 12571 (the "Owner").

WITNESSETH:

Whereas, Roger Hoffman is the owner of real property located in the Town of Red Hook, County of Dutchess, State of New York, which is more particularly described in Schedule A annexed hereto (the "**Property**"), and

Whereas, the Developer is in contract to purchase the Property and intends to develop the Property into one hundred and two (102) residential units consisting of a mix of attached and detached homes, a community center, mail building, wastewater treatment facility, various open spaces, and supporting infrastructure (the "**Project**"), and

Whereas, the Owner currently operates a retail antique and collectables business at 19 Old Farm Road, known as The Hoffman Barn Sale, and

Whereas, the Owner will retain a portion of 19 Old Farm Road consisting of approximately 1.2 acres and inclusive of the existing improvements thereon, for the purpose of the continued operation of The Hoffman Barn Sale (the "**Retained Parcel**"), and

Whereas, the Developer intends to design and construct, or cause to be constructed, a sanitary wastewater collection system and a community subsurface wastewater disposal system for the collection, treatment, and disposal of wastewater from the Project and the Retained Parcel for the benefit of the owners of those parcels (the "**Sewer System**"), and

Whereas, the Sewer System shall consist of (a) a series of pipes, structures, and service laterals to collect and convey sanitary wastewater from the homes, community center, mail building, and appurtenant improvements, and the retained Hoffman parcel to a central location, (b) a series of septic tanks to provide primary wastewater treatment, and (c) a pumping station to convey the treated wastewater to a central community subsurface disposal system, but excludes any system improvements described herein, and

Whereas, the Sewer System is intended to service all properties and improvements within the Project and the existing uses on the Retained Parcel, a total of 106 benefit units, (collectively the "**Service Area**"), and

Whereas, the Developer has requested the Authority provide wastewater service to serve the Service Area and to provide all related sewer services for the benefit of the properties within the Service Area ("**Wastewater Service**"), and

Whereas, the Project is within Dutchess County but outside any Part County Sewer District, and

Whereas, the Developer and the Owner have requested the Authority to seek approval to form a new Part County Sewer District to serve the Service Area (the "**PCSD**"), and

Whereas, the Developer has requested that the Authority operate and lease or acquire the Sewer System from the Developer to provide wastewater conveyance, treatment, and disposal to serve the PCSD, and

Whereas, the Developer has requested that the Authority enter into this MOU to identify the contingencies that must be fulfilled and the respective obligations of the parties that must be performed to permit the Authority to operate and lease or acquire the Sewer System and provide service to the properties that would be in the PCSD, and

Whereas, the Authority has agreed to enter into this MOU subject to the provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, stipulations, and provisions herein contained, it is hereby agreed as follows:

1. Payment for Authority's Costs. On or before the date hereof, the Developer has delivered to the Authority a good check in the amount of $3,500.00 (the **"Deposit"**) to be used to establish an escrow fund from which the Authority will pay all administrative, engineering, legal, and other costs incurred in connection with the Authority's review of the Sewer System design, plans, and specifications and in other activities pursuant to the terms of this MOU (collectively, **"Authority Costs"**). Upon completion of all the Authority's activities described in this MOU, the balance, if any, remaining in the escrow fund will be returned to the Developer with an accounting of the expenses charged to the escrow fund. In the event that from time to time the Authority Costs exceed the amount of the Deposit, the Authority will request the Developer to replenish the escrow fund in an amount determined by the Authority to be appropriate and necessary and such replenishment shall be a condition to the Authority's continuation of performance hereunder. The Developer will be provided an accounting of the expenses to date and an estimate of the costs to complete the request to replenish the escrow fund.

2. Design and Construction.

2.1. Approval of Plans. The Developer has completed the design of the Sewer System. The Authority acknowledges that it has reviewed the plans, which received the Town of Red Hook's Final Site Plan and Subdivision Approval, a State Environmental Quality Review Act (**"SEQRA"**) Negative Declaration, technical approval from the Dutchess County Department of Behavioral & Community Health and has provided comments to such plans. The final design of the Sewer System and all plans and specifications of the Sewer System components (**"Plans and Specifications"**) are subject to the approval of the Authority, which shall review the design of facilities necessary to provide sewer service and provide approval of such design, including all Plans and Specifications, in its sole discretion.

2.2. Permits and Approvals. The Developer will be responsible for obtaining all necessary state, county, and town approvals, as well as approval of the Authority, for the design, construction, and operation of the Sewer System on the Property (the **"Developer Approvals"**), and for the approval of the site plan and/or subdivision. When needed, the Developer will obtain a "Certificate of Construction Compliance" issued under section 19.7 of Article 19 of the Dutchess County Sanitary Code and a SPDES permit issued by the New York State Department of Environmental Conservation in the name of the Authority as operator. Upon receipt of the necessary Developer Approvals, the Developer shall commence the construction and/or installation of the physical improvements, infrastructure, equipment, accessories, and components of the Sewer System in accordance with the terms of the Developer Approvals and the approved Plans and Specifications (the **"Developer Improvements"**).

2.3. Certification by Professional Engineer. The Developer shall hire and compensate a New York State Licensed Professional Engineer acceptable to the Authority to inspect and certify to the Authority that construction of each component of the Developer Improvements has been performed in accordance with the Plans and Specifications and the terms and conditions of all Developer Approvals.

2.4. Security for Construction.

2.4.1. The Developer proposes to file the subdivision plat in 8 sections and build the Sewer System in phases corresponding to those section plats. Before the Developer commences any construction of any of the Developer Improvements, the Developer must post a letter of credit or an alternative form of security acceptable to the Authority, for the full amount of the cost of the construction of that part of the Sewer System currently being constructed for that phase or section plat (**"Construction Phase"**) plus the Authority's administrative costs to guarantee completion of the construction (**"Performance Security"**). The amount posted shall include labor and materials.

2.4.2. The Authority's engineer, in consultation with the Developer's consulting engineer, will determine the amount of the Performance Security for the Construction Phase. The Authority's determination shall be based on the engineers' recommendations, and its determination shall be final.

2.4.3. If acceptable to the Authority's governing board, and upon review of the Authority's counsel of all Performance Security documents, the Authority will consent to a joint Performance Security for the Sewer System between the Authority and the Town of Red Hook.

2.4.4. The Performance Security shall be reduced as the balance of construction cost is reduced and the construction has been approved for use by the regulatory agencies and the Town, when applicable. The entire Performance Security shall be released when the Construction Phase is completed to the satisfaction of the Authority and the Town, if joint Performance Security is provided.

2.4.5. Before the balance of the Performance Security is reduced to less than 20% of the cost of construction for that Construction Phase, the Developer must post a maintenance security, in the form of a letter of credit or an alternative form of security acceptable to the Authority, in an amount equal to 20% of the construction cost of that Construction Phase (**"Maintenance Security"**). See

paragraph 9.3, *infra*. The purpose of the Maintenance Security is to assure funds will be available to repair or replace defects found within one year after the commencement of operation of each Construction Phase. The Maintenance Security shall be held for a period of one year after the completion of construction and commencement of operation of that Construction Phase.

2.5. Inspection and Access to Construction by the Authority. Authority personnel will have the right, but not the obligation, to witness and inspect installation and/or construction of Developer Improvements. However, since construction and installation will be certified to the Authority by the Developer's engineer, inspections by the Authority will be at the discretion of the Authority and at its expense. The inspection and testing of Developer Improvements as required by state, county, or local authorities shall be at the expense of the Developer. Authority personnel, consultants, and contractors shall have access to the Property for the purpose of carrying out the rights and obligations of the Authority under this MOU.

2.6. Notice of the Deficiencies. In the event the Authority determines that any work would be unacceptable based upon the approved design and approved plans and specifications, the Authority will notify the Developer in writing within two (2) business days of the discovery of the unacceptable work. All unacceptable work must be corrected to the Authority's satisfaction before the facilities are placed in service.

2.7. Notice of Final Sewer System Testing. The Developer must provide the Authority at least three (3) business days' written notice prior to any final Sewer System testing. Following receipt of such notice, in the event that the Authority does not attend such final Sewer System testing, the Authority waives its right to do so, but such waiver shall not excuse or constitute a waiver of Developer's obligation to correct any defective work.

2.8. Engineering Certification to the Authority. Upon completion of each Construction Phase, the Developer must provide the Authority with the Professional Engineer's certification to the Authority with the engineer's seal, and copies of authorizations of the Dutchess County Department of Behavioral and Community Health, the New York State Department of Environmental Conservation, and any other governmental authority having jurisdiction which are necessary to put the Sewer System into service. The Authority will accept certifications, and commence operation, only upon the completion of a Construction Phase. The Authority retains the right to accept certifications or commence operation of a portion of a Construction Phase.

3. Ownership of the Sewer System and Notice to Purchasers Within the District.

3.1. The Developer will own the Sewer System.

3.2. Prior to selling any property within the Service Area the Developer shall notify the potential purchaser that the Sewer System is privately owned and provided a projection of the annual costs for sewer service to the property. The offering plan will state that the Sewer System is privately owned and includes an estimate of the initial annual Sewer costs to the property. Before establishing sewer service to any new property owner, the property owner must certify to DCWWA that they were provided this information.

4. Operating Agreement and Lease

4.1. Before the first residential lot is sold or otherwise conveyed to a third party not affiliated with the Developer or before service to the first customer commences, the Authority shall operate and lease the Sewer System from the Developer pursuant to the terms and operating agreement and lease (**"Agreement"**) and will commence sewer service to the customers upon application to the Authority. In accordance with the Agreement, attached as Schedule B, the Authority shall operate, maintain, and replace the Sewer System. The Agreement shall have been signed and be effective before the date service commences. The Authority has no obligations under the Agreement until the first section of construction is complete and service is requested by a property owner.

4.2. The terms of the Agreement shall be consistent with this MOU.

4.3. The Agreement provides that the Authority will pay the Developer $400.00 per year plus any annual increase due for improvements paid by the Developer (paragraph 5.5.5.5) (**"Unit Rent"**) for each benefit unit served as described in the next paragraph. One benefit unit represents the usage of a single-family residence, and the Retained Parcel will be charged two benefit units based upon its expected usage.

4.4. The Unit Rent will be paid for each lot that is receiving sewer service from or through the Sewer System.

4.5. After the commencement of the Agreement, the Unit Rent will begin when the lot begins receiving Sewer service from the installed system.

4.6. The Unit Rent will be paid annually in arrears for each year after the Agreement is in effect and paid to the Developer or its designee.

4.7. The initial term of the Agreement shall be for a period not less than ten years and renewable on the same terms for up to 99 years. The lease will not expire without the consent of the Authority.

5. Charges for Sewer Service

5.1. Components of the Charges.

5.1.1. The Authority shall assess or charge each Subdivided Lot in the PCSD that receives service and all other property served through the Sewer System.

5.1.2. Each Subdivided Lot and property that is receiving Sewer service through the Sewer System shall be assessed or billed the Unit Rent and a share of the Authority's costs to operate the Sewer System.

5.1.3. The actual costs, excluding Unit Rent, that the Authority incurs to operate, maintain, and replace the System plus, if paid by the Authority, costs incurred to improve the System, plus 10% of the foregoing amounts to fund a replacement and emergency repair reserve constitute the Authority's **"Actual O&M"**. The actual cost incurred is after the annual cost is reduced to reflect draws from the replacement and emergency repair reserve. The Authority has sole discretion over the establishment of budgets and rates for the Sewer System. However, the Authority agrees that all charges will be directly related to the cost to operate, maintain, and improve the Sewer System plus overheads apportioned in the same way that the Authority currently allocates such overheads among the systems it operates.

5.2. Initial Charges for Service.

5.2.1. Since the Project will only be partially developed in the early years of the Sewer System's operation, the Initial charge for sewer service in the Service Area will be normalized until 80% of the 106 benefit units in the Project, *i.e.*, 85 Subdivided Lots are served (including the additional benefit unit associated with the Retained Parcel) in the PCSD and through the Sewer System (**"Initial Assessment Period"**).

5.2.2. During the Initial Assessment Period, the Authority will estimate what its costs to operate the Sewer System, excluding the Unit Rent, would be to serve the 106 benefit units that are planned for the Project (**"Estimated Operating Cost"**). The Authority will then divide the Estimated Operating Cost by 85 to develop an **"Estimated Operating Cost per Benefit Unit"**.

5.2.3. During the Initial Assessment Period, the Authority will assess or charge each Subdivided Lot in the PCSD that is connected to the Sewer System the Unit Rent per benefit unit plus the Estimated Operating Cost per Benefit Unit. Any other lot that may be served through the Sewer System will be assessed and/or charged the Unit Rent per benefit unit plus at least the amounts charged to lots and entities within the PCSD.

5.2.4. During the Initial Assessment Period, the Developer will pay quarterly the difference between the Estimated Operating Cost per Benefit Unit assessed and the Actual O&M incurred by the Authority, provided the Actual O&M is not more than 110% of the Estimated Operating Cost. The aggregate of the payments made by the Developer is the **"Developer's Subsidy"**. The Authority may defer, for collection in future years, the amount that it did not collect because it was more than 110% of the Estimated Operating Cost. The Authority will bill the amount of the Developer's Subsidy, and the Developer will have 30 days to pay. Once a total of 85 Subdivided Lots and properties are served in the PCSD or through the Sewer System, the Developer would no longer be responsible to pay the Developer's Subsidy

5.2.5. The Developer will post a financial security in a form acceptable to the Authority to guarantee payment of the Developer's share of Actual O&M incurred by the Authority (**"Developer's Subsidy Security"**). Beginning on the effective date of the Agreement, the amount of the security shall be the Developer's share of Actual O&M for the next five years. The Developer's Subsidy Security shall be recalculated and reduced or increased annually to reflect the Developer's potential liability over the ensuing 5 years, noting that said liability should decrease each year that additional Lots are connected to the Sewer System. Once 85 Subdivided Lots and entities are served in the PCSD or through the Sewer System, the entire Developer's Subsidy Security shall be released.

5.3. Additional Improvements to the Sewer System.

5.3.1. During the Initial Assessment Period

5.3.1.1. During the Initial Assessment Period, the Authority will not implement any improvement that will be charged to lots in the Service Area, unless required by a regulatory authority having appropriate jurisdiction without the Developer's approval, which will not be unreasonably withheld.

5.3.1.2. In the event that there is a mandated capital improvement to the Sewer System, as directed by a regulatory body having appropriate jurisdiction, the Developer shall construct the improvement or, if the Developer elects not to construct the improvement, the Developer shall fund the Authority's construction of the improvement by depositing such cost prior to construction as directed by the Authority.

5.3.1.3. As with the prior provisions in this MOU addressing the initial construction, plans and specifications are subject to the approval of the Authority.

5.3.1.4. Failure to construct or fund the improvement will constitute a default, and ownership of the Sewer System will pass to the Authority as provided herein.

5.3.1.5. If such improvements are installed or paid for by the Developer, the Authority agrees to increase purchase price and lease payment. The purchase price would increase by the cost of the improvements and reduced at the time of purchase in accordance with 6.2 below. To reflect the full cost of the improvement, after a showing that the costs were incurred and paid, the Unit Rent would increase by the

Cost of the Improvements / (106 Benefit Units x 10 Years).

5.3.2. <u>After the Initial Assessment Period</u>

5.3.2.1. After the Initial Assessment Period, the Authority will implement any improvement or replacement project it feels is proper and charge the users in the assessment district in the same way it charges its other sewer assessment districts.

6. Option to Purchase. The Authority shall have the option to acquire the Sewer System.

6.1. Upon Abandonment

6.1.1. The Authority may acquire the Sewer System for $1.00 upon the abandonment of the Sewer System.

6.1.2. The Developer will have abandoned the Sewer System (i) if it fails to construct the Sewer System in accord with the MOU or succeeding contracts with the Authority or (ii) if it does not pay the Developer's Subsidy, other charges, or costs to be paid by the Developer, or post a required security pursuant this MOU and the Agreement. The Developer shall have a period of thirty (30) days after written notice from the Authority to address a noticed construction defect or to pay unpaid amounts that were properly charged. Should the Developer fail to correct after notice, the Developer would be required to assign its interests in the Sewer System to the Authority to facilitate the Authority's operation and/or completion of the Sewer System. Any transfer to the Authority shall be free and clear of all liens and encumbrances. All securities that had been posted by the Developer and still in effect at the time of the abandonment shall continue.

6.1.3. Abandonment of the Sewer System shall not mean isolated, single, or non-material failures to meet requirements, but shall only mean continuing, repeated, and material failures of the construction requirements that result in a failure to complete construction in time to meet the demands of lot owners, or a reduction in Sewer System capacity and/or reliability.

6.1.4. In the event of a dispute regarding any element of a claim that the system has been abandoned, such dispute shall be determined by arbitration in the manner set forth in Article XIX of the attached Agreement.

6.2. Market Option. At any time after operation of the Sewer System commences, the Authority may purchase the Sewer System for $1,100,000 plus the improvements paid for by the Developer (paragraph 5.5.5.5, above) less 50% of the total lease payments made as of the date the purchase price is paid ("**Purchase Price**"). The Purchase Price shall not be more than the fair market value based upon the methods for valuing a utility as applied by a qualified appraiser approved by the Developer and paid by the Authority. If the Purchase Price is more than the fair market value, then the Purchase Price would be reduced to the fair market value. The terms of the sale are set forth in this MOU.

6.3. Effect of Purchase.

6.3.1. In the event the Authority exercises its option to purchase, the Developer shall indemnify and hold harmless the Authority from any alleged violations of law or regulation arising out of the construction of the Sewer System prior to the date of transfer of the Sewer System from the Developer to the Authority.

6.3.2. Should the Authority exercise its option before the Project is complete, the Authority shall negotiate with the Developer and its assignees a new operating agreement that will permit the Developer and its assignees to complete the Project.

6.3.3. The Authority shall thereafter assess properties within the Project as provided in its enabling statute and shall share the operation, maintenance, repair, and replacement costs with all property served through the Sewer System; not charge property within the Service Area for any costs related to providing service to properties outside of the Service Area, and charge the cost to acquire the Sewer System to all properties serviced by or through the Sewer System on a benefit basis.

7. Surplus Capacity

7.1. The Authority and the Developer acknowledge that the Sewer System will be designed based upon current rules and regulations of the authorities having jurisdiction and the approval of the design and construction of the Sewer System will be based upon a theoretical design capacity to provide service to the Service Area. At some time, subject to the approval of the authorities having jurisdiction, it may be determined that the Sewer System has the capability to serve additional users. Should that determination and approval by the authorities having jurisdiction occur, the Developer, with the consent of the Authority and if at that time it owns the Sewer System, will have the right to sell such additional capacity and retain the payment as a contribution towards its prior expenditures.

8. Closing. For the purposes of this MOU, closing is defined as the date the Agreement is executed.

9. Deliveries by Developer. Developer will deliver to the Authority at or before the closing the following:

9.1. Duly recorded easements in the form and substance acceptable to the Authority and its attorneys to enable the Authority to enter into the described easement areas within the

Property to enable the Authority to test, inspect, operate, maintain, repair, and replace the Sewer System and all of its components (the "**Easements**"). The location as shown on the approved subdivision and site plans for the project and scope of all easement areas are subject to the Authority's prior written approval. Such easements shall be accompanied by duly completed and executed Forms TP-584. All recording and filing fees shall be paid by the Authority.

9.2. Easements will be delivered for each section of the Project upon the filing of that section's plat. The Developer shall deliver to the Authority three (3) paper copies and one (1) electronic copy of the as-built records, including drawings; specifications; equipment, operational and maintenance manuals; inspection, test and material reports, and equipment and material guarantees and warranties for the Sewer System and its components prior to the date service will be provided from that section by the Authority.

9.3. The Maintenance Security, referenced in paragraph 2.4.5, shall be in a form acceptable to the Authority. The Maintenance Security is to guarantee the repair of defects found within one year of commencing operation of each Construction Phase of the Sewer System and shall remain in effect for a period of one (1) year from the date of acceptance by the Authority. The Maintenance Security will be surrendered to the Developer at the end of the one (1) year period. The amount of the Maintenance Security shall be in an amount equal to 20% of the construction costs for each Construction Phase.

9.4. In addition, upon acquisition of the Sewer System by the Authority, the Developer shall provide such other documentation as the Authority and its attorney shall reasonably request to insure that the Sewer System and the Easements are transferred free and clear of any and all claims, conditions, liens, or encumbrances.

10. Conditions Precedent and Responsibilities. The Authority's obligations to perform service to the Red Hook Assessment District are contingent upon the fulfillment of all conditions precedent ("**Conditions Precedent**").

10.1. Conditions Precedent. Conditions Precedent include, without limitation, the following:

10.1.1. Evidence of completion of the requirements for compliance with SEQRA;

10.1.2. Review and non-denial of the Project by the Legislature of the County of Dutchess in accordance with the provisions of Section 1124(6) of the Public Authorities Law and establishment of Zone of Assessment by the County of Dutchess consisting of all of the properties in the Service Area and amendment of the service agreement between the County of Dutchess and the Authority;

10.1.3. The Developer's receipt of all Developer Approvals, including, without limitation, approvals of the Dutchess County Department of Behavioral and Community Health (DCDBCH), and the Town of Red Hook (the "Town"), and the delivery of true copies thereof to the Authority;

10.1.4. Delivery to the Authority

i. a true copies of certificates of occupancy and/or certificates of compliance issued by the Town covering the Developer Improvements that require the same or written documentation from the Town that no such certificates are required and

ii. written documentation from the Town and any other governmental authority having jurisdiction that there are no violations against Developer Improvements, the Sewer System, or the Easements;

10.1.5. The Authority's receipt of the Deposit described in paragraph 1 above and, to the extent required by the Authority, the replenishment of the escrow fund described in paragraph 1 above;

10.1.6. The final Site Plan and initial Subdivision approval of the Property with a copy of the Plan Map as approved;

10.1.7. The Authority's receipt of the Performance Security described in paragraph 2.4 above;

10.1.8. The Developer's

i. execution and delivery to the Authority of the Easements and all other instruments and

ii. delivery to the Authority of the Developer's Subsidy Security .

10.2. Reimbursement for Authority's Expenses. The Developer understands and agrees that in the event that all Conditions Precedent referred to herein have not been fulfilled, the Developer shall be responsible for reimbursement to the Authority of all Authority Costs incurred by the Authority.

10.3. Authority's Responsibilities. Subject to the fulfillment of all Conditions Precedent, the Authority shall maintain and operate the Sewer System.

11. Authority Shall Apply to Establish a New Part County Sewer District. Following the fulfillment of the Conditions Precedent described in paragraphs 10.1.1 and 10.1.5, the Authority shall promptly apply to the Dutchess County Legislature for the establishment of a new Part County Sewer District for the Service Area and shall employ commercially reasonable efforts to enter into a service agreement with the County of Dutchess. The Developer shall take such action in support of those efforts as the Authority may reasonably request.

12. Payment for Sewer Service Will be Made to the Authority. The Developer acknowledges that once the Sewer System is put into service, the Developer or any successor developer or lot owners or homeowners who have closed on the purchase of their lots or homes in the PCSD will be obligated to pay the Authority's charges for property in the PCSD. The Authority's costs shall be assessed against all users and subdivided lots that can be provided service in the PCSD and any premises served from extensions to the PCSD.

13. Notices

13.1. Any notice or demand which either party hereto may desire to give to the other shall be deemed properly given when deposited in the United States mail, postage prepaid and certified or registered, or delivered by nationally recognized overnight courier service, or hand delivered, or sent by confirmed facsimile, addressed if to the Authority to

Dutchess County Water and Wastewater Authority
27 High Street
Poughkeepsie, New York 12601
Attention: Bridget Barclay, Executive Director

And if to Developer, to

Albert A. Natoli, P.C.
Counselor-at-Law
233 Broadway, Suite 810
New York, NY 10279-0815
Tel: 212-619-8087
Fax: 877-770-8087

and

Red Hook Acres, LLC
199 West Road, Suite 101
Pleasant Valley, New York 12569
Attention: Joseph T. Kirchhoff, Managing Member

or such other address of which a party may be notified in writing by the other party. Such notice shall be deemed to have been given upon receipt thereof by the party to whom such notice is given.

13.2. Any notice or other communication ("**Notice**") shall be in writing and either

i. sent by either party's respective attorneys who are hereby authorized to do so on their behalf or

ii. delivered to the respective addresses given in this MOU for the party to whom the Notice is to be given, or to such other address as such party shall hereafter designate by Notice given to the other party or parties pursuant to this paragraph.

14. Binding Effect; Non-Assignable. This MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The rights and obligations of the Developer under this MOU (i) may only be assigned to an affiliate or related third party, and if such entity is an LLC, it must have been authorized to do business in the State of New York, and (ii) may not be assigned without the prior written consent of the Authority.

15. Compliance with Closing Conditions. The parties hereto shall use their best efforts to comply with the respective Closing conditions to be performed on their part.

16. Termination. This MOU and all the terms and provisions thereof shall be deemed canceled and the respective rights and obligations of the parties hereunder shall cease and neither party shall have any further rights, obligations, or liabilities against or to the other hereunder or otherwise, upon the following:

16.1. Mutual Agreement – Authority and Developer may, at any time prior to the Closing Date, mutually consent to the termination of this MOU, or

16.2. Failure to Obtain Necessary Approvals - In the event any of the consents, approvals, and authorizations of any nature required in connection with this transaction are (i) not issued on or before the Closing Date or after a reasonable postponement agreed upon by both parties or (ii) granted on conditions not expressed or contemplated in

this MOU including, but not limited to, payments or refunds to customers (unless such conditions are acceptable to the party charged therewith).

16.3. Time - Five (5) years after the date on which this MOU is signed unless the Agreement referenced herein is implemented or unless extended by agreement by both parties.

17. Recording. This MOU with attachments and the Agreement when executed shall be recorded in the office of the County Clerk. The cost for recording these documents is the responsibility of the Authority.

18. No Third Party Beneficiaries. Nothing contained in this MOU is intended or shall be construed to give any person, corporation, or other entity, other than the parties hereto and their respective successors, any legal or equitable right, remedy, or claim under or in respect of this MOU or any provision herein contained; this MOU being intended to be and being for the sole and exclusive benefit of the parties hereto and their respective successors and for the benefit of no other person, corporation, or other entity.

19. Law to Govern and Venue. This MOU shall be governed by and construed and enforced in accordance with the laws of the State of New York. The venue for any action brought relating to this MOU shall be the County of Dutchess.

20. Counterparts. This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. Paragraph Headings. The paragraph headings in this MOU are for convenience of reference only and shall not be deemed to alter or affect any provision thereof. Reference to numbered "paragraphs", "subparagraphs", and "Schedules" refer to paragraphs and subparagraphs of this MOU and Schedules annexed hereto.

22. Miscellaneous.

22.1. This MOU incorporates all of the parties' prior understandings, agreements, and representations, whether oral or written, which are hereby merged into this MOU, which contains the entire agreement and understanding of the parties.

22.2. If any provision, sentence, term, clause, or word of this MOU shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, sentence, term, clause, or word herein, and this MOU shall be enforced, to the maximum extent possible by law, with reference to the original intention of the parties hereto, from a reading of

the entire MOU, including any such provision, sentence, term, clause, or word held to be invalid.

22.3. This MOU may not be changed, altered, amended, waived, terminated, or otherwise modified unless the same shall be in writing and signed by each party hereto.

22.4. Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this MOU may require it.

22.5. This MOU shall not be binding or effective until duly executed and delivered by Developer and Authority.

22.6. Developer and Authority shall comply with IRC reporting requirements, if applicable. This Subparagraph shall survive Closing.

22.7. Each party shall, at any time and from time to time, execute, acknowledge where appropriate, and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this MOU. This subparagraph shall survive Closing.

IN WITNESS WHEREOF, the parties hereto have executed this MOU and affixed their corporate seals the day and year first above written.

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

By: _____
Name: Bridget Barclay
Title: Executive Director

RED HOOK ACRES, LLC

By: _____
Name: JOSEPH T. KARCHNOFF
Title: MANAGER

Mr. Roger Hoffman, Property Owner

By: _____
Name: Mr. Roger Hoffman

STATE OF NEW YORK :

: ss.

COUNTY OF DUTCHESS:

On the 28th day of Sept, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared BRIDGET BARCLAY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

PAMELA ANN COMPASSO
Notary Public, State of New York
Reg. #01CO6318571
Qualified in Dutchess County
Commission Expires 1/ 24/19

Pamela Compasso
Notary Public

STATE OF NEW YORK :

: ss.

COUNTY OF DUTCHESS:

On the 28th day of Sept, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Joseph T. Kirchhoff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

PAMELA ANN COMPASSO
Notary Public, State of New York
Reg. #01CO6318571
Qualified in Dutchess County
Commission Expires 1/ 24/19

Pamela Compasso
Notary Public

STATE OF NEW YORK :

: ss.

COUNTY OF DUTCHESS:

On the 28th day of September, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared ROGER HOFFMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in

her capacity, and that by her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Legal Description

[of the Property on which the Project is located]

WELCH SURVEYING
7 ORLICH ROAD
RED HOOK, NEW YORK 12571
(845) 876-1000 FAX: (845) 758-1342
E-mail: WelchSurv@aol.com

Property Description prepared for
Red Hook Acres, LLC
Outbounds Description, including Lot 103

Being all that piece, parcel or tract of land situate in the Town of Red Hook, County of Dutchess and State of New York, and being bounded and described as follows:

Beginning at a point on the southerly line of Old Farm Road, said point being the intersection of the westerly line of Lot 1 as shown on Filed Map No. 9147-B, lands now or formerly of Steve Hoffman Properties, LLC, Document No. 02 2013 2002 with the southerly line of Old Farm Road and being a northeasterly corner of the herein described premises; thence along the westerly and northerly lines of Lot 1 as shown on said map the following four courses and distances, South 08 degrees 35' 46" West 87.28 feet to a point; thence North 81 degrees 24' 13" West 84.23 feet to a point; thence South 08 degrees 35' 46" West 76.98 feet to a point; thence North 81 degrees 24' 13" West 265.54 feet to a point, said point being a northwesterly corner of Lot 1; thence along the westerly and southerly lines of Lot 1 as shown on said map the following two courses and distances, South 09 degrees 02' 51" West 193.03 feet to a point, said point being the southwesterly corner of Lot 1; thence South 81 degrees 24' 13" East 307.06 feet to a point, said point being the southeasterly corner of Lot 1 and being on the westerly line of Lot 2 as shown on Filed Map No. 8957, lands now or formerly of Lyceum Six Partners, Document No. 02 1991 2693; thence along the westerly line of Lot 2 as shown on said map, South 08 degrees 35' 46" West 395.82 feet to a point, said point being the southwesterly corner of Lot 2 and being on the northerly line of Lot 21 as shown on Filed Map No. 2909, said point being the southeasterly corner of the herein described premises; thence along the northerly lines of Lots 21, 22, 23 and 24 as shown on Filed Map No. 2909, North 75 degrees 19' 45" West 373.97 feet to a point, said point being the southeasterly corner of Lot 26 as shown on Filed Map No. 2909 and being a southwesterly corner of the herein described premises; thence along the easterly line of Lots 26, 27, 28 and 29 as shown on said map, North 09 degrees 02' 51" East 431.73 feet to a point, said point being the northeasterly corner of Lot 29 as shown on said map; thence along the northerly line of Lot 29 and along the northerly line of lands now or formerly of Dutchess County Water and Wastewater Authority, Document No. 02 2000 6186, North 83 degrees 01' 20" West 527.97 feet to a point, said point being the northeasterly corner of lands now or formerly of Arnold M. and Alice B. Colburn, Document No. 02 2006 6610; thence along the northerly line of said lands now or formerly of Colburn, and along the northerly line of Parcel B as shown on Filed Map No. 6202, lands now or formerly of Franz N. and Mary K. Stoppenbach, Liber 1715 page 525, partly along a stone wall and partly along remains of a wire fence, the following three courses and distances, North 83 degrees 59' 57" West 34.72 feet to a point; thence

North 83 degrees 38' 36" West 456.45 feet to a point; thence North 10 degrees 22' 54" East 66.00 feet to a point; thence partly along remains of wire fence, North 65 degrees 21' 16" West 768.90 feet to a point, said point being on the easterly line of Lot 3 as shown on Filed Map No. 9526-C, and being the southwesterly corner of the herein described premises; thence along the easterly lines of Lot 3 and Lot 5 as shown on said map, North 23 degrees 38' 54" East 1096.96 feet to a point, said point being the northwesterly corner of the herein described premises; thence along the southerly line of Lot 5 as shown on Filed Map No. 9526-C, and along the southerly lines of Lots 2, 3, 4, 5, and 6 as shown on Filed Map No. 8162, the following two courses and distances, South 79 degrees 34' 17" East 1228.66 feet to a point; thence North 71 degrees 16' 42" East 26.42 feet to a point, said point being on the westerly line of Old Farm Road, aforementioned, and being the northeasterly corner of the herein described premises; thence along the westerly line of Old Farm Road the following, South 17 degrees 55' 22" East 931.11 feet to a point; thence along a curve to the left, having a radius of 300.00 feet and a chord of South 44 degrees 37' 47" East 269.66 feet, an arc length of 279.68 feet to the point or place of beginning.

Containing 52.052 acres

Schedule B

[Operating Agreement and Lease]

APPENDIX "E"

DUTCHESS COUNTY
PART COUNTY SEWER DISTRICT #11
Tradition at Red Hook Sewer System

PRELIMINARY ENGINEERING REPORT

(Excerpt of Preliminary Engineering Report for the Hoffman Property Subdivision; Poughkeepsie, NY: LRC Group, rev. 8/26/2015)

EXCERPT OF

PRELIMINARY ENGINEERING REPORT

For:

"HOFFMAN PROPERTY SUBDIVISION"

Located at:

19, 25, & 45 Old Farm Road
Town of Red Hook, Dutchess County, New York
Tax ID 6272-00-103351, 191306, & 204261

Dated:
June 5, 2015
Revised: August 26, 2015

Prepared For:
Kirchhoff Properties, LLC

199 West Road, Suite 101
Pleasant Valley, NY 12569

PREPARED BY:

Land Planning ~ Civil Engineering~ Environmental Services ~Surveying Services ~ Landscape architecture

85 Civic Center Plaza, Suite 103
Poughkeepsie, NY 12601
Phone 845-243-2880
Fax 845-265-8175

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Appendix D – System Design Calculations

1.0 INTRODUCTION

1.1 Location

The subject property consists of three (3) existing parcels with a total of 52.05 acres located at 19, 25 and 45 Old Farm Road, in the Town of Red Hook, Dutchess County, New York. The property is identified as Tax Parcels 6272-00-204261, 191306 and 103351 according to Dutchess County Parcel Access records. The property is shown on Filed Map 9147 and 9147A according to the records of the Dutchess County Clerk's Office. The project has UTM coordinates of 592416 Easting and 4648670 Northing. The properties are located within the TND Residential and TND Commercial Center Zoning Districts.

The property abuts the Village of Red Hook to the north which is served by the Village Water System. The property also abuts the existing Rokeby Residential Community to the south. The Rokeby Subdivision has a water supply system controlled by the Dutchess County Water Wastewater Authority as Zone of Assessment F.

1.2 Existing Conditions Summary

19 Old Farm Road is the most developed of the three existing parcels. The 8.4 ± acre property is the location of the Hoffman Barn Sale - Antiques Store. The property is not currently equipped with sewer or water. 25 Old Farm Road is a 1.0 ± acre lot which has an existing 3 bedroom single family home. The single family home is serviced by a private well and subsurface sewage disposal system on the property. The larger 42.6 ± acre property located at 45 Old Farm Road is currently undeveloped and has been primarily used for farming purposes.

Elevations at the site are relatively flat with the high side of the site being the north east corner along Old Farm Road and the border with the Village of Red Hook. Elevations fluctuate and drop slightly as you travel from north to south and east to west with the low point being the existing New York State Department of Environmental Conservation (NYSDEC) wetland located on the western side of the property.

Soils found at the site have been classified by the United States Department of Agriculture (USDA) Soil Survey of Dutchess County, New York. The following soils groups are present, based on the afore-noted mapping:

1. Ca: Canandaigua silt loam, neutral substratum
    a. These soil formations consist of very deep, concave, and very poorly drained soils that formed in silty and clayey glaciolacustrine deposits. Slopes are typically smooth in the range of 0 to 3 percent.

2. HeA: Haven loam, nearly level
    a. These soil formations consist of very deep, convex, and well drained soils that formed in loamy glaciofluvial deposits over sandy and gravelly glaciofluvial deposits. Slopes are typically in the range of 0 to 3 percent.

3. Pc: Palms muck
    a. These units consist of very deep and very poorly drained soils that formed in organic material over loamy glacial drift deposits. They commonly range from 0 to 3 percent slopes.

The nearest water body is a farm pond located within the DEC wetland which will not be altered as part of this project. The farm pond is not a mapped water body. There is one NYSDEC wetland located on the western portion of the site identified as NYSDEC wetland KE-3. The wetland and its 100 foot adjacent area are 24.88 acres of the 52.05 acres. There is no proposed disturbance within the wetland or its adjacent buffer. There are no mapped floodplains on the project site.

1.3 Existing Demand

The existing sewer and water demand for the three properties comprising the future Hoffman Property Subdivision are very minimal. As stated above the existing antique shop located at 19 Old Farm Road does not currently have any sewer or water demand. The single family home is not metered but existing maximum day demand is estimated at less than 300 gallons. The existing private well will be abandoned in accordance with Dutchess County Department of Health standards. A well abandonment application has been included in **Appendix B**.

1.4 Proposed Project Description

The proposed project will create a "Traditional Neighborhood Residence" project consisting of 102 new residential lots. The planned project will consist of single family homes, cottages, and townhouses as outlined within the TND District Regulations.

The single family home, its well and septic field, currently located at 25 Old Farm Road, will be removed as part of this project. The existing commercial use located at 19 Old Farm Road will remain on a new 1.25 acre portion of tax lot 6272-00-204261. This use is consistent with the TND Commercial Center Zoning. The project also proposes civic space with a mix of squares, green space and a community center. In addition to the civic space approximately 39.05 acres of the site will remain open space.

Based on the location of the project, the water supply system has been designed to create a connection to the existing Village of Red Hook water distribution system. The project offers unique benefits to the Village and Rokeby water systems as it can be used as a conduit to connect these two independent systems in the future. The proposed water system is further described in section 2.4 below. The new development will be served by a new gravity sewer collection system and a new community subsurface sewage disposal system which will be described in section 3.3 of this report.

2.0 WATER SERVICE

2.1 Domestic Water Demand

The estimated water demand design rates are based on a 75 gallon per capita per day (GPCD) for a metered public water supply. According to US census data the average occupancy per home is 2.6 persons for New York State and is also 2.6 persons per home for Owner Occupied Homes in Red Hook. A 20% additional demand was added to account for water loss. The average day water demand is 23,868 or 24,000 GPD. A 2 time peaking factor has been applied to the water system design for a max day of 48,000 GPD. Detailed Calculations can be found in **Appendix D.**

The water system is designed to include all of the proposed residential units. The existing antiques center at 19 Old Farm Road will not be provided with a water connection. Should water supply be needed in the future there is adequate space onsite to provide a private well for the commercial component.

There is a proposed community building which will hold homeowners activities such as monthly board meetings, birthdays, bridal showers, book clubs, etc. The community building will not include a ballroom or large event space. The community building will be used by the residents of the community and will not generate additional wastewater flows.

2.2 Fire Suppression

Water supply for fire suppression will be provided in accordance with NFPA 1142 "Standards on Water Supply for Suburban and Rural Fire Fighting", 2012. The existing Village water system does not currently have the capacity to provide fire flows. The project has been presented to the Town of Red Hook Fire Department. The department has acknowledged that the domestic water supply system will not provide adequate fire flows and that the water supply for fire suppression will be provided using available mobile water supply apparatus. This method is acceptable according to NFPA 1142 and is used to provide fire flow throughout the Town of Red Hook.

The applicant has however agreed to size the water distribution system to accommodate fire flows and to provide fire hydrants throughout the proposed system should fire flows become available in the future. Until such time fire flows are available, the hydrants will be banded to indicate they will have limited municipal fire flow capacities.

2.3 Water Source and Treatment

The proposed project will connect to the Village of Red Hook Water Distribution System. The Village operates under Water Supply Permit # PN 3-1348-00158-00001. Based on January 2014 Report completed by CT Male, "Firehouse Lane Well Field Water Supply Report" the Village has an available water supply of 475,200 GPD with the largest well out of service. The Village has a max day water demand of 383,000 GPD and a committed flow of 44,000 GPD for Anderson Commons and several smaller projects. The Village has a surplus capacity of 48,200 GPD which exceeds the max day demand of 48,000 GPD for the proposed project. An additional well has been constructed and will further expand the Village's available capacity.

The Village has an existing water treatment and storage system. The applicant is working with the Village of Red Hook engineer to determine what if any improvements will be required for the proposed connection.

2.4 Recommended Improvements

The water system will connect to the Village of Red Hook water distribution system located at the intersection of Old Farm Road and Cambridge Drive. A new, metered water connection, with backflow prevention, will be made with a new 8" water distribution system throughout the proposed project. As stated above the project will construct fire hydrants in critical points throughout the distribution system should fire flows become available in the future.

3.0 WASTEWATER SERVICES

3.1 Wastewater Generation

The estimated sewer demand design rates follow the guidelines established by the NYSDEC in the "New York State Design Standards for Intermediate Sized Wastewater Treatment Systems" March 5, 2014. The proposed demand for the project has been calculated in accordance with section B.6.b Design flow method 3. Flow rates can be determined using water usage data collected from similar operations.

We evaluated a similar development in the vicinity of the proposed project. The Rokeby Water System is located in the Town of Red Hook, Dutchess County, NY. Constructed in the 1960's and 70's, it was acquired by the Dutchess County Water and Wastewater Authority in 2000 as Zone of Assessment F of the County Water District. We evaluated over five years of water usage records from the Rokeby residential development.

The Rokeby water system has 55 – 3 bedroom residential properties and one commercial parcel. The homes all consist of 3 bedroom homes as shown on Filed Map 2909. The development is analogous is terms of the house size, location, and demographics. The water usage records are a conservative representation of the flow rates we would expect at the new developed as the proposed project will incorporate modern water saving fixtures.

The commercial property has an average daily flow of 680 GPD according to the DCWWA. The water records showed each residential unit had an average water usage of 126 GPD. We are using a conservative design value of 135 GPD per home. It should be noted the recorded water usage has dropped significantly after the DCWWA replaced the water meter in 2013. Flow data for the Rokeby water system is provided in **Appendix A.**

To determine the max day peaking factor we have evaluated the max day for each month and averaged that to determine the max day for the year. Taking the average of the max day for each month is an accepted practice as there is some error in recording times and extraneous events such as hydrant flushing. The "average" max day for the year was then compared with the average flow for the entire year. Over the two years studied, the max day factor was determined to be 1.50. A conservative value of 1.55 has been used for the design.

Additional sewage flow has been provided for a future connection to the existing antiques center to remain at 19 Old Farm Road. The existing building currently has no sewer or water connection. As a result of the proposed subdivision the lot will become less than fire acres. The new lot will not have the space needed to provide a private SDS. As such capacity has been added to the SDS design to account for a future connection if needed. The total sewer demand for the project is 21,744 GPD. Detailed calculations are included in **Appendix D.**

3.2 Existing Wastewater Treatment

The existing single family home family home located at 25 Old Farm Road is proposed to be demolished. The existing septic tank will be pumped out and removed or filled with granular material and the SDS will be abandoned.

3.3 Recommended Improvements

Sanitary wastewater from the proposed development will be treated by a new community subsurface sewage disposal system. The system has been designed in accordance with NYSDEC "Design Standards for Intermediate-Sized Wastewater Treatment Systems" March 5, 2014. The project will include a new gravity collection system, central septic tanks, a pump chamber, and leaching fields. The system will be installed as an alternating field system which will improve performance and increase the life span of the system by allowing time for each field to rest.

Collection System

The community will be served by a conventional 8" diameter gravity sewage collection system, to convey raw, sanitarily wastewater to a central location for subsequent treatment and disposal. All connections will have rubber gaskets conforming to ASTM D-3212. The line has been designed with a minimum slope of 0.4% in accordance with Ten State Standards "Recommended Standards for Wastewater Facilities, 2004". This design, as opposed to a STEP system, will better facilitate connection to a regional facility should one become available in the future.

Treatment

Primary treatment will be provided by a series of conventional septic tanks. The tanks have been sized in accordance with NYSDEC "Design Standards for Intermediate-Sized Wastewater Treatment Systems" March 5, 2014. For flows exceeding 15,000 gallons per day the required septic tank size must equal the total design flow. The system will include six (6) 4,000 gallon septic tanks in three (3) flow paths, with a total capacity of 24,000 gallons. The three flow paths will allow the septic tanks to be installed in three stages as the project phasing is implemented.

Soil Testing

The LRC Group completed deep tests on February 4, 2010. The deep tests were witnessed by Mr. James Napoli, P.E. from the Dutchess County Department of Health (DCDOH). On September 12, 2012 LRC conducted percolation tests. Deep and Percolation tests were conducted at the locations of the proposed septic field and expansion areas.

Based on the field test data, the amount of native material present at the site is consistent with the requirements for a traditional absorption trench or absorption bed system with no fill pad. The deep tests showed the native soil is over 8 foot deep and no rock or water was encountered in the location of the proposed improvements. The percolation tests conducted on September 12, 2012 are consistent and range between 1 and 3 minutes. The results of the deep and percolation tests can be found in **Appendix C** of this report.

Subsurface Disposal System

The subsurface disposal system will be designed and constructed to treat 150% of the design flow in three (3) field areas. On an annual basis one area will be rested while the other two remain in use. Allowing a resting period will extend the functional life of the system and is recommended by the NYSDEC. We are requesting a 20% reduction in the size of the distribution lines due to the use of an alternating field system.

Using the field percolation rate of 1-5 minutes, the primary system has been designed to include thirty-eight (94) rows at a length of 94 linear feet for a total length of 11,562 feet. Full design calculations can be found in **Appendix D** of this report.

Expansion System

The expansion system has been designed to treat 50% of the design flow. Should one of the three (3) primary fields fail, the expansion area can be constructed and the soil in the failed area can be restored.

Using the field percolation rate of 1-5 minutes, the expansion system has been designed to include thirteen (42) rows at a length of 94 linear feet for a total length of 3,948 feet. Full design calculations can be found in **Appendix D** of this report.

The system will include a pump chamber between the septic tanks and the sewer fields. The pump chamber will dose the system. Detailed design information and calculations will be provided with the final engineers report.

4.0 CONCLUSSIONS

This engineer's report has detailed the proposed sewer and water supply for the Hoffman Property Subdivision. The proposed design is in substantial compliance with the requirements of the Town of Red Hook, NYSDEC, and the DCDOH.

APPENDIX D

System Design Calculations

85 Civic Center Plaza, Suite 103
Poughkeepsie, NY 12601
Phone: (845) 243-2880
Fax: (845) 265-8175

LRC GROUP

Land Planning ~ Civil Engineering ~ Environmental Services
Land Surveying ~ Landscape Architecture

Project:	Hoffman Property		Project #:	12-1263	
Calculations by:	SMO	Checked by:	RM	Date:	06.03.15

PROPOSED WATER DESIGN FLOWS

Average Daily Flow		
Number of Units	102	
Persons Per House[1]	2.6	
Flow Per Unit	75	GPD
Average Day Flow	19890	GPD
Design Flow[2]	23868	GPD
Use Avg. Day	**24000**	**GPD**

Max Daily Flow		
Max Day Flow[3]	47736	GPD
Use Max Day	**48000**	**GPD**

[1] According to census data the average occupancy per home is 2.6 persons for New York State and is also 2.6 persons per home for Owner Occupied Homes in Red Hook

[2] 20% Added for potential water loss.

[3] Max day based on two (2) times average day demand.

85 Civic Center Plaza, Suite 103
Poughkeepsie, NY 12601
Phone: (845) 243-2880
Fax: (845) 265-8175

LRC GROUP

Land Planning ~ Civil Engineering ~ Environmental Services
Land Surveying ~ Landscape Architecture

Project:	Hoffman Property			Project #:	12-1263
Calculations by:	SMO	Checked by:	REM	Date:	06.03.15

Location:	19, 25, 45 Old Farm Road
Parcel ID:	6267-00-204261
project:	Traditional Neighborhood Development

Flow per Unit[1]:	209.25	GPD	
Proposed Units:	102		
Residential Flow:	21343.5	GPD	
Ex Commercial	5000	SQ FT	Antique Center at 19 Old Farm Road to Remain
Design Rate:	0.08	GPD / SQ FT	
Commercial Rate:	400	GPD	
TOTAL RATE:	**21,744**	**GPD**	

[1] Flow per unit is based on 1.55 times the average daily flow for the Rokeby subdivision. The Rokeby subdivision is analogous to the proposed project in many ways as described in the engineers report.

