

# 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 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 5 - Town of Poughkeepsie	Roman	✓		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	✓		
District 24 - Towns of Dover and Union Vale	Surman		✓	
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	✓		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	✓		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓		
District 16 - Town of Fishkill and City of Beacon	Zernike	✓		
Present: <u>23</u>	Total:	23	2	1
Absent: <u>2</u>				
Vacant: <u>0</u>				

Date: 9/12/18

Regular Meeting  
of the  
Dutchess County Legislature



Wednesday, September 12, 2018

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

Roll Call by the Clerk of the Legislature

PRESENT:           23           Black, Bolner, Borchert, Brendli, Edwards,  
Garito, Horton, Houston, Incoronato, Jeter-  
Jackson, Johnson, Llaverias, Metzger, Miccio,  
Munn, Page, Pulver, Roman, Sagliano, Thomes,  
Truitt, Tyner, Zernike

ABSENT:            1           Surman

PRESENT, LATE:  1           Amparo

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Reverend Adrian Brewington of Community United Methodist Church in Poughkeepsie, followed by a moment of silent meditation.

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

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

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

The August 2018 minutes were adopted.

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

None.

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

## **COMMUNICATIONS RECEIVED FOR THE SEPTEMBER 2018 BOARD MEETING**

Received from County Clerk, Mortgage Tax Report

Received from the New York State Department of Environmental Conservation, Notice of Public Hearing, Issues Conference, and Adjudicatory Hearing Regarding Mining Reclamation activities on Property Immediately West of NYS Route 22 and South of West Duncan Hill Road, Approximately 2.75 Miles South of the Hamlet of Dover Plains, Dutchess County, New York

Received from Budget Director, Contingency and Capital Reserve Account Status

Received from Village of Tivoli, Resolution No. 31, Resolution to Adopt a SEQRA Determination of Significance (Negative Declaration) For Tivoli Water System Project and the Tivoli Wastewater System Project

Received from New York State Department of Taxation and Finance, List of Certified 2018 State Equalization Rates, August 3, 2018

**Dutchess County Clerk  
Mortgage Tax Detail Ledger**

8/1/2018 - 8/31/2018

**250 Mortgage Tax County per Tax District**

<b>Name</b>	<b>Total</b>
Amenia	\$19,475.00
Beekman	\$20,056.50
Clinton	\$11,436.50
Dover	\$8,899.00
East Fishkill	\$101,045.61
Fishkill	\$60,331.00
Hyde Park	\$29,170.00
La Grange	\$48,318.46
Milan	\$8,831.89
North East	\$7,683.50
Pawling	\$14,790.00
Pine Plains	\$5,480.00
Pleasant Valley	\$17,675.50
Red Hook	\$17,748.50
Rhinebeck	\$50,592.41
Stanford	\$9,040.49
Town of Poughkeepsie	\$75,706.50
Union Vale	\$16,259.01
Wappinger	\$47,271.42
Washington	\$21,713.51
City of Beacon	\$41,315.00
City of Poughkeepsie	\$28,074.00
Other	\$0.00
<b>Total Mortgage Tax</b>	<b>\$660,913.80</b>

**Account Totals**

<b>Account</b>	<b>Description</b>	<b>Total</b>
250	Mortgage Tax County	\$660,913.80
260	Mortgage Tax MTA Share	\$381,273.18
270	SONYMA	\$37,859.00
275	1-6 Family	\$253,084.15
276	Mortgage Tax Local	\$0.00
280	Mortgage Tax Held	\$9,174.70
<b>Total Tax</b>		<b>\$1,342,304.83</b>

**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 18 to Sep 18

Town	April 2018	May	June	July	August	September	Total for six months
Amenia	\$6,099.50	\$0.00	\$31,165.50	\$11,496.50	\$19,475.00		\$68,236.50
Beekman	\$27,138.89	\$20,425.50	\$23,838.43	\$33,907.00	\$20,056.50		\$125,366.32
Clinton	\$6,784.25	\$7,877.05	\$13,101.93	\$4,687.50	\$11,436.50		\$43,887.23
Dover	\$23,289.00	\$27,038.00	\$4,809.00	\$9,861.50	\$8,899.00		\$73,896.50
East Fishkill	\$261,510.44	\$65,086.50	\$98,561.38	\$114,894.50	\$101,045.61		\$641,098.43
Fishkill	\$43,248.82	\$46,366.00	\$22,253.00	\$40,805.50	\$60,331.00		\$213,004.32
Hyde Park	\$24,605.15	\$41,301.68	\$23,561.61	\$27,511.00	\$29,170.00		\$146,149.44
LaGrange	\$28,324.76	\$51,794.58	\$33,304.38	\$46,159.00	\$48,318.46		\$207,901.18
Milan	\$3,450.00	\$2,560.00	\$3,995.50	\$8,878.00	\$8,831.89		\$27,715.39
North East	\$5,380.50	\$2,590.00	\$1,794.00	\$2,138.50	\$7,683.50		\$19,586.50
Pawling	\$14,804.00	\$14,252.50	\$8,726.00	\$21,596.50	\$14,790.00		\$74,169.00
Pine Plains	\$4,046.00	\$4,716.00	\$6,398.00	\$6,855.00	\$5,480.00		\$27,495.00
Pleasant Valley	\$14,519.30	\$17,866.50	\$14,516.12	\$14,194.00	\$17,675.50		\$78,771.42
Red Hook	\$13,601.00	\$11,192.50	\$15,221.50	\$24,312.50	\$17,748.50		\$82,076.00
Rhinebeck	\$16,093.35	\$17,616.32	\$81,101.96	\$20,703.00	\$50,592.41		\$186,107.04
Stanford	\$22,275.25	\$3,247.00	\$8,679.00	\$4,915.50	\$9,040.49		\$48,157.24
Town of Poughkeepsie	\$175,155.90	\$66,194.00	\$41,084.03	\$94,475.50	\$75,706.50		\$452,615.93
Union Vale	\$13,449.00	\$7,503.92	\$5,439.07	\$20,026.50	\$16,259.01		\$62,677.50
Wappinger	\$43,021.39	\$66,312.00	\$37,392.62	\$70,419.50	\$47,271.42		\$264,416.93
Washington	\$9,033.00	\$14,350.45	\$15,308.50	\$10,944.00	\$21,713.51		\$71,349.46
City Beacon	\$84,056.50	\$25,693.50	\$33,991.50	\$40,446.00	\$41,315.00		\$225,502.50
City Poughkeepsie	\$23,501.50	\$26,874.50	\$32,312.11	\$27,116.00	\$28,074.00		\$137,878.11
Other			\$2,500.00	\$0.00	\$0.00		
<b>Total</b>	<b>\$863,387.50</b>	<b>\$540,858.50</b>	<b>\$559,055.14</b>	<b>\$ 656,343.00</b>	<b>\$ 660,913.80</b>	<b>\$ -</b>	<b>\$ 3,278,057.94</b>
County Tax	\$863,387.50	\$ 540,858.50	\$ 559,055.14	\$ 656,343.00	\$ 660,913.80	\$ -	\$ 3,278,057.94
MTA	\$503,358.80	\$309,703.80	\$332,986.15	\$375,678.30	\$381,273.18		\$1,903,000.23
Special Add	\$207,529.00	\$46,645.00	\$97,421.44	\$37,440.50	\$37,859.00		\$426,894.94
1-6 Family	\$191,217.00	\$187,287.00	\$148,964.13	\$246,692.75	\$253,084.15		\$1,027,245.03
Local Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Taxes Held	\$15,184.95	\$15,325.75	\$11,104.95	\$23,634.70	\$9,174.70		\$74,425.05
Ret/Out Cnty							
<b>Total</b>	<b>\$ 1,780,677.25</b>	<b>\$ 1,099,820.05</b>	<b>\$ 1,149,531.81</b>	<b>\$ 1,339,789.25</b>	<b>\$ 1,342,304.83</b>	<b>\$ -</b>	<b>\$ 6,709,623.19</b>
MTA Take	\$ 694,575.80	\$ 496,990.80	\$ 481,950.28	\$ 622,371.05	\$ 634,357.33	\$ -	\$ 2,930,245.26

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
24810	8/1/2018	Mortgagor: LOPEZ DANNY Mortgagee: HOMESTEAD FUNDING CORP		
	Serial # DJ2321	Doc # 01-2018-4798	\$294,566.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,473.00	East Fishkill
	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	
24827	8/1/2018	Mortgagor: POOLE LEILA R Mortgagee: TD BANK NA		
	Serial # DJ2320	Doc # 01-2018-4799	\$172,800.00	1-2 Family Residence
	276	Mortgage Tax Local	\$0.00	
	275	1-6 Family	\$432.00	
	260	Mortgage Tax MTA Share	\$488.40	
	250	Mortgage Tax County	\$864.00	Hyde Park
			\$1,784.40	
		Receipt Total:	\$1,784.40	
24830	8/1/2018	Mortgagor: SCHINELLA DAVID M Mortgagee: POPULAR BANK		
	Serial # DJ2322	Doc # 01-2018-4800	\$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	
24833	8/1/2018	Mortgagor: 730 RT9 FISHKILL LLC Mortgagee: OCEANFIRST BANK NA		
	Serial # DJ2323	Doc # 01-2018-4801	\$618,750.00	(NE) Commercial
	250	Mortgage Tax County	\$3,093.50	Fishkill
	260	Mortgage Tax MTA Share	\$1,856.10	
	270	SONYMA	\$1,546.75	
	276	Mortgage Tax Local	\$0.00	
			\$6,496.35	
		Receipt Total:	\$6,496.35	
24842	8/1/2018	Mortgagor: LIEW CHUEN YEN Mortgagee: QUICKEN LOANS INC		
	Serial # DJ2324	Doc # 01-2018-4804	\$250,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,250.00	Fishkill
	260	Mortgage Tax MTA Share	\$720.00	
	275	1-6 Family	\$625.00	

## Dutchess County Clerk Mortgage Tax Report

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$2,595.00
			Receipt Total: \$2,595.00
24869	8/1/2018	Mortgagor: SCHECKNER PETER H Mortgagee: MID HUDSON VALLEY FCU	
		Serial # DJ2325	Doc # 01-2018-4805 \$200,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$1,000.00 Clinton
		260	Mortgage Tax MTA Share \$570.00
		276	Mortgage Tax Local \$0.00
			\$1,570.00
			Receipt Total: \$1,570.00
24870	8/1/2018	Mortgagor: FAUCI DOMINIC A Mortgagee: LOANDEPOT COM LLC	
		Serial # DJ2326	Doc # 01-2018-4806 \$183,000.00 1-2 Family Residence
		250	Mortgage Tax County \$915.00 La Grange
		260	Mortgage Tax MTA Share \$519.00
		275	1-6 Family \$457.50
		276	Mortgage Tax Local \$0.00
			\$1,891.50
			Receipt Total: \$1,891.50
24877	8/1/2018	Mortgagor: PERSAUD OLIVIA A Mortgagee: RHINEBECK BANK	
		Serial # DJ2327	Doc # 01-2018-4808 \$219,700.00 1-2 Family Residence
		250	Mortgage Tax County \$1,098.50 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$629.10
		275	1-6 Family \$549.25
		276	Mortgage Tax Local \$0.00
			\$2,276.85
24877	8/1/2018	Mortgagor: PERSAUD OLIVIA A Mortgagee: RHINEBECK BANK	
		Serial # DJ2328	Doc # 01-2018-4809 \$6,794.00 1-2 Family Residence
		250	Mortgage Tax County \$34.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$0.00
		275	1-6 Family \$17.00
		276	Mortgage Tax Local \$0.00
			\$51.00
			Receipt Total: \$2,327.85
24879	8/1/2018	Mortgagor: ROMASCO MATTHEW P Mortgagee: TD BANK NA	
		Serial # DJ2329	Doc # 01-2018-4810 \$251,750.00 1-2 Family Residence
		250	Mortgage Tax County \$1,258.50 Wappinger
		260	Mortgage Tax MTA Share \$725.10

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		275	1-6 Family	\$629.25
		276	Mortgage Tax Local	\$0.00
				\$2,612.85
			Receipt Total:	\$2,612.85
24888	8/1/2018	Mortgagor: DEWING EMMA K Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2330	Doc # 01-2018-4811	\$45,900.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$229.50 City of Beacon
		260	Mortgage Tax MTA Share	\$107.70
		276	Mortgage Tax Local	\$0.00
				\$337.20
			Receipt Total:	\$337.20
24893	8/1/2018	Mortgagor: HILLTOP WEST HOLDING CORP Mortgagee: ADVANTAGE CAPITAL LLC		
		Serial # DJ2331	Doc # 01-2018-4812	\$225,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,125.00 La Grange
		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
24896	8/1/2018	Mortgagor: MARINARO PETER Mortgagee: MAHOPAC BANK		
		Serial # DJ2332	Doc # 01-2018-4813	\$47,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$235.00 Beekman
		260	Mortgage Tax MTA Share	\$111.00
		275	1-6 Family	\$117.50
		276	Mortgage Tax Local	\$0.00
				\$463.50
			Receipt Total:	\$463.50
24897	8/1/2018	Mortgagor: COLANDREA JENNIFER M Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2333	Doc # 01-2018-4814	\$40,000.00 (E) CR Un/Nat Pr
		276	Mortgage Tax Local	\$0.00
		260	Mortgage Tax MTA Share	\$90.00
		250	Mortgage Tax County	\$200.00 City of Beacon
				\$290.00
			Receipt Total:	\$290.00
24899	8/1/2018	Mortgagor: JONES WALTER G Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2334	Doc # 01-2018-4815	\$80,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$400.00 Hyde Park
		260	Mortgage Tax MTA Share	\$210.00

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$610.00
			Receipt Total: \$610.00
24910	8/1/2018	Mortgagor: SANTOVENIA ROLANDO L Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2335 Doc # 01-2018-4816	\$15,000.00 (E) CR Un/Nat Pr
		250 Mortgage Tax County	\$75.00 Fishkill
		260 Mortgage Tax MTA Share	\$15.00
		276 Mortgage Tax Local	\$0.00
			\$90.00
			Receipt Total: \$90.00
24915	8/1/2018	Mortgagor: BATES CARLTON P Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2336 Doc # 01-2018-4817	\$23,256.00 (E) CR Un/Nat Pr
		250 Mortgage Tax County	\$116.50 Town of Poughkeepsie
		260 Mortgage Tax MTA Share	\$39.90
		276 Mortgage Tax Local	\$0.00
			\$156.40
			Receipt Total: \$156.40
24916	8/1/2018	Mortgagor: GARTELMANN ERIC R Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2337 Doc # 01-2018-4818	\$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
24929	8/1/2018	Mortgagor: HENRY GREG Mortgagee: QUICKEN LOANS INC	
		Serial # DJ2338 Doc # 01-2018-4821	\$485,347.00 1-2 Family Residence
		250 Mortgage Tax County	\$2,426.50 East Fishkill
		260 Mortgage Tax MTA Share	\$1,425.90
		275 1-6 Family	\$1,213.25
		276 Mortgage Tax Local	\$0.00
			\$5,065.65
			Receipt Total: \$5,065.65
24933	8/1/2018	Mortgagor: MEIER DONNA A Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2339 Doc # 01-2018-4822	\$50,000.00 (E) CR Un/Nat Pr
		250 Mortgage Tax County	\$250.00 Hyde Park
		260 Mortgage Tax MTA Share	\$120.00

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		276	Mortgage Tax Local	\$0.00
				\$370.00
			Receipt Total:	\$370.00
24935	8/1/2018	Mortgagor: KANNAMBADI DINESH Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2340	Doc # 01-2018-4823	\$150,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$750.00 Wappinger
		260	Mortgage Tax MTA Share	\$420.00
		276	Mortgage Tax Local	\$0.00
				\$1,170.00
			Receipt Total:	\$1,170.00
24941	8/1/2018	Mortgagor: CONTE NICHOLAS J Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2341	Doc # 01-2018-4824	\$45,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$225.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$105.00
		276	Mortgage Tax Local	\$0.00
				\$330.00
			Receipt Total:	\$330.00
24946	8/1/2018	Mortgagor: BUETI RACHAEL M Mortgagee: ENVOY MORTGAGE LTD		
		Serial # DJ2342	Doc # 01-2018-4825	\$225,834.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,129.00 Pawling
		260	Mortgage Tax MTA Share	\$647.40
		275	1-6 Family	\$564.50
		276	Mortgage Tax Local	\$0.00
				\$2,340.90
			Receipt Total:	\$2,340.90
24955	8/2/2018	Mortgagor: KEVIN CURRY TRUST Mortgagee: HOLZBERG SUZANNE		
		Serial # DJ2343	Doc # 01-2018-4826	\$164,000.00 (NE) Commercial
		250	Mortgage Tax County	\$820.00 Rhinebeck
		260	Mortgage Tax MTA Share	\$492.00
		270	SONYMA	\$410.00
		276	Mortgage Tax Local	\$0.00
				\$1,722.00
			Receipt Total:	\$1,722.00
24957	8/2/2018	Mortgagor: STEVENS WILLIAM R Mortgagee: SALISBURY BANK & TRUST CO		
		Serial # DJ2344	Doc # 01-2018-4827	\$288,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,440.00 Pine Plains

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		260	Mortgage Tax MTA Share	\$834.00
		275	1-6 Family	\$720.00
		276	Mortgage Tax Local	\$0.00
				\$2,994.00
		Receipt Total:		\$2,994.00
24961	8/2/2018	Mortgagor: BLACKBURN KYLE R Mortgagee: KEYBANK NATL ASSOC		
		Serial # DJ2345	Doc # 01-2018-4828	\$223,250.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,116.00 Red Hook
		260	Mortgage Tax MTA Share	\$639.60
		275	1-6 Family	\$558.00
		276	Mortgage Tax Local	\$0.00
				\$2,313.60
		Receipt Total:		\$2,313.60
24963	8/2/2018	Mortgagor: LYNCH ERIC Mortgagee: QUICKEN LOANS INC		
		Serial # DJ2346	Doc # 01-2018-4829	\$262,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,310.00 Rhinebeck
		260	Mortgage Tax MTA Share	\$756.00
		275	1-6 Family	\$655.00
		276	Mortgage Tax Local	\$0.00
				\$2,721.00
		Receipt Total:		\$2,721.00
24964	8/2/2018	Mortgagor: KELLY SKEEN CATHERINE M Mortgagee: ULSTER SVGS BANK		
		Serial # DJ2347	Doc # 01-2018-4830	\$274,995.00 1-2 Family Residence
		276	Mortgage Tax Local	\$0.00
		275	1-6 Family	\$687.50
		260	Mortgage Tax MTA Share	\$795.00
		250	Mortgage Tax County	\$1,375.00 Hyde Park
				\$2,857.50
		Receipt Total:		\$2,857.50
24966	8/2/2018	Mortgagor: KLINGER WILLIAM Mortgagee: SH REAL ESTATE HOLDING CORP		
		Serial # DJ2348	Doc # 01-2018-4831	\$80,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$400.00 La Grange
		260	Mortgage Tax MTA Share	\$210.00
		275	1-6 Family	\$200.00
		276	Mortgage Tax Local	\$0.00
				\$810.00
		Receipt Total:		\$810.00

**Dutchess County Clerk  
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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
24971	8/2/2018	Mortgagor: GUTTMAN JACOB		
		Mortgagee: RHINEBECK BANK		
	Serial # DJ2349	Doc # 01-2018-4832	\$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	
24975	8/2/2018	Mortgagor: MCKENNA JAMES J SR		
		Mortgagee: PLAZA HOME MORTGAGE INC		
	Serial # DJ2350	Doc # 01-2018-4833	\$152,625.00	1-2 Family Residence
	250	Mortgage Tax County	\$763.00	Hyde Park
	260	Mortgage Tax MTA Share	\$427.80	
	275	1-6 Family	\$381.50	
	276	Mortgage Tax Local	\$0.00	
			\$1,572.30	
		Receipt Total:	\$1,572.30	
25005	8/2/2018	Mortgagor: CARACCI GIACINTO		
		Mortgagee: HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DJ2351	Doc # 01-2018-4834	\$274,928.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,374.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$794.70	
	275	1-6 Family	\$687.25	
	276	Mortgage Tax Local	\$0.00	
			\$2,856.45	
		Receipt Total:	\$2,856.45	
25006	8/2/2018	Mortgagor: ALEXANDER DRAGA SHAKIRA A		
		Mortgagee: JPMORGAN CHASE BANK NA		
	Serial # DJ2352	Doc # 01-2018-4835	\$166,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$830.00	Fishkill
	260	Mortgage Tax MTA Share	\$468.00	
	275	1-6 Family	\$415.00	
	276	Mortgage Tax Local	\$0.00	
			\$1,713.00	
		Receipt Total:	\$1,713.00	
25008	8/2/2018	Mortgagor: PRATT JEREMY D		
		Mortgagee: HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DJ2353	Doc # 01-2018-4836	\$9,845.09	1-2 Family Residence
	250	Mortgage Tax County	\$49.00	La Grange
	260	Mortgage Tax MTA Share	\$0.00	
	275	1-6 Family	\$24.50	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$73.50
		Receipt Total:	\$73.50
25009	8/2/2018	Mortgagor: DOTTERER MARK R Mortgagee: NAVY FCU	
		Serial # DJ2354	Doc # 01-2018-4838 \$365,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$1,825.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$1,065.00
		276	Mortgage Tax Local \$0.00
			\$2,890.00
		Receipt Total:	\$2,890.00
25010	8/2/2018	Mortgagor: PEK COURTNEY Mortgagee: PRIMELENDING	
		Serial # DJ2355	Doc # 01-2018-4839 \$288,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,440.00 La Grange
		260	Mortgage Tax MTA Share \$834.00
		275	1-6 Family \$720.00
		276	Mortgage Tax Local \$0.00
			\$2,994.00
		Receipt Total:	\$2,994.00
25012	8/2/2018	Mortgagor: SIMMONS BROOKE M Mortgagee: PRIMELENDING	
		Serial # DJ2356	Doc # 01-2018-4840 \$301,500.00 1-2 Family Residence
		250	Mortgage Tax County \$1,507.50 City of Beacon
		260	Mortgage Tax MTA Share \$874.50
		275	1-6 Family \$753.75
		276	Mortgage Tax Local \$0.00
			\$3,135.75
		Receipt Total:	\$3,135.75
25017	8/2/2018	Mortgagor: CASTORF HEATHER Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2357	Doc # 01-2018-4841 \$131,000.00 (E) CR Un/Nat Pr
		276	Mortgage Tax Local \$0.00
		260	Mortgage Tax MTA Share \$363.00
		250	Mortgage Tax County \$655.00 Wappinger
			\$1,018.00
25017	8/2/2018	Mortgagor: CASTORF HEATHER Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2358	Doc # 01-2018-4842 \$8,000.00 (E) CR Un/Nat Pr
		276	Mortgage Tax Local \$0.00
		260	Mortgage Tax MTA Share \$0.00

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		250	Mortgage Tax County \$40.00 Wappinger
			\$40.00
		Receipt Total:	\$1,058.00
25020	8/2/2018	Mortgagor: WETZELBERGER DARLENE F Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2359	Doc # 01-2018-4843 \$9,014.37 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$45.00 Fishkill
		260	Mortgage Tax MTA Share \$0.00
		276	Mortgage Tax Local \$0.00
			\$45.00
		Receipt Total:	\$45.00
25022	8/2/2018	Mortgagor: MCFARLANE ANTHONY Mortgagee: TRUSTCO BANK	
		Serial # DJ2360	Doc # 01-2018-4845 \$436,905.00 1-2 Family Residence
		250	Mortgage Tax County \$2,184.50 La Grange
		260	Mortgage Tax MTA Share \$1,280.70
		275	1-6 Family \$1,092.25
		276	Mortgage Tax Local \$0.00
			\$4,557.45
		Receipt Total:	\$4,557.45
25036	8/2/2018	Mortgagor: SENKEN WILLIAM P Mortgagee: SPECIALIZED LOAN SERVICING LLC	
			Comments: INSTRUMENT NOT ENTITLED TO BE RECORDED PER NYS TAX LAW SECTION 258a
		Serial # DJ2361	Doc # 01-2018-4846 \$25,839.42 1-2 Family Residence
		250	Mortgage Tax County \$129.00 Red Hook
		260	Mortgage Tax MTA Share \$77.40
		275	1-6 Family \$64.50
		276	Mortgage Tax Local \$0.00
			\$270.90
		Receipt Total:	\$270.90
25040	8/2/2018	Mortgagor: SENKEN WILLIAM P Mortgagee: SPECIALIZED LOAN SERVICING LLC	
			Comments: INSTRUMENT NOT ENTITLED TO BE RECORDED PER NYS TAX LAW SECTION 258a
		Serial # DJ2362	Doc # 01-2018-4847 \$23,782.76 1-2 Family Residence
		250	Mortgage Tax County \$119.00 Red Hook
		260	Mortgage Tax MTA Share \$71.40
		275	1-6 Family \$59.50
		276	Mortgage Tax Local \$0.00
			\$249.90
		Receipt Total:	\$249.90

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
25050	8/2/2018	Mortgagor:	SENKEN WILLIAM P	Comments: INSTRUMENT NOT ENTITLED TO BE RECORDED PER NYS TAX LAW SECTION 258a
		Mortgagee:	SPECIALIZED LOAN SERVICING LLC	
		Serial #	DJ2364	
			Doc # 01-2018-4849	\$46,602.32 1-2 Family Residence
		250	Mortgage Tax County	\$233.00 Red Hook
		260	Mortgage Tax MTA Share	\$139.80
		275	1-6 Family	\$116.50
		276	Mortgage Tax Local	\$0.00
				\$489.30
			Receipt Total:	\$489.30
25072	8/3/2018	Mortgagor:	MCDERMOTT ANDREW	
		Mortgagee:	RHINEBECK BANK	
		Serial #	DJ2365	
			Doc # 01-2018-4850	\$125,750.00 1-2 Family Residence
		250	Mortgage Tax County	\$628.50 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$347.10
		275	1-6 Family	\$314.25
		276	Mortgage Tax Local	\$0.00
				\$1,289.85
			Receipt Total:	\$1,289.85
25078	8/3/2018	Mortgagor:	FIGMAN ROBERT J	
		Mortgagee:	WINTRUST MORTGAGE	
		Serial #	DJ2367	
			Doc # 01-2018-4851	\$198,400.00 1-2 Family Residence
		250	Mortgage Tax County	\$992.00 Rhinebeck
		260	Mortgage Tax MTA Share	\$565.20
		275	1-6 Family	\$496.00
		276	Mortgage Tax Local	\$0.00
				\$2,053.20
			Receipt Total:	\$2,053.20
25080	8/3/2018	Mortgagor:	SCHIMITSCH JOHN	
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC	
		Serial #	DJ2368	
			Doc # 01-2018-4852	\$215,475.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,077.50 La Grange
		260	Mortgage Tax MTA Share	\$616.50
		275	1-6 Family	\$538.75
		276	Mortgage Tax Local	\$0.00
				\$2,232.75
			Receipt Total:	\$2,232.75
25082	8/3/2018	Mortgagor:	SOLTYS RICHARD	
		Mortgagee:	AFMC MORTGAGE	
		Serial #	DJ2369	
			Doc # 01-2018-4853	\$167,500.00 1-2 Family Residence
		250	Mortgage Tax County	\$837.50 Pleasant Valley
		260	Mortgage Tax MTA Share	\$472.50

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		275	1-6 Family	\$418.75
		276	Mortgage Tax Local	\$0.00
				\$1,728.75
			Receipt Total:	\$1,728.75
25083	8/3/2018	Mortgagor: RAMOS SANTOS		
		Mortgagee: INTERSTATE HOME LOAN CENTER INC		
		Serial # DJ2370	Doc # 01-2018-4854	\$207,668.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,038.50 Hyde Park
		260	Mortgage Tax MTA Share	\$593.10
		275	1-6 Family	\$519.25
		276	Mortgage Tax Local	\$0.00
				\$2,150.85
			Receipt Total:	\$2,150.85
25091	8/3/2018	Mortgagor: DURLAND KEVIN P		
		Mortgagee: RHINEBECK BANK		
		Serial # DJ2371	Doc # 01-2018-4855	\$350,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,750.00 Union Vale
		260	Mortgage Tax MTA Share	\$1,020.00
		275	1-6 Family	\$875.00
		276	Mortgage Tax Local	\$0.00
				\$3,645.00
			Receipt Total:	\$3,645.00
25092	8/3/2018	Mortgagor: ARMSTRONG SARAH		
		Mortgagee: PRIMELENDING		
		Serial # DJ2372	Doc # 01-2018-4856	\$148,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$740.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$414.00
		275	1-6 Family	\$370.00
		276	Mortgage Tax Local	\$0.00
				\$1,524.00
			Receipt Total:	\$1,524.00
25094	8/3/2018	Mortgagor: SCHERER RABASCO DEBORAH		
		Mortgagee: M & T BANK		
		Serial # DJ2373	Doc # 01-2018-4857	\$130,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$650.00 La Grange
		260	Mortgage Tax MTA Share	\$360.00
		275	1-6 Family	\$325.00
		276	Mortgage Tax Local	\$0.00
				\$1,335.00
			Receipt Total:	\$1,335.00
25095	8/3/2018	Mortgagor: TAN NIXON		
		Mortgagee: SUMMIT MORTGAGE BANKERS INC		
		Serial # DJ2374	Doc # 01-2018-4858	\$406,800.00 1-2 Family Residence
		250	Mortgage Tax County	\$2,034.00 Union Vale

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		260	Mortgage Tax MTA Share \$1,190.40
		275	1-6 Family \$1,017.00
		276	Mortgage Tax Local \$0.00
			\$4,241.40
		Receipt Total:	\$4,241.40
25102	8/3/2018	Mortgagor: COHOON MICHAEL Mortgagee: SILVERMINE VENTURES LLC	
		Serial # DJ2375	Doc # 01-2018-4859 \$250,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,250.00 Fishkill
		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
25104	8/3/2018	Mortgagor: BROWN GARRETT W Mortgagee: JPMORGAN CHASE BANK NA	
		Serial # DJ2376	Doc # 01-2018-4860 \$262,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,310.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$756.00
		275	1-6 Family \$655.00
		276	Mortgage Tax Local \$0.00
			\$2,721.00
		Receipt Total:	\$2,721.00
25107	8/3/2018	Mortgagor: ZAMBELLI MELISSA ANN Mortgagee: QUICKEN LOANS INC	
		Serial # DJ2377	Doc # 01-2018-4861 \$218,400.00 1-2 Family Residence
		250	Mortgage Tax County \$1,092.00 Beekman
		260	Mortgage Tax MTA Share \$625.20
		275	1-6 Family \$546.00
		276	Mortgage Tax Local \$0.00
			\$2,263.20
		Receipt Total:	\$2,263.20
25110	8/3/2018	Mortgagor: ZAFFUTO CHRISTINA Mortgagee: TEG FCU	
		Serial # DJ2378	Doc # 01-2018-4862 \$227,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$1,135.00 Union Vale
		260	Mortgage Tax MTA Share \$651.00
		276	Mortgage Tax Local \$0.00
			\$1,786.00
		Receipt Total:	\$1,786.00

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
25119	8/3/2018	Mortgagor: SCALAMANDRE DOMENICA ROSA Mortgagee: PRIMELENDING		
	Serial # DJ2379	Doc # 01-2018-4863	\$266,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,330.00	Beekman
	260	Mortgage Tax MTA Share	\$768.00	
	275	1-6 Family	\$665.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,763.00	
		Receipt Total:	\$2,763.00	
25120	8/3/2018	Mortgagor: COVIELLO MARC A Mortgagee: USAA FED SVGS BANK		
	Serial # DJ2380	Doc # 01-2018-4864	\$225,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,125.00	Washington
	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	
25122	8/3/2018	Mortgagor: CRUZ MARCUS A Mortgagee: HOMESTEAD FUNDING CORP		
	Serial # DJ2381	Doc # 01-2018-4865	\$294,566.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,473.00	East Fishkill
	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	
25126	8/3/2018	Mortgagor: BERZINSKY JOHN V Mortgagee: TBI MORTGAGE CO		
	Serial # DJ2382	Doc # 01-2018-4866	\$125,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$625.00	Wappinger
	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	
25129	8/3/2018	Mortgagor: HALL KRISTIN Mortgagee: LUXURY MORTGAGE CORP		
	Serial # DJ2383	Doc # 01-2018-4867	\$305,250.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,526.00	Clinton
	260	Mortgage Tax MTA Share	\$885.60	
	275	1-6 Family	\$763.00	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		276	Mortgage Tax Local	\$0.00
				\$3,174.60
			Receipt Total:	\$3,174.60
25131	8/3/2018	Mortgagor: MARCUS MICHAEL E Mortgagee: WELLS FARGO BANK NA		
		Serial # DJ2384	Doc # 01-2018-4868	\$640,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$3,200.00 Pawling
		260	Mortgage Tax MTA Share	\$1,890.00
		275	1-6 Family	\$1,600.00
		276	Mortgage Tax Local	\$0.00
				\$6,690.00
			Receipt Total:	\$6,690.00
25132	8/3/2018	Mortgagor: MARTINEZ CHRISTOPHER Mortgagee: RONDOUT SVGS BANK		
		Serial # DJ2385	Doc # 01-2018-4869	\$296,120.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,480.50 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$858.30
		275	1-6 Family	\$740.25
		276	Mortgage Tax Local	\$0.00
				\$3,079.05
			Receipt Total:	\$3,079.05
25138	8/3/2018	Mortgagor: KUM KEN Mortgagee: TBI MORTGAGE CO		
		Serial # DJ2386	Doc # 01-2018-4870	\$566,614.00 1-2 Family Residence
		250	Mortgage Tax County	\$2,833.00 Beekman
		260	Mortgage Tax MTA Share	\$1,669.80
		275	1-6 Family	\$1,416.50
		276	Mortgage Tax Local	\$0.00
				\$5,919.30
			Receipt Total:	\$5,919.30
25139	8/3/2018	Mortgagor: BERNARDINO STEVE Mortgagee: BANK OF AMERICA NA		
		Serial # DJ2387	Doc # 01-2018-4871	\$264,400.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,322.00 Pleasant Valley
		260	Mortgage Tax MTA Share	\$763.20
		275	1-6 Family	\$661.00
		276	Mortgage Tax Local	\$0.00
				\$2,746.20
			Receipt Total:	\$2,746.20

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25153	8/3/2018	Mortgagor: DAHDAL ANDREA Mortgagee: PLAZA HOME MORTGAGE INC		
	Serial # DJ2388	Doc # 01-2018-4872	\$193,150.00	1-2 Family Residence
	250	Mortgage Tax County	\$965.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$549.30	
	275	1-6 Family	\$482.75	
	276	Mortgage Tax Local	\$0.00	
			\$1,997.55	
		Receipt Total:	\$1,997.55	
25155	8/3/2018	Mortgagor: TARTER MARJORIE A Mortgagee: SIERRA PACIFIC MORTGAGE CO INC		
	Serial # DJ2389	Doc # 01-2018-4873	\$260,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,300.00	Pine Plains
	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	
25156	8/3/2018	Mortgagor: ADELS SAMUEL M Mortgagee: TEG FCU		
	Serial # DJ2390	Doc # 01-2018-4874	\$264,400.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,322.00	City of Beacon
	260	Mortgage Tax MTA Share	\$763.20	
	276	Mortgage Tax Local	\$0.00	
			\$2,085.20	
		Receipt Total:	\$2,085.20	
25160	8/3/2018	Mortgagor: MOHAMMED FAKIR MOHAMMED ISMAIL SHERIFF Mortgagee: 2004 0000295 LLC		
	Serial # DJ2391	Doc # 01-2018-4875	\$424,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,120.00	East Fishkill
	260	Mortgage Tax MTA Share	\$1,242.00	
	275	1-6 Family	\$1,060.00	
	276	Mortgage Tax Local	\$0.00	
			\$4,422.00	
		Receipt Total:	\$4,422.00	
25161	8/3/2018	Mortgagor: KENT AARON L Mortgagee: SILVERMINE VENTURES LLC		
	Serial # DJ2392	Doc # 01-2018-4876	\$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	

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		276	Mortgage Tax Local	\$0.00
				\$3,456.00
			Receipt Total:	\$3,456.00
25171	8/3/2018	Mortgagor: HAIGHT HILL PARTNERS LLC Mortgagee: FARM CREDIT EAST ACA		
		Serial # DJ2393	Doc # 01-2018-4877	\$150,000.00 No Tax / Serial #
		250	Mortgage Tax County	\$0.00 Stanford
				\$0.00
			Receipt Total:	\$0.00
25172	8/3/2018	Mortgagor: YERKS FREDERICK A Mortgagee: TRUSTCO BANK		
		Serial # DJ2394	Doc # 01-2018-4878	\$290,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,450.00 East Fishkill
		260	Mortgage Tax MTA Share	\$840.00
		275	1-6 Family	\$725.00
		276	Mortgage Tax Local	\$0.00
				\$3,015.00
			Receipt Total:	\$3,015.00
25193	8/3/2018	Mortgagor: AR HUDSON VALLEY PROPERTIES LLC Mortgagee: PATCH OF LAND LENDING LLC		
		Serial # DJ2395	Doc # 01-2018-4879	\$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
25193	8/3/2018	Mortgagor: AR HUDSON VALLEY PROPERTIES LLC Mortgagee: PATCH OF LAND LENDING LLC		
		Serial # DJ2396	Doc # 01-2018-4881	\$146,500.00 1-2 Family Residence
		250	Mortgage Tax County	\$732.50 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$409.50
		275	1-6 Family	\$366.25
		276	Mortgage Tax Local	\$0.00
				\$1,508.25
			Receipt Total:	\$1,740.75
25211	8/6/2018	Mortgagor: WILSON TRISTAN M Mortgagee: MIDFIRST BANK		
		Serial # DJ2397	Doc # 01-2018-4882	\$8,024.31 1-2 Family Residence
		250	Mortgage Tax County	\$40.00 East Fishkill
		260	Mortgage Tax MTA Share	\$0.00
		275	1-6 Family	\$20.00

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		276	Mortgage Tax Local	\$0.00
				\$60.00
			Receipt Total:	\$60.00
25217	8/6/2018	Mortgagor: CHAMPION PROPERTIES INC Mortgagee: SIMSONS LTD		
		Serial # DJ2398	Doc # 01-2018-4883	\$102,500.00 1-2 Family Residence
		250	Mortgage Tax County	\$512.50 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$277.50
		275	1-6 Family	\$256.25
		276	Mortgage Tax Local	\$0.00
				\$1,046.25
			Receipt Total:	\$1,046.25
25220	8/6/2018	Mortgagor: BAILEY WAYNE Mortgagee: RESIDENTIAL HOME FUNDING CORP		
		Serial # DJ2399	Doc # 01-2018-4884	\$360,067.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,800.50 La Grange
		260	Mortgage Tax MTA Share	\$1,050.30
		275	1-6 Family	\$900.25
		276	Mortgage Tax Local	\$0.00
				\$3,751.05
			Receipt Total:	\$3,751.05
25226	8/6/2018	Mortgagor: GROVES GARY OWEN Mortgagee: PRIMELENDING		
		Serial # DJ2400	Doc # 01-2018-4885	\$280,233.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,401.00 Dover
		260	Mortgage Tax MTA Share	\$810.60
		275	1-6 Family	\$700.50
		276	Mortgage Tax Local	\$0.00
				\$2,912.10
			Receipt Total:	\$2,912.10
25227	8/6/2018	Mortgagor: SHEAFE WOODS REALTY LLC Mortgagee: PCSB BANK		
		Serial # DJ2401	Doc # 01-2018-4886	\$178,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$890.00 Wappinger
		260	Mortgage Tax MTA Share	\$504.00
		275	1-6 Family	\$445.00
		276	Mortgage Tax Local	\$0.00
				\$1,839.00
25227	8/6/2018	Mortgagor: SHEAFE WOODS REALTY LLC Mortgagee: PCSB BANK		
		Serial # DJ2402	Doc # 01-2018-4888	\$22,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$110.00 Wappinger

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		260	Mortgage Tax MTA Share \$36.00
		275	1-6 Family \$55.00
		276	Mortgage Tax Local \$0.00
			\$201.00
		Receipt Total:	\$2,040.00
25231	8/6/2018	Mortgagor: CHESTNUT CARL C Mortgagee: WEI MORTGAGE LLC	
		Serial # DJ2403	Doc # 01-2018-4890 \$364,083.00 1-2 Family Residence
		250	Mortgage Tax County \$1,820.50 Dover
		260	Mortgage Tax MTA Share \$1,062.30
		275	1-6 Family \$910.25
		276	Mortgage Tax Local \$0.00
			\$3,793.05
		Receipt Total:	\$3,793.05
25242	8/6/2018	Mortgagor: HERNANDEZ HUEBERT JR Mortgagee: FLAGSTAR BANK FSB	
		Serial # DJ2404	Doc # 01-2018-4891 \$244,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,220.00 Pleasant Valley
		260	Mortgage Tax MTA Share \$702.00
		275	1-6 Family \$610.00
		276	Mortgage Tax Local \$0.00
			\$2,532.00
		Receipt Total:	\$2,532.00
25246	8/6/2018	Mortgagor: POLESKI BRENT Mortgagee: FRIEDMAN FAMILY TRUST	
		Serial # DJ2405	Doc # 01-2018-4892 \$150,000.00 1-2 Family Residence
		250	Mortgage Tax County \$750.00 Stanford
		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
25252	8/6/2018	Mortgagor: STAGEMAN DANIEL Mortgagee: QUICKEN LOANS INC	
		Serial # DJ2406	Doc # 01-2018-4893 \$313,405.00 1-2 Family Residence
		250	Mortgage Tax County \$1,567.00 City of Beacon
		260	Mortgage Tax MTA Share \$910.20
		275	1-6 Family \$783.50
		276	Mortgage Tax Local \$0.00
			\$3,260.70
		Receipt Total:	\$3,260.70

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25253	8/6/2018	Mortgagor: DIFRANCESCO SUNRAY Mortgagee: FREEDOM MORTGAGE CORP		
	Serial # DJ2407	Doc # 01-2018-4894	\$190,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$950.00	Beekman
	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	
25256	8/6/2018	Mortgagor: PEART YUSUF M Mortgagee: ALLY BANK		
	Serial # DJ2408	Doc # 01-2018-4895	\$468,250.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,341.00	Pawling
	260	Mortgage Tax MTA Share	\$1,374.60	
	275	1-6 Family	\$1,170.50	
	276	Mortgage Tax Local	\$0.00	
			\$4,886.10	
		Receipt Total:	\$4,886.10	
25260	8/6/2018	Mortgagor: TAPIA EDUARDO ROSADO Mortgagee: TIAA FSB		
	Serial # DJ2409	Doc # 01-2018-4896	\$217,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,085.00	Hyde Park
	260	Mortgage Tax MTA Share	\$621.00	
	275	1-6 Family	\$542.50	
	276	Mortgage Tax Local	\$0.00	
			\$2,248.50	
		Receipt Total:	\$2,248.50	
25287	8/6/2018	Mortgagor: AVALON PDF LLC Mortgagee: RHINEBECK BANK		
	Serial # DJ2410	Doc # 01-2018-4897	\$400,000.00	(NE) Commercial
	250	Mortgage Tax County	\$2,000.00	City of Beacon
	260	Mortgage Tax MTA Share	\$1,200.00	
	270	SONYMA	\$1,000.00	
	276	Mortgage Tax Local	\$0.00	
			\$4,200.00	
		Receipt Total:	\$4,200.00	
25292	8/6/2018	Mortgagor: BAIRD POLLY E Mortgagee: ULSTER SVGS BANK		
	Serial # DJ2411	Doc # 01-2018-4900	\$288,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,440.00	Clinton
	260	Mortgage Tax MTA Share	\$834.00	
	275	1-6 Family	\$720.00	

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		276	Mortgage Tax Local \$0.00
			\$2,994.00
		Receipt Total:	\$2,994.00
25294	8/6/2018	Mortgagor: MILLER MICHAEL Mortgagee: TRUSTCO BANK	
		Serial # DJ2412	Doc # 01-2018-4901 \$161,100.00 1-2 Family Residence
		250	Mortgage Tax County \$805.50 City of Poughkeepsie
		260	Mortgage Tax MTA Share \$453.30
		275	1-6 Family \$402.75
		276	Mortgage Tax Local \$0.00
			\$1,661.55
		Receipt Total:	\$1,661.55
25354	8/6/2018	Mortgagor: CASCIO THOMAS J Mortgagee: JPMORGAN CHASE BANK NA	
		Serial # DJ2413	Doc # 01-2018-4902 \$100,000.00 1-2 Family Residence
		250	Mortgage Tax County \$500.00 Pleasant Valley
		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
25359	8/6/2018	Mortgagor: WILLIAMS DUANE A Mortgagee: WALDEN SVGS BANK	
		Serial # DJ2414	Doc # 01-2018-4903 \$12,730.00 1-2 Family Residence
		250	Mortgage Tax County \$63.50 East Fishkill
		260	Mortgage Tax MTA Share \$8.10
		275	1-6 Family \$31.75
		276	Mortgage Tax Local \$0.00
			\$103.35
		Receipt Total:	\$103.35
25360	8/6/2018	Mortgagor: ACARD MICHAEL Mortgagee: ULSTER SVGS BANK	
		Serial # DJ2415	Doc # 01-2018-4905 \$186,300.00 1-2 Family Residence
		250	Mortgage Tax County \$931.50 Hyde Park
		260	Mortgage Tax MTA Share \$528.90
		275	1-6 Family \$465.75
		276	Mortgage Tax Local \$0.00
			\$1,926.15
		Receipt Total:	\$1,926.15

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25363	8/6/2018	Mortgagor: MOLIN VICKY DAL Mortgagee: BANK OF AMERICA NA		
	Serial # DJ2416	Doc # 01-2018-4906	\$414,400.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,072.00	Hyde Park
	260	Mortgage Tax MTA Share	\$1,213.20	
	275	1-6 Family	\$1,036.00	
	276	Mortgage Tax Local	\$0.00	
			\$4,321.20	
		Receipt Total:	\$4,321.20	
25376	8/7/2018	Mortgagor: ZOBEL KAREN S Mortgagee: QUICKEN LOANS INC		
	Serial # DJ2417	Doc # 01-2018-4907	\$10,186.42	1-2 Family Residence
	250	Mortgage Tax County	\$51.00	Hyde Park
	260	Mortgage Tax MTA Share	\$0.60	
	275	1-6 Family	\$25.50	
	276	Mortgage Tax Local	\$0.00	
			\$77.10	
		Receipt Total:	\$77.10	
25378	8/7/2018	Mortgagor: RUGES RED HOOK HOLDINGS LLC Mortgagee: BANK OF MILLBROOK		
	Serial # DJ2418	Doc # 01-2018-4909	\$272,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,360.00	Rhinebeck
	260	Mortgage Tax MTA Share	\$786.00	
	275	1-6 Family	\$680.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,826.00	
		Receipt Total:	\$2,826.00	
25398	8/7/2018	Mortgagor: HAPEMAN CHARLES R II Mortgagee: RHINEBECK BANK		
	Serial # DJ2419	Doc # 01-2018-4910	\$172,500.00	1-2 Family Residence
	250	Mortgage Tax County	\$862.50	Red Hook
	260	Mortgage Tax MTA Share	\$487.50	
	275	1-6 Family	\$431.25	
	276	Mortgage Tax Local	\$0.00	
			\$1,781.25	
		Receipt Total:	\$1,781.25	
25404	8/7/2018	Mortgagor: GARMERS MEGAN RAE ANNE Mortgagee: CALIBER HOME LOANS INC		
	Serial # DJ2420	Doc # 01-2018-4911	\$553,739.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,768.50	East Fishkill
	260	Mortgage Tax MTA Share	\$1,631.10	
	275	1-6 Family	\$1,384.25	

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		276	Mortgage Tax Local \$0.00
			\$5,783.85
		Receipt Total:	\$5,783.85
25411	8/7/2018	Mortgagor: SIGNORELLI DANIEL J Mortgagee: JPMORGAN CHASE BANK NA	
		Serial # DJ2421	Doc # 01-2018-4912 \$7,427.88 1-2 Family Residence
		250	Mortgage Tax County \$37.00 Wappinger
		260	Mortgage Tax MTA Share \$0.00
		275	1-6 Family \$18.50
		276	Mortgage Tax Local \$0.00
			\$55.50
		Receipt Total:	\$55.50
25415	8/7/2018	Mortgagor: LOOS CHRISTINE E Mortgagee: QUICKEN LOANS INC	
		Serial # DJ2422	Doc # 01-2018-4914 \$273,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,365.00 Fishkill
		260	Mortgage Tax MTA Share \$789.00
		275	1-6 Family \$682.50
		276	Mortgage Tax Local \$0.00
			\$2,836.50
		Receipt Total:	\$2,836.50
25417	8/7/2018	Mortgagor: LAROSE DONNA Mortgagee: QUICKEN LOANS INC	
		Serial # DJ2423	Doc # 01-2018-4915 \$271,704.00 1-2 Family Residence
		250	Mortgage Tax County \$1,358.50 City of Beacon
		260	Mortgage Tax MTA Share \$785.10
		275	1-6 Family \$679.25
		276	Mortgage Tax Local \$0.00
			\$2,822.85
		Receipt Total:	\$2,822.85
25422	8/7/2018	Mortgagor: SALAND JESSE Mortgagee: NEW PENN FINANCIAL LLC	
		Serial # DJ2424	Doc # 01-2018-4916 \$408,000.00 1-2 Family Residence
		250	Mortgage Tax County \$2,040.00 Rhinebeck
		260	Mortgage Tax MTA Share \$1,194.00
		275	1-6 Family \$1,020.00
		276	Mortgage Tax Local \$0.00
			\$4,254.00
		Receipt Total:	\$4,254.00

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25424	8/7/2018	Mortgagor: SHAW MICHAEL Mortgagee: UNITED WHOLESAL MORTGAGE		
	Serial # DJ2425	Doc # 01-2018-4917	\$216,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,080.00	Hyde Park
	260	Mortgage Tax MTA Share	\$618.00	
	275	1-6 Family	\$540.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,238.00	
		Receipt Total:	\$2,238.00	
25432	8/7/2018	Mortgagor: SCHWARTZBERG EVAN Mortgagee: VALLEY NATL BANK		
	Serial # DJ2426	Doc # 01-2018-4918	\$1,330,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$6,650.00	Amenia
	260	Mortgage Tax MTA Share	\$3,960.00	
	275	1-6 Family	\$3,325.00	
	276	Mortgage Tax Local	\$0.00	
			\$13,935.00	
		Receipt Total:	\$13,935.00	
25450	8/7/2018	Mortgagor: STEVENS ROBERT Mortgagee: VALLEY NATL BANK		
	Serial # DJ2427	Doc # 01-2018-4919	\$248,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,240.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share	\$714.00	
	275	1-6 Family	\$620.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,574.00	
		Receipt Total:	\$2,574.00	
25452	8/7/2018	Mortgagor: PAUL MATTHEW Mortgagee: ULSTER SVGS BANK		
	Serial # DJ2428	Doc # 01-2018-4920	\$251,250.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,256.00	Pleasant Valley
	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	
25474	8/7/2018	Mortgagor: JOSEPH THOMAS M Mortgagee: TIAA FSB		
	Serial # DJ2429	Doc # 01-2018-4921	\$219,200.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,096.00	Fishkill
	260	Mortgage Tax MTA Share	\$627.60	
	275	1-6 Family	\$548.00	

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		276	Mortgage Tax Local \$0.00
			\$2,271.60
		Receipt Total:	\$2,271.60
25480	8/7/2018	Mortgagor: BLAKE CRISTINE M Mortgagee: HOMESTEAD FUNDING CORP	
		Serial # DJ2430	Doc # 01-2018-4922 \$418,000.00 1-2 Family Residence
		250	Mortgage Tax County \$2,090.00 La Grange
		260	Mortgage Tax MTA Share \$1,224.00
		275	1-6 Family \$1,045.00
		276	Mortgage Tax Local \$0.00
			\$4,359.00
		Receipt Total:	\$4,359.00
25483	8/7/2018	Mortgagor: ZAMIRSKI DAWID P Mortgagee: HOMEBRIDGE FINANCIAL SERVS INC	
		Serial # DJ2431	Doc # 01-2018-4923 \$229,050.00 1-2 Family Residence
		250	Mortgage Tax County \$1,145.00 Fishkill
		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
25484	8/7/2018	Mortgagor: RAMSEY WILLIAM Mortgagee: VALLEY NATL BANK	
		Serial # DJ2432	Doc # 01-2018-4924 \$250,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,250.00 East Fishkill
		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
25486	8/7/2018	Mortgagor: DEFRAIA AMBER E Mortgagee: ULSTER SVGS BANK	
		Serial # DJ2433	Doc # 01-2018-4925 \$197,211.00 1-2 Family Residence
		250	Mortgage Tax County \$986.00 Hyde Park
		260	Mortgage Tax MTA Share \$561.60
		275	1-6 Family \$493.00
		276	Mortgage Tax Local \$0.00
			\$2,040.60
		Receipt Total:	\$2,040.60

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25489	8/7/2018	Mortgagor:	RODRIGUEZ VENANCIO JR	
		Mortgagee:	SILVERMINE VENTURES LLC	
	Serial # DJ2434	Doc # 01-2018-4926	\$223,870.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,119.50	Beekman
	260	Mortgage Tax MTA Share	\$641.70	
	275	1-6 Family	\$559.75	
	276	Mortgage Tax Local	\$0.00	
			\$2,320.95	
		Receipt Total:	\$2,320.95	
25493	8/7/2018	Mortgagor:	DEROSA ANTHONY J	
		Mortgagee:	TEG FCU	
	Serial # DJ2435	Doc # 01-2018-4927	\$446,500.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$2,232.50	La Grange
	260	Mortgage Tax MTA Share	\$1,309.50	
	276	Mortgage Tax Local	\$0.00	
			\$3,542.00	
		Receipt Total:	\$3,542.00	
25494	8/7/2018	Mortgagor:	VELOVIC PRENKA	
		Mortgagee:	CLIFFCO INC	
	Serial # DJ2436	Doc # 01-2018-4928	\$353,600.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,768.00	La Grange
	260	Mortgage Tax MTA Share	\$1,030.80	
	275	1-6 Family	\$884.00	
	276	Mortgage Tax Local	\$0.00	
			\$3,682.80	
		Receipt Total:	\$3,682.80	
25495	8/7/2018	Mortgagor:	BASORA RICHARD	
		Mortgagee:	CARRINGTON MORTGAGE SERVS LLC	
	Serial # DJ2437	Doc # 01-2018-4929	\$209,622.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,048.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share	\$598.80	
	275	1-6 Family	\$524.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,170.80	
		Receipt Total:	\$2,170.80	
25496	8/7/2018	Mortgagor:	FAGAN CHRISTINE B	
		Mortgagee:	PARKSIDE LENDING LLC	
	Serial # DJ2438	Doc # 01-2018-4930	\$244,020.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,220.00	Fishkill
	260	Mortgage Tax MTA Share	\$702.00	
	275	1-6 Family	\$610.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,532.00	
		Receipt Total:	\$2,532.00	

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25498	8/7/2018	Mortgagor: PARK MOON KYUNG Mortgagee: PRIMELENDING		
	Serial # DJ2439	Doc # 01-2018-4931	\$236,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,180.00	Wappinger
	260	Mortgage Tax MTA Share	\$678.00	
	275	1-6 Family	\$590.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,448.00	
		Receipt Total:	\$2,448.00	
25500	8/7/2018	Mortgagor: KANE STEPHANIE Mortgagee: HOMESTEAD FUNDING CORP		
	Serial # DJ2440	Doc # 01-2018-4932	\$326,968.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,635.00	East Fishkill
	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	
25502	8/7/2018	Mortgagor: PULVERMAKHER ANNA Mortgagee: ULSTER SVGS BANK		
	Serial # DJ2441	Doc # 01-2018-4933	\$496,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,480.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$1,458.00	
	275	1-6 Family	\$1,240.00	
	276	Mortgage Tax Local	\$0.00	
			\$5,178.00	
		Receipt Total:	\$5,178.00	
25525	8/7/2018	Mortgagor: BLOOM JAMIE J Mortgagee: VALLEY NATL BANK		
	Serial # DJ2442	Doc # 01-2018-4934	\$488,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,440.00	East Fishkill
	260	Mortgage Tax MTA Share	\$1,434.00	
	275	1-6 Family	\$1,220.00	
	276	Mortgage Tax Local	\$0.00	
			\$5,094.00	
25525	8/7/2018	Mortgagor: BLOOM JAMIE J Mortgagee: UNISON AGREEMENT CORP		
	Serial # DJ2443	Doc # 01-2018-4935	\$91,500.00	1-2 Family Residence
	250	Mortgage Tax County	\$457.50	East Fishkill
	260	Mortgage Tax MTA Share	\$244.50	
	275	1-6 Family	\$228.75	

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$930.75
		Receipt Total:	\$6,024.75
25541	8/8/2018	Mortgagor: ROLLINS LESLIE J Mortgagee: BANK OF MILLBROOK	
		Serial # DJ2444	Doc # 01-2018-4937 \$100,000.00 1-2 Family Residence
		250	Mortgage Tax County \$500.00 Washington
		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
25551	8/8/2018	Mortgagor: SMITH DOUGLAS Mortgagee: BANK OF AMERICA NA	
		Serial # DJ2446	Doc # 01-2018-4938 \$28,257.46 1-2 Family Residence
		250	Mortgage Tax County \$141.50 Beekman
		260	Mortgage Tax MTA Share \$54.90
		275	1-6 Family \$70.75
		276	Mortgage Tax Local \$0.00
			\$267.15
		Receipt Total:	\$267.15
25565	8/8/2018	Mortgagor: RONSHEIM PETER A Mortgagee: VALLEY NATL BANK	
		Serial # DJ2447	Doc # 01-2018-4939 \$222,400.00 1-2 Family Residence
		250	Mortgage Tax County \$1,112.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$637.20
		275	1-6 Family \$556.00
		276	Mortgage Tax Local \$0.00
			\$2,305.20
		Receipt Total:	\$2,305.20
25566	8/8/2018	Mortgagor: HOSHING SHARON Mortgagee: ACADEMY MORTGAGE CORP	
		Serial # DJ2448	Doc # 01-2018-4940 \$314,153.00 1-2 Family Residence
		250	Mortgage Tax County \$1,571.00 East Fishkill
		260	Mortgage Tax MTA Share \$912.60
		275	1-6 Family \$785.50
		276	Mortgage Tax Local \$0.00
			\$3,269.10
		Receipt Total:	\$3,269.10

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Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
25567	8/8/2018	Mortgagor: RODRIGUEZ ERIN NICOLE Mortgagee: JPMORGAN CHASE BANK NA		
	Serial # DJ2449	Doc # 01-2018-4941	\$313,500.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,567.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$910.50	
	275	1-6 Family	\$783.75	
	276	Mortgage Tax Local	\$0.00	
			\$3,261.75	
		Receipt Total:	\$3,261.75	
25570	8/8/2018	Mortgagor: KUC NICHOLAS Mortgagee: VALLEY NATL BANK		
	Serial # DJ2450	Doc # 01-2018-4942	\$351,500.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,757.50	City of Beacon
	260	Mortgage Tax MTA Share	\$1,024.50	
	275	1-6 Family	\$878.75	
	276	Mortgage Tax Local	\$0.00	
			\$3,660.75	
		Receipt Total:	\$3,660.75	
25572	8/8/2018	Mortgagor: CORBETT DEBORAH J Mortgagee: HOMESTEAD FUNDING CORP		
	Serial # DJ2451	Doc # 01-2018-4943	\$197,550.00	1-2 Family Residence
	250	Mortgage Tax County	\$987.50	Hyde Park
	260	Mortgage Tax MTA Share	\$562.50	
	275	1-6 Family	\$493.75	
	276	Mortgage Tax Local	\$0.00	
			\$2,043.75	
		Receipt Total:	\$2,043.75	
25575	8/8/2018	Mortgagor: HAYES ERIC Mortgagee: LOANDEPOT COM LLC		
	Serial # DJ2452	Doc # 01-2018-4944	\$206,500.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,032.50	Fishkill
	260	Mortgage Tax MTA Share	\$589.50	
	275	1-6 Family	\$516.25	
	276	Mortgage Tax Local	\$0.00	
			\$2,138.25	
		Receipt Total:	\$2,138.25	
25580	8/8/2018	Mortgagor: MARGIOTTA VICTOR V JR Mortgagee: JPMORGAN CHASE BANK NA		
	Serial # DJ2453	Doc # 01-2018-4945	\$432,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,160.00	East Fishkill
	260	Mortgage Tax MTA Share	\$1,266.00	
	275	1-6 Family	\$1,080.00	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		276	Mortgage Tax Local	\$0.00
				\$4,506.00
			Receipt Total:	\$4,506.00
25582	8/8/2018	Mortgagor: THOMPSON VENETTA A Mortgagee: KEYBANK NATL ASSOC		
		Serial # DJ2454	Doc # 01-2018-4946	\$178,525.00 1-2 Family Residence
		250	Mortgage Tax County	\$892.50 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$505.50
		275	1-6 Family	\$446.25
		276	Mortgage Tax Local	\$0.00
				\$1,844.25
			Receipt Total:	\$1,844.25
25583	8/8/2018	Mortgagor: GARCIA TERESA A Mortgagee: VALLEY NATL BANK		
		Serial # DJ2455	Doc # 01-2018-4947	\$84,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$420.00 Wappinger
		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
25599	8/8/2018	Mortgagor: SCHUCKER LAWRENCE H Mortgagee: UNITED WHOLESALE MORTGAGE		
		Serial # DJ2456	Doc # 01-2018-4948	\$292,327.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,461.50 Pleasant Valley
		260	Mortgage Tax MTA Share	\$846.90
		275	1-6 Family	\$730.75
		276	Mortgage Tax Local	\$0.00
				\$3,039.15
			Receipt Total:	\$3,039.15
25618	8/8/2018	Mortgagor: MILLER LOREN KIM Mortgagee: AMALGAMATED BANK		
		Serial # DJ2458	Doc # 01-2018-4949	\$134,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$670.00 City of Beacon
		260	Mortgage Tax MTA Share	\$372.00
		275	1-6 Family	\$335.00
		276	Mortgage Tax Local	\$0.00
				\$1,377.00
			Receipt Total:	\$1,377.00

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
25619	8/8/2018	Mortgagor: PRICE ANNA HILL Mortgagee: SALISBURY BANK & TRUST CO		
		Serial # DJ2445	Doc # 01-2018-4950	\$358,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,790.00 Stanford
		260	Mortgage Tax MTA Share	\$1,044.00
		275	1-6 Family	\$895.00
		276	Mortgage Tax Local	\$0.00
				\$3,729.00
			Receipt Total:	\$3,729.00
25634	8/8/2018	Mortgagor: CASTANEDA YONATHAN Mortgagee: WELLS FARGO BANK NA		
		Serial # DJ2459	Doc # 01-2018-4951	\$37,213.99 1-2 Family Residence
		250	Mortgage Tax County	\$186.00 La Grange
		260	Mortgage Tax MTA Share	\$81.60
		275	1-6 Family	\$93.00
		276	Mortgage Tax Local	\$0.00
				\$360.60
			Receipt Total:	\$360.60
25644	8/8/2018	Mortgagor: TAYLOR RAYON M Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2461	Doc # 01-2018-4952	\$340,200.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$1,701.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$990.60
		276	Mortgage Tax Local	\$0.00
				\$2,691.60
			Receipt Total:	\$2,691.60
25646	8/8/2018	Mortgagor: CHEN ANNIE QIU Mortgagee: ORANGE BANK & TRUST CO		
		Serial # DJ2462	Doc # 01-2018-4953	\$150,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$750.00 East 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
25649	8/8/2018	Mortgagor: LEPORE JOSEPH T Mortgagee: MANUFACTURERS & TRADERS TRUST CO		
		Serial # DJ2463	Doc # 01-2018-4954	\$50,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$250.00 Wappinger
		260	Mortgage Tax MTA Share	\$120.00
		275	1-6 Family	\$125.00

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$495.00
			Receipt Total: \$495.00
25651	8/8/2018	Mortgagor: FAKHOURY RAMI	
		Mortgagee: MANUFACTURERS & TRADERS TRUST CO	
		Serial # DJ2464	Doc # 01-2018-4955 \$500,000.00 1-2 Family Residence
		250	Mortgage Tax County \$2,500.00 East Fishkill
		260	Mortgage Tax MTA Share \$1,470.00
		275	1-6 Family \$1,250.00
		276	Mortgage Tax Local \$0.00
			\$5,220.00
			Receipt Total: \$5,220.00
25661	8/9/2018	Mortgagor: LUND MANDY J	
		Mortgagee: MID HUDSON VALLEY FCU	
		Serial # DJ2465	Doc # 01-2018-4956 \$279,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$1,395.00 East Fishkill
		260	Mortgage Tax MTA Share \$807.00
		276	Mortgage Tax Local \$0.00
			\$2,202.00
			Receipt Total: \$2,202.00
25672	8/9/2018	Mortgagor: MEISEL ARI	
		Mortgagee: NMS 11 LLC	
		Serial # DJ2466	Doc # 01-2018-4957 \$50,000.00 1-2 Family Residence
		250	Mortgage Tax County \$250.00 Stanford
		260	Mortgage Tax MTA Share \$120.00
		275	1-6 Family \$125.00
		276	Mortgage Tax Local \$0.00
			\$495.00
			Receipt Total: \$495.00
25674	8/9/2018	Mortgagor: ONYANGO MARITA A	
		Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2467	Doc # 01-2018-4958 \$154,400.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$772.00 Hyde Park
		260	Mortgage Tax MTA Share \$433.20
		276	Mortgage Tax Local \$0.00
			\$1,205.20
			Receipt Total: \$1,205.20

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
25677	8/9/2018	Mortgagor: RACCUIA SALVATORE V Mortgagee: MOGLIA ANDRE E	
	Serial # DJ2469	Doc # 01-2018-4960	\$800,000.00 (E) CR Un/Nat Pr
	250	Mortgage Tax County	\$4,000.00 Rhinebeck
	260	Mortgage Tax MTA Share	\$2,370.00
	276	Mortgage Tax Local	\$0.00
			\$6,370.00
		Receipt Total:	\$6,370.00
25678	8/9/2018	Mortgagor: WILLOWNY101 LLC Mortgagee: WALLKILL VALLEY FED SVGS & LOAN ASSOC	
	Serial # DJ2468	Doc # 01-2018-4961	\$157,500.00 1-2 Family Residence
	250	Mortgage Tax County	\$787.50 Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$442.50
	275	1-6 Family	\$393.75
	276	Mortgage Tax Local	\$0.00
			\$1,623.75
		Receipt Total:	\$1,623.75
25680	8/9/2018	Mortgagor: MOORHEAD JOHN W Mortgagee: JPMORGAN CHASE BANK NA	
	Serial # DJ2470	Doc # 01-2018-4963	\$245,650.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,228.00 Red Hook
	260	Mortgage Tax MTA Share	\$706.80
	275	1-6 Family	\$614.00
	276	Mortgage Tax Local	\$0.00
			\$2,548.80
		Receipt Total:	\$2,548.80
25692	8/9/2018	Mortgagor: BRUNOT OLIVER Mortgagee: HUDSON VALLEY FCU	
	Serial # DJ2471	Doc # 01-2018-4964	\$15,563.23 (E) CR Un/Nat Pr
	250	Mortgage Tax County	\$78.00 Wappinger
	260	Mortgage Tax MTA Share	\$16.80
	276	Mortgage Tax Local	\$0.00
			\$94.80
		Receipt Total:	\$94.80
25696	8/9/2018	Mortgagor: LOIS FAMILY LTD PARTNERSHIP Mortgagee: SALISBURY BANK & TRUST CO	
	Serial # DJ2472	Doc # 01-2018-4967	\$243,549.00 (NE) Commercial
	250	Mortgage Tax County	\$1,217.50 Wappinger
	260	Mortgage Tax MTA Share	\$730.50
	270	SONYMA	\$608.75
	276	Mortgage Tax Local	\$0.00
			\$2,556.75

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
25696	8/9/2018	Mortgagor: LOIS FAMILY LTD PARTNERSHIP Mortgagee: SALISBURY BANK & TRUST CO	
	Serial # DJ2473	Doc # 01-2018-4968	\$0.00 (E) CR Un/Nat Pr
	250	Mortgage Tax County	\$0.00 Wappinger
	260	Mortgage Tax MTA Share	\$0.00
	276	Mortgage Tax Local	\$0.00
			\$0.00
		Receipt Total:	\$2,556.75
25697	8/9/2018	Mortgagor: STORK VERONICA L Mortgagee: PLAZA HOME MORTGAGE INC	
	Serial # DJ2474	Doc # 01-2018-4970	\$192,929.00 1-2 Family Residence
	250	Mortgage Tax County	\$964.50 Red Hook
	260	Mortgage Tax MTA Share	\$548.70
	275	1-6 Family	\$482.25
	276	Mortgage Tax Local	\$0.00
			\$1,995.45
		Receipt Total:	\$1,995.45
25699	8/9/2018	Mortgagor: ZIVICA CHRISTOPHER A Mortgagee: FREEDOM MORTGAGE CORP	
	Serial # DJ2475	Doc # 01-2018-4971	\$332,000.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,660.00 Beekman
	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
25701	8/9/2018	Mortgagor: BURNS KIMBERLY C Mortgagee: PRIMELENDING	
	Serial # DJ2476	Doc # 01-2018-4972	\$446,925.00 1-2 Family Residence
	250	Mortgage Tax County	\$2,234.50 Clinton
	260	Mortgage Tax MTA Share	\$1,310.70
	275	1-6 Family	\$1,117.25
	276	Mortgage Tax Local	\$0.00
			\$4,662.45
		Receipt Total:	\$4,662.45
25702	8/9/2018	Mortgagor: REDFEARN PATRICK K Mortgagee: JPMORGAN CHASE BANK NA	
	Serial # DJ2477	Doc # 01-2018-4973	\$327,750.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,638.50 East Fishkill
	260	Mortgage Tax MTA Share	\$953.10
	275	1-6 Family	\$819.25

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		276	Mortgage Tax Local	\$0.00
				\$3,410.85
			Receipt Total:	\$3,410.85
25704	8/9/2018	Mortgagor: WOZNIAK PAWEL Mortgagee: ACADEMY MORTGAGE CORP		
		Serial # DJ2478	Doc # 01-2018-4974	\$188,933.00 1-2 Family Residence
		250	Mortgage Tax County	\$944.50 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$536.70
		275	1-6 Family	\$472.25
		276	Mortgage Tax Local	\$0.00
				\$1,953.45
			Receipt Total:	\$1,953.45
25707	8/9/2018	Mortgagor: HUFFMAN BRIAN Mortgagee: JPMORGAN CHASE BANK NA		
		Serial # DJ2479	Doc # 01-2018-4975	\$304,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,520.00 Hyde Park
		260	Mortgage Tax MTA Share	\$882.00
		275	1-6 Family	\$760.00
		276	Mortgage Tax Local	\$0.00
				\$3,162.00
			Receipt Total:	\$3,162.00
25708	8/9/2018	Mortgagor: HURST DAVID Mortgagee: JPMORGAN CHASE BANK NA		
		Serial # DJ2480	Doc # 01-2018-4976	\$288,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,440.00 East Fishkill
		260	Mortgage Tax MTA Share	\$834.00
		275	1-6 Family	\$720.00
		276	Mortgage Tax Local	\$0.00
				\$2,994.00
			Receipt Total:	\$2,994.00
25710	8/9/2018	Mortgagor: BRINSTER GARY Mortgagee: VALLEY NATL BANK		
		Serial # DJ2481	Doc # 01-2018-4977	\$171,600.00 1-2 Family Residence
		250	Mortgage Tax County	\$858.00 Beekman
		260	Mortgage Tax MTA Share	\$484.80
		275	1-6 Family	\$429.00
		276	Mortgage Tax Local	\$0.00
				\$1,771.80
			Receipt Total:	\$1,771.80

