Attendance Sheets

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

Date: 12/8/16

Regular Meeting

of the

Dutchess County Legislature

Thursday, December 8, 2016

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

Roll Call by the Clerk of the Legislature

PRESENT: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

ABSENT: 0

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Pastor Victor Torres of the Reach Out Church in Hyde Park, followed by a moment of silent meditation.

Commendations:

Proclamation: Recognizing December 10th as International Human Rights Day

Public Hearings:

Public Hearing - Partnership for Manageable Growth Program to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy, on approximately 166.56 acres of Property, known as the Locust Grove Farm a/k/a the Atkins Farm

The Clerk read the Notice of Public Hearing.

Chairman declared the public hearing open.

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

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

Helen Clausin, 60 Academy Street, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Charlie Davenport, Wappingers Falls, spoke in opposition to Resolution No. 2016288.

Carlton D. Jones, Mount Camel Square, Poughkeepsie, spoke in favor of the continuing the bus system in the City of Poughkeepsie.

Darrett Roberts, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Sheila Drew, City of Poughkeepsie, spoke against the County LOOP Bus system and in favor of the City of Poughkeepsie bus system.

Warren Johnston, Poughkeepsie, urged the Legislature to help save the City of Poughkeepsie bus system.

Louise VanAkoy, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Annette Hummer, 20 Hudson Avenue, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie and programs for youth.

Randall Adams, Hyde Park, spoke in favor of the county funding programs for youth and homeless

Sheila Saggage, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Steven Thompson, City of Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Akia Slavodean, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Albert Whiteley, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Joe Sarentino, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie for people with disabilities.

David Swicka, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Christopher Petsis, Char of City of Poughkeepsie Common Council, asked for the county to use the fund balance to help grow the City of Poughkeepsie.

Wolfart Joe Hutchinson, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Denise Charles Devantis, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Jim Morrison spoke in favor of continuing the bus system in the City of Poughkeepsie.

Rosemary McCaffrey, St. Simeon, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Wendell Davis, former LOOP bus driver, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Bruce Daws, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

John Broman, 28 Corelies Avenue, Poughkeepsie and former bus driver, spoke in opposition to LOOP taking over the City of Poughkeepsie bus system.

Constantine Kazolias, City of Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

Joanne Halsey, Red Hook, spoke in support of the Dutchess Community College Contracts.

Michael Hall, Associate Professor at Dutchess Community College and Chair of the Full- Time Dutchess United Educators, spoke in support of the Dutchess Community College Contracts.

Donna Logan, Adjunct Professor at Dutchess Community College and Chair of the DUE Part- Time Contract Negotiating Team, spoke in support of the Dutchess Community College Contracts.

Dan Kuffner, Hyde Park resident and member of the Dutchess Community College Board of Trustees, urged support of the Dutchess Community College Contracts.

Monique Simmons, Poughkeepsie, spoke in favor of continuing the bus system in the City of Poughkeepsie.

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

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

The November 2016 minutes were adopted.

Family & Human Services

RESOLUTION NO. 2016276

RE: AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ACT AND THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

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

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

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

* FY 2014 TAA for the period of October 1, 2013 through September 30, 2016;

* FY 2015 TAA for the period of October 1, 2014 through September 30, 2017;

* PY 2016 Title 1B WIOA Admin funding for the period of July 1, 2016 through June 30, 2018;

* PY 2016 Title 1B WIOA Adult funding for the period of July 1, 2016 through June 30, 2018;

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

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

APPROPRIATIONS Increase (Decrease)

2014		
CD6292.2014.4813	TAA Participant Funding	$ (3,205)
2015		
CD6292.2015.4813	TAA Participant Funding	$ 755
2016		
CD6292.2016.4844	T-1B WIOA Admin	$ 75,085
CD6292.2016.4841	T-1B WIOA Adult	$364,150
CD6292.2016.4842	T-1B WIOA DislocatedWorker	$311,609
		$748,394

REVENUES Increase (Decrease)

2014		
CD6292.2014.47910.22	TAA Participant Funding	$ (3,205)
2015		
CD6292.2015.47910.22	TAA Participant Funding	$ 755
2016		
CD6292.2016.47910.44	T-1B WIOA Admin	$ 75,085
CD6292.2016.47910.41	T-1B WIOA Adult	$364,150
CD6292.2016.47910.42	T-1B WIOA DislocatedWorker	$311,609
		$748,394

CA-174-16
G-1263
11/10/16
CRC/MTY/kvh
Fiscal Impact: Attached

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 748,394

Total Current Year Revenue and Source $ 748,394

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

Identify Line Items(s):

Related Expenses: Amount $ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Marilyn Yerks, CFO, DCWIB Prepared On: 11/7/16

Family and Human Services Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner *		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson (VC)		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	absent	

Present: 11
Absent: 1
Vacant: 0

Resolution: ✓
Motion: ___

Total : 11 (Yes) 0 (No)
Abstentions: 0

2016276 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ACT AND THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016276 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ACT AND THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

Date: December 8 , 2016

Public Safety

RESOLUTION NO. 2016277

RE: AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY (A.1165.05)

Legislators ROMAN, BORCHERT, MICCIO, BOLNER, SAGLIANO, FLESLAND, HORTON, THOMES, and LANDISI offer the following and move 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 $25,657 be placed in various District Attomey Asset Forfeiture accounts to be used for the purchase of equipment, office supplies and training expenses, 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 2016 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.1165.05.4160	Office supplies	$ 1,544
A.1165.05.4650	External Postage (ship body wire)	$ 50
A.1165.05.4750	Other Equipment	$ 9,063
A.1165.05.4570.63	Rental/Lse Equip. Long Term	$15,000
		$25,657

REVENUES

Increase

A.1165.06.26260.00	Asset Forfeiture – State	$25,657

CA-180-16
LDF/kvh/G-0135
11/15/16
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 25,657

Total Current Year Revenue $ 25,657
and Source

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

Identify Line Items(s):
Please see attached spreadsheet

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.1165.06.26260.00 -Asset Forfeiture State) to enable the purchase of equipment, etc. listed on the attached Asset Forfeiture Expenditure sheet.

Prepared by: Gina Barry/Heidi Owens

Asset Forfeiture Expenditures		
4160 - Office Stat & Supplies		
ive shelf book case	165.00	Dutchess County District Attorney
1 Desk chair	200.00	Dutchess County District Attorney
2 trial bags	181.00	Dutchess County District Attorney
1 two drawer file cabinet	231.00	Dutchess County District Attorney
2 book cases $114.96 each	230.00	Dutchess County District Attorney
1 credenza	537.00	Dutchess County District Attorney
TOTAL:	**1,544.00**	
4650 - External Postage		
Shipping for body wire transmitters	50.00	Dutchess County Drug Task Force
TOTAL:	**50.00**	
4750 - Other Equipment ND		
4 Body wire transmitters @ $2265.75 each	9,063.00	Dutchess County Drug Task Force
TOTAL:	**9,063.00**	
4570.63 - Rntl/Lse - Equip Long Term		
District Attorney Replacement Vehicle (Lease)	15,000.00	Dutchess County District Attorney
TOTAL:	**15,000.00**	
TOTAL TO BE APPROPRIATED:	**25,657.00**	
TOTALS BY PROGRAM		
Dutchess County Drug Task Force	9,113.00	
District Attorney's Office	16,544.00	
TOTAL TO BE APPROPRIATED:	**25,657.00**	

Public Safety Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	Nesbitt (VC)		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman (C)		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 21 - Town of East Fishkill	Horton		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2016277 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY (A.1165.05)
Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016277 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY (A.1165.05)

Date: December 8 , 2016

Environment

RESOLUTION NO. 2016278

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT FOR THE MICROGREENS PROJECT

Legislators BORCHERT, MICCIO, BOLNER, FORMAN, REISER, WASHBURN, HORTON, SAGLIANO, FLESLAND, PULVER, TRUITT, and THOMES offer the following and move its adoption:

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, the City of Poughkeepsie School District, the Organic Indoor Gardens of Poughkeepsie, the Hudson Valley Community Center Inc., and the County wish to enter into an intermunicipal agreement to conduct a Microgreens Project, and

WHEREAS, it is necessary for the Legislature to approve the annexed intermunicipal agreement and to authorize the County Executive or his designee to execute the agreement, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed intermunicipal agreement and authorizes the County Executive or his designee to execute such agreement in substantially the same form as attached hereto.

CA-179-16
11/15/16
CRC/kvh
G-1687

Fiscal Impact: None.

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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 resolution authorizes execution of an inter-municipal agreement related to the healthy counties challenge grant project. The cost of this project is fully offset by grant revenue and is included in the 2017 budget.

Prepared by: Rachel Kashimer, Budget Office Prepared On: 11/10/16

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20 _____, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the **CITY OF POUGHKEEPSIE SCHOOL DISTRICT,** a school district whose address is 11 College Avenue, Poughkeepsie, New York 12603 (hereinafter referred to as the "DISTRICT") and **HUDSON VALLEY COMMUNITY CENTER, INC.,** a domestic not-for-profit corporation whose address is 110 South Grand Street, Poughkeepsie, New York 12603 (hereinafter referred to as "HVCC") and **ORGANIC INDOOR GARDENS OF POUGHKEEPSIE, LLC**, a domestic limited liability company whose address is 316 Main Street, Poughkeepsie, New York 12601 (hereinafter referred to as "OIGP"), collectively herein referred to as "the parties."

WITNESSETH:

WHEREAS, The "Healthiest Cities and Counties Challenge" is a partnership between the Aetna Foundation, the American Public Health Association and the National Association of Counties and administered by CEOs For Cities, and

WHEREAS, the partnership empowers small to mid-size U.S. cities and counties to create a positive health impact, and

WHEREAS, the partnership is awarding more than $1.5 million in grants to cities, counties and federally recognized tribes most able to show measurable changes in health and wellness over the next several years, and

WHEREAS, the COUNTY, in cooperation with the DISTRICT, HVCC, and OIGP, has submit a proposal and has been awarded grant funds to implement a preventative healthcare project in furtherance of making Dutchess County the healthiest county in New York state and the nation, and

WHEREAS, the COUNTY's project consists of innovating in preventing certain maladies by delivering microgreens, nutrient-dense seedlings of edible herbs and vegetables, to two of the most vulnerable populations in Dutchess County—children and senior citizens—in an effort to bring about healthier outcomes, and

WHEREAS, New York General Municipal Law Section 119-n(a) defines a "school district" as a municipal corporation, thereby necessitating this inter-municipal agreement, and

WHEREAS, New York General Municipal Law Section 119-o provides that in addition to any other general or special powers vested in municipal corporations, municipal corporations shall have power to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis,

NOW, THEREFORE, in consideration of the covenants herein set forth, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. Pursuant to the scope of services set forth in Exhibit "A" annexed hereto and made a part of this Agreement, the parties shall collaborate to deliver nutrient dense microgreens to children and senior citizens in Dutchess County in a determined effort to show measurable improvements in the health and wellness of such populations.

2. TERM OF AGREEMENT. This Agreement shall be effective September 1, 2016 and shall terminate on August 31, 2018 unless otherwise terminated as set forth herein.

3. OPTION TO RENEW. 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.

4. PAYMENT. The only cost of this program will be for the microgreens product which will be purchased in bulk at a lower price from OIGP.

As full and complete consideration for the product, the County shall pay a total sum not to exceed THIRTY THOUSAND FIFTY and 00/100 ($30,050.00) DOLLARS.

Payment of the above consideration shall be made to OIGP upon submission of statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

5. DEFENSE AND INDEMNIFICATION:
A) The County shall defend, protect and indemnify the other parties to this Agreement for any damages whatsoever done to property, injury, or death to persons resulting from the negligence of the County's employees in connection with this Agreement;
B) The District shall defend, protect and indemnify the other parties to this Agreement for any damages whatsoever done to property, injury, or death to persons resulting from the negligence of the District's employees in connection with this Agreement;
C) HVCC shall defend, protect and indemnify the other parties to this Agreement for any damages whatsoever done to property, injury, or death to persons resulting from the negligence of HVCC's employees in connection with this Agreement;
D) OIGP shall defend, protect and indemnify the other parties to this Agreement for any damages whatsoever done to property, injury, or death to persons resulting from the negligence of OIGP's employees in connection with this Agreement or caused by OIGP's products;

6. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the parties agree to maintain the following insurance and shall provide proof thereof to each other, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each contractor shall provide:

a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **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).

c. In the event that the party is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

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. The parties must be listed 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.

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. The parties must be listed as additional insured.

Excess/Umbrella Liability, if required, with limits not less than $5,000,000 per occurrence with a $5,000,000 aggregate. The parties must be included as additional insured.

The Acord form certificate of insurance must contain the following provisions:

(A) The parties agree to list each other as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.

(B) The commercial general and automobile policies are primary and noncontributory.

(C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation.

(D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation.

(E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation is provided.

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 the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory.

7. TERMINATION. Any party may terminate this Agreement without cost or penalty upon thirty (30) days written notice to the other parties at the other parties' addresses set forth herein:

A) DUTCHESS COUNTY ATTORNEY, COUNTY OF DUTCHESS, 22 Market Street, 5th floor, Poughkeepsie, New York 12601

B) CITY OF POUGHKEEPSIE SCHOOL DISTRICT, 11 College Avenue, Poughkeepsie, New York 12603

C) HUDSON VALLEY COMMUNITY CENTER, INC., 110 South Grand Street, Poughkeepsie, New York 12603

D) ORGANIC INDOOR GARDENS OF POUGHKEEPSIE, LLC, 316 Main Street, Poughkeepsie, New York 12601

8. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of the terms of this Agreement. It is further understood and agreed that neither this Agreement nor any representation of by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

9. RETENTION OF RECORDS. All parties agree to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.

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

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

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

_____
Department of Behavioral
And Community Health

ACCEPTED: CITY OF POUGHKEEPSIE SCHOOL DISTRICT

BY: _____
Print Name_____
Title _____

ACCEPTED: HUDSON VALLEY COMMUNITY CENTER, INC.

BY:_____
Print Name_____
Title_____

ACCEPTED: ORGANIC INDOOR GARDENS OF POUGHKEEPSIE, LLC

BY: _____
Print Name_____
Title:_____

PROJECT SUMMARY

Dutchess County looks at health as more than healthcare, simply treating residents' ailments and symptoms; we embrace the population health model, which looks closely at a multitude of factors that influence health outcomes. One of those factors is prevention, and Dutchess County will soon be an innovator in preventing certain maladies by delivering microgreens, nutrient-dense seedlings of edible herbs and vegetables, to two of our most vulnerable populations – children and senior citizens – in an effort to bring about healthier outcomes.

Collaborating with Indoor Organic Gardens of Poughkeepsie, LLC, Dutchess County and the City of Poughkeepsie will be the lead agencies in a program to distribute microgreens to three local groups: students in the Poughkeepsie City School District; City of Poughkeepsie inner city youth who take part in an after-school program run by Born Again Disciples, Inc.; and seniors who receive Dutchess County Office for the Aging (OFA) home-delivered meals or congregate meals served at OFA Senior Friendship Centers.

Prior to implementation of the program, a baseline for health behaviors and knowledge would be established for each of those three populations. Upon implementation, microgreens will be distributed to each of the populations, their intake of the microgreens will be monitored, and their health behaviors and knowledge will be reassessed and recorded at specific intervals.

Dutchess County's achievable goal is to establish a program that delivers a high volume of nutrients in an easily consumed manner – microgreens can be blended into smoothies or added to salads, for example – and promotes the prevention of certain undesirable health outcomes, as well as overall well-being for the populations involved. This is a program that can be replicated throughout New York State and throughout the nation, and that will leverage local capital to sustain itself after the "Healthiest Cities & Counties Challenge Prize" has been awarded and exhausted.

As part of Dutchess County's efforts to re-introduce the formerly incarcerated back into their communities upon release, the program will also provide job placement for qualified ex-offenders. Working with the Dutchess County Office of Probation and Community Corrections, Indoor Organic Gardens of Poughkeepsie will hire selected ex-offenders at a living wage and train them to work at the indoor gardens, teaching them the skills necessary to eventually begin and operate their own such indoor garden. In time, workers will be encouraged start their own individual indoor garden; and City of Poughkeepsie officials will work with them to locate "zombie properties" in which to start their own garden. Those ex-offenders will have the option to sell their harvests back to Indoor Organic Gardens of Poughkeepsie at a profit, giving them the confidence, self-esteem and resources to become productive members of the community, thus minimizing their chances of recidivism. The process will perpetuate opportunities for the maximum number of ex-offenders as possible, resulting in a self sustaining program for many years to come.

The program will also build on its success. As more and more residents take part in the program and/or learn about it, an education/awareness campaign will begin and spread throughout the community, local schools and colleges, with the hope more people will either take part in the program and/or consume microgreens on their own; in either instance, the positive health outcomes will repeat themselves. As the education/awareness campaign grows, it's conceivable it will benefit from a growing number of volunteers (likely from local schools), thus mitigating the future cost to Dutchess County.

It's a program which is sustainable in three ways:

Environmentally – There will be a minimal impact on the environment due to low water usage for growing microgreens (they can be grown in soil, indoors under grow lamps regardless of season, from seed to harvest in six days) and low pollution emissions due to local transportation of the goods;

Socially – The program will benefit both the City of Poughkeepsie, and Dutchess County as a whole, by providing both better nutrition to residents and employment for ex-offenders, building the latter's confidence, ability to be productive and self-sufficient working alongside others, thus easing their transition back into the community;

Financially – The only real "cost" of the program would be the microgreens themselves (which can be purchased in bulk at a lower price) and are partially offset by a subsidized worker training program funded through local grant dollars. The "in-kind contribution" of the programs involved (Dutchess County Office for the Aging, Poughkeepsie City School District, Born Again Disciples) would simply be the delivery of the microgreens to seniors and students, respectively. There will also be an added benefit of financial sustainability for growers due to the living wages they'll earn.

Exhibit A

POUGHKEEPSIE CITY SCHOOL DISTRICT

November 7, 2016

Scope of Services by Poughkeepsie City School District

1. The School District shall utilize Microgreens in salad options, and potentially in other food offerings, available during lunch for Krieger Elementary School fifth grade students.
2. The School District shall notify student's parents/guardians of Krieger Elementary School fifth grade students and fifth grade students of the availability of Microgreens as a healthy ingredient in salad options during lunch time, and in other food offerings if and when such food offerings are expanded to include Microgreens.
3. The School District shall cooperate with Project Co-Leads who shall be responsible to collect and analyze baseline and subsequent data regarding students' healthy eating behaviors, and taste and tolerance of the food offerings with Microgreens.
4. It is understood that at all times that access to and disclosure of student personally identifiable information, if any, shall be governed by the Family Educational Rights and Privacy Act, The Protection Of Pupil Rights Amendment and any other applicable federal and/or State laws regarding student information.

INDOOR ORGANIC GARDENS of POUGHKEEPSIE

September 9, 2016

Scope of Services provided by IOGP:

A. We will Grow, Harvest and Deliver the stipulated quantity of Microgreens as directed by the respective user group.

B. The Price will be all inclusive at a Rate of $20 per pound delivered.

C. We will utilize Unoccupied Former Office Space at 316 Main St, Poughkeepsie, NY

D. We will endeavor to employ "at risk" residents of Dutchess County in the operational aspects of IOGP.

Brud Hodgkins

Indoor Organic Gardens of Poughkeepsie | 316 Main Street, Poughkeepsie, NY 12601
P: 845.790.8075 E: iogopk@aol.com

Cullen, Christian

Subject: Scope of services.

To Whom it May Concern,
In conjunction with the Microgreen Project, the Hudson Valley Community Center will be providing After School Program Staffing who will supervise the children and monitor their behavior. We will also provide a chef who will prepare the foods containing microgreens for the children's consumption, the equipment necessary to prepare these foods, and the facilities where the foods will be both prepared and served. We will also provide any administrative hours necessary in order to document the results of the Microgreens Program. If you have any questions, please feel free to contact me.
Sincerely,

Michelle Ferretti
Born Again Disciples Inc.
Office: (845) 471-0420
Cell: (845) 416-8024
Email: mferrettibad@gmail.com

MARCUS J. MOLINARO
COUNTY EXECUTIVE

MARY ELLEN STILL
DIRECTOR

COUNTY OF DUTCHESS

OFFICE OF PROBATION AND COMMUNITY CORRECTIONS

SCOPE OF SERVICES

DUTCHESS COUNTY OFFICE OF PROBATION AND COMMUNITY CORRECTIONS

The Dutchess County Office of Probation and Community Corrections will screen defendants and probationers to determine eligibility for workforce training and placement with Organic Gardens of Poughkeepsie.

This determination will be made based on risk level and identified needs as determined by an evidence-based screening and assessment instrument known as the COMPAS.

The Office of Probation and Community Corrections will work in collaboration with Project M.O.R.E. to provide job readiness skills such as engagement in the Ready, Set, Work curriculum. Ready, Set, Work is the New York model based on the National Institute of Corrections' Offender Workforce Development Specialists program.

The Office of Probation and Community Corrections will provide supervision and support for defendants and probationers participating in job readiness training and job placement.

Mary Ellen Still
Director

9/5/16
Date

50 Market Street, Poughkeepsie, New York 12601 • (845) 486-2600 • Fax: (845) 486-2676 • Adm. Fax: (845) 486-6479
223 Main Street, Beacon, New York 12508 • (845) 838-4840 • Fax: (845) 838-4852
131 County House Road, Millbrook, New York 12545 • (845) 677-5250 • Fax: (845) 677-5001
www.dutchessny.gov

MARCUS J. MOLINARO
COUNTY EXECUTIVE

SABRINA JAAR MARZOUKA, JD, MPH
COMMISSIONER

COUNTY OF DUTCHESS

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

October 7, 2016

Dutchess County Department of Behavioral and Community Health
85 Civic Center Plaza, Suite 106
Poughkeepsie, NY 12601

RE: Inter Municipal Agreement - Microgreen Scope of Service

To Whom It May Concern:

The Dutchess County Department of Community and Family Services (DCFS) will provide the following services as its contribution to the Microgreen project:

1) Funding to support job coaching and job readiness skills training of eligible candidates.

2) Job placement with Indoor Organic Gardens of Poughkeepsie for qualified residents on public assistance. Placement will be arranged through DCFS contractors.

Sincerely,

Sabrina Jaar Marzouka, JD, MPH
Commissioner

:sla

Exhibit "A"

60 Market Street, Poughkeepsie, New York 12601-3299 • (845) 486-3000 • Fax (845) 486-3090
www.dutchessny.gov

Environment Committee Roll Call

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

Present: 8 **Resolution:** ✓ **Total :** 8 (Yes) 0 (No)

Absent: 4 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016278 AUTHORIZING INTERMUNICIPAL AGREEMENT FOR THE MICROGREENS PROJECT

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** — **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016278 AUTHORIZING INTERMUNICIPAL AGREEMENT FOR THE MICROGREENS PROJECT

Date: December 8 , 2016

RESOLUTION NO. 2016279

RE: REAPPOINTMENTS TO THE DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD

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

WHEREAS, vacancies exist or will exist on the Dutchess County Soil and Water Conservation Board by reason of the expiration of the terms Legislator James J. Miccio, Legislator A. Gregg Pulver, Timothy Bontecou, David Cook and David Koehler; and

WHEREAS, Legislator James J. Miccio and Legislator A. Gregg Pulver have expressed an interest in being reappointed to said Board; and

WHEREAS, Timothy Bontecou, David Coon and David Koehler have expressed interest in being reappointed to said board; and

RESOLVED, that the Dutchess County Legislature does hereby reappoint Legislator James J. Miccio, Legislator A. Gregg Pulver and Timothy Bontecou, David Coon and David Koehler to the Dutchess County Soil and Water Conservation Board for the term specified below:

Reappointments	Term Expires
James J. Miccio 24 Broad Street Fishkill, NY 12524 (Legislator)	December 31, 2017
A. Gregg Pulver P.O. Box 704 Pine Plains, NY 12567 (Legislator)	December 31, 2017
Timothy Bontecou 299 Perotti Road Millerton, NY 12546	December 31, 2019

David Coon
373 Separate Road
Amenia, NY 12501

December 31, 2019

David Koehler
483 Route 376
Hopewell Junction, NY 12533

December 31, 2019

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Environment Committee Roll Call

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

Present: 8 **Resolution:** ✓ **Total :** 8 (Yes) 0 (No)

Absent: 4 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016279 REAPPOINTMENTS TO DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 (Yes) 0 (No)

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2016279 REAPPOINTMENTS TO DUTCHESS COUNTY SOIL AND WATER CONSERVATION BOARD

Date: December 8 , 2016

ENVIRONMENT

RESOLUTION NO. 2016280

RE: REAPPOINTMENT TO CORNELL COOPERATIVE EXTENSION ASSOCIATION BOARD OF DIRECTORS

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

WHEREAS, the Cornell Cooperative Extension Association Dutchess County ("Association") was created pursuant to the provisions of New York State County Law § 224 (8)(b), as amended; and

WHEREAS, the Association is governed by a Constitution last dated effective on January 1, 2013; and

WHEREAS, the Association is governed by a Board of Directors; and

WHEREAS, in accordance with the Constitution the Dutchess County Legislature is requested annually to appoint one legislator to serve as an ex-officio Director on the Association's Board of Directors; now, therefore, be it

RESOLVED, that the following person be reappointed to the Cornell Cooperative Extension Association Board of Directors effective immediately:

REAPPOINTMENT	TERM EXPIRING
Sandra Washburn, Legislator 7A Clinton Hollow Road Salt Point, NY 12578	December 31, 2017

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Environment Committee Roll Call

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

Present: 8 **Resolution:** ✓ **Total :** 8 (Yes) 0 (No)

Absent: 4 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016280 REAPPOINTMENT TO CORNELL COOPERATIVE EXTENSION ASSOCIATION BOARD OF DIRECTORS

Date: December 5, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
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District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016280 REAPPOINTMENT TO CORNELL COOPERATIVE EXTENSION ASSOCIATION BOARD OF DIRECTORS

Date: December 8 , 2016

Public Works & Capital Projects

RESOLUTION NO. 2016281

RE: RENAMING OF DUTCHESS COUNTY AIRPORT
TO HUDSON VALLEY REGIONAL AIRPORT

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

WHEREAS, the County of Dutchess acquired approximately 495 acres of real property from the United States of America, acting by and through the War Assets Administrator, by a quit claim deed dated April 4, 1947 for the operation of a public airport, and

WHEREAS, the airport was known as the New Hackensack Auxiliary Field No. 3 at the time the County acquired it from the United States of America , and

WHEREAS, the Dutchess County Board of Supervisors renamed the airport the Dutchess County Airport in Resolution No. 80 of 1946 when it created the Dutchess County Airport Commission, and

WHEREAS, the Commissioner of Public Works is recommending to this Legislature that the Dutchess County Airport be renamed the Hudson Valley Regional Airport as part of an effort to rebrand the airport in order to attract more business at the airport, now therefore, be it

RESOLVED, that this Legislature changes the name of the Dutchess County Airport to the Hudson Valley Regional Airport upon compliance with all applicable rules and regulations of the Federal Aviation Administration.

CA-152-16
CAB/kvh/G-1651
10/13/16

Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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: Rachel Kashimer, Budget Office Prepared On: 10/20/2016

Public Works and Capital Projects Roll Call

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

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

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016281 RENAMING OF DUTCHESS COUNTY AIRPORT TO HUDSON VALLEY REGIONAL AIRPORT

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 (Yes) 0 (No)

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2016281 RENAMING OF DUTCHESS COUNTY AIRPORT TO HUDSON VALLEY REGIONAL AIRPORT

Date: December 8 , 2016

Public Works & Capital Projects

RESOLUTION NO. 2016282

RE: AMENDING THE 2016 ADOPTED COUNTY BUDGET
AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS

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

WHEREAS, the Commissioner of the Department of Public Works advises that the Fallkill Dam which is on County owned property identified as 246-260 Creek Road in the Town of Poughkeepsie (tax parcel 134689-6163-04-842250-0000) is in dire need of repair; and

WHEREAS, the New York State Department of Environmental Conservation ("NYSDEC") dam safety regulations require that certain work be completed in order to keep the dam in a state of good repair and to ensure public safety, and

WHEREAS, the Fallkill Dam is currently classified as an "Intermediate Hazard (Class B) and is required to have an Engineering Assessment conducted every ten (10) years in accordance with the NYSDEC Dam Safety Regulations 6 NYCRR Part 673, and

WHEREAS, the Department of Public Works in consultation with the NYSDEC has determined that the improvement project (1) constitutes a Type II action pursuant to 6 NYCRR Sections 617.5(c)(1), (c)2 and (c)(6) ("SEQRA"), and (2) will not have a significant adverse impact on the environment, and

WHEREAS, an Engineering Assessment was completed and the findings identified repairs and/or rehabilitation measures that are necessary for various existing features in order to bring the structure into compliance with the dam safety regulations, and

WHEREAS, the Commissioner advises that additional funding is necessary for the design, permitting and construction of the referenced repairs, and

WHEREAS, the appropriation of these funds are critical for the repair and rehabilitation of the Fallkill Dam located in the Town of Poughkeepsie, and

WHEREAS, it is necessary to amend the 2016 Adopted County Budget to provide additional funds to repair and rehabilitate the dam as required by the NYSDEC, now therefore, be it

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

APPROPRIATIONS – Increase

H0498.5020.3110	Other Structures	$425,000
A.9950.9000	Interfund Transfer	$425,000
		$850,000

REVENUES – Increase

A.9998.95110.87	Appropriated Reserve Capital	$425,000
H0498.5020.50310	Interfund Transfers	$425,000
		$850,000

CA-173-16
CAB/kvh/G-0188
11/10/16
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 425,000

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):
Capital Reserve - A.9998.95110.87

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
Funding needed to repair the Fallkill Dam based on an assessment performed in 2015. Repairs are required by the New York State Department of Environmental Conservation in order to maintain the Fallkill Dam in a state of good repair to protect property and public safety. The total funding of $425,000 is requested from the Capital Reserve for this project.

Prepared by: Rachel Kashimer, Budget Office Prepared On: 11/3/2016

626 Dutchess Turnpike
Poughkeepsie, NY 12603
Phone: (845) 486-2925
Fax: (845) 486-2940

Dutchess County
DPW *ENGINEERING*

Memo

To: Fallkill Dam

From: Jeff Akins, P.E.

Date: August 18, 2016

Re: SEQR CLASSIFICATION
FALLKILL DAM REPAIR AND REHABILITATION PROJECT
COUNTY ROUTE 100 (a.k.a. CREEK ROAD)
TOWN OF POUGHKEEPSIE

The subject project consists of repairs and/or rehabilitation to the existing County-owned Fallkill Dam. The Fallkill Dam is located on a County owned parcel identified as 246-260 Creek Road (*tax parcel 134689-6163-04-842250-0000*) in the Town of Poughkeepsie. The Fallkill Dam is classified as an Intermediate Hazard (Class B) and is required to have an Engineering Assessment (EA) conducted once every ten years in accordance with NYSDEC Dam Safety Regulations 6 NYCRR Part 673. The County utilized a consulting firm (C.T. Male Associates) to conduct an EA for the structure with draft findings completed in January 2016. The draft EA identified repairs and/or rehabilitation measures needed for various existing features in order to bring the structure into compliance with dam safety regulations.

The County will seek funding for the design, permitting and construction of the noted repairs. Upon discussion with the consultant and Region 3 permit staff it is determined that proposed repair and/or rehabilitation construction can be classified as a TYPE II Action. Specifically the proposed work conforms to the following definitions listed in 6 NYCRR §617.5 (Type II Actions):

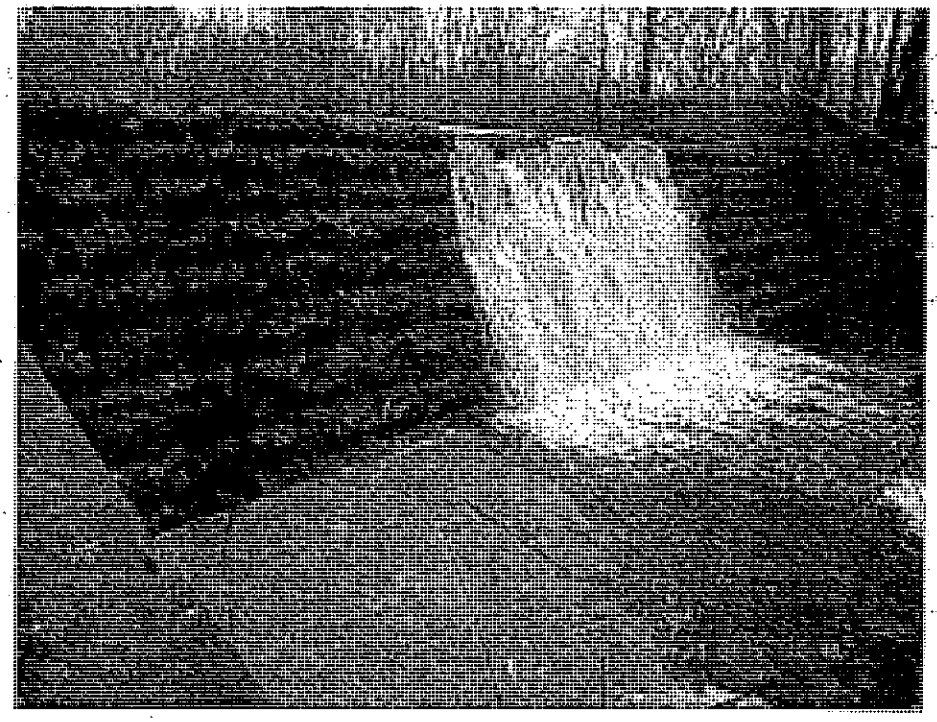
- (c)(1) – maintenance or repair involving no substantial changes in an existing structure or facility,
- (c)(2) – replacement, rehabilitation or reconstruction of a structure or facility, in kind, in the same site, including upgrading buildings to meet building or fire codes, unless such action meets or exceeds the thresholds in Section 617.4 of the Park,
- (c)(6) – maintenance of existing landscaping or natural growth.

The subject project is therefore classified as a SEQR Type II Action as per 6 NYCRR §617.5and no further action is required. The Dutchess County Department of Public Works is the SEQR Lead Agency for this action.

C.T. MALE ASSOCIATES
Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

ENGINEERING ASSESSMENT
of
FALL KILL DAM

NATIONAL DAM ID: NY01178
NY STATE ID: 212-0705



Owned and Operated by:

DUTCHESS COUNTY
DEPARTMENT OF PUBLIC WORKS

DUTCHESS COUNTY, NEW YORK

Latitude N 41° 44′ 10″
Longitude W 73° 53′ 59″

Document Date: January 15, 2015

Assessment Performed by: Richard C. Wakeman, P.E.
NYS License No. 057208

Engineering Assessment
Fall Kill Dam
Creek Road
Poughkeepsie, New York

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FIGURES

FIGURE 1: Watershed Delineation Map

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1.0 INTRODUCTION

This Engineering Assessment of Fall Kill Dam in the City of Poughkeepsie, New York has been performed in accordance with the requirements set forth in the New York State Department of Environmental Conservation (DEC) Dam Safety Regulations, Part 673.13. Included in the preparation of this assessment were a review of existing documentation for the dam, the performance of an Initial Safety Inspection, a hydrologic and hydraulic analysis of the reservoir's watershed and dam, a hazard classification assessment of the dam, a stability analysis of the dam's earthen embankments, and a structural stability analysis of its concrete gravity section. Existing documentation reviewed included historic documents and photographs, past inspection reports, and the dam's Emergency Action Plan. On the basis of the findings of this assessment, conclusions and recommendations for bringing the dam into compliance with DEC regulations are provided. A recommended schedule for this work has also been developed.

2.0 INITIAL SAFETY INSPECTION

2.1 Document Review

Existing documentation in the possession of DEC was reviewed prior to preparation of this Engineering Assessment. Included amongst this information were:

- Historic documents pertaining to the dam, including letters, reports, and photographs;
- DEC inspection reports; and
- An Emergency Action Plan, prepared by the Dutchess County Department of Public Works, dated March 14, 2012.

2.2 Dam Description

Fall Kill Dam, formerly known as Hudson River State Hospital Dam, is located in the City of Poughkeepsie, New York, at latitude 41 degrees, 44 minutes, 10 seconds north and longitude 73 degrees, 53 minutes, 59 seconds west. The dam's spillway is a gravity section constructed of stacked stone masonry. Earthen closure embankments are present to each side of the spillway, the upstream sides of which are retained by vertical stone masonry walls. The closure embankments are present on the downstream side of these walls and are retained adjacent to the spillway by the spillway's abutment walls. A short distance north of the dam on its left side (looking downstream) is an earthen dike.

Fall Kill Dam impounds Fall Kill Creek to create Fall Kill Lake, a body of water which is identified by DEC as an unnamed pond. This pond was originally created for use as a raw water supply source for the Hudson River State Hospital, although it was abandoned for that purpose many years ago and is now reportedly used for recreational purposes only.

The earliest records recovered during the Document Review process date to 1911, where it is noted that the dam was present at the site. In an undated document, it is noted that a stone masonry dam was to be constructed on Fall Kill Creek to provide an "additional water supply." In this same document, it is noted that construction of the dam was substantially completed in November 1892. The dam was to be founded on sound bedrock at depths ranging from 3 to 7 feet below the original ground surface. It is stated that the dam's spillway was to be approximately 70 feet wide and approximately 17 feet high, with abutment walls extending 5 feet above the spillway's crest.

In 1921, extensive repairs were made to the dam which included facing the upstream side of the spillway with concrete, repointing of the dam's stone masonry, and the construction of a valve house. In addition, presumably to increase the reservoir's storage capacity, an earthen dike was constructed to the left of the dam, beginning north of a knoll present at the left end of the dam. Several photographs which were taken during performance of this work were recovered, and include one photograph which shows a concrete core wall within the earthen dike. No design or record information was recovered regarding any of the reconstruction work. Based upon the recovered photographs, however, the structure shown in 1921 appears to be relatively consistent with that currently present at the site. No other modifications or improvements are known to have been made to the dam, although at some point the dam's valve house was demolished.

According to DEC, the dam, consistent with the limited topographic survey performed for this assessment, is 220 feet long and 21 feet high as measured from its crest to its downstream toe. The spillway is identified by DEC as being 71 feet wide, which is relatively consistent with that determined from the field survey of 69.3 feet. Flow over the spillway discharges into Fall Kill Creek. From the limited topographic survey, the earthen dike has an approximate length of 135 feet and a maximum height of approximately 10 feet.

Copies of the historic drawings and documents pertaining to the dam are included in Appendix A. A copy of the limited topographic survey of Fall Kill Dam and the adjacent dike is included in Appendix B.

2.3 Physical Inspection

The physical condition of Fall Kill Dam was inspected on November 11, 2015, by personnel of our office. Weather conditions on the day of inspection were cool and rainy. At the time of inspection, the reservoir level was approximately 3 inches above the spillway crest. A follow up visit was made on December 30, 2015 to inspect the earthen dike.

Appendix C contains a Visual Inspection Checklist completed for the inspection and Appendix D contains photographs that are referenced on the Visual Inspection Checklist.

2.3.1 Earthen Embankments & Dike Section

Inspection of the dam began with its earthen embankments and the walls which retain the upstream side of each embankment. Only a portion of the upstream walls retaining the earthen embankment sections could be inspected due to the level of the reservoir at the time of inspection (approximately 6 feet below the top of the walls).

On the right side of the dam (looking downstream), the wall retaining the embankment was observed to be leaning several degrees from vertical (Photograph No. 5) for approximately 20 lineal feet of its length. Previous DEC inspections of the dam have noted similar conditions. The floor of a former valve house is located on the crest of the right embankment as shown in Photograph No. 2. Grades along the embankment crest were slightly lower than the floor of this former structure and appeared to vary by less than 6 inches in elevation. The inclination of the embankment's downstream slope was visually estimated to be 2.5:1 as shown in Photograph No. 6. Significant quantities of vegetation, including several large diameter trees and woody brush, are present on the embankment, also shown in Photograph No. 6.

On the left side of the spillway, concrete has been placed to cap the vertical stone masonry wall present on the upstream side of the embankment. As shown in Photograph No. 14, blocks of the underlying stone masonry are locally dislodged. . As shown in Photograph No. 21, a section of the wall's concrete surface had been eroded/removed to a depth of approximately one-half (1/2) inch. The crest of the embankment retained by this wall varies in elevation by as much as 18 inches and is lower than the wall at its interface with the original ground, which under periods of elevated reservoir levels could result in flow around the dam. This condition has been previously observed during DEC inspections of the dam. The inclination of the embankment's downstream slope was visually estimated to be 3:1 as shown in Photograph No. 7. Significant quantities of vegetation, including several large diameter trees and woody brush, are present across the embankment, also shown in Photograph No. 7.

As shown in Photograph Nos. 13 and 15, concrete has been placed over each of the spillway's stone masonry abutment/training walls. The depth of this concrete ranges from approximately 1 foot to as much as 6 feet. At several locations, the dam's concrete has been covered with graffiti (Photograph No. 22). As shown in Photograph No. 15, pieces of stone masonry have become dislodged or are missing.

Approximately 135 feet left of the dam is an earthen dike which is separated from the spillway section by a topographic high ("knoll") of natural ground. As seen in Photograph No. 1, a concrete core wall is approximately centered within the earthen dike. At the time of inspection, large portions of the core wall were observed to extend above adjacent embankment grades. The concrete used to construct the core wall appears to be cyclopean (Photograph No. 23) and has experienced moderate amounts of erosion and deterioration (spalling). In several locations, the concrete's aggregate has

become exposed and is loose. Deterioration of the core wall's concrete has been observed during past DEC inspections of the dike.

In general, the dike is covered with numerous trees and woody brush (Photograph No. 3), conditions which have been noted during past DEC inspections. Progressing left to right along the dike, grades along its crest were visually estimated to vary by as much as 18 inches. The crest width varies significantly along its length, from approximately 10 feet to more than 30 feet in some locations. It was visually estimated that the inclination of the dike's upstream slope was approximately 1:2.5 (V: H), although at several locations, apparent erosion of the slope has resulted in local oversteepening of the same. Significant amounts of woody brush and small diameter trees are present along the upstream slope of the dike as shown in Photograph No. 4. Similar conditions are present along the downstream slope of the dike, where moderate amounts of woody brush and trees are present (Photograph No. 8). The inclination of the downstream slope was found to vary considerably along the length of the dike, from approximately 1:20 near its right end to 1:3 along its left half.

Seepage was noted emerging from the downstream toe of the dike at a point approximately 25 feet from the left end of the dike's core wall (Photograph No. 10). The rate of seepage was visually estimated to be on the order of 1 gallon per minute at the time of inspection. Areas of standing water were also present along the downstream toe of the dike, and the source of this water is unclear.

2.3.2 Spillway

The dam's spillway is constructed of stacked stone masonry, approximately 17 feet in height and 69.3 feet in width, as shown in Photograph No. 12. As noted during past DEC inspections of the dam and as shown in Photograph No. 16, apparent leakage through the spillway section was observed along its downstream face. Occasional pieces of deadfall were observed along the spillway crest (Photograph No. 17). Approximately 3 feet of standing water is present at the downstream toe of the spillway, where the possible remnants of a plunge pool are present as shown in Photograph No. 27. Little to no rip rap was observed within the area, and that which was present appeared to be of a size consistent with New York State Department of Transportation "light" stone filling. The downstream channel was observed to be relatively broad, although occasional deadfall was present within the channel (Photograph No. 11).

In general, the stone masonry comprising the spillway and its abutment/training walls was in fair condition. All stone surfaces have experienced slight to moderate amounts of weathering. However, little to no grout was present within any of the joints between pieces of stone masonry. As previously noted, several pieces of masonry were observed to be missing or displaced. Where the stone masonry was capped with concrete, the visible surfaces were generally in good condition, with little to moderate erosion/spalling typically noted. Occasional structural cracking of the concrete was observed, although no horizontal or vertical offsets were noted (Photograph No. 24).

Although several of the concrete construction joints were noted to be open, with gaps as great as one-half (1/2) inch as shown in Photograph No. 26, no loss of ground appeared to be occurring from behind the abutment/training walls of the spillway.

With the exception of the upper part of the concrete facing the upstream side of the spillway, no observations could be made of its condition below the reservoir

2.3.3 Piping & Valves

The remains of the former valve house, shown in Photograph No. 2, is present immediately downstream of the wall facing the upstream side of the right closure embankment. Two (2) large concrete slabs are present over its substructure. A wooden foldout ruler was lowered through a gap between the slabs and encountered soil at a depth of 1 foot beneath the top of the concrete slabs, the origins of which are unknown. Extending from the downstream toe of the right closure embankment to a point approximately 75 feet downstream of the same is a stacked stone masonry wall, which faces the downstream channel. Present just beyond this wall is a 42-inch diameter cast-iron pipe (Photograph No. 18) and a sluice gate (Photograph No. 19). This sluice gate does not appear to be operational, as no means for its control were evident. Slight leakage, estimated to be approximately 1 to 2 gallons per minute, was noted from the top left side of the sluice gate (Photograph No. 21). It has been noted during previous DEC inspections of the dam that this gate was cracked near the top left hand side and leakage had been observed emanating from that point.

3.0 HAZARD CLASSIFICATION

To assess the dam's hazard classification, failure of the dam was simulated and impacts to downstream roadways and structures determined following the guidelines outlined in DEC's DOW TOGS 3.1.5, *"Guidance for Dam Hazard Classification."* Roads and structures which might be impacted by the dam's failure are those present approximately 1,200 feet south of the dam, these being Cream Street and several homes along Cream Street. Beyond this area, no roads or structures are present within the reach of the stream corridor which would be significantly impacted by flows from a breach of the dam.

Cream Street is a low-use Town road that is unclassified according to the NYSDOT functional classification viewer. Section D.4 of TOGS 3.1.5, indicates that an impact to a roadway of this functional classification would result in the dam's hazard classification being Class "A," low hazard.

In order to determine the impact of flows on the downstream homes, three different flow scenarios were evaluated. Two flow scenarios involved failure of the dam, one being failure of the dam under normal flow conditions (termed "sunny day" failure) and the other being failure during the spillway design flood (termed "rainy day" failure). The third scenario evaluated involved determining the impact to the homes under the spillway design flood (SDF) but assuming the dam does not fail. For this scenario and for failure of the dam under the rainy day event, the SDF was determined

assuming a design storm event applicable to the dam's current hazard classification of "B", this storm event being 150% of the 100-year storm for the area. A copy of the HEC-RAS model is contained in Appendix G.

For the rainy day failure scenario, the dam was failed at the peak of the storm event (a worst-case scenario) which, as presented in Section 4.0 of this report, is an event which will result in overtopping of the dam. Accordingly, the parameters used were based upon FERC parameters for an overtopping failure. The parameters selected were practical, but are considered somewhat conservative in order to provide a reasonable worst-case simulation of the dam's failure. The assumption made was that half of the masonry wall retaining the embankment on the left side of the spillway would fail as a result of the dam overtopping and that water would erode the downstream slope of the embankment, leading to complete failure of the dam. A breach width of 40 feet was assumed and that the breach would form fully to the bottom of the earthen embankment (near elevation 200.0 feet). Vertical side slopes to the breach were assumed due to the presence of the masonry wall at the upstream side of the embankment confining flow through the same. A relatively short failure time of 2 hours assumed for development of the full breach. The results of the rainy day failure scenario indicate that the peak outflow from the dam failure is 6,870 cubic feet per second (cfs).

The rainy day without failure scenario was modeled to compare the difference between the peak outflows with and without failure of the dam under this SDF event. The rainy day failure scenario has a peak outflow that occurs 1.5 hours after the peak from the watershed occurs. The flow from the watershed at that time was determined to be 3,670 cfs.

The sunny day failure was performed to model the peak outflow from the dam in the event of its failure under normal pool conditions. As with the rainy day failure model, FERC parameters applicable to a concrete dam were used. An overtopping failure of a section of the spillway was assumed. Of the twelve (12) masonry sections (blocks) present along the spillway, each of which is approximately 5.75 feet long, it was assumed that two of these blocks would fail and that failure would progress block by block to the bottom of the dam. Accordingly a vertical breach width equivalent to two masonry blocks was assumed (11.5 feet). Given that FERC guidelines recommend a range of failure time for a concrete dam from 0.1 to 0.5 hours, a failure time of 0.5 hours was assumed as the dam retains only a relatively modest height of water. The peak outflow from the assumed breach was estimated to be 1,345 cfs.

A HEC-RAS model of the downstream road crossing was prepared to assess the impact of the three flow scenarios on the downstream homes. The HEC-RAS model was run in a "steady" state feature, since there is limited attenuation of flood flows between the dam and Cream Street. The finished floor elevations of the four lowest-lying homes along Cream Street were determined by field survey and found to range from 197.30 for 16 Cream Street to 207.09 for 26 Cream Street.

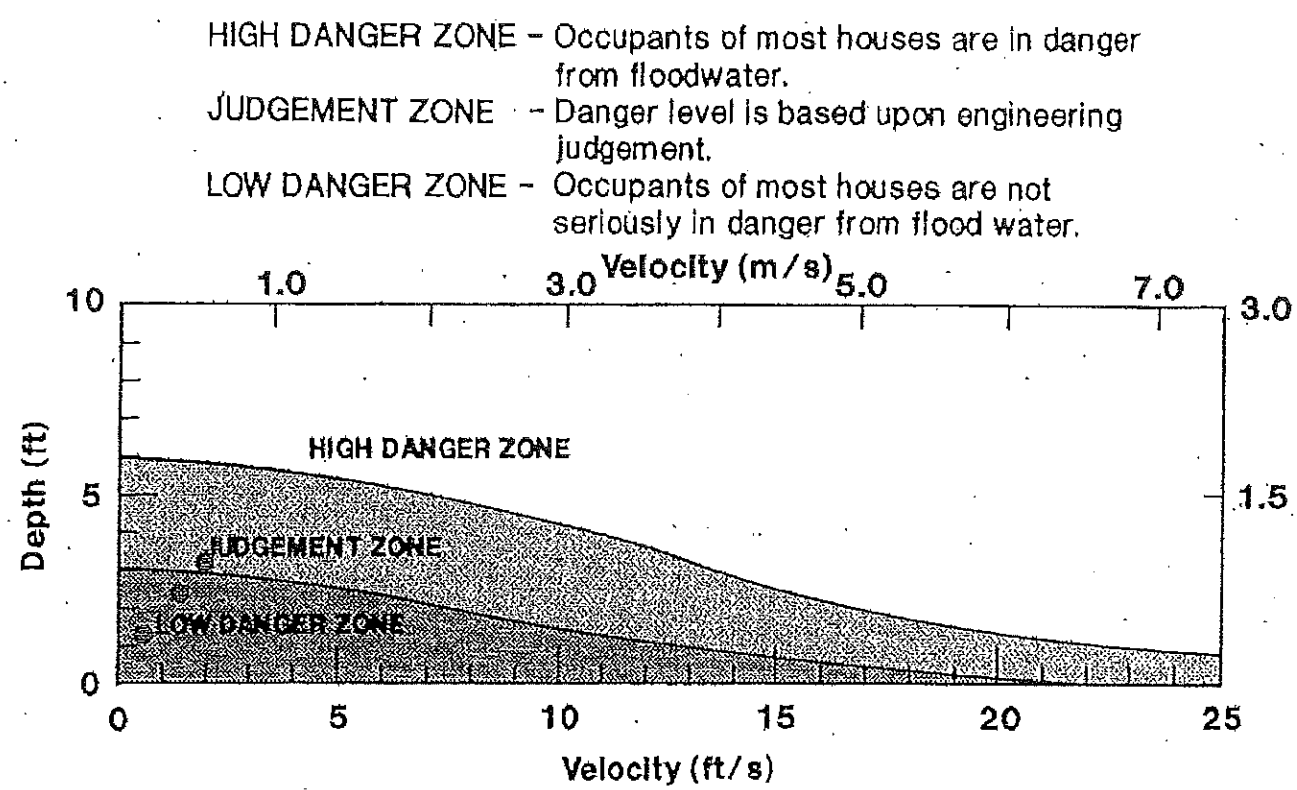
Table 1 below provides a summary of the results of the flow/dam failure modeling under the three flow scenarios.

Table 1
Flow Simulation Results

Address Of Impacted Home	HEC-RAS Station	Finished Floor Elev. (FT.)	Estimated High Water Surface Elevation (FT.)		
			Rainy Day Failure (6,870 cfs)	Rainy Day No Failure (3,670 cfs)	Sunny Day Failure (1,345 cfs)
10 Cream St.	XS 790, STA 780	204.44	201.21	200.11	198.69
14 Cream St.	XS 790, STA 695	203.81	201.21	200.11	198.69
16 Cream St.	XS 505, STA 545	197.30	200.57	199.71	198.52
26 Cream St.	XS 885, STA 170	207.09	202.38	201.64	200.64

Table 1 indicates that under each of the flow scenarios, the only structure that would be impacted is that located at 16 Cream Street, which sits on a long driveway and is located very close to Fall Kill Creek. With the finished floor of this home being only 4 or so feet above the creek bed, the water level would rise under the flow scenarios from 1.22 feet to 3.27 feet above its first floor. Under the rainy day without failure scenario, the water level would be approximately 2.4 feet above the first floor and would rise an additional 0.86 feet if the dam were to fail. The velocity of flooding at 16 Cream Street, per the results of the HEC-RAS modeling, is 0.27 feet per second (fps) for the sunny day failure scenario, 1.33 fps for the rainy day scenario and 2.05 fps for the rainy day failure scenario.

In assessing the significance of the flow/dam failure simulations summarized above, Section D.3 of the DEC's TOGS 3.1.5 was reviewed. The guidance mentioned in TOGS 3.1.5 refers the reader to ACER 11 publication *"Downstream Hazard Classification Guidelines"*. Within this document is Figure 2 entitled *"Depth-Velocity Flood Danger Level Relationship for Houses Built on Foundations"*. This figure is presented on the following page and has superimposed on it the results of the flow/dam break simulations summarized above for the house located at 16 Cream Street. As shown on this figure, the sunny day failure and the rainy day without failure scenarios fall into the "low danger zone" while the rainy day failure scenario falls into the low end of the "judgment zone."



Results of Flow/Dam Break Simulations for 16 Cream Street

Rainy Day with Failure: Velocity of Flow 2.05 fps w/ 3.27' of Water Above FF
Rainy Day, No Failure: Velocity of Flow 1.33 fps w/ 2.41' of Water Above FF
Sunny Day Failure: Velocity of Flow 0.72 fps w/1.22' of Water Above FF

Given that the occupants of 16 Cream Street would likely be evacuated as the creek levels would encroach upon the first floor level of their residence during a SDF event, their lives would likely not be in danger in the event of a dam failure. Accordingly, a hazard classification of "B" is still considered appropriate for Fall Kill Dam. This classification, by definition, is a *dam in which failure may result in damage to isolated homes, main highways, and minor railroads; may result in the interruption of important utilities... and/or is otherwise likely to pose the threat of personal injury and/or substantial economic loss or substantial environmental damage. Loss of human life is not expected.*

4.0 HYDROLOGIC & HYDRAULIC ASSESSMENT

4.1 Design Rainfall Analysis

With its intermediate hazard classification, the spillway design flood for Fall Kill Dam is 150% of the 100-year storm. The 100-year storm for the watershed is a Type III distribution and, from the Northeast Regional Climate Center, the storm equates to 8.29 inches of rainfall in 24-hours (See Appendix E).

4.2 Watershed Analysis

Delineation of the watershed tributary to Fall Kill Dam was performed using topographic information shown on the "Poughkeepsie, Hyde Park and Salt Point" USGS 7.5-minute quadrangle maps (Refer to Figure 1, Watershed Delineation Map). The total watershed area draining to the dam is relatively large and was computed to be 8,318 acres (13.3 square miles). The watershed was broken down into nineteen sub-areas, chosen to represent different stream segments that feed Fall Kill Creek. The modeling also took into account eight impoundments occurring upstream of the dam, the majority of which were small lakes or ponds, or low areas with impoundment potential formed by road crossings. Information on the outlet works of these impoundments was obtained from a combination of topographic survey and Google Earth. The reaches shown in HydroCAD and on Figure 1 are provided in HydroCAD to route flows in the model and to connect different portions of the watershed with each other.

Appendix F contains detailed soil data obtained from the USDA's Web Soil Survey. Soils with a dual rating (such as A/D) represent drained versus undrained conditions. For the purpose of developing a conservative watershed model for the SDF analysis, soils with a dual rating were considered as being Group "D", undrained. Land cover within the watershed varies and is based upon aerial imagery.

Appendix H, HydroCAD Modeling Reports, contains specific information related to each sub-watershed, including land use breakdown, curve number calculations and time of concentration calculations. The time of concentration paths are shown on Figure 1. Runoff from the watershed was evaluated using HydroCAD for the 100-year storm event. The basic runoff computation methodology employed by HydroCAD is *Technical Release 20* (*TR-20*) developed by the USDA Soil Conservation Service.

4.3 Spillway Capacity Analysis

As the basis for assessing the dam's spillway capacity and whether the dam would be overtopped during the spillway design flood (SDF), a limited topographic survey of Fall Kill Dam was performed. From this survey, it was determined that the spillway has an average crest elevation of 210.93 feet, a width of 69.3 feet, and a breadth of 25 feet. The stone masonry wall on the right side of the spillway has an average crest elevation of 215.05 feet and a length of 74 feet while the stone masonry wall to the left of the spillway has an average crest elevation of 216.13 feet and a length of 80 feet. The low points at the ends of the dam were not modeled as being present as it is recommended in Section 9.0 of this report that they be infilled to establish a uniform crest elevation. Also included in the HydroCAD models are the presence of the dike located a short distance upstream of the dam. Of the two HydroCAD models, one included the profile of the dike as it presently exists and one assumed that fill would be placed across the dike to a level which would prevent flow over the same. Per the topographic survey of the dike its existing condition was modeled with a length of 135 feet long and a crest elevation varying between 212.78 and 213.75 feet.

The 100-year storm event was simulated over the watershed and, consistent with Section 5.2 of DEC's publication *"Guidelines for Design of Dams"*, flow from the watershed was increased by 1.5 times before being routed over the spillway (per Link 1 in the HydroCAD model). The peak inflow into the impoundment during the 150% of the 100-year storm event was determined to be 4,114 cubic feet per second (cfs), occurring at hour 20.65 of the 24-hour design storm event. The peak outflow over the dam was determined to be 4,063 cfs, with a peak water surface elevation of 217.42 feet, occurring at hour 21.15. The peak water surface elevation simulated during the spillway design flood is 1.29 feet over the left (highest) side of the spillway assuming the dike has been infilled to prevent flow over the same. Hence the current requirement of Section 5.3 of DEC's publication *"Guidelines for Design of Dams"* that the spillways of dams have adequate spillway capacity to pass the design flood without overtopping is not met.

With the dike left in its current condition and flow allowed to occur over it, the peak water surface is elevation 217.19 feet. The left side of the dam would still be overtopped by 1.06 feet, indicating that the dike provides little benefit to the spillway capacity during the spillway design flood.

4.4 Storage Evacuation Calculations

DEC's current publication *"Guidelines for Design of Dams"* contains specific time requirements for lowering of the water level behind dams. Each requirement is identified below and the results of the evacuation calculations presented in Appendix I.

4.4.1 Spillway Evacuation

Section 6.3.2 of DEC's *"Guidelines for Design of Dams"* requires that for a single spillway, assuming no inflow, the spillway should have sufficient capacity to evacuate the storage between the maximum design high water and the spillway crest within 48 hours. The calculations indicate that the spillway is capable of discharging the storage between the maximum high water (217.42 feet) and the spillway crest (210.93 feet) in 1.9 hours, assuming no inflow. Accordingly, this evacuation criterion is met.

4.4.2 Low-Level Drain

Section 7.1 of DEC's *"Guidelines for Design of Dams"* requires that the low-level drain(s) have sufficient capacity to discharge 90 percent of the storage below the spillway crest within 14 days, assuming no inflow into the reservoir. The survey of the dam and past mapping indicates the presence of a 42-inch cast-iron drain which was assumed to be the dam's low-level drain. The 42-inch drain is approximately 100 feet long, with a downstream invert of 195.66 feet. For the purpose of modeling, it is assumed that the drain is flat. There is limited historical information regarding the depth of the reservoir, however, the Emergency Action Plan, prepared by Dutchess County, mentions that the reservoir at its deepest section is 20 feet and the depth near the edge of the reservoir is 2 feet. The storage of water below the normal pool was estimated based upon this information.

In order to drain 90 percent of the reservoir's storage, the water level would need to lower to elevation 201.75' (where the storage is 21 acre-feet). The calculations presented in Appendix I indicate that after 15 hours, the reservoir's level drops to elevation 201.75, hence, the low-level drain criterion of Section 7.1 of the DEC guidelines is met provided the drain is made functional.

5.0 SUBSURFACE INVESTIGATION PROGRAM

During the document review process, no information was recovered indicating that any subsurface investigation programs had been previously performed at the dam. However, it was noted in an undated document recovered during the document review process that the dam was to be founded upon sound bedrock which was present at depths ranging from 3 to 7 feet below the original ground surface. The overburden conditions present above bedrock are described as being "alternate strata of clay, gravel and boulders" [*sic*]. Due to the relatively limited size of the dam's embankments and access restrictions to the dike, no subsurface investigation was performed for this Engineering Assessment.

6.0 SUBSURFACE CONDITIONS

6.1 Embankment & Foundation Soils

No information was recovered regarding construction of the dam's earthen embankments or dike section. However, it is likely that they were to be constructed from locally available borrow materials. As such, the United States Department of Agriculture's (USDA) Web Soil Survey was consulted to determine the composition of the soils in close proximity to the dam. The USDA mapping indicates that these soils are composed of "loam", generally present to depths in excess of 6 feet below the ground surface. In several of the soil unit descriptions, it was noted that glacial till ("densic material") or bedrock was present at depths as shallow as 2 to 3 feet below the ground surface. Soils used to construct the embankment were therefore assumed to be composed of locally excavated and recompacted glacial till. As the dam was noted to be founded upon bedrock, it was assumed that bedrock was present beneath the spillway ("foundation soils"). However, it was assumed that glacial till was present beneath the dike's embankment.

6.2 Groundwater

For the purposes of this analysis, it has been assumed that the core wall present in the dike has no effect in lowering the line of seepage through its embankment. As such, the line of seepage through the embankment has been estimated using the methods outlined by L. Casagrande.

6.3 Soil Properties

Soil properties utilized in analyzing the stability of earthen embankments were estimated based upon past experience with similar soils. For the purposes of this

analysis, it has been assumed that the soils possess only a frictional component of strength.

The soil properties utilized in this analysis are summarized in Table 2.

Table 2
Assumed Soil Strength Properties

Soil Layer	Internal Angle of Friction, ϕ (°)	Undrained Shear Strength, s_u (psf)
Embankment Soils	32	0
Foundation Soils (Dike)	32	0

7.0 STABILITY ANALYSIS

7.1 Embankment Stability

The stability of the embankment's downstream slopes was analyzed following procedures identified in the DEC publication *"Guidelines for Design of Dams"*. These guidelines reference the use of methods of analyses outlined in the Corps' publication *"EM 1110-2-1902, Slope Stability"*. Of the seven (7) load cases listed in this publication, only four (4) were deemed applicable for analysis of the dike and three (3) for the dam's earthen closure embankments. A description of each of these loading conditions, the slopes analyzed, and the minimum factors of safety recommended by the Corps for each load case are listed in Table 3.