85 Civic Center Plaza, Suite 103
Poughkeepsie, NY 12601
Phone: (845) 243-2880
Fax: (845) 265-8175

LRC GROUP

Land Planning ~ Civil Engineering ~ Environmental Services
Land Surveying ~ Landscape Architecture

Project:	Hoffman Property	Project #:	12-1263
Calculations by:	SMO Checked by: REM	Date:	06.03.15

SSDS DESIGN CALCULATIONS			
Total Design Flow:	21,744	GPD	
Septic Tank Required:	21,744	GALLONS	
Standard Tank Size:	24,000	GALLONS	(6*4,000 Gallons)
Perc Rate:	5	Min	
App Rate:	1.20	gal/day/sq ft	

SDS System			
Bottom Area:	18,120	SQ FT	GPD/Application rate
20% reduction:	15,100	SQ FT	for alternative field system
Required Trench Length:	7,550	LF	
Required Primary:	11,325	LF	150% for Primary
Expansion length:	3,775	LF	50% for Expansion

Primary System	
Length of Rows:	94
Number of Rows:	123
Total Length:	11,562

ExpansionSyetm	
Length of Rows:	94
Number of Rows:	42
Total Length:	3,948

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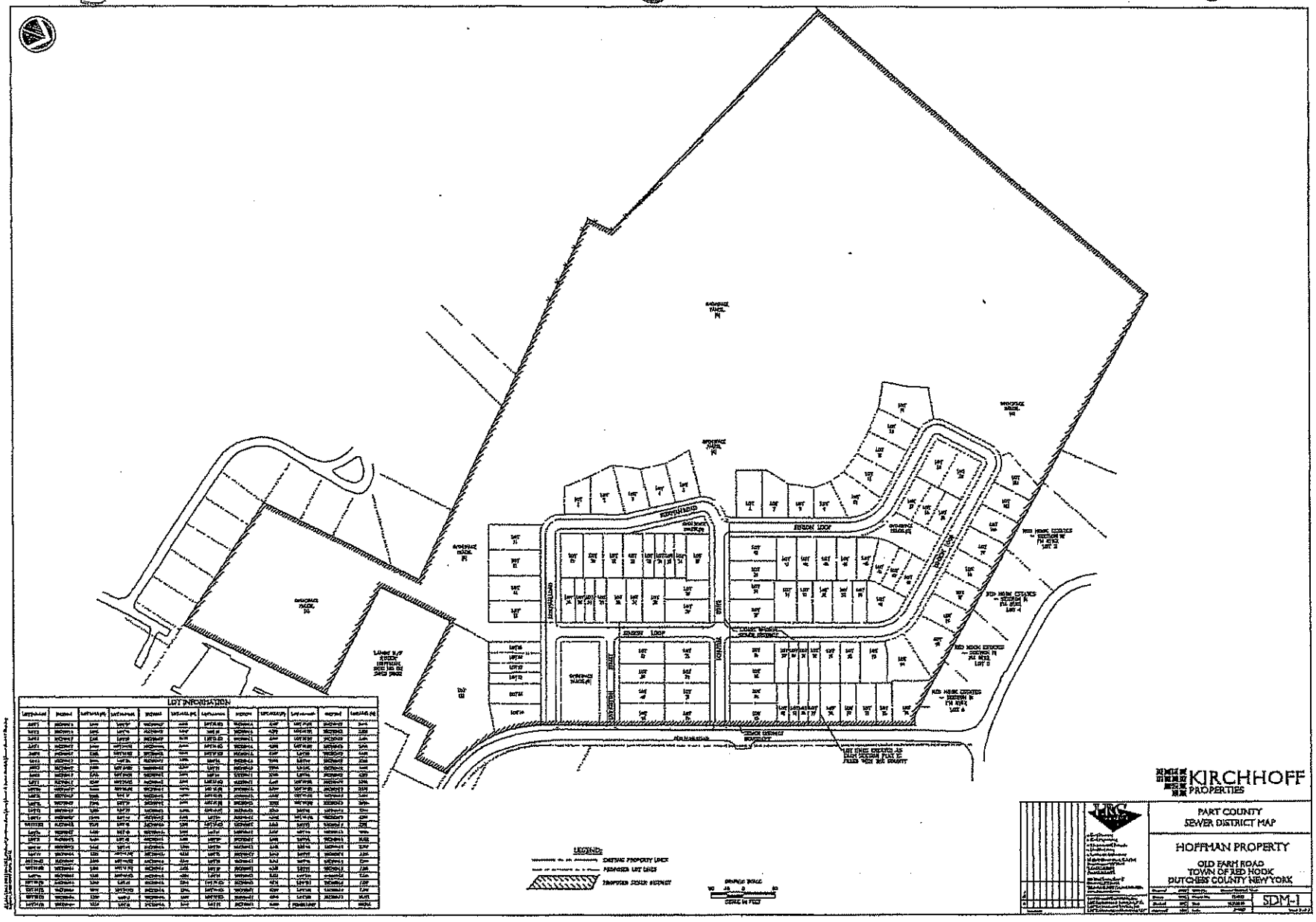
EXHIBIT A

TRADITIONS AT RED HOOK

PART COUNTY SEWER DISTRICT 11


LOT INFORMATION
LEGEND:
EXISTING PROPERTY LINES
PROPOSED LOT LINES
PROPOSED SEWER DISTRICT
SCALE IN FEET
KIRCHHOFF PROPERTIES
PART COUNTY SEWER DISTRICT MAP
HOFFMAN PROPERTY
OLD FARM ROAD
TOWN OF RED HOOK
DUTCHESS COUNTY NEW YORK
SDM-1

WELCH SURVEYING
7 ORLICH ROAD
RED HOOK, NEW YORK 12571
(845) 876-1000 FAX: (845) 758-1342
E-mail: WelchSurv@aol.com

Property Description prepared for
Red Hook Acres, LLC
Outbounds Description, including Lot 103

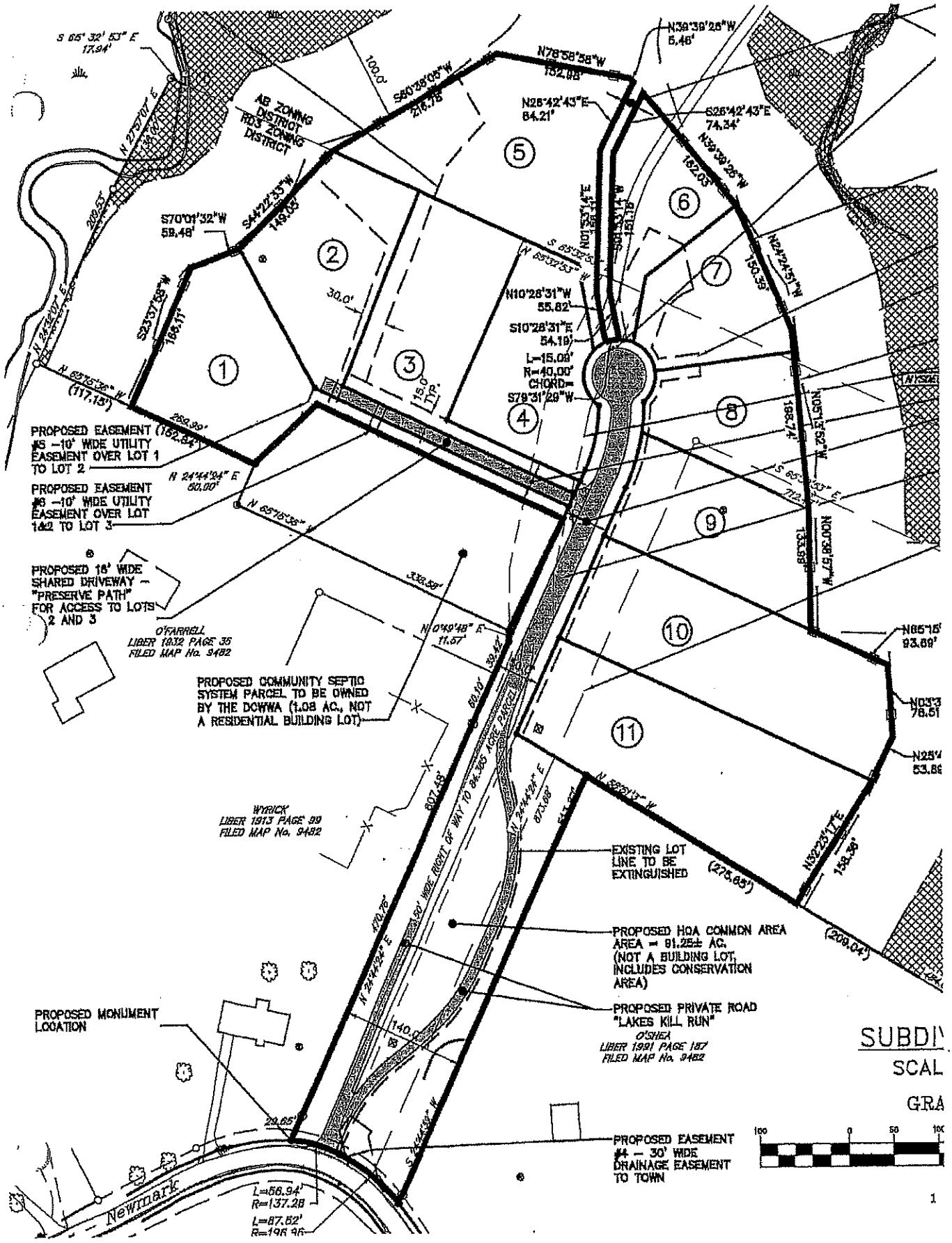
Being all that piece, parcel or tract of land situate in the Town of Red Hook, County of Dutchess and State of New York, and being bounded and described as follows:

Beginning at a point on the southerly line of Old Farm Road, said point being the intersection of the westerly line of Lot 1 as shown on Filed Map No. 9147-B, lands now or formerly of Steve Hoffman Properties, LLC, Document No. 02 2013 2002 with the southerly line of Old Farm Road and being a northeasterly corner of the herein described premises; thence along the westerly and northerly lines of Lot 1 as shown on said map the following four courses and distances, South 08 degrees 35' 46" West 87.28 feet to a point; thence North 81 degrees 24' 13" West 84.23 feet to a point; thence South 08 degrees 35' 46" West 76.98 feet to a point; thence North 81 degrees 24' 13" West 265.54 feet to a point, said point being a northwesterly corner of Lot 1; thence along the westerly and southerly lines of Lot 1 as shown on said map the following two courses and distances, South 09 degrees 02' 51" West 193.03 feet to a point, said point being the southwesterly corner of Lot 1; thence South 81 degrees 24' 13" East 307.06 feet to a point, said point being the southeasterly corner of Lot 1 and being on the westerly line of Lot 2 as shown on Filed Map No. 8957, lands now or formerly of Lyceum Six Partners, Document No. 02 1991 2693; thence along the westerly line of Lot 2 as shown on said map, South 08 degrees 35' 46" West 395.82 feet to a point, said point being the southwesterly corner of Lot 2 and being on the northerly line of Lot 21 as shown on Filed Map No. 2909, said point being the southeasterly corner of the herein described premises; thence along the northerly lines of Lots 21, 22, 23 and 24 as shown on Filed Map No. 2909, North 75 degrees 19' 45" West 373.97 feet to a point, said point being the southeasterly corner of Lot 26 as shown on Filed Map No. 2909 and being a southwesterly corner of the herein described premises; thence along the easterly line of Lots 26, 27, 28 and 29 as shown on said map, North 09 degrees 02' 51" East 431.73 feet to a point, said point being the northeasterly corner of Lot 29 as shown on said map; thence along the northerly line of Lot 29 and along the northerly line of lands now or formerly of Dutchess County Water and Wastewater Authority, Document No. 02 2000 6186, North 83 degrees 01' 20" West 527.97 feet to a point, said point being the northeasterly corner of lands now or formerly of Arnold M. and Alice B. Colburn, Document No. 02 2006 6610; thence along the northerly line of said lands now or formerly of Colburn, and along the northerly line of Parcel B as shown on Filed Map No. 6202, lands now or formerly of Franz N. and Mary K. Stoppenbach, Liber 1715 page 525, partly along a stone wall and partly along remains of a wire fence, the following three courses and distances, North 83 degrees 59' 57" West 34.72 feet to a point; thence

EXHIBIT A

PRESERVES AT LAKES KILL

PART COUNTY SEWER DISTRICT 12


S 65° 32' 53" E
17.94'
N 27°57'07" E
209.53'
N 24°44'07" E
S 60°28'05" W
216.78'
100.0'
N78°58'58"W
152.98'
N39°39'26"W
5.46'
AB ZONING DISTRICT
RD3 ZONING DISTRICT
N26°42'43"E
84.21'
S26°42'43"E
74.34'
N39°39'26"W
182.05'
S70°01'32"W
59.48'
S44°22'33"W
149.03'
S23°37'58"W
166.11'
N 65°15'26" W
(117.15')
269.90'
30.0'
N 24°44'04" E
50.00'
N 65°15'26" W
S 65°32'53" W
N10°28'31"W
55.82'
S10°28'31"E
54.19'
L=15.09'
R=40.00'
CHORD=
S79°31'29"W
15.0' TYP.
N01°53'14"E
N24°24'53"W
150.35'
186.74'
N 25°51'50"W
S 65°
N00°38'57"W
133.59'
N85°15'
93.69'
N03°3
78.51
N25°
53.86
N32°23'17"E
138.38'
(209.04')
N 65°15'26" W
(275.65')
N 62°21'13" W
PROPOSED EASEMENT (152.84') #5 –10' WIDE UTILITY EASEMENT OVER LOT 1 TO LOT 2
PROPOSED EASEMENT #6 –10' WIDE UTILITY EASEMENT OVER LOT 1&2 TO LOT 3
PROPOSED 18' WIDE SHARED DRIVEWAY – "PRESERVE PATH" FOR ACCESS TO LOTS 2 AND 3
O'FARRELL
LIBER 1932 PAGE 35
FILED MAP No. 9482
338.58'
N 0°49'48" E
11.57'
39.42'
60.00'
PROPOSED COMMUNITY SEPTIC SYSTEM PARCEL TO BE OWNED BY THE DCWWA (1.08 AC., NOT A RESIDENTIAL BUILDING LOT)
WYRICK
LIBER 1913 PAGE 99
FILED MAP No. 9482
807.48'
N 24°44'24" E
87.68'
EXISTING LOT LINE TO BE EXTINGUISHED
PROPOSED HOA COMMON AREA AREA = 81.25± AC. (NOT A BUILDING LOT, INCLUDES CONSERVATION AREA)
PROPOSED PRIVATE ROAD "LAKES KILL RUN"
O'SHEA
LIBER 1991 PAGE 187
FILED MAP No. 9482
PROPOSED MONUMENT LOCATION
140.0'
29.65'
S 44°44'49" W
PROPOSED EASEMENT #4 – 30' WIDE DRAINAGE EASEMENT TO TOWN
Newmark
L=56.94'
R=137.28'
L=87.62'
R=196.96'
SUBDI
SCAL
GRA
100
0
50
100

Preserve at Lakes Kill Sewer District

All that certain plot, piece or parcel of land situate, lying and being in the Town of Red Hook, County of Dutchess, and State of New York, bounded and described as follows:

Beginning at a point on the northerly bounds of Feller-Newmark Road, said point being the southeast of the lands, now or formerly, Wyrick (Tax ID: 6372-00-688938);

Thence along the same and along the lands, now or formerly, of O'Farrell (Tax ID:6372-00-662950) in part the following four (4) courses:

1. N 24° 44' 24" E for a distance of 599.92 feet to a point;
2. N 00° 49' 48" E for a distance of 11.57 feet to a point;
3. N 65° 15' 36" W for a distance of 338.58 feet to a point and
4. N 24° 44' 24" E for a distance of 50.00 feet to a point;

To a point, said point being located on the southerly bounds of the lands, now or formerly, of The Preserve at Lakes Kill LLC (Tax ID: 6372-00-718975) Thence through the same and through other lands, now or formerly, of The Preserve at Lakes Kill, LLC (Tax ID: 6373-00-790095) the following twenty-two (22) Courses:

1. N 65° 15' 36" W for a distance of 152.84 feet to a point;
2. N 23° 37' 58" E for a distance of 166.11 feet to a point;
3. N 70° 01' 32" E for a distance of 59.48 feet to a point;
4. N 44° 22' 33" E for a distance of 149.05 feet to a point;
5. N 60° 38' 05" E for a distance of 216.78 feet to a point;
6. S 78° 58' 58" E for a distance of 152.98 feet to a point;
7. S 39° 39' 26" E for a distance of 5.46 feet to a point;
8. S 26° 42' 43" W for a distance of 84.21 feet to a point;
9. S 01° 53' 14" W for a distance of 156.11 feet to a point;
10. S 10° 28' 31" E for a distance of 55.82 feet to feet to the beginning of a non-tangential curve,
11. Said curve turning to the right having a radius of 40.00 feet, an arc length of 15.09 feet, a chord bearing N 79° 31' 29" E for a distance of 15.00 feet to a point;
12. N 10° 28' 31" W for a distance of 54.19 feet to a point;
13. N 01° 53' 14" E for a distance of 151.18 feet to a point;
14. N 26° 42' 43" E for a distance of 74.34 feet to a point;
15. S 39° 39' 26" E for a distance of 162.03 feet to a point;
16. S 24° 24' 51" E for a distance of 150.39 feet to a point;
17. S 05° 13' 52" E for a distance of 198.74 feet to a point;
18. S 00° 38' 57" E for a distance of 133.99 feet to a point;
19. S 65° 15' 36" E for a distance of 93.69 feet to a point;
20. S 03° 34' 52" E for a distance of 78.51 feet to a point;
21. S 25° 47' 29" W for a distance of 53.89 feet to a point and
22. S 32° 23' 17" W for a distance of 158.36 feet to a point;

To a point, said point being located on the northerly bounds of the lands, now or formerly, of O'Shea (Tax ID: 6372-00-724915) Thence along the same N 58° 51' 03" W for a distance of 275.65 feet and S 24° 44' 39" W for a distance of 513.54 feet to the beginning of a non-tangential curve,

Said curve turning to the left having a radius of 196.95 feet and arc length of 87.52 and whose long chord bears N 50° 52' 33" W for a chord distance of 86.80 feet to the beginning of a non-tangential curve.

Said curve turning to the left having a radius of 137.28 feet, an arc length of 56.94 feet and whose long chord bears N 73° 56' 07" W for a distance of 56.54 feet to the point or place of Beginning.

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY
27 HIGH STREET
POUGHKEEPSIE, NEW YORK 12601
Tel. (845) 486-3601
Fax (845) 486-3610

MEMORANDUM

TO:	Executive Office
cc:	County Attorney
FROM:	Bridget Barclay, Executive Director
DATE:	August 13, 2019
RE:	Resolution Requests: Re-adoption of a Resolution to Create Part County Sewer District # 11 (Tradition at Red Hook Sewer System)

The Authority is requesting that the Legislature re-adopt a resolution to establish Part County Sewer District #11, in order to correct a jurisdictional defect in the previous district creation proceedings.

By Resolution No. 2019036 (attached) the Legislature established Part County Sewer District #11, with such Resolution subject to permissive referendum. It was subsequently determined that, due to an inadvertent oversight, the required public notice of an action subject to permissive referendum was not posted. Accordingly, we are requesting that the resolution be readopted to correct the defect.

Further, the Board of Elections has certified that the parcels contained within the proposed District do not contain any qualified electors (see attached certification.) DCWWA is therefore requesting that the permissive referendum be waived.

Please note that the required public hearing on the creation of Part County Sewer District #11 was already held. As County Law §254 and §256 do not set any time limit after the public hearing is held for adoption of a resolution creating a district, we are suggesting that a new public hearing is not needed.

Please direct any questions to Bridget Barclay at Ext. 3623.

Thank you.

Environment Committee Roll Call

District	Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

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

Vacant: 0

2019261 RE-ESTABLISHING PART COUNTY SEWER DISTRICT NO. 11 IN THE TOWN OF RED HOOK

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

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

Vacant: 0 **Abstentions:** 0

2019261 RE-ESTABLISHING PART COUNTY SEWER DISTRICT NO. 11 IN THE TOWN OF RED HOOK

October 15, 2019

ENVIRONMENT

RESOLUTION NO. 2019262

RE: RE-ESTABLISHING PART COUNTY SEWER DISTRICT NO. 12 IN THE TOWN OF RED HOOK

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

WHEREAS, on or about January 22, 2019, this Legislature approved Resolution No. 2019039 in which it was requested that Part County Sewer District No. 12 be established in the Town of Red Hook, and

WHEREAS, the Director of Water and Wastewater Authority has indicated that due to an inadvertent oversight, the required public notice of an action subject to permissive referendum was not posted, and

WHEREAS, the Board of Elections has certified that the parcels contained within the proposed District do not contain any qualified electors (see attached certification), and accordingly the necessity of the aforementioned permissive referendum maybe waived pursuant to County Law Section 257(3), and

WHEREAS, this Legislature by Resolution No. 2018311, approved and scheduled a public hearing on the establishment of Part County Sewer District No. 12 in the Town of Red Hook, and

WHEREAS, pursuant to the above referenced Resolution, the hearing was held on January 22, 2019, at 7pm., and therefore, it is not necessary to hold a second public hearing as County Law Sections 254 and 256 do not set any time limit after the public hearing is held that the sewer district is created, and

WHEREAS, the Director of Water and Wastewater Authority hereby respectfully requests that Resolution 2019039 be superseded by this Resolution, and

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

WHEREAS, the WWA is entering into an Agreement, with the Preserves at Lakes Kill Sewer System regarding the WWA's acquisition of that system which is located in the Town of Red Hook, and

WHEREAS, the WWA's ability to close on this acquisition and provide sewer service to the customers of the Preserves at Lakes Kill Sewer System is contingent on the creation of a Part County Sewer District encompassing all properties in the said sewer system which will include a total of eleven (11) residential customers in the Town of Red Hook, 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 A Part County Sewer District #12 for the Preserves at Lakes Kill Sewer System, located in the Town of Red Hook, and

WHEREAS, this Legislature has before it a Map, Plan and Report entitled "Map, Plan and Report, Part County Sewer District No. 12" 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 service agreement with Dutchess County (County), on behalf of the proposed Part County Sewer District No. 12 (District) whereby the District will provide sewer service to customers within the District at rates established by WWA, and

WHEREAS, said Map, Plan and Report identities the parcels to be included in the sewer district, describes the infrastructure to be constructed in order to provide sewer service, and provides the estimated annual cost for sewer service for the typical property in the proposed sewer district, and

WHEREAS, the first year cost to the typical one family home is estimated to be One Thousand Three-Hundred Forty-Five and 00/100 ($1,345.00) Dollars, and

WHEREAS, this Legislature must create Part County Sewer District No. 12 covering the area of Preserves at Lakes Kill Sewer System described in "Attachment A," and

WHEREAS, this Legislature conducted a public hearing on this proposal on January 22, 2019, at 7pm and hear all persons interested, and

WHEREAS, the establishment of said Part County Sewer District No. 12 will ensure an efficient sewer 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 Part County Sewer District No. 12 are benefited thereby and all the property and property owners benefited are included within the proposed Part County Sewer District No. 12 and it is in the public interest to create the Part County Sewer District No. 12, and be it further

RESOLVED, that a Part County Sewer District, to be known as Part County Sewer District No. 12 in the Town of Red Hook, more particularly described in "Attachment A" attached hereto, is hereby established, and be it further

RESOLVED, that this resolution is subject to permissive referendum which is hereby waived pursuant to County Law Section 257(3) since the Dutchess County Board of Elections has certified that the parcels contained within the proposed District do not contain any qualified electors.

CA-181-19
CRC/BB/kvh/G-1217-R
9/3/19
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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 Prepared On: 8/13/19

Dut.pdf

Erik J. Haight
Commissioner

Elizabeth A. Soto
Commissioner

RECEIVED
JUL 29 2019
DCWWA

DUTCHESS COUNTY BOARD of ELECTIONS

47 Cannon Street
Poughkeepsie, New York 12601
(845) 486-2473/ Fax (845) 486-2483
www.dutchesselections.com

July 26, 2019

Dear Executive Director Barclay,

Let this letter serve as certification from the Dutchess County Board of Elections that the following parcels identified below do not contain any qualified electors.

134889006272000010335 1
134889006272000019133 5
134889006272000018633 3
134889006272000018133 2
134889006272000017733 0
134889006272000016532 0
134889006272000016631 6
134889006272000016831 4
134889006272000016831 1
134889006272000016930 8
134889006272000018931 8
134889006272000020130 5
134889006272000019630 3

1) County Sewer District 11 (Tradition at Red Hook) – would include all of the parcels listed above plus 134889006272000020426 1

2) County Sewer District 12 (Preserves at Lakes Kill) – would include all or part of the following tax parcels:

134889-6373-00-790095
134889-6372-00-718975
134889-6372-00-754955

Sincerely,

Erik J. Haight
Commissioner

Elisa Sumner
Deputy Commissioner

DUTCHESS COUNTY

Part County Sewer District #12

(Preserves at Lakes Kill Community Wastewater System)
Red Hook, NY

MAP, PLAN AND REPORT

December 2018

Dutchess County Water and Wastewater Authority
Poughkeepsie, NY

DUTCHESS COUNTY
WATER AND
WASTEWATER AUTHORITY

DUTCHESS COUNTY PART COUNTY SEWER DISTRICT #12
(Preserve at Lakes Kill Community Wastewater System)

MAP, PLAN AND REPORT

INTRODUCTION

This Map, Plan and Report contains the information required for the formation of the proposed Dutchess County Part County Sewer District #12, which includes an area of approximately 9 acres located north of Feller - Newmark Road in the east central portion of the Town of Red Hook, NY. Dutchess County Part County Sewer District #12 will service the new subdivision that will consist of 11 single family residential lots and one parcel for the community wastewater treatment system.

Upon successful formation of Part County Sewer District #12 (the "District") by the Dutchess County Legislature and completion of construction of the District infrastructure, ownership and operation of the Preserves at Lakes Kill Community Wastewater 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 Preserve at Lakes Kill, LLC (Developer). Information provided herein includes the proposed District boundaries and a list of the tax parcels that will comprise the future District, as well as a description of the proposed infrastructure by which sewage will be conveyed, treated and discharged.

In addition, budgetary estimates for the first year operation and maintenance costs, capital costs, and 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 Part County Sewer District #12 for the purpose of administering the retail sale of sewage services to all properties within the proposed District, with such service to be provided through the sewer system facilities as described below. The Authority will administer the District pursuant to guidelines established by the Service Agreement and collect sewer revenues. Sewer service rates will be set annually by the Authority.

HISTORY

On December 7, 2015 the Town of Red Hook Planning Board adopted the "Resolution Granting Final Subdivision Approval to Preserve at Lakes Kill Subdivision. The subdivision will create a single family residential development with eleven (11) single family residential lots one (1) community wastewater treatment facility lot and one (1) undevelopable HOA lot. The Dutchess County Department of Health approval for construction of the wastewater infrastructure was granted on July 25, 2018.

The Sewer Memorandum of Understanding between Preserve at Lakes Kill and the DCWWA was executed on November 26, 2018.

PART COUNTY SEWER DISTRICT #12

The proposed Part County Sewer District delineated on the attached map and property survey (Appendix "A"), includes a total of 12 tax parcels. The proposed District is comprised of eleven (11) single family residential parcels and one (1) community wastewater treatment parcel.

PHYSICAL FACILITIES

General

Each individual residential property will have a septic tank with effluent screen and pump discharging through a pressurized service lateral to the pressurized collection system (a STEP system). The individual property owner will own the septic tank, effluent screen, pump and controls, service lateral and standby power source. A 1,000 gallon minimum precast concrete septic tank will be installed at each property upon

which a 3 bedroom home is constructed. A 1,250 gallon minimum precast concrete septic tank will be installed at each property upon which a 4 bedroom home is constructed. Wastewater will be filtered in the second compartment of each septic tank and then pumped into the service lateral. Service laterals will connect to the pressurized collection mains which are connected to the Community Wastewater Treatment System.

The sewage collection system will terminate at the Wastewater Treatment System parcel where the wastewater will be treated by packaged bio-filtration units with subsurface disposal.

Collection System

The collection system will consist of a network of collection mains terminating at the concrete equalization tank at the community wastewater treatment facility.

The west branch main will service lots 1 through 3 utilizing 2 inch diameter HDPE piping with cleanouts at the head of the collection main. This branch lies entirely on the community wastewater treatment parcel. This line connects to the line connecting to the EQ tank.

The east branch main runs on the community wastewater treatment parcel until it emerges onto the main access road where it splits into north and south branches. All these mains utilize 2 inch diameter HDPE piping with cleanouts at the head of the collection main. The north branch will service lots 4 through 9. The south branch will service lots 10 and 11. The portion of the mains not located on the community wastewater treatment parcel will be located in a general roadway access and utility easement to be granted by the Developer to DCWWA prior to system transfer.

Isolation valves will be installed at all junctions of mains to allow for isolation of sections of the mains for cleaning or repair.

Additional cleanouts will be located at valve locations to allow two-way cleaning of any main section.

All service connections will be made with wye fittings to the mains. All services will have isolation valves at the main.

Treatment System

The Treatment System will be designed for a peak flow of 4,680 gallons per day (gpd) versus an estimated average daily flow of 1,650 gpd from the 11 single family residences.

The treatment system will consist of a 4,000 gallon precast concrete equalization-recirculation tank with duplex pumps, 2 packaged bio-filtration units, dosing chamber, valve pit and subsurface disposal field. The subsurface disposal field will be constructed in three equal sized sections, each capable of treating 50% of the peak daily design flow. Only two sections will be used at a time. Sections will be alternated in a planned sequence, usually quarterly or semiannually, to allow one section to rest for the sequence period.

Septic tank effluent will be delivered to the treatment parcel at pressure to a precast concrete equalization-recirculation tank. A duplex set of pumps will deliver the septic tank effluent to 2 packaged bio-filtration units. A control valve allows a portion of the effluent from the bio-filtration units to return by gravity to the equalization-recirculation tank while the remainder flows by gravity to the dosing tank. When the dosing chamber is filled, the treated water will discharge to two of the three subsurface disposal fields as controlled by manual valves located in the valve pit.

An onsite standby power generation system will be installed to provide power to the treatment system components should utility power be lost.

FUTURE DEMAND

There are no anticipated plans to expand the Preserves at Lakes Kill Community Wastewater System once the construction of the system to service the 11 lots is completed.

OPERATION AND MAINTENANCE (O&M) COSTS

The O&M budget projection is the total cost to the DCWWA to operate the Preserves at Lakes Kill Community Wastewater System including labor, electricity, insurance, typical repairs, typical routine maintenance and other ongoing costs. DCWWA has developed an O&M budget projection to illustrate estimated First Year costs of the Preserves at Lakes Kill Community Wastewater System under Authority ownership, based on the Authority's prior operating expenses and history for comparable size sewer systems, and possible anticipated repairs to the system. A copy of the O&M budget projection, using 2018 as a base year for demonstration purposes of those First Year costs, has been included as Appendix "B". The first year operational cost (2018 dollars) is estimated at $14,792.

The proposed rate structure based on the O & M budget projection includes a proposed flat rate fixed amount, assuming 11 customers, of $1,345.

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.

CAPITAL COSTS AND ALLOCATIONS

All initial capital infrastructure costs to construct the Preserves at Lakes Kill Community Wastewater System will be borne directly by the Developer, and so are not included herein. There will be no capital costs assessed to district property owners for the first year of ownership.

Should the Authority, in the future, issue bonds for capital improvements, 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.

CONNECTION CHARGES

An "Application for Sewer Service" and related permit fee will be required for each individual property to be connected to the collection system and receive sanitary sewer service from DCWWA. Based on the DCWWA's 2015 schedule of fees, the sewer service connection fee for properties in the District would be $350 per connection, and is a one-time charge.

Annual Cost per a Typical Property – First Year: $1,345

The total annual cost for a typical property in a sewer district is generally a combination of the long-term capital charges (debt service) and sewer usage (O&M) charges. In the proposed District 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 Part County Sewer District #12 will be $1,345.

#####

APPENDICES

Appendix A – Description of Part County Sewer District #12 (Map & Survey)

Appendix B – Proposed Operation & Maintenance Budget

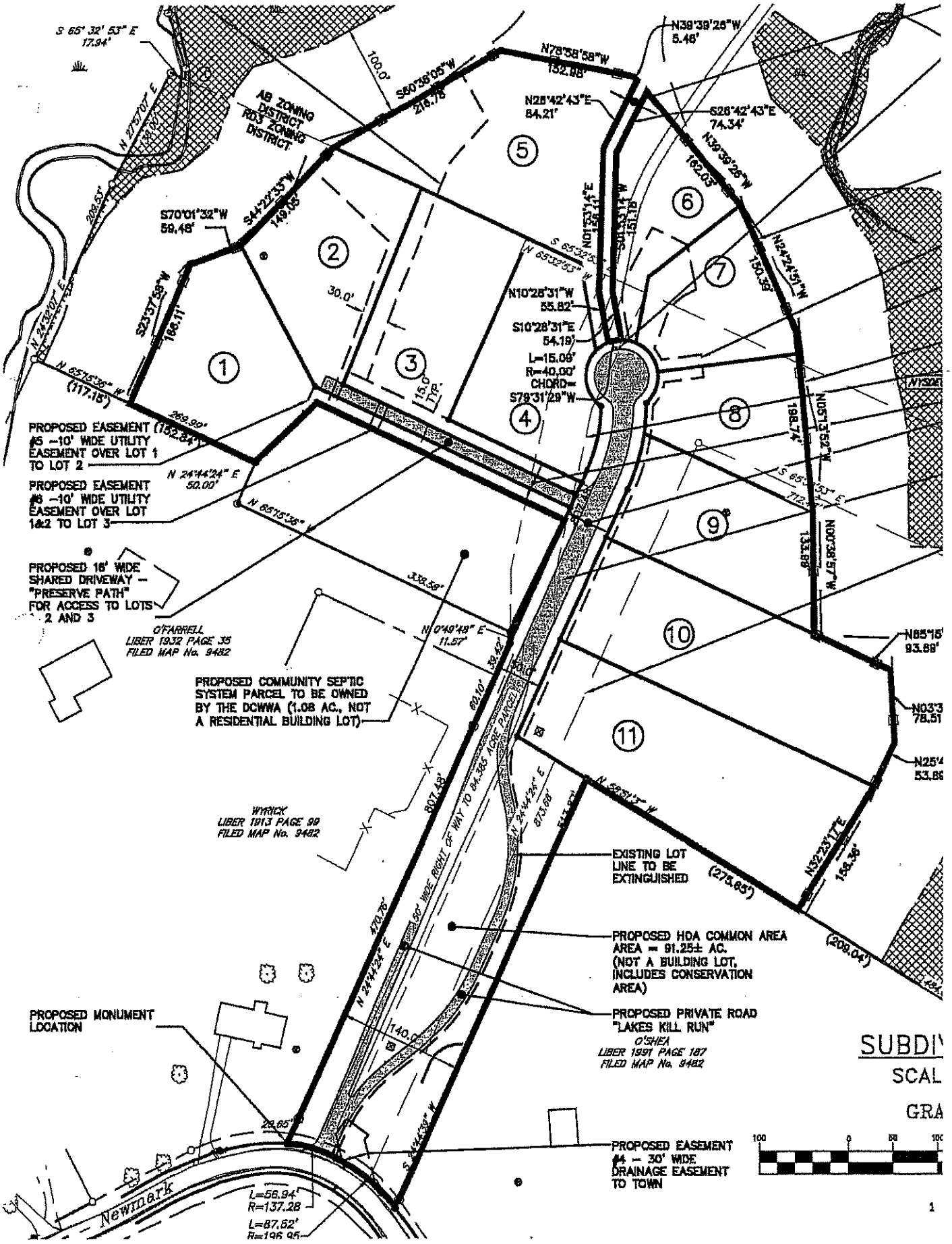
Appendix C - Proposed Benefit Assessment Methodology

APPENDIX "A"

Part County Sewer District #12

Survey Description and Map

The Dutchess County Part County Sewer District #12 shall include the area as delineated in the attached survey description, and illustrated further by the attached map.


S 65° 32' 53" E
17.94'
N 27°07' E
208.53'
N 24°24'07" E
AB ZONING DISTRICT
RD3 ZONING DISTRICT
100.0'
S60°36'05"W
216.78'
N78°58'59"W
152.88'
N39°39'28"W
5.46'
N28°42'43"E
84.21'
S26°42'43"E
74.34'
N39°39'28"W
162.03'
S70°01'32"W
59.48'
S44°22'33"W
149.08'
S21°37'59"W
186.11'
30.0'
N 65°15'36" W
(117.18')
269.90'
(752.84')
PROPOSED EASEMENT #5 -10' WIDE UTILITY EASEMENT OVER LOT 1 TO LOT 2
PROPOSED EASEMENT #6 -10' WIDE UTILITY EASEMENT OVER LOT 1&2 TO LOT 3
N 24°44'24" E
50.00'
N 65°15'36"
PROPOSED 16' WIDE SHARED DRIVEWAY - "PRESERVE PATH" FOR ACCESS TO LOTS 2 AND 3
O'FARRELL
LIBER 1932 PAGE 35
FILED MAP No. 9482
PROPOSED COMMUNITY SEPTIC SYSTEM PARCEL TO BE OWNED BY THE DCWWA (1.08 AC., NOT A RESIDENTIAL BUILDING LOT)
WYRICK
LIBER 1913 PAGE 99
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N10°28'31"W
55.82'
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54.19'
L=15.09'
R=40.00'
CHORD=
S79°31'29"W
15.0' TYP.
N01°23'14"E
156.41'
S01°53'17"W
151.16'
S 65°32'53" W
N 65°32'53" W
N24°24'51"W
150.39'
198.74'
N05°15'52"W
S 65°32'53" E
712.77'
133.88'
N00°56'57"W
N85°15'
93.89'
N03°3
78.51
N25°4
53.86
N 0°49'48" E
11.57'
39.42'
60.10'
807.48'
470.76'
N 24°44'24" E
50' WIDE RIGHT OF WAY TO 84.365 ACRE PARCEL
N 24°44'24" E
873.68'
EXISTING LOT LINE TO BE EXTINGUISHED
(275.65')
N32°23'17"E
158.36'
(209.04')
PROPOSED HOA COMMON AREA AREA = 91.25± AC. (NOT A BUILDING LOT, INCLUDES CONSERVATION AREA)
PROPOSED PRIVATE ROAD "LAKES KILL RUN"
O'SHEA
LIBER 1991 PAGE 187
FILED MAP No. 9482
PROPOSED MONUMENT LOCATION
140.0'
28.65'
S 44°44'39" W
PROPOSED EASEMENT #4 - 30' WIDE DRAINAGE EASEMENT TO TOWN
Newmark
L=56.94'
R=137.28
L=87.62'
R=196.95
SUBDI
SCAL
GRA
100
0
50
100
1

Preserve at Lakes Kill Sewer District

All that certain plot, piece or parcel of land situate, lying and being in the Town of Red Hook, County of Dutchess, and State of New York, bounded and described as follows:

Beginning at a point on the northerly bounds of Feller-Newmark Road, said point being the southeast of the lands, now or formerly, Wyrick (Tax ID: 6372-00-688938);

Thence along the same and along the lands, now or formerly, of O'Farrell (Tax ID:6372-00-662950) in part the following four (4) courses:

1. N 24° 44' 24" E for a distance of 599.92 feet to a point;
2. N 00° 49' 48" E for a distance of 11.57 feet to a point;
3. N 65° 15' 36" W for a distance of 338.58 feet to a point and
4. N 24° 44' 24" E for a distance of 50.00 feet to a point;

To a point, said point being located on the southerly bounds of the lands, now or formerly, of The Preserve at Lakes Kill LLC (Tax ID: 6372-00-718975) Thence through the same and through other lands, now or formerly, of The Preserve at Lakes Kill, LLC (Tax ID: 6373-00-790095) the following twenty-two (22) Courses:

1. N 65° 15' 36" W for a distance of 152.84 feet to a point;
2. N 23° 37' 58" E for a distance of 166.11 feet to a point;
3. N 70° 01' 32" E for a distance of 59.48 feet to a point;
4. N 44° 22' 33" E for a distance of 149.05 feet to a point;
5. N 60° 38' 05" E for a distance of 216.78 feet to a point;
6. S 78° 58' 58" E for a distance of 152.98 feet to a point;
7. S 39° 39' 26" E for a distance of 5.46 feet to a point;
8. S 26° 42' 43" W for a distance of 84.21 feet to a point;
9. S 01° 53' 14" W for a distance of 156.11 feet to a point;
10. S 10° 28' 31" E for a distance of 55.82 feet to feet to the beginning of a non-tangential curve,
11. Said curve turning to the right having a radius of 40.00 feet, an arc length of 15.09 feet, a chord bearing N 79° 31' 29" E for a distance of 15.00 feet to a point;
12. N 10° 28' 31" W for a distance of 54.19 feet to a point;
13. N 01° 53' 14" E for a distance of 151.18 feet to a point;
14. N 26° 42' 43" E for a distance of 74.34 feet to a point;
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16. S 24° 24' 51" E for a distance of 150.39 feet to a point;
17. S 05° 13' 52" E for a distance of 198.74 feet to a point;
18. S 00° 38' 57" E for a distance of 133.99 feet to a point;
19. S 65° 15' 36" E for a distance of 93.69 feet to a point;
20. S 03° 34' 52" E for a distance of 78.51 feet to a point;
21. S 25° 47' 29" W for a distance of 53.89 feet to a point and
22. S 32° 23' 17" W for a distance of 158.36 feet to a point;

To a point, said point being located on the northerly bounds of the lands, now or formerly, of O'Shea (Tax ID: 6372-00-724915) Thence along the same N 58° 51' 03" W for a distance of 275.65 feet and S 24° 44' 39" W for a distance of 513.54 feet to the beginning of a non-tangential curve,

Said curve turning to the left having a radius of 196.95 feet and arc length of 87.52 and whose long chord bears N 50° 52' 33" W for a chord distance of 86.80 feet to the beginning of a non-tangential curve.

Said curve turning to the left having a radius of 137.28 feet, an arc length of 56.94 feet and whose long chord bears N 73° 56' 07" W for a distance of 56.54 feet to the point or place of Beginning.

APPENDIX "B"

Proposed
Operation & Maintenance Costs

Illustrative of projected first year O & M expenses, revenues and rates
for customers of
Preserves at Lakes Kill Community Wastewater System
(Part County Sewer District #12)

LINE ITEMS	Budget
Accounting	100
Billing	171
Bookkeeping	2,041
Buildings & Grounds	1,250
Chemicals	0
Computer Equipment/Technical Support	50
Electric	777
Engineering	200
Equipment Repair & Maintenance	1,000
Insurance	500
Lab Costs	0
Legal	200
Meter/Collection	0
Remote Monitoring	105
Operation	3,276
Operation Support	1,100
Permit Fees	375
Postage	48
Sanitation	0
Customer Tank Cleaning	0
STP Sludge Hauling	115
Supplies (Buildings)	25
Supplies (Office)	25
FIOS/DSL/Phone Line + Burns Messaging	1,392
Testing Chemicals/Flow Meter Calibration	420
Water	0
SUB TOTAL	13,169
Operation Contingency	157
Administration	1,466
Debt Service	0
Capital Contingency	0
OPERATION TOTALS	14,792

APPENDIX "C"

Preserves at Lakes Kill Community Wastewater System
(Part County Sewer District #12)

Proposed 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**

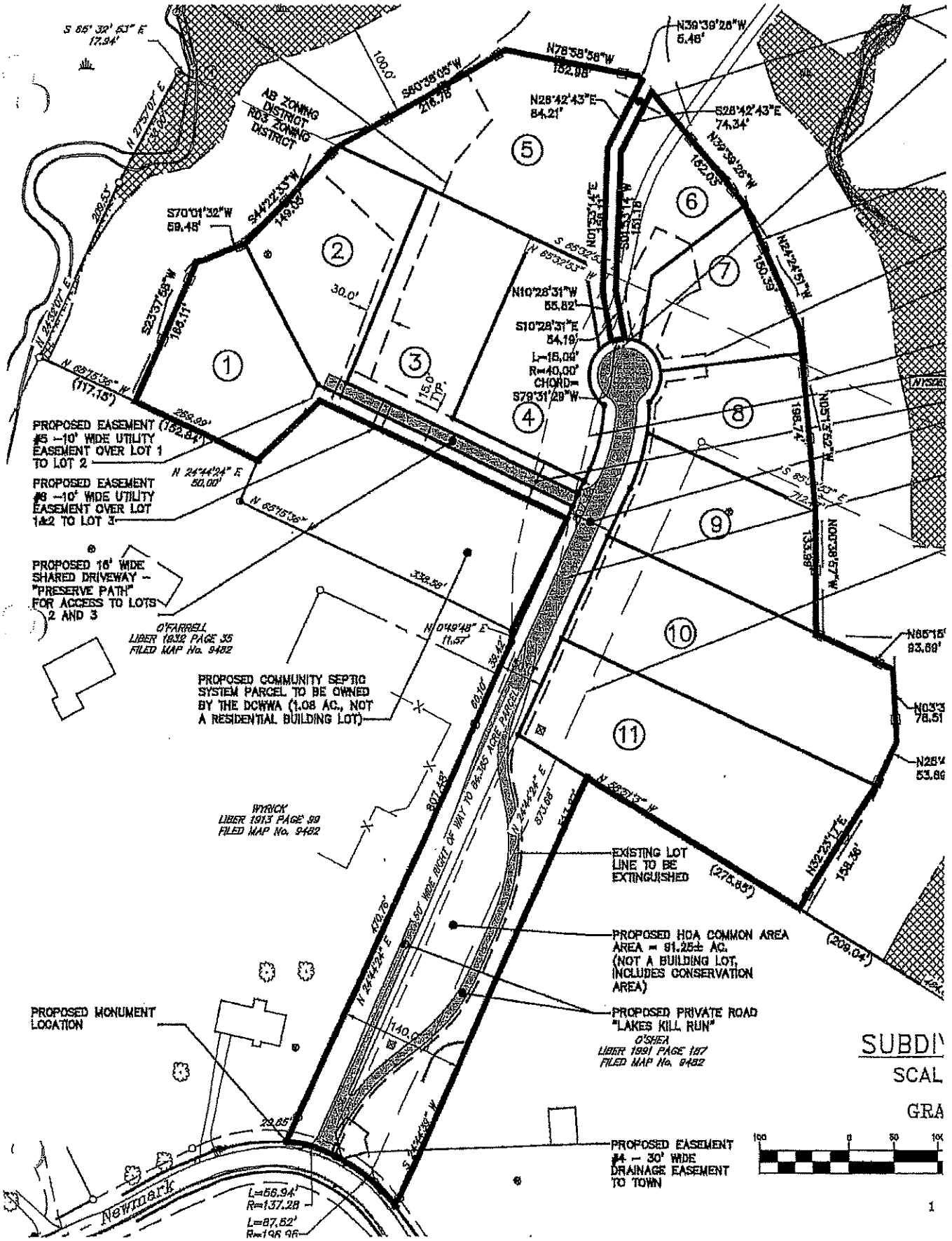
STATE PARK LANDS

FIRST 500 GPD WATER USAGE	**20**
EACH ADDITIONAL 100 GPD	**4**

EXHIBIT A

PRESERVES AT LAKES KILL

PART COUNTY SEWER DISTRICT 12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Said curve turning to the left having a radius of 137.28 feet, an arc length of 56.94 feet and whose long chord bears N 73° 56' 07" W for a distance of 56.54 feet to the point or place of Beginning.

Environment Committee Roll Call

District	Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2019262 RE-ESTABLISHING PART COUNTY SEWER DISTRICT NO. 12 IN THE TOWN OF RED HOOK

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2019262 RE-ESTABLISHING PART COUNTY SEWER DISTRICT NO. 12 IN THE TOWN OF RED HOOK

October 15, 2019

ENVIRONMENT

RESOLUTION NO. 2019263

RE: RE-ESTABLISHING ZONE "W" ZONE OF ASSESSMENT IN THE DUTCHESS COUNTY WATER DISTRICT IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK

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

WHEREAS, on or about January 22, 2019, this Legislature approved Resolution No. 2019033 in which it was requested that County Water District Zone of Assessment "W" be established in the Town of Red Hook, and

WHEREAS, the Director of Water and Wastewater Authority has indicated that due to an inadvertent oversight, the required public notice of an action subject to permissive referendum was not posted, and

WHEREAS, the Board of Elections has certified that the parcels contained within the proposed District do not contain any qualified electors (see attached certification), and accordingly the necessity of the aforementioned permissive referendum maybe waived pursuant to County Law Section 257(3), and

WHEREAS, this Legislature by Resolution No. 2018312, approved and scheduled a public hearing on the establishment of County Water District Zone of Assessment "W" in the Town of Red Hook, and

WHEREAS, pursuant to the above referenced Resolution, the hearing was held on January 22, 2019, at 7pm., and therefore, it is not necessary to hold a second public hearing as County Law Sections 254 and 256 do not set any time limit after the public hearing is held that the sewer district is created, and

WHEREAS, the Director of Water and Wastewater Authority hereby respectfully requests that Resolution 2019033 be superseded by this Resolution, and

WHEREAS, the New York State Legislature, by Chapter 592 of the Laws of 1991 (§1123, 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, WWA proposes to operate the Tradition at Red Hook Water System located in the Town of Red Hook with an option to purchase, pursuant to an agreement with the current owner, Red Hook Acres, LLC., and

WHEREAS, the WWA shall provide water services to all properties within the system's service area, and

WHEREAS, the water distribution facilities will serve approximately 102 residences, a community center, a wastewater treatment plant and a mail building, and

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

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

WHEREAS, this Legislature must establish Zone of Assessment "W" in the Dutchess County Water District covering the area of the Traditions at Red Hook Water System in the Town of Red Hook, described in "Attachment A", and

WHEREAS, the average annual customer cost to the typical one family home is estimated to be One Thousand One Hundred Seventy-Nine and 00/100 ($1,079) Dollars, and

WHEREAS, this Legislature is conducting a public hearing on this proposal on January 22, 2019, and shall hear all persons interested, and

WHEREAS, the establishment of said Zone "W" Zone of Assessment will ensure an economical, 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 "W" Zone of Assessment are benefited thereby and all the property and property owners benefited are included within the proposed Zone "W" Zone of Assessment, and it is in the public interest to create the Zone "W" Zone of Assessment, and be it further

RESOLVED, that the Zone "W" Zone of Assessment in the Town of Red Hook in the area of the Tradition at Red Hook Water System, more particularly described in "Attachment A" attached hereto is hereby established, and be it further

RESOLVED, that this resolution is subject to permissive referendum which is hereby waived pursuant to County Law Section 257(3) since the Dutchess County Board of Elections has certified that the parcels contained within the proposed District do not contain any qualified electors.

CA-179-19
CRC/BB/kvh/G-1217-Q(a)
9/4/19
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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 Prepared On: 8/13/19

Dul.pdf

Erik J. Haight
Commissioner

Elizabeth A. Soto
Commissioner

DUTCHESS COUNTY BOARD of ELECTIONS
47 Cannon Street
Poughkeepsie, New York 12601
(845) 486-2473/ Fax (845) 486-2483
www.dutchesselections.com

RECEIVED
JUL 29 2019
DCWWA

July 26, 2019

Dear Executive Director Barclay,

Let this letter serve as certification from the Dutchess County Board of Elections that the following parcels identified below do not contain any qualified electors.

