



## **COMMON COUNCIL MEETING**

Common Council Chambers

Monday, October 19, 2015

6:30 p.m.

**I. ROLL CALL:**

**II. REVIEW OF MINUTES:**

**III. READING OF ITEMS** by the City Chamberlain of any resolutions not listed on the printed agenda.

**IV. PUBLIC PARTICIPATION:** Three (3) minutes per person up to 45 minutes of public comment on any agenda and non-agenda items.

**V. MAYOR'S COMMENTS:**

**VI. CHAIRMAN'S COMMENTS AND PRESENTATIONS:**

**VII. MOTIONS AND RESOLUTIONS:**

1. **FROM CORPORATION COUNSEL ACKERMANN**, Resolution R15-75, setting a public hearing for the proposed designation of Soldiers Memorial Fountain and Park as a historic landmark.
2. **FROM COUNCILMEMBER HERMANN**, Resolution R15-76, taking a position in opposition of the rezoning of the Hudson Valley Community Center.

**VIII. ORDINANCES AND LOCAL LAWS:**

**IX. PRESENTATION OF PETITIONS AND COMMUNICATIONS:**

1. **FROM CORPORATION COUNSEL ACKERMANN**, a communication regarding the negotiation of a successive Collective Bargaining Agreement with Police Benevolent Association.
2. **FROM CITY ADMINISTRATOR BUNYI**, a communication regarding the proposed assignment and assumption of water agreement with the Town of Hyde Park.
3. **FROM CITY ADMINISTRATOR BUNYI**, a formal submission of the 2014 Audit.
4. **FROM DUTCHESS CO CASA ITALIA.**, a notice of intent to renew the Liquor License for the Italian Center.

**X. UNFINISHED BUSINESS:**

**XI. NEW BUSINESS:**

**XII. ADJOURNMENT:**

A RESOLUTION OF THE CITY OF POUGHKEEPSIE, SETTING A PUBLIC HEARING REGARDING THE PROPOSED NOMINATION OF SOLDIERS MEMORIAL FOUNTAIN AND PARK AS A LOCAL HISTORIC LANDMARK

R15-75

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_ :

WHEREAS, Soldiers Memorial Fountain and Park has is owned by the City of Poughkeepsie and has been nominated for designation as a historic landmark; and

WHEREAS, the City of Poughkeepsie Historic District and Landmarks Preservation Commission (hereinafter "HDLPC") held a public hearing on September 23, 2015 regarding the nomination of Soldier Memorial Fountain and Park as a local historic landmark; and

WHEREAS, the HDLPC voted in favor of the proposed nomination and approved the application on September 23, 2015; and

WHEREAS, pursuant to Section 19-4.5(4)(f) of the Code of Ordinances of the City of Poughkeepsie, the HDLPC's approved application was forwarded to the Common Council for consideration on October 7, 2015; and

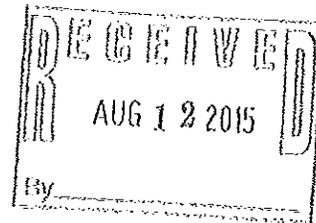
WHEREAS, the Common Council is required to hold a public hearing prior to the designation of any historic landmark within sixty (60) days from receipt of the approved application from the HDLPC; and

**NOW THEREFORE,**

**BE IT RESOLVED,** that the City Chamberlain be, and she hereby is authorized and directed to publish a Notice of Public Hearing to be held November 16, 2015 at 5:30 p.m. concerning the designation of Soldiers Memorial Fountain and Park as a local historic landmark.

SECONDED BY COUNCILMEMBER \_\_\_\_\_ .

The City of Poughkeepsie, New York  
Building Department  
62 Civic Center Plaza, 2<sup>nd</sup> floor  
Poughkeepsie, NY 12602  
Phone: 845-451-4007  
FAX: 845-451-4006



**HISTORIC DISTRICT AND LANDMARKS NOMINATION FORM:**

**LOCATION: (FOR DISTRICT NOMINATIONS, ATTACH LIST OF PROPERTIES)**

Street and Number: Market and Montgomery Streets

**NAME OF PROPERTY**

Historic Name (if any): Soldiers Memorial Fountain and Park

**CLASSIFICATION:**

Ownership of the Property

Private

Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State/zip: \_\_\_\_\_

Public

Owner: City of Poughkeepsie

Address: (see above)

City: \_\_\_\_\_

State/zip: \_\_\_\_\_

Category of Property:

Buildings

District

Site

Structure

Object

**FUNCTION OR USE**

Historic Functions or Use: Fountain

Current Functions or Use: Fountain

NAME OF ARCHITECT (IF KNOWN): Janes, Beebe and Company

**ATTACHMENTS:**

**NARRATIVE DESCRIPTION:** Describe the historic and current conditions of the property on one or more continuation sheets, and attach the sheets to this application.

**MAPS:** Please attach a map of the subject property or properties.

**PHOTOGRAPHS:** Please attach photographs of the property or properties.

(HDLPC Nomination form, p. 2)

State of Significance: Mark "X" in all the applicable boxes below for the criteria qualifying the property for local register listing:

Property is associated with events that have made a significant contribution to the broad patterns of our history.

Property is associated with the lives of person significant in our past.