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
25711	8/9/2018	Mortgagor: CRUZ JOSE RENE Mortgagee: 1ST ALLIANCE LENDING LLC		
	Serial # DJ2482	Doc # 01-2018-4978	\$176,739.00	1-2 Family Residence
	250	Mortgage Tax County	\$883.50	East Fishkill
	260	Mortgage Tax MTA Share	\$500.10	
	275	1-6 Family	\$441.75	
	276	Mortgage Tax Local	\$0.00	
			\$1,825.35	
		Receipt Total:	\$1,825.35	
25713	8/9/2018	Mortgagor: ROBIE CHRISTINA Mortgagee: HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DJ2483	Doc # 01-2018-4979	\$319,037.00	1-2 Family Residence
	280	Mortgage Tax Held	\$3,319.50	Other
			\$3,319.50	
		Receipt Total:	\$3,319.50	
25714	8/9/2018	Mortgagor: MOREAU JONATHAN D Mortgagee: RESIDENTIAL HOME FUNDING CORP		
	Serial # DJ2484	Doc # 01-2018-4980	\$291,200.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,456.00	East Fishkill
	260	Mortgage Tax MTA Share	\$843.60	
	275	1-6 Family	\$728.00	
	276	Mortgage Tax Local	\$0.00	
			\$3,027.60	
		Receipt Total:	\$3,027.60	
25719	8/9/2018	Mortgagor: PORCO STANLEY Mortgagee: SALISBURY BANK & TRUST CO		
	Serial # DJ2485	Doc # 01-2018-4981	\$415,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,075.00	Wappinger
	260	Mortgage Tax MTA Share	\$1,215.00	
	275	1-6 Family	\$1,037.50	
	276	Mortgage Tax Local	\$0.00	
			\$4,327.50	
		Receipt Total:	\$4,327.50	
25724	8/9/2018	Mortgagor: MARKU LIZA Mortgagee: M & T BANK		
	Serial # DJ2486	Doc # 01-2018-4982	\$296,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,480.00	Washington
	260	Mortgage Tax MTA Share	\$858.00	
	275	1-6 Family	\$740.00	
	276	Mortgage Tax Local	\$0.00	
			\$3,078.00	
		Receipt Total:	\$3,078.00	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
25732	8/9/2018	Mortgagor: STUFANO THOMAS JR Mortgagee: RHINEBECK BANK	
	Serial # DJ2487	Doc # 01-2018-4983	\$358,000.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,790.00 East Fishkill
	260	Mortgage Tax MTA Share	\$1,044.00
	275	1-6 Family	\$895.00
	276	Mortgage Tax Local	\$0.00
			\$3,729.00
		Receipt Total:	\$3,729.00
25744	8/9/2018	Mortgagor: PEREZ LEONEL FLORES Mortgagee: TIAA FSB	
	Serial # DJ2488	Doc # 01-2018-4984	\$333,388.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,667.00 East Fishkill
	260	Mortgage Tax MTA Share	\$970.20
	275	1-6 Family	\$833.50
	276	Mortgage Tax Local	\$0.00
			\$3,470.70
		Receipt Total:	\$3,470.70
25747	8/9/2018	Mortgagor: CESARK ROBERT T Mortgagee: US BANK TRUST NA	Comments: INSTRUMENT NOT ENTITLED TO BE RECORDED PER NYS TAX LAW SECTION 258a
	Serial # DJ2489	Doc # 01-2018-4985	\$71,572.08 1-2 Family Residence
	276	Mortgage Tax Local	\$0.00
	275	1-6 Family	\$179.00
	260	Mortgage Tax MTA Share	\$184.80
	250	Mortgage Tax County	\$358.00 Town of Poughkeepsie
			\$721.80
		Receipt Total:	\$721.80
25761	8/9/2018	Mortgagor: ROVERE CHRISTOPHER J Mortgagee: RHINEBECK BANK	
	Serial # DJ2490	Doc # 01-2018-4986	\$164,000.00 1-2 Family Residence
	250	Mortgage Tax County	\$820.00 Hyde Park
	260	Mortgage Tax MTA Share	\$462.00
	275	1-6 Family	\$410.00
	276	Mortgage Tax Local	\$0.00
			\$1,692.00
		Receipt Total:	\$1,692.00
25762	8/9/2018	Mortgagor: BONNER NADINE R Mortgagee: E MORTGAGE MANAGEMENT LLC	
	Serial # DJ2491	Doc # 01-2018-4987	\$160,900.00 1-2 Family Residence
	250	Mortgage Tax County	\$804.50 City of Poughkeepsie
	260	Mortgage Tax MTA Share	\$452.70

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		275	1-6 Family	\$402.25
		276	Mortgage Tax Local	\$0.00
				\$1,659.45
		Receipt Total:		\$1,659.45
25764	8/9/2018	Mortgagor: FARRELL WILLIAM P Mortgagee: ROYAL UNITED MORTGAGE LLC		
		Serial # DJ2492	Doc # 01-2018-4988	\$122,850.00 1-2 Family Residence
		250	Mortgage Tax County	\$614.00 Fishkill
		260	Mortgage Tax MTA Share	\$338.40
		275	1-6 Family	\$307.00
		276	Mortgage Tax Local	\$0.00
				\$1,259.40
		Receipt Total:		\$1,259.40
25771	8/9/2018	Mortgagor: RISLEY PATRICIA Mortgagee: CITIZENS BANK NA		
		Serial # DJ2493	Doc # 01-2018-4989	\$240,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,200.00 Rhinebeck
		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
25786	8/9/2018	Mortgagor: CORSINI MARY BETH Mortgagee: JP MORGAN CHASE BANK NA		
		Serial # DJ2494	Doc # 01-2018-4990	\$58,104.93 1-2 Family Residence
		250	Mortgage Tax County	\$290.50 East Fishkill
		260	Mortgage Tax MTA Share	\$144.30
		275	1-6 Family	\$145.25
		276	Mortgage Tax Local	\$0.00
				\$580.05
25786	8/9/2018	Mortgagor: CORSINI MARY BETH Mortgagee: JP MORGAN CHASE BANK NA		
		Serial # DJ2495	Doc # 01-2018-4991	\$0.00 No Tax / Serial #
		250	Mortgage Tax County	\$0.00 East Fishkill
				\$0.00
		Receipt Total:		\$580.05
25789	8/9/2018	Mortgagor: MAPLETON TRUST Mortgagee: BNY MELLON NA		
		Serial # DJ2496	Doc # 01-2018-4993	\$1,500,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$7,500.00 Amenia
		260	Mortgage Tax MTA Share	\$4,470.00
		275	1-6 Family	\$3,750.00

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$15,720.00
		Receipt Total:	\$15,720.00
25802	8/9/2018	Mortgagor: CROCCO ANDREW Mortgagee: RHINEBECK BANK	
		Serial # DJ2497	Doc # 01-2018-4994 \$209,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,045.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share \$597.00
		275	1-6 Family \$522.50
		276	Mortgage Tax Local \$0.00
			\$2,164.50
		Receipt Total:	\$2,164.50
25804	8/9/2018	Mortgagor: DEONARAYAN RATESH S Mortgagee: PRIMELENDING	
		Serial # DJ2499	Doc # 01-2018-4995 \$150,000.00 1-2 Family Residence
		250	Mortgage Tax County \$750.00 La Grange
		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
25805	8/9/2018	Mortgagor: BARRETT CHARLES R Mortgagee: SALISBURY BANK & TRUST CO	
		Serial # DJ2500	Doc # 01-2018-4996 \$50,000.00 1-2 Family Residence
		250	Mortgage Tax County \$250.00 North East
		260	Mortgage Tax MTA Share \$120.00
		275	1-6 Family \$125.00
		276	Mortgage Tax Local \$0.00
			\$495.00
		Receipt Total:	\$495.00
25806	8/9/2018	Mortgagor: JANICIK FAMILY TRUST Mortgagee: CITIZENS BANK NA	
		Serial # DJ2498	Doc # 01-2018-4997 \$100,000.00 1-2 Family Residence
		250	Mortgage Tax County \$500.00 Town of Poughkeepsie
		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

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
25814	8/9/2018	Mortgagor:	KALLOP CHRISTOPHER	
		Mortgagee:	MID HUDSON VALLEY FCU	
		Serial #	DJ2501	Doc # 01-2018-4998
				\$261,900.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$1,309.50 Rhinebeck
		260	Mortgage Tax MTA Share	\$755.70
		276	Mortgage Tax Local	\$0.00
				\$2,065.20
			Receipt Total:	\$2,065.20
25819	8/9/2018	Mortgagor:	JONES PAMELA	
		Mortgagee:	RHINEBECK BANK	
		Serial #	DJ2502	Doc # 01-2018-4999
				\$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
25823	8/9/2018	Mortgagor:	GIAMMARINO LAURA	
		Mortgagee:	CALIBER HOME LOANS INC	
		Serial #	DJ2503	Doc # 01-2018-5000
				\$155,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$775.00 Fishkill
		260	Mortgage Tax MTA Share	\$435.00
		275	1-6 Family	\$387.50
		276	Mortgage Tax Local	\$0.00
				\$1,597.50
			Receipt Total:	\$1,597.50
25840	8/10/2018	Mortgagor:	PETERSEN DIANA L	
		Mortgagee:	QUICKEN LOANS INC	
		Serial #	DJ2504	Doc # 01-2018-5001
				\$262,800.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,314.00 Milan
		260	Mortgage Tax MTA Share	\$758.40
		275	1-6 Family	\$657.00
		276	Mortgage Tax Local	\$0.00
				\$2,729.40
			Receipt Total:	\$2,729.40
25859	8/10/2018	Mortgagor:	NEPTUNE CAPITAL INVESTORS LLC	
		Mortgagee:	TD BANK NA	
		Serial #	DJ2505	Doc # 01-2018-5005
				\$257,977.51 (NE) Commercial
		250	Mortgage Tax County	\$1,290.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$774.00
		270	SONYMA	\$645.00
		276	Mortgage Tax Local	\$0.00
				\$2,709.00
			Receipt Total:	\$2,709.00

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25860	8/10/2018	Mortgagor: DALEY JOY C Mortgagee: WEICHERT FINANCIAL SERVS		
	Serial # DJ2506	Doc # 01-2018-5008	\$261,250.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,306.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$753.60	
	275	1-6 Family	\$653.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,712.60	
		Receipt Total:	\$2,712.60	
25861	8/10/2018	Mortgagor: ROBBINS LAWRENCE Mortgagee: JPMORGAN CHASE BANK NA		
	Serial # DJ2507	Doc # 01-2018-5009	\$350,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,750.00	Red Hook
	260	Mortgage Tax MTA Share	\$1,020.00	
	275	1-6 Family	\$875.00	
	276	Mortgage Tax Local	\$0.00	
			\$3,645.00	
		Receipt Total:	\$3,645.00	
25863	8/10/2018	Mortgagor: LOEHNER IAN J Mortgagee: RONDOUT SVGS BANK		
	Serial # DJ2508	Doc # 01-2018-5010	\$320,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,600.00	Rhinebeck
	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	
25866	8/10/2018	Mortgagor: RANDOLPH TERRY Mortgagee: ULSTER SVGS BANK		
	Serial # DJ2509	Doc # 01-2018-5011	\$8,380.58	1-2 Family Residence
	250	Mortgage Tax County	\$42.00	Hyde Park
	260	Mortgage Tax MTA Share	\$0.00	
	275	1-6 Family	\$21.00	
	276	Mortgage Tax Local	\$0.00	
			\$63.00	
		Receipt Total:	\$63.00	
25906	8/10/2018	Mortgagor: DENICHOLAS JOHN JR Mortgagee: MANUFACTURERS & TRADERS TRUST CO		
	Serial # DJ2510	Doc # 01-2018-5014	\$140,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$700.00	La Grange
	260	Mortgage Tax MTA Share	\$390.00	
	275	1-6 Family	\$350.00	

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		276	Mortgage Tax Local	\$0.00
				\$1,440.00
			Receipt Total:	\$1,440.00
25916	8/10/2018	Mortgagor: VINCITORE BENJAMIN Mortgagee: TIAA FSB		
		Serial # DJ2511	Doc # 01-2018-5015	\$432,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$2,160.00 La Grange
		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
25930	8/10/2018	Mortgagor: CURRAN VICKI Mortgagee: ILLJES ROBERT A		
		Serial # DJ2512	Doc # 01-2018-5016	\$200,000.00 (E) CR Un/Nat Pr
		280	Mortgage Tax Held	\$1,570.00 Other
				\$1,570.00
			Receipt Total:	\$1,570.00
25933	8/10/2018	Mortgagor: FLAGELLO GENOVEFFA Mortgagee: SEFCU		
		Serial # DJ2513	Doc # 01-2018-5017	\$76,000.00 (E) CR Un/Nat Pr
		276	Mortgage Tax Local	\$0.00
		260	Mortgage Tax MTA Share	\$198.00
		250	Mortgage Tax County	\$380.00 Fishkill
				\$578.00
			Receipt Total:	\$578.00
25934	8/10/2018	Mortgagor: YOUNGMAN TIMOTHY J Mortgagee: HOMESTEAD FUNDING CORP		
		Serial # DJ2514	Doc # 01-2018-5018	\$293,584.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,468.00 Union Vale
		260	Mortgage Tax MTA Share	\$850.80
		275	1-6 Family	\$734.00
		276	Mortgage Tax Local	\$0.00
				\$3,052.80
			Receipt Total:	\$3,052.80
25936	8/10/2018	Mortgagor: CASTILLO JUNIOR E Mortgagee: MUNICIPAL CR UNION		
		Serial # DJ2515	Doc # 01-2018-5019	\$498,600.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$2,493.00 East Fishkill
		260	Mortgage Tax MTA Share	\$1,465.80

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		276	Mortgage Tax Local \$0.00
			\$3,958.80
			Receipt Total: \$3,958.80
25941	8/10/2018	Mortgagor: ACADIA HUDSON LLC Mortgagee: ULSTER SVGS BANK	
		Serial # DJ2517	Doc # 01-2018-5020 \$1,126,695.97 (NE) Commercial
		250	Mortgage Tax County \$5,633.50 City of Poughkeepsie
		260	Mortgage Tax MTA Share \$3,380.10
		270	SONYMA \$2,816.75
		276	Mortgage Tax Local \$0.00
			\$11,830.35
			Receipt Total: \$11,830.35
25942	8/10/2018	Mortgagor: YANITY JANET M Mortgagee: PRIMELENDING	
		Serial # DJ2518	Doc # 01-2018-5022 \$112,000.00 1-2 Family Residence
		250	Mortgage Tax County \$560.00 Fishkill
		260	Mortgage Tax MTA Share \$306.00
		275	1-6 Family \$280.00
		276	Mortgage Tax Local \$0.00
			\$1,146.00
			Receipt Total: \$1,146.00
25945	8/10/2018	Mortgagor: OCSKASY ROBERT Mortgagee: PCSB BANK	
		Serial # DJ2519	Doc # 01-2018-5023 \$175,000.00 1-2 Family Residence
		250	Mortgage Tax County \$875.00 Pawling
		260	Mortgage Tax MTA Share \$495.00
		275	1-6 Family \$437.50
		276	Mortgage Tax Local \$0.00
			\$1,807.50
			Receipt Total: \$1,807.50
25967	8/13/2018	Mortgagor: ROSBOROUGH NATHAN J Mortgagee: NAVY FCU	
		Serial # DJ2520	Doc # 01-2018-5024 \$307,350.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$1,536.50 City of Beacon
		260	Mortgage Tax MTA Share \$891.90
		276	Mortgage Tax Local \$0.00
			\$2,428.40
			Receipt Total: \$2,428.40

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25969	8/13/2018	Mortgagor:	BUCCELLATO LORRAINE M	
		Mortgagee:	HOMESTEAD FUNDING CORP	
	Serial # DJ2521	Doc # 01-2018-5025	\$156,120.00	1-2 Family Residence
	250	Mortgage Tax County	\$780.50	Hyde Park
	260	Mortgage Tax MTA Share	\$438.30	
	275	1-6 Family	\$390.25	
	276	Mortgage Tax Local	\$0.00	
			\$1,609.05	
		Receipt Total:	\$1,609.05	
25970	8/13/2018	Mortgagor:	HETTINGER ANDREW J	
		Mortgagee:	HOMESTEAD FUNDING CORP	
	Serial # DJ2522	Doc # 01-2018-5026	\$314,717.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,573.50	East Fishkill
	260	Mortgage Tax MTA Share	\$914.10	
	275	1-6 Family	\$786.75	
	276	Mortgage Tax Local	\$0.00	
			\$3,274.35	
		Receipt Total:	\$3,274.35	
25982	8/13/2018	Mortgagor:	MCMANUS JOHN CLAYTON	
		Mortgagee:	HUDSON VALLEY FCU	
	Serial # DJ2523	Doc # 01-2018-5027	\$190,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$950.00	Hyde Park
	260	Mortgage Tax MTA Share	\$540.00	
	276	Mortgage Tax Local	\$0.00	
			\$1,490.00	
		Receipt Total:	\$1,490.00	
25984	8/13/2018	Mortgagor:	HOFFMANN MICHAEL	
		Mortgagee:	HUDSON VALLEY FCU	
	Serial # DJ2524	Doc # 01-2018-5028	\$200,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,000.00	Clinton
	260	Mortgage Tax MTA Share	\$570.00	
	276	Mortgage Tax Local	\$0.00	
			\$1,570.00	
		Receipt Total:	\$1,570.00	
25999	8/13/2018	Mortgagor:	MOY HENDRICK	
		Mortgagee:	RHINEBECK BANK	
	Serial # DJ2528	Doc # 01-2018-5029	\$384,300.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,921.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$1,122.90	
	275	1-6 Family	\$960.75	
	276	Mortgage Tax Local	\$0.00	
			\$4,005.15	
		Receipt Total:	\$4,005.15	

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26002	8/13/2018	Mortgagor: JGVP REALTY LLC Mortgagee: SUMA YONKERS FCU		
	Serial # DJ2531	Doc # 01-2018-5030	\$225,000.00	(NE) Commercial
	250	Mortgage Tax County	\$1,125.00	Wappinger
	260	Mortgage Tax MTA Share	\$675.00	
	270	SONYMA	\$562.50	
	276	Mortgage Tax Local	\$0.00	
			\$2,362.50	
		Receipt Total:	\$2,362.50	
26003	8/13/2018	Mortgagor: COLVIN MICHAEL J Mortgagee: MARTYN J BRECK		
	Serial # DJ2529	Doc # 01-2018-5032	\$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	
26003	8/13/2018	Mortgagor: ACOCELLA ANTHONY M Mortgagee: PARKSIDE LENDING LLC		
	Serial # DJ2530	Doc # 01-2018-5033	\$250,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,250.00	Dover
	260	Mortgage Tax MTA Share	\$720.00	
	275	1-6 Family	\$625.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,595.00	
		Receipt Total:	\$3,565.00	
26025	8/13/2018	Mortgagor: SORCE TIMOTHY Mortgagee: HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DJ2533	Doc # 01-2018-5034	\$158,017.00	1-2 Family Residence
	250	Mortgage Tax County	\$790.00	Hyde Park
	260	Mortgage Tax MTA Share	\$444.00	
	275	1-6 Family	\$395.00	
	276	Mortgage Tax Local	\$0.00	
			\$1,629.00	
		Receipt Total:	\$1,629.00	
26026	8/13/2018	Mortgagor: SENNO SHARON Mortgagee: QUICKEN LOANS INC		
	Serial # DJ2534	Doc # 01-2018-5035	\$319,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,595.00	Fishkill
	260	Mortgage Tax MTA Share	\$927.00	
	275	1-6 Family	\$797.50	
	276	Mortgage Tax Local	\$0.00	
			\$3,319.50	
		Receipt Total:	\$3,319.50	

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26048	8/13/2018	Mortgagor: IZAGUIRRE JULIO Mortgagee: RESIDENTIAL HOME FUNDING CORP		
	Serial # DJ2535	Doc # 01-2018-5036	\$249,290.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,246.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$717.90	
	275	1-6 Family	\$623.25	
	276	Mortgage Tax Local	\$0.00	
			\$2,587.65	
		Receipt Total:	\$2,587.65	
26051	8/13/2018	Mortgagor: PALOMBA VINCENZO XAVIER Mortgagee: PENNYMAC LOAN SERVICES LLC		
	Serial # DJ2532	Doc # 01-2018-5037	\$52,064.52	1-2 Family Residence
	276	Mortgage Tax Local	\$0.00	
	275	1-6 Family	\$130.25	
	260	Mortgage Tax MTA Share	\$126.30	
	250	Mortgage Tax County	\$260.50	East Fishkill
			\$517.05	
		Receipt Total:	\$517.05	
26061	8/13/2018	Mortgagor: RUSSELL KELLY JOAN HOWICK Mortgagee: TIAA FSB		
	Serial # DJ2536	Doc # 01-2018-5038	\$350,533.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,752.50	City of Beacon
	260	Mortgage Tax MTA Share	\$1,021.50	
	275	1-6 Family	\$876.25	
	276	Mortgage Tax Local	\$0.00	
			\$3,650.25	
		Receipt Total:	\$3,650.25	
26069	8/13/2018	Mortgagor: MCCORMICK DONALD W JR Mortgagee: TD BANK NA		
	Serial # DJ2537	Doc # 01-2018-5039	\$85,500.00	1-2 Family Residence
	250	Mortgage Tax County	\$427.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$226.50	
	275	1-6 Family	\$213.75	
	276	Mortgage Tax Local	\$0.00	
			\$867.75	
		Receipt Total:	\$867.75	
26077	8/13/2018	Mortgagor: ZAMAN FARAH C Mortgagee: CROSSCOUNTRY MORTGAGE INC		
	Serial # DJ2538	Doc # 01-2018-5040	\$165,013.00	1-2 Family Residence
	250	Mortgage Tax County	\$825.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$465.00	
	275	1-6 Family	\$412.50	

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		276	Mortgage Tax Local \$0.00
			\$1,702.50
			Receipt Total: \$1,702.50
26089	8/13/2018	Mortgagor: REYNOLDS AARON Mortgagee: MANUFACTURERS & TRADERS TRUST CO	
		Serial # DJ2539	Doc # 01-2018-5041 \$30,000.00 1-2 Family Residence
		250	Mortgage Tax County \$150.00 Dover
		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
26096	8/13/2018	Mortgagor: SWEATLAND RICHARD SCOTT Mortgagee: CITIZENS BANK NA	
		Serial # DJ2540	Doc # 01-2018-5042 \$125,000.00 1-2 Family Residence
		250	Mortgage Tax County \$625.00 Wappinger
		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
26098	8/13/2018	Mortgagor: BAUMSTONE ROBERT H Mortgagee: KEYBANK NATL ASSOC	
		Serial # DJ2541	Doc # 01-2018-5043 \$195,000.00 1-2 Family Residence
		250	Mortgage Tax County \$975.00 Stanford
		260	Mortgage Tax MTA Share \$555.00
		275	1-6 Family \$487.50
		276	Mortgage Tax Local \$0.00
			\$2,017.50
			Receipt Total: \$2,017.50
26102	8/13/2018	Mortgagor: MCSPEDON KEVIN Mortgagee: MAHOPAC BANK	
		Serial # DJ2542	Doc # 01-2018-5044 \$136,000.00 1-2 Family Residence
		250	Mortgage Tax County \$680.00 East Fishkill
		260	Mortgage Tax MTA Share \$378.00
		275	1-6 Family \$340.00
		276	Mortgage Tax Local \$0.00
			\$1,398.00
			Receipt Total: \$1,398.00

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26103	8/13/2018	Mortgagor:	CASTRO DAVID	
		Mortgagee:	QUICKEN LOANS INC	
	Serial # DJ2543	Doc #	01-2018-5045	\$226,000.00 1-2 Family Residence
	250	Mortgage Tax County		\$1,130.00 Wappinger
	260	Mortgage Tax MTA Share		\$648.00
	275	1-6 Family		\$565.00
	276	Mortgage Tax Local		\$0.00
				\$2,343.00
		Receipt Total:		\$2,343.00
26105	8/14/2018	Mortgagor:	GORELIK STEVEN Y	
		Mortgagee:	FREEDOM MORTGAGE CORP	
	Serial # DJ2544	Doc #	01-2018-5046	\$280,800.00 1-2 Family Residence
	250	Mortgage Tax County		\$1,404.00 Clinton
	260	Mortgage Tax MTA Share		\$812.40
	275	1-6 Family		\$702.00
	276	Mortgage Tax Local		\$0.00
				\$2,918.40
		Receipt Total:		\$2,918.40
26107	8/14/2018	Mortgagor:	SIM DEVALERA	
		Mortgagee:	HUDSON VALLEY FCU	
	Serial # DJ2545	Doc #	01-2018-5047	\$72,800.00 (E) CR Un/Nat Pr
	250	Mortgage Tax County		\$364.00 Wappinger
	260	Mortgage Tax MTA Share		\$188.40
	276	Mortgage Tax Local		\$0.00
				\$552.40
		Receipt Total:		\$552.40
26134	8/14/2018	Mortgagor:	IRVING JUDITH MAY	
		Mortgagee:	NEW RESIDENTIAL MORTGAGE LLC	
	Serial # DJ2546	Doc #	01-2018-5048	\$1,315.82 1-2 Family Residence
	250	Mortgage Tax County		\$6.50 Wappinger
	260	Mortgage Tax MTA Share		\$0.00
	275	1-6 Family		\$3.25
	276	Mortgage Tax Local		\$0.00
				\$9.75
		Receipt Total:		\$9.75
26137	8/14/2018	Mortgagor:	ALONGI SUSAN	
		Mortgagee:	JPMORGAN CHASE BANK NA	
	Serial # DJ2547	Doc #	01-2018-5049	\$140,000.00 1-2 Family Residence
	250	Mortgage Tax County		\$700.00 Dover
	260	Mortgage Tax MTA Share		\$390.00
	275	1-6 Family		\$350.00
	276	Mortgage Tax Local		\$0.00
				\$1,440.00
		Receipt Total:		\$1,440.00

**Dutchess County Clerk  
Mortgage Tax Report**

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
26139	8/14/2018	Mortgagor:	DELUCA MICHAEL	
		Mortgagee:	WELLS FARGO BANK NA	
	Serial # DJ2548	Doc # 01-2018-5050	\$1,097.95	1-2 Family Residence
	276	Mortgage Tax Local	\$0.00	
	275	1-6 Family	\$2.75	
	260	Mortgage Tax MTA Share	\$0.00	
	250	Mortgage Tax County	\$5.50	Wappinger
			\$8.25	
		Receipt Total:	\$8.25	
26147	8/14/2018	Mortgagor:	KIMMEL SARAH	
		Mortgagee:	PRIMELENDING	
	Serial # DJ2549	Doc # 01-2018-5051	\$157,875.00	1-2 Family Residence
	250	Mortgage Tax County	\$789.50	Wappinger
	260	Mortgage Tax MTA Share	\$443.70	
	275	1-6 Family	\$394.75	
	276	Mortgage Tax Local	\$0.00	
			\$1,627.95	
		Receipt Total:	\$1,627.95	
26162	8/14/2018	Mortgagor:	ADAMSKI JONATHAN M	
		Mortgagee:	HUDSON VALLEY FCU	
	Serial # DJ2550	Doc # 01-2018-5053	\$270,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,350.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$780.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,130.00	
		Receipt Total:	\$2,130.00	
26164	8/14/2018	Mortgagor:	MICHEL MEAGHAN	
		Mortgagee:	CONTOUR MORTGAGE CORP	
	Serial # DJ2551	Doc # 01-2018-5054	\$265,109.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,325.50	Wappinger
	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	
26184	8/14/2018	Mortgagor:	MARTIN GEORGE Q	
		Mortgagee:	HOMESTEAD FUNDING CORP	
	Serial # DJ2552	Doc # 01-2018-5055	\$142,000.00	1-2 Family Residence
	276	Mortgage Tax Local	\$0.00	
	275	1-6 Family	\$355.00	
	260	Mortgage Tax MTA Share	\$396.00	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		250	Mortgage Tax County	\$710.00 East Fishkill
				\$1,461.00
			Receipt Total:	\$1,461.00
26187	8/14/2018	Mortgagor: DOUGLAS JORDI Mortgagee: CITIZENS BANK NA		
		Serial # DJ2553	Doc # 01-2018-5056	\$49,813.65 1-2 Family Residence
		250	Mortgage Tax County	\$249.00 East Fishkill
		260	Mortgage Tax MTA Share	\$119.40
		275	1-6 Family	\$124.50
		276	Mortgage Tax Local	\$0.00
				\$492.90
			Receipt Total:	\$492.90
26196	8/14/2018	Mortgagor: YOUNG STEVEN A Mortgagee: KEYBANK NATL ASSOC		
		Serial # DJ2555	Doc # 01-2018-5058	\$66,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$330.00 Red Hook
		260	Mortgage Tax MTA Share	\$168.00
		275	1-6 Family	\$165.00
		276	Mortgage Tax Local	\$0.00
				\$663.00
26196	8/14/2018	Mortgagor: YOUNG STEVEN A Mortgagee: KEYBANK NATL ASSOC		
		Serial # DJ2556	Doc # 01-2018-5059	\$250,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,250.00 Red Hook
		260	Mortgage Tax MTA Share	\$720.00
		275	1-6 Family	\$625.00
		276	Mortgage Tax Local	\$0.00
				\$2,595.00
			Receipt Total:	\$3,258.00
26197	8/14/2018	Mortgagor: SEWARD WILLIAM A Mortgagee: UNITED WHOLESALE MORTGAGE		
		Serial # DJ2554	Doc # 01-2018-5060	\$125,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$625.00 Dover
		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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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
26203	8/14/2018	Mortgagor: SURMAN ALAN Mortgagee: MANUFACTURERS & TRADERS TRUST CO		
	Serial # DJ2557	Doc # 01-2018-5061	\$71,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$355.00	Dover
	260	Mortgage Tax MTA Share	\$183.00	
	275	1-6 Family	\$177.50	
	276	Mortgage Tax Local	\$0.00	
			\$715.50	
		Receipt Total:	\$715.50	
26212	8/14/2018	Mortgagor: RUSSELL ROBERT E Mortgagee: BAYVIEW LOAN SERVICING LLC		
	Serial # DJ2558	Doc # 01-2018-5062	\$2,536.85	1-2 Family Residence
	250	Mortgage Tax County	\$12.50	Red Hook
	260	Mortgage Tax MTA Share	\$0.00	
	275	1-6 Family	\$6.25	
	276	Mortgage Tax Local	\$0.00	
			\$18.75	
		Receipt Total:	\$18.75	
26214	8/14/2018	Mortgagor: PIACQUADIO MICHAEL J Mortgagee: HOUSING & URBAN DEVELOPMENT		
	Serial # DJ2559	Doc # 01-2018-5063	\$63,819.65	No Tax / Serial #
	250	Mortgage Tax County	\$0.00	Pleasant Valley
			\$0.00	
		Receipt Total:	\$0.00	
26226	8/14/2018	Mortgagor: PUCA SALVATORE J Mortgagee: QUICKEN LOANS INC		Comments: NO ASSESSMENT IN TOWN OF PINE PLAINS
	Serial # DJ2560	Doc # 01-2018-5064	\$210,400.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,052.00	Milan
	260	Mortgage Tax MTA Share	\$601.20	
	275	1-6 Family	\$526.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,179.20	
		Receipt Total:	\$2,179.20	
26239	8/14/2018	Mortgagor: THOMPSON GARY Mortgagee: QUICKEN LOANS INC		
	Serial # DJ2561	Doc # 01-2018-5065	\$222,300.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,111.50	Fishkill
	260	Mortgage Tax MTA Share	\$636.90	
	275	1-6 Family	\$555.75	
	276	Mortgage Tax Local	\$0.00	
			\$2,304.15	
		Receipt Total:	\$2,304.15	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
26245	8/14/2018	Mortgagor: SHOCK VIKA F Mortgagee: HUDSON HERITAGE FCU		
	Serial # DJ2563	Doc # 01-2018-5066	\$40,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$200.00	Hyde Park
	260	Mortgage Tax MTA Share	\$90.00	
	276	Mortgage Tax Local	\$0.00	
			\$290.00	
		Receipt Total:	\$290.00	
26246	8/14/2018	Mortgagor: FRIEDMAN RANDALL J Mortgagee: MIRS GROUP LLC		
	Serial # DJ2564	Doc # 01-2018-5067	\$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	
26250	8/14/2018	Mortgagor: BERRIOS FRANCISCO Mortgagee: QUICKEN LOANS INC		
	Serial # DJ2562	Doc # 01-2018-5068	\$161,295.00	1-2 Family Residence
	250	Mortgage Tax County	\$806.50	Hyde Park
	260	Mortgage Tax MTA Share	\$453.90	
	275	1-6 Family	\$403.25	
	276	Mortgage Tax Local	\$0.00	
			\$1,663.65	
		Receipt Total:	\$1,663.65	
26261	8/14/2018	Mortgagor: EGER KIMBERLY ANN Mortgagee: BURGER JEFFREY E		
	Serial # DJ2567	Doc # 01-2018-5071	\$250,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,250.00	Beekman
	260	Mortgage Tax MTA Share	\$720.00	
	276	Mortgage Tax Local	\$0.00	
			\$1,970.00	
		Receipt Total:	\$1,970.00	
26282	8/14/2018	Mortgagor: WORTHINGTON MICHAEL T Mortgagee: M & T BANK		
	Serial # DJ2570	Doc # 01-2018-5073	\$439,500.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,197.50	Washington
	260	Mortgage Tax MTA Share	\$1,288.50	
	275	1-6 Family	\$1,098.75	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$4,584.75
			Receipt Total: \$4,584.75
26283	8/14/2018	Mortgagor: BELLUCCI ANDREW Mortgagee: NEW PENN FINANCIAL LLC	
		Serial # DJ2571	Doc # 01-2018-5074 \$292,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,460.00 Pawling
		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
26285	8/14/2018	Mortgagor: BESTON PAUL Mortgagee: JPMORGAN CHASE BANK NA	
		Serial # DJ2572	Doc # 01-2018-5075 \$120,000.00 1-2 Family Residence
		250	Mortgage Tax County \$600.00 City of Beacon
		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
26286	8/14/2018	Mortgagor: WOJCIECHOWSKI JOSEPH Mortgagee: DUT CO	
		Serial # DJ2573	Doc # 01-2018-5076 \$8,950.00 No Tax / Serial #
		250	Mortgage Tax County \$0.00 Town of Poughkeepsie
			\$0.00
			Receipt Total: \$0.00
26292	8/14/2018	Mortgagor: DEGREGORIE NICHOLAS Mortgagee: UNITED WHOLESALE MORTGAGE	
		Serial # DJ2574	Doc # 01-2018-5079 \$272,964.00 1-2 Family Residence
		250	Mortgage Tax County \$1,365.00 Fishkill
		260	Mortgage Tax MTA Share \$789.00
		275	1-6 Family \$682.50
		276	Mortgage Tax Local \$0.00
			\$2,836.50
			Receipt Total: \$2,836.50
26295	8/14/2018	Mortgagor: POMPA ERIC Mortgagee: WELLS FARGO BANK NA	
		Serial # DJ2576	Doc # 01-2018-5080 \$6,444.54 1-2 Family Residence
		250	Mortgage Tax County \$32.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$0.00

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		275	1-6 Family \$16.00
		276	Mortgage Tax Local \$0.00
			\$48.00
		Receipt Total:	\$48.00
26305	8/14/2018	Mortgagor: SOUTH ROAD HOSPITALITY LLC Mortgagee: RIALTO MORTGAGE FINANCE LLC	
		Serial # DJ2575	Doc # 01-2018-5081 \$1,842,541.42 (NE) Commercial
		250	Mortgage Tax County \$9,212.50 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$5,527.50
		270	SONYMA \$4,606.25
		276	Mortgage Tax Local \$0.00
			\$19,346.25
		Receipt Total:	\$19,346.25
26306	8/14/2018	Mortgagor: OCONNELL CATHERINE A Mortgagee: KEYBANK NATL ASSOC	
		Serial # DJ2577	Doc # 01-2018-5085 \$211,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,055.00 Beekman
		260	Mortgage Tax MTA Share \$603.00
		275	1-6 Family \$527.50
		276	Mortgage Tax Local \$0.00
			\$2,185.50
26306	8/14/2018	Mortgagor: OCONNELL CATHERINE A Mortgagee: KEYBANK NATL ASSOC	
		Serial # DJ2578	Doc # 01-2018-5086 \$70,000.00 1-2 Family Residence
		250	Mortgage Tax County \$350.00 Beekman
		260	Mortgage Tax MTA Share \$180.00
		275	1-6 Family \$175.00
		276	Mortgage Tax Local \$0.00
			\$705.00
		Receipt Total:	\$2,890.50
26313	8/15/2018	Mortgagor: JAQUISH ROBERT Mortgagee: SALISBURY BANK & TRUST CO	
		Serial # DJ2579	Doc # 01-2018-5087 \$150,000.00 1-2 Family Residence
		250	Mortgage Tax County \$750.00 Amenia
		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
26318	8/15/2018	Mortgagor: MASCIA STEPHEN P Mortgagee: WELLS FARGO BANK NA	
		Serial # DJ2580	Doc # 01-2018-5088 \$408,000.00 1-2 Family Residence
		250	Mortgage Tax County \$2,040.00 East Fishkill
		260	Mortgage Tax MTA Share \$1,194.00
		275	1-6 Family \$1,020.00

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		276	Mortgage Tax Local	\$0.00
				\$4,254.00
			Receipt Total:	\$4,254.00
26323	8/15/2018	Mortgagor: BLUESTONE SABRINA Mortgagee: SILVERMINE VENTURES LLC		
		Serial # DJ2581	Doc # 01-2018-5089	\$250,000.00 1-2 Family Residence
		276	Mortgage Tax Local	\$0.00
		275	1-6 Family	\$625.00
		260	Mortgage Tax MTA Share	\$720.00
		250	Mortgage Tax County	\$1,250.00 Pawling
				\$2,595.00
			Receipt Total:	\$2,595.00
26340	8/15/2018	Mortgagor: DEL VECCHIO SCOTT Mortgagee: FM HOME LOANS LLC		
		Serial # DJ2582	Doc # 01-2018-5090	\$342,400.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,712.00 East Fishkill
		260	Mortgage Tax MTA Share	\$997.20
		275	1-6 Family	\$856.00
		276	Mortgage Tax Local	\$0.00
				\$3,565.20
			Receipt Total:	\$3,565.20
26355	8/15/2018	Mortgagor: KISSI PATRICIA N Mortgagee: EAST COAST CAPITAL CORP		
		Serial # DJ2583	Doc # 01-2018-5091	\$506,653.00 1-2 Family Residence
		250	Mortgage Tax County	\$2,533.50 La Grange
		260	Mortgage Tax MTA Share	\$1,490.10
		275	1-6 Family	\$1,266.75
		276	Mortgage Tax Local	\$0.00
				\$5,290.35
			Receipt Total:	\$5,290.35
26364	8/15/2018	Mortgagor: INOA JOSE A Mortgagee: INTERSTATE HOME LOAN CENTER INC		
		Serial # DJ2584	Doc # 01-2018-5092	\$297,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,485.00 Fishkill
		260	Mortgage Tax MTA Share	\$861.00
		275	1-6 Family	\$742.50
		276	Mortgage Tax Local	\$0.00
				\$3,088.50
			Receipt Total:	\$3,088.50

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
26388	8/15/2018	Mortgagor:	OCTOBER HILL LLC	Comments:
		Mortgagee:	AIRMONT MEADOWS LLC	TAXES PAID IN ROCKLAND COUNTY
		Serial # DJ2586	Doc # 01-2018-5093	\$787,500.00 No Tax / Serial #
		250	Mortgage Tax County	\$0.00 Other
				\$0.00
			Receipt Total:	\$0.00
26392	8/15/2018	Mortgagor:	SOUTHERN DUTCHESS COUNTRY CLUB	
		Mortgagee:	GARO KERRY M	
		Serial # DJ2587	Doc # 01-2018-5094	\$20,095.00 (NE) Commercial
		280	Mortgage Tax Held	\$211.05 Other
				\$211.05
			Receipt Total:	\$211.05
26394	8/15/2018	Mortgagor:	SOUTHERN DUTCHESS COUNTRY CLUB	
		Mortgagee:	WINTER BARRY	
		Serial # DJ2588	Doc # 01-2018-5095	\$20,095.00 (NE) Commercial
		280	Mortgage Tax Held	\$211.05 Other
				\$211.05
			Receipt Total:	\$211.05
26397	8/15/2018	Mortgagor:	DEAN GREGORY A	
		Mortgagee:	KEYBANK NATL ASSOC	
		Serial # DJ2589	Doc # 01-2018-5096	\$26,116.39 1-2 Family Residence
		250	Mortgage Tax County	\$130.50 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$48.30
		275	1-6 Family	\$65.25
		276	Mortgage Tax Local	\$0.00
				\$244.05
			Receipt Total:	\$244.05
26409	8/15/2018	Mortgagor:	RELEASES	Comments:
		Mortgagee:	RELEASES	SHARE CASE #312086
		Serial # DJ2590	Doc # 01-2018-5098	\$109,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$216.60 Milan
		260	Mortgage Tax MTA Share	\$129.96
		275	1-6 Family	\$108.30
		276	Mortgage Tax Local	\$0.00
				\$454.86
			Receipt Total:	\$454.86
26410	8/15/2018	Mortgagor:	BONILLA JOSE SR	
		Mortgagee:	CALIBER HOME LOANS INC	
		Serial # DJ2591	Doc # 01-2018-5099	\$393,750.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,968.50 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$1,151.10
		275	1-6 Family	\$984.25

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		276	Mortgage Tax Local \$0.00
			\$4,103.85
		Receipt Total:	\$4,103.85
26414	8/15/2018	Mortgagor: RELEASES	Comments:
		Mortgagee: RELEASES	SHARE CASE #312087
		Serial # DJ2592	Doc # 01-2018-5100 \$140,000.00 1-2 Family Residence
		250	Mortgage Tax County \$278.20 Milan
		260	Mortgage Tax MTA Share \$166.92
		275	1-6 Family \$139.10
		276	Mortgage Tax Local \$0.00
			\$584.22
		Receipt Total:	\$584.22
26420	8/15/2018	Mortgagor: SAMANICH RAYMOND W	
		Mortgagee: KEYBANK NATL ASSOC	
		Serial # DJ2594	Doc # 01-2018-5101 \$25,000.00 1-2 Family Residence
		250	Mortgage Tax County \$125.00 Wappinger
		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
26421	8/15/2018	Mortgagor: QB FISHKILL LLC	
		Mortgagee: PCSB BANK	
		Serial # DJ2593	Doc # 01-2018-5102 \$574,000.00 (NE) Commercial
		276	Mortgage Tax Local \$0.00
		270	SONYMA \$1,435.00
		260	Mortgage Tax MTA Share \$1,722.00
		250	Mortgage Tax County \$2,870.00 Fishkill
			\$6,027.00
		Receipt Total:	\$6,027.00
26432	8/15/2018	Mortgagor: DUKES ANASTASIA M	
		Mortgagee: JPMORGAN CHASE BANK NA	
		Serial # DJ2595	Doc # 01-2018-5105 \$571,500.00 1-2 Family Residence
		250	Mortgage Tax County \$2,857.50 East Fishkill
		260	Mortgage Tax MTA Share \$1,684.50
		275	1-6 Family \$1,428.75
		276	Mortgage Tax Local \$0.00
			\$5,970.75
		Receipt Total:	\$5,970.75

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26439	8/15/2018	Mortgagor: LUNT BONNIE Mortgagee: MANUFACTURERS & TRADERS TRUST CO		
	Serial # DJ2596	Doc # 01-2018-5106	\$135,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$675.00	Pawling
	260	Mortgage Tax MTA Share	\$375.00	
	275	1-6 Family	\$337.50	
	276	Mortgage Tax Local	\$0.00	
			\$1,387.50	
		Receipt Total:	\$1,387.50	
26441	8/15/2018	Mortgagor: RENOVACORE PROPERTIES INC Mortgagee: DEALMAKER SOLUTIONS INC		
	Serial # DJ2597	Doc # 01-2018-5107	\$165,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$825.00	Wappinger
	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	
26450	8/15/2018	Mortgagor: BERNACCHIA ROBERT A Mortgagee: MANUFACTURERS & TRADERS TRUST CO		
	Serial # DJ2598	Doc # 01-2018-5108	\$50,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$250.00	City of Beacon
	260	Mortgage Tax MTA Share	\$120.00	
	275	1-6 Family	\$125.00	
	276	Mortgage Tax Local	\$0.00	
			\$495.00	
		Receipt Total:	\$495.00	
26452	8/15/2018	Mortgagor: MORAN JUSTINE Mortgagee: BANK OF AMERICA NA		
	Serial # DJ2599	Doc # 01-2018-5109	\$460,750.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,303.50	East Fishkill
	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	
26454	8/15/2018	Mortgagor: ATKINSON TODD W Mortgagee: HOMESTEAD FUNDING CORP		
	Serial # DJ2600	Doc # 01-2018-5110	\$702,996.00	1-2 Family Residence
	250	Mortgage Tax County	\$3,515.00	East Fishkill
	260	Mortgage Tax MTA Share	\$2,079.00	
	275	1-6 Family	\$1,757.50	

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		276	Mortgage Tax Local	\$0.00
				\$7,351.50
			Receipt Total:	\$7,351.50
26457	8/15/2018	Mortgagor: CAVE MATTHEW Mortgagee: MOVEMENT MORTGAGE LLC		
		Serial # DJ2601	Doc # 01-2018-5111	\$342,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,710.00 Pleasant Valley
		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
26469	8/15/2018	Mortgagor: MALLES DENNIS R Mortgagee: QUICKEN LOANS INC		
		Serial # DJ2602	Doc # 01-2018-5112	\$168,850.00 1-2 Family Residence
		250	Mortgage Tax County	\$844.00 La Grange
		260	Mortgage Tax MTA Share	\$476.40
		275	1-6 Family	\$422.00
		276	Mortgage Tax Local	\$0.00
				\$1,742.40
			Receipt Total:	\$1,742.40
26470	8/15/2018	Mortgagor: BOSLEY SCOTT Mortgagee: QUICKEN LOANS INC		
		Serial # DJ2603	Doc # 01-2018-5113	\$110,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$550.00 Amenia
		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
26471	8/15/2018	Mortgagor: WEISS GARRETT A Mortgagee: QUICKEN LOANS INC		
		Serial # DJ2604	Doc # 01-2018-5114	\$195,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$975.00 City of Beacon
		260	Mortgage Tax MTA Share	\$555.00
		275	1-6 Family	\$487.50
		276	Mortgage Tax Local	\$0.00
				\$2,017.50
			Receipt Total:	\$2,017.50

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
26472	8/15/2018	Mortgagor:	WHEELER MARY KATHERINE	
		Mortgagee:	QUICKEN LOANS INC	
	Serial # DJ2605	Doc # 01-2018-5115	\$376,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,880.00	Amenia
	260	Mortgage Tax MTA Share	\$1,098.00	
	275	1-6 Family	\$940.00	
	276	Mortgage Tax Local	\$0.00	
			\$3,918.00	
		Receipt Total:	\$3,918.00	
26486	8/15/2018	Mortgagor:	ELLIS PAUL O	
		Mortgagee:	TIAA FSB	
	Serial # DJ2606	Doc # 01-2018-5116	\$221,400.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,107.00	City of Beacon
	260	Mortgage Tax MTA Share	\$634.20	
	275	1-6 Family	\$553.50	
	276	Mortgage Tax Local	\$0.00	
			\$2,294.70	
		Receipt Total:	\$2,294.70	
26488	8/15/2018	Mortgagor:	MANESS CAROLYN	
		Mortgagee:	CITIZENS BANK NA	
	Serial # DJ2607	Doc # 01-2018-5117	\$263,920.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,319.50	City of Beacon
	260	Mortgage Tax MTA Share	\$761.70	
	275	1-6 Family	\$659.75	
	276	Mortgage Tax Local	\$0.00	
			\$2,740.95	
26488	8/15/2018	Mortgagor:	MANESS CAROLYN	
		Mortgagee:	CITIZENS BANK NA	
	Serial # DJ2608	Doc # 01-2018-5118	\$32,990.00	1-2 Family Residence
	250	Mortgage Tax County	\$165.00	City of Beacon
	260	Mortgage Tax MTA Share	\$69.00	
	275	1-6 Family	\$82.50	
	276	Mortgage Tax Local	\$0.00	
			\$316.50	
		Receipt Total:	\$3,057.45	
26490	8/15/2018	Mortgagor:	RUBIANO ANTHONY	
		Mortgagee:	BANK OF AMERICA NA	
	Serial # DJ2609	Doc # 01-2018-5119	\$25,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$125.00	Wappinger
	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	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
26493	8/15/2018	Mortgagor: BUTTS CAROL Mortgagee: MANUFACTURERS & TRADERS TRUST CO	
	Serial # DJ2610	Doc # 01-2018-5120	\$140,000.00 1-2 Family Residence
	250	Mortgage Tax County	\$700.00 Amenia
	260	Mortgage Tax MTA Share	\$390.00
	275	1-6 Family	\$350.00
	276	Mortgage Tax Local	\$0.00
			\$1,440.00
		Receipt Total:	\$1,440.00
26494	8/15/2018	Mortgagor: VELEZ DAVID Mortgagee: MANUFACTURERS & TRADERS TRUST CO	
	Serial # DJ2611	Doc # 01-2018-5121	\$30,000.00 1-2 Family Residence
	250	Mortgage Tax County	\$150.00 Town of Poughkeepsie
	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
26498	8/15/2018	Mortgagor: LAFLEUR FRANCOIS Mortgagee: CITIZENS BANK NA	
	Serial # DJ2612	Doc # 01-2018-5122	\$148,040.59 1-2 Family Residence
	250	Mortgage Tax County	\$740.00 Stanford
	260	Mortgage Tax MTA Share	\$414.00
	275	1-6 Family	\$370.00
	276	Mortgage Tax Local	\$0.00
			\$1,524.00
		Receipt Total:	\$1,524.00
26519	8/16/2018	Mortgagor: CONDON TIMOTHY J Mortgagee: CALIBER HOME LOANS INC	
	Serial # DJ2613	Doc # 01-2018-5124	\$363,247.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,816.00 Beekman
	260	Mortgage Tax MTA Share	\$1,059.60
	275	1-6 Family	\$908.00
	276	Mortgage Tax Local	\$0.00
			\$3,783.60
		Receipt Total:	\$3,783.60
26523	8/16/2018	Mortgagor: BARNETT NIGEL K Mortgagee: HOMESTEAD FUNDING CORP	
	Serial # DJ2614	Doc # 01-2018-5125	\$205,820.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,029.00 Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$587.40

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		275	1-6 Family	\$514.50
		276	Mortgage Tax Local	\$0.00
				\$2,130.90
			Receipt Total:	\$2,130.90
26525	8/16/2018	Mortgagor: MAZZEI JOHN Mortgagee: WELLS FARGO BANK NA		
		Serial # DJ2615	Doc # 01-2018-5126	\$348,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,740.00 Hyde Park
		260	Mortgage Tax MTA Share	\$1,014.00
		275	1-6 Family	\$870.00
		276	Mortgage Tax Local	\$0.00
				\$3,624.00
			Receipt Total:	\$3,624.00
26527	8/16/2018	Mortgagor: TORRES EMMANUEL Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2616	Doc # 01-2018-5127	\$205,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$1,025.00 East Fishkill
		260	Mortgage Tax MTA Share	\$585.00
		276	Mortgage Tax Local	\$0.00
				\$1,610.00
			Receipt Total:	\$1,610.00
26532	8/16/2018	Mortgagor: TRASLAVINA EILEEN Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2617	Doc # 01-2018-5128	\$100,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$500.00 Hyde Park
		260	Mortgage Tax MTA Share	\$270.00
		276	Mortgage Tax Local	\$0.00
				\$770.00
			Receipt Total:	\$770.00
26533	8/16/2018	Mortgagor: RALEIGH JOHN T Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2618	Doc # 01-2018-5129	\$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
26536	8/16/2018	Mortgagor: HARRISON SHAWN DONALD Mortgagee: RHINEBECK BANK		
		Serial # DJ2619	Doc # 01-2018-5130	\$213,780.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,069.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$611.40
		275	1-6 Family	\$534.50

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		276	Mortgage Tax Local \$0.00
			\$2,214.90
26536	8/16/2018	Mortgagor: HARRISON SHAWN DONALD Mortgagee: RHINEBECK BANK	
		Serial # DJ2620	Doc # 01-2018-5131 \$6,612.00 1-2 Family Residence
		250	Mortgage Tax County \$33.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$0.00
		275	1-6 Family \$16.50
		276	Mortgage Tax Local \$0.00
			\$49.50
		Receipt Total:	\$2,264.40
26537	8/16/2018	Mortgagor: BOFFOLI STEPHEN Mortgagee: PARKSIDE LENDING LLC	
		Serial # DJ2621	Doc # 01-2018-5132 \$199,200.00 1-2 Family Residence
		250	Mortgage Tax County \$996.00 Fishkill
		260	Mortgage Tax MTA Share \$567.60
		275	1-6 Family \$498.00
		276	Mortgage Tax Local \$0.00
			\$2,061.60
		Receipt Total:	\$2,061.60
26541	8/16/2018	Mortgagor: ORTEGA FERMIN Mortgagee: HOMEBRIDGE FINANCIAL SERVS INC	
		Serial # DJ2622	Doc # 01-2018-5133 \$298,800.00 1-2 Family Residence
		250	Mortgage Tax County \$1,494.00 East Fishkill
		260	Mortgage Tax MTA Share \$866.40
		275	1-6 Family \$747.00
		276	Mortgage Tax Local \$0.00
			\$3,107.40
		Receipt Total:	\$3,107.40
26545	8/16/2018	Mortgagor: DIBERNARDO CARMINE Mortgagee: RHINEBECK BANK	
		Serial # DJ2624	Doc # 01-2018-5134 \$110,000.00 1-2 Family Residence
		250	Mortgage Tax County \$550.00 Clinton
		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
26546	8/16/2018	Mortgagor: XENAKIS JEFFREY Mortgagee: ALLY BANK	
		Serial # DJ2623	Doc # 01-2018-5135 \$242,250.00 1-2 Family Residence
		250	Mortgage Tax County \$1,211.00 La Grange
		260	Mortgage Tax MTA Share \$696.60
		275	1-6 Family \$605.50

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		276	Mortgage Tax Local \$0.00
			\$2,513.10
			Receipt Total: \$2,513.10
26547	8/16/2018	Mortgagor: SZM PROPERTY LLC Mortgagee: MIRANDA DAGOBERTO	
		Serial # DJ2625	Doc # 01-2018-5136 \$60,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$300.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share \$150.00
		276	Mortgage Tax Local \$0.00
			\$450.00
			Receipt Total: \$450.00
26550	8/16/2018	Mortgagor: DEMPSEY DONALD ALAN JR Mortgagee: VALLEY NATL BANK	
		Serial # DJ2626	Doc # 01-2018-5137 \$237,160.00 1-2 Family Residence
		250	Mortgage Tax County \$1,186.00 Fishkill
		260	Mortgage Tax MTA Share \$681.60
		275	1-6 Family \$593.00
		276	Mortgage Tax Local \$0.00
			\$2,460.60
			Receipt Total: \$2,460.60
26562	8/16/2018	Mortgagor: AMBROSINO RAYMOND Mortgagee: CITIZENS BANK NA	
		Serial # DJ2627	Doc # 01-2018-5138 \$260,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,300.00 Pawling
		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
26566	8/16/2018	Mortgagor: JESSUP MARIE M Mortgagee: BOISVERT PATSY	
		Serial # DJ2628	Doc # 01-2018-5139 \$133,341.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$666.50 Hyde Park
		260	Mortgage Tax MTA Share \$369.90
		276	Mortgage Tax Local \$0.00
			\$1,036.40
			Receipt Total: \$1,036.40
26569	8/16/2018	Mortgagor: DERR JANE A Mortgagee: U S BANK NATL ASSOC	
		Serial # DJ2629	Doc # 01-2018-5140 \$111,642.31 1-2 Family Residence
		250	Mortgage Tax County \$558.00 East Fishkill

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		260	Mortgage Tax MTA Share \$304.80
		275	1-6 Family \$279.00
		276	Mortgage Tax Local \$0.00
			\$1,141.80
		Receipt Total:	\$1,141.80
26572	8/16/2018	Mortgagor: JUCHEM ROBIN A Mortgagee: MIDFIRST BANK	
		Serial # DJ2630	Doc # 01-2018-5141 \$5,467.52 1-2 Family Residence
		250	Mortgage Tax County \$27.50 Hyde Park
		260	Mortgage Tax MTA Share \$0.00
		275	1-6 Family \$13.75
		276	Mortgage Tax Local \$0.00
			\$41.25
		Receipt Total:	\$41.25
26577	8/16/2018	Mortgagor: PHILLIPS KRISTOPHER Mortgagee: RHINEBECK BANK	
		Serial # DJ2631	Doc # 01-2018-5142 \$224,500.00 1-2 Family Residence
		250	Mortgage Tax County \$1,122.50 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$643.50
		275	1-6 Family \$561.25
		276	Mortgage Tax Local \$0.00
			\$2,327.25
		Receipt Total:	\$2,327.25
26589	8/16/2018	Mortgagor: PIGNATELLI THOMAS JR Mortgagee: HOMEBRIDGE FINANCIAL SERVS INC	
		Serial # DJ2632	Doc # 01-2018-5143 \$195,900.00 1-2 Family Residence
		250	Mortgage Tax County \$979.50 East Fishkill
		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
26593	8/16/2018	Mortgagor: DAKOTA SPIRIT LLC Mortgagee: RHINEBECK BANK	
		Serial # DJ2633	Doc # 01-2018-5144 \$185,000.00 1-2 Family Residence
		250	Mortgage Tax County \$925.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$525.00
		275	1-6 Family \$462.50
		276	Mortgage Tax Local \$0.00
			\$1,912.50
		Receipt Total:	\$1,912.50

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26608	8/16/2018	Mortgagor:	DASCOLI JOEL	
		Mortgagee:	TD BANK NA	
	Serial # DJ2634	Doc #	01-2018-5146	\$192,500.00 1-2 Family Residence
	250	Mortgage Tax County		\$962.50 Beekman
	260	Mortgage Tax MTA Share		\$547.50
	275	1-6 Family		\$481.25
	276	Mortgage Tax Local		\$0.00
				\$1,991.25
		Receipt Total:		\$1,991.25
26624	8/16/2018	Mortgagor:	MINOR FIDEL N	Comments:
		Mortgagee:	BANK OF AMERICA NA	INSTRUMENT NOT ENTITLED TO BE RECORDED PER NYS TAX LAW SECTION 258a
	Serial # DJ2635	Doc #	01-2018-5147	\$13,158.22 1-2 Family Residence
	250	Mortgage Tax County		\$66.00 City of Poughkeepsie
	260	Mortgage Tax MTA Share		\$9.60
	275	1-6 Family		\$33.00
	276	Mortgage Tax Local		\$0.00
				\$108.60
		Receipt Total:		\$108.60
26648	8/17/2018	Mortgagor:	LI ZHIJIE	
		Mortgagee:	WELLS FARGO BANK NA	
	Serial # DJ2636	Doc #	01-2018-5148	\$104,000.00 1-2 Family Residence
	250	Mortgage Tax County		\$520.00 North East
	260	Mortgage Tax MTA Share		\$282.00
	275	1-6 Family		\$260.00
	276	Mortgage Tax Local		\$0.00
				\$1,062.00
		Receipt Total:		\$1,062.00
26649	8/17/2018	Mortgagor:	SINGH MANJINDER	
		Mortgagee:	TRUSTCO BANK	
	Serial # DJ2637	Doc #	01-2018-5149	\$325,000.00 1-2 Family Residence
	250	Mortgage Tax County		\$1,625.00 Fishkill
	260	Mortgage Tax MTA Share		\$945.00
	275	1-6 Family		\$812.50
	276	Mortgage Tax Local		\$0.00
				\$3,382.50
		Receipt Total:		\$3,382.50
26651	8/17/2018	Mortgagor:	KEESLER WILLIAM P	
		Mortgagee:	ULSTER SVGS BANK	
	Serial # DJ2638	Doc #	01-2018-5150	\$504,000.00 1-2 Family Residence
	250	Mortgage Tax County		\$2,520.00 Washington
	260	Mortgage Tax MTA Share		\$1,482.00

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		275	1-6 Family	\$1,260.00
		276	Mortgage Tax Local	\$0.00
				\$5,262.00
		Receipt Total:		\$5,262.00
26654	8/17/2018	Mortgagor: HORVATH THOMAS Mortgagee: TEG FCU		
		Serial # DJ2641	Doc # 01-2018-5151	\$225,250.00 (E) CR Un/Nat Pr
		276	Mortgage Tax Local	\$0.00
		260	Mortgage Tax MTA Share	\$645.60
		250	Mortgage Tax County	\$1,126.00 Wappinger
				\$1,771.60
		Receipt Total:		\$1,771.60
26655	8/17/2018	Mortgagor: NENO JOHN A Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2640	Doc # 01-2018-5152	\$55,632.32 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$278.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$136.80
		276	Mortgage Tax Local	\$0.00
				\$414.80
		Receipt Total:		\$414.80
26657	8/17/2018	Mortgagor: ESPOSITO CARMINE Mortgagee: SILVERMINE VENTURES LLC		
		Serial # DJ2642	Doc # 01-2018-5154	\$216,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,080.00 Rhinebeck
		260	Mortgage Tax MTA Share	\$618.00
		275	1-6 Family	\$540.00
		276	Mortgage Tax Local	\$0.00
				\$2,238.00
		Receipt Total:		\$2,238.00
26660	8/17/2018	Mortgagor: DEVIDO DAWNMARIE Mortgagee: CARRINGTON MORTGAGE SERVS LLC		
		Serial # DJ2643	Doc # 01-2018-5155	\$240,562.00 (NE) 1-6 Residence
		250	Mortgage Tax County	\$1,203.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$721.80
		275	1-6 Family	\$601.50
		276	Mortgage Tax Local	\$0.00
				\$2,526.30
		Receipt Total:		\$2,526.30
26665	8/17/2018	Mortgagor: MOORADIAN HUTCHISON LUCILLE Mortgagee: TEG FCU		
		Serial # DJ2644	Doc # 01-2018-5156	\$64,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$320.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$162.00

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$482.00
			Receipt Total: \$482.00
26666	8/17/2018	Mortgagor: WOOD MICHAEL D Mortgagee: HOMESTEAD FUNDING CORP	
		Serial # DJ2645	Doc # 01-2018-5157 \$237,286.00 1-2 Family Residence
		250	Mortgage Tax County \$1,186.50 Washington
		260	Mortgage Tax MTA Share \$681.90
		275	1-6 Family \$593.25
		276	Mortgage Tax Local \$0.00
			\$2,461.65
			Receipt Total: \$2,461.65
26671	8/17/2018	Mortgagor: CREWS HALL KATHLEEN Mortgagee: EDUCATION & GOVERNMENT EMP FCU	
		Serial # DJ2646	Doc # 01-2018-5158 \$193,600.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$968.00 Fishkill
		260	Mortgage Tax MTA Share \$550.80
		276	Mortgage Tax Local \$0.00
			\$1,518.80
			Receipt Total: \$1,518.80
26673	8/17/2018	Mortgagor: DELFORNO MICHAEL J Mortgagee: PRIMELENDING	
		Serial # DJ2647	Doc # 01-2018-5159 \$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
		276	Mortgage Tax Local \$0.00
			\$1,125.00
			Receipt Total: \$1,125.00
26680	8/17/2018	Mortgagor: SHERMAN BETH Mortgagee: CITIBANK NA	
		Serial # DJ2648	Doc # 01-2018-5160 \$152,000.00 1-2 Family Residence
		250	Mortgage Tax County \$760.00 North East
		260	Mortgage Tax MTA Share \$426.00
		275	1-6 Family \$380.00
		276	Mortgage Tax Local \$0.00
			\$1,566.00
			Receipt Total: \$1,566.00

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
26683	8/17/2018	Mortgagor:	HANSEN KARL JOHN	
		Mortgagee:	RHINEBECK BANK	
		Serial # DJ2649	Doc # 01-2018-5161	\$174,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$870.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$492.00
		275	1-6 Family	\$435.00
		276	Mortgage Tax Local	\$0.00
				\$1,797.00
			Receipt Total:	\$1,797.00
26685	8/17/2018	Mortgagor:	HENDRICK JAMES	
		Mortgagee:	SALISBURY BANK & TRUST CO	
		Serial # DJ2651	Doc # 01-2018-5162	\$400,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$2,000.00 North East
		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
26692	8/17/2018	Mortgagor:	344 MAIN HOLDING LLC	
		Mortgagee:	SG CAPITAL PARTNERS LLC	
		Serial # DJ2650	Doc # 01-2018-5163	\$3,150,000.00 (NE) Commercial
		250	Mortgage Tax County	\$15,750.00 City of Beacon
		260	Mortgage Tax MTA Share	\$9,450.00
		270	SONYMA	\$7,875.00
		276	Mortgage Tax Local	\$0.00
				\$33,075.00
			Receipt Total:	\$33,075.00
26693	8/17/2018	Mortgagor:	JAQUISH ROBERT	
		Mortgagee:	CARDER JAMES E	
		Serial # DJ2652	Doc # 01-2018-5166	\$80,000.00 (E) CR Un/Nat Pr
		276	Mortgage Tax Local	\$0.00
		260	Mortgage Tax MTA Share	\$210.00
		250	Mortgage Tax County	\$400.00 Amenia
				\$610.00
			Receipt Total:	\$610.00
26696	8/17/2018	Mortgagor:	MILLER MARK	
		Mortgagee:	HUDSON VALLEY FCU	
		Serial # DJ2653	Doc # 01-2018-5168	\$300,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$1,500.00 East Fishkill
		260	Mortgage Tax MTA Share	\$870.00
		276	Mortgage Tax Local	\$0.00
				\$2,370.00
			Receipt Total:	\$2,370.00

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
26698	8/17/2018	Mortgagor: BAILEY BRANDON Mortgagee: MOVEMENT MORTGAGE LLC		
	Serial # DJ2654	Doc # 01-2018-5169	\$208,550.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,042.50	East Fishkill
	260	Mortgage Tax MTA Share	\$595.50	
	275	1-6 Family	\$521.25	
	276	Mortgage Tax Local	\$0.00	
			\$2,159.25	
		Receipt Total:	\$2,159.25	
26699	8/17/2018	Mortgagor: WEAVER PRISCILLA Mortgagee: PRIMELENDING		
	Serial # DJ2655	Doc # 01-2018-5170	\$300,700.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,503.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$872.10	
	275	1-6 Family	\$751.75	
	276	Mortgage Tax Local	\$0.00	
			\$3,127.35	
		Receipt Total:	\$3,127.35	
26703	8/17/2018	Mortgagor: EDWARDS ALAN Mortgagee: PRIMELENDING		
	Serial # DJ2656	Doc # 01-2018-5171	\$394,250.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,971.00	Fishkill
	260	Mortgage Tax MTA Share	\$1,152.60	
	275	1-6 Family	\$985.50	
	276	Mortgage Tax Local	\$0.00	
			\$4,109.10	
		Receipt Total:	\$4,109.10	
26720	8/17/2018	Mortgagor: ASIEDU ANTHONY K Mortgagee: PATRIOT ONE MORTGAGE BANKERS LLC		
	Serial # DJ2657	Doc # 01-2018-5172	\$380,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,900.00	Town of Poughkeepsie
	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	
26748	8/17/2018	Mortgagor: BARTOW FRANCIS D II Mortgagee: BANK OF MILLBROOK		
	Serial # DJ2659	Doc # 01-2018-5173	\$100,000.00	(NE) 1-6 Residence
	250	Mortgage Tax County	\$500.00	Washington
	260	Mortgage Tax MTA Share	\$300.00	
	275	1-6 Family	\$250.00	

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
		276	Mortgage Tax Local	\$0.00
				\$1,050.00
			Receipt Total:	\$1,050.00
26756	8/17/2018	Mortgagor: FITCHETT GARY W Mortgagee: TD BANK NA		
		Serial # DJ2660	Doc # 01-2018-5175	\$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
26787	8/20/2018	Mortgagor: NEILL BENJAMIN Mortgagee: BANK OF AMERICA NA		
		Serial # DJ2661	Doc # 01-2018-5176	\$255,500.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,277.50 City of Beacon
		260	Mortgage Tax MTA Share	\$736.50
		275	1-6 Family	\$638.75
		276	Mortgage Tax Local	\$0.00
				\$2,652.75
			Receipt Total:	\$2,652.75
26788	8/20/2018	Mortgagor: MATCHA RAMESH K Mortgagee: FREEDOM MORTGAGE CORP		
		Serial # DJ2663	Doc # 01-2018-5177	\$233,689.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,168.50 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$671.10
		275	1-6 Family	\$584.25
		276	Mortgage Tax Local	\$0.00
				\$2,423.85
			Receipt Total:	\$2,423.85
26790	8/20/2018	Mortgagor: WHITMORE BRAD Mortgagee: RHINEBECK BANK		
		Serial # DJ2662	Doc # 01-2018-5178	\$346,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,730.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$1,008.00
		275	1-6 Family	\$865.00
		276	Mortgage Tax Local	\$0.00
				\$3,603.00
			Receipt Total:	\$3,603.00

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Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
26796	8/20/2018	Mortgagor:	GRICIUS JOVIALIS	
		Mortgagee:	TEG FCU	
		Serial # DJ2664	Doc # 01-2018-5179	\$213,300.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$1,066.50 La Grange
		260	Mortgage Tax MTA Share	\$609.90
		276	Mortgage Tax Local	\$0.00
				\$1,676.40
			Receipt Total:	\$1,676.40
26805	8/20/2018	Mortgagor:	TURRISI DONALD R	
		Mortgagee:	KEYBANK NATL ASSOC	
		Serial # DJ2666	Doc # 01-2018-5180	\$86,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$430.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$228.00
		275	1-6 Family	\$215.00
		276	Mortgage Tax Local	\$0.00
				\$873.00
			Receipt Total:	\$873.00
26821	8/20/2018	Mortgagor:	PIAZZA MICHAEL V	
		Mortgagee:	ULSTER SVGS BANK	
		Serial # DJ2667	Doc # 01-2018-5182	\$175,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$875.00 Red Hook
		260	Mortgage Tax MTA Share	\$495.00
		275	1-6 Family	\$437.50
		276	Mortgage Tax Local	\$0.00
				\$1,807.50
			Receipt Total:	\$1,807.50
26823	8/20/2018	Mortgagor:	WISDOM DAIN C	
		Mortgagee:	QUICKEN LOANS INC	
		Serial # DJ2668	Doc # 01-2018-5183	\$209,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,045.00 Amenia
		260	Mortgage Tax MTA Share	\$597.00
		275	1-6 Family	\$522.50
		276	Mortgage Tax Local	\$0.00
				\$2,164.50
			Receipt Total:	\$2,164.50
26826	8/20/2018	Mortgagor:	WILSON SOWAH HENRY	
		Mortgagee:	MID HUDSON VALLEY FCU	
		Serial # DJ2669	Doc # 01-2018-5184	\$550,050.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$2,750.00 Wappinger
		260	Mortgage Tax MTA Share	\$1,620.00
		276	Mortgage Tax Local	\$0.00
				\$4,370.00
			Receipt Total:	\$4,370.00

## Dutchess County Clerk Mortgage Tax Report

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
26845	8/20/2018	Mortgagor: HAINES CAROLYN M		
		Mortgagee: RHINEBECK BANK		
	Serial # DJ2670	Doc # 01-2018-5186	\$223,790.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,119.00	City of Poughkeepsie
	260	Mortgage Tax MTA Share	\$641.40	
	275	1-6 Family	\$559.50	
	276	Mortgage Tax Local	\$0.00	
			\$2,319.90	
		Receipt Total:	\$2,319.90	
26849	8/20/2018	Mortgagor: LIBONATI CAMILLE A		
		Mortgagee: MAHOPAC BANK		
	Serial # DJ2671	Doc # 01-2018-5187	\$54,375.00	1-2 Family Residence
	250	Mortgage Tax County	\$272.00	Clinton
	260	Mortgage Tax MTA Share	\$133.20	
	275	1-6 Family	\$136.00	
	276	Mortgage Tax Local	\$0.00	
			\$541.20	
		Receipt Total:	\$541.20	
26858	8/20/2018	Mortgagor: MCGRATH MICHAEL		
		Mortgagee: MONEY SOURCE INC		
	Serial # DJ2673	Doc # 01-2018-5188	\$127,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$635.00	City 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	
26881	8/20/2018	Mortgagor: DOUBLE R CAPITAL INC		
		Mortgagee: DEALMAKER SOLUTIONS INC		
	Serial # DJ2674	Doc # 01-2018-5189	\$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	
26918	8/21/2018	Mortgagor: DANCONA LUKE		
		Mortgagee: MID HUDSON VALLEY FCU		
	Serial # DJ2675	Doc # 01-2018-5190	\$48,750.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$243.50	Milan
	260	Mortgage Tax MTA Share	\$116.10	

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
		276	Mortgage Tax Local	\$0.00
				\$359.60
			Receipt Total:	\$359.60
26922	8/21/2018	Mortgagor: ZOBLER ANDREW Mortgagee: BANK OF AMERICA NA		
		Serial # DJ2676	Doc # 01-2018-5191	\$4,560,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$22,800.00 Rhinebeck
		260	Mortgage Tax MTA Share	\$13,650.00
		275	1-6 Family	\$11,400.00
		276	Mortgage Tax Local	\$0.00
				\$47,850.00
			Receipt Total:	\$47,850.00
26936	8/21/2018	Mortgagor: WEBB GAVIN Mortgagee: RBC BANK GEORGIA NA		
		Serial # DJ2677	Doc # 01-2018-5192	\$264,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,320.00 Clinton
		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
26947	8/21/2018	Mortgagor: MERCHAN HUGO F Mortgagee: WINTRUST MORTGAGE		
		Serial # DJ2679	Doc # 01-2018-5193	\$178,125.00 1-2 Family Residence
		250	Mortgage Tax County	\$890.50 Red Hook
		260	Mortgage Tax MTA Share	\$504.30
		275	1-6 Family	\$445.25
		276	Mortgage Tax Local	\$0.00
				\$1,840.05
			Receipt Total:	\$1,840.05
26985	8/21/2018	Mortgagor: PAHUCKI LANCE R Mortgagee: PLAZA HOME MORTGAGE INC		
		Serial # DJ2681	Doc # 01-2018-5195	\$315,250.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,576.00 Fishkill
		260	Mortgage Tax MTA Share	\$915.60
		275	1-6 Family	\$788.00
		276	Mortgage Tax Local	\$0.00
				\$3,279.60
			Receipt Total:	\$3,279.60