Table 3
Required Factors of Safety

Case No.	Loading Condition	Pool Elev.	Slope Requiring Analysis	Required Factor of Safety
II	Long-Term with Steady Seepage	211.0′	Downstream	1.5
III	Maximum Surcharge Pool	217.42′	Downstream	1.4
IV	Rapid Drawdown	200.0′	Upstream	1.3
VII	Earthquake - Case II with Seismic Loading	As Noted Above	Upstream & Downstream	1.0

The stability of the embankments was analyzed using the computer program GeoStudio 2012, produced by GEO-SLOPE International, Ltd. Each of the load cases presented in Table 3 was analyzed for the dam's closure and dike's embankments along a cross-section where the inclination of the earthen embankments was visually estimated to be the greatest. As stacked stone masonry with a near vertical inclination retains the

upstream side of the closure embankments, no analysis was performed for load cases affecting the upstream slopes.

For the purposes of this analysis, it was assumed that long-term ("drained") strength parameters were applicable. The line of seepage through the embankments has been estimated using the methods outlined by L. Casagrande. Although a concrete core wall is present within the dike, its concrete is cracked and highly deteriorated. In addition, seepage was observed emerging along the downstream toe of the dike section. Based upon these observations, it was assumed that the core wall has no effect on lowering the line of seepage through the dike's embankment.

The stability of the embankments was analyzed for Load Case VII under the maximum design earthquake (MDE), as defined in the Corps publication ER 1110-2-1806, *"Earthquake Design and Evaluation for Civil Works Projects"*. The MDE for a Class "B – Moderate Hazard" structure has been estimated as a seismic event with a 5-percent chance of exceedence in 50 years, or a return period of 1,000 years. From the USGS Interactive Hazard Deaggregation website, this event would produce a 0.20-second spectral acceleration of 0.106g at the bedrock surface. Using methods set forth in the Building Code of New York State which utilizes this bedrock surface acceleration and the Site Class applicable to the embankment's subsurface conditions (Site Class C), the approximate peak ground acceleration for the MDE event was estimated to equal 0.034g. A copy of the Interactive Hazard Deaggregation Graph is included in Appendix J along with calculations supporting the determination of the peak ground acceleration in accordance with the methods outlined in the Building Code.

7.2 Spillway Stability

The stability of the dam's spillway section was performed in accordance with the procedures presented in DEC's publication *"Guidelines for Design of Dams"*. The following four (4) load cases were analyzed for sliding and overturning stability of the structure:

- **Load Case I** – Normal Loading Condition – Water Surface at Normal Pool Level, Elevation 211.0 feet.
- **Load Case II** – Normal Loading Condition - Water Surface at Normal Pool Level plus Ice Load of 5,000 pounds per lineal foot (plf).
- **Load Case III** - Design Loading Condition - Water Surface at Spillway Design Flood Level, Elevation 216.43 feet.
- **Load Case IV** - Seismic Loading Condition - Normal Loading Condition with Water Surface at Normal Pool Level plus Pseudo-Static Earthquake Loading.

Elevations of the spillway section utilized in the analysis were based upon the limited topographic survey performed of the dam. Dimensions shown on the recovered historic field sketch appeared to be relatively consistent with those physically measured during the Initial Safety Inspection and, as such, were utilized in the stability analyses.

8.0 STABILITY RESULTS

8.1 Embankment Stability

The stability analyses were conducted along sections through the embankment and dikes where the inclination of the slopes was at its greatest. Using the soil properties and strength parameters previously discussed, the minimum calculated factors of safety under each loading condition are shown in Table 4 and Table 5. As the hydrologic and hydraulic analysis of the dam and its current spillway under the spillway design flood indicate that the dam will overtop, Load Case III was analyzed assuming that the embankment's crest would be armored to prevent its erosion during the short period it is overtopped during the spillway design flood. Computer generated output from GeoStudio is included in Appendix K.

Table 4
Computed Factors of Safety for Closure Embankment Slope Stability

Case No.	Loading Condition	Slope Analyzed	Calculated Factors of Safety	Min. Req. Factor of Safety
II	Long-Term with Steady Seepage	Downstream	1.70	1.5
III	Maximum Surcharge Pool	Downstream	1.70	1.4
VII	Earthquake - Load Case II with Seismic Loading	Downstream	1.87	1.0

Table 5
Computed Factors of Safety for Dike Slope Stability

Case No.	Loading Condition	Slope Analyzed	Calculated Factors of Safety	Min. Req. Factor of Safety
II	Long-Term with Steady Seepage	Downstream	1.57	1.5
III	Maximum Surcharge Pool	Downstream	1.41	1.4
IV	Rapid Drawdown	Upstream	0.96	1.3
VII	Earthquake - Load Case II with Seismic Loading	Upstream & Downstream	0.86 & 1.76	1.0

8.2 Spillway Stability

Table 6 on the following page presents a summary of the spillway's computed factors of safety against sliding along a horizontal plane taken through its downstream toe, or elevation 195.75 feet. Although it was noted in recovered documents that the dam was

to be founded upon sound bedrock, for the purposes of this analysis it was assumed that the dam was constructed upon the original ground surface and was not keyed into the underlying soils. As noted during performance of the Initial Safety Inspection, little to no grout is present in any of the dam's masonry joints. However, it is noted that during the 1921 reconstruction work performed on the dam that the upstream face of the spillway was surfaced with concrete. Based upon the presence of this concrete facing, it has been assumed that the spillway will behave monolithically and is not able to experience sliding failure at each joint. Appendix L contains the calculations supporting the results of the stability calculations summarized below in Table 6.

Table 6
Computed Factors of Safety

Load Case	Load Case Description	Friction Factor of Safety		Location of Resultant Force
		Calculated	Required	
I	Normal Loading Condition - Water Surface at Normal Pool Level	1.82	1.50	Middle Third
II	Normal Loading Condition - Water Surface at Normal Pool Level plus Ice Load of 5,000 plf	1.09	1.25	Middle Half
III	Design Loading Condition - Water Surface at Spillway Design Flood Level	1.03	1.25	Middle Half
IV	Seismic Loading Condition - Normal Loading Condition w/ Water Surface at Normal Pool Level plus Pseudo-Static Earthquake Loading	1.37	1.00	Within Base

As shown in Table 6, only Load Cases I and IV have safety factors against sliding in excess of the minimum required values. Under both Load Cases II and III, the dam's spillway section does not meet the required factors of safety.

9.0 CONCLUSIONS & RECOMMENDATIONS

Documentation reviewed for the dam included several historic documents, past inspection reports compiled by DEC, and the dam's EAP prepared in March 2012. Based upon our review of this information and a Safety Inspection performed of the dam, it is our opinion that while the dam does not possess a rating of "unsafe" or "unsound", it does not meet all of DEC's dam safety criteria. The following subsections summarize the conditions requiring correction or further investigation and a schedule recommended for addressing the same should it be desired to maintain the dam in service rather than breaching it.

9.1 Stability Analysis

Structural stability calculations performed of the dam's spillway section determined that under Load Cases II and III, Ice Loading and Spillway Design Flood Conditions, respectively, the section does not meet the required minimum factors of safety against sliding. As such, it will be necessary to increase the spillway's resistance to sliding through the installation of drilled rock anchors. From preliminary calculations, it has been estimated that a minimum of three (3) rock anchors will be required to achieve the required factors of safety.

So as to prevent erosion of the dam's closure embankments during the short time the dam will be overtopped under the SDF event, their surface will need to be armored such as by the installation of articulated concrete blocks. At the earthen dike, its core wall should be extended to prevent its overtopping during the SDF event. Extension of the core wall will require removal of its upper deteriorated portion and capping of the remaining "sound" concrete with reinforced concrete. The mass of the new concrete cap and its connection to the core wall to remain will need to be carefully designed to be stable should the upstream slopes of the dike slough under Load Cases IV or VII (See Table 5). With such a design, modifications to the dike's upstream slope should not be necessary.

9.2 Spillway

Several pieces of the dam's stacked stone masonry were observed to be dislodged or missing. The absence or displacement of this masonry may lead to loss of support for the overlying courses and could potentially result in failure of the walls retaining the closure embankments. As such, it is recommended that any displaced or missing masonry be restored to their original location and the walls be repointed.

Apparent leakage through the dam's spillway section has been observed occurring through the joints between the dam's stacked stone masonry. This leakage extends from the first joint below the spillway crest to a point approximately halfway down the spillway's height. Along the interface of the stacked stone masonry and its concrete facing, grout should be injected under a low pressure to mitigate the seepage and joints on the downstream face of the spillway repointed.

Occasional pieces of deadfall are present along the crest of the spillway section. Its presence may serve as an impediment to flows over the spillway, and as such, it should be removed when present.

The concrete capping placed over the top of the spillway abutment/training walls was observed to be in relatively good condition. Occasional structural cracks were observed of the concrete, although at the time of inspection, the cracks were relatively tight with no loss of ground or differential movement having occurred. These cracks should be monitored during future inspections of the dam and if loss of ground observed, the cracks should be filled through the injection of a cement or epoxy grout.

9.3 Pipes & Gates

A valve house was formerly present on the crest of the right downstream embankment. The superstructure for this building is believed to have been demolished many years ago, although two (2) concrete slabs present are believed to cover the former structure's substructure. A wooden fold-out ruler was used to probe the area beneath the slabs and encountered soil at a depth of approximately one (1) foot below the top of slab. As no information was recovered regarding the valve house, it is unclear as to what was located within the same and what work, if any, was done at the time of the superstructure's demolition. It is recommended that the slabs be temporarily moved to allow for inspection and observation of the former valve house's substructure.

A 42-inch diameter cast-iron pipe discharges into Fall Kill creek at a point approximately 100 feet downstream of the former valve house. The purpose of this pipe is unknown, although it is suspected to be the low-level drain for the reservoir. The pipe's sluice gate should be restored to a working condition or replaced to allow for drawdown/evacuation of the reservoir. The condition of the pipe itself as well as the head/entrance conditions at its upstream end should be investigated to ascertain it is structurally sound and capable of conveying flows through it.

9.4 Embankment

Portions of the wall retaining the right closure embankment were observed to be leaning from vertical by several degrees towards the reservoir. Over time, this condition may continue to deteriorate, particularly after repeated exposure to freeze-thaw cycles. It is recommended that the wall be restored to a near vertical condition by temporary excavation of the wall's backfill to allow for restoration of the stone masonry to its original location and inclination. Once this is complete, the joints should be repointed.

Numerous large diameter trees and tree stumps present across the dike and the dam's closure embankments should be removed. Fill should be placed on the closure embankments to establish a uniform crest elevation and the surface of the embankments armored to prevent erosion during overtopping of the dam. The dike's concrete core wall should be extended and its downstream slope vegetated to inhibit its erosion. This slope should be maintained in a groomed condition to facilitate its visual inspection for signs of seepage, erosion, animal burrows, and slope instability. Field grass and weeds may remain in place but should be mowed and/or weed-whacked on a regular basis. Any brush which is present should be removed. The growth should be maintained to a height on the order of three (3) inches or less. Where barren soil is exposed by this work, it should be seeded and mulched to promote establishment of a vegetative cover.

No animal burrows were observed at the time of inspection. In the event that they are observed during future inspections, rodents and animal burrows/nests should be dealt with as follows. Two acceptable repair techniques for rodent holes are mud-packing and excavation/backfilling. Mud-packing is an appropriate technique for use between

construction cycles and can be accomplished by maintenance staff as ordinary maintenance of the dam. Mud-packing involves placing one or two lengths of metal stove or vent pipe vertically over the entrance of the den with a tight seal between the pipe and den. A mud-pack mixture should then be poured into the pipe until the burrow and pipe are filled with the earth-water mixture. The pipe should then be removed and additional dry earth tamped into the entrance. The mud-pack mixture should be made by adding water to a 90 percent earth and 10 percent cement mixture until a slurry of thin cement-like material is attained. All entrances should be plugged with well-compacted earth and vegetation re-established. Where large burrows or extensive rodent tunneling resumes, the damaged areas should be excavated down to competent soil and repaired as previously described. Once repairs are completed, the area should be reseeded or resurfaced with rip rap.

9.5 Concrete Core Wall

The dike's concrete core wall was observed to be in poor to fair condition, with moderate to significant deterioration noted of that portion of the core wall which was exposed. As the crest of the dike is to be elevated to prevent overtopping under the spillway design flood event, it is recommended that the core wall also be extended as previously recommended in Section 9.1

9.6 Recommended Schedule of Work

Each of the above described deficiencies should be corrected in order to bring the dam into total compliance with DEC regulations. Rudimentary remedial actions such as the capture and relocation of animals burrowing into the dam do not require a permit and can be performed by maintenance personnel without incurring significant costs.

Other remedial work required to bring the dam into regulatory compliance carries with it the preparation of plans and specifications for addressing the same. Adequate time for the review of the plans and specifications and for permitting of the work by DEC and other regulatory agencies must be provided as well as for Dutchess County to be provided a budget estimate for the remedial work and to make funds available for its completion. With these considerations and our opinion that the dam does not have a Condition Rating of "unsafe" or "unsound", the schedule shown in Table 7 on the following page is recommended to address the deficiencies.

Table 7
Schedule for Addressing Deficiencies

Work Item	Schedule
Preparation of Specifications and Procedures for Remedial Work	2017
Submit Project Specifications & Procedures to DEC – Allow 3 months for review	2017
Advertise & Award Remedial Work Contract	2018
Completion of Work	2019

10.0 CLOSURE

This Engineering Assessment of Fall Kill Dam has been based upon the results of an Initial Safety Inspection, embankment slope and structural stability analyses, and hydraulic and hydrologic analyses. Several deficiencies have been identified which prevent it from being in compliance with DEC regulations. Recommendations and a proposed schedule for implementing the same have been provided in this Engineering Assessment.

Respectfully Submitted,

C.T. MALE ASSOCIATES

Richard C. Wakeman, P.E.
Vice President – Civil Engineering

Public Works and Capital Projects Roll Call

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

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

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016282 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016282 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS

Date: December 8 , 2016

Public Works & Capital Projects

RESOLUTION NO. 2016283

RE: AUTHORIZATION TO ACQUIRE TWO PERMANENT EASEMENTS FOR DRAINAGE PURPOSES FROM R.J.A. HLD, INC., IN CONNECTION WITH THE ALL ANGELS HILL HEIGHTS SUBDIVISION LOCATED AT ALL ANGELS HILL ROAD (CR 94) IN THE TOWN OF WAPPINGER

Legislators PULVER and BOLNER offer the following and move its adoption:

WHEREAS, the Department of Public Works has made a determination that in order to maintain, repair and perform inspections, on an as needed basis, of the drainage system located in the "All Angels Hill Subdivision" in the Town of Wappinger, Dutchess County, it is necessary to acquire two permanent easements on portions of real property, as follows: (a) a .26 acre parcel located on New Hackensack Road (CR 104) and (b) a .055 acre parcel located on All Angels Hill Road (CR 94) both described as Parcel Identification Number 135689-6259-03-410112-0000, as shown on the attached "Map of Proposed Drainage Easement", and presently owned by R.J.A. HLD., Inc.; and

WHEREAS, the two permanent easements are also necessary to convey storm water discharge from the County highway system through and across the property located in the "All Angels Hill Subdivision" in the Town of Wappinger, and

WHEREAS, the property owner has indicated that it would like to donate the said two permanent easements, and

WHEREAS, the two proposed Grants of Permanent Easement for Drainage Purposes, between the County and the property owner are annexed hereto, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to authorize the County Executive to execute the Grants of Permanent Easement for Drainage Purposes as well as any other necessary documents to finalize the two permanent easements, and NOW, therefore, be it

RESOLVED, that the County Executive or his designee is authorized to execute the Grants of Permanent Easement for Drainage Purposes in substantially the same form as annexed hereto along with any other necessary documents in connection with the permanent easements.

CA-178-16
CAB/kvh/R-0967
11/14/16
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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:

AUTHORIZATION TO ACQUIRE BY WAY OF DONATION, TWO PERMANENT EASEMENTS FOR DRAINAGE PURPOSES, FROM R.J.A. HLD., INC., TOWN OF WAPPINGER, DUTCHESS COUNTY, NEW YORK

Prepared by: Matthew W. Davis 2929

DuLpdf

GRANT OF PERMANENT EASEMENT FOR DRAINAGE PURPOSES

THIS INDENTURE, made the _____ day of October, 2016, between

R.J.A. HLD., INC.,
having an address of
51 Myers Corners Road, Wappingers Falls, New York 12590
(hereinafter referred to as "GRANTOR"),

and

COUNTY of DUTCHESS
with offices located at 626 Dutchess Turnpike, Poughkeepsie, New York 12603
(hereinafter referred to as or "GRANTEE").

WITNESSETH:

WHEREAS, the GRANTOR is the owner of the lands herein described and has been granted conditional final subdivision approval by the Town of Wappinger Planning Board by Resolution dated _____, for a subdivision plat entitled "All Angels Heights Subdivision", which plat is intended to be filed to be filed in the Dutchess County Clerk's Office simultaneously with the recording of this instrument, as Filed Map No. _____. Grantor consents that the filed map number assigned to the Plat be inserted above at the time of recording.

NOW, THEREFORE, in consideration of the sum of TEN ($10.00) DOLLARS, lawful money of the United States, actual consideration, receipt of which is hereby waived and in the further consideration of the promises set forth below, the GRANTOR hereby grants and releases unto the GRANTEE a PERMANENT EASEMENT and RIGHT-OF-WAY, for the following uses and purposes upon the following terms and conditions:

1. GRANT OF PERMANENT EASEMENT AND RIGHT-OF-WAY. The GRANTOR grants unto the GRANTEE a PERMANENT EASEMENT and RIGHT-OF-WAY in, on, under and through certain portions of the GRANTOR'S parcel hereinafter described and called the PERMANENT EASEMENT AREA, for the purposes of entering upon, operating, clearing, cleaning, maintaining, repairing, altering, expanding, replacing and inspecting a drainage system, including lines, pipes, culverts, catch basins, ditches and appurtenances, or a combination thereof, for the purpose of conveying, diverting and discharging storm water runoff in, on, over, under, across and through the PERMANENT EASEMENT AREA. The PERMANENT EASEMENT AREA herein is more particularly described on Schedule "A", respectively, attached hereto and made a part hereof.

2. ACCESS. This GRANT of PERMANENT EASEMENT AREA shall include, but is not limited to, the following appurtenant rights necessary to effectuate the maintenance of the aforementioned water pipes, lines, ditches and appurtenances:

(a) the right of ingress and egress by person(s), motor vehicle and construction equipment necessary to maintain, repair, reconstruct, replace and inspect the water pipes, lines and appurtenances as GRANTEE may deem necessary or desirable; and

(b) the right to clear, excavate, fill, grade, or cultivate the PERMANENT EASEMENT AREA and/or otherwise improve the same for the purposes herein set forth.

3. PROHIBITION OF STRUCTURES. The GRANTOR is hereby prohibited from constructing and/or maintaining any type of permanent structure including underground pipes and conduits in, on, under or over the PERMANENT EASEMENT AREA without written permission of GRANTEE.

4. RESTORATION. All areas disturbed by the exercise of the rights conferred herein shall be restored, as reasonably as practicable, to the condition that existed prior to the disturbance.

5. DURATION. The PERMANENT EASEMENT and RIGHT-OF-WAY, together with the terms, covenants and agreements herein contained shall be binding upon the parties hereto, their successors, assigns, heirs, distributees and legal representatives, and **ALL COVENANTS HEREIN SHALL RUN WITH THE LAND AFFECTED HEREBY AND SHALL BE PERPETUAL IN DURATION.**

IN WITNESS WHEREOF, the GRANTOR has executed this instrument as of the date first set forth above.

R.J.A. HLD., INC., Grantor

By: _____
Robert Macho, President

COUNTY OF DUTCHESS, Grantee

By: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.

On _____ 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Macho personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.

On _____ 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

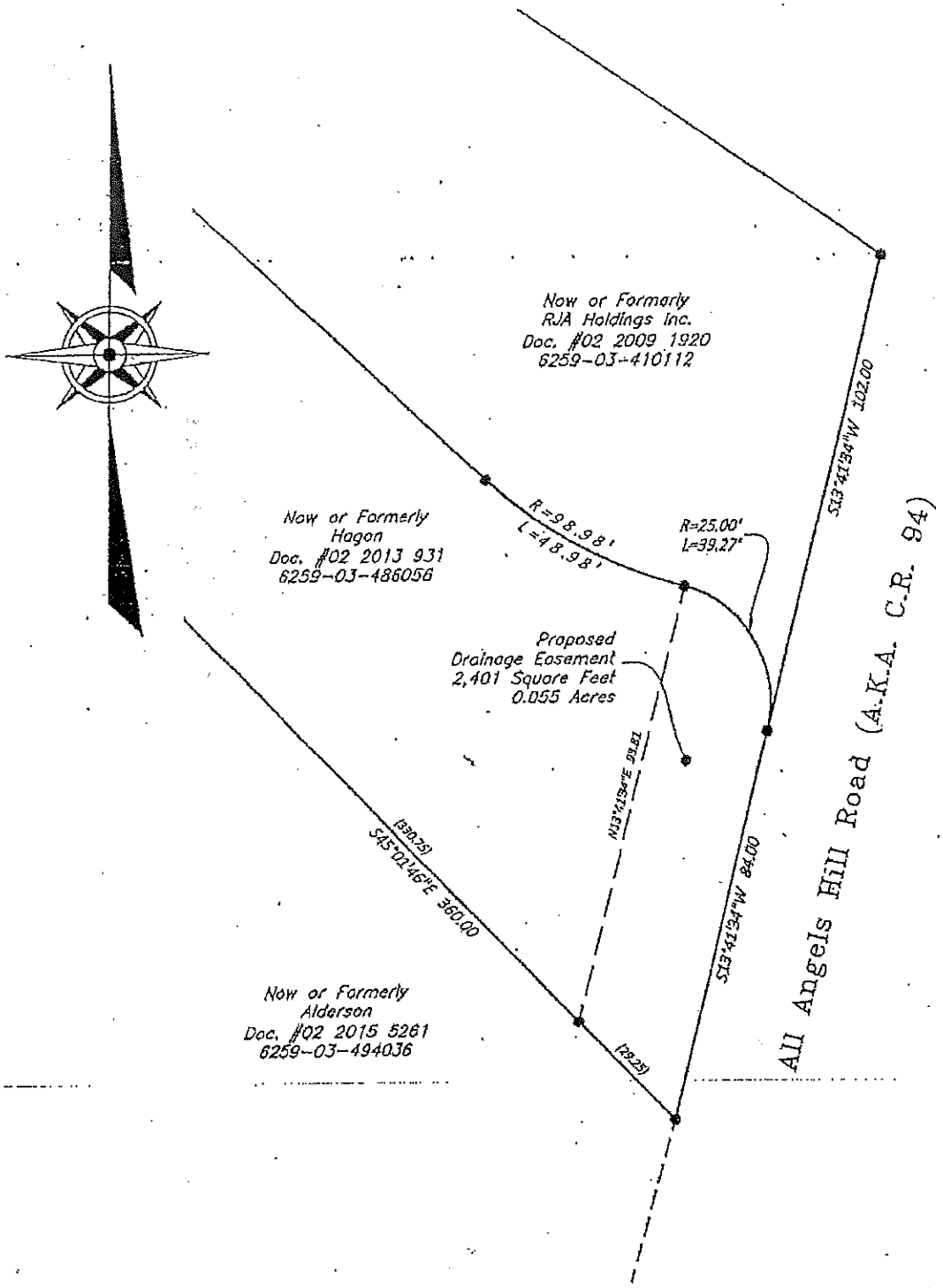
Record & Return:

Drainage Easement

All that certain plot, piece or parcel of land situate, lying and being in the Town of Wappinger, County of Dutchess, State of New York, said easement also shown on a map entitled All Angels Heights Subdivision as filed in the Dutchess County Clerk's Office as Filed Map _____ being bounded and described as follows:

Beginning at a Pont located on the westerly line of All Angels Road (AKA CR 94), said point also being the southeast corner of the lands, now or formerly, of Hagon (Doc. 02 2013 931); thence along the lands of said Hagon North 45°01'46" West a distance of 29.25 feet to a point; thence through said Hagon North 13°41'34" East a distance of 93.81 feet to a point located on the southerly line of Tadasana Court as shown on the aformentioned filed map; thence along Tadasana Court along a curve to the right having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing South 31°18'29" East a distance of 35.36 feet to a point located on the westerly line of All Angels Road; thence along said line South 13°41'34" West a distance of 84.00 feet to a point to the Point of Beginning

Containing 2,401 sq. ft. or 0.055 acres of land.



TEC | LAND SURVEYING
156 TIORONDA AVE. BEACON, NY 12508
PH: 845.445.6590 FX: 845.445.6591

ALL ANGELS HEIGHTS

MAP OF PROPOSED
DRAINAGE EASEMENT
ALL ANGELS HEIGHTS

TOWN OF WAPPINGER, COUNTY OF DUTCHESS, STATE OF NEW YORK

GRANT OF PERMANENT EASEMENT FOR DRAINAGE PURPOSES

THIS INDENTURE, made the _____ day of October, 2016, between

R.J.A. HLD., INC.,
having an address of
51 Myers Corners Road, Wappingers Falls, New York 12590
(hereinafter referred to as "GRANTOR"),

and

COUNTY of DUTCHESS
with offices located at 626 Dutchess Turnpike, Poughkeepsie, New York 12603
(hereinafter referred to as or "GRANTEE").

WITNESSETH:

WHEREAS, the GRANTOR is the owner of the lands herein described and has been granted conditional final subdivision approval by the Town of Wappinger Planning Board by Resolution dated _____, for a subdivision plat entitled "All Angels Heights Subdivision", which plat is intended to be filed to be filed in the Dutchess County Clerk's Office simultaneously with the recording of this instrument, as Filed Map No. _____. Grantor consents that the filed map number assigned to the Plat be inserted above at the time of recording.

NOW, THEREFORE, in consideration of the sum of TEN ($10.00) DOLLARS, lawful money of the United States, actual consideration, receipt of which is hereby waived and in the further consideration of the promises set forth below, the GRANTOR hereby grants and releases unto the GRANTEE a PERMANENT EASEMENT and RIGHT-OF-WAY, for the following uses and purposes upon the following terms and conditions:

1. GRANT OF PERMANENT EASEMENT AND RIGHT-OF-WAY. The GRANTOR grants unto the GRANTEE a PERMANENT EASEMENT and RIGHT-OF-WAY in, on, under and through certain portions of the GRANTOR'S parcel hereinafter described and called the PERMANENT EASEMENT AREA, for the purposes of entering upon operating, clearing, cleaning, maintaining, repairing, altering, expanding, replacing and inspecting a drainage system, including lines, pipes, culverts, catch basins, ditches and appurtenances, or a combination thereof, for the purpose of conveying, diverting and discharging storm water runoff in, on, over, under, across and through the PERMANENT EASEMENT AREA. The PERMANENT EASEMENT AREA herein is more particularly described on Schedule "A", respectively, attached hereto and made a part hereof.

2. ACCESS. This GRANT of PERMANENT EASEMENT AREA shall include, but is not limited to, the following appurtenant rights necessary to effectuate the maintenance of the aforementioned water pipes, lines, ditches and appurtenances:

(a) the right of ingress and egress by person(s), motor vehicle and construction equipment necessary to maintain, repair, reconstruct, replace and inspect the water pipes, lines and appurtenances as GRANTEE may deem necessary or desirable; and

(b) the right to clear, excavate, fill, grade, or cultivate the PERMANENT EASEMENT AREA and/or otherwise improve the same for the purposes herein set forth.

3. PROHIBITION OF STRUCTURES. The GRANTOR is hereby prohibited from constructing and/or maintaining any type of permanent structure including underground pipes and conduits in, on, under or over the PERMANENT EASEMENT AREA without written permission of GRANTEE.

4. RESTORATION. All areas disturbed by the exercise of the rights conferred herein shall be restored, as reasonably as practicable, to the condition that existed prior to the disturbance.

5. DURATION. The PERMANENT EASEMENT and RIGHT-OF-WAY, together with the terms, covenants and agreements herein contained shall be binding upon the parties hereto, their successors, assigns, heirs, distributees and legal representatives, and **ALL COVENANTS HEREIN SHALL RUN WITH THE LAND AFFECTED HEREBY AND SHALL BE PERPETUAL IN DURATION.**

IN WITNESS WHEREOF, the GRANTOR has executed this instrument as of the date first set forth above.

R.J.A. HLD., INC., Grantor

By: _____
Robert Macho, President

COUNTY OF DUTCHESS, Grantee

By: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.

On _____ 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Macho personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.

On _____ 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Record & Return:

SCHEDULE A

All that certain plot, piece or parcel of land situate, lying and being in the Town of Wappinger, County of Dutchess, State of New York, said lot also shown on a map entitled All Angels Heights Subdivision as filed in the Dutchess County Clerk's Office as Filed Map _____ being bounded and described as follows:

Beginning at a point located on the northerly line of Lot 3 on said Filed Map _____, said point also being located on the southerly line of a parcel identified as "to be conveyed to Lois Family Ltd. Partnership"; thence through said parcel to be conveyed the following five (5) courses:

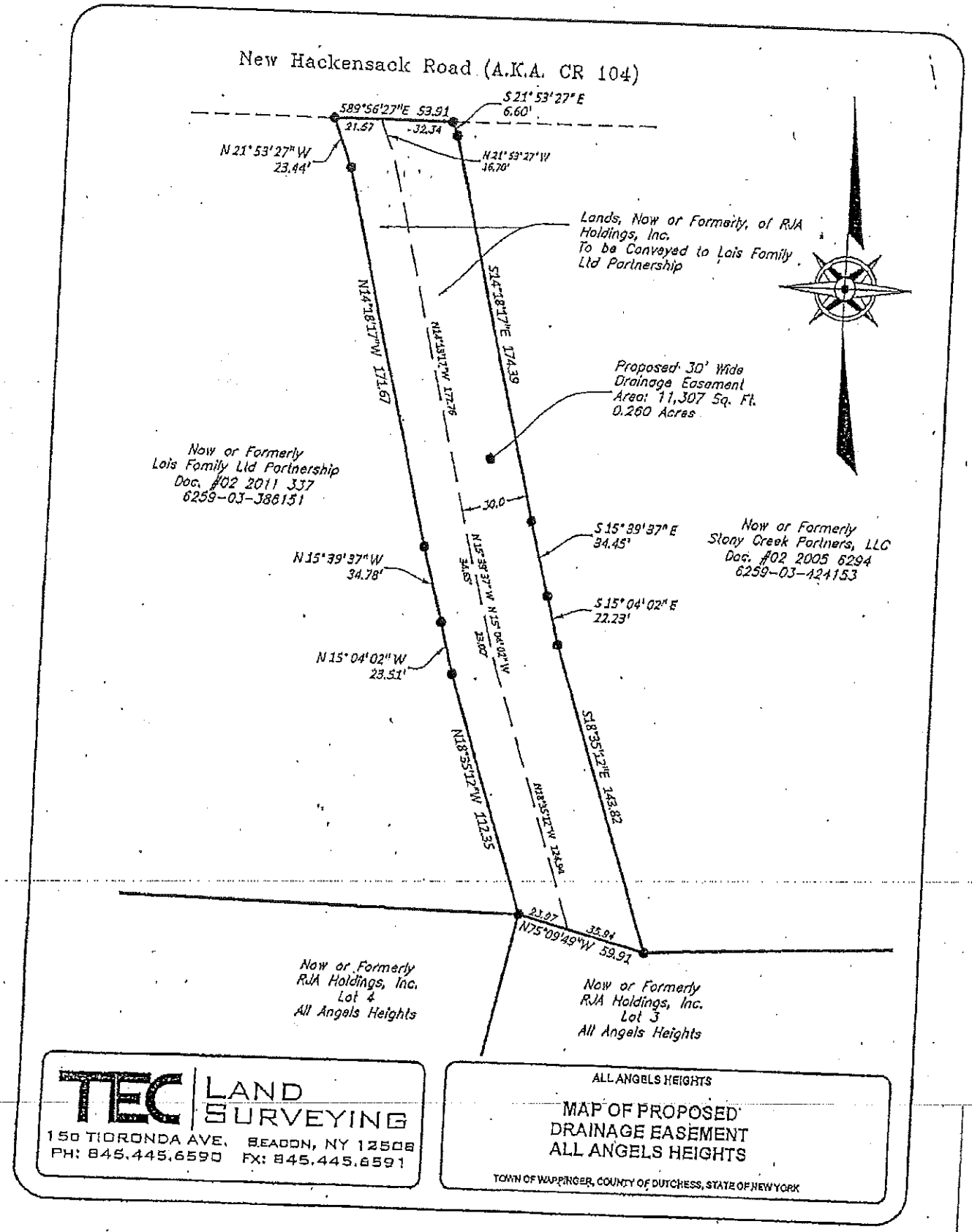
1. North 18°35'12" West a distance of 124.94 feet;
2. North 15°04'02" West a distance of 23.00 feet;
3. North 15°39'37" West a distance of 34.65 feet;
4. North 14°18'17" West a distance of 172.76 feet and
5. North 21°53'27" West a distance of 16.70 feet

to a point located on the southerly line of New Hackensack Road (AKA County Route 104); thence along New Hackensack Road South 89°56'27" East a distance of 32.34 feet to the northwest corner of the lands, now or formerly, of Stoney Creek Partners, LLC (Doc. #02 2005 6294); thence along same the following five (5) courses:

1. South 21°53'27" East a distance of 6.60 feet;
2. South14°18'17" East a distance of 174.39 feet;
3. South 15°39'37" East a distance of 34.45 feet;
4. South 15°04'02" East a distance of 22.23 feet and
5. South 18°35'12" East a distance of 143.82 feet

to a point located on the aforementioned Lot 3; thence North 75°09'49" East a distance of 35.94 feet to the Point or Place of Beginning.

Containing 11,303 square feet or 0.259 acres of land.



TEC LAND SURVEYING
150 TIORONDA AVE. BEACON, NY 12508
PH: 845.445.6590 FX: 845.445.6591

ALL ANGELS HEIGHTS

MAP OF PROPOSED
DRAINAGE EASEMENT
ALL ANGELS HEIGHTS

TOWN OF WAPPINGER, COUNTY OF DUTCHESS, STATE OF NEW YORK

Public Works and Capital Projects Roll Call

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

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

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016283 AUTHORIZATION TO ACQUIRE TWO PERMANENT EASEMENTS FOR DRAINAGE PURPOSES FROM R.J.A. HLD, INC., IN CONNECTION WITH THE ALL ANGELS HILL HEIGHTS SUBDIVISION LOCATED AT ALL ANGELS HILL ROAD (CR 94) IN THE TOWN OF WAPPINGER

Date: December 5, 2016

Roll Call Sheets

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

Present: 25
Absent: 0
Vacant: 0

Resolution: ✓
Motion: —

Total: 25 Yes
Abstentions: 0

0 No

2016283 AUTHORIZATION TO ACQUIRE TWO PERMANENT EASEME[illegible]TS FOR DRAINAGE PURPOSES FROM R.J.A. HLD, INC., IN CONNECTION WIT[illegible]H THE ALL ANGELS HILL HEIGHTS SUBDIVISION LOCATED AT ALL ANGELS H[illegible]ILL ROAD (CR 94) IN THE TOWN OF WAPPINGER

Date: December 8 , 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016283 AUTHORIZATION TO ACQUIRE TWO PERMANENT EASEMENTS FOR DRAINAGE PURPOSES FROM R.J.A. HLD, INC., IN CONNECTION WITH THE ALL ANGELS HILL HEIGHTS SUBDIVISION LOCATED AT ALL ANGELS HILL ROAD (CR 94) IN THE TOWN OF WAPPINGER

Date: December 8 , 2016

RESOLUTION NO. 2016284

RE: AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007150) AND AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION (ET5680)

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

WHEREAS, the Commissioner of Public Works has been advised that the New York State Department of Transportation has awarded the County a Supplemental Grant Agreement #2, Comptroller's Contact No. K007150, copy attached, which is providing 100% in Dedicated Mass Transportation Trust Fund funding in the total amount of $48,580 and other matching funds to federal grants in the amount of $481,513, and

WHEREAS, as shown on Schedule A of the Supplemental Grant, the grant funds are for the following projects: (a) office and garage equipment in the amount of $48,580 (PIN 8TD0.02.001; (b) preventive maintenance 10% share in the amount of $96,916 (PIN 8TRD.32.001); (c) project administration 10% share in the amount of $55,748 (PIN # 8TRD.34.001; and (d) purchase replacement 30 FT buses 10% share in the amount of $328,849 (PIN 8TRD.92.001), and

WHEREAS, certain funding mentioned above and listed on Schedule A of the Supplement Agreement #2, has been authorized by prior Resolutions, as follows: (b) preventive maintenance in the amount of $96,916 (PIN 8TRD.32.001) by Resolution No. 2016067, approved on or about April 11, 2016; (c) project administration in the amount of $55,748 (PIN # 8TRD.34.001, by Resolution No. 2016067, approved on or about April 11, 2016; and (d) purchase replacement 30 FT buses in the amount of $328,849 (PIN 8TRD.92.001) by Resolution Nos. 2016110, approved on or about May 16, 2016, and 2016111, approved on or about May 16, 2016; and

WHEREAS, this Supplemental Grant Agreement covers the period January 1, 2014 through December 31, 2018; and

WHEREAS, the State Mass Transportation Capital Aid is available to fund projects approved by the Commissioner of Transportation, and

WHEREAS, Dutchess County desires to advance the project by making a commitment of advance funding of the full non-local share of the costs associated with these projects, and

WHEREAS, it is necessary for this Legislature to authorize the execution of Supplemental Grant Agreement #2 and to amend the 2016 Adopted County Budget to accept such funds and provide for the receipt and expenditure of said funds, now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive or his designee to accept the grant award from New York State in connection with the above projects and further authorizes and empowers the County Executive or his designee to execute said Supplemental Grant Agreement #2 on behalf of the County of Dutchess, and be it further

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

APPROPRIATIONS

Increase		
ET5680.4710	Furniture & Office Equip.	$48,580

REVENUES

Increase		
ET5680.35890.04	Other Transp. Renovation	$48,580

CA-177-16
CAB/kvh/G-0930-B
11/14/16
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 48,580

Total Current Year Revenue $ 48,580

and Source
$48,580 New York State funds

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

Identify Line Items(s):
ET5680.4710 Furniture $48,580
35890.04 Other Transp. Renovation Assist. $48,580

Related Expenses: Amount $ 48,580

Nature/Reason:
Dutchess County received an award for $48,580 100% New York State DOT-funded project.

Anticipated Savings to County: $48,580

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

Additional Comments/Explanation:
This resolution will authorize the County Executive or his designee to sign agreements and accept funding from the New York State Department of Transportation to support Dutchess County Public Transit services and projects. It will also amend the 2016 budget with a zero net. This funding is 100% New York State funds with no local match. The funds will be used to replace furnishings and equipment at Dutchess County Public Transit.

Prepared by: Cynthia Ruiz

Prepared On: 11/9/16

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

ANDREW M. CUOMO
Governor

MATTHEW J. DRISCOLL
Commissioner

Cathy Calhoun
Chief of Staff

November 8, 2016

Ms. Cynthia Ruiz, Transit Administrator
Dutchess County Public Transit
14 Commerce Street
Poughkeepsie, New York 12603

Re: Contract No. K007150 SA#2

Dear Ms. ~~Ruiz~~: Cynthia

The New York State Department of Transportation Public Transportation Bureau is pleased to inform you that State funds in the amount of $530,093 have been allocated for mass transportation capital projects as outlined in Schedule A of the above referenced agreement.

An electronic copy of the agreement will be sent to you for execution by Dutchess County. Please make five copies of the electronic agreement and return four copies of the agreement with the original signatures on page 3 (duly notarized on the Grantee acknowledgement), along with four notarized originals of the authorizing resolutions, to this office, through regular US mail, for final execution by the State.

Address your response to:

Mr. Jonathan Cmaylo
Public Transportation Bureau
50 Wolf Road – POD 54
Albany, New York 12232

If you have any questions, please call Jonathan Cmaylo at (518) 457-0250.

Sincerely,

Thomas M. Vaughan, Acting Director
Public Transportation Bureau

Enclosure

Cc: Todd Westhuis, DOT Regional Director, Region 8
Mark Debald, Transportation Program Administrator, PDTC (w/e- attachment)

MASS TRANSPORTATION CAPITAL PROJECT
SUPPLEMENTAL CONTRACT AGREEMENT #2

COMPTROLLER'S CONTRACT NO. K007150
Contract Period 1/1/2014– 12/31/2018

THIS IS A SUPPLEMENTAL GRANT AGREEMENT made this____day of_____, 20___by and between the State of New York, acting by and through the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York 12232 and Dutchess County (the Grantee), with offices at 14 Commerce St., Poughkeepsie, New York 12063, for capital project(s) to support the public transportation system, as more fully described in Schedule(s) A hereof (the "Project"). The amount of NYSDOT's grant pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed $977,378 original plus supplemental and $530,093 additional (the "Grant").

WITNESSETH:

WHEREAS, State Finance Law §89-c establishes the Dedicated Mass Transportation Trust Fund ("DMTTF") to be administered by NYSDOT, with moneys appropriated thereto to be utilized for the reconstruction, replacement, purchase, modernization, improvement, reconditioning, preservation and maintenance of mass transit facilities, vehicles and rolling stock; and

WHEREAS, pursuant to appropriation or re-appropriation to the DMTTF, the State Legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

WHEREAS, Grantee's Project qualifies for funding pursuant to such appropriations and re-appropriations, the programmatic criteria and guidelines therefore, and has been approved by the Commissioner of Transportation for funding in a program of mass transportation capital projects as more specifically described in Schedule(s) A annexed to or supplementing this Agreement,

Check if State-administered Federal Aid applicable:

WHEREAS, pursuant to Highway Law §80(1) NYSDOT may, in accordance with State appropriations therefore, use federal aid for the purchase of buses or any other passenger equipment, the construction of exclusive or preferential bus passenger loading areas and facilities (including shelters) and for any mass transit purpose as is allowed by federal law respecting such funds; and

WHEREAS, the State has appropriated or reappropriated federal aid monies for the Project(s)

Check if Rebuild and Renew New York Transportation Bond Act of 2005 is applicable :

WHEREAS, Article 22 of the Transportation Law authorizes the NYSDOT Commissioner to implement the Rebuild and Renew New York Transportation Bond Act of 2005 which funds the Transit Clean Fuel Vehicle Initiative; and

WHEREAS, pursuant to appropriation or reappropriation from the Rebuild and Renew New York Transportation Bond Act of 2005, the legislature authorized certain funding programs for the costs of mass transportation capital projects and facilities undertaken by municipalities and mass transit systems; and

WHEREAS, the Sponsor attests that the Project has a useful service life of 10 years;

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows: Schedule A of the aforementioned Mass Transportation Capital Project Grant Agreement is hereby amended to include, in addition:

- the funding and those projects contained in Schedule "A" attached to and made part of this supplemental Grant Agreement; and
- Appendix 2-S – Iran Divestment Act attached to and made part of this supplemental Grant Agreement.

Except as amended herein the Mass Transit Capital Project Grant Agreement, Contract No. between the parties hereto shall remain in full force and effect.

APPENDIX 2-S
IRAN DIVESTMENT ACT

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

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

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

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

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

GRANTEE:	NYSDOT:
By: _____ Title: _____ Print Name: _____ Date:	By: _____ For Commissioner of Transportation Agency Certification: In addition to the acceptance of this contract I also certify the original copies of this signature page will be attached to all other exact copies of this contract. Date:

APPROVED AS TO FORM:	APPROVED:
State of New York Attorney General	Comptroller
By: _____	By: _____
Date: _____	Date: _____ Pursuant to State Finance Law §112.

CONTRACT: K007150 SA #2

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

On this _____ day of _____, 20 ____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the _____ described in and which executed the above instrument; and that he/she executed the above instrument pursuant to authority vested in him/her.

_____
Notary Public

PROJECT AGREEMENT

SCHEDULE A Dated

PROJECT DESCRIPTION, FUNDING AND DEVELOPMENT SCHEDULE

Contractor/Grantee:

Dutchess County

Comptroller's Contract #: K007150 Contract period: 1/1/2014 to 12/31/2018

AGREEMENT PURPOSE: ☐ Main Agreement ☑ Supplemental Schedule 2 ☐ Administrative Correction

GENERAL PROJECT DESCRIPTION

Fourth Master Grant Agreement

PROJECT LOCATION/JURISDICTION or SERVICE AREA

Dutchess County

PIN	Project	Award ID:	Rev:	Estimated Project Cost	Federal Share	Admin/ Direct - **	%	*State Share	%	Local Share	%	Source State Approp	Project End Date	Useful Life
8TD0.02.001	Office and Garage Equipment	STC-09-DUT-00	1	$48,580	$0	Direct	0	$48,580	100	$0	0	Omnibus	12/2016	10 Years
8TRD.32.001	Preventive Maintenance	NY-2016-016-00	1	$969,152	$775,321	Direct	80	$96,916	10	$96,915	10	Omnibus	06/2017	NA
8TRD.34.001	Project Admin	NY-2016-016-00	1	$557,472	$445,977	Direct	80	$55,748	10	$55,747	10	Omnibus	06/2017	NA
8TRD.92.001	Purchase Replacement 30 FT Buses	NY-2016-015-00	1	$3,288,480	$2,630,784	Direct	80	$328,849	10	$328,847	10	Omnibus	03/2018	12 Years
		Agreement Total:		$4,863,684	$3,852,082			$530,093		$481,509				

* With NYSDOT concurrence, the state shares may be interchanged among PINs within the Schedule and total State share

** If DOT-PAY is listed under the Admin/Direct column, then the Federal Dollars for that row is not included in the Federal Share of the Agreement.

Public Works and Capital Projects Roll Call

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

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2016284 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007150) AND AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION (ET5680)

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016284 AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION (K007150) AND AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT DIVISION (ET5680)

Date: December 8 , 2016

Public Works & Capital Projects

RESOLUTION NO. 2016285

RE: AUTHORIZATION TO ENTER INTO INTERMUNICIPAL AGREEMENTS FOR SNOW AND ICE CONTROL SERVICES BY THE LOCAL MUNICIPALITIES

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

WHEREAS, Article 6, Section 135-a of the New York State Highway law provides authorization for the County to empower the Commissioner of Public Works to enter into agreements with designated municipalities for the purpose of removing snow from County roads or for sanding or otherwise treating them for the purpose of removing the danger of snow and ice, and

WHEREAS, the Commissioner of Public Works, in his capacity as the County Superintendent of Highways, has determined that it is in the best interest of the County, and the safety and transportation needs of residents and users of the highways in outlying areas of the County, to enter into agreements with various municipalities for the assistance of snow and ice removal from County roads, and

WHEREAS, a copy of the proposed Intermunicipal Agreement for Snow Removal and Ice Control Services is annexed hereto, now, therefore, be it

RESOLVED, that the County Executive is authorized to execute Intermunicipal Agreements for Snow and Ice Control Services with various municipalities in substantially the same form as annexed hereto.

CA-175-163
11/10/16
CAB/kvh/G-1462-O
Fiscal Impact: See attached statement.

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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:

DPW is seeking to authority to allow the County Executive and DPW Commissioner to execute a new "pilot" agreement with select municipalities that currently perform snow & ice control work on county highways. The new agreement format will address concerns expressed by the Comptroller in his recent audit about timely payment and invoicing, and paying town officials as County employees. There is no increased cost for these services to the County if the new pilot agreement is used.

Prepared by: R. Balkind, P.E., Commissioner Prepared On: 11/9/16

Dut.pdf

I. TERM OF THE AGREEMENT:

The term of this Agreement shall be for a period of 4 months beginning *January 1, 2017 and expiring on April 30, 2017.*

II. SCOPE OF WORK:

This agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment and materials. The following list of Standard Activities will be routinely performed by the Town:

1. Supervision
2. Supervisory Patrolling;
3. Radio watch/Dispatch
4. Preparedness for snow and ice control
5. Plowing of snow from the roadways and shoulders, and/or the application of anti-icing or deicing materials
6. Removal of snow at intersections to improve sight distance and safety;
7. Treatment of slippery spots, including, "black ice", and bridges;
8. Routine benching using plow trucks;

III. SERVICES TO BE PROVIDED:

The basic service elements to be provided by the Town as part of this Agreement are as follows:

Snow Control Goals

Meet the required guidelines of the Dutchess County's *Snow & Ice Control* manual dated October 9, 2015, a copy of which has been provided to the Town by the County.

Removal of Snow from Intersections

Snow shall be cleared from intersections with County/County or County/Town roads sufficiently to provide adequate sight distance and safety.

Material Application Rate

The application rate of Traction Sand or Anti-Icing/De-Icing Agents on County roads shall be based on prevailing and expected weather conditions in accordance with **Table 7** of Cornell Local Roads Program's *Snow and Ice Control* manual. The table is also found in Dutchess County's *Snow and Ice Control* manual.

A. **Liability and Property Damage Insurance:**

General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under this Agreement in the amount of $1,000,000.00 per occurrence, $2,000,000 aggregate. The Town will be listed as additional insured.

B. **Motor Vehicle Insurance:**

Automobile liability insurance coverage for all owned, leased, or non-owned vehicles in the amount of $1,000,000.00 per occurrence. The Town will be listed as additional insured.

C. **Excess/Umbrella Liability:**

Excess/Umbrella coverage in the amount of $10,000,000.

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 the basic agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this

_____ day if _____, 2016

APPROVED AS TO FORM:

_____

County Attorney's Office

APPROVED AS TO CONTENT:

_____

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

REVIEW AS TO CONTENT:

_____

Gary Cooper
Director of Highway Construction & Maintenance

2016 - 2017

Towns to Contract with the County for Snow Removal

TOWN OF BEEKMAN				
Total: 8.45				
CR#				
7	Beekman Poughquag Rd	2.08		
8	Greenhaven Rd	1.83		
32	Pleasant Ridge Rd	3.73		
8	S Greenhaven Rd	0.81		
Total:		**8.45**		
TOWN OF CLINTON				
Total: 9.88				
CR#				
18	Centre Rd	4.72		
18	Clinton Hollow Rd	3.22		
14	Hollow Rd (CR 18 East)	0.5		
17	Salt Point TRNPK	0.55		
12	Schultzville Rd	0.89		
Total:		**9.88**		
TOWN OF FISHKILL				
Total: 8.06				
CR#				
34	Baxtertown Rd	2.07		
34S	Baxtertown Road Ext	0.35		
92	Broadway Av	0.09		
92	Chelsea Rd	1.31		
34	Jackson St	0.52		
92	Market St	0.05		
35	Osborne Hill Rd	2.09		
36	Red Schoolhouse Rd	1.58		
Total:		**8.06**		
TOWN OF HYDE PARK				
Total: 14.34				
CR#				
39	Cream St	3.35		
100	Creek Rd	1.36		
41	Crum Elbow Rd	2.75		
40	Dutchess Hill Rd	1.47		
40	E Dorsey Ln	0.9		
41	E Market St	1.33		
37	N Cross Rd	1.39		
41	River Rd	0.36		
40A	St Andrews Rd	1.16		
41	W Market St	0.27		

2016 - 2017

Towns to Contract with the County for Snow Removal

Total:		14.34		
TOWN OF NORTH EAST				
Total: 12.6				
CR#				
63	Boston Corners Rd	4.11		
61	Indian Lake Rd	2.69		
62	N Maple Av	0.24		
62	Rudd Pond Rd	3.2		
62	S Maple Av	0.31		
62	Sharon Rd	2.05		
Total:		12.6		
TOWN OF POUGHKEEPSIE				
Total: 4.05				
CR#				
74	Cedar Av	0.78		
48	IBM Rd	0.51		
75	Innis Av	0.88		
114	Main St	0.48		
48	SAND DOCK	0.27		
38	Taft Av	0.47		
38	Van Wagner Rd	0.66		
Total:		4.05		
TOWN OF RHINEBECK				
Total: 2.97				
CR#				
85	Mill Rd	2.1		
85	Morton Rd	0.87		
Total:		2.97		
TOWN OF UNION VALE				
Total: 3.17				
CR#				
9	N Clove Rd	3.17		
Total		3.17		
			Total: 63.52 miles	

2016 -2017 Winter Season
Towns Contracted with Dutchess County
for Winter Maintenance of County roads

#	Garage:	Address:	Phone Numbers:	Fax Numbers:	E-mail:
DPW 07	Town of Clinton	1215 Centre Rd. Rhinebeck, NY 12572	(845) 266-3204	(845) 266-3215	highway@townofclinton.com
	Theron Tompkins	Highway Superintendent			
DPW 09	Town of Fishkill	1 Geering Way Fishkill, NY 12524	(845) 896-6013	(845) 896-4108	highway@fishkill.ny.gov
	Glenn Scofield	Highway Superintendent			
DPW 11	Town of Northeast	PO Box 516 Millerton, NY 12546	(518) 789-4850	(518) 758-5831	rdstevens@optionline.net
	Robert Stevens	Highway Superintendent			
DPW 13	Town of Rhinebeck	188 Cinnamon Circle Rhinebeck, NY 12572	(845) 876-6263	(845) 876-8335	town.highway@rhinebeck-ny.gov.
	Barry Sherrod	Highway Superintendent			
DPW 15	Town of Unionvale	North Clove Rd. LaGrangeville, NY 12540	(845) 724-5498	(845) 724-4758	unionvalehwy1@optimum.net
	Richard Wisseman	Highway Superintendent			
DPW 16	Town of Beekman	4 Main Street Poughquag, NY 12570	(845) 724-5300 x210	(845) 724-5406	Highway.Superintendent.com
	Anthony Coviello	Highway Superintendent			
DPW 17	Town of Hyde Park	1146 Route 9G Hyde Park, NY 12538	(845) 229-9416	(845) 229-7775	Highway@hydeparkny.us
	Walter Doyle, Jr.	Highway Superintendent			
DPW 18	Town of Poughkeepsie	8 Burnett Blvd. Poughkeepsie, NY 12603	(845) 452-1750	(845) 452-5768	mpfeifer@townofpoughkeepsie-ny.gov
	Marc Pfeifer	Highway Superintendent			

Public Works and Capital Projects Roll Call

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

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

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016285 AUTHORIZATION TO ENTER INTO INTERMUNICIPAL AGREEMENTS FOR SNOW AND ICE CONTROL SERVICES BY THE LOCAL MUNICIPALITIES

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 (Yes) 0 (No)

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016285 AUTHORIZATION TO ENTER INTO INTERMUNICIPAL AGREEMENTS FOR SNOW AND ICE CONTROL SERVICES BY THE LOCAL MUNICIPALITIES

Date: December 8 , 2016

Public Works & Capital Projects

RESOLUTION NO. 2016286

RE: AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE AN ADDENDUM TO EXTEND THE LEASE AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND KEYSTONE PROFESSIONAL BASEBALL CLUB, INC. D/B/A THE HUDSON VALLEY RENEGADES

Legislators PULVER, MICCIO, BOLNER, WASHBURN, SAGLIANO, FLESLAND, HORTON and LANDISI offer the following and move its adoption:

WHEREAS, the County of Dutchess and Keystone Professional Baseball Club, Inc. d/b/a the Hudson Valley Renegades (the Renegades) entered into a ten (10) year Lease Agreement dated December 21, 2006, and

WHEREAS, said Lease Agreement expires on December 31, 2016, and

WHEREAS, representatives of the County and the Renegades have commenced negotiations for a new long term Lease Agreement, and

WHEREAS, the parties have determined that the negotiations will not be completed by December 31, 2016 and

WHEREAS, an Addendum to Extend Lease Agreement is annexed hereto which provides for a one year extension of the existing Lease Agreement for 2017 with a possible additional year for 2018 at the discretion of the Renegades, now, therefore, be it

RESOLVED, that the County Executive is authorized to execute the Addendum to Extend Lease Agreement in substantially the same form as annexed hereto.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

CA-181-16
CAB/kvh/G-1068-L
11/17/16
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 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 0

Total Current Year Revenue $ 0
and Source

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

Identify Line Items(s):

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
The 2017 budget reflects the terms of the current contract, therefore; there is no fiscal impact as a result of the contract extension.

Prepared by: Jessica White, Budget Office

ADDENDUM TO EXTEND LEASE AGREEMENT

This ADDENDUM, dated as of , 2016, by and between the County of Dutchess (the "County"), a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 and Keystone Professional Baseball Club, Inc. d/b/a the Hudson Valley Renegades (the "Club") for the lease of Dutchess Stadium (the "Stadium") located at Route 9D, Wappingers Falls, New York 12590.

WITNESSETH:

WHEREAS, the County and the Club entered into a lease agreement for the premises described above which commenced January 1, 2007 and is set to expire December 31, 2016 (the "Lease Agreement"); and

WHEREAS, the County and the Club wish to extend the term of the Lease Agreement for a period that will afford an appropriate opportunity to negotiate a new lease that will take into account the need for repairs and capital improvements at the Stadium; and

WHEREAS, the County and the Club mutually recognize the need for repairs and capital improvements necessary to restore and establish the Stadium as a first-class Minor League baseball facility.

NOW, THEREFORE, the parties hereto confirm and agree as follow:

LEASE EXTENSION: The County and the Club hereby agree to extend the Lease Agreement for a period of twelve (12) months, commencing January 1, 2017 and ending December 31, 2017.

TERMS AND CONDITIONS: All terms, conditions and provisions of the Lease Agreement are hereby incorporated by reference and shall continue in effect during this extended term as if set forth herein.

OPTION FOR FURTHER EXTENSION: Provided that the Club is not in default under the original terms and conditions of the Lease Agreement, the Club shall have the option to extend such agreement for a further additional term of twelve (12) months, commencing January 1, 2018 and ending December 31, 2018. Should the Club decide to exercise this extension option, it shall deliver notice to such effect to the County no later than October 31, 2017.

CONTEMPLATION OF NECESSARY REPAIRS AND IMPROVEMENTS: The County and the Club enter into this agreement with a mutual understanding that the parties will engage in good faith negotiations during the extension period to identify and finance repairs and capital upgrades needed to restore the Stadium as a first-class Minor League baseball facility during the period covered by a new and longer term lease agreement to be negotiated by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year first above written.

AGREED TO AND ACCEPTED:

COUNTY OF DUTCHESS

By:_____

KEYSTONE PROFESSIONAL BASEBALL CLUB, INC.

By:_____

Background to Resolution 2016 288

Advocates of the Food Industry Since 1900

FIA

FOOD INDUSTRY ALLIANCE OF NEW YORK STATE, INC.

130 Washington Avenue • Albany, New York 12210 • Tel (518) 434-1900 • Fax (518) 434-9962

Memorandum in Support

The New York State Agriculture and Markets Law requires retail establishments to accurately display the prices of its "stock-keeping units", which consist of "stock-keeping items" (i.e., items offered for sale of the same brand, quantity and retail price). Dutchess County is one of 15 local governments (13 counties and the cities of New York and Mount Vernon) that elected to exceed state law by mandating that each stock-keeping item be separately priced.

Over the years, these local governments have allowed retail establishments within their jurisdictions to opt out of their "item pricing" laws upon demonstrating that they can maintain a certain degree of "scanner accuracy" within their computer assisted checkout systems. Today, Dutchess County and New York City are the only two local governments that mandate item pricing without a scanner accuracy waiver.

The proposed Dutchess County law is among the most stringent in the State. Its waiver fees, which range from $500 to $10,000, are among the highest in the state. It is estimated that waiver fees, alone, will amount to approximately $100,000 per year in additional revenues to the County. These revenues may be enhanced by civil penalties of up to $10,000 per inspection for violations of the law. The proposed law also requires more price check scanners than any law in the state.

Traditionally, opposition to scanner accuracy laws has been based upon concerns that they are detrimental to the elderly and result in losses of jobs in retail establishments. Neither concern has been realized in any of the jurisdictions that have passed these laws. Seniors are among the most astute shoppers that visit food markets. They compare prices, clip coupons and remain vigilant as items pass by them at cash registers. They are the first to cry foul if something is amiss.

The reason that the passage of a scanner accuracy law doesn't result in layoffs is that chain food market managers work with budget projections that fit the size of their stores. A 30,000 square foot store in Poughkeepsie has the same weekly payroll budget as a store of the same size in Albany. The manager's objective is to use this budget in as efficient manner as possible. An employee that is relieved of item pricing duties can be assigned to a job that provides better service to the store's customers. Customer service is actually more important than price in driving customers back to a store.

This proposed law is more important to the food industry today than ever. Recent increases in the hourly wage and the enactment of a family leave bill in New York have had a drastic effect on an industry whose profit margin is approximately a penny on the dollar.

For these reasons, the Food Industry Alliance of New York respectfully asks that you SUPPORT this legislation.

Public Works and Capital Projects Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
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District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2016286 AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE AN ADDENDUM TO EXTEND THE LEASE AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND KEYSTONE PROFESSIONAL BASEBALL CLUB, INC. D/B/A THE HUDSON VALLEY RENEGADES

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016286 AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE AN ADDENDUM TO EXTEND THE LEASE AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND KEYSTONE PROFESSIONAL BASEBALL CLUB, INC. D/B/A THE HUDSON VALLEY RENEGADES

Date: December 8 , 2016

Government Services & Administration

RESOLUTION NO. 2016287

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT FOR COORDINATED LICENSING, PERMITTING AND REGULATIONS GOVERNING TAXICABS, VEHICLES FOR HIRE AND THEIR OPERATION

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

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other in their respective functions, powers and duties on an individual, cooperative, joint or contract basis, and

WHEREAS, the City and the County currently have local laws in their respective codes for the licensing and regulation of taxicabs and vehicles for hire and the operators and drivers of said taxicabs and vehicles for hire; and

WHEREAS, the City and the County have determined that it is in their respective best interests to have coordinated licensing, permitting and regulations governing taxicabs, vehicles for hire and their operators; and

WHEREAS, it is necessary for the Legislature to approve the annexed intermunicipal agreement and to authorize the County Executive or his designee to execute the agreement, now, therefore, be it

RESOLVED, that this Legislature hereby approves the proposed inter municipal agreement and authorizes the County Executive or his designee to execute such agreement in substantially the same form as attached hereto.

CA-166-16
10/25/16
CRC/kvh
G-1664

Fiscal Impact: None.