Property embodies the distinctive characteristics of a type, period or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

Property has yielded or is likely to yield information important in prehistory or history.

Property is listed or is eligible for listing on the state and/or national registers of historic places.

Narrative of Significance: Explain the significance of the property in terms of the boxes checked above, on one or more continuation sheets. Attach the sheets to the application.

Bibliography: Cite any books, articles or other sources used in preparing this form on one or more continuation sheets.

Form prepared by:

Name/title: Holly Wahlberg

Organization: Design Historian

Street: 35 Garfield Place

City/State/Zip: Poughkeepsie, NY 12601

Telephone: 845-454-5456

Date: August 12, 2015

**HDLPC CERTIFICATION:**

The HDLPC hereby certifies that this application  does  does not meet the criteria for designation as a local historic district, landmark or landmark site. The HDLPC  does  does not recommend that the Common Council approve the application, in accordance with the provisions of Section 19-4.5(3) of the zoning ordinance of the City of Poughkeepsie, New York.

Motion: Robert Moritell

Second: Gary Privratsky

Votes: 4 Aye 0 Nays 0 Abstentions

[Signature] . 9/23/15  
Signature of the Chairman, Date

*Set a public hearing  
10/28/15*

**RESOLUTION OF THE COMMON COUNCIL  
FORMALLY TAKING A POSITION IN OPPOSITION TO THE REZONING OF THE  
HUDSON VALLEY COMMUNITY CENTER  
(R-15-76)**

**INTRODUCED BY COUNCILMEMBER \_\_\_\_\_:**

**WHEREAS**, on February 26, 2015 the City of Poughkeepsie received a formal request from Hudson Valley Community Center, Inc. for a zoning map amendment for property it owns at 110 South Grand Avenue; and

**WHEREAS**, on April 6, 2015 the proposed amendment to the zoning map was formally introduced to the Common Council, at which time the Common Council declared its intent to be lead agency, ordered the commencement of the environmental review and set a public hearing; and

**WHEREAS**, on April 20, 2015 the Common Council held a public hearing at which point the public expressed concerns with the potential impacts associated with the rezoning; and

**WHEREAS**, after the Public Hearing another public session was held at which point the public continued to express concerns such as traffic, drainage, water/sewer distribution, density and the impact on neighboring properties; and

**WHEREAS**, pursuant to General Municipal Law 239-m the county issued a statement whereby it supported the rezoning of the property; and

**NOW, THEREFORE,**

**BE IT RESOLVED**, that the Common Council of the City of Poughkeepsie hereby formally opposes the Hudson Valley Community Center, Inc. request for a zoning map amendment for its property located at 110 South Grand Avenue and will not entertain its request; and be it further;

**RESOLVED**, that the Common Council further requests that the Dutchess County Department of Planning withdraw its support for the proposed rezoning which support is contained in its General Municipal Law 239-m review, and be it further;

**RESOLVED**, that the City Chamberlain is hereby directed to send a copy of this resolution to the County Department of Planning and the applicant thereby notifying them of the Common Council's decision.

**SECONDED BY COUNCILMEMBER \_\_\_\_\_.**

**SRDD**  
**LAW** **STENGER ROBERTS**  
**DAVIS & DIAMOND LLP**

1136 Route 9  
Wappingers Falls, New York 12590

(845) 298-2000  
FAX (845) 298-2842  
www.srddlaw.com  
e-mail: Info@srddlaw.com

August 19, 2015

Paul Ackermann, Corporation Counsel  
City of Poughkeepsie  
City Hall  
62 Civic Center Plaza -- 3<sup>rd</sup> Floor  
Poughkeepsie, NY 12601

Kenneth M. Stenger  
Albert P. Roberts  
Thomas R. Davis  
Stephen E. Diamond\*

James Nelson, Esq.  
Legal Department  
Town of Poughkeepsie  
1 Overocker Road  
Poughkeepsie, NY 12603

Joan F. Garrett\*\*  
James P. Horan\*\*\*  
Ian C. Lindars  
A.J. Iuele

Re: **Water Sale Agreement –w- Town of Hyde Park  
on behalf of the Greenbush Water District &  
Water Sale Agreement –w- Town of Hyde Park  
on behalf of the Arbors Water District**

Darren H. Fairlie

Dear Paul & Jim:

OF COUNSEL  
Scott L. Volkman  
Karen MacNish

Enclosed herewith please find an Assignment and Assumption Agreement, which is still being finalized, but I nevertheless wanted to get it to you so this can be placed on the next available board meeting agenda. Both the Town and the City as well as the Joint Water Board (JWB) received a written communication from the Town of Hyde Park requesting consent to an assignment of the above referenced agreements from the Town of Hyde Park to the Dutchess County Water and Waste Water Authority (DCWWA). Those two agreements authorize an assignment from the Town of Hyde Park upon the written consent of the JWB. The DCWWA authority is in the process of acquiring all of the assets of the Arbors Water District and the Greenbush (Violet Avenue) Water District from the Town of Hyde Park and as a condition of that agreement requires the assignment of the Water Sale Agreements from the Town to the DCWWA. The DCWWA has authorized the execution of an Assignment and Assumption whereby the Town of Hyde Park assigns the agreement and their rights and obligations to the DCWWA and the DCWWA assumes all rights and obligations thereunder. The Town of Hyde Park thereafter adopted two resolutions authorizing the execution of the Assignment and Assumption Agreement. Following that the JWB has authorized the Assignment and Assumption Agreement and at this time the JWB, Town of Hyde Park and the DCWWA are hereby requesting consent to the assignment by the Town Board and the City Council.