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
26991	8/21/2018	Mortgagor: ROUGIER PIERRE Mortgagee: ULSTER SVGS BANK		
	Serial # DJ2682	Doc # 01-2018-5196	\$960,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$4,800.00	Milan
	260	Mortgage Tax MTA Share	\$2,850.00	
	275	1-6 Family	\$2,400.00	
	276	Mortgage Tax Local	\$0.00	
			\$10,050.00	
		Receipt Total:	\$10,050.00	
27007	8/21/2018	Mortgagor: RYAN CHRISTOPHER Mortgagee: M & T BANK		
	Serial # DJ2680	Doc # 01-2018-5197	\$400,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,000.00	Union Vale
	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	
27015	8/21/2018	Mortgagor: CARLON CHRISTOPHER M Mortgagee: KEYBANK NATL ASSOC		
	Serial # DJ2683	Doc # 01-2018-5198	\$60,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$300.00	Red Hook
	260	Mortgage Tax MTA Share	\$150.00	
	275	1-6 Family	\$150.00	
	276	Mortgage Tax Local	\$0.00	
			\$600.00	
		Receipt Total:	\$600.00	
27025	8/21/2018	Mortgagor: BLUE WOOD VINEYARD LLC Mortgagee: SAVOY BANK		
	Serial # DJ2684	Doc # 01-2018-5199	\$780,000.00	(NE) Commercial
	250	Mortgage Tax County	\$3,900.00	Union Vale
	260	Mortgage Tax MTA Share	\$2,340.00	
	270	SONYMA	\$1,950.00	
	276	Mortgage Tax Local	\$0.00	
			\$8,190.00	
		Receipt Total:	\$8,190.00	
27027	8/21/2018	Mortgagor: KLAY PAUL W Mortgagee: MAHOPAC BANK		
	Serial # DJ2685	Doc # 01-2018-5200	\$61,000.00	1-2 Family Residence
	276	Mortgage Tax Local	\$0.00	
	275	1-6 Family	\$152.50	
	260	Mortgage Tax MTA Share	\$153.00	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		250	Mortgage Tax County	\$305.00 Milan
				\$610.50
			Receipt Total:	\$610.50
27029	8/21/2018	Mortgagor: MARTIN GARRETT T Mortgagee: KEYBANK NATL ASSOC		
		Serial # DJ2686	Doc # 01-2018-5201	\$7,840.35 1-2 Family Residence
		250	Mortgage Tax County	\$39.00 Fishkill
		260	Mortgage Tax MTA Share	\$0.00
		275	1-6 Family	\$19.50
		276	Mortgage Tax Local	\$0.00
				\$58.50
			Receipt Total:	\$58.50
27031	8/21/2018	Mortgagor: NAEDER DAVID R Mortgagee: TBI MORTGAGE CO		
		Serial # DJ2687	Doc # 01-2018-5203	\$451,120.00 1-2 Family Residence
		276	Mortgage Tax Local	\$0.00
		275	1-6 Family	\$1,127.75
		260	Mortgage Tax MTA Share	\$1,323.30
		250	Mortgage Tax County	\$2,255.50 East Fishkill
				\$4,706.55
			Receipt Total:	\$4,706.55
27032	8/21/2018	Mortgagor: LEE MELINDA Mortgagee: QUICKEN LOANS INC		
		Serial # DJ2688	Doc # 01-2018-5204	\$121,885.00 1-2 Family Residence
		250	Mortgage Tax County	\$609.50 Hyde Park
		260	Mortgage Tax MTA Share	\$335.70
		275	1-6 Family	\$304.75
		276	Mortgage Tax Local	\$0.00
				\$1,249.95
			Receipt Total:	\$1,249.95
27033	8/21/2018	Mortgagor: DIMASI JENNIFER Mortgagee: QUICKEN LOANS INC		
		Serial # DJ2689	Doc # 01-2018-5205	\$118,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$590.00 La Grange
		260	Mortgage Tax MTA Share	\$324.00
		275	1-6 Family	\$295.00
		276	Mortgage Tax Local	\$0.00
				\$1,209.00
			Receipt Total:	\$1,209.00

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
27037	8/21/2018	Mortgagor:	GARDELLA LOREEN A	
		Mortgagee:	JPMORGAN CHASE BANK NA	
	Serial # DJ2690	Doc # 01-2018-5206	\$8,442.37	1-2 Family Residence
	250	Mortgage Tax County	\$42.00	Union Vale
	260	Mortgage Tax MTA Share	\$0.00	
	275	1-6 Family	\$21.00	
	276	Mortgage Tax Local	\$0.00	
			\$63.00	
		Receipt Total:	\$63.00	
27040	8/21/2018	Mortgagor:	MARTIN EDWARD G	
		Mortgagee:	QUICKEN LOANS INC	
	Serial # DJ2691	Doc # 01-2018-5209	\$287,700.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,438.50	Washington
	260	Mortgage Tax MTA Share	\$833.10	
	275	1-6 Family	\$719.25	
	276	Mortgage Tax Local	\$0.00	
			\$2,990.85	
		Receipt Total:	\$2,990.85	
27042	8/21/2018	Mortgagor:	ANTONELL MICHAEL J	
		Mortgagee:	QUICKEN LOANS INC	
	Serial # DJ2692	Doc # 01-2018-5210	\$366,200.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,831.00	Rhinebeck
	260	Mortgage Tax MTA Share	\$1,068.60	
	275	1-6 Family	\$915.50	
	276	Mortgage Tax Local	\$0.00	
			\$3,815.10	
		Receipt Total:	\$3,815.10	
27048	8/21/2018	Mortgagor:	CHEVANNES YOLANDA	
		Mortgagee:	WELLS FARGO BANK NA	
	Serial # DJ2693	Doc # 01-2018-5211	\$5,180.80	Corr / Re-Rec / Col. Sec.
	250	Mortgage Tax County	\$0.00	Fishkill
			\$0.00	
		Receipt Total:	\$0.00	
27056	8/21/2018	Mortgagor:	MAVROLEON BASIL G	
		Mortgagee:	JPMORGAN CHASE BANK NA	
	Serial # DJ2695	Doc # 01-2018-5214	\$18,525.06	1-2 Family Residence
	250	Mortgage Tax County	\$92.50	Washington
	260	Mortgage Tax MTA Share	\$25.50	
	275	1-6 Family	\$46.25	
	276	Mortgage Tax Local	\$0.00	
			\$164.25	
		Receipt Total:	\$164.25	

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Mortgage Tax Report**

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
27075	8/21/2018	Mortgagor:	STARR SCOTT E	
		Mortgagee:	HUDSON VALLEY FCU	
		Serial # DJ2698	Doc # 01-2018-5217	\$159,856.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$799.50 North East
		260	Mortgage Tax MTA Share	\$449.70
		276	Mortgage Tax Local	\$0.00
				\$1,249.20
			Receipt Total:	\$1,249.20
27084	8/21/2018	Mortgagor:	EFSTRATIOU ANASTASIA	
		Mortgagee:	PRIMELENDING	
		Serial # DJ2699	Doc # 01-2018-5218	\$227,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,135.00 Hyde Park
		260	Mortgage Tax MTA Share	\$651.00
		275	1-6 Family	\$567.50
		276	Mortgage Tax Local	\$0.00
				\$2,353.50
			Receipt Total:	\$2,353.50
27086	8/21/2018	Mortgagor:	EFFORT KENDALL	
		Mortgagee:	SUSTAINABLE NEIGHBORHOODS LLC	
		Serial # DJ2700	Doc # 01-2018-5219	\$31,065.43 1-2 Family Residence
		276	Mortgage Tax Local	\$0.00
		275	1-6 Family	\$77.75
		260	Mortgage Tax MTA Share	\$63.30
		250	Mortgage Tax County	\$155.50 La Grange
				\$296.55
			Receipt Total:	\$296.55
27094	8/21/2018	Mortgagor:	HAMILTON WENDY ANN	
		Mortgagee:	TIAA FSB	
		Serial # DJ2701	Doc # 01-2018-5220	\$352,497.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,762.50 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$1,027.50
		275	1-6 Family	\$881.25
		276	Mortgage Tax Local	\$0.00
				\$3,671.25
			Receipt Total:	\$3,671.25
27117	8/21/2018	Mortgagor:	SCHUCK SUSANNA M	
		Mortgagee:	TIAA FSB	
		Serial # DJ2702	Doc # 01-2018-5221	\$167,740.00 1-2 Family Residence
		250	Mortgage Tax County	\$838.50 Wappinger
		260	Mortgage Tax MTA Share	\$473.10
		275	1-6 Family	\$419.25

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$1,730.85
			Receipt Total: \$1,730.85
27118	8/21/2018	Mortgagor: LASANTA LUIS Mortgagee: TD BANK NA	
		Serial # DJ2703	Doc # 01-2018-5222 \$88,200.00 1-2 Family Residence
		250	Mortgage Tax County \$441.00 Washington
		260	Mortgage Tax MTA Share \$234.60
		275	1-6 Family \$220.50
		276	Mortgage Tax Local \$0.00
			\$896.10
			Receipt Total: \$896.10
27119	8/21/2018	Mortgagor: RAMSDEN CAITLINN M Mortgagee: RESIDENTIAL HOME FUNDING CORP	
		Serial # DJ2704	Doc # 01-2018-5223 \$289,987.00 1-2 Family Residence
		250	Mortgage Tax County \$1,450.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$840.00
		275	1-6 Family \$725.00
		276	Mortgage Tax Local \$0.00
			\$3,015.00
			Receipt Total: \$3,015.00
27126	8/22/2018	Mortgagor: BRAGADA REAL ESTATE LLC Mortgagee: ROCK EAST FUNDING LLC	
		Serial # DJ2706	Doc # 01-2018-5224 \$138,000.00 1-2 Family Residence
		250	Mortgage Tax County \$690.00 Clinton
		260	Mortgage Tax MTA Share \$384.00
		275	1-6 Family \$345.00
		276	Mortgage Tax Local \$0.00
			\$1,419.00
			Receipt Total: \$1,419.00
27127	8/22/2018	Mortgagor: DRUMMOND RACHEL R Mortgagee: KEYBANK NATL ASSOC	
		Serial # DJ2707	Doc # 01-2018-5226 \$237,500.00 1-2 Family Residence
		250	Mortgage Tax County \$1,187.50 Red Hook
		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

## Dutchess County Clerk Mortgage Tax Report

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
27129	8/22/2018	Mortgagor: PENA JUAN R		
		Mortgagee: UNITED WHOLESALE MORTGAGE		
	Serial # DJ2708	Doc # 01-2018-5227	\$323,819.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,619.00	East Fishkill
	260	Mortgage Tax MTA Share	\$941.40	
	275	1-6 Family	\$809.50	
	276	Mortgage Tax Local	\$0.00	
			\$3,369.90	
		Receipt Total:	\$3,369.90	
27132	8/22/2018	Mortgagor: SANTIAGO ALAN J		
		Mortgagee: TEG FCU		
	Serial # DJ2709	Doc # 01-2018-5228	\$360,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,800.00	East Fishkill
	260	Mortgage Tax MTA Share	\$1,050.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,850.00	
		Receipt Total:	\$2,850.00	
27136	8/22/2018	Mortgagor: MEI EMILIO		
		Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2710	Doc # 01-2018-5231	\$15,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$75.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$15.00	
	276	Mortgage Tax Local	\$0.00	
			\$90.00	
		Receipt Total:	\$90.00	
27142	8/22/2018	Mortgagor: BEDWARD KIRK		
		Mortgagee: NATIONSTAR MORTGAGE LLC		
	Serial # DJ2711	Doc # 01-2018-5232	\$318,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,590.00	Pleasant Valley
	260	Mortgage Tax MTA Share	\$924.00	
	275	1-6 Family	\$795.00	
	276	Mortgage Tax Local	\$0.00	
			\$3,309.00	
		Receipt Total:	\$3,309.00	
27148	8/22/2018	Mortgagor: RUSSO ANTHONY G JR		
		Mortgagee: NATIONSTAR MORTGAGE LLC		
	Serial # DJ2712	Doc # 01-2018-5233	\$120,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$600.00	Wappinger
	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	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
27151	8/22/2018	Mortgagor: DICKAN ROBERT E Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2714	Doc # 01-2018-5234	\$273,750.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,368.50	Wappinger
	260	Mortgage Tax MTA Share	\$791.10	
	276	Mortgage Tax Local	\$0.00	
			\$2,159.60	
		Receipt Total:	\$2,159.60	
27152	8/22/2018	Mortgagor: MOZDZIEZ MARK Mortgagee: M&T BANK		
	Serial # DJ2713	Doc # 01-2018-5235	\$78,200.14	1-2 Family Residence
	250	Mortgage Tax County	\$391.00	Pleasant Valley
	260	Mortgage Tax MTA Share	\$204.60	
	275	1-6 Family	\$195.50	
	276	Mortgage Tax Local	\$0.00	
			\$791.10	
		Receipt Total:	\$791.10	
27156	8/22/2018	Mortgagor: 8 CLAPP LLC Mortgagee: MARSHALL BARBARA J		
	Serial # DJ2715	Doc # 01-2018-5237	\$454,000.00	(NE) Commercial
	250	Mortgage Tax County	\$2,270.00	Wappinger
	260	Mortgage Tax MTA Share	\$1,362.00	
	270	SONYMA	\$1,135.00	
	276	Mortgage Tax Local	\$0.00	
			\$4,767.00	
		Receipt Total:	\$4,767.00	
27163	8/22/2018	Mortgagor: INESON JOHN Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2716	Doc # 01-2018-5238	\$78,500.00	(E) CR Un/Nat Pr
	276	Mortgage Tax Local	\$0.00	
	260	Mortgage Tax MTA Share	\$205.50	
	250	Mortgage Tax County	\$392.50	Wappinger
			\$598.00	
		Receipt Total:	\$598.00	
27168	8/22/2018	Mortgagor: HEINSMAN ALLISON M Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2717	Doc # 01-2018-5239	\$17,500.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$87.50	East Fishkill
	260	Mortgage Tax MTA Share	\$22.50	
	276	Mortgage Tax Local	\$0.00	
			\$110.00	
		Receipt Total:	\$110.00	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
27171	8/22/2018	Mortgagor: MESSIER RICHARD R Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2718	Doc # 01-2018-5240	\$35,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$175.00	Fishkill
	260	Mortgage Tax MTA Share	\$75.00	
	276	Mortgage Tax Local	\$0.00	
			\$250.00	
		Receipt Total:	\$250.00	
27174	8/22/2018	Mortgagor: PASS MARY E Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2719	Doc # 01-2018-5241	\$100,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$500.00	Red Hook
	260	Mortgage Tax MTA Share	\$270.00	
	276	Mortgage Tax Local	\$0.00	
			\$770.00	
		Receipt Total:	\$770.00	
27181	8/22/2018	Mortgagor: MESSING MARGIE Mortgagee: HOMEBRIDGE FINANCIAL SERVS INC		
	Serial # DJ2720	Doc # 01-2018-5242	\$237,650.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,188.00	Fishkill
	260	Mortgage Tax MTA Share	\$682.80	
	275	1-6 Family	\$594.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,464.80	
		Receipt Total:	\$2,464.80	
27183	8/22/2018	Mortgagor: PAHLCK TIMOTHY J Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2721	Doc # 01-2018-5243	\$16,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$80.00	Pleasant Valley
	260	Mortgage Tax MTA Share	\$18.00	
	276	Mortgage Tax Local	\$0.00	
			\$98.00	
		Receipt Total:	\$98.00	
27188	8/22/2018	Mortgagor: ACKERLY GRANT P Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2722	Doc # 01-2018-5244	\$60,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$300.00	Fishkill
	260	Mortgage Tax MTA Share	\$150.00	
	276	Mortgage Tax Local	\$0.00	
			\$450.00	
		Receipt Total:	\$450.00	

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
27194	8/22/2018	Mortgagor:	FALCONE THOMAS J JR	
		Mortgagee:	HUDSON VALLEY FCU	
	Serial # DJ2723	Doc #	01-2018-5245	\$75,000.00 (E) CR Un/Nat Pr
	250	Mortgage Tax County		\$375.00 Union Vale
	260	Mortgage Tax MTA Share		\$195.00
	276	Mortgage Tax Local		\$0.00
				\$570.00
		Receipt Total:		\$570.00
27211	8/22/2018	Mortgagor:	FALCON ANGEL I	
		Mortgagee:	TEG FCU	
	Serial # DJ2724	Doc #	01-2018-5248	\$340,000.00 (E) CR Un/Nat Pr
	250	Mortgage Tax County		\$1,700.00 Fishkill
	260	Mortgage Tax MTA Share		\$990.00
	276	Mortgage Tax Local		\$0.00
				\$2,690.00
		Receipt Total:		\$2,690.00
27214	8/22/2018	Mortgagor:	FREESE RUSSELL H	
		Mortgagee:	DOVE W JAMES	
	Serial # DJ2725	Doc #	01-2018-5249	\$290,000.00 (E) CR Un/Nat Pr
	250	Mortgage Tax County		\$1,450.00 Beekman
	260	Mortgage Tax MTA Share		\$840.00
	276	Mortgage Tax Local		\$0.00
				\$2,290.00
		Receipt Total:		\$2,290.00
27215	8/22/2018	Mortgagor:	FUENTES ANTHONY	
		Mortgagee:	PRIMELENDING	
	Serial # DJ2726	Doc #	01-2018-5250	\$211,105.00 1-2 Family Residence
	250	Mortgage Tax County		\$1,055.50 Pleasant Valley
	260	Mortgage Tax MTA Share		\$603.30
	275	1-6 Family		\$527.75
	276	Mortgage Tax Local		\$0.00
				\$2,186.55
		Receipt Total:		\$2,186.55
27217	8/22/2018	Mortgagor:	MERTLIK FRANK III	
		Mortgagee:	HUDSON VALLEY FCU	
	Serial # DJ2727	Doc #	01-2018-5251	\$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

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
27219	8/22/2018	Mortgagor: SMITH JEROME E JR Mortgagee: BANK OF GREENE COUNTY		
	Serial # DJ2728	Doc # 01-2018-5252	\$153,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$765.00	Red Hook
	260	Mortgage Tax MTA Share	\$429.00	
	275	1-6 Family	\$382.50	
	276	Mortgage Tax Local	\$0.00	
			\$1,576.50	
		Receipt Total:	\$1,576.50	
27222	8/22/2018	Mortgagor: ZAKREWSKI DAVID Mortgagee: BANK OF AMERICA NA		
	Serial # DJ2729	Doc # 01-2018-5253	\$208,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,040.00	Fishkill
	260	Mortgage Tax MTA Share	\$594.00	
	275	1-6 Family	\$520.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,154.00	
		Receipt Total:	\$2,154.00	
27224	8/22/2018	Mortgagor: CHAMPION PROPERTIES INC Mortgagee: SIMSONS LTD		
	Serial # DJ2730	Doc # 01-2018-5254	\$75,000.00	1-2 Family Residence
	280	Mortgage Tax Held	\$757.50	Other
			\$757.50	
		Receipt Total:	\$757.50	
27226	8/22/2018	Mortgagor: COUCH DONALD EDWARD Mortgagee: BAYVIEW LOAN SERVICING LLC		
	Serial # DJ2731	Doc # 01-2018-5255	\$103,290.66	1-2 Family Residence
	250	Mortgage Tax County	\$516.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$279.90	
	275	1-6 Family	\$258.25	
	276	Mortgage Tax Local	\$0.00	
			\$1,054.65	
		Receipt Total:	\$1,054.65	
27228	8/22/2018	Mortgagor: MAHONEY JOHN Mortgagee: BAYVIEW LOAN SERVICING LLC		
	Serial # DJ2732	Doc # 01-2018-5256	\$16,496.53	1-2 Family Residence
	250	Mortgage Tax County	\$82.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$19.50	
	275	1-6 Family	\$41.25	
	276	Mortgage Tax Local	\$0.00	
			\$143.25	
		Receipt Total:	\$143.25	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
27229	8/22/2018	Mortgagor: DEBICKI BEATA Mortgagee: MB FINANCIAL BANK NA	
	Serial # DJ2733	Doc # 01-2018-5257	\$9,865.53 1-2 Family Residence
	250	Mortgage Tax County	\$49.50 East Fishkill
	260	Mortgage Tax MTA Share	\$0.00
	275	1-6 Family	\$24.75
	276	Mortgage Tax Local	\$0.00
			\$74.25
		Receipt Total:	\$74.25
27244	8/22/2018	Mortgagor: REYES JAMES D Mortgagee: WALDEN SAVGS BANK	
	Serial # DJ2734	Doc # 01-2018-5258	\$45,000.00 1-2 Family Residence
	250	Mortgage Tax County	\$225.00 City of Beacon
	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
27245	8/22/2018	Mortgagor: TEDONE ROBERT Mortgagee: WALDEN SAVGS BANK	
	Serial # DJ2735	Doc # 01-2018-5259	\$350,079.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,750.50 Wappinger
	260	Mortgage Tax MTA Share	\$1,020.30
	275	1-6 Family	\$875.25
	276	Mortgage Tax Local	\$0.00
			\$3,646.05
		Receipt Total:	\$3,646.05
27247	8/22/2018	Mortgagor: TRAPANI ROSS A Mortgagee: BANK OF AMERICA NA	
	Serial # DJ2736	Doc # 01-2018-5260	\$445,000.00 1-2 Family Residence
	250	Mortgage Tax County	\$2,225.00 La Grange
	260	Mortgage Tax MTA Share	\$1,305.00
	275	1-6 Family	\$1,112.50
	276	Mortgage Tax Local	\$0.00
			\$4,642.50
		Receipt Total:	\$4,642.50
27249	8/22/2018	Mortgagor: JUAREZ PROPERTIES INC Mortgagee: VANIKIOTIS CONSTANTINO	
	Serial # DJ2737	Doc # 01-2018-5261	\$115,000.00 (E) CR Un/Nat Pr
	250	Mortgage Tax County	\$575.00 City of Poughkeepsie
	260	Mortgage Tax MTA Share	\$315.00

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		276	Mortgage Tax Local \$0.00
			\$890.00
		Receipt Total:	\$890.00
27290	8/23/2018	Mortgagor: GALLAGHER RAYMOND C Mortgagee: KEYBANK NATL ASSOC	
		Serial # DJ2738	Doc # 01-2018-5262 \$228,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,140.00 Pine Plains
		260	Mortgage Tax MTA Share \$654.00
		275	1-6 Family \$570.00
		276	Mortgage Tax Local \$0.00
			\$2,364.00
		Receipt Total:	\$2,364.00
27295	8/23/2018	Mortgagor: ARCHIBALD JOHN A Mortgagee: CAPITAL COMMUNICATIONS FCU	
		Serial # DJ2739	Doc # 01-2018-5263 \$198,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$990.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$564.00
		276	Mortgage Tax Local \$0.00
			\$1,554.00
		Receipt Total:	\$1,554.00
27308	8/23/2018	Mortgagor: DELAMATER JESSE D Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2740	Doc # 01-2018-5264 \$56,500.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$282.50 East Fishkill
		260	Mortgage Tax MTA Share \$139.50
		276	Mortgage Tax Local \$0.00
			\$422.00
		Receipt Total:	\$422.00
27309	8/23/2018	Mortgagor: MERCADO PEDRO Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2741	Doc # 01-2018-5265 \$34,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$170.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$72.00
		276	Mortgage Tax Local \$0.00
			\$242.00
		Receipt Total:	\$242.00
27312	8/23/2018	Mortgagor: SEE KATHLYN Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2742	Doc # 01-2018-5266 \$65,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$325.00 Fishkill
		260	Mortgage Tax MTA Share \$165.00

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		276	Mortgage Tax Local \$0.00
			\$490.00
			Receipt Total: \$490.00
27316	8/23/2018	Mortgagor: LAFRONZ EMBERGER JOSEPH Mortgagee: JPMORGAN CHASE BANK NA	
		Serial # DJ2743	Doc # 01-2018-5267 \$218,250.00 1-2 Family Residence
		250	Mortgage Tax County \$1,091.00 La Grange
		260	Mortgage Tax MTA Share \$624.60
		275	1-6 Family \$545.50
		276	Mortgage Tax Local \$0.00
			\$2,261.10
			Receipt Total: \$2,261.10
27318	8/23/2018	Mortgagor: SIMO NIURKA J Mortgagee: USAA FED SVGS BANK	
		Serial # DJ2744	Doc # 01-2018-5268 \$384,084.00 1-2 Family Residence
		250	Mortgage Tax County \$1,920.50 East Fishkill
		260	Mortgage Tax MTA Share \$1,122.30
		275	1-6 Family \$960.25
		276	Mortgage Tax Local \$0.00
			\$4,003.05
			Receipt Total: \$4,003.05
27319	8/23/2018	Mortgagor: MULLIGAN JAMES P Mortgagee: UNITED WHOLESALE MORTGAGE	
		Serial # DJ2745	Doc # 01-2018-5269 \$304,000.00 (NE) Commercial
		250	Mortgage Tax County \$1,520.00 City of Beacon
		260	Mortgage Tax MTA Share \$912.00
		270	SONYMA \$760.00
		276	Mortgage Tax Local \$0.00
			\$3,192.00
			Receipt Total: \$3,192.00
27328	8/23/2018	Mortgagor: RODRIGUEZ EDUARDO Mortgagee: LOANDEPOT COM LLC	
		Serial # DJ2748	Doc # 01-2018-5270 \$346,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,730.00 Fishkill
		260	Mortgage Tax MTA Share \$1,008.00
		275	1-6 Family \$865.00
		276	Mortgage Tax Local \$0.00
			\$3,603.00
			Receipt Total: \$3,603.00

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
27329	8/23/2018	Mortgagor: FLIPPIN AMADANS INC Mortgagee: LENDINGHOME FUNDING CORP		
	Serial # DJ2749	Doc # 01-2018-5271	\$131,700.00	1-2 Family Residence
	250	Mortgage Tax County	\$658.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$365.10	
	275	1-6 Family	\$329.25	
	276	Mortgage Tax Local	\$0.00	
			\$1,352.85	
		Receipt Total:	\$1,352.85	
27332	8/23/2018	Mortgagor: GAS LAND HOLDINGS CORP Mortgagee: M&T BANK		
	Serial # DJ2747	Doc # 01-2018-5272	\$1,275,000.00	(NE) Commercial
	250	Mortgage Tax County	\$6,375.00	Fishkill
	260	Mortgage Tax MTA Share	\$3,825.00	
	270	SONYMA	\$3,187.50	
	276	Mortgage Tax Local	\$0.00	
			\$13,387.50	
		Receipt Total:	\$13,387.50	
27334	8/23/2018	Mortgagor: GAS LAND PETROLEUM INC Mortgagee: M & T BANK		
	Serial # DJ2750	Doc # 01-2018-5274	\$937,500.00	(NE) Commercial
	250	Mortgage Tax County	\$4,687.50	East Fishkill
	260	Mortgage Tax MTA Share	\$2,812.50	
	270	SONYMA	\$2,343.75	
	276	Mortgage Tax Local	\$0.00	
			\$9,843.75	
		Receipt Total:	\$9,843.75	
27342	8/23/2018	Mortgagor: GUNDELACH JUSTIN Mortgagee: HUDSON RIVER FINANCIAL FCU		
	Serial # DJ2751	Doc # 01-2018-5276	\$45,000.00	(E) CR Un/Nat Pr
	280	Mortgage Tax Held	\$330.00	Other
			\$330.00	
		Receipt Total:	\$330.00	
27344	8/23/2018	Mortgagor: DELDIN DANICA D Mortgagee: PRIMELENDING		
	Serial # DJ2752	Doc # 01-2018-5277	\$242,165.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,211.00	Dover
	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	

**Dutchess County Clerk  
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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
27352	8/23/2018	Mortgagor: MARK MOODIE TRUST Mortgagee: TOWER FCU		
	Serial # DJ2753	Doc # 01-2018-5278	\$70,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$350.00	Wappinger
	260	Mortgage Tax MTA Share	\$180.00	
	275	1-6 Family	\$175.00	
	276	Mortgage Tax Local	\$0.00	
			\$705.00	
		Receipt Total:	\$705.00	
27369	8/23/2018	Mortgagor: RACHEL AVIRAM FAMILY TRUST 2014 Mortgagee: AMERICAN ADVISORS GROUP		
	Serial # DJ2754	Doc # 01-2018-5279	\$210,000.00	No Tax / Serial #
	250	Mortgage Tax County	\$0.00	Town of Poughkeepsie
			\$0.00	
27369	8/23/2018	Mortgagor: RACHEL AVIRAM FAMILY TRUST 2014 Mortgagee: HOUSING & URBAN DEVELOPMENT		
	Serial # DJ2755	Doc # 01-2018-5280	\$210,000.00	No Tax / Serial #
	250	Mortgage Tax County	\$0.00	Town of Poughkeepsie
			\$0.00	
		Receipt Total:	\$0.00	
27372	8/23/2018	Mortgagor: MEDRANO FRANCISCO E Mortgagee: PNC BANK NA		
	Serial # DJ2756	Doc # 01-2018-5281	\$137,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$685.00	Town of Poughkeepsie
	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	
27376	8/23/2018	Mortgagor: PIMENTEL FRANK J Mortgagee: CALIBER HOME LOANS INC		
	Serial # DJ2757	Doc # 01-2018-5282	\$350,749.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,753.50	La Grange
	260	Mortgage Tax MTA Share	\$1,022.10	
	275	1-6 Family	\$876.75	
	276	Mortgage Tax Local	\$0.00	
			\$3,652.35	
		Receipt Total:	\$3,652.35	
27396	8/23/2018	Mortgagor: NESHEIWAT MAZEN Mortgagee: MANUFACTURERS & TRADERS TRUST CO		
	Serial # DJ2758	Doc # 01-2018-5283	\$250,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,250.00	Town of Poughkeepsie

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		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
27401	8/23/2018	Mortgagor: MACHICOTE ANGELA Mortgagee: KEYBANK NATL ASSOC	
		Serial # DJ2759	Doc # 01-2018-5284 \$118,808.00 (NE) 1-6 Residence
		250	Mortgage Tax County \$594.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share \$356.40
		275	1-6 Family \$297.00
		276	Mortgage Tax Local \$0.00
			\$1,247.40
		Receipt Total:	\$1,247.40
27415	8/24/2018	Mortgagor: HUTCHINS CAMDEN Mortgagee: RHINEBECK BANK	
		Serial # DJ2760	Doc # 01-2018-5285 \$40,000.00 1-2 Family Residence
		250	Mortgage Tax County \$200.00 Hyde Park
		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
27421	8/24/2018	Mortgagor: TITO JANICE Mortgagee: CITIZENS BANK NA	
		Serial # DJ2761	Doc # 01-2018-5286 \$172,000.00 1-2 Family Residence
		250	Mortgage Tax County \$860.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share \$486.00
		275	1-6 Family \$430.00
		276	Mortgage Tax Local \$0.00
			\$1,776.00
		Receipt Total:	\$1,776.00
27426	8/24/2018	Mortgagor: PITTORE RICHARD JR Mortgagee: RHINEBECK BANK	
		Serial # DJ2762	Doc # 01-2018-5287 \$252,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,260.00 Wappinger
		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

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
27427	8/24/2018	Mortgagor: ASANAJ RAM Mortgagee: TEG FCU		
	Serial # DJ2763	Doc # 01-2018-5288	\$360,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,800.00	East Fishkill
	260	Mortgage Tax MTA Share	\$1,050.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,850.00	
		Receipt Total:	\$2,850.00	
27428	8/24/2018	Mortgagor: UMBREEN BUSHRA Mortgagee: QUICKEN LOANS INC		
	Serial # DJ2764	Doc # 01-2018-5289	\$139,125.00	1-2 Family Residence
	250	Mortgage Tax County	\$695.50	City of Poughkeepsie
	260	Mortgage Tax MTA Share	\$387.30	
	275	1-6 Family	\$347.75	
	276	Mortgage Tax Local	\$0.00	
			\$1,430.55	
		Receipt Total:	\$1,430.55	
27431	8/24/2018	Mortgagor: OLSEN MARIE LOUISE Mortgagee: NEW PENN FINANCIAL LLC		
	Serial # DJ2765	Doc # 01-2018-5290	\$298,493.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,492.50	Union Vale
	260	Mortgage Tax MTA Share	\$865.50	
	275	1-6 Family	\$746.25	
	276	Mortgage Tax Local	\$0.00	
			\$3,104.25	
		Receipt Total:	\$3,104.25	
27434	8/24/2018	Mortgagor: CALO MANUEL Mortgagee: WELLS FARGO BANK NA		
	Serial # DJ2766	Doc # 01-2018-5291	\$308,750.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,543.50	Wappinger
	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	
27437	8/24/2018	Mortgagor: SOGRIM RONDULPH S Mortgagee: HOMESTEAD FUNDING CORP		
	Serial # DJ2767	Doc # 01-2018-5292	\$324,445.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,622.00	East Fishkill
	260	Mortgage Tax MTA Share	\$943.20	
	275	1-6 Family	\$811.00	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$3,376.20
			Receipt Total: \$3,376.20
27441	8/24/2018	Mortgagor: GUCCIONE KENNETH L Mortgagee: QUICKEN LOANS INC	
		Serial # DJ2768	Doc # 01-2018-5293 \$201,600.00 1-2 Family Residence
		250	Mortgage Tax County \$1,008.00 La Grange
		260	Mortgage Tax MTA Share \$574.80
		275	1-6 Family \$504.00
		276	Mortgage Tax Local \$0.00
			\$2,086.80
			Receipt Total: \$2,086.80
27443	8/24/2018	Mortgagor: BIONDI MICHAEL Mortgagee: TBI MORTGAGE CO	
		Serial # DJ2769	Doc # 01-2018-5294 \$220,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,100.00 Wappinger
		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
27456	8/24/2018	Mortgagor: VALLARO MICHAEL Mortgagee: JPMORGAN CHASE BANK NA	
		Serial # DJ2770	Doc # 01-2018-5295 \$220,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,100.00 Town of Poughkeepsie
		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
27469	8/24/2018	Mortgagor: FRANCIS ERICA Mortgagee: JPMORGAN CHASE BANK NA	
		Serial # DJ2771	Doc # 01-2018-5296 \$216,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,080.00 Wappinger
		260	Mortgage Tax MTA Share \$618.00
		275	1-6 Family \$540.00
		276	Mortgage Tax Local \$0.00
			\$2,238.00
			Receipt Total: \$2,238.00

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27479	8/24/2018	Mortgagor: DONNELLY MICHAEL Mortgagee: VALLEY NATL BANK		
	Serial # DJ2772	Doc # 01-2018-5297	\$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	
27482	8/24/2018	Mortgagor: ANICIC ZORAN Mortgagee: JPMORGAN CHASE BANK NA		
	Serial # DJ2773	Doc # 01-2018-5298	\$278,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,390.00	Fishkill
	260	Mortgage Tax MTA Share	\$804.00	
	275	1-6 Family	\$695.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,889.00	
		Receipt Total:	\$2,889.00	
27483	8/24/2018	Mortgagor: OLIVA ANTHONY Mortgagee: JPMORGAN CHASE BANK NA		
	Serial # DJ2774	Doc # 01-2018-5299	\$274,899.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,374.50	East Fishkill
	260	Mortgage Tax MTA Share	\$794.70	
	275	1-6 Family	\$687.25	
	276	Mortgage Tax Local	\$0.00	
			\$2,856.45	
		Receipt Total:	\$2,856.45	
27486	8/24/2018	Mortgagor: DOUBLE R CAPITAL INC Mortgagee: DEALMAKER SOLUTIONS INC		
	Serial # DJ2775	Doc # 01-2018-5300	\$108,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$540.00	Beekman
	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	
27492	8/24/2018	Mortgagor: INOUYE FRANKLIN Mortgagee: GREENWAY MORTGAGE FUNDING CORP		
	Serial # DJ2776	Doc # 01-2018-5301	\$300,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,500.00	Pleasant Valley
	260	Mortgage Tax MTA Share	\$870.00	
	275	1-6 Family	\$750.00	

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		276	Mortgage Tax Local \$0.00
			\$3,120.00
			Receipt Total: \$3,120.00
27494	8/24/2018	Mortgagor: BRUCKNER KEVIN Mortgagee: PUTNAM CO NATL BANK OF CARMEL	
		Serial # DJ2777	Doc # 01-2018-5302 \$220,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,100.00 Fishkill
		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
27497	8/24/2018	Mortgagor: HART CHARLES J JR Mortgagee: TEG FCU	
		Serial # DJ2778	Doc # 01-2018-5303 \$223,200.00 (E) CR Un/Nat Pr
		280	Mortgage Tax Held \$1,755.60 Other
			\$1,755.60
			Receipt Total: \$1,755.60
27499	8/24/2018	Mortgagor: ZACCARDO MARC Mortgagee: EAST COAST CAPITAL CORP	
		Serial # DJ2779	Doc # 01-2018-5304 \$412,392.00 1-2 Family Residence
		250	Mortgage Tax County \$2,062.00 Union Vale
		260	Mortgage Tax MTA Share \$1,207.20
		275	1-6 Family \$1,031.00
		276	Mortgage Tax Local \$0.00
			\$4,300.20
			Receipt Total: \$4,300.20
27514	8/24/2018	Mortgagor: QUATROCHI ANTHONY Mortgagee: KEYBANK NATL ASSOC	
		Serial # DJ2780	Doc # 01-2018-5306 \$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
27518	8/24/2018	Mortgagor: POST FRANK A Mortgagee: QUICKEN LOANS INC	
		Serial # DJ2781	Doc # 01-2018-5307 \$270,697.00 1-2 Family Residence
		250	Mortgage Tax County \$1,353.50 Fishkill
		260	Mortgage Tax MTA Share \$782.10

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
		275	1-6 Family	\$676.75
		276	Mortgage Tax Local	\$0.00
				\$2,812.35
			Receipt Total:	\$2,812.35
27523	8/24/2018	Mortgagor: AMODEO DAMIAN JOHN		Comments:
		Mortgagee: WILMINGTON SVGS FUND SOCIETY FSB		INSTRUMENT NOT ENTITLED TO BE RECORDED PER NYS TAX LAW SECTION 258a
		Serial # DJ2782	Doc # 01-2018-5308	\$4,755.38 1-2 Family Residence
		250	Mortgage Tax County	\$24.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$0.00
		275	1-6 Family	\$12.00
		276	Mortgage Tax Local	\$0.00
				\$36.00
			Receipt Total:	\$36.00
27533	8/24/2018	Mortgagor: BUDDLE GREGORY A		
		Mortgagee: QUICKEN LOANS INC		
		Serial # DJ2783	Doc # 01-2018-5309	\$314,600.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,573.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$913.80
		275	1-6 Family	\$786.50
		276	Mortgage Tax Local	\$0.00
				\$3,273.30
			Receipt Total:	\$3,273.30
27558	8/27/2018	Mortgagor: FLYNN STEPHANIE JANE		
		Mortgagee: MOVEMENT MORTGAGE LLC		
		Serial # DJ2784	Doc # 01-2018-5311	\$304,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,520.00 Pawling
		260	Mortgage Tax MTA Share	\$882.00
		275	1-6 Family	\$760.00
		276	Mortgage Tax Local	\$0.00
				\$3,162.00
			Receipt Total:	\$3,162.00
27581	8/27/2018	Mortgagor: GATLIN MATHEW JR		
		Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2785	Doc # 01-2018-5312	\$198,850.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$994.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$566.40
		276	Mortgage Tax Local	\$0.00
				\$1,560.40
			Receipt Total:	\$1,560.40

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
27586	8/27/2018	Mortgagor: SPIECKER OLIVER Mortgagee: PRIMELENDING		
	Serial # DJ2786	Doc # 01-2018-5313	\$166,400.00	1-2 Family Residence
	250	Mortgage Tax County	\$832.00	Wappinger
	260	Mortgage Tax MTA Share	\$469.20	
	275	1-6 Family	\$416.00	
	276	Mortgage Tax Local	\$0.00	
			\$1,717.20	
		Receipt Total:	\$1,717.20	
27595	8/27/2018	Mortgagor: NOGLES DIANE L Mortgagee: JPMORGAN CHASE BANK NA		
	Serial # DJ2787	Doc # 01-2018-5314	\$336,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,680.00	Fishkill
	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	
27597	8/27/2018	Mortgagor: NICALEK THOMAS WILLIAM Mortgagee: PRIMELENDING		
	Serial # DJ2788	Doc # 01-2018-5315	\$530,158.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,651.00	La Grange
	260	Mortgage Tax MTA Share	\$1,560.60	
	275	1-6 Family	\$1,325.50	
	276	Mortgage Tax Local	\$0.00	
			\$5,537.10	
		Receipt Total:	\$5,537.10	
27599	8/27/2018	Mortgagor: FIGLIOZZI RYAN Mortgagee: MID HUDSON VALLEY FCU		
	Serial # DJ2789	Doc # 01-2018-5316	\$100,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$500.00	Pleasant Valley
	260	Mortgage Tax MTA Share	\$270.00	
	276	Mortgage Tax Local	\$0.00	
			\$770.00	
		Receipt Total:	\$770.00	
27602	8/27/2018	Mortgagor: KO BANG KIM Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2790	Doc # 01-2018-5317	\$384,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,920.00	La Grange
	260	Mortgage Tax MTA Share	\$1,122.00	

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		276	Mortgage Tax Local \$0.00
			\$3,042.00
		Receipt Total:	\$3,042.00
27612	8/27/2018	Mortgagor: OCONNOR KEVIN J Mortgagee: MID HUDSON VALLEY FCU	
		Serial # DJ2791	Doc # 01-2018-5318 \$80,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$400.00 Rhinebeck
		260	Mortgage Tax MTA Share \$210.00
		276	Mortgage Tax Local \$0.00
			\$610.00
		Receipt Total:	\$610.00
27613	8/27/2018	Mortgagor: NUZZO RICHARD P Mortgagee: MID HUDSON VALLEY FCU	
		Serial # DJ2792	Doc # 01-2018-5319 \$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
27614	8/27/2018	Mortgagor: ROBINSON STANLEY C Mortgagee: NATIONSTAR MORTGAGE LLC	
		Serial # DJ2793	Doc # 01-2018-5320 \$119,000.00 1-2 Family Residence
		276	Mortgage Tax Local \$0.00
		275	1-6 Family \$297.50
		260	Mortgage Tax MTA Share \$327.00
		250	Mortgage Tax County \$595.00 City of Poughkeepsie
			\$1,219.50
		Receipt Total:	\$1,219.50
27617	8/27/2018	Mortgagor: CUCCI LORRAINE Mortgagee: NATIONSTAR MORTGAGE LLC	
		Serial # DJ2794	Doc # 01-2018-5321 \$185,000.00 1-2 Family Residence
		250	Mortgage Tax County \$925.00 Pleasant Valley
		260	Mortgage Tax MTA Share \$525.00
		275	1-6 Family \$462.50
		276	Mortgage Tax Local \$0.00
			\$1,912.50
		Receipt Total:	\$1,912.50
27619	8/27/2018	Mortgagor: MCMANUS KATHLEEN Mortgagee: M&T BANK	
		Serial # DJ2795	Doc # 01-2018-5322 \$60,000.00 1-2 Family Residence
		250	Mortgage Tax County \$300.00 Milan

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		260	Mortgage Tax MTA Share	\$150.00
		275	1-6 Family	\$150.00
		276	Mortgage Tax Local	\$0.00
				\$600.00
			Receipt Total:	\$600.00
27622	8/27/2018	Mortgagor: HOFFMAN PAIGE A Mortgagee: HOUSING & URBAN DEVELOPMENT		
		Serial # DJ2796	Doc # 01-2018-5324	\$53,101.58 No Tax / Serial #
		250	Mortgage Tax County	\$0.00 Town of Poughkeepsie
				\$0.00
			Receipt Total:	\$0.00
27654	8/27/2018	Mortgagor: WAGNER WILLIAM J Mortgagee: KEYBANK NATL ASSOC		
		Serial # DJ2797	Doc # 01-2018-5325	\$100,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$500.00 Fishkill
		260	Mortgage Tax MTA Share	\$270.00
		275	1-6 Family	\$250.00
		276	Mortgage Tax Local	\$0.00
				\$1,020.00
27654	8/27/2018	Mortgagor: WAGNER WILLIAM J Mortgagee: KEYBANK NATL ASSOC		
		Serial # DJ2798	Doc # 01-2018-5326	\$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:	\$2,565.00
27655	8/27/2018	Mortgagor: LOZANO SANDRA Mortgagee: MANUFACTURERS & TRADERS TRUST CO		
		Serial # DJ2799	Doc # 01-2018-5327	\$15,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$75.00 Fishkill
		260	Mortgage Tax MTA Share	\$15.00
		275	1-6 Family	\$37.50
		276	Mortgage Tax Local	\$0.00
				\$127.50
			Receipt Total:	\$127.50
27659	8/28/2018	Mortgagor: TROY BRIANNA K Mortgagee: JPMORGAN CHASE BANK NA		
		Serial # DJ2800	Doc # 01-2018-5328	\$261,250.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,306.00 Wappinger
		260	Mortgage Tax MTA Share	\$753.60
		275	1-6 Family	\$653.00

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
		276	Mortgage Tax Local	\$0.00
				\$2,712.60
			Receipt Total:	\$2,712.60
27664	8/28/2018	Mortgagor: WING IAN S Mortgagee: MONEY SOURCE INC		
		Serial # DJ2801	Doc # 01-2018-5329	\$286,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,430.00 East Fishkill
		260	Mortgage Tax MTA Share	\$828.00
		275	1-6 Family	\$715.00
		276	Mortgage Tax Local	\$0.00
				\$2,973.00
			Receipt Total:	\$2,973.00
27667	8/28/2018	Mortgagor: RECINOS DONALDO Mortgagee: CARACANSI FRANK S		
		Serial # DJ2802	Doc # 01-2018-5330	\$200,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$1,000.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$570.00
		276	Mortgage Tax Local	\$0.00
				\$1,570.00
			Receipt Total:	\$1,570.00
27670	8/28/2018	Mortgagor: MANRESA DAVID DAMIAN JR Mortgagee: LOANDEPOT COM LLC		
		Serial # DJ2803	Doc # 01-2018-5332	\$81,982.00 1-2 Family Residence
		250	Mortgage Tax County	\$410.00 Wappinger
		260	Mortgage Tax MTA Share	\$216.00
		275	1-6 Family	\$205.00
		276	Mortgage Tax Local	\$0.00
				\$831.00
			Receipt Total:	\$831.00
27675	8/28/2018	Mortgagor: MANN MATTHEW C Mortgagee: HOMESTEAD FUNDING CORP		
		Serial # DJ2804	Doc # 01-2018-5333	\$322,040.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,610.00 La Grange
		260	Mortgage Tax MTA Share	\$936.00
		275	1-6 Family	\$805.00
		276	Mortgage Tax Local	\$0.00
				\$3,351.00
			Receipt Total:	\$3,351.00

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Mortgage Tax Report**

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
27680	8/28/2018	Mortgagor: CRUZ JUAN J Mortgagee: PARKSIDE LENDING LLC		
	Serial # DJ2805	Doc # 01-2018-5334	\$294,566.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,473.00	Town of Poughkeepsie
	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	
27685	8/28/2018	Mortgagor: ALARCON CARLOS R Mortgagee: NEW PENN FINANCIAL LLC		
	Serial # DJ2807	Doc # 01-2018-5335	\$19,677.11	1-2 Family Residence
	250	Mortgage Tax County	\$98.50	Dover
	260	Mortgage Tax MTA Share	\$29.10	
	275	1-6 Family	\$49.25	
	276	Mortgage Tax Local	\$0.00	
			\$176.85	
		Receipt Total:	\$176.85	
27686	8/28/2018	Mortgagor: SARMIENTO WASHINGTON Mortgagee: NAVY FCU		
	Serial # DJ2806	Doc # 01-2018-5336	\$325,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,625.00	Wappinger
	260	Mortgage Tax MTA Share	\$945.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,570.00	
		Receipt Total:	\$2,570.00	
27687	8/28/2018	Mortgagor: MOORE THOMAS R Mortgagee: FLAGSTAR BANK FSB		
	Serial # DJ2808	Doc # 01-2018-5337	\$280,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,400.00	North East
	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	
27692	8/28/2018	Mortgagor: MARMO MICHELLE Mortgagee: RONDOUT SVGS BANK		
	Serial # DJ2809	Doc # 01-2018-5338	\$100,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$500.00	Town of Poughkeepsie
	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	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
27693	8/28/2018	Mortgagor: ACCARDI DIANA M Mortgagee: HUDSON VALLEY FCU	
	Serial # DJ2810	Doc # 01-2018-5339	\$144,400.00 (E) CR Un/Nat Pr
	250	Mortgage Tax County	\$722.00 Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$403.20
	276	Mortgage Tax Local	\$0.00
			\$1,125.20
		Receipt Total:	\$1,125.20
27701	8/28/2018	Mortgagor: LADUCA CARL Mortgagee: HOMEBRIDGE FINANCIAL SERVS INC	
	Serial # DJ2811	Doc # 01-2018-5340	\$216,844.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,084.00 East Fishkill
	260	Mortgage Tax MTA Share	\$620.40
	275	1-6 Family	\$542.00
	276	Mortgage Tax Local	\$0.00
			\$2,246.40
		Receipt Total:	\$2,246.40
27702	8/28/2018	Mortgagor: GEMMATI BROTHERS INC Mortgagee: HUDSON VALLEY FCU	
	Serial # DJ2812	Doc # 01-2018-5341	\$124,000.00 (NE) Commercial
	250	Mortgage Tax County	\$620.00 City of Poughkeepsie
	260	Mortgage Tax MTA Share	\$372.00
	270	SONYMA	\$310.00
	276	Mortgage Tax Local	\$0.00
			\$1,302.00
		Receipt Total:	\$1,302.00
27733	8/28/2018	Mortgagor: SERRANO CANDIDA L Mortgagee: CITIZENS BANK NA	
	Serial # DJ2814	Doc # 01-2018-5343	\$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
27735	8/28/2018	Mortgagor: URBANOWSKI JOHN A Mortgagee: HOMESTEAD FUNDING CORP	
	Serial # DJ2813	Doc # 01-2018-5344	\$393,601.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,968.00 East Fishkill
	260	Mortgage Tax MTA Share	\$1,150.80
	275	1-6 Family	\$984.00

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$4,102.80
			Receipt Total: \$4,102.80
27739	8/28/2018	Mortgagor: PETSCHKO GUENTHER O Mortgagee: WEI MORTGAGE LLC	
		Serial # DJ2815	Doc # 01-2018-5345 \$154,433.00 1-2 Family Residence
		250	Mortgage Tax County \$772.00 La Grange
		260	Mortgage Tax MTA Share \$433.20
		275	1-6 Family \$386.00
		276	Mortgage Tax Local \$0.00
			\$1,591.20
			Receipt Total: \$1,591.20
27741	8/28/2018	Mortgagor: 49 FAIRVIEW LLC Mortgagee: SALISBURY BANK & TRUST CO	
		Serial # DJ2816	Doc # 01-2018-5346 \$50,000.00 1-2 Family Residence
		250	Mortgage Tax County \$250.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$120.00
		275	1-6 Family \$125.00
		276	Mortgage Tax Local \$0.00
			\$495.00
			Receipt Total: \$495.00
27755	8/28/2018	Mortgagor: DROPKIN MICHAEL G Mortgagee: LUXURY MORTGAGE CORP	
		Serial # DJ2817	Doc # 01-2018-5347 \$379,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,895.00 East Fishkill
		260	Mortgage Tax MTA Share \$1,107.00
		275	1-6 Family \$947.50
		276	Mortgage Tax Local \$0.00
			\$3,949.50
			Receipt Total: \$3,949.50
27765	8/28/2018	Mortgagor: LIN TONG Mortgagee: HOMEBRIDGE FINANCIAL SERVS INC	
		Serial # DJ2818	Doc # 01-2018-5348 \$250,000.00 1-2 Family Residence
		250	Mortgage Tax County \$1,250.00 Town of Poughkeepsie
		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

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
27768	8/28/2018	Mortgagor:	MORGAN KERRIANNE	
		Mortgagee:	CITIZENS BANK NA	
	Serial # DJ2819	Doc # 01-2018-5349	\$52,736.04	1-2 Family Residence
	250	Mortgage Tax County	\$263.50	Wappinger
	260	Mortgage Tax MTA Share	\$128.10	
	275	1-6 Family	\$131.75	
	276	Mortgage Tax Local	\$0.00	
			\$523.35	
		Receipt Total:	\$523.35	
27770	8/28/2018	Mortgagor:	ESTRADA AIMEE S	
		Mortgagee:	HOMEBRIDGE FINANCIAL SERVS INC	
	Serial # DJ2820	Doc # 01-2018-5351	\$318,713.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,593.50	Pleasant Valley
	260	Mortgage Tax MTA Share	\$926.10	
	275	1-6 Family	\$796.75	
	276	Mortgage Tax Local	\$0.00	
			\$3,316.35	
		Receipt Total:	\$3,316.35	
27775	8/28/2018	Mortgagor:	NELLIS STEPHANIE S	
		Mortgagee:	HUDSON VALLEY FCU	
	Serial # DJ2821	Doc # 01-2018-5353	\$238,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,190.00	Pleasant Valley
	260	Mortgage Tax MTA Share	\$684.00	
	276	Mortgage Tax Local	\$0.00	
			\$1,874.00	
		Receipt Total:	\$1,874.00	
27778	8/28/2018	Mortgagor:	GIOIA CRAIG	
		Mortgagee:	BANK OF MILLBROOK	
	Serial # DJ2822	Doc # 01-2018-5354	\$410,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,050.00	La Grange
	260	Mortgage Tax MTA Share	\$1,200.00	
	275	1-6 Family	\$1,025.00	
	276	Mortgage Tax Local	\$0.00	
			\$4,275.00	
		Receipt Total:	\$4,275.00	
27782	8/28/2018	Mortgagor:	STENBERG CHRISTOPHER JOHN	
		Mortgagee:	BANK OF MILLBROOK	
	Serial # DJ2823	Doc # 01-2018-5355	\$660,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$3,300.00	Washington
	260	Mortgage Tax MTA Share	\$1,950.00	
	275	1-6 Family	\$1,650.00	
	276	Mortgage Tax Local	\$0.00	
			\$6,900.00	

## Dutchess County Clerk Mortgage Tax Report

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27782	8/28/2018	Mortgagor: STENBERG CHRISTOPHER JOHN Mortgagee: BANK OF MILLBROOK		
	Serial # DJ2824	Doc # 01-2018-5356	\$70,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$350.00	Washington
	260	Mortgage Tax MTA Share	\$180.00	
	275	1-6 Family	\$175.00	
	276	Mortgage Tax Local	\$0.00	
			\$705.00	
		Receipt Total:	\$7,605.00	
27786	8/28/2018	Mortgagor: CIFERRI CHRISTOPHER A Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2825	Doc # 01-2018-5357	\$161,500.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$807.50	Hyde Park
	260	Mortgage Tax MTA Share	\$454.50	
	276	Mortgage Tax Local	\$0.00	
			\$1,262.00	
		Receipt Total:	\$1,262.00	
27807	8/28/2018	Mortgagor: MICHETTI FRANCIS P JR Mortgagee: RHINEBECK BANK		
	Serial # DJ2826	Doc # 01-2018-5358	\$20,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$100.00	La Grange
	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	
27808	8/28/2018	Mortgagor: OREFICE JAMES E Mortgagee: RHINEBECK BANK		
	Serial # DJ2827	Doc # 01-2018-5359	\$35,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$175.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$75.00	
	275	1-6 Family	\$87.50	
	276	Mortgage Tax Local	\$0.00	
			\$337.50	
		Receipt Total:	\$337.50	
27828	8/29/2018	Mortgagor: BLEECKER MICHELLE E Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2828	Doc # 01-2018-5360	\$25,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$125.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$45.00	

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
		276	Mortgage Tax Local \$0.00
			\$170.00
		Receipt Total:	\$170.00
27833	8/29/2018	Mortgagor: GAZZA PAUL V JR Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2829	Doc # 01-2018-5361 \$14,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$70.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share \$12.00
		276	Mortgage Tax Local \$0.00
			\$82.00
		Receipt Total:	\$82.00
27853	8/29/2018	Mortgagor: 725 ROUTE 9 LLC Mortgagee: SAMARINA HOLDINGS LLC	
		Serial # DJ2830	Doc # 01-2018-5362 \$500,000.00 (NE) Commercial
		250	Mortgage Tax County \$2,500.00 Fishkill
		260	Mortgage Tax MTA Share \$1,500.00
		270	SONYMA \$1,250.00
		276	Mortgage Tax Local \$0.00
			\$5,250.00
		Receipt Total:	\$5,250.00
27858	8/29/2018	Mortgagor: MORRA MIA A Mortgagee: HUDSON VALLEY FCU	
		Serial # DJ2831	Doc # 01-2018-5363 \$150,000.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County \$750.00 La Grange
		260	Mortgage Tax MTA Share \$420.00
		276	Mortgage Tax Local \$0.00
			\$1,170.00
		Receipt Total:	\$1,170.00
27859	8/29/2018	Mortgagor: GAMBLE DOUGLAS R Mortgagee: FLAGSTAR BANK FSB	
		Serial # DJ2832	Doc # 01-2018-5364 \$107,100.00 1-2 Family Residence
		250	Mortgage Tax County \$535.50 City of Poughkeepsie
		260	Mortgage Tax MTA Share \$291.30
		275	1-6 Family \$267.75
		276	Mortgage Tax Local \$0.00
			\$1,094.55
		Receipt Total:	\$1,094.55
27870	8/29/2018	Mortgagor: MCROBERTS STEPHEN Mortgagee: QUICKEN LOANS INC	
		Serial # DJ2833	Doc # 01-2018-5365 \$120,500.00 1-2 Family Residence
		250	Mortgage Tax County \$602.50 Washington

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		260	Mortgage Tax MTA Share	\$331.50
		275	1-6 Family	\$301.25
		276	Mortgage Tax Local	\$0.00
				\$1,235.25
			Receipt Total:	\$1,235.25
27874	8/29/2018	Mortgagor: HUANG GUANG HONG Mortgagee: HOMESTEAD FUNDING CORP		
		Serial # DJ2834	Doc # 01-2018-5366	\$170,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$850.00 City of Beacon
		260	Mortgage Tax MTA Share	\$480.00
		275	1-6 Family	\$425.00
		276	Mortgage Tax Local	\$0.00
				\$1,755.00
			Receipt Total:	\$1,755.00
27880	8/29/2018	Mortgagor: BEEKMAN DELAMATER PROPERTIES LLC Mortgagee: M & T BANK		
		Serial # DJ2836	Doc # 01-2018-5367	\$1,000,000.00 (NE) Commercial
		250	Mortgage Tax County	\$5,000.00 Rhinebeck
		260	Mortgage Tax MTA Share	\$3,000.00
		270	SONYMA	\$2,500.00
		276	Mortgage Tax Local	\$0.00
				\$10,500.00
			Receipt Total:	\$10,500.00
27883	8/29/2018	Mortgagor: CONN TRAVIS Mortgagee: RESIDENTIAL HOME FUNDING CORP		
		Serial # DJ2837	Doc # 01-2018-5368	\$617,405.00 1-2 Family Residence
		250	Mortgage Tax County	\$3,087.00 East Fishkill
		260	Mortgage Tax MTA Share	\$1,822.20
		275	1-6 Family	\$1,543.50
		276	Mortgage Tax Local	\$0.00
				\$6,452.70
			Receipt Total:	\$6,452.70
27885	8/29/2018	Mortgagor: CHOI KWANG WON Mortgagee: FREEDOM MORTGAGE CORP		
		Serial # DJ2838	Doc # 01-2018-5369	\$354,050.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,770.00 Town of Poughkeepsie
		260	Mortgage Tax MTA Share	\$1,032.00
		275	1-6 Family	\$885.00
		276	Mortgage Tax Local	\$0.00
				\$3,687.00
			Receipt Total:	\$3,687.00

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
27886	8/29/2018	Mortgagor:	SANTIAGO JOSE A	
		Mortgagee:	QUICKEN LOANS INC	
	Serial # DJ2839	Doc # 01-2018-5370	\$221,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,105.00	Wappinger
	260	Mortgage Tax MTA Share	\$633.00	
	275	1-6 Family	\$552.50	
	276	Mortgage Tax Local	\$0.00	
			\$2,290.50	
		Receipt Total:	\$2,290.50	
27888	8/29/2018	Mortgagor:	FONTENEOU JOSEPH W	
		Mortgagee:	QUICKEN LOANS INC	
	Serial # DJ2840	Doc # 01-2018-5371	\$200,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,000.00	Fishkill
	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	
27892	8/29/2018	Mortgagor:	PATINO ANGELICA	Comments:
		Mortgagee:	PRECISION FINANCIAL INC	cc COURT ORDER
	Serial # DJ2841	Doc # 01-2018-5372	\$412,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,060.00	East Fishkill
	260	Mortgage Tax MTA Share	\$1,206.00	
	275	1-6 Family	\$1,030.00	
	276	Mortgage Tax Local	\$0.00	
			\$4,296.00	
		Receipt Total:	\$4,296.00	
27895	8/29/2018	Mortgagor:	WEINER JASON W	
		Mortgagee:	RHINEBECK BANK	
	Serial # DJ2842	Doc # 01-2018-5373	\$293,500.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,467.50	Red Hook
	260	Mortgage Tax MTA Share	\$850.50	
	275	1-6 Family	\$733.75	
	276	Mortgage Tax Local	\$0.00	
			\$3,051.75	
		Receipt Total:	\$3,051.75	
27899	8/29/2018	Mortgagor:	PATEL SHAILESH S	
		Mortgagee:	VALLEY NATL BANK	
	Serial # DJ2843	Doc # 01-2018-5374	\$589,500.00	1-2 Family Residence
	250	Mortgage Tax County	\$2,947.50	East Fishkill
	260	Mortgage Tax MTA Share	\$1,738.50	
	275	1-6 Family	\$1,473.75	

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		276	Mortgage Tax Local	\$0.00
				\$6,159.75
			Receipt Total:	\$6,159.75
27925	8/29/2018	Mortgagor: LAROCK FRANK PATRICK Mortgagee: JPMORGAN CHASE BANK NA		
		Serial # DJ2845	Doc # 01-2018-5375	\$317,500.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,587.50 Beekman
		260	Mortgage Tax MTA Share	\$922.50
		275	1-6 Family	\$793.75
		276	Mortgage Tax Local	\$0.00
				\$3,303.75
			Receipt Total:	\$3,303.75
27926	8/29/2018	Mortgagor: CLARK OLIVIA RUNGE Mortgagee: NBKC BANK		
		Serial # DJ2846	Doc # 01-2018-5376	\$162,011.00 1-2 Family Residence
		250	Mortgage Tax County	\$810.00 North East
		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
27931	8/29/2018	Mortgagor: SAMBELLS SEAN Mortgagee: SKIDMORE JAY F		
		Serial # DJ2847	Doc # 01-2018-5377	\$500,000.00 (NE) Commercial
		250	Mortgage Tax County	\$2,500.00 Stanford
		260	Mortgage Tax MTA Share	\$1,500.00
		270	SONYMA	\$1,250.00
		276	Mortgage Tax Local	\$0.00
				\$5,250.00
27931	8/29/2018	Mortgagor: SAMBELLS SEAN Mortgagee: GETTE ROBERT L		
		Serial # DJ2848	Doc # 01-2018-5378	\$100,000.00 (NE) Commercial
		250	Mortgage Tax County	\$500.00 Stanford
		260	Mortgage Tax MTA Share	\$300.00
		270	SONYMA	\$250.00
		276	Mortgage Tax Local	\$0.00
				\$1,050.00
			Receipt Total:	\$6,300.00
27934	8/29/2018	Mortgagor: MASON ANDREW S Mortgagee: TIAA FSB		
		Serial # DJ2844	Doc # 01-2018-5379	\$301,500.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,507.50 Fishkill

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
		260	Mortgage Tax MTA Share	\$874.50
		275	1-6 Family	\$753.75
		276	Mortgage Tax Local	\$0.00
				\$3,135.75
			Receipt Total:	\$3,135.75
27936	8/29/2018	Mortgagor: LOMBARDO JASON Mortgagee: PRIMELENDING		
		Serial # DJ2849	Doc # 01-2018-5380	\$195,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$975.00 East Fishkill
		260	Mortgage Tax MTA Share	\$555.00
		275	1-6 Family	\$487.50
		276	Mortgage Tax Local	\$0.00
				\$2,017.50
			Receipt Total:	\$2,017.50
27940	8/29/2018	Mortgagor: RUIZ VICTOR Mortgagee: HOMESTEAD FUNDING CORP		
		Serial # DJ2850	Doc # 01-2018-5381	\$257,600.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,288.00 Dover
		260	Mortgage Tax MTA Share	\$742.80
		275	1-6 Family	\$644.00
		276	Mortgage Tax Local	\$0.00
				\$2,674.80
			Receipt Total:	\$2,674.80
27943	8/29/2018	Mortgagor: 6 KIDS PROPERTIES LLC Mortgagee: ROCK EAST FUNDING LLC		
		Serial # DJ2851	Doc # 01-2018-5382	\$177,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$885.00 Red Hook
		260	Mortgage Tax MTA Share	\$501.00
		275	1-6 Family	\$442.50
		276	Mortgage Tax Local	\$0.00
				\$1,828.50
			Receipt Total:	\$1,828.50
27954	8/29/2018	Mortgagor: ELEVITCH NIKOLAS Mortgagee: GUARANTEED RATE INC		
		Serial # DJ2853	Doc # 01-2018-5383	\$137,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$685.00 Stanford
		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

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<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>	
27955	8/29/2018	Mortgagor: GILLES MEGHAN Mortgagee: HUDSON VALLEY FCU	
	Serial # DJ2852	Doc # 01-2018-5384	\$173,000.00 (E) CR Un/Nat Pr
	250	Mortgage Tax County	\$865.00 Fishkill
	260	Mortgage Tax MTA Share	\$489.00
	276	Mortgage Tax Local	\$0.00
			\$1,354.00
		Receipt Total:	\$1,354.00
27961	8/29/2018	Mortgagor: GALLAGHER NORMAN Mortgagee: ULSTER SVGS BANK	
	Serial # DJ2855	Doc # 01-2018-5385	\$320,000.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,600.00 Pine Plains
	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
27964	8/29/2018	Mortgagor: KUHNS ELEANOR Mortgagee: HUDSON VALLEY FCU	
	Serial # DJ2856	Doc # 01-2018-5386	\$331,500.00 (E) CR Un/Nat Pr
	250	Mortgage Tax County	\$1,657.50 East Fishkill
	260	Mortgage Tax MTA Share	\$964.50
	276	Mortgage Tax Local	\$0.00
			\$2,622.00
		Receipt Total:	\$2,622.00
27966	8/29/2018	Mortgagor: SANTOSKY JOSEPH J Mortgagee: UNITED WHOLESALE MORTGAGE	
	Serial # DJ2857	Doc # 01-2018-5387	\$213,750.00 1-2 Family Residence
	250	Mortgage Tax County	\$1,068.50 Hyde Park
	260	Mortgage Tax MTA Share	\$611.10
	275	1-6 Family	\$534.25
	276	Mortgage Tax Local	\$0.00
			\$2,213.85
		Receipt Total:	\$2,213.85
27968	8/29/2018	Mortgagor: CATSKILL POND LLC Mortgagee: BANK OF AMERICA NA	
	Serial # DJ2858	Doc # 01-2018-5388	\$0.00 Corr / Re-Rec / Col. Sec.
	250	Mortgage Tax County	\$0.00 Other
			\$0.00
		Receipt Total:	\$0.00

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<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
27969	8/29/2018	Mortgagor:	CATALANO KRISTIN	
		Mortgagee:	PRIMELENDING	
	Serial # DJ2859	Doc # 01-2018-5389	\$180,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$900.00	Wappinger
	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	
27974	8/29/2018	Mortgagor:	PARTAP CARLENE D	
		Mortgagee:	HUDSON VALLEY FCU	
	Serial # DJ2860	Doc # 01-2018-5390	\$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	
27978	8/29/2018	Mortgagor:	MERCKEL JOVANY	
		Mortgagee:	UNITED NORTHERN MORTGAGE BANKERS LTD	
	Serial # DJ2861	Doc # 01-2018-5391	\$254,830.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,274.00	La Grange
	260	Mortgage Tax MTA Share	\$734.40	
	275	1-6 Family	\$637.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,645.40	
		Receipt Total:	\$2,645.40	
27988	8/29/2018	Mortgagor:	MOOR GIDEON A	
		Mortgagee:	ULSTER SVGS BANK	
	Serial # DJ2862	Doc # 01-2018-5392	\$17,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$85.00	Rhinebeck
	260	Mortgage Tax MTA Share	\$21.00	
	275	1-6 Family	\$42.50	
	276	Mortgage Tax Local	\$0.00	
			\$148.50	
		Receipt Total:	\$148.50	
27991	8/30/2018	Mortgagor:	ROGERS CHRISTOPHER	
		Mortgagee:	HUDSON VALLEY FCU	
	Serial # DJ2863	Doc # 01-2018-5393	\$135,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$675.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$375.00	

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		276	Mortgage Tax Local	\$0.00
				\$1,050.00
			Receipt Total:	\$1,050.00
27992	8/30/2018	Mortgagor: CLUTCH FLORENCE Mortgagee: JPMORGAN CHASE BANK NA		
		Serial # DJ2864	Doc # 01-2018-5394	\$285,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,425.00 City of Beacon
		260	Mortgage Tax MTA Share	\$825.00
		275	1-6 Family	\$712.50
		276	Mortgage Tax Local	\$0.00
				\$2,962.50
			Receipt Total:	\$2,962.50
28002	8/30/2018	Mortgagor: GARNER JAMES E Mortgagee: RHINEBECK BANK		
		Serial # DJ2865	Doc # 01-2018-5395	\$364,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,820.00 Hyde Park
		260	Mortgage Tax MTA Share	\$1,062.00
		275	1-6 Family	\$910.00
		276	Mortgage Tax Local	\$0.00
				\$3,792.00
			Receipt Total:	\$3,792.00
28003	8/30/2018	Mortgagor: CORCORAN DENISE Mortgagee: M & T BANK		
		Serial # DJ2866	Doc # 01-2018-5396	\$396,675.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,983.50 Red Hook
		260	Mortgage Tax MTA Share	\$1,160.10
		275	1-6 Family	\$991.75
		276	Mortgage Tax Local	\$0.00
				\$4,135.35
			Receipt Total:	\$4,135.35
28005	8/30/2018	Mortgagor: KANE DARA M Mortgagee: HUDSON VALLEY FCU		
		Serial # DJ2867	Doc # 01-2018-5397	\$34,000.00 (E) CR Un/Nat Pr
		276	Mortgage Tax Local	\$0.00
		260	Mortgage Tax MTA Share	\$72.00
		250	Mortgage Tax County	\$170.00 Wappinger
				\$242.00
			Receipt Total:	\$242.00

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28008	8/30/2018	Mortgagor: SCHAMBERG TERRIE LEE Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2868	Doc # 01-2018-5398	\$25,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$125.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$45.00	
	276	Mortgage Tax Local	\$0.00	
			\$170.00	
		Receipt Total:	\$170.00	
28009	8/30/2018	Mortgagor: BRILL CHRISTOPHER DIETRICH Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2869	Doc # 01-2018-5399	\$10,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$50.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$0.00	
	276	Mortgage Tax Local	\$0.00	
			\$50.00	
		Receipt Total:	\$50.00	
28010	8/30/2018	Mortgagor: SERVIDIO ANDRE F JR Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2871	Doc # 01-2018-5400	\$50,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$250.00	La Grange
	260	Mortgage Tax MTA Share	\$120.00	
	276	Mortgage Tax Local	\$0.00	
			\$370.00	
		Receipt Total:	\$370.00	
28011	8/30/2018	Mortgagor: DARBONNE JOHN Mortgagee: WELLS FARGO BANK NA		
	Serial # DJ2870	Doc # 01-2018-5401	\$32,200.10	Corr / Re-Rec / Col. Sec.
	250	Mortgage Tax County	\$0.00	Wappinger
			\$0.00	
		Receipt Total:	\$0.00	
28028	8/30/2018	Mortgagor: KRISHNAMURTI SRIDHAR Mortgagee: ARDENT FCU		
	Serial # DJ2872	Doc # 01-2018-5403	\$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	
28029	8/30/2018	Mortgagor: BUGNITS NORBERT Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2873	Doc # 01-2018-5404	\$66,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$330.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$168.00	

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		276	Mortgage Tax Local	\$0.00
				\$498.00
			Receipt Total:	\$498.00
28032	8/30/2018	Mortgagor: JOHNSON SHEYANNE A Mortgagee: CITIZENS BANK NA		
		Serial # DJ2874	Doc # 01-2018-5405	\$290,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,450.00 City of Beacon
		260	Mortgage Tax MTA Share	\$840.00
		275	1-6 Family	\$725.00
		276	Mortgage Tax Local	\$0.00
				\$3,015.00
			Receipt Total:	\$3,015.00
28033	8/30/2018	Mortgagor: BROWN MICHAEL Mortgagee: VALLEY NATL BANK		
		Serial # DJ2875	Doc # 01-2018-5406	\$325,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,625.00 Fishkill
		260	Mortgage Tax MTA Share	\$945.00
		275	1-6 Family	\$812.50
		276	Mortgage Tax Local	\$0.00
				\$3,382.50
			Receipt Total:	\$3,382.50
28034	8/30/2018	Mortgagor: LOPEZ ROBERTO III Mortgagee: FREEDOM MORTGAGE CORP		
		Serial # DJ2877	Doc # 01-2018-5407	\$310,400.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,552.00 Wappinger
		260	Mortgage Tax MTA Share	\$901.20
		275	1-6 Family	\$776.00
		276	Mortgage Tax Local	\$0.00
				\$3,229.20
			Receipt Total:	\$3,229.20
28035	8/30/2018	Mortgagor: ELLIOTT MARVIN JR Mortgagee: MUNICIPAL CR UNION		
		Serial # DJ2878	Doc # 01-2018-5408	\$165,300.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$826.50 Beekman
		260	Mortgage Tax MTA Share	\$465.90
		276	Mortgage Tax Local	\$0.00
				\$1,292.40
			Receipt Total:	\$1,292.40