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/19/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 15th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 15th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

REVISED BACKGROUND
RESOLUTION NO. 2016287

INTER-MUNICIPAL AGREEMENT
TAXI, LIVERY & LIMOUSINE INSPECTION AND REGISTRATION
Between
County of Dutchess
And
City of Poughkeepsie

THIS AGREEMENT, made this _____ day of _____, 2016 between the County of Dutchess, a municipal corporation with a principal place of business at 22 Market Street, Poughkeepsie, New York 12601, (hereinafter "County"), and City of Poughkeepsie, a municipal corporation with a principal place of business located at 62 Civic Center Plaza, Poughkeepsie, New York 12601 (the, "City")

WHEREAS, Chapter 287 of the laws of the State of New York of 2016 authorizes the county of Dutchess to regulate and license taxicabs, limousines and livery vehicles; and

WHEREAS, the County has or will adopt a local law for the licensing and regulation of taxicabs and vehicles for hire and the operators and drivers of said taxicabs and vehicles for hire (the "Taxi & Limousine Program"); and

WHEREAS, the CITY currently has a local law which regulates the licensing and regulation of taxicabs and vehicles for hire and the operators and drivers of said taxicabs and vehicles for hire; and

WHEREAS, the CITY pursuant to an Intermunicipal Agreement with the Town of Poughkeepsie currently licenses drivers and inspects vehicles for hire for the Town of Poughkeepsie which cost is billed directly to the driver and owner/operator; and

WHEREAS, the CITY and COUNTY are desirous of entering into an Intermunicipal Agreement whereby CITY would administrate COUNTY's Taxi & Limousine Program for COUNTY including the licensing of vehicles for hire and their drivers; and

WHEREAS, CITY and COUNTY have determined that it is in their respective best interest to have a coordinated licensing, permitting and regulations governing taxicabs, vehicles for hire and their operators; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and pursuant to the authority vested in them by Article 5-G of the General Municipal Law, the parties hereto agree as follows:

1. The COUNTY shall enact a local law consistent with City's local law, regulating, licensing, permitting and suspension or revocation of permits and licenses for vehicle for hire, taxicabs, limousines and the operators and drivers of said taxicabs and vehicles for hire.

2. The CITY shall be primarily responsible for the processing of limousine, taxi and livery driver license applications and renewals, operator permit applications and renewals, suspension or revocation of a driver's right to operate a vehicle for hire, processing of vehicle licenses and renewals, and inspection, registration and licensing of vehicles for hire.

3. **The CITY shall be entitled to collect a fee from the applicant for the services set forth in paragraph "2" above. On an annual basis, the CITY will report to the COUNTY the number of drivers licensed, the number of vehicles licensed and the fee collected by CITY. The CITY shall not charge any fee to COUNTY for the services set forth in paragraph "2" above.**

4. COUNTY and CITY shall at a minimum annually, hold a meeting with local public safety personnel to educate local law enforcement of the CITY's and COUNTY's regulation of taxicabs, limousines and livery's.

5. **This agreement shall be for three (3) years from the date COUNTY's local law required pursuant to paragraph "1" becomes effective. It shall automatically renew for two additional (1) year periods unless either party provides sixty (60) days written notice to the other party.**

6. This agreement may not be assigned by either party.

7. Should any of the provisions of this agreement be found by a court of competent jurisdiction to be for any reason whatsoever, invalid, void or unenforceable, it shall be deemed severed from the balance of this agreement and the balance of the agreement shall remain in full force and effect.

8. This agreement may be terminated by either party on 90 days written notice to the other.

9. Notice shall be deemed effective five days after mailed to the Chief Executive Officer of the respective municipality at the address provided above.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the _____ day of _____, 2016.

COUNTY OF DUTCHESS	CITY OF POUGHKEEPSIE
_____	_____
MARCUS J. MOLINARO COUNTY EXECUTIVE	ROBERT G. ROLISON MAYOR

The foregoing Resolution No. 2016287, was adopted at the Government Services and Administration Committee on December 5, 2016, and considered at the December 15, 2016, Board Meeting.

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

AYES:	11	Amparo, Bolner, Borchert, Flesland, Horton, Jeter-Jackson, MacAvery, Miccio, Rolison, Surman, Traudt
NAYS:	1	Tyner

Resolution adopted.

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (C)		
District 4 - Town of Hyde Park	Black		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2016287 AUTHORIZING INTERMUNICIPAL AGREEMENT FOR COORDINATED LICENSING, PERMITTING AND REGULATIONS GOVERNMENT TAXICABS, VEHICLES FOR HIRE AND THEIR OPERATION

Date: December 5, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
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District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
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District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016287 AUTHORIZING INTERMUNICIPAL AGREEMENT FOR COORDINATED LICENSING, PERMITTING AND REGULATIONS GOVERNMENT TAXICABS, VEHICLES FOR HIRE AND THEIR OPERATION

Date: December 15, 2016

Laid on Desks by Mail, E-Mail, and in Mailboxes 11/22/16
Government Services & Administration

RESOLUTION NO. 2016288

RE: AUTHORIZING LOCAL LAW NO. 2 of 2017 A LOCAL LAW REQUIRING THE PRICING OF GOODS OFFERED FOR SALE AT RETAIL IN DUTCHESS COUNTY AND REPEALING DUTCHESS COUNTY LOCAL LAW NO. 9 OF 1991 AS AMENDED BY LOCAL LAW NO. 5 of 1994, LOCAL LAW NO. 3 of 1998, LOCAL LAW NO. 6 of 2004, and LOCAL LAW NO. 2 of 2011

Legislators BORCHERT, MICCIO, SAGLIANO, and LANDISI offer the following and move its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No. 2 of 2017 which has been submitted this day for consideration by said Legislature.

CA-146-16
CRC/kvh/G-0992
10/06/16

Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 1-12-2017

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

LOCAL LAW NO. 2 of 2017

RE: LOCAL LAW NO. 2 of 2017, A LOCAL LAW REQUIRING THE PRICING OF GOODS OFFERED FOR SALE AT RETAIL IN DUTCHESS COUNTY AND REPEALING DUTCHESS COUNTY LOCAL LAW NO. 9 OF 1991 AS AMENDED BY LOCAL LAW NO. 5 of 1994, LOCAL LAW NO. 3 of 1998, LOCAL LAW NO. 6 of 2004, and LOCAL LAW NO. 2 of 2011

BE IT ENACTED by the County Legislature of the County of Dutchess as follows:

SECTION 1. LEGISLATIVE INTENT

This Legislature hereby finds and determines that the Consumers in Dutchess County are entitled to clear information, setting forth the prices of consumer commodities which they purchase from retail stores. A clear, easily-enforceable item-pricing statute will promote the Dutchess County consumers' right to all reasonable information in order that these consumers are able to make informed choices about their purchases.

The Legislature also finds and declares that price marking technology utilizing a laser scanning device offers numerous efficiencies and economies to the operation of the retail food industry. The Legislature further finds that price marking constitutes an indispensible ingredient to a consumer's right to all reasonable information in order to make an informed purchase choice.

The Legislature further finds and determines that Computer Assisted Checkout Systems (CACOS) are an accurate means of pricing consumer commodities and have become an indispensable technology for retail stores. Employment of such technology obviates and provides a reasonable alternative to the requirement that individual items be price marked in Arabic numerals, so long as the accuracy of the CACOS system is established and the price of individual items is clearly marked on shelves and displays as provided herein. Other than New York City, Dutchess County is the last jurisdiction in the State to have a mandatory item pricing law without a scanner accuracy waiver provision. This Legislature further funds and determines that there are some retailers which will not operate in counties that mandate manual pricing thus having the effect of limiting competition and economic expansion in Dutchess County. As such, the Legislature finds that other pricing systems should be permitted as an alternative eto price marking, subject to proper safeguards.

This Local Law shall not be construed to diminish the requirements of section 214-h of the New York State Agriculture and Markets Law, Section 197-b of the New York State Agriculture and Markets Law, or the New York State Regulations at 1 NYCRR 345.1 et seq. but shall be in addition thereto.

SECTION 2. PRIOR ITEM PRICING LOCAL LAW REPEALED

LOCAL LAW NO. 9 OF 1991 AS AMENDED BY LOCAL LAW NO. 5 of 1994, LOCAL LAW NO. 3 of 1998, LOCAL LAW NO. 6 of 2004, and LOCAL LAW NO. 2 of 2011 of the County of Dutchess, and known as the Dutchess County Item Pricing Law is repealed upon the effective date of this Local Law; provided, however, that nothing, including this Section shall prohibit the enforcement of said Local Law No. 9 of 1991, as amended, of the County of Dutchess, for actions or inactions done or not done as the case may be, by those subject to such Local Law No. 9 of 1991, as amended, of the County of Dutchess, prior to the effective date of this Local Law. All fines, penalties, criminal, and civil liability as the case may be shall remain in full force and effect and available for enforcement under such repealed Local Law No. 9 of

1991, as amended, of the County of Dutchess, for any applicable actions or inaction of those subject to such law as if such law remained in full force and effect for actions taken or inaction prior to the effective date of this Local Law.

SECTION 3. ITEM PRICING REQUIRED

Every retail space in Dutchess County which sells, offers for sale or exposes for sale a consumer commodity shall clearly disclose on each item, the selling price of said consumer commodity. The selling price may be shown by stamp, tag, label, or otherwise, marked in Arabic numeral on each item.

SECTION 4 – EMPLOYMENT OF COMPUTER ASSISTED CHECKOUT SYSTEMS AS SATISFYING THE PROVISIONS OF DUTCHESS COUNTY ITEM PRICING REQUIREMENTS.

Every retail store which uses a computer-assisted checkout system and which would otherwise be required to price mark each item as provided in Section 3 above may make an application, in writing, to the Dutchess County Commissioner of Behavioral and Community Health for a waiver of the item pricing requirement. A separate application shall be required for each qualified retail store.

SECTION 5. DEPARTMENT OF BEHAVIORAL AND COMMUNITY HEALTH, DIVISION OF WEIGHTS AND MEASURES

The responsibility of the administration and enforcement of this Local Law shall be with the Dutchess County Department of Behavioral and Community Health, Division of Weights and Measures. The Commissioner of Behavioral and Community Health shall be vested with the power to promulgate rules and regulations consistent with this Local Law. Item Pricing Rules and Regulations are submitted herewith for adoption by local law.

SECTION 6. SEVERABILITY.

If any clause, sentence, paragraph, subdivision, section or part of this law or application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the cause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 7. EFFECTIVE DATE.

This Local Law shall take effect upon filing with the Secretary of State.

DUTCHESS COUNTY DEPARTMENT OF
BEHAVIORAL AND COMMUNITY HEALTH,
DIVISION OF WEIGHTS AND MEASURES,
ITEM PRICING RULES AND REGULATIONS

SECTION 1. DEFINITIONS

(1) "Retail space" shall mean a store within a general retail merchandise store selling primarily food at retail for off-premises consumption, provided that such store had annual gross sales in the previous calendar year of at least two million dollars, unless such store is a part of network of subsidiaries, affiliates or other member stores, under direct or indirect common control, which, as a group had annual gross sales in the previous calendar year of at least two million dollars.

(2) "Consumer Commodity" shall mean the following:
(a)food, including all material solid, liquid or mixed, whether simple or compounded, used or intended for consumption by human beings, or animals normally kept as household pets, and all substances or ingredients added thereto for any purposes, and, (b) napkins, facial tissues, toilet tissues, foil wrapping, plastic wrapping, paper toweling, disposable plates and cups, and, (c) detergents, soaps and other cleansing agents, and (d) non-prescription drugs, female hygiene products and toiletries.

(3) "Computer Assisted Check-Out System" shall mean any electronic device, computer system or a machine which determines the selling price of a consumer commodity by interpreting its universal product code, or an in-house product code, or by use of its prices look-up function.

(4) "Inspector" shall mean an employee of the Dutchess County Division of Weights and Measures, Department of Behavioral and Community Health.

(5) "Stock-keeping unit" means each group of items offered for sale of the same brand, quantity of contents, retail price, and having different colors, flavors, or varieties.

(6) "Stock-keeping item" means each individual item within a stock-keeping unit offered for sale.

SECTION 2. ITEM PRICING REQUIRED

(a) Every retail space in Dutchess County which sells, offers for sale or exposes for sale a consumer commodity shall clearly disclose on each item, the selling price of said consumer commodity. The selling price may be shown by stamp, tag, label, or otherwise, market in Arabic numeral on each item.

(b) The provisions of Section 2(a) hereof shall not apply to the following consumer commodities however packaged or contained, provided the selling price is conspicuously, plainly and clearly state in Arabic numerals by a sign contiguous to the point of display of the commodity:
   (1) Milk
   (2) Eggs
   (3) Loose fresh produce
   (4) Consumer commodities which are offered for sale in single packages and weighing three ounces or less and are priced under one dollar.
   (5) Snack good such as cakes, gum candies, chips and nuts offered for sale in single packages and weighing five ounces or less.
   (6) Food sold for consumption on premises.
   (7) Identical items within a multi-item package that is properly price marked.

(8) Products sold through a vending machine.
(9) Cigarettes, cigars, tobacco and tobacco products.
(10) Food offered for sale in bulk.

(c) Every retail space in Dutchess County which accepts manufacturers' coupons is required to post clearly and concisely the establishment's policy with respect to the doubling and/or tripling of coupons in areas easily visible to customers at no less than one entrance to the establishment.

SECTION 3 – EMPLOYMENT OF COMPUTER ASSISTED CHECKOUT SYSTEMS AS SATISFYING THE PROVISIONS OF DUTCHESS COUNTY ITEM PRICING REQUIREMENTS.

A. Every retail store which uses a computer-assisted checkout system and which would otherwise be required to price mark each item as provided in Section 4 above may make an application, in writing, to the Dutchess County Commissioner of Behavioral and Community Health for a waiver of the item pricing requirement. A separate application shall be required for each qualified retail store. Each applicant shall be subject to a non-refundable waiver fee based upon the square footage of the retail area of each store as set according to the following schedule:

1. Store's Square Footage of Retail Area	Waiver Fee
a. 0 to 9,999 sq. ft.	$ 500.00
b. 10,000 to 29,999 sq. ft.	$ 1,000.00
c. 30,000 to 49,999 sq. ft.	$ 3,500.00
d. 50,000 to 89,999 sq. ft.	$ 5,000.00
e. 90,000 or more sq. ft.	$ 10,000.00

2. Waiver of fees pursuant to this section may hereafter be revised and amended from time to time by resolution of the Dutchess County Legislature.

B. Upon receipt of an application and fee as provided in subsection 1 above of this Section, the Commissioner of Behavioral and Community Health shall conduct a scanner count, location and accuracy inspections of the retail location for which the application has been submitted. At stores with a retail area in excess of 10,000 square feet, a minimum of 100 stock keeping units shall be checked at inspection. At stores with a retail area of 10,000 square feet or less, a minimum of fifty stock keeping units shall be checked. If the number of stock keeping units found to be in violation does not exceed two percent of those stock keeping units inspected, the Commissioner of Behavioral and Community Health shall grant to the applicant a one year revocable waiver for the item pricing requirement.

C. In the event that total violations in excess of two percent are discovered in the inspection process, the Commissioner of Behavioral and Community Health shall not grant a waiver to the applicant. Such a store may, within fifteen business days of being notified of the failure, request a second inspection. If the number of stock keeping units found to be in violation during this second inspection does not exceed two percent of those stock keeping units inspected, the Commissioner of Behavioral and Community Health shall grant to the applicant a one year revocable waiver for the item pricing requirement.

D. Stores whose waivers are revoked pursuant to subsection H or stores which, upon renewal for waiver, fail the scanner accuracy inspection(s) twice must comply with item pricing as set forth in Section 2 above within thirty days from the final date of failure. Such a store will be prohibited from applying for a new waiver for one year from the date of revocation or second inspection failure.

E. Waivers shall be valid for a period of one year from the date of issuance, at which time the waiver shall expire. Stores must reapply annually for renewal. The waiver fee and inspection shall be required for each annual renewal application, as required for an original waiver application.

F. In the event that the Commissioner of Behavioral and Community Health is unable to conduct an inspection within 60 days of receipt of a complete application with the appropriate fee, then the Commissioner of Behavioral and Community Health will issue a temporary waiver pending the completion of the inspection process. The Commissioner of Behavioral and Community Health shall cause an inspection to be completed as soon as practicable. If, upon completion, there is a violation rate of less than two percent, then the Commissioner of Behavioral and Community Health shall issue a permanent waiver with an expiration date of one year from the date of the issuance of the temporary waiver. If, upon completion of an inspection, there is a violation rate in excess of two percent, the temporary waiver shall be immediately revoked. Nevertheless, the store may, within 15 business days of being notified of the failure, request a second inspection. If the number of stock keeping units found to be in violation during this second inspection does not exceed two percent of those stock keeping units inspected, the Commissioner of Behavioral and Community Health shall grant to the applicant a one year revocable waiver for the item pricing requirement from the date of the issuance of the temporary waiver. If the store does not request a second inspection, or if the store fails the second inspection, then the store must comply with the item pricing requirements set forth in Section 2 above.

G. As a condition of the waiver from item pricing, each store must agree to meet all of the following requirements, and no regular or temporary waiver shall be granted to a store which has not agreed to these requirements in writing:

1. The store shall make available price check scanners to enable consumers to confirm the price of stock keeping items. These price check scanners shall be in locations convenient to consumers with signs of sufficient sized lettering to identify the units to the consumers. Stores will submit their proposed sign and device locations to the Commissioner of Behavioral and Community Health for approval. In stores with multiple floors, there shall be at least one scanner conveniently located on each floor of the store. The number of conveniently located scanners shall also be dependent on the store's retail area:

Store's Retail Area:	Scanners:
Under 3,000 sq. ft.	1
Between 3,001 and 10,000 sq. ft.	2
Between 10,001 and 20,000 sq. ft.	3
Between 20,001 and 30,000 sq.ft.	4
Over 30,001 sq. ft.	Minimum of 5 and such additional scanners as the Commissioner may deem appropriate; and

2. Stores must also have a shelf price for each stock keeping item which is visible to the consumer and which are located directly under the item on the shelf on which the item is

displayed; or if the item is not conspicuously visible to the consumer, by a sign or list conspicuously placed at the point of procurement. Failure to display the shelf price for a stock keeping item shall constitute a violation. The Commissioner of Behavioral and Community Health may specify standard shape, typeface, placement and format of shelf prices and may set other requirements to ensure the readability of shelf prices and the ability of consumers to identify which shelf prices applies to each stock keeping item.

3. The store shall not charge any consumer a price for any stock keeping item (SKI) that exceeds the item, shelf, sale or advertised price of the SKI.

4. The store shall make prompt payment to consumers who have been overcharged and shall correct all pricing errors identified by consumers.

5. The store shall post, in a conspicuous place, the refund policy of such retail store in the event of an overcharge.

H. The Commissioner of Behavioral and Community Health may revoke a waiver from item pricing for any of the following reasons:

1. Failure to comply with any provisions of this Local Law;
2. Deliberate overcharging of any consumer;
3. Material misrepresentation in the application for a waiver.

SECTION 4. PENALTIES, INJUNCTIVE RELIEF, SETTLEMENTS

(a) A violation of any provision of this Local Law or of any rule or regulation promulgated hereunder shall be punishable by the payment of a Civil Penalty in the sum of not more than one hundred dollars for each such violation, with a maximum fine of $10,000.00 (TEN THOUSAND DOLLARS) per inspection.
(b) Failure to display the selling price of any stock-keeping unit (SKU) consistent with this act shall be punishable upon proof thereof by payment of a civil penalty in the sum of $100 per violation per SKU with a maximum fine of $10,000.00 (TEN THOUSAND DOLLARS) per inspection.
(c) Whenever any person has engaged in any acts or practices which constitutes repeated or persisted violations of any provision of this Local Law or any rule or regulation promulgated hereunder, the County Attorney, upon the request of the Department of Behavioral and Community Health, Division of Weights and Measures, may commence an action in the name of the County for a restraining order, temporary or permanent injunction or equitable relief.
(d) On finding a violation of the provisions of this Local Law or the rules and regulations promulgated hereunder, the Dutchess County Department of Behavioral and Community Health, Division of Weights and Measures, shall expeditiously cause the same to be corrected to where there is evidence of intent to defraud refer evidence of such violation to the District Attorney of the County for prosecution or in the absence of intent to defraud refer to the attorney for the municipality for commencement of a civil action, in the name of the municipality, to recover a civil penalty in the amounts prescribed. A cause of action for recovery of such penalty may be released, settled or compromised by the municipality attorney, or, thereafter, by such attorney.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ -10,000
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 2017 budget includes revenue associated with the proposed Item Pricing Waiver, in the event that this resolution is not adopted, the Weights and Measures Division of DBCH will continue to fine violators of the item pricing law. The fine revenue is expected to be $10,000 less than the projected revenue associated with the item pricing waiver.

Prepared by: Rachel Kashimer, Budget Office Prepared On: 10/17/2016

Resolution No. 2016 288

Morris, Carolyn

From: Morris, Carolyn on behalf of CountyLegislature
Sent: Monday, December 05, 2016 6:07 AM
To: CountyLegislature
Subject: FW: Please keep supermarket item pricing law

Carolyn Morris

Clerk

Dutchess County Legislature

845.486.2100

From: Doreentig@aol.com [mailto:Doreentig@aol.com]
Sent: Saturday, December 03, 2016 10:53 AM
To: CountyLegislature
Subject: Fwd: Please keep supermarket item pricing law

From: Doreentig@aol.com
To: countylegislators@co.dutchess.ny.us
CC: angelaflesland@yahoo.com
Sent: 12/3/2016 10:51:09 A.M. Eastern Standard Time
ubj: Please keep supermarket item pricing law

It is impossible to remember the price of a shopping cart full of items from the time you take it off the shelf to the time you get to the register. Item pricing has worked all these years to benefit consumers in Dutchess County, there is no need to change it now. Any claim that item pricing is a hidden food tax is simply untrue.

Please keep item pricing law in Dutchess County.

Doreen Tignanelli
29 Colburn Drive
Poughkeepsie NY 12603

Discussion on Resolution No. 2016288 proceeded as follows:

Legislator Amparo moved to amend the foregoing resolution, duly seconded by Legislator Strawinski, to add the following to Section 2(b)

(11) Frozen foods.

Roll call on the foregoing amendment resulted as follows:

AYES: 9 Strawinski, Amparo, Black, Flesland, Brendli, Rieser, Jeter-Jackson, Pulver, Horton

NAYS: 16 Borchert, Miccio, Bolner, Coviello, Forman, Incoronato, Landisi, Metzger, Nesbitt, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

ABSENT: 0

Amendment defeated.

Legislator Amparo moved to amend the foregoing resolution, duly seconded by Legislator Strawinski, to revise Section 3 A. 1. as follows:

1. Store's Square Footage of Retail Area	Waiver Fee
a. 0 to 2,999 sq. ft.	**$ 500.00**
b. 3,000 to 9,999 sq. ft.	**$ 1,500.00**
c. 10,000 to 29,999 sq. ft.	**$ 2,500.00**
d. 30,000 to 59,999 sq. ft.	**$ 3,500.00**
e. 60,000 to 89,999 sq. ft.	**$ 6,000.00**
f. 90,000 or more sq. ft.	**$ 10,000.00**

Roll call on the foregoing amendment resulted as follows:

AYES: 8 Strawinski, Amparo, Tyner, Rieser, Jeter-Jackson, Black, Brendli, Flesland

NAYS: 17 Borchert, Miccio, Bolner, Coviello, Forman, Horton, Incoronato, Landisi, Metzger, Nesbitt, Pulver, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment defeated.

Legislator Amparo moved to amend the foregoing resolution, duly seconded by Legislator Black, to add the following to Section 3B, Section 3C, and Section 3F:

B. Upon receipt of an application and fee as provided in subsection 1 above of this Section, the Commissioner of Behavioral and Community Health **shall cause to be conducted two scanner accuracy inspections of the store for which the application has been submitted. These inspections shall be conducted on two separate days and shall consist of a comparison on the shelf, sale and/or the advertised price of any stock-keeping unit with the computer-assisted checkout system price.**

Add to beginning of Section C: **If considering both inspections together,**

Change Section F: **third inspection**

Roll call on the foregoing amendments resulted as follows:

AYES:	8	Strawinski, Amparo, Tyner, Rieser, Jeter-Jackson, Black, Brendli, Flesland
NAYS:	17	Borchert, Miccio, Bolner, Coviello, Forman, Horton, Incoronato, Landisi, Metzger, Nesbitt, Pulver, Roman, Sagliano, Surman, Thomes, Truitt, Washburn
ABSENT:	0	

Amendment defeated.

Legislator Amparo moved to amend the foregoing resolution, duly seconded by Legislator Black, to add Section 3E as follows:

E. Waivers shall be valid for a period of one year from the date of issuance, at which time the waiver shall expire. Stores must reapply annually for renewal. The waiver fee and inspection shall be required for each annual renewal application, as required for an original waiver application. **Stores must also pay all outstanding penalties imposed in connection with this section at the time of application, if applicable.**

Roll call on the foregoing amendment resulted as follows:

AYES:	13	Strawinski, Amparo, Black, Roman, Flesland, Brendli, Rieser, Jeter-Jackson, Tyner, Landisi, Pulver, Horton, Thomes
NAYS:	12	Borchert, Miccio, Bolner, Coviello, Forman, Incoronato, Metzger, Nesbitt, Sagliano, Surman, Truitt, Washburn

ABSENT: 0

Amendment adopted, but reconsidered and defeated below.

Legislator Amparo moved to amend the foregoing resolution, duly seconded by Legislator Strawinski, to add the following to Section 3G 3:

2. The store shall not charge any consumer a price for any stock keeping item (SKI) that exceeds the item, shelf, sale or advertised price of the SKI, **whichever is less.**

Roll call on the foregoing amendment resulted as follows:

AYES: 8 Strawinski, Amparo, Black, Brendli, Rieser, Jeter-Jackson, Tyner, Horton

NAYS: 17 Borchert, Miccio, Bolner, Coviello, Flesland, Forman, Incoronato, Landisi, Metzger, Nesbitt, Pulver, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment defeated.

Legislator Amparo moved to amend the foregoing resolution, duly seconded by Legislator Strawinski, to add the following to Section 3G 4:

4. The store shall make prompt payment to consumers who have been overcharged and shall correct all pricing errors identified by consumers **at store level within one hour and, if applicable, at their firm, partnership, corporation, or association within 24 hours**

Roll call on the foregoing amendment resulted as follows:

AYES: 7 Strawinski, Amparo, Black, Brendli, Rieser, Jeter-Jackson, Tyner

NAYS: 18 Borchert, Miccio, Bolner, Coviello, Flesland, Forman, Horton, Incoronato, Landisi, Metzger, Nesbitt, Pulver, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment defeated.

Legislator Amparo moved to amend the foregoing resolution, duly seconded by Legislator Strawinski, to add a new Section 3G 6:

6. Store shall assist inspectors with store inspectors. The retail store may make store personnel or hand-held price scanners available to a County Inspector to assist with price accuracy inspections. Inspections of retail stores may be unannounced; provided, however, that the inspector shall notify the store upon arrival

Roll call on the foregoing amendment resulted as follows:

AYES:	10	Strawinski, Amparo, Black, Brendli, Rieser, Jeter-Jackson, Tyner, Surman, Flesland, Horton
NAYS:	15	Borchert, Miccio, Bolner, Coviello, Forman, Incoronato, Landisi, Metzger, Nesbitt, Pulver, Roman, Sagliano, Thomes, Truitt, Washburn
ABSENT:	0	

Amendment defeated.

Legislator Amparo moved to amend the foregoing resolution, duly seconded by Legislator Strawinski, to delete Section 4 (a) and (b) and replace with the following:

~~(a) A violation of any provision of this Local Law or of any rule or regulation promulgated hereunder shall be punishable by the payment of a Civil Penalty in the sum of not more than one hundred dollars for each such violation, with a maximum fine of $10,000.00 (TEN THOUSAND DOLLARS) per inspection.~~

~~(b) Failure to display the selling price of any stock-keeping unit (SKU) consistent with this act shall be punishable upon proof thereof by payment of a civil penalty in the sum of $100 per violation per SKU with a maximum fine of $10,000.00 (TEN THOUSAND DOLLARS) per inspection.~~

a) For failure to clearly, accurately or adequately mark consumer goods as to their selling prices as required by this Local Law, penalties shall not exceed two hundred fifty dollars ($250.00) for each violation, nor exceed a total penalty of $10,000.00 per day.

b) For violations resulting from a computer-assisted checkout system or price lookup function that determines a retail selling price exceeding the lower of any item, shelf, sale or advertised price for any item of consumer goods offered for sale, penalties shall not exceed two hundred fifty dollars ($250.00) for each violation, nor exceed a total penalty of $10,000.00 per day.

Roll call on the foregoing amendment resulted as follows:

AYES:	8	Strawinski, Amparo, Black, Flesland, Brendli, Rieser, Jeter-Jackson, Tyner
NAYS:	17	Borchert, Miccio, Bolner, Coviello, Forman, Horton, Incoronato, Landisi, Metzger, Nesbitt, Pulver, Roman, Sagliano, Surman, Thomes, Truitt, Washburn
ABSENT:	0	

Amendment defeated

Legislator Pulver questioned the previous amendment to Section 3E, issuing a waiver to a store with outstanding penalties, and made a motion to rescind the amendment.

Chairman Borchert referred to Legislative Counsel for the correct language in order to rescind that amendment.

Scott L. Volkman, Legislative Counsel, stated it is a motion to reconsider that amendment, not rescind, it is to reconsider. It is a motion that is contemplated by our Rules. Our Rules specially allow, as does Robert Rules, a member of the prevailing side in a vote on the day of the vote, or the next succeeding meeting, to make a motion to reconsider it, based upon a number of reasons. It can be seconded by anyone and requires a simple majority vote in order to reconsider it. It is debatable.

Legislator Pulver made a motion to reconsider the amendment to Section 3E, duly seconded by Legislator Forman.

Legislator Pulver requested the County Executive to speak regarding waivers.

Legislator Strawinski, duly seconded by Legislator Tyner, called a point of order against the County Executive speaking on the amendment as his involvement being an abuse of power.

Chairman Borchert ruled the motion out of order.

County Executive Molinaro stated that if this local law was adopted no waiver would be provided to a business if there was an outstanding fine or violation.

Legislator Riser requested it on the record to do a six-month or one year review.

Roll call to reconsider the foregoing amendment resulted as follows:

AYES:	17	Borchert, Miccio, Bolner, Coviello, Forman, Horton, Incoronato, Landisi, Metzger, Nesbitt, Pulver, Roman, Sagliano, Surman, Thomes, Truitt, Washburn
NAYS:	8	Strawinski, Amparo, Black, Flesland, Brendli, Riser, Jeter-Jackson, Tyner
ABSENT:	0	

Motion adopted.

Roll call on the Amendment to Section 3E resulted as follows:

AYES:	8	Strawinski, Amparo, Black, Flesland, Brendli, Rieser, Jeter-Jackson, Tyner
NAYS:	17	Borchert, Miccio, Bolner, Coviello, Forman, Horton, Incoronato, Landisi, Metzger, Nesbitt, Pulver, Roman, Sagliano, Surman, Thomes, Truitt, Washburn
ABSENT:	0	

Amendment defeated.

At this time, Chairman Borchert entertained a motion from the floor, which was seconded and carried, for a Democratic Caucus.

At this time, Chairman Borchert entertained a motion from the floor, which was seconded and carried, to resume the regular order of business.

Roll call on the foregoing resolution resulted as follows:

AYES:	17	Borchert, Miccio, Bolner, Coviello, Forman, Incoronato, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn
NAYS:	8	Strawinski, Amparo, Black, Flesland, Brendli, Jeter-Jackson, Tyner, Horton
ABSENT:	0	

Resolution adopted.

The County Executive held a public hearing on the foregoing Local Law on December 28, 2016, and signed it into Law on January 12, 2017. The effective date of the Local Law was _____, 2016.

Government Services and Administration Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (C)		
District 4 - Town of Hyde Park	Black		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

Present: 12
Absent: 0
Vacant: 0

Resolution: ___
Motion: ✓

Total : 12 Yes, 0 No
Abstentions: 0

MS/HB

Motion to suspend Rules to allow public to speak

Motion to return to Regular order of business

12/5/16
2016288

Government Services and Administration Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert*		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*	1	
District 14 - Town of Wappinger	Amparo*	2	
District 1 - Town of Poughkeepsie	Nesbitt		4
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (C)		5
District 4 - Town of Hyde Park	Black	3	
District 10 - City of Poughkeepsie	Jeter-Jackson	4	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		6
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		7
District 24 - Towns of Dover and Union Vale	Surman (VC)		8

Present: 12 **Resolution:** ___ **Total :** 4 (Yes) 8 (No)

Absent: 0 **Motion:** ✓ **Abstentions:** 0

Vacant: 0

MS / HB

"Motion to Table"

defeated

12.5.16

2016288

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*	1	
District 17 - Town and Village of Fishkill	Miccio*	2	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	3	
District 20 - Town of Red Hook	Strawinski*		1
District 14 - Town of Wappinger	Amparo*		2
District 1 - Town of Poughkeepsie	Nesbitt	4	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (C)	5	
District 4 - Town of Hyde Park	Black		3
District 10 - City of Poughkeepsie	Jeter-Jackson		4
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	6	
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	7	
District 24 - Towns of Dover and Union Vale	Surman (VC)	8	

Present: 12 **Resolution:** ✓ **Total :** 8 4

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016288 A LOCAL LAW REQUIRING THE PRICING OF GOODS OFFERED FOR SALE AT RETAIL IN DUTCHESS COUNTY AND REPEALING DUTCHESS COUNTY LOCAL LAW NO. 9 OF 1991 AS AMENDED BY LOCAL LAW NO. 5 of 1994, LOCAL LAW NO. 3 of 1998, LOCAL LAW NO. 6 of 2004, and LOCAL LAW NO. 2 of 2011(Mailed out as Laid on Desks November 22, 2016)

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 9 16

Absent: 0 **Motion:** ✓ Yes No

Vacant: 0 **Abstentions:** 0

Amparo/Strawinski ADD TO SECTION 2(b)

(11) Frozen foods

Amendment defeated.

2016288 Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** __ **Total :** 8 17
Absent: 0 **Motion:** ✓ Yes No
Vacant: 0 **Abstentions:** 0

Amparo/Strawinski REPLACE SECTION 3A(1)

1. Store's Square Footage of Retail Area — Waiver Fee
   - **a. 0 to 2,999 sq. ft. — $ 500.00**
   - **b. 3,000 to 9,999 sq. ft. — $ 1,500.00**
   - **c. 10,000 to 29,999 sq. ft. — $ 2,500.00**
   - **d. 30,000 to 59,999 sq. ft. — $ 3,500.00**
   - **e. 60,000 to 89,999 sq. ft. — $ 6,000.00**
   - **f. 90,000 or more sq. ft. — $ 10,000.00**

Amendment defeated.
2016288

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** _____ **Total :** 8 17

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

Amparo/Black ADD TO SECTION 3B, SECTION 3C, AND SECTION 3F

B. Upon receipt of an application and fee as provided in subsection 1 above of this Section, the Commissioner of Behavioral and Community Health **shall cause to be conducted two scanner accuracy inspections of the store for which the application has been submitted. These inspections shall be conducted on two separate days and shall consist of a comparison on the shelf, sale and/or the advertised price of any stock-keeping unit with the computer-assisted checkout system price.**

Add to beginning of C: **If considering both inspections together,**
Change F: **third inspection**

Amendment defeated.
2016288

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 13 12

Absent: 0 **Motion:** ✓ Yes No

Vacant: 0 **Abstentions:** 0

Amparo/Black ADD TO SECTION 3E

E. Waivers shall be valid for a period of one year from the date of issuance, at which time the waiver shall expire. Stores must reapply annually for renewal. The waiver fee and inspection shall be required for each annual renewal application, as required for an original waiver application. **Stores must also pay all outstanding penalties imposed in connection with this section at the time of application, if applicable.**

Amendment adopted.

2016288 Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 8 (Yes) 17 (No)

Absent: 0 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

Amparo/Strawinski ADD TO SECTION 3G 3

3. The store shall not charge any consumer a price for any stock keeping item (SKI) that exceeds the item, shelf, sale or advertised price of the SKI, **whichever is less.**

Amendment defeated.

2016288 Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 7 18

Absent: 0 **Motion:** ✓ Yes No

Vacant: 0 **Abstentions:** 0

Amparo/Strawinski ADD TO SECTION 3G 4

4. The store shall make prompt payment to consumers who have been overcharged and shall correct all pricing errors identified by consumers **at store level within one hour and, if applicable, at their firm, partnership, corporation, or association within 24 hours**

Amendment defeated.

2016288 Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 10 15

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

Amparo/Strawinski ADD NEW Section 3G 6

6. Store shall assist inspectors with store inspections. The retail store may make store personnel or hand-held price scanners available to a County Inspector to assist with price accuracy inspections. Inspections of retail stores may be unannounced; provided, however, that the inspector shall notify the store upon arrival

Amendment defeated.

2016288 Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 8 (Yes) 17 (No)

Absent: 0 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

Amparo/Strawinski STRIKE SECTION 4 (A) AND (B) AND REPLACE WITH

(a) For failure to clearly, accurately or adequately mark consumer goods as to their selling prices as required by this Local Law, penalties shall not exceed two hundred fifty dollars ($250.00) for each violation, nor exceed a total penalty of $10,000.00 per day.

(b) For violations resulting from a computer-assisted checkout system or price lookup function that determines a retail selling price exceeding the lower of any item, shelf, sale or advertised price for any item of consumer goods offered for sale, penalties shall not exceed two hundred fifty dollars ($250.00) for each violation, nor exceed a total penalty of $10,000.00 per day.

Amendment defeated.

2016288

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 17 (Yes) 8 (No)

Absent: 0 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

Pulver/Forman – MOTION TO RECONSIDER AMENDMENT TO SECTION 3E

2016288 Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 8 (Yes) 17 (No)

Absent: 0 **Motion:** ✓

Vacant: 6 **Abstentions:** 6

RECONSIDERATION OF AMENDMENT TO SECTION 3E

2016288 Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 17 8

Absent: 0 **Motion:** 1 Yes No

Vacant: 0 **Abstentions:** 0

2016288 A LOCAL LAW REQUIRING THE PRICING OF GOODS OFFERED FOR SALE AT RETAIL IN DUTCHESS COUNTY AND REPEALING DUTCHESS COUNTY LOCAL LAW NO. 9 OF 1991 AS AMENDED BY LOCAL LAW NO. 5 of 1994, LOCAL LAW NO. 3 OF 1998, LOCAL LAW NO. 6 OF 2004, AND LOCAL LAW NO. 2 OF 2011

Date: December 8, 2016

Government Services & Administration

PULLED BY SPONSOR 12/2/2016

RESOLUTION NO. 2016289

RE: CALLING FOR AN INCREASE IN SHARE OF REVENUE COUNTIES RETAIN FOR PROVIDING STATE DMV SERVICES

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

WHEREAS, New York State County Clerks play a historic and important rule as public servants, and

WHEREAS, the Office of the County Clerk, as well as the offices of the Sheriff and the District Attorney, was created under the New York State Constitution, and

WHEREAS, over 240 years later, the role of the County Clerk as the chief record and filing officer for the county have remained consistent, but their duties have grown much more complex with changes in population, technology, and the state's laws, policies and regulations, and

WHEREAS, today 51 of the 62 New York Counties are mandated by the State of New York ("State") to operate a local Department of Motor Vehicles (DMV) Office, and

WHEREAS, this local DMV operation is one of the many examples of shared services that counties provide for the State; and

WHEREAS, under current law the State takes 87.3 percent of all fees collected from the work performed by the county operated DMVs and

WHEREAS, the remaining 12.7 percent county share has not been increased since 1999, yet the amount of work required by the local DMV offices has increased in that same time period, and

WHEREAS, the Governor and the State Legislature have repeatedly stated that lowering the property tax burden on local residents is a key priority, and

WHEREAS, increasing the county DMV revenue sharing rate with the State will not result in any increased costs or fees to local residents or taxpayers and will provide counties with needed revenue to continue to provide necessary local government services; and

WHEREAS, the current funding formula whereby the State retains 87.3 percent of the revenue generated from the services provided by the county DMVs to state residents does not adequately compensate counties for the costs associated with the delivery of the DMV services, and

WHEREAS, the State Senate recognized this inequity placed on counties and attempted to reduce the burden of local property taxpayers by overwhelmingly passing Senator Richie's bill S.4964, which would raise the 12.7 percent county share up to a 25 percent share, and

WHEREAS, the counties recognize the important function of the state DMV in providing both support to counties and resident services; accordingly, any loss in state DMV operational budget that occurs from an increased county revenue should be made whole through the State General Fund, now therefore be it

RESOLVED, that the County of Dutchess calls on Governor Andrew M. Cuomo and members of the State Legislature to raise the 12.7 percent County share up to a 25 percent share, and be it further

RESOLVED, that the Clerk of this Legislature shall forward copies of this Resolution to Governor Andrew M. Cuomo, the New York State Legislature and all others deemed necessary and proper.

CA-148-16
CAB/kvh/G-0130-A
10/13/16
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 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.~~

~~IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.~~

~~CAROLYN MORRIS, CLERK OF THE LEGISLATURE~~

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ _____

Total Current Year Revenue $ 1,970,000

and Source
A.1410.13.12550.05 - Clerk Fees - Motor Vehicle Fees

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 current 12.7% county share of DMV fee revenue is projected result in over $2 million of revenue for 2017. Increasing the County share to 25% of DMV fee revenue collected, would result in a projected increase of $1.97 million in revenue for 2017.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 10/20/2016

S04964 Text:

STATE OF NEW YORK

4964--B

2015-2016 Regular Sessions

IN SENATE

April 24, 2015

Introduced by Sens. RITCHIE, MARCHIONE, ORTT, SERINO -- read twice and ordered printed, and when printed to be committed to the Committee on Transportation -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- recommitted to the Committee on Transportation in accordance with Senate Rule 6, sec. 8 -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the vehicle and traffic law, in relation to increasing the retention percentage collected for certain motor vehicle service fees

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

Section 1. Subdivisions 3 and 3-a of section 205 of the vehicle and traffic law, subdivision 3 as amended by section 3 of part G of chapter 59 of the laws of 2008 and subdivision 3-a as added by section 1 of part F of chapter 58 of the laws of 2012, are amended to read as follows:

3. Each such county clerk shall retain from fees collected for any motor vehicle related service described in subdivision one of this section processed by such county clerk an amount based on a percentage of gross receipts collected. For purposes of this section, the term "gross receipts" shall include all fines, fees and penalties collected pursuant to this chapter by a county clerk acting as agent of the commissioner, but shall not include any state or local sales or compensating use taxes imposed under or pursuant to the authority of articles twenty-eight and twenty-nine of the tax law and collected by such clerk on behalf of the commissioner of taxation and finance. The retention percentage shall be [~~12.7~~] twenty-five percent and shall take effect [~~April~~] January first, [~~nineteen hundred ninety-nine~~] two thousand seventeen; provided, however, the retention percentage shall be [~~thirty~~] sixty percent of the thirty dollar fee established in paragraph (e) of

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD10317-04-6

subdivision two of section four hundred ninety-one and paragraph f-one of subdivision two of section five hundred three of this chapter.

3-a. In addition to the fees retained pursuant to subdivision three of this section, each county clerk acting as the agent of the commissioner pursuant to subdivision one of this section shall retain [~~four~~] **eight** percent of "enhanced internet and electronic partner revenue" collected by the commissioner. For the purposes of this subdivision, "enhanced internet and electronic partner revenue" shall mean the amount of gross receipts attributable to all transactions conducted on the internet by residents of such county and by designated partners of the department on behalf of such residents for the current calendar year that exceeds the amount of such revenue collected by the commissioner during calendar year two thousand eleven. The commissioner shall certify the amounts to be retained by each county clerk pursuant to this subdivision. [~~Provided, however, that if the aggregate amount of fees retained by county clerks pursuant to this subdivision in calendar years two thousand twelve and two thousand thirteen combined exceeds eighty-eight million five hundred thousand dollars, then the percentage of fees to be retained thereafter shall be reduced to a percentage that, if applied to the fees collected during calendar years two thousand twelve and two thousand thirteen combined, would have resulted in an aggregate retention of eighty-eight million five hundred thousand dollars or 2.5 percent of enhanced internet and electronic partner revenue, whichever is higher. If the aggregate amount of fees retained by county clerks pursuant to this subdivision in calendar years two thousand twelve and two thousand thirteen combined is less than eighty-eight million five hundred thousand dollars, then the percentage of fees to be retained thereafter shall be increased to a percentage that, if applied to the fees collected during calendar years two thousand twelve and two thousand thirteen combined, would have resulted in an aggregate retention of eighty-eight million five hundred thousand dollars, or six percent of enhanced internet and electronic partner revenue, whichever is less. On and after April first, two thousand sixteen, the percent of enhanced internet and electronic partner revenue to be retained by county clerks shall be the average of the annual percentages that were in effect between April first, two thousand twelve and March thirty-first, two thousand sixteen.~~]

§ 2. This act shall take effect on the first of January next succeeding the date on which it shall have become a law.

RESOLUTION NO. 2016290

RE: AUTHORIZING THE DEPARTMENT OF CENTRAL AND INFORMATION SERVICES, DIVISION OF CENTRAL SERVICES, TO PROVIDE CENTRAL PURCHASING SERVICES TO LOCAL GOVERNMENTS IN ACCORDANCE WITH SECTION 3.01 OF THE DUTCHESS COUNTY ADMINISTRATIVE CODE

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

WHEREAS, Section 3.01(g) of the Dutchess County Administrative Code authorizes the County Executive, or his designee, to "upon the request of any city, town, village, school district or other unit of local government, provide central purchasing services for all or part of its purchases, upon such conditions as may be prescribed by the County Legislature", and

WHEREAS, Dutchess County has received requests from other local governments within Dutchess County, including the City of Poughkeepsie, for assistance with central purchasing services, and

WHEREAS, Dutchess County wishes to assist other local governments with central purchasing services, and

WHEREAS, no conditions have yet been prescribed by the County Legislature about this process as defined in Section 3.01(g) of the Code, now therefore, be it

RESOLVED, that if local governments wish to request central purchasing assistance, such request shall be submitted in writing to the County Executive, or his designee, by an officer of the city, town, village, school district or other unit of local government with authority to bind it in contract, and such request shall specify the specific nature of the assistance, and the date(s) assistance is requested, and be it further

RESOLVED, that local governments are hereby authorized to request assistance with the following: assisting them with writing requests for bids and proposals, posting their prepared requests for bids and proposals in newspapers and on the internet, and assisting with evaluating vendors' bids and proposals to assure they meet the specifications, and be it further

RESOLVED, that Dutchess County shall not actually purchase goods or services on behalf of other units of local government but will only offer the assistance specified above, and be it further

RESOLVED, that depending on the nature and extent of the request, the County Executive, or his designee is authorized to enter into a shared services contract with the city, town, village, school district or other unit of local government for central purchasing services pursuant to New York State General Municipal Law 119-o in a form substantially similar to the contract attached as Exhibit "A."

CA-176-16
CEN/kvh/sjm/G-0191-B
11/14/16
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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: Chris Barclay Prepared On: October 6, 2016

Dul.pdf

Exhibit "A"

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and_____, a municipal corporation, whose address is _____ (hereinafter referred to as the "____").

WITNESSETH:

WHEREAS, Section 3.01(g) of the Dutchess County Administrative Code permits the County Executive, or his designee, to "upon the request of any city, town, village, school district or other unit of local government, provide central purchasing services for all or part of its purchases, upon such conditions as may be prescribed by the County Legislature", and

WHEREAS, by Resolution No. ___, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into a shared services contract with any city, town, village, school district or other unit of local government who requested that the County assist it with certain central purchasing services, and

WHEREAS, by Resolution No. _____, the Dutchess County Legislature has prescribed conditions under which Dutchess County can provide central purchasing services to other units of local government, in that Dutchess County is permitted to: (1) write and prepare request for bids and proposals, (2) post prepared requests for bids and proposals in newspapers on the internet, and (3) evaluate vendors' bids and proposals to assure they meet specifications, and

WHEREAS, the (UNIT OF LOCAL GOVERNMENT) has requested that the County of Dutchess assist it with central purchasing services, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as a county outside the City of New York, a town, a village, a board of cooperative educational services, fire district, or a school district, and defines a "municipal district" as a county or town improvement district, among other things, and

WHEREAS, this Agreement is intended to be used for municipal corporations and municipal districts who have requested assistance from the County with central purchasing services,

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County agrees to furnish (UNIT OF LOCAL GOVERNMENT) with central purchasing services as follows (Check one or more):

(1) write and prepare request for bids and proposals,
(2) post prepared requests for bids and proposals in newspapers on the internet, and
(3) evaluate vendors' bids and proposals to assure they meet specifications

2. TERM OF AGREEMENT. This Agreement shall be effective _____, 20__ and shall terminate on _____, 20___, unless otherwise terminated as set forth herein.

3. PAYMENT. As full and complete consideration for the services so rendered, the _____ shall pay a total sum not to exceed _____ THOUSAND and 00/100 ($_____,000.00) DOLLARS, per the attached 20xx Administrative Fee Schedule.

4. LIABILITY.

(a) County: The County shall assume liability for, defend against, and secure the (UNIT OF LOCAL GOVERNMENT) from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the County and arising out of the performance of this Agreement. The County maintains general liability insurance and shall name the (UNIT OF LOCAL GOVERNMENT) as additional insured on such policies for the services provided under this Agreement.
(b) The (UNIT OF LOCAL GOVERNMENT) shall assume liability for, defend against, and exempt the County from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the (UNIT OF LOCAL GOVERNMENT), its employees, servants or agents.

5. PERSONNEL.

(a) Employee Status: For purposes of this Agreement only, all persons employed by the County in providing central purchasing services to the (UNIT OF LOCAL GOVERNMENT) shall be County officers or employees, and they shall not have any benefit, status or right of (UNIT OF LOCAL GOVERNMENT) employment.
(b) Payment: The (UNIT OF LOCAL GOVERNMENT) shall not be liable for the direct payments of salaries, wages or other compensation to County officers or employees providing central purchasing services to the (UNIT OF LOCAL GOVERNMENT) under this Agreement.
(c) All County employees performing services under this Agreement shall be deemed employees of the County for purposes of the Workers' Compensation Law and the (UNIT OF LOCAL GOVERNMENT) shall not be responsible for the payment of any benefits thereunder.

6. NON-ASSIGNMENT. (a) This Agreement may not be assigned by the (UNIT OF LOCAL GOVERNMENT) nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

7. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the (UNIT OF LOCAL GOVERNMENT) of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the (UNIT OF LOCAL GOVERNMENT) of termination with cause.

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

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

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

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

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

13. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

14. 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 on the ___ day of _____, 20___.

APPROVED AS TO FORM:

_____
County Attorney's Office

APPROVED AS TO CONTENT:

_____

ACCEPTED: COUNTY OF DUTCHESS

BY: _____
Marcus J. Molinaro
County Executive

(UNIT OF LOCAL GOVERNMENT)

BY: _____

Print Name_____
Title _____

Government Services and Administration Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert*	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (C)		
District 4 - Town of Hyde Park	Black		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman (VC)		

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

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016290 AUTHORIZING THE DEPARTMENT OF CENTRAL AND INFORMATION SERVICES, DIVISION OF CENTRAL SERVICES, TO PROVIDE CENTRAL PURCHASING SERVICES TO LOCAL GOVERNMENTS IN ACCORDANCE WITH SECTION 3.01 OF THE DUTCHESS COUNTY ADMINISTRATIVE CODE

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016290 AUTHORIZING THE DEPARTMENT OF CENTRAL AND INFORMATION SERVICES, DIVISION OF CENTRAL SERVICES, TO PROVIDE CENTRAL PURCHASING SERVICES TO LOCAL GOVERNMENTS IN ACCORDANCE WITH SECTION 3.01 OF THE DUTCHESS COUNTY ADMINISTRATIVE CODE

Date: December 8 , 2016

Government Services & Administration

DEFEATED IN COMMITTEE 12/5/16

RESOLUTION NO. 2016291

RE: REQUESTING THE STATE LIQUOR AUTHORITY TO CHANGE THE HOURS OF RESTRICTIONS ON SALES OF ALCOHOLIC BEVERAGES BY WINE AND LIQUOR STORES WITHIN DUTCHESS COUNTY

Legislators FORMAN, MICCIO, INCORONATO, and LANDISI offer the following and move its adoption:

WHEREAS, the New York State Liquor Authority limits the hours for retail sale of wine and liquor in Dutchess County from 9 a.m. to 10 a.m. on New Year's, Memorial, Independence, Labor and Thanksgiving day; and

WHEREAS, the New York State Liquor Authority also limits the hours for retail sale of wine and liquor in Dutchess County from 9 a.m. to 10 p.m. the day before Thanksgiving, December 18th – 24th and New Year's Eve; and

WHEREAS, the New York State Liquor Authority also limits the hours for retail sale of wine and liquor in Dutchess County from 9 a.m. to 7 p.m. on weekdays; and

WHEREAS, it is desirable for consumers and retailers to permit the sale of wine and liquor for off-premises consumption on New Year's, Memorial, Independence, Labor and Thanksgiving days from 9 a.m. to 9 p.m. the day before Thanksgiving, December 18th - 24th and New Year's Eve from 9 a.m. to 9 p.m. and weekdays from 9 a.m. to 9 p.m.; and

WHEREAS, Section 17 of the New York State Alcohol Beverage Control Law empowers the New York State Liquor Authority, upon the request of a County legislative body, to change the business hours for sale of wine and liquor for off-premises consumption within the confines of State limitations, after notice and a hearing; now, therefore, let it be

RESOLVED, that pursuant to Section 17 of the New York State Alcohol Beverage Control Law the Dutchess County Legislature hereby requests that the New York State Liquor Authority change Dutchess County's restriction on sales of alcoholic beverages for off-premises consumption on New Year's, Memorial, Independence, Labor and Thanksgiving days, the day before Thanksgiving, December 18th – 24th and New Year's Eve to permit their sale from 9 a.m. to 9 p.m. and on weekdays from 9 a.m. to 9 p.m.; and be further

RESOLVED, that the Clerk of the Legislature is directed to forward certified copies of this resolution to the New York State Liquor Authority so that notice be given and a hearing on this request be held within the County.

~~STATE OF NEW YORK~~

~~ss:~~

~~COUNTY OF DUTCHESS~~

~~This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.~~

~~IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.~~

~~CAROLYN MORRIS, CLERK OF THE LEGISLATURE~~

Those Opposed to Res No. 2016291 REQUESTING THE STATE LIQUOR AUTHORITY TO CHANGE THE HOURS OF RESTRICTIONS ON SALES OF ALCOHOLIC BEVERAGES BY WINE AND LIQUOR STORES WITHIN DUTCHESS COUNTY

Name	Business/Business Address	Phone Number
Ronald Hansen	Astor Wine & Liquor 6815 Albany Post Rd, Rhinebeck, NY 12572	845-876-8444

Ben's email

Goult

Landisi

Forman

Miccio

Truitt

Coviello

CITY OF BEACON
CITY COUNCIL

RESOLUTION NO. 42 OF 2015

RESOLUTION CALLING UPON THE DUTCHESS COUNTY BOARD OF LEGISLATORS TO EXPAND THE HOURS THAT LIQUOR STORES IN DUTCHESS COUNTY OPERATE

WHEREAS, the New York State Alcohol Beverage Control Law establishes the maximum hours upon which a liquor store may remain open as being on Sundays between 12:00 noon and 9:00 p.m. and all other days of the week between 8:00 a.m. and 12:00 midnight, subject to further restrictions on the hours of operation by the County; and

WHEREAS, Dutchess County allows liquor stores to remain open on Sundays from 12:00 noon to 9:00 p.m. and on all other days from 9:00 a.m. to 7:00 p.m.; and

WHEREAS, the City of Beacon recognizes that requiring liquor stores to close at 7:00 p.m. is an unfair restriction on businesses which prevents our residents and visitors from shopping at a liquor store in Beacon when, for example, they arrive home from work or at hours after residents or visitors have had dinner; and

WHEREAS, the City Council recognizes that City residents and visitors to the City are inconvenienced by the early hours that liquor stores are required to close and that liquor stores in the adjoining Counties of Putnam and Orange are permitted to remain open until midnight on all days other than Sundays and that given the proximity of Orange and Putnam County to the City, Beacon residents travel to liquor stores in the adjoining Counties as they offer more convenience, to the detriment of the Beacon business community and City residents.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Beacon hereby requests the Dutchess County Board of Legislators recognize the current County liquor store closing hours create an inconvenience to County residents, visitors to the County and it is also detrimental to the business owners and taxpayers, as it forces dollars that would otherwise be spent in Dutchess County to be spent elsewhere and that therefore, the hours of operation for liquor stores on Monday through Saturday be permitted to be from 9:00 a.m. to 10:00 p.m.

Morris, Carolyn

From: Joel Tyner [joeltyner@earthlink.net]
ent: Monday, December 05, 2016 12:33 PM
To: CountyLegislature
Cc: County Legislators
Subject: Re: Extended Liquor Store hours

the wine and liquor small businesses in Rhinebeck have also let me know in no uncertain terms that they too oppose hours extension

Sent from my iPhone

On Dec 5, 2016, at 11:28 AM, CountyLegislature <CountyLegislature@dutchessny.gov> wrote:

Carolyn Morris
Clerk
Dutchess County Legislature
845.486.2100

From: pjdantoni@aol.com [mailto:pjdantoni@aol.com]
Sent: Monday, December 05, 2016 11:13 AM
To: CountyLegislature
Subject: Extended Liquor Store hours

To the Members of the Government Services and Administration Committee,

I am the owner of Poughkeepsie Wine & Liquor, Inc. , located at 701 Main Street, Poughkeepsie, NY 12533, and I want it to be known that I am against the extension of hours that we can be open in Dutchess County. We are a small business with a limited number employees who work long hours already and who need some time with there families, especially on holidays and after work. Staying open later in the evening could also be a danger to our safety since we are small independent stores.

I hope the Dutchess County Legislature turns down this resolution.

Sincerely,

Peter D'Antoni

Morris, Carolyn

From: Crossroads Wine & Spirit [crossroadswineandspirit@gmail.com]
ent: Tuesday, August 19, 2014 4:55 PM
To: miyoshi@nysenate.gov; countyexec; CountyLegislature
Subject: Dutchess County Liquor Laws

To whom it may concern,
Hello, my name is Stan Kotlyar and I have just recently opened up a wine and spirit store in the Shoprite plaza in Fishkill, New York. I have over 22 years of experience in the wine business and have opened and operated stores in Westchester, Nassau and Rockland counties. In every location there is always a learning curve when it comes to understanding our customers and the laws that govern wine and spirit sales. The people of Dutchess county have been incredibly friendly, knowledgeable and supportive of the many local businesses in and around Fishkill. The only impediment thus far, and one that is echoed daily by our customers, is the 7pm deadline for wine sales in Dutchess County.The reasons behind this seem to be a belief that crime will increase with longer business hours and that some of the more complacent retailers oppose any repeal.
While well intentioned, the results as relayed to me by the people of Dutchess is that the sales of wine along with the tax revenue from those sales are not suppressed but simply displaced across the river to Orange county. While it is a boom for their businesses and the local municipalities to which they pay taxes, it is a huge inconvenience to our patrons and a loss for our town and county. There are also a lot of middle class and upper class people who live in Dutchess but commute over an hour away for work and can't possibly make it to our business in time. It has been my experience that customers will try and group their shopping in a single destination. Therefore if the consumer is forced to frequent a shopping center in another county for wine, then every additional dollar spent in the adjacent businesses is a loss for our own. Every day the bulk of our sales come from the last few hours we're allowed to stay open and each day we turn away customers and sales from our doors.
There may be some opposition from other retailers on this issue but from experience I would like to relay to you some of the immediate changes that could result from a repeal. First thing I will have to do is hire more people! Given the hours of operation, I offer one full-time and one part-time position. If we were allowed to stay open later I can safely say that I would need at least two full time employees along and two part time employees. More as the holidays draw near and as my business grows.
I partly understand why there may be some hesitation to any revaluation of the status quo. And yet, based on the information/complaints I receive daily from our community. And from the years of hard earned experience in the wine industry. I honestly believe a repeal will only bring about added prosperity for all.

:ncerely,
ɔtan Kotlyar

--
Enjoy! Cheers!

Crossroads Wine and Spirit
738 Route 9 (Shoprite Plaza)
Fishkill, NY 12524
845-202-7411
Facebook: crossroadswineandspirit
To Unsubscribe from these emails, please reply to this email with Remove My Email in the subject line

Morris, Carolyn

From: Traudt, Benjamin
Sent: Wednesday, July 13, 2016 4:50 PM
To: Borchert, Dale; Miccio, James J.; Bolner, Donna; Coviello, Marc; Flesland, Angela; Forman, John; Horton, Marge; Incoronato, Joseph; Landisi, Jerry; Metzger, John D.; Nesbitt, Ellen; Pulver, Gregg; Roman, Kenneth; Sagliano, Don; Surman, Alan; Thomes, John; Truitt, Will; Washburn, Sandy
Cc: Morris, Carolyn
Subject: Liquor Law

Hello Everyone,

I am just writing to follow up on a question that came up in caucus the other night as to whether or not it was still the law in New York State that the owner of a liquor store had to be present during all hours of operation of the store. I spoke with Michael Smith from the New York State Liquor Authority and he confirmed to me that this is still the case. In order to work at a liquor store, an employee must be 18 years of age and must work in the physical presence of the licensee. If you have any further questions please let me know.

Ben

Background to Res 2016291

12/2/2016

Dale L. Borchert, Chairman
Dutchess County Legislature
22 Market Street
Poughkeepsie, New York 12601

RE: Proposed Resolution No. 2016291

Dear Chairman Borcher:

We, the undersigned Dutchess County liquor store owners, are aware of the proposed Resolution No. 2016291 to allow liquor stores to remain open for extended hours and on holidays. We are adamantly opposed to this proposal for a number of reasons:

First, extended hours and holidays have been tried in the past, and proved to be a failure. We did not experience any new revenue by staying open for extended hours.

Second, staying open for extended hours and holidays is a burden not of benefit. It is difficult to find reliable employees in the first place, let alone individuals who are willing to work late hours and on holidays. Moreover, we, the owners, are required by the New York State Liquor Authority to be on premises during business hours. Many of us have been in business for a long time, and do not wish to burden ourselves by working late and working on holidays.

Third, when extended hours was attempted in the past, we found that those customers coming in were undesirable. Most working people who are our main source of business, are home by 7:00 p.m. Those shoppers coming in late we find to be more likely a problem for neighborhood safety. We expect that law enforcement authorities would support our position in this regard.

We respectfully request that you vote "No" on the proposed Resolution #___ and support us small business owners in our effort to maintain quality of life in our respective neighborhoods.

Very truly yours,

Arlington Wine + Liquor
Terris Wine & Spirits
Cotters Wines & Liquor
South Side Wine + Spirits
VILLAGE WINE & SPIRITS

Terri Decallo
Dave Cotter Thomas
R Hall

{00025451 1}

Background 20166291

Dawn

From: "Dawn" <cotterswl@verizon.net>
To: <countylegislature@dutchess.gov>
Sent: Friday, December 02, 2016 2:43 PM
Subject: LIQUOR STORE HOURS

As the owner of Cotter's Wine & Liquor Store I am opposed to opening on New Year's, Memorial, Independence, Labor and Thanksgiving days. People plan for holiday party's. Those days are our holidays too and we want to spend them with OUR families.

I am also opposed to extended hours year round. They do NOT equate to increased income but rather to increased EXPENSES.

Before proposing any such legislation a poll of ALL liquor stores should have been taken.