PARALEGALS  
Sandra Oakley  
Dawn M. Paino

CLOSING COORDINATOR  
Maria L. Jones

\* ALSO ADMITTED IN FL & MA  
\*\* ALSO ADMITTED IN CT  
\*\*\* ALSO ADMITTED IN NJ

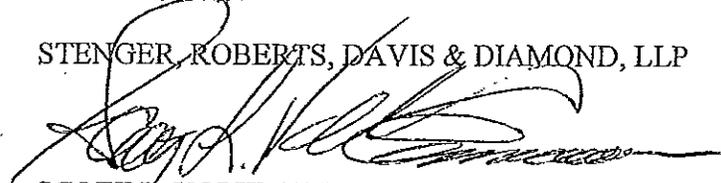
You should know that prior to the request for the assignment the Town of Hyde Park claimed the JWB was in violation of the requirements of the Water Sale Agreement for Greenbush to deliver potable water. They sought a reduction in the take or pay requirement until the plant upgrade was complete, and a refund for fees paid for the take or pay requirement in excess of what was actually taken. That claim was denied since it was determined that potable water was in fact delivered to the interconnection point as contractually required. The Town of Hyde Park is responsible for the water after it enters their system. All claims are now waived per the agreement.

If you would like I can provide copies of the original Water Sale Agreements and amendments. I am hoping to receive executed copies of the Assignment Agreement by the time it is reviewed by your respective Boards. If you require any additional information or require the presence of any representatives from the JWB or the DCWWA or any further information with respect to this matter please do not hesitate to contact me. I enclose the following for your consideration:

1. DCWWA resolution dated July 22, 2015.
2. Hyde Park resolution re: Arbors dated August 10, 2015.
3. Hyde Park resolution re: Greenbush dated August 10, 2015.
4. PJWB resolution re: Arbors dated August 11, 2015.
5. PJWB resolution re: Greenbush dated August 11, 2015.
6. Assignment and Assumption Agreement.

Yours very truly,

STENGER, ROBERTS, DAVIS & DIAMOND, LLP



SCOTT L. VOLKMAN

SLV/dap

cc: Randy Alstadt, Water Plant Administrator (w/o enclosure)

**RESOLUTION 8:10 - 13 OF 2015**

**RESOLUTION AUTHORIZING EXECUTION OF ASSIGNMENT AND ASSUMPTION AGREEMENT FOR THE GREENBUSH WATER AND VIOLET AVENUE WATER SUPPLY AGREEMENT**

**WHEREAS**, TOWN OF HYDE PARK and POUGHKEEPSIES' JOINT WATER PROJECT BOARD (PJWPB), entered into a Water Sale Agreement (the "GREENBUSH AGREEMENT"), dated August 3, 1995 and henceforth amended May 23, 2002, pursuant to which Town of Hyde Park agreed to purchase a specified amount of Potable Water from the PJWPB and the PJWPB agreed to sell such Potable Water to Town of Hyde Park on the terms and conditions set forth in the GREENBUSH AGREEMENT; and

**WHEREAS**, The Town of Hyde Park wishes to assign all of Hyde Park's rights and obligations under the GREENBUSH AGREEMENT to Dutchess County Water and Wastewater Authority (DCWWA) and DCWWA wishes to assume all of Hyde Park's rights and obligations under the GREENBUSH AGREEMENT, as more particularly described in the Assignment and Assumption Agreement; and

**WHEREAS**, DCWWA, Town of Poughkeepsie, the City of Poughkeepsie and the PJWPB have been asked to consent to the Assignment and Assumption;

**WHEREAS**, DCWWA has agreed to consent to the Assignment and Assumption subject to the terms and conditions set forth in the Assignment and Assumption Agreement;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Supervisor is hereby authorized to execute the Assignment and Assumption Agreement in substantially the form presented to this meeting.

MOTION: Councilwoman Svenson  
SECOND: Councilman Ray

VOICE VOTE: 5 - 0 CARRIED

NEW YORK  
COUNTY OF DUTCHESS  
Office of the Clerk of       ss:  
TOWN OF HYDE PARK

This is to certify that I, Patricia Coady-Cullen, Deputy Town Clerk of the Town of Hyde Park in the said County of Dutchess have compared the foregoing copy of Town Board Resolution #13 of August 10, 2015 with the original now on file in this office, and that the same is a correct and true transcript of such original Town Board Resolution #13 of August 10, 2015, and the whole thereof.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Town this 11th day of August, 2015.