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28036	8/30/2018	Mortgagor:	BOWEN GRIFFITHS TRUDY ANN	
		Mortgagee:	WELLS FARGO BANK NA	
	Serial # DJ2876	Doc # 01-2018-5409	\$43,889.22	1-2 Family Residence
	250	Mortgage Tax County	\$219.50	City of Poughkeepsie
	260	Mortgage Tax MTA Share	\$101.70	
	275	1-6 Family	\$109.75	
	276	Mortgage Tax Local	\$0.00	
			\$430.95	
		Receipt Total:	\$430.95	
28038	8/30/2018	Mortgagor:	SHERWIN TIMOTHY LUKE	
		Mortgagee:	FIRST REPUBLIC BANK	
	Serial # DJ2879	Doc # 01-2018-5410	\$750,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$3,750.00	Washington
	260	Mortgage Tax MTA Share	\$2,220.00	
	275	1-6 Family	\$1,875.00	
	276	Mortgage Tax Local	\$0.00	
			\$7,845.00	
		Receipt Total:	\$7,845.00	
28042	8/30/2018	Mortgagor:	BETTERTON STEPHEN D	
		Mortgagee:	PRIMELENDING	
	Serial # DJ2880	Doc # 01-2018-5411	\$363,750.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,818.50	Wappinger
	260	Mortgage Tax MTA Share	\$1,061.10	
	275	1-6 Family	\$909.25	
	276	Mortgage Tax Local	\$0.00	
			\$3,788.85	
		Receipt Total:	\$3,788.85	
28061	8/30/2018	Mortgagor:	BAWOL CHRISTOPHER L	
		Mortgagee:	HUDSON VALLEY FCU	
	Serial # DJ2882	Doc # 01-2018-5412	\$20,000.00	(E) CR Un/Nat Pr
	250	Mortgage Tax County	\$100.00	Hyde Park
	260	Mortgage Tax MTA Share	\$30.00	
	276	Mortgage Tax Local	\$0.00	
			\$130.00	
		Receipt Total:	\$130.00	
28065	8/30/2018	Mortgagor:	YOLI VALERIA	
		Mortgagee:	ULSTER SVGS BANK	
	Serial # DJ2883	Doc # 01-2018-5414	\$150,000.00	(NE) Commercial
	250	Mortgage Tax County	\$750.00	Red Hook
	260	Mortgage Tax MTA Share	\$450.00	
	270	SONYMA	\$375.00	
	276	Mortgage Tax Local	\$0.00	
			\$1,575.00	
		Receipt Total:	\$1,575.00	

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28066	8/30/2018	Mortgagor: KRALL LINDA C				
		Mortgagee: ULSTER SVGS BANK				
		Serial # DJ2884	Doc # 01-2018-5415	\$50,000.00	1-2 Family Residence	
		250	Mortgage Tax County	\$250.00	La Grange	
		260	Mortgage Tax MTA Share	\$120.00		
		275	1-6 Family	\$125.00		
		276	Mortgage Tax Local	\$0.00		
				\$495.00		
			Receipt Total:	\$495.00		
		28067	8/30/2018	Mortgagor: HERNANDEZ NESTOR H		
Mortgagee: UNITED WHOLESALE MORTGAGE						
Serial # DJ2885	Doc # 01-2018-5417			\$55,800.00	1-2 Family Residence	
250	Mortgage Tax County			\$279.00	Wappinger	
260	Mortgage Tax MTA Share			\$137.40		
275	1-6 Family			\$139.50		
276	Mortgage Tax Local			\$0.00		
				\$555.90		
	Receipt Total:			\$555.90		
28070	8/30/2018			Mortgagor: BORQUIST ERIC		
		Mortgagee: HUDSON VALLEY FCU				
		Serial # DJ2886	Doc # 01-2018-5418	\$108,731.57	(E) CR Un/Nat Pr	
		250	Mortgage Tax County	\$543.50	Pleasant Valley	
		260	Mortgage Tax MTA Share	\$296.10		
		276	Mortgage Tax Local	\$0.00		
				\$839.60		
			Receipt Total:	\$839.60		
		28072	8/30/2018	Mortgagor: COTE MARISSA A		
				Mortgagee: QUICKEN LOANS INC		
Serial # DJ2887	Doc # 01-2018-5420			\$243,750.00	1-2 Family Residence	
250	Mortgage Tax County			\$1,218.50	Washington	
260	Mortgage Tax MTA Share			\$701.10		
275	1-6 Family			\$609.25		
276	Mortgage Tax Local			\$0.00		
				\$2,528.85		
	Receipt Total:			\$2,528.85		
28076	8/30/2018			Mortgagor: CORMIER FRANCINE L		
		Mortgagee: CITIBANK NA				
		Serial # DJ2888	Doc # 01-2018-5421	\$126,700.00	1-2 Family Residence	
		250	Mortgage Tax County	\$633.50	Fishkill	
		260	Mortgage Tax MTA Share	\$350.10		
		275	1-6 Family	\$316.75		

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		276	Mortgage Tax Local	\$0.00
				\$1,300.35
			Receipt Total:	\$1,300.35
28078	8/30/2018	Mortgagor: RUBINSTEIN TATE I Mortgagee: ROBBINS LAURA		
		Serial # DJ2889	Doc # 01-2018-5422	\$367,500.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$1,837.50 Rhinebeck
		260	Mortgage Tax MTA Share	\$1,072.50
		276	Mortgage Tax Local	\$0.00
				\$2,910.00
			Receipt Total:	\$2,910.00
28079	8/30/2018	Mortgagor: SHAMSUDDIN SHAHID Mortgagee: MAHOPAC BANK		
		Serial # DJ2890	Doc # 01-2018-5423	\$357,000.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,785.00 La Grange
		260	Mortgage Tax MTA Share	\$1,041.00
		275	1-6 Family	\$892.50
		276	Mortgage Tax Local	\$0.00
				\$3,718.50
			Receipt Total:	\$3,718.50
28081	8/30/2018	Mortgagor: MATURO RONALD E Mortgagee: KEYBANK NATL ASSOC		
		Serial # DJ2891	Doc # 01-2018-5424	\$100,000.00 1-2 Family Residence
		280	Mortgage Tax Held	\$1,020.00 Other
				\$1,020.00
			Receipt Total:	\$1,020.00
28084	8/30/2018	Mortgagor: TERLIZZI BERNARD A Mortgagee: AMERICAN ADVISORS GROUP		
		Serial # DJ2893	Doc # 01-2018-5425	\$1,019,475.00 No Tax / Serial #
		250	Mortgage Tax County	\$0.00 East Fishkill
				\$0.00
28084	8/30/2018	Mortgagor: TERLIZZI BERNARD A Mortgagee: HOUSING & URBAN DEVELOPMENT		
		Serial # DJ2894	Doc # 01-2018-5426	\$1,019,475.00 No Tax / Serial #
		250	Mortgage Tax County	\$0.00 East Fishkill
				\$0.00
			Receipt Total:	\$0.00

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28085	8/30/2018	Mortgagor: CUMMINGS CHRISTOPHER W Mortgagee: QUICKEN LOANS INC		
	Serial # DJ2892	Doc # 01-2018-5427	\$339,625.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,698.00	Wappinger
	260	Mortgage Tax MTA Share	\$988.80	
	275	1-6 Family	\$849.00	
	276	Mortgage Tax Local	\$0.00	
			\$3,535.80	
		Receipt Total:	\$3,535.80	
28092	8/30/2018	Mortgagor: TERWILLIGER MERVIN D Mortgagee: HUDSON VALLEY FCU		
	Serial # DJ2895	Doc # 01-2018-5428	\$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	
28103	8/30/2018	Mortgagor: STILL ANN E Mortgagee: BANK OF MILLBROOK		
	Serial # DJ2896	Doc # 01-2018-5429	\$100,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$500.00	Washington
	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	
28122	8/31/2018	Mortgagor: CHAMBERLAIN CHRISTEN Mortgagee: HOMESTEAD FUNDING CORP		
	Serial # DJ2898	Doc # 01-2018-5430	\$133,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$665.00	La Grange
	260	Mortgage Tax MTA Share	\$369.00	
	275	1-6 Family	\$332.50	
	276	Mortgage Tax Local	\$0.00	
			\$1,366.50	
		Receipt Total:	\$1,366.50	
28125	8/31/2018	Mortgagor: EDLEMAN KIRK A Mortgagee: PCSB BANK		
	Serial # DJ2900	Doc # 01-2018-5431	\$208,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,040.00	Pawling
	260	Mortgage Tax MTA Share	\$594.00	
	275	1-6 Family	\$520.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,154.00	
		Receipt Total:	\$2,154.00	

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>	<u>Mortgage Type/District/Comment</u>		
28128	8/31/2018	Mortgagor: DEGAETANO SARA Mortgagee: TEG FCU		
		Serial # DJ2901	Doc # 01-2018-5432	\$133,008.00 (E) CR Un/Nat Pr
		250	Mortgage Tax County	\$665.00 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$369.00
		276	Mortgage Tax Local	\$0.00
				\$1,034.00
			Receipt Total:	\$1,034.00
28131	8/31/2018	Mortgagor: FLINN DARWIN Mortgagee: TIAA FSB		
		Serial # DJ2902	Doc # 01-2018-5433	\$228,779.00 1-2 Family Residence
		250	Mortgage Tax County	\$1,144.00 North East
		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
28135	8/31/2018	Mortgagor: JHT TRADING INC Mortgagee: TLP ASSOCIATES LLC		
		Serial # DJ2897	Doc # 01-2018-5434	\$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
28145	8/31/2018	Mortgagor: HSDRP LLC Mortgagee: RHINEBECK BANK		
		Serial # DJ2903	Doc # 01-2018-5436	\$216,750.00 (NE) Commercial
		250	Mortgage Tax County	\$1,083.50 City of Poughkeepsie
		260	Mortgage Tax MTA Share	\$650.10
		270	SONYMA	\$541.75
		276	Mortgage Tax Local	\$0.00
				\$2,275.35
28145	8/31/2018	Mortgagor: HSDRP LLC Mortgagee: RHINEBECK BANK		
		Serial # DJ2904	Doc # 01-2018-5437	\$0.00 No Tax / Serial #
		250	Mortgage Tax County	\$0.00 City of Poughkeepsie
				\$0.00
			Receipt Total:	\$2,275.35

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
28160	8/31/2018	Mortgagor:	BRETCHES BRANDON	
		Mortgagee:	BOKF NA	
	Serial # DJ2905	Doc # 01-2018-5438	\$278,869.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,394.50	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$806.70	
	275	1-6 Family	\$697.25	
	276	Mortgage Tax Local	\$0.00	
			\$2,898.45	
		Receipt Total:	\$2,898.45	
28172	8/31/2018	Mortgagor:	WORELL KURT	
		Mortgagee:	GUARANTEED RATE INC	
	Serial # DJ2906	Doc # 01-2018-5439	\$211,500.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,057.50	La Grange
	260	Mortgage Tax MTA Share	\$604.50	
	275	1-6 Family	\$528.75	
	276	Mortgage Tax Local	\$0.00	
			\$2,190.75	
		Receipt Total:	\$2,190.75	
28176	8/31/2018	Mortgagor:	VASSER CORRINE M	
		Mortgagee:	M & T BANK	
	Serial # DJ2907	Doc # 01-2018-5440	\$243,600.00	1-2 Family Residence
	250	Mortgage Tax County	\$1,218.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$700.80	
	275	1-6 Family	\$609.00	
	276	Mortgage Tax Local	\$0.00	
			\$2,527.80	
28176	8/31/2018	Mortgagor:	VASSER CORRINE M	
		Mortgagee:	M & T BANK	
	Serial # DJ2908	Doc # 01-2018-5441	\$28,000.00	1-2 Family Residence
	250	Mortgage Tax County	\$140.00	Town of Poughkeepsie
	260	Mortgage Tax MTA Share	\$54.00	
	275	1-6 Family	\$70.00	
	276	Mortgage Tax Local	\$0.00	
			\$264.00	
		Receipt Total:	\$2,791.80	
28217	8/31/2018	Mortgagor:	MUNDORF AMANDA	Comments:
		Mortgagee:	TEG FCU	RELEASING RECEIPT 2018- 17969 WITH MTG SERIAL NUMBER DJ1215
	Serial # DJ2909	Doc # 01-2018-3585	\$204,250.00	(E) CR Un/Nat Pr
	280	Mortgage Tax Held	(\$1,603.60)	
	260	Mortgage Tax MTA Share	\$582.60	
	276	Mortgage Tax Local	\$0.00	
	250	Mortgage Tax County	\$24.97	La Grange

## Dutchess County Clerk Mortgage Tax Report

8/1/2018 - 8/31/2018

Receipt #	Receipt Date	<u>Mortgage Type/District/Comment</u>		
		250	Mortgage Tax County	\$996.03 Wappinger
				\$0.00
			Receipt Total:	\$0.00
28218	8/31/2018	Mortgagor: REICHEL T GLENN M Mortgagee: CITIZENS BANK NA		Comments: RELEASING RECEIPT 2018- 18011 WITH MTG SERIAL NUMBER DJ1218
		Serial # DJ2910	Doc # 01-2018-3588	\$450,000.00 1-2 Family Residence
		280	Mortgage Tax Held	(\$4,695.00)
		260	Mortgage Tax MTA Share	\$1,320.00
		275	1-6 Family	\$1,125.00
		276	Mortgage Tax Local	\$0.00
		250	Mortgage Tax County	\$322.59 Milan
		250	Mortgage Tax County	\$1,927.41 Rhinebeck
				\$0.00
			Receipt Total:	\$0.00
28219	8/31/2018	Mortgagor: VALI EMILY C Mortgagee: HUDSON VALLEY FCU		Comments: RELEASING RECEIPT 2018- 18732 WITH MTG SERIAL NUMBER DJ1322
		Serial # DJ2911	Doc # 01-2018-3710	\$305,550.00 (E) CR Un/Nat Pr
		280	Mortgage Tax Held	(\$2,414.00)
		260	Mortgage Tax MTA Share	\$886.50
		276	Mortgage Tax Local	\$0.00
		250	Mortgage Tax County	\$47.61 East Fishkill
		250	Mortgage Tax County	\$1,479.89 Wappinger
				\$0.00
			Receipt Total:	\$0.00
28220	8/31/2018	Mortgagor: NEUN TIMOTHY Mortgagee: HOMESTEAD FUNDING CORP		Comments: RELEASING RECEIPT 2018- 19759 WITH MTG SERIAL NUMBER DJ1476
		Serial # DJ2912	Doc # 01-2018-3888	\$230,743.00 1-2 Family Residence
		280	Mortgage Tax Held	(\$2,392.35)
		260	Mortgage Tax MTA Share	\$662.10
		275	1-6 Family	\$576.75
		276	Mortgage Tax Local	\$0.00
		250	Mortgage Tax County	\$1,152.99 La Grange
		250	Mortgage Tax County	\$0.51 Union Vale
				\$0.00
			Receipt Total:	\$0.00

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<u>Receipt #</u>	<u>Receipt Date</u>			<u>Mortgage Type/District/Comment</u>
28222	8/31/2018	Mortgagor:	FRANZONE VINCENT J	Comments:
		Mortgagee:	HUDSON VALLEY FCU	RELEASING RECEIPT 2018- 21520 WITH MTG SERIAL NUMBER DJ1685
		Serial # DJ2913	Doc # 01-2018-4115	\$172,372.72 (E) CR Un/Nat Pr
		280	Mortgage Tax Held	(\$1,349.20)
		260	Mortgage Tax MTA Share	\$487.20
		276	Mortgage Tax Local	\$0.00
		250	Mortgage Tax County	\$850.49 Stanford
		250	Mortgage Tax County	\$11.51 Washington
				\$0.00
			Receipt Total:	\$0.00
28257	8/31/2018	Mortgagor:	MORALES VIVIAN	
		Mortgagee:	QUICKEN LOANS INC	
		Serial # DJ2914	Doc # 01-2018-5442	\$540,775.00 1-2 Family Residence
		250	Mortgage Tax County	\$2,704.00 East Fishkill
		260	Mortgage Tax MTA Share	\$1,592.40
		275	1-6 Family	\$1,352.00
		276	Mortgage Tax Local	\$0.00
				\$5,648.40
			Receipt Total:	\$5,648.40
28261	8/31/2018	Mortgagor:	TURNER EDWARD O	
		Mortgagee:	QUICKEN LOANS INC	
		Serial # DJ2915	Doc # 01-2018-5443	\$206,250.00 1-2 Family Residence
		276	Mortgage Tax Local	\$0.00
		275	1-6 Family	\$515.50
		260	Mortgage Tax MTA Share	\$588.60
		250	Mortgage Tax County	\$1,031.00 Hyde Park
				\$2,135.10
			Receipt Total:	\$2,135.10

**Dutchess County Clerk  
Mortgage Tax Report**

8/1/2018 - 8/31/2018

<b>Municipality Name</b>	<b>Total</b>
Amenia	\$19,475.00
Beekman	\$20,056.50
Clinton	\$11,436.50
Dover	\$8,899.00
East Fishkill	\$101,045.61
Fishkill	\$60,331.00
Hyde Park	\$29,170.00
La Grange	\$48,318.46
Milan	\$8,831.89
North East	\$7,683.50
Pawling	\$14,790.00
Pine Plains	\$5,480.00
Pleasant Valley	\$17,675.50
Red Hook	\$17,748.50
Rhinebeck	\$50,592.41
Stanford	\$9,040.49
Town of Poughkeepsie	\$75,706.50
Union Vale	\$16,259.01
Wappinger	\$47,271.42
Washington	\$21,713.51
City of Beacon	\$41,315.00
City of Poughkeepsie	\$28,074.00
Other	\$0.00
<b>Total MortgageTax:</b>	<b>\$660,913.80</b>

<b>Account</b>	<b>Description</b>	<b>Total</b>
250	Mortgage Tax County	\$660,913.80
260	Mortgage Tax MTA Share	\$381,273.18
270	SONYMA	\$37,859.00
275	1-6 Family	\$253,084.15
276	Mortgage Tax Local	\$0.00
280	Mortgage Tax Held	\$9,174.70
<b>Total Tax:</b>		<b>\$1,342,304.83</b>

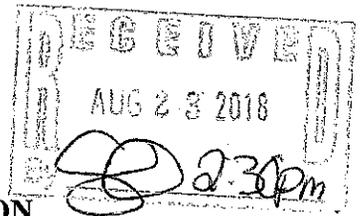
## Dutchess County Clerk - Foreclosure Statistics

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<b>Municipality Name</b>	<b>Count</b>
Amenia	4
Beekman	1
City of Beacon	3
City of Poughkeepsie	7
Clinton	1
Dover	2
East Fishkill	4
Fishkill	8
Hyde Park	3
La Grange	6
Pawling	5
Pine Plains	1
Town of Poughkeepsie	11
Wappinger	9
Washington	1
<b>Total:</b>	<b>66</b>



STATE OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION



NOTICE OF PUBLIC LEGISLATIVE HEARING, ISSUES CONFERENCE,  
AND ADJUDICATORY HEARING

**Permittee:** Nicholas F. Domain Sand & Gravel Company  
2441 NYS Route 22  
Dover Plains, NY 12522

**Project Location:** Property immediately west of NYS Route 22 and south of West Duncan Hill Road, approximately 2.75 miles south of the hamlet of Dover Plains, Dutchess County, New York.

**Permittee's Representative:** Raymond Demers, 2441 NYS Route 22, Dover Plains, NY 12522

**Permittee's Counsel:** George J. Calcagnini, Esq., 376 Route 202, Somers, NY 10589

**DEC Permit No.:** 3-1326-00092/00003

**Mine ID No.:** 30370

**Project Description:** The Department of Environmental Conservation (DEC) authorized Nicholas F. Doman Sand & Gravel Company (Domain or permittee) to conduct mining and post-mining reclamation activities at the project location by a permit renewal issued on May 26, 2017. DEC staff now proposes to modify the permit, and a Notice of Intent to Modify a Permit was issued on July 16, 2018.

As stated in the July 16, 2018 Notice of Intent to Modify, DEC staff proposes the following modifications to this permit: "Immediately upon the effective date of this modification, the permittee shall cease all mining activities on the Judson property including excavation, blasting, processing and removal of minerals." The Notice of Intent to Modify stated further that permittee would be required to commence final reclamation on the Judson property. Mining and material processing on the other two properties are authorized under the existing permit. On July 30, 2018, permittee requested a hearing on the proposed modification.

As noted below, documents relating to the proposed permit modification may be viewed at the DEC office in New Paltz.

**SEORA Status:** The project is a Type II Action under Environmental Conservation Law (ECL) article 8 (State Environmental Quality Review Act [SEORA]) and 6 NYCRR 617.5(c)(26).

**Public Legislative Hearing:** A legislative hearing pursuant to 6 NYCRR part 624 to hear and receive unsworn comments from the public will be held on **Wednesday, September 26, 2018, beginning at 9:00 a.m., at the Town of Dover Town Hall, 126 East Duncan Hill Road, Dover Plains, New York.** All persons, organizations, corporations, or government agencies who may be affected are invited to attend the hearing and comment on the proposed modification. Lengthy comments should be submitted in writing. Equal weight will be given to oral and written statements. The administrative law judge

(ALJ) may limit the time available for oral comments to 5 minutes per person to ensure that all persons have an opportunity to be heard. This location is reasonably accessible to persons with a mobility impairment.

Interpreter services shall be made available to deaf persons, and translator services shall be made available to persons with limited English proficiency, at no charge for either service, upon written request to the ALJ at the address below. Requests must be made at least seven days prior to the hearing.

**Written Public Comments:** Written comments concerning the application and draft permit may be mailed to ALJ Maria E. Villa at DEC's Office of Hearings and Mediation Services, 1<sup>st</sup> Floor, 625 Broadway, Albany, New York, 12233-1550, and will be considered equally with oral statements given at the legislative hearing, provided they are received by **Tuesday, September 25, 2018.**

**Issues Conference:** A pre-adjudicatory issues conference will be held immediately following the legislative hearing on **Wednesday, September 26, 2018. The adjudicatory hearing will follow immediately thereafter, and will continue, if necessary, on dates to be determined.** The purpose of the issues conference is to define, narrow and, if possible, resolve the issues that are proposed as subjects for adjudication. The known issues are the permittee's objections to the Department's proposed modification to permit 3-1326-00092/00003. Other issues may be proposed for adjudication and must be both substantive and significant in accordance with 6 NYCRR 624.4(c). Participation at the issues conference will be limited to Department staff, permittee, and those persons who have filed a petition for party status as detailed below.

**Filing for Party Status and Proposed Issues:** Persons seeking to participate at the issues conference and the subsequent adjudicatory hearing must file a written petition explaining whether their request is for full party status or amicus status. For the required contents of petitions for full party status, see 6 NYCRR 624.5(b)(1) and (2). To determine whether an issue is substantive, see 6 NYCRR 624.4(c)(2), and to determine whether an issue is significant, see 6 NYCRR 624.4(c)(3). For the required contents of a petition seeking amicus status, see 6 NYCRR 624.5(b)(1) and (3).

All petitions requesting party status to participate at the adjudicatory hearing must be received at DEC's Office of Hearings and Mediation Services no later than **4:00 p.m. on Monday, September 24, 2018.** Address all petitions to ALJ Maria E. Villa, DEC's Office of Hearings and Mediation Services, 1st Floor, 625 Broadway, Albany, New York, 12233-1550, telephone: (518) 402-9003, email: [maria.villa@dec.ny.gov](mailto:maria.villa@dec.ny.gov). At the same time and in the same manner that the petition is furnished to the ALJ, a copy of the petition must be furnished to permittee's attorney, George J. Calcagnini, Esq., 376 Route 202, Somers, New York, 12207, telephone: (914) 277-2255, email: [gcalcagnin@aol.com](mailto:gcalcagnin@aol.com); to Cory A. Poolman, Esq., attorney for Rita Judson, McCabe & Mack LLP, 63 Washington Street, P. O. Box 509, Poughkeepsie, New York, 12602-0509, telephone (845) 486-6800, email: [cpoolman@mccm.com](mailto:cpoolman@mccm.com); and to Department staff's attorney, Lara Quintiliani Olivieri, Esq., Senior Attorney, Office of General Counsel, DEC Region 3 Office, 21 South Putt Corners Road, New Paltz, New York 12561, telephone: (845) 256-2254, email: [lara.quintilianiolivieri@dec.ny.gov](mailto:lara.quintilianiolivieri@dec.ny.gov).

Filing of petitions by email is authorized provided petitions are received by all of the above parties by the 4:00 p.m. deadline, and a conforming hard copy is sent to all of the above parties by first class mail and postmarked by the deadline date. Telefaxed petitions will not be accepted.

DEC's permit hearing regulations may be found at <http://www.dec.ny.gov/regs/2488.html>, and a guide to permit hearing procedures may be found at <http://www.dec.ny.gov/permits/6234.html>.

**Adjudicatory Hearing:** An adjudicatory hearing will be held immediately following the issues conference. Participation at the adjudicatory hearing will be limited to Department staff, permittee, and those persons who have been granted party status.

**Document Availability:** Filed application documents and the existing permit are available for inspection during normal business hours at DEC's Region 3 Office, 21 South Putt Corners Road, New Paltz, New York 12561. To ensure timely service at the time of inspection, it is recommended that an appointment be made with Diane Vitarius in the DEC Region 3 office at (845) 256-3052.

**Statutory and Regulatory Provisions:** This proceeding is being conducted according to ECL article 3 (General Functions), article 8 (State Environmental Quality Review Act, [SEQRA]), article 23 (Mineral Resources, and article 70 (Uniform Procedures); and 6 NYCRR parts 420-425, part 617 (SEQR), part 621 (Uniform Procedures), and part 624 (Permit Hearings Procedures).

James T. McClymonds  
Chief Administrative Law Judge

August 22, 2018  
Albany, New York



**COUNTY OF DUTCHESS**  
BUDGET OFFICE

## Memo

**To:** Donna Bolner, 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:** September 6, 2018

As of September 6, 2018, the **General Contingency-A1990.4007** reflects a balance of **\$574,597**.

<b>Contingency – Adopted</b>		<b>\$1,500,000</b>
Approved Resolutions		
2018067	Authorizing the Department of Behavioral and Community Health to establish a competitive grant program for the establishment of prescription drop off boxes and amending the 2018 Adopted County Budget as it pertains to the General Contingency Fund (A.1990.4007)	(5,760)
2018122	Amending the 2018 Adopted County Budget as it pertains to the Dutchess County Sheriff	(54,000)
2018136	Amending the Adopted County Budget as it pertains to the Dutchess County Clerk	(85,400)
2018210	Amending the 2018 Adopted County Budget as it pertains to the Department of Public Works-Parks Division.	(250,000)
2018211	Authorizing a Grant Agreement with the Federal Aviation Administration for construction of a new aircraft rescue/firefighting and snow removal equipment building and amending the 2018 Adopted County Budget as it pertains to the Department of Public Works – Hudson Valley Regional Airport.	(335,243)

2018217	Amending the 2018 Adopted County Budget as it pertains to the Office for the Aging.	(195,000)
<b>Contingency Balance after adopted amendments:</b>		<b>\$574,597</b>

There are no proposed changes to the Contingency per the Legislature's Agenda for the September 12, 2018 Legislative Meeting.

As of September 6, 2018, the **Capital Reserve** account reflects an available balance of **\$307** plus interest earned of \$179, which brings the total to \$486.

<b>Capital Reserve beginning balance:</b>	<b>\$148,230</b>
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Approved Resolutions

2018211	Authorizing a Grant Agreement with the Federal Aviation Administration for construction of a new aircraft rescue/firefighting and snow removal equipment building and amending the 2018 Adopted County Budget as it pertains to the Department of Public Works – Hudson Valley Regional Airport.	(147,923)
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<b>Capital Reserve balance after approved amendments: *</b>	<b>\$486</b>
*Includes interest earned	

There are no proposed changes to the Capital Reserve per the Legislature's Agenda for the September 12, 2018 Legislative Meeting.

<b>Capital Reserve Balance:</b>	<b>\$486</b>
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JW:gp  
encl.

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

Dutchess County  
**Contingency Memo**

Through Date: 9/6/2018

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	\$1,500,000.00	(\$925,403.00)	\$574,597.00	\$0.00	\$0.00	\$0.00	\$574,597.00	0%	\$0.00
4007 - General Contingency	\$1,500,000.00	(\$925,403.00)	\$574,597.00	\$0.00	\$0.00	\$0.00	\$574,597.00	0%	\$0.00
<b>Expenditure Grand Totals:</b>	\$1,500,000.00	(\$925,403.00)	\$574,597.00	\$0.00	\$0.00	\$0.00	\$574,597.00	0%	\$0.00
<b>Grand Totals:</b>	(\$1,500,000.00)	\$925,403.00	(\$574,597.00)	\$0.00	\$0.00	\$0.00	(\$574,597.00)		\$0.00



**Village of Tivoli**  
*Founded 1795*

Joel R. Griffith  
*Mayor*

Emily M. Majer  
*Deputy Mayor*

Susan G. Ezrati  
*Trustee*

Jeanann M. Schneider  
*Trustee*

Christopher L. Murphy  
*Trustee*

Robin L. Bruno  
*Village Clerk*

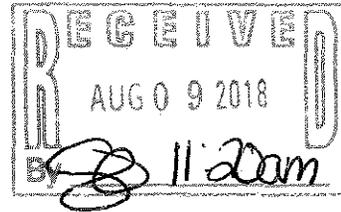
Bonnie L. Day  
*Treasurer*

Kristen Cleaveland  
*Deputy Village Clerk*

Historic Watts de Peyster Hall  
1 Tivoli Commons  
86 Broadway  
PO Box 397  
Tivoli, New York 12583-0397

Phone: 845-757-2021  
Fax: 845-757-5416  
[www.tivoliny.org](http://www.tivoliny.org)

August 7, 2018



Dutchess County Legislature  
22 Market Street; #6  
Poughkeepsie, NY 12601

To Whom It May Concern:

Please find enclosed resolutions to adopt SEQRA Determinations of Significance and the Negative Declarations from the Village of Tivoli for the Tivoli Water System Project and the Tivoli Wastewater System Project.

If you have any questions, you may contact our office at (845) 757-2021.

Thank you.

Sincerely,

Robin L. Bruno  
Village Clerk

**VILLAGE OF TIVOLI**

**RESOLUTION NO. 31**

**DATED JUNE 26, 2018**

**RESOLUTION TO ADOPT A SEQRA DETERMINATION OF SIGNIFICANCE  
(NEGATIVE DECLARATION)**

**WHEREAS**, the Village of Tivoli has undertaken a study of its water system condition, need for improvements and the feasibility of transfer of the system to the Dutchess County Water and Wastewater Authority (“DCWWA”), and has received and reviewed the Water Facility Evaluation dated April 2017 prepared by T&B Engineering, P.C. and a feasibility study prepared by DCWWA (collectively the “Facility Studies”); and

**WHEREAS**, the Board of Trustees of the Village of Tivoli has indicated its intent to transfer ownership, and responsibility for management and operation of its water system to the DCWWA, subject to completion of a transfer agreement and review under SEQRA; and

**WHEREAS**, on May 16, 2018, the Village Board of Trustees reviewed a draft Full Environmental Assessment Form and Coastal Assessment Form and classified the action as a Type I action under the State Environmental Quality Review Act (“SEQRA”), declared itself lead agency and referred the action to the Village Planning Board pursuant to Section 225-13 of the Village Code; and

**WHEREAS**, after review of the Planning Board’s comments the Village Board of Trustees has revised the EAF and CAF to narrow the scope of alternatives under consideration; and

**WHEREAS**, the Village Board has reviewed the revised Environmental Assessment Form dated June 20, 2018, the revised CAF dated June 20, 2018, and information obtained through its own knowledge, its consultants and other agencies and has sufficient information on which to base a determination of significance; and

**WHEREAS**, at its meeting held on June 25, 2018, the Planning Board determined that the proposed action is consistent with the Village’s Local Waterfront Revitalization Program and concluded that a negative declaration is warranted; and

**WHEREAS**, the Village Board has reviewed the proposed action and its consistency with the Village’s Local Waterfront Revitalization Program, and has reviewed the Planning Board’s finding of consistency; and

**WHEREAS**, the Village Board has reviewed a Part 2 and 3 EAF on file with the Village Clerk and a draft Notice of Determination of Non-Significance (Negative Declaration) setting forth reasons supporting a determination that the proposed action will not have a significant adverse impact on the environment; and

**WHEREAS**, the Village Board of Trustees has considered the criteria contained in 6 NYCRR 617.7 and thoroughly analyzed all identified relevant areas of environmental concern;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of the Village of Tivoli as follows:

1. The Village Board of Trustees hereby adopts the attached Notice of Negative Declaration, finding that proposed action described therein including improvements of the Water System and transfer to the DCWWA will not result in any significant adverse environmental impacts and that a Draft Environmental Impact Statement will not be prepared.
2. The Mayor is hereby authorized and directed to sign Part 3 of the Full Environmental Assessment Form.
3. The Village Clerk is hereby authorized and directed to provide copies of the attached Notice of Determination of Non-Significance to the Mayor and all involved and interested agencies, and to any party that has requested a copy, and to provide a notice of the same for publication in the Environmental Notice Bulletin.

EXTRACT OF MINUTES

A special meeting of the Village Board of the Village of Tivoli, Dutchess County, New York was convened in public session at the Village Hall, 86 Broadway, Tivoli, New York 12583 on June 26, 2018 at 6:00 p.m., local time.

The meeting was called to order by Mayor Griffith, and, upon roll being called, the following members were:

PRESENT:

Joel Griffith	Mayor
Emily Majer	Deputy Mayor
Susan Ezrati	Trustee
Christopher Murphy	Trustee
Jeanann Schneider	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by Trustee Murphy, seconded by Trustee Ezrati, to wit;

**RESOLUTION NO. 31  
DATED JUNE 26, 2018**

**RESOLUTION TO ADOPT A SEQRA DETERMINATION OF SIGNIFICANCE  
(NEGATIVE DECLARATION)**

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Joel Griffith	Voting <u>Aye</u>
Emily Majer	Voting <u>Aye</u>
Susan Ezrati	Voting <u>Aye</u>
Christopher Murphy	Voting <u>Aye</u>
Jeanann Schneider	Voting <u>Aye</u>

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Village of Tivoli, Dutchess County, New York (hereinafter called the "Village ") and the custodian of the records of the Village, including the minutes of the proceedings of the Village Board of Trustees, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the 26th day of June, 2018 and entitled:

**RESOLUTION NO. 31  
DATED JUNE 26, 2018**

**RESOLUTION TO ADOPT A SEQRA DETERMINATION OF SIGNIFICANCE  
(NEGATIVE DECLARATION)**

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 26<sup>th</sup> day of June, 2018.

-SEAL-

  
Robin Bruno  
Village Clerk

617.7

**State Environmental Quality Review (SEQR)**

**Negative Declaration**

Notice of Determination of Non-Significance

**Date of Adoption:** June 26, 2018

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Village of Tivoli Board of Trustees, as Lead Agency, has determined that the proposed action described below will not have a significant adverse impact on the environment and that a Draft Environmental Impact Statement will not be prepared.

**Name of Action:** Tivoli Water System Project (as revised June 20, 2018)

**SEQR Status:** Type I   
Unlisted

**Conditioned Negative Declaration:**  YES  
 NO

**Description of Action:** The project consists of various improvements to the Village water supply system necessary to meet current Department of Health standards and improve fire flows within the Village, and the transfer of the Village water system to the Dutchess County Water and Wastewater Authority. The action will include design, permitting, financing, and constructing improvements including water main replacement, water treatment upgrades, control system improvements, health and safety improvements and the construction of a new water storage tank (WST) to replace the existing tank. At Pine Street a multi-leg tank is being considered, and at the McKnight well field a multi-leg tank or ground tank are being considered. At the McKnight site, an existing access road will be extended to provide vehicle access to the new WST site and water distribution lines will be extended to the site to connect the new WST to the distribution system. The action would include transfer of water system components and real property to the Dutchess County Water and Wastewater Authority (DCWWA) including the creation of a zone of assessment within the County Water District and related permitting, financing, and system operations and maintenance.

**Location:** Village of Tivoli, Dutchess County, New York

**Reasons Supporting This Determination:**

1. The Village Board has given due consideration to the subject action as defined in 6 NYCRR 617.2(b) and 617.3(g).
2. After reviewing the Environmental Assessment Form (EAF) for the project, the Village Board has concluded that environmental effects of the proposed project will not exceed any of the Criteria for Determining Significance found in 6 NYCRR 617.7(c).

3. The proposed action includes improvements to the existing water system to meet current Department of Health requirements. The project will address an important public health and safety concern. The existing water storage tank (WST) does not provide sufficient fire-flow storage and it has exceeded its useful life. It is necessary to construct a replacement WST to meet current Department of Health requirements and to improve fire flow. The new WST will be of a similar elevation to the existing WST and is proposed to be located on either the existing WST lot located on Pine Street ("Pine Street site"), or at a new location on the McKnight well field site ("McKnight site"), another utility lot that is also owned by the Village of Tivoli approximately 2,000' to the east. The existing WST would be demolished once the new tank is put in service.
4. The proposed action includes the transfer of the water system to the DCWWA, a public authority, including related infrastructure, equipment, and interests in real property held by the Village and used for the operation of the water system. If the new WST is located at the Pine Street site, the parcel transferred may require the relocation of certain existing uses recently co-located with the existing WST on the water utility parcel. The engineering study indicated that the well located adjacent to the existing WST is not a significant production well, and in the event that upon completion of surveys and final engineering analysis the well is determined to be located within the 1952 deeded park parcel, the Village plans to abandon the well or provide for only interim continued operation that would not interfere with the recreational use of the deeded park parcel.
5. The proposed action may involve construction on land where depth to the water table is less than 3 feet, according to the Natural Resource Conservation Service. Design of the tank foundation or footings will consider the geotechnical properties of the site soils, including the presence of groundwater, and will be designed to manage groundwater as necessary. Site construction activities that encounter groundwater will manage groundwater consistent with construction best management practices. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on land.
6. No wetlands or water bodies are located on either the existing tank site or the McKnight site, and both sites have been identified by FEMA as being in an area of minimal flood hazard. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on surface water or flooding.
7. According to the EAF Mapper, neither the Pine Street site nor the McKnight site is located in an area where there are significant natural communities, endangered or threatened species, or rare plants or animals. A portion of the Pine Street site is located on the edge of an area that has been identified as sensitive for Bald eagle (*Haliaeetus leucocephalus*) because of the proximity to a Bald eagle nest located on the Hudson River. Bald eagle was removed from the federal Endangered Species list in 2007 but is still afforded federal protection under the Bald and Golden Eagle Protection Act and state protection under the Environmental Conservation Law. Bald eagles utilize open water areas to forage for fish and generally nest near coastlines, rivers, large lakes or streams that support an adequate food supply. They often nest in mature or old-growth trees; snags (dead trees); cliffs; rock promontories; rarely on the ground; and with increasing frequency on human-made structures such as power poles and communication towers. There are no Bald eagles roosting on the Pine Street site or on the existing WST, no trees will be removed as part of the action, and therefore no impacts to Bald eagle will occur. Federally listed endangered species with the potential to inhabit the project areas or adjacent areas include Indiana bat (*Myotis sodalis*), and threatened species include Northern long-eared bat (*Myotis septentrionalis*). Suitable habitat for these bat

species include trees equal to or greater than 3" in diameter at breast height for roosting, and areas of open water or linear features in the landscape for foraging. As previously noted, no trees will be removed as part of the action and therefore no impacts to Indiana bat or Northern Long-eared bat will occur. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on plants and animals.

8. Both sites proposed for the new WST consist primarily of statewide important agricultural soils: the Pine Street site is comprised of Kingsbury and Rhinebeck (Kn) soils, which are classified within soil group 5 of the NYS Land Classification System, and the McKnight site is comprised of Hudson and Vergennes (HvB) soils, which are classified within soil group 4. Neither site is located within or adjacent to a NYS certified Agricultural District (Agricultural District 20), and neither site includes a farm operation. Moreover, the area of disturbance will be minimal and the proposed action will have minimal impact on agricultural soils. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on agriculture.
9. The Village of Tivoli is included within New York State's Mid-Hudson Historic Shorelands Scenic District and the Estates District Scenic Area of Statewide Significance (SASS). Within the Village's boundaries, the Local Waterfront Revitalization Program (LWRP) identifies four scenic highways of local significance (Montgomery Street, Woods Road, Broadway, and Route 9G), and Woods Road is also a Scenic Highway designated under Article 49 of the New York State Environmental Conservation Law. The project has been designed to minimize impacts to aesthetic resources to the maximum extent practicable. Balloon tests and visual simulations have been conducted to assess the aesthetic impact of the proposed action. No significant impact will occur to the SASS, the Mid-Hudson Shorelands Scenic District, or other resources that contribute to the scenic quality of the Coastal Area as a result of the replacement of the existing elevated WST with a new elevated WST of the same elevation and multi-leg style, at either the Pine Street site or the McKnight site since the impact of a new elevated WST will be similar to the existing conditions. The Village's LWRP identifies a scenic vista from Route 9G looking west. The existing WST can be seen from this vista, and an elevated WST at either of the proposed sites will also be seen from this vista, and therefore the replacement of the existing WST with a new WST at either site will not significantly alter the identified scenic viewshed. A ground WST at the McKnight site would also have no significant impact on aesthetic resources since it would be only minimally visible from public lands. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on aesthetic resources.
10. The Village of Tivoli is located within the Hudson River National Historic Landmark District, which is listed on the National Register of Historic Places. The Village contains one site, the Watts De Peyster Fireman's Hall, which is individually listed on the National Register of Historic Places. The project has been designed to minimize impacts to cultural resources to the maximum extent practicable. The project consists of improvements to the municipal water system necessary for public health and safety of residents, including removal of the existing elevated WST located at the Pine Street site, and the replacement of that structure at the same site or at a new location—the McKnight site. According to the Office of Parks, Recreation and Historic Preservation (OPRHP), the existing WST is not a contributing structure to the Hudson River National Historic Landmark District and therefore no adverse impacts to historic resources will result from the removal of the existing WST. The proposed elevated WST will be approximately the same elevation and

style (open-legged) as the existing WST. No significant adverse environmental impact will occur to the National Historic Landmark District or to the individually listed National Register site as a result of the replacement of the existing elevated WST with a new elevated WST of the same elevation, at either location (the Pine Street site or the McKnight site) since the impact of a new elevated WST on historic resources will be the same as the existing conditions. However, if located on the McKnight site, the elevated WST would be less prominent than if it were located on Pine Street in the Village center, a beneficial impact on historic resources. A ground tank at the McKnight site would also have no significant impact on historic resources since it would be only minimally visible from public lands. Neither the Pine Street site nor the McKnight site is located within the Village's Historic Overlay (HO) District. Locating a WST at the McKnight site would require improving an existing access road and extending water distribution lines to the new WST site. A portion of this work would occur on the Village wellfield parcel located immediately south of the McKnight site, and this parcel is located in the HO District; however, the HO District provisions only govern new buildings and additions to existing buildings, not roads or utility lines. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on historic resources.

11. The Village is located in an area that has been identified as sensitive for prehistoric activity by the New York State Office of Parks, Recreation and Historic Preservation (NYS OPRHP). Given the small amount of potential ground disturbance, the NYS OPRHP has determined that the proposed project will have no impact on archaeological resources. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on archaeological resources.
12. The two sites under consideration for the new WST are the Pine Street site and the McKnight site. The Pine Street site, on which the existing WST is located, is a utility lot located immediately adjacent to the Village's recreation park. Although a portion of that lot has been recently used for some recreational uses, these uses could be relocated if not able to be accommodated in conjunction with the utility use. If the WST were moved to the McKnight site, the Pine Street lot would be available to be used for recreation adjacent to the Village Park. This would have a beneficial impact on recreation. As noted previously, the proposed action includes the transfer of the water system to the DCWWA, a public authority, including related infrastructure, equipment, and interests in real property held by the Village and used for the operation of the water system. If the new WST is located at the Pine Street site, the parcel transferred may require the relocation of certain existing uses recently co-located with the existing WST on the water utility parcel. The engineering study indicated that the well located adjacent to the existing WST is not a significant production well, and in the event that upon completion of surveys and final engineering analysis the well is determined to be located within the 1952 deeded park parcel, the Village plans to abandon the well or provide for only interim continued operation that would not interfere with the recreational use of the deeded park parcel. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on open space and recreation.
13. The elevated WST would result in minimal noise since it would not require pumping at the tower site. The ground WST may be associated with a hum resulting from the need for pumps and generators. However, noise from the ground WST would not exceed the maximum permitted noise levels of the Village's noise ordinance in Chapter 151 of the Village Code. No continuous lighting of either style of tank (multi-leg or ground) at either location would be required. The proposed elevated WST would be less than 200 feet in

height, and the FAA does not require lighting of structures under 200 feet. The only lighting that would be associated with the WST would be for maintenance and security; in both cases this would be temporary lighting, turned on only during maintenance or, in the case of motion-detected security lighting, if motion was detected at the site. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on noise or light.

14. The proposed WST site on Pine Street is located within 1,500 feet of a retirement community located on Woods Road. However, the WST will not use, create, dispose of, or store any hazardous substances as part of its construction or operation. The proposed action includes improvements to the existing water system to meet current Department of Health requirements. The project will address an important public health and safety concern. The existing water storage tank (WST) does not provide sufficient fire-flow storage and it has exceeded its useful life. It is necessary to construct a replacement WST to meet current Department of Health requirements and to improve fire flow. These will be beneficial impacts on human health. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on human health.
15. The proposed action is not consistent with the Village's Zoning Law. A WST is not an expressly permitted use in any Zoning District in the Village, including in the R-2A District where the McKnight site is located, or the R15 District where Pine Street site is located. The new WST would also require area variances at either site for structure and fence height and possibly for setbacks, depending on where on the property the WST was located. The Village proposes to apply the County of Monroe "balancing" test to grant immunity for the proposed action from the Village's Zoning Law. Improvements to the Village water supply system are necessary to meet current Department of Health standards and to improve fire flows within the Village. The proposed project provides an essential public need. Should the Village Board find that the proposed action is not immune from review under the Zoning Law, the Village would need to obtain a use variance as well as area variances from the Zoning Board of Appeals, and site plan approval from the Planning Board to construct the proposed WST. A WST is required to provide fire flows and potable water for the existing water system, and there are no reasonably available alternatives than the two sites under consideration to provide the proposed improvements. The terrain of the Village is relatively flat and locating a WST outside the Village would require acquisition of additional property and significant additional infrastructure. Exemption from the Zoning Law would have a positive impact on the residents of the Village by permitting the improvements to the Village water supply system to proceed as planned. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on community plans.
16. The proposed action will replace an existing WST with a new WST. According to NYS OPRHP, the existing WST is not a contributing structure to the Hudson River National Historic Landmark District and therefore no adverse impacts to historic resources will result from the removal of the existing WST. If the new WST is located on the McKnight site, it will allow for the enlargement of the Village Recreation Park, a beneficial impact on a designated public resource. The proposed project will replace an existing elevated WST with a new WST, either an elevated style similar to the existing tank, or a ground WST that is less visible. Therefore, the proposed action will be similar to and will not be inconsistent with the existing architectural scale and character of the area. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse

environmental impact on community character.

17. In addition to the new WST, the proposed action will include other upgrades to the water system necessary to bring it into compliance with Department of Health standards, and will include transfer of the water system to the Dutchess County Water and Wastewater Authority. The upgrades will be replacement in kind, which will not result in any significant adverse environmental impact. The transfer of the water system to another public owner will have no environmental impact.
18. The Village Board has concluded that there are no significant adverse environmental impacts associated with the proposed action.

**For Further Information:**

Contact Person: Robin Bruno, Village Clerk  
Address: 1 Tivoli Commons  
PO Box 397  
Tivoli, NY 12583  
Telephone: 845-757-2021

**A Copy of this Notice Filed With:**

Village of Tivoli Board of Trustees (lead agency)  
Joel Griffith, Village Mayor  
Village of Tivoli Planning Board  
Village of Tivoli Zoning Board of Appeals  
Dutchess County Department of Planning and Development  
Dutchess County Water and Wastewater Authority  
Dutchess County Health Department  
Dutchess County Legislature  
New York State Environmental Facilities Corporation  
New York State Office of Parks, Recreation, and Historic Preservation  
New York State Department of Environmental Conservation  
Any person who has requested a copy  
Environmental Notice Bulletin: [enb@gw.dec.state.ny.us](mailto:enb@gw.dec.state.ny.us)

VILLAGE OF TIVOLI

RESOLUTION NO. ~~41~~ 43 (23)

DATED JULY 25, 2018

**RESOLUTION TO ADOPT A SEQRA DETERMINATION OF SIGNIFICANCE  
(NEGATIVE DECLARATION)**

**WHEREAS**, the Village of Tivoli has undertaken a study of its wastewater system condition, need for improvements and the feasibility of transfer of the system to the Dutchess County Water and Wastewater Authority ("DCWWA"), and has received and reviewed the Wastewater Facility Evaluation dated April 2017 prepared by T&B Engineering, P.C. and a feasibility study prepared by DCWWA (collectively the "Facility Studies"); and

**WHEREAS**, the Board of Trustees of the Village of Tivoli has indicated its intent to transfer ownership, and responsibility for management and operation of its wastewater system to the DCWWA, subject to completion of a transfer agreement and review under SEQRA; and

**WHEREAS**, on June 20, 2018, the Village Board of Trustees reviewed a draft Full Environmental Assessment Form and Coastal Assessment Form and classified the action as a Type I action under the State Environmental Quality Review Act ("SEQRA"), declared itself lead agency and referred the action to the Village Planning Board pursuant to Section 225-13 of the Village Code; and

**WHEREAS**, the Village Board has reviewed the Environmental Assessment Form dated June 20, 2018, the CAF dated June 20, 2018, and information obtained through its own knowledge, its consultants and other agencies and has sufficient information on which to base a determination of significance; and

**WHEREAS**, at its meeting held on June 25, 2018, the Planning Board determined that the proposed action is consistent with the Village's Local Waterfront Revitalization Program and concluded that a negative declaration is warranted; and

**WHEREAS**, the Village Board has reviewed the proposed action and its consistency with the Village's Local Waterfront Revitalization Program, and has reviewed the Planning Board's finding of consistency; and

**WHEREAS**, the Village Board has reviewed a Part 2 and 3 EAF on file with the Village Clerk and a draft Notice of Determination of Non-Significance (Negative Declaration) setting forth reasons supporting a determination that the proposed action will not have a significant adverse impact on the environment; and

**WHEREAS**, the Village Board of Trustees has considered the criteria contained in 6 NYCRR 617.7 and thoroughly analyzed all identified relevant areas of environmental concern;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of the Village of Tivoli as follows:

1. The Village Board of Trustees hereby adopts the attached Notice of Negative Declaration, finding that proposed action described therein including improvements of the Wastewater System and transfer to the DCWWA will not result in any significant adverse environmental impacts and that a Draft Environmental Impact Statement will not be prepared.
2. The Mayor is hereby authorized and directed to sign Part 3 of the Full Environmental Assessment Form.
3. The Village Clerk is hereby authorized and directed to provide copies of the attached Notice of Determination of Non-Significance to the Mayor and all involved and interested agencies, and to any party that has requested a copy, and to provide a notice of the same for publication in the Environmental Notice Bulletin.

EXTRACT OF MINUTES

A special meeting of the Village Board of the Village of Tivoli, Dutchess County, New York was convened in public session at the Village Hall, 86 Broadway, Tivoli, New York 12583 on July \_\_, 2018 at \_\_:00 p.m., local time.

The meeting was called to order by Mayor Griffith, and, upon roll being called, the following members were:

PRESENT:

Joel Griffith	Mayor
Emily Majer	Deputy Mayor
Susan Ezrati	Trustee
Christopher Murphy	Trustee
Jeanann Schneider	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by Trustee Schneider, seconded by Trustee Ezrati, to wit;

RESOLUTION NO. 43  
DATED JULY 25, 2018

RESOLUTION TO ADOPT A SEQRA DETERMINATION OF SIGNIFICANCE  
(NEGATIVE DECLARATION)

The question of the adoption of the foregoing resolution was duly put to vote on a roll call, which resulted as follows:

Joel Griffith	Voting <u>✓</u>
Emily Majer	Voting <u>✓</u>
Susan Ezrati	Voting <u>✓</u>
Christopher Murphy	Voting <u>✓</u>
Jeanann Schneider	Voting <u>✓</u>

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

(1) She is the duly qualified and acting Clerk of the Village of Tivoli, Dutchess County, New York (hereinafter called the "Village ") and the custodian of the records of the Village, including the minutes of the proceedings of the Village Board of Trustees, and is duly authorized to execute this certificate.

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the 25 day of July, 2018 and entitled:

RESOLUTION NO. 43  
DATED JULY 25, 2018

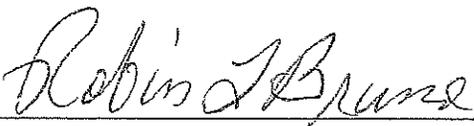
RESOLUTION TO ADOPT A SEQRA DETERMINATION OF SIGNIFICANCE  
(NEGATIVE DECLARATION)

(3) Said meeting was duly convened and held and said resolution was duly adopted in all respects in accordance with law and the regulations of the Village. To the extent required by law or said regulations, due and proper notice of said meeting was given. A legal quorum of members of the Board was present throughout said meeting, and a legally sufficient number of members voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, said regulations or otherwise incident to said meeting and the adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

(4) The seal appearing below constitutes the official seal of the Village and was duly affixed by the undersigned at the time this certificate was signed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 25 day of July, 2018.

-SEAL-

  
Robin Bruno  
Village Clerk

617.7

State Environmental Quality Review (SEQR)

Negative Declaration

Notice of Determination of Non-Significance

Date of Adoption: July 25, 2018

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Village of Tivoli Board of Trustees, as Lead Agency, has determined that the proposed action described below will not have a significant adverse impact on the environment and that a Draft Environmental Impact Statement will not be prepared.

Name of Action: Tivoli Wastewater System Project

SEQR Status: Type I   
Unlisted

Conditioned Negative Declaration:  YES  
 NO

Description of Action: The project consists of various improvements to the Village wastewater system necessary to meet current Department of Environmental Conservation standards for wastewater treatment within the Village and the transfer of the Village wastewater system to the Dutchess County Water and Wastewater Authority. The action will include design, permitting, financing, and constructing improvements including collection system improvements, pump station improvements, treatment plant upgrades, control system improvements, and health and safety improvements. The action would include transfer of wastewater system components and real property to the Dutchess County Water and Wastewater Authority including the creation of a Part County Sewer District and related permitting, financing, and system operations and maintenance.

Location: Village of Tivoli, Dutchess County, New York

Reasons Supporting This Determination:

1. The Village Board has given due consideration to the subject action as defined in 6 NYCRR 617.2(b) and 617.3(g).
2. After reviewing the Environmental Assessment Form (EAF) for the project, the Village Board has concluded that environmental effects of the proposed project will not exceed any of the Criteria for Determining Significance found in 6 NYCRR 617.7(c).
3. The proposed action consists of various improvements to the existing municipal wastewater system necessary to meet current Department of Environmental Conservation (DEC) standards for wastewater treatment within the Village. The action also includes the transfer of the wastewater system, including related infrastructure, equipment, and interests in

easements and real property held by the Village and used for the operation of the wastewater system, to the Dutchess County Water and Wastewater Authority (DCWWA), a public authority.

4. The proposed improvements consist of repair and replacement, in kind, on the same site, of various components of the existing wastewater system, which have aged significantly and will need future capital investments to keep the sewer system operating as intended. No expansion of the existing wastewater system, no new operational or capital projects, and no change in outfall are proposed. All areas of the project site have been previously disturbed during installation of the existing wastewater system and no new areas of land, surface waters, or floodplains will be disturbed. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on land, surface waters, or floodplains.
5. The Village of Tivoli is included within New York State's Mid-Hudson Historic Shorelands Scenic District and the Estates District Scenic Area of Statewide Significance (SASS). Within the Village's boundaries, the Local Waterfront Revitalization Program (LWRP) identifies four scenic highways of local significance (Montgomery Street, Woods Road, Broadway, and Route 9G), and Woods Road is also a Scenic Highway designated under Article 49 of the New York State Environmental Conservation Law. No expansion of the existing wastewater system and no new operational or capital projects are proposed. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on aesthetic resources.
6. The Village of Tivoli is located within the Hudson River National Historic Landmark District, which is listed on the National Register of Historic Places. The Village contains one site, the Watts De Peyster Fireman's Hall, which is individually listed on the National Register of Historic Places. The Village is also located in an area that has been identified as sensitive for prehistoric activity by the New York State Office of Parks, Recreation and Historic Preservation (NYS OPRHP). The proposed improvements consist of repair and replacement, in kind, on the same site, of various components of the existing wastewater system. No expansion of the existing wastewater system and no new operational or capital projects are proposed. No significant adverse environmental impact will occur to the National Historic Landmark District or to the individually listed National Register site as a result of the repair and replacement of the existing wastewater system. The entire project area has been previously disturbed during installation of the existing wastewater system, and therefore the proposed action will have no impact on archaeological resources. Based on the foregoing, the Village Board concludes that the proposed action will not result in a significant adverse environmental impact on historic and archaeological resources.
7. The transfer of the wastewater system to another public owner will have no environmental impact.
8. The Village Board has concluded that there are no significant adverse environmental impacts associated with the proposed action.

**For Further Information:**

Contact Person: Robin Bruno, Village Clerk  
Address: 1 Tivoli Commons  
PO Box 397  
Tivoli, NY 12583  
Telephone: 845-757-2021

**A Copy of this Notice Filed With:**

Village of Tivoli Board of Trustees (lead agency)

Joel Griffith, Village Mayor

Dutchess County Department of Planning and Development

Dutchess County Water and Wastewater Authority

Dutchess County Health Department

Dutchess County Legislature

New York State Environmental Facilities Corporation

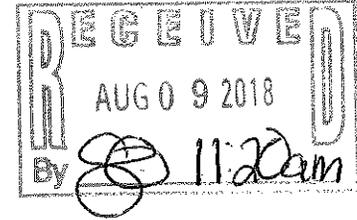
New York State Department of Environmental Conservation

New York State Office of Parks, Recreation, and Historic Preservation

Any person who has requested a copy

Environmental Notice Bulletin: [enb@gw.dec.state.ny.us](mailto:enb@gw.dec.state.ny.us)

List of Certified 2018 State Equalization Rates



Ms. Carolyn Morris , Clerk  
 Dutchess County Legislature  
 County Office Building  
 22 Market Street  
 Poughkeepsie, NY 12601

Subpart 186-2.18(F) of Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York specifies that a certified statement setting forth the final State equalization rate for each municipality shall be filed with the clerk of the legislative body of the county.

Listed below are final State equalization rates for the 2018 assessment rolls which have been established to date for the municipalities in your county. If a final equalization rate for a municipality has been certified to you and subsequently rescinded this is also noted.

Municipal Code	Municipal Name	State Equalization Rate	Date Established	County Full Valuation of Taxable Real Property
130000	County of Dutchess	94.61	3/03/2018	32,552,639,982
131300	City of Poughkeepsie	100.00	7/19/2018	
132000	Town of Amenia	100.00	7/19/2018	
132200	Town of Beekman	100.00	7/19/2018	
132400	Town of Clinton	100.00	7/19/2018	
132600	Town of Dover	53.00	7/19/2018	
133200	Town of Hyde Park	57.00	7/19/2018	
133600	Town of Milan	100.00	7/19/2018	
133800	Town of Northeast	100.00	7/19/2018	
134000	Town of Pawling	49.00	7/19/2018	
134200	Town of Pine Plains	100.00	7/19/2018	
134400	Town of Pleasant Valley	100.00	7/19/2018	
134600	Town of Poughkeepsie	100.00	7/19/2018	
134800	Town of Red Hook	100.00	7/19/2018	
135000	Town of Rhinebeck	92.00	7/19/2018	
135200	Town of Stanford	100.00	7/19/2018	
135800	Town of Washington	100.00	7/19/2018	
139901	Dutchess County C.A.P. #1	100.00	7/24/2018	
139902	Dutchess County C.A.P. #2	100.00	7/24/2018	

List of Certified 2018 State Equalization Rates

Municipal Code	Municipal Name	State Equalization Rate	Date Established	County Full Valuation of Taxable Real Property
139903	Dutchess County C.A.P. #3	100.00	7/19/2018	

\* The final State equalization rate has been rescinded, the revised State equalization rate is shown.

Villages that have adopted the provisions of Section 1402-3 of the Real Property Tax Law and have ceased to be assessing units are not listed on this report. Section 1202 of the Real Property Tax Law specifies that the State equalization rate established by the State Office for the town or county assessment roll shall be deemed to be the State equalization rate established for these villages.

I hereby certify that the State Office of Real Property Tax Services has established the State equalization rates for the 2018 assessment roll shown on this document for the above municipalities.



Brian F. Moon  
Real Property Analyst 2

Mr. Eric Axelsen, County Director  
Dutchess County RPTS  
RPTS Office  
22 Market Street  
Poughkeepsie, NY 12601

List of Certified 2018 State Equalization Rates

Ms. Carolyn Morris , Clerk  
Dutchess County Legislature  
County Office Building  
22 Market Street  
Poughkeepsie, NY 12601

Subpart 186-11 of Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York specifies that a certified statement setting forth the final class equalization rates for each special assessing unit, and for each approved assessing unit which has adopted the Homestead provisions of Article 19 of the Real Property Tax Law, shall be filed with the clerk of the legislative body of the county.

Listed below are final class equalization rates for the 2018 assessment rolls which have been established to date for the municipalities in your county. Where a final class rate has been certified to you and subsequently rescinded this is also noted.

Approved Assessing Unit:	SWIS Code	Date Established
City of Poughkeepsie	131300	7/19/2018
Portions:	Homestead	NonHomestead
City of Poughkeepsie	100.00	100.00
Poughkeepsie School District	100.00	100.00

Approved Assessing Unit:	SWIS Code	Date Established
Town of Poughkeepsie	134600	7/19/2018
Portions:	Homestead	NonHomestead
Town of Poughkeepsie	100.00	100.00
Village of Wappingers Falls	100.00	100.00
Poughkeepsie TOV	100.00	100.00
Arlington School District	100.00	100.00
Spackenkill School District	100.00	100.00
Wappingers School District	100.00	100.00
Special District: CONSOLIDATED LIGHT DISTRI	100.00	100.00

Approved Assessing Unit:	SWIS Code	Date Established
Town of Fishkill	133000	7/24/2018
Portions:	Homestead	NonHomestead
Town of Fishkill	100.00	100.00

List of Certified 2018 State Equalization Rates

Approved Assessing Unit:	SWIS Code	Date Established
Town of Fishkill	133001	7/24/2018
Portions:	Homestead	NonHomestead
Village of Fishkill	100.00	100.00
Fishkill TOV	100.00	100.00
Town of Wappinger	100.00	100.00
Wappinger TOV	100.00	100.00
Wappinger TOV	100.00	100.00
Beacon School District	100.00	100.00
Arlington School District	100.00	100.00
Wappingers School District	100.00	100.00

Approved Assessing Unit:	SWIS Code	Date Established
Town of Beacon	130200	7/24/2018
Portions:	Homestead	NonHomestead
City of Beacon	100.00	100.00
Beacon School District	100.00	100.00

I hereby certify that the State Office of Real Property Tax Services has established the class equalization rates for the 2018 assessment roll shown on this document for the above municipalities.



Brian F. Moon  
Real Property Analyst 2

Mr. Eric Axelsen, County Director  
Dutchess County RPTS  
RPTS Office  
22 Market Street  
Poughkeepsie, NY 12601

The foregoing Resolution No 2018216 was pulled at the August 9, 2018, Budget, Finance, and Personnel Committee and considered at the September 12, 2018, board meeting.

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

AYES: 23 Pulver, Roman, Sagliano, Black, Munn, Llaverias, Borchert, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Bolner, Incoronato, Zernike, Miccio, Page, Horton, Garito, Thomes, Houston

NAYS: 0

ABSENT: 2 Amparo, Surman

Resolution adopted.

RESOLUTION NO. 2018226

RE: AUTHORIZING AMENDMENT OF FUNDING UNDER THE  
WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)  
AUTHORIZING AMENDMENT OF FUNDING UNDER THE  
TRADE ADJUSTMENT ACT

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

WHEREAS, the United States Congress enacted the WIOA 2014 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 United States Congress enacted the 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 2018 Title 1B WIOA ADMIN, ADULT, & DISLOCATED WORKER funding for the period of July 1, 2018 through June 30, 2020;
- PY 2018 Title 1B WIOA YOUTH funding for the period of April 1, 2017 through June 30, 2019,

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

APPROPRIATIONS Increase

**2018**

CD6292.2018.4844	T-1B-WIOA Admin	\$ 73,188
CD6292.2018.4841	T-1B WIOA Adult	\$ 74,204
CD6292.2018.4842	T-1B WIOA Dislocated Worker	\$ 99,885
CD.6292.2018.4843	T-1B-WIOA Youth	\$484,601
		<u>\$731,878</u>

REVENUES Increase

2018

CD6292.2018.47910.44	T-1B WIOA Admin	\$ 73,188
CD 6292.2018.47910.41	T-1B WIOA Adult	\$ 74,204
CD6292.2018.47910.42	T-1B WIOA Dislocated Worker	\$ 99,885
CD 6292.2018.47910.43	T-1B-WIOA Youth	\$484,601
		<u>\$731,878</u>

CA-158-18

G-1263

08/8/18

Fiscal Impact: Attached

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 9/12/2018

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 731,878

Total Current Year Revenue \$ 731,878  
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, Executive Director

Prepared On: 8/6/18

**NYS Department of Labor  
Division of Employment & Workforce Solutions**

**NOTICE OF OBLIGATIONAL AUTHORITY (NOA)**

Authorizing Program Year 2018 Workforce Innovation & Opportunity Act (WIOA)  
Title 1-B Funding  
Adult Program and Dislocated Worker Program funding are authorized for the period 07/01/2018  
through 06/30/2020.  
Youth Program funding is authorized for the period 04/01/2018 through 06/30/2020.

Program:	WIOA Program Year 2018
NOA Number:	PY18-2
Grantor:	Governor of New York through the NYS Department of Labor
FAIN:	AA321301855A36

**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	\$74,203.56	\$74,203.56
Dislocated Worker	17.278	\$0.00	\$99,884.83	\$99,884.83
Youth	17.259	\$484,600.94	\$0.00	\$484,600.94
Administration	All Programs	\$53,844.55	\$19,343.15	\$73,187.70

**NYSDOL Contact Information**

Representative Name:	Nancy Bell
Phone Number:	(518) 457-0239

Approval Signature: \_\_\_\_\_

*Karen A. Coleman*

8/3/2018

Karen A. Coleman  
Deputy Commissioner for Workforce Development  
NYS Department of Labor

Karen A. Coleman  
Deputy Commissioner for Workforce Development

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

June 29, 2018

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

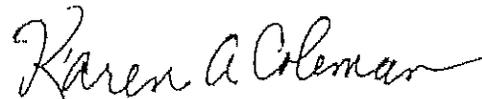
Dear Mr. Molinaro:

The initial allocation of Program Year 2018 (PY18) funding under the Workforce Innovation and Opportunity Act's (WIOA) Title I-B Youth Program is available for use for the period April 1, 2018 through June 30, 2020 for Local Workforce Development Area (LWDA) – Dutchess County.

Attached are the following two documents:

1. Attachment #1 - The Notice of Obligational Authority (NOA) No. PY18-1 allocating WIOA Youth funds to your local area.
2. Attachment #2 - The United States Department of Labor's Notice of Award which includes the Federal Award Terms applicable to both NYS Department of Labor (as the pass-through entity) and your local area (as the subrecipient).

Sincerely,



Karen A. Coleman  
Deputy Commissioner for Workforce Development

Attachment(s)

cc: Mr. John Forte  
Ms. Louise McLoughlin  
Ms. Nancy Bell  
Mr. Alfonso Rubio-Aragon  
Mr. Joseph Hamm

**United States Department of Labor**  
**Notice of Award to include Federal Terms of Award**  
Dated June 25, 2018

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT AND TRAINING  
ADMINISTRATION (DOL/ETA)

NOTICE OF  
AWARD (NOA)

Under the authority of the *Workforce Innovation and Opportunity Act, P.L. 113-28*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - *WIOA FORMULA PROGRAM ALLOTMENTS (PY) 2018*.

Name & Address of Awardee:  
NEW YORK STATE DEPARTMENT OF LABOR  
STATE OFFICE BUILDING CAMPUS, BUILDING 12, ROOM  
516  
ALBANY, NEW YORK 12240-0001

Federal Award Id. No. (FAIN): AA-32130-18-55-A-36  
CFDA #: 17.259- WIA/WIOA Youth Activities  
Amount: \$50,223,205.00  
EIN: 146013200  
DUNS #: 806780607

Accounting Code: 1630-2018-0501741819BD201801740005185YF000A0000AOWI00AOWI00-A90200-410023-ETA-DEFAULT TASK-

Payment Management System DOC#: AA32130F30

The Period of Performance shall be from April 01, 2018 thru June 30, 2021.  
Total Government's Financial Obligation is \$50,223,205.00 (unless otherwise amended).

Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

In accordance with Training and Employment Guidance Letter No. 16-17, this Notice of Award transmits the Program Year 2018 allotments for the WIOA Title I Youth program.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements:

2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule  
2 CFR Part 2900; DOL Exceptions to 2 CFR Part 200;

Other Requirements (Included within this NOA):

Condition(s) of Award (if applicable)  
Federal Award Terms, including attachments

Contact Information

The Federal Project Officer (FPO) assigned to this grant is Richard Chavez. Richard Chavez will serve as your first line point of contact and can be contacted via e-mail - [chavez.richard@dol.gov](mailto:chavez.richard@dol.gov). If your FPO is not available, please call your Regional Office at 617-788-0170 for assistance.

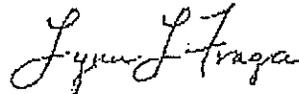
The awardee's signature below certifies full compliance with all terms and conditions as well as all applicable Statutes(s), grant regulations, guidance, and certifications.

Signature of Approving Official - AWARDEE

Signature of Approving Official - DOL / ETA

See SF-424 for Signature

No Additional Signature Required



Lynn Fraga, June 25, 2018  
Grant Officer

# Federal Award Terms

## Workforce Innovation and Opportunity Act (WIOA) Programs Adult / Dislocated Worker / Youth -- PY 2018/FY 2019

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<i>Attachment A:</i>	

## 1. Order of Precedence

In the event of any inconsistency between the terms and conditions of this Notice of Award and other requirements, the following order of precedence shall apply:

- I. Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2018, as transmitted via Training and Employment Guidance Letter (TEGL) No. 16-17.
- II. other applicable Federal statutes;
- III. Consolidated Appropriations Act 2018 (P.L. 115-141)
- IV. Implementing Regulations;
- V. Executive Orders;
- VI. OMB Circulars, including the Uniform Guidance at 2 CFR 200 and 2900;
- VII. DOL-ETA Directives; and
- VIII. the terms and conditions of this award.

## 2. Notice of Award

The formula funds that are provided under this Notice of Award must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act (WIOA); the applicable approved State WIOA plan (including approved modifications/amendments to the plan, any waiver plan approved under WIOA Sec. 189(i)(3,) or any Workforce Flexibility (Workflex) plan approved under WIOA Sec. 190); the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116; and the applicable provisions in the appropriations act.

The funds shall be obligated and allocated via a Notice of Award (NOA) grant modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

## 3. Return of Funds

Effective October 1, 2017, the U.S. Department of Labor, Employment & Training Administration will no longer be accepting paper checks for any type of returned funds. All return of funds are to be submitted electronically through the Payment Management System (PMS) operated by the U.S. Department of Health and Human Resources via the same method as a drawdown.

If there are questions regarding the return of funds or your organization no longer has access to PMS, contact the U.S. Department of Labor/ETA Office of Financial Administration via email at: [ETA-ARteam@dol.gov](mailto:ETA-ARteam@dol.gov) for further assistance.

## 4. Evaluation, Data, and Implementation

As the award recipient, your organization must cooperate during the implementation of a third-party evaluation. This means providing DOL or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

## 5. Federal Project Officer

The DOL/ETA Federal Project Officer (FPO) for this award is:

Name: Richard Chavez  
Telephone: (617) 788-0133  
Email: [Chavez.Richard@dol.gov](mailto:Chavez.Richard@dol.gov)

The FPO is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification process.

## 6. Resources and Information

Additional resources and information to assist you are located on the ETA website at <https://www.doleta.gov/grants/resources.cfm> and on the Grants Application and Management collection page located on WorkforceGPS.org at <https://grantsapplicationandmanagement.workforcegps.org/>. These sites contains information about the Uniform Guidance, grant terms and conditions, financial reporting, indirect costs, recipient training resources, and other relevant information.

## 7. Cost Limitation Restrictions

### a. Administrative Costs

Under the Workforce Innovation and Opportunity Act, administrative costs are defined and discussed in 20 CFR 683.215. States receiving WIOA formula funds are limited to spending no more than 5 percent of their annual allotment on administrative costs. Local areas are limited to spending no more than 10 percent of their annual allocation on administrative costs. Flexibility is provided to states and local areas in the statute by allowing administrative funds from the three formula funding streams awarded under subtitle B to be pooled and used together for administrative costs for any of the three programs, at the State and locals' discretion.