134889006272000010335 1
134889006272000019133 5
134889006272000018633 3
134889006272000018133 2
134889006272000017733 0
134889006272000016532 0
134889006272000016631 6
134889006272000016831 4
134889006272000016831 1
134889006272000016930 8
134889006272000018931 8
134889006272000020130 5
134889006272000019630 3

1) County Sewer District 11 (Tradition at Red Hook) – would include all of the parcels listed above plus 1348890062720000204261

2) County Sewer District 12 (Preserves at Lakes Kill) – would include all or part of the following tax parcels:

134889-6373-00-790095
134889-6372-00-718975
134889-6372-00-754955

Sincerely,

Erik J. Haight
Commissioner

Elisa Sumner
Deputy Commissioner

DUTCHESS COUNTY

Proposed County Water District
Zone of Assessment "W"

"Tradition at Red Hook Water System"
Red Hook, NY

MAP, PLAN AND REPORT

December 2018

Dutchess County Water and Wastewater Authority
Poughkeepsie, NY

DUTCHESS COUNTY
WATER AND
WASTEWATER AUTHORITY

December 2018

PROPOSED COUNTY WATER DISTRICT ZONE OF ASSESSMENT "W"
"TRADITION AT RED HOOK 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 "W", which includes an undeveloped area of approximately 50.8 acres located on the west side of Old Farm Road in the Town of Red Hook, NY.

Upon successful formation of proposed County Water District Zone of Assessment "W" (the "Zone") by the Dutchess County Legislature, Red Hook Acres, LLC or its Assigns (the "Developer") will lease operation and management of the Tradition at Red Hook Water System to the Dutchess County Water and Wastewater Authority (the "DCWWA", the "Authority") in accordance with the terms and conditions set forth in a Memorandum of Understanding for the Operation and Lease of the Water Supply System for Red Hook Acres (MOU) dated September 2018, between the Authority, the Developer, and Roger Hoffman (local property owner) and attached herein as Appendix "D". The Developer shall retain ownership of the Water System. However, at any time after operation of the Water System commences, the Authority may purchase the Water System for one dollar upon the abandonment of the System by the Developer, or may purchase the system for no more than its fair market value, in accordance with the terms of sale set forth in the MOU. Information provided herein includes the proposed Zone's boundaries and the area that will comprise the future Zone, as well as a description of the proposed infrastructure by which potable water will be delivered to customers.

In addition, budgetary estimates for the first year operation and maintenance costs, as well as a cost allocation formula, have been included with this report. At this time, there are no immediate capital costs that will be borne directly by the future water customers of the Zone.

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

On August 15, 2016, the Town of Red Hook Planning Board adopted the "Resolution Granting Approval to the Final Subdivision Plat and Incentive Zoning for Hoffman Property Traditional Neighborhood Development Subdivision". The project will create a Traditional Neighborhood Development (TND) Residential Subdivision project consisting of one hundred and two (102) residential lots and four (4) open space parcels, designated Parcels "A," "B," "C," and "D" [which will be owned by the Homeowners Association (HOA)]. The project will consist of a mix of several types

of single family dwellings as outlined within the Town's TND District Regulations. In November 2018, the project was renamed, "Tradition at Red Hook".

COUNTY WATER DISTRICT ZONE OF ASSESSMENT "W"

The proposed County Water District Zone of Assessment W is delineated by the document prepared by Welch Surveying and titled, "Property Description prepared for Red Hook Acres, LLC Outbounds Description excluding Lot 103" and illustrated by the map (both attached hereto as Appendix "A"). The development has received Town subdivision approval, and it is expected to be built out in phases. Upon the filing of all of the approved subdivision plats with the County Clerk, the Zone will include a total of one hundred and six (106) tax parcels of which one hundred and two (102) will be residential parcels and four will be open space parcels owned by the HOA. Located on the open space lots will be a "Mail Building" where the neighborhood residents can receive their US Mail; a community center to be owned by the Homeowner's Association for use by the neighborhood residents; and the wastewater treatment facilities. The boundaries of Zone of Assessment "W" will be coterminous with those of the Tradition at Red Hook Water System service area.

PHYSICAL FACILITIES

Water Supply and Treatment System

Potable water for the Zone will be purchased from the Village of Red Hook (the "Village") and supplied through an interconnection with the Village's water distribution system.

According to a Preliminary Engineering Report for the Hoffman Property Subdivision (a/k/a Tradition at Red Hook subdivision) prepared by Rodney E. Morrison, PE of the LRC Group (excerpt of report attached hereto as Appendix "E"), the maximum day demand (at full buildout of the subdivision) for Zone of Assessment W at has been calculated at 48,000 GPD, and Zone W's estimated average daily demand will be 24,000 GPD.

The Village operates Public Water Supply ID No. 1302775 under NYS DEC permit ID 3-1348-00089/00007. Eight ground wells comprise the Village's current water source and the combined maximum permitted withdrawal rate is 538,560 GPD. The sole treatment is hypo chlorination for post disinfection. There are two storage tanks. Permit Modification #1, issued May 22, 2017, expressly authorizes the Village to provide water to the Tradition (aka Hoffman Subdivision) Water System.

Water for the Zone shall be purchased by the Authority through a 3-way Water Sale Agreement with the Village and the Developer, dated July 19, 2018 and attached herein as Appendix F. Water purchased shall be principally metered via a master meter to be located at the future on-site "Mail Building" adjacent to Old Farm Road. Further, up to twelve residential water services will be connected to a future Village-owned, 8-inch water main under Old Farm Road prior to the master meter. These 12 residential water services will be individually metered and their collective usage will be added to the aggregate water usage recorded by the master meter for the Zone.

Under the water purchase agreement, the Village shall furnish to the Authority up to 47,750 GPD for the Zone. For water used by the Zone, the Village will charge the Authority a water rate per metered

unit equal to the lowest water rate in effect for in-Village users multiplied by a factor of 1.525. The Village will waive charges for water used in the Zone for maintenance flushing of the mains and/or in the servicing of emergency service agencies. However, the Village will not be required to provide water sufficient for firefighting or to meet any existing or projected fire service demands for water provided under the water purchase agreement.

The Village's Annual Drinking Water Quality Reports for 2016 and 2017 reported that Village water was within standards for all regulated water quality parameters.

There are no plans to build any supplemental water treatment facilities within the Zone.

Transmission and Distribution

The distribution system for the Zone will be constructed by the Developer and will include approximately 5,075 feet of 4 to 8-inch ductile iron pipe. These mains will be installed principally within the center of the future roadways of the subdivision to be built by the Developer and dedicated to the Town. Such proposed roads as shown on the "Overall Subdivision Plat, Hoffman Property", may include: Beekman Road, Livingston Street, Schuyler Drive and Benson Loop.

Further, the Developer will construct about 1,250 LF of an 8-inch water main under and along Old Farm Road that will be connected to the Village's existing water main at the intersection of Cambridge Drive. The "Old Farm Road" water main will be owned and maintained by the Village.

Service laterals within the Zone shall be primarily ¾-inch copper. All service connections will be metered. Five flushing hydrants will be located within the Zone for system maintenance only. An additional flushing hydrant will be installed on the Old Farm Road water main. The Water System of the Zone will not be able to provide fire flow protection since its source, the Village, is not obligated to provide water for fire flow.

PROPERTY ISSUES

The distribution system water mains and stub extensions will generally be located within future rights-of-way and/or roads to be dedicated to the Town; and/or within utility easements granted in favor of the DCWWA.

CAPITAL COSTS AND ALLOCATIONS

All initial capital costs to construct the Tradition Water System will be borne directly by the Developer, and so are not included herein. There will be no capital costs assessed to Zone property owners for the first year of operation. Should debt be incurred for future capital improvements, annual debt expenses will be allocated equitably among all parcels within the Zone 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 district parcels upon filing of all approved subdivision plats results in a total of 1050 benefit units within the proposed Zone of Assessment.

Under this approach, the apportionment of a capital cost would be across the calculated number of benefit units and would result in a per benefit unit cost. This expense would then appear on the annual property tax bill.

OPERATION AND MAINTENANCE (O&M) COSTS

The O&M Budget Projection is the total cost to the DCWWA to operate the Tradition at Red Hook Water System, such as: labor, insurance, typical repairs and other ongoing costs. Additionally, the O&M Budget Projection includes the Lease Payment to be made to the Developer in accordance with the MOU, and the cost of purchasing water from the Village of Red Hook in accordance with the Water Supply Agreement. The DCWWA has developed an O&M budget projection to illustrate estimated First Year costs of the Tradition at Red Hook Water System under Authority operation and management, based on the Authority's prior operating expenses and history for comparable size water systems, and possible anticipated repairs to the system.

Since the service area will only be partially developed in the early years of the Water System's operation, the initial O&M Budget will be based on an assumption of eighty-four (84) customers, in accordance with the terms of the MOU for the "Initial Assessment Period". A copy of the O&M budget projection, using 2019 as a base year and assuming 84 customers, has been included as Appendix "B". The first year operational cost is estimated at $90,624.

The estimated annual O&M cost per typical customer during this Initial Assessment Period will be one-eighty-fourth (1/84) of the total estimated operational cost, or one thousand, seventy-nine dollars ($1,079.) During the Initial Operating Period the Developer is obligated, per the MOU, to quarterly pay the difference between the amount charged per customer and the Authority's actual operating expenses ("the Developer's Subsidy"). All future O&M system budgets, and other charges are reviewed annually and subject to change by the DCWWA Board of Directors.

CONNECTION CHARGES

An Application for Water Service and related permit fee will be required for each individual property to be connected to the Water System and receive water service. Based on the DCWWA's current schedule of fees, the water service connection fee would be five hundred dollars ($500) per connection, and is a one-time charge. The service connection charge will be waived to the extent the Developer installs the water service connection and provides a water meter.

Annual Cost per a Typical Property – First Year: $1,079

The total annual cost for a typical property in a Zone is generally a combination of the long-term capital charges (debt service) and O&M 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 Zone "W" will be one thousand, seventy-nine dollars ($1,079) for O&M expenses. There are no capital costs currently anticipated. A system budget based on these rates will build appropriate fund balances to maintain the Water System in good working order.

#####

APPENDICES

Appendix A – Description of County District Zone of Assessment "W" (Property Description prepared for Red Hook Acres, LLC Outbounds Description excluding Lot 103 and map).

Appendix B – Proposed Operation & Maintenance Budget.

Appendix C – Proposed Benefit Assessment Methodology.

Appendix D - Memorandum of Understanding for the Operation and Lease of the Water Supply System for Red Hook Acres.

Appendix E – Excerpt of Preliminary Engineering Report for the Hoffman Property Subdivision (a/k/a Tradition at Red Hook Subdivision).

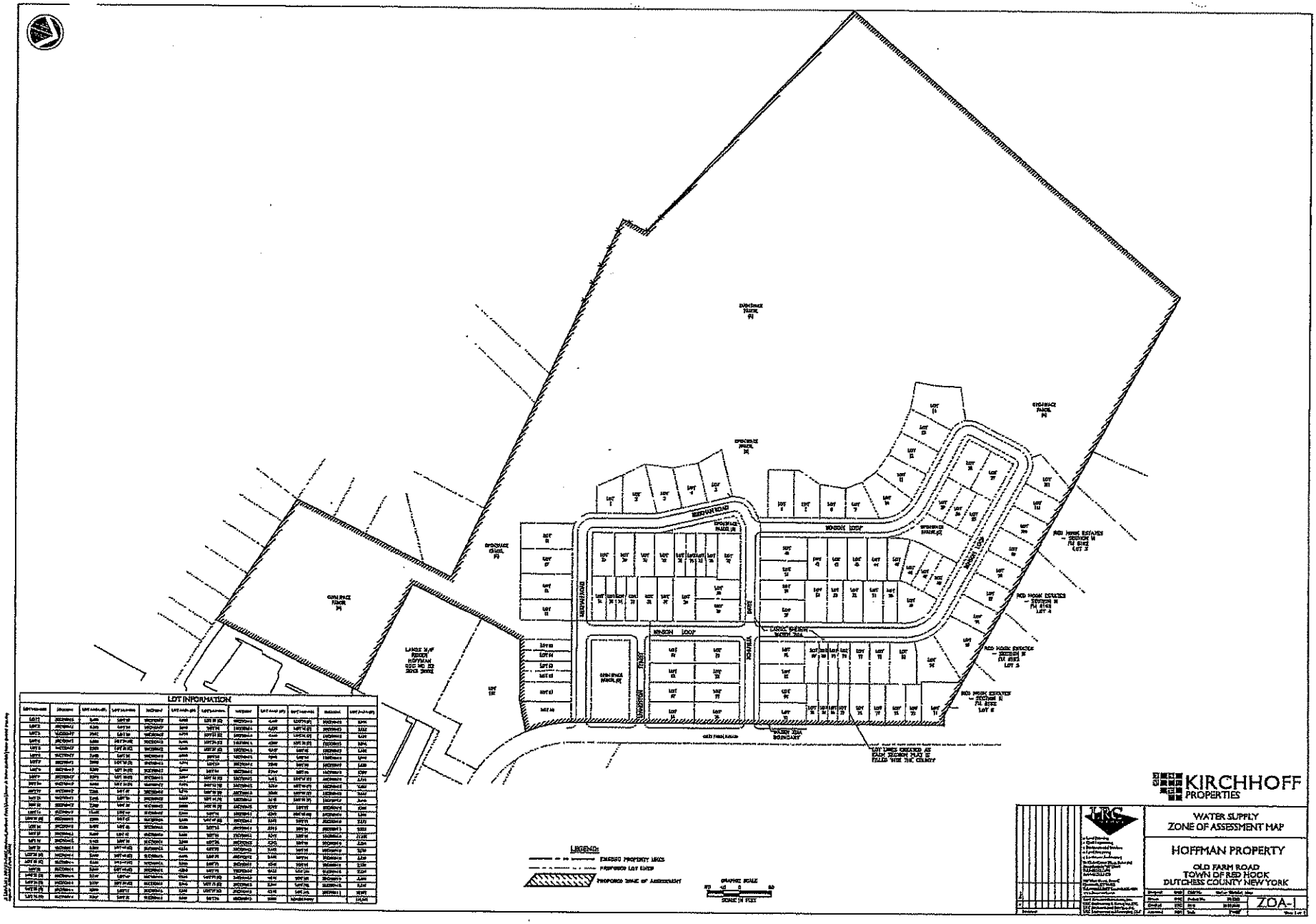
Appendix F - Water Sale Agreement

APPENDIX "A"

DUTCHESS COUNTY WATER DISTRICT
ZONE OF ASSESSMENT "W"
Tradition at Red Hook Water System

DESCRIPTION OF ZONE

The Dutchess County Water District Zone of Assessment "W" shall include the area as delineated in the attached survey description prepared by Welch Surveying and titled, "Property Description prepared for Red Hook Acres, LLC Outbounds Description excluding Lot 103" and illustrated further by the attached map.


KIRCHHOFF PROPERTIES
WATER SUPPLY
ZONE OF ASSESSMENT MAP
HOFFMAN PROPERTY
OLD FARM ROAD
TOWN OF RED HOOK
DUTCHESS COUNTY NEW YORK
ZOA-1
LEGEND:
EXISTING PROPERTY LINES
PROPOSED LOT LINES
PROPOSED ZONE OF ASSESSMENT
GRAPHIC SCALE
SCALE IN FEET
LOT INFORMATION
MANSION LOOP
OLD FARM ROAD
RED HOOK ESTATES

WELCH SURVEYING
7 ORLICH ROAD
RED HOOK, NEW YORK 12571
(845) 876-1000 FAX: (845) 758-1342
E-mail: WelchSurv@aol.com

Property Description prepared for
Red Hook Acres, LLC
Outbounds Description excluding Lot 103

Being all that piece, parcel or tract of land situate in the Town of Red Hook, County of Dutchess and State of New York, and being bounded and described as follows:

Beginning at a point on the southwesterly line of Old Farm Road, said point being the intersection of the northerly line of Lot 103 as shown on shown on a plat entitled "Amendment to Filed Map No. 9147, Section One Subdivision Plat, Hoffman Property," with the southwesterly line of Old Farm Road, said point being a southeasterly corner of the herein described premises; thence along the northerly and westerly lines of Lot 103 as shown on said map the following three courses and distances, South 60 degrees 38' 12" West 80.32 feet to a point; thence South 72 degrees 04' 38" West 158.00 feet to a point; thence South 10 degrees 54' 24" West 110.15 feet to a point, said point being the southwesterly corner of Lot 103 and being a northwesterly corner of Lot 1 as shown on Filed Map No. 9147-B, lands now or formerly of Steve Hoffman Properties, LLC, Document No. 02 2013 2002; thence along the westerly and southerly lines of Lot 1 as shown on said map the following two courses and distances, South 09 degrees 02' 51" West 193.03 feet to a point, said point being the southwesterly corner of Lot 1; thence South 81 degrees 24' 13" East 307.06 feet to a point, said point being the southeasterly corner of Lot 1 and being on the westerly line of Lot 2 as shown on Filed Map No. 8957, lands now or formerly of Lyceum Six Partners, Document No. 02 1991 2693; thence along the westerly line of Lot 2 as shown on said map, South 08 degrees 35' 46" West 395.82 feet to a point, said point being the southwesterly corner of Lot 2 and being on the northerly line of Lot 21 as shown on Filed Map No. 2909, said point being a southeasterly corner of the herein described premises; thence along the northerly lines of Lots 21, 22, 23 and 24 as shown on Filed Map No. 2909, North 75 degrees 19' 45" West 373.97 feet to a point, said point being the southeasterly corner of Lot 26 as shown on Filed Map No. 2909 and being the southwesterly corner of the herein described premises; thence along the easterly line of Lots 26, 27, 28 and 29 as shown on said map, North 09 degrees 02' 51" East 431.73 feet to a point, said point being the northeasterly corner of Lot 29 as shown on said map; thence along the northerly line of Lot 29 and along the northerly line of lands now or formerly of Dutchess County Water and Wastewater Authority, Document No. 02 2000 6186, North 83 degrees 01' 20" West 527.97 feet to a point, said point being the northeasterly corner of lands now or formerly of Arnold M. and Alice B. Colburn, Document No. 02 2006 6610; thence along the northerly line of said lands now or formerly of Colburn, and along the northerly line of Parcel B as shown on Filed Map No. 6202, lands now or formerly of Franz N. and Mary K. Stoppenbach, Liber 1715 page 525, partly along a stone wall and partly along remains of a wire fence,

the following three courses and distances, North 83 degrees 59' 57" West 34.72 feet to a point; thence North 83 degrees 38' 36" West 456.45 feet to a point; thence North 10 degrees 22' 54" East 66.00 feet to a point; thence partly along remains of wire fence, North 65 degrees 21' 16" West 768.90 feet to a point, said point being on the easterly line of Lot 3 as shown on Filed Map No. 9526-C, and being the southwesterly corner of the herein described premises; thence along the easterly lines of Lot 3 and Lot 5 as shown on said map, North 23 degrees 38' 54" East 1096.96 feet to a point, said point being the northwesterly corner of the herein described premises; thence along the southerly line of Lot 5 as shown on Filed Map No. 9526-C, and along the southerly lines of Lots 2, 3, 4, 5, and 6 as shown on Filed Map No. 8162, the following two courses and distances, South 79 degrees 34' 17" East 1228.66 feet to a point; thence North 71 degrees 16' 42" East 26.42 feet to a point, said point being on the westerly line of Old Farm Road, aforementioned, and being the northeasterly corner of the herein described premises; thence along the westerly line of Old Farm Road the following, South 17 degrees 55' 22" East 931.11 feet to a point; thence along a curve to the left, having a radius of 300.00 feet and a chord of South 29 degrees 38' 07" East 121.80 feet, an arc length of 122.65 feet to the point or place of beginning.
Containing 50.813 acres

APPENDIX "B"

Proposed Operation & Maintenance Costs

Illustrative of projected first year O & M expenses, revenues and rates
Tradition at Red Hook Water System (County District Zone of Assessment W)

O&M CONCEPTUAL BUDGET (TRW)

EXPENSES		
OPERATION LINE ITEMS	Budget	
Accounting	$	160
Billing	$	2,604
Bookkeeping	$	1,276
Buildings & Grounds	$	100
Computer Equipment/Technical Support	$	128
Engineering	$	250
ERM (System)	$	1,200
Insurance	$	500
Lab Costs	$	750
Legal	$	250
Meter/Collection	$	440
Operation	$	7,300
Operation Support	$	1,040
Permit Fees	$	120
Postage	$	280
Supplies (Office)	$	50
Testing Chemicals	$	100
Water Purchase	$	46,365
Annual Lease Payment	$	18,480
Subtotal	**$**	**81,393**
Operation Contingency	$	250
Administration	$	8,981
TOTAL EXPENSE	**$**	**90,624**

APPENDIX "C"

Tradition at Red Hook Water System (County District Zone of Assessment W)

Proposed Benefit Assessment Methodology

SUBDIVIDED RESIDENTIAL LOTS	
VACANT	**5**
DEVELOPED	**10**
TRADITION MAIL BUILDING	**10**
TRADITION COMMUNITY CENTER	**10**
TRADITION WASTEWATER PLANT	**10**
VACANT PARCELS	
FIRST WHOLE ACRE	**55**
EACH ADDITIONAL WHOLE ACRE	**11**

No additional benefit units shall be assessed to Open Space Parcels A, B, C or D, which are under the ownership of a Homeowner's Association and/or which are subject to conservation easements or filed declaration prohibiting further residential or commercial uses.

APPENDIX "D"

Memorandum of Understanding for the Operation and Lease of the Water Supply System for Red Hook Acres

MEMORANDUM OF UNDERSTANDING

FOR THE OPERATION AND LEASE OF

THE WATER SUPPLY SYSTEM FOR RED HOOK ACRES

Between

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

And

RED HOOK ACRES, LLC

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MEMORANDUM OF UNDERSTANDING

FOR THE OPERATION AND LEASE OF

THE WATER SUPPLY SYSTEM FOR RED HOOK ACRES

Between

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY

And

RED HOOK ACRES, LLC

This Memorandum of Understanding (hereinafter "**MOU**") is entered into as of the _____ day of September, 2018 between DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY, a public benefit corporation of the State of New York, with offices at 27 High Street, Poughkeepsie, New York 12601 (the "**Authority**"), Red Hook Acres, LLC, a New York limited liability company registered with the New York Department of State with its office at 199 West Road, Pleasant Valley, NY 12569 (the "**Developer**"), and Mr. Roger Hoffman, an individual with an address at 19 Old Farm Road, Red Hook, New York 12571.

WITNESSETH:

Whereas, Roger Hoffman is the owner of real property located in the Town of Red Hook, County of Dutchess, State of New York, which is more particularly described in Schedule A annexed hereto (the "**Property**"), and

Whereas, the Developer is in contract to purchase the Property and intends to develop the Property into one hundred and two (102) residential units consisting of a mix of attached and detached homes, a community center, mail building, wastewater treatment facility, various open spaces, and supporting infrastructure (the "**Project**"), and

Whereas, the Developer has requested that the Authority provide water service to the Project in the amount of 47,750 gallons per day, and

Whereas, the Developer intends to design and construct, or cause to be constructed, a water distribution system to provide potable water service to the Project for the benefit of the owners of those parcels (the "**Water System**"), and

Whereas, the Water System shall consist of (a) a master meter, (b) a series of pipes, valves, hydrants, and (c) service connections to distribute potable water to the homes, community center, mail building, and appurtenant improvements, excluding any improvements described herein, and

Whereas, the Water System is intended to serve the Property and improvements within the Project (collectively the "**Service Area**"), and

Whereas, the Project is within the existing Dutchess County Water District, but is outside of any Zone of Assessment, and

Whereas, the Developer and Mr. Hoffman have requested the Authority to seek approval to form a new Zone of Assessment for the Service Area ("**ZOA**") and to enter into a water supply agreement with the Village of Red Hook to supply water to the Service Area, and

Whereas, the Authority has entered into a water supply agreement among itself, the Village of Red Hook, and the Developer dated July 9, 2018 ("**Water Supply Agreement**"), which by its terms is contingent on the formation of the ZOA among other contingencies consistent with the terms of this MOU, and

Whereas, the Authority will need to amend the service agreement with the County for the new zone of assessment, and

Whereas, the Developer has requested that the Authority operate and lease or acquire the Water System from the Developer to provide water service to the ZOA, and

Whereas, the Developer has requested that the Authority enter into this MOU to identify the contingencies that must be fulfilled and the respective obligations of the parties that must be performed to permit the Authority to operate and lease or acquire the Water System and provide service, to the extent provided in the Water Supply Agreement, to the properties that would be in the ZOA, and

Whereas, the Authority has agreed to enter into this MOU subject to the provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, stipulations, and provisions herein contained, it is hereby agreed as follows:

1. Payment for Authority's Costs. On or before the date hereof, the Developer has delivered to the Authority a good check in the amount of $3,500.00 (the "**Deposit**") to be used to establish an escrow fund from which the Authority will pay all administrative, engineering, legal, and other costs incurred in connection with the Authority's review of Water System design, plans, and specifications and in other activities pursuant to the terms of this MOU (collectively, "**Authority Costs**"). Upon completion of all the Authority's activities described in this MOU, the balance, if any, remaining in the escrow fund will be returned to the Developer with an accounting of the expenses charged to the escrow fund. In the event that from time to time the Authority Costs exceed the amount of the Deposit, the Authority will request the Developer to replenish the escrow fund in an amount determined by the Authority to be appropriate and necessary and such replenishment shall be a condition to the Authority's continuation of performance hereunder. The Developer will be provided an accounting of the expenses to date and an estimate of the costs to complete the request to replenish the escrow fund.

2. Design and Construction.

2.1. Approval of Plans.. The Developer has completed the design of the Water System. The Authority acknowledges that it has reviewed the plans, which received the Town of Red Hook's Final Site Plan and Subdivision Approval, a State Environmental Quality Review Act ("**SEQRA**") Negative Declaration, technical approval from the Dutchess County Department of Behavioral & Community Health and has provided comments to such plans. The final design of the Water System and all plans and specifications of Water System components ("**Plans and Specifications**") are subject to the approval of the Authority, which shall review the design of facilities necessary to provide water service and provide approval of such design, including all Plans and Specifications, in its sole discretion.

2.2. Permits and Approvals. The Developer will be responsible for obtaining all necessary state, county, and town approvals, as well as approval of the Authority, for the design, construction, and operation of the Water System on the Property (the "**Developer Approvals**"), and for the approval of the site plan and/or subdivision. When needed, the Developer will obtain the New York State Department of Environmental Conservation water supply permit and the Dutchess County Department of Behavioral and Community Health water supply permit in the name of the Authority as operator. Upon receipt of the necessary Developer Approvals, the Developer shall commence the construction and/or installation of the physical improvements, infrastructure, equipment, accessories, and components of the Water System in accordance with the terms of the Developer Approvals and the approved Plans and Specifications (the "**Developer Improvements**").

2.3. Certification by Professional Engineer. The Developer shall hire and compensate a New York State Licensed Professional Engineer acceptable to the Authority to inspect and certify to the Authority that construction of each component of the Developer Improvements has been performed in accordance with the Plans and Specifications and the terms and conditions of all Developer Approvals.

2.4. Security for Construction.

2.4.1. The Developer proposes to file the subdivision plat in 8 sections and build the Water System in phases corresponding to those section plats. Before the Developer commences any construction of any of the Developer Improvements, the Developer must post a letter of credit or an alternative form of security acceptable to the Authority, for the full amount of the cost of the construction of that part of the Water System currently being constructed for that phase or section plat (**"Construction Phase"**) plus the Authority's administrative costs to guarantee completion of the construction (**"Performance Security"**). The amount posted shall include labor and materials.

2.4.2. The Authority's engineer, in consultation with the Developer's consulting engineer, will determine the amount of the Performance Security for the Construction Phase. The Authority's determination shall be based on the engineers' recommendations, and its determination shall be final.

2.4.3. If acceptable to the Authority's governing board, and upon review of the Authority's counsel of all Performance Security documents, the Authority will consent to a joint Performance Security for the Water System between the Authority and the Town of Red Hook.

2.4.4. The Performance Security shall be reduced as the balance of construction cost is reduced and the construction has been approved for use by the regulatory agencies and the Town, when applicable. The entire Performance Security shall be released when the Construction Phase is completed to the satisfaction of the Authority and the Town, if joint Performance Security is provided.

2.4.5. Before the balance of the Performance Security is reduced to less than 20% of the cost of construction for that Construction Phase, the Developer must post a maintenance security, in the form of a letter of credit or an alternative form of security acceptable to the Authority, in an amount equal to 20% of the construction cost of that Construction Phase (**"Maintenance Security"**). See

paragraph 9.3, *infra*. The purpose of the Maintenance Security is to assure funds will be available to repair or replace defects found within one year after the commencement of operation of each Construction Phase. The Maintenance Security shall be held for a period of one year after the completion of construction and commencement of operation of that Construction Phase.

2.5. Inspection and Access to Construction by the Authority. Authority personnel will have the right, but not the obligation, to witness and inspect installation and/or construction of Developer Improvements. However, since construction and installation will be certified to the Authority by the Developer's engineer, inspections by the Authority will be at the discretion of the Authority and at its expense. The inspection and testing of Developer Improvements as required by state, county, or local authorities shall be at the expense of the Developer. Authority personnel, consultants, and contractors shall have access to the Property for the purpose of carrying out the rights and obligations of the Authority under this MOU.

2.6. Notice of the Deficiencies. In the event the Authority determines that any work would be unacceptable based upon the approved design and approved plans and specifications, the Authority will notify the Developer in writing within two (2) business days of the discovery of the unacceptable work. All unacceptable work must be corrected to the Authority's satisfaction before the facilities are placed in service.

2.7. Notice of Final Water System Testing. The Developer must provide the Authority at least three (3) business days' written notice prior to any final Water System testing. Following receipt of such notice, in the event that the Authority does not attend such final Water System testing, the Authority waives its right to do so, but such waiver shall not excuse or constitute a waiver of Developer's obligation to correct any defective work.

2.8. Engineering Certification to the Authority. Upon completion of each Construction Phase, the Developer must provide the Authority with the Professional Engineer's certification to the Authority with the engineer's seal, and copies of authorizations of the Dutchess County Department of Behavioral and Community Health, the New York State Department of Environmental Conservation, and any other governmental authority having jurisdiction which are necessary to put the Water System into service. The Authority will accept certifications, and commence operation, only upon the completion of a Construction Phase. The Authority retains the right to accept certifications or commence operation of a portion of a Construction Phase.

3. Ownership of the Water System and Notice to Purchasers Within the District.

3.1. The Developer will own the Water System.

3.2. Prior to selling any property within the Service Area the Developer shall notify the potential purchaser that the Water System is privately owned and provided a projection of the annual water costs to the property. The offering plan will state that the Water System is privately owned and includes an estimate of the initial annual water costs to the property. Before establishing water service to any new property owner, the property owner must certify to DCWWA that they were provided this information.

4. Operating Agreement and Lease

4.1. Before the first residential lot is sold or otherwise conveyed to a third party not affiliated with the Developer or before service to the first customer commences, the Authority shall operate and lease the Water System from the Developer pursuant to the terms and operating agreement and lease ("**Agreement**") and will commence water service to the customers upon application to the Authority. In accordance with the Agreement, attached as Schedule B, the Authority shall operate, maintain, and replace the Water System. The Agreement shall have been signed and be effective before the date service commences. The Authority has no obligations under the Agreement until the first section of construction is complete and service is requested by a property owner.

4.2. The terms of the Agreement shall be consistent with this MOU.

4.3. The Agreement provides that the Authority will pay the Developer $220.00 per year plus any annual increase due for improvements paid by the Developer (paragraph 5.5.5.5) ("**Unit Rent**") for each lot as described in the next paragraph.

4.4. The Unit Rent will be paid for each lot that is receiving water service from or through the Water System.

4.5. After the commencement of the Agreement, the Unit Rent will begin when the lot begins receiving water service from the installed system.

4.6. The Unit Rent will be paid annually in arrears for each year after the Agreement is in effect and paid to the Developer or its designee.

4.7. The initial term of the Agreement shall be for a period not less than ten years and renewable on the same terms for up to 99 years. The lease will not expire without the consent of the Authority.

5. Charges for Water Service

5.1. Components of the Charges.

5.1.1. The Authority shall assess or charge each Subdivided Lot in the ZOA that receives service and all other property served through the Water System.

5.1.2. Each Subdivided Lot and property that is receiving water service through the Water System shall be assessed or charged (i) a share of the Authority's costs to operate the Water System, (ii) a water usage charge and (iii) the Unit Rent.

5.1.3. The water usage charge will include at least the entire variable cost incurred by the Authority to deliver water and will not be less than the amount the Authority pays to the Village of Red Hook for the water delivered to the Water System (**"Usage Charge"**).

5.1.4. The actual costs, excluding Unit Rent and the costs related to usage, that the Authority incurs to operate, maintain, and replace the Water System plus, if paid by the Authority, costs incurred to improve the Water System, plus 10% of the foregoing amounts to fund a replacement and emergency repair reserve constitute the Authority's **"Actual O&M"**. The actual cost incurred is after the annual cost is reduced to reflect draws from the replacement and emergency repair reserve. The Authority has sole discretion over the establishment of budgets and rates for the Water System. However, the Authority agrees that all charges will be directly related to the cost to operate, maintain, and improve the Water System plus overheads apportioned in the same way that the Authority currently allocates such overheads among the systems it operates.

5.2. Initial Charges for Service.

5.2.1. Since the Project will only be partially developed in the early years of the Water System's operation, the initial charge for water service in the Service Area will be normalized until 80% of the 105 units in the Project, *i.e.*, 84 Subdivided Lots are served in the ZOA and through the Water System (**"Initial Assessment Period"**).

5.2.2. During the Initial Assessment Period, the Authority will estimate what its costs to operate the Water System, excluding the Unit Rent and the cost of purchased

water, would be to serve the 105 units that are planned for the Project (**"Estimated Operating Cost"**). The Authority will then divide the Estimated Operating Cost by 84 to develop an **"Estimated Operating Cost per Benefit Unit"**.

5.2.3. During the Initial Assessment Period, the Authority will assess or charge each Subdivided Lot in the ZOA that is connected to the Water System, the Unit Rent plus the Estimated Operating Cost per Benefit Unit plus the Usage Charge. Any other lot that may be served through the Water System will be assessed and/or charged the Unit Rent plus at least the amounts charged to lots and entities within the ZOA.

5.2.4. During the Initial Assessment Period, the Developer will pay quarterly the difference between the Estimated Operating Cost per Benefit Unit assessed and the Actual O&M incurred by the Authority, provided the Actual O&M is not more than 110% of the Estimated Operating Cost. The aggregate of the payments made by the Developer is the **"Developer's Subsidy"**. The Authority may defer, for collection in future years, the amount that it did not collect because it was more than 110% of the Estimated Operating Cost. The Authority will bill the amount of the Developer's Subsidy, and the Developer will have 30 days to pay. Once a total of 84 Subdivided Lots and properties are served in the ZOA or through the Water System, the Developer would no longer be responsible to pay the Developer's Subsidy

5.2.5. The Developer will post a financial security in a form acceptable to the Authority to guarantee payment of the Developer's share of Actual O&M incurred by the Authority (**"Developer's Subsidy Security"**). Beginning on the effective date of the Agreement, the amount of the security shall be the Developer's share of Actual O&M for the next five years. The Developer's Subsidy Security shall be recalculated and reduced or increased annually to reflect the Developer's potential liability over the ensuing 5 years, noting that said liability should decrease each year that additional Lots are connected to the Water System. Once 84 Subdivided Lots and entities are served in the ZOA or through the Water System the entire Developer's Subsidy Security shall be released.

5.3. <u>Additional Improvements to the Water System</u>.

5.3.1. <u>During the Initial Assessment Period</u>

5.3.1.1. During the Initial Assessment Period, the Authority will not implement any improvement that will be charged to lots in the Service Area, unless

required by a regulatory authority having appropriate jurisdiction without the Developer's approval, which will not be unreasonably withheld.

5.3.1.2. In the event that there is a mandated capital improvement to the Water System, as directed by a regulatory body having appropriate jurisdiction, the Developer shall construct the improvement or, if the Developer elects not to construct the improvement, the Developer shall fund the Authority's construction of the improvement by depositing such cost prior to construction as directed by the Authority.

5.3.1.3. As with the prior provisions in this MOU addressing the initial construction, plans and specifications are subject to the approval of the Authority.

5.3.1.4. Failure to construct or fund the improvement will constitute a default, and ownership of the Water System will pass to the Authority as provided herein.

5.3.1.5. If such improvements are installed or paid for by the Developer, the Authority agrees to increase purchase price and lease payment. The purchase price would increase by the cost of the improvements and reduced at the time of purchase in accordance with 6.2 below. To reflect the full cost of the improvement, after a showing that the costs were incurred and paid, the Unit Rent would increase by the

Cost of the Improvements / (105 Units x 10 Years).

5.3.2. <u>After the Initial Assessment Period</u>

5.3.2.1. After the Initial Assessment Period, the Authority will implement any improvement or replacement project it feels is proper and charge the users in the assessment district in the same way it charges in its other zones of assessment within the Dutchess County Water District.

6. Option to Purchase. The Authority shall have the option to acquire the Water System.

6.1. Upon Abandonment

6.1.1. The Authority may acquire the Water System for $1.00 upon the abandonment of the Water System.

6.1.2. The Developer will have abandoned the Water System (i) if it fails to construct the Water System in accord with the MOU or succeeding contracts with the Authority or (ii) if it does not pay the Developer's Subsidy, other charges, or costs to be paid by the Developer, or post a required security pursuant this MOU and the Agreement. The Developer shall have a period of thirty (30) days after written notice from the Authority to address a noticed construction defect or to pay unpaid amounts that were properly charged. Should the Developer fail to correct after notice, the Developer would be required to assign its interests in the Water System to the Authority to facilitate the Authority's operation and/or completion of the Water System. Any transfer to the Authority shall be free and clear of all liens and encumbrances. All securities that had been posted by the Developer and still in effect at the time of the abandonment shall continue.

6.1.3. Abandonment of the Water System shall not mean isolated, single, or non-material failures to meet requirements, but shall only mean continuing, repeated, and material failures of the construction requirements that result in a failure to complete construction in time to meet the demands of lot owners, or a reduction in Water System capacity and/or reliability.

6.1.4. In the event of a dispute regarding any element of a claim that the system has been abandoned, such dispute shall be determined by arbitration in the manner set forth in Article XIX of the attached Agreement.

6.2. Market Option. At any time after operation of the Water System commences, the Authority may purchase the Water System for $600,000 plus the improvements paid for by the Developer (paragraph 5.5.5.5, above) less 50% of the total lease payments made as of the date the purchase price is paid ("**Purchase Price**"). The Purchase Price shall not be more than the fair market value based upon the methods for valuing a utility as applied by a qualified appraiser approved by the Developer and paid by the Authority. If the Purchase Price is more than the fair market value, then the Purchase Price would be reduced to the fair market value. The terms of the sale are set forth in this MOU.

6.3. Effect of Purchase.

6.3.1. In the event the Authority exercises its option to purchase, the Developer shall indemnify and hold harmless the Authority from any alleged violations of law or regulation arising out of the construction of the Water System prior to the date of transfer of the Water System from the Developer to the Authority.

6.3.2. Should the Authority exercise its option before the Project is complete, the Authority shall negotiate with the Developer and its assignees a new operating agreement that will permit the Developer and its assignees to complete the Project.

6.3.3. The Authority shall thereafter assess properties within the Project as provided in its enabling statute and shall share the operation, maintenance, repair, and replacement costs with all property served through the Water System; not charge property within the Service Area for any costs related to providing service to properties outside of the Service Area, and charge the cost to acquire the Water System to all properties serviced by or through the Water System on a benefit basis.

7. Surplus Capacity

7.1. The Authority and the Developer acknowledge that the Water System will be designed based upon current rules and regulations of the authorities having jurisdiction and the approval of the design and construction of the Water System will be based upon a theoretical design capacity to provide service to the Service Area. At some time, subject to the approval of the authorities having jurisdiction, it may be determined that the Water System has the capability to serve additional users. Should that determination and approval by the authorities having jurisdiction occur and should it not be in conflict with an existing, modified, or new agreement with the Village of Red Hook, the Developer, with the consent of the Authority and if at that time it owns the Water System, will have the right to sell such additional capacity and retain the payment as a contribution towards its prior expenditures.

7.2. The Authority and the Developer further acknowledge that the Authority may be interested in using the Developer's Water System to transfer water to a Water System known as the Rokeby Water System. If the Authority transmits water through the Water System and the Developer owns the Water System at that time, the lease payment to the Developer will increase for each property in the Rokeby Water System by the same charge per benefit unit, *i.e.*, the Unit Rent, as assessed onto the other properties served in the ZOA.

8. Closing. For the purposes of this MOU, closing is defined as the date the Agreement is executed.

9. Deliveries by Developer. Developer will deliver to the Authority at or before the closing the following:

9.1. Duly recorded easements in the form and substance acceptable to the Authority and its attorneys to enable the Authority to enter into the described easement areas within the Property to enable the Authority to test, inspect, operate, maintain, repair, and replace the Water System and all of its components (the "**Easements**"). The location as shown on the approved subdivision and site plans for the project and scope of all easement areas are subject to the Authority's prior written approval. Such easements shall be accompanied by duly completed and executed Forms TP-584. All recording and filing fees shall be paid by the Authority.

9.2. Easements will be delivered for each section of the Project upon the filing of that section's plat. The Developer shall deliver to the Authority three (3) paper copies and one (1) electronic copy of the as-built records, including drawings; specifications; equipment, operational and maintenance manuals; inspection, test and material reports, and equipment and material guarantees and warranties for the Water System and its components prior to the date service will be provided from that section by the Authority.

9.3. The Maintenance Security, referenced in paragraph 2.4.5, shall be in a form acceptable to the Authority. The Maintenance Security is to guarantee the repair of defects found within one year of commencing operation of each Construction Phase of the Water System and shall remain in effect for a period of one (1) year from the date of acceptance by the Authority. The Maintenance Security will be surrendered to the Developer at the end of the one (1) year period. The amount of the Maintenance Security shall be in an amount equal to 20% of the construction costs for each Construction Phase.

9.4. In addition, upon acquisition of the Water System by the Authority, the Developer shall provide such other documentation as the Authority and its attorney shall reasonably request to insure that the Water System and the Easements are transferred free and clear of any and all claims, conditions, liens, or encumbrances.

10. Conditions Precedent and Responsibilities. The Authority's obligations to perform service to the Red Hook Assessment District are contingent upon the fulfillment of all conditions precedent ("**Conditions Precedent**").

10.1. Conditions Precedent. Conditions Precedent include, without limitation, the following:

10.1.1. Evidence of completion of the requirements for compliance with SEQRA;

10.1.2. Review and non-denial of the Project by the Legislature of the County of Dutchess in accordance with the provisions of Section 1124(6) of the Public Authorities Law and establishment of Zone of Assessment by the County of Dutchess consisting of all of the properties in the Service Area and amendment of the service agreement between the County of Dutchess and the Authority;

10.1.3. The Developer's receipt of all Developer Approvals, including, without limitation, approvals of the Dutchess County Department of Behavioral and Community Health (DCDBCH), and the Town of Red Hook (the "Town"), and the delivery of true copies thereof to the Authority;

10.1.4. Delivery to the Authority

i. a true copies of certificates of occupancy and/or certificates of compliance issued by the Town covering the Developer Improvements that require the same or written documentation from the Town that no such certificates are required and

ii. written documentation from the Town and any other governmental authority having jurisdiction that there are no violations against Developer Improvements, the Water System, or the Easements;

10.1.5. The Authority's receipt of the Deposit described in paragraph 1 above and, to the extent required by the Authority, the replenishment of the escrow fund described in paragraph 1 above;

10.1.6. The final Site Plan and Initial Subdivision approval of the Property with a copy of the Plan Map as approved;

10.1.7. The Authority's receipt of the Performance Security described in paragraph 2.4 above;

10.1.8. The Developer's

i. execution and delivery to the Authority of the Easements and all other instruments and

ii. delivery to the Authority of the Developer's Subsidy Security .

10.2. Reimbursement for Authority's Expenses. The Developer understands and agrees that in the event that all Conditions Precedent referred to herein have not been fulfilled, the Developer shall be responsible for reimbursement to the Authority of all Authority Costs incurred by the Authority.

10.3. Authority's Responsibilities. Subject to the fulfillment of all Conditions Precedent, the Authority shall maintain and operate the Water System.

11. Authority Shall Apply to Establish the Zone of Assessment. Following the fulfillment of the Conditions Precedent described in paragraphs 10.1.1 and 10.1.5, the Authority shall promptly apply to the Dutchess County Legislature for the establishment of the Zone of Assessment for the Service Area and shall employ commercially reasonable efforts to enter into a service agreement with the County of Dutchess. The Developer shall take such action in support of those efforts as the Authority may reasonably request.

12. Payment for Water Service Will be Made to the Authority. The Developer acknowledges that once the Water System is put into service, the Developer or any successor developer or lot owners or homeowners who have closed on the purchase of their lots or homes in the ZOA will be obligated to pay the Authority's charges for property in the ZOA. The Authority's costs shall be assessed against all users and subdivided lots that can be provided service in the ZOA and any premises served from extensions to the ZOA.

13. Notices

13.1. Any notice or demand which either party hereto may desire to give to the other shall be deemed properly given when deposited in the United States mail, postage prepaid and certified or registered, or delivered by nationally recognized overnight courier service, or hand delivered, or sent by confirmed facsimile, addressed if to the Authority to

Dutchess County Water and Wastewater Authority
27 High Street
Poughkeepsie, New York 12601
Attention: Bridget Barclay, Executive Director

And if to Developer, to

Albert A. Natoli, P.C.
Counselor-at-Law
233 Broadway, Suite 810
New York, NY 10279-0815
Tel: 212-619-8087
Fax: 877-770-8087

and

Red Hook Acres, LLC
199 West Road, Suite 101
Pleasant Valley, New York 12569
Attention: Joseph T. Kirchhoff, Managing Member

or such other address of which a party may be notified in writing by the other party. Such notice shall be deemed to have been given upon receipt thereof by the party to whom such notice is given.

13.2. Any notice or other communication ("**Notice**") shall be in writing and either

i. sent by either party's respective attorneys who are hereby authorized to do so on their behalf or

ii. delivered to the respective addresses given in this MOU for the party to whom the Notice is to be given, or to such other address as such party shall hereafter designate by Notice given to the other party or parties pursuant to this paragraph.

14. Binding Effect; Non- Assignable. This MOU shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The rights and obligations of the Developer under this MOU (i) may only be assigned to an affiliate or related third party, and if such entity is an LLC, it must have been authorized to do business in the State of New York, and (ii) may not be assigned without the prior written consent of the Authority.

15. Compliance with Closing Conditions. The parties hereto shall use their best efforts to comply with the respective Closing conditions to be performed on their part.

16. Termination. This MOU and all the terms and provisions thereof shall be deemed canceled and the respective rights and obligations of the parties hereunder shall cease and neither party

shall have any further rights, obligations, or liabilities against or to the other hereunder or otherwise, upon the following:

16.1. Mutual Agreement – Authority and Developer may, at any time prior to the Closing Date, mutually consent to the termination of this MOU, or

16.2. Failure to Obtain Necessary Approvals - In the event any of the consents, approvals, and authorizations of any nature required in connection with this transaction are (i) not issued on or before the Closing Date or after a reasonable postponement agreed upon by both parties or (ii) granted on conditions not expressed or contemplated in this MOU including, but not limited to, payments or refunds to customers (unless such conditions are acceptable to the party charged therewith).

16.3. Time - Five (5) years after the date on which this MOU is signed unless the Agreement referenced herein is implemented or unless extended by agreement by both parties.

17. Recording. This MOU with attachments and the Agreement when executed shall be recorded in the office of the County Clerk. The cost for recording these documents is the responsibility of the Authority.

18. No Third Party Beneficiaries. Nothing contained in this MOU is intended or shall be construed to give any person, corporation, or other entity, other than the parties hereto and their respective successors, any legal or equitable right, remedy, or claim under or in respect of this MOU or any provision herein contained; this MOU being intended to be and being for the sole and exclusive benefit of the parties hereto and their respective successors and for the benefit of no other person, corporation, or other entity.

19. Law to Govern and Venue. This MOU shall be governed by and construed and enforced in accordance with the laws of the State of New York. The venue for any action brought relating to this MOU shall be the County of Dutchess.

20. Counterparts. This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. Paragraph Headings. The paragraph headings in this MOU are for convenience of reference only and shall not be deemed to alter or affect any provision thereof. Reference to numbered "paragraphs", "subparagraphs", and "Schedules" refer to paragraphs and subparagraphs of this MOU and Schedules annexed hereto.

22. Miscellaneous.

22.1. This MOU incorporates all of the parties' prior understandings, agreements, and representations, whether oral or written, which are hereby merged into this MOU, which contains the entire agreement and understanding of the parties.

22.2. If any provision, sentence, term, clause, or word of this MOU shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, sentence, term, clause, or word herein, and this MOU shall be enforced, to the maximum extent possible by law, with reference to the original intention of the parties hereto, from a reading of the entire MOU, including any such provision, sentence, term, clause, or word held to be invalid.

22.3. This MOU may not be changed, altered, amended, waived, terminated, or otherwise modified unless the same shall be in writing and signed by each party hereto.

22.4. Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this MOU may require it.

22.5. This MOU shall not be binding or effective until duly executed and delivered by Developer and Authority.

22.6. Developer and Authority shall comply with IRC reporting requirements, if applicable. This Subparagraph shall survive Closing.

22.7. Each party shall, at any time and from time to time, execute, acknowledge where appropriate, and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this MOU. This subparagraph shall survive Closing.

IN WITNESS WHEREOF, the parties hereto have executed this MOU and affixed their corporate seals the day and year first above written.