Patricia Coady Cullen  
Deputy Clerk of the Town  
Board of Hyde Park  
Dutchess County New York

**RESOLUTION 8:10 - 14 OF 2015**

**RESOLUTION AUTHORIZING EXECUTION OF ASSIGNMENT AND ASSUMPTION AGREEMENT FOR THE ARBORS WATER SUPPLY AGREEMENT**

**WHEREAS**, TOWN OF HYDE PARK and POUGHKEEPSIES' JOINT WATER PROJECT BOARD (PJWPB), entered into a Water Sale Agreement (the "ARBORS AGREEMENT"), September 3, 2002 and henceforth amended June 8, 2010, pursuant to which Town of Hyde Park agreed to purchase a specified amount of Potable Water from the PJWPB and the PJWPB agreed to sell such Potable Water to Town of Hyde Park on the terms and conditions set forth in the ARBORS AGREEMENT; and

**WHEREAS**, The Town of Hyde Park wishes to assign all of Hyde Park's rights and obligations under the ARBORS AGREEMENT to Dutchess County Water and Wastewater Authority (DCWWA) and DCWWA wishes to assume all of Hyde Park's rights and obligations under the ARBORS AGREEMENT, as more particularly described in the Assignment and Assumption Agreement; and

**WHEREAS**, DCWWA, Town of Poughkeepsie, the City of Poughkeepsie and the PJWPB have been asked to consent to the Assignment and Assumption;

**WHEREAS**, DCWWA has agreed to consent to the Assignment and Assumption subject to the terms and conditions set forth in the Assignment and Assumption Agreement;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Supervisor is hereby authorized to execute the Assignment and Assumption Agreement in substantially the form presented to this meeting.

MOTION: Councilman Ray

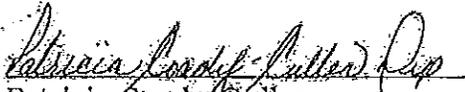
SECOND: Councilman Schneider

VOICE VOTE: 5 - 0 CARRIED

NEW YORK  
COUNTY OF DUTCHESS  
Office of the Clerk of       ss:  
TOWN OF HYDE PARK

This is to certify that I, Patricia Coady-Cullen, Deputy Town Clerk of the Town of Hyde Park in the said County of Dutchess have compared the foregoing copy of Town Board Resolution #14 of August 10, 2015 with the original now on file in this office, and that the same is a correct and true transcript of such original Town Board Resolution #14 of August 10, 2015, and the whole thereof.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of said Town this 11th day of August, 2015.

  
Patricia Coady-Cullen  
Deputy Clerk of the Town  
Board of Hyde Park  
Dutchess County New York

**Hyde Park Water/Sewer System Acquisition  
Authorization to Execute Assignment and Assumption Agreements for Water Supply  
Agreements for Arbors, Violet Avenue and Greenbush Water Systems**

Larry Knapp offers the following resolution and moves its adoption:

WHEREAS; the Dutchess County Water and Wastewater Authority (the "Authority") is in the process of acquiring the facilities of the Arbors, Greenbush, and Violet Avenue Water Systems, all located in the Town of Hyde Park, NY, with an anticipated transfer date of August 1, 2015; and

WHEREAS; the water supply for the Arbors Water System is the purchase of water from the Poughkeepsie Joint Water Board (PJWB), pursuant to a Water Purchase Agreement dated September 3, 2002 and subsequently amended on June 8, 2010, which agreement is assignable subject to the consent of the PJWB; and

WHEREAS; the water supply for the Greenbush and Violet Avenue Water Systems is the purchase of water from the Poughkeepsie Joint Water Board (PJWB), pursuant to a single Water Purchase Agreement dated May 23, 2002 and subsequently amended on February, 2003 and again on December 19, 2005, which agreement is assignable subject to the consent of the PJWB; and

WHEREAS; the Town of Hyde Park has requested the consent of the PJWB to assign the two above referenced water supply Agreements to the Authority to enable the Authority to purchase water to meet the water supply needs of the Greenbush, Violet Avenue and Arbors Water Systems, upon the same terms and conditions currently provided in the Agreements;

NOW THEREFORE BE IT RESOLVED THAT; the Executive Director or Deputy Director is authorized to execute the Assignment Agreements and related documents as necessary to accept the terms and conditions of the Arbors Water Purchase Agreement and the Greenbush/Violet Avenue Water Purchase Agreement.

Seconded by Rudy Vavra

<u>Record of Vote:</u>	<u>Aye</u>	<u>Nay</u>
Thomas LeGrand	<u>X</u>	___
Vincent DiMaso	<u>Absent</u>	___
Larry Knapp	<u>X</u>	___
Rudy Vavra	<u>X</u>	___
Amanda Baxter-Dingee	<u>Absent</u>	___

At a Special Meeting of the Poughkeepsies' Joint Water Project Board held at Poughkeepsies' Water Treatment Facility, 3431 North Road, Poughkeepsie, New York on the 11<sup>th</sup> day of August, 2015 at 4:30 p.m.

The meeting was called to order by Chairman Tkazyik and upon roll being called the following were:

**P R E S E N T:**

John Tkazyik, Chairman  
William Carlos  
Chris Gent  
Robert Mallory  
Mark Newton  
Todd Tancredi

**A B S E N T:**

**Re: AUTHORIZING EXECUTION OF ASSIGNMENT AND ASSUMPTION AGREEMENT FOR THE ARBORS WATER SUPPLY AGREEMENT WITH THE TOWN OF HYDE PARK**

The following Resolution was proposed by Board member Chris Gent and seconded by Board member William Carlos.