### b. Consultants

For the purposes of this award, the ETA Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$710 per day (representing an eight hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

### c. Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation,

regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

d. Travel – Foreign

Funds that are awarded and authorized to carry out an activity under WIOA subtitle B cannot be used for foreign travel.

e. Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.474(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. The 2018 mileage reimbursement rates are:

Modes of Transportation	Effective/Applicability Date	Rate per mile
Privately owned automobile	January 1, 2018	\$0.545
Privately owned motorcycle	January 1, 2018	\$0.515

Mileage rates must be checked annually at [www.gsa.gov/mileage](http://www.gsa.gov/mileage) to ensure compliance.

f. WIOA Infrastructure

WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (REXO) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.

With the exception of Native American programs established under WIOA sec. 166, all One-Stop partner programs including all programs that are funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEG 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

## 8. Administrative Requirements

### a. Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this grant. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the organization is in compliance with the Assurances and Certifications form SF-424B (available at <http://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>). You do not need to submit the SF-424B form separately.

### b. Audits

Organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. DOL awards recipients including for-profit and foreign entities that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200.

### c. Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the ETA. As the award recipient, your organization will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin once the grant ends. The information concerning the recipient's responsibilities at closeout may be found at 2 CFR 200.343. During the closeout process, the grantee must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the documentation that is required is a Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan issued by the grantee's Federal cognizant agency. Documentation for those approved to utilize a de minimis rate for indirect costs is demonstrated through the grant agreement. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the grant period (2 CFR 2900.15).

### d. Creative Commons Attributions License

As required at 2 CFR 2900.13, any intellectual property developed under a competitive award process must be licensed under a Creative Commons Attribution 4.0 (CC BY) license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. The Instructions for marking your work with CC BY can be found at [http://wiki.creativecommons.org/Marking\\_your\\_work\\_with\\_a\\_CC\\_license](http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license).

e. Equipment

The requirement that grant recipients obtain prior approval from the Federal Grantor agency for all purchases of equipment (as described in 2 CFR 200.439) is waived in accordance with 2 CFR 200.308(c)(4) and 20 CFR Part 683.200, and approval authority is delegated to the Governor for programs funded under sec. 127 or sec. 132 of WIOA or under the Wagner-Peyser Act. Notwithstanding this waiver, the Grantor reserves the right to reimpose the requirement of prior approval by the Grantor, after providing advance notice to the State (Grantee).

f. Federal Funding Accountability and Transparency Act (FFATA)

1. Reporting of first-tier subawards.

- I. *Applicability.* Unless your organization is exempt as provided in paragraph [4.] of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph [5.] of this award term).
- II. *Where and when to report.*
  - I. You must report each obligating action described in paragraph [1.i.] of this award term to <https://www.fsrs.gov>.
  - II. For subaward information, you must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- III. *What to report.* You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- I. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - I. the total Federal funding authorized to date under this award is \$25,000 or more;
  - II. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- III. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)



- V. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- b. *Executive* means officers, managing partners, or any other employees in management positions.
- c. *Subaward*:
  - I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - II. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330]).
  - III. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. *Subrecipient* means an entity that:
  - I. Receives a subaward from you (the recipient) under this award; and
  - II. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - I. *Salary and bonus.*
  - II. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - III. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
  - V. *Above-market earnings on deferred compensation which is not tax-qualified.*
  - VI. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

g. **Intellectual Property Rights**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay

costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."

#### h. Pay for Performance Contract Strategies

Pay for Performance (PFP) contract strategies seek to maximize the likelihood that the Federal government pays only for services that are demonstrably effective, and secures performance results at a lower cost. The Workforce Innovation and Opportunity Act (WIOA) has authorized PFP as a discretionary activity in WIOA Title I Adult, Dislocated Worker, and Youth programs:

WIOA, Public Law No. 113-128, enacted July 22, 2015, available at <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>, Sections 3(47); 116(d)(2)(K), which references 116(b)(2)(A); 116(d)(6)(D); 116(h); 128(b); 133(b); 129(c)(2); 134(a)(3)(A)(xiv), which references 134(d)(1)(A)(iii); 134(c)(3) and 134(c)(3)(G)(ii)(vi) specifically; and 189(g)(2)(D)

A state may request no more than 10 percent of the total local adult and dislocated worker allocations be reserved and used on the implementation of WIOA PFP contract strategies for adult training services described in sec. 134(c)(3) of WIOA. No more than 10 percent of the local youth allocation can be reserved and used on the implementation of WIOA PFP contract strategies for youth training services and other activities described in sec. 129(c)(2) of WIOA.

Section 189(g)(2)(D) of WIOA authorizes funds used for WIOA PFP contract strategies are available until expended.

A forthcoming Training and Employment Guidance Letter (TEGL) will provide information and procedural requirements on the implementation of PFP Contract Strategies using the WIOA formula funding streams. After the PFP TEGL is published, this grant will be modified to incorporate the PFP Federal Award Terms, which would become effective when a state has received approval of a grant modification request to implement PFP.

i. Personally Identifiable Information

Award recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

j. Pre-Award

All costs incurred by the award recipient prior to the start date specified in the award issued by the Department are *incurred at the recipient's own expense*.

k. Procurement

The Uniform Guidance (2 CFR 200.317) require States (as defined at 2 CFR 200.90) to follow the same procurement policies and procedures it uses for non-Federal funds. The state will comply with 200.322 Procurement of recovered *materials* and ensure that every purchase orders or other contract includes any clauses required by section 200.326 Contract provisions. Award recipients must also follow the requirements regarding the competitive award of One-Stop Operators in the Workforce Innovation and Opportunity Act at WIOA Sec. 121(d) and sec. 123.

l. Program Income

The "addition" method, as described in 2 CFR 200.307, must be used in allocating any program income generated for this grant award. Award recipients must expend all program income prior to drawing down additional funds as required at 2 CFR 200.305(b) (5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to the ETA. In addition, recipients must report program income on the quarterly financial report using ETA-9130 form.

YouthBuild program, please refer to 20 CFR 688.590 for guidance on program income.

m. Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

n. Recipient Integrity and Performance Matters

1. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings about which you must report. Submit the information required about each proceeding that:
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from either the Federal Government;
  - b. Reached its final disposition during the most recent 5-year period; and
  - c. Is one of the following:
    - I. A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term
    - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - III. An administrative proceeding, as defined in paragraph 5. of this award term, that resulted in a finding of fault and liability and your payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
    - IV. Any other criminal, civil, or administrative proceeding if:
      - (A) It could have led to an outcome described in paragraph 2.c.I, II, or III of this award term;
      - (B) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
      - (C) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting procedures. Enter in SAM Entity Management area (formerly CCR), or any successor system, the FAPIS information that SAM requires about each proceeding described in paragraph 2. of this award term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM (formerly CCR) because you were required to do so under Federal procurement contracts that you were awarded.
4. Reporting frequency. During any period of time when you are subject to the requirement in paragraph 1. of this award term, you must report FAPIS information through SAM no less frequently than semiannually following your initial report of any proceedings for the most

recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.

5. Definitions. For purposes of this award term:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes --
  - I. Only the Federal share of the funding under any award with a recipient cost share or match; and
  - II. The value of all options, even if not yet exercised.

o. Reports

All ETA recipients are required to submit quarterly financial and narrative progress reports for each grant award.

- A. **Quarterly Financial Reports.** All ETA recipients are required to report quarterly financial data on the ETA-9130 Form. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 90 calendar days after the grant period of performance ends. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference Training and Employment Guidance Letter (TEGL) 02-16 and [https://www.doleta.gov/grants/pdf/ETA-9130\\_Financial\\_Reporting\\_Resources.pdf](https://www.doleta.gov/grants/pdf/ETA-9130_Financial_Reporting_Resources.pdf)

The instructions for accessing both the on-line financial reporting system and the HHS Payment Management System can be found in the transmittal memo accompanying this Notice of Award.

- B. **Requirements for Conference and Conference Space**  
Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

p. Subawards

A *subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient comply with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

q. Supportive Services & Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or FOA, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the grant.

r. System for Award Management

**1. Requirement for System of Award Management (SAM)**

Unless you are exempt from this requirement under 2 CFR 25.110, you as the award recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

**2. Requirement for unique entity identifier**

If you are authorized to make subawards under this award, you:

- i. Must notify potential subrecipients that no entity (*see* definition in paragraph [3] of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
- ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

**3. Definitions**

For purposes of this award term:

- i. *System of Award Management (SAM)* is the Federal repository where award recipients register to do business with the U.S. government. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
- ii. *Unique entity identifier* means the code that is unique to a registered entity in order to complete its registration on SAM.
- iii. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;

- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

*iv. Subaward:*

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

*v. Subrecipient means an entity that:*

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

**s. Vendor/Contractor**

The term "contractor", sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program. (2 CFR 200.23) These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.330. When procuring contractors for goods and services, DOL ETA recipients and subrecipients must follow the procurement requirements 2 CFR 200.319, which calls for free and open competition.

## **9. Program Requirements**

The Training and Employment Guidance Letter (TEGL) No. 16-17 outlines the program requirements for this award.

## **10. Fiscal Year 2018 Federal Appropriations Requirements**

Consolidated Appropriations Act, 2018, (P.L. 115-141)

**a. Buy American Notice**

Pursuant to P.L. 115-141, Division E, Title VI, Section 606 and 607, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These exceptions do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably

available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is less than the micro-purchase threshold (currently \$3,500). In order to claim an exception under options 1 or 2, the recipient must get prior approval from the Grant Officer. Prior approval is not needed for purchases under the micro-purchase threshold.

b. Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 115-141, Division H, Title I, Section 109, additional language will be applied to the Fair Labor Standards Act of 1938 in the "Maximum Hours Worked" section. This language specifically relates to occurrences of a major disaster (as designated by the State or Federal government) and are applied for a period of two years afterwards. The language is as follows:

"(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—

"(A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;

"(B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and "(C) whose duties include any of the following:

"(i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians; "(ii) inspecting property damage or reviewing factual information to prepare damage estimates;

"(iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;

"(iv) negotiating settlements; or

"(v) making recommendations regarding litigation.

"(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1).

"(3) For purposes of this subsection—

"(A) the term 'major disaster' means any disaster or catastrophe declared or designated by any State or Federal agency or department;

"(B) the term 'employee employed to adjust or evaluate claims resulting from or relating to such major disaster' means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

"(C) the term 'affiliate' means a company that, by reason of ownership or control of 25 percent or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company."

c. Health Benefits Coverage for Contraceptives

Pursuant to P.L. 115-141, Division E, Title VII, Section 726, Federal funds may not be used to enter into or renew a contract which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

d. Privacy Act

Pursuant to P.L. 115-141, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or regulations implementing of the Privacy Act.

e. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to P.L. 115-141, Division E, Title VII, Section 746, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

f. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to P.L. 115-141, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

g. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to P.L. 115-141, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>.

**h. Prohibition on Providing Federal Funds to ACORN**

Pursuant to P.L. 115-141, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

**i. Reporting of Waste, Fraud and Abuse**

Pursuant to P.L. 115-141, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

**j. Requirement for Blocking Pornography**

Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

**k. Requirement to Provide Certain Information in Public Communications**

- Pursuant to P.L. 115-141, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:
1. The percentage of the total costs of the program or project which will be financed with Federal money;
  2. The dollar amount of Federal funds for the project or program; and
  3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

**l. Restriction on Health Benefits Coverage for Abortions**

Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

m. Restriction on Lobbying/Advocacy

Pursuant to P.L. 115-141, Division H, Title V, Section 503, no federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities related to the enactment of federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

n. Restriction on the Promotion of Drug Legalization

Pursuant to P.L. 115-141, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

o. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to P.L. 115-141, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

p. Salary and Bonus Limitations

Pursuant to P.L. 115-141, Division H, Title I, Section 105 Recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262)

## 11. Public Policy

a. Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these

requirements.

b. Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

c. Executive Orders

**12928:** Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

**13043:** Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**13166:** As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

**13513:** Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

d. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private

applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

e. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

f. Prohibition on Trafficking in Persons

1. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are

provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.

*c. Provisions applicable to any recipient.*

I. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

II. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to us under this award.

III. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions.* For purposes of this award term:

I. "Employee" means either:

(A). An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(B). Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

III. "Private entity":

(A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(B). Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

IV. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

*g. Veterans' Priority Provisions*

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet

the program's eligibility requirements. Recipients must comply with the DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).

## 12. Attachments

Attachment A:

**Attachment A: SF-424**

**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s) <input type="text"/>
		* Other (Specify) <input type="text"/>

* 3. Date Received: 06/08/2018	4. Applicant Identifier <input type="text"/>
-----------------------------------	---

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
--	--

8. APPLICANT INFORMATION:

* a. Legal Name: New York State Department of Labor	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 14-6013200	* c. Organizational DUNS: 8067806070000

d. Address:

* Street1: New York State Department of Labor
Street2: State Office Building Campus, Building 12, Room 516
* City: Albany
County/Parish: Albany
* State: NY: New York
Province: <input type="text"/>
* Country: USA: UNITED STATES
* Zip / Postal Code: 12240-0001

e. Organizational Unit:

Department Name: NYS Department of Labor	Division Name: D, E, W, S
---	------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.	* First Name: Karen
Middle Name: A	
* Last Name: Coleman	
Suffix: <input type="text"/>	
Title: Deputy Commissioner of Workforce Development	
Organizational Affiliation: <input type="text"/>	

* Telephone Number: 518-457-4317	Fax Number: 518-485-6297
* Email: karen.coleman@labor.ny.gov	

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

A: State Government

**Type of Applicant 2: Select Applicant Type**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (Specify):**

**\* 10. Name of Federal Agency:**

Employment and Training Administration

**11. Catalog of Federal Domestic Assistance Number:**

17.259

**CFDA Title:**

WIOA Youth Activities

**\* 12. Funding Opportunity Number:**

ETA-TEGL-PY-YOUTH-2018

**\* Title:**

Program Year 2018 Allotment for the WIOA Youth Program

**13. Competition Identification Number:**

ETA-TEGL-PY-YOUTH-2018

**Title:**

Program Year 2018 Allotment for the WIOA Youth Program

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

PY 2018 WIOA Allotment for Youth Activities

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="50,223,205.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="50,223,205.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

KAREN A. COLEMAN  
Deputy Commissioner for Workforce Development

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

August 3, 2018

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) PY18-2 for Local Workforce Development Area – Dutchess County.

NOA PY18-2 represents the initial allocation of funding for the Program Year 2018 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, 2018. These funds are available for use for the period July 1, 2018 - June 30, 2020.

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

Sincerely,



Karen A. Coleman  
Deputy Commissioner  
for Workforce Development

Attachment(s)

cc: Mr. John Forte  
Ms. Louise McLoughlin  
Ms. Nancy Bell  
Mr. Alfonso Rubio-Aragon  
Mr. Joseph Hamm

# *Family and Human Services Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*		
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 1 - Town of Poughkeepsie	Llaverias	<i>absent</i>	
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 17 - Town and Village of Fishkill	Miccio		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston (VC)		

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution:   
 Motion:

Total : 11    0  
                   Yes        No  
 Abstentions: 0

**2018226 AUTHORIZING AMENDMENT OF FUNDING UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ACT**

# Roll Call Sheets

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

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

**2018226 AUTHORIZING AMENDMENT OF FUNDING UNDER THE  
 WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)  
 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE  
 ADJUSTMENT ACT**

September 12, 2018

RESOLUTION NO. 2018227

RE: SETTING A PUBLIC HEARING FOR DUTCHESS COUNTY TO ENTER INTO A LEASE AGREEMENT AT THE HUDSON VALLEY REGIONAL AIRPORT FOR THE PURPOSE OF INSTALLING A SOLAR ARRAY

Legislators METZGER, ROMAN, SAGLIANO, HORTON, JOHNSON, THOMES, BOLNER, and INCORONATO offer the following and move its adoption:

WHEREAS, the County of Dutchess is considering entering into a twenty-year lease with Tesla Energy Operations, Inc. (Tesla) for Tesla to install a mounted photovoltaic array system (solar array system) on a portion of land on the site of the Hudson Valley Regional airport, located in an open field along the eastern side of Route 376, and

WHEREAS, the Legislature adopted a negative declaration of environmental significance in connection with the installation of a solar array system at the airport on August 8, 2015, and

WHEREAS, Dutchess County and Solar City Corporation previously signed a lease agreement for this project in 2015, and

WHEREAS, Solar City Corporation has been acquired by Tesla which now requires an Amended and Restated lease with the County to evince its relationship with the County; and

WHEREAS, under the terms of the proposed Amended and Restated lease, Tesla will install the solar array system at its own cost on the site which it will rent from the County in exchange for the County purchasing the electricity produced by the system each year for the twenty year term of the lease, and

WHEREAS, Central Hudson Gas and Electric Corporation has agreed to credit Dutchess County's utility bills in exchange for and based on the County placing the electricity purchased from Tesla on the energy grid, pursuant to Public Services Law §66-j and a "New York State Standardized Contract for Interconnection of New Distributed Generation Unit," with Central Hudson; and

WHEREAS, Dutchess County is expected to achieve significant savings on its utility bills if it enters into this lease; and

WHEREAS, County Law No. 6 of 2015 requires the Legislature's approval of any lease of Hudson Valley Regional Airport property for a period in excess of fifteen years, and

WHEREAS, County law No. 6 of 2015 requires that the Legislature conduct a public hearing on at least ten days notice before approving such a lease, now, therefore, be it

RESOLVED, that this Legislature shall conduct a public hearing on the 9<sup>TH</sup> day of October, 2018 at 7 pm in the Legislative Chambers, County Office Building, 22 Market Street, Poughkeepsie, New York on the proposed lease; and be it further

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

CA-159-18  
Jmf/Vac/sc/G-1602  
8/15/18  
Fiscal Impact: See attached statement

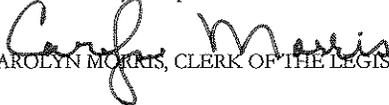
APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 9/12/2018

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

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

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

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

Identify Line Items(s):

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

Nature/Reason:

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

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

#### Additional Comments/Explanation:

The land lease agreement provides the County with \$8,200 in annual revenue. Additionally, electricity produced by this array will be credited to County utility bills reducing operating expenses.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 08/15/2018



### Amended and Restated Lease and Solar Power Purchase Agreement (Commercial NY)

This Amended and Restated Lease and Solar Power Purchase Agreement (this "Agreement") is entered into by the County of Dutchess ("Purchaser") and Tesla Energy Operations, Inc. formerly known as SolarCity Corporation ("Seller") (each a "Party" and collectively the "Parties") as of the date signed by Seller below (the "Effective Date"). This Agreement amends and restates the Solar Power Purchase Agreement (Commercial NY), dated as of January 15, 2015, between the Parties.

Purchaser:		Seller:	
Name and Address	County of Dutchess 22 Market Street Poughkeepsie, NY 12601 Attention: Robert H. Balkind, P.E., Commissioner of Public Works	Name and Address	Tesla Energy Operations, Inc. 3055 Clearview Way San Mateo, CA 94402 Attention: Energy Contracts
Phone	(845) 486-2925	Phone	(650) 638-1028
Fax		Fax	(650) 560-6460
E-mail	rbalkind@dutchessny.gov	E-mail	EnergyContracts@tesla.com
Facility Ownership	Purchaser owns the Facility		Contractor's License Numbers NY: No State License Required
Project Name	Dutchess County Airport		

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel stem described in Exhibit 2 (the "System") and installed at the Purchaser's facility described in Exhibit 2 (the "Facility").

Seller, or a Qualified Party, as defined by applicable law, at Seller's direction, shall conduct the State Environmental Quality Review (the "SEQR") Act process. Prior to the effectiveness of the Agreement, as set forth below, nothing in this Agreement shall be construed as committing the Purchaser to approve the undertaking or approval of the System until such time as all of the requirements of SEQR have been satisfied. Rather, until such time as the Purchaser and/or the Lead Agency appointed under SEQR following coordinated review complies with the requirements of SEQR, this Agreement is limited to authorizing contemporaneous environmental, engineering, economic, feasibility and other studies and preliminary planning necessary to formulate the proposal for action and to demonstrate site selection as required in connection with the New York State Energy Research and Development Authority. No final action may be taken before the Purchaser has complied with the requirements of SEQR.

This Agreement will become effective automatically upon the completion by Seller, or a Qualified Party, as defined by applicable law, of the SEQR process.

The exhibits listed below are incorporated by reference and made part of this Agreement.

Exhibit 1	Pricing Attachment
Exhibit 2	System Description, Delivery Point and Premises
Exhibit 3	Interconnection Agreement between Purchaser and Central Hudson Gas & Electric
Exhibit 4	General Terms and Conditions ( <i>Revised January 17, 2013</i> )
Exhibit 5	Additional Objectives, Terms and Conditions

**Purchaser: County of Dutchess**

**Tesla Energy Operations, Inc. f/k/a SolarCity Corporation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**Exhibit 1**  
**Pricing Attachment**

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
3. **Environmental Incentives and Environment Attributes Accrue to Seller.**
4. **Contract Price:**

<b>Contract Year</b>	<b>\$/kWh</b>
1	0.0855
2	0.0855
3	0.0855
4	0.0855
5	0.0855
6	0.0855
7	0.0855
8	0.0855
9	0.0855
10	0.0855
11	0.0855
12	0.0855
13	0.0855
14	0.0855
15	0.0855
16	0.0855
17	0.0855
18	0.0855
19	0.0855
20	0.0855

Tesla hereby waives the handling charge for manual invoicing.

5. **Condition Satisfaction Date:** 180 days after the Effective Date
6. **Anticipated Commercial Operation Date:** 270 days after the Effective Date
7. **Outside Commercial Operation Date:** April 15, 2019
8. **Rebate:** All prices in this Agreement are calculated based on an upfront rebate of \$0.134/kWh

Exhibit 2

**System Description, Delivery Point and Premises**

1. **System Location:** Purchaser-owned property labeled 1682 Route 376 Wappinger, NY 12603 , to the east of New York State Route 376 only (the "Premises"). Once construction of the System is complete, the Parties shall confirm the final size and location of the Premises and Facility on the Property by amending this Agreement. The perimeter boundaries of the Facility shall be identified by the fence line surrounding the System that is constructed by Seller.
2. **System Size (DC kW):** 2,173.5
3. **Expected First Year Energy Production (kWh):** 2,509,833 kWh
4. **Expected Structure:** Ground Mount
5. **Expected Module(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Hanwha Q. Plus L-G4.2 345	6,300

6. **Expected Inverter(s):**

<u>Manufacturer/Model</u>	<u>Quantity</u>
Huawei SUN2000-33ktl-US	44

7. **Includes:**

Installation of a solar energy system (includes: design, engineering, permitting, installation, monitoring, rebate application and paperwork processing for solar energy system) and interconnection into the utility electric system, studies. This Agreement includes upgrades or repair to customer or utility electrical infrastructure required to accomplish the interconnection into the System up to an aggregate of \$200,000 as set forth in the budget. Seller will perform weed abatement in the array area as required to maintain insolation to the system; Seller will not perform weed abatement for aesthetic purposes, including trimming to the same level as existed at the time of installation except and to the extent required to maintain insolation, as determined by Seller. The installation and maintenance of a fence, as selected and determined by Seller, are included as part of the maintenance. Includes the payment of prevailing wages (including by any subcontractors Seller hires to perform under this Agreement) as defined in and to the extent required under the New York State Labor Law to all laborers, workers, and mechanics employed to install and construct the System.

If (i) the aggregate amount for upgrades or repairs to customer or utility electrical infrastructure is expected to exceed \$200,000 or (ii) the amounts expected to be spent on fencing, tree removal or tree trimming will exceed the amounts set forth in the budget, then the Parties will attempt in good faith to negotiate the pricing to include such additional amounts. If resolution cannot be reached, then Seller may terminate this Agreement prior to commencement of installation without liability or triggering a default under this Agreement.

8. **Excludes:**

Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to customer or utility electrical infrastructure beyond what is set forth in Section 7 above, payment bonds, performance bonds.



**Exhibit 3**

**Interconnection Agreement**

A copy of the New York State Standardized Contract for Interconnection of New Distributed Generation Units with Capacity of 2 MW or Less Connected in Parallel with Utility Distribution Systems by and between Purchaser and Central Hudson Gas & Electric (the "Interconnection Agreement") follows this introductory page. The Interconnection Agreement is attached for reference purposes only and is not made a part of or incorporated into this Agreement.

APPENDIX A

NEW YORK STATE STANDARDIZED CONTRACT  
FOR INTERCONNECTION OF NEW DISTRIBUTED GENERATION UNITS  
AND/OR ENERGY STORAGE SYSTEMS WITH CAPACITY OF 5 MW OR LESS  
CONNECTED IN PARALLEL WITH  
UTILITY DISTRIBUTION SYSTEMS

**Interconnection Customer Information:**

Name: Dutchess County (Airport)

Address: 1682 Route 376  
Wappinger Falls, NY 12603

Telephone: 845-486-2128

Fax:

Email: [woneil@ducthessny.gov](mailto:woneil@ducthessny.gov)

Unit Application/File No.: 004937

**Utility Information:**

Name: Central Hudson Gas and Electric

Address: 284 South Avenue  
Poughkeepsie, NY 12601

Telephone: 845-452-2700

Fax:

Email: [DG@cenhud.com](mailto:DG@cenhud.com)

Utility Account Number: 7689-0446-00

## DEFINITIONS

**Delivery Service** means the services the Utility may provide to deliver capacity or energy generated by the Interconnection Customer to a buyer to a delivery point(s), including related ancillary services.

**Energy Storage System (ESS)** means a commercially available mechanical, electrical, or electro-chemical means to store and release electrical energy, and its associated electrical inversion device and control functions that may be stand-alone or paired with a distributed generator at a point of common coupling.

**Interconnection Customer** means the owner of the Unit.

**Interconnection Facilities** means the equipment and facilities on the Utility's system necessary to permit operation of the Unit in parallel with the Utility's system.

**Premises** means the real property where the Unit is located.

**SIR** means the New York State Standardized Interconnection Requirements for new distributed generation units with a nameplate capacity of 5 MW or less connected in parallel with the Utility's distribution system.

**Unit** means the distributed generation, stand-alone ESS, or combined generation and ESS facilities approved by the Utility for operation in parallel with the Utility's system. This Agreement relates only to such Unit, but a new agreement shall not be required if the Interconnection Customer makes physical alterations to the Unit that do not result in an increase in its nameplate generating capacity. The nameplate generating capacity or inverter/converter rating of the Unit shall not exceed 5 MW.

**Utility** means [insert legal name of the interconnecting utility].

## I. TERM AND TERMINATION

**1.1 Term:** This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated.

**1.2 Termination:** This Agreement may be terminated as follows:

- a. The Interconnection Customer may terminate this Agreement at any time, by giving the Utility sixty (60) days' written notice.
- b. Failure by the Interconnection Customer to seek final acceptance by the Utility within twelve (12) months after completion of the utility construction process described in the SIR shall automatically terminate this Agreement.
- c. Either Party may, by giving the other Party at least sixty (60) days' prior written notice, terminate this Agreement in the event that the other Party is in default of any of the material terms and conditions of this Agreement. The terminating Party shall specify in the notice the basis for the termination and shall provide a reasonable opportunity to cure the default.
- d. The Utility may, by giving the Interconnection Customer at least sixty (60) days' prior written notice, terminate this Agreement for cause. The Interconnection Customer's non-compliance with an upgrade to the SIR, unless the Interconnection Customer's installation is "grandfathered," shall constitute good cause.

**1.3 Disconnection and Survival of Obligations:** Upon termination of this Agreement the Unit will be disconnected from the Utility's electric system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

**1.4 Suspension:** This Agreement will be suspended during any period in which the Interconnection Customer is not eligible for Delivery Service from the Utility

## II. SCOPE OF AGREEMENT

**2.1 Scope of Agreement:** This Agreement relates solely to the conditions under which the Utility and the Interconnection Customer agree that the Unit may be interconnected to and operated in parallel with the Utility's system.

**III. Electricity Not Covered:** The Utility shall have no duty under this Agreement to account for, pay for, deliver, or return in kind any electricity produced by the Facility and delivered into the Utility's System unless the system is net metered as described in Public Service Law Section 66-1.

## INSTALLATION, OPERATION AND MAINTENANCE OF UNIT

**3.1 Compliance with SIR:** Subject to the provisions of this Agreement, the Utility shall be required to interconnect the Unit to the Utility's system, for purposes of parallel operation, if the Utility accepts the Unit as in compliance with the SIR. The Interconnection Customer shall have a continuing obligation to maintain and operate the Unit in compliance with the SIR.

**3.2 Observation of the Unit - Construction Phase:** The Utility may, in its discretion and upon reasonable notice, perform reasonable on-site verifications during the construction of the Unit. Whenever the Utility chooses to exercise its right to perform observations herein it shall specify to the Interconnection Customer its reasons for its decision to perform the observation. For purposes of this paragraph and paragraphs 3.3 through 3.5, the term "on-site verification" shall not include testing of the Unit, and verification tests shall not be required except as provided in paragraphs

**3.3 Observation of the Unit - Ten-day Period:** The Utility may perform on-site verifications of the Unit and observe the execution of verification testing within a reasonable period of time, not exceeding ten (10) business days after system installation. The Unit will be allowed to commence parallel operation upon satisfactory completion of the verification test. The Interconnection Customer must have complied with and must continue to comply with all contractual and technical requirements.

**3.4 Observation of the Unit - Post-Ten-day Period:** If the Utility does not perform an on-site verification of the Unit and observe the execution of verification testing within the ten-day period, the Interconnection Customer will send the Utility within five (5) days of the verification testing a written notification certifying that the Unit has been installed and tested in compliance with the SIR, the utility-accepted design and the equipment manufacturer's instructions. The Interconnection Customer may begin to produce energy upon satisfactory completion of the verification test. After receiving the verification test notification, the Utility will either issue to the Interconnection Customer a formal letter of acceptance for interconnection, or may request that the applicant and utility set a date and time to perform an on-site verification of the Unit and make reasonable inquiries of the Interconnection Customer, but only for purposes of determining whether the verification tests were properly performed. The Interconnection Customer shall not be required to perform the verification tests a second time, unless irregularities appear in the verification test report or there are other objective indications that the tests were not properly performed in the first instance.

**3.5 Observation of the Unit - Operations:** The Utility may perform on-site verification of the operations of the Unit after it commences operations if the Utility has a reasonable basis for doing so based on its responsibility to provide continuous and reliable utility service or as authorized by the provisions of the Utility's Retail Electric Tariff relating to the verification of Interconnection Customer installations generally.

**3.6 Costs of Interconnection Facilities:** During the term of this Agreement, the Utility shall design, construct and install the Interconnection Facilities. The Interconnection Customer shall be responsible for paying the incremental capital cost of such Interconnection Facilities attributable to the Interconnection Customer's Unit. All costs associated with the operation and

maintenance of the Dedicated Facilities after the Unit first produces energy shall be the responsibility of the Utility.

#### IV. DISCONNECTION OF THE UNIT

**4.1 Emergency Disconnection:** The Utility may disconnect the Unit, without prior notice to the Interconnection Customer (a) to eliminate conditions that constitute a potential hazard to Utility personnel or the general public; (b) if pre-emergency or emergency conditions exist on the Utility system; (c) if a hazardous condition relating to the Unit is observed by a Utility inspection; or (d) if the Interconnection Customer has tampered with any protective device. The Utility shall notify the Interconnection Customer of the emergency if circumstances permit. The Interconnection Customer shall notify the Utility promptly when it becomes aware of an emergency condition that affects the Unit that may reasonably be expected to affect the Utility EPS.

**4.2 Non-Emergency Disconnection Due to Unit Performance:** The Utility may disconnect the Unit, after notice to the responsible party has been provided and a reasonable time to correct, consistent with the conditions, has elapsed, if (a) the Interconnection Customer has failed to make available records of verification tests and maintenance of his protective devices; (b) the Unit system interferes with Utility equipment or equipment belonging to other customers of the Utility; (c) the Unit adversely affects the quality of service of adjoining customers; (d) the ESS does not operate in compliance with the operating parameters and limits described in Attachment 1 to this Agreement.

**4.3 Non-Emergency Disconnection for Utility Work:** The Utility may disconnect the Unit after notice to Interconnection Customer when necessary for routine maintenance, construction, and repairs on the Utility EPS. The Interconnection Customer may request to reconnect its service prior to the completion of the Utility's work. The Utility shall accommodate such requests, provided that the Interconnection Customer shall be responsible for the costs of the Utility's review and any system modifications required to reconnect the Unit ahead of schedule.

**4.4 Disconnection by Interconnection Customer:** The Interconnection Customer may disconnect a Unit with an AC nameplate rating above 300 kW upon 18 hours advance notice to the Utility if the planned shutdown will last 8 hours or more. For non-emergency forced outages lasting 8 hours or more, the Interconnection Customer shall notify the Utility within 24 hours of the commencement of the shutdown

**4.5 Utility Obligation to Cure Adverse Effect:** If, after the Interconnection Customer meets all interconnection requirements, the operations of the Utility are adversely affecting the performance of the Unit or the Customer's premises, the Utility shall immediately take appropriate action to eliminate the adverse effect. If the Utility determines that it needs to upgrade or reconfigure its system, the Interconnection Customer will not be responsible for the cost of new or additional equipment beyond the point of common coupling between the Interconnection Customer and the Utility.

## V. ACCESS

**5.1 Access to Premises:** The Utility shall have access to the disconnect switch of the Unit at all times. At reasonable hours and upon reasonable notice consistent with Section III of this Agreement, or at any time without notice in the event of an emergency (as defined in paragraph 4.1), the Utility shall have access to the Premises.

**5.2 Utility and Interconnection Customer Representatives:** The Utility shall designate, and shall provide to the Interconnection Customer, the name and telephone number of a representative or representatives who can be reached at all times to allow the Interconnection Customer to report an emergency and obtain the assistance of the Utility. For the purpose of allowing access to the premises, the Interconnection Customer shall provide the Utility with the name and telephone number of a person who is responsible for providing access to the Premises.

**5.3 Utility Right to Access Utility-Owned Facilities and Equipment:** If necessary for the purposes of this Agreement, the Interconnection Customer shall allow the Utility access to the Utility's equipment and facilities located on the Premises. To the extent that the Interconnection Customer does not own all or any part of the property on which the Utility is required to locate its equipment or facilities to serve the Interconnection Customer under this Agreement, the Interconnection Customer shall secure and provide in favor of the Utility the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

## VI. DISPUTE RESOLUTION

**6.1 Good Faith Resolution of Disputes:** Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

**6.2 Mediation:** If a dispute arises under this Agreement, and if it cannot be resolved by the Parties within ten (10) business days after written notice of the dispute, the parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in New York State, in accordance with the then current International Institute for Conflict prevention & Resolution Procedure, or to mediation by a mediator provided by the New York Public Service Commission. The Parties agree to participate in good faith in the mediation for a period of up to 90 days. If the Parties are not successful in resolving their disputes through mediation, then the parties may refer the dispute for resolution to the New York Public Service Commission, which shall maintain continuing jurisdiction over this Agreement.

**6.3 Escrow:** If there are amounts in dispute of more than two thousand dollars (\$2,000), the Interconnection Customer shall either place such disputed amounts into an independent escrow account pending final resolution of the dispute in question, or provide to the Utility an appropriate irrevocable standby letter of credit in lieu thereof.

## VII. INSURANCE

**7.1. Commercial General Liability:** The Interconnection Customer shall, at its own expense, procure and maintain throughout the period of this Agreement the following minimum insurance coverage:

- 7.1.1. Commercial general liability insurance with limits not less than:
  - 7.1.1.1. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the AC Nameplate rating of the Interconnection Customer's Facility is greater than five (5) MWAC;
  - 7.1.1.2. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the AC Nameplate rating of the Interconnection Customer's Facility is greater than one (1) MWAC and less than or equal to five (5) MWAC;
  - 7.1.1.3. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the AC Nameplate rating of the Interconnection Customer's Facility is greater than or equal to 300 (kWAC) and less than or equal to one (1) MWAC
- 7.1.2. Any combination of general liability and umbrella/excess liability policy limits can be used to satisfy the limit requirements of Section 7.1.1 (a).
- 7.1.3. The general liability insurance required to be purchased in Section 7.1 (a) may be purchased for the direct benefit of the Utility and shall respond to third party claims asserted against the Utility (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 7.3(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Utility and the Utility will be designated as the primary and "Named Insured" under the policy.

**7.2. General Commercial Liability Insurance:** The Interconnection Customer is not required to provide general commercial liability insurance for facilities with an AC nameplate rating of 300 kW or less. Due to the risk of incurring damages however, the New York State Public Service Commission ("Commission") recommends that the Interconnection Customer obtain adequate insurance. The inability of the Utility to require the Interconnection Customer to provide general commercial liability insurance coverage for operation of the Unit is not a waiver of any rights the Utility may have to pursue remedies at law against the Interconnection Customer to recover damages

**7.3. Insurer Requirements and Endorsements:** All required insurance shall be written by reputable insurers authorized to conduct business in New York. In addition, all general liability insurance shall, (a) include the Utility as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that the Utility shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to the Utility prior to cancellation or termination of such insurance, with the exception of a ten (10) days' notice in the event of premium non-payment; provided that to the extent the Interconnection Customer is satisfying the requirements of subpart (d) of this

paragraph by means of a presently existing insurance policy, the Interconnection Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Utility as required above.

**7.4. Evidence of Insurance:** Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer. Prior to the Utility commencing work on System Modifications, and annually thereafter, the Interconnection Customer shall have its insurer furnish to the Utility certificates of insurance evidencing the insurance coverage required above.

**7.4.1** If coverage is on a claims-made basis, the Interconnection Customer agrees that the policy effective date or retroactive date shall be no later than the effective date of this agreement, be continuously maintained throughout the life of this agreement, and remain in place for a minimum of three (3) years following the termination of this agreement or if policies are terminated will purchase a three-year extended reporting period. Evidence of such coverage will be provided on an annual basis.

**7.4.2** In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Utility.

**7.5. Self-Insurance:** If the Interconnection Customer has a self-insurance program established in accordance with commercially acceptable risk management practices, the Interconnection Customer may comply with the following in lieu of the above requirements as reasonably approved by the Utility:

**7.5.1.** The Interconnection Customer shall provide to the Utility, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.

**7.5.2.** If the Interconnection Customer ceases to self-insure to the standards required hereunder, or if the Interconnection Customer is unable to provide continuing evidence of the Interconnection Customer's financial ability to self-insure, the Interconnection Customer agrees to promptly obtain the coverage required under Section 7.1.

**7.6. Utility Obligation to Maintain Insurance:** The Utility agrees to maintain general liability insurance or self-insurance consistent with its existing commercial practice. Such insurance or self-insurance shall not exclude coverage for the Utility's liabilities undertaken pursuant to this Agreement.

**7.7. Notification Obligations:** The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

## VIII. LIMITATION OF LIABILITY

**8.1** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special,

consequential, or punitive damages of any kind whatsoever. Nothing herein is meant to limit the liability of a Party to an unaffiliated third-party claimant.

## **IX. INDEMNITY**

**9.1** This provision protects each Party from liability incurred to third parties arising from actions taken pursuant to the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Section 7.

**9.2** Each Party (the "Indemnifying Party") shall at all times indemnify, defend, and hold the other Party (the "Indemnified Party") harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demands, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, to the extent arising out of or resulting from the Indemnifying Party's action or failure to meet its obligations under this Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party.

**9.3** If a Party is obligated to indemnify and hold the Indemnified Party harmless under this section, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual loss, as adjudicated by the Indemnifying Party's insurance carrier, net of any insurance or other recovery.

**9.4** Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this section may apply, the Indemnified Party shall notify the Indemnifying Party of such fact. Any unintentional failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the Indemnifying Party.

## **X. CONSEQUENTIAL DAMAGES**

**10.1** Other than as expressly provided for in this Agreement or pursuant to the utility tariff, neither Party shall be liable to the other Party under any provision of this Agreement for any losses, damages, costs, or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

## **XI. MISCELLANEOUS PROVISIONS**

**11.1 Beneficiaries:** This Agreement is intended solely for the benefit of the Parties hereto, and if a Party is an agent, its principal. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any other person.

**11.2 Severability:** If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

**11.3 Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements or understandings, whether verbal or written.

**11.4 Waiver:** No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. In the event that any agreement or covenant herein shall be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**11.5 Applicable Law:** This Agreement shall be governed by and construed in accordance with the law of the State of New York.

**11.6 Amendments:** This Agreement shall not be amended unless the amendment is in writing and signed by the Utility and the Customer.

**11.7 Force Majeure:** For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; and (b) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

**11.8 Assignment to Corporate Party:** At any time during the term, the Interconnection Customer may assign this Agreement to a corporation or other entity with limited liability, provided that the Interconnection Customer obtains the consent of the Utility. Such consent will not be withheld unless the Utility can demonstrate that the corporate entity is not reasonably capable of performing the obligations of the assigning Interconnection Customer under this Agreement.

**11.9 Assignment to Individuals:** At any time during the term, the Interconnection Customer may assign this Agreement to another person, other than a corporation or other

entity with limited liability, provided that the assignee is the owner, lessee, or is otherwise responsible for the Unit.

**11.10 Permits and Approvals:** Interconnection Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction and for the operation of the Unit during the term of this Agreement.

**11.11 Limitation of Liability:** Neither by inspection, if any, or non-rejection, nor in any other way, does the Utility give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer or leased by the Interconnection Customer from third parties, including without limitation the Unit and any structures, equipment, wires, appliances or devices appurtenant thereto.

**ACCEPTED AND AGREED:**

**Interconnection Customer**

**Signature:**

**Printed Name:**

**Title: Date:**

**Utility Signature:**

**Printed Name: Title:**

**Date:**

**NEW YORK STATE STANDARDIZED CONTRACT  
FOR INTERCONNECTION OF DISTRIBUTED GENERATION UNITS THAT  
INCLUDE ENERGY STORAGE SYSTEMS**

**ATTACHMENT 1**

## Exhibit 4

### Solar Power Purchase Agreement General Terms and Conditions

*Revised January 17, 2013*

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
  
2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in Exhibit 1, and collectively the "Term"). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on Exhibit 2 (the "Delivery Point"). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy from other sources to the extent the Purchaser's electric requirements exceed the credit received from the output of the System to offset the Purchaser's power usage at its facilities.
  
3. **Term and Termination.**
  - a. **Initial Term.** The initial term ("Initial Term") of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in Exhibit 1, unless earlier terminated as provided for in this Agreement. The "Commercial Operation Date" is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Upon Purchaser's request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller's contractor and the interconnection or similar agreement with the Utility. This Agreement shall become effective automatically upon completion of the SEQR process and Purchaser's failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.
  
  - b. **Additional Terms.** If Purchaser has not exercised its option to purchase the System by the end of the Initial Term, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in Exhibit 1 (each an "Additional Term"). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.
  
4. **Billing and Payment.**
  - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in Exhibit 1 (the "Contract Price"). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.
  
  - b. **Monthly Invoices.** Seller shall manually invoice Purchaser monthly. Such monthly invoices shall state (i) the amount of electric energy produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser.
  
  - c. **Taxes.** Currently, Purchaser is exempt from any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the utility's electric

distribution system. Purchaser shall provide all documentation related to such status to the extent required to prove such exemption. In the event Purchaser is no longer exempt, Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, including property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser due to the action or omission of Seller. For purposes of this Section 4(d), "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.

- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. For any undisputed portion of the invoice amount not paid within the thirty (30) day period, late payments and interest due shall be computed in accordance with the Prompt Payment Provisions of Section 179 of the New York State Finance Law.

## 5. Environmental Attributes and Environmental Incentives.

Unless otherwise specified on Exhibit 1, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

"**Environmental Incentives**" means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"**Governmental Authority**" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the New York State Public Service Commission), or any court of competent jurisdiction.

“Tax Credits” means any and all (i) investment tax credits, (ii) production tax credits and (iii) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. **Conditions to Obligations.**

a. **Conditions to Seller’s Obligations.**

Seller’s obligations under this Agreement are conditioned on the completion of the following conditions to Seller’s reasonable satisfaction on or before the Condition Satisfaction Date:

- i. Seller’s completion of a physical inspection of the Facility and the property upon which the Facility is located (the “Premises”) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
- ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller’s Financing Parties. “Construction Agreement” as used in this subsection means an agreement between Tesla and a subcontractor to install the System;
- iii. Seller’s confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
- iv. Receipt of all necessary zoning, land use and building permits;
- v. Execution of all necessary agreements with the Utility for interconnection of the System to the Utility’s electric distribution system; and
- vi. Prior to Seller commencing construction and installation of the System, Purchaser shall give Seller proof of insurance for all insurance required to be maintained by Purchaser under this Agreement.

b. **Conditions to Purchaser’s Obligations.**

Purchaser’s obligations under this Agreement are conditioned on the completion of the following conditions:

- i. Occurrence of the Commercial Operation Date for the System on or before the Outside Commercial Operation Date (See Exhibit 1);
- ii. Seller’s completion of the SEQR process; and
- iii. Seller’s completion of the glare analysis and receipt of written approval from the Federal Aviation Administration and the New York State Department of Transportation.

c. **Failure of Conditions.**

If any of the conditions listed in subsections a or b above are not satisfied by the applicable dates specified in those subsections, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the parties are unable to negotiate new dates then the Party that has not failed to meet an obligation may terminate this Agreement upon ten (10) days written notice to the other Party without liability for costs or damages or triggering a default under this Agreement.

7. **Seller’s Rights and Obligations.**

a. **Permits and Approvals.** Seller, with Purchaser’s reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

- i. any zoning, land use and building permits required to construct, install and operate the System; and
- ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility’s electric distribution system.

Purchaser shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility in accordance with (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. "Prudent Electrical Practices" means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar energy electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser's negligence, willful misconduct or breach of this Agreement or the Site Lease (if applicable). Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.
- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement. However, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. If a list of pre-approved contractors and subcontractors is desired, such list shall be scheduled on an appendix to this Exhibit. All contractors and subcontractors, other than those that may be scheduled on an appendix to this Exhibit, shall be subject to Purchaser's prior written consent, not to be unreasonably withheld.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.

## 8. **Purchaser's Rights and Obligations.**

- a. **Lease.** Purchaser grants to Seller a lease to, on, over, under and across the Premises (the "Lease") for access by Seller and Seller's agents, employees and contractors for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (b) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (c) installing, using and maintaining electric lines and

equipment, including inverters and meters, necessary to interconnect the System to Purchaser's electric system at the Facility and/or to the Utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility and the Premises except in situations where there is imminent risk of damage to persons or property. The term of the Lease shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "Lease Term"). During the Lease Term, Purchaser shall ensure that Seller's rights under the Lease and Seller's access to the Premises are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access. The grant of the Lease shall survive termination of this agreement by either Party. Purchaser agrees that Seller, upon request to Purchaser, may record a memorandum of lease in the land records respecting the Lease in form and substance reasonably acceptable to the Parties. Per Federal Aviation Administration requirements, Seller agrees to pay Purchaser ground rent of Eight Thousand Two Hundred Dollars (\$8,200) per year (the "Rent") starting on the Commercial Operation Date and continuing until the end of the Term. Seller shall pay the Rent to Purchaser in advance starting on the Commercial Operation Date for a partial year and, thereafter, on January 1 of each year. The Rent shall be prorated for partial years.

- b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- c. **Maintenance of Facility.** Except as specified in Section 7 of Exhibit 2, Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will not permit cessation of electric service to the Facility from the local utility. If applicable, Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System. For avoidance of doubt, Purchaser is not responsible for maintenance or repair of interconnection equipment.
- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which may adversely affect the operation and maintenance of the System without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Outages.** Purchaser shall be permitted to be off line for a total of forty-eight (48) day light hours (each, a "Scheduled Outage") per calendar year during the Term, during which days Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) day light hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during such excess Scheduled Outages or unscheduled outages and shall invoice Purchaser for such amount and any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes in accordance with Section 4. For avoidance of doubt, the forty-eight (48) hour period shall include all Scheduled Outage hours allowed under any of the terms of this Agreement, including those undertaken pursuant to Section 8(d).
- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.

- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight (“Insolation”) is essential to Seller’s performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System’s Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System’s existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.
- i. **[Reserved].**
- j. **Breakdown Notice.** Purchaser shall promptly notify Seller following the discovery by Purchaser of anything adversely affecting the System, including a material malfunction, interruption in the supply of electrical energy or discovery of an emergency condition, of which Purchaser should reasonably be aware.

9. **Change in Law.**

“Change in Law” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller’s obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of System.**

If (i) Purchaser ceases to conduct business operations at and/or vacates the Facility or (ii) Seller is prevented from operating the System at the Facility or (iii) the System is otherwise prevented from delivering electricity (through no fault of Seller), in each case prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same Utility district as the terminated System or in a location with similar Utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) Lease, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be the remainder of the Term of this Agreement and such amended agreement shall be deemed to be a continuation of this Agreement without termination. Purchaser shall also provide any new Purchaser, owner, lessor or mortgagee consents or releases required by Seller or Seller’s Financing Parties in connection with the substitute facility. Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refileing the security interests of Seller’s Financing Parties in the System. Seller shall reasonably estimate the amount of electricity that would have been delivered to Purchaser during the period of time the System is not in operation due to the relocation and shall invoice Purchaser for such amount and any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes in accordance with Section 4. Seller shall remove the System from the vacated Facility prior to the

termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

11. **Removal of System at Expiration.**

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

12. **Measurement.**

Electricity delivered to the Facility shall be measured by the SolarGuard monitoring system installed and maintained by Seller as part of the System.

13. **Default, Remedies and Damages.**

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a "Defaulting Party" and each event of default shall be a "Default Event":

- (1) failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the other Party (the "Non-Defaulting Party") of such failure to pay ("Payment Default");
- (2) failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (i) the Defaulting Party initiates such cure with the thirty (30) day period and continues such cure to completion and (ii) there is no material adverse affect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- (3) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- (4) Purchaser loses its rights to occupy and enjoy the Premises;
- (5) a Party, or its guarantor, becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is(are) not dismissed within ninety (90) days); or
- (6) Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser's obligations to make payments that otherwise would have been due under this Agreement.

b. Remedies.

- (1) Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement, upon five (5) days prior written notice to the Defaulting Party following the Payment Default.
- (2) Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party following the occurrence of the Default Event. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to System Installation a \$5,000 design cancellation fee shall also apply in addition to any other remedy available to Seller.
- (3) Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):
  - A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of (i) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of (A) the investment tax credit equal to thirty percent (30%) of the System value; and (B) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (C) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (D) other financing and associated costs not included in (A), (B) and (C), (ii) the net present value of the projected payments (using a discount rate of 9%) over the Term post-termination, had the Term remained effective for the full Initial Term, (iii) removal costs as provided in Section 13(b)(3)(C) and (iv) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller. The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
  - B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (i) the present value (using a discount rate of 9%) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (ii) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (iii) any removal costs incurred by Purchaser, and (iv) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.
  - C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment including the removal of System mounting pads or other support structures constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. **Representations and Warranties.**

a. **General Representations and Warranties.** Each Party represents and warrants to the other the following:

- (1) Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- (2) Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. **Purchaser's Representations and Warranties.** Purchaser represents and warrants to Seller the following:

- (1) **Lease.** Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the Lease contained in Section 8(a). Such grant of the Lease does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the Lease and enter into and perform its obligations under this Agreement.
- (2) **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
- (3) **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
- (4) **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
- (5) **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.

c. **Seller's Warranties.**

- (1) Under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components during the Term.
- (2) During the Term, Seller will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to Purchaser (including all labor costs), when Purchaser submits a valid claim to Seller under this Agreement. If Seller damages the Facility or property Seller will repair the damage Seller causes or pay Purchaser for the damage Seller causes. Seller may use new or reconditioned parts when making repairs or replacements. Seller may also, at no additional cost to Purchaser, upgrade or add to any part of the System.
- (3) Seller's total liability arising out of or relating to this Section 13(c) shall in no event:
  - A. *For System Failure or Replacement:* exceed the total of the Purchaser's payments under this Agreement during the previous twelve (12) month period; and

B. For damages to the Facility or property: exceed three million dollars (\$3,000,000).

d. **NO OTHER WARRANTY.** OTHER THAN AS EXPRESSLY SET FORTH IN SECTIONS 14(A) and 14(C), NO WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY UNDER THIS AGREEMENT. THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM OR LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

15. **System Damage and Insurance.**

a. **System Damage.** If the System is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (i) to pay for the cost of such restoration of the System or (ii) to purchase the System "AS-IS" at the greater of (A) then current fair market value of the System and (B) the sum of the amounts described in Section 13.b(3)A)(i) (using the date of purchase to determine the appropriate Contract Year) and Section 13.b(3)A)(iii).

b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

i. **Seller's Insurance.** At all times during the Term, Seller shall maintain at its own cost the following insurance and shall provide proof thereof to Purchaser, in the form of a Certificate of Insurance, prior to commencing work under this Agreement. Seller agrees that its subcontractors, if any, will maintain the coverages required in an amount and to the extent Seller determines appropriate relative to each subcontractor's scope of work. :

(1) **Worker's Compensation** Employer's Liability and Disability Benefits Coverage (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, Seller shall provide:

A. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability and Disability Benefits Coverage, **OR**

B. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U- 26.3, Form SI-12 or Form SI-105.2P) and New York State Notice of Compliance-Disability Benefits Law (Form DB-120 or DB-20.1).

C. In the event that the Contractor is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage: Form CE-200.

(2) **Commercial General Liability** Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. Purchaser must be included as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. All construction, trade contractor, and service maintenance agreements must utilize the additional insured endorsement CG 2010 and CG 2037 March 2013 edition or current equivalents. The insurance coverage shall contain a waiver of subrogation in favor of Purchaser. Acceptable proof of the waiver of subrogation and Purchaser's additional insured status may be evidenced through a copy of the policy form or endorsement.

(3) **Commercial Umbrella Liability** insurance coverage with limits not less than \$5,000,000 per occurrence and \$5,000,000 aggregate. Coverage will be on a follow form or excess of the

commercial liability and auto liability policies. The insurance coverage shall contain a waiver of subrogation in favor of Purchaser. Acceptable proof of the waiver of subrogation and Purchaser's additional insured status may be evidenced through a copy of the endorsement. The total limits for General Liability and Umbrella liability can be met through a combination of the two policies.

- (4) **Automobile Liability** Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. Purchaser must be included as additional insured. Acceptable proof of Purchaser's additional insured status may be obtained by submitting a copy of the policy form or endorsement. The insurance coverage shall contain a waiver of subrogation in favor of Purchaser.
- (5) **PURCHASER MUST BE NAMED AS THE CERTIFICATE HOLDER AND ADDITIONAL INSURED.**
- (6) All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In addition, every policy required above shall be primary insurance and any insurance carried by Purchaser, its officers, or its employees shall be excess and not contributory insurance to that provided by Seller. Seller shall be solely responsible for any deductible losses under each of the policies required above.
- (7) Payment(s) to Seller may be suspended in the event Seller fails to provide the required insurance documentation in a timely manner.
- (8) Prior to cancellation in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below, with the exception of a ten (10) day notice for nonpayment of premium:  
  
Dutchess County Attorney  
County Office Building  
22 Market Street  
Poughkeepsie, New York 12601
- (9) On receipt of such notice, Purchaser shall require Seller to replace the cancelled insurance policy, , so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to Purchaser. Failure of Seller to take out or to maintain, or the taking out or the maintenance of any required insurance shall provide Purchaser with the option to purchase such expired insurance once Seller confirms no such insurance is in place and bill such premium to Seller, and shall not relieve Seller from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of Seller concerning indemnification.
- (10) All Certificates of Insurance shall be approved by Purchaser's Director of Risk Management or designee prior to commencement of any work under this Agreement.

ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

c. **Policy Provisions.** All insurance policies provided hereunder, except where municipalities are self-insured, shall (i) be written on an occurrence basis, (ii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes, and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. For the avoidance of doubt, in either circumstance Seller shall file such disclaimer. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of the sixth (6th) and tenth (10th) Contract Years and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System. The "Fair Market Value" of the System shall be determined by mutual agreement of Purchaser and Seller; provided, however, if Purchaser and Seller cannot agree to a Fair Market Value within thirty (30) days after Purchaser has exercised its option, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System on an installed basis and shall set forth such determination in a written opinion delivered to the Parties; provided that in no event shall the Fair Market Value be less than the aggregate of the amounts calculated under Sections 13(b)(3)(A)(ii) and (iv) as of the date of System title transfer. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).

b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "Claim"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.

i. **"Hazardous Substance"** means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability.**

i. **No Consequential Damages.** Neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such.

ii. **Actual Damages.** Seller's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (17)(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise.

18. **Force Majeure.**

a. **"Force Majeure"** means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that impacts Purchaser's ability to make payment.
- d. If a Force Majeure event continues for a period of one hundred (100) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. **Assignment and Financing.**

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement to any Financing Party, (ii) directly or indirectly assign this Agreement to an affiliate of Seller, (iii) assign this Agreement to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from lenders or third parties (including tax equity or similar investors) ("**Financing Parties**") in connection with the installation, construction, ownership, operation and maintenance of the System. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. The Parties also agree that Seller may assign this Agreement to the Financing Parties as collateral, and in connection with any such assignment, Purchaser agrees to execute a consent to assignment in customary form and reasonably acceptable to the Financing Parties.

20. **Confidentiality and Publicity.** The obligations of this Section 20 are subject to Purchaser's compliance with the New York State Freedom of Information Law as set forth in Article 6 of the New York State Public Officers Law.

a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity.

b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to or by a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. **General Provisions**

a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.

b. **Jurisdiction, Venue and Attorneys' Fees.** Any dispute arising from or relating to this Agreement shall be properly sited in the federal court in the Southern District of New York State or New York Supreme Court located in Dutchess County, New York.

- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 14(d) (No Other Warranty), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (b) (Jurisdiction, Venue and Attorneys' Fees), Section 22(c) (Notices), Section 22 (g) (Comparative Negligence), Section 22(h) (Non-Dedication of Facilities), Section 22(j) (Service Contract), Section 22(k) (No Partnership) Section 22(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(n) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time; provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar regulated entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the

requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

- j. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- k. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
- m. **Forward Contract.** The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- n. **No Third Party Beneficiaries.** Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- o. **Approval by Purchaser Legislature.** This Agreement is subject to approval by the Dutchess County Legislature, and notwithstanding anything to the contrary herein, this Agreement shall become effective and binding upon the Parties only upon Purchaser's receipt of such approval. If such approval is not obtained within three months following the Effective Date, either Party may, upon 10 days' written notice to the other, terminate this Agreement without further liability hereunder.

*End of Exhibit 4*

## Exhibit 5

### Additional Objectives, Terms and Conditions

1. Seller, or a Qualified Party, as defined by applicable law, at Seller's direction, shall prepare required materials and conduct studies as needed to complete the State Environmental Quality Review (the "SEQR"), including as applicable and without limitation, any required planimetric survey of the prospective sites including; benchmark points, contours, depth of bedrock, depth of ground water, vegetative survey, requirements of the New York State Historic Preservation Office, noise studies, and utilities survey.
2. Seller shall photo document the Premises prior to commencement of work on the Premises.
3. To the extent required by applicable law, Seller shall contact Dig Safely New York in accordance with applicable law prior to commencement of work on the Premises, and shall comply with the obligations set forth in New York State Code Rule 753 to the extent applicable to the System.
4. Seller to obtain all legally required approvals from the New York State Historic Preservation Office , as deemed necessary from the SEQR review, for Seller to perform work on the Premises.
5. Seller shall begin post-construction restoration within fourteen (14) days of completing its construction activities, as required by applicable law.
6. The Parties shall work together to develop mutually agreeable:
  - a. periodic site inspection schedule;
  - b. violation of applicable law notification and stop work request procedures;
  - c. background check procedures and obligations for all contractors coming to site;
  - d. Maintenance plans for transformers owned by each Party, if applicable;
  - e. Procedures and standards for Project communication in addition to the notice requirements set forth in the Agreement; and
  - f. Communications protocols and site interface responsibilities, including as appropriate the identification of appropriate Purchaser and Seller personnel.
7. Seller shall perform Site-related diligence prior to commencing constructions.
8. Groundcover used for restoration of the site following the expiration of the Term shall not be an invasive species in contravention of applicable law.
9. In its performance of this Agreement, Seller shall comply with the applicable terms of any permits obtained hereunder, and with applicable environmental laws.
10. Seller shall perform detailed glare analysis in preparation for review and approval by the FAA (for the landings and take-offs from Dutchess County Airport) and by the NYSDOT (for driving impact on State Route 376).
11. Seller shall obtain FAA approval for the proposed location of the solar array working with the Purchaser.
12. Seller shall obtain NYSDOT approval for the proposed location of the solar array working with the Purchaser.

*End of Exhibit 5*

## Morris, Carolyn

---

**From:** Baiano, Chris  
**Sent:** Tuesday, September 11, 2018 5:33 PM  
**To:** Ortiz, Sarah  
**Cc:** Morris, Carolyn; Joseph, Nick; Tyner, Joel  
**Subject:** RE: Question from Public Works and Capital Project Committee Meeting

To All,

From discussion with Central Services, the County was approached by the vendor to implement the NYSERDA sponsored program and the County will not be expending County funds in the development of the project.

An RFP was not needed for this project:

- The solar array project does not require any expenditure of County funds.
- The County is leasing the land to the vendor and not expending County funds.
- The County will be receiving credits back from Central Hudson that are greater than the purchase price cost.

Regards,  
Chris

**Christopher Baiano**  
Assistant County Executive  
Dutchess County Executive Office  
22 Market Street  
Poughkeepsie, NY 12601  
Phone: (845) 486-2000 Fax: (845) 486-2021  
Email: [cbaiano@dutchessny.gov](mailto:cbaiano@dutchessny.gov)

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

**From:** Ortiz, Sarah  
**Sent:** Friday, September 7, 2018 1:47 PM  
**To:** Baiano, Chris <[cbaiano@dutchessny.gov](mailto:cbaiano@dutchessny.gov)>  
**Cc:** Tyner, Joel <[Joeltyner@earthlink.net](mailto:Joeltyner@earthlink.net)>  
**Subject:** Question from Public Works and Capital Project Committee Meeting

Good afternoon Chris:

At last night's Public Works and Capital Project Committee Meeting, Legislator Tyner requested information on any RFPs for the solar array lease at the Hudson Valley Regional Airport. Thank you.

*Sarah Ortiz*  
Senior Legislative Secretary  
Dutchess County Legislature

Majority Leader Roman, duly seconded by Assistant Majority Leader Sagliano, moved the foregoing resolution. Discussion on Resolution No. 2018227 proceeded as follows:

Legislator Incoronato spoke regarding the solar array.

Assistant Minority Leader Munn called point of order because this resolution was for setting a public hearing.

Chair Pulver acknowledged the point of order and requested Legislator Incoronato to email his questions.

Roll call vote on the foregoing resolution resulted as follows:

AYES:        23     Pulver, Roman, Sagliano, Black, Munn, Llaverias, Borchert, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Bolner, Incoronato, Zernike, Miccio, Page, Horton, Garito, Thomes, Houston

NAYS:        0

ABSENT:     2     Amparo, Surman

Resolution adopted.

## *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
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 (C)		
District 14 - Town of Wappinger	Amparo	• <i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 11      0  
           Yes        No  
 Abstentions: 0

**2018227 SETTING PUBLIC HEARING FOR DUTCHESS COUNTY TO ENTER INTO A LEASE AGREEMENT AT THE HUDSON VALLEY REGIONAL AIRPORT FOR THE PURPOSE OF INSTALLING A SOLAR ARRAY**

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018227 SETTING PUBLIC HEARING FOR DUTCHESS COUNTY TO ENTER INTO A LEASE AGREEMENT AT THE HUDSON VALLEY REGIONAL AIRPORT FOR THE PURPOSE OF INSTALLING A SOLAR ARRAY**

September 12, 2018

RESOLUTION NO. 2018228

RE: AUTHORIZING COUNTY EXECUTIVE TO GRANT PERMANENT EASEMENT TO DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY IN CONNECTION WITH THE HUDSON VALLEY REGIONAL AIRPORT WATER LINE EXTENSION PROJECT

Legislators METZGER, ROMAN, SAGLIANO, HORTON, JOHNSON, BOLNER, and THOMES offer the following and moves its adoption:

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

WHEREAS, pursuant to Resolution No. 2018096, the County authorized the construction of a water main line to serve various existing and proposed buildings at the Hudson Valley Regional Airport, and,

WHEREAS, the WWA now requires an easement for the purpose of installing, maintaining, repairing and replacing a water distribution main and related appurtenances within, under and through a portion of County Property ("the Easement Area") so as to implement the Hudson Valley Regional Airport Water Line Extension Project, more particularly described in the attached "Water Main Easement at Hudson Valley Regional Airport," and

WHEREAS, such Easement Area is located at 18 Griffith Way in the Town of Wappinger, tax parcel 135689-6259-03-225301-0000, currently owned by the County, and

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

RESOLVED, that the County Executive, or his designee, is authorized to execute an easement, in substantially the same form as annexed hereto, granting the rights and interests described therein to the Dutchess County Water and Wastewater Authority in connection with the Hudson Valley Regional Airport Water Line Extension Project.

CA-157-18  
AMS/sc/G-1598  
08/06/18  
Fiscal Impact: See attached statement

APPROVED



MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 9/18/2018

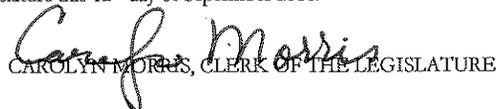
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

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

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

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

Identify Line Items(s):

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

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

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

Additional Comments/Explanation:  
This Fiscal Impact Statement Pertains to:  
  
RESOLUTION REQUEST TO GRANT A PERMANENT EASEMENT TO THE DUTCHESS COUNTY WATER AND WASTE WATER AUTHORITY IN CONNECTION WITH THE WATER LINE EXTENSION AT THE HUDSON VALLEY REGIONAL AIRPORT, TOWN OF WAPPINGER, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis 2929 \_\_\_\_\_







Majority Leader Roman, duly seconded by Assistant Majority Leader Sagliano, moved the foregoing resolution. Discussion on Resolution No. 2018228 proceeded as follows:

Legislator Tyner spoke regarding PFOA contamination at the airport.

Legislator Micico called point of order because the resolution was to grant an easement for the water line and had nothing to do with chemicals.

Chair Pulver acknowledged the point of order.

Roll call vote on the foregoing resolution resulted as follows:

AYES: 23 Pulver, Roman, Sagliano, Black, Munn, Llaverias, Borchert, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Bolner, Incoronato, Zernike, Miccio, Page, Horton, Garito, Thomes, Houston

NAYS: 0

ABSENT: 2 Amparo, Surman

Resolution adopted.

# *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
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 (C)		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018228** AUTHORIZING COUNTY EXECUTIVE TO GRANT PERMANENT EASEMENT TO DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY IN CONNECTION WITH THE HUDSON VALLEY REGIONAL AIRPORT WATER LINE EXTENSION PROJECT

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018228 AUTHORIZING COUNTY EXECUTIVE TO GRANT PERMANENT EASEMENT TO DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY IN CONNECTION WITH THE HUDSON VALLEY REGIONAL AIRPORT WATER LINE EXTENSION PROJECT**

# PULLED BY COUNTY ATTORNEY 9/6/2018

## RESOLUTION NO. 2018229

RE: AUTHORIZING CONDEMNATION PROCEEDING FOR ACQUISITION IN FEE AGAINST PAUL HOGAN AND CIARAN EGAN IN CONNECTION WITH THE HARLEM VALLEY RAIL TRAIL PHASE IV PROJECT IN THE TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Legislators METZGER, SAGLIANO, BOLNER, JOHNSON, and BORCHERT offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the construction of the Harlem Valley Rail Trail, Phase IV in the Town of North East, which project (PIN 8758.74) includes the acquisition of portions of certain properties, and

WHEREAS, this Legislature by Resolution No. 2014261, adopted the findings of the Dutchess County Department of Public Works that the construction of the subject project (1) constitutes a Type I action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant adverse impact on the environment, and

WHEREAS, the Department of Public Works has made a determination that in order to facilitate the construction of the Harlem Valley Rail Trail, Phase IV in the Town of North East, it is necessary to acquire in fee a portion of real property as follows: a 38,240 +/- square foot parcel as shown on Map 5, Parcel 5 in the Town of North East, Dutchess County, described as Parcel Identification Number 133889-7274-00-204418-0000, presently owned by Paul Hogan and Ciaran Egan, and

WHEREAS, negotiations to acquire such acquisition in fee have reached an impasse in that the owner has been unable to secure a partial release of mortgage held by a private lender and cannot provide clear title to the portion of real property which is necessary to facilitate the construction of the subject project, and authorization is hereby requested to begin Eminent Domain Proceedings to acquire such property from Paul Hogan and Ciaran Egan, and

WHEREAS, it is now necessary for this Legislature to authorize the commencement of proceedings pursuant to NYS Eminent Domain Procedure Law for the acquisition of said acquisition in fee as follows:

<u>Name</u>	<u>Map</u> No.	<u>Parcel</u> No.	<u>Area Sq. Ft.</u>	<u>Proffered</u> <u>Amount</u>
Paul Hogan and Ciaran Egan	5	5	38,240±	\$10,100

now therefore, be it

RESOLVED, that the Commissioner of Public Works on behalf of Dutchess County be and is hereby authorized and empowered to commence proceedings against Paul Hogan and Ciaran Egan pursuant to the Eminent Domain Procedure Law for the acquisition in fee of a portion of the above real property in furtherance of the construction of the Harlem Valley Rail Trail, Phase IV in the Town of North East, Dutchess County, New York.

CA-155-18  
AMS/kvh/R-0987-D  
08/6/18  
Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

~~This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.~~

~~IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.~~

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 10,100

Total Current Year Revenue \$ 9,595  
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): \$505  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

This Fiscal Impact Statement Pertains to:

RESOLUTION REQUEST TO BEGIN CONDEMNATION PROCEEDINGS FOR THE ACQUISITION OF REAL PROPERTY OWNED BY PAUL HOGAN AND CIARAN EGAN, IN CONNECTION WITH PIN 8758.74: HARLEM VALLEY RAIL TRAIL PHASE IV, TOWN OF NORTH EAST, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis

2929

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Harlem Valley Rail Trail  
PIN OR CIN: 8758.74

Map(s): 5

Parcel(s): 5

This Agreement by and between PAUL HOGAN and CLARAN EGAN, residing at 1691 Boston Corners Rd., Millerton, New York 12546, 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 38,240± square feet of real property. Purchase price is \$10,100.
- a permanent easement to 0± square feet of real property. Purchase price is 0.
- a temporary easement to 0± square feet of real property. Purchase price is 0.

Located at 1689-1691 Boston Corners Road, Town of North East, Dutchess County, New York, and is further described as parcel(s) 5 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated 6/24/2010 and recorded 7/6/2010 in Document # 02 2010 3297 in the Office of the County Clerk for Dutchess County (re: Grid # 7274-00-204418),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: misc. trees (firewood).

3. PURCHASE PRICE. The total purchase price is TEN THOUSAND, ONE HUNDRED AND 00/100 DOLLARS (\$10,100.00). 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 January 30, 20 / 8. 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.

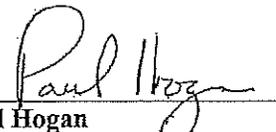
6. TERM OF TEMPORARY EASEMENT. The term of the Temporary Easement(s) shall be for three (3) years. The commencement date may be up to nine (9) months after the date of execution of the Temporary Easement. The Temporary Easement may be extended for two (2) additional one year terms at the option of the 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.

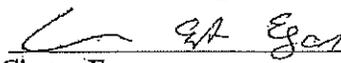
7. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
  - A. **Deed.** Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will 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 8 day of March, 2018, the parties have entered into this Agreement.

APPROVED AS TO FORM:

  
 Department of Law

Seller:   
 Paul Hogan

Seller:   
 Ciaran Egan

APPROVED AS TO CONTENT:

  
 Department of Public Works

COUNTY OF DUTCHESS

  
 Print Name: William F.X. O'Neil  
 Title: Deputy County Executive

#18-0055-12/19-PW

3/8/18



HARLEM VALLEY  
RAIL TRAIL

EXHIBIT A  
COUNTY OF DUTCHESS  
ACQUISITION MAP  
PIN 17/58.74

MAP NO. 5  
PARCEL NO. 5  
SHEET 1 OF 3 SHEETS

ORIGINALS OF THIS MAP (SHEETS 1, 2, 3)  
ARE ON FILE AT THE OFFICES OF THE  
DUTCHESS COUNTY DEPARTMENT OF  
PUBLIC WORKS.