DUTCHESS COUNTY WATER AND
WASTEWATER AUTHORITY

By: _____
Name: Bridget Barclay
Title: Executive Director

RED HOOK ACRES, LLC

By: _____
Name: JOSEPH T. RUCKHOFF
Title: MANAGER

Mr. Roger Hoffman, Property Owner

By: Roger H. Hoffman
Name: Mr. Roger Hoffman

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

On the 26th day of Sept, 20 18, before me, the undersigned, a Notary Public in and for said state, personally appeared BRIDGET BARCLAY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Pamela Compasso
Notary Public

PAMELA ANN COMPASSO
Notary Public, State of New York
Reg. #01CO6318571
Qualified in Dutchess County
Commission Expires 1/26/19

STATE OF NEW YORK :

: ss.

COUNTY OF DUTCHESS:

On the 26th day of Sept, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Joseph T. Kirchhoff, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Pamela Compasso

Notary Public

PAMELA ANN COMPASSO
Notary Public, State of New York
Reg. #01CO6318571
Qualified in Dutchess County
Commission Expires 1/26/19

STATE OF NEW YORK :

: ss.

COUNTY OF DUTCHESS:

On the 28th day of September 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared ROGER HOFFMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument.

Notary Public

USA ANN SIMMS
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires Dec. 30, 2021

SCHEDULE A

Legal Description

[of the Property on which the Project is located]

WELCH SURVEYING

7 ORLICH ROAD
RED HOOK, NEW YORK 12571
(845) 876-1000 FAX: (845) 758-1342
E-mail: WelchSurv@aol.com

Property Description prepared for
Red Hook Acres, LLC
Outbounds Description excluding Lot 103

Being all that piece, parcel or tract of land situate in the Town of Red Hook, County of Dutchess and State of New York, and being bounded and described as follows:

Beginning at a point on the southwesterly line of Old Farm Road, said point being the intersection of the northerly line of Lot 103 as shown on shown on a plat entitled "Amendment to Filed Map No. 9147, Section One Subdivision Plat, Hoffman Property," with the southwesterly line of Old Farm Road, said point being a southeasterly corner of the herein described premises; thence along the northerly and westerly lines of Lot 103 as shown on said map the following three courses and distances, South 60 degrees 38' 12" West 80.32 feet to a point; thence South 72 degrees 04' 38" West 158.00 feet to a point; thence South 10 degrees 54' 24" West 110.15 feet to a point, said point being the southwesterly corner of Lot 103 and being a northwesterly corner of Lot 1 as shown on Filed Map No. 9147-B, lands now or formerly of Steve Hoffman Properties, LLC, Document No. 02 2013 2002; thence along the westerly and southerly lines of Lot 1 as shown on said map the following two courses and distances, South 09 degrees 02' 51" West 193.03 feet to a point, said point being the southwesterly corner of Lot 1; thence South 81 degrees 24' 13" East 307.06 feet to a point, said point being the southeasterly corner of Lot 1 and being on the westerly line of Lot 2 as shown on Filed Map No. 8957, lands now or formerly of Lyceum Six Partners, Document No. 02 1991 2693; thence along the westerly line of Lot 2 as shown on said map, South 08 degrees 35' 46" West 395.82 feet to a point, said point being the southwesterly corner of Lot 2 and being on the northerly line of Lot 21 as shown on Filed Map No. 2909, said point being a southeasterly corner of the herein described premises; thence along the northerly lines of Lots 21, 22, 23 and 24 as shown on Filed Map No. 2909, North 75 degrees 19' 45" West 373.97 feet to a point, said point being the southeasterly corner of Lot 26 as shown on Filed Map No. 2909 and being the southwesterly corner of the herein described premises; thence along the easterly line of Lots 26, 27, 28 and 29 as shown on said map, North 09 degrees 02' 51" East 431.73 feet to a point, said point being the northeasterly corner of Lot 29 as shown on said map; thence along the northerly line of Lot 29 and along the northerly line of lands now or formerly of Dutchess County Water and Wastewater Authority, Document No. 02 2000 6186, North 83 degrees 01' 20" West 527.97 feet to a point, said point being the northeasterly corner of lands now or formerly of Arnold M. and Alice B. Colburn, Document No. 02 2006 6610; thence along the northerly line of said lands now or formerly of Colburn, and along the northerly line of Parcel B as shown on Filed Map No. 6202, lands now or formerly of Franz N. and Mary K. Stoppenbach, Liber 1715 page 525, partly along a stone wall and partly along remains of a wire fence,

the following three courses and distances, North 83 degrees 59' 57" West 34.72 feet to a point; thence North 83 degrees 38' 36" West 456.45 feet to a point; thence North 10 degrees 22' 54" East 66.00 feet to a point; thence partly along remains of wire fence, North 65 degrees 21' 16" West 768.90 feet to a point, said point being on the easterly line of Lot 3 as shown on Filed Map No. 9526-C, and being the southwesterly corner of the herein described premises; thence along the easterly lines of Lot 3 and Lot 5 as shown on said map, North 23 degrees 38' 54" East 1096.96 feet to a point, said point being the northwesterly corner of the herein described premises; thence along the southerly line of Lot 5 as shown on Filed Map No. 9526-C, and along the southerly lines of Lots 2, 3, 4, 5, and 6 as shown on Filed Map No. 8162, the following two courses and distances, South 79 degrees 34' 17" East 1228.66 feet to a point; thence North 71 degrees 16' 42" East 26.42 feet to a point, said point being on the westerly line of Old Farm Road, aforementioned, and being the northeasterly corner of the herein described premises; thence along the westerly line of Old Farm Road the following, South 17 degrees 55' 22" East 931.11 feet to a point; thence along a curve to the left, having a radius of 300.00 feet and a chord of South 29 degrees 38' 07" East 121.80 feet, an arc length of 122.65 feet to the point or place of beginning.
Containing 50.813 acres

Schedule B

[Operating Agreement and Lease]

APPENDIX "E"

DUTCHESS COUNTY WATER DISTRICT
ZONE OF ASSESSMENT "W"
Tradition at Red Hook Water System

PRELIMINARY ENGINEERING REPORT

(Excerpt of Preliminary Engineering Report for the Hoffman Property Subdivision; Poughkeepsie, NY: LRC Group, rev. 8/26/2015)

EXCERPT OF

PRELIMINARY ENGINEERING REPORT

For:

"HOFFMAN PROPERTY SUBDIVISION"

Located at:
19, 25, & 45 Old Farm Road
Town of Red Hook, Dutchess County, New York
Tax ID 6272-00-103351, 191306, & 204261

Dated:
June 5, 2015
Revised: August 26, 2015

Prepared For:
Kirchhoff Properties, LLC

199 West Road, Suite 101
Pleasant Valley, NY 12569

PREPARED BY:

LRC GROUP

Land Planning ~ Civil Engineering~ Environmental Services ~Surveying Services ~ Landscape architecture

85 Civic Center Plaza, Suite 103
Poughkeepsie, NY 12601
Phone 845-243-2880
Fax 845-265-8175

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1.0 INTRODUCTION

1.1 Location

The subject property consists of three (3) existing parcels with a total of 52.05 acres located at 19, 25 and 45 Old Farm Road, in the Town of Red Hook, Dutchess County, New York. The property is identified as Tax Parcels 6272-00-204261, 191306 and 103351 according to Dutchess County Parcel Access records. The property is shown on Filed Map 9147 and 9147A according to the records of the Dutchess County Clerk's Office. The project has UTM coordinates of 592416 Easting and 4648670 Northing. The properties are located within the TND Residential and TND Commercial Center Zoning Districts.

The property abuts the Village of Red Hook to the north which is served by the Village Water System. The property also abuts the existing Rokeby Residential Community to the south. The Rokeby Subdivision has a water supply system controlled by the Dutchess County Water Wastewater Authority as Zone of Assessment F.

1.2 Existing Conditions Summary

19 Old Farm Road is the most developed of the three existing parcels. The 8.4 ± acre property is the location of the Hoffman Barn Sale - Antiques Store. The property is not currently equipped with sewer or water. 25 Old Farm Road is a 1.0 ± acre lot which has an existing 3 bedroom single family home. The single family home is serviced by a private well and subsurface sewage disposal system on the property. The larger 42.6 ± acre property located at 45 Old Farm Road is currently undeveloped and has been primarily used for farming purposes.

Elevations at the site are relatively flat with the high side of the site being the north east corner along Old Farm Road and the border with the Village of Red Hook. Elevations fluctuate and drop slightly as you travel from north to south and east to west with the low point being the existing New York State Department of Environmental Conservation (NYSDEC) wetland located on the western side of the property.

Soils found at the site have been classified by the United States Department of Agriculture (USDA) Soil Survey of Dutchess County, New York. The following soils groups are present, based on the afore-noted mapping:

1. Ca: Canandaigua silt loam, neutral substratum
    a. These soil formations consist of very deep, concave, and very poorly drained soils that formed in silty and clayey glaciolacustrine deposits. Slopes are typically smooth in the range of 0 to 3 percent.

2. HeA: Haven loam, nearly level
    a. These soil formations consist of very deep, convex, and well drained soils that formed in loamy glaciofluvial deposits over sandy and gravelly glaciofluvial deposits. Slopes are typically in the range of 0 to 3 percent.

3. Pc: Palms muck
    a. These units consist of very deep and very poorly drained soils that formed in organic material over loamy glacial drift deposits. They commonly range from 0 to 3 percent slopes.

The nearest water body is a farm pond located within the DEC wetland which will not be altered as part of this project. The farm pond is not a mapped water body. There is one NYSDEC wetland located on the western portion of the site identified as NYSDEC wetland KE-3. The wetland and its 100 foot adjacent area are 24.88 acres of the 52.05 acres. There is no proposed disturbance within the wetland or its adjacent buffer. There are no mapped floodplains on the project site.

1.3 Existing Demand

The existing sewer and water demand for the three properties comprising the future Hoffman Property Subdivision are very minimal. As stated above the existing antique shop located at 19 Old Farm Road does not currently have any sewer or water demand. The single family home is not metered but existing maximum day demand is estimated at less than 300 gallons. The existing private well will be abandoned in accordance with Dutchess County Department of Health standards. A well abandonment application has been included in **Appendix B**.

1.4 Proposed Project Description

The proposed project will create a "Traditional Neighborhood Residence" project consisting of 102 new residential lots. The planned project will consist of single family homes, cottages, and townhouses as outlined within the TND District Regulations.

The single family home, its well and septic field, currently located at 25 Old Farm Road, will be removed as part of this project. The existing commercial use located at 19 Old Farm Road will remain on a new 1.25 acre portion of tax lot 6272-00-204261. This use is consistent with the TND Commercial Center Zoning. The project also proposes civic space with a mix of squares, green space and a community center. In addition to the civic space approximately 39.05 acres of the site will remain open space.

Based on the location of the project, the water supply system has been designed to create a connection to the existing Village of Red Hook water distribution system. The project offers unique benefits to the Village and Rokeby water systems as it can be used as a conduit to connect these two independent systems in the future. The proposed water system is further described in section 2.4 below. The new development will be served by a new gravity sewer collection system and a new community subsurface sewage disposal system which will be described in section 3.3 of this report.

2.0 WATER SERVICE

2.1 Domestic Water Demand

The estimated water demand design rates are based on a 75 gallon per capita per day (GPCD) for a metered public water supply. According to US census data the average occupancy per home is 2.6 persons for New York State and is also 2.6 persons per home for Owner Occupied Homes in Red Hook. A 20% additional demand was added to account for water loss. The average day water demand is 23,868 or 24,000 GPD. A 2 time peaking factor has been applied to the water system design for a max day of 48,000 GPD. Detailed Calculations can be found in **Appendix D**.

The water system is designed to include all of the proposed residential units. The existing antiques center at 19 Old Farm Road will not be provided with a water connection. Should water supply be needed in the future there is adequate space onsite to provide a private well for the commercial component.

There is a proposed community building which will hold homeowners activities such as monthly board meetings, birthdays, bridal showers, book clubs, etc. The community building will not include a ballroom or large event space. The community building will be used by the residents of the community and will not generate additional wastewater flows.

2.2 Fire Suppression

Water supply for fire suppression will be provided in accordance with NFPA 1142 "Standards on Water Supply for Suburban and Rural Fire Fighting", 2012. The existing Village water system does not currently have the capacity to provide fire flows. The project has been presented to the Town of Red Hook Fire Department. The department has acknowledged that the domestic water supply system will not provide adequate fire flows and that the water supply for fire suppression will be provided using available mobile water supply apparatus. This method is acceptable according to NFPA 1142 and is used to provide fire flow throughout the Town of Red Hook.

The applicant has however agreed to size the water distribution system to accommodate fire flows and to provide fire hydrants throughout the proposed system should fire flows become available in the future. Until such time fire flows are available, the hydrants will be banded to indicate they will have limited municipal fire flow capacities.

2.3 Water Source and Treatment

The proposed project will connect to the Village of Red Hook Water Distribution System. The Village operates under Water Supply Permit # PN 3-1348-00158-00001. Based on January 2014 Report completed by CT Male, "Firehouse Lane Well Field Water Supply Report" the Village has an available water supply of 475,200 GPD with the largest well out of service. The Village has a max day water demand of 383,000 GPD and a committed flow of 44,000 GPD for Anderson Commons and several smaller projects. The Village has a surplus capacity of 48,200 GPD which exceeds the max day demand of 48,000 GPD for the proposed project. An additional well has been constructed and will further expand the Village's available capacity.

The Village has an existing water treatment and storage system. The applicant is working with the Village of Red Hook engineer to determine what if any improvements will be required for the proposed connection.

2.4 Recommended Improvements

The water system will connect to the Village of Red Hook water distribution system located at the intersection of Old Farm Road and Cambridge Drive. A new, metered water connection, with backflow prevention, will be made with a new 8" water distribution system throughout the proposed project. As stated above the project will construct fire hydrants in critical points throughout the distribution system should fire flows become available in the future.

3.0 WASTEWATER SERVICES

3.1 Wastewater Generation

The estimated sewer demand design rates follow the guidelines established by the NYSDEC in the "New York State Design Standards for Intermediate Sized Wastewater Treatment Systems" March 5, 2014. The proposed demand for the project has been calculated in accordance with section B.6.b Design flow method 3. Flow rates can be determined using water usage data collected from similar operations.

We evaluated a similar development in the vicinity of the proposed project. The Rokeby Water System is located in the Town of Red Hook, Dutchess County, NY. Constructed in the 1960's and 70's, it was acquired by the Dutchess County Water and Wastewater Authority in 2000 as Zone of Assessment F of the County Water District. We evaluated over five years of water usage records from the Rokeby residential development.

The Rokeby water system has 55 – 3 bedroom residential properties and one commercial parcel. The homes all consist of 3 bedroom homes as shown on Filed Map 2909. The development is analogous is terms of the house size, location, and demographics. The water usage records are a conservative representation of the flow rates we would expect at the new developed as the proposed project will incorporate modern water saving fixtures.

The commercial property has an average daily flow of 680 GPD according to the DCWWA. The water records showed each residential unit had an average water usage of 126 GPD. We are using a conservative design value of 135 GPD per home. It should be noted the recorded water usage has dropped significantly after the DCWWA replaced the water meter in 2013. Flow data for the Rokeby water system is provided in **Appendix A**.

To determine the max day peaking factor we have evaluated the max day for each month and averaged that to determine the max day for the year. Taking the average of the max day for each month is an accepted practice as there is some error in recording times and extraneous events such as hydrant flushing. The "average" max day for the year was then compared with the average flow for the entire year. Over the two years studied, the max day factor was determined to be 1.50. A conservative value of 1.55 has been used for the design.

Additional sewage flow has been provided for a future connection to the existing antiques center to remain at 19 Old Farm Road. The existing building currently has no sewer or water connection. As a result of the proposed subdivision the lot will become less than fire acres. The new lot will not have the space needed to provide a private SDS. As such capacity has been added to the SDS design to account for a future connection if needed. The total sewer demand for the project is 21,744 GPD. Detailed calculations are included in **Appendix D**.

3.2 Existing Wastewater Treatment

The existing single family home family home located at 25 Old Farm Road is proposed to be demolished. The existing septic tank will be pumped out and removed or filled with granular material and the SDS will be abandoned.

3.3 Recommended Improvements

Sanitary wastewater from the proposed development will be treated by a new community subsurface sewage disposal system. The system has been designed in accordance with NYSDEC "Design Standards for Intermediate-Sized Wastewater Treatment Systems" March 5, 2014. The project will include a new gravity collection system, central septic tanks, a pump chamber, and leaching fields. The system will be installed as an alternating field system which will improve performance and increase the life span of the system by allowing time for each field to rest.

Collection System

The community will be served by a conventional 8" diameter gravity sewage collection system, to convey raw, sanitarily wastewater to a central location for subsequent treatment and disposal. All connections will have rubber gaskets conforming to ASTM D-3212. The line has been designed with a minimum slope of 0.4% in accordance with Ten State Standards "Recommended Standards for Wastewater Facilities, 2004". This design, as opposed to a STEP system, will better facilitate connection to a regional facility should one become available in the future.

Treatment

Primary treatment will be provided by a series of conventional septic tanks. The tanks have been sized in accordance with NYSDEC "Design Standards for Intermediate-Sized Wastewater Treatment Systems" March 5, 2014. For flows exceeding 15,000 gallons per day the required septic tank size must equal the total design flow. The system will include six (6) 4,000 gallon septic tanks in three (3) flow paths, with a total capacity of 24,000 gallons. The three flow paths will allow the septic tanks to be installed in three stages as the project phasing is implemented.

Soil Testing

The LRC Group completed deep tests on February 4, 2010. The deep tests were witnessed by Mr. James Napoli, P.E. from the Dutchess County Department of Health (DCDOH). On September 12, 2012 LRC conducted percolation tests. Deep and Percolation tests were conducted at the locations of the proposed septic field and expansion areas.

Based on the field test data, the amount of native material present at the site is consistent with the requirements for a traditional absorption trench or absorption bed system with no fill pad. The deep tests showed the native soil is over 8 foot deep and no rock or water was encountered in the location of the proposed improvements. The percolation tests conducted on September 12, 2012 are consistent and range between 1 and 3 minutes. The results of the deep and percolation tests can be found in **Appendix C** of this report.

Subsurface Disposal System

The subsurface disposal system will be designed and constructed to treat 150% of the design flow in three (3) field areas. On an annual basis one area will be rested while the other two remain in use. Allowing a resting period will extend the functional life of the system and is recommended by the NYSDEC. We are requesting a 20% reduction in the size of the distribution lines due to the use of an alternating field system.

Using the field percolation rate of 1-5 minutes, the primary system has been designed to include thirty-eight (94) rows at a length of 94 linear feet for a total length of 11,562 feet. Full design calculations can be found in **Appendix D** of this report.

Expansion System

The expansion system has been designed to treat 50% of the design flow. Should one of the three (3) primary fields fail, the expansion area can be constructed and the soil in the failed area can be restored.

Using the field percolation rate of 1-5 minutes, the expansion system has been designed to include thirteen (42) rows at a length of 94 linear feet for a total length of 3,948 feet. Full design calculations can be found in **Appendix D** of this report.

The system will include a pump chamber between the septic tanks and the sewer fields. The pump chamber will dose the system. Detailed design information and calculations will be provided with the final engineers report.

4.0 CONCLUSSIONS

This engineer's report has detailed the proposed sewer and water supply for the Hoffman Property Subdivision. The proposed design is in substantial compliance with the requirements of the Town of Red Hook, NYSDEC, and the DCDOH.

APPENDIX D

System Design Calculations

85 Civic Center Plaza, Suite 103
Poughkeepsie, NY 12601
Phone: (845) 243-2880
Fax: (845) 265-8175

Land Planning ~ Civil Engineering ~ Environmental Services
Land Surveying ~ Landscape Architecture

Project:	Hoffman Property		Project #:	12-1263	
Calculations by:	SMO	Checked by:	RM	Date:	06.03.15

PROPOSED WATER DESIGN FLOWS

Average Daily Flow		
Number of Units	102	
Persons Per House[1]	2.6	
Flow Per Unit	75	GPD
Average Day Flow	19890	GPD
Design Flow[2]	23868	GPD
Use Avg. Day	**24000**	**GPD**

Max Daily Flow		
Max Day Flow[3]	47736	GPD
Use Max Day	**48000**	**GPD**

[1]According to census data the average occupancy per home is 2.6 persons for New York State and is also 2.6 persons per home for Owner Occupied Homes in Red Hook

[2] 20% Added for potential water loss.

[3] Max day based on two (2) times average day demand.

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Fax: (845) 265-8175

LRC GROUP

Land Planning ~ Civil Engineering ~ Environmental Services
Land Surveying ~ Landscape Architecture

Project:	Hoffman Property			Project #:	12-1263
Calculations by:	SMO	Checked by:	REM	Date:	06.03.15

Location:	19, 25, 45 Old Farm Road		
Parcel ID:	6267-00-204261		
project:	Traditional Neighborhood Development		
Flow per Unit[1]:	209.25	GPD	
Proposed Units:	102		
Residential Flow:	21343.5	GPD	
Ex Commercial	5000	SQ FT	Antique Center at 19 Old Farm Road to Remain
Design Rate:	0.08	GPD / SQ FT	
Commercial Rate:	400	GPD	
TOTAL RATE:	**21,744**	**GPD**	

[1] Flow per unit is based on 1.55 times the average daily flow for the Rokeby subdivision. The Rokeby subdivision is analogous to the proposed project in many ways as described in the engineers report.

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Land Planning ~ Civil Engineering ~ Environmental Services
Land Surveying ~ Landscape Architecture

Project:	Hoffman Property			Project #:	12-1263
Calculations by:	SMO	Checked by:	REM	Date:	06.03.15

SSDS DESIGN CALCULATIONS			
Total Design Flow:	21,744	GPD	
Septic Tank Required:	21,744	GALLONS	
Standard Tank Size:	24,000	GALLONS	(6*4,000 Gallons)
Perc Rate:	5	Min	
App Rate:	1.20	gal/day/sq ft	

SDS System			
Bottom Area:	18,120	SQ FT	GPD/Application rate
20% reduction:	15,100	SQ FT	for alternative field system
Required Trench Length:	7,550	LF	
Required Primary:	11,325	LF	150% for Primary
Expansion length:	3,775	LF	50% for Expansion

Primary System	
Length of Rows:	94
Number of Rows:	123
Total Length:	11,562

ExpansionSyetm	
Length of Rows:	94
Number of Rows:	42
Total Length:	3,948

APPENDIX "F"

WATER SALE AGREEMENT

THIS AGREEMENT made as of the 9th day of July, 2018, by and among the following parties ("the Agreement"):

THE VILLAGE OF RED HOOK, a municipal corporation of the State of New York with principal offices at 7467 South Broadway, Red Hook, New York 12571 ("the Village");

RED HOOK ACRES, LLC, a New York Limited Liability company with its principal office at 199 West Road, Pleasant Valley, New York 12569 ("the Developer");

DUTCHESS COUNTY WATER & WASTEWATER AUTHORITY, a public benefit corporation of the State of New York with principal offices at 27 High Street, Poughkeepsie, New York 12601 ("the Authority").

WHEREAS, the Developer proposes to develop a residential project in the Town of Red Hook ("the Town") lying generally at 19, 25 & 45 Old Farm Road, a Town highway, and

WHEREAS, the project as proposed consists of 102 residential units, a community center, mail building, wastewater treatment system and an open space area, and

WHEREAS, the project will require 47,750 gallons per day of potable water, and

WHEREAS, the Town does not have the facilities necessary to provide the required water, and

WHEREAS, the Village has a water system which can provide the required water subject to an agreement with the Authority on behalf of a zone of assessment in the Dutchess County Water District, and

WHEREAS, the Developer has requested the Authority to provide the necessary water for the project, and

WHEREAS, the Authority has agreed to provide the necessary water pursuant to and subject to the provisions set forth herein.

In consideration of the provisions of this Agreement, the parties agree as follows:

1. The Authority will request the Dutchess County Legislature establish Zone of Assessment in the Dutchess County Water District which Zone of Assessment will include only the Developer's project ("ZOA"). The establishment of ZOA by the Dutchess County Legislature is a condition precedent to the Authority's obligation and authority to proceed under this Agreement.
2. The Village agrees to support the request by the Authority for the establishment of ZOA.
3. The Village will sell up to 47,750 gallons per day of water to the Authority to permit the Authority to provide water service to the project.
4. Attached to this Agreement and made a part hereof are a series of 10 schedules setting forth each party's responsibilities in order to effectuate the Agreement.
5. The term of the Agreement shall be 40 years from the date that the Village initially supplies water to ZOAand renewable for another 40 years on the same terms and conditions, after which the terms and conditions will be negotiated by the parties.
6. The Authority anticipates entering into an agreement or agreements with Red Hook Acres, LLC under the terms of which the Authority will agree to provide water service to the 102 residential units in the community, including the 9-12 properties that will be directly connected to the Old Farm Road water main as well as the community building, mail building, wastewater treatment system and related facilities developed in conjunction with the residential units.
7. Dispute Resolution: If the parties are unable to resolve any dispute arising under this Agreement, any party may apply to the Supreme Court, Dutchess County, for a resolution thereof by commencement of an action for declaratory relief or other

appropriate proceeding to be determined without a jury. Where this Agreement provides for this manner of dispute resolution, it shall be the sole remedy of the parties. Absent such provision, a party shall retain its legal and equitable remedies limited to venue in the Supreme Court, Dutchess County, trial before the Court without jury.

Before the commencement of any judicial proceeding, any party can elect to submit all disputes which cannot be resolved between the parties to non-binding mediation. The parties agree to attempt in good faith to settle the dispute under the then prevailing mediation rules of the American Arbitration Association. The parties agree to participate as directed by the mediator in the mediation per dispute. The parties agree to divide equally the costs of the mediation service, including mediator's fees, travel costs and expenses and filing costs. The mediation and all communication in connection with the mediation will be confidential, non-discoverable and inadmissible in any litigation or any other proceeding, whether or not such proceeding is adjudicative. It shall be an affirmative defense to any action that the party has not requested mediation or has failed to attend a conference at the request of the appointed mediator.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

VILLAGE OF RED HOOK

By: _____
Name: Ed Blundell
Title: Mayor

DUTCHESS COUNTY WATER &
WASTEWATER AUTHORITY

By: _____
Name: Bridget Barclay
Title: Executive Director

RED HOOK ACRES, LLC

By: _____
Name: JOSEPH T. KIRCHHOFF
Title: [illegible]

SCHEDULES ATTACHED TO THE AGREEMENT AMONG THE VILLAGE, THE DEVELOPER AND THE AUTHORITY TO PROVIDE WATER FOR THE 102 RESIDENTIAL UNITS, COMMUNITY CENTER, MAIL BUILDING AND WASTEWATER TREATMENT FACILITY PROPOSED TO BE CONSTRUCTED BY THE DEVELOPER

SCHEDULE 1

Responsibility for initial permits and approvals:

(a) The Village shall be responsible for obtaining all permits and approvals necessary to permit it to sell water to the Authority.

(b) The Developer shall be responsible for obtaining all permits and approvals necessary for the design, construction and operation of the Red Hook Acres Water System. The Developer shall be responsible for obtaining, in the name of the Authority, the permits and approvals necessary to purchase water from the Village, to operate the Red Hook Acres Water System, and to resell water to individual customers.

(c) The design and construction of the interconnection with the Village system shall be subject to the review and approval by the Village with all associated costs thereof paid by the Developer.

(d) The Authority will request that the Dutchess County Legislature establish a County Water District Zone of Assessment to encompass the full service area of the project ("ZOA").

(e) The Developer shall take such action in support of the preparation of the Map, Plan and Report and establishment of the ZOA as the Authority may reasonably request.

SCHEDULE 2

Ownership of Improvements:

(a) The Village shall own and be responsible for the operation and maintenance of the Old Farm Water Main from the point of connection to the existing Village water main to its point of termination. Developer shall supply to the Village at Developer's sole cost all easements required for the operation and maintenance of the Old Farm Water Main.

(b) The Village shall own and be responsible for the operation and maintenance of the Master Meter to be installed at the Main Delivery Point for the project which will be established at the proposed Project Mail Building.

(c) The Developer will be responsible for providing a Master Meter that meets the Village's specifications.

(d) The Village shall own and be responsible for the operation and maintenance of the service laterals from the Old Farm Water Main to the curb valves installed at or on the individual property line for the 9-12 (TBD) properties that will be directly connected to the Old Farm Road water main.

(e) The responsibilities and obligations of the Developer and the Authority shall be set forth in an agreement between the Developer and the Authority for the operation of the water supply system.

(f) The Developer or the Authority shall own and be responsible for the operation and maintenance of all individual customer meters for all properties within the Red Hook Acres Water System in the ZOA. Customer meters for those properties to be directly served off of the Old Farm Road main shall meet Village specifications, including remote read capability.

SCHEDULE 3

Service Area Defined:

(a) The Village shall make available to the Authority potable water in the amount of 47,750 gallons per day for the benefit of the Red Hook Acres Water System within the ZOA.

(b) An estimated 9-12 properties within the Zone of Assessment will be directly connected to the new Old Farm Road Water Main, which will be owned by the Village. The 9-12 properties will be customers of the Red Hook Acres Water System in the ZOA.

(c) Future sales of water by the Authority to additional areas outside of the –ZOA will require approval of Village and a separate agreement executed by the Village and the Authority.

SCHEDULE 4

Volume of Water to be Sold Pursuant to this Agreement:

(a) The maximum daily amount of water to be furnished by the Village to the Authority shall not exceed 47,750 gallons in a twenty-four hour period. The Village will use best efforts to supply 47,750 gallons of water in a twenty-four hour period. The water so supplied shall be potable and shall meet all County and State Health Department requirements as well as the requirements of the EPA. Water for fire flows is not guaranteed and water service may be interrupted during emergency situations.

(b) In the event the daily maximum water quantity is exceeded because of a break in a ZOA water line or other emergency, the Authority is obligated to immediately notify the Village. The Authority shall act with due diligence to remedy the emergency situation.

SCHEDULE 5

Water Charges:

(a) The Village shall sell water to the Authority as a single customer based on the aggregate water usage as metered at the Main Delivery Point plus the sum total of the 9-12 individual meters for the properties connected directly to the Old Farm Road water main. The water rate per metered unit volume used shall be equal to the lowest water rate then in effect for in-Village users multiplied by a factor of 1.525.

(b) During the term of this Agreement, the Village shall not adopt a Water Rate or component of the Water Rate applicable solely to the ZOA.

(c) Prior to the adoption of a new or revised Water Rate, the Village shall provide the Authority with a copy of the proposed Water Rate, and the Authority shall be entitled to comment upon the same.

(d) In addition to the charges set forth in (a) above, surcharges will be paid by the Authority to the Village if the water sold during any calendar year (4 consecutive billing quarters) is in excess of the amounts set forth in Schedule 4 (a). The surcharged rate for water sold in excess of the amount set forth herein shall be two times the lowest rate charged to in-Village users. The surcharges will be charged to the Authority as part of the fourth quarterly bill of each year by adding the total water consumption during the immediate preceding three billing quarters to the water consumption for the fourth billing quarter and billing the Authority for the amount of water sold to the Authority that exceeds the 47,750 gallons per day limitation at the surcharge rate.

SCHEDULE 6

Payment for Water:

(a) The Authority shall pay the Village based on metered water usage, as adjusted in this schedule. A water bill will be rendered by the Village at least once in every calendar quarter. In the event access to any of the meters is not available, the Village may bill the amount charged for the corresponding period of the preceding year, and in such cases the amount paid will be treated as a credit and the amount will be determined by the next meter reading. The Village shall not bill based on estimated usage for a second consecutive quarterly billing period.

(b) Bills are due and payable when rendered. In the event a water bill is not paid within 30 days following the rendering of the bill, the Authority shall be subject to the same interest and penalties applicable to all Village customers as may be duly adopted from time to time by the Village.

(c) If the Village and the Authority agree, arrangements may be made for bills to be rendered and payments to be made by electronic means.

(d) The Village as a wholesale provider of water in the nature of a public utility shall not be required to provide water sufficient for firefighting or to meet any existing or projected fire service demands for water provided under this Agreement. However, in the event that water from within the Zone of Assessment X is utilized for the purpose of firefighting or in servicing of emergency service agencies (i.e.; filling of fire department tanker trucks), the Village will waive charges for the water so used.

(e) Since the cost of flushing is included in the per-gallon rate charged to in-Village customers and, therefore, in the per gallon rate charged to the Authority, the Village will waive charges for the water so used by the Authority for flushing within the ZOA.

(f) The Authority and Village in consultation shall develop a reasonable and mutually agreeable estimate of the volume of water used in the above circumstances.

SCHEDULE 7

Water Quality: Performance Standards

(a) The Village shall provide Potable Water to the Authority at the Delivery Points. Potable Water is defined as water which has undergone treatment and is fit for human consumption or use and otherwise complies with the standards and regulations of the Dutchess County and New York State Health Departments, the United States Environmental Protection Agency and such other regulatory agencies as may from time to time have jurisdiction.

(b) The Authority shall be responsible for all monitoring, regulatory sampling and compliance beyond the Delivery Points, with the exception of compliance with drinking water standards for lead and copper, in accordance with Schedule 7 Paragraph c.

(c) Special requirements for lead and copper are as follows:

(1) The Authority will conduct all sampling for lead and copper as directed by the Dutchess County or New York State Departments of Health.

(2) In the event of an exceedance of lead or copper drinking water standards within the ZOA, the Authority will immediately notify the Village.

(3) The Authority will be responsible for dissemination of all public notices and public information materials within ZOA.

(4) The Village will be responsible for carrying out any source water monitoring, corrosion control studies and/or treatment that may be required by Dutchess County or New York State Departments of Health or such other regulatory agency as may have jurisdiction.

(d) The Village shall maintain a chlorine residual at the Delivery Points sufficient to maintain an acceptable chlorine residual throughout the Red Hook Acres Water System.

(e) Water Pressure – The water pressure for the water at the Delivery Point will be established based upon a hydraulic model developed jointly by the Village and the Authority.

(f) If any party determines as part of their testing protocol that the water being delivered pursuant to this Agreement does not meet the required specifications of this Agreement, all parties shall be immediately notified of that circumstance.

(g) The Village agrees to use reasonable care and diligence to provide uninterrupted water service to the ZOA but reserves the right at any time to temporarily interrupt service for reasons of force majeure and maintenance purposes. Any service interruption shall be remedied as expeditiously as possible.

(h) The Village shall provide the Authority with as much advance notice as reasonably possible regarding a service interruption. In the event of a planned service interruption, the Village shall provide the Authority with a minimum of forty-eight (48) hours advance notice which said notice shall include an estimate of the expected duration of the interruption.

(i) No adjustment shall be made to the quarterly billing charge in the event of emergency or maintenance service interruptions.

SCHEDULE 8

Reduction of Available Supply or Water Shortages:

(a) In the event of an extended shortage of water or the supply of water available to the Village is otherwise diminished over an extended period of time, the supply of water to ZOA shall be reduced or diminished in the same ratio or proportion as water supplied to other customers of the Village.

(b) In the event the Village requires water conservation measures and/or imposes water-use restrictions upon customers in the Village, the Authority shall impose the same requirements or restrictions on its customers within ZOA.

SCHEDULE 9

Master Meter Responsibilities:

(a) The Developer will furnish and install a Master Meter, meter coupling and remote reading device at the Main Delivery Point that meet the Village's specifications.

(b) The Developer shall provide a place at the Main Delivery Point acceptable to the Village for the location of the Master Meter.

(c) The construction of the interconnection and installation of the Master Meter and appurtenances shall be subject to the review and approval of the Village for which Developer shall pay all associated costs of the Village.

(d) The Village will maintain, repair and replace the Master Meter insofar as ordinary wear and tear is concerned. In the case of damage by freezing or hot water or other external damage, not otherwise caused by acts of the Village, the Authority shall be liable for the cost of the repairs.

(e) The Village reserves the right to remove and test the Master Meter at any time and substitute another meter in its place. The Authority will be provided a reading at the time of removal.

(f) The Master Meter will be tested and calibrated once every five years by a registered meter calibration service at the Authority's expense.

(g) In case of a disputed account involving the accuracy of the Master Meter, the Village will test the meter upon a written request from the Authority. A fee, as set

by resolution of the Village from time to time, payable in advance of the test, is required to be paid by the Authority.

(h) In the event the Master Meter is found to over-register in excess of 4% at any flow within the normal test flow limits, the fee will be returned to the Authority, otherwise the fee will be retained by the Village.

(i) The Authority will supply, own and maintain meters in the 9-12 individual properties connected directly to the Old Farm water main. The meters shall be identical to the remote read meters currently in use in the Village water system.

(j) The Village will periodically read the Master Meter and the meters in the 9-12 individual properties connected directly to the Old Farm water main for billing purposes. The Authority shall have the right to access and read the Master Meter and the meters in the 9-12 individual properties connected directly to the Old Farm water main.

SCHEDULE 10

In the event the Authority does not commence taking water from the Village pursuant to this Agreement within 7 years of the date this Agreement is executed, this Agreement shall become null and void unless an extension is mutually agreed to by the parties.

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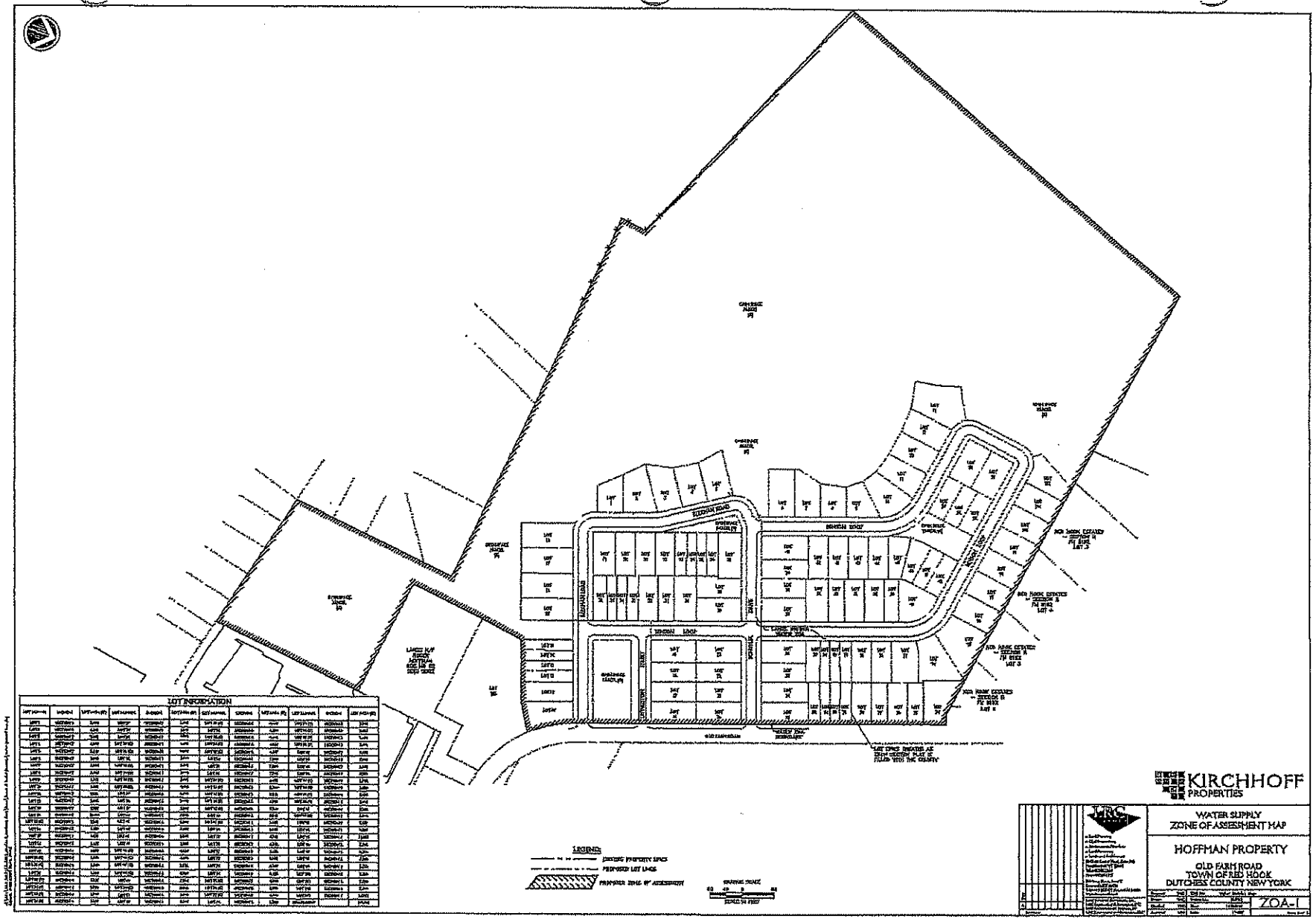
EXHIBIT A

TRADITIONS AT RED HOOK

COUNTY WATER DISTRICT ZONE OF ASSESSMENT W


KIRCHHOFF PROPERTIES
WATER SUPPLY
ZONE OF ASSESSMENT MAP
HOFFMAN PROPERTY
OLD FARM ROAD
TOWN OF RED HOOK
DUTCHESS COUNTY NEW YORK
ZOA-1
LOT INFORMATION
LEGEND:
EXISTING PROPERTY LINES
PROPOSED LOT LINES
PROPOSED ZONE OF ASSESSMENT
GRAPHIC SCALE
SCALE IN FEET
OLD FARM ROAD
LOT LINES DEPICTED AS SHOWN HEREON PLAT IS FILED WITH THE COUNTY

WELCH SURVEYING
7 ORLICH ROAD
RED HOOK, NEW YORK 12571
(845) 876-1000 FAX: (845) 758-1342
E-mail: WelchSurv@aol.com

Property Description prepared for
Red Hook Acres, LLC
Outbounds Description excluding Lot 103

Being all that piece, parcel or tract of land situate in the Town of Red Hook, County of Dutchess and State of New York, and being bounded and described as follows:

Beginning at a point on the southwesterly line of Old Farm Road, said point being the intersection of the northerly line of Lot 103 as shown on shown on a plat entitled "Amendment to Filed Map No. 9147, Section One Subdivision Plat, Hoffman Property," with the southwesterly line of Old Farm Road, said point being a southeasterly corner of the herein described premises; thence along the northerly and westerly lines of Lot 103 as shown on said map the following three courses and distances, South 60 degrees 38' 12" West 80.32 feet to a point; thence South 72 degrees 04' 38" West 158.00 feet to a point; thence South 10 degrees 54' 24" West 110.15 feet to a point, said point being the southwesterly corner of Lot 103 and being a northwesterly corner of Lot 1 as shown on Filed Map No. 9147-B, lands now or formerly of Steve Hoffman Properties, LLC, Document No. 02 2013 2002; thence along the westerly and southerly lines of Lot 1 as shown on said map the following two courses and distances, South 09 degrees 02' 51" West 193.03 feet to a point, said point being the southwesterly corner of Lot 1; thence South 81 degrees 24' 13" East 307.06 feet to a point, said point being the southeasterly corner of Lot 1 and being on the westerly line of Lot 2 as shown on Filed Map No. 8957, lands now or formerly of Lyceum Six Partners, Document No. 02 1991 2693; thence along the westerly line of Lot 2 as shown on said map, South 08 degrees 35' 46" West 395.82 feet to a point, said point being the southwesterly corner of Lot 2 and being on the northerly line of Lot 21 as shown on Filed Map No. 2909, said point being a southeasterly corner of the herein described premises; thence along the northerly lines of Lots 21, 22, 23 and 24 as shown on Filed Map No. 2909, North 75 degrees 19' 45" West 373.97 feet to a point, said point being the southeasterly corner of Lot 26 as shown on Filed Map No. 2909 and being the southwesterly corner of the herein described premises; thence along the easterly line of Lots 26, 27, 28 and 29 as shown on said map, North 09 degrees 02' 51" East 431.73 feet to a point, said point being the northeasterly corner of Lot 29 as shown on said map; thence along the northerly line of Lot 29 and along the northerly line of lands now or formerly of Dutchess County Water and Wastewater Authority, Document No. 02 2000 6186, North 83 degrees 01' 20" West 527.97 feet to a point, said point being the northeasterly corner of lands now or formerly of Arnold M. and Alice B. Colburn, Document No. 02 2006 6610; thence along the northerly line of said lands now or formerly of Colburn, and along the northerly line of Parcel B as shown on Filed Map No. 6202, lands now or formerly of Franz N. and Mary K. Stoppenbach, Liber 1715 page 525, partly along a stone wall and partly along remains of a wire fence,

the following three courses and distances, North 83 degrees 59' 57" West 34.72 feet to a point; thence North 83 degrees 38' 36" West 456.45 feet to a point; thence North 10 degrees 22' 54" East 66.00 feet to a point; thence partly along remains of wire fence, North 65 degrees 21' 16" West 768.90 feet to a point, said point being on the easterly line of Lot 3 as shown on Filed Map No. 9526-C, and being the southwesterly corner of the herein described premises; thence along the easterly lines of Lot 3 and Lot 5 as shown on said map, North 23 degrees 38' 54" East 1096.96 feet to a point, said point being the northwesterly corner of the herein described premises; thence along the southerly line of Lot 5 as shown on Filed Map No. 9526-C, and along the southerly lines of Lots 2, 3, 4, 5, and 6 as shown on Filed Map No. 8162, the following two courses and distances, South 79 degrees 34' 17" East 1228.66 feet to a point; thence North 71 degrees 16' 42" East 26.42 feet to a point, said point being on the westerly line of Old Farm Road, aforementioned, and being the northeasterly corner of the herein described premises; thence along the westerly line of Old Farm Road the following, South 17 degrees 55' 22" East 931.11 feet to a point; thence along a curve to the left, having a radius of 300.00 feet and a chord of South 29 degrees 38' 07" East 121.80 feet, an arc length of 122.65 feet to the point or place of beginning.
Containing 50.813 acres

DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY
27 HIGH STREET
POUGHKEEPSIE, NEW YORK 12601
Tel. (845) 486-3601
Fax (845) 486-3610

MEMORANDUM

TO:	Executive Office
cc:	County Attorney
FROM:	Bridget Barclay, Executive Director
DATE:	August 12, 2019
RE:	Resolution Requests: Re-adoption of a Resolution to Create County Water District Zone of Assessment W (Tradition at Red Hook Water System)

The Authority is requesting that the Legislature re-adopt a resolution to establish County Water District Zone of Assessment W, in order to correct a jurisdictional defect in the previous zone of assessment creation proceedings.

By Resolution No. 2019033 (attached) the Legislature established Zone "W" Zone of Assessment in the Dutchess County Water District with such Resolution subject to permissive referendum. It was subsequently determined that, due to an inadvertent oversight, the required public notice of an action subject to permissive referendum was not posted. Accordingly we are requesting that the resolution be readopted to correct the defect.

Further, the Board of Elections has certified that the parcels contained within the proposed Zone of Assessment do not contain any qualified electors (see attached certification.) DCWWA is therefore requesting that the permissive referendum be waived.

Please note that the required public hearing on the creation of Zone of Assessment W was already held. As County Law §254 and §256 do not set any time limit after the public hearing is held for adoption of a resolution creating a district or zone, we are suggesting that a new public hearing is not needed.

Please direct any questions to Bridget Barclay at Ext. 3623.

Thank you.

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

19263 RE-ESTABLISHING ZONE "W" ZONE OF ASSESSMENT IN THE DUTCHESS COUNTY WATER DISTRICT IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 Yes 0 No

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

J19263 RE-ESTABLISHING ZONE "W" ZONE OF ASSESSMENT IN THE DUTCHESS COUNTY WATER DISTRICT IN THE TOWN OF RED HOOK, DUTCHESS COUNTY, NEW YORK

October 15, 2019

ENVIRONMENT

RESOLUTION NO. 2019264

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE GLENMORE FARM, OWNED BY GLENMORE FARMS, INC. AND PATRICK F. O'LEARY, IN THE TOWNS OF CLINTON AND PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE.

Legislators BORCHERT, SAGLIANO, BOLNER, and HOUSTON offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2019) for an award in an amount not to exceed $500,000 in grant funds available through the Dutchess County Partnership for Manageable Growth Program (the "Program") to partially fund the purchase of a conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately +/- 408 acre portion of the 522 acre property of Glenmore Farm, Inc., owned by Patrick F. O'Leary, (Tax Grid Numbers: 132400-6466-00-861415, 134400-6466-04-901057, 132400-6566-00-174247, 134400-6466-04-785032, 132400-6566-00-222086, 132400-6466-00-837132, 134400-6566-03-38051,132400-6566-00-036070, 134400-6566-03-188050, 134400-6465-02-833894, 134400-6456-02-952968) located on Salt Point Turnpike, Hibernia Road and Hollow Road in the Towns of Pleasant Valley and Clinton, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to $1,880,020 or 75% of the estimated total project cost, the Dutchess Land Conservancy shall contribute up to $126,673 or 5% of the estimated total project cost, and Dutchess County shall contribute up to $500,000 or 20% of the estimated total project cost, for a total contribution of up to $2,506,693, and, and

WHEREAS, a real estate appraisal completed by McGrath & Company, Inc., on or about June 19, 2019, which is on file with the Clerk to the Legislature, supports the purchase price as it values the Easement at approximately $5,691 per acre for a total of $2,317,191, and

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

WHEREAS, the proposed Grant Agreement is subject to various contingencies including approval and acceptance of the Easement and related closing documents (e.g. survey, title report and insurance) by the County, and receipt by the Conservancy of the necessary funding as outlined above, and

WHEREAS, Resolutions 2016272 and 2017212, Bond Resolutions, authorized the issuance of serial bonds of the County for acquisition of parcels of land, or rights or interests in such land, for active and/or passive park purposes and the preservation of open space and farmland, and

RESOLVED, that the County Executive, or his designee, is hereby authorized to execute the Grant Agreement in substantially the same form as attached hereto, and any other related documents that may be necessary, and be it further

RESOLVED, that the County Executive is authorized to take such actions as are necessary and consistent with the requirements of the Dutchess County Partnership for Manageable Growth Program to complete the acquisition contemplated herein, including minor revisions to the documents, if necessary, and be it further

RESOLVED, that as a result of the adoption of Resolutions 2016272 and 2017212, funds are now available in the Capital Projects Account H0500, which is projected to be approximately $148,094, and H0512 for the remaining balance, and have been reallocated to partially fund the purchase of a conservation easement in the amount of $500,000, on the property known as Glenmore Farm, and be it further

RESOLVED, that to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the 2019 Adopted County Budget as follows:

APPROPRIATION		
Decrease		
H0500.8020.3006	Easement-Conservation	($148,094)
H0512.8020.3006	Easement-Conservation	($351,906)
		($500,000)
Increase		
H0500.8020.3006.7020	Glenmore Farm	$148,094
H0512.8020.3006.7020	Glenmore Farm	$ 351,906
		$500,000

CA-187-19
EW/LDF/kvh
R-1006
09/16/19
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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 $ 500,000

Total Current Year Revenue and Source $ 0

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

Identify Line Items(s):

H0500.8020.3006.7020 - Easement-Conservation Glenmore Farm
H0512.8020.3006.7020 - Easement-Conservation Glenmore Farm

Related Expenses: Amount $ 0

Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $500,000

Over Five Years: $500,000

Additional Comments/Explanation:

The total not to exceed cost of the acquisition of a conservation easement at the Glenmore Farm is $2,506,693. 20% percent, or $500,000, will be provided by funding from the Dutchess County Partnership for Manageable Growth (PMG) Program. YS Department of Ag. & Markets will provide $1,880,020 or 75% of the estimated total project cost. The Dutchess Land Conservancy will provide the remaining 5% of the project cost, or $126,673, and will hold the easement and provide the required monitoring.