WHEREAS, the water supply for the Arbors Water System is the purchase of water from the Poughkeepsie Joint Water Board (PJWB), pursuant to a Water Purchase Agreement dated September 3, 2002 and subsequently amended on June 8, 2010, which agreement is assignable subject to the consent of the PJWB; and

WHEREAS, the Dutchess County Water and Wastewater Authority (the "Authority") is in the process of acquiring the facilities of the Arbors Water System located in the Town of Hyde Park, New York; and

WHEREAS, the Town of Hyde Park has requested the consent of the PJWB to assign the above referenced Water Supply Agreement to the Authority to enable the Authority to purchase water to meet the water supply needs of the Arbors Water Systems, upon the same terms and conditions currently provided in the Agreements; and

WHEREAS, the Authority authorized the execution of an Assignment and Assumption Agreement by resolution dated July 22, 2015; and

WHEREAS, the Town Board of the Town of Hyde Park authorized the execution of an Assignment and Assumption Agreement by resolution dated August 10, 2015; and

WHEREAS, the Water Supply Agreement authorizes the Town to assign the Water Supply Agreement with the prior written consent of the PJWB which consent may be granted or withheld in the sole and absolute discretion of the PJWB; now, therefore, be it

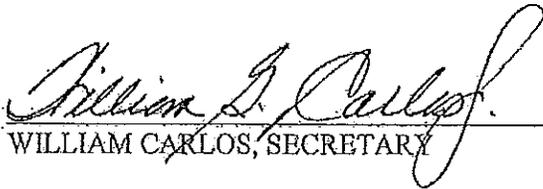
RESOLVED, that the Board approves the terms of the Assignment and Assumption Agreement by and between the PJWB, the Town of Hyde Park and the DCWWA in substantially the same form as annexed hereto; and be it further

RESOLVED, that the Board Chairman, or in his absence the Vice Chairman, is authorized to execute the Assignment and Assumption Agreement on behalf of the Board pursuant to the terms of the Water Supply Agreement and Assignment and Assumption Agreement upon proof of payment of all fees due to the Board pursuant to the terms of the Water Supply Agreement, as amended.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
John Tkazyik, Chairman	X		
William Carlos	X		
Chris Gent	X		
Robert Mallory	X		
Mark Newton	X		
Todd Tancredi	X		

I hereby certify that the above is a true and correct copy of the Resolution passed by the Poughkeepsies' Joint Water Project Board at a special meeting held on August 11, 2015.

  
WILLIAM CARLOS, SECRETARY

ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This Assignment, Assumption and Amendment Agreement ("Agreement") is made effective as of \_\_\_\_\_, 2015 by and among the TOWN OF HYDE PARK, a municipal corporation with offices at 4383 Albany Post Road, Hyde Park, New York 12538 (the "Town of Hyde Park"), the DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY, a New York public benefit corporation ("DCWWA"), having an address of 27 High Street, Poughkeepsie, New York 12601, the POUGHKEEPSIE'S JOINT WATER PROJECT BOARD, a Water Board formed pursuant to Article 5G of the General Municipal Law of the State of New York (the "Board"), having an address of 3431 North Road, Poughkeepsie, New York 12601, acting on behalf of itself, the CITY OF POUGHKEEPSIE, a New York municipal corporation with an address of Civic Center Plaza, Poughkeepsie, New York 12601 (the "City of Poughkeepsie") and the TOWN OF POUGHKEEPSIE, a New York municipal corporation with an address of 1 Overocker Road, Poughkeepsie, New York 12603 (the "Town of Poughkeepsie").

WHEREAS, the Town of Hyde Park, acting on behalf of the Greenbush Water District and the Violet Avenue Water District, the Town of Poughkeepsie, the City of Poughkeepsie, and the Board entered into that certain Agreement, dated May 23, 2002 (the "G/V Agreement"), pursuant to which the Town of Hyde Park agreed to purchase a specified amount of Potable Water (as defined in the G/V Agreement) from the Board and the Board, on behalf of itself, the Town of Poughkeepsie and the City of Poughkeepsie (both of which consented to the G/V Agreement), agreed to sell such surplus water to the Town of Hyde Park on the terms and conditions set forth in the G/V Agreement;

WHEREAS, the Town of Hyde Park, acting on behalf of the Arbors Water District, the Town of Poughkeepsie, the City of Poughkeepsie, and the Board entered into that certain Agreement, dated September 3, 2002 (the "Arbors Agreement" and, along with the G/V Agreement, the "Agreements"), pursuant to which the Town of Hyde Park agreed to purchase a specified amount of Potable Water (as defined in the Arbors Agreement) from the Board and the Board, on behalf of itself, the Town of Poughkeepsie and the City of Poughkeepsie (both of which consented to the Arbors Agreement), agreed to sell such surplus water to the Town of Hyde Park on the terms and conditions set forth in the Arbors Agreement;

WHEREAS, In conjunction with the transfer of ownership of the Greenbush, Violet Avenue and Arbors Water Districts from the Town of Hyde Park to DCWWA, the Town of Hyde Park wishes to assign all of the Town's rights under the Agreements to the DCWWA, and the DCWWA wishes to assume all of the Town's obligations under the Agreements, as more particularly described herein (collectively, the "Assignment and Assumption");

WHEREAS, the Town of Poughkeepsie, the City of Poughkeepsie and the Board have been asked to consent to the Assignment and Assumption;

WHEREAS, the Town of Poughkeepsie, the City of Poughkeepsie and the Board have

agreed to consent to the Assignment and Assumption subject to the terms and conditions set forth herein.