Dawn Cotter-Groves, President
Cotter's Wine & Liquor Store

Morris, Carolyn

From: pjdantoni@aol.com
Sent: Monday, December 05, 2016 11:13 AM
To: CountyLegislature
Subject: Extended Liquor Store hours

To the Members of the Government Services and Administration Committee,

I am the owner of Poughkeepsie Wine & Liquor, Inc. , located at 701 Main Street, Poughkeepsie, NY 12533, and I want it to be known that I am against the extension of hours that we can be open in Dutchess County. We are a small business with a limited number employees who work long hours already and who need some time with there families, especially on holidays and after work. Staying open later in the evening could also be a danger to our safety since we are small independent stores.

I hope the Dutchess County Legislature turns down this resolution.

Sincerely,

Peter D'Antoni

Background
2016291

JEAN A.MCARTHUR
MCARTHUR'S WINES & LIQUORS,INC.
870 VIOLET AVENUE- STE 3
HYDE PARK,NY 12538

December 4, 2016

Dear Chairman Borchert and County Legislators:

I am writing to express my concern about extending the hours for liquor stores. I am opposed to the extended hours for many reasons: We are a small mom and pop operation with very limited help, most days I run the store by myself. I am concerned about the safety risks of being alone in the store after 7PM or having one of my helpers alone after 7 PM. I do not believe extended hours will increase business it will just spread business out and will increase our expenses and overhead while putting us in great danger as well as increased risk for theft and robbery. I am in a plaza that most of the businesses close by 7PM. I am asking you to consider the safety risks of small businesses and ask that you vote no on this issue. Without going into a lot of detail a few years ago I stayed open past 7PM during the holiday season and the extended hours we are permitted and had an individual come into the store with three stolen credit cards lucky for me a friend had stopped by, this was a very scary situation and an example of what later hours will bring. Thank you for your time and consideration.

Sincerely,

Jean McArthur
Co owner of McArthur's Wines & Liquors,Inc.

Morris, Carolyn

From: Forman, John
Sent: Wednesday, October 12, 2016 10:16 AM
To: Volkman, Scott
Cc: Morris, Carolyn
Subject: Dutchess County: Liquor stores, hours of operation
Attachments: Dutchess.PNG; ULSTER.png; ORANGE.PNG; Putnam.PNG; COLUMBIA.PNG; ENTIRE STATE OF CONNECTICUT.docx

Hello Scott (and Carolyn):

I have 4 Co-Sponsors, requesting the NYS Liquor Authority to amend the hours of operation for OFF PREMISES PACKAGE LIQUOR STORES, located in Dutchess County:

Forman
Landisi
Miccio
Incoronato

I have attached for you the hours of operation for neighboring counties. As you will see, the hours our liquor stores are allowed to be open is not competitive with our neighboring counties. Dutchess County has the strictest, and least business-friendly hours in the entire state of New York!

The attachments for each county come directly from the NYS Liquor Authority website. As far as CT goes, I called a liquor store in CT and was told the entire state of CT has the same hours of operation.

CHANGES TO DUTCHESS COUNTY:

* Weekdays CLOSED FROM **9:00PM** to 9:00AM
* Sundays NO CHANGE
* Christmas Day NO CHANGE

*** LAST TWO COLUMNS ARE TO BE DELETED AS WELL**

Thank you!!

Any questions, please CALL ME 845-596-5956 I am NOT going to be in the office Thursday 10/13 or Friday 10/14...I will NOT have access to my county e-mail until Monday 10/17.

John Forman

Government Services and Administration Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert*		1
District 17 - Town and Village of Fishkill	Miccio*	1	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		2
District 20 - Town of Red Hook	Strawinski*		3
District 14 - Town of Wappinger	Amparo*		4
District 1 - Town of Poughkeepsie	Nesbitt		5
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (C)		6
District 4 - Town of Hyde Park	Black		7
District 10 - City of Poughkeepsie	Jeter-Jackson		8
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		9
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		10
District 24 - Towns of Dover and Union Vale	Surman (VC)	2	

Present: 12
Absent: 0
Vacant: 0

Resolution: ✓
Motion: ___

Total : 2 (Yes) 10 (No)
Abstentions: 0

Defeated

2016291 REQUESTING THE STATE LIQUOR AUTHORITY TO CHANGE THE HOURS OF RESTRICTIONS ON SALES OF ALCOHOLIC BEVERAGES BY WINE AND LIQUOR STORES WITHIN DUTCHESS COUNTY

Date: December 5, 2016

Budget, Finance, & Personnel

RESOLUTION NO. 2016292

RE: REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO EXTEND THE SALES TAX RATE CONTINUATION OF 3% TO 3 3/4% WITH SUCH ¾ OF 1% TO BE USED FOR COUNTY PURPOSES

Legislators BORCHERT, FLESLAND, INCORONATO, and SAGLIANO offer the following and moves its adoption:

WHEREAS, Dutchess County by authority of Chapter 8 of the Laws of 2003, increased the sales tax rate for the period beginning March 1, 2003 and ending November 30, 2005, from 3% to 3 ¾% with such additional ¾ of 1% to be used for County purposes, and

WHEREAS, thereafter, the County's authority to impose such sales tax increase was extended, most recently by Chapter 215 of the 2015 Laws of the State of New York , through November 30, 2017, and

WHEREAS, pursuant to such enabling legislation, Dutchess County adopted implementing resolutions imposing that continuation in the sales tax rate from 3% to 3 ¾%, most recently by Resolution 2015109, through November 30, 2017, and

WHEREAS, New York State imposed financial mandates, which severely strain County resources and are likely to continue to do so into the foreseeable future, and

WHEREAS, the County is required by law to fund the State imposed financial mandates, and

WHEREAS, because of those mandates and the current state of the economy, it is necessary for the County to maintain its sources of revenue so it can continue to pay for those State mandates and continue to provide other important County services, and

WHEREAS, County services such as road maintenance, public health services and law enforcement are important to the well-being of all people who live in, visit or travel through Dutchess County, and

WHEREAS, it is the determination of this Legislature that it is necessary that the sales tax rate continuation of 3% to 3 ¾% with such additional ¾% of 1% to be used for County purposes be extended for an additional period commencing November 30, 2017, and continuing for a period of time not to exceed November 30, 2019, now therefore, be it

RESOLVED, that the County of Dutchess hereby requests the New York State Legislature and Governor adopt Legislation to permit Dutchess County to extend the increased

sale tax rate as previously authorized from 3% to 3 ¾% with such additional ¾ of 1% to be used for County purposes be extended for an additional period commencing November 30, 2017, and continuing for a period of time not to exceed November 30, 2019, and be it further

RESOLVED, that the Chairman of the Dutchess County Legislature forward a certified copy of this resolution to Governor Andrew M. Cuomo, Senators Sue Serino and Terrance P. Murphy, Assembly Members Frank Skartados, Didi Barrett, Kevin A. Cahill, and Kieran Michael Lalor, requesting Home Rule Legislation which will permit Dutchess County to continue the sales tax rate from 3% to 3 ¾% with such additional ¾ of 1% to be used for County purposes as otherwise set forth above.

CA-147-16 (2)
CEN/kvh/G-0847
10/12/16
Fiscal Impact attached

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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 $ 36,677,000

A.1331.11100 Sales Tax

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 requests home rule legislation to authorize the continuation of the the county sales tax rate at 3 3/4% instead of 3%. Sales tax revenue is critical to fund core county programming and provide revenue to municipalities. This 3/4 of 1% represents an annual impact of $36,677,000. The loss of these funds would be devastating for both the county and local municipalities.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 10/20/2016

Dut.pdf

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12 **Resolution:** ✓ **Total :** 11 (Yes) 1 (No)

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016292 REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO EXTEND THE SALES TAX RATE CONTINUATION OF 3% TO 3 3/4% WITH SUCH ¾ OF 1% TO BE USED FOR COUNTY PURPOSES

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 24 1

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016292 REQUESTING HOME RULE LEGISLATION IN THE NEW YORK STATE LEGISLATURE AUTHORIZING DUTCHESS COUNTY TO EXTEND THE SALES TAX RATE CONTINUATION OF 3% TO 3 3/4% WITH SUCH ¾ OF 1% TO BE USED FOR COUNTY PURPOSES

Date: December 8 , 2016

Budget, Finance, & Personnel

RESOLUTION NO. 2016293

RE: AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO GENERAL CONTINGENCY

Legislators FLESLAND, INCORONATO, SAGLIANO and TRUITT offer the following and move its adoption:

WHEREAS, currently there is, before this Legislature, a companion capital project bond resolution to authorize the construction of the "Aviation Maintenance and Education Center" at the Dutchess County Airport, and

WHEREAS, the contingency fund needs to be replenished due to the aforementioned capital project, and

WHEREAS, it is now necessary to amend the 2016 Adopted County Budget to replenish the General Contingency Account, now therefore, be it

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

APPROPRIATIONS

Increase

A.1990.4007	General Contingency	$2,250,000

REVENUES

Increase

A.9998.95990	Appropriated Fund Balance	$2,250,000

CA-169-16
kvh/G-0145-B
10/27/16
Fiscal Impact: See attached statement

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 2,250,000

Total Current Year Revenue $ _____
and Source
A.9998.95990 Appropriated Fund Balance

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

Identify Line Items(s):
A.1990.4007

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $2,250,000
Over Five Years: _____

Additional Comments/Explanation:
An appropriation of fund balance is necessary to provide additional contingency funding to contribute $2,250,000 from the capital set aside for the design and construction of the Aviation Maintenance and Education Center at the Airport.

Prepared by: Rachel Kashimer, Budget Office Prepared On: 10/26/2016

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12 **Resolution:** ✓ **Total :** 12 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016293 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO GENERAL CONTINGENCY

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016293 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO GENERAL CONTINGENCY

Date: December 8 , 2016

Budget, Finance, & Personnel

RESOLUTION NO. 2016294

RE: AUTHORIZING PAYMENT OF 2015 UNENCUMBERED VOUCHERS FROM 2016 FUNDS – HUMAN RESOURCES/ RISK MANAGEMENT (A.1910.12)

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

WHEREAS, the submission of vouchers following the close of the 2015 budget year has shown that there are outstanding 2015 payment invoices in the Department of Human Resources/Risk Management in the sum of $1,084.00 for services to said department which were not billed until 2016 and there were no 2015 encumbered funds remaining to pay this bill, and

WHEREAS, said charges were proper except that appropriations that were made were left unencumbered at the end of the close out date for submission for 2015, and

WHEREAS, the charges reflected by said vouchers remain unpaid, and

WHEREAS, the State Comptroller has, pursuant to County Law Section 362, expressed the opinion that claims for services rendered to a county in an earlier year may be paid in a later year if the contracts were valid when made and if there are moneys legally available to be used for such purposes (Opinion 69-686), now, therefore, be it

RESOLVED, that payment from 2016 funds is hereby approved from the following account in the amount indicated:

Line Item No.		Amount
A.1910.12.4444	Attys/Assgnd Counsel	$1,084.00

CA-170-16
kh/G-0749
11/7/16

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/13/2016

Fiscal Impact attached: Reduction of 2016 appropriations in amounts indicated

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 1,084

Total Current Year Revenue $ _____
and Source

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

Identify Line Items(s):
A.1910.12.4444

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:
To authorize the use of 2016 funds to cover 2015 invoices for legal fees.

Prepared by: Donna Lehnert Prepared On: 11/3/2016

Dut.pdf

McCABE & MACK LLP
ATTORNEYS AT LAW
63 WASHINGTON STREET
POST OFFICE BOX 509
POUGHKEEPSIE, N.Y. 12602-0509
(845) 486-6800
TAXPAYER IDENTIFICATION NUMBER: 14-1336856

Dutchess County Attorney
James M. Fedorchak, Esq.
22 Market Street
Poughkeepsie, NY 12601

Invoice 129417
March 14, 2016
Claim Number: L-3550

ID:2581-0201 - DLP

Re: Dutchess, County of ads. Mfon, Emmanuel

For Services Rendered Through 12/31/2015

Balance Forward		0.00
Current Fees	150.00	
Total Current Charges		150.00
Total Due		150.00

Thank you for your business.
Payments are due within 30 days.
We accept MasterCard, Visa and Discover.
Please use our secure web page mcam.com to make your payment or
Call our Accounting Department at 845-486-6831.

McCabe & Mack, LLP

Dutchess County Attorney
I.D. 2581-0201 - DLP
Re: Dutchess, County of ads. Mfon, Emmanuel

March 14, 2016
Invoice 129417
Page 2

Fees

Date	Description of Services	Atty	Task:Act	Hours	Rate	Amount
12/03/15	Review Dr. Finkels' notes	DLP		0.10	150.00	15.00
12/04/15	E-mail from plaintiff's attorney re: plaintiff's EBT	DLP		0.10	150.00	15.00
12/18/15	Telephone conversation with Matt James from Travelers re: status.	DLP		0.40	150.00	60.00
12/18/15	E-mail to and from Bill Greenberg re: liability expert EBTs.	DLP		0.20	150.00	30.00
12/21/15	Email from plaintiff's attorney re: expert deposition.	DLP		0.10	150.00	15.00
12/23/15	Telephone conversation with plaintiff's attorney re: Mfon EBT.	DLP		0.10	150.00	15.00
		Total Fees		1.00		$150.00

		Hours	Rate/Hour	Amount
David L. Posner	Partners	1.00	150.00	150.00

McCABE & MACK LLP
ATTORNEYS AT LAW
63 WASHINGTON STREET
POST OFFICE BOX 509
POUGHKEEPSIE, N.Y. 12602-0509
(845) 486-6800
TAXPAYER IDENTIFICATION NUMBER: 14-1936856

Dutchess County Attorney
James M. Fedorchak, Esq.
22 Market Street
Poughkeepsie, NY 12601

Invoice 129330
March 9, 2016
Claim Number: L-5581

ID: 2581-0210 - DLP

Re: Dutchess, County of ads. DiFabio, Frank

For Services Rendered Through 12/31/2015

Balance Forward		0.00
Current Fees	90.00	
Total Current Charges		90.00
Total Due		90.00

Thank you for your business.
Payments are due within 30 days.
We accept MasterCard, Visa and Discover.
Please use our secure web page mccm.com to make your payment or
Call our Accounting Department at 845-486-6831.

McCabe & Mack, LLP

Dutchess County Attorney
I.D. 2581-0210 - DLP
Re: Dutchess, County of ads. DiPablo, Frank

March 9, 2016
Invoice 129330
Page 2

Fees

Date	Description of Services	Atty	Tsk/Act	Hours	Rate	Amount
12/29/15	E-mail to/from Jeff Munson at Verlolain	DLP		0.20	150.00	30.00
12/31/15	Review Traveler's reservation letter	DLP		0.40	150.00	60.00
		Total Fees		0.60		90.00

		Hours	Rate/Hour	Amount
David L. Posner	Partners	0.60	150.00	90.00

McCABE & MACK LLP
ATTORNEYS AT LAW
63 WASHINGTON STREET
POST OFFICE BOX 509
POUGHKEEPSIE, N.Y. 12602-0509
(845) 486-6800
TAXPAYER IDENTIFICATION NUMBER: 14-1366866

Dutchess County Attorney
James M. Fedorchak, Esq.
22 Market Street
Poughkeepsie, NY 12601

Invoice 129422
March 14, 2016
Claim Number: L-5600

ID: 2581-0209 - DLP

Re: Dutchess, County of ads. DeCosmo, Estate of Mason

For Services Rendered Through 12/31/2015

Balance Forward		0.00
Current Fees	525.00	
Total Current Charges		525.00
Total Due		525.00

Thank you for your business.
Payments are due within 30 days.
We accept MasterCard, Visa and Discover.
Please use our secure web page mccm.com to make your payment or
Call our Accounting Department at 845-486-6831.

McCabe & Mack, LLP

Dutchess County Attorney
I.D. 2581-0209 - DLP
Re: Dutchess, County of ads. DeCosmo, Estate of Mason

March 14, 2016
Invoice 129422
Page 2

Fees

Date	Description of Services	Atty	Task:Act	Hours	Rate	Amount
12/02/15	E-mail to Family Court Clerk re: subpoena	DLP		0.10	150.00	15.00
12/02/15	Draft 12(b)(6) letter to Keras	DLP		0.70	150.00	105.00
12/02/15	Telephone conversation with P. Palladino - Family Court Chief Clerk	DLP		0.20	150.00	30.00
12/03/15	Draft 12(b)(6), 12(b)(5) letter	DLP		0.30	150.00	45.00
12/04/15	Draft 12(b)(6) letter	DLP		0.30	150.00	45.00
12/07/15	Correspondence from plaintiff's attorney re: pro hac vice admission	DLP		0.10	150.00	15.00
12/08/15	Telephone conversation with M. Cook, Ulster County attorney re: 12(b)(6) motion	DLP		0.10	150.00	15.00
12/10/15	E-mail from Deb Bonnerwith/NYS OCFS	DLP		0.10	150.00	15.00
12/10/15	Review unfounded letters from NYS OCFS to K. Wolfert to DeCosmo	DLP		0.20	150.00	30.00
12/15/15	Correspondence from Ulster County attorney to court re: conference	DLP		0.20	150.00	30.00
12/15/15	E-mail to plaintiff's attorney re: conference tomorrow	DLP		0.10	150.00	15.00
12/16/15	Telephone conference with Magistrate McCarthy.	DLP		0.30	150.00	45.00
12/18/15	E-mail to and from Jeff Manson re: status of case.	DLP		0.10	150.00	15.00
12/23/15	E-mail to P. Palladino, Family Court Clerk, re: subpoena.	DLP		0.10	150.00	15.00
12/23/15	Draft new subpoena.	DLP		0.10	150.00	15.00
12/23/15	Telephone conversation with P. Palladino at Family Court.	DLP		0.10	150.00	15.00
12/31/15	Review file in preparation for Family Court file review	DLP		0.40	150.00	60.00
		Total Fees		3.50		$525.00

		Hours	Rate/Hour	Amount
David L. Posner	Partners	3.50	150.00	525.00

McCABE & MACK LLP
ATTORNEYS AT LAW
63 WASHINGTON STREET
POST OFFICE BOX 509
POUGHKEEPSIE, N.Y. 12602-0509
(845) 486-6800
TAXPAYER IDENTIFICATION NUMBER: 14-1336856

Dutchess County Attorney
James M. Fedorchak, Esq.
22 Market Street
Poughkeepsie, NY 12601

Invoice 129672-1
March 22, 2016
Claim Number: L-5693

ID: 2581-0216 - DLP

Re: Dutchess, County of ads. White, Frank SPLIT bill with City of Poughkeepsie

For Services Rendered Through 2/29/2016

Balance Forward		4,701.40
Current Disbursements	319.00	
50 % of 638.00		
Total Current Charges		319.00
Total Due		5,020.40

2016 MAR 24 A 11:53
RECEIVED

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McCabe & Mack, LLP

Dutchess County Attorney
I.D. 2581-0216 - DLP
Re: Dutchess, County of ads. White, Frank SPLIT bill with City of Poughkeepsie

March 22, 2016
Invoice 129672-1
Page 2

Disbursements

Date	Disbursement Description	Amount
12/08/15	Transcript Fee; dmf/transcripts	638.00
	Total Disbursements	$638.00

$319.00

SMI
COURT REPORTING
SCHMIDER & MEISTER, INC.

80 Washington Street, Ste 206
Poughkeepsie, New York 12601
(845) 452-1988
(845) 452-2071-fax
Tax ID# 01-0758978

TO: ACCOUNTING
FILE #: 8915-66
FROM: donna

Invoice

Date	Invoice #
9/8/2015	24626

Bill To
McCabe & Mack 63 Washington St. P.O. Box 509 Poughkeepsie, NY 12602-0509 ATTN: DAVID POSNER, ESQ.

HAND DELIVERED

P.O. Number
13896

Terms	Ship Via	Rep	Case Name
Upon Receipt	Hand Deliver	SG	White v. City of Poughkeepsie

Job Date	Description	Amount
8/26/2015	Transcript of Deposition: FRANK W. WHITE, JR. Original & 1 Copy	638.00

1/2 split
$319.00

THANK YOU
for your business!

WE ACCEPT VISA, MASTERCARD & AMEX

Terms are Due Upon Receipt. All balances in arrears will be assessed a late charge of 1.5% per month, not to exceed the legal limit.

Please make your check payable to Schmieder & Meister, Inc
Thank you for your business!

Total	$638.00
Payments/Credits	$0.00
Balance Due	$638.00

www.smreporters.com

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12 **Resolution:** ✓ **Total :** 12 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016294 AUTHORIZING PAYMENT OF 2015 UNENCUMBERED VOUCHERS FROM 2016 FUNDS – HUMAN RESOURCES/RISK MANAGEMENT (A.1910.12)

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016294 AUTHORIZING PAYMENT OF 2015 UNENCUMBERED VOUCHERS FROM 2016 FUNDS – HUMAN RESOURCES/RISK MANAGEMENT (A.1910.12)

Date: December 8 , 2016

Budget, Finance, & Personnel

RESOLUTION NO. 2016295

RE: AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO SALES & USE TAX REVENUE AND APPROPRIATIONS TO MUNICIPALITIES

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

WHEREAS, on June 14, 2013, the County of Dutchess, the City of Poughkeepsie, and the City of Beacon entered into a ten (10) year agreement pursuant to Tax law Section 1262(a), and

WHEREAS, pursuant to that agreement, the cities, towns, and villages within Dutchess County are allocated monies derived from "growth" in the net collections of sales and use tax, and

WHEREAS, the Commissioner of Finance has reviewed the sales and use tax revenue projection for the year ending December 31, 2016, and projects there will be an increase in revenue, and

WHEREAS, the Commissioner of Finance has determined that due to this increase in sales and use tax revenue, the amount allocated to cities, towns, and villages within Dutchess County shall also increase pursuant to the June 14, 2013, agreement and therefore, there is a need for additional appropriations to distribute the money to the cities, towns, and villages, and

WHEREAS, the Commissioner of Finance has determined that this additional appropriation is a precautionary measure to account for a projected increase in sales and use tax revenue growth, and an appropriation does not necessarily mean its entirety need be distributed, and

WHEREAS, it is now necessary to amend the 2016 Adopted County Budget to increase the Municipalities Sales Tax Share Account, now therefore, be it

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

APPROPRIATIONS

Increase		
A.1985.4442.5899	Municipality Sales Tax Share	$1,430,000

REVENUES

Increase		
A.1331.11100	Sales & Use Tax	$1,430,000

CA-184-16
CAB/kvh/G-0145
11/18/16
Fiscal Impact: See attached

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 1,430,000

Total Current Year Revenue and Source $ 1,430,000

Sales Tax

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

Identify Line Items(s):

A.1985.4442.5899 Municipalities Sales Tax Share

Related Expenses: Amount $ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

It is anticipated that the County will realize sales tax higher than budgeted in 2016. As the County shares 18.5% of growth with municipalities, it is necessary to increase the 2016 budgeted appropriations in order to encumber funds to pay the 2016 growth in March of 2017. It is difficult to project 4th quarter receipts, therefore; we are increasing the budget by a higher percentage of growth than expected to ensure there will be sufficient appropriations. Payments to municipalities will be based on actual 2016 realized revenue, which will be finalized in the first quarter of 2017.

Prepared by: Jessica White, Budget Office

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Resolution: ____
Motion: ✓

Total : ____ Yes ____ No
Abstentions: ____

JT - Failed due to lack of a second

Increase Municipality Sales tax share

12/5/16
2016 295

$ 1,430,000 to $ 6,430,000

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Resolution: ___
Motion: ✓

Total : 9 Yes, 3 No
Abstentions: 0

JM / D Borchert

"Call the question"

12-5-16

2016295

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12 **Resolution:** ✓ **Total :** 12 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016295 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO SALES & USE TAX REVENUE AND APPROPRIATIONS TO MUNICIPALITIES

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016295 AMENDING THE 2016 ADOPTED COUNTY BUDGET AS IT PERTAINS TO SALES & USE TAX REVENUE AND APPROPRIATIONS TO MUNICIPALITIES

Date: December 8, 2016

Budget, Finance, & Personnel

RESOLUTION NO. 2016296

RE: AMENDING THE DUTCHESS COUNTY NON-UNION BENEFIT PLAN

Legislators FLESLAND, BORCHERT, MICCIO, INCORONATO, LANDISI, JETER-JACKSON, and SAGLIANO offer the following and move its adoption:

WHEREAS, by Resolution No. 2016175, this Legislature approved and adopted the Dutchess County Non-Union Benefit Plan, and

WHEREAS, it is desirous and necessary to amend the Non-Union Benefit Plan as follows:

- amend Section 1(a) regarding basic work week;
- amend Section 2(d)(2) and (3) regarding compensatory time
- amend Section 4(4) regarding merit awards for appointed/promoted employees;
- amend Section 6(H) permitting vacation time usage in minimum units of a half-hour;
- amend Section 7(D) permitting sick time usage in minimum units of a half-hour;
- amend Section 7(F) use of sick leave upon retirement,
- amend Section 9(B) to clarify short term medical leave shall be granted up to 90 calendar days;
- add Section 16, "Military Leave", to confer upon non-union employee the benefits of Military Law and upon Armed Forces Reservists and Guardsmen the benefits of Resolution No. 2016221; and
- add Section 33, Effective Date, and

WHEREAS, the Plan, as amended, is attached hereto and made a part hereof, now therefore, be it

RESOLVED, that this Legislature hereby adopts and amends the Dutchess County Non-Union Benefit Plan, in substantially the same form as the Plan attached hereto, and the attached Plan shall entirely supersede the Plan adopted by Resolution No. 2016175, and be it further

RESOLVED, that the Non-Union Benefit Plan, as herein amended, shall be effective January 1, 2017.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

CA-182-16 CEN/kvh/P-0359 11/28/16 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 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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 current policy for non-union employees regarding comp time is to accrue the time and use it as needed before the use of vacation time. Only confidential employees are eligible for comp time, and there is currently no payout of accrued time. The new plan, as adopted, included a provision to pay out comp time accumulated greater than 70 hours or time earned more than 6 months ago. The BOE was not considered when this benefit was changed. If the county does not revise the current plan, as of 11/28 (not including any planned time usage) the County would have to pay 9 Board of election employees $52,000 in 2017 when the new plan takes effect. It was not the intent to provide a large sum financial benefit to a handful of employees; therefore the proposed change would revise the plan to be consistent with the current policy of accruing time and using it as needed. All of the other plan changes do not have a fiscal impact.

Prepared by: Jessica White, Budget Director

DUTCHESS COUNTY NON-UNION BENEFIT PLAN

Effective January 1, 2017

DUTCHESS COUNTY NON-UNION BENEFIT PLAN

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EMPLOYEE CATEGORIES

A. Elected Officials (E): County Executive, Sheriff, District Attorney, County Clerk, Comptroller, County Legislators

B. Management (M): are persons (i) who formulate policy or (ii) who may reasonably be required on behalf of the public employer to assist directly in the preparation for and conduct of collective negotiations or to have a major role in the administration of agreements or in personnel administration provided that such role is not of a routine or clerical nature and requires the exercise of independent judgment. This determination will be made by the Department of Human Resources subject to the provisions of NYS Civil Service law.

C. Confidential (C): are designated if they are persons who assist and act in a confidential capacity to managerial employees described above in B(ii). This determination will be made by the Department of Human Resources subject to the provisions of NYS Civil Service law.

D. Board of Elections (BOE): includes full-time staff working at the Board of Elections only. Poll workers employed by the Board of Elections are considered unrepresented.

E. Unrepresented (U): Any title not designated to a category above, nor included in a bargaining unit. This category includes but not limited to poll workers at the Board of Elections, exam proctors for the Department of Human Resources, paid interns, and Summer Seasonal Workers. Employees in this category are not eligible for any non-wage benefits unless specifically noted in a section.

WORK WEEK AND WAGES

Section 1 – WORK WEEK (E/M/C/BOE/U)

A. Full-time Employees. The basic work week for M/C/BOE personnel is 35 hours per week, 7 hours per day, Monday through Friday, except the following shall work 8 hours per day, Monday through Friday: management employees engaged in law enforcement activities (or security activities at the Jail) within the Sheriff's Office or Sheriff's Office – Correction Division who are appointed to ranks below undersheriff.

B. Other than Full-time Employees. Actual hours worked may vary and will be recorded through the County's time keeping system.

Section 2 – OVERTIME (M/C/BOE/U)

A. Overtime eligibility will be determined by the Department of Human Resources according to FLSA, and DOL guidelines.

B. Overtime eligible employees must be pre-approved for overtime by the Department Head or designee. Failure to obtain pre-approval may result in discipline. The decision to pay employees or award compensatory time will be at the discretion of the Department Head.

C. Overtime eligible employees will be compensated at straight time rates or receive straight time compensatory time for hours worked between 35 and 40 in a week.

D. Overtime eligible employees that work over 40 hours per week will be compensated at the time and one half rate or receive time and one half compensatory time.
   1. Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, if 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.
   2. Compensatory time may be used with approval by the Department Head or designee.
   3. Upon separation from County employment, compensatory time balances will be paid to the employee.

Section 3 – SALARY SCALES (E/M/C/BOE/U)

A. The salary scale structure current at time of adoption of this compensation plan is recorded as Appendix A.

B. Salaries and salary scales may be updated annually to reflect cost of living and/or other adjustments in a separate resolution or as part of the budget adoption process.

C. "F" class, or flat salaries are not listed on the salary scale, but are approved and updated on an individual basis through legislative approval.

D. Salaries for elected officials are set according to the provisions of State law.

Section 4 - ADMINISTRATION OF THE SALARY SCALES (M/C/BOE)

A. Performance Evaluation(s) and merit awards for M/C
   1. Merit increases may be awarded annually based on the results of the employee's performance review.
   2. The evaluation period runs from July to June of the following year, with applicable merit increases being awarded for inclusion in the following year's budget.
   3. Annual amounts designated for merit increases will be recommended by the Executive's Office and approved by the Legislature during the annual budget adoption process.
   4. Appointed/promoted employees will be eligible for 100% of merit for the evaluation period in which they were promoted.
   5. New County Employees hired after the start of the review period will be eligible for a merit increase as follows:

Hired	Reviewed	% Of Merit	Merit Awarded
Jan - March	Following July	50%	Following January
April - Jun	July of next year	100%	Following January
Jul - Sept	July of next year	100%	Following January
Oct - Dec	July of next year	75%	Following January

For example

Hired	*Reviewed*	*% Of Merit*	*Merit Awarded*
Jan - March 2016	*July 2016*	*50%*	*January 2017*
April - Jun 2016	*July 2017*	*100%*	*January 2018*
Jul - Sept 2016	*July 2017*	*100%*	*January 2018*
Oct - Dec 2016	*July 2017*	*75%*	*January 2018*

B. Performance Evaluation(s) for BOE
   1. The review process will be conducted annually
   2. Outcomes of performance evaluations should be considered during budget allocation of salary dollars for the department.

C. Appointment and promotional salary standards
   1. New hires to the County – Salary appointments can be made in 1st quartile of the salary grade range with Department Head approval, in 2nd quartile with approval of the Executive Office, and appointment beyond mid-point will require approval by the Legislature.
   2. Promotions:
      a. If appraisal prior to promotion reflects 3 Effective performance, appointment will be made at minimum of new grade or employee will a receive a 5% increase, whichever is higher, or
      b. If appraisal prior to promotion reflects 4 Highly Effective or 5 Outstanding Employee performance, appointment will be made at minimum of new grade or employee will receive a 6-10% increase, whichever is higher. Selection of percentage shall be at Department Head discretion based on employee's abilities and qualifications.
      c. If the promotion formula, when added to employee's current salary, brings the salary above mid-point in the scale, the salary must be approved by the County Executive.
      d. With the approval of the Department Head, promotional salaries may be established within the first quartile, up to the midpoint with Executive Office approval.
   3. Demotion: is a change in title to a lower designated salary grade
      a. To a position in M/C previously held, or to which the employee is eligible for reinstatement, the new salary will be the higher of:
         1. The salary last held, adjusted for any COLA awarded which affected the salary schedule, or
         2. The same relative position in the salary scale.
      b. To a position in M/C not previously held by the employee the new salary will be the same relative position in the new salary scale.
   4. Re-Allocation: is a change in assigned salary grade for a position

a. For a downward re-allocation of salary grade, employees will be placed in the same relative position in the new scale as their placement in the previous/current. For example, if salary is midpoint of grade MG and was reallocated to ME, the salary would be mid-point of ME.
b. For an upward re-allocation of salary grade, employees will have their salary adjusted by the parameters of the promotion formula above.

5. Reinstatement: The salary for a reinstated employee will be the employee's previous salary or subject to the approval ranges for a new hire as described in C.1 above.

D. Longevities (M/C)
1. A longevity is an increase equal to three percent (3%) of annual base salary.
2. A longevity will be awarded on the Adjusted Longevity Date for the following years served in the County: 10, 15, 20, 25, 30, 35 (years served will be calculated on a full time basis). Adjusted Longevity Date means the date on which an employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll.
3. BOE employees will earn a longevity on Adjusted Longevity Dates, however the implementation of award will be immediately and indefinitely suspended. The suspension may be lifted if the employee moves into a Longevity eligible position, Section 8 of this plan details how to implement any applicable Longevities.

LEAVE TIME

Management, Confidential, and BOE employees who work a regularly scheduled work week shall be credited with paid leave time. Employees who work less than full-time shall be credited with prorated paid leave accruals. Elected and unrepresented employees are eligible for Workers' Compensation, but will not receive any other paid leave time.

M/C/BOE/U employees are not eligible to receive or use Personal Time.

Section 5 – HOLIDAYS (M/C/BOE)

A. Employees will be awarded a day off with pay for a holiday. Dutchess County officially recognizes twelve (12) public holidays that authorize offices to be closed. As of January 1, 2017 the holidays are New Year's Day, Martin Luther King Day, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day.

B. Holidays will be observed on an eligible employee's normal work day or if it falls on Saturday will be observed the preceding Friday. Holidays that fall on Sunday will be observed the succeeding Monday.

C. If additional days become official holidays with closed county office hours, these additional days will be deemed holidays under this benefit.

D. If the County is open for the transaction of business on a public holiday listed in 5.A, one additional vacation day annually will be added to the accrual awards in the next section.

Section 6 – VACATIONS (M/C/BOE)

A. M/C/BOE employees shall receive an annual accrual of vacation on January 1st of every year based upon the following:
   1. M/C/BOE employees who are appointed to an M/C/BOE position on January 1st, and the employee has less than 5 years of continuous service, shall receive 20 total vacation days on January 1st.
   2. M/C/BOE employees who are appointed to an M/C/BOE position on January 1st, and the employee has 5 or more years of continuous service, shall receive 25 total vacation days on January 1st.
   3. If an employee is appointed to a M/C/BOE position on a date after January 1, including those with prior County service in a bargaining unit, then they shall be awarded Vacation on a prorated basis during the first year of their appointment.

B. Employees appointed to an M/C/BOE position on a date after January 1 shall receive a pro-rated amount of Vacation based upon whether they are appointed to M/C/BOE in the 1st, 2nd, 3rd, or 4th Quarter. Prorated vacation accruals are not cumulative, but rather, the following chart shows the total number of days a newly appointed M/C/BOE employee receives for the remainder of their first year:

Appointed in calendar quarter:	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
M/C/BOE w/ less than 5 years of continuous County service receive	15 Total Days	10 Total Days	5 Total Days	0 Total Days
M/C/BOE w/ more than 5 years of continuous County service receive	18 Total Days	12 Total Days	6 Total Days	0 Total Days

Every year thereafter, an annual accrual will be awarded on January 1st of every year as outlined in Section 6, A.

C. Employees who separate from service and/or leave a position covered by this benefit will forfeit a portion of the current year's vacation time based on the quarter of separation:

Separated in:	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
M/C/BOE w/ less than 5 years forfeit	15 Days	10 Days	5 Days	0 Days
M/C/BOE w/ more than 5 years forfeit	18 Days	12 Days	6 Days	0 Days

D. Employees that are hired and leave a position covered by this plan in the same calendar year will forfeit a portion of the vacation award based on the following schedule:

	Less than 1 Qtr	1 Qtr	2 Qtrs	3 Qtrs
Amount of Forfeiture	All Time	75%	50%	25%

E. Full-time employees may accumulate vacation without limit. Upon separation from service, any accumulated balance will be paid up to a maximum of 45 accrued days.

F. Part-time and hourly employees may accumulate prorated vacation. Upon separation from service, any accumulated balance will be paid up to a maximum of 45 accrued days on a prorated basis consistent with their regular work schedule. The proration calculation is the employee's regularly scheduled work week as a percentage compared to a fulltime employee.

G. Upon retirement, accrued vacation time in excess of the 45-day cap may be converted, on an hour to hour basis, to sick time.

H. Vacation must be pre-approved and may be used in minimum units of ½ hour increments.

Section 7 – SICK LEAVE (M/C/BOE)

A. Sick leave is for short-term or intermittent episodes. Accumulated sick leave shall be used only for an Employee's medical appointments, personal illness, or same circumstances for his immediate family requiring him to be with his immediate family. For the purpose of this section, immediate family means an employee's spouse, child(ren), mother or father. Use of sick time must be approved, and pre-approved when the event is foreseeable.

B. Notice of Sick Leave: If the use of Sick Leave is foreseeable an eligible employee must receive approval in advance (this includes planned medical treatment(s)). If the use of sick leave is not foreseeable notification to their Supervisor must be made as soon as practicable.

C. Sick leave will be accrued for an Employee at the rate of 1 day for each month of continuous employment with unlimited accumulation.

D. Sick leave may be taken in minimum units of ½ hour increments.

E. Employees shall be responsible for reporting and justifying use of sick leave. Personal illness and/or disability in excess of 5 continuous days may require justification to the Department Head and/or the County Executive. Sick leave in excess of 10 days in a twelve month period may also require justification to the Department Head and/or the County Executive.

F. Use of accumulated sick time for retirement:

1. Upon retirement from County employment, an Employee may use accumulated sick leave as additional retirement service credit, pursuant to Section 41(j) of the New York State Retirement and Social Security Law.
2. Management employees assigned to the Sheriff's Office who are peace officers may utilize accumulated sick balance in the same manner as defined in the PBA collective bargaining agreement that is active at time of retirement.
3. Management employees assigned to the Jail who are peace officers may utilize accumulated sick balance in the same manner as defined in the DCSEA collective bargaining agreement that is active at the time of retirement.

G. Recognizing the above provisions will be effective with the implementation of this plan and into the future, the following is a one-time provision that will occur with the effective date of this compensation plan:
   1. M/C/BOE employees will be awarded 6 days of sick time for every complete year of service to the County, from 1/1/1987 to 12/31/2016, while in a M/C/BOE position. Any sick balance(s) accrued while in a bargaining unit position or earned under previous M/C compensation plans will be restored for use.

Section 8 – TRANSFER TO/FROM A BARGAINING UNIT (M/C/BOE)

A. Accrued sick time will transfer on a hour for hour basis when moving to or from a bargaining unit.

B. Accrued vacation time will transfer on an hour for hour basis, after adjustments as may be necessary. Adjustments to accrued time will be made in accordance to Section 6. Time will then be earned as defined in this plan or appropriate bargaining unit. If moving to a bargaining unit with a cap on accrued vacation time, the employee would be obligated to the terms and conditions of the collective bargaining unit upon appointment

C. Longevity calculation
   1. Longevities earned while in a bargaining unit will be recognized at the rate previously earned, and new longevities earned while in M/C positions will be earned as defined in Section 4 sub-part D of this Plan.
   2. BOE employees moving into M/C positions will have any longevities earned while in a bargaining unit restored per Sub-Section 1 above, and any Longevities earned while at BOE will be implemented according to Section 4 Sub-Section D.3. The implementation of Longevities will be from appointment in a covered position forward without any expectation of retro pay.
   3. M/C/BOE employees moving into a bargaining unit will have all earned longevities recalculated according to the rate as defined in the applicable collective bargaining agreement.

D. Accrued compensatory time will be paid at current title and rate prior to effective date of new appointment.

E. Personal time balances will be converted to vacation time, on an hour for hour basis, for an employee moving into M/C/BOE.

Section 9 – SHORT TERM MEDICAL LEAVE (M/C/BOE)

A. A short term self-insured disability plan will be available for M/C/BOE employees for their personal, serious health conditions.

B. M/C/BOE employees shall be granted up to 90 calendar days at full pay for an employee's short term serious health condition, or injury as defined by NYS Disability Law. Appropriate documentation from the attending physician shall be made available upon request.

C. To be eligible, an employee must suffer from a serious health condition prohibiting them from performing their essential duties.

D. Absence for the serious health condition must be continuous and in excess of 5 days. The initial 5 days will be covered by sick time (or other benefit time as appropriate).

E. Qualifying employees will receive 100% of salary coverage up to 90 days. This coverage will occur after the initial 5-day qualifying period.

Section 10 – LONG TERM DISABILITY INSURANCE (M/C/BOE)

A. Long term disability insurance, in excess of three months illness for each incident, will be provided to employees.

B. Coverage will be effective on the date of employment and will cease on the date of separation.

C. Eligibility will be determined by the insurance carrier and plan.

D. In the event of a major health event that qualifies for Long Term Disability coverage, available sick time may be used in excess of the Long Term Medical Leave benefit.

E. Long term disability plan is subject to change at the discretion of the County.

Section 11 – PAID FAMILY LEAVE (M/C/BOE)

A. Full-time M/C/BOE employees will be eligible for Paid Family Leave after six months of full-time employment in an M/C/BOE position for the following criteria:
   1. To participate in providing care (physical or psychological) of a family member of the employee, ***because the family member*** has a serious health condition,

a. Serious health condition will be as defined by NYS Disability Law
b. Family member means child, parent, grandchild, grandparent, spouse.

2. For a qualifying exigency because a Spouse, Child, or Parent of the employee has been called to active duty in the Armed Forces of the United States.
3. No employee is eligible while:
   a. Receiving total disability payments pursuant to a claim of Workers' Compensation, or
   b. While on volunteer firefighters', volunteer ambulance workers' benefits, or
   c. While receiving partial disability payments, then when combined with the Paid Family Leave benefit, an employee cannot receive more than their average weekly wage, or
   d. While he is not employed by the employer, or
   e. While he is on administrative leave, or
   f. While he is receiving sick pay,
   g. While he is working at least part of the day for remuneration, profit, or pay, for the County or for any other employer where the work hours of another employer are the same or substantially similar working hours as those at the County.

Notice of Leave: If the need for Family Leave is foreseeable an eligible employee must complete the appropriate leave notice at least 30 days in advance (this includes planned medical treatment(s)), or as soon as practicable.

B. Evidence for Leave:
   1. Employees will be required to provide evidence of the need for Family Leave within 30 days of the commencement of the leave. Evidence is a doctor's note (ie physician, psychiatrist, podiatrist, chiropractor, dentist, psychologist, or an accredited religious practitioner in the case of an employee who depends upon prayer for healing).
   2. Subsequent to the initial doctor's note, the County may require evidence of continued need on a weekly basis.

C. Employees shall use available Family Medical Leave Act time concurrently with this benefit.

D. The amount of eligible time and rate of coverage is defined as follows:

Start of Leave	Max Leave during 52-week calendar period	Compensation
Through - 2018	No more than 8 weeks	50% of salary
2019	No more than 10 weeks	55% of salary
2020	No more than 10 weeks	60% of salary
2021 - Ongoing	No more than 12 weeks	67% of salary

E. During this benefit, employees will have the following options regarding use of accrued vacation time:
   1. Charge all or part of the Family Leave duration to accrued vacation time to receive full salary. These designated days will use full day accrued vacation days only, and will not be reimbursed according to the chart above.
   2. Not charge all or part of the Family Leave duration to accrued vacation time, and instead the employee will receive diminished compensation according to the chart above.

F. The County shall not permit more than one M/C/BOE Employee to use Family Leave to care for the same family member concurrently. Under no circumstances will the time taken, or split, by any M/C/BOE Employee(s) to care for the same family member exceed the total number of weeks outlined in Subparagraph D of this Section.

Section 12 – BEREAVEMENT LEAVE (M/C/BOE)

A. M/C/BOE employees shall be granted up to five working days upon an incident of bereavement for spouse, parents or children.

B. Up to three working days shall be granted upon other instances of family bereavement including grandchild, grandparent, brother, sister, mother-in-law, father-in-law, legal guardian, step-child, step-parent, step-brother, or step-sister. An Employee shall be granted one working day off with pay at the time of death of an Employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law.

Section 13 – WORKERS' COMPENSATION (E/M/C/BOE/U)

A. Employees injured on the job shall be covered pursuant to New York State Workers' Compensation Law.

B. An employee who is absent from work because of an occupational injury or disease shall be entitled to leave with full pay for any regularly scheduled work days during the 7-day waiting period. If it is determined that the injury or disease is not covered by Workers' Compensation the employee will be charged against their accumulated sick or benefit time for any time used.

Section 14 – PARENTAL LEAVE (M/C/BOE)

A. Full time M/C/BOE employees will be eligible for paid parental leave upon the birth or adoption of a child after having served at least one year in any M/C/BOE position. This benefit is intended to assist employees with bonding with a newly born or adopted child. M/C/BOE Employees are eligible for Parental Leave immediately after a child's birth, or immediately after the placement of a child for adoption in a M/C/BOE's home.

B. M/C/BOE Employees are entitled to up to eight (8) weeks of parental leave upon the birth or adoption of a child. The eight (8) weeks need not be taken consecutively or immediately, but use of paid parental leave expires after twelve (12) weeks from the birth or adoption of the child.

C. Employees shall use available FMLA time concurrently with this benefit.

Section 15 – LEAVE FOR JURY DUTY

When an employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for the jury duty.

Section 16 – MILITARY LEAVE

A Unit Head shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law. Additionally, employees covered by this Plan, who are also members of the Armed Forces Reserves or National Guard and who are called to Active Duty Military Service shall be entitled to the benefits conferred upon them in the Dutchess County Resolution No. 2016221, as amended.

Section 17 – HEALTH INSURANCE (E/M/C/BOE)

A. All M/C/BOE employees shall be eligible for health insurance according to the following contribution table. Coverage may be either on an individual or family basis, upon the election of the employee. Employees may choose from any of the available County plans.

	Contribution %
Hired prior to July 1, 1979	2.5%
Hired July 1, 1979 - December 31, 2010	7.5%
Hired after December 31, 2010 , & less than 10 years of service	15.0%
Hired after December 31, 2010 , & more than 10 years of service	10.0%

B. Coverage begins the first of the month following the date of employment, provided application is completed before the end of the month. Coverage ceases at the end of the calendar month of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.

C. Plan eligibility and enrollment deadlines are subject to carrier and legal requirements. The health insurance plan, including deductible levels, is subject to change at the discretion of the County.

D. Retiree Health Insurance
   1. Employees who retire from the County, are receiving retirement benefits from the New York State Retirement System and have the County retirement service credit years with County government, shall have the option to elect contributory health insurance coverage from the County based on the following schedule:

County Service Years*	County Coverage Individual	Share of Dependent
10 – 14	50%	35%
15 - 19	60%	45%
20 - 24	70%	55%
25 & Over	80%	65%

*This number represents the retiree's years of service to the County in full time years. Part time employment will be pro-rated to reflect actual service.

   2. Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. The County will pay 50% towards the cost of individual coverage. The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.

E. All elected officials shall be eligible for health insurance at a 15% contribution rate pursuant to Local Law #2 of 2010. Coverage may be either on an individual or family basis, upon the election of the employee. Employees may choose from any of the available County plans.

Section 18 – HEALTH INSURANCE BUYOUT (M/C/BOE)

A. An Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buy-out for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter an Employee may continue to re-apply for the buyout, during the designated period, if that Employee would otherwise be eligible for health insurance.

B. In the event that the employee has not been enrolled in a family plan for 24 months but has been continuously receiving health care insurance benefits for the prior 24 month period (either in an individual plan or in a combination of the time in an individual plan

and family plan for 24 months continuously) then the buyout will be awarded at the rate of the plan the employee was enrolled in for the majority of the period.

C. An Employee, deemed eligible under (a) above, may exercise the health insurance buyout by submitting an application to the County, at the time of termination of coverage, along with proof of alternative non-County health insurance coverage. No award will be made in the year in which application is made. (ie coverage is dropped in June of 2015, the buyout will be applicable in calendar year 2016) The application shall be as prescribed by the County.

D. Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.

E. Each Employee who exercises the health insurance buyout shall be paid $1,250.00 for an individual plan, and $2,500.00 for a family plan for the health insurance plans available pursuant to this Agreement.

F. Payment shall be made between December 1st and December 15th of each year for the current year. If an Employee leaves County employment before December 15th, he shall receive a buyout payment pro-rated on a monthly basis for the appropriate period.

G. An employee who has elected the health insurance buyout may rescind that election and apply for health insurance plan coverage after providing evidence of an appropriate qualifying event. The employee shall not be eligible for any buyout payment in that year

H. Employees who elect this buyout and subsequently retire or expire during the year, shall have their buyout payment prorated on a monthly basis for the current year. Employees that separate for any other reason will not be eligible for any payment in that year.

Section 19 – DENTAL INSURANCE (E/M/C/BOE)

A. Employees shall receive fully paid dental insurance. Coverage may be either on an individual or family basis, upon the election of the employee.

B. Coverage becomes effective the first of the month following the date of employment, provided application is completed before the end of the month. Coverage ceases at the end of the calendar month following the date of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.

C. Plan eligibility and enrollment deadlines are subject to carrier and legal requirements. The dental insurance plan is subject to change at the discretion of the County.

Section 20 – OPTICAL INSURANCE (E/M/C/BOE)

A. Employees shall receive fully paid optical insurance. Coverage may be either on an individual or family basis, upon the election of the employee.

B. Coverage becomes effective the first of the month following the date of employment, provided application is completed before the end of the month. Coverage ceases at the end of the calendar month following the date of separation. Coverage shall be maintained while an employee is receiving payments pursuant to Workers' Compensation or Disability Insurance, as provided through the County.

C. Plan eligibility and enrollment deadlines are subject to carrier and legal requirements. The optical plan is subject to change at the discretion of the County.

Section 21 – FLEX PLANS (E/M/C/BOE)

A. Medical Plan Premium Conversion: The County will auto-enroll Employees who contribute toward their health insurance coverage. Employees must submit a written request to the Risk Management Department within thirty days of date of hire, a qualifying event or the open enrollment period(s) to opt out of the program to process contributions as post-tax deductions pursuant to the Internal Revenue Service rules and regulations.

B. Medical Expense Reimbursement Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying non-reimbursed medical expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable medical expenses.

C. Dependent Care Spending Account Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualified expenses for elder care, handicapped care and dependent care expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable expenses.

D. Plan eligibility and enrollment deadlines are subject to carrier and legal requirements.

Section 22 – LIFE INSURANCE & ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE (E/M/C/BOE)

A. Employees shall receive fully paid life insurance and AD&D coverage up to one times their salary to a maximum of $150,000.

B. Coverage will be effective on the date of employment and will cease on the date of separation.

C. Life insurance and AD&D plan are subject to change.

Section 23 – NEW YORK STATE RETIREMENT (E/M/C/BOE/U)

A. All permanent employees working more than 29 hours per week must participate in the New York State Retirement System.

B. Contributions vary depending upon date of covered employment.

Section 24 – DEFERRED COMPENSATION

A plan for employee participation in a deferred compensation program has been established by the County in accordance with, and subject to all the necessary procedures and approvals required by federal and state agencies.

Section 25 – SOCIAL SECURITY (E/M/C/BOE/U)

A. All employees covered by the New York State Retirement System will also be covered by Social Security. A designated contribution, specified by Social Security Law, will be deducted from each paycheck up to the maximum amount required.

B. If temporary, provisional or less than full-time employees elect not to join the New York State Retirement System, they must contribute to Medicare coverage.

Section 26 – TUITION REIMBURSEMENT (E/M/C/BOE)

Full-time employees will be eligible for reimbursement of the tuition cost only of 1 course per semester, up to three (3) times per year.

A. Tuition reimbursement requests will be reviewed and approved by a committee including but not limited to a designee from County Executive's Office and Human Resources.

B. Application for pre-approval of reimbursement shall be submitted on or before dates determined by the committee, but in all cases prior to the start of an academic semester.

C. To receive reimbursement, the course must be pre-approved, completed successfully, and demonstration of full payment of tuition must be provided.

Section 27 – PARKING (E/M/C/BOE)

Parking will be provided to designated employees.

Section 28 – MILEAGE (E/M/C/BOE/U)

Employees required to utilize their personal vehicle for County business shall be reimbursed, according to the County's Travel Policy, at the reimbursement rate established by the IRS.

Section 29 – MEAL PAYMENTS (E/M/C/BOE)

Employees will be reimbursed according to the County's Travel Policy.

Section 30 – TRAVEL EXPENSES (E/M/C/BOE)

Reimbursement shall be made for actual, necessary, and approved traveling expenses for which receipts are available according to the County's Travel Policy.

Section 31– DIRECT DEPOSIT (E/M/C/BOE/U)

All employees covered by this plan will be required to utilize direct deposit.

A. Each Employee must elect Paperless Direct Deposit of their entire net paycheck. Funds will be available in each designated account through ACH on each pay date. If an over or under payment occurs it will be corrected in the next paycheck.

B. Employees will be responsible for any bank charges as a result of insufficient funds or late transfer of funds.

C. Changes to a previously elected direct deposit option may be made at any time. The change will be effective within two (2) payroll cycles.

Section 32 – RECOUPMENT

A. When employees or departments become aware of an overpayment or other amount owed by an employee to the County, the Departments of Human Resources and Finance will be notified.

B. The Finance Department will notify the employee in writing of the amount and reason of the overpayment or other amount owed and the payment or recoupment schedule to be followed. If the recoupment schedule would provide a financial hardship to the employee, they may appeal the schedule to the Human Resources Department.

C. If a recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be deducted from the employee's last paycheck.

Section 33 – EFFECTIVE DATE

This Plan shall take effect on January 1, 2017.

Appendix A

January 1, 2016 Management / Confidential Salary Schedule

		First Quartile		Second Quartile		Third Quartile		Fourth Quartile	
		Min	Max	Min	Max	Min	Max	Min	Max
Management	MA	41,629	46,354	46,355	51,079	51,080	55,804	55,805	60,528
	MB	46,220	51,447	51,448	56,673	56,674	61,900	61,901	67,126
	MC	51,596	57,443	57,444	63,290	63,291	69,137	69,138	74,984
	MD	57,447	63,964	63,965	70,481	70,482	76,998	76,999	83,514
	ME	63,778	71,014	71,015	78,249	78,250	85,485	85,486	92,720
	MF	70,853	78,902	78,903	86,951	86,952	95,000	95,001	103,048
	MG	78,827	87,745	87,746	96,662	96,663	105,579	105,580	114,496
	MH	87,549	97,429	97,430	107,309	107,310	117,189	117,190	127,069
	MI	97,496	108,482	108,483	119,467	119,468	130,453	130,454	141,438
	MJ	108,337	120,485	120,486	132,632	132,633	144,779	144,780	156,926
Confidential	CA	30,350	33,794	33,795	37,238	37,239	40,682	40,683	44,125
	CB	32,034	35,670	35,671	39,305	39,306	42,941	42,942	46,576
	CC	33,720	37,548	37,549	41,375	41,376	45,202	45,203	49,029
	CD	35,594	39,634	39,635	43,673	43,674	47,712	47,713	51,751
	CE	37,468	41,720	41,721	45,972	45,973	50,224	50,225	54,476
	CF	39,549	44,038	44,039	48,526	48,527	53,015	53,016	57,503
	CG	41,629	46,354	46,355	51,079	51,080	55,804	55,805	60,528
	CH	43,926	48,902	48,903	53,878	53,879	58,854	58,855	63,829
	CI	46,220	51,447	51,448	56,673	56,674	61,900	61,901	67,126
	CJ	48,912	54,448	54,449	59,984	59,985	65,520	65,521	71,055
	CK	51,596	57,443	57,444	63,290	63,291	69,137	69,138	74,984
	CL	54,523	60,705	60,706	66,887	66,888	73,069	73,070	79,250
	CM	57,447	63,964	63,965	70,481	70,482	76,998	76,999	83,514
	CN	60,613	67,489	67,490	74,365	74,366	81,241	81,242	88,116
	CO	63,778	71,014	71,015	78,249	78,250	85,485	85,486	92,720
	CP	67,315	74,958	74,959	82,601	82,602	90,244	90,245	97,886

* Hourly rates are computed as annual salary divided by standard hours in a work year

Budget, Finance, and Personnel Committee Roll Call

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

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

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016296 AMENDING THE DUTCHESS COUNTY NON-UNION BENEFIT PLAN

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 (Yes) 0 (No)

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2016296 AMENDING THE DUTCHESS COUNTY NON-UNION BENEFIT PLAN

Date: December 8 , 2016

Budget, Finance, & Personnel

RESOLUTION NO. 2016297

RE: AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO HIRE ASSISTANT CIVIL ENGINEER II (DESIGN) CANDIDATES AT UP TO STEP 6 OF ITS GRADE 19 ALLOCATION

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

WHEREAS, the Department of Human Resources began a recruitment for 2 vacant Assistant Civil Engineer II (Design) positions on September 4, 2016; and

WHEREAS, a recruitment that cost in excess of $5,000.00 and covered 4 Hudson Valley newspapers and 5 websites, including the American Society of Civil Engineers website, resulted in only 2 applicants, neither of which was willing to accept the position at the starting salary for the Grade 19 position; and

WHEREAS, Assistant Civil Engineer II (Design), a position requiring a Professional Engineer license, fulfills an important role within Dutchess County in developing plans for the maintenance, repair and upgrade of the County's roads and bridges, including the facilitating of available State and Federal funds; and

WHEREAS, pursuant to the terms of the collective bargaining agreement between Dutchess County, the CSEA, Local 1000 AFSCME, AFL-CIO, if the Commissioner of Human Resources, after consultation with the Department Head, certifies to the Dutchess County Legislature that it is impracticable to recruit at this time for the position at minimum salary, then the County Legislature may authorize recruitment at a higher step of the salary scale; and

WHEREAS, the Commissioner of Human Resources believes it is impracticable to recruit and appoint Assistant Civil Engineer II (Design) candidates at Step 1 of Grade 19 for the foreseeable future; now, therefore, be it

RESOLVED, that the Department of Public Works, in consultation with the Department of Human Resources and the Budget Office, be allowed to hire Assistant Civil Engineer II (Design) candidates at up to Step 6 of its Grade 19 allocation, based on market conditions and the candidate(s) qualifications.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

CA-183-16
sc/G-0188
11/17/16

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 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

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 starting salary for Assistant Civil Engineer II (Design) at Step 1 is $75,107, Public Works is requesting the ability to hire qualified candidates up to Step 6 ($84,977), for a maximum difference of $9,870 per position. The 2017 budget includes nearly $94,000 for each of the vacant position based on the prior employee, therefore this change will have no impact on the 2017 budget.

Prepared by: Rachel Kashimer, Budget Office Prepared On: 11/17/2016

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12 **Resolution:** ✓ **Total :** 12 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016297 AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO HIRE ASSISTANT CIVIL ENGINEER II (DESIGN) CANDIDATES AT UP TO STEP 6 OF ITS GRADE 19 ALLOCATION

Date: December 5, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo		
District 1 - Town of Poughkeepsie	Nesbitt		
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District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016297 AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO HIRE ASSISTANT CIVIL ENGINEER II (DESIGN) CANDIDATES AT UP TO STEP 6 OF ITS GRADE 19 ALLOCATION

Date: December 8 , 2016

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2016298

RE: APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND DUTCHESS UNITED EDUCATORS

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

WHEREAS, the Board of Trustees of Dutchess Community College have come to an agreement on the terms of a proposed contract for the period September 1, 2016 through August 31, 2020 with the Dutchess United Educators; and

WHEREAS, the Board of Trustees of Dutchess Community College has approved said proposed contract for said proposed term and which contract is dated 2016 – 2020; and

WHEREAS, the Legislature has before it a copy of said proposed labor contract that has been approved by the Dutchess Community College Board of Trustees; and

WHEREAS, by Resolution No. 2017-15 dated November 7, 2016, the Dutchess Community College Board of Trustees has requested that said agreement be approved by the Legislature; now, therefore, be it

RESOLVED, that the labor contract, between the Dutchess Community College Board of Trustees and the Dutchess United Educators, which contract covers the period September 1, 2016 through August 31, 2020, is hereby approved as to terms and substance.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/9/2016

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

RESOLUTION NO. 2017-15 Board of Trustees, Dutchess Community College
November 7, 2016

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

WHEREAS, the Board of Trustees of Dutchess Community College and Dutchess United Educators have come to agreement on the terms of a proposed contract for the period September 1, 2016 through August 31, 2020, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approves said contract, and be it

FURTHER RESOLVED, that, upon ratification by Dutchess United Educators, said contract be forwarded to the Dutchess County Legislature for its consideration and approval.

* * * * *

Seconded by Mr. Dupree

Resolution adopted unanimously.

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES OF DUTCHESS COMMUNITY

COLLEGE

AND THE COUNTY OF

DUTCHESS

AND THE DUTCHESS UNITED EDUCATORS

2016 - 2020

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AGREEMENT

AGREEMENT between the Board of Trustees of Dutchess Community College and Dutchess United Educators and the County of Dutchess.

Article I: RECOGNITION

Pursuant to Article XIV, section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the Board of Trustees), acting on behalf of the local sponsor, recognizes the Dutchess United Educators (hereinafter referred to as DUE) as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all continuing or temporary full-time professors, associate professors, assistant professors, and instructors (hereinafter referred to as teaching educators), and all full-time administrators serving in the following positions (and hereinafter referred to as non-teaching educators):

GROUP I

Academic Coach
Admission Coordinator of Housing
Admissions Counselor
Admissions / Minority Counselor
Admissions Coordinator of Housing
Assistant Director of Academic Services and Testing
Assistant Director of Advising Services
Assistant Director of DCC Foundation
Assistant Director of Financial Aid
Assistant Director of Student Activities
Assistant Librarian
Assistant Registrar
Associate Director of Mary Louis Van Winkle Teaching Learning Center (TLC)
Career and Employment Services Coach
Community Based Learning Coordinator
Coordinator of Advising Services
Coordinator of Campus Events and Dining
Coordinator of Disability Services
Coordinator of Emergency Services Program
Coordinator of Student Judicial Processes
Coordinator - Starfish
Coordinator of Transfer Services
EOP Counselor
Registrar Counselor
TRIO Student Success Coach
Veterans Resource Coordinator

GROUP II

Assistant Dean of Administration for Facilities Planning and Safety
Assistant Dean of Administration for Financial Services
Assistant Dean of Community Services
Assistant Dean of Student Services
Assistant Director of Campus Security and Safety
Assistant Director of Counseling and Career Services
Assistant Director of Institutional Research
Associate Director of Financial Aid
Associate Librarian
Associate Registrar
Coordinator of EOP
Director of Academic Services and Testing
Director of Advising Services
Director of Counseling Director of Grants
Director of Programs and Activities, DCC South
Director of Residence Life
Director of Student Activities
Director of Student Conduct and Community Standards
TRIO Director

GROUP III

Associate Dean of Community Services and Special Programs
Associate Dean of Student Services
Director of Admissions
Director of Campus Security and Safety
Director of Financial Aid
Director of Library
Director of Student Accounts
Director of Telecommunications and Instructional Media
Registrar

GROUP A

Assistant Conduct Coordinator
College Affairs Writer
Coordinator of CSTEP
Development Coordinator of the DCC Foundation
Director of Campus Safety
Director of Payroll
Director of Scheduling
Print and Multimedia Designer

GROUP B

CIS Lab Assistant
Clinical Lab Coordinator - Nursing
Director of the DCC Math Center
Field Lab Supervisor
Lab Assistant
Nursery School Educator
Nursing Lab Assistant
Technical Specialist

OTHER

Full-time Non-Teaching Educators on Grant-Funded Appointment
Assistant Director of Systems Architecture and Information Security

Where appropriate, teaching educators and non-teaching educators shall be referred to jointly as educators.