The source of County funds are the Capital Accounts H0500 & H0512, bonds approved by Dutchess County Legislature Resolution Nos. 2016272 & 2017212, respectively, to support the Partnership for Manageable Growth (PMG) Program.

Prepared by: Brad Barclay, Department of Planning and Development

GRANT AGREEMENT (insert page numbers)

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this day of , 2019, by and between **GLENMORE FARMS, INC.** and **PATRICK F. O'LEARY**, with an address at 1015 Madison Avenue, New York, New York 10075 (collectively the "Owner"); the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"); and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 4289 Route 82, Millbrook, New York 12545 (the "Conservancy"), and a mailing address of P.O. Box 138 Millbrook, New York, 12545.

WITNESSETH:

WHEREAS, the Owner is the sole owner in fee simple of real property and desires to sell and convey to the Conservancy a conservation easement on an approximate 407.151-acre portion (the "Property"), more fully described in "Exhibit A" attached hereto and incorporated by reference, located on Salt Point Turnpike, Hibernia Road and Hollow Road in the Towns of Pleasant Valley and Clinton, Dutchess County, New York (Tax Grid Numbers 132400-6466-00-861415, 134400-6466-04-901057, 132400-6566-00-174247, 134400-6466-04-785032, 132400-6566-00-222086, 132400-6466-00-837132, 134400-6566-03-338051, 132400-6566-00-036070, 134400-6566-03-188050, 134400-6465-02-833894, 134400-6465-02-952968); and

WHEREAS, the Conservancy wishes to purchase such conservation easement provided that funds therefor are available through the New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program authorized by Contract C00295GG, and that needed matching funds are also available through the Dutchess County Partnership for Manageable Growth Program authorized by the County pursuant to Resolutions _____ and _____, and the Conservancy.

Now, therefore, the parties agree as follows:

1. **PURCHASE OF CONSERVATION EASEMENT**. The Owner agrees to sell and convey to the Conservancy, and the Conservancy agrees to purchase from the Owner, a conservation easement (the "Conservation Easement") on the Property upon the terms and conditions hereinafter set forth. The Conservancy shall hold the Conservation Easement and have enforcement rights pursuant to the terms of the Conservation Easement, the County shall have third party enforcement rights pursuant to the terms of the Conservation Easement. The Conservancy and the County shall have the right to claim portions of the monetary value of the Conservation Easement in the event the Conservation Easement is extinguished pursuant to the terms of the Conservation Easement. The Conservation Easement shall be substantially in the form attached to this Agreement as "Exhibit B." The Exhibit B Conservation Easement has been approved the Conservancy's Board of Directors.

2. **PAYMENT**. The development rights for the Property, which consists of approximately 407.151 acres, are appraised at Two Million, Three Hundred Seventeen Thousand, One Hundred Ninety-One Dollars ($2,317,191), or (approximately) $5,691 per acre. The purchase price for the Conservation Easement for those development rights shall be Two Million, Three Hundred Seventeen Thousand, One Hundred Ninety-One Dollars ($2,317,191) payable in full at Closing in accordance with paragraph "5" below and subject to the contingencies set forth in paragraph "5". The purchase price shall be raised from the following sources: NYS Contract No. C00295GG (an amount not to exceed $1,880,020 or 75% of the total project costs, of which $1,781,688 will be used toward the purchase price); the Dutchess County Partnership for Manageable Growth Program (an amount not to exceed $500,000) and the funds and in-kind services of the Conservancy (an amount not to exceed $97,548 in total). See Exhibit C "Financial Worksheet" for more detail.

The total project costs, which include the purchase price, survey, appraisal, title insurance, closing and administrative costs will be paid by the Conservancy using Conservancy funds and funds provided by New York State and the County. The exact amount of costs other than the purchase price will be determined on or before the closing date. The Owner shall be responsible for all of his own costs and fees in relation to this agreement, including the New York State Transfer Tax.

3. **SURVEY.** The Property to be subject to the Conservation Easement is shown on a survey map, which consists of three (3) sheets, completed by Kirk Horton, Licensed Land Surveyor, titled "Survey Map of Conservation Easement on Lands of Patrick O'Leary and Glenmore Farms, Inc." dated September 1, 2019 and last revised , 2019, attached hereto in a set of three (3) maps as "Exhibit D". The survey maps will be filed with Office of the Dutchess County Clerk prior to closing. The survey shall be certified to the Owner, New York State Department of Agriculture and Markets, the County, the Conservancy, and Fidelity National Title Insurance Company.

4. **APPRAISAL**. The Real Property Appraisal Report prepared by McGrath & Company, Inc., dated June 19, 2019 values the Conservation Easement at Two Million, Three Hundred Seventeen Thousand, One Hundred Ninety-One Dollars ($2,317,191), or (approximately) $5,691 per acre.

5. **CLOSING**. Closing shall take place at the offices of the Conservancy at 4289 Route 82, Millbrook, New York on or about November 19, 2019, or at such other time and place as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program, Dutchess County Partnership for Manageable Growth Program and the Conservancy, as referenced above.

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

(a) Approval of the proposed Conservation Easement ("Exhibit B") by the

New York State Department of Agriculture and Markets and the County. If the Conservation Easement in Exhibit B is modified prior to closing, the modified Conservation Easement must also be approved by the Conservancy's Board of Directors.

(b) Receipt by the Conservancy of additional funds necessary to purchase the Conservation Easement and pay related closing and administrative costs, through a New York State Department of Agriculture and Markets Farmland Protection Implementation Grant (NYS Contract No.C00295GG, an amount not to exceed $1,880,020 to be used toward both the purchase price and the transaction costs); the Dutchess County Partnership For Manageable Growth Program (an amount not to exceed $500,000 to be used toward the purchase price); and the funds and in-kind services of the Conservancy (an amount not to exceed $97,548 to be used toward the purchase price and transaction costs).

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

(d) Any documentation, approvals or consents as may be required by the New York State Department of Agriculture and Markets, the County or the Conservancy in order to comply with Program requirements.

(e) Conveyance, free of all mortgages and encumbrances of any nature whatsoever or, if any such mortgages or encumbrances exist, subordination of such mortgages or encumbrances to the Conservation Easement to the satisfaction of the New York State Department of Agriculture and Markets, the County, and the Conservancy.

7. <u>CANCELLATION</u>. If the contingencies set forth in Section 6 are not satisfied, the County or the Conservancy may cancel this Agreement on written notice to the Owner and no party will have any claim or cause of action against any other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by December 31, 2020 the Owner may cancel this Agreement upon written notice to the Conservancy at its address as shown herein, attention Rebecca E. C. Thornton, President, and no party shall have any claim or cause of action for damages against any other party arising out of this Agreement.

8. <u>OWNER'S REPRESENTATIONS</u>. The Owner represents that: (a) he has, and will have at the closing, the power, and if applicable, corporate authorization to sell, transfer, and convey the Conservation Easement to the Conservancy subject only to the terms of this agreement; (b) that the Owner is not aware of any actions or proceedings which affect the Owner's title to the Property; (c) that there are no uncured notices which have been served upon the Owner by any governmental agency, notifying the Owner of any violations of law, ordinance or regulation which would affect the Property; (d) there are no actual impending mechanics liens against the Property; and (e) that the Owner has not entered into, nor does

there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property or would affect its obligations hereunder.

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

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

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

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

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

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro, County Executive

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2019, before me, the undersigned, personally appeared **Marcus J. Molinaro**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

OWNER
Glenmore Farms, Inc.

By: _____
Patrick F. O'Leary
Title:

By: _____
Patrick F. O'Leary

DUTCHESS LAND CONSERVANCY, INC.

By: _____
Rebecca E. C. Thornton
President

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2019, before me, the undersigned, personally appeared **Patrick F. O'Leary**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2019, before me, the undersigned, personally appeared **Rebecca E.C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Towns of Pleasant Valley and Clinton, Dutchess County, New York, shown on a map consisting of three (3) sheets and entitled "Survey Map of Conservation Easement on Lands of Patrick O'Leary and Glenmore Farms, Inc." dated September 1, 2019 and last revised on _____, and filed in the Dutchess County Clerk's Office on _____as Filed Map No._____., more particularly described as follows:

EXHIBIT "B"
CONSERVATION EASEMENT

EXHIBIT "C"
FINCANCIAL WORKSHEET

EXHIBIT "D"
SURVEY MAP

CONSERVATION EASEMENT

Between

GLENMORE FARMS, INC. and **PATRICK F. O'LEARY**

as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.,

as Grantee

Version 1

October 13, 2019

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this _____ day of _____ 2019, by **GLENMORE FARMS, INC. and PATRICK F. O'LEARY** (collectively the "Grantor") having a mailing address of 1015 Madison Avenue, New York, New York, 10075 to **DUTCHESS LAND CONSERVANCY, INC.**, (the "Grantee") a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545 and a mailing address of Post Office Box 138, Millbrook, New York, 12545.

WHEREAS:

A. Grantor is the owner of certain real property (the "Property") consisting of approximately 408 acres, in eleven (11) tax map parcels located on Salt Point Turnpike, Hibernia Road and Hollow Roads in the Towns of Pleasant Valley and Clinton, Dutchess County, New York, more fully described in the legal description of the property ("Exhibit A") and shown on the Easement Map ("Exhibit B"), both attached hereto and as depicted on a survey map titled "____", prepared by ____, Licensed Land Surveyor, dated ____, 20__ and last revised on ____, 20__, and filed in the Dutchess County Clerk's Office on ____, 20__ as Filed Map No. ____, and attached hereto as "Exhibit C".

B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).

C. The Property meets the criteria for acceptance of easements of the Grantee and is in close proximity to, and adjacent to, private land which is already permanently protected by the Grantee.

D. Article 14, Section 4 of the New York State Constitution states: "The policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products."

E. Section 49-0301 of the ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the

maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state."

F. Article 25-AAA, Section 321 of the AML states: "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture," the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

G. The Property is actively farmed, located in the Hudson Valley, and has frontage on the Wappinger Creek. The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS OS Plan") identifies farmland in the Hudson Valley as a "vital component of the New York City/Hudson Valley "Foodshed"" due to its potential to provide fresh local foods and "bolster food security of the New York City metropolitan region and the Hudson Valley". The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Property is located within one of these priority areas.

The NYS OS Plan also identifies sites along Hudson River tributaries as a regional priority conservation project, including the Wappinger Creek, for their ability to protect habitat.

H. The Property is located in an area identified as the Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the "Conservation Framework") produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland through the use of conservation easements, as means to protect the biodiversity of the Hudson River Estuary Area.

I. The *Comprehensive Wildlife Conservation Strategy Plan* ("the CWCS Plan") prepared by New York State Department of Environmental Conservation identifies the area in which the Property is located as the Upper Hudson Basin, an ecologically vital area with high plant and wildlife diversity across a landscape that includes grasslands and agricultural habitats. The CWCS Plan

identifies grasslands as critical habitats for New York State's Species of Greatest Conservation Need (SGCN). The Property contains upland meadow grassland habitat associated with agricultural areas. Grassland habitat is described in the CWCS Plan as being both natural and human created areas that support grassland species of conservation concern. Work done by the NYS DEC and New York Natural Heritage Program (NYNHP) for the Grassland Reserve Program (USDA Farm Bill) indicates that there are significant grassland habitats and associated plant and animal communities (e.g., butterflies, birds) throughout the Hudson River corridor. Furthermore, areas with significant amounts of agriculture in the Hudson Valley can provide habitat for grassland-dependent species. The CWCS Plan also identifies the top prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.

J. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners "Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts." and also recommends identifying "opportunities to create and/or build upon existing core areas of preserved farmland in each of the County's farming communities." The Plan also emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in "a loss of farm production, open space, and loss of agricultural jobs…" The Property is located within an Agricultural Priority Area in the Plan, the priority areas containing farmland identified as being important for preservation.

K. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands, streams and wetlands should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.15 encourages municipalities to preserve their 100-year floodplains by prohibiting uses that either interfere with the flood –carrying functions of the floodplain, create safety hazards, or increase the risk of property damage. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat,

natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

L. The Property is located within Dutchess County's Agricultural District # 20, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the "AML"). Section 300 states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance."

M. The Property is located within the Hudson Valley EcoRegion, as described in *Chapter 6, Biological Resources and Biodiversity of Dutchess County*, written in October 2010 by Mary Ann Cunningham, Neil Curri, and Robert Wills for the *Natural Resource Inventory of Dutchess County* (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute. The Hudson Valley EcoRegion contains low elevations and moderate climate allowing for Appalachian oak-hickory forest to exist in the area which is the northern end of their range.

Priority habitats identified in the Hudson Valley EcoRegion include streams, wetlands, contiguous forest and open grasslands as valuable habitats; all habitats that exist on the Property The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

N. The Property is located within the Towns of Pleasant Valley and Clinton. The Town of Pleasant Valley adopted an Open Space and Farmland Plan (the "Plan") in December of 2013. The Plan lists supporting farming activities to preserve the viability of agricultural lands as one of its goals and includes the Property in a "Priority Area for Conservation". The Plan also

recommends that the Wappinger Creek Corridor as an area in which land conservation should be focused.

The Town of Clinton adopted an Open Space Protection Plan in October 2011 which identifies the Property as being located in an "Important Farmland Area" and ranks the land in the highest category for agricultural resources. The Open Space Protection Plan encourages the use of conservation easements via the purchase of development rights as a tool/technique for open space protection.

O. The Town of Pleasant Valley Comprehensive Plan, adopted in December 2009, identifies "...protection of the farmlands, natural areas, and scenic vistas..." as top priorities in maintaining the Town's rural character. The Comprehensive Plan includes the entire property within an "Aquifer Protection Zone", describes the Wappinger Creek as, "The first and perhaps the Town's foremost significant natural feature..." and identifies the creek corridor as a main greenway in the Town of Pleasant Valley. The Comprehensive Plan also strongly encourages the use of conservation easements, particularly the purchase of development rights, to retain important farmland.

The Town of Clinton Comprehensive Plan adopted in 2012, identifies the farmhouse, barns and outbuildings of the Property on a map of "Cultural Areas" and list of sites with historic relevance. The Comprehensive Plan further identifies the Property on its Centers and Greenspaces Plan as an active farm in an area covering more than 1,000 acres of habitat, and includes language encouraging the use of planning and zoning tools to achieve the land use pattern indicated on the Centers and Greenspace Plan; specifically the use of conservation easements to protect natural resources, preserve open spaces and agricultural lands.

P. The Property consists primarily of productive agricultural land. The Property contains approximately 39 acres of prime soils, and approximately 259 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

Q. The Property is in the watershed of the Wappinger Creek, a tributary of the Hudson River. The Wappinger Creek watershed is in an area of direct drainage to the Hudson River. The Wappinger Creek drainage basin is 210 square miles and contained entirely within Dutchess County, as described in the *Natural Resource Inventory of Dutchess County* referenced earlier.

The *Natural Resource Management Plan for the Wappinger Creek Watershed*, prepared by the Dutchess County Environmental Management Council, Dutchess County Soil and Water Conservation District, Wappinger Creek Watershed Planning Committee, and the Dutchess County Water Quality Strategy Committee identifies protecting riparian buffers, implementation of best management practices on farms, and protecting critical environmental resources as management strategies and goals for achieving its water quality objectives.

Recommendations for water quality protection include that Dutchess County agencies, the Town of Pleasant Valley, and land trusts "...work with landowners to develop conservation easements..."

R. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property contains 1,700 feet of frontage on the Wappinger Creek (H-101), a tributary to the Hudson River, which section of the Wappinger Creek has been classified as Class B(T) according to its best use for swimming, other recreation and fishing, and trout spawning. In addition, the Property contains a portion of the Clinton Corners Brook, a Class C(T) stream (H-101-20), a tributary to the Wappinger Creek and has been classified according to its best use for fishing and trout spawning; as well as portions of an unnamed tributary (H-101-19) and sub-tributary (H-101-19a) to the Wappinger Creek, Class B streams which have been classified according to their best use for swimming, other recreation and fishing.

S. Approximately 31 acres of the Property lies within a 100-year flood plain as designated by the Federal Emergency Management Agency.

T. The Property contains approximately 19 acres of woodlands that primarily border waterways on the Property including a tributary to the Wappinger Creek, and the Wappinger Creek, and represent valuable habitat as forested riparian buffer.

U. The Property contains approximately 15 acres of Freshwater Wetland No. SP-59, an 18 acre Class two wetland, designated pursuant to Article 24 of the Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. The Property also contains approximately 12 acres of wetlands designated on the National Wetlands Inventory by the United States Department of the Interior.

V. A portion of the Property, approximately 196 acres, is part of a "Zone I" Aquifer Recharge Area, an area of permeable deposits directly overlying the aquifer through which water can move downward with little or no natural filtration because the water is moving too quickly, and approximately 193 acres, is part of a "Zone II" Aquifer Recharge Area, an area of less permeable deposits located upgradient from an aquifer, which contributes to recharge to the aquifer through both overland runoff and groundwater flow, as defined by the *Dutchess County Water Supply Protection Program Report* prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.

W. Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified upland meadow, upland hardwood forest, hardwood & shrub swamp and kettle shrub pool habitats on the Town of Clinton portion of the Property, as referenced in *Significant Habitats in the Town of Clinton, Dutchess County, New York, by Christopher Graham, Kristen Bell Travis, and Gretchen Stevens, Hudsonia*

Ltd., December 2012. Kettle shrub pools are the result of a depression formed by the melting of glacial ice and are known to serve as habitat for rare and threatened plants and animal species. Hudsonia habitat data is not currently available for the Town of Pleasant Valley.

X. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a grant toward the total project costs of acquiring a perpetual Easement on the Property pursuant to grant contract number C00295GG pursuant to Article 25-AAA of the Agriculture and Markets Law, and as a condition to the Department of Agriculture and Markets participation, the Department of Agriculture and Markets is granted a role as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions as provided in Section 20 below, and a right to be notified of the re-use of proceeds resulting from an extinguishment of this Easement as provided in Section 31 below.

Y. Dutchess County is a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York (the "County"), The County has authorized a grant through the Dutchess County Partnership For Manageable Growth Grant Program to partially fund the purchase of this Conservation Easement. The grant is in the amount of Five Hundred Thousand Dollars ($500,000) and as a condition to the County's participation, the County is granted a third-party enforcement right in this Easement and a right to claim a portion of the proceeds resulting from an extinguishment of this Easement as provided in Section 31 below.

Z. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its conservation purposes.

NOW, THEREFORE, in consideration of the foregoing, _____Dollars ($_____) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

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

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

Purpose of this Easement.

The Secondary Purpose of this Easement is to conserve the scenic, open, wooded, and natural character of the Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Property. The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the Purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Purposes of this Easement.

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

4. **Definitions.**

4(a). **"Accessory Apartment:"** A dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or accessory to, and located on the same lot as, a Principal Residence.

4(b). **"Accessory Residence:"** A residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.

4(c). **"Accessory Structure:"** A structure that is incidental and subordinate to the Principal Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to, a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.

4(d). **"Agricultural Structures and Improvements:"** A Structure or Improvement built for the purpose of, or utilized for, Agricultural Uses. Agricultural Structures and Improvements shall include, but are not limited to, customary barns, sheds, greenhouses, Run-in Sheds as defined below and other animal shelters and equestrian facilities. An Agricultural Structure may contain facilities or uses directly related to Agricultural Use, such as a farm office and bathroom facility, but may not be used for human habitation except as specifically permitted by this Easement.

Commented [KR1]: Becky/Joel - this seems the best place to reference Run-in Shed now that we have it as a defined term, but please let me knwo if you see another locaiton in the Easement you'd like to use it.

4(e). **"Agricultural Use:"** Those activities necessary to:

(i.) produce "Crops, Livestock and Livestock Products"; or

(ii.) use the Property as a "Farm Operation" to the extent permitted by this Easement; or

(iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or

(iv.) manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is described in a Conservation Plan.

4(f). **"Agri-tourism:"** Activities conducted on the Property for the recreation, enjoyment, and/or education of the general public and paying or non-paying guests of the farmer or Owner. Such activities must have the primary purposes of promoting the sale, marketing, production, harvesting or use of the products of the farm, enhancing the public's understanding and awareness of farming and farm life, and/or increasing public understanding of the importance of agriculture and its contribution to local economies and quality of life. Agri-tourism includes but is not limited to education about and marketing of farm products, including crops, maple products, on-farm wine production, recreational activities such as corn mazes and hay rides, farm-related tours and events, and retail shops primarily selling items produced on the farm.

4(g). **"Commercial Uses:"** Any use or activity undertaken for for-profit business purposes, including but not limited to the Agricultural and Forestry Uses permitted herein. Membership Clubs and activities in which obtaining a financial benefit is incidental to the purpose of the activity, such as hobbies, shall not be considered Commercial Uses.

4(h). **"Conservation Plan:"** An Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.

4(i). **"Crops, Livestock and Livestock Products:"** Shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(j). **"Educational Uses:"** Environmental and other outdoor educational programs, including the study and enjoyment of plants, birds, wildlife, geology, soils, water, and other natural outside features.

4(k). **"Farm Labor Housing:"** Dwellings or Structures, together with accessory Improvements used to house seasonal and/or full-time employees where such residences are provided by the farm owner and/or operator, the worker is an essential employee of the farm owner and/or operator employed in the operation of the farm and the farm worker is not a partner or owner of the Farm Operation. For instance, a Structure used as the primary residence of a farm owner and/or operator is not "Farm Labor Housing".

4(l). **"Farm Operation:"** Shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(m). **"Footprint Area:"** The area of a Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by impervious surfaces.

4(n). **"Forestry Uses:"** Gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other products or for water quality, wildlife habitat and other conservation purposes. *See Section 14.*

4(o). **"Grantee:"** Includes the original Grantee and its successors and assigns.

4(p). **"Grantor:"** Includes the original Grantor and their heirs, successors and assigns

4(q). **"Height:"** The measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

4(r). **"Impervious Surfaces:"** Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; Structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.

4(s). **"Improvement:"** Anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines. The term "Structure" is one type of Improvement.

4(t). **"Industrial Uses:"** Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Rural Enterprises as permitted by this Easement.

4(u). **"Institutional Uses:"** Uses that provide services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.

4(v). **"Owner:"** Any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.

4(w). **"Principal Residence:"** The primary or main Residential Dwelling on a Property, typically occupied by the Owner and family when the Owner is in residence on the Property.

4(x). **"Recreational Structures:"** Structures associated with passive recreational activities and Recreational Structures as defined below, such as an open air pavilion, gazebos, picnic shelters, board walks for nature trails, viewing platforms, hunting platforms, observation blinds, bridges, docks, benches, storage facilities, tree houses, swimming pools, tennis courts, and other Structures and Improvements which are reasonably necessary for the use and enjoyment of the Property.

4(y). **"Recreational Uses:"** Lawful personal or commercial activities including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. Recreational Uses shall not include golf courses and ranges.

4(z) **"Renewable Energy Facilities:"** Structures or Improvements for the generation of energy from renewable resources, including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol.

4(aa). **"Residential Dwelling:"** Dwellings or Structures, together with accessory Improvements that comprise single-family, multi-family, apartments, "in-law" apartments, guest houses

and Farm Labor Housing, whether or not the Structure(s) are used as the primary residence of a farm Owner and/or operator.

4(bb). **"Residential Uses:"** Use of the land by the Owner, or other persons permitted by the Owner, for living on the Property full-time, part-time, seasonally, and/or occasionally, in Residential Dwellings that are permitted by this Easement.

4(cc). **"Run-in Shed:"** A three sided shed with an open front and an earthen floor that provides horses and other farm animals with a temporary shelter from weather elements.

4(dd). **"Rural Enterprises:"** Commercial activities conducted on the Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist's studio, arts instruction, photo and film shoots, weddings, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and beauty salon.

Commented [KR2]: Becky/Joel – please see additions to Section 10(e) "Rural Enterprises"

4(ee). **"Structure:"** Any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Dwelling, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool. "Structure" is a type of Improvement.

4(ff). **"Telecommunications:"** The transmission, receipt, or exchange of information through the use of technology involving the Property and any other location.

4(gg). The following **"Use Areas"** are defined for the Easement:
"Farmstead Area:" The three (3) areas depicted on Exhibit B, that center on existing farm Structures or future planned Structures.
"Rural Enterprise Area:" The area depicted on Exhibit B. A Rural Enterprise Area differs from a Farmstead Area only in that Residential Dwellings or any other Residential Uses other than Farm Labor Housing are not allowed.
"Farm Area:" The remaining area of the Property, as depicted on Exhibit B, which Exhibit may be revised from time to time pursuant to Section 29 ("Amendment of Easement") of this Easement.

4(hh). **"Viable Agricultural Land:"** Land highly suitable for a Farm Operation.

5. **Restrictions Applicable to the Property.** By this Easement, the Grantor agrees to restrictions that apply to the entire Property as set forth in this Easement. The Grantor may take some actions without prior notice or approval as permitted by this Easement, and may take certain actions only after giving

the Grantee prior notice and/or obtaining the Grantee's prior permission, as set forth herein. No Structures or Improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Easement may be expanded or replaced consistent with the restrictions set forth in this Easement and may be reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement, and does not build a new Structure or Improvement in the same location, the Grantor shall stabilize the site with suitable vegetation.

6. **Use of Property.** Except as provided specifically herein, the Property shall be used solely for Residential, Agricultural, Educational, Recreational, and Forestry Uses as defined herein. Commercial Uses of the Property shall be limited to commercial Agricultural Use, commercial Forestry Use, and Rural Enterprises that are consistent with the purposes of this Easement. No Institutional Use of the Property is permitted except with the prior permission of the Grantee. Industrial Use of the Property is prohibited.

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

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

7(a). **Right to Use Property for Agricultural Uses.**
Grantor has the right to engage in Agricultural Use of the Property and to use the Property as a Farm Operation, provided that any processing, marketing or retailing of any Crops, Livestock and Livestock Products and that any similar activities involving any processed product associated with crops or livestock are not permitted on the Farm Area. As used in this Section 7(a), "processing" shall not include activities such as (i) boiling maple sap or (ii) grinding and mixing of any materials that result in feed for the livestock kept on the Property or on other properties owned or operated by the Grantor provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. Said farming practices shall be carried out consistent with the Conservation Plan described in Section 8 ("Conservation Plan"), and in accordance with sound agricultural practices, which are practices necessary for on-farm production, preparation

and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way.

7(b). **Right to Use Property for Rural Enterprises.**
Grantor has the right to operate otherwise lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, such Rural Enterprises must be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

7(c). **Right to Use Property for Recreational and Educational Uses.**
Grantor retains the right to use the Property for Recreational and Educational Uses, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, Recreational and Educational Uses must be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

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

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

10. **Construction of Buildings and Other Improvements.**
The Property consists of three (3) Use Areas as further described in the Baseline Documentation Report (referenced in Section 22 herein) and identified on the Easement Map attached hereto as Exhibit B: 1) the three (3) Farmstead Areas; 2) the Farm Area; and 3) the Rural Enterprise Area.

Grantor may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvement to the Property within these areas only as provided in this Easement and set forth below.

10(a). Impervious Surfaces.

It is the intention of this Easement to limit the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may be constructed or placed on up to a maximum of five percent (5%) of the Farm Area and without limitation within any designated Farmstead Area and the Rural Enterprise Area.

10(b). Fences.

Existing fences may be repaired, removed and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, safety and general management and to prevent trespassing on the Property. Fencing unrelated to Agricultural Use of the Property may not impair the views of the Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

10(c). Agricultural Structures and Improvements.

Agricultural Structures and Improvements are those Structures and Improvements in which any Agricultural Use is conducted therein. Such Structures and Improvements may be placed or constructed on the Property in accordance with the provisions of this Section 10(c) and may be repaired, removed, enlarged and replaced at their respective locations, subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Areas and Rural Enterprise Area: Without permission of Grantee, Agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within any designated Farmstead Area and within the designated Rural Enterprise Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Agricultural Structures and Improvements on up to two percent (2%) of the Farm Area without permission of Grantee. However, no building, Structure or Improvements on the Farm Area shall be used in any manner that is associated with the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no similar activities involving any processed product associated with crops or livestock shall be permitted on the Farm Area. As used in this Section 10(c), "processing" shall not include activities such as (i) boiling maple sap or (ii) grinding and mixing of any materials that result in feed for the livestock kept on the Property or on other properties owned or operated by the Grantor provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. With permission of Grantee, pursuant to Section 18 ("Permission of and Notice to Grantee") herein, Grantor may place or construct Agricultural Structures and Improvements that would cover up to an

additional three percent (3%) of the Farm Area. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage over or associated impacts to prime soils and soils of statewide importance. Bridges, culverts or other means of crossing wet areas may be constructed or placed subject to obtaining necessary permits from the New York State Department of Environmental Conservation, or such other governmental authorities as required by law. All such Improvements shall be subject to the Impervious Surface coverage limitations specified in Section 10 above ("Construction of Buildings and Other Improvements").

10(d). Residential Dwellings.

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

Farmstead Areas: Without permission of Grantee, Residential Dwellings, together with Accessory Structures and Improvements, are permitted within the Farmstead Area, subject to any applicable local, state or federal laws and regulations.

Principal Residences. No more than three (3) single family Principal Residences shall be permitted on the Property. As of the date of this Easement one (1) such Principal Residence exists on the Property. No new, existing or replacement Principal Residence shall be built or expanded with a Footprint Area greater than 3,500 square feet in Footprint Area and a Height of 35 feet.

Accessory Residences. No more than six (6) detached Accessory Residences shall be permitted on the Property. As of the date of this Easement, one such (1) Accessory Residence exists on the Property. No new, existing or replacement Accessory Residence shall be built or expanded with a Footprint Area greater than 2,000 square feet and a Height of 25 feet. No Accessory Residence may be sold separately from the Principal Residence with which it is associated.

Accessory Apartments. Accessory Apartments may be located within any permitted Structure, and if located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in this Section 10. As of the date of this Easement, one (1) such Accessory Apartment exists on the Property. No Accessory Apartment may be sold separately from the Principal Residence with which it is associated.

Farm Labor Housing. Farm Labor Housing as defined in Section 4, is permitted provided that detached Farm Labor Housing units do not exceed a Footprint Area of 1,500 square feet each and a Height of 25 feet. No Farm Labor Housing unit may be sold separately from the Principal Residence with which it is associated. As of the date of this Easement, no such Farm Labor Housing exists on the Property.

Rural Enterprise Area: No Residential Dwellings, except those used exclusively for Farm Labor Housing, are permitted within the Rural Enterprise Area. Farm Labor Housing shall be consistent with the Purposes of this Easement and shall be subordinate to the Agricultural Uses of the Property.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), and with prior permission of Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Grantor may place or construct Residential Dwellings to be used exclusively for Farm Labor Housing on up to one-quarter of one percent (0.25%) of the Farm Area if proven to Grantee's satisfaction that such housing is necessary to conduct Farm Operations. Such Farm Labor Housing may be placed on footings or slabs but not on excavated foundations. No detached Farm Labor Housing Unit shall be built or expanded to exceed a Footprint Area of 1,500 square feet and a Height of 25 feet each. The land on which these Residential Dwellings, Structures and Improvements stand shall not be subdivided, except as permitted in Section 13 ("Subdivision and Lot Line Adjustments"). Residential Dwellings shall be consistent with the Purposes of this Easement and subordinate to the Agricultural Uses of the Property.

10(e). Rural Enterprises.

Rural Enterprises may only be established and carried out within the designated Farmstead Areas, within the designated Rural Enterprise Area, or as otherwise described in this Section 10(e). In all cases, such uses and any necessary Structures and Improvements, shall be compatible with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. Rural Enterprises associated with events such as weddings or film shoots, are permitted on the Property provided associated facilities and services such as parking areas, catering facilities, and bathroom facilities are restricted to the Farmstead Areas or Rural Enterprise Area. Nighttime lighting associated with Rural Enterprises is prohibited in the Farm Area. Prohibited enterprises include but are not limited to those that market non-agricultural petroleum or chemical products. Rural Enterprises shall not include the operation of a junk yard, gas station or similar enterprise, unless such activities are an integral part of the Farm Operation. The land on which these Structures and Improvements stand shall not be subdivided, except as permitted in Section 13 ("Subdivision and Lot Line Adjustments").

10(f). Structures and Improvements associated with Recreational and Educational Uses.

Recreational and Educational Structures and Improvements are permitted on the Property in accordance with the provisions of this Section 10(f), and subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), so long as such Structures and Improvements are consistent with the Purposes of this Easement and subordinate to the Agricultural Use of the Property. No Recreational or Educational Structures or Improvements shall impair in any way the Agricultural Use of the Farm Area. Recreational and Educational Structures and Improvements may be repaired, removed, enlarged and replaced if damaged, razed or destroyed subject to the Impervious Surface coverage limitations set forth in Section

10(a) ("Impervious Surfaces").

Farmstead Areas and Rural Enterprise Area: Without permission of Grantee, Recreational and Educational Structures and Improvements are permitted within any designated Farmstead Area and the Rural Enterprise Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Recreational and Educational Structures and Improvements in the Farm Area up to an aggregate Footprint Area of three thousand (3,000) square feet without permission of Grantee. All Recreational and Educational Structures and Improvements shall be located in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(g). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Purpose of this Easement, subordinate to the Agricultural Use of the Property and located in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(h). Renewable Energy Structures and Improvements and Telecommunications.

With permission from the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Renewable Energy Facilities for non-Commercial Use to provide energy for Structures permitted on the Property may be built as provided in this Section 10(h). Grantor and its assigns, agents, and lessees shall comply with any applicable New York State Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. Grantor shall provide to Grantee the design, location, size, Height and output of any such facilities and such Structures shall conform with federal, state and local laws. Excess energy generated above that required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws. No wireless Telecommunications towers or associated antennas may be placed on the Property.

Farmstead Areas and Rural Enterprise Area: With prior permission of Grantee, all Structures and Improvements associated with Renewable Energy generation, including access roads and other accessory Improvements, may be built within the Farmstead Areas and Rural Enterprise Area. Such facilities shall be subordinate to the Agricultural and Residential Dwelling Uses of the Property.

Farm Area: With prior permission from the Grantee pursuant to Section 18 ("Permission of Grantee"), facilities for the generation of energy from renewable resources for non-Commercial Use, principally on the Property, may be built. Such Structures shall be

permitted in the Farm Area only if the activity is limited and localized in impact, affecting no more than two percent (2%) of the Farm Area at one time. Such facilities shall be subordinate to the Agricultural Uses of the Property. Grantee's approval shall be granted only if Grantor demonstrates that such Improvements: (i) cannot reasonably be located within a Farmstead Area or are better suited to location in the Farm Area (for example, if such area offers a more efficient location for solar panels); (ii) avoid locating on soils of prime or statewide importance, (iii) do not fragment viable agricultural lands; and (iv) are consistent with the Purposes of this Easement. Any Structures or Improvements associated with Telecommunications are prohibited within the Farm Area.

11. Maintenance and Improvement of Water Sources.

Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the Conservation Plan and is conducted in accordance with sound agricultural practices (as described in Section 7(a)), is compatible with the Purposes of this Easement, and is carried out in accordance with applicable local, state and federal laws and regulations. Grantor may maintain berms, dams, water control Structures, and drainage ways existing at the time of this Easement as documented in the Baseline Documentation Report described in Section 22 ("Baseline Documentation") below. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

12. Water Rights.

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

13. Subdivision and Lot Line Adjustments.

The Property is currently comprised of eleven (11) tax map parcels owned by Grantor. Any division, partition, subdivision, or other legal or de facto creation of lots or parcels of any portion of the Property into separate ownership is hereafter referred to as "Subdivision" or to "Subdivide" and any portion of the Property subject to Subdivision as "Subdivided." However, under no circumstance shall any Farmstead Area or the Rural Enterprise Area be solely Subdivided from the Property and shall not be internally Subdivided.

13(a). Subdivision

With prior written permission of the Grantee, Grantor may Subdivide the Property and convey a portion of the Property to a new Owner or Owners, provided the Property is

Subdivided into no more than three (3) residential lots and each residential lot shall include a Principal Residence and associated Structures and Improvements pursuant to Section 10 ("Construction of Buildings and Other Improvements"). Grantor's request for permission to Subdivide will be governed by the provisions set forth in Section 18 ("Permission of and Notice to Grantee") of this Easement and the provisions of this Section. In addition, Grantee shall grant such permission only if Grantee determines that the Subdivision: (a) is compatible with the Purpose of this Easement; (b) will not diminish or substantially impair the agricultural viability of the Property; and (c) shall ensure that all parcels of land thereby created will remain Viable Agricultural Land either individually, or as part of an established Farm Operation. Any such Subdivision shall not include the right to construct, place or relocate any Structures on the Property, except as otherwise permitted by this Easement, and shall explicitly limit any existing Farm Labor Housing in the Farm Area to that exclusive use. Any Subdivision also must comply with all applicable local, state or federal regulations, and any Subdivided parcels shall be subject to the terms of this Easement.

In the event that any Subdivision of the Property is approved by the Grantee, any portion of the Property so Subdivided shall remain subject to this Easement and approval by the Grantee must allocate to the Subdivided portion of the Property, pursuant to Section 28(c) ("Allocation of Permitted Structures"), any portion of the following rights then remaining which are to be applied to the Subdivided portion:

Construction of Impervious Surfaces as set forth in Section 10(a) ("Impervious Surfaces");

Construction or placement of agricultural structures and improvements under Section 10(c), ("Agricultural Structures and Improvements");

Construction or placement of Residential Dwellings under Section 10(d), ("Residential Dwellings");

Construction or placement of recreational improvements under Section 10(f), ("Structures and Improvements associated with Recreational and Educational Uses"); and

Construction of renewable energy and telecommunications structures and improvements under Section 10(h), ("Renewable Energy Structures and Improvements and Telecommunications").

Such allocation of the rights in the noted sections shall not result in allowances greater than those allowed under each such section.

13(b). Lot Line Adjustments

Lot line adjustments may be permitted with the prior permission of the Grantee pursuant to Section 18 ("Permission of and Notice to the Grantee"), provided that the portion of the Property being conveyed will be used for Agricultural Uses and not for any Residential Uses or to create additional building lots. Such lot line adjustments shall not result in a material reduction in the size of the Property. No such lot line adjustment shall affect the use of the Property permitted by this Easement or the calculation of the number, square footage or character of Structures permitted by this Easement. Land that has been restricted by this

Easement shall not be included in the calculation of the lot size or density of any other parcel if such calculation would increase the permissible lot yield or density of such parcel. Property dividing lines shall be located to avoid fragmentation of prime and important agricultural soils, unless the Grantee otherwise provides permission pursuant to Section 18 ("Permission of and Notice to Grantee").

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

14. Clearing of Trees and Vegetation.

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

14(a) Permitted Removal of Trees. Trees may be removed which endanger public safety, are diseased, damaged or fallen, need to be cleared to ensure the health of other trees in connection with the construction of permitted Structures and Improvements, or in connection with the construction of woods roads or trails, subject to the restrictions set forth in this Section 14. New clearings in connection with the construction of permitted Structures or other Improvements shall not exceed three acres. Clearing of trees in the Farm Area in connection with the construction of permitted Structures and Improvements shall require permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

14(b) Clearing with Prior Permission. With prior permission of the Conservancy pursuant to Section 18 ("Permission of and Notice to Grantee"), trees may be removed to: (1) create new open spaces for agriculture and habitat management; (2) construct and/or maintain walking or hiking trails; (3) provide for the construction of parking areas for permitted Uses and Structures permitted herein; (4) maintain and manage habitat areas; (5) enhance the overall diversity of native plant species; (6) provide control of exotic or new plant species; (7) support the ecological health and biodiversity of the Property; (8) maintain the scenic and natural character of the Property; and (8) as otherwise permitted by Grantee. Within the Farm Area, clearing of trees for Commercial Use and/or as necessary for the construction of permitted Structures and Improvements shall require permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

14(c) Forestry. Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources with the permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). Commercial forestry (i.e. forestry conducted primarily for the harvesting and sale of forest products) shall be conducted in accordance with a forestry management plan

approved by the Grantee, except that for properties enrolled under the NYS 480-a program, noted herein as (3) below, the Grantee shall only require notice to ensure consistency with the Purpose of the Easement, pursuant to Section 18 ("Permission of and Notice to Grantee"), along with a copy of the plan required by New York State in connection with the Section 480-a program. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (if applicable); (3) logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs).

15. Mining, Transmission Lines, Pipelines and Landfills.

There shall be no surface or subsurface mining or quarrying on the Property. However, in compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A-14(g)(4) of the Treasury Regulations, as amended, the Grantor may utilize sand and gravel located on the Property solely for use on the Property, provided that (a) the use has limited, localized impact on the Property, (b) the use is not destructive of the Purposes of the Easement pursuant to Section 2 herein, and (c) Grantor and their assigns, agents and lessees comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. No wireless Telecommunications towers or associated antennas may be placed on the Property. There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines.

16. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads for residential driveways, barnyards, farm markets or other improvements necessary to provide access to, and parking for, permitted buildings or improvements, or to conduct other activities permitted by this Easement. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance. No driveways or roads, except for farm roads, shall be constructed or improved that traverse the Property to gain access to neighboring lands not protected by this Easement, except with the permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). Such permission, if granted, shall be limited to access exclusively for Agricultural Use of the neighboring lands.

17. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agriculturally-related waste or biodegradable material as described below. Without permission of Grantee, Grantor may (i) store, compost, apply or inject agriculturally-related waste or biodegradable material; (ii) store old farm equipment to be used for parts; (iii) temporarily store trash or household waste in receptacles for periodic off-site disposal and (iv) compost or re-use biodegradable materials generated off the

Property for use on the Property or commercial use or sale. All such activities shall be conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with the Conservation Plan and all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with buildings permitted on the Property is permitted by this Easement.

18. Permission of and Notice to Grantee.

The prior written permission of and/or notice to the Grantee is required for certain actions as specifically set forth in this Easement. To request the written permission of the Grantee and/or to provide notice, the Grantor shall submit plans and a description of the proposal in accordance with Section 36 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the purposes and restrictions of this Easement. The Grantor shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required. The Grantee, in its sole and absolute discretion, may waive review of and consent to any Structure, Improvement or alteration otherwise permitted by the Easement which it deems to have no or an insubstantial impact on the Purposes and provisions of the Easement.

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

Where the Grantee's written permission is required, the Grantee shall grant or withhold its permission in writing within 35 days of receipt of the Grantor's request for permission accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold permission only upon a reasonable determination by the Grantee that the Grantor's proposal would be inconsistent with the purposes or specific provisions of this Easement. The Grantee may grant permission subject to reasonable conditions which must be satisfied. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the permission of the Grantee.

18(b). Standards and Timetable for the Giving Notice to Grantee.

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

19. Ongoing Responsibilities of Grantor and Grantee.

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

19(a). Taxes.

Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

19(b). Upkeep and Maintenance.

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

19(c). Liability and Indemnification.

Grantee has no affirmative obligations whatsoever, express or implied, relating to the use, maintenance, management or operation of the Property. Grantee's exercise of, or failure to exercise, any right conferred by this Easement shall not be deemed to be management or control of the activities on the Property. Grantee shall not be responsible for injury, damage, or death to persons or property or other harm in connection with Grantee's administration and/or enforcement of this Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liability it might otherwise have, independently of this Easement, for wrongfully and directly, without the participation or consent of the Owner, causing any dangerous condition to arise on the Property. Except in the last described instance, Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys' fees arising from any personal injury, accidents, negligence or damage related to the Property, or any claims thereof, unless due to the negligence of Grantee, or its agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold Grantee harmless from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith in connection with the administration of this Easement.

Grantor shall indemnify and hold harmless the Grantee, Dutchess County ("the County"), the New York State Department of Agriculture and Markets, and their employees, agents, and assigns from any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and for other liabilities (whether legal or equitable in nature, including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the Grantee, the County, and the Department of Agriculture and Markets may be subject or incur relating to the Property, which may arise from, but are not limited to, any personal injury, accidents, negligence or damage, Grantor's ownership of the Property, Grantor's breach of any representation, warranty, covenant,

agreements contained in this Easement, or Grantor's violations of any Federal, State, or local laws, including all Environmental Laws, unless due to the negligence of the Grantee, the County, the Department of Agriculture and Markets or their agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold harmless the Grantee, the County, the Department of Agriculture and Markets or their employees, agents, and assigns, from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. The Grantee, the County, and the Department of Agriculture and Markets shall have no liability to Grantor or any other owner for acts of the Grantee, the County, the Department of Agriculture and Markets or their, taken in good faith in connection with the exercise of their rights under this Easement.

20. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.

Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets shall perpetually retain the right to intervene on any of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

(i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement –

a. Agricultural Use,
b. Conservation Plan,
c. Crops, Livestock and Livestock Products,
d. Farm Labor Housing,
e. Farm Operation,
f. sound agricultural practices (as described in Section 7(a)), and
g. Viable Agricultural Land;

(ii.) advise the Grantor and Grantee of the State's interpretation of the Purposes of this Easement; and

(iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of

any proposed use or activity with the Purpose(s) of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the New York State Department of Agriculture and Markets for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the New York State Department of Agriculture and Markets, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall preempt or prohibit the Grantor or the Grantee from requesting mediation pursuant to Section 26 ("Dispute Resolution") or to otherwise diminish Grantee's rights under Section 24 ("Enforcement").

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

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

23. Right of Inspection.
Grantee shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the New York State Department of Agriculture and Markets, and the County, pursuant to Section 25 ("Third Party Right of Enforcement of the County of Dutchess") below, shall have the same right of inspection.

24. Enforcement.

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

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

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

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

25. Third Party Right of Enforcement of the County of Dutchess.

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

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

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

25(c). In any case, where a court finds that a violation has occurred, Grantor shall reimburse the County for all its expenses incurred in stopping and correcting the violation, including, but not

limited to, reasonable attorneys' fees. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this clause shall diminish the Grantee's rights under Section 24 ("Enforcement") or this Section 25 ("Third Party Right of Enforcement of the County of Dutchess").

26. Dispute Resolution.

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantor and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

As an alternative to the mediation described above or as an initial step prior to initiating the mediation described above, either party may request mediation pursuant to Section 20 ("State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Implementation of Provisions"). However, any mediation conducted under Section 20 shall not preempt or prohibit the mediation allowed under this Section 26. Furthermore, nothing in this clause shall diminish Grantee's rights under Section 24 ("Enforcement") or the rights of the County of Dutchess under Section 25 ("Third Party Right of Enforcement of the County of Dutchess").

27. Assignment of Easement.

Grantee shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or a "not-for-profit conservation organization" as defined by Article 49 of the ECL or a "qualified organization" under Section 170(h) of the Code or a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor, the New York State Department of Agriculture and Markets, and the County, must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets or its successor agency, if any, must approve the choice of any new non-governmental organization or public agency designated as "Grantee."

28. Sale, Transfer and Subdivision of Property.

28(a). Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, or any parcel thereof, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Easement dated _(month/day/year)_, and recorded in the Dutchess County Clerk's Office on _____, ____ at Document # _____." The failure to include such language in any deed or instrument shall not affect the validity or applicability of this Easement.

28(b). Notice and Effect of Lot Line Adjustment. Prior to any lot line adjustment of the Property (as permitted by the terms of this Easement) into two or more parcels of land having differing ownership, the conveying Owner or Owners shall give notice of such conveyance to the Grantee. After any such lot line adjustment, this Easement shall continue to encumber the parcel conveyed. References in this Easement to the Property, or to the Owners or Grantors, shall be deemed to refer to the Owner or Owners of each such parcel conveyed, and no Owner or Owners of any parcel shall have any responsibility or liability to the Grantee for any violation of this Easement which may occur on any other portion of the Property. In the event that an Owner of a subdivided parcel requests an amendment of this Easement and the Conservancy agrees to such amendment, the amendment shall affect only the parcel of land for which the request was made and shall have no effect on any other land protected by this Easement.

28(c). Allocation of Permitted Structures. In the event that a lot line adjustment occurs pursuant to Section 13 ("Subdivision and Lot Line Adjustments") herein, in any deed of conveyance of a portion of the Property to an adjacent landowner, the Grantor shall, if appropriate, allocate to the portion being conveyed the right to build a specified square footage of Structures or Improvements (including Impervious Surfaces) whose total number or square footage is limited by this Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Grantor immediately prior to such conveyance. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted Structures and Footprint Area in the deed of conveyance. Such provision shall be approved by the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

28(d). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors, but which shall not exceed an amount equal to one hundred dollars ($100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is required in recognition of the Grantee's continuing obligation to monitor

and enforce this Easement, to devote staff time to updating Grantee's records and monitoring program, to introduce new owners to the purposes and provisions of this Easement, to perform its other Grantee responsibilities required under the Easement in connection with a transfer of ownership, and to likewise further the Grantee's mission. The purpose of this fee is to benefit the community, the Property and the Owners of the Property by ensuring continuity in the administration of this Easement. The Grantor agrees to incorporate this transfer fee requirement in the terms of any agreement of sale for any portion of the Property and to familiarize the buyer with such terms prior to the sale.