NOW THEREFORE, In consideration of the foregoing and the mutual covenants and promises set forth in this Assignment and Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town of Hyde Park, DCWWA, Town of Poughkeepsie, the City of Poughkeepsie and the Board agree as follows:

1. Defined Terms. Capitalized terms not defined herein shall have the meanings set forth in the Agreements.
2. Assignment of Certain Rights. Town of Hyde Park hereby assigns to DCWWA all of the Town of Hyde Park's rights under the Agreements.
3. Assumption of Obligations. DCWWA hereby assumes all of the Town of Hyde Park's obligations under the Agreements.
4. Town of Hyde Park's Acknowledgements, Representations and Warranties. Town of Hyde Park represents and warrants to the Town of Poughkeepsie, the City of Poughkeepsie and the Board as of the date of this Agreement that:
  - a. Town of Hyde Park has no defenses, offsets or counterclaims to the performance of Town of Hyde Park's obligations under the Agreements;
  - b. There are no defaults by Town of Hyde Park under the provisions of the Agreements; and
  - c. All provisions of the Agreements are in full force and effect.

The Town of Hyde Park understands that each of the other parties hereto will rely on the representations and warranties contained herein.

5. DCWWA's Acknowledgements, Representations and Warranties.
  - a. DCWWA acknowledges and agrees to the terms and conditions of the Agreements; and
  - b. DCWWA represents and warrants to the Town of Poughkeepsie, the City of Poughkeepsie and the Board as of the date of this Agreement and after due diligence and reasonable inquiry that the representations and warranties contained in Section 4(a) through (c) above are true and correct to the best of DCWWA's knowledge.

DCWWA understands that each of the other parties hereto will rely on the representations and warranties contained herein.

6. The Board's Acknowledgements, Representations and Warranties.

a. The Board acknowledges that there are no defaults by Town of Hyde Park under the provisions of the Agreements.

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6. Consent to Assignment and Assumption. Each of the Town of Poughkeepsie, the City of Poughkeepsie and the Board hereby consents to the Assignment and Assumption, subject to the terms and conditions set forth in this Agreement. The consent of the Town of Poughkeepsie, the City of Poughkeepsie and the Board to the Assignment and Assumption is not intended to be and shall not be construed as consent to any subsequent transfer, assignment and/or assumption which requires any of the Town of Poughkeepsie's, the City of Poughkeepsie's and/or the Board's consent pursuant to the terms of the Agreements. ~~If any material element of the representations and warranties contained herein is false as of the date of this Agreement, then this consent will be canceled as of the date of this Agreement and the Town of Hyde Park will remain primarily obligated under the Agreements as though there had been no such Assignment and Assumption.~~

7.

8. Effective Date. The Assignment and Assumption of the G/V Agreement shall become effective as of the date that ownership of the Greenbush and Violet Avenue Water Districts transfer to the DCWWA. The Assignment and Assumption of the Arbors Agreement shall become effective as of the date that ownership of the Arbors Water District transfers to the DCWWA.

9. Notices. All notices, electronic and written communication between the parties concerning this Agreement, except the Board's invoices and remittance's to the Board, shall be deemed to have been delivered upon receipt or the party's intentional refusal to accept delivery to the following addresses:

If to the Town of Hyde Park

Town of Hyde Park  
4383 Albany Post Road  
Hyde Park, New York 12538  
Attn: Supervisor  
Fax: \_\_\_\_\_

If to DCWWA:

Dutchess County Water and Wastewater Authority  
27 High Street  
Poughkeepsie, New York 12601  
Attn: Executive Director  
Fax: \_\_\_\_\_

If to the Board

Joint Water Project Board  
3431 North Road  
Poughkeepsie, New York 12601  
Attn: Water Plant Administrator  
Fax No: 453-4175

If to the City of Poughkeepsie

City of Poughkeepsie  
P.O. Box 300  
Poughkeepsie, New York 12602  
Attn: Mayor  
Fax Number: 451-4201

If to the Town of Poughkeepsie

Town of Poughkeepsie  
Town Hall - One Overlooker Road  
Poughkeepsie, New York 12603  
Attn: Supervisor  
Fax No.: 486-8035

10. Miscellaneous.

- a. This Agreement shall be construed according to and governed by the laws of New York State without regard to its conflicts of law principles.
- b. If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.
- c. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.
- d. The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.
- e. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

- f. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same documents. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.
- g. Except as expressly modified hereby or as contemplated herein, the IWSA shall remain in full force and effect.
- h. THIS AGREEMENT, AND THE G/V AGREEMENT AND THE ARBORS AGREEMENT AS AMENDED HEREBY, REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**TOWN OF HYDE PARK**

By: \_\_\_\_\_  
Name:  
Title:

**DUTCHESS COUNTY WATER & WASTEWATER  
AUTHORITY**

By: \_\_\_\_\_  
Name:  
Title:

**TOWN OF POUGHKEEPSIE**

By: \_\_\_\_\_  
Name:  
Title: Supervisor

**CITY OF POUGHKEEPSIE**

By: \_\_\_\_\_  
Name:  
Title: Mayor

**POUGHKEEPSIE'S JOINT WATER PROJECT  
BOARD**

By: \_\_\_\_\_  
Name:  
Title: Chairman

At a Special Meeting of the Poughkeepsies' Joint Water Project Board held at Poughkeepsies' Water Treatment Facility, 3431 North Road, Poughkeepsie, New York on the 11<sup>th</sup> day of August, 2015 at 4:30 p.m.