PAUL HOGAN & CIARAN EGAN  
(REPUTED OWNERS)

PARCEL SUMMARY:  
Type: FEE  
Portion of Tax Map Ref.  
No. 133898-7274-09-204418  
Town of North East  
County of Dutchess  
State of New York

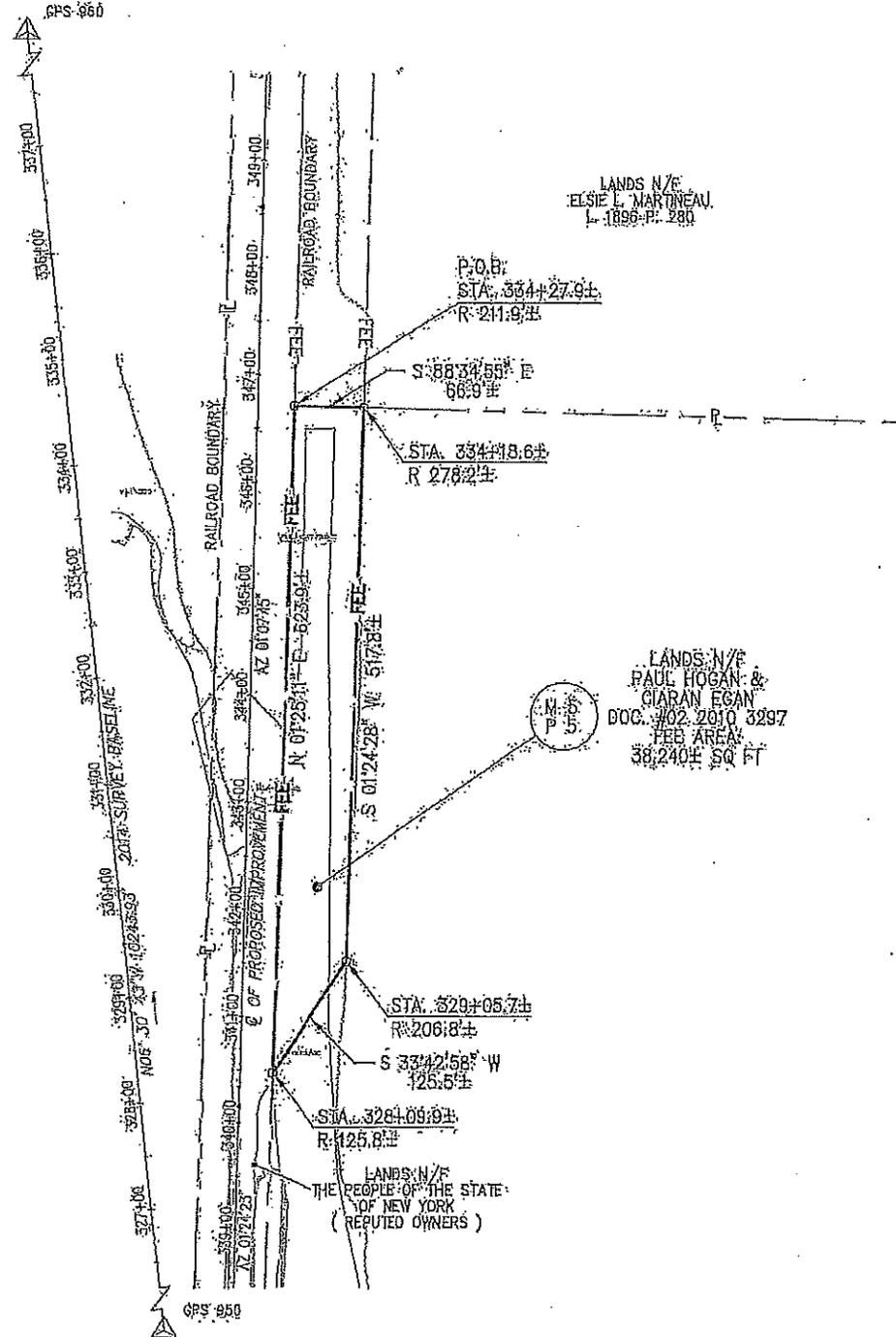
MAP REFERENCE INFORMATION:  
FM 11223 7/10/2001 & FM 11223A 12/30/2005

DOC 02.2010.3297

Parcel Location Point:

Parcel No.  
No. 117019243  
AP 75846370

TRUE NORTH AT THE 7430'  
MERIDIAN OF WEST LONGITUDE



0 100 200  
Scale in feet  
SCALE 1"=100'

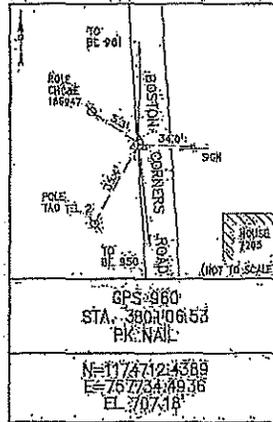
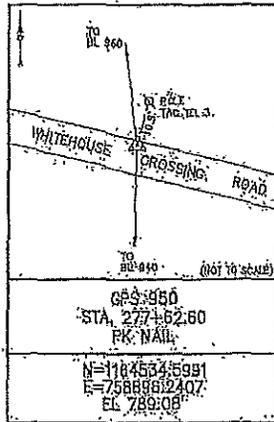


HARLEM VALLEY  
RAIL TRAIL

'EXHIBIT A'  
COUNTY OF DUTCHESS  
ACQUISITION MAP  
PIN 875374

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

ORIGINALS OF THIS MAP (SHEETS 1, 2, 3)  
ARE ON FILE AT THE OFFICES OF THE  
DUTCHESS COUNTY DEPARTMENT OF  
PUBLIC WORKS.



MAP AND DESCRIPTION OF LAND TO BE ACQUIRED BY THE COUNTY OF DUTCHESS  
FROM

PAUL HOGAN & CLARAN EGAN  
(REPUTED OWNERS)

FOR THE CONSTRUCTION OF THE HARLEM VALLEY RAIL TRAIL

All that certain piece or parcel of land situate in the Town of North East, County of Dutchess and State of New York being more particularly bounded and described as follows:

Parcel No. 5

Beginning at a point on the easterly boundary of lands now or formerly of the People of the State of New York (reputed owners) at its intersection with the property division line between lands now or formerly of Paul Hogan and Claran Egan (reputed owners) on the south and lands now or formerly of Elsie L. Martineau (reputed owner) on the north, said point being 211.9± feet distant easterly measured at right angles from Station 334+27.9± of the hereinafter described survey baseline for the construction of the Harlem Valley Rail Trail; thence North 88°34'55" East, along said property division line, a distance of 66.9± feet to a point, said point being 276.2± feet distant easterly measured at right angles from Station 334+18.6± of said baseline; thence southerly through said lands of Paul Hogan and Claran Egan (reputed owners) the following two (2) courses and distances: 1) South 01°24'28" West, a distance of 517.8± feet to a point, said point being 206.8± feet distant easterly measured at right angles from Station 329+05.7± of said baseline; and 2) South 33°42'58" West, a distance of 125.5± feet to a point on the easterly boundary of lands now or formerly of the People of the State of New York (reputed owners), said point being 125.8± feet distant easterly measured at right angles from Station 328+09.9± feet of said baseline; thence North 01°25'11" East, along said easterly boundary of the People of the State of New York (reputed owners), a distance of 623.9± feet to the point or place of beginning, said parcel being 38,240± square feet more or less.

The survey baseline is a portion of the 2014 Survey Baseline for the construction of The Harlem Valley Rail Trail, as shown on the map and described as follows: Beginning at station 277+62.60 thence N 08°30'43" W to Station 380+06.53.

All bearings referred to True North at the 74°30' Meridian of West Longitude.

**CHIA**

10 Winans Circle, P.O. Box 5268, Albany, NY 12205-0268  
Phone: (518) 433-4500 • www.chiamap.com



## Wager, Leigh

---

**From:** Hanlon, Laureen (Laurie)  
**Sent:** Thursday, September 6, 2018 3:02 PM  
**To:** Morris, Carolyn; Wager, Leigh  
**Cc:** Baiano, Chris; Kashimer, Rachel; Pantano, Gina; Smith, Anne Marie; Helmeyer, Kim; Balkind, Robert; Davis, Matthew  
**Subject:** RQST TO PULL RESOLUTION #2018229  
**Importance:** High

*This e-mail is sent on behalf of Commissioner Robert H. Balkind, P.E.*

We would like to request that Res. #2018229: CONDEMNATION PROCEEDING FOR ACQUISITION IN FEE AGAINST PAUL HOGAN AND CIARAN EGAN IN CONNECTION WITH THE HVRT PH IV PROJECT be PULLED from the Committee Agenda for today's meeting, with apologies for the late notification.

Thank you,

*Laurie*

**Laureen (Laurie) Hanlon**  
**Confidential Administrative Assistant**  
**Department of Public Works Administration**  
626 Dutchess Turnpike  
Poughkeepsie, NY 12603  
Phone: (845) 486-2085 Fax: (845) 486-6554  
e-mail: [lhanson@dutchessny.gov](mailto:lhanson@dutchessny.gov)  
[www.dutchessny.gov](http://www.dutchessny.gov)

**Please consider the environment before printing this email ~**





# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 0

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

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

Identify Line Items(s):

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

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

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

### Additional Comments/Explanation:

County Route 16 Road Improvement Project (North Quaker Lane)  
Town of Hyde Park

This Fiscal Impact Statement is for the Adoption of a Negative Declaration under SEQRA reflecting a finding of non-significance for construction of the County Route 16 Road Improvement Project. Dutchess County is the Lead Agency for the project pursuant to 6 NYCRR Part 617 (SEQRA).

Prepared by: Joseph E. Stankavage, P.E., Assistant Civil Engineer II Prepared On: 7/17/2018

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

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

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

<b>Part 1 - Project and Sponsor Information</b>			
Dutchess County			
Name of Action or Project: COUNTY ROUTE 16 ROAD IMPROVEMENT PROJECT with CULVERT H-11 REPLACEMENT			
Project Location (describe, and attach a location map): COUNTY ROAD 16 immediately north of Forest Drive) in the Town of Hyde Park			
Brief Description of Proposed Action: The project involves realignment of a substandard horizontal highway curve on the county road CR-16 between Fall Kill Rd and Forest Dr. and replacement of culvert H-11. The majority of the proposed project work falls within the existing CR-16 highway right-of-way. The County will need to acquire additional right-of-way and easements from the adjacent property owner(s) in order to modify the curve and replace the culvert. Approximately 0.108 acres of new, permanent, right-of-way will need to be acquired from parcel no. 6266-04-563456 and 6266-03-499468 to construct this project.			
Name of Applicant or Sponsor: Dutchess County DPW		Telephone: 845-486-2925	
		E-Mail:	
Address: 626 Dutchess Turnpike			
City/PO: Poughkeepsie		State: NY	Zip Code: 12601
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: DEC- Wetland Disturbance Permit, Water Quality Certification ACOE - Nationwide Wetland Permit			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 1.0 acres	
b. Total acreage to be physically disturbed?		_____ 0.89 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 0.78 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			



18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
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: _____ _____ _____	NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
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: _____ _____ _____	NO  <input checked="" type="checkbox"/>	YES  <input type="checkbox"/>
<b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor name: <u>ROBERT H. BALKWID</u>	Date: <u>7/18/18</u>	
Signature: <u>[Handwritten Signature]</u>		

Project:

Date:

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

Part 2 is to be completed by the Lead Agency.

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

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

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.

The County Route 16 Road Improvement Project will increase the radius of an existing substandard horizontal curve that has a significant accident rate. The enlarged horizontal radius will likely cause the highway construction to encroach into the adjacent areas, and wetlands proper, for NYSDEC wetland SP-19. Additionally an existing culvert carrying a NYSDEC Class C stream under this portion of County Route 16 will be replaced as part of the work. The project includes retaining walls to support the proposed road embankment in order to limit impacts and disturbance to the wetlands and stream. DCDPW will request conducting the work in accordance with conditions defined in our Standard Activity Permit (SAP) but understands that individual NYSDEC permits may be required. Additionally, Waters of the United States (WOTUS) may be impacted but under the 0.10 acre threshold such that a Nationwide Permit will be applied to this work.

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 DPW

Name of Lead Agency

Robert Balkind

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

7/18/18

Date

Commissioner

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)

# *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
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 (C)		
District 14 - Town of Wappinger	Amparo	<i>about</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018230** ADOPTION OF NEGATIVE DECLARATION FOR THE COUNTY ROUTE 16 ROAD IMPROVEMENT PROJECT (NORTH QUAKER LANE) IN THE TOWN OF HYDE PARK

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Puiver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018230** ADOPTION OF NEGATIVE DECLARATION FOR THE COUNTY ROUTE 16 ROAD IMPROVEMENT PROJECT (NORTH QUAKER LANE) IN THE TOWN OF HYDE PARK

September 12, 2018

RESOLUTION NO. 2018231

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM ANTONIETTA ST. GEORGE AS TRUSTEE OF THE EGIDIO VERSEA IRREVOCABLE TRUST U/A, IN CONNECTION WITH THE REHABILITATION OF OLD HOPEWELL ROAD (CR 28) ROUTE 9 TO ALL ANGELS HILL ROAD (CR 94) IN THE TOWN OF WAPPINGER (PIN 8755.44)

Legislators METZGER, BOLNER, JOHNSON, and THOMES offer the following and move its adoption:

WHEREAS, the Department of Public Works (DPW) has proposed the improvement of Old Hopewell Road (CR 28) Route 9 to All Angels Hill road (CR 94) in the Town of Wappinger, a project which includes the acquisition of certain portions of real property, and

WHEREAS, this Legislature in Resolution No. 2014272 approved and adopted the Full Environmental Assessment Form and Notice of Determination which stated that the Old Hopewell Road Rehabilitation Project was a Type I Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR (SEQR) and will result in no significant adverse impact on the environment, and

WHEREAS, the DPW 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 17, Parcel 18 (approximately 2,325.75+/- square feet) located at 221 Old Hopewell Road in the Town of Wappinger, described as Parcel Identification Number 135689-6157-02-740554-0000, presently owned by Antonietta St. George as Trustee of the Egidio Versea Irrevocable Trust U/A, 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 \$4,650 plus authorization to spend up to \$1,000 in related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now therefore, be it

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

RESOLVED, that upon the receipt from the property owner of an executed Deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay to the property owner the sum of \$4,650 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-149-18  
AMS/kvh/R-931-L  
08/07/18  
Fiscal Impact: See attached statement

APPROVED



MARCUS J. MOLINARO  
COUNTY EXECUTIVE

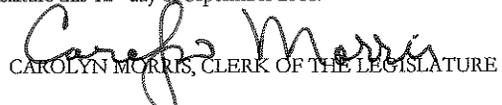
Date 9/18/2018

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.



CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 5,650

Total Current Year Revenue \$ 5,368  
and Source

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

Identify Line Items(s):

H0384.5110.3009 Roads ISTEAs

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

Nature/Reason:

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

Net County Cost (this year): \$283

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

### Additional Comments/Explanation:

This Fiscal Impact Statement Pertains to:

RESOLUTION REQUEST TO ACQUIRE A FEE ACQUISITION FROM ANTONIETTA ST. GEORGE AS TRUSTEE OF THE EGIDIO VERSEA IRREVOCABLE TRUST U/A, IN CONNECTION WITH PIN 8755.44; REHABILITATION OF OLD HOPEWELL ROAD (CR 28) ROUTE 9 TO ALL ANGELS HILL ROAD (CR 94) TOWN OF WAPPINGER, DUTCHESS COUNTY

Request authorization to acquire in Fee a 216.07+/- square meter (2,325.75+/- square foot) parcel as shown on accompanying (Map 17, Parcel 18) for the purchase price of \$4,650.00

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

Prepared by: Matthew W. Davis

2929

AGREEMENT TO PURCHASE REAL PROPERTY  
(FEE ACQUISITION)

Project: Rehabilitation of Old Hopewell Road (CR 28), US Route 9 to All Angels Hill Road (CR 94)  
PIN: 8755.44 Map: 17 Parcel: 18

This Agreement by and between Antonietta St. George as Trustee of the Egidio Versea Irrevocable Trust U/A, hereinafter referred to as the "Seller", and the COUNTY OF DUTCHESS, hereinafter referred to as the "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey a Fee acquisition to a 2,325.75± Square Foot parcel located along the northerly side of Old Hopewell Road (CR 28), in the Town of Wappinger, Dutchess County, New York, further described as:

Being a portion of those same lands described in a deed dated June 18, 2014, and recorded on June 23, 2014 as Document #02 2014 3685 in the Office of the County Clerk for Dutchess County, New York with the address 221 Old Hopewell Road (Re. Tax map No. 135689-6157-02-740554-0000), and being the same lands designated as Map 17, Parcel 18 on Exhibit "A" attached hereto.

2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Agreement: Asphalt Driveway; grass; Ash & Pine trees; stone headwall
3. **PURCHASE PRICE.** The total purchase price is Four Thousand Six Hundred Fifty Dollars (\$4,650). This price includes the acquisition of the above real property in fee acquisition as described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **PAYMENT.** All by check at closing.
5. **CLOSING DATE AND PLACE.** Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about Transfer of Title shall take place at the Dutchess County Attorney's Office, or at another mutually acceptable location, on or about June 14, 2018.
6. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
  - A. **Closing Documents.** Buyer will prepare and deliver to the Seller for execution at the time of closing the documents necessary to transfer the real property interest stated in Paragraph 1 above.
  - B. **Abstract, Bankruptcy and Tax Searches, and Acquisition Map.** Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
  - C. Buyer will be responsible for the recording of all deeds and releases in the Office of the Dutchess County Clerk.
7. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in connection with the Fee Acquisition of the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3), and paid to the appropriate party by the Buyer at the time of closing. The Buyer shall be responsible for the reimbursement to the Seller of any Lien Release Application Fees and for any Prepayment Penalties associated with the release of any liens.
8. **RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees and the real property transfer tax. 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.
9. **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.

10. ENTIRE AGREEMENT. This Agreement outlines the complete understanding of the Buyer and Seller pertaining to this acquisition. No verbal agreements or promises will be binding. This agreement must be executed by the Dutchess County Executive in order for it to be binding on the parties.

11. 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 5<sup>th</sup> day of April, 2018, the parties have entered into this Agreement.

Seller:

Antoinetta St. George as Trustee  
Antoinetta St. George

COUNTY OF DUTCHESS

Buyer:

Marcus J. Molinaro  
County Executive

APPROVED AS TO FORM:

By, \_\_\_\_\_  
County Attorney's Office

APPROVED AS TO CONTENT:

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





COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS

'EXHIBIT A'  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

PIN 8755.44

MAP NO. 18  
PARCEL NO. 19  
SHEET 2 OF 2

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

PARCEL NO. 19, A TEMPORARY EASEMENT TO BE EXERCISED FOR THE PURPOSE OF A WORK AREA IN CONNECTION WITH THE REHABILITATION OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD) TO GRADE THE SIDE SLOPES TO MEET THE EXISTING GROUND, RECONSTRUCT THE DRIVEWAY, SEEDING TO RE-ESTABLISH A GRASS SURFACE, AND PLACEMENT OF TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES FOR THE DURATION OF THIS PROJECT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF EGIDIO VERSEA (REPUTED OWNER) ON THE WEST AND THE PROPERTY OF THE EGIDIO VERSEA IRREVOCABLE TRUST (REPUTED OWNER) ON THE EAST, SAID POINT BEING 7.71m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 10+532.492± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS; THENCE NORTH 13°-14'-17" WEST ALONG SAID DIVISION LINE 1.99±m(6.5±FT.) TO A POINT 9.33±m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 10+531.341± OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF THE EGIDIO VERSEA IRREVOCABLE TRUST (REPUTED OWNER) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 71°-02'-37" EAST 3.05±m(10.0±FT.) TO A POINT 9.50±m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 10+534.394± OF SAID BASELINE AND (2) SOUTH 74°-15'-33" EAST 66.44±m(218.0±FT.) TO A POINT ON THE PROPOSED NORTHERLY BOUNDARY OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD); THE LAST MENTIONED POINT BEING 16.90±m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 10+600.412± OF SAID BASELINE; THENCE NORTH 88°-52'-07" WEST ALONG THE LAST MENTIONED PROPOSED NORTHERLY BOUNDARY OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD) 15.91±m(52.2±FT.) TO ITS INTERSECTION WITH THE FIRST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD), THE LAST MENTIONED POINT BEING 11.20±m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 10+585.563± OF SAID BASELINE; THENCE ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 75°-15'-37" WEST 5.80±m(19.0±FT.) TO A POINT 10.45±m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 10+579.816± OF SAID BASELINE; (2) NORTH 71°-09'-42" WEST 45.71±m(150.0±FT.) TO A POINT 7.83±m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 10+534.183± OF SAID BASELINE; AND (3) NORTH 71°-47'-09" WEST 1.0±m(3.3±FT.) TO THE POINT OF BEGINNING; SAID PARCEL BEING 189.37± SQUARE METERS (2,038.35± SQUARE FEET) MORE OR LESS.

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

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2005 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 28 (OLD HOPEWELL ROAD) / COUNTY ROUTE 94 (ALL ANGELS HILL ROAD) CAPACITY IMPROVEMENTS, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 10+499.804; THENCE SOUTH 67°-51'-55" EAST TO STATION 10+613.556.

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

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

Date 12-17 2015

Neil H. S. Knille  
Neil H. S. Knille, AJA, ASLA  
Commissioner of Public Works



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

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

Date December 17 2015

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

Recommended by:

Date 12/16 2015

Robert H. Baklund  
Robert H. Baklund, P.E.  
Deputy Commissioner

M.J. Engineering and Land Surveying, P.C.  
1533 Crescent Road  
Clifton Park, NY 12065

MAP NUMBER \_\_\_\_\_  
REVISED DATE \_\_\_\_\_  
DATE PREPARED \_\_\_\_\_

PREPARED BY J. BAIRD CHECKED BY R. STELLA FINAL CHECK BY J. HILL (ROBERT)

FILE NAME: P:\COUNTY OF DUTCHESS\COMPUTER\Map\18\19\2015

# *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
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 (C)		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018231** AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM ANTONIETTA ST. GEORGE AS TRUSTEE OF THE EGIDIO VERSEA IRREVOCABLE TRUST U/A, IN CONNECTION WITH THE REHABILITATION OF OLD HOPEWELL ROAD (CR 28) ROUTE 9 TO ALL ANGELS HILL ROAD (CR 94) IN THE TOWN OF WAPPINGER (PIN 8755.44)

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018231 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM ANTONIETTA ST. GEORGE AS TRUSTEE OF THE EGIDIO VERSEA IRREVOCABLE TRUST U/A, IN CONNECTION WITH THE REHABILITATION OF OLD HOPEWELL ROAD (CR 28) ROUTE 9 TO ALL ANGELS HILL ROAD (CR 94) IN THE TOWN OF WAPPINGER (PIN 8755.44)**

RESOLUTION NO. 2018232

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION  
FROM EAGLE AVENUE ENTERPRISES, LTD.,  
IN CONNECTION WITH THE IMPROVEMENT  
PROJECT ON A PORTION OF MYERS CORNERS ROAD  
(CR 93), TOWN OF WAPPINGER (PIN 8755.45)

Legislators METZGER, BOLNER, JOHNSON, THOMES, and INCORONATO offer the following and move its adoption:

WHEREAS, the Department of Public Works (DPW) has proposed the improvement of a portion of Myers Corners Road (CR 93) in the Town of Wappinger, a project which includes the acquisition of certain portions of real property, and

WHEREAS, DPW has determined that the improvement project (1) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will result in no significant adverse impact on the environment, and

WHEREAS, DPW 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 8, Parcel 11 (approximately 1,037.53 +/- square feet) located at 228 Myers Corners Road in the Town of Wappinger, Dutchess County, described as Parcel Identification Number 135689-6258-02-702520-0000, presently owned by Eagle Avenue Enterprises, Ltd., and

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

WHEREAS, the Commissioner of Public Works has recommended that the subject property be purchased for the sum of \$4,200 plus authorization to spend up to \$1,000 in related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now therefore, be it

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

RESOLVED, that upon the receipt from the property owners 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 \$4,200 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-148-18  
AMS/R-0946-WW  
08/02/18  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 9/18/2018

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 5,200

Total Current Year Revenue \$ 4,940  
and Source

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

Identify Line Items(s):  
H0384.5110.3009 Roads ISTE A

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

Nature/Reason:

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

Net County Cost (this year): \$260  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

This Fiscal Impact Statement Pertains to:  
REQUEST TO ACQUIRE A FEE ACQUISITION FROM EAGLE AVENUE ENTERPRISES, LTD,  
PIN 8755.45: MYERS CORNERS ROAD, MYERS CORNERS ROAD (CR 93) IMPROVEMENTS PROJECT  
TOWN OF WAPPINGER, DUTCHESS COUNTY, NEW YORK

Request authorization to acquire a fee acquisition of a 96.39+/- square meter (1,037.53+/- square foot) parcel as shown on accompanying (Map 8, Parcel 11) for the purchase price of \$4,200.00

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

Prepared by: Matthew W. Davis

2929

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY

Project: **Myers Corners Road (CR 93) Improvements**

PIN or CIN: **8755.45**

Maps: **08 & 61**

Parcels: **11 & 68**

This Advance Payment Agreement by and between **EAGLE AVENUE ENTERPRISES, LTD**, with offices at 228 Myers Corners Road, Wappingers Falls, New York 12590, hereinafter referred to as "Seller", and the **COUNTY OF DUTCHESS**, with offices at 22 Market Street, Poughkeepsie, New York 12601, hereinafter referred to as the "Buyer".

1. **PROPERTY DESCRIPTION.** The Seller agrees to sell, grant, convey all right, title and interest to
  - all right title and interest to 1,037.53± square feet of real property. Purchase price is \$4,200.*
  - a permanent easement to 0± square feet of real property. Purchase price is 0.*
  - a temporary easement to 2,542.92± square feet of real property. Purchase price is \$2,800.*

Located at **228 Myers Corners Road, Town of Wappinger, Dutchess County, New York** and further described as parcels **11 & 68** on Exhibit A, attached hereto.

Being a portion of those same lands described in a deed dated **February 3, 2016**, and recorded on **February 9, 2016**, as **Document # 02 2016 859** in the Office of the County Clerk for Dutchess County, (Tax Map No. **6258-02-702520**).

2. **IMPROVEMENTS INCLUDED IN THE ACQUISITION.** The following improvements, if any, now in or on the property are included in this Advance Payment Agreement: **Lawn and asphalt.**
3. **PURCHASE PRICE.** The Seller and the Buyer cannot agree upon the value of the real property interest(s) to be conveyed. The Buyer is willing to pay an amount equal to the highest approved appraisal of the just compensation for the property. This amount is **\$7,000.00**. This amount includes the real property interest(s) described in Paragraph 1 and the improvements described in Paragraph 2. The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the execution and delivery to the Buyer of all documents which the Buyer, deems necessary to authorize payment and to convey to the Buyer clear title to the property described in paragraph 1 subject to the claim of the Seller. The parties agree that the Seller's right of the advance payment shall not be conditioned on the waiver of any other right.
4. **CLOSING.** Payment of **\$7,000.00** will be made by the Buyer to the Seller on or about **March 30, 2018**. This Agreement may be subject to the approval of the Dutchess County Legislature.
5. **CLAIM.** In accordance with Article 5 of the New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim in the Dutchess County Supreme Court. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This

Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.

6. **FILING OF CLAIM.** It is understood and agreed by and between the parties hereto, that if the Seller intends to file a claim for additional compensation in the Dutchess County Supreme Court, he/she/it must file the claim within one (1) year from the date of the execution of this Agreement.
7. If the Seller fails to file the claim in the time period stated, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.
8. **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 \$934.00 with said written notification to the Seller.
9. **MARKETABILITY OF TITLE.** Buyer shall pay for the costs associated with curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. The Seller agrees to cooperate with the Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph three (3) and paid to the appropriate party by the Buyer. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.
10. **RECORDING COSTS, & CLOSING ADJUSTMENTS.** Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of conveyance: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
11. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The aforesaid terms, agreements and understandings shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
12. **ENTIRE AGREEMENT.** This Advance Payment Agreement when signed by both the Buyer and the Seller will be the record of the complete Advance Payment Agreement between the Buyer and Seller concerning the acquisition of the property. No verbal agreements or promises will be binding.
13. **NOTICES.** All notices under this Advance Payment Agreement shall be deemed delivered upon receipt. Any notices relating to this Advance Payment Agreement may be given by the attorneys for the parties.

14. PROJECT RELATED IMPROVEMENTS. The following improvements will occur within this acquisition as a result of the Myers Corners Road (CR 93) Improvements Project, PIN 8755.45; Including, but not limited to the following: \_\_\_\_\_

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, the parties have entered into this Advance Payment Agreement.

**EAGLE AVENUE ENTERPRISES, LTD**

APPROVED AS TO FORM:

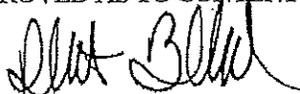
\_\_\_\_\_  
Department of Law

Seller: \_\_\_\_\_

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

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

APPROVED AS TO CONTENT:

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

**COUNTY OF DUTCHESS**

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

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

**'EXHIBIT A'**  
**COUNTY OF DUTCHESS**  
**DEPARTMENT OF PUBLIC WORKS**

MAP NO. 8  
 PARCEL NO. 11  
 SHEET 1 OF 2



**REALIGNMENT OF**  
**COUNTY ROUTE 93**  
**MYERS CORNERS ROAD**

PIN 8755.45

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

**EAGLE AVENUE ENTERPRISES, LTD.**  
 (REPUTED OWNER)

Town of Wappinger  
 County of Dutchess  
 State of New York

DOCUMENT# 02-2016-859

REPUTED OWNER:

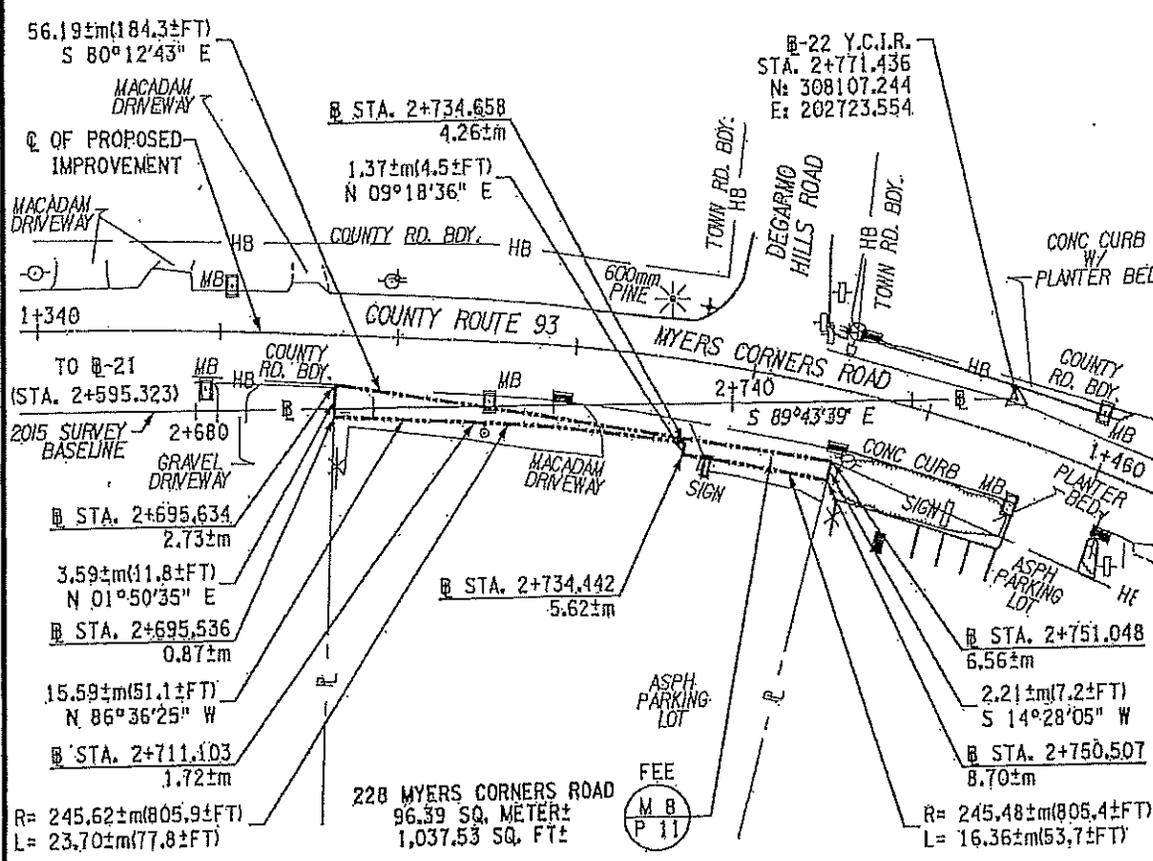
**EAGLE AVENUE ENTERPRISES, LTD.**  
 1059 WASHINGTON AVENUE  
 BRONX, NY 10456

**ACQUISITION DESCRIPTION:**

Type: FEE  
 Portion of Real Property Tax  
 Parcel ID No.  
 135589-6258-02-702520-0000

**MAP REFERENCE:**

Lot No. B1 on a map entitled "Plat of A & J Parsons, Inc. Subdivision" and filed in the Dutchess County Clerk's Office on March 14, 1988 as Filed Map# 8322.



R= 245.62±m(805.9±FT)  
 L= 23.70±m(77.8±FT)

**228 MYERS CORNERS ROAD**  
 96.39 SQ. METER±  
 1,037.53 SQ. FT±

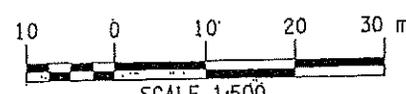
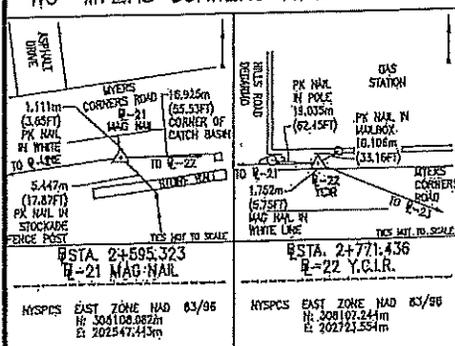
R= 245.48±m(805.4±FT)  
 L= 16.36±m(53.7±FT)

**HELEN S. PARSONS**  
 (REPUTED OWNER)

**EAGLE AVENUE ENTERPRISES, LTD.**  
 (REPUTED OWNER)

**SHANE MODI, LLC.**  
 (REPUTED OWNER)

**232 MYERS CORNERS ROAD**



SCALE 1:500  
 ONE METER EQUALS 3.280833333 FEET.  
 ONE SQUARE METER EQUALS 10.7638673611 SQUARE FEET.

MAP NUMBER **MAP B-R1**  
 REVISED DATE **03/28/18**  
 DATE PREPARED **09/07/17**

PREPARED BY **G. COOPER** CHECKED BY **R. DIEML** FINAL CHECK BY **J. WILKINSON**

FILE NAME: C:\WORK\2016\02\21 MYERS CORNERS CORRIDOR ACQUISITION Map No. 8 (18) 11.dwg



## *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
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 (C)		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		
Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2018232** AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM EAGLE AVENUE ENTERPRISES, LTD., IN CONNECTION WITH THE IMPROVEMENT PROJECT ON A PORTION OF MYERS CORNERS ROAD (CR 93), TOWN OF WAPPINGER (PIN 8755.45)

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
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District 1 - Town of Poughkeepsie	Llaverias		
District 3 - Town of LaGrange	Borchert		
District 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
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District 22 - Towns of Beekman and Union Vale	Garito		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018232 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM EAGLE AVENUE ENTERPRISES, LTD., IN CONNECTION WITH THE IMPROVEMENT PROJECT ON A PORTION OF MYERS CORNERS ROAD (CR 93), TOWN OF WAPPINGER (PIN 8755.45)**

September 12, 2018

RESOLUTION NO. 2018233

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION  
FROM RANKIN H. BETTCHER AND SANDRA L. BETTCHER,  
IN CONNECTION WITH THE IMPROVEMENTS TO BEEKMAN  
ROAD (CR 9) IN THE TOWNS OF EAST FISHKILL  
AND BEEKMAN (PIN 8755.38)

Legislators METZGER, HORTON, BOLNER, JOHNSON, and THOMES offer the following and move its adoption:

WHEREAS, the Department of Public Works (DPW) has proposed improvements to Beekman Road in the Towns of East Fishkill and Beekman, a project which includes the acquisition of certain portions of real property, and

WHEREAS, this Legislature in Resolution No. 2014271 approved and adopted the Full Environmental Assessment Form and Notice of Determination which stated that the Beekman Road Improvement Project was a Type I Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR (SEQR) and would not have a significant adverse impact on the environment, and

WHEREAS, the DPW 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 50, Parcel 51 (approximately 601.81 +/- square feet) located at 754 Beekman Road in the Town of Beekman, described as Parcel Identification Number 132800-6658-00-364376-0000, present owned by Rankin H. Bettcher and Sandra L. Bettcher, 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 \$2,800 plus authorization to spend up to \$1,000 in related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now therefore, be it

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

RESOLVED, that upon the receipt from the property owner of an executed Deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay to the property owner the sum of \$2,800 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-147-18  
AMS/kvh/R-0934-QQ  
08/02/18  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 9/18/18

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 3,800

Total Current Year Revenue \$ 3,610  
and Source

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

Identify Line Items(s):

H0384.5110.3009 Roads ISTE A

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

Nature/Reason:

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

Net County Cost (this year): \$190  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

This Fiscal Impact Statement Pertains to:

RESOLUTION REQUEST TO ACQUIRE A FEE ACQUISITION FROM RANKIN H. BETTCHER AND SANDRA L. BETTCHER, IN CONNECTION WITH PIN 8755.38: BEEKMAN ROAD (CR 9) IMPROVEMENTS, TOWNS OF EAST FISHKILL AND BEEKMAN, DUTCHESS COUNTY

Request authorization to acquire a fee acquisition of a 55.91+/- square meter, (601.81+/- square foot) parcel as shown on (Map 50, Parcel 51) for the purchase price of \$2,800,000

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

Prepared by: Matthew W. Davis

2929

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Beekman Road (CR 9) Highway Improvements  
PIN OR CIN: 8755.38

Map: 50

Parcel: 51

This Agreement by and between **RANKIN H. BETTCHER AND SANDRA L. BETTCHER**, residing at 754 Beekman Road, Hopewell Junction, New York 12533, 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 601.81± square feet of real property. Purchase price is \$2,800.

*a permanent easement* to 0± square feet of real property. Purchase price is 0.

*a temporary easement* to 0± square feet of real property. Purchase price is 0.

Located at 754 Beekman Road, Town of Beekman, Dutchess County, New York, and is further described as parcel 51 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated January 31, 1979 and recorded February 5, 1979 in Liber 1501 at Page 659 in the Office of the County Clerk for Dutchess County (re: Grid # 6658-00-364376),

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: **asphalt , trees, and lawn.**

3. PURCHASE PRICE. The total purchase price is **TWO THOUSAND, EIGHT HUNDRED AND 00/100 DOLLARS (\$2,800.00)**. 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 \_\_\_\_\_, 20\_\_\_\_. 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 24 day of MAY, 2018, the parties have entered into this Agreement.

APPROVED AS TO FORM:

Seller: Rankin H. Bettcher Jr  
Rankin H. Bettcher

Department of Law

Seller: Sandra L Bettcher  
Sandra L. Bettcher

APPROVED AS TO CONTENT:

COUNTY OF DUTCHESS

[Signature]  
Department of Public Works

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

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



COUNTY ROUTE 9 (BEEKMAN ROAD) TACONIC STATE PARKWAY TO COUNTY ROUTE 10 (SYLVAN LAKE ROAD)

'EXHIBIT A'  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

PIN 8755.38

MAP NO. 50  
PARCEL NO. 51  
SHEET 1 OF 2

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

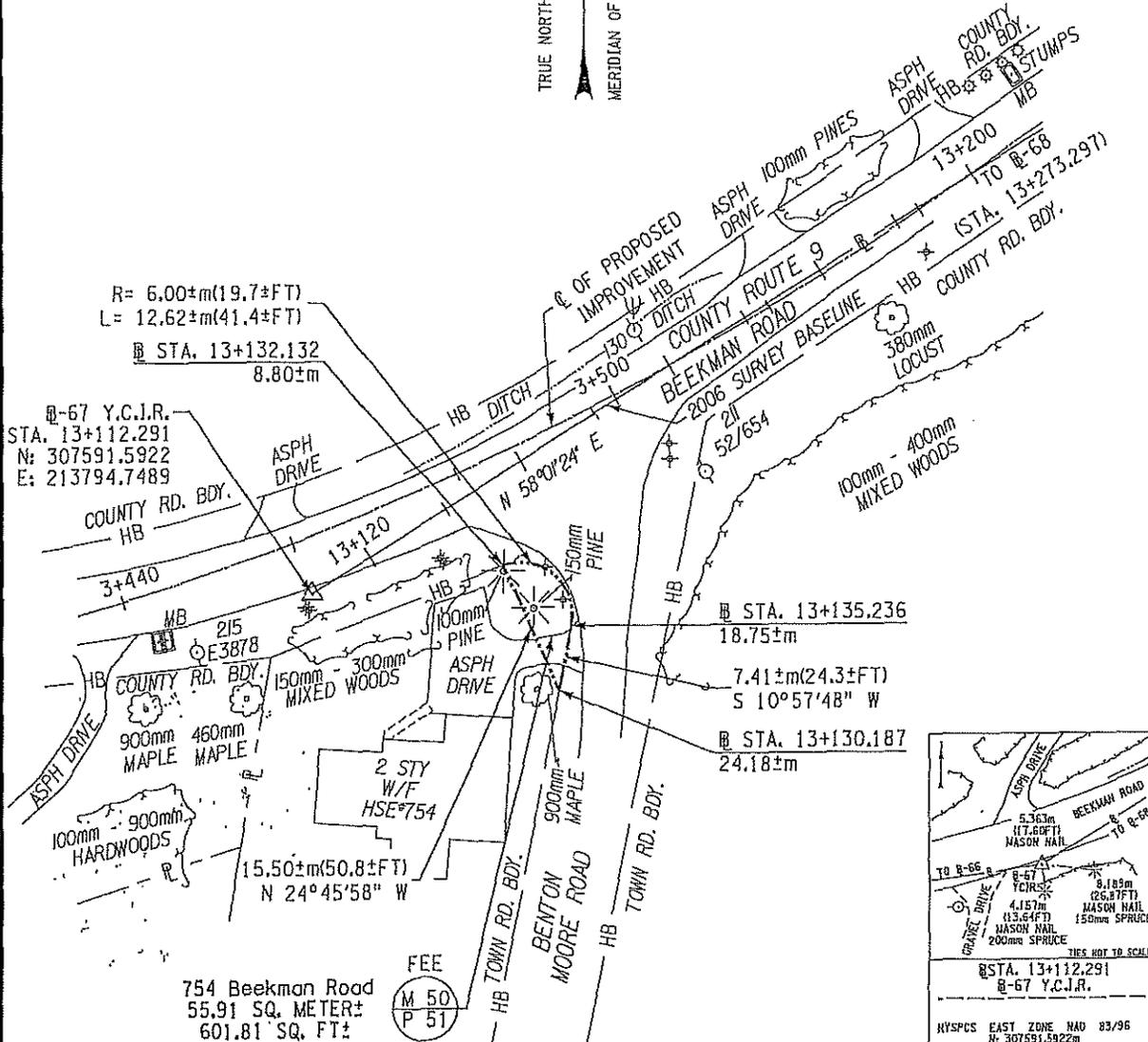
RANKIN H. BETTCHER  
& SANDRA L. BETTCHER  
(REPUTED OWNERS)  
L. 1501 P. 0659

Town of Beekman  
County of Dutchess  
State of New York

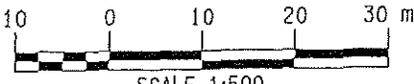
ACQUISITION DESCRIPTION:

Type: FEE  
Portion of Real Property Tax  
Parcel ID No.  
132200-6658-00-364376-0000

REPUTED OWNERS:  
RANKIN H. BETTCHER  
& SANDRA L. BETTCHER  
754 Beekman Road  
Hopewell Junction, NY 12533



RANKIN H. BETTCHER  
& SANDRA L. BETTCHER  
(REPUTED OWNERS)



MAP NUMBER \_\_\_\_\_  
REVISED DATE \_\_\_\_\_  
DATE PREPARED \_\_\_\_\_

5.36m (17.60FT) MASON NAIL TO R-68  
8.185m (26.87FT) MASON NAIL 150mm SPRUCE  
4.157m (13.64FT) MASON NAIL 200mm SPRUCE TIES NOT TO SCALE  
B-67 Y.C.I.R. STA. 13+112.291  
B-67 Y.C.I.R.  
NYSPCS EAST ZONE NAD 83/96  
N: 307591.5922m  
E: 213794.7489m

4.157m (13.64FT) MASON NAIL TO R-69  
6.117m (20.07FT) MASON NAIL 450mm OAK  
10.012m (32.85FT) MASON NAIL UP 127 TIES NOT TO SCALE  
B-68 Y.C.I.R. STA. 13+273.297  
B-68 Y.C.I.R.  
NYSPCS EAST ZONE NAD 83/96  
N: 307676.6576m  
E: 213831.3249m



COUNTY ROUTE 9 (BEEKMAN ROAD) TACONIC STATE PARKWAY TO COUNTY ROUTE 10 (SYLVAN LAKE ROAD)

'EXHIBIT A'  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

PIN 8755.38

MAP NO. 50  
PARCEL NO. 51  
SHEET 2 OF 2

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

ALL THAT PIECE OR PARCEL OF PROPERTY HEREINAFTER DESIGNATED AS PARCEL NO. 51, SITUATE IN THE TOWN OF BEEKMAN, COUNTY OF DUTCHESS, STATE OF NEW YORK, AS SHOWN ON THE ACCOMPANYING MAP AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF COUNTY ROUTE 9 (BEEKMAN ROAD) AT THE INTERSECTION OF SAID BOUNDARY WITH THE WESTERLY BOUNDARY OF BENTON MOORE ROAD, SAID POINT BEING 8.80±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 13+132.132± OF THE HEREINAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF A PORTION OF COUNTY ROUTE 9 (BEEKMAN ROAD); THENCE ALONG THE LAST MENTIONED WESTERLY BOUNDARY OF BENTON MOORE ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 6.00±m(19.7±FT.), A DISTANCE OF 12.62±m (41.4±FT.) TO A POINT 18.75±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 13+135.236± OF SAID BASELINE; AND (2) SOUTH 10°-57'-48" WEST 7.41±m(24.3±FT.) TO A POINT 24.18±m DISTANT SOUTHEASTERLY MEASURED AT RIGHT ANGLES FROM STATION 13+130.187± OF SAID BASELINE; THENCE NORTH 24°-45'-58" WEST THROUGH THE PROPERTY OF RANKIN H. BETTCHER AND SANDRA L. BETTCHER (REPUTED OWNERS) 15.50±m(50.8±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 55.91± SQUARE METERS (1601.81± SQUARE FEET) MORE OR LESS.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 9 (BEEKMAN ROAD) AND DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 13+112.291; THENCE NORTH 58°-01'-24" EAST TO STATION 13+273.297.

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

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

Date Oct 2 2017

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



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

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

Date SEPTEMBER 15th 2017

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

M.J. Engineering and Land Surveying, P.C.  
1533 Crescent Road  
Clifton Park, NY 12065

MAP NUMBER \_\_\_\_\_  
REVISED DATE \_\_\_\_\_  
DATE PREPARED \_\_\_\_\_

# *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
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 (C)		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 11      0  
           Yes        No  
 Abstentions: 0

**2018233** AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM RANKIN H. BETTCHER AND SANDRA L. BETTCHER, IN CONNECTION WITH THE IMPROVEMENTS TO BEEKMAN ROAD (CR 9) IN THE TOWNS OF EAST FISHKILL AND BEEKMAN (PIN 8755.38)

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018233** AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM RANKIN H. BETTCHER AND SANDRA L. BETTCHER, IN CONNECTION WITH THE IMPROVEMENTS TO BEEKMAN ROAD (CR 9) IN THE TOWNS OF EAST FISHKILL AND BEEKMAN (PIN 8755.38)

September 12, 2018

RESOLUTION NO. 2018234

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION  
FROM IDONI E. MATTHEWS, IN CONNECTION WITH  
THE IMPROVEMENTS TO BEEKMAN ROAD (CR 9) IN THE  
TOWNS OF EAST FISHKILL AND BEEKMAN (PIN 8755.38)

Legislators METZGER, HORTON, BOLNER, JOHNSON, and THOMES offer the following and move its adoption:

WHEREAS, the Department of Public Works (DPW) has proposed improvements to Beekman Road in the Town of East Fishkill, a project which includes the acquisition of certain portions of real property, and

WHEREAS, this Legislature in Resolution No. 2014271 approved and adopted the Full Environmental Assessment Form and Notice of Determination which stated that the Beekman Road Improvement Project was a Type I Action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR (SEQR), and would not have a significant adverse impact on the environment, and

WHEREAS, the DPW 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 10, Parcel 10 (approximately 1,436.87+/- square feet) located at 4 Champlain Drive in the Town of East Fishkill, described as Parcel Identification Number 132800-6558-04-787291-0000, present owned by Idoni E. Matthews, 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 \$3,000 plus authorization to spend up to \$1,000 in related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now therefore, be it

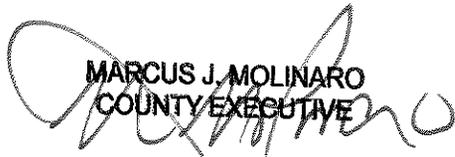
RESOLVED, that the County Executive or his designee is authorized to execute the Agreement to Purchase Real Property in substantially the same form as annexed hereto along with any other necessary documents in connection with this acquisition, and be it further

RESOLVED, that upon the receipt from the property owner of an executed Deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay to the property owner the sum of \$3,000 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-146-18  
AMS/kvh/R-0934-N  
08/02/18  
Fiscal Impact: See attached statement

APPROVED

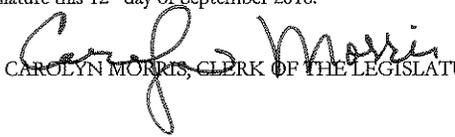
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 9-18-2018

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

**FISCAL IMPACT STATEMENT**

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 4,000

Total Current Year Revenue \$ 3,800  
and Source

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

Identify Line Items(s):  
H0384.5110.3009 Roads ISTEAs

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

Nature/Reason:

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

Net County Cost (this year): \$200  
Over Five Years: \_\_\_\_\_

**Additional Comments/Explanation:**

This Fiscal Impact Statement Pertains to:  
RESOLUTION REQUEST TO ACQUIRE A FEE ACQUISITION FROM IDONI E. MATTHEWS, IN CONNECTION WITH  
PIN 8755.38: BEEKMAN ROAD (CR 9) IMPROVEMENTS, TOWNS OF EAST FISHKILL AND BEEKMAN, DUTCHESS  
COUNTY

Request authorization to acquire a fee acquisition of a 133.49+/- square meter (1,436.87+/- square foot) parcel as shown  
on accompanying (Map 10, Parcel 10) for the purchase price of \$3,000.00

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

Prepared by: Matthew W. Davis 2929

AGREEMENT TO PURCHASE REAL PROPERTY

Project: **Beekman Road (CR 9) Highway Improvements**

PIN OR CIN: **8755.38**

Map: **10**

Parcel: **10**

This Agreement by and between **IDONI E. MATTHEWS**, residing at 4 Champlain Drive, Hopewell Junction, New York 12533, 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 1,436.87± square feet of real property. Purchase price is \$3,000.*

*a permanent easement to 0.00± square feet of real property. Purchase price is 0.*

*a temporary easement to 0.00± square feet of real property. Purchase price is 0.*

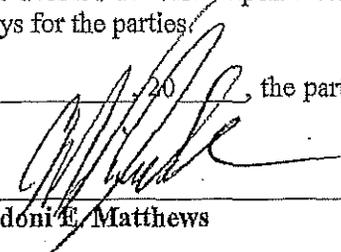
Located at 4 Champlain Drive, Town of East Fishkill, Dutchess County, New York, and is further described as parcel 10 on Exhibit "A", attached hereto.

Being a portion of those same lands described in that certain deed dated May 6, 2004 and recorded July 14, 2004 as Instrument # 2004-7052 in the Office of the County Clerk for Dutchess County (re: Grid # 6558-04-787291),

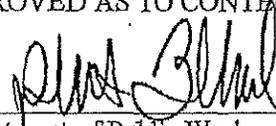
2. **IMPROVEMENTS INCLUDED IN THE PURCHASE.** The following improvements, if any, now in or on the property are included in this Agreement: **bushes, trees and lawn.**
3. **PURCHASE PRICE.** The total purchase price is **THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00)**. This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.
4. **CLOSING DATE AND PLACE.** Transfer of Title shall take place through the mail or at a mutually acceptable location, on or about \_\_\_\_\_, 20\_\_\_\_. 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 \_\_\_\_\_, 20\_\_\_\_, the parties have entered into this Agreement.

APPROVED AS TO FORM: Seller:   
Idoni T. Matthews

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

APPROVED AS TO CONTENT:  
  
\_\_\_\_\_  
Department of Public Works

COUNTY OF DUTCHESS  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



COUNTY ROUTE 9 (BEEKMAN ROAD) TACONIC STATE PARKWAY TO COUNTY ROUTE 10 (SYLVAN LAKE ROAD)

'EXHIBIT A'  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

PIN 8755.38

MAP NO. 10  
PARCEL NO. 10  
SHEET 1 OF 2

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

IDONI E. MATTHEWS  
(REPUTED OWNER)

DOCUMENT # 02-2004-7052

Town of East Fishkill  
County of Dutchess  
State of New York

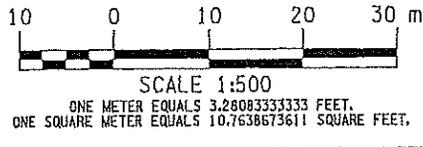
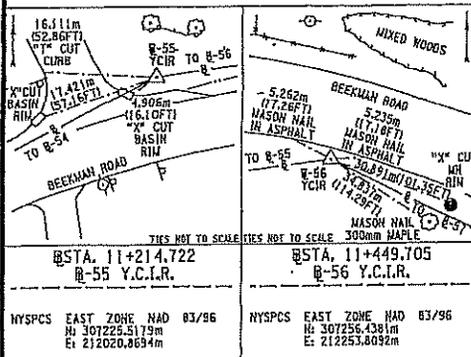
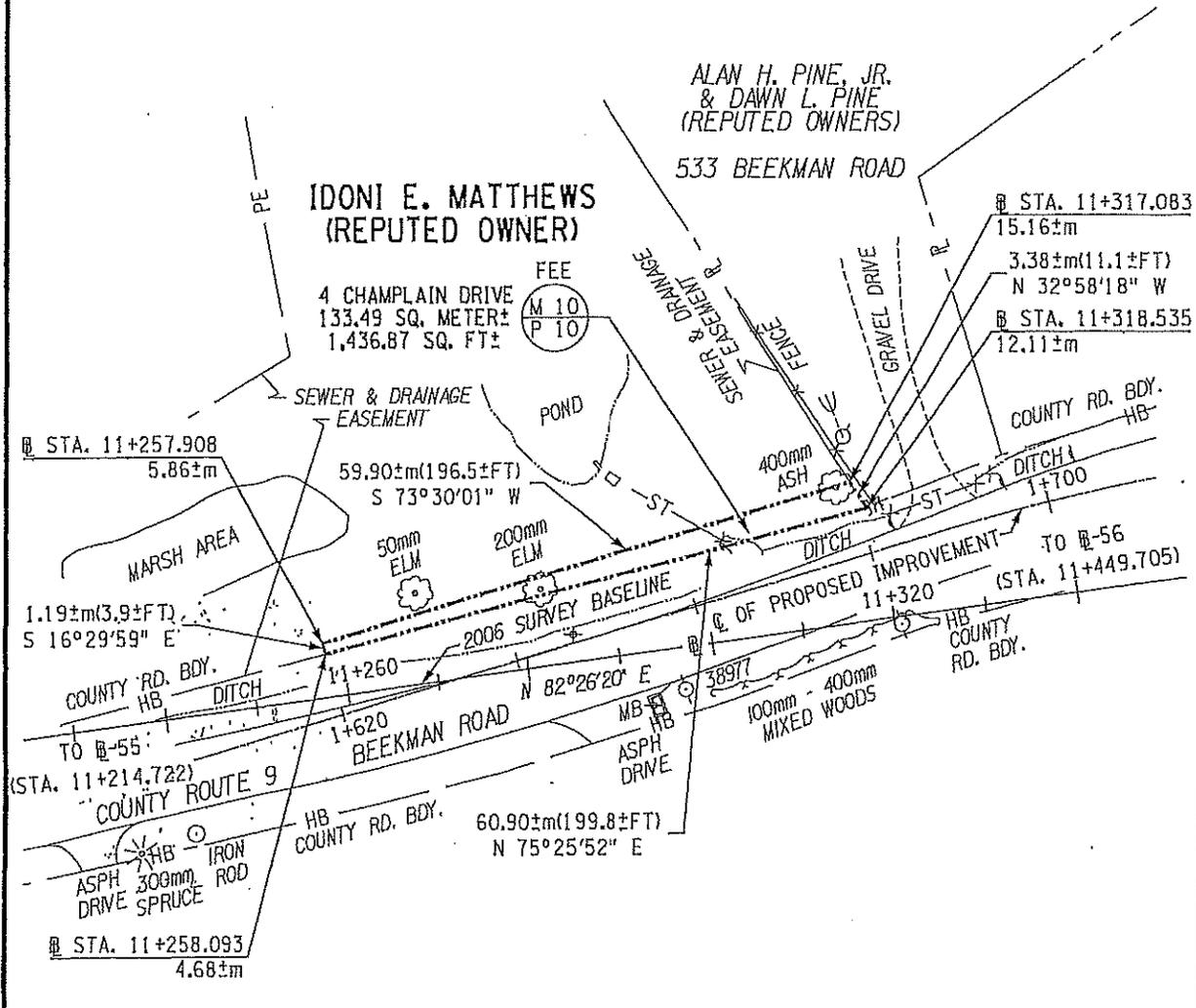
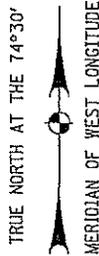
ACQUISITION DESCRIPTION:

Type: FEE  
Portion of Real Property Tax  
Parcel ID No.  
132800-6558-04-787291-0000

MAP REFERENCE:

Lot No.1 on certain map entitled "Final Subdivision Plot for the Sagamar Subdivision-Phase I" dated March 27, 1998 and filed in the Dutchess County Clerk's Office on September 21, 2000 as Filed Map\*11065.

REPUTED OWNER:  
IDONI E. MATTHEWS  
4 Champlain Drive  
Hopewell Junction, NY 12533



MAP NUMBER \_\_\_\_\_  
REVISED DATE \_\_\_\_\_  
DATE PREPARED \_\_\_\_\_

FILE NAME: C:\arc\GIS\BIB\BIB\Map\_Hopewell\BIB10.dwg



COUNTY ROUTE 9 (BEEKMAN ROAD) TACONIC STATE PARKWAY TO COUNTY ROUTE 10 (SYLVAN LAKE ROAD)

'EXHIBIT A'  
COUNTY OF DUTCHESS  
DEPARTMENT OF PUBLIC WORKS

PIN 8755.38

MAP NO. 10  
PARCEL NO. 10  
SHEET 2 OF 2

Map of property which the Commissioner of Public Works deems necessary to be acquired in the name of the People of the County of Dutchess in fee acquisition, for purposes connected with the highway system of the County of Dutchess, pursuant to Section 11B of the Highway Law and Eminent Domain Procedure Law.

All that piece or parcel of property hereinafter designated as Parcel No. 10, situate in the Town of East Fishkill, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF COUNTY ROUTE 9 (BEEKMAN ROAD), AT THE INTERSECTION OF SAID BOUNDARY WITH THE DIVISION LINE BETWEEN THE PROPERTY OF ALAN H. PINE, JR. AND DAWN L. PINE (REPUTED OWNERS) ON THE EAST AND THE PROPERTY OF IDONI E. MATTHEWS (REPUTED OWNER) ON THE WEST, SAID POINT BEING 12.11±m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 11+318.535± OF THE HEREAFTER DESCRIBED SURVEY BASELINE FOR THE RECONSTRUCTION OF A PORTION OF COUNTY ROUTE 9 (BEEKMAN ROAD); THENCE NORTH 32°-58'-18" WEST ALONG SAID DIVISION LINE 3.38±m(11.1±FT.) TO A POINT 15.16±m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 11+317.083± OF SAID BASELINE; THENCE THROUGH THE PROPERTY OF IDONI E. MATTHEWS (REPUTED OWNER) THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) SOUTH 73°-30'-01" WEST 59.90±m(196.5±FT.) TO A POINT 5.86±m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 11+257.908 OF SAID BASELINE; AND (2) SOUTH 16°-29'-59" EAST 1.19±m(3.9±FT.) TO A POINT ON THE FIRST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 9 (BEEKMAN ROAD), THE LAST MENTIONED POINT BEING 4.68±m DISTANT NORTHERLY MEASURED AT RIGHT ANGLES FROM STATION 11+258.093 OF SAID BASELINE; THENCE NORTH 75°-25'-52" EAST ALONG THE LAST MENTIONED NORTHERLY BOUNDARY OF COUNTY ROUTE 9 (BEEKMAN ROAD) 60.90±m(199.8±FT.) TO THE POINT OF BEGINNING, SAID PARCEL BEING 133.49± SQUARE METERS (1,436.87± SQUARE FEET) MORE OR LESS.

SUBJECT TO THE EASEMENT RIGHTS WHICH APPLY TO A SEWER AND DRAINAGE EASEMENT AS SHOWN ON THE ABOVE MAP AND DESIGNATED AS AN EXISTING SEWER AND DRAINAGE EASEMENT.

THE ABOVE MENTIONED SURVEY BASELINE IS A PORTION OF THE 2006 SURVEY BASELINE FOR THE RE-CONSTRUCTION OF COUNTY ROUTE 9 (BEEKMAN ROAD) AND DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 11+214.722; THENCE NORTH 82°-25'-20" EAST TO STATION 11+449.705.

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

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 SEPTEMBER 15<sup>th</sup> 2017

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

M.J. Engineering and Land Surveying, P.C.  
1533 Crescent Road  
Clifton Park, NY 12065

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

Date Oct. 2 2017

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



MAP NUMBER \_\_\_\_\_  
REVISED DATE \_\_\_\_\_  
DATE PREPARED \_\_\_\_\_

FILE NAME \* 050314-002-0001.dwg

## *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
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 (C)		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018234** AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM IDONI E. MATTHEWS, IN CONNECTION WITH THE IMPROVEMENTS TO BEEKMAN ROAD (CR 9) IN THE TOWNS OF EAST FISHKILL AND BEEKMAN (PIN 8755.38)

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018234 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM IDONI E. MATTHEWS, IN CONNECTION WITH THE IMPROVEMENTS TO BEEKMAN ROAD (CR 9) IN THE TOWNS OF EAST FISHKILL AND BEEKMAN (PIN 8755.38)**

RESOLUTION NO. 2018235

RE: AUTHORIZING THE RE-NAMING OF COUNTY ROUTE 27/LIME KILN ROAD  
LOCATED IN THE TOWN OF EAST FISHKILL

Legislators METZGER, PULVER, SAGLIANO, and JOHNSON offer the following and  
move its adoption:

WHEREAS, in the Town of East Fishkill there exists a road commonly known as Lime  
Kiln Road, which runs from East Hook Cross Road to NYS Route 52, which is separated by  
Interstate Route 84, with the Town of East Fishkill owning the portion of the highway located to  
the south of Interstate Route 84, and the County owned highway, County Route 27, to the north  
of Interstate Route 84, and

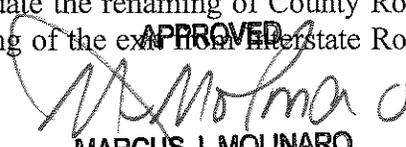
WHEREAS, the Town of East Fishkill has created an economic redevelopment zone  
which includes the former IBM campus which was accessed from Interstate Route 84 and NYS  
Route 52 by County Route 27/Lime Kiln Road, and

WHEREAS, the Town Board of the Town of East Fishkill by Resolution No. 086/2018  
has requested that the County consider renaming the County portion of Lime Kiln Road to  
support economic development and improvement of the town tax base by creating an identity for  
the area, and

WHEREAS, said Town Board Resolution requests that the County rename County Route  
27/Lime Kiln Road to County Route 27/iPark Boulevard, now, therefore, be it

RESOLVED, that the entirety of County Route 27/Lime Kiln Road consisting of  
approximately 1.27 miles between Interstate Route 84 and NYS Route 52 be renamed as County  
Route 27/iPark Boulevard, and, be it further

RESOLVED, that the Dutchess County Department of Public Works is hereby authorized  
and empowered to take any and all steps necessary to effectuate the renaming of County Route  
27 in conjunction with and in coordination with any re-signing of the exit from Interstate Route  
84 by the New York State Department of Transportation.

**APPROVED**  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

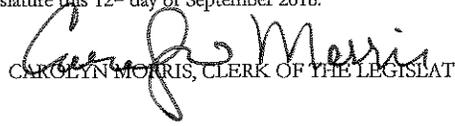
Date 9/18/2018

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with  
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that  
the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 800

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): \$800  
Over Five Years: \_\_\_\_\_

### Additional Comments/Explanation:

Road signage costs would total approximately \$800. Any clerical work to alter maps or databases would be within the scope of current job duties and have no additional cost. The County will not be funding signage costs incurred by the Town of East Fishkill, State of New York or United States Federal Government.

Prepared by: ROBERT BALKIND

Prepared On: 9/6/18

## Morris, Carolyn

---

**From:** Balkind, Robert  
**Sent:** Tuesday, September 4, 2018 12:47 PM  
**To:** Morris, Carolyn  
**Cc:** Joseph, Nick; Wager, Leigh; Metzger, John D.; Volkman, Scott; Baiano, Chris  
**Subject:** RE: LIME KILN ROAD

Carolyn,  
DPW can find the funds within our existing operating budget (or in 2019 if needed.) Thanks for asking though!  
-bob

**Robert H. Balkind, P.E.**  
**Commissioner**  
**Dutchess County Department of Public Works**  
626 Dutchess Turnpike  
Poughkeepsie, NY 12603  
Phone: (845) 486-2085 Fax: (845) 486-6554  
Email: [rbalkind@dutchessny.gov](mailto:rbalkind@dutchessny.gov)

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

**From:** Morris, Carolyn <[cmorris@dutchessny.gov](mailto:cmorris@dutchessny.gov)>  
**Sent:** Wednesday, August 29, 2018 11:16 AM  
**To:** Balkind, Robert <[rbalkind@dutchessny.gov](mailto:rbalkind@dutchessny.gov)>  
**Cc:** Joseph, Nick <[njoseph@dutchessny.gov](mailto:njoseph@dutchessny.gov)>; Wager, Leigh <[lwager@dutchessny.gov](mailto:lwager@dutchessny.gov)>; Metzger, John D. <[metzger4dc@gmail.com](mailto:metzger4dc@gmail.com)>; Volkman, Scott <[svolkman@srddlaw.com](mailto:svolkman@srddlaw.com)>; Baiano, Chris <[cbaiano@dutchessny.gov](mailto:cbaiano@dutchessny.gov)>  
**Subject:** LIME KILN ROAD

Good morning Bob:

I received the fiscal impact for changing a section of Lime Kiln Road to iPark Boulevard.

Do you have money in your budget to cover the fiscal impact or would we need to take the \$800 from the contingency fund.

Please let me know and have a great day.

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



P.W. + CP

**RESOLUTION-086/2018  
(A RESOLUTION REQUESTING CONSIDERATION OF  
CHANGING LIME KILN ROAD TO iPARK BOULEVARD)**

**WHEREAS**, an Economic Redevelopment Zone has been created and has been named iPark; and

**WHEREAS**, said Redevelopment Zone is located at the intersection of Interstate 84 and Lime Kiln Road; and

**WHEREAS**, in keeping with supporting economic redevelopment and improvement of the town tax base, the Town Board is asking that the County consider renaming their part of Lime Kiln Road in East Fishkill iPark Boulevard; and

**WHEREAS**, it would appear that this would assist in creating an identity for the area and would encourage New York State DOT to indicate the name change on the exit from Interstate 84,

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of East Fishkill hereby requests that the Dutchess County Legislature rename their part of Lime Kiln Road also known as County Route 27 as iPark Boulevard; and

**BE IT FURTHER RESOLVED**, that said change be made effective as soon as possible.

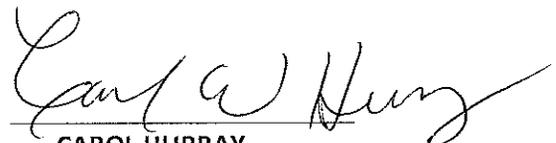
**BY ORDER OF THE TOWN BOARD  
CAROL HURRAY, TOWN CLERK**

**DATED: JUNE 28, 2018  
EAST FISHKILL, NY**

I, **CAROL HURRAY**, the duly qualified and acting Clerk for the Town of East Fishkill Town Board, Dutchess County, State of New York, do hereby certify that attached hereto is a true and correct copy of an extract from the minutes of a regular/adjourned meeting of the Town Board of the Town of East Fishkill, held on the 28 day of June, 2018 and that the Resolution set forth herein is a true and correct copy of the t of the Town Board of said Town adopted at said meeting.

I **FURTHER CERTIFY** that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of the said Town, 10 day of July, 2018

  
**CAROL HURRAY**  
TOWN CLERK

Background Res # 235

----- Original message -----

From: Richard Finger <[richardtfinger@gmail.com](mailto:richardtfinger@gmail.com)>

Date: 09/03/2018 11:18 PM (GMT-05:00)

To: [margehortondcleg@aol.com](mailto:margehortondcleg@aol.com)

Subject: Renaming of Lime Kiln Road

Rep. Horton,

As a constituent and fellow republican I humbly ask that you do whatever is in your power to prevent the renaming of Lime Kiln Road to iPark Road. This pandering to an already done deal is a smack in the face to those of us with Lome Kiln Road addresses and more importantly cheapens the value of our community via this free corporate sponsorship.

Regards,

Richard Finger

236 Lime Kiln Road

Hopewell Junction, NY

Sent from my iPhone

# *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*		
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
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 (C)		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato (VC)		
District 16 - Town of Fishkill and City of Beacon	Zernike		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u>    </u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2018235** AUTHORIZING THE RE-NAMING OF COUNTY ROUTE 27/LIME KILN ROAD  
LOCATED IN THE TOWN OF EAST FISHKILL

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018235** AUTHORIZING THE RE-NAMING OF COUNTY ROUTE 27/LIME KILN ROAD LOCATED IN THE TOWN OF EAST FISHKILL

September 12, 2018

RESOLUTION NO. 2018236

RE: AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN DOVER UNION FREE SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER

Legislators HORTON, PULVER, ROMAN, SAGLIANO, TRUITT, JOHNSON, SURMAN, BOLNER and THOMES offer the following and move its adoption:

WHEREAS, municipal corporations are authorized, pursuant to Article 9, § 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intermunicipal agreements, and

WHEREAS, the Dover Union Free School District, the Dutchess County Sheriff, and the County of Dutchess find that it is in their mutual best interests to enter into an agreement for the placement of One Deputy Sheriff in the School District, who will serve as School Resource Officer, and

WHEREAS, it is the understanding of the parties that the School Resource Officer will work during the school years to help maintain a safe campus environment that is conducive to learning, and to foster a relationship based upon cooperation and mutual support between law enforcement and school officials in the District, now, therefore be it

RESOLVED, the Dutchess County Executive or his designee is hereby authorized to execute the agreement in substantially the same form attached hereto and made a part hereof.

CA-161-18  
TJL/sc G-0224  
08/16/18  
Fiscal Impact: Attached

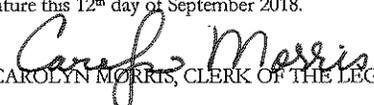
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 9/18/2018

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

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

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

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

Identify Line Items(s):

A.3110.71.1010  
A.3110.71.15100.07

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

Nature/Reason:

New Agreement for School Resource Officer(s)

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

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

#### Additional Comments/Explanation:

Authorizing an intermunicipal agreement between the Dutchess County Sheriff's Office and Dover Union Free School District. Agreement is for the placement of Deputy Sheriffs in the School Districts, to serve as School Resource Officers. Annual SRO rates are \$78,000 for a 7 hour day, for 1 deputy totalling \$78,000. The expense and revenue associated with this agreement was included in the 2018 adopted budget.

Prepared by: Maureen Sarigianis

Prepared On: 8/9/2018

## INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), the **DOVER UNION FREE SCHOOL DISTRICT**, a municipal corporation whose address is 2368 NY Route 22, Dover, New York 12522 (hereinafter referred to as the "SCHOOL DISTRICT"), and **ADRIAN H. ANDERSON**, Sheriff of Dutchess County, whose address is 150 N. Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

### WITNESSETH:

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the respective governing boards of the Pawling Central School District, the Sheriff, and the County of Dutchess have determined that it is in their mutual best interests to enter into this Agreement for the following purposes: for the placement of one (1) School Resource Officer (SROs) in the School District and other services as may be agreed to between the parties in writing;

NOW THEREFORE, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the County hereby agree to the following:

1. The County agrees to provide the School District and one (1) Deputy Sheriff to serve as School Resource Officer in the School District for the 2018/2019 school year to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students and teachers to pursue their respective tasks, and to serve as a role model to students:

- (i) The SROs shall be an employee of and shall be subject to the administration, supervision and control of the County Sheriff at all times

and subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.