28(e). Easement Binding on Future Owners and Others. The provisions of this Easement shall run with the land and shall be binding on each Owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term "owner" shall include the owner of any beneficial equity interest in the Property. The preceding sentence shall not impose personal liability on any Owner of a beneficial equity interest except to the extent such beneficial owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

28(f). Discharge of Owner Upon Transfer. In the event any owner transfers fee ownership of all or any portion of the Property, such owner shall be discharged from all obligations and liabilities under this Easement with respect to such portion transferred, except for acts or omissions which occurred during such owner's period of ownership.

29. Amendment of Easement.

This Easement may be amended only with the written consent of Grantee and the then current Owner of the Property and with the approval of the New York State Department of Agriculture and Markets, and the County. Any such amendment shall be consistent with and have a neutral or positive effect on the Purpose of this Easement and shall comply with the ECL or any regulations promulgated thereunder. Such amendment shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. In order to approve an amendment, the Grantee must make written findings that the proposed amendment: (a) is consistent with the conservation purposes of this Easement and will have a positive or neutral effect on those purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement other than those being amended; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. The Grantee shall have no obligation to amend this Easement and any amendment shall be at the discretion of the Grantee. The Grantee may establish such requirements for the submission of plans and other documentation as it deems necessary to make an informed decision. Subject to the foregoing, amendments may include changes necessary to effectuate this Easement in response to effects caused by global warming and climate change. Any such amendment to this Easement shall be duly recorded.

30. Extinguishment of Easement.

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

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain makes it impossible to continue use of all or any portion of the Property for the Purposes of this Easement as described in Section 2 ("Purposes") herein, the restrictions may be extinguished as to any such portion so condemned by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion (pursuant to this Section) by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 31 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies times the percentage determined under Section 31.

31. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment or partial extinguishment or proceeds from a sale or other disposition of the Property as contemplated in Section 30 ("Extinguishment of Easement"). That monetary value is determined as follows: multiply *(a)* times *(b)*, where –

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

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

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

With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner compatible with the Primary Purpose of this Easement. The Grantee's share includes New York State's contribution toward the purchase price for acquiring this Easement. Prior to such re-use, Grantee must provide written notification to the New York State Department of Agriculture and Markets and to the Dutchess County Agricultural and

Farmland Protection Board. Grantee shall be entitled to ___% of the Proportionate Share referenced above, and acknowledges the contributions and corresponding Proportionate Share of the County as described below.

Because the County contributed ____% of the funds toward the purchase price of this Easement, it shall be entitled to ____% of the Proportionate Share referenced above. The County hereby acknowledges this entitlement by signing the attached Acknowledgment. The County also acknowledges that Grantee's share (which is based upon the State's contribution toward the project costs of acquiring this Easement) is ____% of the Proportionate Share referenced above.

32. Interpretation.

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

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix A, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

33. Recitals and Exhibits Incorporated Herein.

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

34. Successors.

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

35. Severability.

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

36. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; 3) if to any subsequent owner, at the address of the Property; or 4) if to New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235; or 5) if to Dutchess County, 22 Market Street, Poughkeepsie, New York, 12601. Any party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 36.

37. Title.

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

38. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

39. Subsequent Encumbrances.

The grant of any easements or use restrictions is prohibited, except with the permission of Grantee pursuant to Section 18(a). With prior permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee") the placing of an additional restriction to maintain the Property's affordability for Agricultural Use by farmers, including additional restrictions that take the form of an affordability covenant or a Preemptive Right to Purchase for Agricultural Use is permitted. Any future encumbrances shall be consistent with the Primary Purpose of this Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

40. Grantor's Environmental Warranty.

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

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

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

41. Duration of Easement.

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

42. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 29 ("Amendment of Easement").

43. Waiver.

The Grantee may on a case-by-case basis waive any provision of this Easement that it deems not to be essential in fulfilling this Easement's conservation purposes. Such waivers may not be granted with respect to the number of Residential Dwellings that may be built. Any such waiver must be supported by written findings in the minutes of the meeting of the Grantee at which it was approved. Such findings shall state the rationale for allowing the waiver and shall indicate any impacts to landscape features or scenic panoramas as seen from public vantage points (if a waiver to size or location restrictions). The Grantee must find that the waiver: (a) is consistent with the conservation purposes of this Easement and will have a positive or neutral effect on those purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any

such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Grantee's Board of Directors approving such waivers shall be kept in the Grantee's permanent file with this Easement. The Grantee shall, if requested by an Owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Easement.

44. Binding Effect.

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

45. Lien Law.

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

46. Captions.

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

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

LANDOWNER

Grantor:
Glenmore Farms, Inc.

By: _____
Patrick F. O'Leary
Title:

By: _____
Patrick F. O'Leary

DUTCHESS LAND CONSERVANCY, INC.

Grantee:

By: _____
Rebecca E. C. Thornton
President

State of New York)
County of), ss:
On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Patrick F. O'Leary,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)
County of), ss:
On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Rebecca E. C. Thornton,** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT

For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Easement, and Acceptance of the Role of Third Party Right of Enforcement

DUTCHESS COUNTY

By:_____
Marcus J. Molinaro
County Executive

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Marcus J. Molinaro** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

APPENDIX A
DEPARTMENT CLAUSES

- required "WHEREAS" provisions ("D," "E," "F," "J," "L," "N," and "P")
- "Purpose"
- "Implementation"
- "Definitions": "Agricultural Use," "Conservation Plan," "Crops, Livestock and Livestock Products," "Farm Labor Housing," "Farm Operation," and "Viable Agricultural Land."
- "State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions"
- Other miscellaneous policies: "Impervious Surfaces," "Land Disturbances Associated with Non-Agricultural Activities," "sound agricultural practices," "Proceeds" and "Interpretation

EXHIBIT A
Description of the Property

All that certain plot, piece or parcel of land, with the buildings and Improvements thereon erected, situated, lying and being in the Towns of Clinton and Pleasant Valley, Dutchess County, New York, more particularly described as follows:

EXHIBIT B
Conservation Easement Map

EXHIBIT C
Survey Map

Environment Committee Roll Call

District	Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2019264 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE GLENMORE FARM, OWNED BY GLENMORE FARMS, INC. AND PATRICK F. O'LEARY, IN THE TOWNS OF LINTON AND PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THERERFORE

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2019264 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE GLENMORE FARM, OWNED BY GLENMORE FARMS, INC. AND PATRICK F. O'LEARY, IN THE TOWNS OF CLINTON AND PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THERERFORE

October 15, 2019

RESOLUTION NO. 2019265

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE DESTINED WIND FARM, OWNED BY HANS JOERG MEILI AND ARROWHEAD HILLS PARTNERSHIP, LP, IN THE TOWN OF AMENIA, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE.

Legislators BORCHERT, SAGLIANO, BOLNER, and HOUSTON offer the following and move its adoption:

WHEREAS, the County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2017) for an award in an amount not to exceed $518,385 in grant funds available through the Dutchess County Partnership for Manageable Growth Program (the "Program"), and

WHEREAS, this award shall be used to partially fund the purchase of two agricultural conservation easements to be held by the Dutchess Land Conservancy on a total of an approximately 234 acre portion of the 239 acre property of Destined Wind Farm, consisting of a 151.557 acre portion owned by Hans Joerg Meili and Joerg E. Meili, and an 82.463 acre portion owned by Arrowhead Hills Partnership, LP., (Tax Grid Numbers: 132000-7267-00-530990 and 13200-7267-00-003765) located on County Route 343 and Yellow City Road in the Town of Amenia, Dutchess County, New York, and

WHEREAS, the total not to exceed cost of the acquisition of the two conservation easements at the Destined Wind Farm is $1,781,351. 30% percent, or $518,385 will be provided by funding from the Dutchess County Partnership for Manageable Growth (PMG) Program. New York State Department of Agriculture and Markets will provide $1,257,966 or 70% of the estimated total project cost. The Dutchess Land Conservancy will provide the remaining $5,000, will hold the easements and provide the required monitoring, and

WHEREAS, a Real Estate Appraisal Report (narrative appraisal) prepared by Paul Herrington of Farm Credit East Appraisal Service, dated August 26, 2019, values the Conservation Easement for the 151.557 acre portion of Property owned by Hans Joerg Meili and Joerg E. Meili at One Million, Sixty-One Thousand Dollars ($1,061,000) or (approximately) $7,000 per acre. The Real Estate Appraisal Report (narrative appraisal) prepared by Paul Herrington of Farm Credit East Appraisal Service, dated August 26, 2019, values the Conservation Easement for the 82.463 acre portion of Property owned by Arrowhead Hills Partnership, LP at Five Hundred Forty-Five Thousand Dollars ($545,000) or (approximately) $6,600 per acre. The intended users of the Appraisal Report are the Owner, the Conservancy, the County, and the New York State Department of Agriculture and Markets, and

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

WHEREAS, the proposed Grant Agreement is subject to various contingencies including approval and acceptance of the Easement and related closing documents (e.g. survey, title report and insurance) by the County, and receipt by the Conservancy of the necessary funding as outlined above, and

WHEREAS, Resolution 2016272, a Bond Resolution, authorized the issuance of $1,000,000 serial bonds of the County for acquisition of parcels of land, or rights or interests in such land, for active and/or passive park purposes and the preservation of open space and farmland, and

RESOLVED, that the County Executive, or his designee, is hereby authorized to execute the Grant Agreement in substantially the same form as attached hereto, and any other related documents that may be necessary, and be it further, and

RESOLVED, that the County Executive is authorized to take such actions as are necessary and consistent with the requirements of the Dutchess County Partnership for Manageable Growth Program to complete the acquisition contemplated herein, including minor revisions to the documents, if necessary, and be it further

RESOLVED, that as a result of the adoption of Resolution 2016272, funds are now available in the Capital Projects Account H0500, and have been reallocated to partially fund the purchase of a conservation easement in the amount of $518,385, on property known as Destined Wind Farm, and be it further

RESOLVED, that to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the 2019 Adopted County Budget as follows:

APPROPRIATION		
Decrease		
H0500.8020.3006	Easement-Conservation	($518,385)
Increase		
H0500.8020.3006.7019	Destined Wind Farm	$518,385

CA-188-19
EW/LDF/kvh
R-1008
09/16/19
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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 $ 518,385

Total Current Year Revenue $ 0
and Source

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

Identify Line Items(s):

H0500.8020.3006.7019 - Easement-Conservation Destined Wind Farm

Related Expenses: Amount $ 0
Nature/Reason:

Anticipated Savings to County: $0

Net County Cost (this year): $518,385
Over Five Years: $518,385

Additional Comments/Explanation:

The total not to exceed cost of the acquisition of a conservation easement at the Destined Wind Farm is $1,781,351 30% percent, or $518,385, will be provided by funding from the Dutchess County Partnership for Manageable Growth (PMG) Program. NYS Department of Ag. & Markets will provide $1,257,966 or 70% of the estimated total project cost. The Dutchess Land Conservancy will provide the remaining $5,000, will hold the easement and provide the required monitoring.

The source of County funds is Capital Account H0500, bonds approved by Dutchess County Legislature Resolution No. 2016272 to support the Partnership for Manageable Growth (PMG) Program.

Prepared by: Brad Barclay, Department of Planning and Development

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this day of , 2019, by and between **HANS JOERG MEILI** and **JOERG E. MEILI**, individuals, having a mailing address of Post Office Box 673, Sharon, Connecticut 06069, and **ARROWHEAD HILLS PARTNERSHIP, LP**, a New York Limited Partnership, having a mailing address at 3562 New York State Route 343, Amenia, New York, 12501 (collectively the "Owner"); the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"); and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 4289 Route 82, Millbrook, New York, 12545 and a mailing address of Post Office Box 138, Millbrook, New York, 12545 (the "Conservancy").

WITNESSETH:

WHEREAS, the Owner is the sole owner in fee simple of real property which consists of approximately 239 acres, described in the deeds attached hereto as "Exhibit A" and desires to sell and convey to the Conservancy conservation easements reducing the development rights on approximately 234 acres (the "Property"), consisting of a 151.557 acre portion owned by Hans Joerg Meili and Joerg E. Meili, and an 82.463 acre portion owned by Arrowhead Hills Partnership, LP, more fully described in "Exhibit B" attached hereto and incorporated by reference, located on County Route 343 and Yellow City Road in the Town of Amenia, Dutchess County, New York (Tax Grid Numbers 132000-7267-00-530990 and 132000-7267-00-003765); and

WHEREAS, the Conservancy wishes to purchase such conservation easements provided that funds therefor are available to the Conservancy through the Dutchess County Partnership for Manageable Growth, authorized by the County pursuant to Resolutions _____ and ____,as well as from the Conservancy.

NOW THEREFORE, the parties agree as follows:

1. **PURCHASE OF CONSERVATION EASEMENT**. The Owner agrees to sell and convey to the Conservancy, and the Conservancy agrees to purchase from the Owner, two (2) conservation easements (the "Conservation Easements") on the Property upon the terms and conditions hereinafter set forth. The Conservancy shall hold the Conservation Easements and have enforcement rights pursuant to the terms of the Conservation Easements and the County shall have third party enforcement rights pursuant to the terms of the Conservation Easements. The Conservancy and the County shall have the right to claim portions of the monetary value of the Conservation Easements in the event the Conservation Easements are extinguished pursuant to the terms of the Conservation Easements. The Conservation Easements shall be substantially in the form attached to this Agreement as "Exhibit C", which Conservation Easements have been approved by the Conservancy's Board of Directors.

2. **PAYMENT**. The development rights for the Property were appraised as two (2) separate lots, which consist of approximately 234 acres combined. The 151.557 acre portion

owned by Hans Joerg Meili and Joerg E. Meili is appraised at One Million, Sixty-One Thousand Dollars ($1,061,000), or (approximately) $7,000 per acre. The purchase price for the Conservation Easement for those development rights shall be One Million, Sixty-One Thousand Dollars ($1,061,000). The 82.463 acre portion owned by Arrowhead Hills Partnership, LP is appraised at Five Hundred Forty-Five Thousand Dollars ($545,000), or (approximately) $6,600 per acre. The purchase price for the Conservation Easement for those development rights shall be Five Hundred Forty-Five Thousand Dollars ($545,000). The purchase price for both Conservation Easements shall be payable in full at Closing in accordance with paragraph "5".

The County will contribute a total of Five Hundred Eighteen Thousand, Three Hundred Eighty-Five Dollars ($518,385) to the purchase price of both Conservation Easements, using funds from the County. The remaining portion of the purchase price shall be provided by the Conservancy using funds from the Conservancy, and all transaction expenses including the survey, appraisal, title insurance, closing and administrative costs, will be paid by the Conservancy using funds from the Conservancy. The exact amount of costs other than the purchase price will be determined on, or before, the closing date. See Exhibit D1 and D2 "Financial Worksheet" for more detail.

The Owner shall be responsible for all of their own costs and fees in relation to this agreement, including the New York State Transfer Tax.

3. **SURVEY**. The Property to be subject to the Conservation Easements is shown on a survey map titled, "Survey Map of Conservation Easement on Lands of Hans Joerg Meili "Destined Wind Farm"", completed by Kirk Horton, Licensed Land Surveyor, dated April 26, 2019, last revised _____, 2019, and filed with the Office of the Dutchess County Clerk on , as Filed Map No. ____, and also on a survey map titled, "Survey Map of Conservation Easement on Lands of Arrowhead Hills Partners, LP", completed by Kirk Horton, Licensed Land Surveyor, dated June 15, 2019, last revised _____, 2019, and filed with the Office of the Dutchess County Clerk on , as Filed Map No. ____, both attached hereto as "Exhibit E1" and "Exhibit E2". The surveys shall be certified to the Owner, the Conservancy, the County, the New York State Department of Agriculture and Markets, and Westcor Land Title Insurance Company.

4. APPRAISAL. The Real Estate Appraisal Report (narrative appraisal) prepared by Paul Herrington of Farm Credit East Appraisal Service, dated August 26, 2019, values the Conservation Easement for the 151.557 acre portion of Property owned by Hans Joerg Meili and Joerg E. Meili at One Million, Sixty-One Thousand Dollars ($1,061,000) or (approximately) $7,000 per acre. The Real Estate Appraisal Report (narrative appraisal) prepared by Paul Herrington of Farm Credit East Appraisal Service, dated August 26, 2019, values the Conservation Easement for the 82.463 acre portion of Property owned by Arrowhead Hills Partnership, LP at Five Hundred Forty-Five Thousand Dollars ($545,000) or (approximately) $6,600 per acre. The intended users of the Appraisal Report are the Owner, the Conservancy, the County, and the New York State Department of Agriculture and Markets.

5. CLOSING. Closing shall take place at the offices of the Dutchess Land Conservancy at 2489 Route 82, Millbrook, New York on or about November 14, 2019 or at such other time and place as the parties shall mutually agree.

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

(a) Approval of the proposed Conservation Easements ("Exhibit C") by the Conservancy's Board of Directors, New York State Department of Agriculture and Markets, and the County. If the previously approved Conservation Easements in Exhibit C are modified prior to closing, the modified Conservation Easements must also be approved by the Conservancy's Board of Directors.

(b) Receipt by the Conservancy of the funds necessary to purchase the Conservation Easement and pay related closing and administrative costs, through a New York State Department of Agriculture and Markets Farmland Protection Implementation Grants Program for funds, NYS Contract No. C00267GG (a grant amount of $1,257,966 to be used toward both the purchase price and the transaction costs); Approval by the Dutchess County Legislature of funds from the Dutchess County Partnership For Manageable Growth Program (in an amount not to exceed $518,385) to be paid directly to the Owner at closing by the County as part of the purchase price.

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

(e) Any documentation, approvals or consents as may be required by the County, New York State Department of Agriculture and Markets, or the Conservancy in order to comply with Program requirements.

(f) Conveyance, free of all mortgages and encumbrances of any nature whatsoever or, if any such mortgages or encumbrances exist, subordination of such mortgages or encumbrances to the Conservation Easement to the satisfaction of the County, New York State Department of Agriculture and Markets, and the Conservancy.

7. **CANCELLATION**. If the contingencies set forth in Section 6 are not satisfied, the Conservancy may cancel this Agreement on written notice to the Owner and neither party will have any claim or cause of action against the other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by December 31, 2020 the Owner may cancel this Agreement upon written notice to the Conservancy at their address as shown herein, attention Rebecca E. C. Thornton, President, and neither party shall have any claim or cause of action for damages against the other arising out of this Agreement.

8. **OWNER'S REPRESENTATIONS**. The Owner represents that: (a) they have, and will have at the closing, the power, and if applicable, corporate authorization, to sell, transfer and convey

the Conservation Easement to the Conservancy subject only to the terms of this agreement; (b) they are not aware of any actions or proceedings which affect the Owner's title to the Property; (c) there are no uncured notices which have been served upon the Owner by any governmental agency, notifying the Owner of any violations of law, ordinance or regulation which would affect the Property; (d) there are no actual impending mechanics liens against the Property; and (e) the Owner has not entered into, nor does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property or would affect its obligations hereunder.

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

Should any of the above representations or warranties cease to be true at any time prior to the closing, the Owner shall immediately so advise the Conservancy in writing. Each of the above representations and warranties shall be deemed to have been made as of the closing and shall survive the closing.

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

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

[Signature pages follow]

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

APPROVED AS TO FORM:

_____

Linda Fakhoury, Esq.
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro, County Executive

STATE OF NEW YORK)
) SS:
COUNTY OF DUTCHESS)

On this day of , 2019, before me, the undersigned, personally appeared **Marcus J. Molinaro**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

LANDOWERS

By_____
Hans Joerg Meili

By_____
Joerg E. Meili

By_____
Barbara C. Meili
General Manager
Arrowhead Hills Partnership, LP

DUTCHESS LAND CONSERVANCY, INC.

By_____
Rebecca E. C. Thornton
President

State of New York *)*
County of *), ss:*
On the _____day of _____ in the year 2019 before me, the undersigned, personally appeared **Hans Joerg Meili**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual w name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York *)*
County of *), ss:*
On the _____day of _____ in the year 2019 before me, the undersigned, personally appeared **Joerg E. Meili**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual w name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York *)*
County of *), ss:*
On the _____day of _____ in the year 2019 before me, the undersigned, personally appeared **Barbara C. Meili**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual w name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York *)*
County of *), ss:*
On the _____day of _____ in the year 2019 before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

EXHIBIT "A"
SOURCE DEED

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

EXHIBIT "B"
LEGAL DESCRIPTION OF CONSERVATION EASEMENT PROPERTY

EXHIBIT C
CONSERVATION EASEMENTS

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this _____ day of _____ 20__, by **ARROWHEAD HILLS PARTNERSHIP, LP**, a New York Limited Partnership, (the "Grantor"), having a mailing address at 3562 New York State Route 343, Amenia, New York, 12501 to **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545 and a mailing address of Post Office Box 138, Millbrook, New York, 12545.

WHEREAS:

A. Grantor is the owner of certain real property (the "Property") consisting of approximately 82.55 acres, in one (1) tax map parcel located on New York State Route 343 in the Town of Amenia, Dutchess property ("Exhibit A") and shown on the Easement Map ("Exhibit B"), both attached hereto and as depicted on a survey map titled "____", prepared by ____, Licensed Land Surveyor, dated ____, 20__ and last revised on ____, 20__, and filed in the Dutchess County Clerk's Office on ____, 20__ as Filed Map No. ____, and attached hereto as "Exhibit C".

B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).

C. The Property meets the criteria for acceptance of easements of the Grantee and is in close proximity to private land which is already permanently protected by the Grantee.

D. Article 14, Section 4 of the New York State Constitution states: "The policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products."

E. Section 49-0301 of the ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state."

F. Article 25-AAA, Section 321 of the AML states: "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture," the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

G. The Property is actively farmed and located in the Hudson Valley, specifically within the Taconic Mountains/Harlem Valley region. The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS OS Plan") identifies farmland in the Hudson Valley as a "vital component of the New York City/Hudson Valley "Foodshed"" due to its potential to provide fresh local foods and "bolster food security of the New York City metropolitan region and the Hudson Valley". The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in a 2013 report generated by Scenic Hudson, Inc. titled *Securing Fresh, Local Food for New York City and the Hudson Valley: A Foodshed Conservation Plan for the Region* and the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Property is included in the priority areas identified in both documents.

The NYS OS Plan also lists the Taconic Ridge/Harlem Valley as a high priority due to the region's high biodiversity, scenic views, thousands of acres of intact forest land, steeply sloping hillsides, and working farm landscapes. The NYS OS Plan states, "...acquisition of properties in the Taconic Ridge/Harlem Valley will protect important open space, scenic viewsheds, working farm landscapes, and watersheds and water quality, and preserve critical wildlife habitat for several threatened and endangered species."

H. The Property is located in an area identified as the Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the "Conservation Framework") produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland through the use of conservation easements, as means to protect the biodiversity of the Hudson River Estuary Area.

I. The *Comprehensive Wildlife Conservation Strategy Plan* ("the CWCS Plan") prepared by New York State Department of Environmental Conservation identifies the area in which the Property is located as the Upper Hudson Basin, an ecologically vital area with high plant and wildlife diversity across a landscape that includes grasslands and agricultural habitats. The CWCS Plan identifies grasslands as critical habitats for New York State's Species of Greatest Conservation Need (SGCN). The Property contains upland meadow grassland habitat associated with agricultural areas. Grassland habitat is described in the CWCS Plan as being both natural and human created areas that support grassland species of conservation concern. Work done by the NYS DEC and New York Natural Heritage Program (NYNHP) for the Grassland Reserve Program (USDA Farm Bill) indicates that there are significant grassland habitats and associated plant and animal communities (e.g., butterflies, birds) throughout the Hudson River corridor. Furthermore, areas with significant amounts of agriculture in the Hudson Valley (Dutchess County) can provide habitat for grassland-dependent species. The CWCS Plan also identifies the top prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.

J. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners "Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts and also recommends identifying "opportunities to create and/or build upon existing core areas of preserved farmland in each of the County's farming communities." The Plan also emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in "a loss of farm production, open space, and loss of agricultural jobs…" The Property is located within an Agricultural Priority Area in the Plan, the priority areas containing farmland identified as being important for preservation.

K. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands, open space, and steep slopes should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines. Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and

roadways. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

L. The Property is located within Dutchess County's Agricultural District #21, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the "AML"). Section 300 states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance."

M. The Property is located within the Western New England Marble Valley EcoRegion as described in *Chapter 6, Biological Resources and Biodiversity of Dutchess County*, written by Mary Ann Cunningham, Neil Curri, and Robert Wills for the *Natural Resource Inventory of Dutchess County* (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute.

The Western New England Marble Valleys Ecological Region is characterized by steep-sided valleys with floodplains, terraces and rolling to hilly terrain. Streams have low to moderate gradients with bedrock, boulder, cobble and sandy substrates and springs, seeps and wetlands are common with few lakes and reservoirs. Woodland habitats consist of northern hardwoods (maple-beech-birch) and species-rich transition hardwoods (maple-beech-birch, Appalachian oak-hickory forest). Hardwood species include sugar maple, white ash, basswood, bitternut hickory, hophornbeam and alternate leaved dogwood. Calcareous rock outcrops contain eastern red cedar, purple clematis and roundleaf shadbush.

Priority habitats identified in the Western New England Marble Valleys EcoRegion include grassland, swamps, and streams; all habitats that exist on the Property. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

N. The Property is located within the Town of Amenia, which adopted a Comprehensive Plan Update (the "Comprehensive Plan"), on July 19, 2007. The Comprehensive Plan states, "Agriculture is a distinguishing feature of Amenia, responsible for much of its rural beauty and bucolic charm. This has attracted weekenders, commuters, and retirees who have become the fastest growing part of the community. Thus, in addition to the economic value it adds for its products and jobs, farming has an independent and possibly even greater economic value contributing to the appeal, beauty, and property values of the Town as a whole. It is the single most important and easily lost feature that distinguishes Amenia's landscape as a rural community." (p. 12). The Comprehensive Plan recommends the use of conservation easements to protect farmland. Purchasing the development rights of Destined Wind Farm meets priorities of the Comprehensive Plan.

O. The Town of Amenia adopted a Scenic Protection Overlay District on July 19, 2007, which has several different components. The Property falls within three of those components – (1) the "Road Visual Protection Corridor" which includes Route 343 from Sharon Station Road to the town line at Connecticut; (2) a "View Point" from Route 343 which is described as significant; and (3) the "Ridgeline Visual Protection Zone", which applies to areas with slopes over 25% and visibility from three or more View Points. In this case, the Ridgeline Protection Zone applies to a portion on the southern boundary of the Property.

P. The Property consists primarily of productive agricultural land. The Property contains approximately 17 acres of prime soils, and approximately 43 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

Q. The Property is in the watershed of the Ten Mile River which is in an area of direct drainage to the Housatonic River. The Ten Mile River drainage basin is 54 square miles and is contained within Dutchess County, Litchfield County in Connecticut to the east, and partly in Columbia County to the north. The portion of the Housatonic River Watershed in Dutchess County drains the Taconic and Berkshire Mountains and eventually empties into Long Island Sound.

R. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property contains frontage on 1,700 feet of frontage on an unnamed Class C subtributary (Conn-15-12-9-1) to the Webatuck Creek as well as the confluence and one-half of a mile length of a Class C(TS) tributary (Conn-15-12-9) to the Webatuck Creek. Both streams have been classified for their best use as fishing, with the tributary being suitable for trout spawning.

S. The Property contains approximately ten acres of Freshwater Wetland No. AM-3, a 59-acre Class II wetland, designated pursuant to Article 24 of the Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. The Property also contains approximately eight (8) acres of wetlands designated on the National Wetlands Inventory by the United States Department of the Interior.

T. A portion of the Property, approximately 38 acres, is part of a "Zone I" Aquifer Recharge Area, an area of permeable deposits directly overlying the aquifer through which water can move downward with little or no natural filtration because the water is moving too quickly; and approximately 33 acres, is part of a "Zone II" Aquifer Recharge Area, an area of less permeable deposits located upgradient from an aquifer, which contributes to recharge to the aquifer through both overland runoff and groundwater flow, as defined by the *Dutchess County Water Supply Protection Program Report* prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.

U. Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified upland meadow, upland mixed forest, wet meadow, and hardwood shrub swamp habitats on the Property, as referenced in *Significant Habitats in the Town of Amenia*, Dutchess County, New York, by Nava Tabak, Kristen Bell, and Gretchen Stevens, Hudsonia Ltd., December 2006.

V. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a grant toward the total project costs of acquiring a perpetual Easement on the Property pursuant to grant contract number _____ pursuant to Article 25-AAA of the Agriculture and Markets Law, and as a condition to the Department of Agriculture and Markets participation, the Department of Agriculture and Markets is granted a role as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions as provided in Section __ below, and a right to be notified of the re-use of proceeds resulting from an extinguishment of this Easement as provided in Section __ below.

W. Dutchess County is a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York (the "County"), The County has authorized a grant through the Dutchess County Partnership For Manageable Growth Grant Program to partially fund the purchase of this Conservation Easement. The grant is in the amount of _____ Dollars ($_____) and as a condition to the County's participation, the County is granted a third-party enforcement right in this Easement and a right to claim a portion of the proceeds resulting from an extinguishment of this Easement as provided in Section 31 below.

X. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its conservation purposes.

NOW, THEREFORE, in consideration of the foregoing, _____Dollars ($_____) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

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

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

The Secondary Purposes of this Easement include: to conserve the scenic, open, wooded, and natural character of the Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Property. The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the conservation purposes of this Easement.

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

4. **Definitions.**

4(a). **"Accessory Apartment:"** Dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or

accessory to, and located on the same lot as, a Principal Residence.

4(b). **"Accessory Residence:"** Residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.

4(c). **"Accessory Structure:"** Structure that is incidental and subordinate to the Principal Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to, a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.

4(d). **"Agricultural Structures and Improvements:"** Structure or Improvements built for the purpose of, or utilized for, Agricultural Uses. Agricultural Structures and Improvements include, but are not limited to, customary barns, sheds, greenhouses, Run-in Sheds as defined below and other animal shelters, and equestrian facilities. An Agricultural Structure may contain facilities or uses directly related to Agricultural Use, such as a farm office and bathroom facility, but may not be used for human habitation except as specifically permitted by this Easement.

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

(i.) produce "Crops, Livestock and Livestock Products"; or

(ii.) use the Property as a "Farm Operation" to the extent permitted by this Easement; or

(iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or

(iv.) manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is described in a Conservation Plan.

4(f). **"Agri-tourism:"** Activities conducted on the Property for the recreation, enjoyment, and/or education of the general public and paying or non-paying guests of the farmer. Such activities must have the primary purposes of promoting the sale, marketing, production, harvesting or use of the products of the farm, enhancing the public's understanding and awareness of farming and farm life, and/or increasing public understanding of the importance of agriculture and its contribution to local economies and quality of life. Agri-tourism includes but is not limited to education about and marketing of farm products, including crops, maple products, on-farm wine production, recreational activities such as corn mazes and hay rides, farm-related tours and events,

and retail shops primarily selling items produced on the farm.

4(g). **"Commercial Uses:"** Any use or activity undertaken for for-profit business purposes, including but not limited to the Agricultural and Forestry Uses permitted herein. Membership Clubs and activities in which obtaining a financial benefit is incidental to the purpose of the activity, such as hobbies, shall not be considered Commercial Uses.

4(h). **"Conservation Plan"** shall be defined as an Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.

4(i). **"Crops, Livestock and Livestock Products"** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(j). **"Educational Uses"** Environmental and other outdoor educational programs, including the study and enjoyment of plants, birds, wildlife, geology, soils, water, and other natural features.

4(k). **"Farm Labor Housing"** means dwellings or Structures, together with accessory Improvements used to house seasonal and/or full-time employees where such residences are provided by the farm Owner and/or operator, the worker is an essential employee of the farm Owner and/or operator employed in the operation of the farm and the farm worker is not a partner or Owner of the Farm Operation. For instance, a Structure used as the primary residence of a farm Owner and/or operator is not "Farm Labor Housing".

4(l). **"Farm Operation"** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(m). **"Footprint Area:"** The area of a Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by impervious surfaces.

4(n). **"Forestry Uses:"** Gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other products or for water quality, wildlife habitat and other conservation purposes. *See Section 14.*

4(o). **"Grantee:"** The original Grantee(s) and its successors and assigns.

4(p). **"Grantor:"**The original Grantor and its heirs, successors and assigns.

4(q). **"Height:"** The measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

4(r). **"Impervious Surfaces:"** Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; Structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.

4(s). **"Improvement:"** Anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines. The term "Structure" is one type of Improvement.

4(t). **"Industrial Uses:"** Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Rural Enterprises as permitted by this Easement.

4(u). **"Institutional Uses:"** Uses that provide services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.

4(v). **"Owner:"** Any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.

4(w). **"Principal Residence:"** The primary or main Residential Dwelling on a Property,

typically occupied by the Owner and family when the Owner is in residence on the Property.

4(x). **"Recreational Structures:"** Structures used for passive recreational activities such as an open air pavilion, gazebos, picnic shelters, board walks for nature trails, viewing platforms, hunting platforms, observation blinds, bridges, docks, benches, storage facilities, tree houses, swimming pools, tennis courts, and other Structures and Improvements which are reasonably necessary for the use and enjoyment of the property.

4(y). **"Recreational Uses:"** Lawful personal or commercial activities including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. Recreational Uses shall not include golf courses and ranges.

4(z) "**Renewable Energy Facilities:**" Structures or Improvements for the generation of energy from renewable resources including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol.

4(aa). **"Residential Dwelling:"** Dwellings or Structures, together with accessory Improvements that comprise single-family, multi-family, apartments, "in-law" apartments, guest houses and Farm Labor Housing, whether or not the Structure(s) are used as the primary residence of a farm Owner and/or operator.

4(bb). **"Residential Uses:"** Use of the land by the Owner, or other persons permitted by the Owner, for living on the Property full-time, part-time, seasonally, and/or occasionally, in Residential Dwellings that are permitted by this Easement.

4(cc). **Run-in Shed:** A three sided shed with an open front and an earthen floor that provides horses and other farm animals with a temporary shelter from weather elements.

4(dd). **"Rural Enterprises:"** Commercial activities conducted on the Property, which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist's studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and beauty salon.

4(ee). **"Structure:"** Any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Dwelling, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool. "Structure" is a type of Improvement.

4(ff). **"Telecommunications:"** The transmission, receipt, or exchange of information through the use of technology involving the Property and any other location.

4(gg) The following **"Use Areas"** are defined for the Easement:
"Farmstead Area:" The area depicted on Exhibit B, that centers on existing farm Structures or future planned Structures.
"Farm Area:" The remaining area of the Property, as depicted on Exhibit B, which Exhibit may be revised from time to time pursuant to Section 29 ("Amendment of Easement") of this Easement.

4(hh). **"Viable Agricultural Land"** is defined as land highly suitable for a Farm Operation.

5. **Restrictions Applicable to the Property.** By this Easement, the Grantor agrees to restrictions that apply to the entire Property as set forth in this Easement. The Grantor may take some actions without prior notice or approval as permitted by this Easement, and may take other actions only after giving the Grantee prior notice and/or obtaining the Grantee's prior consent, as set forth herein. No Structures or Improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Easement may be expanded or replaced consistent with the restrictions set forth in this Easement and may be reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement, and does not build a new Structure or Improvement in the same location, the Grantor shall stabilize the site with suitable vegetation.

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

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

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be

reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and occurs without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

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

7(b). Right to Use Property for Rural Enterprises.
Grantor has the right to operate lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, such Rural Enterprises must be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

7(c). Right to Use Property for Recreational and Educational Uses.
Grantor retains the right to use the Property for Recreational and Educational Uses, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, Recreational and Educational Uses must be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

8. Conservation Plan.
Grantor and Grantee recognize that changes in economic and environmental conditions, in agricultural technologies, in accepted farm management practices and in the Farm Operations of Grantor may result in changes in the Agricultural Uses of the Property. It is the intention of this Easement to maintain Grantor's discretion to employ its choices of farm uses and management practices so long as those uses and practices are conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with a Conservation Plan prepared by a qualified conservation professional or by the local Soil and Water Conservation District in cooperation with the Grantor. Further, all farm uses and farming practices identified in

the Conservation Plan shall be consistent with the Purpose of this Easement and shall be only those not otherwise specifically prohibited by this Easement. The Conservation Plan shall identify potential adverse environmental impacts of agricultural activities, as well as enhance the agricultural productivity and economic viability of the Property. The Conservation Plan shall be updated periodically and whenever the Farm Operation changes substantially. Upon request, Grantor shall provide a copy of the most current Conservation Plan to Grantee.

9. Access.

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

10. Construction of Buildings and Other Improvements.

The Property consists of two (2) Use Areas as further described in the Baseline Documentation Report (referenced in Section 22 herein) and identified on the Easement Map attached hereto as Exhibit B: 1) the Farmstead Area; and 2) the Farm Area. Grantor may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvement to the Property within these areas only as provided in this Easement and set forth below.

10(a). Impervious Surfaces.

This Easement limits the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may be constructed or placed on up to a maximum of five percent (5%) of the Farm Area and without limitation within the Farmstead Area.

10(b). Fences.

Existing fences may be repaired, removed and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, safety and general management and to prevent trespassing on the Property. Fencing unrelated to Agricultural Use of the Property may not impair the views of the Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

10(c). Agricultural Structures and Improvements.

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

Farmstead Area: Without permission of Grantee, Agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within the Farmstead Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Agricultural Structures and Improvements on up to two percent (2%) of the Farm Area without permission of Grantee. However, no building, Structure or Improvements on the Farm Area shall be used in any manner that is associated with the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no similar activities involving any processed product associated with crops or livestock shall be permitted on the Farm Area. As used in this Section 10(c), "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Property or on other properties owned or operated by the Grantor, or similar non-industrial activities, provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. With prior permission of Grantee pursuant to Section 18 ("Permission of and Notice to Grantee") herein, Grantor may place or construct Agricultural Structures and Improvements that cover up to an additional three percent (3%) of the Farm Area. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage over or associated impacts to prime soils and soils of statewide importance. Bridges, culverts or other means of crossing wet areas may be constructed or placed subject to obtaining necessary permits from the New York State Department of Environmental Conservation, or such other governmental authorities as required by law. All such Improvements shall be subject to the impervious surface coverage limitations specified in Section 10 above ("Construction of Buildings and Other Improvements").

10(d). Residential Dwellings.

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

Farmstead Area: Without permission of Grantee, Residential Dwellings, together with Accessory Structures and Improvements, are permitted within the Farmstead Area, subject to any applicable local, state or federal laws and regulations.

Principal Residence. No more than one (1) single family Principal Residence shall be permitted on the Property. As of the date of this Easement no such Principal Residence exists on the Property. No new, existing or replacement Principal Residence shall be built or expanded with a Footprint Area greater than 3,500 square feet and a Height of 35 feet.

Accessory Residence. No more than one (1) detached Accessory Residence shall be permitted on the Property. As of the date of this Easement, no such Accessory Residence exists on the Property. No Accessory Residence shall exceed a Footprint Area of 2,500 square feet and a Height of 25 feet. The Accessory Residence may not be sold separately from the Principal Residence.

Accessory Apartments. Accessory Apartments may be located within any

permitted Structure. If located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in this Section 10. As of the date of this Easement, no such Accessory Apartment exists on the Property. No Accessory Apartment may be sold separately from the Principal Residence.

Farm Labor Housing. Farm Labor Housing as defined in Section 4, is permitted provided that detached Farm Labor Housing units do not exceed a Footprint Area of 1,500 square feet each and a Height of 25 feet. No Farm Labor Housing unit may be sold separately from the Principal Residence. As of the date of this Easement, no such Farm Labor Housing exists on the Property.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), and with prior permission of Grantee pursuant to Section 18, Grantor may place or construct Residential Dwellings to be used exclusively for Farm Labor Housing on up to one-quarter of one percent (0.25%) of the Farm Area, if proven to Grantee's satisfaction that such housing is necessary to conduct Farm Operations. Such Farm Labor Housing may be placed on footings or slabs but not on excavated foundations. No detached Farm Labor Housing Unit shall be built or expanded to exceed a Footprint Area of 2,500 square feet. With permission, Grantor may place or construct additional Farm Labor Housing in the Farm Area if necessary to conduct current Farm Operations. The land on which these dwellings, Structures and Improvements stand shall not be subdivided. Residential Dwellings shall be consistent with the Purpose of this Easement and subordinate to the Agricultural Uses of the Property.

10(e). Rural Enterprises.

Rural Enterprises may only be established and carried out within the Farmstead Area. In all cases, such uses and any necessary Structures and Improvements, shall be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property. Prohibited enterprises include, but are not limited to those that market non-agricultural petroleum or chemical products. Rural Enterprises shall not include the operation of a junk yard, gas station or any similar enterprise. The land on which these Structures and Improvements stand shall not be subdivided.

10(f). Structures and Improvements associated with Recreational and Educational Uses.

Structures and Improvements associated with Recreational and Educational Uses are permitted on the Property in accordance with the provisions of this Section 10(f), and subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), so long as such Structures and Improvements are consistent with the Purpose of this Easement and subordinate to the Agricultural Use of the Property. No Structures or Improvements associated with Recreational or Educational Uses shall impair in any way the Agricultural Use of the Farm Area. Structures and Improvements may be repaired, removed, enlarged and replaced at their respective locations subject to the Impervious Surface coverage limitations set forth in Section

10(a) ("Impervious Surfaces").

Farmstead Area: Without permission of Grantee, Structures and Improvements associated with Recreational Uses are permitted within the Farmstead Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Structures and Improvements associated with Recreational Uses in the Farm Area up to an aggregate of one thousand (1,000) square feet in size without permission of Grantee. Permission of Grantee is required for Structures and Improvements associated with Recreational Uses that exceed an aggregate footprint of one thousand (1,000) square feet. All Structures and Improvements associated with Recreational Uses shall be located in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(g). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Purpose of this Easement, subordinate to the Agricultural Use of the Property and located in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(h). Renewable Energy Structures and Improvements.

With permission from the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Renewable Energy Facilities for non-Commercial Use principally to serve Structures permitted on the Property, may be built pursuant to this Section 10(h). Grantor shall comply with any applicable New York State Agriculture and Markets guidelines regarding agricultural; impact avoidance, mitigation and remediation. Grantor shall provide to Grantee the Footprint Area, design, location, size, Height and output of any such facilities and such Structures shall comply with federal, state and local laws. Excess energy generated above that is required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws.

Farmstead Area: Without permission of Grantee, Grantor may mount solar panels on permitted Structures and Improvements within the Farmstead Area. With prior permission of Grantee, all other Structures and Improvements associated with Renewable Energy generation or Telecommunications, including access roads and other accessory Improvements, may be built within the Farmstead Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), with the prior approval of the Grantee conditioned as herein, Grantor may place or construct Structures and Improvements associated with Renewable

Energy including access roads and other accessory Improvements, in the Farm Area. Conditions which must be satisfied include in Grantee's sole determination, that the Renewable Energy Improvements are compatible with the Conservation Purposes of this Easement, subordinate to the Agricultural Use of the Property, compatible with the scenic preservation of the Property, located in a manner that minimizes the impact to prime agricultural soils or soils of statewide importance, and the impact to the scenic view from public vantage points, and may include the posting of a bond. Any such Structures and Improvements are permitted only if the activity is limited and localized in impact affecting no more than two percent (2%) of the Farm Area at one time. Any such Structure or Improvement may be enlarged or relocated, but only with the permission of the Grantee.

11. Maintenance and Improvement of Water Sources.

Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the Conservation Plan and is conducted in accordance with sound agricultural practices (as described in Section 7(a)), is consistent with the Purpose of this Easement, and is carried out in accordance with applicable local, state and federal laws and regulations. Grantor may maintain berms, dams, water control Structures, and drainage ways existing at the time of this Easement as documented in the Baseline Documentation Report described in Section 22 below. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

12. Water Rights.

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

13. Subdivision and Lot Line Adjustments.

The Property is currently comprised of one (1) tax map parcel owned by Grantor. There shall be no subdivision of the Property into further parcels or lots for the purpose of conveyance into separate ownership. Lot line adjustments may be permitted with the prior consent of the Grantee pursuant to Section 18 ("Permission of and Notice to the Grantee"), provided that the portion of the Property being conveyed will be used for Agricultural Uses and not for any Residential Uses or to create additional building lots. Such lot line adjustments shall not result in a material reduction in the size of the Property. No such lot line adjustment shall affect the use of the Property permitted by this Easement or the calculation of the number, square footage or character of Structures permitted by

this Easement. Land that has been restricted by this Easement shall not be included in the calculation of the lot size or density of any other parcel if such calculation would increase the permissible lot yield or density of such parcel. Property dividing lines shall be located to avoid fragmentation of prime and important agricultural soils, unless the Grantee otherwise provides permission pursuant to Section 18 ("Permission of and Notice to Grantee").

14. Clearing of Trees and Vegetation.

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

14(a) Permitted Removal of Trees. Trees may be removed which endanger public safety, are diseased, damaged or fallen, need to be cleared to ensure the health of other trees, or as necessary in connection with the construction of permitted Structures and Improvements subject to the restrictions set forth in this Section 14. New clearings in connection with the construction of permitted Structures or other Improvements shall not exceed three acres in the aggregate.

14(b) Clearing with Prior Consent. New open spaces for agriculture may be created with permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). Clearing of trees in the Farm Area in connection with the construction of permitted Structures and Improvements shall require permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

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

15. Mining, Transmission Lines, Pipelines and Landfills.

There shall be no surface or subsurface mining or quarrying on the Property. However, in compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A-14(g)(4) of

the Treasury Regulations, as amended, the Grantor may utilize sand and gravel located on the Property solely for use on the Property, provided that (a) the use has limited, localized impact on the Property, (b) the use is not destructive of the Purposes of the Easement pursuant to Section 2 herein, and (c) Grantor and its assigns, agents and lessees comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. No wireless Telecommunications towers or associated antennas may be placed on the Property except with the permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property, notwithstanding any facilities or activities that are duly authorized under the Federal Natural Gas Act (15 U.S.C. Sections 717-717w) pursuant to ECL 49-0305(3)(b) and any other applicable federal and state laws. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the Structures and Improvements allowed by this Easement.

16. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads for residential driveways, barnyards, farm markets or other improvements necessary to provide access to, and parking for, permitted buildings or improvements, or to conduct other activities permitted by this Easement. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance. No driveways or roads, except for farm roads, shall be constructed or improved that traverse the Property to gain access to neighboring lands not protected by this Easement, except with the permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). Such permission, if granted, shall be limited to access exclusively for Agricultural Use of the neighboring lands.

17. Dumping and Trash.

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

18. Permission of and Notice to Grantee.

The prior written permission of and/or notice to the Grantee is required for certain actions as specifically set forth in this Easement. To request the written permission of the Grantee and/or to

provide notice, the Grantor shall submit plans and a description of the proposal in accordance with 35 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the purposes and restrictions of this Easement. The Grantor shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required. The Grantee may waive review of and consent to any Structure, Improvement or alteration which it deems to be insubstantial.

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

Where the Grantee's written consent is required, the Grantee shall grant or withhold its consent in writing within 35 days of receipt of the Grantor's request for consent accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold consent only upon a reasonable determination by the Grantee that the Grantor's proposal would be inconsistent with the purposes or specific provisions of this Easement. The Grantee may grant its consent subject to reasonable conditions which must be satisfied. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the consent of the Grantee.

18(b). Standards and Timetable for the Giving Notice to Grantee.

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

19. Ongoing Responsibilities of Grantor and Grantee.

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

19(a). Taxes.

Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

19(b). Upkeep and Maintenance.

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

19(c). Liability and Indemnification.

Grantor agrees to indemnify and hold Grantee, the State of New York, Department of Agriculture and Markets and the County harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Grantee or its agents, or the County and its agents, in which case liability shall be apportioned accordingly.

20. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.

Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets shall perpetually retain the right to intervene on any of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

(i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement –

a. Agricultural Use,
b. Conservation Plan,
c. Crops, Livestock and Livestock Products,
d. Farm Labor Housing,
e. Farm Operation,
f. sound agricultural practices (as described in Section 7(a)), and
g. Viable Agricultural Land;

(ii.) advise the Grantor and Grantee of the State's interpretation of the Purpose of this Easement; and

(iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purpose(s) of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the New York State Department of Agriculture and Markets for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the New York State Department of Agriculture

and Markets, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall preempt or prohibit the Grantor or the Grantee from requesting mediation pursuant to Section 26 ("Dispute Resolution") or to otherwise diminish Grantee's rights under Section 24 ("Enforcement").

21. Extinguishment of Development Rights.

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

22. Baseline Documentation.

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

23. Right of Inspection.

Grantee shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the New York State Department of Agriculture and Markets, and the County, pursuant to Section 25 ("Third Party Enforcement Rights") below, shall have the same right of inspection.

24. Enforcement.

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

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

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

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

25. Third Party Enforcement Rights.

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

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

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

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

Nothing in this clause shall diminish the Grantee's rights under Section 24 ("Enforcement") or this Section 25 ("Third Party Enforcement Rights").

26. Dispute Resolution.

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purpose of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantor and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

As an alternative to the mediation described above or as an initial step prior to initiating the mediation described above, either party may request mediation pursuant to Section 20 ("State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Implementation of Provisions"). However, any mediation conducted under Section 20 shall not preempt or prohibit the mediation allowed under this Section 26. Furthermore, nothing in this clause shall diminish Grantee's rights under Section 24 ("Enforcement").

27. Assignment of Easement.

Grantee shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or a "not-for-profit conservation organization" as defined by Article 49 of the ECL or a "qualified organization" under Section 170(h) of the Code or a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor, the New York State Department of Agriculture and Markets, and the County, must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets must approve the choice of any new non-governmental organization or public agency designated as "Grantee."

28. Sale, Transfer and Subdivision of Property.

28(a). Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to an Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Easement dated _(month/day/year)_, and recorded in the Dutchess County Clerk's Office on _____, ____ at Document # _____." The failure to

include such language shall not affect the validity or applicability of this Easement.