The meeting was called to order by Chairman John Tkazyik and upon roll being called the following were:

**P R E S E N T:**

John Tkazyik, Chairman  
William Carlos  
Chris Gent  
Robert Mallory  
Mark Newton  
Todd Tancredi

**A B S E N T:**

**Re: AUTHORIZING EXECUTION OF ASSIGNMENT AND ASSUMPTION AGREEMENT FOR THE GREENBUSH WATER (AND VIOLET AVENUE) SUPPLY AGREEMENT WITH THE TOWN OF HYDE PARK**

The following Resolution was proposed by Board member William Carlos and seconded by Chairman John Tkazyik.

WHEREAS, the water supply for the Greenbush (and Violet Avenue) Water Systems is the purchase of water from the Poughkeepsie Joint Water Board (PJWB), pursuant to a single Water Purchase Agreement dated May 23, 2002 and subsequently amended on February, 2003 and again on December 19, 2005, which agreement is assignable subject to the consent of the PJWB; and

WHEREAS, the Dutchess County Water and Wastewater Authority (the "Authority") is in the process of acquiring the facilities of the Greenbush and Violet Avenue Water Systems, all located in the Town of Hyde Park, New York; and

WHEREAS, the Town of Hyde Park has requested the consent of the PJWB to assign the above referenced Water Supply Agreement to the Authority to enable the Authority to purchase water to meet the water supply needs of the Greenbush and Violet Avenue Water Systems, upon the same terms and conditions currently provided in the Agreements; and

WHEREAS, the Authority authorized the execution of an Assignment and Assumption Agreement by resolution dated July 22, 2015; and

WHEREAS, the Town Board of the Town of Hyde Park authorized the execution of an Assignment and Assumption Agreement by resolution dated August 10, 2015; and

WHEREAS, the Water Supply Agreement authorizes the Town to assign the Water Supply Agreement with the prior written consent of the PJWB which consent may be granted or withheld in the sole and absolute discretion of the PJWB; now, therefore, be it

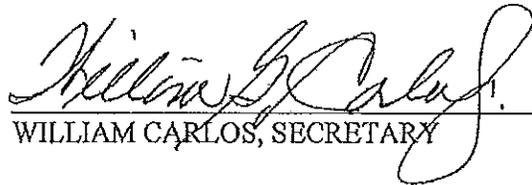
RESOLVED, that the Board approves the terms of the Assignment and Assumption Agreement by and between the PJWB, the Town of Hyde Park and the DCWWA in substantially the same form as annexed hereto; and be it further

RESOLVED, that the Board Chairman, or in his absence the Vice Chairman, is authorized to execute the Assignment and Assumption Agreement on behalf of the Board pursuant to the terms of the Water Supply Agreement and Assignment and Assumption Agreement upon proof of payment of all fees due to the Board pursuant to the terms of the Water Supply Agreement, as amended.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
John Tkazyik, Chairman	X		
William Carlos	X		
Chris Gent	X		
Robert Mallory	X		
Mark Newton	X		
Todd Tancredi	X		

I hereby certify that the above is a true and correct copy of the Resolution passed by the Poughkeepsies' Joint Water Project Board at a special meeting held on August 11, 2015.

  
WILLIAM CARLOS, SECRETARY

## ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This Assignment, Assumption and Amendment Agreement ("Agreement") is made effective as of \_\_\_\_\_, 2015 by and among the TOWN OF HYDE PARK, a municipal corporation with offices at 4383 Albany Post Road, Hyde Park, New York 12538 (the "Town of Hyde Park"), the DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY, a New York public benefit corporation ("DCWWA"), having an address of 27 High Street, Poughkeepsie, New York 12601, the POUGHKEEPSIE'S JOINT WATER PROJECT BOARD, a Water Board formed pursuant to Article 50 of the General Municipal Law of the State of New York (the "Board"), having an address of 3431 North Road, Poughkeepsie, New York 12601, acting on behalf of itself, the CITY OF POUGHKEEPSIE, a New York municipal corporation with an address of Civic Center Plaza, Poughkeepsie, New York 12601 (the "City of Poughkeepsie") and the TOWN OF POUGHKEEPSIE, a New York municipal corporation with an address of 1 Overlooker Road, Poughkeepsie, New York 12603 (the "Town of Poughkeepsie").