- (ii) The Deputy Sheriffs assigned as SROs will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration among other criteria the Deputy Sheriff's training, qualifications, experience, interest in the position and the Deputy Sheriff's ability to effectuate the goals and objectives set forth herein.
- (iii) The School District shall evaluate the SRO program and the performance of the SRO. Such evaluation by the School District shall be performed in order to evaluate the performance of the SROs in accordance with the County Sheriff's rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.
- (iv) The School District shall have the right to request the removal of any SRO where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the Sheriff shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by the Superintendent of Schools to County Sheriff at any time during the school year. A request for replacement shall be honored unless the same are insubstantial and lacks substance in fact.
- (v) The County agrees to provide and pay the SROs' salary and employment benefits in accordance with County personnel policies or the applicable collective bargaining agreement, if one exists. The Sheriff will bill the School District in ten (10) monthly installments for the cost of the one (1) SRO's at the rate of \$78,000 per SRO, with the school District paying such costs after audit by the School District's Claims Auditor, within 45 days of receipt of the bill from the Sheriff. There shall be no charges made by the Sheriff beyond the monthly payments referenced above.
- (vi) It is understood and agreed that the Sheriff, in its sole discretion, shall have the authority to discharge and discipline a Deputy Sheriff assigned as

an SRO as provided under the terms of any applicable collective bargaining agreement and/or by law. Any issues or reports relating to the conduct of the SROs by the School District shall be directed to the Sheriff. The County shall indemnify and hold harmless the School District from any claims, suits or causes arising out of allegations of unfair or unlawful employment practice brought by a Deputy Sheriff assigned as an SRO.

- (vii) It is understood and agreed that the School District shall be responsible for any overtime pay earned by a Deputy Sheriff serving as an SRO where the School District desires the SRO to remain on duty beyond an eight (8) hour day.
- (viii) It is understood and agreed that, should an SRO become unable to perform his or her duties as a result of illness or injury that causes the Deputy Sheriff to be absent, the School District may request that the Sheriff assign another Deputy Sheriff to fill the SRO position, where one is available, and the request will not be unreasonably refused.
- (ix) The duties of the SROs shall be those described on Attachment A to this Agreement.
- (x) The SROs shall report to the Main Office at the start of each work day and shall sign in on a log provided by the School for those hours that cover the regular hours of the school program at the school and a total of seven (7) hours per day. The SROs shall sign out at the end of each work day using the same log.
- (xi) The Sheriff's Office shall provide the appropriate in service training for the SRO, to enable the SROs to function efficiently. The School District shall also provide training in school policies, regulations and procedures, or additional training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
- (xii) In consideration for the service provided herein, the School District hereby agrees to participate in the Department of Behavioral & Community Health's school prevention program, if any, which includes but is not limited to, an annual survey of all students in the Districts' eighth, tenth,

and twelfth grades which measures risk and protective factors to prevent problem behaviors and promote healthy development. The School District also agrees to participate in other prevention programming, the costs of which will be paid by the Department of Behavioral & Community Health.

2. Pursuant to NY Education Law 2-d, the parties agree to the following provisions related to use of student data:

***Exclusive Purposes for which Student Data Will Be Used.*** Use of student data under this Agreement will be limited to that necessary for County and Sheriff to perform the services referenced in the Agreement between the School District, the County and the Sheriff. Such services include, but are not limited to, the necessary review of student educational records and student medical records.

***Protective Measures Regarding Third Parties.*** The County and Sheriff will ensure that any subcontractor or other person or entity with whom the County and Sheriff shares student data is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the School District's website.

***Storage of Data.*** County and Sheriff will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).

***Expiration of Agreement.*** This Agreement expires on June 30, 2019, unless extended by the parties by mutual agreement in accordance with the terms of the Agreement. Upon expiration of this Agreement, County and Sheriff will ensure that all student data, including student medical records, are returned to the School District unless otherwise provided by law or collected for law enforcement purposes. County and Sheriff will also ensure that all emails containing personally identifiable student information are returned to the School District and deleted from the County's and Sheriff's email accounts.

***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by the County and Sheriff, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with the Dover Union Free School District's Student Records Policy.

**The County and Sheriff acknowledge that they have received the Parents' Bill of Rights and understand their legal obligations as provided therein.**

3. The School District and the County shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.

4. The County shall defend, indemnify, and hold the School Districts herein named harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees of the Sheriff arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

5. The School District shall defend, indemnify, and hold the County harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees, agents, or servants of the School District arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

6. All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder. The School District shall provide to the Sheriff proof that they hold valid Workers' Compensation Insurance.

7. Neither the School District nor the County may assign this Agreement.

8. It is expressly understood and agreed that the School District and County shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.

9. This Agreement shall remain in effect for the period of July 1, 2018 through June 30, 2019, and may be renewed upon mutual agreement of the School District, the Sheriff, and the County. This contract may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties. The School District, the Sheriff and the County may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or overnight service.

10. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

11. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms

conditions and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent jurisdiction in Dutchess County, New York.

12. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

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

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

APPROVED AS TO CONTENT:

DOVER UNION FREE SCHOOL  
DISTRICT

\_\_\_\_\_  
ADRIAN H. ANDERSON, Sheriff

By \_\_\_\_\_  
Michael Tierney, Superintendent

## ATTACHMENT A

### SRO JUB DUTIES

1. Consult with and coordinate activities as requested by a school principal including but not limited to peer mediation for students to resolve conflicts, safety instruction for students and parents in areas such as sexual harassment, bicycle safety, school bus safety, substance abuse prevention, internet and computer safety and bullying.
2. Abide by School board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. The SRO shall provide presentations on various subjects including Federal and State mandates in drug abuse prevention education at the request of school personnel.
4. Encourage group discussions about law enforcement with students, faculty and parents;
5. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law, but will assist in maintain the chain of custody with respect to contraband and controlled substances that would constitute evidence in student disciplinary proceedings.
6. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions during the school day;
7. Attend meetings with school personnel to assist regarding law enforcement and crime prevention issues during the school day;
8. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to attempt to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
9. All persons employed by the Sheriff in providing services as an SRO pursuant to this Agreement shall be County officers or employees, and they shall not have any benefit, status, or right of School District employment, nor shall the SROs be assigned any duties normally performed by School District personnel, such as lunchroom duty or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected.

10. The SRO shall familiarize himself/herself with and shall abide by School District policy, where not inconsistent with applicable law, concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property.
11. Initiate law enforcement action as necessary and notify the school principal as soon as possible after requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard policy practices.
12. The SRO shall act as a liaison between the School Districts and local police agencies in law enforcement matters occurring while on school grounds;
13. The SRO shall wear the Dutchess County Sheriff's Office uniform;
14. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.

## Morris, Carolyn

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**From:** White, Jessica  
**Sent:** Thursday, September 6, 2018 9:30 AM  
**To:** Black, Hannah  
**Cc:** Baiano, Chris; Kristofer Munn; Morris, Carolyn; Wager, Leigh; Kashimer, Rachel  
**Subject:** RE: FW: Question Resolutions 2018236-2018240

Yes, pension is included.

Regards,  
Jess

**Jessica White**  
**Budget Director**  
**Dutchess County Budget Office**  
22 Market Street  
Poughkeepsie, NY 12601  
Phone: 845-486-2010 Fax: 845-486-2021  
Email: [jwhite@dutchessny.gov](mailto:jwhite@dutchessny.gov)

**From:** Hannah Black <[hblackdc4@gmail.com](mailto:hblackdc4@gmail.com)>  
**Sent:** Thursday, September 6, 2018 9:24 AM  
**To:** White, Jessica <[jwhite@dutchessny.gov](mailto:jwhite@dutchessny.gov)>  
**Cc:** Baiano, Chris <[cbaiano@dutchessny.gov](mailto:cbaiano@dutchessny.gov)>; Kristofer Munn <[kmunn@munn.com](mailto:kmunn@munn.com)>; Morris, Carolyn <[cmorris@dutchessny.gov](mailto:cmorris@dutchessny.gov)>; Wager, Leigh <[lwager@dutchessny.gov](mailto:lwager@dutchessny.gov)>  
**Subject:** Re: FW: Question Resolutions 2018236-2018240

Good Morning Budget Director White:

Thank you for the quick response given below! This prompted another question, are the retirement benefits included in the calculated charge to municipalities?

Kindly,  
Hannah

On Wed, Sep 5, 2018 at 5:42 PM White, Jessica <[jwhite@dutchessny.gov](mailto:jwhite@dutchessny.gov)> wrote:

Hello,

The rates we calculate to charge the municipalities include the salary and fringe of all officers in the program. We develop an hourly rate and the School districts are charged based on the number of hours/ Days the officers are assigned to the school. They are not charged for the summer when the officers are not at the school.

Regards,

Jess

**Jessica White**

**Budget Director**

**Dutchess County Budget Office**

22 Market Street

Poughkeepsie, NY 12601

Phone: 845-486-2010 Fax: 845-486-2021

Email: [jwhite@dutchessny.gov](mailto:jwhite@dutchessny.gov)

**From:** Morris, Carolyn

**Sent:** Wednesday, September 5, 2018 5:02 PM

**To:** Baiano, Chris <[cbaiano@dutchessny.gov](mailto:cbaiano@dutchessny.gov)>

**Cc:** White, Jessica <[jwhite@dutchessny.gov](mailto:jwhite@dutchessny.gov)>; Black, Hannah <[hblackdc4@gmail.com](mailto:hblackdc4@gmail.com)>; Kristofer Munn <[kmunn@munn.com](mailto:kmunn@munn.com)>; Wager, Leigh <[lwager@dutchessny.gov](mailto:lwager@dutchessny.gov)>

**Subject:** FW: FW: Question Resolutions 2018236-2018240

Good evening:

Please see emails below. Thanks so much.

**Carolyn Morris**

**Clerk**

**Dutchess County Legislature**

**845.486.2100**



**From:** Hannah Black <[hblackdc4@gmail.com](mailto:hblackdc4@gmail.com)>  
**Sent:** Wednesday, September 5, 2018 4:14 PM  
**To:** Morris, Carolyn <[cmorris@dutchessny.gov](mailto:cmorris@dutchessny.gov)>  
**Cc:** Kristofer Munn <[kmunn@munn.com](mailto:kmunn@munn.com)>; Wager, Leigh <[lwager@dutchessny.gov](mailto:lwager@dutchessny.gov)>  
**Subject:** Re: FW: Question Resolutions 2018236-2018240

Thank you, Carolyn. Will you please confirm with the budget office that the County pays for the officer's salary and benefits during the 2 months that school's are closed during the Summer break? Thank you!

Kindly,

Hannah

On Wed, Sep 5, 2018 at 2:56 PM Morris, Carolyn <[cmorris@dutchessny.gov](mailto:cmorris@dutchessny.gov)> wrote:

***Carolyn Morris***

***Clerk***

***Dutchess County Legislature***

845.486.2100



**From:** Imperati, Kirk  
**Sent:** Wednesday, September 5, 2018 2:53 PM  
**To:** Morris, Carolyn <[cmorris@dutchessny.gov](mailto:cmorris@dutchessny.gov)>  
**Subject:** RE: Question Resolutions 2018236-2018240

Carolyn:

It is my understanding that the rate the school districts are charged includes salary and benefits. The county picks up the remainder of salary and benefits for the two months school is closed for summer break. I would defer to the budget and finance office if further clarification is needed.

All the best,

KIRK

**From:** Morris, Carolyn [<mailto:cmorris@dutchessny.gov>]  
**Sent:** Wednesday, September 05, 2018 2:09 PM  
**To:** Imperati, Kirk <[kimperati@dutchessny.gov](mailto:kimperati@dutchessny.gov)>  
**Cc:** Kristofer Munn <[kmunn@munn.com](mailto:kmunn@munn.com)>; Wager, Leigh <[lwager@dutchessny.gov](mailto:lwager@dutchessny.gov)>; Black, Hannah <[hblackdc4@gmail.com](mailto:hblackdc4@gmail.com)>  
**Subject:** RE: Question Resolutions 2018236-2018240

Good afternoon Kirk:

Please see a question that was raised regarding the SRO resolutions that will be discussed at tomorrow's Public Safety Committee meeting at 5:50 pm. If you can respond beforehand that would be great, however, if you prefer to answer during the committee that is also fine.

See you then. Have a great evening.

***Carolyn Morris***

***Clerk***

***Dutchess County Legislature***

***845.486.2100***



**From:** Hannah Black <[hblackdc4@gmail.com](mailto:hblackdc4@gmail.com)>

**Sent:** Wednesday, September 5, 2018 1:45 PM

**To:** Morris, Carolyn <[cmorris@dutchessny.gov](mailto:cmorris@dutchessny.gov)>; Imperati, Kirk <[kimperati@dutchessny.gov](mailto:kimperati@dutchessny.gov)>

**Cc:** Kristofer Munn <[kmunn@munn.com](mailto:kmunn@munn.com)>; Wager, Leigh <[lwager@dutchessny.gov](mailto:lwager@dutchessny.gov)>

**Subject:** Question Resolutions 2018236-2018240

Good Afternoon Carolyn,

The question was raised last night whether or not the contracts for SRO's with the school districts for resolutions 236-240 include the officer's benefits with their salaries. Can you get confirmation on this information? For example, I see on page 2, section (v) on the Intermunicipal Agreement for resolution 2018236 that the County agrees to pay the salary and employment benefits; however, the school districts are billed for the salary and employment benefits in the 10 month installments. Clarification was needed with the SRO contracts regarding the benefits. Thank you!

Best,

---

Hannah Black

Minority Leader

Dutchess County Legislator

Town of Hyde Park & Staatsburg

(845) 674-2534

Hannah Black

Minority Leader

Dutchess County Legislator

Town of Hyde Park & Staatsburg

(845) 674-2534

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Hannah Black

Minority Leader

Dutchess County Legislator

Town of Hyde Park & Staatsburg

(845) 674-2534

## Imperati, Kirk

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**From:** Kashimer, Rachel  
**Sent:** Wednesday, May 09, 2018 10:46 AM  
**To:** Imperati, Kirk  
**Cc:** O'Neil, William; Baiano, Chris; White, Jessica  
**Subject:** RE: SRO Supervisor

Kirk – Thanks for copying me. If you do not object, I would like to include your response in our compiled memo as well, see the screen shot below. What is the DC Department of Health and Human Services? Is this social services or mental health?

Just to be clear, the intention is that Deputy Haire would be assisting all schools in Dutchess County with their safety plan, is that correct? If so, I could add an additional sentence to the answer: "The Sergeant will hold table top drills and active shooter training and oversee and evaluate school safety plans for all districts in Dutchess County."

**Question: Resolution 2018122:**

- *How many referrals were made by SRO's from 2006 to now?*
- *How many arrests were made by SRO's from 2006 to now?*
- *Clarification needed on which school districts the new Supervising Sargent will be coordinating in regards to the E-911 schematic emergency plans, cameras, and map layout. Will all districts be included in this new system or just the ones who enter into the County's contract?*

**Response:**

Referrals 2006-April 2018:

Family Court	19
Probation	13
Family Court Non-Secure Facility	11
DC Department of Health and Human Services	23
DC Youth Services	34
<b>Total Referrals</b>	<b>100</b>

Total SRO Arrests 2006-April 2018: 41

Total SRO Appearance Tickets Issued 2006-April 2018: 26

Deputy Steven Haire who is currently an SRO and ranked first on our sergeant's list would be the individual to supervise the SROs. Deputy Haire has worked with all of our SROs and the 911 center and has all of the safety plans, floor plans and mapping of school properties that we have SROs assigned to. Steven will continue to work with E-911 and compile the same information for the additional school districts in Dutchess County over the summer months.

Thanks,  
Rachel

Rachel M. Kashimer  
Senior Research Analyst  
Dutchess County Budget Office  
22 Market Street



# Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
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 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner (VC)		
District 21 - Town of East Fishkill	Horton (C)		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 12 0  
           Yes      No  
 Abstentions: 0

**2018236 AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN DOVER UNION FREE SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER**

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present: 23 Resolution: ✓ Total: 21 02  
 Absent: 2 Motion: — Yes No  
 Vacant: 0 Abstentions: 0

**2018236 AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN DOVER UNION FREE SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER**

September 12, 2018

RESOLUTION NO. 2018237

RE: AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN PAWLING CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER

Legislators HORTON, PULVER, ROMAN, SAGLIANO, TRUITT, JOHNSON, SURMAN, BOLNER, and THOMES offer the following and move its adoption:

WHEREAS, municipal corporations are authorized, pursuant to Article 9, § 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intermunicipal agreements, and

WHEREAS, the Pawling Central School District, the Dutchess County Sheriff, and the County of Dutchess find that it is in their mutual best interests to enter into an agreement for the placement of Two Deputy Sheriffs in the School District, who will serve as School Resource Officers, and

WHEREAS, it is the understanding of the parties that the School Resource Officer will work during the school years to help maintain a safe campus environment that is conducive to learning, and to foster a relationship based upon cooperation and mutual support between law enforcement and school officials in the District, now, therefore be it

RESOLVED, the Dutchess County Executive or his designee is hereby authorized to execute the agreement in substantially the same form attached hereto and made a part hereof.

CA-162-18  
TJL/sc G-0224  
08/16/18  
Fiscal Impact: Attached

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 9/18/2018

STATE OF NEW YORK  
ss:  
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

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

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

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

Identify Line Items(s):

A.3110.71.1010  
A.3110.71.15100.07

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

Nature/Reason:

New Agreement for School Resource Officer(s)

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

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

#### Additional Comments/Explanation:

Authorizing an intermunicipal agreement between the Dutchess County Sheriff's Office and Pawling Central School District. Agreement is for the placement of Deputy Sheriff's in the School Districts, to serve as School Resource Officers. Annual SRO rates are \$78,000 for a 7 hour day, for 2 deputies totalling \$156,000. The expense and revenue associated with this agreement was included in the 2018 adopted budget.

Prepared by: Maureen Sarigianis

Prepared On: 8/9/2018

## INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), the **PAWLING CENTRAL SCHOOL DISTRICT**, a municipal corporation whose address is 515 Route 22, Pawling, New York 12567 (hereinafter referred to as the "SCHOOL DISTRICT"), and **ADRIAN H. ANDERSON**, Sheriff of Dutchess County, whose address is 150 N. Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

### WITNESSETH:

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the respective governing boards of the Pawling Central School District, the Sheriff, and the County of Dutchess have determined that it is in their mutual best interests to enter into this Agreement for the following purposes: for the placement of two (2) School Resource Officers (SROs) in the School District and other services as may be agreed to between the parties in writing;

NOW THEREFORE, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the County hereby agree to the following:

1. The County agrees to provide the School District and two (2) Deputy Sheriffs to serve as School Resource Officers in the School District for the 2018/2019 school year to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students and teachers to pursue their respective tasks, and to serve as a role model to students:

- (i) The SROs shall be an employee of and shall be subject to the administration, supervision and control of the County Sheriff at all times

and subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.

- (ii) The Deputy Sheriffs assigned as SROs will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration among other criteria the Deputy Sheriff's training, qualifications, experience, interest in the position and the Deputy Sheriff's ability to effectuate the goals and objectives set forth herein.
- (iii) The School District shall evaluate the SRO program and the performance of the SRO. Such evaluation by the School District shall be performed in order to evaluate the performance of the SROs in accordance with the County Sheriff's rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.
- (iv) The School District shall have the right to request the removal of any SRO where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the Sheriff shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by the Superintendent of Schools to County Sheriff at any time during the school year. A request for replacement shall be honored unless the same are insubstantial and lacks substance in fact.
- (v) The County agrees to provide and pay the SROs' salary and employment benefits in accordance with County personnel policies or the applicable collective bargaining agreement, if one exists. The Sheriff will bill the School District in ten (10) monthly installments for the cost of the two (2) SRO's at the rate of \$78,000 per SRO, with the school District paying such costs after audit by the School District's Claims Auditor, within 45 days of receipt of the bill from the Sheriff. There shall be no charges made by the Sheriff beyond the monthly payments referenced above.
- (vi) It is understood and agreed that the Sheriff, in its sole discretion, shall have the authority to discharge and discipline a Deputy Sheriff assigned as

an SRO as provided under the terms of any applicable collective bargaining agreement and/or by law. Any issues or reports relating to the conduct of the SROs by the School District shall be directed to the Sheriff. The County shall indemnify and hold harmless the School District from any claims, suits or causes arising out of allegations of unfair or unlawful employment practice brought by a Deputy Sheriff assigned as an SRO.

- (vii) It is understood and agreed that the School District shall be responsible for any overtime pay earned by a Deputy Sheriff serving as an SRO where the School District desires the SRO to remain on duty beyond an eight (8) hour day.
- (viii) It is understood and agreed that, should an SRO become unable to perform his or her duties as a result of illness or injury that causes the Deputy Sheriff to be absent, the School District may request that the Sheriff assign another Deputy Sheriff to fill the SRO position, where one is available, and the request will not be unreasonably refused.
- (ix) The duties of the SROs shall be those described on Attachment A to this Agreement.
- (x) The SROs shall report to the Main Office at the start of each work day and shall sign in on a log provided by the School for those hours that cover the regular hours of the school program at the school and a total of seven (7) hours per day. The SROs shall sign out at the end of each work day using the same log.
- (xi) The Sheriff's Office shall provide the appropriate in service training for the SRO, to enable the SROs to function efficiently. The School District shall also provide training in school policies, regulations and procedures, or additional training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
- (xii) In consideration for the service provided herein, the School District hereby agrees to participate in the Department of Behavioral & Community Health's school prevention program, if any, which includes but is not limited to, an annual survey of all students in the Districts' eighth, tenth,

and twelfth grades which measures risk and protective factors to prevent problem behaviors and promote healthy development. The School District also agrees to participate in other prevention programming, the costs of which will be paid by the Department of Behavioral & Community Health.

2. Pursuant to NY Education Law 2-d, the parties agree to the following provisions related to use of student data:

***Exclusive Purposes for which Student Data Will Be Used.*** Use of student data under this Agreement will be limited to that necessary for County and Sheriff to perform the services referenced in the Agreement between the School District, the County and the Sheriff. Such services include, but are not limited to, the necessary review of student educational records and student medical records.

***Protective Measures Regarding Third Parties.*** The County and Sheriff will ensure that any subcontractor or other person or entity with whom the County and Sheriff shares student data is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the School District's website.

***Storage of Data.*** County and Sheriff will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).

***Expiration of Agreement.*** This Agreement expires on June 30, 2019, unless extended by the parties by mutual agreement in accordance with the terms of the Agreement. Upon expiration of this Agreement, County and Sheriff will ensure that all student data, including student medical records, are returned to the School District unless otherwise provided by law or collected for law enforcement purposes. County and Sheriff will also ensure that all emails containing personally identifiable student information are returned to the School District and deleted from the County's and Sheriff's email accounts.

***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by the County and Sheriff, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with the Pawling Central School District's Student Records Policy.

**The County and Sheriff acknowledge that they have received the Parents' Bill of Rights and understand their legal obligations as provided therein.**

3. The School District and the County shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.

4. The County shall defend, indemnify, and hold the School Districts herein named harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees of the Sheriff arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

5. The School District shall defend, indemnify, and hold the County harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees, agents, or servants of the School District arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

6. All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder. The School District shall provide to the Sheriff proof that they hold valid Workers' Compensation Insurance.

7. Neither the School District nor the County may assign this Agreement.

8. It is expressly understood and agreed that the School District and County shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.

9. This Agreement shall remain in effect for the period of July 1, 2018 through June 30, 2019, and may be renewed upon mutual agreement of the School District, the Sheriff, and the County. This contract may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties. The School District, the Sheriff and the County may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or overnight service.

10. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

11. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms

conditions and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent jurisdiction in Dutchess County, New York.

12. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

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

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

APPROVED AS TO CONTENT:

PAWLING CENTRAL SCHOOL  
DISTRICT

\_\_\_\_\_  
ADRIAN H. ANDERSON, Sheriff

By \_\_\_\_\_  
William Ward, Superintendent

## ATTACHMENT A

### SRO JUB DUTIES

1. Consult with and coordinate activities as requested by a school principal including but not limited to peer mediation for students to resolve conflicts, safety instruction for students and parents in areas such as sexual harassment, bicycle safety, school bus safety, substance abuse prevention, internet and computer safety and bullying.
2. Abide by School board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. The SRO shall provide presentations on various subjects including Federal and State mandates in drug abuse prevention education at the request of school personnel.
4. Encourage group discussions about law enforcement with students, faculty and parents;
5. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law, but will assist in maintain the chain of custody with respect to contraband and controlled substances that would constitute evidence in student disciplinary proceedings.
6. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions during the school day;
7. Attend meetings with school personnel to assist regarding law enforcement and crime prevention issues during the school day;
8. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to attempt to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
9. All persons employed by the Sheriff in providing services as an SRO pursuant to this Agreement shall be County officers or employees, and they shall not have any benefit, status, or right of School District employment, nor shall the SROs be assigned any duties normally performed by School District personnel, such as lunchroom duty or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected.

10. The SRO shall familiarize himself/herself with and shall abide by School District policy, where not inconsistent with applicable law, concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property.
11. Initiate law enforcement action as necessary and notify the school principal as soon as possible after requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard policy practices.
12. The SRO shall act as a liaison between the School Districts and local police agencies in law enforcement matters occurring while on school grounds;
13. The SRO shall wear the Dutchess County Sheriff's Office uniform;
14. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.

Majority Leader Roman, duly seconded by Legislator Llaverias, moved resolutions 2018236 - 2018240. Discussion proceeded as follows:

Legislator Tyner stated a trauma center approach was needed.

Legislator Miccio called point of order because these were requests by the school districts to have our officers come to them.

Chair Pulver acknowledged the point or order.

Roll call vote on the foregoing resolution resulted as follows:

AYES: 21 Pulver, Roman, Sagliano, Black, Munn, Llaverias, Borchert, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Bolner, Incoronato, Miccio, Horton, Garito, Thomes, Houston

NAYS: 2 Zernike, Page

ABSENT: 2 Amparo, Surman

Resolution adopted.

# Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
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 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner (VC)		
District 21 - Town of East Fishkill	Horton (C)		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 12      0  
                   Yes      No  
 Abstentions: 0

2018237 EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN PAWLING CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018237 EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN PAWLING CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER**

RESOLUTION NO. 2018238

RE: AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN WAPPINGERS CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER

Legislators HORTON, PULVER, ROMAN, SAGLIANO, TRUITT, JOHNSON, SURMAN, BOLNER, and THOMES offer the following and move its adoption:

WHEREAS, municipal corporations are authorized, pursuant to Article 9, § 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intermunicipal agreements, and

WHEREAS, the Wappingers Central School District, the Dutchess County Sheriff, and the County of Dutchess find that it is in their mutual best interests to enter into an agreement for the placement of One Deputy Sheriff in the School District, who will serve as School Resource Officer, and

WHEREAS, it is the understanding of the parties that the School Resource Officer will work during the school years to help maintain a safe campus environment that is conducive to learning, and to foster a relationship based upon cooperation and mutual support between law enforcement and school officials in the District, now, therefore be it

RESOLVED, the Dutchess County Executive or his designee is hereby authorized to execute the agreement in substantially the same form attached hereto and made a part hereof.

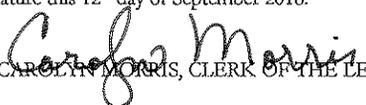
CA-163-18  
TJL/sc G-0224  
08/16/18  
Fiscal Impact: Attached

**APPROVED**  
  
**MARCUS J. MOLINARO**  
**COUNTY EXECUTIVE**  
Date 9/18/2018

STATE OF NEW YORK  
ss:  
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

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

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

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

Identify Line Items(s):

A.3110.71.1010  
A.3110.71.15100.07

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

Nature/Reason:

New Agreement for School Resource Officer(s)

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

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

#### Additional Comments/Explanation:

Authorizing an intermunicipal agreement between the Dutchess County Sheriff's Office and Wappingers Central School District. Agreement is for the placement of Deputy Sheriff's in the School Districts, to serve as School Resource Officers. Annual SRO rates are \$89,000 for an 8 hour day, for 1 deputy totalling \$89,000. The expense and revenue associated with this agreement was included in the 2018 adopted budget.

Prepared by: Maureen Sarigianis

Prepared On: 8/9/2018

## INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), the **WAPPINGERS CENTRAL SCHOOL DISTRICT**, a municipal corporation whose address is 25 Corporate Park Drive, Hopewell Junction, New York 12533 (hereinafter referred to as the "SCHOOL DISTRICT"), and **ADRIAN H. ANDERSON**, Sheriff of Dutchess County, whose address is 150 N. Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

### WITNESSETH:

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the respective governing boards of the Wappingers Central School District, the Sheriff, and the County of Dutchess have determined that it is in their mutual best interests to enter into this Agreement for the following purposes: for the placement of one (1) School Resource Officer (SROs) in the School District and other services as may be agreed to between the parties in writing;

NOW THEREFORE, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the County hereby agree to the following:

1. The County agrees to provide the School District and one Deputy Sheriff to serve as School Resource Officer in the School District for the 2018/2019 school year to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students and teachers to pursue their respective tasks, and to serve as a role model to students:

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and subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.

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- (iii) The School District shall evaluate the SRO program and the performance of the SRO. Such evaluation by the School District shall be performed in order to evaluate the performance of the SROs in accordance with the County Sheriff's rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.
- (iv) The School District shall have the right to request the removal of any SRO where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the Sheriff shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by the Superintendent of Schools to County Sheriff at any time during the school year. A request for replacement shall be honored unless the same are insubstantial and lacks substance in fact.
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**The County and Sheriff acknowledge that they have received the Parents' Bill of Rights and understand their legal obligations as provided therein.**

3. The School District and the County shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.

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11. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms

conditions and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent jurisdiction in Dutchess County, New York.

12. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

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

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

APPROVED AS TO CONTENT:

WAPPINGERS CENTRAL SCHOOL  
DISTRICT

\_\_\_\_\_  
ADRIAN H. ANDERSON, Sheriff

By \_\_\_\_\_  
Jose L. Carrion, Superintendent

## ATTACHMENT A

### SRO JUB DUTIES

1. Consult with and coordinate activities as requested by a school principal including but not limited to peer mediation for students to resolve conflicts, safety instruction for students and parents in areas such as sexual harassment, bicycle safety, school bus safety, substance abuse prevention, internet and computer safety and bullying.
2. Abide by School board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. The SRO shall provide presentations on various subjects including Federal and State mandates in drug abuse prevention education at the request of school personnel.
4. Encourage group discussions about law enforcement with students, faculty and parents;
5. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law, but will assist in maintain the chain of custody with respect to contraband and controlled substances that would constitute evidence in student disciplinary proceedings.
6. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions during the school day;
7. Attend meetings with school personnel to assist regarding law enforcement and crime prevention issues during the school day;
8. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to attempt to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
9. All persons employed by the Sheriff in providing services as an SRO pursuant to this Agreement shall be County officers or employees, and they shall not have any benefit, status, or right of School District employment, nor shall the SROs be assigned any duties normally performed by School District personnel, such as lunchroom duty or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected.

10. The SRO shall familiarize himself/herself with and shall abide by School District policy, where not inconsistent with applicable law, concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property.
11. Initiate law enforcement action as necessary and notify the school principal as soon as possible after requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard policy practices.
12. The SRO shall act as a liaison between the School Districts and local police agencies in law enforcement matters occurring while on school grounds;
13. The SRO shall wear the Dutchess County Sheriff's Office uniform;
14. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.

Majority Leader Roman, duly seconded by Legislator Llaverias, moved resolutions 2018236 - 2018240. Discussion proceeded as follows:

Legislator Tyner stated a trauma center approach was needed.

Legislator Miccio called point of order because these were requests by the school districts to have our officers come to them.

Chair Pulver acknowledged the point or order.

Roll call vote on the foregoing resolution resulted as follows:

AYES: 21 Pulver, Roman, Sagliano, Black, Munn, Llaverias, Borchert, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Bolner, Incoronato, Miccio, Horton, Garito, Thomes, Houston

NAYS: 2 Zernike, Page

ABSENT: 2 Amparo, Surman

Resolution adopted.

# Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
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 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner (VC)		
District 21 - Town of East Fishkill	Horton (C)		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		

Present: 12                      Resolution: ✓                      Total : 12                      0  
 Absent: 0                              Motion:         Yes                              No  
 Vacant: 0    Abstentions: 0

**2018238** AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT  
 BETWEEN WAPPINGERS CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY  
 SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Boiner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018238 AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN WAPPINGERS CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER**

September 12, 2018

RESOLUTION NO. 2018239

RE: AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN ARLINGTON CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS

Legislators HORTON, PULVER, ROMAN, SAGLIANO, TRUITT, JOHNSON, SURMAN, BOLNER, and THOMES offer the following and move its adoption:

WHEREAS, municipal corporations are authorized, pursuant to Article 9, § 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intermunicipal agreements, and

WHEREAS, the Arlington Central School District, the Dutchess County Sheriff, and the County of Dutchess find that it is in their mutual best interests to enter into an agreement for the placement of Three Deputy Sheriffs in the School District, who will serve as School Resource Officers, and

WHEREAS, it is the understanding of the parties that the School Resource Officer will work during the school years to help maintain a safe campus environment that is conducive to learning, and to foster a relationship based upon cooperation and mutual support between law enforcement and school officials in the District, now, therefore be it

RESOLVED, the Dutchess County Executive or his designee is hereby authorized to execute the agreement in substantially the same form attached hereto and made a part hereof.

CA-164-18  
TJL/sc G-0224  
08/16/18  
Fiscal Impact: Attached

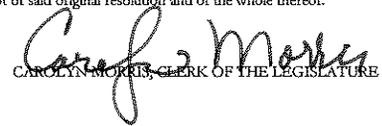
APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 9/18/2018

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

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

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

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

Identify Line Items(s):

A.3110.71.1010  
A.3110.71.15100.07

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

Nature/Reason:

New Agreement for School Resource Officer(s)

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

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

#### Additional Comments/Explanation:

Authorizing an intermunicipal agreement between the Dutchess County Sheriff's Office and Arlington Central School District. Agreement is for the placement of Deputy Sheriff's in the School Districts, to serve as School Resource Officers. Annual SRO rates are \$89,00 for an 8 hour day, for 3 deputies totalling \$267,000. The expense and revenue associated with this agreement was included in the 2018 adopted budget.

Prepared by: Maureen Sarigianis

Prepared On: 8/9/2018

## INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), the **ARLINGTON CENTRAL SCHOOL DISTRICT**, a municipal corporation whose address is 144 Todd Hill Road, LaGrangeville, New York 12540 (hereinafter referred to as the "SCHOOL DISTRICT"), and **ADRIAN H. ANDERSON**, Sheriff of Dutchess County, whose address is 150 N. Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

### WITNESSETH:

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the respective governing boards of the Arlington Central School District, the Sheriff, and the County of Dutchess have determined that it is in their mutual best interests to enter into this Agreement for the following purposes: for the placement of three (3) School Resource Officers (SROs) in the School District and other services as may be agreed to between the parties in writing;

NOW THEREFORE, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the County hereby agree to the following:

1. The County agrees to provide the School District and three (3) Deputy Sheriff to serve as School Resource Officer in the School District for the 2018/2019 school year to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students and teachers to pursue their respective tasks, and to serve as a role model to students:

- (i) The SROs shall be an employee of and shall be subject to the administration, supervision and control of the County Sheriff at all times

and subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.

- (ii) The Deputy Sheriffs assigned as SROs will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration among other criteria the Deputy Sheriff's training, qualifications, experience, interest in the position and the Deputy Sheriff's ability to effectuate the goals and objectives set forth herein.
- (iii) The School District shall evaluate the SRO program and the performance of the SRO. Such evaluation by the School District shall be performed in order to evaluate the performance of the SROs in accordance with the County Sheriff's rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.
- (iv) The School District shall have the right to request the removal of any SRO where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the Sheriff shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by the Superintendent of Schools to County Sheriff at any time during the school year. A request for replacement shall be honored unless the same are insubstantial and lacks substance in fact.
- (v) The County agrees to provide and pay the SROs' salary and employment benefits in accordance with County personnel policies or the applicable collective bargaining agreement, if one exists. The Sheriff will bill the School District in ten (10) monthly installments for the cost of the three (3) SRO's at the rate of \$89,000 per SRO, with the school District paying such costs after audit by the School District's Claims Auditor, within 45 days of receipt of the bill from the Sheriff. There shall be no charges made by the Sheriff beyond the monthly payments referenced above.
- (vi) It is understood and agreed that the Sheriff, in its sole discretion, shall have the authority to discharge and discipline a Deputy Sheriff assigned as

an SRO as provided under the terms of any applicable collective bargaining agreement and/or by law. Any issues or reports relating to the conduct of the SROs by the School District shall be directed to the Sheriff. The County shall indemnify and hold harmless the School District from any claims, suits or causes arising out of allegations of unfair or unlawful employment practice brought by a Deputy Sheriff assigned as an SRO.

- (vii) It is understood and agreed that the School District shall be responsible for any overtime pay earned by a Deputy Sheriff serving as an SRO where the School District desires the SRO to remain on duty beyond an eight (8) hour day.
- (viii) It is understood and agreed that the SROs shall have the following qualifications:
  - \* The SROs shall be a full time Deputy Sheriff with a minimum of two (2) years of law enforcement experience;
  - \* the SROs shall possess sufficient knowledge of applicable Federal, State and County laws and County local laws as well as the School Board's policies and regulations;
  - \* The SROs shall assist in providing a safe and secure environment conducive to learning;
  - \* The SROs shall possess good communication skills, to enable the SROs to function effectively within the school environment.
- (ix) It is understood and agreed that, should an SRO become unable to perform his or her duties as a result of illness or injury that causes the Deputy Sheriff to be absent, the School District may request that the Sheriff assign another Deputy Sheriff to fill the SRO position, where one is available, and the request will not be unreasonably refused.
- (x) The duties of the SROs shall be those described on Attachment A to this Agreement.
- (xi) The SROs shall report to the Main Office at the start of each work day and shall sign in on a log provided by the School for those hours that cover the regular hours of the school program at the school and a total of eight (8)

hours per day. The SROs shall sign out at the end of each work day using the same log.

- (xii) The Sheriff's Office shall provide the appropriate in service training for the SRO, to enable the SROs to function efficiently. The School District shall also provide training in school policies, regulations and procedures, or additional training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
- (xiii) In consideration for the service provided herein, the School District hereby agrees to participate in the Department of Behavioral & Community Health's school prevention program, if any, which includes but is not limited to, an annual survey of all students in the Districts' eighth, tenth, and twelfth grades which measures risk and protective factors to prevent problem behaviors and promote healthy development. The School District also agrees to participate in other prevention programming, the costs of which will be paid by the Department of Behavioral & Community Health.

2. Pursuant to NY Education Law 2-d, the parties agree to the following provisions related to use of student data:

***Exclusive Purposes for which Student Data Will Be Used.*** Use of student data under this Agreement will be limited to that necessary for County and Sheriff to perform the services referenced in the Agreement between the School District, the County and the Sheriff. Such services include, but are not limited to, the necessary review of student educational records and student medical records.

***Protective Measures Regarding Third Parties.*** The County and Sheriff will ensure that any subcontractor or other person or entity with whom the County and Sheriff shares student data is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the School District's website.

***Storage of Data.*** County and Sheriff will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).

***Expiration of Agreement.*** This Agreement expires on June 30, 2019, unless extended by the parties by mutual agreement in accordance with the terms of the Agreement. Upon expiration of this Agreement, County and Sheriff will ensure that all student data, including student medical records, are returned to the School District unless otherwise provided by law or collected for law enforcement purposes. County and Sheriff will also ensure that all emails containing personally

identifiable student information are returned to the School District and deleted from the County's and Sheriff's email accounts.

***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by the County and Sheriff, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with the Arlington Central School District's Student Records Policy.

**The County and Sheriff acknowledge that they have received the Parents' Bill of Rights and understand their legal obligations as provided therein.**

3. The School District and the County shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.

4. The County shall defend, indemnify, and hold the School Districts herein named harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees of the Sheriff arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

5. The School District shall defend, indemnify, and hold the County harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees, agents, or servants of the School District arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

6. All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder. The School District shall provide to the Sheriff proof that they hold valid Workers' Compensation Insurance.

7. Neither the School District nor the County may assign this Agreement.

8. It is expressly understood and agreed that the School District and County shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.

9. This Agreement shall remain in effect for the period of July 1, 2018 through June 30, 2019, and may be renewed upon mutual agreement of the School District, the Sheriff, and the County. This contract may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties. The School District, the Sheriff and the County may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or overnight service.

10. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

11. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms conditions and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent jurisdiction in Dutchess County, New York.

12. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Adrian H. Anderson, Sheriff

ACCEPTED: COUNTY OF DUTCHESS

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

ARLINGTON CENTRAL SCHOOL  
DISTRICT

By \_\_\_\_\_  
Brendan Lyons, Superintendent

## ATTACHMENT A

### SRO JUB DUTIES

1. Consult with and coordinate activities as requested by a school principal including but not limited to peer mediation for students to resolve conflicts, safety instruction for students and parents in areas such as sexual harassment, bicycle safety, school bus safety, substance abuse prevention, internet and computer safety and bullying.
2. Abide by School board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. The SRO shall provide presentations on various subjects including Federal and State mandates in drug abuse prevention education at the request of school personnel.
4. Encourage group discussions about law enforcement with students, faculty and parents;
5. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law, but will assist in maintain the chain of custody with respect to contraband and controlled substances that would constitute evidence in student disciplinary proceedings.
6. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions during the school day;
7. Attend meetings with school personnel to assist regarding law enforcement and crime prevention issues during the school day;
8. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to attempt to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
9. All persons employed by the Sheriff in providing services as an SRO pursuant to this Agreement shall be County officers or employees, and they shall not have any benefit, status, or right of School District employment, nor shall the SROs be assigned any duties normally performed by School District personnel, such as lunchroom duty or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected.

10. The SRO shall familiarize himself/herself with and shall abide by School District policy, where not inconsistent with applicable law, concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property.
11. Initiate law enforcement action as necessary and notify the school principal as soon as possible after requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard policy practices.
12. The SRO shall act as a liaison between the School Districts and local police agencies in law enforcement matters occurring while on school grounds;
13. The SRO shall wear the Dutchess County Sheriff's Office uniform;
14. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.

Majority Leader Roman, duly seconded by Legislator Llaverias, moved resolutions 2018236 - 2018240. Discussion proceeded as follows:

Legislator Tyner stated a trauma center approach was needed.

Legislator Miccio called point of order because these were requests by the school districts to have our officers come to them.

Chair Pulver acknowledged the point or order.

Roll call vote on the foregoing resolution resulted as follows:

AYES: 21 Pulver, Roman, Sagliano, Black, Munn, Llaverias, Borchert, Edwards, Truitt, Brendli, Johnson, Jeter-Jackson, Tyner, Metzger, Bolner, Incoronato, Miccio, Horton, Garito, Thomes, Houston

NAYS: 2 Zernike, Page

ABSENT: 2 Amparo, Surman

Resolution adopted.

# Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
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 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner (VC)		
District 21 - Town of East Fishkill	Horton (C)		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		

Present: 12                      Resolution: ✓                      Total : 12                      0  
 Absent: 0                              Motion: —                              Yes                              No  
 Vacant: 0    Abstentions: 0

2018239 AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN ARLINGTON CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

**2018239 AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN ARLINGTON CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICERS**

RESOLUTION NO. 2018240

RE: AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN PINE PLAINS CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER

Legislators HORTON, PULVER, ROMAN, SAGLIANO, TRUITT, JOHNSON, SURMAN, BOLNER, and THOMES offer the following and move its adoption:

WHEREAS, municipal corporations are authorized, pursuant to Article 9, § 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intermunicipal agreements, and

WHEREAS, the Pine Plains Central School District, the Dutchess County Sheriff, and the County of Dutchess find that it is in their mutual best interests to enter into an agreement for the placement of One Deputy Sheriff in the School District, who will serve as School Resource Officer, and

WHEREAS, it is the understanding of the parties that the School Resource Officer will work during the school years to help maintain a safe campus environment that is conducive to learning, and to foster a relationship based upon cooperation and mutual support between law enforcement and school officials in the District, now, therefore be it

RESOLVED, the Dutchess County Executive or his designee is hereby authorized to execute the agreement in substantially the same form attached hereto and made a part hereof.

CA-165-18  
TJL/sc G-0224  
08/16/18  
Fiscal Impact: Attached

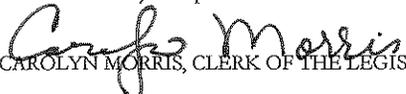
APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 9/18/2018

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

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

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

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

Identify Line Items(s):

A.3110.71.1010  
A.3110.71.15100.07

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

Nature/Reason:

New Agreement for School Resource Officer(s)

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

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

#### Additional Comments/Explanation:

Authorizing an intermunicipal agreement between the Dutchess County Sheriff's Office and Pine Plains Central School District. Agreement is for the placement of Deputy Sheriff's in the School Districts, to serve as School Resource Officers. Annual SRO rates are \$89,000 for an 8 hour day, for 1 deputy totalling \$89,000. The expense and revenue associated with this agreement was included in the 2018 adopted budget.

Prepared by: Maureen Sarigianis

Prepared On: 8/9/2018

## INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), the **PINE PLAINS CENTRAL SCHOOL DISTRICT**, a municipal corporation whose address is 2829 Church Street, Pine Plains, New York 12567 (hereinafter referred to as the "SCHOOL DISTRICT"), and **ADRIAN H. ANDERSON**, Sheriff of Dutchess County, whose address is 150 N. Hamilton Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "SHERIFF").

### WITNESSETH:

WHEREAS, municipal corporations are authorized, pursuant to both Article 9, Section 1 of the State Constitution and Article 5-G of the General Municipal Law to enter into intergovernmental agreements; and

WHEREAS, Article 5-G of the General Municipal Law specifically authorizes and encourages municipal corporations to enter into agreements with each other in order to provide cooperatively, jointly, or by contract any facility, service, activity, or undertaking which each participating municipal corporation has the power to provide separately; and

WHEREAS, the respective governing boards of the Pine Plains Central School District, the Sheriff, and the County of Dutchess have determined that it is in their mutual best interests to enter into this Agreement for the following purposes: for the placement of one (1) School Resource Officer (SROs) in the School District and other services as may be agreed to between the parties in writing;

NOW THEREFORE, in furtherance of their mutual interests and in consideration of the mutual covenants and agreements herein contained, and compliance with the terms and conditions specified herein, the School District and the County hereby agree to the following:

1. The County agrees to provide the School District and one Deputy Sheriff to serve as School Resource Officer in the School District for the 2018/2019 school year to maintain a safe campus environment that is conducive to learning, to create a relationship based upon cooperation and mutual support between law enforcement and school officials, to improve relationships between law enforcement, school, community and youth of the school, to serve as consultants to school staff, parents and youth on safety matters and other matters which will provide a better environment for the students and teachers to pursue their respective tasks, and to serve as a role model to students:

- (i) The SRO shall be an employee of and shall be subject to the administration, supervision and control of the County Sheriff at all times

and subject to the School District's policies and procedures when performing functions at the School District's schools, unless otherwise provided in this Agreement.

- (ii) The Deputy Sheriffs assigned as SROs will be selected by the Sheriff based upon the Sheriff's judgment and discretion, taking into consideration among other criteria the Deputy Sheriff's training, qualifications, experience, interest in the position and the Deputy Sheriff's ability to effectuate the goals and objectives set forth herein.
- (iii) The School District shall evaluate the SRO program and the performance of the SRO. Such evaluation by the School District shall be performed in order to evaluate the performance of the SROs in accordance with the County Sheriff's rules and regulations and also to ascertain what, if anything, can be done to improve the SRO program.
- (iv) The School District shall have the right to request the removal of any SRO where there is a demonstrated inability to effectuate the goals and objectives of this Agreement, whereupon the Sheriff shall conduct an investigation pursuant to the School District's request for removal. Notice of dissatisfaction must be communicated in writing by the Superintendent of Schools to County Sheriff at any time during the school year. A request for replacement shall be honored unless the same are insubstantial and lacks substance in fact.
- (v) The County agrees to provide and pay the SROs' salary and employment benefits in accordance with County personnel policies or the applicable collective bargaining agreement, if one exists. The Sheriff will bill the School District in ten (10) monthly installments for the cost of the one SRO's at the rate of \$89,000 per SRO, with the school District paying such costs after audit by the School District's Claims Auditor, within 45 days of receipt of the bill from the Sheriff. There shall be no charges made by the Sheriff beyond the monthly payments referenced above.
- (vi) It is understood and agreed that the Sheriff, in its sole discretion, shall have the authority to discharge and discipline a Deputy Sheriff assigned as

an SRO as provided under the terms of any applicable collective bargaining agreement and/or by law. Any issues or reports relating to the conduct of the SROs by the School District shall be directed to the Sheriff. The County shall indemnify and hold harmless the School District from any claims, suits or causes arising out of allegations of unfair or unlawful employment practice brought by a Deputy Sheriff assigned as an SRO.

- (vii) It is understood and agreed that the School District shall be responsible for any overtime pay earned by a Deputy Sheriff serving as an SRO where the School District desires the SRO to remain on duty beyond the eight (8) hour day.
- (viii) It is understood and agreed that, should an SRO become unable to perform his or her duties as a result of illness or injury that causes the Deputy Sheriff to be absent, the School District may request that the Sheriff assign another Deputy Sheriff to fill the SRO position, where one is available, and the request will not be unreasonably refused.
- (ix) The duties of the SROs shall be those described on Attachment A to this Agreement.
- (x) The SROs shall report to the Main Office at the start of each work day and shall sign in on a log provided by the School for those hours that cover the regular hours of the school program at the school and a total of eight (8) hours per day. The SROs shall sign out at the end of each work day using the same log.
- (xi) The Sheriff's Office shall provide the appropriate in service training for the SRO, to enable the SROs to function efficiently. The School District shall also provide training in school policies, regulations and procedures, or additional training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
- (xii) In consideration for the service provided herein, the School District hereby agrees to participate in the Department of Behavioral & Community Health's school prevention program, if any, which includes but is not limited to, an annual survey of all students in the Districts' eighth, tenth,

and twelfth grades which measures risk and protective factors to prevent problem behaviors and promote healthy development. The School District also agrees to participate in other prevention programming, the costs of which will be paid by the Department of Behavioral & Community Health.

2. Pursuant to NY Education Law 2-d, the parties agree to the following provisions related to use of student data:

***Exclusive Purposes for which Student Data Will Be Used.*** Use of student data under this Agreement will be limited to that necessary for County and Sheriff to perform the services referenced in the Agreement between the School District, the County and the Sheriff. Such services include, but are not limited to, the necessary review of student educational records and student medical records.

***Protective Measures Regarding Third Parties.*** The County and Sheriff will ensure that any subcontractor or other person or entity with whom the County and Sheriff shares student data is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the School District's website.

***Storage of Data.*** County and Sheriff will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and email archiving (for information stored digitally) and manual lock and key (for physical copies of such information).

***Expiration of Agreement.*** This Agreement expires on June 30, 2019, unless extended by the parties by mutual agreement in accordance with the terms of the Agreement. Upon expiration of this Agreement, County and Sheriff will ensure that all student data, including student medical records, are returned to the School District unless otherwise provided by law or collected for law enforcement purposes. County and Sheriff will also ensure that all emails containing personally identifiable student information are returned to the School District and deleted from the County's and Sheriff's email accounts.

***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by the County and Sheriff, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with the Pine Plains Central School District's Student Records Policy.

**The County and Sheriff acknowledge that they have received the Parents' Bill of Rights and understand their legal obligations as provided therein.**

3. The School District and the County shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability in connection with the services provided under this Agreement.

4. The County shall defend, indemnify, and hold the School Districts herein named harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees of the Sheriff arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

5. The School District shall defend, indemnify, and hold the County harmless from all losses, claims, demands and causes of action for injury or death to persons or damage to property caused by the negligent acts of any employees, agents, or servants of the School District arising out of the performance of this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

6. All Deputy Sheriffs performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the School District shall not be responsible for the payment of any benefits thereunder. The School District shall provide to the Sheriff proof that they hold valid Workers' Compensation Insurance.

7. Neither the School District nor the County may assign this Agreement.

8. It is expressly understood and agreed that the School District and County shall not be responsible for the payment of any debts or obligations incurred by the other party in connection with the services rendered under this Agreement.

9. This Agreement shall remain in effect for the period of July 1, 2018 through June 30, 2019, and may be renewed upon mutual agreement of the School District, the Sheriff, and the County. This contract may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties. The School District, the Sheriff and the County may also terminate this Agreement upon at least 30 days written notice to the other party. Any notice will be sent by certified mail, return receipt requested, by personal delivery or overnight service.

10. This Agreement may only be modified, amended or terminated by an instrument in writing, duly executed and acknowledged by the authorized representative of each party, after approval by the governing body of each party.

11. In the event a dispute arises as to the responsibilities of the parties under the terms of this Agreement or as to the performance or nonperformance of the parties of the terms

conditions and covenants of this Agreement, the parties' sole remedy shall be upon application to a court of competent jurisdiction in Dutchess County, New York.

12. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract had been signed or filed with the designated filing agent with the invalid portion so modified or eliminated.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

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

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

APPROVED AS TO CONTENT:

PINE PLAINS CENTRAL SCHOOL  
DISTRICT

\_\_\_\_\_  
ADRIAN H. ANDERSON, Sheriff

By \_\_\_\_\_  
Martin D. Handler, Superintendent

## ATTACHMENT A

### SRO JUB DUTIES

1. Consult with and coordinate activities as requested by a school principal including but not limited to peer mediation for students to resolve conflicts, safety instruction for students and parents in areas such as sexual harassment, bicycle safety, school bus safety, substance abuse prevention, internet and computer safety and bullying.
2. Abide by School board policies to the extent that such compliance does not interfere with or impede the SRO in the performance of his or her duties as a law enforcement officer;
3. The SRO shall provide presentations on various subjects including Federal and State mandates in drug abuse prevention education at the request of school personnel.
4. Encourage group discussions about law enforcement with students, faculty and parents;
5. Under no circumstances shall the SRO be a school disciplinarian. The SRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law, but will assist in maintain the chain of custody with respect to contraband and controlled substances that would constitute evidence in student disciplinary proceedings.
6. Attend meetings with parents and faculty groups to solicit their support and understanding of the SRO school program and to promote awareness of law enforcement functions during the school day;
7. Attend meetings with school personnel to assist regarding law enforcement and crime prevention issues during the school day;
8. To confer with the principal of the school to which the SRO is assigned to develop plans and strategies to attempt to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
9. All persons employed by the Sheriff in providing services as an SRO pursuant to this Agreement shall be County officers or employees, and they shall not have any benefit, status, or right of School District employment, nor shall the SROs be assigned any duties normally performed by School District personnel, such as lunchroom duty or hall duty. Nothing herein shall preclude the SRO from being available in areas where interaction with students is expected.

10. The SRO shall familiarize himself/herself with and shall abide by School District policy, where not inconsistent with applicable law, concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property.
11. Initiate law enforcement action as necessary and notify the school principal as soon as possible after requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities as required by standard policy practices.
12. The SRO shall act as a liaison between the School Districts and local police agencies in law enforcement matters occurring while on school grounds;
13. The SRO shall wear the Dutchess County Sheriff's Office uniform;
14. The SRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.



# Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
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 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner (VC)		
District 21 - Town of East Fishkill	Horton (C)		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u>—</u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2018240 AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN PINE PLAINS CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER**

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present: 23                      Resolution: ✓                      Total : 21                      2  
 Absent: 2                              Motion:                                   Yes                              No  
 Vacant: 0                              Abstentions: 0

**2018240 AUTHORIZING EXECUTION OF AN INTERMUNICIPAL AGREEMENT BETWEEN PINE PLAINS CENTRAL SCHOOL DISTRICT, DUTCHESS COUNTY SHERIFF, AND COUNTY OF DUTCHESS TO PROVIDE SCHOOL RESOURCE OFFICER**

RESOLUTION NO. 2018241

RE: AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY (A.1165.05)

Legislators HORTON, ROMAN, SAGLIANO, TRUITT, BOLNER, JOHNSON, SAGLIANO, and INCORONATO offer the following and moves its adoption:

WHEREAS, the District Attorney has requested the appropriation of forfeiture of crime proceeds, and

WHEREAS, pursuant to Article 13-A of the CPLR, said funds must be used to enhance prosecutorial and law enforcement efforts, enforcement training, equipment and operations, and not to supplement ordinary budgetary expenses, and

WHEREAS, the District Attorney has requested that the sum of \$30,825 be placed in various District Attorney Asset Forfeiture accounts to be used for the purchase of food and office supplies, employee travel expenses, training seminars, postage and other equipment, listed on the attached Asset Forfeiture Expenditure sheet, now therefore, be it

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

APPROPRIATIONS

Increase

A.1165.05.4160	Office Supplies	\$10,825
A.1165.05.4750	Other Equipment – ND	\$ 6,000
A.1165.05.4765.312	Asset Forfeiture Reimbursed Expenses Municipalities	\$ 4,000
A.1165.05.4765.313	Asset Forfeiture Reimbursed Expenses Other Than Municipalities	<u>\$10,000</u>
		<u>\$30,825</u>

REVENUES

Increase

A.9998.95110.01	Forfeiture – State Reserve	<u>\$30,825</u>
-----------------	----------------------------	-----------------

CA-160-18  
LDF/sc/G-0135  
08/09/18  
Fiscal Impact: See attached statement

**APPROVED**  
  
**MARCUS J. MOLINARO**  
**COUNTY EXECUTIVE**  
Date 9/18/2018

STATE OF NEW YORK  
ss:  
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 30,825

Total Current Year Revenue \$ 30,825  
and Source

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

Identify Line Items(s):

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

Nature/Reason:

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

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

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

### Additional Comments/Explanation:

This resolution is to appropriate Asset Forfeiture Funds (A.9998.95110.01 - Asset Forfeiture State - Reserve) to enable the purchase of equipment, etc. listed on the attached Asset Forfeiture Expenditure sheet.

Prepared by: Heidi Owens

Prepared On: 08/09/2018

## Asset Forfeiture Budget Amendments

<b>APPROPRIATION</b>		
<b>Increase</b>		
A.1165.05.4160	Office Supplies	\$10,825
A.1165.05.4750	Other Equipment-ND	\$6,000
A.1165.05.4765.312	Asset Forfeiture Reimbursed Expenses Municipalities	\$4,000
A.1165.05.4765.313	Asset Forfeiture Reimbursed Expenses Other Than Municipalities	\$10,000
<b>REVENUE</b>		
<b>Increase</b>		
A.9998.95110.01	Forfeiture - State Reserve	\$30,825

**Asset Forfeiture Expenditures**

**4160 - Office Supplies**

Five Desktop Printers	1,875.00	Dutchess County District Attorney
Desk with L Work Station	800.00	Dutchess County District Attorney
Credenza	850.00	Dutchess County District Attorney
5 Guest Chairs	2,300.00	Dutchess County District Attorney
Miscellaneous Office Supplies	5,000.00	Dutchess County District Attorney
<b>TOTAL:</b>	<b>10,825.00</b>	

**4750 - Other Equipment-ND**

Three Conference Room Table	6,000.00	Dutchess County District Attorney
<b>TOTAL:</b>	<b>6,000.00</b>	

**4765.312 - Asset Forfeiture Reimbursed Expenses Municipalities**

Wireless Routers w/ Vehicle Mounts & Installation	3,500.00	Pine Plains Police Department
Relocate Video Cameras	500.00	NY State Police
<b>TOTAL:</b>	<b>4,000.00</b>	

**4765.313 - Asset Forfeiture Reimbursed Expenses Other Than Municipalities**

After School/Summer Programs	10,000.00	Boys and Girls Club
<b>TOTAL:</b>	<b>10,000.00</b>	

<b>TOTAL TO BE APPROPRIATED:</b>	<b>30,825.00</b>	
<b>TOTALS BY PROGRAM</b>		
Dutchess County District Attorney	16,825.00	
Pine Plains Police Department	3,500.00	
NY State Police	500.00	
Boys and Girls Club	10,000.00	
<b>TOTAL TO BE APPROPRIATED:</b>	<b>30,825.00</b>	

# Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsle	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsle	Sagliano*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 6 - Town of Poughkeepsle	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsle	Truitt		
District 8 - City and Town of Poughkeepsle	Brendli		
District 9 - City of Poughkeepsle	Johnson		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner (VC)		
District 21 - Town of East Fishkill	Horton (C)		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		

Present: 12                      Resolution: ✓                      Total : 12                      0  
 Absent: 0                              Motion: —    Yes  
 Vacant: 0    Abstentions: 0    No

2018241 AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY (A.1165.05)

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

2018241 AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY (A.1165.05)

September 12, 2018

RESOLUTION NO. 2018242

RE: AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY SHERIFF

Legislators HORTON, ROMAN, SAGLIANO, TRUITT, JOHNSON, BOLNER, and INCORNATO offer the following and moves its adoption:

WHEREAS, the Sheriff has requested the appropriation of federal asset forfeiture proceeds, and

WHEREAS, pursuant to Article 13-A of the CPLR, said funds must be used to enhance prosecutorial and law enforcement efforts, enforcement training, equipment and operations, and not to supplement ordinary budgetary expenses, and

WHEREAS, the Sheriff has requested that the sum of \$47,838 be placed in various Sheriff Asset Forfeiture accounts to be used for the purchase of law enforcement tools, special operations radios, cellular telephones and other items, listed below and on the attached Asset Forfeiture Expenditure sheet, now therefore, be it

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

APPROPRIATIONS

Increase

A.3110.05.2500.05	Other Equipment-5 Year	\$15,000
A.3110.05.4105	Bldg. & maint. Parts, supplies & tools	1,400
A.3110.05.4123	Safety Supplies	2,450
A.3110.05.4124	Communication Supplies	5,440
A.3110.05.4160	Office Supplies	12,500
A.3110.05.4231.54	Data Line Internet Charges	6,250
A.3110.05.4438	Investigations	<u>4,798</u>
	<b>TOTAL:</b>	<b><u>\$47,838</u></b>

REVENUES

Increase

A.3110.05.26260.02	Forfeiture – Restricted	<b>APPROVED</b> \$47,838
	<b>TOTAL:</b>	<b><u>\$47,838</u></b>

CA-145-18  
TIL/kvh/G-0224-A  
8/01/18  
Fiscal Impact: See attached statement  
STATE OF NEW YORK  
ss:  
COUNTY OF DUTCHESS

*[Signature]*  
**MARCUS J. MOLINARO**  
COUNTY EXECUTIVE  
Date 9/18/2018

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

*[Signature]*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 47,838

Total Current Year Revenue \$ 47,838  
and Source

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

Identify Line Items(s):  
see attached list of Asset Forfeiture expense lines

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

Nature/Reason:

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

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

### Additional Comments/Explanation:

Appropriate the Sheriff's 2018 budget in the amount of \$47,838 with funds received from Federal Asset Forfeiture. List of request purchases attached.

Prepared by: Maureen Sarigianis

Prepared On: 7/17/2018



# Public Safety Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
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 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner (VC)		
District 21 - Town of East Fishkill	Horton (C)		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		

Present: 12  
 Absent: 0  
 Vacant: 0

Resolution: ✓  
 Motion: —

Total : 12 0  
           Yes        No  
 Abstentions: 0

2018242 AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY SHERIFF

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

Present: 24  
 Absent: 1  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 24      0  
           Yes        No  
 Abstentions: 0

2018242 AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DUTCHESS COUNTY SHERIFF

September 12, 2018

RESOLUTION NO. 2018243

RE: SETTING A PUBLIC HEARING WITH RESPECT TO  
AWARDING A MATCHING GRANT TO ASSIST IN THE  
ACQUISITION OF AN OPEN SPACE PARCEL LOCATED  
ADJACENT TO THE HISTORIC KIMLIN CIDER MILL  
OWNED BY CIDER MILL FRIENDS IN THE TOWN  
OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

Legislators BORCHERT, ROMAN, SAGLIANO, HORTON, JOHNSON, TRUITT,  
BRENDLI, and BOLNER offer the following and move its adoption:

WHEREAS, the County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2018) for an award in an amount not to exceed \$40,000 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 an open space parcel, to be owned by the Cider Mill Friends, (hereinafter referred to as the "CMF") on approximately 1+/- acres of property, (Tax Grid Number: 134689-6160-02-722792-0000) located adjacent to the historic Kimlin Cider Mill on Cedar Avenue, in the Town of Poughkeepsie, Dutchess County, New York, and

WHEREAS, as a result of the CMF's organizing efforts and an application to the Program, Dutchess County shall contribute up to \$40,000, Jane W. Nuhn Charitable Trust shall contribute up to \$40,000 with the CMF providing the remainder of the required funding, for a total contribution of up to \$101,800, and

WHEREAS, the subject property will be preserved as open space and provide for reasonable access to this site and the adjacent historic Kimlin Cider Mill, and

WHEREAS, the CMF shall grant the County a conservation easement to ensure the preservation of the property as publicly-accessible open space and shall assume primary responsibility to monitor the easement and provide the County with an annual report, and

WHEREAS, the Dutchess County Planning Board Resolution recommending support for the acquisition of this open space by CMF through a matching share grant of up to \$40,000, through the Program is attached, and

WHEREAS, the Program and General Municipal Law §247 require a public hearing on acquisition of such an open space parcel and placement of such an easement prior to final authorization thereof, now, therefore, be it

RESOLVED, that this Legislature shall conduct a public hearing on the 9<sup>TH</sup> day of October, 2018 at 7 P.M., in the Legislative Chambers, County Office Building, 22 Market Street, Poughkeepsie, New York on the proposed award of up to \$40,000 in matching grant funds through the Dutchess County Partnership for Manageable Growth Program to partially fund the purchase of an open space parcel of approximately 1+/- acres of Property, (Tax Grid No. 134689-6160-02-722792-0000), which is located adjacent to the historic Kimlin Cider Mill on Cedar Avenue in the Town of Poughkeepsie, Dutchess County, New York, Jane W. Nuhn Charitable Trust shall contribute up to \$40,000 with the CMF providing the remainder of the required funding, for a total project cost of \$101,800, and be it further

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

CA-154-18  
LDF/kvh  
G-0179  
08/13/18  
Fiscal Impact: See attached statement

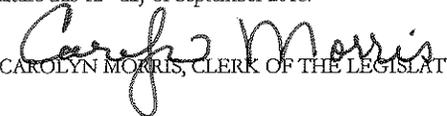
APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 9/14/2018

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0  
and Source

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

Identify Line Items(s):

H0476.8020.3006.7016 - Acquisition of Open Space, consisting of +/- 1 acre, known as Cider Mill Friends Lot 1

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

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

#### Additional Comments/Explanation:

Dutchess County has awarded \$40,000 in matching funds from the Dutchess County Partnership for Manageable Growth Program to assist the Cider Mill Friends of Open Space and Historic Preservation in the purchase of an approximately 1-acre parcel, located adjacent to the historic Kimlin Cider Mill (already owned by the Cider Mill Friends). The not to exceed cost of the acquisition of the parcel is a \$101,800 with Jane W, Nuhn Charitable Trust and the Cider Mill Friends providing the remainder of the required funding.

The source of County funds is Capital Account H0476, bonds approved by Dutchess County Legislature Resolution No. 2014323 to support the Partnership for Manageable Growth (PMG) Program.

Prepared by: Brad Barclay, Department of Planning and Development

**DUTCHESS COUNTY PLANNING BOARD  
RESOLUTION NO 01/2018**

**RECOMMENDING FOUR APPLICATIONS FOR CONSIDERATION THROUGH THE PARTNERSHIP FOR MANAGEABLE GROWTH (PMG) PROGRAM**

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

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

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

WHEREAS, by Resolution No. 2017212, Dutchess County authorized the issuance of \$1,000,000 Serial Bonds of the County of Dutchess to pay the cost of the acquisition of parcels of land, or rights or interests in such land, for passive park purposes and the preservation of Open Space and Farmland in and for said county.

WHEREAS, IN 2018 the Dutchess County Planning Board received three applications for matching grant funds submitted by the Dutchess Land Conservancy for the acquisition of agricultural conservation easements on a total of 554 acres; and

WHEREAS, the total cost of the three farm conservation easements, including the administrative costs associated with finalizing the acquisitions, are estimated to be \$3,511,790; and

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

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

WHEREAS, IN 2018 the Dutchess County Planning Board received an application for matching grant funds submitted by the Cider Mill Friends of Open Space & Historic Preservation for the acquisition of a 1 acre, open space parcel, adjacent to the historic (c. 1880) Kimlin Cider Mill; and

WHEREAS, the total cost of the open space acquisition, including the administrative costs associated with finalizing the acquisition, is estimated to be \$101,800; and

WHEREAS, the owner of the property has signed a letters of intent stating their interest in selling the property and the Cider Mill Friends would grant a conservation easement restricting future development on said property and allowing public access (subject to reasonable regulation); and

WHEREAS, the adjacent Kimlin Cider Mill (owned by the Cider Mill Friends) is a Town of Poughkeepsie Landmark and is listed on the National Register of Historic Places; and

WHEREAS, the Board finds that each of the four applications met or exceeded the program criteria; and

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

RESOLVED, that the Dutchess County Planning Board recommends that up to \$1,042,500 of the total project costs described above, be awarded for the acquisition of an open space parcel and development rights on the farms, based on the following contingencies:

- 1) Completion of administrative tasks including but not limited to survey, title search, and base line documentation pursuant to negotiation of an appropriate conservation easement;
- 2) Negotiation of an agricultural conservation easement conveying the development rights on the Farm property to the appropriate land conservancy, with such rights in New York State, Dutchess County, and the Town as appropriate for program purposes and restricting future use of the property under easement to agriculture-related uses; or

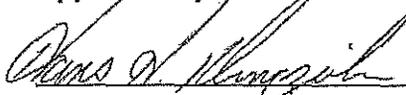
Negotiation of the sale of the open space parcel to the applicants and negotiation of a conservation easement on the property restricting future development on said property and allowing public access (subject to reasonable regulation) to be conveyed to Dutchess County;

- 3) Development of a Monitoring Agreement between Dutchess County and the appropriate land conservancy for the purpose of enforcing the provisions of the conservation easement acquired with Partnership for Manageable Growth Program funds;
- 4) Completion of review and approval of the proposed acquisition by the Dutchess County Legislature in its capacity as Lead Agency under the State Environmental Quality Review Act (SEQRA), and be it further

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

	Yes	No	Absent
Hans Klingzahn, Chair	<u>  x  </u>	<u>      </u>	<u>      </u>
James Nelson, Vice Chair	<u>  x  </u>	<u>      </u>	<u>      </u>
Gary Baright	<u>      </u>	<u>      </u>	<u>  x  </u>
Colleen Cruikshank	<u>  x  </u>	<u>      </u>	<u>      </u>
Michael Dupree	<u>  x  </u>	<u>      </u>	<u>      </u>
Hans Hardisty	<u>      </u>	<u>      </u>	<u>  x  </u>
Edward P. Hauser	<u>  x  </u>	<u>      </u>	<u>      </u>
J. Patrick Lambert	<u>  x  </u>	<u>      </u>	<u>      </u>
Warren Temple Smith	<u>  x  </u>	<u>      </u>	<u>      </u>
Jill Way	<u>      </u>	<u>      </u>	<u>  x  </u>
John Weisman	<u>  x  </u>	<u>      </u>	<u>      </u>
Frederick Wilhelm	<u>      </u>	<u>      </u>	<u>  x  </u>
J. Randall Williams	<u>  x  </u>	<u>      </u>	<u>      </u>

Approved by the Dutchess County Planning Board

  
 \_\_\_\_\_  
 Hans Klingzahn, Chair

March 14, 2018  
 Date

**Partnership for Manageable Growth  
2018 Applications Summary**

Score	Project Title	Category	Acreage	Location	Total Project Cost	PMG Request	% of PMGP Applicant	Cost Per Acre	Recommend Award
149	Speeter/Jordan Lane Farm	Farmland Protection	156	Pine Plains	\$1,337,290	\$330,000	25% Dutchess Land Conservancy	\$8,572.37	\$330,000
142	Glendale Farm	Farmland Protection	283	Amenia	\$1,556,500	\$386,000	25% Dutchess Land Conservancy	\$5,500.00	\$386,000
141	Meili Farm	Farmland Protection	115	Amenia	\$618,000	\$286,500	46% Dutchess Land Conservancy	\$5,373.91	\$286,500
114	Cider Mill Friends Lot 1 Acquisition	Open Space	1	Poughkeepsie	\$101,800	\$40,000	39% Cider Mill Friends of OS & HP	\$101,800.00	\$40,000
			<b>555</b>		<b>\$3,613,590</b>	<b>\$1,042,500</b>			<b>\$1,042,500</b>
								<b>Estimated Available Funding Balance</b>	<b>\$1,760,000</b> <b>\$717,500</b>

# *Environment Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 4 - Town of Hyde Park	Black*		
District 20 - Town of Red Hook/Tivoli	Munn*		
District 3 - Town of LaGrange	Borchert (C)		
District 6 - Town of Poughkeepsie	Edwards		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Page		
District 22 - Towns of Beekman and Union Vale	Garito	<i>absent</i>	
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

**2018243** SETTING A PUBLIC HEARING WITH RESPECT TO AWARDING A MATCHING GRANT TO ASSIST IN THE ACQUISITION OF AN OPEN SPACE PARCEL LOCATED ADJACENT TO THE HISTORIC KIMLIN CIDER MILL OWNED BY CIDER MILL FRIENDS IN THE TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Armenia, Washington, Pleasant Valley	Houston		

Present:	<u>24</u>	Resolution:	<u>✓</u>	Total :	<u>24</u>	<u>0</u>
Absent:	<u>1</u>	Motion:	<u>—</u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2018243 SETTING A PUBLIC HEARING WITH RESPECT TO AWARDING A MATCHING GRANT TO ASSIST IN THE ACQUISITION OF AN OPEN SPACE PARCEL LOCATED ADJACENT TO THE HISTORIC KIMLIN CIDER MILL OWNED BY CIDER MILL FRIENDS IN THE TOWN OF POUGHKEEPSIE, DUTCHESS COUNTY, NEW YORK**

RESOLUTION NO. 2018244

RE: AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE APPROPRIATED FUND BALANCE

Legislators BOLNER, PULVER, ROMAN, SAGLIANO, TRUITT, BLACK, MUNN, JOHNSON, and JETER-JACKSON offer the following and move its adoption:

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

WHEREAS, a supplement to the MIG program has been established which will provide additional funding for critical projects, resulting in meaningful, ongoing savings to help municipalities remain below the tax cap or minimize property taxes. The larger the savings, as measured over a five-year period, the higher the priority; and

WHEREAS, an appropriation of fund balance is necessary to provide funding for this purpose, and

WHEREAS, it is necessary to amend the 2018 Adopted County Budget to make a supplement to the MIG Account, now therefore, be it

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

APPROPRIATIONS

Increase

A.8020.4414.1460 Shared Services Grant Prg., Muni Consold. & Effncy Supplement \$803,000

Increase

A.9998.95990.01 Approp. Fund Balance General \$803,000

CA-156-18

LDF/kvh/G-0179

08/7/18

Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 9/15/2018

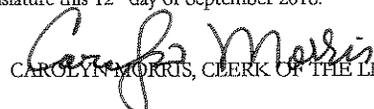
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

Total Current Year Cost \$ 803,000

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

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

Identify Line Items(s):

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

Nature/Reason:

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

Net County Cost (this year): \$803,000

Over Five Years: \$803,000

#### Additional Comments/Explanation:

Twenty-one Municipal Innovation Grant (MIG) applications were submitted requesting more than \$3.2M compared to an availability of \$1M, far exceeding available funding; therefore, we request authorization of a supplement to the MIG to provide additional funding to aid municipal efforts in reducing and/or minimizing the property tax levy imposed on residents. Many of the projects funded through this supplement are included in the County-Wide Shared Services Tax Savings Plan and those that are not will be added to subsequent versions.