Article II: RESPONSIBILITIES OF THE BOARD OF TRUSTEES

Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York or any rule or regulation of the Board of Trustees of the State University of New York.

Article III: RIGHTS OF THE DUTCHESS UNITED EDUCATORS

3.01 Collective Bargaining Rights

The Board of Trustees and DUE hereby agree that educators have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing for the purpose of engaging in collective bargaining. The Board of Trustees and DUE undertake and agree that they will not directly or indirectly deprive, coerce or harass any educator in the enjoyment of any right conferred upon him/her by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any educator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in DUE or his/her participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or his/her institution of any grievance or complaint under this Agreement. In the event of any inconsistency or conflict between provisions of this Agreement and College policies, the provisions of this Agreement shall apply.

3.02 Membership Dues Deduction

The Board of Trustees recognizes DUE's right to membership dues deductions in accordance

with Section 208, Article XIV of the Civil Service Law.

Article IV: DUE BENEFITS

4.01 Use of College Facilities

DUE may use College facilities at all reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. College procedure shall be followed with respect to requesting and using such space.

4.02 Release Time for DUE Leaders

(a) DUE President

A teaching educator serving as President of DUE will be released from six contact hours per academic year and committee assignments.

(b) DUE Leaders

DUE can buy release time for the DUE executive council members and/or DUE negotiating team committee members at the top overload lecture rate. DUE may compensate the College for up to nine contact hours per year. Notification to the Office of Academic Affairs regarding release time shall normally be given by 30 days prior to the start of the semester. Payment shall be tendered by the first day of classes of the semester. Under this provision, no leader may be released from more than one class in a given semester.

4.03 Reassigned Time for PSO Chair

Effective with the fall 2017 semester, a teaching educator serving as chair of the PSO will be released from six contact hours per academic year.

4.04 Distribution of Agreement

Copies of this Agreement shall be printed by the Board of Trustees and 400 copies shall be given to the Dutchess United Educators. The College shall not be obligated to provide copies of this Agreement to any unit member.

4.05 Academic Calendar

In the development of the Academic Calendar, the views and recommendations of DUE shall be solicited and considered.

Article V: BENEFITS FOR EDUCATORS

5.01 Load Redistribution for Graduate Work, etc.

In order to accommodate teaching educators who wish to take graduate courses, or perform other

professionally related activities, said educators, where feasible and consistent with departmental practices, and in consultation with the Office of Academic Affairs, may elect to teach a maximum of three overload contact hours, in the fall semester, without compensation, in order to reduce their required teaching load in the spring semester. In addition, teaching educators, where feasible and consistent with departmental practices, and in consultation with the Office of Academic Affairs, may teach a maximum of three contact hours in the summer session subsequent to the academic year, without overload compensation, in order to achieve a full teaching load for that academic year. It is further understood that if teaching educators are unable to teach the number of contact hours, in the fall or summer, which are necessary to achieve a full teaching load, as required in their disciplines, they will have their annual contract salary adjusted accordingly for that year.

5.02 Tuition Reimbursement

For the period of this contract, sums of money shall be allocated each year for reimbursement of tuition fees for Dutchess United Educators for study as approved by the Office of Academic Affairs for teaching educators and by the President for non-teaching educators.

For each year of this Agreement, the sum shall be $35,000, not including SUNY waivers. Limitations shall be $2,000.00 per year including SUNY tuition waivers and tuition reimbursement to each Educator. Among teaching educators, those taking courses to satisfy promotion and tenure requirements will be given first priority. Guidelines for this policy will be determined by the College and shared in writing with DUE.

5.03 Tuition Waiver

The College shall provide a tuition waiver program for full-time educators, their spouses, dependent children, and dependent stepchildren. The waiver of tuition shall be limited to a total budget amount of $150,000 during each year of the contract. When the limit is reached in any given year, no further waivers will be allowed. The tuition waiver applies to credit courses only.

In a class section where tuition waiver students are enrolled, the College will, where facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class be increased because of this article by more than three students without the faculty member's approval.

All normal registration procedures will apply to individuals utilizing this benefit.

5.04 Awards for Acquiring an Advanced Degree

Effective 9/1/2016, non-teaching educators who have attained an advanced degree while employed in a DUE FT position will be eligible to receive a one-time monetary payment of:

Master's Degree - $1,500.00 Doctoral Degree - $2,000.00

These payments are considered additional compensation but are not part of the employee's base salary. Payments are subject to all Federal, State, and local taxes. Payment will be generated upon verifiable documentation submitted by the employee.

5.05 DCC Course Enrollment

All members of the bargaining unit will be able to attend any credit class and any job-related credit- free class offered by Dutchess Community College on a space available basis. The conditions under which this benefit may be exercised are: (1) The class hours do not interfere with the performance of a staff member's full-time responsibilities. (2) The staff member would not pay any tuition or registration charges. (3) The staff member would have neither credit nor audit status but, upon successful completion of the course, would have a letter placed in his/her personnel folder verifying this professional development activity. (4) Credit-free courses shall be deemed to be job-related when approved by the staff member's Department Chair and the appropriate supervising Dean.

5.06 Vacations, Holidays, Personal Leave, and Compensatory Time for Non-Teaching Educators

(a) Vacations

Non-teaching educators, other than temporary appointments shall be granted 21 working days vacation per year. After five full years of service at Dutchess Community College, non-teaching educators shall be granted one additional vacation day. Non-teaching educators may receive payment for up to five unused vacation days per year at the rate in effect in August of the year in which the days were earned or may carry over up to five unused vacation days which shall be used by May 31 of the following year.

(b) Holidays

There shall be 12 holidays a year. Non-Teaching Educators who are required to work on an official College holiday will be given equivalent time off as a floating holiday.

(c) Personal Leave

The Board of Trustees shall grant non-teaching educators four days of personal leave credit per academic year. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave for continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature.

(d) Compensatory Time

The Board of Trustees shall grant Non-Teaching Educators compensatory time off for additional job related work required to be performed outside of the Non-Teaching Educator's regular work schedule.

Such additional required work, whenever feasible, using the College's provided form must be preapproved by the Non-Teaching Educator's supervisor and the division VP or designee.

Compensatory time is cumulative up to a maximum of 5 days per fiscal year. The College's unit for computation of accrual shall not be less than one half hour. Required attendance on a non-work day

will accrue a half day for up to 3.5 hours of work and a whole day for work in excess of 3.5 hours.

Accrued compensatory time that is unused at the end of the fiscal year must be taken within the first 45 days of the new fiscal year and shall not be liquidated in cash at any time.

(e) Increments for Time Usage

Vacation, compensatory, and personal leave time may be taken in 15 minute increments.

(f) Inclement Weather and Other Emergency Closings

In the event the College President deems it necessary to close the College due to inclement weather or other emergency closing purposes, non-essential, non-teaching educators will not be required to use benefit time or make up lost work time. Essential employees are required to report to work as determined appropriate and necessary by the College President or his or her designee.

5.07 Bereavement Leave

Bereavement leave is the absence due to the death of an educator's mother, father, mother-in-law, father-in-law, husband, wife, domestic partner, siblings, children, grandparent, grandchild, or other dependents or household members. Educators may use up to four (4) paid bereavement days for each loss.

5.08 Sick Leave for Teaching Educators

(a) Sick Days

The Board of Trustees agrees that educators with 10 month responsibilities shall be granted 10 working days sick leave with pay for each year of service. Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of 165 working days. The College's unit for computation shall not be less than one-half day. Temporary full-time faculty who are appointed to a full-time tenure track position without any break of service shall be credited with unused sick leave which was accrued and unused during the temporary full-time employment. This provision shall be applied prospectively only to current and future eligible temporary full-time faculty.

(b) Continuing Personal Illness

If an educator is unable to perform his duties because of a continuing personal illness and has exhausted accumulated sick leave benefits, the President will, upon the presentation of a physician's statement verifying such personal illness, grant the educator an additional period of sick leave of up to five days beyond the benefit that has been accumulated. In instances where the additional benefit authorized by the President is not sufficient to cover the period of extended illness without loss of salary, the Board of Trustees may, upon the presentation of a physician's statement attesting to a continued personal illness which could preclude satisfactory job performance, grant full-time educators additional sick leave, with pay up to six months or up to the time that long-term disability insurance becomes effective—whichever is sooner. Such authorization shall not be unreasonably denied.

(c) Income Benefits through Long-Term Disability Plan

Monthly income benefits provided through the long-term disability plan will be 60 percent of the first $5,000 of monthly salary base with a maximum payment of $3000 monthly.

(d) Accumulated Sick Leave Death Benefit

Upon the death of any educator while in service at the College, payment up to 40 days of any remaining accumulated sick leave will be paid by the College to his/her estate, at the rate of $50 a day.

(e) Unused Sick Leave upon Retirement

Upon retirement, educators with unused days of sick leave and 10 years of credited full-time service shall be paid one day for each three unused sick days, up to a maximum of 45 days.

Payment to teaching educators for unused days of sick leave shall be 1/180 of their final salary per day. Such calculations shall have no bearing on the number of required work days per year.

(f) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness, family illness, and for bereavement. Family illness is illness of a parent, spouse, or child.

5.09 Sick Leave for Non-Teaching Educators

(a) Sick Days

The Board of Trustees agrees that educators with 12 month responsibilities shall be granted twelve working days sick leave with pay for each year of service. Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of 165 working days. The College's unit for computation shall be in 15 minute increments.

(b) Continuing Personal Illness

If an educator is unable to perform his duties because of a continuing personal illness and has exhausted accumulated sick leave benefits, the President will, upon the presentation of a physician's statement verifying such personal illness, grant the educator an additional period of sick leave of up to five days beyond the benefit that has been accumulated. In instances where the additional benefit authorized by the President is not sufficient to cover the period of extended illness without loss of salary, the Board of Trustees may, upon the presentation of a physician's statement attesting to a continued personal illness which could preclude satisfactory job performance, grant full-time educators additional sick leave, with pay up to six months or up to the time that long-term disability insurance becomes effective--whichever is sooner. Such authorization shall not be unreasonably denied.

(c) Income Benefits through Long-Term Disability Plan

Monthly income benefits provided through the long-term disability plan will be 60 percent of the first $5,000 of monthly salary base with a maximum payment of $3000 monthly.

(d) Accumulated Sick Leave Death Benefit

Upon the death of any educator while in service at the College, payment up to 40 days of any

remaining accumulated sick leave will be paid by the College to his/her estate, at the rate of $50 a day.

(e) Unused Sick Leave upon Retirement

Upon retirement, educators with unused days of sick leave and 10 years of credited full-time service shall be paid one day for each three unused sick days, up to a maximum of 45 days.

Payment to non-teaching educators 1/210 of their final salary per day. Such calculations shall have no bearing on the number of required work days per year.

(f) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness, family illness, and for bereavement. Family illness is illness of a parent, spouse, or child.

5.10 Sabbatical Leave

(a) Eligibility

The Board of Trustees agrees that every tenured teaching educator having six years of consecutive service shall be eligible for sabbatical leave. Consecutive service shall be defined as years of full-time service in tenure track or continuing appointments. Further, full-time non-teaching educators, on other than temporary contracts or grant-funded appointments, having six years of consecutive service shall be eligible for sabbatical leave.

(b) Maximum Number of Sabbatical Leaves, Duration, and Salary

The Board of Trustees agrees that sabbatical leaves may be given up to a maximum of five percent of the teaching educators each academic year consistent with the requirements of the College. Those teaching educators granted full-year sabbaticals shall receive 50 percent of their base salary for that period. Those teaching educators granted half-year sabbaticals shall receive 100 percent of their base salary for that period.

Non-teaching educators may be granted sabbatical leaves ranging from one month to 12 months in duration. Those granted sabbaticals of up to six months will receive 100 percent of their base salary. Salary will be prorated for those granted sabbaticals of longer than six months, with half pay for 12 months.

(c) Half-Year Sabbaticals

Those taking half-year sabbaticals during the spring semester shall not be required to return to work following the Christmas break if the Office of Academic Affairs approves.

(d) Full-Year Sabbaticals

The Board of Trustees encourages full-year sabbatical proposals from teaching educators.

(e) Educator Responsibilities during Sabbatical Leave

Educators on sabbatical leave shall not teach nor perform any professional duties at the College. The only exception is for faculty participating in person for Department Chair vote or Promotion and Tenure departmental hearing and vote.

(f) Sabbatical Leave to Provide Additional Qualifications

Up to two additional sabbaticals beyond the five percent may be available each year designed to provide additional qualifications to teach in a different discipline: for full-time tenured teaching educators with at least 10 years of continuing full-time teaching experience at Dutchess or permission of the Office of Academic Affairs, not eligible for sabbaticals under the regular process, unable to be assigned a full teaching load, and facing the prospect of termination. Application for such a sabbatical must be with permission of the President and must be in a field in which there is an institutional teaching need.

(g) Severance in Lieu of Sabbatical Leave

In lieu of applying for such a sabbatical, the individual in question may choose, with the approval of the President, to receive 50 percent of his/her last year's base salary as severance at the conclusion of his/her 12 month notification year (last year). Such payments shall be subject to all applicable federal, state, and local taxes and other payroll deductions.

Individuals who are approved to receive severance will be continued in the College's Health Insurance Program pursuant to COBRA legislation. The College will pay for the first six months of continued coverage.

5.11 Personal Leave for Teaching Educators

The Board of Trustees shall grant teaching educators three days of personal leave credit per academic year. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave, for tenured and continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature.

5.12 Maternity and Paternity Leave

(a) Granting Leave Upon Birth or Adoption of a Child

The Board of Trustees shall grant educators a leave of absence without pay upon the birth of a child or adoption of a preschool age child. Such leave may commence prior to the actual date of birth or adoption as may be mutually agreeable. Leaves under this provision shall not exceed one year.

(b) Extension of Maternity or Paternity Leave

Extension of such leaves of absence may be granted by the Board of Trustees. Such requests shall not be unreasonably denied.

(c) Use of Accumulated Vacation Leave Credits

Accumulated vacation leave credits as may be available may be used to reduce the amount of leave without pay.

(d) Use of Accumulated Sick Leave Credits

Accumulated sick leave credits as may be available may be used to reduce the amount of leave without pay, upon competent medical proof that such educators are unable to perform their regular duties.

(e) Leave Granted to Temporary Full-Time Educators

Maternity and paternity leave granted to temporary full-time educators shall be considered as employment for the purposes of calculating maximum years of temporary full-time employment.

5.13 Jury/Court Appearances/Military Duty

Educators scheduled for jury duty; those required to appear in any court or before any administrative agency of the Federal, State, or local government; and those called to military duty shall be excused from professional responsibilities for such appearances. Compensation, if any, received for jury duty shall be remitted to the College.

5.14 Leave Without Pay

(a) Grant of Leave of Absence Without Pay

The President and the Board of Trustees may, upon request by an educator, grant a leave of absence without pay. Such requests shall not be unreasonably denied. Leaves of absence up to 30 calendar days duration may be approved by the President without approval by the Board of Trustees. During such leaves, all benefits will be continued. Health insurance will be continued for a maximum of six months. Educators on unpaid leave shall retain but shall not accrue credit, as applicable, toward tenure or sabbatical leave.

(b) Return from Leave

In cases agreed upon in advance by the Board of Trustees, upon return from leave, an educator may be placed at the same position on the salary schedule that he/she would have been on had he/she worked in the College during such period exclusive of rank promotion.

(c) Temporary Full-Time Educators

The provisions of this section shall not apply to temporary full-time Educators.

5.15 Health Insurance

(a) Available Health Plans

Effective September 1, 2016 through December 31, 2017, the following health plans will be available to educators:

- Blue Cross/Blue Shield Healthy Advantage
- Blue Cross/Blue Shield EP020
- MVP Co-Plan 25/40 (only for those enrolled prior to September 1, 2016)
- CDPHP Co-Plan 20 (only for those enrolled prior to September 1, 2011).

Effective January 1, 2018, the following health plans will be available to educators:

- Blue Cross/Blue Shield Healthy Advantage
- Blue Cross/Blue Shield EPO20

(b) Employee Contribution

Effective through December 31, 2017, educators enrolled in Family coverage will pay 12½% of the monthly premium.

Effective January 1, 2018 through August 31, 2018, Educators enrolled in health coverage will contribute to the cost of his/her health care plan monthly premiums at the following rates:

Educator Contributions to Health Care Plan Monthly Premiums January 1, 2018 through August 31, 2018		
Plan Type	Individual Coverage	Family Coverage
BC/BS Healthy Advantage	4%	12.5%
BC/BS EPO 20	0%	8%

Effective September 1, 2018, Educators enrolled in health coverage will contribute to the cost of his/her health care plan monthly premiums at the following rates:

Educator Contributions to Health Care Plan Monthly Premiums Effective September 1, 2018		
Plan Type	Individual Coverage	Family Coverage
BC/BS Healthy Advantage	4%	12.5%
BC/BS EPO 20	2%	8%

Employee contributions will be made on a pre-tax basis. Annual employee health care plan premium contributions will not exceed the maximum contribution in a calendar year as indicated for each of the health care plans and coverage. The maximum will be proportionately calculated if an Educator changes plan and/or coverage within a calendar year.

Maximum Contribution per Calendar Year		
Plan Type	Individual Coverage	Family Coverage
BC/BS Healthy Advantage	$797	$5,552
BC/BS EPO 20	$354	$3,158

The College agrees to provide an annual statement to DUE of the cost reduction or increase resulting from the changes to health insurance under this agreement.

(c) College Option to Change Health Insurance Carriers

During the life of this Agreement, the College will have the option of changing health insurance carriers, provided that similar benefits are provided and that DUE is given 60 days notice of the College's intention to change carriers.

(d) Opt Out

Educators who are otherwise insured may voluntarily opt out of the health insurance plan. Those who opt out will receive an annual payment for each year opted out in accordance with the following schedule:

Family Coverage - $3,000

Individuals who opt out must provide written proof of alternative health insurance. Specific application procedures and payment dates will be determined by the College. Re-entry into or opting out of the health insurance program will be permitted during the open enrollment period for a January effective date or within 60 days of a qualifying event. . Additional procedures for the administration of the buyout will be determined by the College and shared in writing with DUE. Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

(e) Health Insurance Upon Death of an Educator

Upon the death of an educator, health insurance will continue to be fully paid for an otherwise eligible surviving spouse and dependent children, for three full calendar months. At the end of the three months, the surviving spouse and dependent children will have the option of continuing in the College health plan.

Those electing to do so will be required to pay 100% of the monthly premium. An administrative fee of up to 10% of the premium may be charged as deemed necessary by the College.

5.16 Dental Insurance

Dental insurance benefits will be provided through the CSEA Benefit Fund or comparable plan. The College will pay 100 percent of the premium costs.

During the life of this Agreement, the College will have the option of changing dental insurance carriers provided that benefits similar to those provided by the scheduled benefit plan are provided and that DUE is given 60 days notice of the College's intention to change carriers. The plan must be agreeable to Dutchess Community College and the Dutchess United Educators.

5.17 Early Retirement Benefits

(a) Eligibility

Eligible educators in the DUE bargaining unit must be age 60 with at least fifteen years of full-time service at DCC of which 10 years must be in a DUE bargaining unit position. Early retirement benefits include retiree health insurance as described in Section 5.18 Regular Retirement, a monetary incentive payment, and a payment based on unused sick leave.

(b) Incentives

Eligible Educators will receive the following monetary incentives based on age at retirement as a percentage of their final academic year salary. Educators shall receive such incentive in one, two or three payments. The specific dates will be determined with each educator. Such payments will be subject to applicable IRS regulations.

Age of Retirement with 15 years of full-time credited service at DCC	**Incentive** % of Final Academic Year Salary
60	50%
61	40%
62	30%
63	20%
64	10%
65	0%

(c) Health Insurance

Educators may continue in the health insurance program. Educators shall pay 15% of the individual coverage and 22.5% of the two-person or family coverage. At age 65, educators who elect to continue in the health insurance program will share the premium costs. The College will pay 70% of the cost of individual coverage or 55% of family coverage.

Upon the death of an educator, health insurance will continue to be fully paid for the surviving spouse and dependent children for three full calendar months. At the end of the three months, an otherwise eligible surviving spouse and dependent children will have the option of continuing in the College health plan. Those electing to do so will be required to pay 100% of the monthly premium. An administrative fee of up to 10% of the premium may be charged as deemed necessary by the College.

Employees between the ages of 55 and 59 who are otherwise eligible for early retirement will not be eligible for early retirement incentives described in 5.17(b) and 5.17(c) but will be eligible to receive retiree health insurance with the same contribution rates as a regular retiree pursuant to 5.18 (College pays 70% for individual coverage or 55% of family coverage). This benefit will cease if the educator accepts other employment with an employer who provides health insurance benefits. Upon reaching the age of 65, these retirees may continue in the College's health plan at the same rates but will not be eligible for Medicare Part B reimbursement by the College.

(d) Maximum Payment

The maximum payment for unused sick leave and early retirement incentive made to educators will be 100 percent of final academic year salary. This limit does not apply to educators hired prior to 9/1/97 who are Tier 1 members of TRS or ERS.

(e) Notice of Early Retirement

Teaching educators expecting to receive Early Retirement incentives must give notice of Early Retirement to the College President at least nine months prior to their retirement date. Non-Teaching Educators expecting to receive Early Retirement incentives must give notice of Early Retirement to the

President at least five months prior.

(f) Payment Subject to Tax

Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

(g) Extended Early Retirement

Teaching educators who choose early retirement may, at the time of application, also apply for Extended Early Retirement, in which case they would remain on the faculty as half-time lecturers with half their annual salary calculated on the basis of the first step of the rank which they had achieved at the time of application. Teaching educators opting for Extended Early Retirement may continue in this state from the time they receive their incentive for a period of up to five years or until they file for retirement benefits, whichever comes first. The Extended Early Retirement may begin up to one year after the receipt of Early Retirement incentive. The five years additional teaching need not be done on a continuous basis.

Teaching educators granted Extended Early Retirement will be responsible to maintain and post office hours, in a distribution approved by the Department Chair, not to exceed one-half the amount normally expected of a full-time faculty member. Educators may serve on College committees if appropriate and agreed to by the educator and the Department Chair.

It is further understood that, as half-time lecturers, teaching educators no longer occupy tenure track positions and are not eligible for the benefits and privileges of full-time permanent faculty with the exception of health benefits outlined in Subsection (c).

(h) Sick Leave for Half-Time Lecturers

Half-time lecturers shall be granted sick leave of one class hour per semester for each class hour taught per week.

5.18 Regular Retirement

Educators who choose regular retirement at age 65 or older with 10 or more years of DCC service may elect to continue in the College's Health Insurance program. Those who elect to continue in the College's health plan will share the costs of the insurance. The College will pay 70 percent of individual coverage or 55 percent of family coverage.

Upon the death of an educator who has retired, health insurance will continue to be fully paid for the surviving spouse and dependent children for three full calendar months. At the end of the three months, the otherwise eligible surviving spouse and dependent children will have the option of continuing in the College health plan. Those electing to do so will be required to pay 100% of the monthly premium. An administrative fee of up to 10% of the premium may be charged as deemed necessary by the College.

Educators who choose regular retirement are encouraged to give one semester notice to the College.

Retirees shall be entitled to participate in the same health insurance plan(s) offered to active employees.

The College agrees to reimburse Medicare eligible employees and their spouses for Medicare Part B expenses up to the listed base rate. This benefit shall be based upon the retiree reaching Medicare eligibility.

5.19 Proper Academic Attire:

The Board of Trustees shall provide proper academic attire, without expense to educators, in accordance with protocol required for convocations or commencement exercises.

5.20 Life Insurance:

Term life insurance will be provided for each educator during the life of this Agreement. Such insurance will be provided in an amount equal to one times the educator's base salary rounded to the nearest thousand dollars.

5.21 Flexible Benefits:

Individuals are able to designate an amount of pre-tax compensation to a flexible spending account. The amount, which will be limited by IRS guidelines, may be used for IRS approved dependent care expenses and non-reimbursed medical, dental and vision care expenses.

Monies designated to these accounts, but not used during the year, cannot be returned to the individual.

Article VI: RESPONSIBILITIES AND PRACTICES OF EDUCATORS

6.01 Outside Compensated Activities

Full-time employment by the College shall be considered the basic full-time employment of all educators. In the performance of his/her specific and individual duties and obligations to the College, the educator shall be regarded as an employee of the College. He/she shall be responsible to his/her immediate supervisor, to the appropriate VP / Dean and to the President of the College, and to the Board of Trustees, as the case may be. Educators may engage in outside compensated activities provided such activities do not interfere with their teaching effectiveness or College duties and responsibilities. Prior to the acceptance of such commitments and on an annual basis thereafter, educators wishing to engage in additional compensated activities shall specify in writing their exact nature and duration to their supervisor for approval. The approved request will be forwarded to the next level of supervision for subsequent approvals. The President, after stating the reasons, may withhold approval of such activities or request their discontinuance.

6.02 Professional Obligations

The professional obligations of teaching educators shall include no more than five working days beyond the time between the first day of classes in the fall and graduation in the spring. The specific

dates of obligation will be stated in the academic calendar.

Department Chair days of obligation shall include all days of faculty obligation. The College recognizes that the role of Department Chair involves some work during the summer months. Therefore, the College will compensate Department Chairs for seventy (70) hours at the non-teaching rate. A maximum of fifteen hours will be scheduled in consultation with the Office of Academic Affairs. Payment will be tendered in the last payroll of the fiscal year.

The professional obligations of non-teaching educators shall be from September 1 until the following August 31.

6.03 Annual Federal and/or State Mandated Training

All full-time educators will complete two hours of mandated federal/state training as part of their professional responsibilities. If additional training is required, the College will pay at the individual's prevailing non-teaching assignment rate. With the approval of their supervisor, non-teaching educators who start and complete training outside of their regularly scheduled hours will receive compensation at the individual's prevailing non-job related assignment rate.

6.04 Annual Teaching Load

Teaching educators shall teach in each academic year a maximum of 30 contact hours without additional pay in the following disciplines: Accounting, Art History, Behavioral Sciences, Business, Criminal Justice, Computer Information Systems, Computer Science, Economics, French, German, Geography, Government, Health Education, History, Hospitality and Tourism, Italian, Mathematics, Office Technologies, Paralegal, Philosophy, Psychology, Reading, Spanish, and Speech, Career and Life Planning, Humanities, Liberal Arts/Humanities, Liberal Studies, and Retail Business Management. Those educators teaching English shall teach in each academic year a maximum of 27 contact hours without additional pay. Teaching educators shall teach in each academic year a maximum of 33 contact hours without additional pay in the following disciplines: Architectural Technology, Air Conditioning and Refrigeration, Art, Astronomy, Biology, Child Care, Chemistry, College Study Skills, Communications & Media Arts, Construction Technology, Computer Assisted Drafting, Computer Integrated Manufacturing, Dance, Dietetic Technology, Early Childhood, Electrical Technology, Electromechanical Technology, Engineering, Environmental Science & Conservation, Geology, Medical Laboratory Technology, Mental Health Assistant, Music, Nursing, Physical Education, Physical Sciences, Physics, Recreation Leadership, Theatre, and, Allied Health, Chemical Dependency Counseling, Engineering Technology, Paramedic, Performing Arts, Phlebotomy, Science, Telecommunications, Wellness and Fitness Education.

If 30 lecture hours are taught in any discipline in a year, it shall be considered a full annual teaching load. In those disciplines where the annual teaching load is 33, if the amount of laboratory hours taught in a year is three or less, then 30 contact hours shall be considered a full load.

Teaching educators should normally teach half or more than half of their annual teaching load in the fall. A fall semester load for 27-30 contact hour teaching educators would normally be 15 contact hours. A fall semester load for 33 contact hour teaching educators would normally be 17 contact hours. Any contact hours taught above load within a semester or in an academic year is referred to as "overload". Compensation for overload teaching can be found in section 8.01(b) Overload Teaching.

Teaching educators may have a portion of their teaching load reassigned to related non-teaching duties. Reassigned time is allocated as and considered equivalent to contact lecture hours when considering a teaching educator's contractual load within a semester or academic year. Teaching educators cannot use reassigned time such that they would have less than three contact lecture hours in any given semester without the approval of the Office of Academic Affairs and only in the case of an unavoidable institutional need.

6.05 Contact Hour Adjustment

(a) Intention

The intention of this contact hour adjustment formula is to provide, where possible, an alternative to retrenchment, program or course cancellation, or other special cases.

(b) Option of Teaching Other Courses

The faculty member shall be given the option of teaching other courses where feasible and appropriate.

(c) Problem Resolution

Problems that may arise concerning the implementation of this formula shall be resolved by mutual agreement between DUE and the College.

(d) Formula Guideline

The following formula shall serve as a guideline:

(1) For a typical three lecture hour/three credit course, a faculty member would receive:

a) one contact hour of credit or salary for two to four students,

b) two contact hours of credit or salary for five to eight students,

c) and the full three contact hours if nine or more students were enrolled in the class.

(2) Credit for laboratory contact hours shall follow the same formula as described in part 1 above.

6.06 Assignments to Make Full Load

Teaching educators for whom it is not possible, under good administrative and educational practice, to assign a normal teaching load may be assigned evening courses or other professional duties, without additional compensation, at the discretion of the Office of Academic Affairs and support of the appropriate Department Chair. Past departmental practices will be followed. In the event that evening assignments become necessary for a teaching educator to make full load, past departmental practices may be waived by the Office of Academic Affairs. In addition, teaching educators, where feasible and consistent with departmental practices, and in consultation with the Office of Academic Affairs, may teach a maximum of three contact hours in the summer session subsequent to the academic year, without overload compensation, in order to achieve a full teaching load for that academic year.

A full load of one hour less than the contractual teaching load as described in 6.04 Teaching Load is permitted if there are no reasonable alternatives.

6.07 Office Hours

Teaching educators shall maintain and post four office hours per week on a minimum of three different days for the purpose of advising and assisting students with their course work. Office hours should not be scheduled during the times reserved for College Activities, All-College Programs, or Student Activities. Office hours should be chosen with the schedules of students in mind.

6.08 Student Engagement Activities

Teaching educators are responsible for participating in student engagement activities. These activities include but are not limited to: advisement, orientation activities, supplementary instruction, tutoring, mentoring students in discipline, serving as club advisor, organizing or participating in extracurricular activities/programs for students. All student engagement activities are valued and teaching educators should participate in such activities that best suit their area of expertise and interest.

6.09 Master Schedule Guidelines

(a) Room Assignments

Classes should be assigned to rooms and laboratories which can properly accommodate them.

(b) Same Room for Lecture Sessions

To the extent possible, a class should be assigned to meet in the same room for all its lecture sessions.

(c) Regular Teaching Day

The regular College teaching day shall begin at 8:00 a.m. and terminate at 5:00 p.m. Teaching educators shall normally have instructional responsibilities scheduled five days a week and shall be on campus as required to perform their professional obligations. In the interest of permitting graduate study or other professional work, or adjusting an underload, or meeting an unanticipated educational need, exceptions to this guideline may be made with the approval of the Office of Academic Affairs and the appropriate Department Chair.

(d) Splitting Courses between Day and Evening

The College will not split evening courses (i.e., those beginning after the hours of the regular teaching day as specified above), or day lecture courses without the agreement of the individual concerned in order to achieve a full teaching load. Exceptions may be made for courses which are appropriate for team teaching or are agreed to by the teaching educator(s) concerned. Teaching educators shall generally have classes scheduled within a six-hour spread. The assignment of teaching educators up to an eight-hour spread by the Office of Academic Affairs is permissible in order for the teaching educators to make full load.

(e) Special Scheduling Requirements

Department Chairs, after consulting with Program Chairs and other teaching educators, shall

inform the Director of Scheduling in writing of any special scheduling requirements for courses offered by their respective departments at least eight weeks before the end of the semester prior to the semester for which the request is made. Such requests shall include items requiring special consultation, or for which special arrangements must be made.

(f) Teaching Assignments

Specific assignments for teaching educators will be determined within each department and approved by the Office of Academic Affairs.

6.10 Online / Hybrid Courses

(a) Approval and Requirements

Full-Time Educators (Faculty and Non-Teaching Educators) wishing to teach an online/hybrid course must receive the prior written approval of the academic Department Chair and the Office of Academic Affairs. Additionally, they must currently be teaching or in the past have taught at least one lecture based credit course at Dutchess Community College before developing an online/hybrid course(s). No Educator will be assigned an online/hybrid course without prior training in an appropriate Course Management System (CMS) and without his/her consent.

Hybrid courses have at least 1/3 of the educational content conveyed in a digital environment. The contact hours of face-to-face meetings in a Hybrid course must be approved by the Department Chair and the Office of Academic Affairs. Online learning courses are taught entirely online but may include proctored assessments.

A Full-Time Educator must successfully teach an online/hybrid course at least one semester before seeking permission to teach an additional online/hybrid course. The preparation to teach an approved additional online/hybrid course can only take place during or after the second semester of teaching the current online/hybrid course.

(b) Non-Teaching Educators

Online/hybrid teaching assignments may not interfere with or be fulfilled during an Non-Teaching Educator's regular work schedule without a schedule adjustment and written permission of theNon-Teaching Educator's Supervising Dean.

(c) Training

i. Full-Time Educators approved to teach his or her first online/hybrid course will receive documented training in the appropriate CMS prior to offering the course. The approved Educator will attend all of the required training sessions. The Associate Dean of Academic Affairs or his/her designee will mentor the Educator when needed.

ii. During the one semester of training/preparation to offer his/her first online/hybrid course, the Full-Time Educator will be paid for three (3) lecture hours at the appropriate overload teaching rate to be paid upon verified completion of the training/preparation. This payment shall be for learning and applying the CMS and relevant pedagogy to teach an online/hybrid course.

iii. For any subsequent online/hybrid course(s) taught by a Full-Time Educator, or for course development by a Full-Time Educator with documented prior training in an appropriate

CMS, one (1) lecture hour at the appropriate teaching rate will be paid to the Educator in the preparation semester for applying the appropriate CMS and relevant pedagogy to the development of each additional online/hybrid course.

iv. The Full-Time Educator teaching an online/hybrid course must have specific course information including a syllabus, schedule, and introductory announcement placed in the CMS at least one week before the commencement of the semester in which the course is to be taught.

v. The College agrees to consider and discuss with DUE additional training support for faculty teaching Hybrid courses as those opportunities become available.

(d) Online/Hybrid Course Offerings

Approved Full-Time Educators agree to offer any online/hybrid course for three (3) semesters if they received payment for training / preparation. If a Full-Time Educator cannot complete the teaching of a section of such course(s), online course materials created to that point shall be shared for the conclusion of that semester only.

(e) Formal Observation

Those Educators teaching online/hybrid courses in addition to lecture based courses shall have an online/hybrid course be used at least once every three years for their formal class observation.

(f) Teaching and Student Load Limitations

i. Online/hybrid courses being taught during the Spring and Fall semesters can be considered part of the Full-Time faculty member's regular load. They may also be taught as overload for Full-Time Educators. Online/hybrid courses taught in the summer will be used towards the educator's Summer teaching maximum. Limitations for teaching online/hybrid courses throughout the year are defined in the following table:

	Fall Semester	**Spring Semester**	**Winter Term**	**Summer Session**
Faculty	2 sections on load and 2 as overload	2 sections on load and 2 as overload	1 section as overload	3 sections per term as overload. No more than 9 contact hours per term, not to exceed the cost of 16 lecture hours for entire Summer session.
Non-teaching Educators	1 section as extra-service*	1 section as extra-service*	1 section as extra-service*	1 section per non-overlapping term as extra-service*

* = With the approval of the Department Chair, OAA, and their direct Supervisor.

ii. The first semester that the initial online/hybrid course is taught, the instructor shall be limited to one online/hybrid section of that course and class enrollment shall be at a

maximum of sixteen (16) students. Thereafter, the maximum enrollment for online courses and hybrid courses with 50% or more of the education content being taught online shall be: 90% of the maximum for the regular course if the maximum is 20 students or less and 80% of the maximum for the regular course if the maximum is 21 students or more. Hybrid sections with less than 50% of educational content being taught online would have maximum enrollment consistent with face-to-face sections.

(g) Intellectual Property

The College has the rights to the course outline, the orientation documents, and the sequencing of the content material; however, the specific assignments, discussion questions, or other Educator generated academic content remain the intellectual property of the Full-Time Educator.

(h) Waiver

The Office of Academic Affairs may waive the requirements / limitations in Sections 6.10(a), 6.10(c).i., and 6.10(f).i. with the approval of DUE and the Full-Time Educator. A formal waiver process shall be jointly approved by DCC and DUE within 6 months of this agreement's approval.

6.11 Work Week for Non-Teaching Educators:

The Trustees acknowledge the College's obligation to establish reasonable weekly workloads for non-teaching educators with full recognition on the part of DUE that there may be critical periods during which the established workloads may be exceeded. Normally, except in cases of institutional or student need, non-teaching educators shall be scheduled to work Monday through Friday from 9:00 a.m. to 5:00 p.m.

Initiating with the first full work week in June and ending with the last full work week in August, Non-Teaching Educators may work a four-day, 40 hour work week including 1 hour and 15 minutes lunch daily with their consent and with the approval of the appropriate Dean. Sick days, personal days, and leave days taken during a four-day work week shall be adjusted accordingly.

In the event that the College is closed on Fridays during the summer, Non-Teaching Educators will have the option of working an extended four-day work week, using approved leave time or taking Friday as an unpaid day. Sick days, personal days, and vacation days taken during a four-day work week will be adjusted accordingly.

Article VII: GENERAL PROFESSIONAL PRACTICES

7.01 Personnel Files

(a) Maintaining Two Files (Open and Closed)

The College shall maintain two files, an open file and a closed file, for each educator. The files for non-teaching educators are maintained and held in the Office of Human Resources. The files for teaching educators are maintained and held in the Office of Academic Affairs.

(b) Open File

An individual's permanent open file is established upon initial appointment to a position on the faculty or administrative staff and shall contain all materials accumulated following his/her initial appointment to the College.

(1) Materials placed in an Educator's open file are available for review. Educators will be informed of all material concerning them received by or generated by the College and if it is to be retained in the staff member's file.
(2) At the end of each academic year, Department Chairs/Supervisors shall submit any memoranda or communication bearing upon the professional performance of an Educator including merit evaluations for deposit in the open file. Any of this information in the possession of the Department Chair/Supervisor that is not to be placed in the open file will be destroyed.
(3) The open file shall be available for review by the Educator.
(4) The open file may be read by the Educator's representative under either of the conditions set forth below. In either case, the representative must sign a statement giving his/her name, title address, date, and name of the person whose file is to be read.
   a. If the representative is accompanied by the Educator concerned and the latter so acknowledges this fact.
   b. If the representative is alone but has power of attorney to act on the Educator's behalf.
(5) The Educator shall have the right to read the contents of the open file and attach any comments which he/she may deem relevant to any of the materials contained therein.
(6) Teaching Educator files may only be read in the Office of Academic Affairs and in the presence of a representative of the Office of Academic Affairs.
(7) Non-Teaching Educator files may only be read in the Office of Human Resources and in the presence of a representative of the Office of Human Resources.
(8) Appointments should be made when a Educator intends to read his/her file in order that convenient times and security may be established. Original materials shall not be removed under any circumstance but requests by the Educator concerned (or the Educator's representative) for copies of materials shall be granted.
(9) The Educator may attach comments on a separate paper to any material in the file. Likewise, the Dean/Director may, if he/she so wishes, add any notation regarding the circumstances concerning the additions. If the original material is later removed from the file, any written comments by the Educator shall be accurately represented within any summary of those materials removed from the file.
(10) A copy of this procedure is to be given to all Educators requesting a review of their file, signed and dated, and kept in the open file as a permanent record of both authorization and compliance.

(c) Closed File

The closed file shall contain only the materials accumulated prior to the unit member's appointment to the College.

7.02 Faculty Evaluation Process

(a) Purpose

The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to recognize and encourage outstanding professional performance by providing a process that includes supervisory, peer, and self-review. Through this process, faculty are able to identify areas of excellent performance and areas for improvement, and peers and supervisors are able to provide useful feedback for consideration. Support of a professional working environment and professional development are key elements of an outstanding professional performance; therefore, the evaluation process also addresses possible actions as a result of the evaluation process. An evaluation of faculty shall be based on total professional performance. The evaluation of a full-time faculty member is conducted by the faculty member's department chair. An exception is for a full-time faculty member serving as department chair. In that case, the faculty member's evaluation is conducted by the Office of Academic Affairs.

(b) Evaluation Process

The primary component of the evaluation process is the Professional Development Report which provides detailed information concerning the three aspects of faculty: teaching, service, and scholarship. Classroom observations and student surveys of teaching are a part of the process to supply first-hand information about the faculty member's teaching practice. The process also includes review of procedural responsibilities of faculty.

Detailed information about the Professional Development Report and process is located in Appendix C, requirements for syllabi is located in Appendix D, classroom observation process in Appendix E, student survey of teaching process is located in Appendix F, student survey of teaching form is located in Appendix G, and guidelines to address faculty evaluation recommendations is located in Appendix H. The processes described in Appendices C through H will be implemented starting in fall 2017.

7.03 Promotion of Teaching Educators

(a) Commitment to Sound Policy of Appointment and Promotion

The Board acknowledges a commitment to a professionally sound policy of appointment and promotion to positions of academic rank based upon the instructional needs of the academic program and student enrollment and the professional progress and achievement of the teaching educators. To this end, each year the Board of Trustees shall provide for the promotion of those full-time teaching educators eligible and qualified for promotion in rank to the extent that positions are available to support such promotions. Availability of positions will be determined by budgetary criteria.

(b) Committee on Promotion and Tenure

A Committee on Promotion and Tenure shall be established to advise the President and Board of Trustees on all matters having to do with promotion of teaching educators, granting of continuing appointments and non-reappointment of continuing appointments. The Committee shall consist of 10 tenured faculty members---one from each department --with one-half elected annually by the teaching educators. Each department will elect its representative through a process conducted by the office of the

Dean of Academic Affairs. Department Chairs will be ineligible to serve if they have candidates for promotion or tenure from their department. No faculty member will be allowed to serve more than two successive two-year terms. No candidate for promotion shall serve on the committee during the period of his/her candidacy for promotion.

(c) Departmental Consideration for Promotion and Tenure

Within each department of the College, all teaching educators meeting minimum requirements for promotion and/or tenure shall be considered by a committee composed of the Department Chair and all tenured teaching educators of that department. Formal procedures for departmental recommendations on promotions and continuing appointments shall be made in accordance with procedures promulgated by the Board of Trustees.

(d) Departmental Recommendations

All departmental recommendations shall be forwarded in writing to the Committee on Promotion and Tenure. Department Chairs who wish to recommend promotions, continuing appointments or non-reappointments of continuing appointments will be invited, along with the candidate, to appear before the Committee to support their recommendations. A Department Chair may be accompanied by an additional staff member of his/her choice. Department Chairs may also be required to justify their failure to recommend an eligible teaching educator for promotion.

(e) Recommendations from Committee on Promotion and Tenure

The Committee on Promotion and Tenure shall forward in writing its recommendations to the Dean of Academic Affairs. The Dean of Academic Affairs shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations, to the President. The President shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations to the Board of Trustees.

(f) Public Notice of Promotion and Tenure

Notice of promotion and tenure shall be publicly announced within a reasonable time after the individuals concerned are notified.

(g) Eligibility for Tenured Appointments

Eligibility for tenured appointments is set at no more than six years of full-time teaching at the College.

7.04 Promotion of Non-Teaching Educators

(a) Commitment to Sound Policy of Promotion

The Board acknowledges a commitment to a professionally sound policy of promotion for Non-Teaching Educators based on professional progress, Professional Development Reports (PDR), contribution to the college and/or achievement. To this end, each year the Board will provide for the promotion of those full-time Non-Teaching Educators who are eligible and qualified for promotion to the extent that budgetary criteria permit.

(b) Granting Promotional Increments

Non-Teaching Educators who have met the minimum qualifications for a given group will be eligible to be considered for a promotional increment according to the guidelines described in Appendix I.

(c) Other Promotion Processes

The Administration and DUE will complete discussion of other promotional opportunity processes for Non-Teaching Educators and create a MOA through Labor Management discussions within one year of the 2016-2020 contract ratification.

(d) Public Notice of Promotion

Notice of promotion shall be publicly announced within a reasonable time after the individuals concerned are notified.

(e) Job Audit Request

Requests for job audit must be approved by the Non-Teaching Educator's area VP and submitted to the Office of Human Resources.

(f) Salary Group

Non-Teaching Educators who are promoted to a new salary group as the result of a job audit will be moved horizontally on the salary schedule.

7.05 Removal of Tenure

(a) Tenure Hearing Committee

The Tenure Hearing Committee in the removal of tenure procedure will include 12 tenured teaching educators who receive their appointments by vote of the tenured faculty. The 12 members will include six from the general education disciplines and six from the career disciplines.

(b) Payment for Preparation and Reproduction of the Record

The Board of Trustees agrees to pay for the preparation and reproduction of the record in sufficient quantities in any hearing resulting from action taken by the Trustees to terminate the continuing appointment of a teaching educator. The Trustees also agree to pay up to a maximum of $1,000 for mileage at the I.R.S. rate for witnesses required in any one proceeding.

7.06 Non-Renewal of Appointments of Non-Tenured Teaching Educators

(a) Advised of Criteria and Procedures

At the time of initial appointment, teaching educators will be advised of the criteria and procedures employed in decisions affecting renewal.

(b) Annual Conference with Department Chairs

To facilitate adequate consideration of the performance of teaching educators with reference to the criteria in effect, Department Chairs will be required to confer annually with teaching educators on

term appointments.

(c) Advised of Time that Decisions Concerning Renewal and Non-Renewal are Made

Teaching educators will be advised of the time that decisions concerning renewal and non-renewal of appointments are generally made, and be given an opportunity to submit material relevant to the adequate consideration of their performance and qualifications.

(d) Notice of Negative Recommendation

In the event a recommendation not to renew an appointment is made, the teaching educator involved will be informed of the negative recommendation in writing by the President, and upon request, will be advised of the reasons which contributed to the negative recommendation. If a positive recommendation is denied, the reasons will be given by the Board of Trustees.

(e) Review of Negative Decisions by Committee on Promotion and Tenure

The Committee on Promotion and Tenure shall review negative decisions if the affected teaching educator so requests in writing, on grounds of inadequate consideration, discrimination, or violation of academic freedom. Such requests shall be made within thirty (30) days of receipt of the negative decision. Committee recommendations shall be submitted as per 7.2(e) of the Agreement.

7.07 Non-Teaching Educator Provisional Employment Period

The purpose of a provisional period for full time Non-Teaching Educators is to allow the College sufficient time to evaluate a new employee's performance before regular employment status and the contractual obligation regarding notice of separation are granted.

(a) Procedure

1. Any employee hired into a full time Non-Teaching Educator position will serve a maximum of nine (9) months provisional period of service. This process is not applicable to promotional appointments or position upgrades from other DUE covered full time positions.
2. During the minimum period of employment of three (3) months from the date of hire, an employee may be removed from his/her position only for gross misconduct.
3. No later than upon reaching the milestone of three (3) months of service, the employee will receive a formal, written performance appraisal outlining satisfactory performance and areas requiring improvement. If there is a determination of unsatisfactory service, the employee may be placed on warning and notified of the possibility of termination of employment. In that case, the supervisor will outline an improvement action plan and timeframe for follow up to review progress.
4. In the event of a determination of unsatisfactory service at or any time between the minimum and maximum period of provisional service, the employee will receive a formal, written performance appraisal outlining areas requiring improvement. The employee may be placed on warning and notified of the possibility of termination of employment. If the assessment indicates that the employee is on warning, the supervisor will outline an improvement action plan and timeframe for follow up to review progress.

5. A copy of any formal written performance appraisal and (if applicable) any warning will be forwarded to the Office of Human Resources. The College will notify the DUE president of any warning status determinations within three (3) business days of notification to employee. All provisional assessments and warning materials will be kept confidential in the Office of Human Resources.
6. During the six (6) months between the minimum (3 months) and maximum (9 months) period of service from the date of hire, if the employee fails to meet the improvement action plan requirements within the outlined time frame, the employee may be terminated for unsatisfactory performance or misconduct after notification of at least two (2) weeks. The College will notify the DUE president of the termination notice within three (3) business days.
7. This nine (9) month provisional period may be extended for approved leaves of absence and or by mutual agreement between the College and DUE.
8. Once an employee's service has exceeded the maximum period of 9 months, the employee will be given notice that they have been granted regular employment status and his/her start date will be listed as the initial date of hire. Upon completion of the provisional period, an employee will be entitled to receive at least twelve (12) months of notice of non-renewal subject to and in accordance with Section 7.08(b) and (c) Notice of Termination.

7.08 Non-Teaching Educator Three-Year Appointments

A Non-Teaching Educator employee recommended for merit increments over three consecutive academic years will automatically receive a three-year appointment. The three-year appointment is renewable based on continuous satisfactory evaluations. In the event of an unsatisfactory evaluation, the employee reverts to a one-year appointment status at the end of his/her current three-year appointment until re-establishing eligibility for three-year appointment status.

A three-year appointment guarantees Non-Teaching Educator's employment for three years unless formal disciplinary action procedures or retrenchment occurs.

If a Non-Teaching Educator employee with a three-year appointment is appointed to an administrative position with a different title, the existing three-year appointment is retained. In the event of a promotion, the employee reverts to a one-year appointment status until re-establishing eligibility for three-year appointment status.

7.09 Retrenchment

(a) Retrenchment of Teaching Educators

In instances where financial exigencies may require the reduction of faculty, seniority in time of service at the College, and rank shall be the factors in determining who shall be retained within academic disciplines. Faculty who are non-tenured shall be released first.

The College will give those educators thus affected written notice thereof, by registered mail, one year prior to the date of retrenchment. Retrenched educators shall be placed on a recall list for two years and reinstated in inverse order of retrenchment.

For a period of two years following retrenchment, full-time faculty shall not be replaced with temporary full-time faculty or with part-time faculty whose aggregate work load is equivalent to a full-time teaching load. Once there is a full-time teaching load for which the retrenched faculty member is qualified, retrenched faculty shall be recalled.

The College will support opportunities for retraining any educator facing retrenchment through the use of existing mechanisms such as sabbatical leaves, tuition reimbursement, Improvement of Instruction Grants, and other similar professional staff development programs.

(b) Retrenchment of Non-Teaching Educators

This section does not apply to employees in grant funded positions.

The services of any non-teaching educators may be terminated in the event of financial or program retrenchment. If it is anticipated that such retrenchment is necessary, the President shall meet with the appropriate DUE representative prior to implementing retrenchment and follow the procedure for reducing Non-Teaching Educators.

If an individual Non-Teaching Educator's employment is to be terminated because of financial or program retrenchment, the Non-Teaching Educator shall be notified as far in advance as possible by certified mail but must be given at least one hundred and eighty (180) days advance notice of the date of termination.

Before retrenchment of a full-time Non-Teaching Educator position occurs, temporary and part-time positions in the same title will be eliminated. Full-time employees in that title will be retrenched based on seniority.

Seniority shall be defined as full-time length of service included in the DUE bargaining unit. Service in a non-DUE bargaining unit position shall not be considered towards seniority. If a DUE member leaves or previously had left a DUE position for a non-DUE College position, seniority prior to leaving shall be retained, provided the member returns to a DUE bargaining unit position within one year after leaving.

A non-teaching educator in a title identified for retrenchment will be given consideration for another full-time or part-time position at the College which the member is qualified to fill as determined by the College President in accordance with the job description on file in the Office of Human Resources. For the purposes of this article, qualifications for a position will be determined by the College. The College agrees to support staff development activities that it deems necessary to help the individual succeed in his or her new assignment.

Retrenched employees will be placed on a Preferred Vacancy Assignment list sorted by date of retrenchment and seniority. Refusal of a reassignment to a vacant position will terminate the individual's entitlement to any subsequent preferential vacancy assignment.

In the event of retrenchment, employees shall be paid for leave accruals pursuant to and/or as limited by the Collective Bargaining Agreement.

The College will cover COBRA health insurance costs for up to three months for Non-Teaching

Educators on the retrenchment list from the date of separation.

If within two (2) years of the date of termination the position of the retrenched Non-Teaching Educator is reinstated, the individual who has had employment terminated for this position shall be offered reinstatement in inverse order of retrenchment and seniority. Refusal of such offered position shall terminate the retrenched member's recall entitlement hereunder.

7.10 Notice of Termination:

(a) Notice of Termination for Teaching Educators

Notice of termination for reasons other than retrenchment to those teaching educators holding term appointments shall be

- not later than April 1 for appointees in their first year of academic service to the College;
- not later than February 1 for those serving in their second year of academic service to the College;
- at least twelve months notice for all others;
- Teaching educators who are employed through grant or externally funded programs shall receive a minimum of one (1) month notice of termination.

(b) Notice of Termination for Non-Teaching Educators

Notice of termination for reasons other than retrenchment for those non-teaching educators who have been granted regular employment status shall be at least twelve (12) months notice.

Non-teaching educators who are employed through grant or externally funded programs shall receive a minimum of one (1) month notice of termination.

7.11 Contract Grievance Procedure:

(a) Definition

A "contract grievance" is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement.

(b) Step 1

Should any dispute arise as to the proper interpretation or application of any provision of this Agreement, DUE shall initiate informal discussions with the College President or his/her designee within 30 calendar days after DUE knew, or reasonably should have known, of the act or condition giving rise to the dispute.

(c) Step 2

Within 15 calendar days of initiating the informal discussion, if there is no satisfactory resolution, DUE shall present the grievance, in writing on an approved form, to the College President. The President or his/her designee may request DUE to meet in an effort to resolve the grievance. The President or his/her designee shall reply to DUE, in writing, within 15 calendar days following receipt of the grievance.

(d) Step 3

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within 15 calendar days of receipt of the Step 2 determination. A request to arbitrate shall be submitted to the Trustees in writing on forms provided by the Trustees.

Such arbitration will be conducted in accordance with Rules 15 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to or subtract from, modify or expand, the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement, and to the precise issue submitted for arbitration. All fees and expenses of the arbitrator(s) and of any stenographer or any other record involved in the arbitration proceedings, if any, shall be divided between the parties, except that each party shall bear the cost of preparing and presenting its own case. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

(e) Decision of Arbitrator

Unless the decision of the arbitrator(s) is appealed pursuant to Article 75, Section 7511 (a), (b) 1, (c), (d), and (e) of the New York Civil Practice Law and Rules within fifteen (15) days of receipt thereof, it will be accepted as final by the parties.

7.12 Disciplinary Procedure

(a) Section 1 - Purpose

The purpose of this article is to provide a prompt, equitable and efficient procedure for the imposition of discipline, including termination of non-tenured faculty and Non-Teaching Educator's. Where the College seeks to remove a tenured faculty, the provisions of Article11.1 of the Professional Staff Handbook shall apply.

Prior to initiating formal disciplinary action pursuant to this provision, the College President, or designee is encouraged to resolve the matter informally; provided, however, such informal action shall not be required nor restrict the right of the College to initiate disciplinary action.

(b) Section 2 - Definitions

i.) "Discipline" shall be defined as the imposition of a penalty pursuant to the procedures specified therein and shall include termination (where applicable), suspension, demotion.

Counseling shall be deemed corrective and not subject to the procedures herein.

ii.) "Days" shall mean calendar days. If any of the time limits provided herein fall on a Saturday or Sunday, the time limits shall be extended to the following Monday. If any of the time limits fall on a holiday observed by the College, the time limits shall be deemed to be the day following the holiday. Periods during which classes are not scheduled shall not count as a day. Days in which the College is closed pursuant to the College Calendar shall not count as a day for the purpose of this Article.

iii.) "Service" shall mean the act of delivering, in accordance with the provisions of this Article, a notice of discipline. In determining time limits for the service of a notice of discipline,

service shall be effective on the date of personal service or mailing by certified mail, return receipt requested, as evidenced by the official postmark appearing on the receipt for certified mail. For purposes of determining time limits for the filing of a disciplinary grievance, service shall be effective upon the date of personal service or, in the event of mailing, which shall be by certified mail, return receipt requested, from the date the employee or any other person accepting delivery has signed the return receipt.

iv.) "College President" shall mean the President of Dutchess Community College or his/her designee.

v.) "Employee" shall mean the employee upon whom discipline is sought to be imposed.

vi.) "Union" shall mean Dutchess United Educators. Service upon the Union President shall be deemed service upon the Union.

(c) Section 3 - Applicability

Discipline shall be imposed upon employees only pursuant to this article; and shall apply to the discipline and/or termination non-tenured faculty during the term of their appointment and the discipline and/or termination of non-teaching educators during the term of their employment. This article shall not apply to the non-renewal of term appointments of faculty or Non-Teaching Educator's. For the purposes of this agreement Term appointments are defined in the Professional Staff Handbook.

(d) Section 4 - Disciplinary Procedure

i.) Discipline shall be imposed only for just cause, Where the College seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee in person or by certified mail, return receipt requested to the employee's address on record. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. A copy of the Notice of Discipline shall be served within three days upon the Union.

ii.) The penalty proposed in the notice of discipline may not be implemented until the employee either a.) fails to file a disciplinary grievance within ten (10) days of service of the notice of discipline or, b.) having filed a disciplinary grievance, fails to file a timely appeal to disciplinary arbitration or, c.) having appealed to disciplinary arbitration until and to the extent that it is upheld by the disciplinary arbitrator or, d.) the matter has settled.

iii.) If the employee objects to the proposed discipline, the employee shall file a grievance at Step 2. Such grievance must be received within ten (10) days of service of the Notice of Discipline. The grievance must be filed in writing. Service my e-mail shall not be accepted.

iv.) The College President may request to meet with the employee in an effort to resolve the discipline. The President shall reply to the grievance within fifteen (15) days following receipt of the grievance.

v.) If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee or the Union within ten (10) days of receipt of the

response of the President. Notice of appeal to disciplinary arbitration shall be filed by certified mail, return receipt requested, or by personal service upon the Office of the President.

vi.) The College and DUE shall jointly agree, within fifteen (15) days of the execution of the Collective Bargaining Agreement, on a four (4) member panel of disciplinary arbitrators. The arbitrator shall initially be listed alphabetically and shall be selected in rotation.

vii.) The disciplinary arbitrator shall hold a hearing within thirty (30) days of appointment or as soon thereafter as practicable, or within such other period as may be mutually agreed upon by the parties. In the event that the disciplinary arbitrator is not able to hold a hearing within sixty (60) days of appointment, the parties may select the next available arbitrator on the list. The disciplinary arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing.

viii.) Either party wishing a transcript of the disciplinary arbitration hearing shall be responsible for the cost of same and shall provide, without charge, a copy to the arbitrator and the other party. A party requesting a transcript shall advise the arbitrator and the other party no later than seven (7) days prior to the beginning of the hearing.

ix.) The disciplinary arbitrator shall be confined to determinations of guilt or innocence and the appropriateness of the proposed penalties. The disciplinary arbitrator shall have the authority to consider alleged violations of this article, but shall have no authority to consider other alleged violations of other provisions of this agreement.

x.) The disciplinary arbitrator shall not add to, subtract from nor modify the provisions of this agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty or timeliness shall be deemed final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted.

xi.) All fees and expenses of the arbitrator shall be divided equally between the College and DUE, or the employee if not represented by DUE. Each party shall bear the cost of preparing and presenting its own case.

xii.) Upon request, the employee may be represented by DUE at any stage of the disciplinary procedure.

xiii.) The time limits specified herein may be extended by mutual agreement in writing.

(e) Section 5 - Settlements

i.) A disciplinary grievance may be settled at any time following the service of a notice of discipline, the terms of which shall be reduced to writing.

ii.) All settlements and arbitrators' awards shall be final and binding upon the College, DUE and the employee.

(f) Section 6 - Limitation

i.) An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than eighteen (18) months prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

7.13 Department Chair Appointment and Nomination Procedures

Department Chairs are appointed by the President of the College to serve for three-year terms.

Typically, elections shall be held within a department to nominate a Department Chair every three years:

(1) The Office of Academic Affairs shall call for letters of interest prior to the first department meeting after the start of classes in the spring semester. Any tenured faculty member who has a willingness to serve submits a letter of interest to OAA within a two week period from the call for letters of interest.

(2) If there are no tenured faculty who have come forward within the department at the end a two week period, a call for letters of interest will open for one additional week for non-tenured full-time faculty within the department.

(3) If there are no letters of interest from full time faculty for Department Chair within a Department, a call for letters of interest will open for an additional week for tenured faculty from any Department of the college.

(4) The most senior member of the departmental faculty not seeking the position of Department Chair shall call and conduct a meeting of departmental full-time faculty for the purpose of determining the department's nomination for Department Chair.
   a. This meeting shall take place no later than 2 weeks after the close of call for letters.
   b. The announcement shall be in writing and must be issued at least seven working days in advance of the meeting. Accompanying the notice of the meeting will be a list of candidates and their letters of interest.
   c. A quorum for the meeting shall consist of a minimum of 60% of the members of the department.
   d. At the meeting, candidates will be given the opportunity to address their departmental colleagues for ten minutes or less regarding their candidacy.
   e. Only full time faculty within the department and present at the meeting may vote.
   f. Voting will be by secret ballot, providing a list including the candidates' names and a choice for "none of the above". Each person will select one of the choices on the list.
   g. A departmental subcommittee of at least two members shall collect the ballots and deliver them in a sealed envelope to the Office of Academic Affairs. Ballots will be counted by the Office of Academic Affairs in the presence of the subcommittee.

(5) Within two business days, the Office of Academic Affairs will forward the results of the department vote to all full time department faculty.

(6) The Office of Academic Affairs shall forward the results of the department vote along with the recommendation of the Vice President of Academic Affairs to the President.

(7) Typically, the President of the College will appoint the department's nominee to the position of Department Chair no later than April 15. Should the President choose to appoint a Department Chair who was not a candidate with plurality support within the department, the President shall share the reasons for the decision in writing with all full-time faculty members of said department.

In the event of an unplanned vacancy, the President may appoint an interim Department Chair. In that case, the departmental nomination process will be completed as soon as possible within the confines of the academic calendar. An interim Department Chair shall not serve more than one full semester without consultation with the full-time faculty in the department.

For the initial implementation, the departments chair nomination cycle shall be determined by seniority of existing department heads with approximately the same number of Department Chairs appointed over the three years beginning with Spring 2017.

(Specifically, beginning in the spring term of 2017, voting will take place in the Allied Health and Biological Sciences Department, the English and Humanities Department and Performing, Visual Arts and Communications Department. In spring of 2018, voting will take place in the Business Department, Engineering, Architecture, and Computer Technologies Department, History, Government and Economics Department, and Nursing Department. In spring of 2019, voting will take place in the Behavioral Science Department, the Mathematics and Computer Science Department and the Physical Science Department.)