28(b). Notice and Effect of Lot Line Adjustment. Prior to any lot line adjustment of the Property (as permitted by the terms of this Easement) into two or more parcels of land having differing ownership, the conveying Owner or Owners shall give notice of such conveyance to the Grantee. After any such lot line adjustment, this Easement shall be deemed to create separate Easements on each such parcel, references in this Easement to the Property shall be deemed to refer to each such parcel, references to the Owner or Owners of the Property shall, as to each such parcel, be deemed to refer to the Owner or Owners of such parcel, and no Owner of any parcel shall have any responsibility or liability to the Grantee for any violation of this Easement which may occur on any other parcel of the Property.

28(c). Allocation of Permitted Structures. In the event that a lot line adjustment occurs pursuant to Section 13 ("Subdivision and Lot Line Adjustments") herein, in any deed of conveyance of a portion of the Property to an adjacent landowner, the Grantor shall, if appropriate, allocate to the portion being conveyed the right to build a specified square footage of Structures or Improvements (including Impervious Surfaces) whose total number or square footage is limited by this Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Grantor immediately prior to such conveyance. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted Structures and Footprint Area in the deed of conveyance. Such provision shall be approved by the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

28(d). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors, but which shall not exceed an amount equal to one hundred dollars ($100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is required in recognition of the Grantee's continuing obligation to monitor and enforce this Easement, to devote staff time to updating Grantee's records and monitoring program, to introduce new Owners to the purposes and provisions of this Easement, to perform its other Grantee responsibilities required under the Easement in connection with a transfer of ownership, and to likewise further the Grantee's mission. The purpose of this fee is to benefit the community, the Property and the Owners of the Property by ensuring continuity in the administration of this Easement. The Grantor agrees to incorporate this transfer fee requirement in the terms of any agreement of sale for any portion of the Property and to familiarize the buyer with such terms prior to the sale.

28(e). Easement Binding on Future Owners and Others. The provisions of this Easement

shall run with the land and shall be binding on each Owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term "owner" shall include the owner of any beneficial equity interest in the Property, but this sentence shall not impose personal liability on any such beneficial owner except to the extent such beneficial owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

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

29. Amendment of Easement.

This Easement may be amended only with the written consent of Grantee and the then current Owner of the Property and with the approval of the New York State Department of Agriculture and Markets, and the County. Any such amendment shall be consistent with and have a neutral or positive effect on the Purpose of this Easement and shall comply with the ECL or any regulations promulgated thereunder. Such amendment shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. In order to approve an amendment, the Grantee must make written findings that the proposed amendment: (a) is consistent with the conservation purposes of this Easement and will have a positive or neutral effect on those purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement other than those being amended; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. The Grantee shall have no obligation to amend this Easement and any amendment shall be at the discretion of the Grantee. The Grantee may establish such requirements for the submission of plans and other documentation as it deems necessary to make an informed decision. Subject to the foregoing, amendments may include changes necessary to effectuate this Easement in response to effects caused by global warming and climate change.Any such amendment to this Easement shall be duly recorded.

30. Extinguishment of Easement.

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

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

portion so condemned by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion (pursuant to this Section) by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 31 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies times the percentage determined under Section 31.

31. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment or partial extinguishment or proceeds from a sale or other disposition of the Property as contemplated in Section 30 ("Extinguishment of Easement"). That monetary value is determined as follows: multiply *(a)* times *(b)*, where –

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

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

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

With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner compatible with the Purpose of this Easement. The Grantee's share includes New York State's contribution toward the purchase price for acquiring this Easement. Prior to such re-use, Grantee must provide written notification to the New York State Department of Agriculture and Markets and to the Dutchess County Agricultural and Farmland Protection Board. Grantee shall be entitled to ___% of the Proportionate Share referenced above, and acknowledges the contributions and corresponding Proportionate Share of the County as described below.

Because the County contributed ____% of the funds toward the purchase price of this Easement, it shall be entitled to ____% of the Proportionate Share referenced above. The County hereby acknowledges this entitlement by signing the attached Acknowledgment. The County also acknowledges that Grantee's share (which is based upon the State's contribution toward the project costs of acquiring this Easement) is ____% of the Proportionate Share referenced above.

32. Interpretation.

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

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix A, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

33. Recitals and Exhibits Incorporated Herein.

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

34. Successors.

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

35. Severability.

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

36. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; 3) if to any subsequent Owner, at the address of the Property; or 4) if to New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235; or 5) if to Dutchess County, 22 Market Street, Poughkeepsie, New York, 12601. Any party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 36.

37. Title.

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

38. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

39. Subsequent Encumbrances.

The grant of any easements or use restrictions is prohibited, except with the permission of Grantee pursuant to Section 18(a). With prior consent of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), the placing of an additional restriction to maintain the Property's affordability for Agricultural Use by farmers, including additional restrictions that take the form of an affordability covenant or a Preemptive Right to Purchase for Agricultural Use is permitted. Any future encumbrances shall be consistent with the primary Purpose of this Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

40. Grantor's Environmental Warranty.

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

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

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, the New York State Department of Agriculture and Markets, or the County to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of

1980, as amended ("CERCLA") or any corresponding state and local statute or ordinance.

41. Duration of Easement.

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

42. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 29("Amendment of Easement").

43. Waiver.

The Grantee may on a case-by-case basis waive any provision of this Easement that it deems not to be essential in fulfilling this Easement's conservation purposes. Such waivers may not be granted with respect to the number of Residential Dwellings that may be built. Any such waiver must be supported by written findings in the minutes of the meeting of the Grantee at which it was approved. Such findings shall state the rationale for allowing the waiver and shall indicate any impacts to landscape features or scenic panoramas as seen from public vantage points (if a waiver to size or location restrictions). The Grantee must find that the waiver: (a) is consistent with the conservation purposes of this Easement and will have a positive or neutral effect on those purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Grantee's Board of Directors approving such waivers shall be kept in the Grantee's permanent file with this Easement. The Grantee shall, if requested by an Owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Easement.

44. Binding Effect.

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and against all future Owners and any party entitled to possess or use the Property or any portion thereof while such party is the Owner or entitled to possession or use

thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or Owner with respect to such Property for purposes of this Easement and shall have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

45. Lien Law.

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

46. Captions.

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

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

OWNER:
ARROWHEAD HILLS PARTNERSHIP, LP

Grantor:

By: _____
Barbara C. Meili
General Partner

DUTCHESS LAND CONSERVANCY, INC.

Grantee:

By: _____
Rebecca E. C. Thornton
President

State of New York)
County of), ss:
On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Barbara Meili**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)
County of), ss:
On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT

For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Conservation Easement, and Acceptance of the Role of Third Party Right of Enforcement

DUTCHESS COUNTY

By: _____
Marcus J. Molinaro
County Executive

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Marcus J. Molinaro** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

APPENDIX A
DEPARTMENT CLAUSES

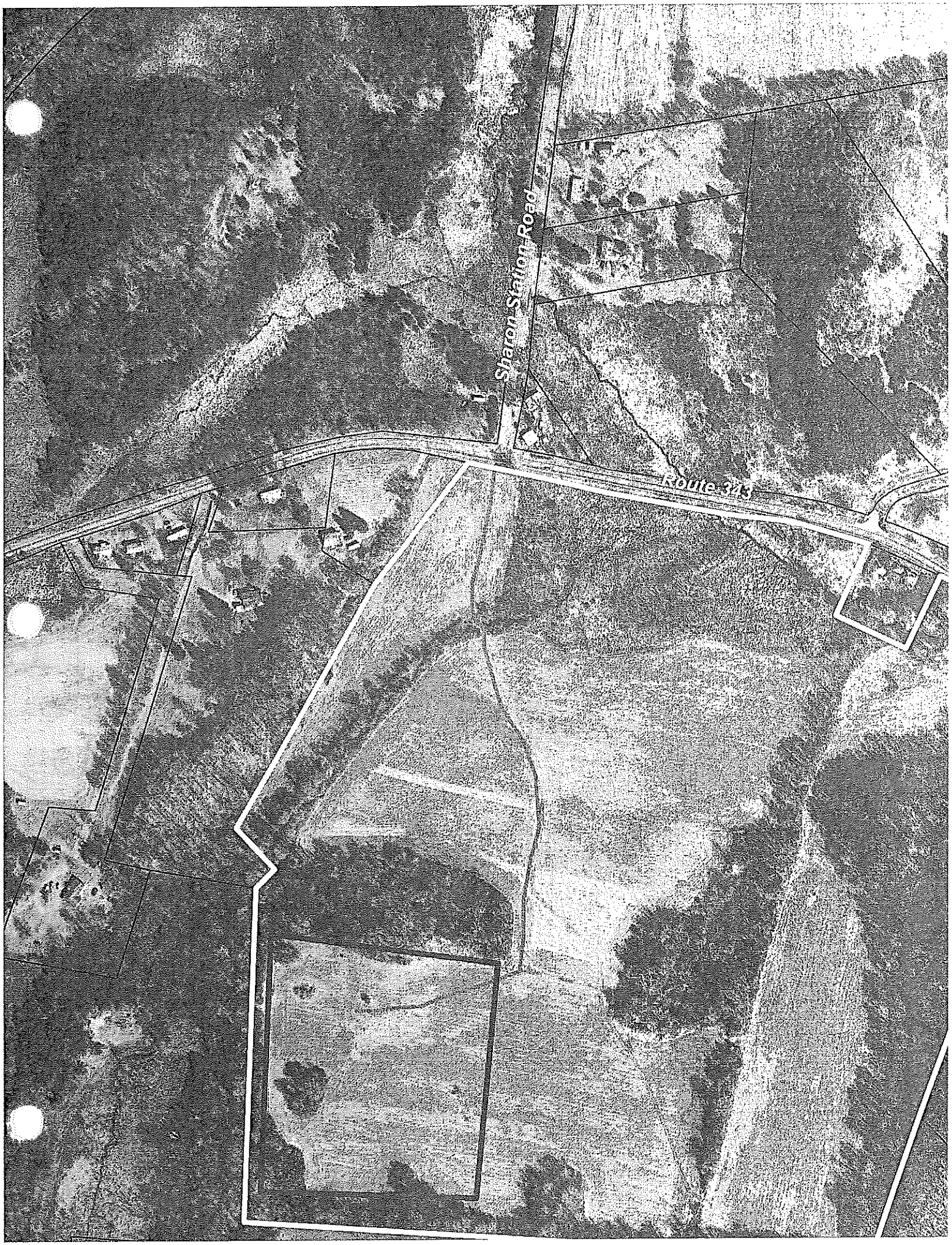
- required "WHEREAS" provisions ("D," "E," "F," "J," "L," "N," and "P")
- "Purpose"
- "Implementation"
- "Definitions": "Agricultural Use," "Conservation Plan," "Crops, Livestock and Livestock Products," "Farm Labor Housing," "Farm Operation," and "Viable Agricultural Land."
- "State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions"
- Other miscellaneous policies: "Impervious Surfaces," "Land Disturbances Associated with Non-Agricultural Activities," "sound agricultural practices," "Proceeds" and "Interpretation

EXHIBIT A
Description of the Property

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

EXHIBIT B
Conservation Easement Map

EXHIBIT C
Survey Map


Sharon Station Road
Route 343

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is granted this _____ day of _____ 20__, by **HANS JOERG MEILI**, an individual, having a street address of 173 Randall Road, Amenia, New York, 12501 and a mailing address of Post Office Box 673, Sharon, Connecticut 06069 (the "Grantor-Life Tenant) and **JOERG E. MEILI** having a street and mailing address of 3562 Route 343 Amenia, New York, 12501 (the "Grantor-Remainderman") (collectively the "Grantor"), to **DUTCHESS LAND CONSERVANCY, INC.**, a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545 and a mailing address of Post Office Box 138, Millbrook, New York, 12545.

WHEREAS:

A. Grantor is the owner of certain real property (the "Property") consisting of approximately 151.5 acres, in one (1) tax map parcel located on New York State Route 343 and Yellow City Road in the Town of Amenia, Dutchess property ("Exhibit A") and shown on the Easement Map ("Exhibit B"), both attached hereto and as depicted on a survey map titled "____", prepared by ____, Licensed Land Surveyor, dated ____, 20__ and last revised on ____, 20__, and filed in the Dutchess County Clerk's Office on ____, 20__ as Filed Map No. ____, and attached hereto as "Exhibit C".

B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).

C. The Property meets the criteria for acceptance of easements of the Grantee and is in close proximity to private land which is already permanently protected by the Grantee.

D. Article 14, Section 4 of the New York State Constitution states: "The policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products."

E. Section 49-0301 of the ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the

maintenance, enhancement and improvement of…balanced economic growth and the quality of life in all areas of the state."

F. Article 25-AAA, Section 321 of the AML states: "It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture," the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.

G. The Property is actively farmed, located in the Hudson Valley, specifically within the Taconic Mountains/Harlem Valley region, is highly visible from the Harlem Valley Rail Trail and is located in the northern foothills of Rattlesnake Mountain. The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the "NYS OS Plan") identifies farmland in the Hudson Valley as a "vital component of the New York City/Hudson Valley "Foodshed"" due to its potential to provide fresh local foods and "bolster food security of the New York City metropolitan region and the Hudson Valley". The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in a 2013 report generated by Scenic Hudson, Inc. titled *Securing Fresh, Local Food for New York City and the Hudson Valley: A Foodshed Conservation Plan for the Region* and the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Property is included in the priority areas identified in both documents.

The NYS OS Plan also lists the Taconic Ridge/Harlem Valley as a high priority due to the region's high biodiversity, scenic views, thousands of acres of intact forest land, steeply sloping hillsides, and working farm landscapes. Specific target areas include Harlem Valley Rail Trail viewshed protection and unique geologic segments of the Taconic Ridge such as Rattlesnake Mountain. The NYS OS Plan states, "…acquisition of properties in the Taconic Ridge/Harlem Valley will protect important open space, scenic viewsheds, working farm landscapes, and watersheds and water quality, and preserve critical wildlife habitat for several threatened and endangered species."

H. The Property is located in an area identified as the Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the "Conservation Framework") produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson

River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland through the use of conservation easements, as means to protect the biodiversity of the Hudson River Estuary Area.

I. The *Comprehensive Wildlife Conservation Strategy Plan* ("the CWCS Plan") prepared by New York State Department of Environmental Conservation identifies the area in which the Property is located as the Upper Hudson Basin, an ecologically vital area with high plant and wildlife diversity across a landscape that includes grasslands and agricultural habitats. The CWCS Plan identifies grasslands as critical habitats for New York State's Species of Greatest Conservation Need (SGCN). The Property contains upland meadow grassland habitat associated with agricultural areas. Grassland habitat is described in the CWCS Plan as being both natural and human created areas that support grassland species of conservation concern. Work done by the NYS DEC and New York Natural Heritage Program (NYNHP) for the Grassland Reserve Program (USDA Farm Bill) indicates that there are significant grassland habitats and associated plant and animal communities (e.g., butterflies, birds) throughout the Hudson River corridor. Furthermore, areas with significant amounts of agriculture in the Hudson Valley (Dutchess County) can provide habitat for grassland-dependent species. The CWCS Plan also identifies the top prominent hazard in the Hudson Valley as being habitat loss and fragmentation and encourages the use of easements as a land protection mechanism.

J. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March 2015. The Plan recommends that Dutchess County and its partners "Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts." and also recommends identifying "opportunities to create and/or build upon existing core areas of preserved farmland in each of the County's farming communities." The Plan also emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in "a loss of farm production, open space, and loss of agricultural jobs…" The Property is located within an Agricultural Priority Area in the Plan, the priority areas containing farmland identified as being important for preservation.

K. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands, open space, and steep slopes should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, steep slopes, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.16 supports measures to preserve the county's prime and important agricultural soils. Policy 5.19 advocates the preservation of steep slopes and ridgelines.

Policy 5.20 advocates the preservation of the county's scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland "greenbelt" corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection. Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

L. The Property is located within Dutchess County's Agricultural District #21, created pursuant to Article 25-AA of the New York State Agriculture and Markets Law (the "AML"). Section 300 states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. ... It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance."

M. The Property is located within the Western New England Marble Valley EcoRegion as described in *Chapter 6, Biological Resources and Biodiversity of Dutchess County*, written by Mary Ann Cunningham, Neil Curri, and Robert Wills for the *Natural Resource Inventory of Dutchess County* (the "Dutchess NRI"), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar College Environmental Research Institute.

The Western New England Marble Valleys Ecological Region is characterized by steep-sided valleys with floodplains, terraces and rolling to hilly terrain. Streams have low to moderate gradients with bedrock, boulder, cobble and sandy substrates and springs, seeps and wetlands are

common with few lakes and reservoirs. Woodland habitats consist of northern hardwoods (maple-beech-birch) and species-rich transition hardwoods (maple-beech-birch, Appalachian oak-hickory forest). Hardwood species include sugar maple, white ash, basswood, bitternut hickory, hophornbeam and alternate leaved dogwood. Calcareous rock outcrops contain eastern red cedar, purple clematis and roundleaf shadbush.

Priority habitats identified in the Western New England Marble Valleys EcoRegion include grassland, swamps, and streams; all habitats that exist on the Property. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

N. The Property is located within the Town of Amenia, which adopted a Comprehensive Plan Update (the "Comprehensive Plan"), on July 19, 2007. The Comprehensive Plan states, "Agriculture is a distinguishing feature of Amenia, responsible for much of its rural beauty and bucolic charm. This has attracted weekenders, commuters, and retirees who have become the fastest growing part of the community. Thus, in addition to the economic value it adds for its products and jobs, farming has an independent and possibly even greater economic value contributing to the appeal, beauty, and property values of the Town as a whole. It is the single most important and easily lost feature that distinguishes Amenia's landscape as a rural community." (p. 12). The Comprehensive Plan recommends the use of conservation easements to protect farmland. Purchasing the development rights of Destined Wind Farm meets priorities of the Comprehensive Plan.

O. The Town of Amenia adopted a Scenic Protection Overlay District on July 19, 2007, which has several different components. The Property falls within three of those components – (1) the "Road Visual Protection Corridor" which includes Route 343 from Sharon Station Road to the Harlem Valley Rail Trail; (2) a "View Point" from Route 343 which is described as significant; and (3) the "Ridgeline Visual Protection Zone", which applies to areas with slopes over 25% and visibility from three or more View Points. In this case, the Ridgeline Protection Zone applies to a high meadow on the western portion of the Property.

P. The Property consists primarily of productive agricultural land. The Property contains approximately 89 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.

Q. The Property is in the watershed of the Ten Mile River which is in an area of direct drainage to the Housatonic River. The Ten Mile River drainage basin is 54 square miles and is contained within Dutchess County, Litchfield County in Connecticut to the east, and partly in Columbia County to the north. The portion of the Housatonic River Watershed in Dutchess County drains the Taconic and Berkshire Mountains and eventually empties into Long Island Sound.

R. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property contains 1,100

feet of frontage on an unnamed Class C subtributary (Conn-15-12-9-1) to the Webatuck Creek and has been classified for its best use as fishing, with the tributary being suitable for trout spawning.

S. The Property contains approximately nine acres of Freshwater Wetland No. AM-12, a 24-acre Class II wetland, as well as five acres of Freshwater Wetland No. AM-3, a 59-acre Class II wetland. Both designated pursuant to Article 24 of the Conservation Law for the protection of water quality and for minimizing adverse impacts of adjacent development on fragile wetland ecosystems. The Property also contains approximately 19 acres of wetlands designated on the National Wetlands Inventory by the United States Department of the Interior.

T. Almost the entire Property, approximately 134 acres, is part of a "Zone I" Aquifer Recharge Area, an area of permeable deposits directly overlying the aquifer through which water can move downward with little or no natural filtration because the water is moving too quickly; and approximately nine acres, is part of a "Zone II" Aquifer Recharge Area, an area of less permeable deposits located upgradient from an aquifer, which contributes to recharge to the aquifer through both overland runoff and groundwater flow, as defined by the *Dutchess County Water Supply Protection Program Report* prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.

U. Hudsonia Ltd., which is a not-for-profit institute for research, education, and technical assistance in the environmental sciences located in the Hudson Valley, has identified upland meadow, upland conifer, hardwood and mixed forests, wet meadow, marsh, hardwood shrub swamp, calcareous wet meadow and at least three individual fen habitats on the Property, as referenced in *Significant Habitats in the Town of Amenia*, Dutchess County, New York, by Nava Tabak, Kristen Bell, and Gretchen Stevens, Hudsonia Ltd., December 2006. Furthermore, the same report indicates the Property is located in the "Amenia Fen Complex": a two-square-mile high priority conservation area consisting of an unusual number of fens and other calcareous habitats that are hydrologically interconnected, despite development barriers.

V. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a grant toward the total project costs of acquiring a perpetual Easement on the Property pursuant to grant contract number _____ pursuant to Article 25-AAA of the Agriculture and Markets Law, and as a condition to the Department of Agriculture and Markets participation, the Department of Agriculture and Markets is granted a role as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions as provided in Section 20 below, and a right to be notified of the re-use of proceeds resulting from an extinguishment of this Easement as provided in Section 31 below.

W. Dutchess County is a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York (the "County"), The County has authorized a grant through the Dutchess County

Partnership For Manageable Growth Grant Program to partially fund the purchase of this Easement. The grant is in the amount of _____ Dollars ($_____) and as a condition to the County's participation, the County is granted a third-party enforcement right in this Easement and a right to claim a portion of the proceeds resulting from an extinguishment of this Easement as provided in Section 31 below.

X. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its conservation purposes.

NOW, THEREFORE, in consideration of the foregoing, _____Dollars ($_____) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

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

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

The Secondary Purposes of this Easement include: to conserve the scenic, open, wooded, and natural character of the Property and to protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Property. The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the conservation purposes of this Easement.

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

4. Definitions.

4(a). **"Accessory Apartment:" D**welling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or accessory to, and located on the same lot as, a Principal Residence.

4(b). **"Accessory Residence:"** Residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.

4(c). **"Accessory Structure:"** Structure that is incidental and subordinate to the Principal Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to, a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.

4(d). **"Agricultural Structures and Improvements:"** Structure or Improvements built for the purpose of, or utilized for, Agricultural Uses. Agricultural Structures and Improvements include, but are not limited to, customary barns, sheds, greenhouses, Run-in Sheds as defined below and other animal shelters, and equestrian facilities. An Agricultural Structure may contain facilities or uses directly related to Agricultural Use, such as a farm office and bathroom facility, but may not be used for human habitation except as specifically permitted by this Easement.

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

(i.) produce "Crops, Livestock and Livestock Products"; or

(ii.) use the Property as a "Farm Operation" to the extent permitted by this Easement; or

(iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose; or

(iv.) manage the Property or a portion thereof in a fallow or otherwise idled manner provided such management is described in a Conservation Plan.

4(f). **"Agri-tourism:" A**ctivities conducted on the Property for the recreation, enjoyment, and/or education of the general public and paying or non-paying guests of the farmer. Such activities must have the primary purposes of promoting the sale, marketing,

production, harvesting or use of the products of the farm, enhancing the public's understanding and awareness of farming and farm life, and/or increasing public understanding of the importance of agriculture and its contribution to local economies and quality of life. Agri-tourism includes but is not limited to education about and marketing of farm products, including crops, maple products, on-farm wine production, recreational activities such as corn mazes and hay rides, farm-related tours and events, and retail shops primarily selling items produced on the farm.

4(g). **"Commercial Uses:"** Any use or activity undertaken for for-profit business purposes, including but not limited to the Agricultural and Forestry Uses permitted herein. Membership Clubs and activities in which obtaining a financial benefit is incidental to the purpose of the activity, such as hobbies, shall not be considered Commercial Uses.

4(h). **"Conservation Plan"** shall be defined as an Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.

4(i). **"Crops, Livestock and Livestock Products"** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.

4(j). **"Direct Farm Markets:"** Roadside stands, farm markets, farm stands, pick your own operations, and other similar agricultural operations that market and sell crops and agricultural products, a substantial portion of which are harvested and produced on the Property or other properties owned by or leased by the Owner or farm operator.

4(k). **"Educational Uses"** Environmental and other outdoor educational programs, including the study and enjoyment of plants, birds, wildlife, geology, soils, water, and other natural features.

4(l). **"Farm Labor Housing"** means dwellings or Structures, together with accessory Improvements used to house seasonal and/or full-time employees where such residences are provided by the farm Owner and/or operator, the worker is an essential employee of the farm Owner and/or operator employed in the operation of the farm and the farm worker is not a partner or Owner of the Farm Operation. For instance, a Structure used as the primary residence of a farm Owner and/or operator is not "Farm Labor Housing".

4(m). **"Farm Operation"** shall be defined pursuant to Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the

time of repeal shall serve thereafter.

4(n). **"Footprint Area:"** The area of a Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by impervious surfaces.

4(o). **"Forestry Uses:"** Gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other products or for water quality, wildlife habitat and other conservation purposes. *See Section 14.*

4(p). **"Grantee:"** includes the original Grantee(s) and its successors and assigns.

4(q). **"Grantor:"** includes the original Grantor and his/her/its heirs, successors and assigns.

4(r). **"Height:"** The measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

4(s). **"Impervious Surfaces:"** Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; Structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and Structures and Improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.

4(t). **"Improvement:"** Anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), and shall include, but is not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, wells, septic systems, drainage ways, and utility lines. The term "Structure" is one type of Improvement.

4(u). **"Industrial Uses:"** Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Rural Enterprises as permitted by this Easement.

4(v). **"Institutional Uses:"** Uses that provide services and/or accommodations to groups of

unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.

4(w). "Owner:" Any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof.

4(x). "Principal Residence:" The primary or main Residential Dwelling on a Property, typically occupied by the Owner and family when the Owner is in residence on the Property.

4(y). Recreational Structures: Structures used for passive recreational activities such as an open air pavilion, gazebos, picnic shelters, board walks for nature trails, viewing platforms, hunting platforms, observation blinds, bridges, docks, benches, storage facilities, tree houses, swimming pools, tennis courts, and other Structures and Improvements which are reasonably necessary for the use and enjoyment of the property.

4(z). "Recreational Uses:" Lawful personal or commercial activities including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. Recreational Uses shall not include golf courses and ranges.

4(aa) "Renewable Energy Facilities:" Structures or Improvements for the generation of energy from renewable resources including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol.

4(bb). "Residential Dwelling:" Dwellings or Structures, together with accessory Improvements that comprise single-family, multi-family, apartments, "in-law" apartments, guest houses and Farm Labor Housing, whether or not the Structure(s) are used as the primary residence of a farm Owner and/or operator.

4(cc). "Residential Uses:" Use of the land by the Owner, or other persons permitted by the Owner, for living on the Property full-time, part-time, seasonally, and/or occasionally, in Residential Dwellings that are permitted by this Easement.

4(dd). Run-in Shed: A three sided shed with an open front and an earthen floor that provides horses and other farm animals with a temporary shelter from weather elements.

4(ee). "Rural Enterprises:" Commercial activities conducted on the Property, which are

clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist's studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and beauty salon.

4(ff). **"Structure:"** Any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Dwelling, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool. "Structure" is a type of Improvement.

4(gg). **"Telecommunications:"** The transmission, receipt, or exchange of information through the use of technology involving the Property and any other location.

4(hh). The following **"Use Areas"** are defined for the Easement:
"Farmstead Area:" The area depicted on Exhibit B, that centers on existing farm Structures or future planned Structures.
"Resource Protection Area:" The areas depicted on Exhibit B that contain unique or special natural features including, but not limited to, streams, wetlands, habitat and their supporting buffer lands.
"Rural Enterprise Area:" The area depicted on Exhibit B. A Rural Enterprise Area differs from a Farmstead Area only in that Residential Dwellings or any other residential uses other than Farm Labor Housing are not allowed.
"Farm Area:" The remaining area of the Property, as depicted on Exhibit B, which Exhibit may be revised from time to time pursuant to Section 29 ("Amendment of Easement") of this Easement.

4(ii). **"Viable Agricultural Land"** is defined as land highly suitable for a Farm Operation.

5. **Restrictions Applicable to the Property.** By this Easement, the Grantor agrees to restrictions that apply to the entire Property as set forth in this Easement. The Grantor may take some actions without prior notice or approval as permitted by this Easement, and may take other actions only after giving the Grantee prior notice and/or obtaining the Grantee's prior consent, as set forth herein. No Structures or Improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Easement may be expanded or replaced consistent with the restrictions set forth in this Easement and may be reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement, and does not build a new Structure or Improvement in the same location, the Grantor shall stabilize the site with suitable vegetation.

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

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

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

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

7(b). Right to Use Property for Rural Enterprises.
Grantor has the right to operate lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, such Rural Enterprises must be compatible with the

Purpose of this Easement and subordinate to the Agricultural Use of the Property.

7(c). Right to Use Property for Recreational and Educational Uses.
Grantor retains the right to use the Property for Recreational and Educational Uses, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, Recreational and Educational Uses must be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

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

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

10. Construction of Buildings and Other Improvements.
The Property consists of four (4) Use Areas as further described in the Baseline Documentation Report (referenced in Section 22 herein) and identified on the Easement Map attached hereto as Exhibit B: 1) the Farmstead Area; 2) the Farm Area; 3) the Resource Protection Area; and 4) the Rural Enterprise Area. Grantor may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvement to the Property within these areas only as provided in this Easement and set forth below.

10(a). Impervious Surfaces.
This Easement limits the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may be constructed or placed on up to a maximum of five percent (5%) of the Farm Area and without limitation

within the Farmstead Area and Rural Enterprise Area. Impervious Surfaces are prohibited in the Resource Protection Area.

10(b). Fences.

Existing fences may be repaired, removed and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, safety and general management and to prevent trespassing on the Property. Fencing unrelated to Agricultural Use of the Property may not impair the views of the Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

10(c). Agricultural Structures and Improvements.

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

Farmstead Area and Rural Enterprise Area: Without permission of Grantee, Agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within the Farmstead Area and Rural Enterprise Area.

Resource Protection Area: With permission of Grantee, Grantor may place or construct Agricultural Structures and Improvements within the Resource Protection Area provided each Agricultural Structure or Improvement shall not contain Impervious Surfaces.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Agricultural Structures and Improvements on up to two percent (2%) of the Farm Area without permission of Grantee. However, no building, Structure or Improvements on the Farm Area shall be used in any manner that is associated with the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no similar activities involving any processed product associated with crops or livestock shall be permitted on the Farm Area. As used in this Section 10(c), "processing" shall not include boiling maple sap, grinding or mixing of materials to produce feed for livestock kept on the Property or on other properties owned or operated by the Grantor, or similar non-industrial activities, provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. With prior permission of Grantee pursuant to Section 18 ("Permission of and Notice to Grantee") herein, Grantor may place or construct Agricultural Structures and Improvements that cover up to an additional three percent (3%) of the Farm Area. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage over or associated impacts to prime soils and soils of statewide importance. Bridges, culverts or other means of crossing wet areas may be constructed or

placed subject to obtaining necessary permits from the New York State Department of Environmental Conservation, or such other governmental authorities as required by law. All such Improvements shall be subject to the Impervious Surface coverage limitations specified in Section 10 above ("Construction of Buildings and Other Improvements").

10(d). Residential Dwellings.

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

Farmstead Area: Without permission of Grantee, Residential Dwellings, together with Accessory Structures and Improvements, are permitted within the Farmstead Area, subject to any applicable local, state or federal laws and regulations.

Principal Residence. No more than one (1) single family Principal Residence shall be permitted on the Property. As of the date of this Easement one (1) such Principal Residence exists on the Property. No Principal Residence shall exceed 3,500 square feet in Footprint Area and 35 feet in Height.

Accessory Residences. No more than two (2) detached Accessory Residences shall be permitted on the Property. As of the date of this Easement, no such Accessory Residence exists on the Property. No Accessory Residence shall exceed a Footprint Area of 2,500 square feet and a Height of 25 feet. No Accessory Residence may not be sold separately from the Principal Residence.

Accessory Apartments. Accessory Apartments may be located within any permitted Structure. If located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in this Section 10. As of the date of this Easement, no such Accessory Apartment exists on the Property. No Accessory Apartment may be sold separately from the Principal Residence.

Farm Labor Housing. Farm Labor Housing as defined in Section 4, is permitted provided that detached Farm Labor Housing units do not exceed a Footprint Area of 1,500 square feet each and a Height of 25 feet. No Farm Labor Housing unit may be sold separately from the Principal Residence. As of the date of this Easement, no such Farm Labor Housing exists on the Property.

Rural Enterprise Area: No Residential Dwellings, except those used exclusively for Farm Labor Housing, are permitted within the Rural Enterprise Area. Residential Dwellings shall be consistent with the Purpose of this Easement and shall be subordinate to the Agricultural Uses of the Property.

Resource Protection Area: Any Residential Dwelling, including those for Farm Labor Housing, is prohibited within the Resource Protection Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), and with prior permission of Grantee pursuant to Section 18, Grantor may place or construct Residential Dwellings to be used exclusively for Farm Labor Housing on up to one-quarter of one percent (0.25%) of the Farm Area, if proven to Grantee's satisfaction that such housing is necessary to conduct Farm Operations. Such Farm Labor Housing may be placed on footings or slabs but not on excavated foundations. No detached Farm Labor Housing Unit shall be built or expanded to exceed a Footprint Area of 2,500 square feet. . With permission, Grantor may place or construct additional Farm Labor Housing in the Farm Area if necessary to conduct current Farm Operations. The land on which these dwellings, Structures and Improvements stand shall not be subdivided. Residential Dwellings shall be consistent with the Purpose of this Easement and subordinate to the Agricultural Uses of the Property.

10(e). Rural Enterprises.

Rural Enterprises may only be established within the Farmstead Area or designated Rural Enterprise Area. In all cases, such uses and any necessary Structures and Improvements, shall be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property. Rural Enterprises not related to Agricultural Uses and the Farm Operation on the Property, including but not limited to a professional office, office of a salesperson, artist's studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair firewood distribution, and beauty salon are permitted only in the Farmstead Area and not in the Rural Enterprise Area. Rural Enterprises permitted in the Rural Enterprise Area must be related to the Farm Operation being conducted on the Property, including but not limited to Direct Farm Markets and Agri-tourism. Rural Enterprises shall not market non-agricultural petroleum or chemical products or involve handling of hazardous substances (such as a junk yard or gas station), unless such activities are an integral part of the Farm Operation. The land on which these Structures and Improvements stand shall not be subdivided.

10(f). Structures and Improvements associated with Recreational and Educational Uses.

Structures and Improvements associated with Recreational and Educational Uses are permitted on the Property in accordance with the provisions of this Section 10(f), and subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), so long as such Structures and Improvements are consistent with the Purpose of this Easement and subordinate to the Agricultural Use of the Property. No Structures or Improvements associated with Recreational or Educational Uses shall impair in any way the Agricultural Use of the Farm Area. Structures and Improvements may be repaired, removed, enlarged and replaced at their respective locations subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Area and Rural Enterprise Area: Without permission of Grantee, Structures and Improvements associated with Recreational Uses are permitted within the Farmstead

Area and Rural Enterprise Area.

Resource Protection Area: Permission of Grantee is required prior to the placement or construction of any Structure or Improvement associated with Recreational Uses or activities within the Resource Protection Area. Such Structures shall not exceed a Footprint Area of 200 square feet each and an aggregate of one thousand (1,000) square feet in Footprint Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Structures and Improvements associated with Recreational Uses in the Farm Area up to an aggregate of one thousand (1,000) square feet in size without permission of Grantee. Permission of Grantee is required for Structures and Improvements associated with Recreational Uses that exceed an aggregate footprint of one thousand (1,000) square feet. All Structures and Improvements associated with Recreational Uses shall be located in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(g). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be compatible with the Purpose of this Easement, subordinate to the Agricultural Use of the Property and located in a manner that minimizes the impact to prime soils or soils of statewide importance. Any such services and systems proposed to be located within the Resource Protection Area shall require permission of the Grantee pursuant to Section 18, which permission shall be granted only if Grantor demonstrates that said Improvements cannot reasonably be installed within the Farmstead Area or Farm Area.

10(h). Renewable Energy Structures and Improvements.

With permission from the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Renewable Energy Facilities for non-Commercial Use principally to serve Structures permitted on the Property may be built pursuant to this Section 10(h). Grantor shall comply with any applicable New York State Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. Grantor shall provide to Grantee the design, location, size, Height and output of any such facilities and such Structures shall comply with federal, state and local laws. Excess energy generated above that required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws.

Farmstead Area and Rural Enterprise Areas: Without permission of Grantee, Grantor

may mount solar panels on permitted Structures and Improvements within the Farmstead Area and Rural Enterprise Areas. With prior permission of Grantee, all other Structures and Improvements associated with Renewable Energy generation, including access roads and other accessory Improvements, may be built within the Farmstead Area and Rural Enterprise Areas.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), with the prior approval of the Grantee conditioned as herein, Grantor may place or construct Structures and Improvements associated with Renewable Energy including access roads and other accessory improvements, in the Farm Area. Conditions which must be satisfied include in Grantee's sole determination, that the Renewable Energy improvements are compatible with the Conservation Purposes of this Easement, subordinate to the Agricultural Use of the Property, compatible with the scenic preservation of the Property, located in a manner that minimizes the impact to prime agricultural soils or soils of statewide importance, and the impact to the scenic view from public vantage points, and may include the posting of a bond. Any such Structures and Improvements are permitted only if the activity is limited and localized in impact affecting no more than two percent (2%) of the Farm Area at one time. Any such Structure or Improvement may be enlarged or relocated, but only with the permission of the Grantee.

Resource Protection Area: Any Structures or Improvements associated with Renewable Energy generation are prohibited within the Resource Protection Area.

11. Maintenance and Improvement of Water Sources.

Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the Conservation Plan and is conducted in accordance with sound agricultural practices (as described in Section 7(a)), is consistent with the Purpose of this Easement, and is carried out in accordance with applicable local, state and federal laws and regulations. Grantor may maintain berms, dams, water control Structures, and drainage ways existing at the time of this Easement as documented in the Baseline Documentation Report described in Section 22 below. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

12. Water Rights.

Grantor may use any appurtenant water rights sufficient to maintain the agricultural productivity of

the Property in accordance with applicable local, state and federal laws and regulations. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

13. Subdivision and Lot Line Adjustments.

The Property is currently comprised of one (1) tax map parcel owned by Grantor. There shall be no subdivision of the Property into further parcels or lots for the purpose of conveyance into separate ownership. Lot line adjustments may be permitted with the prior consent of the Grantee pursuant to Section 18 ("Permission of and Notice to the Grantee"), provided that the portion of the Property being conveyed will be used for Agricultural Uses and not for any Residential Uses or to create additional building lots. Such lot line adjustments shall not result in a material reduction in the size of the Property. No such lot line adjustment shall affect the use of the Property permitted by this Easement or the calculation of the number, square footage or character of Structures permitted by this Easement. Land that has been restricted by this Easement shall not be included in the calculation of the lot size or density of any other parcel if such calculation would increase the permissible lot yield or density of such parcel. Property dividing lines shall be located to avoid fragmentation of prime and important agricultural soils, unless the Grantee otherwise provides permission pursuant to Section 18 ("Permission of and Notice to Grantee").

14. Clearing of Trees and Vegetation.

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

14(a) Permitted Removal of Trees. Trees may be removed which endanger public safety, are diseased, damaged or fallen, need to be cleared to ensure the health of other trees, or as necessary in connection with the construction of permitted Structures and Improvements subject to the restrictions set forth in this Section 14. New clearings in connection with the construction of permitted Structures or other Improvements shall not exceed three acres in the aggregate.

14(b) Clearing with Prior Consent. New open spaces for agriculture may be created with permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). Clearing of trees in the Farm Area in connection with the construction of permitted Structures and Improvements shall require permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

14(c) Forestry. Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources with the permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). Commercial forestry (i.e. forestry conducted primarily for the harvesting and sale of forest products)_shall be conducted in accordance with a forestry management plan approved by the Grantee, except that for properties enrolled under the NYS 480-a

program, noted herein as (3) below, the Grantee shall only require notice to ensure consistency with the Purpose of the Easement, pursuant to Section 18, along with a copy of the plan required by New York State in connection with the Section 480-a program. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (if applicable); (3) logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs).

15. Mining, Transmission Lines, Pipelines and Landfills.

There shall be no surface or subsurface mining or quarrying on the Property. However, in compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A-14(g)(4) of the Treasury Regulations, as amended, the Grantor may utilize sand and gravel located on the Property solely for use on the Property, provided that (a) the use has limited, localized impact on the Property, (b) the use is not destructive of the Purposes of the Easement pursuant to Section 2 herein, and (c) Grantor and its assigns, agents and lessees comply with any applicable New York State Department of Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. No wireless Telecommunications towers or associated antennas may be placed on the Property except with the permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property, notwithstanding any facilities or activities that are duly authorized under the Federal Natural Gas Act (15 U.S.C. Sections 717-717w) pursuant to ECL 49-0305(3)(b) and any other applicable federal and state laws. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the Structures and Improvements allowed by this Easement.

16. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads for residential driveways, barnyards, farm markets or other improvements necessary to provide access to, and parking for, permitted buildings or improvements, or to conduct other activities permitted by this Easement. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance. No driveways or roads, except for farm roads, shall be constructed or improved that traverse the Property to gain access to neighboring lands not protected by this Easement, except with the permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). Such permission, if granted, shall be limited to access exclusively for Agricultural Use of the neighboring lands.

17. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agriculturally-related waste or biodegradable material as described below. Without permission of Grantee, Grantor may (i) store,

compost, apply or inject agriculturally-related waste or biodegradable material; (ii) store old farm equipment to be used for parts; (iii) temporarily store trash or household waste in receptacles for periodic off-site disposal and (iv) compost or re-use biodegradable materials generated off the Property for use on the Property or commercial use or sale. All such activities shall be conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with the Conservation Plan and all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with buildings permitted on the Property is permitted by this Easement.

18. Permission of and Notice to Grantee.

The prior written permission of and/or notice to the Grantee is required for certain actions as specifically set forth in this Easement. To request the written permission of the Grantee and/or to provide notice, the Grantor shall submit plans and a description of the proposal in accordance with 35 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the purposes and restrictions of this Easement. The Grantor shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required. The Grantee may waive review of and consent to any Structure, Improvement or alteration which it deems to be insubstantial.

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

Where the Grantee's written consent is required, the Grantee shall grant or withhold its consent in writing within 35 days of receipt of the Grantor's request for consent accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold consent only upon a reasonable determination by the Grantee that the Grantor's proposal would be inconsistent with the purposes or specific provisions of this Easement. The Grantee may grant its consent subject to reasonable conditions which must be satisfied. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the consent of the Grantee.

18(b). Standards and Timetable for the Giving Notice to Grantee.

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

19. Ongoing Responsibilities of Grantor and Grantee.

Other than as specified herein, this Easement is not intended to impose any legal or other

responsibility on Grantee, or in any way to affect any obligations of Grantor as Owner of the Property, including, but not limited to, the following:

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

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

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

20. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.
Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets shall perpetually retain the right to intervene on any of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

(i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement –
  a. Agricultural Use,
  b. Conservation Plan,
  c. Crops, Livestock and Livestock Products,
  d. Farm Labor Housing,
  e. Farm Operation,
  f. sound agricultural practices (as described in Section 7(a)), and
  g. Viable Agricultural Land;

(ii.) advise the Grantor and Grantee of the State's interpretation of the Purpose of this Easement; and

(iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department

would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purpose(s) of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the New York State Department of Agriculture and Markets for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the New York State Department of Agriculture and Markets, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall preempt or prohibit the Grantor or the Grantee from requesting mediation pursuant to Section 26 ("Dispute Resolution") or to otherwise diminish Grantee's rights under Section 24 ("Enforcement").

21. Extinguishment of Development Rights.

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

22. Baseline Documentation.

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

23. Right of Inspection.

Grantee shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable

to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the New York State Department of Agriculture and Markets, and the County, pursuant to Section 25 ("Third Party Enforcement Rights") below, shall have the same right of inspection.

24. Enforcement.

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

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

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

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

25. Third Party Enforcement Rights.

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

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

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

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

Nothing in this clause shall diminish the Grantee's rights under Section 24 ("Enforcement") or this Section 25 ("Third Party Enforcement Rights").

26. Dispute Resolution.

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purpose of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantor and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

As an alternative to the mediation described above or as an initial step prior to initiating the mediation described above, either party may request mediation pursuant to Section 20 ("State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Implementation of Provisions"). However, any mediation conducted under Section 20 shall not preempt or prohibit the mediation allowed under this Section 26. Furthermore, nothing in this clause shall diminish Grantee's rights under Section 24 ("Enforcement").

27. Assignment of Easement.

Grantee shall have the right to transfer this Easement to any private non-governmental organization or public agency that, at the time of transfer is a "public body" or a "not-for-profit conservation organization" as defined by Article 49 of the ECL or a "qualified organization" under Section 170(h) of the Code or a soil and water conservation district board pursuant to Section 9 (4-a) of the Soil and Water Conservation Districts Law, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ceases to exist or qualify under Article 49 of the ECL and Section 170(h) of the Code, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement. Grantor, the New York State Department of Agriculture

and Markets, and the County, must be notified in writing in advance of any such transfer. The Department of Agriculture and Markets must approve the choice of any new non-governmental organization or public agency designated as "Grantee."

28. Sale, Transfer and Subdivision of Property.

28(a). Required Language in Future Deeds, Mortgages and Leases. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Easement which runs with the land and which was granted to Dutchess Land Conservancy, Inc. by Easement dated _(month/day/year)_, and recorded in the Dutchess County Clerk's Office on _____, ____ at Document # _____." The failure to include such language shall not affect the validity or applicability of this Easement.

28(b). Notice and Effect of Lot Line Adjustment. Prior to any lot line adjustment of the Property (as permitted by the terms of this Easement) into two or more parcels of land having differing ownership, the conveying Owner or Owners shall give notice of such conveyance to the Grantee. After any such lot line adjustment, this Easement shall be deemed to create separate Easements on each such parcel, references in this Easement to the Property shall be deemed to refer to each such parcel, references to the Owner or Owners of the Property shall, as to each such parcel, be deemed to refer to the Owner or Owners of such parcel, and no Owner of any parcel shall have any responsibility or liability to the Grantee for any violation of this Easement which may occur on any other parcel of the Property.

28(c). Allocation of Permitted Structures. In the event that a lot line adjustment occurs pursuant to Section 13 ("Subdivision and Lot Line Adjustments") herein, in any deed of conveyance of a portion of the Property to an adjacent landowner, the Grantor shall, if appropriate, allocate to the portion being conveyed the right to build a specified square footage of Structures or Improvements (including Impervious Surfaces) whose total number or square footage is limited by this Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Grantor immediately prior to such conveyance. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted Structures and Footprint Area in the deed of conveyance. Such provision shall be approved by the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

28(d). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors, but which

shall not exceed an amount equal to one hundred dollars ($100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is required in recognition of the Grantee's continuing obligation to monitor and enforce this Easement, to devote staff time to updating Grantee's records and monitoring program, to introduce new Owners to the purposes and provisions of this Easement, to perform its other Grantee responsibilities required under the Easement in connection with a transfer of ownership, and to likewise further the Grantee's mission. The purpose of this fee is to benefit the community, the Property and the Owners of the Property by ensuring continuity in the administration of this Easement. The Grantor agrees to incorporate this transfer fee requirement in the terms of any agreement of sale for any portion of the Property and to familiarize the buyer with such terms prior to the sale.

28(e). Easement Binding on Future Owners and Others. The provisions of this Easement shall run with the land and shall be binding on each Owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. As used in this Section, the term "owner" shall include the owner of any beneficial equity interest in the Property, but this sentence shall not impose personal liability on any such beneficial owner except to the extent such beneficial owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

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

29. Amendment of Easement.

This Easement may be amended only with the written consent of Grantee and the then current Owner of the Property and with the approval of the New York State Department of Agriculture and Markets, and the County. Any such amendment shall be consistent with and have a neutral or positive effect on the Purpose of this Easement and shall comply with the ECL or any regulations promulgated thereunder. Such amendment shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. In order to approve an amendment, the Grantee must make written findings that the proposed amendment: (a) is consistent with the conservation purposes of this Easement and will have a positive or neutral effect on those purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement other than those being amended; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. The Grantee shall have no obligation to amend this Easement and any amendment shall be at the discretion of the Grantee. The Grantee may establish such requirements for the submission of plans and other documentation as it deems necessary to make an informed decision. Subject to the foregoing, amendments may include changes necessary to effectuate this Easement in response to effects caused by global warming and

climate change. Any such amendment to this Easement shall be duly recorded.

30. Extinguishment of Easement.

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

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain makes it impossible to continue use of all or such portion of the Property for the Purpose of this Easement as described in Section 2 ("Purpose") herein, the restrictions may be extinguished as to any such portion so condemned by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion (pursuant to this Section) by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 31 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies times the percentage determined under Section 31.

31. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment or partial extinguishment or proceeds from a sale or other disposition of the Property as contemplated in Section 30 ("Extinguishment of Easement"). That monetary value is determined as follows: multiply *(a)* times *(b)*, where –

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

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

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

With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner compatible with the Purpose of this Easement. The Grantee's share includes New York State's contribution toward the purchase price for acquiring this

Easement. Prior to such re-use, Grantee must provide written notification to the New York State Department of Agriculture and Markets and to the Dutchess County Agricultural and Farmland Protection Board. Grantee shall be entitled to ___% of the Proportionate Share referenced above, and acknowledges the contributions and corresponding Proportionate Share of the County as described below.

Because the County contributed ____% of the funds toward the purchase price of this Easement, it shall be entitled to ____% of the Proportionate Share referenced above. The County hereby acknowledges this entitlement by signing the attached Acknowledgment. The County also acknowledges that Grantee's share (which is based upon the State's contribution toward the project costs of acquiring this Easement) is ____% of the Proportionate Share referenced above.

32. Interpretation.

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

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix A, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

33. Recitals and Exhibits Incorporated Herein.

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

34. Successors.

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

35. Severability.

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

36. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; 3) if to any subsequent Owner, at the address of the Property; or 4) if to New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235; or 5) if to Dutchess County, 22 Market Street, Poughkeepsie, New York, 12601. Any party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 36.