Prepared by: Christie Bonomo

Prepared On: 8/6/18

## Morris, Carolyn

---

**From:** Wrafter, Eoin  
**Sent:** Friday, September 7, 2018 11:29 AM  
**To:** Morris, Carolyn  
**Cc:** Baiano, Chris  
**Subject:** Resolution #2018244 - MIG Projects  
**Attachments:** CDAC Recommendations - Master Edited 7.30.18\_FINAL\_ForLegApproval.pdf; MIG Funding Summary 2013-2017.pdf

Carolyn,

As requested last night, attached please find the recommendations for the 2018 MIG Projects.

2017 awarded projects can be found here:

<https://www.dutchessny.gov/CountyGov/Departments/Planning/22268.htm>, summary of prior year award are attached as well.

Eoin

**Eoin Wrafter, AICP**  
**Commissioner**  
**Dutchess County Planning and Development**  
High Street, 2nd Floor  
Poughkeepsie, NY 12601  
Phone: (845) 486-3600 Fax: (845) 486-3610  
Email: [ewrafter@dutchessny.gov](mailto:ewrafter@dutchessny.gov)  
[www.dutchessny.gov](http://www.dutchessny.gov)

**2018 Municipal Innovation Grant Program  
CDAC and Staff Funding Recommendations**

**General Innovation Focus Area**

Lead Applicant	Activity Title	Recommended Funding
City of Beacon	Multi-Jurisdictional Human Resource Services	\$75,000
City Of Poughkeepsie	911 Phone System Consolidation & Enhanced Shared Network	\$168,700 **
Town of North East	Shared Highway Garage & Fuel Storage Facility	\$240,000
Village of Tivoli	Transfer of Ownership of Tivoli Water and Wastewater Systems	\$108,000
Village of Rhinebeck	Water and Sewer Trasfer of Ownership Feasibility Study	\$87,750
Town of Milan	Municipal Shared Highway Equipment	\$0
Roosevelt Fire District	Mass Casualty and Disaster Response Unit (MCDRU)	\$0
Town of Clinton	Dirt Roller Shared Services	\$0
City Of Poughkeepsie	Cloud Based Agenda Management Solution for Municipal Meetings	\$0
Town of Beekman	Town Hall Energy Efficiency Improvements	\$0
Town of Beekman	Information Station Installation	\$0
<b>Total</b>		<b>\$679,450</b>
<b>**Match Funding: Interoperable Communications Formula-Based Grant Program</b>		<b>\$118,700</b>
<b>General Innovation Subtotal</b>		<b>\$560,750</b>

**ADA Focus Area**

Lead Applicant	Activity Title	Recommended Funding
Village of Rhinebeck	Wheelchair Lift Replacement	\$50,000
Town of Pleasant Valley	Accessibility Features & Improvement for New Town Hall	\$50,000
Town of Beekman	Town Hall ADA Improvements	\$50,000
Village of Wappingers Falls	Lower Wappinger Creek Community Boathouse - ADA Improvements	\$50,000
Town of East Fishkill	Red Wing Park ADA Compliance Improvements	\$40,000
Town of Red Hook	ADA Improvements to Recreation Park Facilities	\$50,000
Arlington Central School District	Sidewalk Entrance to School	\$0
<b>Total</b>		<b>\$290,000</b>

**Criminal Justice/Law Enforcement Focus Area**

Lead Applicant	Activity Title	Recommended Funding
City of Beacon	Dutchess County Drug-Task Force (DCDTF)	\$825,090 *
City Of Poughkeepsie	Dutchess County Child Advocacy Center (CAC) - Juvenile Detective	\$75,000
City Of Poughkeepsie	Crisis Intervention Training (CIT) - Phase III	\$256,850 *
<b>Total</b>		<b>\$1,156,940</b>
<b>MIG Grand Total - All Focus Areas</b>		<b>\$2,007,690</b>
<b>MIG Reserve Balance to be Allocated to 2018 MIG</b>		<b>\$204,700</b>
<b>2018 MIG Budget Allocation</b>		<b>\$1,000,000</b>
<b>2018 MIG Budget Deficit/Need</b>		<b>\$802,990</b>

## 2013 Municipal Consolidation and Shared Services Grant Program

<u>Lead Applicant</u>	<u>Project Name</u>	<u>Award</u>
City of Beacon	Electronic Document and Meeting Management	\$86,734
City of Beacon	Implementation Plan to Consolidate Firehouses	\$30,000
City of Beacon	Tri-Municipal Sewer Services Evaluation	\$200,000
City of Poughkeepsie	Fallkill Pedestrian Bridge Project	\$30,595
City of Poughkeepsie	Market Street Regional Transit Hub	\$80,000
City of Poughkeepsie	Municipal Waste Water Treatment System Upgrade	\$237,382
City of Poughkeepsie	Utility Software Upgrade Project	\$130,000
Town of Beekman	Shared Assesor Services	\$25,000
Town of Hyde Park	Cloud Based Building, Permitting, Code Enforcement, Planning, Zoning Collaboration Software	\$257,205
Town of Pawling	Shared Fuel Farm	\$48,720
Town of Poughkeepsie	Automated Salt Spreader Project	\$357,000
Town of Red Hook	Highway Shared Services Program	\$79,000
Town of Rhinebeck	Inter-Municipal Shared Technology Services	\$71,756
Village of Millbrook	Visual Inspection of Sewer and Storm Water Infrastructure	\$66,000
Village of Wappingers Falls	Tri-Muni Waste Water Treatment System Upgrades	\$200,000
	<i>Subtotal</i>	<b><u>\$1,899,392</u></b>

## 2014 Municipal Consolidation & Shared Services Grant Program

<u>Lead Applicant</u>	<u>Project Name</u>	<u>Award</u>
City of Beacon	City of Beacon, Town of Fishkill and Village of Fishkill Police Consolidation Plan	\$90,000
Hyde Park Fire and Water District	Consolidation of the Hyde Park Fire and Water District and the Staatsburg Fire District	\$15,000
Town of Clinton	Shared Electronic Fuel Dispensing System	\$16,180
Town of Dover	Consolidation of IT Services and ECMS Implementation	\$58,500
Town of Milan	Municipal Shared Highway Equipment	\$265,000
Town of Poughkeepsie	Consolidated Salt Spreading Operations	\$63,000
Village of Tivoli	Water and Wastewater System Transfer Feasibility Study	\$80,000
Village of Wappingers Falls	Tri-Municipal Wastewater Treatment Aeration System Upgrades	\$200,000
	<i>Total</i>	<b><u>\$787,680</u></b>

## 2015 Municipal Consolidation & Shared Services Grant Program

<u>Lead Applicant</u>	<u>Project Name</u>	<u>Award</u>
City of Beacon	City of Beacon Consolidation of Firehouses	\$200,000
City of Poughkeepsie	Crisis Intervention Training- Dutchess County Joint Applications	\$246,340
City of Poughkeepsie	Development of Fiscal Improvement Plan	\$40,000
Town of Clinton	Municipal Shared Highway Equipment	\$70,000
Town of Milan	Municipal Shared Highway Equipment	\$194,863
Town of Pine Plains	Codification of Local Laws	\$16,459
Town of Rhinebeck	Consolidation of Rhinebeck Highway and Maintenance Departments Study	\$45,000
Village of Red Hook	Implementation of Recommendations from Highway Shared Services Study	\$81,250
Village of Wappingers Falls	Tri-Municipal Wastewater Treatment Aeration System Upgrades	\$100,000
	<i>Total</i>	<b><u>\$993,912</u></b>

## 2016 Municipal Consolidation & Shared Services Grant Program

<u>Lead Applicant</u>	<u>Project Name</u>	<u>Award</u>
City of Poughkeepsie	911 Consolidation Study	\$75,000
City of Beacon	Consolidation of Firehouses - Final Design and Construction Documents	\$250,000
City of Poughkeepsie	DPW Restructuring & Consolidation Study	\$75,000
Town of Wappinger	Emergency Services Building Improvements	\$145,000
Town of East Fishkill	John Jay Sewer Improvement Area Engineering and Construction	\$100,000
Town of Poughkeepsie	Law Enforcement Computer-Aided Dispatch Upgrade and Consolidation	\$280,000
	<i>Total</i>	<b>\$925,000</b>

## 2017 Municipal Innovation Grant Program

<u>Lead Applicant</u>	<u>Project Name</u>	<u>Award</u>
City of Poughkeepsie	Crisis Intervention Team (CIT) Project Phase II	\$198,750
City of Beacon	Drug Task Force	\$563,821
Town of Red Hook	Municipal Shared Solar Farm	\$45,000
Town of Amenia	Regional Ambulance Services Study	\$190,000
Town of Hyde Park	Shared Commercial Sewer District Expansion Study	\$75,000
Town of Red Hook	Shared Court Facilities Study	\$30,000
Town of Rhinebeck	Shared Court Facilities Study	\$30,000
City of Beacon	Shared Municipal Complex - Site Study	\$142,000
Town of Poughkeepsie	Shared Municipal/Fire District Facility Study	\$150,000
Village of Wappingers Falls	Shared Services & Water Infrastructure Consolidation Study	\$120,000
Town of Pleasant Valley	Sports Field - Infield Mix & Permanent Synthetic Marking (Joint Procurement)	\$51,900
City of Poughkeepsie		
Town of Hyde Park	Streamlining Land Use Development Process	\$140,000
Town of Rhinebeck		
		<b>\$1,736,471</b>

# *Budget, Finance, and Personnel Committee Roll Call*

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

Present: <u>12</u>	Resolution: <u>✓</u>	Total : <u>11</u>	
Absent: <u>0</u>	Motion: <u>    </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2018244 AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE APPROPRIATED FUND BALANCE

September 6, 2018

# Roll Call Sheets

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

Present:	<u>24</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>24</u>	<u>0</u>
Absent:	<u>1</u>	Motion:	<input type="checkbox"/>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2018244 AMENDING THE 2018 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE APPROPRIATED FUND BALANCE

September 12, 2018

Budget, Finance, & Personnel

RESOLUTION NO. 2018245

RE: ERRONEOUS TAXES, TOWN OF LAGRANGE  
ASSESSSED TO: NEW YORK STATE (NYS)  
TAX GRID NUMBER: 133400-6461-01-329596-0000

Legislators BOLNER, BORCHERT, JOHNSON, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, the Receiver of Taxes of the Town of LaGrange has returned unpaid to this office, County and Town Taxes based upon the 2017 tax rolls against parcel number 133400-6461-01-329596-0000, and

WHEREAS, the Real Property Tax Service Agency has determined that the assessment is erroneous due to the property having been acquired by the State of New York on November 30, 2017, subsequent to taxable status date and prior to the levy of taxes and should be exempt, and

WHEREAS, pursuant to Section 558 of the Real Property Tax Law, due to the erroneous assessment, the lien of said taxes is rendered unenforceable, now therefore, be it

RESOLVED, that the Commissioner of Finance, be and she hereby is authorized, empowered, and directed to cancel and charge back the erroneous taxes as follows:

A342 Allowance for Uncollectable taxes	\$ 747.20
A430 Town of LaGrange	586.59
A430(CF018) LaGrange Fire	<u>642.91</u>
TOTAL:	<u>\$1,976.70</u>

CA-153-18  
G-0145-A 08/03/18  
CEB/CM/kvh/gp  
Fiscal Impact: Attached

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

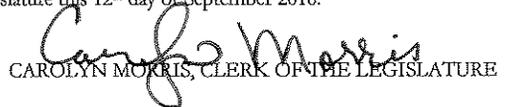
Date 9/18/2018

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

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

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

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

Identify Line Items(s):

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

Nature/Reason:

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

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

Additional Comments/Explanation:

Prepared by: Carmela Morley

Prepared On: August 2, 2018

# *Budget, Finance, and Personnel Committee Roll Call*

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

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u>    </u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2018245 ERRONEOUS TAXES, TOWN OF LAGRANGEASSESSED TO: NEW YORK STATE (NYS)TAX GRID NUMBER: 133400-6461-01-329596-0000**

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

2018245 ERRONEOUS TAXES, TOWN OF LAGRANGE ASSESSED TO: NEW YORK STATE (NYS) TAX GRID NUMBER: 133400-6461-01-329596-0000

Budget, Finance, & Personnel

RESOLUTION NO. 2018246

RE: ERRONEOUS TAXES, TOWN OF LAGRANGE  
ASSESSSED TO: New York State  
TAX GRID NUMBER: 133400-6461-03-383450-0000

Legislators BOLNER, BORCHERT, JOHNSON, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, the Receiver of Taxes of the Town of LaGrange has returned unpaid to this office, County and Town Taxes based upon the 2017 tax rolls against parcel number 133400-6461-03-383450-0000, and

WHEREAS, the Real Property Tax Service Agency has determined that the assessment is erroneous due to the property having been acquired by the State of New York on November 30, 2017, subsequent to taxable status date and prior to the levy of taxes and should be exempt, and

WHEREAS, pursuant to Section 558 of the Real Property Tax Law, due to the erroneous assessment, the lien of said taxes is rendered unenforceable, now therefore, be it

RESOLVED, that the Commissioner of Finance, be and she hereby is authorized, empowered, and directed to cancel and charge back the erroneous taxes as follows:

A342 Allowance for Uncollectable taxes	\$1,713.74
A430 Town of LaGrange	1,342.78
A430(CF018) LaGrange Fire	<u>1,474.54</u>
<b>TOTAL:</b>	<b><u>\$4,531.06</u></b>

CA-151-18  
G-0145-A 08/03/18  
CEB/CM/kvh/gp  
Fiscal Impact: Attached

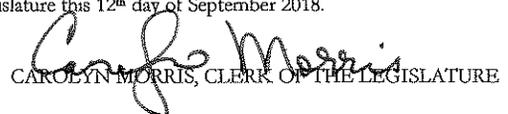
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

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

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof. Date 09/12/2018

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

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

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

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

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

Identify Line Items(s):

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

Nature/Reason:

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

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

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

Additional Comments/Explanation:

Prepared by: Carmela Morley

Prepared On: August 2, 2018

# *Budget, Finance, and Personnel Committee Roll Call*

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

Present:	<u>12</u>	Resolution:	✓	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	—		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2018246 ERRONEOUS TAXES, TOWN OF LAGRANGE ASSESSED TO: New York State  
 TAX GRID NUMBER: 133400-6461-03-383450-0000

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Zemike		
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		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

2018246 ERRONEOUS TAXES, TOWN OF LAGRANGE ASSESSED TO: New York State  
 TAX GRID NUMBER: 133400-6461-03-383450-0000

September 12, 2018

RESOLUTION NO. 2018247

RE: ERRONEOUS TAXES, VILLAGE OF RHINEBECK  
ASSESSED TO: UNITED STATES OF AMERICA  
TAX GRID NUMBER: 135001-6170-18-429206-0000

Legislators BOLNER, BORCHERT, JOHNSON, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, there is an assessment on 2017 tax rolls in the Village of Rhinebeck assessed to the United States of America and described as tax grid number 135001-6170-18-429206-0000 for re-levied village taxes in the amount of \$381.90, and

WHEREAS, it has been determined that this parcel was erroneously listed as unpaid by the Village of Rhinebeck and should not have been re-levied, and

WHEREAS, due to the clerical error, said taxes are rendered unenforceable, now therefore, be it

RESOLVED, that the Commissioner of Finance be and she hereby is authorized, empowered, and directed to cancel and charge back the erroneous taxes as follows:

A342 Allowance for Uncollectable taxes	\$ 41.98
A668 Village of Rhinebeck	<u>\$339.92</u>
TOTAL:	<u>\$381.90</u>

CA-152-18  
G-0145-A 08/03/18  
CEB/CM/kvh/gp  
Fiscal Impact: Attached

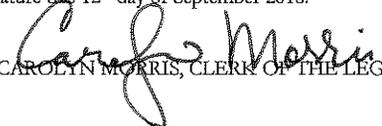
STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

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

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

**FISCAL IMPACT STATEMENT**

NO FISCAL IMPACT PROJECTED

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

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

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

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

Identify Line Items(s):

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

Nature/Reason:

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

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

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

Additional Comments/Explanation:

Prepared by: Carmela Morley

Prepared On: August 2, 2018

# *Budget, Finance, and Personnel Committee Roll Call*

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

Present:	<u>12</u>	Resolution:	✓	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	—		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2018247 ERRONEOUS TAXES, VILLAGE OF RHINEBECK ASSESSED TO: UNITED STATES OF AMERICA TAX GRID NUMBER: 135001-6170-18-429206-0000**

September 6, 2018

# Roll Call Sheets

District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
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 6 - Town of Poughkeepsie	Edwards		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Johnson		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
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		
District 24 - Towns of Dover and Union Vale	Surman	<i>absent</i>	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Houston		

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

2018247 ERRONEOUS TAXES, VILLAGE OF RHINEBECK ASSESSED TO: UNITED STATES OF AMERICA TAX GRID NUMBER: 135001-6170-18-429206-0000

September 12, 2018

L Aid ON DESKS 9/12/18  
GOVERNMENT SERVICES & ADMINISTRATION

RESOLUTION NO. 2018248

RE: LOCAL LAW NO. 5 OF 2018 A LOCAL LAW REGULATING  
SECONDHAND DEALERS

Legislators TRUITT, ROMAN, SAGLIANO, EDWARDS, MUNN, BLACK,  
LLAVERIAS, JOHNSON, and AMPARO offer the following and move its adoption:

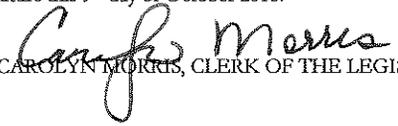
RESOLVED, that the Legislature of the County of Dutchess adopts Local Law No. 5  
of 2018, which has been submitted this date for consideration by said Legislature.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 10-29-2018

STATE OF NEW YORK  
ss:  
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9<sup>th</sup> day of October 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9<sup>th</sup> day of October 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

RE: LOCAL LAW NO. 5 OF 2018 A LOCAL LAW REGULATING  
SECONDHAND DEALERS

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF  
DUTCHESS, STATE OF NEW YORK AS FOLLOWS:

SECTION 1.

Local Law No. 8 of 1987 Entitled "A Local Law Providing for the Licensing of Precious Metal and Coin Dealers", as amended by Local Law No. 5 of 1997 and Local Law No. 2 of 2011 is hereby repealed upon the effective date of this Local Law.

SECTION 2. LEGISLATIVE FINDINGS & PURPOSE.

The purpose of this Local Law is to provide for licensing of secondhand dealers and to create a uniform, countywide registration and record-keeping requirement for secondhand dealers located within the County of Dutchess that will curtail the distribution and facilitate the recovery of stolen property. The opiate epidemic plaguing the nation has impacted Dutchess County causing an increase in property being stolen and exchanged at secondhand dealer establishments. The Legislature finds and determines pursuant to its police and home rule powers that the recordkeeping requirements imposed herein are both reasonable and feasible to implement and will assist the law enforcement community in tracing and recovering secondhand articles as defined herein that are stolen property.

SECTION 3. DEFINITIONS

- a. "Secondhand Dealer" means any person, corporation, partnership, association, limited liability corporation, and the agents, associates or employees thereof, regularly engaged in the commercial exchange, purchase and/or sale of secondhand articles.
- b. "Secondhand Article" means any goods sold at resale, except as specifically provided for herein.
- c. "Identification" means an official document issued by the United States government, or by any state, county, municipality, public agency, or department thereof, provided that such document contains a photographic image of the holder.
- d. "Precious metals" shall mean gold, silver, platinum, titanium, precious and semi-precious stones including coins, utensils, or objects of art containing one or more of these metals.
- e. "Antiques" are such items or collectibles recognized as such by established dealer associations within the industry, other than items defined as precious metals herein.

- f. "Goods" shall mean all things which are movable at the time of identification to the transaction for sale other than the money in which the price is to be paid.
- g. "Antiques Dealer" shall mean a person, corporation, partnership, association, Limited Liability Corporation or other entity that offers to the public for sale antiques.
- h. "Retailer" shall mean a person, corporation, partnership, association, limited liability corporation or other entity operating in Dutchess County that offers to the public for sale goods, wares, or merchandise
- i. "Commissioner" means the Dutchess County Commissioner of Behavioral and Community Health

#### SECTION 4. LICENSE REQUIRED.

Effective June 1, 2019, no person, corporation, partnership, association, Limited Liability Corporation or other entity shall operate in Dutchess County as a secondhand dealer or hold themselves out as a secondhand dealer without first being licensed by the Commissioner as provided for herein:

(a) Every person desiring to engage in any business as a secondhand dealer in the County of Dutchess shall obtain a license therefore from the Commissioner in accordance and subject to, the provisions of this Local Law.

(b) Every Licensee shall maintain a regular place of business within the County of Dutchess or designate a local agent for the service of process.

(c) A licensee shall prominently display the license obtained pursuant to this local law in the establishment and visible to the general public. If a licensee shall maintain more than one establishment within the County of Dutchess, he/she shall obtain duplicate licenses,

(d) No person who, within 15 years previous to applying for a license, has been convicted of burglary, felony possession of stolen property, grand larceny or forgery shall be eligible for a license.

(e) When an application for a license is filed, the Commissioner shall inform the Dutchess County Sheriff of the filing and shall instruct the applicant in the procedure required by the Sheriff to perform a criminal background investigating through the New York State division of Criminal Justice services. The applicant shall comply with all Federal, State, and Local requirements necessary to authorize the Sheriff to conduct a criminal history investigation, including fees and consents if necessary. On obtaining the applicant's fingerprints and necessary fees, the Sheriff shall request a criminal history investigation through the New York State Division of Criminal Justice services. On receipt of the investigation, the Sheriff shall inform the commissioner as to whether or not the applicant qualifies for a license pursuant to sub-section "d" of this Section. The contents of the investigation shall not be

disclosed by the Sheriff.

(f) Regular license shall expire two (2) years from the date of issuance.

#### SECTION 5. ISSUANCE OF DUPLICATE LICENSE: FEE

If a license hereunder shall be lost, stolen or destroyed, a duplicate may be issued by the Commissioner on:

- (a) the filing of an affidavit satisfactorily explaining the facts of such loss or theft, and
- (b) the payment of a \$50.00 fee.

#### SECTION 6. TEMPORARY LICENSE

(a) The Commissioner may in his discretion issue a temporary license pending satisfaction of application requirements and shall issue a temporary license to any applicant for a secondhand dealer license if he/she has not, within 30 days after receipt of the application for such license, approved or disapproved such application.

(b) The temporary license shall be for a period of 90 days. If within such 90-day period, the Commissioner shall have failed to approve or disapprove the application, the Commissioner shall then issue a regular license to the applicant. If the application is approved during the term of the temporary license, the Commissioner shall issue a regular license to the applicant.

(c) The fee for a temporary license shall be \$50.00

(d) A temporary license issued by the Commissioner pending satisfaction of application requirements shall be revoked if the applicant fails to timely comply with all application procedures and requirements.

#### SECTION 7. FEES

(a) An application fee of \$75.00 shall accompany the application for a secondhand dealer license.

(b) The fee for a duplicate license for an additional establishment shall be \$50.00.

(c) The fee for renewal of a license shall be \$60.00.

#### SECTION 8. EXEMPTION FROM LICENSING REQUIREMENT.

Nothing in this Local Law shall be construed to apply to the following:

- a. The sale, or purchase, of any item sold at a garage sale, yard sale, estate sale, or

moving sale (collectively referred to herein as 'garage sale'), provided that all of the following conditions are met:

1. The items offered for sale are owned by the seller, and/or the seller is authorized by the owner to sell said items; and
  2. The garage sale does not exceed a period of seventy-two (72) consecutive hours; and
  3. The seller does not conduct more than three (3) garage sales in any consecutive twelve month period; and
  4. None of the items offered for sale were purchased by the seller for resale or received on consignment for purposes of resale.
- b. The sale, or purchase, of a secondhand article by any non-profit or charitable organization or on property occupied by any non-profit or charitable organization.
- c. The sale, or purchase, of secondhand books or magazines, wherever sold.
- d. The sale or purchase, of secondhand articles at an auction held by a licensed auctioneer.
- e. The sale, or purchase, of used furniture, used clothing, or used baby/children's items.
- f. The sale of electronics and games for electronics are not exempt from the requirements of this Local Law, but are exempt if sold at a garage sale, yard sale, estate sale, or moving sale as provided for herein.
- g. Any transaction involving the sale or disposal of Secondhand Articles regulated by state or federal law.
- h. Internet sales or purchases.
- i. Antiques dealers shall be exempt from the provisions of this law, except in the purchase of Precious Metals as defined, provided that the following conditions are met:
1. At least 80% of the secondhand articles purchased by the antiques dealer for resale are purchased from estates, moving sales, auctions, antique shops, antique shows, flea markets, or in bulk lots: and
  2. The antiques dealer has an established antiques shop advertised and promoted as such and maintains a regular schedule of open hours; or
  3. The antiques dealer exhibits at least twice a year at established advertised and/or promoted antiques shows in the United States; or
  4. The antiques dealer is a private dealer working from home and/or non-retail locations by appointment or invitation and provided that such

private dealer offers for sale an inventory of primarily, by count, merchandise fitting definitions of "antiques" or collectibles" as recognized by established dealer associations and/or promoters, has never been convicted of any crime related to the possession of or sale of stolen goods of any sort, and has applied for and been granted a New York State resale number for collection and submission of sales tax.

- j. The sale, or purchase, of secondhand articles at antique shows, flea markets, or trade shows, where such shows are advertised and/or promoted as such, with the exception of precious metals as defined in this local law.
- j. Used car dealers unless a used car dealer receives or accepts anything of value other than cash or another used vehicle as a down payment, part payment, or full payment on, of, or for the sale of a used vehicle. In the event that any used car dealer accepts or advertises or holds himself or herself out as willing to accept anything of value other than cash or another used vehicle as a down payment, part payment or full payment on, of or for any used vehicle sold by him or her, such used car dealer shall conclusively be presumed, held and construed to be a secondhand dealer for all purposes and subject to all regulations herein.
- k. The sale, or purchase, of any secondhand article purchased or sold outside of Dutchess County.
- l. The purchase of secondhand articles by secondhand dealers from other secondhand dealers that are regulated by this law.
- m. Licensed Firearms Dealers.
- n. The licensing authority may provide for an exemption from the requirements of this Section, or establish additional or different requirements concerning the description of any property purchased by a secondhand dealer, upon consideration of the nature of the property, transaction or business, including, but not limited to, articles in bulk lots.
- o. Bulk transfers not in the ordinary course of transferor's business as defined by the New York State Uniform Commercial Law Section 6-102

#### SECTION 9. LICENSE APPLICATION.

Applicants for a license pursuant to this Local Law must file with the Commissioner an application, supplied by such Office, containing the following information:

- a. The exact name, address, and telephone number of the applicant and the principals and officers thereof and the date of incorporation or organization, as applicable; and

- b. The name, business address, residential address, and telephone number of the operator of such business if other than the applicant; and
- c. The address and telephone number where the business is to be conducted; and
- d. The days and hours during which such business will be customarily open to the public; and
- e. A certification that the applicant, including its principals and officer have not been convicted within the immediately preceding ten years of a crime involving theft, larceny, burglary, possession of stolen property, or other fraudulent dealing.

#### SECTION 10. FINGERPRINTING REQUIRED.

Each applicant applying for a Secondhand Dealer License pursuant to this Local Law, including any principals and officers, shall be required to provide fingerprint information to the Dutchess County Sheriff's Office as necessary to obtain a criminal history record check through the New York State Division of Criminal Justice Services/FBI for such applicant.

The applicant's fingerprints and any applicable fees shall be forwarded to the Division of Criminal Justice Services (DCJS) in the form and manner as prescribed by DCJS for a complete criminal background check. All fees associated with fingerprint submission will be paid for by asset forfeiture funds and not the responsibility of the applicant.

Prior to the issuance of a license, the Dutchess County Sheriff, or his designee of the Dutchess County Sheriff's Office, will review the criminal history record information provided by DCJS in connection with the applicant's criminal background and investigation and will either "approve" or disapprove said application.

If an applicant has been convicted of a crime, any decision regarding such applicant's fitness for a license will be made upon consideration of New York State Correction Law §§701-703-b and §§751-753.

#### SECTION 11. LICENSING.

Upon filing of an application for a license, if the Commissioner, or designee, shall be satisfied that the application complies with the provisions of this Local Law, the Commissioner, or designee, shall issue a license to operate as a secondhand dealer. The Commissioner shall approve or deny every application within ninety (90) days from filing. In the event the location of the business changes, licensee shall notify the Commissioner in writing. If there are changes among the principals, officers or operators of such business, licensee shall notify the Commissioner and shall provide fingerprint information to the Dutchess County Sheriff's Office pursuant to Section 9 above. The form of this license shall be prescribed by the Commissioner.

## SECTION 12. PROHIBITED ACTS

(a) No person, firm, or corporation shall engage in any business, trade or transaction in the County of Dutchess as a precious metal exchange establishment unless licensed in accordance with the provisions of this Local Law.

(b) No object, containing precious metal, shall be purchased by a precious metal exchange establishment from:

(1) Any person whose judgment appears to be impaired;

(2) any person under the age of 18 without the written consent of his/her parents or guardian;

(3) any person who is unable to produce proper and reliable identification.

(c) No article or precious metal as defined herein shall have its identification changed by melting or otherwise, nor shall any such article be sold, transferred or exchanged for a period of five (5) business days from the date that such article is reported by the secondhand dealer to the Sheriff as prescribed in Section 15 (c)(3).

(d) No entity shall organize, procure, present, produce, or sponsor any show, exhibit, market, or exchange in which precious metals are or may be bought, sold or traded unless such entity has previously advised, in writing, all participants, traders or exhibitors of the license requirements of this Local Law

## SECTION 13. GROUNDS FOR DENIAL OR REVOCATION OF LICENSE.

- a. The Commissioner shall have the authority to deny the application for a license of any applicant, where such applicant, including the principals or officers thereof, has been convicted within the immediately preceding fifteen years of a crime involving theft, larceny, burglary, possession of stolen property, other fraudulent dealing, or any felony offenses related to New York State Penal Law Articles 220 and 221.
- b. The Commissioner may revoke any license granted herein in the following situations:
  1. Where the secondhand dealer is convicted of a crime involving theft, larceny, burglary, possession of stolen property, other fraudulent dealing, or any felony offenses related to New York State Penal Law Articles 220 and 221, or of a violation of this Local Law, as provided for in Section 14 below.
  2. Where the secondhand dealer has made a false statement in connection with its application;
  3. Where the secondhand dealer revokes the consent to examine such records and secondhand articles, as provided for in Section 12 below.

- c. Notice of denial or revocation of a license issued pursuant to this Local Law shall be given by the Commissioner or his designee in writing, setting forth specifically the grounds on which such license was either denied or revoked with opportunity to be heard. Such notice shall be transmitted by certified or registered mail. Such denial or revocation may be challenged in a special proceeding conducted pursuant to Article 78 of the New York State Civil Practice Law and Rules. Pending the outcome of such special proceeding regarding the Commissioner's denial or revocation of a license, no person shall operate as a secondhand dealer.

#### SECTION 14. EXPIRATION AND RENEWAL OF LICENSES.

A license issued pursuant to this Local Law, unless voluntarily surrendered or revoked, shall remain in effect for two (2) years. In case any secondhand dealer shall move his/her place of business from the place designated in the license, he/she shall immediately thereupon give notice to the Commissioner and have the same endorsed on the license.

#### SECTION 15. DISPLAY OF LICENSE.

A licensee shall display prominently the license obtained pursuant to this local law in the establishment and visible to the general public.

#### SECTION 16. RECORDS TO BE MAINTAINED BY SECONDHAND DEALER.

- a. Seller Information. Except as otherwise provided herein, no secondhand dealer operating within Dutchess County shall acquire any secondhand article unless such secondhand dealer has obtained and recorded the following information from the Seller of goods or from the person in the position of the seller of the goods:
1. The amount paid, advances, or loaned for the article;
  2. A detailed and accurate description of the article including any identifying marks;
  3. The serial and model number (if any);
  4. In the case of precious metals, jewelry, and gems; the weight (if applicable) and purity of the precious metal and a photograph of the article
  5. The seller's identification information as required in subparagraph b of this Section 15; and
  6. The date, time and place of the acquisition.

The information obtained shall be recorded on a written receipt, which receipt shall be numbered in consecutive order and maintained in the secondhand dealer's records as provided for herein.

No alterations or erasures are to be made in said receipt. Erroneous entries are to have a simple line drawn through them and the corrected entry made on the next line.

A written receipt shall be issued to the seller with the serial number of the transaction and the information required in Section 15 (a) of this local law.

- b. Identification Information. Prior to acquiring any Secondhand Article, every Secondhand Dealer shall request and review identification from the seller to verify the seller's identity by comparing the seller to the photographic image contained on said identification. The secondhand dealer shall record the seller's name, date of birth and address (or current address if different than that listed on the identification), and the identification number (e.g., motorist ID number) listed on the identification. The secondhand dealer shall make a photocopy or photograph of the front of the identification. If the acquisition is made from a seller who is also a secondhand dealer, the secondhand dealer purchasing the item shall also record the business name and address of such seller and a statement by such seller regarding the number of days the item was held by such seller prior to instant acquisition.
- c. Records Retention/Inspection.
  1. Every secondhand dealer shall maintain for a period of five (5) years all of the information required in subparagraphs a and b of this Section 15. Computerized records may be used to satisfy the requirements of this Local Law, provided that such records include the required information and are available upon reasonable request for inspection in printed format.
  2. All records required by this Local Law and each secondhand Article shall be subject to examination during such times and in such areas of the business that are open to the public by a member of the Dutchess County Sheriff's Office or other police department or law enforcement agency. Consent to such examination shall be a condition of obtaining and retaining the Secondhand Dealer license; provided, however, that a revocation of such consent by the Secondhand Dealer shall not result in a criminal penalty or violation, as provided for in Section 17 of this Local Law. In the event that a Secondhand Dealer revokes the consent to examine such records and Secondhand Articles, the license granted herein may be revoked by the Commissioner. Nothing in this Local Law shall diminish or alleviate the need for voluntary consent or a warrant to search a residence or other location not open to the public.
  3. Every Secondhand Dealer shall forward to the Dutchess County Sheriff's Office in electronic format approved by the Sheriff, a copy of records for all transactions

(acquisitions) and a copy of the Seller Information required by subparagraphs a and b of this Section 15 for each Secondhand Article acquired in the immediately preceding seventy-two (72) hours. Photographs of precious metals, jewelry and gems shall be required to be transmitted with these forms. The licensing authority may grant exemptions from the requirement of submitting such statements in an electronic format for good cause shown.

#### SECTION 17. REQUIREMENTS TO HOLD SECONDHAND ARTICLES PRIOR TO DISPOSAL, RESALE OR ALTERATION, AND ADDITIONAL REQUIREMENTS.

- a. For a period of five (5) days after the acquisition is reported to the Sheriff of any secondhand article, excluding the day of acquisition (the "holding period"), every secondhand dealer shall maintain the secondhand article in a manner so as to be easily identified with the record documenting the transaction in which said article was acquired. during the holding period, no secondhand dealer shall:
  1. Sell, trade, transfer, remove from the local business premises or otherwise dispose of any secondhand article covered by this Local Law;
  2. Alter in any fashion any such article; or
  3. Commingle any such article with similar items.
  
- b. As a condition of licensing, the secondhand dealer shall agree to hold, for a period of seventy-two (72) hours, any secondhand article, where a police officer has notified the secondhand dealer that law enforcement suspects that the article is stolen property. The seventy-two (72) hour hold period shall commence at the time of said notification. During the holding period, no secondhand dealer shall:
  1. Sell, trade, transfer, remove from the local business premises or otherwise dispose of any Secondhand Article covered by this Local Law;
  2. Alter in any fashion any such article; or
  3. Commingle any such article with similar items.

#### SECTION 18. PENALTY.

A. Any secondhand dealer who fails to comply with the provisions of Sections 3,8,9, 15(a), (b), (c)(1) and 16 of this Local Law shall, upon conviction thereof, be guilty of a Class A misdemeanor as defined in Section 55.10 of the Penal Law of the State of New York as may be amended from time to time. Any secondhand dealer who fails to comply with the provisions of Sections 10, 14, 15(c)(3) of this Local Law shall, upon conviction thereof, be guilty of a Class B misdemeanor as defined in Section 55.10 of the Penal Law of the State of

New York as may be amended from time to time. Provided, however, that a secondhand dealer's failure to consent to a search of the premises as provided for in Section 15(c)(1) of this Local Law shall not be punishable as a crime.

B. In addition to the penalty above, any offense against the provisions of this Local Law shall subject the person committing the offense to a civil penalty in the amount of \$500.00 for each time that the offense shall occur collectible by and in the name of the County of Dutchess.

C. Each day or part thereof on which a violation or failure continues, shall constitute a separate violation.

D. If the Commissioner has reason to believe that this Local Law is being violated, he shall promptly investigate the matter. If he finds, after notice to the person accused of the violation and opportunity for such person to be heard, that there has been a violation, the Commissioner shall issue an order directed to the person who has committed the violation directing him to cease and desist from the violation.

E. The Commissioner may bring a proceeding in any court of competent jurisdiction to restrain by injunction violators of his orders or otherwise to enforce such orders or provisions of this Local Law.

## SECTION 19. SUSPENSION OR REVOCATION OF LICENSE

(a) Authority: The Commissioner, at any time for such cause as after investigation he shall deem sufficient, may suspend or revoke any license granted under the provisions of this Local Law.

Violation of any of the prohibitions set forth in Section "10" shall be deemed sufficient cause.

(b) Effect: Whenever any licenses shall be revoked, no refund shall be made and no license shall be granted to any person whose license has been revoked within a period of two (2) years from the date of such revocation.

(c) Notice: Notice of the suspension or revocation and the reason therefore in writing shall be served by the Commissioner on the person named in the application by mailing the same to business address given in the application with a copy of such notice to the County Attorney.

(d) Review: Within twenty (20) business days after service of the notice of suspension or revocation, the licensee may apply to the Commissioner to hear and review the order of suspension or revocation. If so requested, the Commissioner shall hold a hearing and licensee may present evidence on his behalf. Within five (5) days of said hearing, the Commissioner shall either affirm or disaffirm the suspension or revocation of the license issued under this Local Law.

SECTION 20. SEVERABILITY.

If any Section of this Local Law of the application thereof to any person or circumstance shall be adjudged invalid by the court of competent jurisdiction such order or judgment shall be confirmed in its operation to the controversy in which it was rendered, and shall not effect or invalidate the remainder of any other provision or any section or the application of any part thereof to any other person or circumstance and to this end, the provisions of each Section of this Law are hereby declared to be severable.

SECTION 21. APPLICATION.

This Local Law shall apply to all secondhand dealers operating in Dutchess County.

SECTION 22. EFFECTIVE DATE.

This Local Law shall become effective on June 1, 2019, subsequent to filing in the Office of the Secretary of State pursuant to the applicable provisions of the Municipal Home Rule Law and shall apply to all transactions occurring on or after June 1, 2019.

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 11,435

Total Current Year Revenue \$ 4,560

and Source  
anticipation of 36 renewals at \$60 per license  
anticipation of minimum of 32 new licenses at \$75 per

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

Identify Line Items(s):

Related Expenses:    Amount \$ 11,435

Nature/Reason:

Cost of license for Dutchess County Sheriff's Office for LEADS ONLINE program

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

Net County Cost (this year):    \$4,088

Over Five Years:    \$22,360

Additional Comments/Explanation:

Savings not shown in Revenue above- \$2787 for discontinue maintenance of New World Systems module.

Prepared by: S. Oskerlece

Prepared On: 9/25/18

The foregoing Resolution No. 2018248, Local Law No. 5 of 2018, A Local Law Regulating Secondhand Dealers, was laid on desks on September 12, 2018, and considered on October 9, 2018.

Roll call vote at that time resulted as follows:

AYES:           23     Pulver, Roman, Sagliano, Black, Munn, Llaverias, Borchert, Edwards, Truitt, Brendi, Johnson, Jeter-Jackson, Tyner Metzger, Bolner, Amparo, Incoronato, Zernike, Page, Garito, Thomes, Surman, Houston

NAYS:           0

ABSENT:       2       Miccio, Horton

Resolution adopted.

The County Executive held a public hearing on the foregoing Local Law on October 29, 2018, and signed it into Law on the same day. The effective date of the Local Law is June 1, 2019.

# *Government Services and Administration Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver*	✓	
District 5 - Town of Poughkeepsie	Roman*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano*		
District 4 - Town of Hyde Park	Black*	<i>absent</i>	
District 20 - Town of Red Hook/Tivoli	Munn*		
District 1 - Town of Poughkeepsie	Llaverias		
District 3 - Town of LaGrange	Borchert	<i>absent</i>	
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (C)		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger (VC)		
District 14 - Town of Wappinger	Amparo		
District 22 - Towns of Beekman and Union Vale	Garito		

Present: <u>10</u>	Resolution: <u>✓</u>	Total: <u>10</u>	
Absent: <u>2</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2018248 A LOCAL LAW REGULATING SECONDHAND DEALERS**

October 4, 2018

# Roll Call Sheets

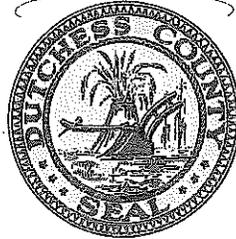
District	Last Name	Yes	No
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓	
District 5 - Town of Poughkeepsie	Roman		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 20 - Town of Red Hook/Tivoli	Munn		
District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

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

2018248 A LOCAL LAW REGULATING SECONDHAND DEALERS

October 9, 2018

*Dutchess County Legislature*



Condolence: Joyce C. Ghee

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 Joyce C. Ghee, on August 6, 2018, at the age of 87, and

WHEREAS, Joyce C. Ghee, was born on March 11, 1931, and was the daughter of the late Vera Mae and Raymond Lewis Connelly, and

WHEREAS, Joyce was a graduate of Franklin D. Roosevelt High School and Vassar College, and

WHEREAS, Joyce served the public in many endeavors starting her career as public school teacher and then, beginning in 1981, as the Dutchess County Historian, until her retirement in 1991, and

WHEREAS, Joyce also served the community by being the Adult Program Director for the YWCA of Dutchess County and was a founding member of the Hyde Park Visual Environment Committee and instrumental in having Eleanor Roosevelt's Val-Kill designated a National Historic Site, and

WHEREAS, Joyce was awarded the Eleanor Roosevelt Val-Kill Medal in 2003 and 2004, she received a Public Service Certificate of Special Congressional Recognition and was the recipient of the President's Award from Marist College in 1991, and was named the American Association of University of Women Woman of the Year in 1987, and

WHEREAS, her passing will be mourned by her 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 Joyce C. Ghee, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Joyce C. Ghee.

Resolution No. 2018249

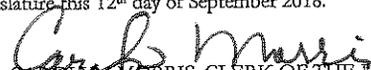
STATE OF NEW YORK

ss:

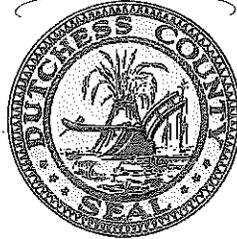
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Dutchess County Legislature



## Condolence: Camile Valentino Price

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 Camile Valentino Price, on July 7, 2018, at the age of 88, and

WHEREAS, Camile Valentino Price, was born on May 16, 1930, and was the daughter of the late Rachel and Lawrence Marinaccio of Beacon, New York, and

WHEREAS, after holding various positions in the Towns of Fishkill and Wappinger, Camile's career of public service with Dutchess County spanned 17 years after being appointed to Dutchess County Legislature in 1990 and serving until her retirement in 2007, and

WHEREAS, while on the Legislature, Camile represented District 16 representing the Town of Fishkill initially, and then following redistricting, the Towns of Fishkill, East Fishkill, and the City of Beacon and served on the Budget and Finance, Family Services, Human Services, Environment, Public Works and Transportation, and Environment committees and numerous other committees and sub-committees and acted as a liaison to several boards, and

WHEREAS, Camile was a strong, capable, and driven woman and proved she could succeed in whatever field she chose, from running her own successful business to planning budget and finance on the local and county levels, and

WHEREAS, Camile was a devout Catholic all her life and a member of St. Mary's Church in Fishkill, New York, where she performed the duties of Eucharistic Minister and Treasurer for her parish, as well as teaching CCD for a number of years, and

WHEREAS, her passing will be mourned by her 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 Camile Valentino Price, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Camile Valentino Price.

**Resolution No. 2018250**

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

*Dutchess County Legislature*



Condolence: Lt. Robert Waterhouse

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 untimely death of Robert Waterhouse, on July 29, 2018, at the age of 55, and

WHEREAS, Robert Waterhouse was born on June 30, 1963, in Manhasset, New York, he was the son of Robert and Regina Waterhouse, and

WHEREAS, Robert began working at the Dutchess County Sheriff's Office, as a Corrections Officer where he advanced to the rank of Lieutenant, developing his talent for training and teaching, including his specialties in correctional emergency response and instruction in both firearms and chemical agents, and

WHEREAS, Robert had many passionate interests including gourmet cooking, motorcycles, and his family, and

WHEREAS, his passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Robert Waterhouse, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Lt. Robert Waterhouse.

Resolution No. 2018251

STATE OF NEW YORK

ss:

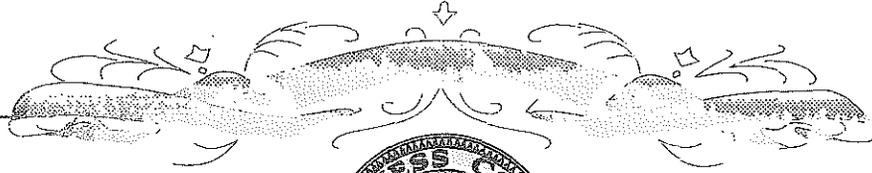
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

*Carolyn Morris*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

*Dutchess County Legislature*



Condolence: Donna M. Daughton

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 Donna M. Daughton, on September 1, 2018, at the age of 65, and

WHEREAS, Donna M. Daughton, was born on August 19, 1953, and was the daughter of the late Mary Frattura and James M. Daughton, Sr. of Poughkeepsie, New York, and

WHEREAS, Donna worked as an assistant to the Director of Dutchess County Department of Social Services in Poughkeepsie until her retirement and was active in the local CSEA, and

WHEREAS, Donna attended Valley Christian Church, and

WHEREAS, her passing will be mourned by her 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 Donna M. Daughton, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Donna M. Daughton.

Resolution No. 2018252

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

*Carolyn Morris*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

*Dutchess County Legislature*



Condolence: Emma R. Nowik

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 Emma R. Nowik, on August 16, 2018, at the age of 94, and

WHEREAS, Emma R. Nowik, was born on September 26, 1923, and was the daughter of the late Jennie (Bracco) and Thomas G. Bocchino of Poughkeepsie, New York, and

WHEREAS, Emma's career of public service with Dutchess County spanned 23 years of service at the Dutchess County Board of Elections, serving until her retirement at the age of 79 in 2002, and

WHEREAS, Emma participated in many organizations, including being one of the founding members and President of Dutchess County Twin Mothers Club (now known as the Mothers of Multiples), President of the W.W. Smith School PTA, a member of the Victory Lodge of the Italian Center, an original member of the City of Poughkeepsie Shade Tree Commission, a member of the Hyde Park AARP, a member of the Dutchess County and Myrtle Beach Red Hat Society, and a proud former member of the Dutchess County Democratic Committee, and

WHEREAS, Emma was a kind and compassionate person, treating all people with kindness and compassion as well as an animal lover, and

WHEREAS, her passing will be mourned by her 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 Emma R. Nowik, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Emma R. Nowik.

Resolution No. 2018253

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September, 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

*Carolyn Morris*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

*Dutchess County Legislature*



Condolence: Ruth Helen Detjen

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 Ruth Helen Detjen, on August 20, 2018, at the age of 69, and

WHEREAS, Ruth Helen Detjen, was born on July 18, 1949, and was the daughter of the late Helen Louise (Shacklett) and George Fabian Bachmann of Rockville Center, New York, and

WHEREAS, Ruth was a caseworker for many years with the Dutchess County Department of Social Services, and

WHEREAS, Ruth's true passion and calling was as an artist and poet, and

WHEREAS, her passing will be mourned by her 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 Ruth Helen Detjen, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Ruth Helen Detjen.

Resolution No. 2018254

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

*Carolyn Morris*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

*Dutchess County Legislature*



Condolence: Susan A. Kelly

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 Susan A. Kelly, on August 14, 2018, at the age of 70, and

WHEREAS, Susan A. Kelly, was born on January 7, 1948, and was the daughter of the late Doris Stimpson and Neil Kelly of Poughkeepsie, New York, and

WHEREAS, Susan was an administrative assistant for many years at the Dutchess County Veterans Affairs Office in Poughkeepsie until her retirement, and

WHEREAS, Susan was a communicant of St. Peter's Church in Hyde Park, and

WHEREAS, Susan was a kind person who loved cats, enjoyed sewing, was excellent at cross-stitch, and loved reading, and

WHEREAS, her passing will be mourned by her 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 Susan A. Kelly, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Susan A. Kelly.

Resolution No. 2018255

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12<sup>th</sup> day of September 2018, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12<sup>th</sup> day of September 2018.

*Carolyn Morris*  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

On motion by Assistant Majority Leader Sagliano, duly seconded by Legislator Bolner and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non-agenda items.

Bill McCabe, LaGrange, spoke in favor of campaign finance reform.

Karen Halloway, LaGrange, submitted the attached petition in favor of campaign finance reform.

Dave Heller, Rhinebeck, spoke in favor of the including the Landi property in the Agricultural District, campaign finance reform, and rank choice voting.

Stephanie Harrison, Hopewell Junction, stated that September was Library Month and encouraged everyone to visit their local library and referred to the many program they offer.

Pam Kingsley, Town of Poughkeepsie, voiced her concerns regarding the misuse of Bowdoin Park for the summer concert series.

No one else wishing to speak, on motion by Legislator Bolner, duly seconded by Legislator Sagliano and carried, the Regular Order of Business was resumed.

There being no further business, the Chair adjourned the meeting at 7:45 p.m. in memory of Joyce C. Ghee, Camile Valentino Price, Lt. Robert Waterhouse, Donna M. Doughton, Emma R. Nowik, Ruth Helen Detjen, and Susan A. Kelly.

## PETITION TO DUTCHESS COUNTY LEGISLATURE

We, the undersigned residents of Dutchess County, New York, urge our Dutchess County legislators to establish a voluntary small-donor public campaign financing system for candidates running for public office in Dutchess County. Democracy works best when all qualified candidates can run for office, when voters have more choice, and when representatives are responsive to their constituents.

NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Braham	28 <del>East</del> Dutchess Millerston	—	Braham
Jennifer E	85 vuch pond road	—	Jennifer Espino
John N	4 Prospect Ave Austria, NY	—	John Noyce
J. DiFFlock	66 BOSS LN MILLERTON		Jody DiFFlock
llor	Millbrook NY		llor
Donnelle Gristenki	140 Gun Club rd. Millerston, NY	—	
Paul Diller	54 S. Maple Millerston	—	Paul Diller
Jennifer Dowley	43 moadock Millerston NY	—	Jennifer Dowley
John Norris	36 Croft Rd. Poughkeepsie		John Norris
JOAN FENNER	33 Flower Hill Rd Poughkeepsie NY 12503		Joan Fenner
DAVID FENNER	33 Flower Hill Rd Poughkeepsie		David Fenner
John D Panikone	45 Croft Rd Poughkeepsie, NY 12503		John D Panikone
Angela DeFelice	10 Grand St Poughkeepsie		Angela DeFelice

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Judith Spica	LAGRANDEVILLE 152 Bloomer Rd	jphome34@gmail.com	J Spica
James Spica	LAGRANDEVILLE 152 Bloomer Rd	jspica@optonline.net	James Spica
Elisbeth Pucci	LAGRANDEVILLE 37 Bloomer Rd		Elisbeth Pucci
Gianna Tucci	LAGRANDEVILLE 95 Bloomer Rd		Gianna Tucci
Mohamed Yasin	LAGRANDEVILLE 135 Walsh Rd		Mohamed Yasin
John Orr	LAGRANDEVILLE 84 Walsh Rd		John Orr
Thomas Diamond	LAGRANDEVILLE 53 Bloomer Rd		Thomas Diamond
Hedy Green	LAGRANDEVILLE 95 Bloomer Rd		Hedy Green
Michael J Tucci	LAGRANDEVILLE 95 Bloomer Rd		Michael J Tucci
Michael Moccio	LAGRANDEVILLE 136 Bloomer Rd		Michael Moccio
Nelle Mangeri	LAGRANDEVILLE 136 Bloomer Rd		Nelle Mangeri
Melissa Gottron	LAGRANDEVILLE 196 Bloomer Rd		Melissa Gottron
F.M. Gottron	LAGRANDEVILLE 196 Bloomer Rd		F.M. Gottron

## PETITION TO DUTCHESS COUNTY LEGISLATURE

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Kenneth R. Furman	76 N. Creek Rd	Kenfurman@optonline.net	Kenneth R. Furman
Fred L. Capron	103 Hollow Rd	RBC.CHURET.BELVA.COM	
John Muligin	193 Hollow Rd		John J. Muligin
Nancy Swazo	278 Hollow Rd		
RICHARD M MORSE <del>Richard Morse</del>	610 Hollow Rd		Richard M Morse
Kathleen M Flora	9 E. Meadowbrook Ln		
<del>John B. Heist</del>	107 E Meadowbrook Ln.		<del>John B. Heist</del>
MICHAEL NEUMANN	256 E Meadowbrook Ln.		Michael Neumann
JOHN HEIST	256 E Meadowbrook Ln		John Heist
Suzanne Hietes	288 E Meadowbrook Ln		Suzanne Hietes
Nancy A. Klemm-Leusch	18 Schoolhouse Rd		Nancy A. Klemm-Leusch
<del>Shirley Neagy</del>	61 Schoolhouse Rd		<del>Shirley Neagy</del>
Jessica L. Traver	118 Sodom Rd		Jessica L. Traver

# PETITION TO DUTCHESS COUNTY LEGISLATURE

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Adelle St-Onge	23 Bloomer Rd. LaGrangeville		
Elisabeth Bosworth	78 Wissemans Rd LaGrangeville		
Christopher Bosworth	78 Wissemans Rd LaGrangeville		
DAVID KANTER	91 BRUSH HILL RD MILLBROOK		
Rafael Ortiz	10 West Olive Mt. Road LaGrangeville		
Tom HUGHES	97 S Parliament Rd Salamanca NY 12570		
SUE HUGHES	97 S. PARLIAMENT RD LaGrangeville NY 12570		
Sue Weinstein	85 Still Rd Poughkeeps NY 12570		
Laura H. Cole	273 Old Canby Rd Verbank 12585		
Robert Cole	273 Old Canby Rd. Verbank, NY 12585		
Robin Flann	147 Old Canby Verbank NY		
Neil Salzman	147 Old Canby Verbank NY		
Kevin M. Biederick	85 STILL RD POUGHKEEPS NY		

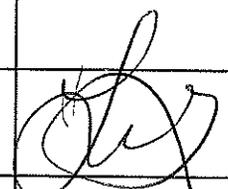
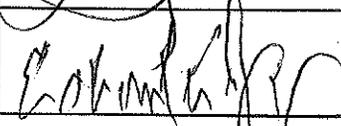
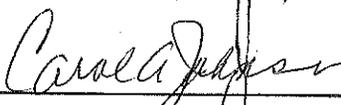
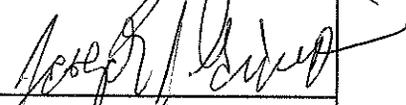
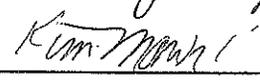
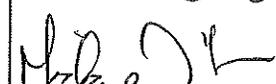
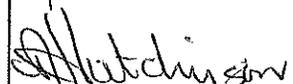
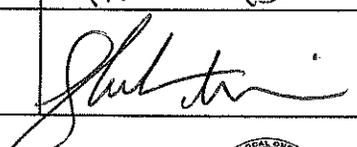
# PETITION TO DUTCHESS COUNTY LEGISLATURE

We, the undersigned residents of Dutchess County, New York, urge our Dutchess County legislators to establish a voluntary small-donor public campaign financing system for candidates running for public office in Dutchess County. Democracy works best when all qualified candidates can run for office, when voters have more choice, and when representatives are responsive to their constituents.

NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
JOANNE AMBROSINI	10 GOLD RD BEEKMAN	joanne10547@aol.com	
NEAL CANCELLIERI	26 GOLD RD BEEKMAN	-	
LISA VENSKE	112 GOLD RD BEEKMAN	-	
CASSANDRA LEONARD	105 GOLD RD BEEKMAN	musicandcash.com	
ANN MARIE MEUNIER	91 <del>BEEKMAN</del> GOLD RD BEEKMAN	-	
ERIC PECOR	89 BROTHERS RD BEEKMAN	-	
IAN SCOGNAMILLO	73 BROTHERS RD BEEKMAN	-	
PIERDEANGELA WATT	20 CAROL LN BEEKMAN	-	
JOSH COHEN	66 CAROL LN BEEKMAN	-	
STEPHEN TRIMMINGHAM	81 <del>BEEKMAN</del> CAROL LN BEEKMAN	-	
-	-	-	
LORA TRIMMINGHAM	87 CAROL LN BEEKMAN	-	
SEAN O'CONNOR	<del>67 CAROL LN</del> BEEKMAN 77 CAROL LN BEEKMAN	-	

# PETITION TO DUTCHESS COUNTY LEGISLATURE

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
William Townsend	44 Skidmore Rd.		
Loretta Conkle	12 Tibbitt way Beekman		
	Beekman 24 Tibbitt way BEERMAN		
Edmund Johnson	20 Bryant St. BEERMAN		
Carol Johnson	20 Bryant St. BEERMAN		
Joe Grieco	21 Bryant St. BEERMAN		
R. Murphy	52 Bryant St. BEERMAN		
K. Murni	22 Delany St. BEERMAN		
Debra Mangui	128 Skidmore Rd. BEERMAN		
Mark Schrey	24 Skidmore Rd. BEERMAN		
Michael D'Arbin	23 Thomas Kd. BEERMAN		
Noelene Hutchinson	28 Thomas Kd. BEERMAN		
Michael Hutchinson	28 Thomas Kd. BEERMAN		

Submitted 9/12/18

# PETITION TO DUTCHESS COUNTY LEGISLATURE

We, the undersigned residents of Dutchess County, New York, urge our Dutchess County legislators to establish a voluntary small-donor public campaign financing system for candidates running for public office in Dutchess County. Democracy works best when all qualified candidates can run for office, when voters have more choice, and when representatives are responsive to their constituents.

NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Sham Nuffua	29 PARK DR. APT. 104 Pleasant Valley		
Nick Fisher	4 PARK DR. APT 106 Pleasant Valley		
Kathleen Hazard	2 Park Dr. #208 Pleasant Valley, NY 12569	kathhazard55@yahoo.com	
PETER NYLIN	27 PARK DR. Pleasant Valley APT 101	PJ61NY@AOL.COM	
Anne Telber	41414 MARGARET Pleasant valley		
Joseph Noline	60 NORTH AVE Pleasant Valley		
Amanda Hamilton	79 North Ave Pleasant valley, NY 12569		
Sondra Scott	69 NORTH AVE Pleasant Valley		
Desiree Robinson	49 NORTH AVE Pleasant Valley		
Debbie Morley	49 NORTH AVE Pleasant Valley		
Jane M. Burda	40 PLAZA RD Pleasant Valley		
Janice Levinsky	44 Plateau Rd Pleasant Valley		
Kathleen Lynn	9 Plateau Rd Pleasant Valley		

Submitted 9/12/18

# PETITION TO DUTCHESS COUNTY LEGISLATURE

We, the undersigned residents of Dutchess County, New York, urge our Dutchess County legislators to establish a voluntary small-donor public campaign financing system for candidates running for public office in Dutchess County. Democracy works best when all qualified candidates can run for office, when voters have more choice, and when representatives are responsive to their constituents.

NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
S. Sweet-Dailey	134 Innis Avenue Apt # E5		S. Sweet-Dailey
Lacoh Reed	26 Delafield St Apt 1		L Reed
AMHynes	71 Garden St		AMHynes
Sharon OAK	24 Parker Ave		Sharon OAK
Yvonne Chinko	22 S. Gate Dr. Fox		Y Chinko
Malinda Bertel	30 Saddlebrook Dr. Fox		Malinda Bertel
Reina Antonio	320 Salt Point Turnpike		Reina Antonio
Richard Mattias	169 Millon St. Apt #		Richard Mattias
Raechel Deussen	13 N. Clover St.		Raechel Deussen
Jessica Garcia	22 Montgomery		Jessica Garcia
Jasmine Jackson	283 Church St		Jasmine Jackson
Berinda Weaver	146 Salt Pt P. Valley, NY		B Weaver
Olivia Frey	33 C Flannery Ave DOX. NY 12468		Olivia Frey

Submitted 9/12/18

# PETITION TO DUTCHESS COUNTY LEGISLATURE

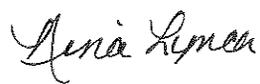
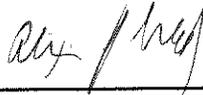
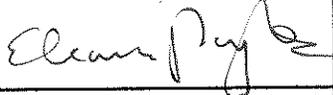
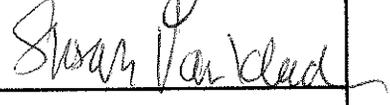
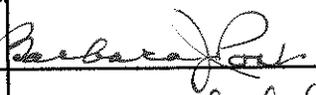
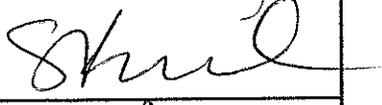
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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Dorothy Marcinelli	31 Miller Rd POK 12603	saturnd40@aol.com	
John Smith	45 S. Bridge St #1 POK 12601	john.smith	
Vanessa Persad	City of POK	12603	
Odayne McPherson	City of POK	Jellybelly16@aol.com 12601	
Kathy Duncan	40 Rochdale Rd POK- 12603	duncankathy954@gmail.com	
C. Fields	Dutchess county	—	
Devora Sannon	88 Third St Haverstraw	—	
Barbara W. W.	St Washington St. P.O.K.	gogavinas42@gmail	
Clyde King	28 Ferris Ln	PO	
Tamoya Newwood	38 Williams St apt B POK 12601		
Tomasine Oliphant	95 Fiji Lane Poughkeepsie NY 12603	tomasine.oliphant@gmail.com	
Kenny Ryck	31 Cent St Poughkeepsie		
Lily Cherry	825. Gales Dr POK 12603		

Submitted 9/12/18

# PETITION TO DUTCHESS COUNTY LEGISLATURE

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Vanessa Bertozzi	25 Stortini Dr. Rhinebeck NY 12572	vanbertozzi@gmail.com	
Peter Van Aken	94 Wilbur Boulevard Poughkeepsie NY 12603	petervanaken@yahoo.com	
Nina Lynch	1 West Ct Rhinebeck NY 12572	ninalynch510@gmail.com	
Alex Wolf	389 Rte 199 Red Hook NY 12571		
Eleanor Pupko	18 Village Green Apt B Rhinebeck NY 12572		
Yvette Rogers	243 Stone Church Rd Rhinebeck, NY 12572	yvettesrogers@gmail.com	
Margaret Wight	23 N. Parkmeze Rhinebeck NY 12572	MEG WIGGERT@GMAIL.COM	
Nan Jackson	5 Rymph Rd Staatburg NY 12580		
SUSAN VAN KLEECK	56 Pond Drive E Rhinebeck NY 12572		
Barbara Post	184 Cinnamon Cir. Rhinebeck, NY 12572	bpost1935@aol.com	
Lilliana Barillas-Arias	4 South Hinderlands Dr Rhinebeck NY 12572	lillybarillas@hotmail.com	
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MORGAN COY	108 SALISBURY PIKE RHINEBECK, NY 12572	MORGAN.M.COY@GMAIL.COM	

Submitted 11/21/18

# PETITION TO DUTCHESS COUNTY LEGISLATURE

We, the undersigned residents of Dutchess County, New York, urge our Dutchess County legislators to establish a voluntary small-donor public campaign financing system for candidates running for public office in Dutchess County. Democracy works best when all qualified candidates can run for office, when voters have more choice, and when representatives are responsive to their constituents

NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
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Anna Ruffalo	50 RUTLAND CT	ARuffalo@gmail.com	[Signature]
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Eileen Torres	45 Fairfax Road Fishkill NY 12524	Etorres@brunxworkers.org	[Signature]
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Richard Drake	same as above	rdrake@dfnet.com	[Signature]
Jeremy Duckles	43 Sky Top Dr. Happings Falls, NY	jdpianoserv@earthlink.net	[Signature]
William Smith	23 Heather Dr. Wappingers Falls NY	WMSMURRAYSMITH@aol.com	[Signature]

Submitted 9/12/18

## PETITION TO DUTCHESS COUNTY LEGISLATURE

We, the undersigned residents of Dutchess County, New York, urge our Dutchess County legislators to establish a voluntary small-donor public campaign financing system for candidates running for public office in Dutchess County. Democracy works best when all qualified candidates can run for office, when voters have more choice, and when representatives are responsive to their constituents.

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Lori Wilkins	10 Drouilhet Lane #2	wilkins.lori@gmail.com	Lori Wilkins
Joyce Marra	12601 9 Hilltop Ct. A4 L	AJoy12601@hotmail.com	Joyce Marra
Doris Weiss	20 Equestrian Way Poughquag NY	dorisweiss1103@gmail.com	Doris Weiss
Jon Hodas	110 Oakwood Blvd. Poughkeepsie NY 12603		Jon Hodas
Linda Acuti	110 Longford Rhinebeck	Linda@comcast.net	Linda
James Weissman	20 Har St, Ellenville NY 12529	wisemud@aol.com	Jim Weissman
Jane Bartik	19 Oakwood Blvd Poughkeepsie NY 12603	aubreysprite@yahoo.com	Jane Bartik
ELEANOR HARMANTAS	41 meadow Poughkeepsie NY	esophia@aol.com	Eleanor Harmantas
LAURA A.G. BRACKEN	7 Exeter Rd Poughkeepsie, NY 12603	penetwinke@gmail.com	Laura
Susan Grove	16 Bain Ave. Poughkeepsie NY 12601	susan.grove@gmail.com	Susan Grove
Juli Gutierrez	126 Academy St Poughkeepsie NY 12601	joKoniewski@hotmail.com	Juli
Laura Thompson	13 Oak Chase Poc, NY	L.Thompson33@yahoo.com	Laura Thompson

Submitted 9/12/18

# PETITION TO DUTCHESS COUNTY LEGISLATURE

We, the undersigned residents of Dutchess County, New York, urge our Dutchess County legislators to establish a voluntary small-donor public campaign financing system for candidates running for public office in Dutchess County. Democracy works best when all qualified candidates can run for office, when voters have more choice, and when representatives are responsive to their constituents.

NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
ROBERT J. McDERMOTT	2200 BENNINGTON DR. FISHKILL NY 12524	NONE	
Diane Landau-Fluyter	5 Alta Dr Wappingers Falls, NY	dianelf@optonline.net	
Enrico Caprari	86 Greenwood Dr. Beacon, NY 12508	mccap1@optimum.net	
Megan Caprari	86 Greenwood Dr Beacon, NY 12508	megmcc1@optimum.net	
Michael Ferraro	276 Fishkill Crestwood CT	OGmail.com Michael15291950	
James Cotter	10 Van Nydeck Ave Beacon, NY 12508	jcotter414@aol.com	
Alan Perlman	1 Hudson Tr Hyde Park 12538	ajperl@yahoo.com	
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JOAN LICARI	15 RED HAWK HOLLOW RD, WAPP.	JOHNROB427 @AOL.COM	
Denise Grey	106 Village Common Fight	twindimples 25@yahoo.com	
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MARY ELLEN STRAEBLER	4703 Ridgcrest WAPP. 12590	MESTRAEBLER # 4@VA100.com	
JOEL M. SMITH	11 CUMBERLAND RD FISHKILL, N.Y. 12524	JMSBLUES@ YAHOO.COM	

Submitted 9/12/18

# PETITION TO DUTCHESS COUNTY LEGISLATURE

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
ANALA TIMONEY	11 PARK DR. APT. 202 Pleasant Valley		Anala Timoney
Dorothy Butler	6 PARK DR. APT 104 Pleasant Valley		Dorothy Butler
MARION VILLALVA	8 PARK DR. APT 102 Pleasant Valley		[Signature]
Steven Pesola	13 PARK DR APT 103 Pleasant Valley		[Signature]
Donovan Buckley	5 PARK DR APT 112 Pleasant Valley	donovanfb@msn.com	[Signature]
Garfield Williams	7 PARK DR. APT 103 Pleasant Valley		[Signature]
Sophia Williams	7 PARK DR. APT. 103 Pleasant Valley		[Signature]
Jennifer Macken	9 PARK DR. APT. 103 Pleasant Valley		Jennifer Macken
Kurt Hauptfuehner	11 PARK DR. APT. 103 Pleasant Valley		Kurt Hauptfuehner
Elizabeth O'Connell	5 PARK DR. APT. 107 Pleasant Valley		Elizabeth O'Connell
Thomas O'Connell	5 PARK DR. APT. 107 Pleasant Valley	toc1964@yahoo.com	[Signature]
Irene Maiolo	17 PARK DR. APT 104 Pleasant Valley		Irene Maiolo
C. RAVENHUS	19 PARK DR. APT. 102 Pleasant Valley		C. Ravenhus

# PETITION TO DUTCHESS COUNTY LEGISLATURE

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Julia B. Kessler	363 Smith Rd. PL. VAL.	kestribe@gmail.com	Julia B. Kessler
Alicia Z. Brown	177 Marshall Rd. PL. VAL.	alkebrown@gmail.com	Alicia Z. Brown
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Lorraine Erani	251 Marshall Rd PL. VAL.		
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Elizabeth Lumb	831 NORTH AVE PL. VAL.		
Mary Ann	797 NORTH AVE PL. VAL.		MARJORIE MCKEE
Amy Swaney	697 NORTH AVE PL. VAL.		Amy Swaney
ANNE PIKE-TAY	688 NORTH AVE PL. VAL.		[Signature]

ALL PLEASANT VALLEY



# PETITION TO DUTCHESS COUNTY LEGISLATURE

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NAME	ADDRESS	EMAIL ADDRESS	SIGNATURE
Derek Easton	57 Oxford Rd Pleasant Valley NY	DerekEaston172@gmail.com	Derek Easton
Deborah A Easton	57 Oxford Road Pleasant Valley NY	Deborahaeaston@gmail.com	Deborah A Easton
Christina Prunty	20 English Way Pleasant Valley NY	Cprunty17@gmail.com	Christina Prunty
Laura Lang	88 Oxford Rd. Pleasant Valley		Laura Lang
Robert N. Lang	615 North Ave Pleasant Valle	r1eng1@hvc.rr.com	Robert N. Lang
Cathleen Lang	615 North Ave Pleasant Valley NY	cathleenelang@yahoo.com	Cathleen Lang
Michèle Constant	53 Oxford Rd Pleasant Valley NY		Michèle Constant
Eden Sumpster	53 Oxford Rd Pleasant Valley		Eden Sumpster
T. J. Lang	61 Oxford Pleasant Valley		T. J. Lang
Joseph A. Hurley	48 Kay Dr Pleasant Valley NY		Joseph A. Hurley
Kimberly A. Hurley	48 Kay Dr Pleasant Valley N.Y.		Kimberly A. Hurley
Nancy Johnson	6 Kay Dr. Pleasant Valley NY		Nancy Johnson
PATRICK McKEOWN	31 Keon Dr Pleasant Valley NY		Patrick McKeown