Article VIII: SALARY

8.01 Salary Determination

(a) Salary Schedule in Effect

For 2016-2017:

The salary schedule in effect for 2015-2016 shall be increased by 2.0%. There shall be a new top step reflecting a full increment in each group and rank. The distribution pattern for Educators for 2016-2017 only, effective September 1, 2016, shall be composed of the wage increase specified above, and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2015-2016), resulting in receipt of a merit increase.

For 2017-2018:

The salary schedule in effect for 2016-2017 shall be increased by 2.0%. The distribution pattern for Educators for 2017-2018 only, effective September 1, 2017, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2016-2017), resulting in

receipt of a merit increase.

For 2018-2019:

The salary schedule in effect for 2017-2018 shall be increased by 1.75%. The distribution pattern for Educators for 2018-2019 only, effective September 1, 2018, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2017-2018), resulting in receipt of a merit increase.

For 2019-2020:

The salary schedule in effect for 2018-2019 shall be increased by 1.75%. The distribution pattern for Educators for 2019-2020 only, effective September 1, 2019, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in 2018-2019), resulting in receipt of a merit increase.

(b) Overload Teaching

For only the academic year of 2016-2017, annual overload is paid according to Appendix C of the 2015-2016 contract using the negotiated rates for overload teaching.

Effective September 1, 2016overload teaching pay shall be as follows:

	2016 - 2017	**2017 - 2018**	**2018 – 2019**	**2019 - 2020**
First or second semester teaching	$1052 per lecture hour $789 per lab hour	$1094 per lecture hour $821 per lab hour	$1138 per lecture hour $853 per lab hour	$1183 per lecture hour $888 per lab hour
Third or more semester teaching	$1159 per lecture hour $869 per lab hour	$1205 per lecture hour $904 per lab hour	$1253 per lecture hour $940 per lab hour	$1303 per lecture hour $977 per lab hour

Effective Fall 2017, all contact hours over load in either a fall or spring semester is compensated at the overload lecture hour rate. Payment for overload teaching will be made in the semester in which the overload is taught. For the purpose of calculating overload, the following shall be considered the teaching load in fall semesters:

Faculty whose teaching load is 27 or 30 hours: 15 contact hours

Faculty whole teaching load is 33 hours: 17 contact hours

Overload incurred in a fall semester may be waived to count toward meeting load in the following spring semester upon the written request of a Department Chair, in consultation with the affected faculty member, and with approval of OAA. Requests to waive fall overload is submitted to

OAA and must be accompanied with a justification. If a teaching educator does not have an annual teaching load as described 6.04 Annual Teaching Load and has received overload payments in the fall semester, the educator will reimburse the College for the equivalent fall overload payment. Any overload that includes a fraction of an hour is paid proportionately.

(c) Overload Field Supervision

Effective Spring 2017, any overload field supervision will be compensated. An hour of overload field supervision is defined as a scheduled hour of supervision that takes place each week of the semester in addition to the contractually required hours of supervision per week. Each hour of overload supervision receives ½ hour compensation at the Lab Overload rate.

(d) Voluntary Prison Teaching

Educators electing to teach courses at correctional facilities shall receive $200 additional salary per course for each course taught in a correctional facility.

(e) Academic Department Chairs

The Academic Department Chairs are responsible for maintaining the academic quality of departmental programs and courses designed to serve the needs of the students and the community. Excellence in teaching and learning is their primary focus. Faculty members designated as academic Department Chairs retain their status as regular members of the college faculty, including their tenure status and rank, during and after their service as Department Chairs.

The Academic Department Chair is directly responsible to the Office of Academic Affairs for the academic program of the department.

Compensation Formula:

Base Reassigned Time = 0.4 X Annual Teaching Load (rounded up to nearest whole number)

Additional reassigned time is provided depending on number of full-time personnel, including full-time faculty, Non-Teaching Educators, and CSEA staff supervised and the credit hours generated in departmental courses as provided in the tables below.

Number of Personnel Supervised	Additional Reassigned Time
Up to 8	0
9 – 16	1
17 – 24	2
25 and up	3

Credit Hours Generated	Additional Reassigned Time
Up to 5000	0
5000 – 9999	1
10000 and up	2

The calculation for reassigned time for the coming academic year is made based on the number of personnel as of February 1 of the current academic year and the number of credit hours generated in the fall semester of the current academic year.

The Academic Department Chair job description and responsibilities are retained by the Office of Academic Affairs with a current copy supplied to DUE. Any changes to the Department Chair job description requires negotiation on the impact of said changes.

(f) Part-Time Faculty Supervision

The Part-Time Faculty Supervisor is appointed for the purpose of supporting excellence in teaching and learning among part-time faculty teaching in an academic discipline. Part-Time Faculty Supervisors have demonstrated expertise related to the academic content of the course(s) that the part-time faculty they are supervising are assigned. Excellence in teaching and learning is their primary focus. An individual serving as Part-Time Faculty Supervisor is appointed by the Vice-President/Dean of Academic Affairs based on the recommendation of the Department Chair. Faculty members designated as Part-Time Faculty Supervisors retain their status as regular members of the college faculty, including their tenure status and rank, during and after their service as part-time faculty supervisors.

The Part-Time Faculty Supervisor position is responsible to the department chair, and generally is filled by a senior member of the full-time faculty from the department. Department Chairs and Program Chairs may serve as a Part-Time Faculty Supervisor.

Compensation Formula:

Calculated on a semester basis – 0.125 lecture hour/part-time faculty member supervised

Supervision of 8 part-time faculty members would be equivalent to one lecture hour of reassigned time.

The Part-Time Faculty Supervisor job description and responsibilities are retained by the Office of Academic Affairs with a current copy supplied to DUE. Any changes to the Part-Time Faculty Supervisor job description requires negotiation on the impact of said changes.

(g) Concurrent Course Supervision

Supervision of concurrent courses (courses taught in high schools by high school faculty) must include a visitation and will be paid at $100.00 for each section supervised. Priority for supervision of concurrent course sections will be given to departmental supervisors and departmental faculty. If the departmental supervisor or department faculty cannot supervise a concurrent enrollment section(s), the Office of Academic Affairs shall arrange for appropriate coverage.

(h) Remuneration for Non-Job Related Assignments

Remuneration for non-job related assignments voluntarily assumed by non-teaching educators and approved by the supervising dean and registration-related and non-job related assignments voluntarily assumed by teaching educators and approved by the Office of Academic Affairs shall be at the rate of $ 35 per hour for those who are in their first or second semester of full-time employment, and

at the rate of $40 per hour for those who are in their third semester or more of full-time employment.

(i) Program Chairs

The Program Chair is appointed to manage specific degree-granting program(s) for the purpose of ensuring the academic quality and currency of the program(s) in service of the students and the community. Program Chairs have demonstrated expertise related to the academic content of the program(s). Excellence in teaching and learning is their primary focus. An individual serving as Program Chair is appointed by the Vice-President/Dean of Academic Affairs based on the recommendation of the Department Chair. Faculty members designated as Program Chairs retain their status as regular members of the college faculty, including their tenure status and rank, during and after their service as Program Chairs.

The Program Chair serves in an advisory capacity to the Department Chair and the Office of Academic Affairs.

Compensation Formula:

Program Chair base reassigned time: 6 hours of reassigned time annually

Additional reassigned time is provided depending on number of full and part time students in their program using IPEDS data and applying the formula below.

Student in Program = FT students + (PT students/3)

Number of Student in Program	Additional Reassigned Time
Up to 225	0
225 – 374	1
374 – 524	2
525 – 674	3
675 and up	4

The calculation for reassigned time for the coming academic year is made by February 1 and is based on the full-time and part-time student enrollment in the program in the prior fall semester as provided by the Office of Institutional Research.

In addition, Program Chairs supervising part-time faculty would be compensated at the rate that Part-Time Faculty Supervisors are compensated per part-time faculty member.The Program Chair job description and responsibilities are retained by the Office of Academic Affairs with a current copy supplied to DUE. Any changes to the Program Chair job description requires negotiation on the impact of said changes.

(j) Program Coordinators

The Program Coordinator is appointed to manage an academic transfer program that serves a large student population with the goal of transfer to a wide variety of baccalaureate degree granting programs. The primary purpose of a Program Coordinator is to ensure the academic quality and currency of the program in service of the students and the community. Program Coordinators have demonstrated expertise in at least one of the liberal arts or science areas for transfer. Excellence in

teaching and learning is their primary focus. An individual serving as Program Coordinator is appointed by the Vice-President/Dean of Academic Affairs based on the recommendation of their Department Chair. Faculty members designated as Program Coordinators retain their status as regular members of the college faculty, including their tenure status and rank, during and after their service as Program Coordinators.

The Program Coordinator serves in an advisory capacity to the Department Chair and the Office of Academic Affairs.

Compensation Formula:

Program Coordinator base reassigned time: 6 hours of reassigned time annually

In addition, Program Coordinators supervising part-time faculty would be compensated at the rate that Part-Time Faculty Supervisors are compensated per part-time faculty member.

The Program Coordinator job description and responsibilities are retained by the Office of Academic Affairs with a current copy supplied to DUE. Any changes to the Program Coordinator job description requires negotiation on the impact of said changes.

(k) Duties Other than Classroom Teaching

Duties other than classroom teaching related to a teaching educator's professional role can be utilized to achieve full loads. These duties with equivalent contact hours are: for advising the official student newspaper, three per semester; for advising the official student literary magazine, one per semester; for coordinating the Honors program, three per semester; for directing the Art Gallery, three per semester; for coordinating the writing center, six per semester; for directing the official College play, one per play, in addition to the contact hours for teaching the course.

Should the College choose to hire a full-time educator for any of the above mentioned duties, it will divide these educators, for compensation purposes, into two groups: those certain to have full loads on an annual basis who will be paid on the overload payment schedule, and those not certain of full teaching loads who will be paid on the overload payment schedule.

(l) Assignment Related to Credit for Life Experience and Proficiency Tests

Educators who are assigned to develop, administer, and score tests for credit for life experience and proficiency tests shall be paid at the non-job related hourly rate stipulated in 8.01(h). The amount of time involved to perform these tasks shall be agreed upon in advance between the Department Chair and the Office of Academic Affairs.

(m) Innovative External learning Programs

Payment and teaching load of educators involved in innovative external learning programs shall be negotiated as these non-traditional methods of instruction are developed and implemented.

(n) Promotion to New Rank

Teaching educators promoted to a new rank will not move vertically, but will move horizontally on the salary scale.

8.02 Eligibility for Merit Review:

A teaching educator who is employed full time for one complete semester or its equivalent in an academic year or a non-teaching educator who is employed full time for five successive months during any part of an academic year is eligible to receive a merit salary increment if he/she returns as a full-time employee in the same position or rank in the succeeding year or at the end of an approved leave of absence. Educators who are employed full time at the College for less than these specified times are not eligible for a merit salary increment.

Article IX: MISCELLANEOUS

9.01 Terms and Conditions of Employment:

Existing terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with DUE as required by PERB. Terms and conditions of employment shall be defined as those recognized by the New York Court of Appeals and PERB as mandatory subjects of bargaining.

9.02 Mileage Reimbursement:

Effective for all requests for mileage reimbursements, educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

Article X: CONCLUSION OF COLLECTIVE NEGOTIATIONS

10.01 Conclusion of Collective Negotiations:

This agreement is the entire Agreement between the Board of Trustees and DUE, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

10.02 Severability

In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall cause the loss to the Board of Trustees or the State of funds made available by Federal law, State law, or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms or conditions of this Agreement.

Article XI: APPROVAL OF THE LEGISLATURE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article XII: DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2016 and shall continue through August 31, 2020.

DUTCHESS COMMUNITY COLLEGE

By

Thomas E. LeGrand, Chairman
Board of Trustees

11/10/16
(date)

By

Pamela R. Edington, President

11.11.16
(date)

DUTCHESS UNITED EDUCATORS

By

Johanna G. Halsey, President

11/11/16
(date)

DUTCHESS COUNTY

By

Marcus Molinaro, County Executive

(date)

APPENDIX A – Academic Freedom

All parties to this Agreement endorse the following American Association of University Professors (AAUP) Statement on Academic Freedom:

A) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

American Association of University Professors.
1940 Statement of Principles on Academic Freedom and Tenure. (rev. 1990)

APPENDIX B – Salary Schedule

9/1/2016 – 8/31/2017

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			50,488	54,121				54,121	
5			52,084	55,903			52,084	55,903	
6			53,679	57,684	62,031		53,679	57,684	62,031
7	42,887	50,732	55,274	59,465	63,994		55,274	59,465	63,994
8	44,108	52,143	56,870	61,246	65,958		56,870	61,246	65,958
9	45,328	53,555	58,465	63,028	67,921	53,555	58,465	63,028	67,921
10	46,548	54,965	60,060	64,810	69,885	54,965	60,060	64,810	69,885
11	47,769	56,376	61,655	66,591	71,848	56,376	61,655	66,591	71,848
12	48,989	57,788	63,250	68,373	73,812	57,788	63,250	68,373	73,812
13	50,210	59,198	64,845	70,154	75,775	59,198	64,845	70,154	75,775
14	51,430	60,609	66,440	71,936	77,739	60,609	66,440	71,936	77,739
15	52,651	62,021	68,036	73,717	79,703	62,021	68,036	73,717	79,703
16	53,871	63,431	69,631	75,499	81,667	63,431	69,631	75,499	81,667
17	55,091	64,842	71,226	77,281	83,630	64,842	71,226	77,281	83,630
18	56,312	66,254	72,821	79,062	85,594	66,254	72,821	79,062	85,594
19	57,532	67,664	74,417	80,844	87,557	67,664	74,417	80,844	87,557
20	58,752	69,075	76,012	82,625	89,521	69,075	76,012	82,625	89,521
21	59,972	70,487	77,607	84,407	91,484	70,487	77,607	84,407	91,484
22	61,193	71,897	79,202	86,188	93,448	71,897	79,202	86,188	93,448
23	62,413	73,308	80,797	87,969	95,411	73,308	80,797	87,969	95,411
24	63,634	74,719	82,392	89,751	97,375	74,719	82,392	89,751	97,375
25			83,987	91,532	99,338		83,987	91,532	99,338
26			85,582	93,314	101,303		85,582	93,314	101,303
27				95,096	103,265			95,096	103,265
28				96,878	105,229			96,878	105,229
29					107,192				107,192

9/1/2017 - 8/31/2018

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			51,498	55,203				55,203	
5			53,125	57,021			53,125	57,021	
6			54,753	58,837	63,271		54,753	58,837	63,271
7	43,745	51,747	56,380	60,655	65,274		56,380	60,655	65,274
8	44,991	53,186	58,007	62,471	67,277		58,007	62,471	67,277
9	46,235	54,626	59,634	64,289	69,280	54,626	59,634	64,289	69,280
10	47,479	56,065	61,261	66,106	71,282	56,065	61,261	66,106	71,282
11	48,725	57,503	62,889	67,923	73,285	57,503	62,889	67,923	73,285
12	49,969	58,943	64,515	69,741	75,288	58,943	64,515	69,741	75,288
13	51,214	60,382	66,142	71,557	77,291	60,382	66,142	71,557	77,291
14	52,459	61,821	67,769	73,375	79,294	61,821	67,769	73,375	79,294
15	53,704	63,261	69,396	75,191	81,297	63,261	69,396	75,191	81,297
16	54,948	64,700	71,023	77,009	83,300	64,700	71,023	77,009	83,300
17	56,193	66,139	72,651	78,826	85,303	66,139	72,651	78,826	85,303
18	57,438	67,579	74,278	80,643	87,306	67,579	74,278	80,643	87,306
19	58,682	69,018	75,905	82,461	89,308	69,018	75,905	82,461	89,308
20	59,928	70,456	77,532	84,277	91,311	70,456	77,532	84,277	91,311
21	61,172	71,896	79,159	86,095	93,314	71,896	79,159	86,095	93,314
22	62,417	73,335	80,787	87,912	95,317	73,335	80,787	87,912	95,317
23	63,662	74,774	82,413	89,729	97,320	74,774	82,413	89,729	97,320
24	64,906	76,213	84,040	91,546	99,322	76,213	84,040	91,546	99,322
25			85,667	93,363	101,325		85,667	93,363	101,325
26			87,294	95,180	103,329		87,294	95,180	103,329
27				96,998	105,331			96,998	105,331
28				98,815	107,333			98,815	107,333
29					109,336				109,336

9/1/2018 - 8/31/2019

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			52,399	56,169				56,169	
5			54,055	58,019			54,055	58,019	
6			55,711	59,867	64,379		55,711	59,867	64,379
7	44,511	52,652	57,366	61,716	66,416		57,366	61,716	66,416
8	45,778	54,116	59,022	63,565	68,454		59,022	63,565	68,454
9	47,044	55,582	60,678	65,414	70,492	55,582	60,678	65,414	70,492
10	48,310	57,046	62,333	67,263	72,530	57,046	62,333	67,263	72,530
11	49,577	58,510	63,989	69,112	74,568	58,510	63,989	69,112	74,568
12	50,843	59,975	65,644	70,961	76,606	59,975	65,644	70,961	76,606
13	52,110	61,439	67,299	72,809	78,643	61,439	67,299	72,809	78,643
14	53,377	62,903	68,955	74,659	80,681	62,903	68,955	74,659	80,681
15	54,644	64,368	70,611	76,507	82,720	64,368	70,611	76,507	82,720
16	55,910	65,832	72,266	78,356	84,758	65,832	72,266	78,356	84,758
17	57,176	67,296	73,922	80,206	86,796	67,296	73,922	80,206	86,796
18	58,443	68,761	75,578	82,054	88,834	68,761	75,578	82,054	88,834
19	59,709	70,225	77,233	83,904	90,871	70,225	77,233	83,904	90,871
20	60,976	71,689	78,889	85,752	92,909	71,689	78,889	85,752	92,909
21	62,242	73,154	80,545	87,601	94,947	73,154	80,545	87,601	94,947
22	63,510	74,619	82,200	89,451	96,985	74,619	82,200	89,451	96,985
23	64,776	76,083	83,855	91,299	99,023	76,083	83,855	91,299	99,023
24	66,042	77,547	85,511	93,148	101,060	77,547	85,511	93,148	101,060
25			87,166	94,997	103,098		87,166	94,997	103,098
26			88,822	96,846	105,137		88,822	96,846	105,137
27				98,695	107,174			98,695	107,174
28				100,544	109,212			100,544	109,212
29					111,250				111,250

9/1/2019 - 8/31/2020

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			53,316	57,152				57,152	
5			55,001	59,034			55,001	59,034	
6			56,686	60,915	65,505		56,686	60,915	65,505
7	45,290	53,574	58,370	62,796	67,579		58,370	62,796	67,579
8	46,579	55,064	60,055	64,677	69,652		60,055	64,677	69,652
9	47,867	56,554	61,740	66,559	71,726	56,554	61,740	66,559	71,726
10	49,155	58,044	63,424	68,440	73,799	58,044	63,424	68,440	73,799
11	50,445	59,534	65,109	70,321	75,873	59,534	65,109	70,321	75,873
12	51,733	61,024	66,792	72,203	77,946	61,024	66,792	72,203	77,946
13	53,022	62,514	68,477	74,084	80,020	62,514	68,477	74,084	80,020
14	54,311	64,004	70,162	75,965	82,093	64,004	70,162	75,965	82,093
15	55,600	65,494	71,846	77,846	84,168	65,494	71,846	77,846	84,168
16	56,888	66,984	73,531	79,728	86,241	66,984	73,531	79,728	86,241
17	58,176	68,474	75,216	81,609	88,315	68,474	75,216	81,609	88,315
18	59,466	69,965	76,900	83,490	90,388	69,965	76,900	83,490	90,388
19	60,754	71,454	78,585	85,372	92,462	71,454	78,585	85,372	92,462
20	62,043	72,944	80,270	87,253	94,535	72,944	80,270	87,253	94,535
21	63,332	74,435	81,954	89,134	96,609	74,435	81,954	89,134	96,609
22	64,621	75,924	83,639	91,016	98,682	75,924	83,639	91,016	98,682
23	65,909	77,414	85,322	92,897	100,755	77,414	85,322	92,897	100,755
24	67,198	78,904	87,007	94,778	102,829	78,904	87,007	94,778	102,829
25			88,692	96,659	104,902		88,692	96,659	104,902
26			90,376	98,541	106,977		90,376	98,541	106,977
27				100,423	109,049			100,423	109,049
28				102,304	111,123			102,304	111,123
29					113,196				113,196

APPENDIX C – Professional Development Report for Teaching Educators

Evaluation of full-time faculty members shall be uniformly applied and based upon total performance with primary emphasis on teaching effectiveness. The professional development report (PDR) forms the core of a faculty member's evaluation.

Professional Development Report Form:

1. **Teaching Effectiveness** (based on classroom observations, student feedback, and other available information);

2. **Student Engagement** (based on but not limited to advisement, orientation activities, supplementary instruction/tutoring, mentoring students in discipline, serving as club advisor, organizing or participating in extracurricular activities/programs for students);

3. **Service to Department/College/Community** (based on contributions in curriculum review, peer appraisals, committee activity, participation in college organizations and activities, participation in community organizations—particularly in curriculums where relationships with industry, business, and community agencies are important, voluntary service such as speaking, participation in community activity);

4. **Professional Development and Scholarship** (based on courses of study, independent study, creative work, publications, participation in professional workshops and conferences, conference presentations, and membership and participation in professional organizations);

5. **Overall Evaluation** (includes evaluative information from classroom observations, student feedback, and procedural responsibilities of faculty);

6. **Results of Evaluation Interview and Recommendations for Continued Growth** (comments by both department chair and faculty member as appropriate, supporting information attached as needed)

Professional Development Report Preparation:

The PDR is prepared by each full-time faculty member in conjunction with his/her department chair every year for all non-tenured faculty and once every three years for all tenured faculty. The faculty member prepares sections 1 through 4, the department chair prepares section 5, and the faculty member and department chair work together to complete section 6. Completed PDRs, signed by both the faculty member and the department chair, shall be submitted to OAA by June 1 each academic year. Any comments by a department chair, offered in section 5 of the PDR, recommending improvement in a performance category must be addressed in section 6. A tenured faculty member's promotion application replaces the PDR in the year that a promotion application is submitted, and the subsequent PDR will be due three years later. The PDR is to be deposited in the faculty member's open file maintained by the Office of Academic Affairs.

Department Chair Preparation of Section 5 of PDR:

The department chair shall include the following evaluative information in section 5 of the PDR:

1. Classroom Observations: Refer to Appendix E for details on the classroom observation process

2. Student Feedback:
   a. The process for administering the Student Surveys of Teaching forms is described in Appendix F. Refer to Appendix F for further information on the intent and purpose for data gathered from this process
   b. For each full-time faculty member the Department Chair will summarize the contents of student surveys completed since the last PDR along with any other appropriate documented student feedback.

3. Procedural Responsibilities of Faculty
   a. Syllabus Review – syllabi for each faculty member for each course section taught shall be collected and filed with the department in a timely manner. Refer to Appendix D for the required elements of syllabi.
   b. Faculty member submits grades according to dates posted in the College academic calendar.
   c. Faculty member submits record of grade justification to the Department Chair according to dates posted in the College academic calendar.
   d. Faculty member uses DCC email to communicate with college and students.
   e. Faculty member maintains required office hours.
   f. If the faculty member serves in the leadership role of department chair, program chair, or part-time faculty supervisor, his/her supervisor will include commentary on faculty member's achievement in that role.

APPENDIX D – Requirements for Syllabi

All syllabi must include the following required elements:

1. Name of course, semester, section, and/or CRN number
2. Faculty name and contact information (must include DCC email as a primary form of contact outside of class)
3. Class meeting time and place
4. Office Hours (full-time faculty only)
5. List of required textbook(s) and/or other required materials
6. Catalog course description (may also include additional course description detail specific to the instructor but shall not contradict or conflict with the catalog description)
7. Course Student Learning Outcomes
8. Institutional Student Learning Outcomes (when applicable)
9. Outline of course and course requirements
10. Grading criteria indicating how final grade is determined
11. Statements regarding academic accommodations, Title IX, and academic honesty. (These statements will be provided to all faculty by the Office of Academic Affairs. The statements will be available on the Faculty tab in myDCC).

APPENDIX E – Classroom Observation Process

1. Faculty are to be observed by their Department Chair on the following schedule:
   a. Three times per year in the first two years as full-time non-tenured faculty where (1) the first visitation should take place during the second half of the faculty's first semester leading to a verbal discussion with no written report filed, (2) the second visitation must provide an opportunity for the faculty member to consult with the Department Chair before and after a written report is prepared, (3) the third visitation should be conducted by a senior member of the faculty, preferably from the department and selected as mutually acceptable to the Department Chair and the individual being evaluated. Note: When there are three visitations, the one with an interview only and no written report should come first. At least two (2) of the three (3) visitations should be done in the first semester, and should a problem occur, the third (3) visitation should also be completed during the first (1) semester. The three (3) visitations should be completed no later than April 1.
   b. One time per year for full-time non-tenured faculty for each year following the first two years as full-time faculty. The faculty member may request that an additional observation be conducted by a senior member of the faculty, preferably from the department, and selected as mutually acceptable to the Department Chair and the individual being evaluated.
   c. Two times within each PDR cycle for tenured faculty at the ranks of Instructor, Assistant Professor, and Associate Professor. The faculty member may request that an additional observation be conducted by a senior member of the faculty and selected as mutually acceptable to the Department Chair and the individual being evaluated.
   d. One time within each PDR cycle for faculty at the rank of Full Professor. The faculty member may request that an additional observation be conducted by a senior member of the faculty and selected as mutually acceptable to the Department Chair and the individual being evaluated.

2. Written reports resulting from classroom observation must include consultation between Department Chair and the individual evaluated before and after writing the report. The report is filed in the individual's open file and a copy given to him/her. The individual evaluated may attach his/her comments.

3. In the case of any faculty member being considered for promotion or tenure, all up-to-date visitation reports should be on file prior to January 1 of the current academic year.

4. The classroom observation procedures will also apply to Academic Department Chairs. One visitation will be by the Office of Academic Affairs.

5. The Department Chair and the Office of Academic Affairs may determine that an additional observation(s) of a faculty member is warranted. The Department Chair will notify the faculty member, and the request will be accompanied with an explanation for the additional observation based on unbiased evidence.

6. Observations shall be scheduled within the first two-thirds of the semester or term at a time mutually agreed upon by the designated observer and the faculty member to be evaluated with at least two weeks' advance notice.

APPENDIX F – Student Survey of Teaching Process

The Student Survey of Teaching process provides a mechanism to bring the student voice in to the faculty evaluation process (see section 7.02). As is the case throughout the evaluation process, the intent and purpose is to use this information to assist the faculty member in his/her growth and development as an educator.

The Department Chair/Supervisor and the Office of Academic Affairs will hold confidential and will not share, in any form, any personally identifiable quantitative data resulting from the surveys including in the Promotion and Tenure process. All consideration of these data shall be undertaken with the understanding that student feedback is an important but limited vehicle for understanding the effectiveness of an individual's teaching. All faculty and administrative supervisors' evaluation of student survey results will be informed by a clear understanding of the research that demonstrates that student survey responses may reflect biases based on gender, race, sexual orientation, appearance, academic rigor, subject matter of the course, and students' desire to take the course, work habits, and confidence about and prior knowledge of the subject matter. Therefore, data can be used to guide future professional development and shall not be used to initiate disciplinary procedures.

1) The Student Survey of Teaching form and process shall be annually reviewed by an all-faculty committee. This DUE committee will consist of faculty members from a range of academic disciplines, including at least two part-time faculty members, and including two faculty who specifically represent DUE. Hereafter, the committee is referred to as the Evaluation Committee.

2) Any revision to any portion of the form or process that is recommended by the Evaluation Committee and approved by the Office of Academic Affairs shall be formally negotiated between DUE and the College prior to implementation.

3) The Student Survey of teaching will be administered during the weeks 12 – 14 each semester in:
   a) All sections taught by a non-tenured faculty
   b) At least half of the sections taught by a tenured instructor, assistant professor, or associate professor in an academic year distributed as evenly as possible each semester
   c) At least one section taught per semester by a tenured full professor

4) Selection of sections in which surveys will be administered is made by faculty in consultation with the Department Chair and reported to the Office of Academic Affairs by the tenth week of each semester. Sections selected over a PDR cycle should represent a full range of courses taught by the faculty member.

5) Each semester, the department's office assistant shall obtain a sufficient number of Student Survey of Teaching envelopes and current survey forms from the mail room and make them available to the departmental faculty. All survey forms are to be returned to the respective departmental office, with the exception of department chairs' surveys, which are delivered to OAA.

6) The Student Survey of Teaching form shall include two required sections (Parts A and B) and one optional section (Part C). Part A gathers information to be considered at the institutional level with

results tabulated and provided to OAA, Part B gathers information to be considered at the department level, and Part C (optional) gathers information at the course/discipline level.

7) Part A of the Student Survey of Teaching must consist of statements that the union and management have agreed are more likely to lead to reliable student response. The responses provided in Part A will be given on machine-readable forms so that responses can be tabulated and submitted to OAA. The quantitative data collected from Part A will be provided to the faculty member's supervisor and to the faculty member after review by the supervisor.

8) Part B focuses on the collection of potentially useful information to the faculty regarding their teaching practice. Part B information will be provided to the faculty member's supervisor and returned to the faculty member after review by the supervisor.

9) Part C may be required by a department and/or discipline and will be specific to the department and designed and voted upon by the faculty in that department and approved by the Evaluation Committee.

10) Student responses to Parts B and C of the Student Survey form remain at the department level, for use by the faculty member and his or her departmental and/or program supervisor.

11) All parts of the Student Survey of Teaching form and machine readable forms completed by students shall be returned to the respective faculty member. Each faculty member is required to retain the forms for three years.

12) Part A survey forms will be scanned for data every semester in the academic department and reviewed by the academic department chair for all departmental courses. The data from Part A will be forwarded to OAA within 45 days of the end of each spring and fall semester. These data can only be used by OAA to initiate a conversation with the department chair to discuss institutional and departmental trends.

13) The department chair will forward the data collected for departmental courses taught by part-time faculty to the respective supervisor.

14) The quantitative data collected from Part A of the Student Survey of Teaching shall not be included in any PDR, tenure application, or promotion application.

APPENDIX G – Student Survey of Teaching Form

Part A of the Student Survey of Teaching Form

Students will rate each statement on a 5 point Likert scale (1-strongly disagree, 2-disagree, 3-neutral, 4-agree, and 5-strongly agree). Part A will consist of the following statements:

1) The instructor provided a syllabus that included a course outline.
2) The instructor clearly communicated how the course grade was to be determined.
3) The instructor provided his/her DCC email address and how best to contact them outside of class.
4) The instructor usually begins class on-time as scheduled.
5) The instructor usually uses the instructional time available with breaks (when applicable).
6) The instructor expects students to use the required textbook(s)/resource(s).
7) The instructor is responsive to students' questions and concerns.
8) The instructor gives clear explanations.
9) I had a strong desire to take this course.
10) I was able to access the resources required for the course.
11) I was able to commit the time and effort necessary to be successful in the course.
12) I feel my prior knowledge in the subject matter was a significant factor in my ability to be successful in the course.

Part B of the Student Survey of Teaching Form

Will consist of the following prompts for feedback:

1) Please comment on your overall impression of this instructor.
2) Please comment on the organization and structure of the course.
3) Please comment on your interactions with the instructor.
4) Please comment on the text book and materials used in the class.
5) Please add any other comments you would like to make, including your overall summary of the course and suggestions for improvement. Give examples where you can.

APPENDIX H – Guidelines to Address Faculty Evaluation Recommendations

The purpose of this evaluation process is to identify areas of excellent performance, professional development and/or areas for improvement. Therefore, guidelines to support a faculty member's continued professional growth are beneficial to both the faculty member and the College.

1. Recommendations should be discussed by the department chair and the faculty member annually.

2. Recommendations must identify appropriate resources to support the faculty member's professional development, when applicable.

3. A progress review may result in a written summary. The department chair and faculty member may write the summary together or the department chair and faculty member may each write a summary to be included together.

    a. For non-tenured faculty, the written summary should be included in section 6 of the PDR.
    b. For tenured faculty, the written summary may be placed in the faculty member's open file in the Office of Academic Affairs. In a year that a PDR is due, the written summary will be included in section 6 of the PDR.

4. **For faculty serving as a program chair, program coordinator, or a part-time faculty supervisor**: the department chair shall consult with a faculty member as soon as possible if the department chair is concerned about a faculty member's achievements in one of these roles. The consultation may lead to recommendations for improvement. For a tenured faculty member, the concern may arise in a year in which a PDR is not due.

    a. The consultation between the faculty member and the department chair may lead to recommendations for improvement.
    b. The guidelines provided in 1 through 3 above concerning addressing any recommendations must be followed.
    c. A faculty member in one of these roles should be afforded a mutually agreed upon period of time to demonstrate satisfactory improvement. If insufficient improvement is made, further review shall include the Office of Academic Affairs and may lead to non-renewal of appointment as program chair, program coordinator, or part-time faculty supervisor.
    d. Non-renewal of appointment to one of these roles has no bearing on a faculty member's tenure status or rank.
    e. Although appointment of non-tenured faculty in to these roles is discouraged, concerns about the faculty member's achievement in one of these roles shall have no impact on consideration of teaching appointment renewal since the primary role of all faculty is teaching.

5. **For faculty serving as a department chair**: the Office of Academic Affairs shall consult with a faculty member as soon as possible if the Office of Academic Affairs is concerned about a

faculty member's achievements as department chair. The consultation may lead to recommendations for improvement. For a tenured faculty member, the concern may arise in a year in which a PDR is not due.

a. The consultation between the faculty member and the Office of Academic Affairs may lead to recommendations for improvement.
b. The guidelines provided in 1 through 3 above concerning addressing any recommendations must be followed replacing "department chair" with "Office of Academic Affairs".
c. A faculty member serving as department chair should be afforded a mutually agreed upon period of time to demonstrate satisfactory improvement. If insufficient improvement is made, further review may lead to removal or non-renewal of appointment as department chair.
d. Removal or non-renewal of appointment to department chair has no bearing on a faculty member's tenure status or rank.
e. Although appointment of non-tenured faculty as department chair is discouraged, concerns about the faculty member's achievement as department chair shall have no impact on consideration of teaching appointment renewal since the primary role of all faculty is teaching.

APPENDIX I – Consideration for Non-Teaching Educator Promotional Increments

Minimum qualifications to apply for promotional increments are:

Salary Group B and Group A:

- Two (2) years' service in current DCC position and six (6) relevant academic or equivalent credits earned after appointment or
- Five (5) years' service in current DCC position and fifteen (15) relevant academic or equivalent credits earned prior to appointment or
- Six (6) years' service in current DCC position.
- An earned doctorate received prior to appointment may be substituted for three (3) years of DCC service.

Salary Groups 1, 2, and 3:

- Three (3) years' service in current DCC position and nine (9) relevant graduate credits earned after appointment or
- Five (5) years' service in current DCC position and fifteen (15) relevant graduate credits earned prior to appointment or
- Six (6) years' service in current DCC position.
- An earned doctorate received prior to appointment may be substituted for three (3) years of DCC service.

The award of promotional increments is not automatic upon meeting the minimum qualifications. The PDR serves as the basis of the promotional increment consideration. The components of the PDR consist of:

A) Professional/Administrative Effectiveness
B) Contributions of the Department and the College
C) Professional Development
D) Community Service and Leadership

Non-Teaching Educators will meet with their supervisors to discuss applying for the promotional increment. If in support of submitting the Non-Teaching Educator's PDR for candidacy for promotional increment consideration, the Non-Teaching Educator's supervisor will include a letter of support with his/her PDR. The Non-Teaching Educator's PDR and the letter of support, will be submitted to the supervising vice president or designee by the submission deadline date.

After consulting with the immediate supervisor, the supervising vice president or designee shall forward all the candidates' PDR submissions with his/her recommendations to the President of the College.

Non-Teaching Educators will be eligible for a maximum of two (2) promotional increments in each salary group. Individuals who meet the initial minimum eligibility requirements will continue to be eligible until they receive a promotional increment.

After an individual is awarded a promotional increment within a salary group, the individual must again meet eligibility requirements in order to be considered for a second promotional increment.

Individuals who are promoted to another job title must satisfy the minimum eligibility requirement in the new title to become eligible for a promotional increment.

APPENDIX J – Reassigned Time Pool

To address the College's 2015 – 2020 Strategic Plan to focus on effective educational practice to ensure students' academic success and to invest in faculty as a critical factor in improving student outcomes, the College will provide the equivalent of 150 contact hours of reassigned time per year only for 2017-2018, 2018-2019, and 2019-2020 to fund reassigned time granted to faculty through an application process. Any full-time faculty member can apply for reassigned time, for a maximum of two courses per year, using the agreed upon form to develop, explore, and/or implement educational practices with the goal of serving students better.

A committee will be established through a shared governance process to review the applications for the subsequent semester/academic year and make recommendations to the President. The committee will include faculty members, at least one appointed by the DUE Executive Council, at least one lecture-only Faculty member, at least one lecture/lab Faculty member, and designated members from the Office of Academic Affairs. The committee will convene every semester starting in Spring 2017.The approved list of reassigned time granted will be provided to DUE on a semester basis.

APPENDIX K – Special Retirement Incentive Program

I. Eligible Educators who elect to retire effective August 14, 2017 will be entitled to receive a retirement incentive payment of forty percent (40%) of their final academic year base salary. Payment shall be subject to all applicable IRS regulations, Federal, State, and local taxes and other payroll deductions.

II. Eligible Educators will be entitled to receive the same health insurance and unused sick leave payment benefits as regular retirees in accordance with section 5.08(e) Unused Sick Leave Upon Retirement (for Teaching Educators), 5.09(e) Unused Sick Leave Upon Retirement (for Non-Teaching Educators), and 5.18 Regular Retirement.

III. To be eligible for this special retirement program, Educators must:

a) No longer be eligible for the College's early retirement program on or before the effective retirement date and

b) Have the sum of their DCC full-time years of service and age be equal to or greater than 90

Determinations of eligibility will be certified by the College's Office of Human Resources.

IV. In order to participate, eligible Educators must submit a letter of notice to retire under the Special Retirement Program no later than March 3, 2017. Notices should be sent to the Dean of Academic Affairs.

V. The College will provide a list of verified participants to DUE no later than the last day of the Spring 2017 semester.

VI. This special retirement provision is a one-time limited benefit for those eligible Educators who elect to retire, effective August 14, 2017 and shall not be precedent setting or binding for any other time period.

Discussion on Resolution No. 2016298 proceeded as follows:

Legislator Rieser disclosed that her husband was a professor at Dutchess Community College.

Roll call on the foregoing resolution resulted as follows:

AYES:	25	Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn
NAYS:	0	
ABSENT:	0	

Resolution adopted.

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Resolution: ✓
Motion: ___

Total : 12 (Yes) 0 (No)
Abstentions: 0

2016298 APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND DUTCHESS UNITED EDUCATORS

Date: December 5, 2016

Roll Call Sheets

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

Present: ____ **Resolution:** ____ **Total :** _____ _____

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

Vacant: ____ **Abstentions:** ____

2016298 APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND DUTCHESS UNITED EDUCATORS

Date: December 8 , 2016

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2016299

RE: APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE PART-TIME EDUCATOR UNIT OF DUTCHESS UNITED EDUCATORS

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

WHEREAS, the Board of Trustees of Dutchess Community College have come to an agreement on the terms of a proposed contract for the period September 1, 2016 through August 31, 2020 with the Part-Time Educator Unit of Dutchess United Educators (Adjunct Contract); and

WHEREAS, the Board of Trustees of Dutchess Community College has approved said proposed contract for said proposed term and which contract is dated 2016 – 2020; and

WHEREAS, the Legislature has before it a copy of said proposed labor contract that has been approved by the Dutchess Community College Board of Trustees; and

WHEREAS, by Resolution No. 2017-16 dated November 9, 2016, the Dutchess Community College Board of Trustees has requested that said agreement be approved by the Legislature; now, therefore, be it

RESOLVED, that the labor contract, between the Dutchess Community College Board of Trustees and the Part-Time Educator Unit of Dutchess United Educators (Adjunct Contract) which covers the period September 1, 2016 through August 31, 2020, is hereby approved as to terms and substance.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/16/16

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

RESOLUTION NO. 2017-16 Board of Trustees, Dutchess Community College
November 10, 2016

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

WHEREAS, the Board of Trustees of Dutchess Community College and Dutchess United Educators have come to agreement on the terms of a proposed part-time contract for the period September 1, 2016 through August 31, 2020, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approves said contract, and be it

FURTHER RESOLVED, that, upon ratification by Dutchess United Educators, said contract be forwarded to the Dutchess County Legislature for its consideration and approval.

*****

Seconded by Dr. Wesley

Resolution adopted unanimously

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES OF DUTCHESS COMMUNITY

COLLEGE

AND THE

COUNTY OF DUTCHESS

AND THE

PART-TIME EDUCATOR UNIT OF

DUTCHESS UNITED EDUCATORS

2016 - 2020

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Article I: RECOGNITION

Pursuant to Article XIV, Section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the "Board of Trustees") acting on behalf of the local sponsor, recognizes Dutchess United Educators (hereinafter referred to as "DUE") as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all part-time faculty as defined by PERB certification and all professional part-time non-teaching educator (PT-NTE) positions as defined by PERB certification and/or listed in Appendix E.

Article II: RESPONSIBILITIES OF THE BOARD OF TRUSTEES

Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York or any rule or regulation of the Board of Trustees of the State University of New York.

Article III: RIGHTS OF THE DUTCHESS UNITED EDUCATORS

3.01 Collective Bargaining Rights

The Board of Trustees and DUE hereby agree that educators have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing for the purpose of engaging in collective bargaining. The Board of Trustees and DUE undertake and agree that they will not directly or indirectly deprive, coerce, or harass any part-time educator in the enjoyment of any right conferred upon him by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any part-time educators with respect to hours, wages, or any terms or conditions of employment by reason of his membership, or lack thereof, in DUE or his participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or his institution, of any grievance or complaint under this Agreement. In the event of any inconsistency or conflict between provisions of this Agreement and College policies, the provisions of this Agreement shall apply.

3.02 Membership Dues Deduction

The Board of Trustees recognizes DUE's right to membership dues deductions in accordance with Section 208, Article XIV of the Civil Service Law.

3.03 Labor/Management Meeting

DUE and the College will meet at least once per semester, unless both parties decline, to discuss matters that are important to either DUE or the College that are related to part-time educators. The meeting allows a regular venue for discussion about changes in working conditions and other matters of mutual concern.

ARTICLE IV: PURPOSE AND IMPLEMENTATION

This agreement seeks to promote and assure effective relationships between the management of Dutchess Community College and the part-time faculty and part-time, non-teaching educator positions represented by DUE. It is recognized by the parties that maintenance of the high quality educational programs is of utmost importance and that nothing in this agreement should detract from this effort. This agreement formally and publicly acknowledges the contribution of part-time faculty and part-time, non-teaching educator positions toward this goal of continued quality educational programs at Dutchess.

Article V: ACADEMIC FREEDOM

All parties to the agreement endorse the 1940 AAUP Statement on Academic Freedom (1990 revision). Said statement is hereby adopted and made part of this agreement as shown in Appendix A.

Article VI: DUE BENEFITS

6.01 Use of College Facilities

DUE may use College facilities at reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. College procedure shall be followed with respect to requesting and using such space.

6.02 Distribution of Agreement

Copies of this Agreement shall be printed by the Board of Trustees and the College shall be responsible for providing one copy to each member of the unit. In addition, the Part-Time Educator Unit of DUE shall receive fifty (50) copies.

Article VII: BENEFITS FOR EDUCATORS

7.01 Professional Leave

For each individual course section taught, part-time faculty shall be granted leave with pay of one class hour per semester for each class hour taught per week to be used for absences during the times the individual course section meets. Said leave may be used because of illness, to conduct personal business, attend to family affairs, or observe religious holidays. Anyone teaching on an alternate schedule will be pro-rated accordingly. This leave shall not be cumulative.

7.02 Bereavement Leave for Part-time Teaching Educators

Bereavement leave is the absence due to the death of a teaching educator's mother, father, mother-in-law, father-in-law, husband, wife, domestic partner, siblings, children, grandparent, grandchild, or other dependents or household members. Faculty may use up to one class hour paid bereavement leave for each class hour taught per week. Said leave is to be used for absences during the times the individual course section meets. This benefit is offered for each loss. Faculty members will

notify their supervisors of the need for bereavement leave.

7.03 Retirement System

Part-time faculty may join the New York State Teachers' Retirement System (TRS) or the New York State Employees' Retirement System (ERS). If one of these elections is made, membership and contributions will be in accordance with state law and the rules of the individual plan.

Members of the TIAA/CREF who are full time employees of other SUNY units may participate in the TIAA/CREF, subject to the conditions noted above.

7.04 Tuition Waiver for DCC Credit Courses

The College shall provide a tuition waiver program for part-time educators. The tuition waiver applies to credit courses only.

Part-time faculty who have taught two fall and/or spring semesters are eligible to take one course for credit in each subsequent fiscal year in which they teach. Part-time non-teaching educators who have worked for one year are eligible to take one course for credit in each subsequent fiscal year they work.

In class sections where tuition waiver students are enrolled, the College will, where facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class size be increased because of this article by more than three students without the faculty member's approval.

7.05 Health Insurance

a) Members of the part-time faculty who have taught a minimum of four consecutive semesters (excluding summer sessions) may participate in the College's health insurance program. The full cost of the plan will be paid by the part-time faculty member.

b) Flexible benefits

   i. Individuals are able to designate an amount of pre-tax compensation to a flexible spending account. The amount, which will be limited by IRS guidelines, may be used for IRS approved dependent care expenses and non-reimbursed medical, dental and vision care expenses.

   ii. Monies designated to this account, but not used during the year, cannot be returned to the individual. All other terms and conditions concerning the administration of the account shall be governed by the Summary Plan Description for such account.

7.06 Mileage Reimbursement

Educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

Article VIII: RESPONSIBILITIES AND PRACTICES OF EDUCATORS

8.01 Appointment

Part-time faculty can be appointed on a one semester basis to teach up to a course load not to exceed the cost of nine lecture hours, in order to meet specific college needs. The Office of Academic Affairs or designee may waive this limitation.

8.02 Orientation

A college-wide orientation program will be held each semester. Participation at orientation is mandatory for all part-time faculty teaching for the first time for the College or for those who have not taught for the College for a period of four consecutive semesters. Additionally, participation in any departmental orientation as may be scheduled is also mandatory for those individuals.

8.03 Online / Hybrid Courses

(a) Approval and Requirements

i. Part-Time Educators wishing to teach an online/hybrid course must receive the prior written approval of the academic Department Chair and the Office of Academic Affairs (OAA). Additionally, they must currently be teaching or in the past have taught at least one lecture-based credit course at Dutchess Community College before developing an online/hybrid course(s). No Educator will be assigned an online/hybrid course without prior training in an appropriate Course Management System (CMS) and without his/her consent.

ii. Hybrid courses have at least 1/3 of the educational content conveyed in a digital environment. The contact hours of face-to-face meetings in a Hybrid course must be approved by the Department Chair and the Office of Academic Affairs. Online learning courses are taught entirely online but may include proctored assessments.

iii. A Part-Time Educator must successfully teach an online/hybrid course at least one semester before seeking permission to teach an additional online/hybrid course. The preparation to teach an approved additional online/hybrid course can only take place during or after the second semester of teaching the current online/hybrid course.

(b) Training

i. Part-Time Educators approved to teach his or her first online/hybrid course will receive documented training in the appropriate CMS prior to offering the course. The approved Educator will attend all of the required training sessions. The Office of Academic Affairs or designee will mentor the Educator when needed.

ii. During the one semester of training/preparation to offer his/her first online/hybrid course, the Part-Time Educator will be paid for three (3) lecture hours at the appropriate teaching rate to be paid upon verified completion of the training/preparation. This payment shall be for learning and applying the CMS and relevant pedagogy to teach an online/hybrid course.

iii. For any subsequent online/hybrid course(s) taught by a Part-Time Educator, or for course

development by a Part-Time Educator with documented prior training in an appropriate CMS, one (1) lecture hour at the appropriate teaching rate will be paid to the Educator in the preparation semester for applying the appropriate CMS and relevant pedagogy to the development of each additional online/hybrid course.

iv. If the training / preparation to teach an online learning course is not available on the Dutchess Community College campus or online, and training must be taken at an off-campus location, the college will reimburse the Part-Time Educator for all OAA approved travel, lodging, and meals to attend the training programs.

v. The Part-Time Educator teaching an online/hybrid course must have specific course information including a syllabus, schedule, and introductory announcement placed in the CMS at least one week before the commencement of the semester in which the course is to be taught.

vi. The College agrees to consider and discuss with DUE additional training support for faculty teaching Hybrid courses as those opportunities become available.

(c) Online/Hybrid Course Offerings

If a Part-Time Educator cannot complete the teaching of a section of such course(s), online course materials created to that point shall be shared for the conclusion of that semester only, for the purposes of the successful completion of the particular course section.

(d) Formal Observation

An online course may be used for the Part-Time Educator's formal class observation. Those Educators teaching both onsite and online courses shall have an online course be used at least once every three years for their formal class observation.

(e) Course and Section Limitations

i. Limitations for Part-Time Educators teaching online learning courses throughout the year are defined in the table below:

	Fall Semester	**Spring Semester**	**Winter Term**	**Summer Sessions**
Part-Time Educators	2 sections	2 sections	1 section*	2 sections

* = With the special approval of the Department Head and OAA.

ii. The first semester that the initial online/hybrid course is taught, the instructor shall be limited to one online/hybrid section of that course and class enrollment shall be at a maximum of sixteen (16) students. Thereafter, the maximum enrollment for online/hybrid courses shall be: 90% of the maximum for the regular course if the maximum is 20 students or less and

80% of the maximum for the regular course if the maximum is 21 students or more. Hybrid sections with less than 50% of educational content being taught online would have maximum enrollment consistent with face-to-face sections.

(f) Contact Hours

On line courses count towards a part-time educators contact hours per semester and summer and winter sessions.

(g) Intellectual Property

The College has the rights to the course outline, the orientation documents, and the sequencing of the content material; however, the specific assignments, discussion questions, or other Educator generated academic content remain the intellectual property of the Part-Time Educator.

(h) Waiver

The Office of Academic Affairs may waive the requirements / limitations in Sections 8.03(a).i., 8.03(b).i., and 8.03(e).i., with the approval of the DUE President or his/her designee and the Part-Time Educator. A formal waiver process shall be jointly approved by DCC and DUE within 6 months of this agreement's approval.

8.04 Annual Mandated State/Federal Training

Part-time educators participating in mandated federal/state training will be paid at the non-teaching rate for part-time teaching educators and the hourly-rate for non-teaching educators. Whenever possible, part-time faculty will be offered the option to complete the training remotely.

Article IX: GENERAL PROFESSIONAL PRACTICES

9.01 Appointment and Termination:

The appointment and termination with just cause of part-time faculty shall be done by the President of the College upon the recommendation of the Office of Academic Affairs in conjunction with the Office of Human Resources.

9.02 Personnel Files:

The Office of Academic Affairs, in conjunction with the Office of Human Resources, shall maintain a personnel file for each part-time faculty member. The files, except for pre-employment information, shall be open to the individual faculty member, pursuant to policies and procedures promulgated by the Board of Trustees. The Office of Human Resources shall maintain a personnel file for each part-time, non-teaching educator.

9.03 Assignment of Classes

The Department Chair retains the discretion to assign courses in a way that best maximizes the use of faculty expertise and balances the needs of the department. The faculty member's proven teaching ability, recent evaluations, and number of years of teaching experience at the College are factors in

considering assignments to courses available. Full time faculty will be given preference on all course assignments.

9.04 Faculty Evaluation:

The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations for part time faculty shall be to recognize and encourage outstanding teaching performance. Through the evaluation process, faculty are able to identify areas of excellent performance and areas for improvement, and supervisors and peers are able to provide useful feedback for consideration.

Evaluation of part-time faculty is also an element of the process through which part-time faculty earn Reemployment Preference (see Article 9.05).

Part-time faculty seeking promotion shall be evaluated based on total professional performance, according to criteria to be developed by the Part-time Faculty Criteria and Placement Committee, as defined in Appendix K.

Teaching Evaluation Process

The primary components of the teaching evaluation process are the:

- Classroom Observations and Student Surveys of Teaching to supply first-hand information about the faculty members' teaching practice.
- Procedural Responsibilities which include Syllabus Review, and Administrative Feedback on submission of grades and use of DCC email to communicate with the College and students.

Evaluation of part-time faculty members shall be uniformly applied and have primary emphasis on teaching effectiveness. Attention shall be paid by supervisors or other evaluators to the various demands and requirements for teaching students at different levels and in different disciplines.

Detailed information about the Evaluation process is located in Appendices F, G, H, I and J.

9.05 Reemployment Preference

The Reemployment Preference (RP) list is a mechanism to recognize outstanding performance by part-time faculty with ongoing teaching assignments at the College. The College and DUE will complete negotiations on the process for implementation of the Reemployment Preference List by the end of the 2016-2017 Academic Year.

(a) A faculty member on the RP list will:

- have an opportunity to submit preference for specific courses, course sections, and, number of sections desired.
- be considered prior to any part time faculty without RP for assignment to course(s) based on qualifications to teach the courses available.

- be listed on his/her department's website.

(b) Criteria for initial placement on RP list:

1. Part-time faculty who have taught courses at the College for six consecutive semesters (fall and spring) or have taught 30 contact hours within the past five years, including at least one course in the last two years, will be eligible for the RP list.

2. Part-time faculty members will be placed on the RP list based on completion of at least three satisfactory evaluations, one of which must be completed in the semester in which they become eligible, a positive recommendation from the Department Chair, and approval by the Office of Academic Affairs.

3. A part-time faculty member not placed on the RP list will receive written notification from the Office of Academic Affairs.

9.06 Ranks:

Part-time faculty rank structure. Ranks for part-time faculty recognize the educational, technical, artistic and professional accomplishments of these individuals as related to their disciplines and the value that these experiences bring to the classroom.

- It is also understood that part-time faculty may or may not come to the College through the traditional academic graduate track, so criteria that encompass part-time faculty academic achievements as well as professional development will be created to define the ranks.
- Part-time faculty ranks do not necessarily equate to full-time faculty ranks.
- Ranks also provide a means for part-time faculty to earn promotion through objective criteria and thereby earn higher compensation.
- A timeline for the implementation for part-time faculty ranks is included in Appendix K.

Article X: SALARY

10.01 Terms

All part-time faculty as defined by PERB CERTIFICATION shall receive salaries in accordance with the schedule as shown in Appendix B. The semesters of experience that determine salary rates do not need to be consecutive. The hourly rates for part-time, non-teaching educators are shown in Appendix D.

10.02 Remuneration for Non-Teaching Assignments

Remuneration for non-teaching assignments and service on college committees assumed by part-time faculty that have been, in advance, either

- requested by the Department Chairperson and approved by the Office of Academic Affairs, or

- requested directly and approved by the Office of Academic Affairs,

shall be at the non-teaching rates for part-time faculty listed in Appendix C.

(a) Part-time non-teaching educators will be paid for committee service at their normal hourly rate. Committee service assignments must be approved by the Immediate Supervisor and area Dean or Vice President.

(b) Service by Part-time educators on the Labor-Management Committee will not be compensated by the College.

10.03 Part-time Field Supervisors:

Remuneration for part-time field supervision shall be determined as follows:

- One hour of field supervision is defined as a scheduled hour of supervision that takes place each week of the semester.
- Each hour of supervision receives 1/2 hour compensation at the lab contact hour rate.

Article XI: GRIEVANCES

11.01 Procedure

(a) Definition

A "contract grievance" is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement.

(b) Step 1

Should any dispute arise as to the proper interpretation or application of any provision of this Agreement, DUE shall initiate informal discussions with the College President or his designee within thirty (30) calendar days after DUE knew, or reasonably should have known, of the act or condition giving rise to the dispute.

(c) Step 2

Within fifteen (15) calendar days of initiating the informal discussion, if there is no satisfactory resolution, DUE shall present the grievance, in writing on an approved form, to the College President. The President or his designee may request DUE meet in an effort to resolve the grievance. The President or his designee shall reply to DUE, in writing, within fifteen (15) calendar days following receipt of the grievance.

(d) Step 3

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within fifteen (15) calendar days of receipt of the Step 2 determination. A request to arbitrate shall be submitted to the Trustees in writing on forms provided by the Trustees. Such arbitration will be conducted in accordance

with Rules 15 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to, or subtract from, modify or expand, the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of the Agreement and to the precise issue submitted for arbitration. All fees and expenses of the arbitrator(s) and of any stenographer or any other record involved in the arbitration proceedings, if any, shall be divided between the parties, except that each party shall bear the cost of preparing and presenting its own case. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

(e) Appeal/Acceptance

Unless the decision of the arbitrator(s) is appealed pursuant to Article 75 Section 7511 (a), (b) I, (c), (d), and (e) of the New York Civil Practice Law and Rules within fifteen (15) days of receipt thereof, it will be accepted as final by the parties.

Article XII: TERMS AND CONDITIONS OF EMPLOYMENT

Terms and conditions of employment as established by this contract may only be changed by mutual agreement. Terms and conditions of employment shall be defined as those recognized by the New York Court of Appeals and PERB as mandatory subjects of bargaining.

Article XIII: CONCLUSION OF COLLECTIVE NEGOTIATIONS

13.01 Conclusion of Collective Negotiations

This agreement is the entire Agreement between the Board of Trustees and the Part-Time Educator Unit of DUE, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

13.02 Severability

In the event that any article, section or portion of this agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall cause the loss to the Board of Trustees or the State of funds made available by Federal law, State law or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms of conditions of this Agreement.

Article XIV: APPROVAL OF THE LEGISLATURE

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation or amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Article XV: DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2016 and shall continue through August 31, 2020.

DUTCHESS COMMUNITY COLLEGE

By

Thomas E. LeGrand, Chairman
Board of Trustees

11/10/16
(date)

By

Pamela R. Edington

Pamela R. Edington, President

11.11.16
(date)

DUTCHESS UNITED EDUCATORS

By

Johanna G. Halsey

Johanna G. Halsey, President

11/14/16
(date)

DUTCHESS COUNTY

By

Marcus Molinaro, County Executive

(date)

APPENDIX A: ACADEMIC FREEDOM

All parties to this Agreement endorse the following American Association of University Professors (AAUP) Statement on Academic Freedom:

A) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

American Association of University Professors.
1940 Statement of Principles on Academic Freedom and Tenure. (rev. 1990)

APPENDIX B PART-TIME FACULTY SALARY SCHEDULES

Academic Years 2016 - 2017 and 2017-2018

Contact Hour Pay Rates:

Number of semesters of teaching service	Academic Year 2016 to 2017		Academic Year 2017 to 2018	
1 to 6	Lecture	$1,054	Lecture	$1,111
	Lab	$791	Lab	$833
7 to 14	Lecture	$1,165	Lecture	$1,228
	Lab	$874	Lab	$921
15 +	Lecture	$1,211	Lecture	$1,286
	Lab	$908	Lab	$965

Beginning with the Fall 2018 semester and continuing only through the end of this contract.

- Part-time faculty contact hour wages are directly tied to the salary of full-time faculty by using a negotiated rate of full time salaries (Equity Percentage).
- Steps within each rank provide a means for part-time faculty to earn higher compensation based on longevity of teaching service to the College.
- A step is earned by completing 30 lecture and/or lab contact hours beginning in Fall 2018.
- Contact hours are accumulated in every semester, including winter and summer sessions.
- Every Fall starting in Fall 2019, part-time faculty members with 30 or more contact hours will be awarded a step increase, and 30 contact hours will be deducted from these part-time faculty member's total contact hour accumulation. Steps will be awarded until the part-time faculty member reaches the top step of the schedule within his/her rank.

Academic Year 2018 – 2019

Lecture Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	$1,176	$1,284	$1,385	$1,492
2	$1,207	$1,319	$1,424	$1,535
3	$1,238	$1,354	$1,463	$1,578
4	$1,269	$1,389	$1,502	$1,621
5	$1,300	$1,424	$1,541	$1,665
6	$1,331	$1,460	$1,580	$1,708
7	$1,362	$1,495	$1,619	$1,751
8	$1,393	$1,530	$1,659	$1,794
9	$1,424	$1,565	$1,698	$1,837

Lab Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	$882	$963	$1,039	$1,119
2	$906	$990	$1,068	$1,152
3	$929	$1,016	$1,098	$1,184
4	$952	$1,042	$1,127	$1,216
5	$975	$1,068	$1,156	$1,249
6	$999	$1,095	$1,185	$1,281
7	$1,022	$1,122	$1,215	$1,314
8	$1,045	$1,148	$1,245	$1,346
9	$1,068	$1,174	$1,274	$1,378

Academic Year 2019 – 2020

Lecture Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	$1,244	$1,358	$1,464	$1,578
2	$1,277	$1,395	$1,506	$1,624
3	$1,310	$1,432	$1,547	$1,669
4	$1,343	$1,469	$1,588	$1,715
5	$1,375	$1,506	$1,630	$1,760
6	$1,408	$1,544	$1,671	$1,806
7	$1,441	$1,581	$1,713	$1,852
8	$1,474	$1,618	$1,754	$1,897
9	$1,506	$1,655	$1,795	$1,943

Lab Contact Hour Rates:

Step	Instructor	Assistant Professor	Associate Professor	Professor
1	$933	$1,019	$1,098	$1,184
2	$958	$1,047	$1,130	$1,218
3	$983	$1,074	$1,161	$1,252
4	$1,008	$1,102	$1,191	$1,287
5	$1,032	$1,130	$1,223	$1,320
6	$1,056	$1,158	$1,254	$1,355
7	$1,081	$1,186	$1,285	$1,389
8	$1,106	$1,214	$1,316	$1,423
9	$1,130	$1,242	$1,347	$1,458

APPENDIX C: REMUNERATION FOR NON-TEACHING ASSIGNMENTS BY PART-TIME FACULTY

Remuneration for non-teaching assignments shall be at the rate of $35.00 per hour for those part-time faculty who are in their first through sixth semesters of DCC teaching employment and at the rate of $40.00 per hour for those who are in their seventh or more semesters of DCC teaching employment. Semesters of teaching employment do not need to be consecutive.

APPENDIX D: PART-TIME, NON-TEACHING EDUCATOR SALARY SCHEDULES

Notes:

- Pay rates for new hires will be the minimum pay rate for the salary range.
- Changing bands will result in a horizontal move with the current dollar rate unless the rate is outside the range. A salary rate below the minimum for the band will be raised to the minimum. No rate can exceed the maximum for the band.

Salary Range for 2016 – 2017 AY

	Minimum	Maximum
Band A	$30.00	$36.00
Band B	$27.50	$35.00
Band C	$26.50	$35.00
Band D	$20.50	$27.54
Band E	$20.50	$27.54
Band F	$20.00	$23.46
Band S	$45.00	$50.00

- Each pay rate within the salary minimum and maximums will be adjusted by 2%, not to exceed the maximum for the range.