37. Title.

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

38. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

39. Subsequent Encumbrances.

The grant of any easements or use restrictions is prohibited, except with the permission of Grantee pursuant to Section 18(a). With prior consent of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee") the placing of an additional restriction to maintain the Property's affordability for Agricultural Use by farmers, including additional restrictions that take the form of an affordability covenant or a Preemptive Right to Purchase for Agricultural Use is permitted. Any future encumbrances shall be consistent with the primary Purpose of this Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

40. Grantor's Environmental Warranty.

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

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

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

41. Duration of Easement.

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

42. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 29("Amendment of Easement").

43. Waiver.

The Grantee may on a case-by-case basis waive any provision of this Easement that it deems not to be essential in fulfilling this Easement's conservation purposes. Such waivers may not be granted with respect to the number of Residential Dwellings that may be built. Any such waiver must be supported by written findings in the minutes of the meeting of the Grantee at which it was approved. Such findings shall state the rationale for allowing the waiver and shall indicate any impacts to landscape features or scenic panoramas as seen from public vantage points (if a waiver to size or location restrictions). The Grantee must find that the waiver: (a) is consistent with the conservation purposes of this Easement and will have a positive or neutral effect on those purposes; (b) is consistent with the Grantee's mission as a not-for-profit conservation organization; (c) complies with all specific provisions of this Easement; (d) does not affect the perpetual existence and validity of this Easement; and (e) will not result in private inurement or impermissible private benefit. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and the

provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code (or any successor provisions of applicable law), and any regulations promulgated pursuant thereto. Copies of resolutions of the Grantee's Board of Directors approving such waivers shall be kept in the Grantee's permanent file with this Easement. The Grantee shall, if requested by an Owner of the Property, issue a certificate of compliance indicating that an alteration of the Property or other action undertaken pursuant to this Section was undertaken pursuant to an approved waiver of this Easement.

44. Binding Effect.

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

45. Lien Law.

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

46. Captions.

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

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

OWNERS

Grantor-Life Tenant:

By: _____
Hans Joerg Meili

Grantor-Remainderman

By: _____
Joerg E. Meili

DUTCHESS LAND CONSERVANCY, INC.

Grantee:

By: _____
Rebecca E. C. Thornton
President

State of New York)
County of), ss:
On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Hans Joerg Meili**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual w name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)
County of), ss:
On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Joerg E. Meili**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual w name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

State of New York)
County of), ss:
On the _____day of _____ in the year 20__ before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT

For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Easement, and Acceptance of the Role of Third Party Right of Enforcement

DUTCHESS COUNTY

By: _____
Marcus J. Molinaro
County Executive

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Marcus J. Molinaro** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature/office of individual taking acknowledgement

APPENDIX A
DEPARTMENT CLAUSES

- required "WHEREAS" provisions ("D," "E," "F," "J," "L," "N," and "P")
- "Purpose"
- "Implementation"
- "Definitions": "Agricultural Use," "Conservation Plan," "Crops, Livestock and Livestock Products," "Farm Labor Housing," "Farm Operation," and "Viable Agricultural Land."
- "State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions"
- Other miscellaneous policies: "Impervious Surfaces," "Land Disturbances Associated with Non-Agricultural Activities," "sound agricultural practices," "Proceeds" and "Interpretation

EXHIBIT A
Description of the Property

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

EXHIBIT B
Conservation Easement Map

EXHIBIT C
Survey Map

EXHIBIT D1 and D2
FINANCIAL WORKSHEET

EXHIBIT E
SURVEY MAPS

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2019265 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE DESTINED WIND ARM, OWNED BY HANS JOERG MEILI AND ARROWHEAD HILLS PARTNERSHIP, LP, IN THE TOWN OF AMENIA, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2019265 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF A CONSERVATION EASEMENT ON PROPERTY KNOWN AS THE DESTINED WIND FARM, OWNED BY HANS JOERG MEILI AND ARROWHEAD HILLS PARTNERSHIP, LP, IN THE TOWN OF AMENIA, DUTCHESS COUNTY, NEW YORK AND REALLOCATING FUNDS THEREFORE

October 15, 2019

ENVIRONMENT

RESOLUTION NO. 2019266

RE: REAPPOINTMENTS TO THE DUTCHESS COUNTY ENVIRONMENTAL MANAGEMENT COUNCIL

Legislators BORCHERT, SAGLIANO, BOLNER, and HOUSTON offer the following and move its adoption:

WHEREAS, vacancies exist on the Dutchess County Environmental Management Council; and

WHEREAS, Constance Kustas, Shannon Fatum, Victoria Kelly, Candis Sunderland, and Stephen L. MacAvery have expressed their desire to be reappointed to the Dutchess County Environmental Management Council, and

RESOLVED, that the Dutchess County Legislature does hereby reappoint the following as members of the Dutchess County Environmental Management Council for a two-year term commencing July 1, 2019, and expiring on the 30th day of June 2021:

Reappointments	Term Expires
Constance Kustas 1212 Route 55 LaGrangeville, NY 12540	June 30, 2021
Shannon A. Fatum 41 Cedar Lane Poughquag, NY 12570	June 30, 2021
Victoria Kelly 77 Verbank Rd. Millbrook, NY 12545	June 30, 2021
Candis Sunderland 337 Titusville Road Poughkeepsie, NY 12603	June 30, 2021
Stephen L. MacAvery 224 South Grand Avenue Poughkeepsie, NY 12603	June 30, 2021

and, be it further

RESOLVED, that the Dutchess County Legislature does hereby reappoint Stephen L. MacAvery as Chair of the Environmental Management Council.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Environment Committee Roll Call

District	*Name*	*Yes*	*No*
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Kearney		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** ____

J19266 REAPPOINTMENTS TO THE DUTCHESS COUNTY ENVIRONMENTAL MANAGEMENT COUNCIL

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

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

Vacant: 0 **Abstentions:** 0

_019266 REAPPOINTMENTS TO THE DUTCHESS COUNTY ENVIRONMENTAL MANAGEMENT COUNCIL

October 15, 2019

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2019267

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

APPLICANT: Watchtower Bible and Tract Society of New York Inc.
C/O Daniel Rice
900 Red Mills Rd.
Walkill NY 12589

ACCOUNT NO.: 133089-5955-02-639599-0000

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

WHEREAS, there is a Special District assessment on the January 2018 County/Town Tax roll for the Town of Fishkill under the name of Watchtower Bible and Tract Society of New York Inc., Account No. 133089-5955-02-639599-0000, and

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

WHEREAS, pursuant to Section 556 of the Real Property Tax Law, the County Director of Real Property Service has investigated this claim and it has been determined and certified by said Director that the tax bill, as issued, is incorrect due to the clerical error, and

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

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

RESOLVED, that the application received August 21, 2019, relating to Account No. 133089-5955-02-639599-0000 for a refund is hereby approved, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to issue a tax refund to the applicant in the amount of $3,468.65 and to charge-back the erroneous taxes on next year's levy as follows:

A430 Overlook Point Light (OLPLD) $3,468.65

and be it further

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

CA-183-19
HS/MB/kvh
G-0194
09/10/2019

Fiscal Impact: None

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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:

To process a partial refund of a County/Town Tax bill due to a clerical error.
There will be no fiscal impact.

Prepared by: Margaret Burns Prepared On: September 4,2019

Dutchess County Real Property Tax Service Agency

COE Investigating Report

Le Description (grid #) **133089-5955-02-639599-0000**

Owner's Name **Watchtower Bible and Tract Society of New York Inc.**

Mailing Address **C/O Daniel Rice 900 Red Mills Rd. Walkill NY 12589**

Property Location **800-1000 Sacandaga Loop**

School District **Beacon City School Dist.** Special District **Overlook Point Light**

Total Assessed Value now on roll **12,000,000** Corrected to **Same**

Taxable Assessed Value (Prior to Star) now on roll **0** Corrected to **Same**

Exempt codes and amounts if applicable
NonProfit Religious 12,000,000

Amount Levied **$24,717.62** Should be **$21,248.97**

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

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

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

Reason:

Exemption was approved by assessor, but not entered on roll __

Exemption amount incorrectly calculated __

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

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

Assessment based on incorrect acreage __

Parcel should be Wholly Exempt __

Parcel Misclassified as homestead or non-homestead __

Other: **X** Parcel was charged for the Overlook Point Light Special District in error.

Recommendation **X** **APPROVE APPLICATION** ____ **DENY APPLICATION**

Details: **It is recommended that the application for a partial refund of the 2017/18 Cnty/Tn Tax Bill be approved**

See attached "Schedule A" for chargeback amounts.

Investigator Margaret Burns Director [illegible] Date 9/5/2019

Department of Taxation and Finance
Office of Real Property Tax Services

Application for Refund or Credit of Real Property Taxes

RP-556
(4/18)

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners Watchtower Bible and Tract Society of New York, Inc.					
Mailing address of owners *(number and street or PO box)* 900 Red Mills Rd			Location of property *(street address)* 800-1000 Sacandaga Loop		
City, village, or post office Wallkill	State NY	ZIP code 12589	City, town, or village Fishkill	State NY	ZIP code 12590
Daytime contact number 845-744-1900	Evening contact number n/a		Tax map number of section/block/lot: Property identification *(see tax bill or assessment roll)* 5955-02-639599		
Account number *(as appears on tax bill)* Unknown	Amount of taxes paid or payable 3,468.65		Date of payment 01-29-2018		
Reasons for requesting a refund or credit: An erroneous charge in the amount of $3,468.65 for the Overlook Point Light district was charged to Watchtower and paid in 2018 for this tax-exempt property. Watchtower was correctly exempted from these charges on the 2019 tax bill.					

I hereby request a refund or credit of real property taxes levied by Town of Fishkill (County, city, village, etc.) for the year(s) 2018.

Signature of applicant [signature] ADMINISTRATIVE AGENT	Date 8/16/19

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls. If a *Directed reinstatement*, see instructions.

Date application received 8/21/2019	Date warrant annexed 12/18/2017
Last day for collection of taxes without interest	Recommendation **Approve application*** ☒ **Deny application** ☐
Signature of official [signature]	Date 9/5/2019

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-553).

Part 3 – For use by the **tax levying body or official designated by resolution** _____ :
(insert number or date, if applicable)

Application approved (Mark an *X* in the applicable box):

Clerical error ☐ Error in essential fact ☐ Unlawful Entry ☐ Directed reinstatement ☐

Amount of taxes paid	Amount of taxes due	Amount of refund or credit

Application denied (reason):

_____

_____

_____

Signature of chief executive officer or official designated by resolution	Date

Instructions

General information

Where to send

Submit two copies of this application to the County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer). In a village which has retained its assessing unit status, submit to the village assessor or chairman of village board of trustees.

When to send

You must submit this application within three years of the annexation of the warrant for the collection of such tax.

Refunds

If the tax was already paid, and the application is approved, the applicant is entitled to a refund of the overpayment.

Credits

If the tax has not yet been paid, and the application is approved, the applicant is entitled to a credit reducing the amount of the outstanding tax. The corrected tax must be paid with the interest and penalties that have accrued up to that point. No additional interest and penalties will be imposed if the corrected tax is paid within eight days of the date on which the notice of approval is mailed to the applicant. The interest and penalties on the credited portion of the tax are cancelled.

Types of correctable errors

Real Property Tax Law (RPTL) section 550 recognize the following types of correctable errors:

Clerical error (RPTL section 550, subdivision 2):

(a) an entry of assessed value on the tax roll which differs from the entry for the same parcel on the property record card, field book, or other final work product of the assessor, or the final verified statement of the board of assessment review due to an error in transcription

(b) a mathematical error in the calculation of a partial exemption

(c) an incorrect entry due to failure of the assessor to act on a partial exemption

(d) an arithmetical error in the calculation or extension of the tax

(e) an incorrect entry due to a mistake in the determination or transcription of a special assessment or other charge based on units of service provided by a special district

(f) a duplicate entry of the description or assessed valuation, or both, of an entire single parcel

(g) an entry on a tax roll which is incorrect by reason of an arithmetical mistake by the assessor appearing on the property record card, field book, or other final work product of the assessor

(h) an incorrect entry on a tax roll of a re-levied school tax or re-levied village tax which has been previously paid

(i) an entry on a tax roll which is incorrect by reason of a mistake in transcription of a re-levied school tax or re-levied village tax

Error in essential fact (RPTL section 550, subdivision 3):

(a) the assessment of an improvement destroyed or removed prior to taxable status date

(b) the assessment of an improvement not in existence or present on a different parcel

(c) an incorrect entry of acreage which was considered by the assessor in valuing the parcel and which resulted in an incorrect assessed valuation, where such acreage is shown to be incorrect on a survey submitted by the applicant

(d) not applicable to refunds

(e) not applicable to refunds

(f) misclassification of a parcel in an approved assessing unit which is exclusively used for either residential or non-residential purposes

Unlawful entry (RPTL section 550, subdivision 7):

(a) an assessment of wholly exempt property on the taxable portion of the assessment roll

(b) an assessment of real property located entirely outside the boundaries of the assessing unit, the school district, or the special district in which the real property is designated as being located

(c) an entry made by a person or body without the authority to make such entry

(d) an assessment of taxable state land which exceeds the assessment as approved by the Office of Real Property Tax Services (ORPTS)

(e) an assessment of special franchise property which exceeds the final assessment as made by ORPTS or the full value of that special franchise as determined by ORPTS adjusted by the final state equalization rate established by the ORPTS for the assessment roll upon which that value appears

For an *unlawful entry*, attach a statement signed by assessor or majority of board of assessors substantiating that that parcel should have been granted tax exempt status on tax roll.

Directed reinstatements:

Enter Directed reinstatement on the report required by Part 2 only when an Enhanced STAR Exemption or a senior citizens exemption was properly removed but is being reinstated under the *good cause* authorization of Real Property Tax Law (RPTL) sections 425(6)(a-2) or 467(8-a). In such a case, the written report of the county director or village assessor must indicate that there has been a good cause finding, and a copy of the written report must be attached to this form.

WATCHTOWER
Bible and Tract Society of New York, Inc.
Accounting
900 Red Mills Road, Wallkill, NY 12589-5200, U.S.A.
Phone: (845) 744-6000 Fax: (845) 524-0111

AA:ABA August 16, 2019

Dutchess County Office Building
Real Property Tax Service Agency
22 Market Street, 3rd Floor
Poughkeepsie, NY 12601
Attention: Eric Axelsen, Director

Request for Refund of 2018 Lighting Charge
800-1000 Sacandaga Loop, Wappingers Falls, New York
Parcel ID: 133089-5955-02-6395999-0000

Dear Mr. Axelsen:

Enclosed is an Application for Refund of Real Property Taxes related to an overpayment of property taxes for the above-referenced property (the "Property") owned by Watchtower Bible and Tract Society of New York, Inc. ("Watchtower"), in the Town of Fishkill. The overpayment resulted from an erroneous charge on the 2018 Statement of County/Town Taxes for the Property received from the Town of Fishkill.

Pursuant to the enclosed Court Order (the "Order"), the assessment for the Property was corrected to designate it as exempt for the tax years affected by the taxable status date of March 1, 2016 (tax year 2016/2017). The Order stipulated that refunds be paid to Watchtower for Property and School taxes paid for the 2016/2017 tax year. This included refunds of payments made for the "Chelsea Fire" and "Overlook Point Light" charges, demonstrating that the exemption applied to these charges.

While the Property has remained on the wholly exempt portion of the tax roll since 2017, the Statement of County/Town Taxes received in January 2018 included a charge for "Overlook Point Light" in the amount of $3,468.65. Watchtower paid the bill in full in February 2018, without noting the erroneous charge. However, the discrepancy was later discovered and brought to the attention of the Town of Fishkill Assessor. Subsequently, the error was corrected and the Statement of County/Town Taxes received in January 2019 did not include the "Overlook Point Light" charge.

Considering the foregoing, we are submitting a request for the refund of the erroneous payment made in February 2018. Please contact me if you require any more information in support of this request. Thank you in advance for your assistance.

Sincerely,

Gabriel Martin

Attachments (5)

RP-553 (1/06)

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

NOTICE AND PETITION OF ASSESSOR TO THE BOARD OF ASSESSMENT REVIEW FOR THE Town of Fishkill (assessing unit) FOR CORRECTION OF THE 20 17 FINAL ASSESSMENT ROLL

To be completed in duplicate by assessor, or designated member of the Board of Assessors. Assessor is to transmit copy by certified mail, return receipt requested, to individual named in Part 2, item 1, EXCEPT where the proposed correction will result in a lower assessment. Transmit original to Chairman of Board of Assessment Review

PART 1: NOTICE OF PETITION

You are hereby notified that the Board of Assessment Review for Town of Fishkill (Assessing Unit) will convene at 10:00 (Time) ✓ (a.m./p.m.) on 8/9/2017 (Date) at 807 Route 52, Fishkill, NY 12524 (Location) for the purpose of acting on the Assessor's or Board of Assessor's petition (see below) to correct the 2017 (Year) final assessment roll.

Note: You may appear at the meeting and present any information relevant to the petition below. The Board of Assessment Review will notify the tax levying body of any changes to be made. The tax levying body will then notify you of any such change.

PART 2: PETITION

Watchtower Bible and Tract Society of NY
1a. Name of Owner

900 Red Mills Road

Wallkill, NY 12589
1b. Mailing Address

N/A
1c. E-mail Address (optional)

Day ( ) N/A Evening ( ) N/A
2. Telephone Number

800-1000 Sacandaga Loop
3. Parcel Location (if different than 1b.)

5955-02-639599
4. Description of real property as shown on tax roll or tax bill (Include tax map designation)

5. Account No. N/A

6a. Entry appearing on final assessment roll:
Land Value 1,000,000
Total Value 12,000,000
Exempt Value 0

6b. Entry on final assessment roll should be:
Land Value 1,000,000
Total Value 12,000,000
Exempt Value 12,000,000

7. Type of error (see definitions on reverse side):

- ____ Clerical error, as defined in Sec. 550 (2), para. ____
- ____ Error in essential fact, as defined in Sec. 550 (3), para. ____
- ✓ Unlawful entry, as defined in Sec. 550(7), para. A
- ____ Omitted parcel of taxable real property or an omitted improvement on current or preceding year's assessment roll.
- ____ Incorrect grant of partial exemption on preceding year's assessment roll; no transfer of title has occurred.
- ____ An entry of assessed valuation of taxable State-owned land on current or preceding year's roll which is less than amount approved by the Office of Real Property Tax Services.
- ____ An entry of assessed valuation of a special franchise on current or preceding year's roll which is less than final assessment thereof made by the Office of Real Property Tax Services or the full value of that special franchise as determined by the Office of Real Property Tax Services adjusted by the final state equalization rate established by the Office of Real Property Tax Services for the assessment roll upon which that value appears.

8. Describe how error occurred (Be specific; do not repeat definitions on reverse side; attach documentation) This property has been determined to qualify for The Nonprofit Religious Exemption on The 2017 Assessment Roll.

(Use additional sheets if necessary)

I, Christian Harkins, Assessor or designated member of the majority of the Board of Assessors of the Town of Fishkill (Assessing Unit), hereby petition the Board of Assessment Review to correct the 20 17 final assessment roll as indicated above.

7/27/2017
Date

Assessor's signature

To be completed by **CHAIRMAN OF BOARD OF ASSESSMENT REVIEW:**

Final assessment (to be included on verified statement of changes) ..... $ 12,000,000

REMARKS: This property has been moved to Roll Section 8 and exemption code 25110 has been applied. The Taxable Assessed Value of this property is $0.

8/9/2017
Date

Shirley L. Bellis
Signature of Chairman of Board of Assessment Review

Real Property Tax Law, Section 550(2):

A "clerical error" means:

(a) an entry of assessed value on the assessment roll which differs from the entry for the same parcel on the property record card, field book or other final work product of the assessor, or the final verified statement of the board of assessment review due to an error in transcription;
(b) a mathematical error in the computation of a partial exemption;
(c) an incorrect entry due to failure of the assessor to act on a partial exemption;
(d) [not applicable to final assessment rolls];
(e) an incorrect entry due to a mistake in the determination or transcription of a special assessment or other charge based on units of service provided by a special district;
(f) a duplicate entry of the description or assessed valuation, or both, of an entire single parcel;
(g) an entry on an assessment roll which is incorrect by reason of an arithmetical mistake by the assessor appearing on the property record card, field book or other final work product of the assessor; or
(h), (i) [not applicable to final assessment rolls].

Real Property Tax Law, Section 550(3):

An "error in essential fact" means:

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

Real Property Tax Law, Section 550(7):

An "unlawful entry" means:

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

At an IAS Term of the Supreme Court of the State of New York, held for the County of Dutchess, at 10 Market Street, Poughkeepsie, New York on the 22 day of March, 2018.

PRESENT: Hon. James V. Brands, J.S.C.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

IN THE MATTER OF THE APPLICATION FOR A REVIEW
UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW
OF A TAX ASSESSMENT
BY WATCHTOWER BIBLE AND TRACT SOCIETY
OF NEW YORK, INC.,
Petitioner,

-against-

THE TOWN OF FISHKILL,
CHRISTIAN HARKINS AS ASSESSOR FOR THE TOWN OF FISHKILL,
AND THE BOARD OF ASSESSMENT REVIEW
FOR THE TOWN OF FISHKILL, COUNTY OF DUTCHESS
Respondents

Index Nos. 2016-51702; 2016-51706; 2016-51708;

THE BEACON CITY SCHOOL DISTRICT
Intervenor-Respondent.

Petitioner having heretofore served and filed the Notices of Petition and Petitions to review assessments made by the Town of Fishkill for the assessment year 2016 upon certain property located in the Town of Fishkill and designated as Tax Grid Nos. 5955-02-798930 located at 5-18 Chelsea Industrial Park, ("798930"), 5955-02-791875 located at 26 Chelsea Industrial Park, ("791875"), and 5955-02-639599 located at 800-1000 Sacandaga Loop, ("639599") the tax maps and assessment rolls of the Town of Fishkill; and

The issues of these proceedings having duly come before an IAS Term of this Court, and the Petitioner having appeared by Beth L. Konken, Esq., of and the Respondents having appeared by Kyle W. Barnett, Esq., of Van DeWater & Van DeWater, LLP, for the Town of Fishkill, and the Intervenor-Respondent Beacon City School District having appeared by Daniel Petigrow, Esq. of Thomas, Drohan, Waxman, Petigrow & Mayle, LLP, and the parties having agreed to a settlement of these proceedings, it is

ORDERED, ADJUDGED AND DECREED, that the assessment of 26 Chelsea Industrial Park (section/block/lot 5955-02-791875) upon the 2016 assessment roll shall be corrected so that the said property shall be designated as exempt for the tax years affected by the taxable status date of March 1, 2016 (tax year 2016/2017) pursuant to Real Property Tax Law section 420-a; and it is further

ORDERED, ADJUDGED AND DECREED that the assessment of 800-1000 Sacandaga Loop (section/block/lot 5955-02-639599) upon the 2016 assessment roll shall be corrected so that the said property shall be designated as exempt for the tax years affected by the taxable status date of March 1, 2016 (tax year 2016/2017) pursuant to Real Property Tax Law section 420-a; and it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the aforesaid assessment rolls and the tax rolls of the Town of Fishkill shall make or cause to be made upon the proper books and records of said Town the entries, changes and corrections necessary to conform said assessments to such corrected and reduced valuations; and it is further

ORDERED, ADJUDGED and DETERMINED that there shall be audited, allowed and paid to the Petitioner by the Town of Fishkill or the Dutchess County Commissioner of Finance, $18,143.13, which is fifty percent (50%) of the Town Outside Tax, fifty percent (50%) of the Chelsea Fire charge, and fifty percent (50%) of the Overlook Point Light charge for 26 Chelsea Industrial Park and 800-1000 Sacandaga Loop paid by the Petitioner for the tax year affected by taxable status date of March 1, 2016 (tax year 2016/2017) , with interest as provided by the respective laws of the State of New York provided, however, if said refund is paid by the Town of Fishkill or the Dutchess County Commissioner of Finance within ninety (90) days after entry of this Order, said refund shall be paid without interest. If payment is not made within ninety (90) days after the entry of this Order, then statutory interest will be paid on the amount of any refund made from the date of payment as provided by Section 726 of the Real Property Tax Law; and it is further

ORDERED, ADJUDGED and DETERMINED, that there shall be audited, allowed and paid to the Petitioner by the County of Dutchess $12,514.65, which is fifty percent (50%) of the County Tax paid for 26 Chelsea Industrial Park and 800-1000 Sacandaga Loop by the Petitioner for the tax year affected by taxable status date of March 1, 2016 (tax year 2016/2017) with interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the County of Dutchess within ninety (90) days of after entry of this Order, said refund shall be paid without interest. If payment is not made within ninety (90) days after the entry of this Order, then statutory interest will be paid on the amount of any refund made

from the date of payment as provided by Section 726 of the Real Property Tax Law; and it is further

ORDERED, ADUDGED and DETERMINED that there shall be audited, allowed and paid to the Petitioner by the Beacon Central School District $43,550.51, which is twenty-five percent (25%) of the School District taxes paid for 26 Chelsea Industrial Park and 800-1000 Sacandaga Loop by the Petitioner for the tax year affected by taxable status date of March 1, 2016 (tax year 2016/2017), with interest as provided by the respective laws of the State of New York, provided, however, if said refund is paid by the Beacon City School District within ninety (90) days of entry of this Order said refund shall be paid without interest. If payment is not made within ninety (90) days after the entry of this Order, then statutory interest will be paid on the amount of any refund made from the date of payment as provided by Section 726 of the Real Property Tax Law; and it is further

ORDERED, ADJUDGED and DETERMINED that the refunds hereinabove directed to be paid shall by paid by check payable to the order of Watchtower Tract and Bible Society of New York Inc., and mailed to c/o Gabriel Martin, Branch Desk, 900 Red Mills Road, Walkill, New York 12589, and it is further

ORDERED, ADJUDGED and DETERMINED that this Order and Judgment hereby constitutes and represents full settlement of the tax review proceedings herein, all prior stipulations are null and void, all other refunds are hereby waived and there are no costs or disbursements awarded to, by, or against any party and that upon compliance with the terms of this Order and Judgment, the above proceedings shall be, and the same hereby are, settled and discontinued with prejudice.

SO ORDERED:

ENTER

Dated: 3/22/2018
Poughkeepsie, NY

HON. JAMES V. BRANDS, J.S.C.

Signing and Entry of the within Order is hereby
Consented to:

DATED: 2/20, 2018

Kyle W. Barnett, Esq.
Attorney for Respondents
Van DeWater & Van DeWater, LLP
85 Civic Center Plaza, Suite 101
P.O. Box 112
Poughkeepsie, NY 12602-0112
(845) 452-5900

DATED: 2/27, 2018

Daniel Petigrow, Esq.
Attorney for Intervenor-Respondent
Thomas Drohan Waxman Petigrow & Mayle, LLP
2517 Route 52
Hopewell Junction, NY 12533-3227
(845) 592-7000

DATED: 3/6, 2018

Beth L. Konken, Esq.
Attorney for Petitioner
100 Watchtower Drive
Patterson, NY 12563-2232
(845) 306-0700

IN PERSON PAYMENT	807 Route 52 Fishkill, NY 12524 M - F 8:00am - 4:30pm

MAKE CHECKS PAYABLE TO:
Rebecca Tompkins, Receiver of Taxes
807 Route 52
Fishkill, NY 12524
845-831-7800

STATEMENT OF COUNTY/TOWN TAXES
TOWN OF FISHKILL

Page No.	Roll Sect.	SWIS Code	Bill No.	Sequence No.
1 of 1	8	133089	7747	7747
Fiscal Year		Warrant Dated	Bank Code	Account No.
1/1/2018 to 12/31/2018		12/18/2017		
Estimated State Aid				
CNTY 77,323,265		TOWN 69,238		

Watchtower Bible and Tract
Society of New York Inc
c/o Daniel Rice
900 Red Mills Rd
Walkill, NY 12589

FOR YOUR INFORMATION

Last day to pay without penalty: February 28, 2018. After this date see Payment Schedule.

SEE REVERSE SIDE FOR MORE INFORMATION

PROPERTY IDENTIFICATION

PARCEL ID	133089-5955-02-639599-0000
LOCATION	800-1000 Sacandaga Loop
ACREAGE	7.65
SCHOOL	Beacon City SD
PROPERTY CLASS	633 - Aged - home

The assessor estimates the **Full Market Value** of this property as of July 1, 2016 was: 12,000,000
The **Total Assessed Value** of this property is: 12,000,000
The **Uniform Percentage of Value** used to establish assessments was: 100.00

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

Exemption	Value	Tax Purpose	Full Value Estimate	Exemption	Value	Tax Purpose	Full Value Estimate
NONPRO REL	12,000,000	CO/TOWN/SCH	12,000,000				

PROPERTY TAXES

Taxing Purpose	Total Levy	% Change in Levy from Prior Year *	Taxable Assessed Value or Units	Rates per $1000 or per Units	Tax Amounts
NON-HOMESTEAD PARCEL					
County Tax	106,303,699	-0.1	0.00	3.538608	0.00
Town Outside Tax	7,004,828	2.0	0.00	4.128958	0.00
Chelsea Fire	288,249	9.8	0.00	.714698	0.00
Overlook Point Light			880.00	3.941644	3,468.65
Rombout Sewer			880.00	22.709481	19,984.34
Rombout Water			352.00	3.592700	1,264.63

01PLD

Clerical error

RECEIVER OF TAXES

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

$21,248.97

PENALTY SCHEDULE

If Paid Between	Amount	Penalty/ Interest	Total Due
Today - 2/28/2018	$24,717.62	$0.00	$24,717.62
3/01/2018 - 3/31/2018	$24,717.62	$494.35	$25,211.97
4/01/2018 - 4/30/2018	$24,717.62	$741.53	$25,459.15

PAY THIS AMOUNT: $24,717.62
By: 2/28/2018
After this date see penalty schedule at left

Taxes paid by _____ **CA CH**

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. INCLUDE YOUR PHONE NUMBER ON YOUR CHECK. FOR A RECEIPT OF PAYMENT, PLACE A CHECK MARK IN THIS BOX [ ] AND RETURN THE ENTIRE BILL WITH PAYMENT.

SCHEDULE A

Refund
Town of Fishkill
017/18 C/T Tax Bill

Grid Number: 133089-5955-02-639599-0000
Name: Watchtower Bible and Tract Society of New York I
Location: 800-1000 Sacandaga Loop

Currently on Tax Roll	Assessed Value	Exemption Amount	Taxable Value	Tax Rate	Total
Dutchess County	12,000,000	12,000,000		0.003538608	
Town of Fishkill	12,000,000	12,000,000		0.004128958	
Chelsea Fire	12,000,000	12,000,000		0.000714698	
Overlook Point Light (OLPLD)	880		880	3.941644	3,468.65
Rombout Sewer	880		880.00	22.709481	19,984.34
Rombout Water	352		352.00	3.5927	1,264.63
	School Interest (0 or 2%)			County Interest	
	Original amount			7%	
Ret School					
				Total Tax on Current Roll	24,717.62

Corrected Tax Roll	Assessed Value	Exemption Amount	Taxable Value	Tax Rate	Total
Dutchess County	12,000,000	12,000,000		0.003538608	
Town of Fishkill	12,000,000	12,000,000		0.004128958	
helsea Fire	12,000,000	12,000,000		0.000714698	
Overlook Point Light (OLPLD)	880	880		3.941644	
Rombout Sewer	880		880	22.709481	19,984.34
Rombout Water	352		352	3.5927	1,264.63
		School Interest (0 or 2%)		County Interest	
	Original amount			7%	
Ret School					
				Total Tax on Corrected Roll	21,248.97

Chargeback

A342	Allow. For Uncoll. Taxes	
A430	Town of Fishkill	
A430	Chelsea Fire	
A430	Overlook Point Light (OLPLD)	3,468.65

TOTAL CHARGEBACK AMOUNT 3,468.65

Budget, Finance, and Personnel Committee Roll Call

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

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

Absent: 2 **Motion:** ____

Vacant: 0 **Abstentions:** 0

.019267 APPROVAL OF APPLICATION FOR REFUND OF REAL PROPERTY TAXES AND TO AUTHORIZE A CHARGE-BACK BY THE COMMISSIONER OF FINANCE – TOWN OF FISHKILL

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 0

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

Vacant: 0 **Abstentions:** 0

_019267 APPROVAL OF APPLICATION FOR REFUND OF REAL PROPERTY TAXES AND TO AUTHORIZE A CHARGE-BACK BY THE COMMISSIONER OF FINANCE – TOWN OF FISHKILL

October 15, 2019

FAMILY & HUMAN SERVICES

RESOLUTION NO. 2019268

RE: PUBLIC HEALTH NUISANCE APPROPRIATION, NOT TO EXCEED $100,000.00, FOR COOPER ROAD MOBILE HOME PARK IN TOWN OF WAPPINGER

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

WHEREAS, Cooper Road Mobile Home Park, 121 Cooper Road, in the Town of Wappinger constitutes a Mobile Home Park as defined in Part 17 of the New York State Sanitary Code and Article 23 of the Dutchess County Sanitary Code, and

WHEREAS, a Commissioner's Order directed to the owner of Cooper Road Mobile Home Park (hereinafter referred to as the "Owner") dated September 9, 2019 required that repairs to the public water supply serving Cooper Road Mobile Home Park be completed by September 13, 2019, and

WHEREAS, the repairs to the public water supply were not made, constituting violations of Subpart 5-1 and Part 17 of the New York State Sanitary Code, Articles 21 and 23 of the Dutchess County Sanitary Code, and the Commissioner's Order dated September 9, 2019, and

WHEREAS, the failure of the Respondent to comply with Subpart 5-1 and Part 17 of the New York State Sanitary Code, Articles 21 and 23 of the Dutchess County Sanitary Code and the September 9, 2019 Commissioner's Order has resulted in a Public Health Nuisance for the mobile home park's residents, and

WHEREAS, an informal hearing was scheduled for Wednesday, September 18, 2019 at 10:00 a.m. at the Dutchess County Department of Community and Behavioral Health at which the Owner did not appear despite being notified, and

WHEREAS, a public meeting was held at the Wappinger Town Hall at 6:00 p.m. on Friday, September 20, 2019, at which time many Mobile Home Park residents attended, but the Owner did not appear, and

WHEREAS, a formal hearing was scheduled for Monday, September 23, 2019 at 10:00 a.m. at the Dutchess County Department of Behavioral and Community Health at which the Owner did not appear despite being notified, and

WHEREAS, as a result of the September 23, 2019, hearing the owner was assessed an administrative penalty for violation of the State and County sanitary codes in the amount of $136,500 and continuing, and

WHEREAS, there are presently Dutchess County tax liens against the Park property in the amount of $59,374, and

WHEREAS, the Commissioner of Behavioral and Community Health exercises emergency powers granted to him at Dutchess County Sanitary Code Section 2.5: "The Commissioner may authorize necessary action to alleviate emergencies and/or public nuisances in the event that the owner, lessee or occupant of any premises fails to respond to a direction of the Commissioner... whenever it is determined that an emergency exists and there is a reasonable danger to life or health" and at New York Public Health Law Section 1305(2): "If the owner or occupant of any premises whereon any nuisance or condition deemed to be detrimental to the public health exists... fails to comply with any order or regulation of any local board or health officer...for the suppression and removal of any such nuisance or other matter, in the judgment of the board or health officer detrimental to the public health, ...such board or its agents or employees may enter upon the premises to which such order or regulation relates, and suppress or remove such nuisance or other matter," and

WHEREAS, the Dutchess County Department of Behavioral and Community Health, and its designated agent, were authorized by the Dutchess County Commissioner of Behavioral and Community Health to take such steps necessary to rectify the public health nuisance and condition detrimental to Public Health, and

WHEREAS, the Dutchess County Water and Wastewater Authority having been authorized as representative of the Dutchess County Commissioner of Health pursuant to New York Public Health Law Section 1305(2) to enter the Cooper Road Mobile Home Park property to evaluate, operate, secure, and make any emergency repairs to the water supply system until further notice, and

WHEREAS, in order to assure that potable water and acceptable septic facilities are available to the tenants of the Mobile Home Park, emergency and permanent repairs to the public water supply system at Cooper Road Mobile Home Park have been estimated to cost up to $100,000.00, and

WHEREAS, bid procedures shall be followed to procure the parts and services necessary to effect permanent repairs and the County shall pursue reimbursement from any responsible party for all expenses paid by the County, and

WHEREAS, all penalties and costs of the County of Dutchess shall be resulting in additional liens against the property, now, therefore, be it

RESOLVED, the Commissioner of Finance is hereby authorized, empowered, and directed to amend the 2019 Operating Budget as follows:

APPROPRIATIONS:

Increase:

A.4010.29.4401.105	Professional Services – Consultants	$100,000

Decrease:

A.1990.4007	General Contingency	$100,000

CA-191-19
JMF/CRC/kvh
G-1652-B
10/08/19
Fiscal Impact: Attached

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 10/17/2019

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 15th day of October 2019, 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 15th day of October 2019.

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 $ 100,000

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.4010.29.4401.105

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over 2 1/2 years: _____

Additional Comments/Explanation:
The County will pursue reimbursement from all responsible parties for the corrections being made to the system.

Prepared by: Jessica White Prepared On: 10/4/2019

COUNTY OF DUTCHESS
STATE OF NEW YORK
A. GREGG PULVER
CHAIRMAN OF THE LEGISLATURE

MEMORANDUM

To: All Legislators

From: A. Gregg Pulver, Chairman of the Legislature

Date: October 8, 2019

Re: Resolution PUBLIC HEALTH NUSIANCE APPROPRIATION, NOT TO EXCEED $100,000.00, FOR COOPER ROAD MOBILE HOME PARK IN TOWN OF WAPPINGER

A resolution was presented to the Legislature which would authorize funding for emergency and permanent repairs to the public water supply system at Cooper Road Mobile Home Park in the Town of Wappinger. The Mobile Home Park has been cited for numerous NYS Sanitary Code and County Sanitary Code violations, therefore the Commissioner of DCDBCH has enacted emergency powers to rectify the situation. DCDBCH and DCWWA have made numerous attempts, including public hearings, to work with the current owner to make the necessary repairs to ensure access to clean and safe drinking water. Thus far, the owner has been unresponsive.

As Chairman, by the authority granted to the Chair in the 2019 Permanent Rules of the Dutchess County Legislature, Rule 4.5 Petitions, Reports, Motions, Resolutions and Announcements paragraph (E), I have waived the requirement that this resolution be submitted to the Clerk of the County Legislature prior to the resolution deadline date.

22 Market Street, Poughkeepsie, New York 12601
Phone: 845.486.2112 Fax: 845.486.2113
gpulver@dutchessny.gov
www.dutchessny.gov

Family and Human Services Committee Roll Call

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

Present: 9 **Resolution:** ✓ **Total :** 9 Yes 0 No

Absent: 2 **Motion:** ___

Vacant: 1 **Abstentions:** 0

019268 PUBLIC HEALTH NUISANCE APPROPRIATION, NOT TO EXCEED $100,000.00, FOR COOPER ROAD MOBILE HOME PARK IN TOWN OF WAPPINGER

October 10, 2019

Roll Call Sheets

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

Present: 24 **Resolution:** ✓ **Total :** 24 (Yes) 0 (No)

Absent: 1 **Motion:** ____

Vacant: 0 **Abstentions:** 6

2019268 PUBLIC HEALTH NUISANCE APPROPRIATION, NOT TO EXCEED $100,000.00, FOR COOPER ROAD MOBILE HOME PARK IN TOWN OF WAPPINGER

October 15, 2019

DUTCHESS COUNTY LEGISLATURE

Commendation: Veteran Tommy Zurhellen Walks Across America

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, Tommy Zurhellen is the commander of the Poughkeepsie Veterans of Foreign Wars Post 170 and a professor at Marist College, and

WHEREAS, Tommy Zurhellen walked 2,866 miles from Portland, Oregon to Poughkeepsie to bring awareness to homelessness and suicide among veterans through the VetZero project, walking 22 miles a day to represent the average number of veterans who die by suicide each day, according to a 2015 Department of Veterans Affair Study, with a 2018 study showing a decrease to 20 a day, and

WHEREAS, the VetZero project has raised almost $42,000 so far, passing its initial goal of $40,000, which represents the number of homeless veterans living on the streets in the United States according to the 2015 study, said funds going towards Hudson River Housing's Liberty Station program for veterans and the Vet 2 Vet Peer Mentoring program, and

WHEREAS, Tommy Zurhellen had to rely on the kindness of strangers to make it to the finish line, having to walk in Wyoming through a blinding wall of snow which blurred his vision and stifled his breathing, and suffering pain from walking for 130 days, with two sprained ankles, two lost toenails, and a cry every other day, and

WHEREAS, the stories of veterans Tommy Zurhellen met along the road motivated him to complete a challenge he wasn't entirely confident he could finish, meeting on average one veteran a day on the road, and

WHEREAS, Tommy Zurhellen serves as an inspiration for the veterans in the program, signifying a feeling of support some veterans never experienced when returning home, now, therefore, be it

RESOLVED, that the Dutchess County Legislature on behalf of all people of Dutchess County does hereby commend, congratulate and thank Tommy Zurhellen for his dedication to veterans in Dutchess County, and be it further

RESOLVED, that the Dutchess County Legislature hereby extends it best wishes to Tommy Zurhellen and offers their best wishes in all his future endeavors.

STATE OF NEW YORK Resolution No. 2019269

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 15th day of October 2019, 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 15th day of October 2019.

Carolyn Morris

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY LEGISLATURE

Proclamation: October as Archives Appreciation Month

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, historical records and archives of Dutchess County are crucial to the way we understand our past and plan for our future, and,

WHEREAS, Dutchess County's rich and diverse heritage is contained in these documents and records created by and for its people, and,

WHEREAS, on April 11, 1919, Governor Al Smith signed into law a bill that created the post of local government historian for all towns, villages, and cities in New York State, charging them with the preservation and administration of local historical records, and,

WHEREAS, this law was later amended in 1933 to include the post of county historian, for the purpose of insuring the preservation and administration of historical records at the county level, and,

WHEREAS, Dutchess County has appointed the following twelve county historians to care for its historical records: James F. Baldwin (1942), Edwin H. Rozell (1950), Edmund VanWyck (1952), Ralph H. Short (1956), Amy Ver Nooy (1962), Frederic A. Smith (1968), Dorothy B. Alsdorf (1970), Wilhemena Powers (1972), Radford Curdy (1979), Joyce Ghee (1981), Stanley H. Mersand (2006), and William P. Tatum III (2012), and,

WHEREAS, the diligent efforts have been made by county and local historians as well as historical societies to preserve and to make the documented history accessible to present and future generations, and,

WHEREAS, the work of these historians has contributed to the better understanding of who we are as a people and how we hope to live, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby proclaim October as Archives Appreciation Month in Dutchess County and urges its fellow citizens to learn the length and breadth of Dutchess County heritage detailed in its archives and historical records.

STATE OF NEW YORK Resolution No. 2019270

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 15th day of October 2019, 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 15th day of October 2019.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY LEGISLATURE

Condolence: Benjamin P. Roosa, Jr.

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature has learned with sadness and regret of the recent death of Benjamin P. Roosa, Jr., on August 28, 2019, at the age of 87, and

WHEREAS, Benjamin P. Roosa, Jr. was born on November 22, 1931, in Beacon, New York, and was the son of the late Hon. Benjamin P. Roosa and Marion (Fleming) Roosa, and

WHEREAS, Benjamin P. Roosa, Jr. graduated from Beacon High School and later received his Bachelor of Arts degree from Columbia College and his Juris Doctorate degree from Albany Law School of Union University, and

WHEREAS, after graduation from Law School, Benjamin P. Roosa, Jr. joined his father's law practice, Roosa & Roosa in Beacon, and was later joined by his daughter Elizabeth, and

WHEREAS, Benjamin P. Roosa, Jr. was active in his community, serving as President of the Board of Trustees for the First Presbyterian Church of Beacon, a Member of the Board of the Dutchess County American Cancer Society, President of the Beacon Branch of the Salvation Army, Board Member of the YMCA, and a Member of Consistory of the Hopewell Reformed Church, serving as Chairman of its Investment Committee for many years, and for ten years sponsored the Duck Derby held by the American Cancer Society in memory of his late wife, Betty, and

WHEREAS, Benjamin P. Roosa, Jr. served on the Dutchess County Legislature for the Town of East Fishkill and as New York State Assemblyman for the 100th District where he sponsored legislation which created the Environmental Center at Stonykill and was also awarded the American Civil Liberties Freshman of the Year designation, and

WHEREAS, interested in preserving the past, Benjamin P. Roosa, Jr. was a member of the Beacon Historical Society, the Huguenot Historical Society, as well as the Fishkill and East Fishkill Historical Societies, and

WHEREAS, Benjamin P. Roosa, Jr. was a member of Beacon Lodge 283 of the Free and Accepted Masons, the Hopewell Reformed Church, the New York State and Dutchess County Bar Associations, and the Republican Club of the Town of East Fishkill, and

WHEREAS, Benjamin's passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Benjamin P. Roosa, Jr., and be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Benjamin P. Roosa, Jr.

STATE OF NEW YORK Resolution No. 2019271

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 15th day of October 2019, 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 15th day of October 2019.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY LEGISLATURE

Condolence: Edgar K. Waaler

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature has learned with sadness and regret of the recent death of Edgar K. Waaler on September 26, 2019, at the age of 81, and

WHEREAS, Edgar K. Waaler was born on September 22, 1938, in Brooklyn, New York and was the son of the late Edgar Waaler and Oddny (Hansen) Waaler, and

WHEREAS, Edgar K. Waaler graduated from Massapequa High School and attended Dutchess Community College, and

WHEREAS, Edgar K. Waaler served his country in the United States Army, and

WHEREAS, Edgar K. Waaler was an Assistant Civil Engineer and retired from the Dutchess County Department of Public Works, and

WHEREAS, Edgar's lifelong hobbies included classic cars and bowling, and

WHEREAS, Edgar's passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Edgar K. Waaler, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Edgar K. Waaler.

STATE OF NEW YORK Resolution No. 2019272

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 15th day of October 2019, 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 15th day of October 2019.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

On motion by Assistant Majority Leader Bolner, duly seconded by Majority Leader Sagliano, and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non-agenda items.

Constantine Kazolias, City of Poughkeepsie, spoke in support of a mobile cat neutering unit.

Charles Davenport spoke regarding socialism. Copy of comments attached.

Michele Pheil, Probation Officer, spoke in support of the Legislature passing 207C, line of duty benefit, for peace officers.

Mary Ellen McCue, Senior Probation Officer, spoke in support of the Legislature passing 207C, line of duty benefit, for peace officers.

Letter from Tom A. Sisson, Probation Officer unable to attend meeting, read into the minutes in support of the Legislature passing 207C, line of duty benefit, for peace officers. Copy of letter attached.

Leah, Dutchess County residents, spoke regarding her trauma of being a rape victim and the need for trauma informed investigators.

Frank Haverkamp, Senior Probation Office, spoke in support of the Legislature passing 207C, line of duty benefit, for peace officers.

Anthony Adamo, CSEA Regional 3 President, spoke in support of the Legislature passing 207C, line of duty benefit, for peace officers.

No one wishing to speak, on motion by Assistant Majority Leader Bolner, duly seconded by Majority Leader Sagliano and carried, the Regular Order of Business was resumed.

There being no further business, the Chair adjourned the meeting at 7:58 p.m. in memory of Benjamin P. Roosa, Jr., and Edgar K. Waaler.

In New York and Washington, **radical Democrats** are passing a **socialist agenda** that will make Dutchess County

less safe, less prosperous, and less free.

Government-run Healthcare. Free College Tuition. Open Borders.
Voting Rights and Driver's Licenses for Illegal Immigrants.
Legalized Prostitution. Confiscation. Paroling Cop Killers and Child Rapists.

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October 15, 2019

Dutchess County Legislature
22 Market Street
Poughkeepsie, NY 12601

To the Dutchess County Legislature:

Your time is valuable, and I thank you in advance for attention. My name is Thomas Sisson, and I have been serving Dutchess County as a Probation Officer for over 14 years. During that time, I have had very few physical encounters, thankfully, and have been fortunate in that at no time during my years of service, have I been significantly injured on the job. This is certainly a blessing I do not take lightly for several reasons, including that I am the sole financial provider for a family of four.

A fellow officer and friend of mine, Michele Pfeil, has not been so fortunate. She, like myself, probably never thought that something as tragic as the attack she suffered would ever happen. Against the odds, that attack did happen, and to make matters exponentially worse, the real tragedy has been that she has suffered for over 15 months without the support she is afforded by 207C legislation. In addition to the physical and emotional strains she still faces every single day, she's experiencing a literal battle of "insult to injury."

Though I cannot make tangible Michele's story and the heartbreak that it encompasses the way only she can, I would like to bring your attention to how her tragedy has impacted the lives of those who serve as Probation Officers here in Dutchess County.

I can begin by sharing a personal story of my own, which occurred on June 30th, 2018. The day before, my family welcomed our youngest child, who was born at Northern Dutchess Hospital. I was about to be the first Dutchess County employee to be able to take advantage of an eight week paternity leave at full pay. While we remained in the hospital recovering, Michele was being wheeled off of an ambulance down the hall at the same hospital, with her flesh torn to pieces by attack dogs, nearly losing her life from blood loss. She, too, would be taking some time off. The sickening piece to this story is that Michele, who nearly died while conducting the duties of a Probation Officer, would exhaust every minute of benefit time she had earned during her decades of service in the months to pass before she was even eligible for compensation.

Now that we are all keenly aware of how it can be to serve without the protection of 207C, things are different. Michele was left to fend for herself, with no real assistance from this County, despite her sacrifice. The same thing would happen to any one of us if we are injured on the job. This is an awareness that inherently interferes with our ability to do our jobs that we've sworn to do. After all, there is no protection for ourselves and our families in the event we are injured.

In brief, I implore you to pass 207c legislation. Please help protect us, so that we can continue to protect the people of Dutchess County.

Respectfully,

Thomas A. Sisson