This contract introduces a merit increment in addition to the percentage raise for only the Academic Years 2017 - 2018, 2018 – 2019 and 2019 – 2020.

Salary Range for 2017 – 2018 AY

	Minimum	Maximum	Increment
Band A	$31.62	$36.72	$1.02
Band B	$30.00	$35.70	$0.82
Band C	$29.00	$35.70	$1.02
Band D	$23.00	$28.09	$0.82
Band E	$23.00	$28.09	$0.82
Band F	$20.40	$23.93	$0.61
Band S	$45.90	$51.00	$1.02

- Each pay rate within the salary minimum and maximums will be adjusted by 2%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

Salary Range for 2018 – 2019 AY

	Minimum	Maximum	Increment
Band A	$32.17	$37.36	$1.04
Band B	$32.17	$36.32	$0.83
Band C	$31.14	$36.32	$1.04
Band D	$24.35	$28.58	$0.85
Band E	$24.35	$28.58	$0.85
Band F	$21.17	$24.35	$0.64
Band S	$46.70	$51.89	$1.04

- Each pay rate within the salary minimum and maximums will be adjusted by 1.75%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year
- No salary will exceed the maximum for the range.

Salary Range for 2019 – 2020 AY

	Minimum	Maximum	Increment
Band A	$32.74	$38.02	$1.06
Band B	$32.74	$36.96	$0.84
Band C	$31.68	$36.96	$1.06
Band D	$24.77	$29.08	$0.86
Band E	$24.77	$29.08	$0.86
Band F	$21.54	$24.77	$0.65
Band S	$47.52	$52.80	$1.06

- Each pay rate within the salary minimum and maximums will be adjusted by 1.75%, not to exceed the maximum for the range.
- In order to receive the merit increment a PT NTE must have the recommendation of his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

APPENDIX E: PART-TIME NON-TEACHING EDUCATOR BANDS

The College and DUE are creating the following Bands for PT NTEs. At the time of hire, a PT NTE will be clearly assigned to one of the bands based on criteria that was mutually agreed upon by the College and DUE.

Band A: Administrative support

Band B: Coaches/Counselors/Liaisons/Librarians/Coordinators/ Supervisors

Band C: Administrative Support – non supervisory

Band D: Specialists/Lab Monitors/Assistant Coordinator

Band E: Professional Tutors

Band F: Proctors

Band S: Specialty Groups

APPENDIX F: WRITTEN EVALUATION OF PART-TIME FACULTY

A written review is prepared for each part-time faculty member in conjunction with his/her supervisor on the following basis:

- Each of the first two semesters
- Every alternate semester thereafter in which they have a teaching assignment.
- Completed written reports must be signed by both the faculty member and the supervisor, and shall be submitted to OAA within four weeks of the last day of classes for each semester.
- Any comments by a supervisor recommending improvement in a performance category must include specific recommendations for improvement and a time frame for following up on the progress of recommendations with the part-time faculty member. The part-time faculty members may include written comments on the supervisor's recommendations.
- The information gathered in the written evaluation must be kept confidential by the supervisor and the Office of Academic Affairs and is to be deposited in the faculty member's file maintained by the Office of Academic Affairs.

The supervisor/ faculty reviewer shall include the following information in the written evaluation:

1. Classroom Observation: Written reports resulting from classroom observation of the part-time faculty member must include consultation between Department Chair/Supervisor and the individual evaluated before and after writing the report. The report should be filed in the individual's file and a copy given to him/her. The individual evaluated may attach his/her comments. Refer to Appendix G for the classroom observation process.

2. Student Feedback: For each part-time faculty member the supervisor will summarize the contents of student surveys completed since the last evaluation. Refer to Appendix I for the student survey of teaching process.

3. Procedural Responsibilities:
    a. Syllabi for each faculty member for each course section taught shall be collected and filed with the department in a timely manner. Refer to Appendix H for the required elements of syllabi.
    b. Faculty member submits grades according to dates posted in the College academic calendar.
    c. Faculty member submits record of grade justification per College policy according to dates posted in the College academic calendar.
    d. Faculty member uses DCC email to communicate with college and students.

4. A part-time faculty member may provide additional materials to be considered, such as a portfolio prepared by the faculty member that could include:
    a. current teaching materials and assessments
    b. current student work
    c. written self-evaluation by the faculty member
    d. student surveys of teaching
    e. other materials the faculty member feels may accurately represent his/her teaching performance

APPENDIX G: CLASSROOM OBSERVATION PROCESS

Teaching performance will be measured by considering the demonstration of such qualities as:

- command of the subject matter
- ability to organize and present course materials
- ability to engage students in the learning environment

Observations shall be scheduled within the first two-thirds of the semester or term at a time mutually agreed upon by the designated observer and the faculty member to be evaluated with at least two weeks' advance notice.

Faculty members may request an additional observation and associated report by their supervisor or by a senior full-time faculty member of the department (above the Assistant Professor level) if they desire. The senior full-time faculty member chosen must be mutually acceptable to the individual and the supervisor.

The supervisor and OAA may determine that an additional observation(s) of a faculty member is warranted. The supervisor will notify the faculty member and the request will be accompanied with an explanation for the additional observation based on unbiased evidence.

APPENDIX H: REQUIREMENTS FOR SYLLABI

Each syllabus must include the following required elements:

1. Name of course, semester, section, and/or CRN number
2. Faculty name and contact information (must include DCC email as a primary form of contact outside of class)
3. Class meeting time and place
4. List of required textbook(s) and/or other required materials
5. Catalog course description (may also include additional course description detail specific to the instructor but shall not contradict or conflict with the catalog description)
6. Course Student Learning Outcomes
7. Institutional Student Learning Outcomes (when applicable)
8. Outline of course and course requirements
9. Grading criteria indicating how final grade is determined
10. Statements regarding academic accommodations, Title IX, and academic honesty. (These statements will be provided to all faculty by the Office of Academic Affairs. The statements will be available on the Faculty tab in myDCC).

APPENDIX I: STUDENT SURVEY OF TEACHING PROCESS

The Student Survey of Teaching process provides a mechanism to bring the student voice in to the faculty evaluation process. As is the case throughout the evaluation process, the intent and purpose is to use this information to assist the faculty member in his/her growth and development as an educator. The Department Chair/Supervisor and the Office of Academic Affairs will hold confidential and will not share, in any form, any personally identifiable quantitative data resulting from the surveys including in the Promotion process. All consideration of these data shall be undertaken with the understanding that student feedback is an important but limited vehicle for understanding the effectiveness of an individual's teaching. All faculty and administrative supervisors' evaluation of student survey results will be informed by a clear understanding of the research that demonstrates that student survey responses may reflect biases based on gender, race, sexual orientation, appearance, academic rigor, subject matter of the course, and students' desire to take the course, work habits, and confidence about and prior knowledge of the subject matter. Therefore, data can be used to guide future professional development and shall not be used to initiate disciplinary procedures.

a. The Student Survey of Teaching form and process shall be annually reviewed by an all-faculty committee. This DUE committee will consist of faculty members from a range of academic disciplines, including at least two part-time faculty members, and including two faculty who specifically represent DUE and hereafter referred to as the Evaluation Committee.
b. Any revision to any portion of the form or process that is recommended by the Evaluation Committee and approved by the Office of Academic Affairs shall be formally negotiated between DUE and the College prior to implementation.
c. The Student Survey of teaching will be administered during the weeks 12 – 14 each semester in all sections taught until the faculty member has achieved Reemployment Preference status.
d. Each semester, the department's office assistant shall obtain a sufficient number of Student Survey of Teaching envelopes and current survey forms from the mail room and make them available to the departmental faculty. All part-time faculty survey forms are to be returned to the respective departmental office.
e. The Student Survey of Teaching form shall include two required sections (Parts A and B) and one optional section (Part C). Part A gathers information to be considered at the institutional level with results tabulated and provided to OAA, Part B gathers information to be considered at the department level, and Part C (optional) gathers information at the course/discipline level.
f. Part A survey forms will be scanned for data every semester in the academic department and reviewed by the academic department chair for all departmental courses. The data from Part A will be forwarded to OAA within 45 days of the end of each spring and fall semester. These data can only be used by OAA to initiate a conversation with the department chair to discuss institutional and departmental trends.
g. The department chair will forward the data collected for departmental courses taught by part-time faculty to the respective supervisor.

h. The quantitative data collected from Part A of the Student Survey of Teaching shall not be included in any promotion application.

i. Student responses to Parts B and C of the Student Survey form remain at the department level, for use by the faculty member and his or her departmental and/or program supervisor.

j. All parts of the Student Survey of Teaching form and machine readable forms completed by students shall be returned to the respective faculty member.

APPENDIX J: STUDENT SURVEY OF TEACHING FORM

Part A of the Student Survey of Teaching

Students will rate each statement on a 5 point Likert scale (1-strongly disagree, 2-disagree, 3-neutral, 4-agree, and 5-strongly agree). Part A will consist of the following statements:

i. The instructor provided a syllabus that included a course outline.
ii. The instructor clearly communicated how the course grade was to be determined.
iii. The instructor provided his/her DCC email address and how best to contact them outside of class.
iv. The instructor usually begins class on time as scheduled.
v. The instructor usually uses the instructional time available with breaks (when applicable).
vi. The instructor expects students to use the required textbook(s)/resource(s).
vii. The instructor is responsive to students' questions and concerns.
viii. The instructor gives clear explanations.
ix. I had a strong desire to take this course.
x. I was able to access the resources required for the course.
xi. I was able to commit the time and effort necessary to be successful in the course.
xii. I feel my prior knowledge in the subject matter was a significant factor in my ability to be successful in the course.

Part B focuses on the collection of potentially useful information to the faculty member as concerns their teaching practice. That information will be provided to the faculty member's supervisor and returned to the faculty member after review by the supervisor. Initially, Part B will consist of the following prompts for feedback:

i. Please comment on your overall impression of this instructor.
ii. Please comment on the organization and structure of the course.
iii. Please comment on your interactions with the instructor.
iv. Please comment on the text book and materials used in the class.
v. Please add any other comments you would like to make, including your overall summary of the course and suggestions for improvement. Give examples where you can.

Part C may be required by a department and/or discipline, and will be specific to the department and designed and voted upon by the faculty in that department, and approved by the Evaluation Committee.

APPENDIX K: IMPLEMENTATION OF RANKS

The timeline below describes the implementation of a plan to create four part-time faculty ranks and to institute an Equity Percentage compensation method which includes steps. The purpose of instituting a part-time faculty salary model based on percentages of full-time faculty salaries is to move toward the goal of equal pay for part-time and full-time faculty for comparable instructional work.

2016-2017

- Maintain current tier system with adjusted rates in Appendix B.
- During Spring 2017, a Part-time Faculty Criteria and Placement Committee* will be formed to develop criteria for promotion to Assistant, Associate, and Full Professor ranks.
- These criteria will be mutually agreed to by the College and DUE and accepted through a Memorandum of Understanding no later than Fall 2017.

2017-2018

- Maintain current tier system with adjusted rates in Appendix B.
- All part-time faculty assigned to teach in the Fall 2018 semester will be placed by the College into the ranks of Instructor and Assistant Professor based on terminal degree.
- In Spring 2018, each part-time faculty member's tier will be computed by incrementing by two his/her semesters taught through and including Spring 2018
- Faculty will be assigned to steps in the new salary model that have pay rates that are comparable to the lecture rates at their computed tiers and that are no less than their current lecture rates (if exact matching rates do not exist).
- Department Chairs will be notified of the initial placements of faculty in their department.
- Faculty may appeal their placements within 60 days with evidence of a terminal degree.
- These appeals will be adjudicated by a consultation among the department chair, and a representative from both OAA and DUE.
- Establish Part-time Faculty Promotion Committee in Spring 2018.
- Existing part-time faculty may petition for promotion into the Assistant, Associate and Full Professor ranks based on the new criteria during the Spring 2018 semester. Promotions granted will be implemented in Fall 2018.

2018-2019

- New model with salaries and step for ranks of Instructor, Assistant, Associate and Full Professors will be implemented in the Fall of 2018.
- Each Fall beginning with Fall 2018, existing part-time faculty may apply for promotion into the Assistant, Associate and Full Professor ranks based on established criteria. Promotions will take effect in Fall of the following academic year
- Newly hired part-time faculty will be placed into Instructor and Assistant Professor ranks based on the established criteria for these ranks.
- Tracking of contact hours taught begins (from base of zero) for all part-time faculty.

2019 – 2020

- Full proportional model in place.
- Existing part-time faculty may apply for promotion into the Assistant, Associate and Full Professor ranks based on established criteria. Promotions will take effect in Fall of the following academic year

Other Parameters of Implementation

- Promotion (movement of existing faculty into a higher rank) earns a lateral movement on the salary grid to the same step on the new rank
- Rank and step as a part-time faculty member are not equivalent to full-time faculty rank and step.

Criteria and Placement Committee:

- Four College representatives
- Four DUE representatives (including part-time representation)
- Charge of committee:
  - It is also understood that part-time faculty may or may not come to the College through the traditional academic graduate track, so criteria that encompass part-time faculty academic achievements as well as professional development will be created to define the ranks.
  - Criteria for initial placement of rank for part-time faculty at the point at which they are hired
  - Criteria for promotion to ranks of Assistant, Associate and Professor
  - Determine length of service criteria and whether accumulated contact hours since last step increase are retained at time of promotion.
  - Process for appeals of transitional rank and step
  - Process and Timeline for part-time faculty to apply for promotion
  - Composition of Promotion Committee
  - Committee recommendations will be submitted to both the College and the DUE President.

**The College will develop a process for verification of external experience for rank and step placement and will inform DUE in writing.

2016-2017

Adjunct Pay Rates Per Contact Hour

College	Min	Mid	Max
Sullivan	$592		$669
Columbia Greene	$660		$835
Ulster	$784		$887
Rockland	$925	$973	$1,025
Hudson Valley	$1,113		$1,113
Dutchess	**$1,054**	**$1,165**	**$1,211**
Westchester	$1,089		$1,255
Orange	$974		$1,364
Suffolk	$1,202		$1,531

Budget, Finance, and Personnel Committee Roll Call

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

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

Absent: 6 **Motion:** ____

Vacant: 0 **Abstentions:** 0

2016299 APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE PART-TIME EDUCATOR UNIT OF DUTCHESS UNITED EDUCATORS

Date: December 5, 2016

Roll Call Sheets

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

Present: ____ **Resolution:** ____ **Total :** _____ _____

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

Vacant: ____ **Abstentions:** ____

2016299 APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE PART-TIME EDUCATOR UNIT OF DUTCHESS UNITED EDUCATORS

Date: December 8 , 2016

Budget, Finance, & Personnel

RESOLUTION NO. 2016300

RE: LEVY OF DELINQUENT SCHOOL TAXES

Legislators FLESLAND, BORCHERT, MICCIO, BOLNER, INCORONATO, PULVER, JETER-JACKSON, and SAGLIANO offer the following and move its adoption:

WHEREAS, pursuant to 1330(2) of the Real Property Tax Law, the account and certificate(s) of delinquent school taxes have been received by the Commissioner of Finance, now therefore, be it

RESOLVED, that the account and certificate(s) of delinquent school taxes for the year 2016-2017 as reported to the Commissioner of Finance pursuant to 1330(5) of the Real Property Tax Law, be accepted and is hereby directed that the amount of such delinquent taxes and the amount of delinquent taxes from a prior year which an owner elected to pay in installments as of December 9, 2016, together with seven (7%) percent of the amount in addition thereto, be relevied on the real property on which the same is imposed. When collected, the same shall be considered due and owing to the Commissioner of Finance to reimburse the County for the amount advanced, and be it further

RESOLVED, that the Commissioner of Finance is hereby authorized and directed to pay the officer charged by law with the custody of school district moneys, the amount of the returned delinquent school taxes in accordance with the provisions of 1330(4)(5) of the Real Property Tax Law.

CA-171-16
HS/CM/CEB/kvh G-0145
11/09/16
Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12 **Resolution:** ✓ **Total :** 12 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016300 LEVY OF DELINQUENT SCHOOL TAXES

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 (Yes) 0 (No)

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016300 LEVY OF DELINQUENT SCHOOL TAXES

Date: December 8 , 2016

Budget, Finance, & Personnel

RESOLUTION NO. 2016301

RE: LEVY OF DELINQUENT VILLAGE TAXES

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

WHEREAS, pursuant to Local Law No. 3 of 1996 and pursuant to Section 1442(3) of the Real Property Tax Law, the account and certificate(s) of delinquent village taxes have been received by the Commissioner of Finance, now therefore, be it

RESOLVED, that the account and certificate(s) of delinquent village taxes for the year 2016-2017 as reported to the Commissioner of Finance pursuant to 1442(3) of the Real Property Tax Law, be accepted and is hereby directed that the amount of such delinquent taxes as of December 09, 2016, together with seven (7%) per cent of the amount in addition thereto, be relevied on the real property on which the same were originally imposed by the Village. When collected, the same shall be considered due and owing to the Commissioner of Finance to reimburse the County for the amount advanced, and be it further

RESOLVED, that the Commissioner of Finance is hereby authorized and directed to pay the village treasurer, the amount of the returned delinquent village taxes in accordance with the provisions of 1442(3) of the Real Property Tax Law.

CA-172-16
HS/CM/CEB/kvh
G-0145
11/09/2016
Fiscal Impact: None

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Discussion on Resolution No. 2016301 proceeded as follows:

Legislator Miccio disclosed that he was the Mayor of Fishkill and the village would benefit from this resolution.

Roll call on the foregoing resolution resulted as follows:

AYES:	25	Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn
NAYS:	0	
ABSENT:	0	

Resolution adopted.

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12 **Resolution:** ✓ **Total :** 12 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016301 LEVY OF DELINQUENT VILLAGE TAXES

Date: December 5, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** — Yes No

Vacant: 0 **Abstentions:** 0

2016301 LEVY OF DELINQUENT VILLAGE TAXES

Date: December 8 , 2016

PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2016302

RE: ADOPTION OF THE TENTATIVE 2017-2021 CAPITAL IMPROVEMENT PROGRAM FOR DUTCHESS COUNTY

Legislators BORCHERT, PULVER, SAGLIANO, INCORONATO, and TRUITT offer the following and move its adoption:

WHEREAS, the Tentative 2017-2021 Capital Improvement Program for Dutchess County has been submitted by the County Executive and was referred to the Public Works and Capital Projects Committee for its review, and

WHEREAS, the committee, meeting on November 7, 2016, has studied and reviewed said Tentative 2017-2021 Capital Improvement Program, now, therefore, be it

RESOLVED, that the 2017-2021 Capital Improvement Program as submitted is hereby adopted as the Capital Improvement Program for the County of Dutchess for the years 2017-2021.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/13/2016

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Public Works and Capital Projects Roll Call

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

Present: 9 **Resolution:** ✓ **Total :** 9 (Yes) 0 (No)

Absent: 3 **Motion:** ____ **Abstentions:** 0

Vacant: 0

ADOPTION OF THE TENTATIVE 2017-2021 CAPITAL IMPROVEMENT PROGRAM FOR DUTCHESS COUNTY
Date: November 7, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 (Yes) 0 (No)

Absent: 0 **Motion:** ___

Vacant: 0 **Abstentions:** 0

2016302 ADOPTION OF THE TENTATIVE 2017-2021 CAPITAL IMPROVEMENT PROGRAM FOR DUTCHESS COUNTY

Date: December 8, 2016

Budget, Finance, & Personnel

RESOLUTION NO. 2016303

RE: ADOPTION OF THE TENTATIVE BUDGET FOR DUTCHESS COUNTY FOR THE YEAR 2017 SUBJECT TO AMENDMENTS HEREIN CONTAINED

Legislator FLESLAND, SAGLIANO and INCORONATO offers the following and move its adoption:

WHEREAS, the Tentative Budget of Dutchess County, as submitted by the County Executive, was referred to the Budget, Finance, & Personnel Committee for its review, and

WHEREAS, the committee, meeting on November 9, 10, 14, 15, 16, and 30, has studied and reviewed said Tentative Budget, now, therefore, be it

RESOLVED, that the revisions made by the Budget, Finance, & Personnel Committee and that the corrections made by the Budget Director be reflected in the Tentative Budget of Dutchess County for the year 2017, and, be it further

RESOLVED, that the Tentative Budget for the year 2017, as submitted, is hereby adopted as the budget for the County of Dutchess for the year 2017 subject to the amendments and corrections as attached, and, be it further

RESOLVED, that the Budget Director be and she hereby is directed, authorized, and empowered to compute and insert a Real Property Tax Levy as the result of the proposed amendments to the budget, and, be it further

RESOLVED, that the Budget Director be and she hereby is directed, authorized, and empowered to compute and insert an estimated revenue and fringe benefit adjustment reflecting the changes brought about by the amendments made to the Tentative Budget by the County Legislature, and, be it further

RESOLVED, that the Budget Director and Clerk be empowered to rectify any clerical errors.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 12/14/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this day 8th of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

2017 (JDGET AMENDMENTS

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2017 BUDGET	FINAL 12-8-16 AMENDMENTS	FINAL 12-8-16 DIFFERENCE	COMMENTS / INTENT
	2017- Amendments to Budget Appropriations							**466,514,625**
	APPROPRIATIONS AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
	Legislative Amendments:							
550	DBCH- Stabilization Center	A.4320.74	1010.1030	Positions- Temp Help	0	25,000	25,000	PT Peer Counselor, jail based and stabilization center
494	DBCH- Environmental Health	A.4010.29	4653	Public Info and Services	1,200	11,200	10,000	Education and outreach for well testing and pesticides
499	DBCH- Nursing	A.4010.30	4653	Public Info and Services	0	5,000	5,000	Tick Kits and education outreach
225	Human Resources	A.1430	4653	Public Info and Services	0	5,000	5,000	Human Rights outreach
647	Office for the Aging	A.6772.50	4401.106	Professional Services Program	660,000	760,000	100,000	1/2 year 5 day per week home delivered senior meals
363	Emergency Response	A.3410	4401.106	Professional Services Program	34,000	48,000	14,000	Increase in Deputy Coordinators stipends from $2,000 to $3,000
292	Distribution of Sales Tax	A.1985	4442.5899	Municipalities Sales Tax Share	28,175,000	28,213,900	38,900	Increase related to increase in projected sales tax
690	DCFS- Foster Care	A.6119	4400.4423	Contract Agencies MH Assoc of DC	65,000	90,000	25,000	Living Room funding to keep it open 7am-7pm, 7 days year round
560	DBCH-Weights & Measures	A.6610	4653	Public Info and Services	0	5,000	5,000	Weights & Measures education
							0	
	Total Legislative Amendments:						**227,900**	
	TOTAL CHANGE TO APPROPRIATIONS:						**227,900**	
	CUMMULATIVE CHANGE:						**466,742,525**	FINAL BALANCE APPROPRIATIONS
	2017- Amendments to Budget Revenues							**466,514,625**
	REVENUE AMENDMENTS:				**FROM**	**TO**	**IMPACT**	
	Legislative Amendments:							
495	DBCH- Environmental Health	A.4010.29	34010.01	Public Health Article 6	840,463	844,063	3,600	Revenue associated with environmental outreach above
500	DBCH- Nursing	A.4010.30	34010.01	Public Health Article 6	317,039	318,839	1,800	Revenue associated with tick education above
698	DCFS- Safety Net	A.6140	36400	Safety Net	1,595,000	1,602,250	7,250	
560	DBCH-Weights & Measures	A.6610	19620	Public Inf and Services	0	5,000	5,000	Weights & Measures education
288	Sales Tax	A.1331	11100	Sales & Use Tax	183,385,000	183,595,250	210,250	Increase projected sales tax: YTD +2% 2016 and 1% for 2017
	Total Legislative Amendments:						**227,900**	
	TOTAL CHANGE TO REVENUES:						**227,900**	
	CUMMULATIVE CHANGE REVENUES:						**466,742,525**	FINAL BALANCE REVENUES
	NET PROPERTY TAX LEVY IMPACT:				**105,470,935**	**105,470,935**	**0**	NET PROPERTY TAX LEVY IMPACT

COUNTY OF DUTCHESS
MARCUS J. MOLINARO
COUNTY EXECUTIVE

MEMORANDUM

TO: Dale Borchert, County Legislature Chairman
All Legislators & Legislature Staff

FROM: Marcus J. Molinaro, County Executive

DATE: December 14, 2016

RE: **2017 Adopted Budget**

Today, I sign and return the 2017 Adopted Budget as amended by the County Legislature.

The 2017 Dutchess County Budget, adopted with bi-partisan support in a 24-1 vote, continues to provide tax relief to our residents, while maintaining and enhancing vital county services. Our commitment to smaller, smarter and more effective government has enabled us to deliver the third consecutive property tax levy reduction and for the second year in a row; property taxpayers will pay a lower rate than the year before.

We are proud to advance initiatives that make Dutchess County stronger, safer, healthier and kinder; enhancing our shared quality of life. The 2017 Adopted Budget includes priorities ranging from economic development investments to strengthen our local economy to a nationally awarded nutrition program for our most vulnerable; advancement of Dutchess County's model of restorative justice and continuing strides to ThinkDIFFERENTLY about individuals of all abilities.

The legislative amendments made to the budget further strengthen our efforts and I am pleased to support all of them, including funding for the expansion of senior home delivered meals to 5-day-a-week service; expanding operational hours for Mental Health America's Living Room Homeless Day Shelter; new Peer-to-Peer recovery support counselor; stipend increases for our dedicated Emergency Response Deputy Coordinators; as well as educational and public outreach for human rights, pesticide use, well testing and tick-borne illness.

My thanks to Budget Committee Chairwoman Angela Flesland for guiding the legislative budget review process this year. It was a productive discourse that was beneficial and informative for our residents. In combination with our multiple town hall forums, including our tele-town hall, there was ample opportunity for residents to learn about the budget and share their feedback and input. Many took advantage of the chance to participate in this important process.

22 Market Street, Poughkeepsie New York 12601 • (845) 486-2000 • Fax: (845) 486-2021
mmolinaro@dutchessny.gov

Thank you to you as well, Mr. Chairman, for your leadership and hard work throughout the year. Together, this Legislature and our Administration have successfully partnered to address the challenges facing our shared constituents and have engaged in an earnest, constructive dialogue that has led to solutions and forward progress for our county.

As we prepare to turn the calendar to 2017, I look forward to our continued collaboration as we pursue our bold goals of seeing Dutchess County become the healthiest county in New York; serving as a model for the nation with our unique restorative justice system and leading a revitalization revolution that will continue to grow our economy. These are challenging goals, but we have already seen progress; and with our shared dedication, perseverance and hard work, I am confident this county government will fully achieve them.

I am grateful to you all and wish you all a happy, healthy holiday season and a successful new year!

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

RECEIVED
NOV 22 2016
By RW 3:29 PM

HON. ALAN D. SCHEINKMAN
District Administrative Judge
Ninth Judicial District

NANCY M. MANGOLD
District Executive

PETER A. PALLADINO
Chief Clerk

LISA D. MACK
Deputy Chief Clerk

JOAN S. POSNER
DENISE M. WATSON
JOSEPH A. EGITTO
TRACY C. MACKENZIE
Family Court Judges

STEVEN R. KAUFMAN
JEANNE M. PATSALOS
Support Magistrates

MERYL H. GUZMAN
Court Attorney Referee

November 23, 2016

The Dutchess County Legislature
22 Market Street
Poughkeepsie, New York 12601

Re: Additional In-Court appearances of Juvenile Delinquency (JD)
and Persons in Need of Supervision (PINS)

Dear Legislators:

As you are aware, Family Court serves our most vulnerable children. We are dedicated to providing more timely permanency for the children of Dutchess County. This is accomplished through a team approach, with additional court appearances, conferences and permanency hearings. With the addition of a fourth Family Court Judge this past year, and the accompanying additional 35 hours of in-court time, another assistant county attorney will help prevent delays in court calendars, and better insure that Dutchess County meets the goals of the Child Welfare Improvement Project.

Additionally, with regard to Juvenile Delinquency and Persons in Need of Supervision cases, we are seeing an increase in complex cases where the youth often suffer from mental health, substance abuse, or a combination of troubling issues. These cases typically involve multiple appearances with more substantive discussions regarding solutions that will best benefit the youth and provide for better outcomes. We support the addition of a County Attorney to enable the assignment of a specific attorney to each Judge in order to maintain greater efficiency and effectiveness.

We are in support of the addition of resources that can help us better expedite cases, prevent delays in our calendars, and ultimately provide the best outcomes for the vulnerable families and children we serve.

Very truly yours,

Hon. Joan S. Posner
Family Court Judge

Hon. Denise M. Watson
Family Court Judge

Hon. Joseph A. Egitto
Family Court Judge

Hon. Tracy C. MacKenzie
Family Court Judge

MARCUS J. MOLINARO
COUNTY EXECUTIVE

JESSICA A. WHITE
BUDGET DIRECTOR

COUNTY OF DUTCHESS
BUDGET OFFICE

Memo

TO: Angela Flesland, Chairwoman, Budget, Finance & Personnel Committee

FROM: Jessica White, Budget Director

DATE: November 22, 2016

RE: 2017 Budget Information

I am responding to Legislators' requests for information concerning the 2017 proposed budget.

***Question:* Page 254, A.1620.4680.98: Which County owned property do we pay taxes on?**

Response:
While the County is exempt from taxes, we are required to pay some special assessments for capital improvement districts for water, sewer, drainage and some other types of special districts per Real Property Tax Law §490. These costs are included in A.1620.4680.98 for a total cost of less than $6,750 and are for the following properties:

- Eastern Dutchess Government Center, Millbrook
- 503 Haight Ave, Poughkeepsie- OCIS
- 626 Dutchess Turnpike, Poughkeepsie- DPW
- 230 North Road, Poughkeepsie- DBCH

***Question:* Page 253, A.1620.4606: Please provide the contact information for the County's primary Janitorial Services vendor.**

Response:
The County contracts for cleaning service with New York State Industries for the Disabled (NYSID), a preferred source vendor. Our contact is Meredith Hartman (518) 694-0300. The vendor has verified that they pay their workers prevailing wage.

***Question:* Page 86, A.1450.4710: What purchases have been made from this Furniture & Office Equipment line for 2016?**

Response:
The department purchased Fujitsu document scanners.

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

Question: ***How often is the recommendation by Probation for placement in an Alternative to Incarceration (ATI) accepted by the judge?***

Response:
About 1,000 defendants are released annually at the recommendation of Pretrial Services. It is actually the judge that accepts or disagrees with our recommendation for release. Over 90% of those we recommend for some type of release are granted that release.

Question: ***Does Dutchess County or New York State engage in long term tracking of youth involved in the Juvenile Justice System or PINS program? How many of these youth later become involved in the Criminal Justice System?***

Response:
There is no tracking mechanism to follow youth in the JD and PINS system Long-Term to see if they transition to our adult criminal justice system. The information exists in two separate systems and cannot easily be cross referenced. There also could be legal issues as Juvenile cases get closed and may be sealed. Although we cannot track specific youth, there has been a significant decrease in the number of youth admissions to the jail. In 2010, 585 youth (under 21) were admitted to the jail compared to 299 in 2015. A decrease of almost 50%.

Question: ***Provide additional information on Medicaid Spousal Refusal including what threshold of income will be prosecuted, how income and ability to pay is determined and calculated? How far back will these cases be prosecuted? Do other counties prosecute spousal refusal cases?***

Response:
The Legislature should be aware that there are criteria established by Medicaid which provide for an equitable approach to efforts to compel spousal support. For instance, no one need fear that they are in jeopardy of losing their residence or assets required for anticipated living expenses since these are exempted from loss. Further, the pursuit of assistance from the non-institutionalized spouse is discretionary within DCFS and will only be exercised in those cases where the Commissioner has been convinced that after a review of pertinent financial records there is a justification for doing so. (See below program description)

Background:

Federal law and rules set the method by which the income and resources of an individual institutionalized in a skilled nursing facility are counted for Medicaid eligibility. Married individuals have special rules to financially protect the spouse left in the community. The income and resources of the community spouse OVER the resource and income allowances to protect the community spouse are considered available to the spouse in the institution.

NYS law generally reflects those laws and regulations; however, in New York, the community spouse can sign a refusal that the excess money be available to the institutionalized spouse. The county can pursue support from the community spouse as long as the request will not jeopardize the financial stability of the community spouse.

According to the recent check of surrounding counties, DCFS Director of Medicaid found that Putnam, Albany, Green, Orange and Onondaga County are pursuing these cases. Columbia is in the process of pursuing these cases.

Practice:

- How do we determine who to prosecute?

  These cases are reviewed and screened for specific criteria to protect our vulnerable community spouses while ensuring that those with excessive resources and income pay their fair share. The house, the car and personal belongings are not part of the picture and are safeguarded for the community spouse. Only those assets not needed for the community spouse's financial stability are considered.

  The law currently provides a threshold of net base line monthly income totaling $2,981 with additional resources credited for up to $119,220 (not including house, car and personal belongings, IRA and annuity exceptions and burial funds for spouse and children). We will set our internal screening at a higher threshold of $3,400 for net base line monthly income with resources over $140,000. These criteria are subject to change based on state changes or special circumstances.

  Cases will be reviewed and screened and the County will only file where there is *excessive* resources and income.

- How far back are we planning to prosecute?

  The DCFS Commissioner is the petitioner in these cases. No spousal refusal cases have been filed in years. We do not intend to go back but rather to start the screening and review of potential cases moving forward in 2017.

Question: ***What percentage of Temporary Assistance cases become Safety Net cases following the 60 months of eligibility for TA?***

Response:
As of November 16th, 41 Households have exhausted their 60-month TANF limit. This represents about 8% of the Safety Net caseloads

Question: ***What is FFFS funding and what is it used for?***

Response:
The Flexible Fund for Family Services (FFFS) is used to cover both administrative costs and programs. The amount allocated by the Commissioner for programming totals $538,104. The State allows counties flexibility with these funds, including the ability to allocate funds to programs as long as they are programs which respond to local priorities and serve individuals eligible for TANF. While the Commissioner can decide what programs to fund, the State must approve the FFFS plan annually and all procurement regulations must be met.

Question: ***How many Hudson River Housing clients are in a 'housing first' model?***

Response:
The program targets and serves 20 chronically homeless individuals.

Question: ***What portion of individuals on Medicaid are employed?***

Response:
We were unable to pull this information from the system. We requested a report from the New York State Department of Health and will provide as soon as we receive it.

Question: ***Is there a waiting list or any unmet needs for the Workforce Investment Board's summer youth employment program?***

Response:
This information was not collected by the WIB. Although the agencies don't report on this specifically - through conversations and monitoring we have heard that typically there are two barriers to a program expanding: 1) Limited transportation capacity - i.e. green teen and MSL can only fit so many people in their vans; 2) The programs limit their recruitment to the pool of students involved in their year-round program.

Question: ***Provide detail on the increase in the rates for Foster Care. What increase in caseload is projected for Foster Care?***

Response:
The state establishes the rates for foster home payments. These rates are changed once or twice a year, and are retroactive. This year, we had two increases. The rates vary depending on the child's age, as well as the level of care needed. There are 3 age categories with monthly allowances of $535, $644 and $746. Additionally, there is a monthly clothing allowance ranging from $33.79 per month up to $89.57. For those with higher needs, the monthly rate is currently set at $1,953.

While this line looks like an increase in 2017, the 2016 projected cost needs to be considered. Due to two rate increases experienced this year, we are estimating $8,200,000 in actual expenses in 2016. We are asking for $8,250,000 in 2017 because we do not anticipate an increase in the number of children entering foster care.

Question: ***Provide more information on the 'No Wrong Door' program through Office for the Aging.***

Response:
Office for the Aging serves as the local NY Connects agent for New York State. NY Connects is a locally based "No Wrong Door" system that provides one stop access to free, objective, comprehensive information and assistance for people of all ages needing long term services and supports. The program links individuals of all ages to long term services and supports regardless of payment source; whether it be private pay, public or a combination of both.

Question: ***Provide cost to expand all Senior Friendship Centers to five days per week.***

Response:

It was the Office's past experience that the number of seniors using our centers all five days a week was rare. By closing on Fridays it is our experience that the seniors that came on Fridays just utilize a different day. Our number of seniors using the program did not significantly change from the 5 day to the four-day plan.

Total Estimated Cost = $253,300

G/L Line	Account Name	Amount of Increase
A.6772.50.1010.1030	Positions- Temporary Help	$153,000
A.6772.50.4401.106	Professional Services Program	$86,000
A.6772.50.4628.80	Interdept Exp Auto Center	$7,800
A.6772.50.4425	Recreation Special Events	$700
A.6772.50.4571.63	Rental/Lease – Real Property Long Term	$5,800
	Total	$253,300

Question: ***Do we know if The Living Room plans on opening additional weekend hours or holidays with the additional money we are giving them?***

Response:
The increase included in the 2017 Budget for MHA is only for COLAs. The Living Room operates extended hours in the winter months from October through March. However, from March to October they close at 2 PM on Saturday and Sunday leaving a gap from 2 PM to 7 PM in which people may have no place to go. The cost to bridge that 5-hour gap in the spring / summer would be approximately $12,500.

Question: ***Page 469, How many adolescent inpatient psychiatric beds may be relocated to Dutchess County?***

Response:
The Department of Behavioral and Community Health is actively working with the State to re-assign ten adolescent inpatient psychiatric beds to Mid-Hudson Regional Hospital.

Question: ***What are the lines that include budgeted appropriations for increasing bus service into the City of Poughkeepsie?***

Response:

Expenses	
4102	20,000
4130	63,940
4570.63	1,872
4612.101	2,500
4401.106	195,845
4755	129,566
Total	413,723
Revenues	
17500	100,100
35890.05	117,645
45890.11	195,978
Total	413,723

cc: All Legislators
Carolyn Morris, Clerk of the Legislature

Discussion on Resolution No. 2016303 proceeded as follows:

Legislator Coviello moved to amend the foregoing resolution, duly seconded by Legislator Strawinski as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
550	DBCH-Stabilization Center	A.4320.74	1010.1030	Positions- Temp Help	0	25,000	25,000

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Pulver moved to amend the foregoing resolution, duly seconded by Legislator Bolner as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
494	DBCH-Environmental Health	A.4010.29	4653	Public Info and Services	1,200	11,200	10,000

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Bolner moved to amend the foregoing resolution, duly seconded by Legislator Truitt as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
499	DBCH- Nursing	A.4010.30	4653	Public Info and Services	0	5,000	5,000

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Landisi moved to amend the foregoing resolution, duly seconded by Legislator Flesland as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
225	Human Resources	A.1430	4653	Public Info and Services	0	5,000	5,000

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Truitt moved to amend the foregoing resolution, duly seconded by Legislator Black as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
647	Office for the Aging	A.6772.50	4401.106	Professional Services Program	660,000	760,000	100,000

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Forman moved to amend the foregoing resolution, duly seconded by Legislator Bolner as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
363	Emergency Response	A.3410	4401.106	Professional Services Program	34,000	48,000	14,000

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Miccio moved to amend the foregoing resolution, duly seconded by Legislator Sagliano as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
288	Sales Tax	A.1331	11100	Sales & Use Tax	183,385,000	183,595,250	210,250

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Miccio moved to amend the foregoing resolution, duly seconded by Legislator Strawinski as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
495	DBCH-Environmental Health	A.4010.29	34010.01	Public Health Article 6	840,463	844,063	3,600

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Miccio moved to amend the foregoing resolution, duly seconded by Legislator Bolner as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
292	Distribution of Sales Tax	A.1985	4442.5899	Municipalities Sales Tax Share	28,175,000	28,213,900	38,900

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Flesland moved to amend the foregoing resolution, duly seconded by Legislator Black as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
690	DCFS- Foster Care	A.6119	4400.4423	Contract Agencies MH Assoc of DC	65,000	90,000	25,000

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Bolner moved to amend the foregoing resolution, duly seconded by Legislator Pulver as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
500	DBCH- Nursing	A.4010.30	34010.01	Public Health Article 6	317,039	318,839	1,800

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Bolner moved to amend the foregoing resolution, duly seconded by Legislator Flesland as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
698	DCFS- Safety Net	A.6140	36400	Safety Net	1,595,000	1,602,250	7,250

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Horton moved to amend the foregoing resolution, duly seconded by Legislator Miccio as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
560	DBCH-Weights & Measures	A.66610	4653	Public Info and Services	0	5,000	5,000

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Miccio moved to amend the foregoing resolution, duly seconded by Legislator Horton as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
560	DBCH-Weights & Measures	A.66610	19620	Public Info and Services	0	5,000	5,000

Roll call on foregoing amendment resulted as follows:

AYES: 25 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn

NAYS: 0

ABSENT: 0

Amendment Adopted.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Pulver as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
628	Public Transit	ET.5680	17500.08	City of Poughkeepsie	383,342	9,250	374,092

Legislator Tyner withdrew the foregoing amendment.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Amparo as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
752	Planning	A.8020	4400.4499	Contract Agencies. Democracy Collaborative	0	50,000	50,000

Roll call on foregoing amendment resulted as follows:

AYES: 1 Tyner

NAYS: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment Defeated

Legislator Tyner moved to amend the foregoing resolution.

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
736	DPW/Parks	A.7110	4628.79	Interdept Exp Printing	1,000	1,500	500

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
625	Public Transit	ET.5680	4628.79	Interdept Exp Printing	10,000	10,500	500

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
464	Criminal Justice Council	A.3010	4160	Office Supplies	250	1,250	1,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Amparo as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
677	DCFS – Services for Recipients	A.6070	4400.4425	Hudson River Housing	802,650	1,032,650	230,000

Roll call on foregoing amendment resulted as follows:

AYES: 1 Tyner

NAYS: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment Defeated

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
430	Jail	A.3150	1050	Overtime	5,545,016	0	(5,545,016)

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
690	DCFS	A.6119	4471	Institutional Care Placement	18,600,000	17,100,000	(1,500,000)

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
680	DCFS	A.6100	4458	Medicaid Services	41,308,917	36,308,917	(7,000,000)

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
252	DPW – Buildings	A.1620	4220	Electric-Light & Power	636,521	536,521	(100,000)

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
752	Planning	A.8020	4400.4422	Contract Agencies.Tourism	1,284,500	784,500	(500,000)

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
292	Distribution of Sales Tax	A.1985	4442.5899	Municipalities Municipalities Sales Tax	28,175,000	36,175,000	8,000,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Strawinski as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
677	DCFS – Services for Recipients	A.6070	4400.4559	Contract Agencies.Family Services	490,097	690,097	200,000

Roll call on foregoing amendment resulted as follows:

AYES: 1 Tyner

NAYS: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment Defeated

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Amparo as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
559	DBCH-Weights and Measures	A.6610	1010	Restore Department	223,652	293,652	70,000

Roll call on foregoing amendment resulted as follows:

AYES: 4 Tyner, Brendli, Amparo, Strawinski

NAYS: 21 Borchert, Miccio, Bolner, Black, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment Defeated

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
688	DCFS-Family Assistance	A.6109	4400.4456	Contract Agencies.WIB	377,063	1,377,063	1,000,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
175	Clerk of the Legislature	A.1040	4628.79	Interdept Exp Printing	1,000	2,000	1,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
98	Comptroller	A.1315	4628.90	Interdept Exp OCIS	0	1,000	1,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
110	OCIS-CS Admin	A.1610.01	1040	ST Overtime	1,000	2,000	1,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Amparo as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
187	Finance	A.1310		Bank Accounts	0	1,000	1,000

Roll call on foregoing amendment resulted as follows:

AYES: 1 Tyner

NAYS: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment Defeated

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
34	Board of Elections	A.1450	1035	Temp Help Elections	375,000	475,000	100,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Amparo as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
139	County Clerk.Administration	A.1410.01	4528.99	Interdept Exp OCIS	0	5,000	5,000

Roll call on foregoing amendment resulted as follows:

AYES: 1 Tyner

NAYS: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment Defeated

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
511	DBCH.Contract Narc Addiction	A.4230	4400.4499	Planned Parenthood of Mid-Hudson Valley	0	100,000	100,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Strawinski as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
644	Office for the Aging	A.6772.50	1010.1030	Positions-Temporary Help	0	153,000	153,000
644	Office for the Aging	A.6772.50	4401.106	Professional Services Program	0	86,000	86,000
644	Office for the Aging	A.6772.50	4628.80	Interdept Exp Auto Center	0	7,800	7,800
644	Office for the Aging	A.6772.50	4425	Recreation Special Events	0	700	700
644	Office for the Aging	A.6772.50	4571.63	Rental/Lease-Real Prop Long Term	0	5,800	5,800

Roll call on foregoing amendment resulted as follows:

AYES: 1 Tyner

NAYS: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment Defeated

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
457	DCFS-Juvenile Detention	A.3145	4452	Juv Detention Home-Temp	1,300,000	650,000	(650,000)
457	DCFS-Juvenile Detention	A.3145	4430.64	Interdept Cont Sheriff Transport	132,000	82,000	(50,000)

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
188	Finance	A.1310	4401.105	Professional Services Consultants	3,000	6,000	3,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
211	County Attorney	A.1420	4628.78	Interdept Exp Copier Program	2,762	3,762	1,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
211	County Attorney	A.1420	4631	Training Seminars/Conf	1,200	2,200	1,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Amparo as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
332	District Attorney	A.1165.06	4631	Training Seminars/Conf	4,600	9,600	5,000

Legislator Tyner withdrew the foregoing amendment.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Strawinski as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
358	Safety	A.3020	4628.79	Interdept Exp Printing	25	1,025	1,000

Roll call on foregoing amendment resulted as follows:

AYES: 1 Tyner

NAYS: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment Defeated

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
380	Probation & Community Correction	A.3140	4400.4448	Contract Agencies.Project MORE Inc.	2,041,605	4,041,605	2,000,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
380	Probation & Community Correction	A.3140	4400.4999	Revolving Bail Loan Fund	0	10,000	10,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Amparo as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
380	Probation and Community Corrections	A.3140	4400.4498	RFP-Renovations of Abandoned Prop	0	30,000	30,000

Roll call on foregoing amendment resulted as follows:

AYES: 1 Tyner

NAYS: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment Defeated

Legislator Tyner moved to amend the foregoing resolution as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
418	Sheriff	A.3110.25	4190	Uniforms, Badges & Access	105,000	155,000	50,000

The motion failed due to lack of a second.

Legislator Tyner moved to amend the foregoing resolution, duly seconded by Legislator Amparo as follows:

PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	FROM	TO	IMPACT
464	CJC Admin	A.3010	4401.105	Professional Services Consultants	70,000	140,000	70,000

Roll call on foregoing amendment resulted as follows:

AYES: 1 Tyner

NAYS: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano,

Surman, Thomes, Truitt, Washburn

ABSENT: 0

Amendment Defeated.

Legislator Pulver Moved the Question, seconded by Legislator Miccio.

Roll call on Moving the Question, resulted as follows:

AYES: 18 Borchert, Miccio, Bolner, Black, Coviello, Flesland, Horton, Incoronato, Landisi, Metzger, Nesbitt, Pulver, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

NAYS: 7 Strawinski, Amparo, Brendli, Rieser, Tyner, Forman, Jeter-Jackson

ABSENT: 0

Motion adopted.

Roll call on the foregoing resolution resulted as follows:

AYES: 24 Borchert, Miccio, Bolner, Strawinski, Amparo, Black, Brendli, Coviello, Flesland, Forman, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Nesbitt, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn

NAYS: 1 Tyner

ABSENT: 0

Resolution adopted.

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*		5
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		6
District 6 - Town of Poughkeepsie	Flesland (C)		7
District 10 - City of Poughkeepsie	Jeter-Jackson		8
District 11 - Towns of Rhinebeck and Clinton	Tyner	1	
District 12 - Town of East Fishkill	Metzger		9
District 15 - Town of Wappinger	Incoronato		10
District 22 - Towns of Beekman and Union Vale	Coviello		11

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 1 (Yes) 11 (No)

Abstentions: 0

(1) JT/MS

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 11 (Yes) 1 (No)
Abstentions: 0

(2)

JM / JI

"Call the Question"

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*		5
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		6
District 6 - Town of Poughkeepsie	Flesland (C)		7
District 10 - City of Poughkeepsie	Jeter-Jackson		8
District 11 - Towns of Rhinebeck and Clinton	Tyner	1	
District 12 - Town of East Fishkill	Metzger		9
District 15 - Town of Wappinger	Incoronato		10
District 22 - Towns of Beekman and Union Vale	Coviello		11

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 1 (Yes) 11 (No)

Abstentions: 0

2

JT / FA

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

(2) JT - Failed due to lack of a second.

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ _____
Yes No

Abstentions: _____

JT

(3) Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*		5
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		6
District 6 - Town of Poughkeepsie	Flesland (C)		7
District 10 - City of Poughkeepsie	Jeter-Jackson		8
District 11 - Towns of Rhinebeck and Clinton	Tyner	1	
District 12 - Town of East Fishkill	Metzger		9
District 15 - Town of Wappinger	Incoronato		10
District 22 - Towns of Beekman and Union Vale	Coviello		11

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 1 (Yes) 11 (No)

Abstentions: 0

4 JT/MS

pg. 252 DPW - Buildings A.1620 4220

Electric - Light + Power

$636,521 - $386,521

($250,000)

'e: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

(5) JT

Pg. 752 Decided not to make amendment

Planning A.8020

4400.4483 Contract Agencies

Local Development

$451,500 - 201,500 (250,000)

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

6

Failed lack of a second

JT

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

7

JT

Withdrawn

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

JT

(8) Counsel to Legislature stated that it would be inappropriate

Ruled out of order

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*	1	
District 14 - Town of Wappinger	Amparo*	2	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		4
District 6 - Town of Poughkeepsie	Flesland (C)		5
District 10 - City of Poughkeepsie	Jeter-Jackson	3	
District 11 - Towns of Rhinebeck and Clinton	Tyner	4	
District 12 - Town of East Fishkill	Metzger		6
District 15 - Town of Wappinger	Incoronato		7
District 22 - Towns of Beekman and Union Vale	Coviello		8

Present: ✓12
Absent: 0
Vacant: 0

Motion: ✓

Total : 4 (Yes) 8 (No)
Abstentions: 0

JT/MS

9

Pg. 677 DCFS A6070

4400.4559 DART

$490,097 - $690,000

+ $200,000

te: November 30, 2016
Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

10

JT

559 weights +

A. 6610

+ 70,000

failed due to lack of second

'e: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

JT

11

failed for lack of a second

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

(12)

JT

Failed for lack of a second.

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ _____
Yes No

Abstentions: _____

13

JT

Failed due to lack of a second

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

(14)

JT

Failed for lack of a second

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

15

JT

Failed due to a lack of a second

'e: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 11 **Yes** 1 **No**

Abstentions: 0

(16)

JM / D Bolner

"Call the question"

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		5
District 6 - Town of Poughkeepsie	Flesland (C)		6
District 10 - City of Poughkeepsie	Jeter-Jackson		7
District 11 - Towns of Rhinebeck and Clinton	Tyner	1	
District 12 - Town of East Fishkill	Metzger		8
District 15 - Town of Wappinger	Incoronato		9
District 22 - Towns of Beekman and Union Vale	Coviello		10

Present: 17
Absent: 1
Vacant: 0

Motion: ✓

Total : 1 Yes, 10 No

Abstentions: ✓

16

JT/FA

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

JT

17

Failed due to a lack of a second

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		5
District 6 - Town of Poughkeepsie	Flesland (C)		6
District 10 - City of Poughkeepsie	Jeter-Jackson		7
District 11 - Towns of Rhinebeck and Clinton	Tyner	1	
District 12 - Town of East Fishkill	Metzger		8
District 15 - Town of Wappinger	Incoronato		9
District 22 - Towns of Beekman and Union Vale	Coviello		10

Present: 17
Absent: 1
Vacant: 0

Motion: ✓

Total : 1 Yes, 10 No

Abstentions: 0

18

JT / MS

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ _____
Yes **No**

Abstentions: _____

JT

19

Failed due to lack of a second

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*		5
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		6
District 6 - Town of Poughkeepsie	Flesland (C)		7
District 10 - City of Poughkeepsie	Jeter-Jackson	1	
District 11 - Towns of Rhinebeck and Clinton	Tyner	2	
District 12 - Town of East Fishkill	Metzger		8
District 15 - Town of Wappinger	Incoronato		9
District 22 - Towns of Beekman and Union Vale	Coviello		10

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 2 (Yes) 10 (No)

Abstentions: 0

20

JT/MS

PROJECT RETURN

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*		5
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		6
District 6 - Town of Poughkeepsie	Flesland (C)		7
District 10 - City of Poughkeepsie	Jeter-Jackson		8
District 11 - Towns of Rhinebeck and Clinton	Tyner	1	
District 12 - Town of East Fishkill	Metzger		9
District 15 - Town of Wappinger	Incoronato		10
District 22 - Towns of Beekman and Union Vale	Coviello		11

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 1 | 11
Yes | No

Abstentions: 0

21 - 5 amendments

JT/MS

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

(22)

JT

2 lines failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

23

JT -

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

24

JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

25

JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*	1	
District 14 - Town of Wappinger	Amparo*	2	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		4
District 6 - Town of Poughkeepsie	Flesland (C)		5
District 10 - City of Poughkeepsie	Jeter-Jackson	3	
District 11 - Towns of Rhinebeck and Clinton	Tyner	4	
District 12 - Town of East Fishkill	Metzger		6
District 15 - Town of Wappinger	Incoronato		7
District 22 - Towns of Beekman and Union Vale	Coviello		8

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 4 Yes, 8 No

Abstentions: 0

26

JT / MS

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

(27) JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*		5
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		6
District 6 - Town of Poughkeepsie	Flesland (C)		7
District 10 - City of Poughkeepsie	Jeter-Jackson		8
District 11 - Towns of Rhinebeck and Clinton	Tyner	1	
District 12 - Town of East Fishkill	Metzger		9
District 15 - Town of Wappinger	Incoronato		10
District 22 - Towns of Beekman and Union Vale	Coviello		11

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 1 (Yes) 11 (No)

Abstentions: 0

28

JT/MS

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*		5
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		6
District 6 - Town of Poughkeepsie	Flesland (C)		7
District 10 - City of Poughkeepsie	Jeter-Jackson		8
District 11 - Towns of Rhinebeck and Clinton	Tyner	1	
District 12 - Town of East Fishkill	Metzger		9
District 15 - Town of Wappinger	Incoronato		10
District 22 - Towns of Beekman and Union Vale	Coviello		11

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 1 Yes, 11 No

Abstentions: 0

(29) JT/FA
increase by $100,000
withdrawn and increase
by only $10,000. Legislator
Amparo did not want to second
So Legislator Tyner kept
original amendment to keep
Legislator Amparo's support.

Date: November 30, 2016
Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ _____
Yes **No**

Abstentions: _____

30

JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ _____
Yes **No**

Abstentions: _____

31

JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

(32) JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ _____
Yes No

Abstentions: _____

33

JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*	1	
District 14 - Town of Wappinger	Amparo*	2	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		4
District 6 - Town of Poughkeepsie	Flesland (C)		5
District 10 - City of Poughkeepsie	Jeter-Jackson		6
District 11 - Towns of Rhinebeck and Clinton	Tyner	3	
District 12 - Town of East Fishkill	Metzger		7
District 15 - Town of Wappinger	Incoronato		8
District 22 - Towns of Beekman and Union Vale	Coviello		9

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 3 (Yes) 9 (No)

Abstentions: 0

34

JT / MS

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		5
District 6 - Town of Poughkeepsie	Flesland (C)		6
District 10 - City of Poughkeepsie	Jeter-Jackson		7
District 11 - Towns of Rhinebeck and Clinton	Tyner	1	
District 12 - Town of East Fishkill	Metzger		8
District 15 - Town of Wappinger	Incoronato		9
District 22 - Towns of Beekman and Union Vale	Coviello		10

Present: 11
Absent: 1
Vacant: 0

Motion: ✓

Total : 1 **Yes** 10 **No**

Abstentions: 0

35

JT / FA

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

36

JT

Failed due to lack of a second

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ _____
Yes **No**

Abstentions: _____

37

JT

Failed due to lack of a second

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*		4
District 14 - Town of Wappinger	Amparo*		5
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		6
District 6 - Town of Poughkeepsie	Flesland (C)		7
District 10 - City of Poughkeepsie	Jeter-Jackson		8
District 11 - Towns of Rhinebeck and Clinton	Tyner	1	
District 12 - Town of East Fishkill	Metzger		9
District 15 - Town of Wappinger	Incoronato		10
District 22 - Towns of Beekman and Union Vale	Coviello		11

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 1 **Yes** 11 **No**

Abstentions: 0

38

JT/MS

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*	1	
District 14 - Town of Wappinger	Amparo*	2	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		4
District 6 - Town of Poughkeepsie	Flesland (C)		5
District 10 - City of Poughkeepsie	Jeter-Jackson	3	
District 11 - Towns of Rhinebeck and Clinton	Tyner	4	
District 12 - Town of East Fishkill	Metzger		6
District 15 - Town of Wappinger	Incoronato		7
District 22 - Towns of Beekman and Union Vale	Coviello	5	8

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 5 (Yes) 7 (No)

Abstentions: 0

39

JT / FA

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		1
District 17 - Town and Village of Fishkill	Miccio*		2
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		3
District 20 - Town of Red Hook	Strawinski*	1	
District 14 - Town of Wappinger	Amparo*	2	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		4
District 6 - Town of Poughkeepsie	Flesland (C)		5
District 10 - City of Poughkeepsie	Jeter-Jackson	3	
District 11 - Towns of Rhinebeck and Clinton	Tyner	4	
District 12 - Town of East Fishkill	Metzger		6
District 15 - Town of Wappinger	Incoronato		7
District 22 - Towns of Beekman and Union Vale	Coviello		8

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : 4 **Yes** 8 **No**

Abstentions: 0

40

JT/ms

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
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District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ _____
Yes **No**

Abstentions: _____

41

JT

Failed due to lack of a second

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
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District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

42

JT

Failed due to lack of a second

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
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District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

43

JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
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District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 22
Absent: 6
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

44

pg 419

JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
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District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

45

JT

Failed due to lack of a second

te: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
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District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

46

JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12
Absent: 0
Vacant: 0

Motion: ✓

Total : _____ Yes _____ No

Abstentions: _____

47

JT

Failed due to lack of a second

Date: November 30, 2016

Resolution: 2016303

Budget, Finance, and Personnel Committee Roll Call

District	*Name*	*Yes*	*No*
District 3 - Town of LaGrange	Borchert *	1	
District 17 - Town and Village of Fishkill	Miccio*	2	
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District 6 - Town of Poughkeepsie	Flesland (C)	7	
District 10 - City of Poughkeepsie	Jeter-Jackson	8	
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Metzger	9	
District 15 - Town of Wappinger	Incoronato	10	
District 22 - Towns of Beekman and Union Vale	Coviello	11	

Present: 12 **Resolution:** ___ **Total :** 11 (Yes) 1 (No)

Absent: 0 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

2016303 ADOPTION OF THE TENTATIVE BUDGET FOR DUTCHESS COUNTY FOR THE YEAR 2017 SUBJECT TO AMENDMENTS HEREIN CONTAINED

Date: November 30, 2016

Morris, Carolyn

From: Joel Tyner [joeltyner@earthlink.net]
Sent: Tuesday, November 29, 2016 5:20 PM
To: Morris, Carolyn; Wager, Leigh; Stiebritz, Sarah
Subject: Carolyn/Leigh/Sarah-- my proposed budget amendments-- revenue-neutral shift of a bit more than 12 million...Joel

Seven proposed cuts in appropriations through innovation, creating a little over $12 million to be shifted elsewhere in the county budget:

1 1. Eliminate approximately $5.5 million in overtime at the jail-- with cutting-edge programs to lower jail population.
(page 430, Jail, A.3150, 1050, Overtime, from $5,545,016 to zero)
http://www.safetyandjusticechallengei.org/wp-content/uploads/2015/01/incarcerations-front-door-report.pdf

2 2. Cut $3 million from our youth being institutionalized-- by making sure less at-risk youth have to be taken away from their families and home school districts.
(p. 690, DCFS, A.6119, line 4449, CSE-Placements Room and Board, from $10.1 million to $8.6 million.....and on same page-- line 4471, Institutional Care Placement, from $18,600,000 to $17,100,000)

3 3. Cut $2.5 million from Medicaid spending-- by effectively pressuring large employers locally to pay their workers more of a living wage, thereby eliminating corporate welfare paid by all of us to subsidize poverty wages of their employees.
(page 680, DCFS, A.6100, line 4458 Medicaid Services, from $41,308,917 to $38,808,917)
http://ssw.uconn.edu/2015/05/13/ssw-faculty-member-louise-simmons-co-authors-a-new-study-low-wage-employer-fee-to-boost-connecticuts-jobs-revenue-and-gdp/

4 4. Cut $250,000 from spending on energy for county buildings-- possible through Community Choice Aggregation here in Dutchess as already in Westchester and no-money-down power purchase agreement for solar/geothermal on many more county properties than now currently-- as has already been done for years in Schenectady County.
(page 252, DPW-Buildings, A.1620, line 4220, Electric-Light & Power, from $636,521 to $386,521) http://www.westchesterpower.org http://parkschenectady.com/schenectady-county-sees-summer-savings-through-solar-panel-project/

5 5. Eliminate $250,000 in county LDC spent on trying to lure corporations here to Dutchess County-- use that money instead for new-economy initiatives (listed below) (page 752, Planning, A.8020, 4400.4483, Dutchess LDC, from $451,500 to $201,500)

6 6. Cut $500,000 from county Tourism budget (was $600,000 just two years ago-- spend on new-economy initiatives instead listed below) (page 752, Planning, A.8020, 4400.4422, Tourism, from $1,284,000 to $784,000)

7 7. Eliminate newly proposed Executive Aide position, saving $41,249-- page 809, County Executive A.1230.

- - - - - - - - - - - - - - - - - - -

Here's what I propose to shift that $12 million in spending to:

(note-- list here below is far from complete-- and obviously #4 needs to be fleshed out more fully)

8. ~~1~~. $8 million in direct relief to local cash-strapped municipalities in county sales tax revenue owed them since unfair change in formula in 2012 (p. 292, Distribution of Sales Tax, A.1985, line 4442.5899 Municipalities Sales Tax Share, from $28,175,000 to $36,175,000)

~~2~~. Restore five-day week to county Office for the Aging Senior Friendship Centers (approximately $250,000-- Budget Office provided that info in their response to questions).

9 ~~3~~. Expand county Domestic Abuse Response Team to cover all of Dutchess County-- not just Poughkeepsie, Beacon, and Hyde Park (approximately $500,000 for Family Services and DA-- info is in Citizens Advisory Committee from last year; Lethality Assessment Program was added last December but not the rest of it).

10 ~~4~~. Restore county Office of Consumer Affairs, able to license electricians, plumbers, and home improvement contractors. - See Budget Amendment Form ($200,000)

11 ~~5~~. Add a million dollars in funding for summer jobs for at-risk youth. (p.688, DCFS Family Assistance, A.6109, 4400.4456, Workforce Investment Board, from $377,063 to $1,377,063)

12 ~~6~~. Add $500,000 to Hudson River Housing's overnight shelter and housing-first programs to ensure no homeless turned away from shelter in 2017. (p. 523, DBCH Contracted Services, A.4320.42, 4400.4425, HRH, from $432,902 to 932,902)

13 ~~7~~. Add $1000 to County Legislature Clerk budget to facilitate four annual Student Government Leadership Conferences each year with elementary, middle, high school, and college students from across Dutchess County. (p. 175, Clerk of the Legislature, A.1040, 4628.79, Interdept Exp Printing)

14 ~~8~~. Add funding to Comptroller's department for new county-level Project Sunlight initiative similar to NYS Attorney General-- ensure transparency in county spending-- last ten years' worth of county vendor lists/contracts added to webpage with help of OCIS-- cross referenced with pay-to-play campaign donations to those in county government, working in conjunction with DCC students, county Board of Ethics, professors, and OCIS. (p. 98, Comptroller A.1315, 4628.90 Interdept. Exp. OCIS from zero to $1000)

15 ~~9~~. Add funding to OCIS for new OpenDutchess.org initiative modeled after Open Raleigh-- separate Wikipedia page for all departments of county government launched by OCIS but editable by anyone-- a living document. (p. 110, OCIS CS-Admin, A.1610.01, 1040 ST Overtime, from $1000 to $2000)

16 ~~10~~. Add $1000 to Finance Commissioner budget to help facilitate Citizen Advisory Committee on Dutchess County Bank Accounts

17 ~~11~~. Hand-count elections at DCBOE with $100,000 extra to hire staff to do this-- page 85, Board of Elections, A.1450, line 1035, Temp Help Elections, from $375,000 to $475,000.

18 ~~12~~. Monthly reports archived online from County Clerk's office on which financial institutions have been foreclosing on which homes/properties in Dutchess County. (p. 139, County Clerk. Administration, A.1410.01, line 4628.99 Interdept OCIS, from zero to $5000)

19 ~~13~~. Initiate new line in budget for $100,000 for Planned Parenthood (given promises of many to end federal funding for it). (p. 511, DBCH, Contract Agencies, A.4230, 4400.4499, Planned Parenthood of Mid-Hudson Valley, from zero to $100,000)

Morris, Carolyn

From: Joel Tyner [joeltyner@earthlink.net]
`ent: Wednesday, November 30, 2016 8:27 AM
.o: Morris, Carolyn; Wager, Leigh; Stiebritz, Sarah
Subject: Carolyn/Leigh/Sarah-- better version-- more proposed county budget amendments...Joel

>
22. > Cost-saver #8:
> Cut $700,000 from DCFS Juvenile Detention (by exponentially ramping up summer jobs for at-risk youth).
> (page 457, A.3145, 4452 and 4430.64, Juv Detention and Interdept.
> Cont. Sheriff Transport, from $1.3 million to $650,000-- and for other
> line, from $132,000 to $82,000)
> ----------
>
> Other budget adds:
>
23. > ~~14~~. $3000 more for County Finance Commissioner on Professional
> Services Consultants line to work with Public Banking Institute on
> feasibility study re: launching publicly owned bank for our region
> similar to Philadelphia, Santa Fe, and North Dakota to slash lending
> costs and interest rates for local businesses, municipalities, and
> students (page 188, A.1310, 4401.105, from $3000 to $6000)
>
24. > 15. $1000 more for County Attorney to address need for change to county charter to make it ·o that Dutchess County Executives can no longer fire at will commissioners (heads of county epartments) "serving at the pleasure of the County Executive"-- instead all terminations of county department heads would also have to be approved by public vote through our County Legislature-- not just the County Exec alone.
> (page 211, A.1420, 4628.78, Interdept. Exp. Copier Program from $2762
> to $3762)
>
25. > 16. $1000 more for County Attorney to sue President Trump if he follows through on his promise to initiate a Muslim registry (NYC's De Blasio has already promised this if that happens).
> (page 211, A.1420, line 4631, Training Seminars/Conf, from $1200 to
> $2200)
>
26. > 17. $5000 more for county Human Rights Commission (thru Human
> Resources) for several reasons-- for comprehensive public education
> campaign to send unapologetically strong message with posters and
> public service announcements on radio/TV (and press releases)
> throughout county in solidarity with Muslims, immigrants, LGBTQ,
> people of all colors-- ZERO tolerance for discrimination in our
> schools and in our workplaces.....and to also actually identify real
> discrimination here locally (which businesses guilty?)-- and propose
> real solutions to our County Legislature to deal with that
> discrimination (not merely endless civil dialogue and cups of coffee--
> action-- not mere lip service) (page 224, A.1430, 4628.79, Interdept.
> Exp. Printing from $1000 to $6000)

27. 18. $5000 for District Attorney to join PAARI (Police Assisted
> Addiction and Recovery Initiative) to ensure treatment not
> incarceration for local drug addicts (as in Chatham, Woodstock,

> Montgomery (Orange County), Cooperstown, Erie County, Broome County,
> Jefferson County, Cattaraugus County, and 140 other police departments
> across the U.S.) (page 332, A.1165.06, 4631 Training/Seminars, from
> $4600 to $9600)
>
28 > ~~19~~. $1000 for Emergency Response to prepare for and host three separate public forums in 2017-- re: ambulance service, frack barge threat on river, and Indian Point.
> (page 358, A.3020, 4628.79, Interdept. Exp Printing, from $25 to
> $1025)
>
29 > ~~20~~. $100,000 for Dutchess Community College to launch a new Center for
> the Study of Happiness, Mindfulness, and the New Economy, work in
> conjunction with Comptroller on new Project Sunlight initiative, offer
> new Poughkeepsie 101, Dutchess 101, Albany 101, and Congress 101
> course offerings to involve students in watching all levels of
> government, and beef up course offerings for green energy training
> careers (solar/all) (page 305, A.2495, 4616, from $13,537,898 to
> $13,637,898)
>
30 > ~~21~~. $2 million more for Probation and Community Corrections-- specifically for doubling funding for Project MORE (from 38 beds to 76 beds) and Community Transition Center for day reporting (would greatly reduce jail population).
> (page 380, A.3140, 4400.4448, from $2,041,605 to $4,041,605)
>
31 > ~~22~~. $10,000 for Probation and Community Corrections to issue RFP for nonprofit to launch revolving bail loan fund for some accused of nonviolent misdemeanors (as in Tompkins County with bipartisan support from County Legislature and United Way there and in NYC as well; Public Defender Tom Angell has repeatedly indicated interest in helping to initiate this here in Dutchess County).
> (page 380, A.3140, 4400.4999, from zero to $10,000)
>
32 > ~~23~~. $30,000 for Probation and Community Corrections to issue RFP for local nonprofit to launch program for just-released former county jail inmates and homeless to renovate abandoned properties locally, inhabit them, and/or put them back on the market/tax rolls, using lumber and other materials donated by local lumber and hardware stores.
> (page 380, A.3140, 4400.4498, from zero to $30,000)
>
33 > ~~24~~. $50,000 for body cameras on various County Sheriff deputies (worn on different personnel weekly).
> (p. 418, A.3110.25, line 4190, Uniforms, Badges, and Access, from
> $105,000 to $155,000)
>
34 > ~~25~~. $70,000 more for Criminal Justice Council earmarked for Vera Institute to evaluate and reform six decision points in our county's criminal justice system, saving tax dollars on incarceration.
> (page 464, A.3010, 4401.105, Professional Services Consultants from
> $70,000 to $140,000)
>
35 > ~~26~~. Expand DBCH Environmental Health division work/mission to reflect goal of making Dutchess healthiest county in the U.S.-- by pro-actively protecting public health with the Precautionary Principle to ban toxic toys, enforce county laws for pesticide notification and well-testing for VOCs when properties change hands (all three laws enacted by GOP County Execs in Rockland and Westchester counties), and promote health nontoxic alternatives to chemical household products.
> (page 493, A.4010.29, 4628.79, Interdept. Exp. Printing from $1200 to
> $21,000)
>

36 > 27. Double down on treatment instead of incarceration for heroin addicts by doubling county funding for Lexington Center for Recovery.
> (page 511, DBCH. Contract Narc Addiction, A.4230, 4400.4436, Contract
> Agencies Lexington Center, from $84,063 to $168,126)
>
37 > 28. THRIVE Dutchess program (similar to THRIVENYC): new volunteer
> mental health corps to do first aid and Dutchess County Mental Health
> Council (comprised of hospitals, insurers, clergy, community-based
> organizations, and advocates) (page 518, DBCH, A.4310, 4628.79,
> Interdept. Exp Printing, from $1600 to $6600)
> http://time.com/4352592/nyc-mental-health-treatment/
>
38 > 29. Double added funding proposed for home care for seniors (instead
> of just adding $100,000, add $200,000) (page 647, Office for the
> Aging, A.6772.50, line 4424, from $690,000 to $790,000)
>
39 > 30. Increase by 33 percent number of drug/alcohol counselors in our
> county jail (add one more to make total 4) (page 670, DCFS, A.6010,
> 4430.61, Interdept. Cont. Drug & Alcohol, from $286,530 to $360,000)
>
40 > 31. Increase eligibility of working mothers for day care by adding
> $500,000
(page 675, DCFS Day Care, A.6055, 4451, from $6,958,353 to $7,458,353)
>
20 > 32. Restore Youth Bureau Project Return (eliminated in 2010)
>
41 > 33. Dutchess Stadium farm to table program from local farmers
(page 739, A.7110.66 DPW Parks. DC Stadium, 4401, Professional Services, from zero to $5000)

> 34. New Economy Initiatives to implement innovative economic
> development strategies with assistance of Democracy Collaborative
42 > (LOIS, worker-owned cooperatives,
(page 752, Planning/Development, A.8020, 4401.105, Professional Services Consultants, from
$514,000 to $614,000)
>
43 > 35. zero waste expert contracted thru county Solid Waste Commissioner
> (e.g., Institute for Local Self-Reliance)
$10,000 (page 757$
>
> 36. DCWWA chromium-6 assessment/report (several public water supplies
> here in Dutchess found recently to contain dangerous levels of "Erin
> Brockovich" chemical)
>
> 37. food forests and bee hotels
>
> 38. SPCA
>
>
>
> Sent from my iPhone
>
>
> Sent from my iPhone
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>
> Sent from my iPhone
>

21. Restore Friendship Center - 5 days

G/L Line	Account Name	Amount of Increase
A.6772.50.1010.1030	Positions- Temporary Help	$153,000
A.6772.50.4401.106	Professional Services Program	$86,000
A.6772.50.4628.80	Interdept Exp Auto Center	$7,800
A.6772.50.4425	Recreation Special Events	$700
A.6772.50.4571.63	Rental/Lease – Real Property Long Term	$5,800
	Total	$253,300

Question: ***Do we know if The Living Room plans on opening additional weekend hours or holidays with the additional money we are giving them?***

Response:
The increase included in the 2017 Budget for MHA is only for COLAs. The Living Room operates extended hours in the winter months from October through March. However, from March to October they close at 2 PM on Saturday and Sunday leaving a gap from 2 PM to 7 PM in which people may have no place to go. The cost to bridge that 5-hour gap in the spring / summer would be approximately $12,500.

Question: ***Page 469, How many adolescent inpatient psychiatric beds may be relocated to Dutchess County?***

Response:
The Department of Behavioral and Community Health is actively working with the State to re-assign ten adolescent inpatient psychiatric beds to Mid-Hudson Regional Hospital.

Question: ***What are the lines that include budgeted appropriations for increasing bus service into the City of Poughkeepsie?***

Response:

Expenses	
4102	20,000
4130	63,940
4570.63	1,872
4612.101	2,500
4401.106	195,845
4755	129,566
Total	413,723
Revenues	
17500	100,100
35890.05	117,645
45890.11	195,978
Total	413,723

cc: All Legislators
Carolyn Morris, Clerk of the Legislature

Morris, Carolyn

From: Joel Tyner [joeltyner@earthlink.net]
Sent: Wednesday, November 30, 2016 9:58 AM
To: Morris, Carolyn
Subject: Carolyn-- I propose to cut Medicaid by $4 million not $2.5 million....

$14,241,249 total cuts

$14,184,533 total adds

(so cut in property tax levy)

(Dutchess County needs to crack down on corporate welfare deadbeats as California has: http://blogs.wsj.com/economics/2015/04/13/get-a-job-most-welfare-recipients-already-have-one/)

Joel

Sent from my iPhone

#29

Morris, Carolyn

From: Anderson, William F. [william.anderson@sunydutchess.edu]
ent: Wednesday, November 30, 2016 5:37 PM
fo: Morris, Carolyn
Cc: Gambino, Dr. Ellen; Edington, Dr. Pamela
Subject: RE: BUDGET COMMITTEE ADOPTION

Carolyn,

We are sorry but due to the shortness of the request the College is unable to provide a representative to address the listed amendment. The College was unaware of this amendment until your email today. The College is always willing to work with the legislature on new initiatives. That being said the amendment below has several significant barriers.

First, this would involve establishing courses that have to align with either an existing degree programs or would require the development of a new degree program. Second, per SUNY requirements all degree programs are limited to 64 credits and currently all existing programs have identified the coursework needed to complete a degree. Third, the development of a new degree program requires approval through an on-campus faculty lead process, the Board of Trustees and the New York State Department of Education.

This is a quick response given the short time frame. Please don't hesitate to contact me if you need additional information. The College will be represented at next week's legislative meetings.

Bill

Dr. William F. Anderson
ce President of Administration
Dutchess Community College
207B Bowne Hall
(845) 431-8961

From: Crawford, Cristina
Sent: Wednesday, November 30, 2016 3:45 PM
To: Anderson, William F.
Subject: FW: BUDGET COMMITTEE ADOPTION

From: Morris, Carolyn [mailto:cmorris@dutchessny.gov]
Sent: Wednesday, November 30, 2016 3:44 PM
To: Crawford, Cristina <crawford@sunydutchess.edu>
Cc: Flesland, Angela <aflesland@dutchessny.gov>
Subject: BUDGET COMMITTEE ADOPTION

Good afternoon Cristina:

egislator Tyner is proposing the amendment below concerning DCC. It would be appreciated if someone could attend e Budget, Finance, & Personnel Committee meeting tonight in the Legislative Chambers at 7pm. Thank you.

If you have any questions please do not hesitate to contact me.

20. $100,000 for Dutchess Community College to launch a new Center for
> the Study of Happiness, Mindfulness, and the New Economy, work in
conjunction with Comptroller on new Project Sunlight initiative, offer
> new Poughkeepsie 101, Dutchess 101, Albany 101, and Congress 101
> course offerings to involve students in watching all levels of
> government, and beef up course offerings for green energy training
> careers (solar/all) (page 305, A.2495, 4616, from $13,537,898 to
> $13,637,898)

Carolyn Morris

Clerk

Dutchess County Legislature

845.486.2100

Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From Recommend	To Amendment	Impact Difference
419	Sheriff	A.3110.25	4400.4663	for SPCA Animal Control officer to hold public forum re: recent allegations of 72 euthanized animals to terminated staff	$61,725	$62,725	$1000

Notes:
(If any)

Budget Amendment Form

From Legislator: TUNER

Page #	Department	Dept. Code	Approp Line	Line Description	From Recommend	To Amendment	Impact Difference
752	Planning & Development	A.8020	4413	Competitive Grant Agency Partner Program	$900,000	$2,200,000	$1,300,000

Notes:

(If any)

Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From Recommend	To Amendment	Impact Difference
764	DCWWA	A 0790	4401. 105	chromium-6 report	$105,000	$106,000	$1000

Notes:
(If any)

Budget Amendment Form

From Legislator: TYNER

Page #	Department	Dept. Code	Approp Line	Line Description	From Recommend	To Amendment	Impact Difference
752	Planning Development	A.8020	4414	ADD funds for food forests / bee hotels	$1,000,000	$1,000,050	$50,000

Notes:
(If any)

new matching grant program for municipalities w/ DCDPW collaboration

*	PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2017 BUDGET	B&F 11-30-16 AMENDED TOTAL	B&F 11-30-16 DIFFERENCE	COMMENTS / INTENT
		2017- Proposed and Failed Amendments to Budget Appropriations							**466,514,625**
		APPROPRIATIONS AMENDMENTS:				FROM	TO	IMPACT	
		Budget Office Amendments:							
								0	
								0	
		Total Budget Office Amendments:						**0**	
		Legislative Amendments:							
(1)	430	Jail	A.3150	1050	Overtime	5,545,016	0	(5,545,016)	J. Tyner/M. Strawinski
(2)	690	DCFS	A.6119	4449	CSE-Placements Room and Bd	10,100,000	8,600,000	(1,500,000)	J. Tyner/F. Amparo
(2)	690	DCFS	A.6119	4471	Institutional Care Placement	18,600,000	17,100,000	(1,500,000)	J. Tyner/Failed due to lack of a second
(3)	680	DCFS	A.6100	4458	Medicaid Services	41,308,917	36,308,917	(5,000,000)	J. Tyner/Failed due to lack of a second
(4)	252	DPW-Buildings	A.1620	4220	Electric-Light & Power	636,521	386,521	(250,000)	J. Tyner/M Strawinski
~~(5)~~	~~752~~	~~Planning~~	~~A.8020~~	~~4400.4483~~	~~Contract Agencies Local Development~~	~~0~~	~~0~~	~~0~~	~~Decided not to make amendment to reduce by $250,000~~
(6)	752	Planning	A.8020	4400.4422	Contract Agencies Tourism	1,284,500	784,500	(500,000)	J. Tyner/Failed due to lack of a second
~~(7)~~	~~809~~	~~County Executive~~	~~A.1230~~	~~3561~~	~~Executive Aide Grade CD~~	41,249	0	(41,249)	J. Tyner/Withdrew amendment
(8)	292	Distribution of Sales Tax	A.1985	4442.5899	Municipalities Municipalities Sales Tax	28,175,000	36,175,000	8,000,000	J. Tyner - Deemed out of order
(9)	677	DCFS - Services for Recipient	A.6070	4400.4559	Contract Agencies - Family Services	490,097	690,097	200,000	**NEW PROGRAM - J. Tyner/M. Stawinski**
(10)	559	DBCH-Weights & Measures	A.6610	1010	Restore Department	223,652	293,652	70,000	**NEW PROGRAM- J. Tyner/Failed due to lack of a second**
(11)	688	DCFS-Family Assistance	A.6109	4400.4456	Contract Agencies WIB	377,063	1,377,063	1,000,000	J. Tyner/Failed due to lack of a second
(12)	523	DBCH.Contract Services	A.4320.42	4400.4425	Contract Agencies Hudson River Hous	432,902	932,902	500,000	J. Tyner/Failed due to lack of a second
(13)	175	Clerk of the Legislature	A.1040	4628.79	Interdept Exp Printing	1,000	2,000	1,000	J. Tyner/Failed due to lack of a second
(14)	98	Comptroller	A.1315	4628.90	Interdept Exp OCIS	0	1,000	1,000	J. Tyner/Failed due to lack of a second
(15)	110	OCIS-CS Admin	A.1610.01	1040	ST Overtime	1,000	2,000	1,000	J. Tyner/Failed due to lack of a second
(16)	187	Finance	A.1310		Bank Accounts	0	1,000	1,000	**NEW PROGRAM - J. Tyner/F. Amparo**
(17)	85	Board of Elections	A.1450	1035	Temp Help Elections	375,000	475,000	100,000	J. Tyner/Failed due to lack of a second
(18)	139	County Clerk.Administration	A.1410.01	4628.99	Interdept Exp OCIS	0	5,000	5,000	J. Tyner/M. Strawinski
(19)	511	DBCH.Contract Narc Addictic	A.4230	4400.4499	Planned Parenthood of Mid-Hudson V	0	100,000	100,000	**NEW PROGRAM - J.Tyner/Failed due to lack of a second**
(20)	711	DCFS - Youth Services Unit	A7310.55	1010	Positions	153,832	303,832	150,000	**NEW PROGRAM - J. Tyner/M. Stawinski**
(21)	644	Office for the Aging	A.6772.50	1010.1030	Positions-Temporary Help	0	153,000	153,000	**Restore Friendship Center - 5 Days - NEW PROGRAM - J. Tyner/M. Strawinski**
(21)	644	Office for the Aging	A.6772.50	4401.106	Professional Services Program	0	86,000	86,000	**NEW PROGRAM J. Tyner/M. Strawinski**
(21)	644	Office for the Aging	A.6772.50	4628.80	Interdept Exp Auto Center	0	7,800	7,800	**NEW PROGRAM J. Tyner/M. Strawinski**
(21)	644	Office for the Aging	A.6772.50	4425	Recreation Special Events	0	700	700	**NEW PROGRAM J. Tyner/M. Strawinski**
(21)	644	Office for the Aging	A.6772.50	4571.63	Rental/Lease-Real Prop Long Term	0	5,800	5,800	**NEW PROGRAM J. Tyner/M. Strawinski**
(22)	457	DCFS - Juvenile Detention	A.3145	4452	Juv Detention Home - Temp	1,300,000	650,000	(650,000)	J. Tyner/Failed due to lack of a second
(22)	457	DCFS - Juvenile Detention	A.3145	4430.64	Interdept Cont Sheriff Transport	132,000	82,000	(50,000)	J. Tyner/Failed due to lack of a second
(23)	188	Finance	A.1310	4401.105	Professional Services Consultants	3,000	6,000	3,000	J. Tyner/Failed due to lack of a second
(24)	211	County Attorney	A.1420	4628.78	Interdept Exp Copier Program	2,762	3,762	1,000	J. Tyner/Failed due to lack of a second
(25)	211	County Attorney	A.1420	4631	Training Seminars/Conf	1,200	2,200	1,000	J. Tyner/Failed due to lack of a second
(26)	224	Human Resources	A.1430	4628.79	Interdept Exp Printing	1,000	6,000	5,000	J. Tyner/M. Strawinski

*	PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2017 BUDGET	B&F 11-30-16 AMENDED TOTAL	B&F 11-30-16 DIFFERENCE	COMMENTS / INTENT
(27)	332	District Attorney	A.1165.06	4631	Training Seminars/Conf	4,600	9,600	5,000	J. Tyner/Failed due to lack of a second
(28)	358	Safety	A.3020	4628.79	Interdept Exp Printing	25	1,025	1,000	J. Tyner/M. Strawinski
(29)	305	Contrib to Comm College	A.2495	4616	Contrib to Comm College	13,537,898	13,637,898	100,000	J. Tyner/Famparo
(30)	380	Probation & Community Cor	A.3140	4400.4448	Contract Agencies Project MORE Inc.	2,041,605	4,041,605	2,000,000	J. Tyner/Failed due to lack of a second
(31)	380	Probation & Community Cor	A.3140	4400.4999	Revolving Bail Loan Fund	0	10,000	10,000	**NEW PROGRAM - J. Tyner/Failed due to lack of a second**
(32)	380	Probation & Community Cor	A.3140	4400.4498	RFP - Renovations of Abandoned Prop	0	30,000	30,000	**NEW PROGRAM - J. Tyner/Failed due to lack of a second**
(33)	418	Sheriff	A.3110.25	4190	Uniforms, Badges & Access	105,000	155,000	50,000	J. Tyner/Failed due to lack of a second
(34)	464	CJC Admin	A.3010	4401.105	Professional Services Consultants	70,000	140,000	70,000	J. Tyner/M. Strawinski
(35)	493	DBCH Environmental Health	A.4010.29	4628.79	Interdept Exp Printing	1,200	21,000	19,800	J. Tyner/F. Amparo
(36)	511	DBCH Contract Narc Addictic	A.4230	4400.4436	Contract Agencies Lexington Ctr	84,063	168,126	84,063	J. Tyner/Failed due to lack of a second
(37)	518	DBCH.Mental Hygiene Admi	A.4310	4628.79	Interdept Exp Printing	1,600	6,600	5,000	J. Tyner/Failed due to lack of a second
(38)	647	Programs for the Aging. Offi	A.6772.50	4424	Home Care	690,000	790,000	100,000	J. Tyner/M. Strawinski
(39)	670	DCFS - Admin	A.6010	4430.61	Interdept Cont Drug & Alcohol	286,530	360,000	73,470	J. Tyner/F. Amparo
(40)	675	DCFS - Day Care	A.6055	4451	Day Care	6,958,353	7,458,353	500,000	J. Tyner/M. Strawinski
(41)	739	DPW-Parks.DC Stadium	A.7110.66	4401	Professional Services	0	5,000	5,000	J. Tyner/Failed due to lack of a second
(42)	752	Plannning & Development	A.8020	4401.105	Professional Services Consultants	514,600	614,600	100,000	J. Tyner/Failed due to lack of a second
(43)	757	Planning & Development. Division of Solid Waste Mana			institute for Local Self-Reliance	0	10,000	10,000	**NEW PROGRAM- J. Tyner/Failed due to lack of a second**
(44)	419	Sheriff	A.3110.25	4400.4463	Contract Agencies - SPCA	61,725	62,725	1,000	J. Tyner/Failed due to lack of a second
(45)	752	Planning & Development	A.8020	4413	Competitive Grant Program	900,000	2,200,000	1,300,000	J. Tyner/Failed due to lack of a second
(46)	764	Division of Water Resources	A.8790	4401.105	Professional Services Consultants	105,000	106,000	1,000	J. Tyner/Failed due to lack of a second
(47)	752	Planning & Development	A.8020	4414	Shared Services Grant Program	1,000,000	1,050,000	50,000	J. Tyner/Failed due to lack of a second
								0	
		***First column signifies the order of the amendment and roll call sheet**						0	
								0	
								0	
								0	
								0	
								0	
		Total Legislative Amendments:						**(128,632)**	
		TOTAL CHANGE TO APPROPRIATIONS:						**(128,632)**	
		CUMMULATIVE CHANGE:						**466,385,993**	FINAL BALANCE APPROPRIATIONS

*	PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2017 BUDGET	B&F 11-30-16 AMENDED TOTAL	B&F 11-30-16 DIFFERENCE	COMMENTS / INTENT
	2017- Amendments to Budget Revenues								466,514,625
	REVENUE AMENDMENTS:					FROM	TO	IMPACT	
	Budget Office Amendments:								
								0	
								0	
	Total Budget Office Amendments:							**0**	
	Legislative Amendments:								
								0	
								0	
	Total Legislative Amendments:							**0**	
	TOTAL CHANGE TO REVENUES:							**0**	
	CUMMULATIVE CHANGE REVENUES:							**466,514,625**	FINAL BALANCE REVENUES
	NET PROPERTY TAX LEVY IMPACT:					**105,470,935**	**105,342,303**	**(128,632)**	NET PROPERTY TAX LEVY IMPACT

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 (Yes) 0 (No)

Absent: 0 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

MC/MS DBCH-STABILIZATION CENTER A.4320.74.1010.1030 POSITIONS – TEMP HELP +$25,000 – PT PEER COUNSELOR

2016303

Date: December 8, 2016

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
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Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

GP/DBOLNER DBCH-ENVIRONMENTAL HEALTH A.4010.29.4653 PUBLIC INFO AND SERVICES +$10,000 EDUCATION AND OUTREACH FOR WELL TESTING AND PESTICIDES

2016303

Date: December 8, 2016

Roll Call Sheets

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District 3 - Town of LaGrange	Borchert		
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Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ✓ Yes No

Vacant: 0 **Abstentions:** 0

DBOLNER /WT DBCH-NURSING A.4010.30.4653 PUBLIC INFO AND SERVICES +$5,000 TICK KITS EDUCATIONAL OUTREACH

2016303

Date: December 8, 2016

Roll Call Sheets

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Present: 25 **Resolution:** ___ **Total :** 25 0

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

JL-AF HUMAN RESOURCES A.1430.4653 PUBLIC INFO AND SERVICES +$5,000 HUMAN RIGHTS OUTRECH

2016303

Date: December 8, 2016

Roll Call Sheets

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Present: 25 **Resolution:** · **Total :** 25 0

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

WT/HB OFFICE FOR THE AGING A.6772.50.4401.106 PROFESSIONAL SERVICES PROGRAM +$100,000 ½ YEAR 5 DAY PER WEEK HOME DELIVERED SENIOR MEALS

2016303

Date: December 8, 2016

Roll Call Sheets

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Present: 25 **Resolution:** ___ **Total :** 25 0

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

JF/DBOLNER – EMERGENCY RESPONSE A.3410.4401.106 PROFESSIONAL SERVICES PROGRAM +$14,000 – INCREASE IN DEPUTY COORDINATORS STIPENDS FROM $2,000 TO $3,000

2016303

Date: December 8, 2016

Roll Call Sheets

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District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 25 **Resolution:** 1 **Total :** 25 0

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

JM/DS SALES TAX A.1331.11100 SALES & USE TAX +$210,250 INCREASE PROJECTED SALES TAX: YTD +2% 2016 AND 1% FOR 2017

Date: December 8, 2016
2016303

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

JM/MS DBCH ENVIRONMETNAL HEALTH A.4010.29.34010.01 PUBLIC HEALTH ARTICLE 6 +$3,600 REVENUE ASSOCIATED WITH ENVIRONMENTAL OUTREACH

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ✓ Yes No

Vacant: 0 **Abstentions:** 0

JM/DBOLNER DISTRIBUTION OF SALES TAX 1.1985.4442.5899 MUNICIPALITIES SALES TAX SHARE +$38,900 INCREASE RELATED TO INCREASE IN PROJECTED SALES TAX

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

AF/HB DCFS – FOSTER CARE A.6119.4400.4423 CONTRACT AGENCIES MH OF AMERICA +$25,000 LIVING ROOM FUNDING TO KEEP IT OPEN 7AM-7PM, 7 DAYS YEAR ROUND

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

DB/GP DBCH-NURSING A.4010.30 34010.01 PUBLIC HEALTH ARTICLE 6 +$1,800 REVENUE ASSOCIATED WITH TICK EDUCATION

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

DB/AF DCFS-SAFETY NET A.6140.36400 SAFETY NET +$7,250
2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

MH/JM DBCH WEIGHTS & MEASURES A.6610.4653 PUBLIC INFOR & SERVICES +$5,000 FOR EDUCATION

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 (Yes) 0 (No)

Absent: 0 **Motion:** ____

Vacant: 0 **Abstentions:** 0

JM/MH DBCH WEIGHTS & MEASURES A.6610.19620 INCREASE BY +5,000

2016303

Date: November 30, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

1- JT/GP ET5680 – 17500.08 City of Poughkeepsie $383,342 to $9,250
(See attached sheet Numbered 1)

AMENDMENT WITHDRAWN

2016303

Date: December 8, 2016

Budget Amendment Form

From Legislator: Tyner

Page #	Department	Dept. Code	Approp Line	Line Description	From Recommend	To Amendment	Impact Difference
628	Public Transit	ET. 5680	17500.00	c/o fok. (revenue from bus lines in City of Poughkeepsie)	$383,342	$9,250	$374,092

Notes:
(If any)

1

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 1 (Yes) 24 (No)

Absent: 0 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

2- JT/FA A.8020 – 4400.4499 Contract Agencies – Democracy Collaborative

$0 - $50,000
(See attached sheet Numbered 2)

2016303

Date: December 8, 2016

Budget Amendment Form

From Legislator: Tyus

Page #	Department	Dept. Code	Approp Line	Line Description	From Recommend	To Amendment	Impact Difference
752	Planning Development	A.8020	4400. 4499	Contract Agencies Democracy Collaborative	0	$59000	$59000

Notes:

(If any)

2

JT / FA

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** ___ ___

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ___

FAILED DUE TO LACK OF A SECOND

3- JTA.7110 4628.79 Interdept, Exp. Printing

$1,000 - $1,500

(See attached sheet Numbered 3)

2016303

Date: December 8, 2016

Budget Amendment Form

From Legislator: Tyner

Page #	Department	Dept. Code	Approp Line	Line Description	From Recommend	To Amendment	Impact Difference
736	DPW-Parks	A.710	4628.79	Interdept. Exp. Printing	$1000	$1500	$500

Notes:
(If any)

3

JT /

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** ____ ____

Absent: 0 **Motion:** ____ **Yes** **No**

Vacant: 0 **Abstentions:** ____

FAILED DUE TO LACK OF A SECOND
4-PUBLIC TRANSIT ET.5680 – 4628.79 INTER DEPT EXP. PRINTING
$10,000 TO $10,500
(See attached sheet Numbered 4)

2016303

Date: December 8, 2016

Budget Amendment Form

From Legislator: Tyler

Page #	Department	Dept. Code	Approp Line	Line Description	From Recommend	To Amendment	Impact Difference
225	Public Transit	ET. 5680	4628. 79	Intradept Exp. Printing	$10,000	$10,500	$500

Notes:

If any)

JT

4

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

FAILED DUE TO LACK OF A SECOND

5-A.3010.4160 OFFICE SUPPLIED – FORUM LOCAL CRIMINAL JUSTICE SYSTEM

$250 - $1,250

(See attached sheet Numbered 5)

2016303

Date: December 8, 2016

Budget Amendment Form

From Legislator: Tyner

Page #	Department	Dept. Code	Approp Line	Line Description	From Recommend	To Amendment	Impact Difference
464	Criminal Justice Council	A.3010	4160	Office Supplies ~~forum on action in~~ local criminal justice system	$250	$1250	$1000

Notes:
(If any)

5

JT/

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 1 (Yes) 24 (No)

Absent: 0 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

TYNER/AMPARO

6-A.6070 – 4400.4425 Hudson River Housing – Housing First Program
$802,650 - $1,032,650
(See attached sheet Numbered 6)

2016303

Date: December 8, 2016

Budget Amendment Form

From Legislator: Tyner

Page #	Department	Dept. Code	Approp Line	Line Description	From Recommend	To Amendment	Impact Difference
677	DCFS — Services for Recipients	A.6070	4400. 4425	Hudson River Housing expand housing-first program	$802,650	$1,032,650	$230,000

Notes:

If any)

6 JT

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** ___ ___

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ___

JT FAILED DUE TO LACK OF A SECOND (# 1 ON ATTACHED SHEET) A.3150 JAIL OVERTIME REDUCED BY $5,454,016

Date: December 8, 2016
2016303

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

JT FAILED DUE TO LACK OF A SECOND (# 2 ON ATTACHED SHEET) DCFS A.6119.4471 INSTITUTIONAL CARE PLACEMENT REDUCED BY $1,500,000

Date: December 8, 2016
2016303

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** ___ ___

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ___

JT FAILED DUE TO LACK OF A SECOND (# 3 ON ATTACHED SHEET) DCFS A.6100.4458 MEDICAID SERVICES REDUCED BY $7,000,000

Date: December 8, 2016
2016303

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

JT FAILED DUE TO LACK OF A SECOND (# 4 ON ATTACHED SHEET) DPW-BUILDINGS a.1620.4220 ELECTRIC-LIGHT & POWER +100,000

Date: December 8, 2016
2016303

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** ____ ____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

JT FAILED DUE TO LACK OF A SECOND (# 6 ON ATTACHED SHEET)
A8020.4400.4422 CONTRACT AGENCIES TOURISM REDUCE BY $500,000

Date: December 8, 2016
2016303

Roll Call Sheets

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

Present: 25 **Resolution:** ____ **Total :** ____ ____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

JT FAILED DUE TO LACK OF A SECOND (# 8 ON ATTACHED SHEET)
DISTRIBUTION OF SALES TAX A1985 4442.5899 MUNICIPALITIES SALES TAX +$8,000,000

Date: December 8, 2016
2016303

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 1 (Yes) 24 (No)

Absent: 0 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

SEE NUMBER 9 ON ATTACHED SHEET – JT/MS
A.6070.4400.4559-CONTRACT AGENCIES – FAMILY SERVICES
$+200,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 4 21

Absent: 0 **Motion:** ✓ Yes No

Vacant: 0 **Abstentions:** 0

SEE NUMBER 10 ON ATTACHED SHEET – JT/FA
DBCH – WEIGHTS & MEASURES A.6610.1010 RESTORE DEPARTMENT
+$70,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

FAILED DUE TO LACK OF A SECOND

SEE NUMBER 11 ON ATTACHED SHEET
A.6109-4400.4456 CONTRACT AGENCY WIB
+1,000,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

FAILED DUE TO LACK OF A SECOND

SEE NUMBER 13 ON ATTACHED SHEET
A.1040.4628.799 INTERDEPT EXP PRINTING
+1,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ____ **Total :** ____ ____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

FAILED DUE TO LACK OF A SECOND
SEE NUMBER 14 ON ATTACHED SHEET
A.1315 4628.90 INTER DEPT EXP OCIS
+1,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

FAILED DUE TO LACK OF A SECOND
SEE NUMBER 15 ON ATTACHED SHEET
OCIS-CS ADMIN A.1610.01.1040 ST OVERTIME
+1,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 1 (Yes) 24 (No)

Absent: 0 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT/FA
SEE NUMBER 16 ON ATTACHED SHEET
FINANCE A.1310 BANK ACCOUNTS
+1,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

FAILED DUE TO LACK OF A SECOND
SEE NUMBER 17 ON ATTACHED SHEET
BOARD OF ELECTIONS A.1450.1035 TEMP HELP ELECTIONS
+100,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 1 24

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

JT/FA
SEE NUMBER 18 ON ATTACHED SHEET
COUNTY CLERK ADMINISTRATION A.1410.01 4628.99 INTER DEPT EXP OCIS +5,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** ____ ____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

JT-FAILED DUE TO LACK OF A SECOND
SEE NUMBER 19 ON ATTACHED SHEET
DBCH.CONTRACT NARC ADDICTION A.4320.4400.4499 PLANNED PARENTHOOD OF MID-HUDSON VALLEY
+100,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 1 24

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

JT-MS

SEE (5) NUMBER 21'S ON ATTACHED SHEET

OFFICE FOR THE AGING A.6772.50 1010.1030 POSITIONS +$153,000

4401.106 PROFESSIONAL SERVICES +$86,000

4628.80 Inter Dept Exp Auto Center + $7,800

4425 Recreation Special Events +$700

4571.63 Rental/Lease-Real Prop Long Term +5,800

2016303

Friendship Ctrs.

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

JT – FAILED DUE TO LACK OF A SECOND

SEE (2) NUMBER 22'S ON ATTACHED SHEET

DCFS JUVENILE DETENTION A.3145.4452 JUV DETENTION HOME TEMP REDUCE +650,000

4430.64 INTER DEPT CONT SHERIFF TRANSPORT REDUCE BY +50,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ——

JT – FAILED DUE TO LACK OF A SECOND

SEE NUMBER 23 ON ATTACHED SHEET

FINANCE A.1310 4401.105 PROFESSIONAL SERVICES CONSULTANTS +3,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** ___ ___

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ___

JT – FAILED DUE TO LACK OF A SECOND

SEE NUMBER 24 ON ATTACHED SHEET

COUNTY ATTORNEY A.1420 4628.78 INTERDEPT EXP COPIER PROGRAM +1,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** ___ ___

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ___

JT – FAILED DUE TO LACK OF A SECOND
SEE NUMBER 25 ON ATTACHED SHEET
COUNTY ATTORNEY A.1420 4631 TRANING SEMINARS/CONF+1,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

JT/FA – WITHDRAWN

SEE NUMBER 27 ON ATTACHED SHEET

DISTRICT ATTORNEY A.1165.06.4631 TRAINING SEMINARS/CONF +5,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 1 (Yes) 24 (No)

Absent: 6 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

JT/MS

SEE NUMBER 28 ON ATTACHED SHEET

SAFETY A.3020 4628.79 INTER DEPT EXP PRINTING +$1,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** ___ ___

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ___

JT-FAILED DUE TO LACK OF A SECOND
SEE NUMBER 30 ON ATTACHED SHEET
PROBATION & COMMUNITY CORR A.3140.4400.4448 +$2,000,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** ____ ____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

JT – FAILED FOR LACK OF A SECOND
SEE NUMBER 31 ON ATTACHED SHEET
PROBATION & COMMUNITY CORR A.3140 4400.4999 REVOLVING BAIL LOAN FUND +10,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 1 24
Absent: 0 **Motion:** ✓ Yes No
Vacant: 0 **Abstentions:** 0

JT/FA #32 ON ATTACHED SHEET – PROBATION AND COMMUNITY COR A.3140.4400.4498 RFP – RENOVATIONS OF ABANDONED PROP +$30,000

2016303

December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** _____ _____

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** ____

JT/FAILED DUE TO LACK OF A SECOND 33 ON ATTACHED SHEET SHERIFF A.3110.25.4190 UNIFORMS, BADGES & ACCESS +$50,000

Date: December 8, 2016
2016303

Roll Call Sheets

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

Present: 25 **Resolution:** ___ **Total :** 1 24

Absent: 0 **Motion:** ✓ **Yes** **No**

Vacant: 0 **Abstentions:** 0

JT-FA

SEE NUMBER 34 ON ATTACHED SHEET

CJC ADMIN A.3010 4401.105 PROFESSIONAL SERVICES CONSULTANTS + $70,000

2016303

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 18 (Yes) 7 (No)

Absent: 8 **Motion:** ✓

Vacant: 0 **Abstentions:** 0

Legislator Pulver motioned to "Call the Question" duly seconded by Legislator Miccio

2016303

Date: December 8, 2016

*	PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2017 BUDGET	B&F 11-30-16 AMENDED TOTAL	B&F 11-30-16 DIFFERENCE	COMMENTS / INTENT
	2017- Proposed and Failed Amendments to Budget Appropriations								**466,514,625**
	APPROPRIATIONS AMENDMENTS:					FROM	TO	IMPACT	
	Budget Office Amendments:								
								0	
								0	
	Total Budget Office Amendments:							0	
	Legislative Amendments:								
(1)	430	Jail	A.3150	1050	Overtime	5,545,016	0	(5,545,016)	J. Tyner/M. Strawinski
(2)	690	DCFS	A.6119	4449	CSE-Placements Room and Bd	10,100,000	8,600,000	(1,500,000)	J. Tyner/F. Amparo
(2)	690	DCFS	A.6119	4471	Institutional Care Placement	18,600,000	17,100,000	(1,500,000)	J. Tyner/Failed due to lack of a second
(3)	680	DCFS	A.6100	4458	Medicaid Services	41,308,917	36,308,917	(5,000,000)	J. Tyner/Failed due to lack of a second
(4)	252	DPW-Buildings	A.1620	4220	Electric-Light & Power	636,521	386,521	(250,000)	J. Tyner/M Strawinski
~~(5)~~	~~752~~	~~Planning~~	~~A.8020~~	~~4400.4483~~	~~Contract Agencies Local Development~~	~~0~~	~~0~~	~~0~~	~~Decided not to make amendment to reduce by $750,000~~
(6)	752	Planning	A.8020	4400.4422	Contract Agencies Tourism	1,284,500	784,500	(500,000)	J. Tyner/Failed due to lack of a second
(7)	809	County Executive	A.1230	3561	Executive Aide Grade CD	41,249	0	(41,249)	J. Tyner/Withdrew amendment
(8)	292	Distribution of Sales Tax	A.1985	4442.5899	Municipalities Municipalities Sales Tax	28,175,000	36,175,000	8,000,000	J. Tyner - Deemed out of order
(9)	677	DCFS - Services for Recipient	A.6070	4400.4559	Contract Agencies - Family Services	490,097	690,097	200,000	**NEW PROGRAM - J. Tyner/M. Stawinski**
(10)	559	DBCH-Weights & Measures	A.6610	1010	Restore Department	223,652	293,652	70,000	**NEW PROGRAM- J. Tyner/Failed due to lack of a second**
(11)	688	DCFS-Family Assistance	A.6109	4400.4456	Contract Agencies WIB	377,063	1,377,063	1,000,000	J. Tyner/Failed due to lack of a second
(12)	523	DBCH.Contract Services	A.4320.42	4400.4425	Contract Agencies Hudson River Hous	432,902	932,902	500,000	J. Tyner/Failed due to lack of a second
(13)	175	Clerk of the Legislature	A.1040	4628.79	Interdept Exp Printing	1,000	2,000	1,000	J. Tyner/Failed due to lack of a second
(14)	98	Comptroller	A.1315	4628.90	Interdept Exp OCIS	0	1,000	1,000	J. Tyner/Failed due to lack of a second
(15)	110	OCIS-CS Admin	A.1610.01	1040	ST Overtime	1,000	2,000	1,000	J. Tyner/Failed due to lack of a second
(16)	187	Finance	A.1310		Bank Accounts	0	1,000	1,000	**NEW PROGRAM - J. Tyner/F. Amparo**
(17)	85	Board of Elections	A.1450	1035	Temp Help Elections	375,000	475,000	100,000	J. Tyner/Failed due to lack of a second
(18)	139	County Clerk.Administration	A.1410.01	4628.99	Interdept Exp OCIS	0	5,000	5,000	J. Tyner/M. Strawinski
(19)	511	DBCH.Contract Narc Addictic	A.4230	4400.4499	Planned Parenthood of Mid-Hudson V	0	100,000	100,000	**NEW PROGRAM - J.Tyner/Failed due to lack of a second**
(20)	711	DCFS - Youth Services Unit	A7310.55	1010	Positions	153,832	303,832	150,000	**NEW PROGRAM - J. Tyner/M. Stawinski**
(21)	644	Office for the Aging	A.6772.50	1010.1030	Positions-Temporary Help	0	153,000	153,000	**Restore Friendship Center - 5 Days - NEW PROGRAM - J. Tyner/M. Strawinski**
(21)	644	Office for the Aging	A.6772.50	4401.106	Professional Services Program	0	86,000	86,000	**NEW PROGRAM J. Tyner/M. Strawinski**
(21)	644	Office for the Aging	A.6772.50	4628.80	Interdept Exp Auto Center	0	7,800	7,800	**NEW PROGRAM J. Tyner/M. Strawinski**
(21)	644	Office for the Aging	A.6772.50	4425	Recreation Special Events	0	700	700	**NEW PROGRAM J. Tyner/M. Strawinski**
(21)	644	Office for the Aging	A.6772.50	4571.63	Rental/Lease-Real Prop Long Term	0	5,800	5,800	**NEW PROGRAM J. Tyner/M. Strawinski**
(22)	457	DCFS - Juvenile Detention	A.3145	4452	Juv Detention Home - Temp	1,300,000	650,000	(650,000)	J. Tyner/Failed due to lack of a second
(22)	457	DCFS - Juvenile Detention	A.3145	4430.64	Interdept Cont Sheriff Transport	132,000	82,000	(50,000)	J. Tyner/Failed due to lack of a second
(23)	188	Finance	A.1310	4401.105	Professional Services Consultants	3,000	6,000	3,000	J. Tyner/Failed due to lack of a second
(24)	211	County Attorney	A.1420	4628.78	Interdept Exp Copier Program	2,762	3,762	1,000	J. Tyner/Failed due to lack of a second
(25)	211	County Attorney	A.1420	4631	Training Seminars/Conf	1,200	2,200	1,000	J. Tyner/Failed due to lack of a second
(26)	224	Human Resources	A.1430	4628.79	Interdept Exp Printing	1,000	6,000	5,000	J. Tyner/M. Strawinski

*	PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2017 BUDGET	B&F 11-30-16 AMENDED TOTAL	B&F 11-30-16 DIFFERENCE	COMMENTS / INTENT
(27)	332	District Attorney	A.1165.06	4631	Training Seminars/Conf	4,600	9,600	5,000	J. Tyner/Failed due to lack of a second
(28)	358	Safety	A.3020	4628.79	Interdept Exp Printing	25	1,025	1,000	J. Tyner/M. Strawinski
(29)	305	Contrib to Comm College	A.2495	4616	Contrib to Comm College	13,537,898	13,637,898	100,000	J. Tyner/Famparo
(30)	380	Probation & Community Cor	A.3140	4400.4448	Contract Agencies Project MORE Inc.	2,041,605	4,041,605	2,000,000	J. Tyner/Failed due to lack of a second
(31)	380	Probation & Community Cor	A.3140	4400.4999	Revolving Bail Loan Fund	0	10,000	10,000	NEW PROGRAM - J. Tyner/Failed due to lack of a second
(32)	380	Probation & Community Cor	A.3140	4400.4498	RFP - Renovations of Abandoned Prop	0	30,000	30,000	NEW PROGRAM - J. Tyner/Failed due to lack of a second
(33)	418	Sheriff	A.3110.25	4190	Uniforms, Badges & Access	105,000	155,000	50,000	J. Tyner/Failed due to lack of a second
(34)	464	CJC Admin	A.3010	4401.105	Professional Services Consultants	70,000	140,000	70,000	J. Tyner/M. Strawinski
(35)	493	DBCH Environmental Health	A.4010.29	4628.79	Interdept Exp Printing	1,200	21,000	19,800	J. Tyner/F. Amparo
(36)	511	DBCH Contract Narc Addictic	A.4230	4400.4436	Contract Agencies Lexington Ctr	84,063	168,126	84,063	J. Tyner/Failed due to lack of a second
(37)	518	DBCH.Mental Hygiene Admi	A.4310	4628.79	Interdept Exp Printing	1,600	6,600	5,000	J. Tyner/Failed due to lack of a second
(38)	647	Programs for the Aging. Offi	A.6772.50	4424	Home Care	690,000	790,000	100,000	J. Tyner/M. Strawinski
(39)	670	DCFS - Admin	A.6010	4430.61	Interdept Cont Drug & Alcohol	286,530	360,000	73,470	J. Tyner/F. Amparo
(40)	675	DCFS - Day Care	A.6055	4451	Day Care	6,958,353	7,458,353	500,000	J. Tyner/M. Strawinski
(41)	739	DPW-Parks.DC Stadium	A.7110.66	4401	Professional Services	0	5,000	5,000	J. Tyner/Failed due to lack of a second
(42)	752	Plannning & Development	A.8020	4401.105	Professional Services Consultants	514,600	614,600	100,000	J. Tyner/Failed due to lack of a second
(43)	757	Planning & Development. Division of Solid Waste Mana			Institute for Local Self-Reliance	0	10,000	10,000	NEW PROGRAM- J. Tyner/Failed due to lack of a second
(44)	419	Sheriff	A.3110.25	4400.4463	Contract Agencies - SPCA	61,725	62,725	1,000	J. Tyner/Failed due to lack of a second
(45)	752	Planning & Development	A.8020	4413	Competitive Grant Program	900,000	2,200,000	1,300,000	J. Tyner/Failed due to lack of a second
(46)	764	Division of Water Resources	A.8790	4401.105	Professional Services Consultants	105,000	106,000	1,000	J. Tyner/Failed due to lack of a second
(47)	752	Planning & Development	A.8020	4414	Shared Services Grant Program	1,000,000	1,050,000	50,000	J. Tyner/Failed due to lack of a second
								0	
		***First column signifies the order of the amendment and roll call sheet**						0	
								0	
								0	
								0	
								0	
								0	
		Total Legislative Amendments:						**(128,632)**	
		TOTAL CHANGE TO APPROPRIATIONS:						**(128,632)**	
		CUMMULATIVE CHANGE:						**466,385,993**	FINAL BALANCE APPROPRIATIONS

*	PAGE #	DEPARTMENT	DEPT CODE	APPROP LINE	LINE DESCRIPTION	2017 BUDGET	B&F 11-30-16 AMENDED TOTAL	B&F 11-30-16 DIFFERENCE	COMMENTS / INTENT
		2017- Amendments to Budget Revenues							466,514,625
		REVENUE AMENDMENTS:				FROM	TO	IMPACT	
		Budget Office Amendments:							
								0	
								0	
		Total Budget Office Amendments:						**0**	
		Legislative Amendments:							
								0	
								0	
		Total Legislative Amendments:						**0**	
		TOTAL CHANGE TO REVENUES:						**0**	
		CUMMULATIVE CHANGE REVENUES:						**466,514,625**	FINAL BALANCE REVENUES
		NET PROPERTY TAX LEVY IMPACT:				**105,470,935**	**105,342,303**	**(128,632)**	NET PROPERTY TAX LEVY IMPACT

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 24 1

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016303 ADOPTION OF THE TENTATIVE BUDGET FOR DUTCHESS COUNTY FOR THE YEAR 2017 SUBJECT TO AMENDMENTS HEREIN CONTAINED

Date: December 8, 2016

Budget, Finance, & Personnel

RESOLUTION NO. 2016304

RE: APPOINTMENT TO THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE

Legislators BORCHERT, MICCIO, BOLNER, and FLESLAND offer the following and move its adoption:

WHEREAS, there exists a vacancy on the Board of Trustees of Dutchess Community College by reason of the resignation of Denise Doring Van Buren on November 10, 2016, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby appoint Timmian C. Massie as a member of the Board of Trustees of Dutchess Community College effective immediately, to fill the unexpired term of Denise Doring Van Buren.

Appointment	Term Expires
Timmian C. Massie 12 Tamidan Road Poughkeepsie, NY 12601-5239	6/30/21

APPROVED
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 12/13/2016

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Timmian C. Massie
12 Tamidan Road
Poughkeepsie, NY 12601-5239
H: (845) 485-6941; C: (845) 797-6924; O: (845) 475-9569

Employment History

3/14-Present

Senior VP, Marketing, Pnblic Affairs & Government Relations
Health Quest Systems, Inc.
LaGrangeville, NY
Identified talent and created a team of public and community relations professionals producing positive media coverage through paid, earned and social media, enhancing the reputation of the Hudson Valley's foremost integrated family of hospitals and healthcare providers. Developing community partnerships to promote health and well-being, leveraging the expertise of doctors, nurses, dietitians and other Health Quest professionals. Supporting corporate social responsibility efforts through financial sponsorships and employee engagement. Providing executive leadership for all marketing functions across the Health Quest system, including advertising, branding and online platforms. Supervising the development and fundraising efforts to support the three leading Hudson Valley hospitals that make up the nonprofit Health Quest system. Representing the system's patient-centered interests among government officials at the local, state and national levels.

1/12-3/14

Director, Corporate Giving
Actavis plc
Parsippany, NJ
Inaugurated company's Global Corporate Giving Program. Promoted corporate support of local charitable organizations, and employee engagement and volunteerism in communities. Tripled employees' contributions and increased employee involvement in Actavis' national March of Dimes campaign by 50 percent. Featured presenter on how to conduct a successful employee fundraising campaign at March of Dimes Volunteer Leadership Conference in Orlando, FL. Established corporate responsibility relationships with UK-based International Health Partners, New York-based Partnership at Drugfree.org, the Partnership for a Drugfree New Jersey, Prevention First, NJ, and the South Florida Region American Red Cross. Created programs and partnerships that made company a national leader in medicine abuse education and prevention. Raised profile of company sites to gain influence in business and government and have Actavis seen as a leading contributor to community success and a desirable place to work.

11/94-2/02
8/02-1/12

Chief Public Affairs Officer
Marist College
Poughkeepsie, NY
Credited with raising Marist's national profile and reputation through successful campaigns integrating media exposure, awards programs, community leadership and close relationships with business and government leaders. Known as "voice of calm" during crises. Nationally recognized leader in social media applications in PR. Scored thousands of significant media placements including national and NYC media. Created more than three dozen nationally-recognized faculty experts. Raised national profile of college president. Developed exclusive opportunities for Marist's president, students and major donors. Secured national figures as speakers and award recipients. Sponsor of Betty Shabazz Delta Academy for young African-American women studying math, science and technology. Highly-rated adjunct professor in communication and religious studies. Mentor to hundreds of professionals. Served on many search committees and as a reaccreditation sub-committee chair. Senior advisor to president.

3/02-7/02

Vice President, University Relations
Pace University
New York, NY
Directed efforts of 26-member university public relations, integrated marketing and governmental affairs departments. In wake of 9/11, placed Pace in a leadership position in the development of Lower Manhattan through sponsorship of the Downtown River-to-River Festival and positioned the university's new Center for Downtown New York. Hosted public hearing on rebuilding issues, networked with FEMA to obtain federal grants for Pace, and expanded outreach to various downtown agencies and corporations. Corrected salary and responsibility inequities. Wrote reorganization plan for division. Mentored media relations employees and expanded Pace news coverage.

8/93-10/94

Director of Communications
Bryant College (now Bryant University)
Smithfield, RI
Repaired college's reputation with news media following an athletics scandal. Raised visibility for Bryant regionally and nationally. Placed many faculty in national media. Appeared on NBC's *Today*. Conceived idea and directed issuance of World AIDS Day Stamp's First Day of Issue Commemorative at Bryant, which gained national exposure and raised funds for on-campus AIDS education program and RI AIDS organization. Introduced media relations technology to department, saving Bryant $29,000 annually paid to a national media placement firm.

12/87-7/93

Director of Corporate Communications, News Director, Director of Consumer Outreach
Central Hudson Gas & Electric Corporation
Poughkeepsie, NY
Coordinated media efforts during emergencies. Author of utility's crisis communications plan. Wrote governmental affairs newsletter. Developed annual "Meet the Management" news conference to provide media with accessibility and highlight corporate transparency. Shepherded approval of a natural gas pipeline by working with state and local officials and community organizations. Initiated utility's first consumer office. Promoted to communications positions to establish credibility among media and customers following a devastating storm. Featured speaker at many events.

8/83-8/84

Assistant to the Chairman
Dutchess County Legislature
Poughkeepsie, NY
Administrator of Chairman's Office and spokesman. Noted as speechwriter and for constituent service. Liaison to federal, state and municipal officials.

12/82-7/83

Communications Associate
Civil Service Employees Association
Beacon, NY
Gained significant media coverage for union and its members in seven Hudson Valley counties. Contributed many articles to statewide union newspaper. Initiated local newsletters and publicity campaigns.

10/77-12/82

News Reporter/Anchor
WEOK/WPDH Radio
Poughkeepsie, NY
Morning drive news anchor and talk show host. Expanded news coverage to include events in NYC and Albany. Correspondent for UPI and ABC Radio News. Finalist for UPI Award for "Best Feature Series" for reports from the People's Republic of China.

Education

8/85-8/87

Pontifical Gregorian University/North American College
Rome, Italy/Vatican City
Theology studies. Elected student leader. Development newsletter associate editor. Worked with Mother Teresa's Missionaries of Charity, operating a soup kitchen and shelter. USAFR Chaplain Candidate, commissioned as a 2nd Lt. and assigned to 36th TFW, Bitburg, Germany.

9/84-5/85 **Iona College/St. John Neumann Residence**
New Rochelle/Riverdale, NY
Philosophy and theology studies
Dean's List student
Religion teacher at Incarnation Elementary School in Manhattan's Washington Heights
Recipient of Archdiocesan Leadership Award

8/78-/8/80 **Fordham University**
Bronx, NY
B.A. in Political Science/American Government, cum laude
Public Service Education Fellow
Dean's List student
Summer 1980 semester in People's Republic of China

9/76-5/78 **Dutchess Community College**
Poughkeepsie, NY
A.S. in Communications and Media Arts
Student Body President
Delegate to Harvard National Model UN, representing South Africa
Study Abroad in London, England
Named to SUNY Distinguished Alumni Honor Roll in 1995
Elected to DCC Alumni Hall of Fame in 2006
DCC Commencement speaker in 2002
Alumni/community rep on three consecutive college president searches
Endowed full-tuition scholarship for LGBTQ students, starting 2016

Community Activities

Current: Director – Dyson Foundation; Secretary-Treasurer and Trustee – NYS Newspapers Foundation; Vice Chair — Dutchess County Justice Transition Center External Advisory Group; Treasurer — Poughkeepsie Alliance; Board Member -- Dutchess Community College Association; Member — Immediate past three Dutchess Community College Presidential Search Committees. Member — Patron of the Arts in the Vatican Museums; Member — Public Relations Society of America. Member — Board of Advisors, Eleanor Roosevelt Center at Val-Kill; Past: director or trustee on the boards of more than 60 nonprofit organizations, often in leadership positions, in the Hudson Valley and New York City; Chair, Opening Ceremonies — 2005 Hudson Valley Empire State Games. Past trustee – Saint Francis Hospital. Past member and president – City of Poughkeepsie Board of Education.

Community Awards

Community Leadership Award from the New Horizons Foundation, 2001; Family Partnership Center's Excellence in Community Service Award, 2004; Dutchess ARC Bessie Payne Humanitarian Award, 2007; Saint Cabrini Home Gold Medal for outstanding contributions and service to the people of the Hudson Valley, 2008; Mill Street Loft Award for leadership in supporting youth and arts education, 2008; Honored for community service by the Community Foundations of the Hudson Valley at the organization's 2010 Garden Party; Family Services, Inc. Family of the Year, 2012; Jim Britt Award for outstanding dedication and contributions to local community theatre and theatre at Marist College, 2014; Named Champion of Justice by Legal Services of the Hudson Valley, 2016.

Budget, Finance, and Personnel Committee Roll Call

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

Present: 12 **Resolution:** ✓ **Total :** 10 0

Absent: 0 **Motion:** ___ Yes No

Vacant: 0 **Abstentions:** 0

2016304 APPOINTMENT TO THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE

Date: December 8, 2016

Roll Call Sheets

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

Present: 25 **Resolution:** ✓ **Total :** 25 0

Absent: 0 **Motion:** ___ **Yes** **No**

Vacant: 0 **Abstentions:** 0

2016304 APPOINTMENT TO THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE

Date: December 8, 2016

Dutchess County Legislature

Proclamation: December 10th as International Human Rights Day

Legislator Rieser offers the following and moves its adoption:

WHEREAS, December 10th has been observed each year since 1950 as Human Rights Day in commemoration of the day in which the United Nations General Assembly adopted the Universal Declaration of Human Rights in 1948; and

WHEREAS, the United States is a nation founded by immigrants, many fleeing religious persecution, who enshrined freedom of religion as one of our nation's fundamental legal and ethical principles; and

WHEREAS, the first amendment of the United States Constitution expressly protects the rights of all citizens to freely worship without fear of persecution; and

WHEREAS, the United States is a nation that welcomes people of all ethnic backgrounds and those who practice all religious faiths, with residents practicing a wide variety religions including but not limited to Christianity, Judaism, Islam, Buddhism and Hinduism; and

WHEREAS, our diversity as a nation is what makes us strong and unique, with people from all different backgrounds making invaluable contributions to our economy, our social and political life, and our culture, including in service in the armed forces of our country beginning in the Revolutionary War and continuing through every major conflict to the present day; and

WHEREAS, instances of discrimination and violence have occurred where people were targeted due to their race or religious beliefs; and

WHEREAS we, as elected representatives of the people, have a unique responsibility not to stay silent when we encounter instances of violence and discrimination against any of our constituents based on their race, ethnicity or religious beliefs, now therefore, be it

RESOLVED, that the Dutchess County Legislature, in recognition of the 66th anniversary of International Human Rights Day condemns all hateful speech and violent action directed at anyone due to their race, ethnicity, or religious beliefs; and be it further

RESOLVED, that the Dutchess County Legislature categorically rejects the implementation of fear tactics to attempt to influence voters or obtain power; and be it further

RESOLVED, that the Dutchess County Legislature commits to pursuing a policy agenda that upholds basic human rights, and ensures that those targeted on the basis of race, religion or immigration status can turn to their government leaders without fear of recrimination; and be it further

RESOLVED, that the Dutchess County Legislature reaffirms the value of a pluralistic society, the beauty of a culture composed of multiple cultures, and the inalienable right of every person to live and practice their faith without fear.

Resolution No. 2016305

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 8th day of December 2016, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 8th day of December 2016.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

On motion by Legislator Flesland, 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.

No one wishing to speak, on motion by Legislator Miccio, duly seconded by Legislator Bolner and carried, the Regular Order of Business was resumed.

There being no further business, the Chairman adjourned the meeting at 12:49 a.m.