WHEREAS, the Town of Hyde Park, acting on behalf of the Greenbush Water District and the Violet Avenue Water District, the Town of Poughkeepsie, the City of Poughkeepsie, and the Board entered into that certain Agreement, dated May 23, 2002 (the "G/V Agreement"), pursuant to which the Town of Hyde Park agreed to purchase a specified amount of Potable Water (as defined in the G/V Agreement) from the Board and the Board, on behalf of itself, the Town of Poughkeepsie and the City of Poughkeepsie (both of which consented to the G/V Agreement), agreed to sell such surplus water to the Town of Hyde Park on the terms and conditions set forth in the G/V Agreement;

WHEREAS, the Town of Hyde Park, acting on behalf of the Arbors Water District, the Town of Poughkeepsie, the City of Poughkeepsie, and the Board entered into that certain Agreement, dated September 3, 2002 (the "Arbors Agreement" and, along with the G/V Agreement, the "Agreements"), pursuant to which the Town of Hyde Park agreed to purchase a specified amount of Potable Water (as defined in the Arbors Agreement) from the Board and the Board, on behalf of itself, the Town of Poughkeepsie and the City of Poughkeepsie (both of which consented to the Arbors Agreement), agreed to sell such surplus water to the Town of Hyde Park on the terms and conditions set forth in the Arbors Agreement;

WHEREAS, in conjunction with the transfer of ownership of the Greenbush, Violet Avenue and Arbors Water Districts from the Town of Hyde Park to DCWWA, the Town of Hyde Park wishes to assign all of the Town's rights under the Agreements to the DCWWA, and the DCWWA wishes to assume all of the Town's obligations under the Agreements, as more particularly described herein (collectively, the "Assignment and Assumption");

WHEREAS, the Town of Poughkeepsie, the City of Poughkeepsie and the Board have been asked to consent to the Assignment and Assumption;

WHEREAS, the Town of Poughkeepsie, the City of Poughkeepsie and the Board have

agreed to consent to the Assignment and Assumption subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth in this Assignment and Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town of Hyde Park, DCWWA, Town of Poughkeepsie, the City of Poughkeepsie and the Board agree as follows:

1. Defined Terms. Capitalized terms not defined herein shall have the meanings set forth in the Agreements.
2. Assignment of Certain Rights. Town of Hyde Park hereby assigns to DCWWA all of the Town of Hyde Park's rights under the Agreements.
3. Assumption of Obligations. DCWWA hereby assumes all of the Town of Hyde Park's obligations under the Agreements.
4. Town of Hyde Park's Acknowledgements, Representations and Warranties. Town of Hyde Park represents and warrants to the Town of Poughkeepsie, the City of Poughkeepsie and the Board as of the date of this Agreement that:
  - a. Town of Hyde Park has no defenses, offsets or counterclaims to the performance of Town of Hyde Park's obligations under the Agreements;
  - b. There are no defaults by Town of Hyde Park under the provisions of the Agreements; and
  - c. All provisions of the Agreements are in full force and effect.

The Town of Hyde Park understands that each of the other parties hereto will rely on the representations and warranties contained herein.

5. DCWWA's Acknowledgements, Representations and Warranties.
  - a. DCWWA acknowledges and agrees to the terms and conditions of the Agreements; and
  - b. DCWWA represents and warrants to the Town of Poughkeepsie, the City of Poughkeepsie and the Board as of the date of this Agreement and after due diligence and reasonable inquiry that the representations and warranties contained in Section 4(a) through (c) above are true and correct to the best of DCWWA's knowledge.

DCWWA understands that each of the other parties hereto will rely on the representations and warranties contained herein.

6. The Board's Acknowledgements, Representations and Warranties.

a. The Board acknowledges that there are no defaults by Town of Hyde Park under the provisions of the Agreements.

Formatted: Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: left + Aligned at: 0.75" + Indent at: 1"

6. Consent to Assignment and Assumption. Each of the Town of Poughkeepsie, the City of Poughkeepsie and the Board hereby consents to the Assignment and Assumption, subject to the terms and conditions set forth in this Agreement. The consent of the Town of Poughkeepsie, the City of Poughkeepsie and the Board to the Assignment and Assumption is not intended to be and shall not be construed as consent to any subsequent transfer, assignment and/or assumption which requires any of the Town of Poughkeepsie's, the City of Poughkeepsie's and/or the Board's consent pursuant to the terms of the Agreements. ~~If any material element of the representations and warranties contained herein is false as of the date of this Agreement, then this consent will be canceled as of the date of this Agreement and the Town of Hyde Park will remain primarily obligated under the Agreements as though there had been no such Assignment and Assumption.~~

7.  
8. Effective Date. The Assignment and Assumption of the G/V Agreement shall become effective as of the date that ownership of the Greenhush and Violet Avenue Water Districts transfer to the DCWWA. The Assignment and Assumption of the Arbors Agreement shall become effective as of the date that ownership of the Arbors Water District transfers to the DCWWA.

9. Notices. All notices, electronic and written communication between the parties concerning this Agreement, except the Board's invoices and remittance's to the Board, shall be deemed to have been delivered upon receipt or the party's intentional refusal to accept delivery to the following addresses:

If to the Town of Hyde Park

Town of Hyde Park  
4383 Albany Post Road  
Hyde Park, New York 12538  
Attn: Supervisor  
Fax: \_\_\_\_\_

If to DCWWA:

Dutchess County Water and Wastewater Authority  
27 High Street  
Poughkeepsie, New York 12601  
Attn: Executive Director  
Fax: \_\_\_\_\_

If to the Board

Joint Water Project Board  
3431 North Road  
Poughkeepsie, New York 12601  
Attn: Water Plant Administrator  
Fax No: 453-4175

If to the City of Poughkeepsie

City of Poughkeepsie  
P.O. Box 300  
Poughkeepsie, New York 12602  
Attn: Mayor  
Fax Number: 451-4201

If to the Town of Poughkeepsie

Town of Poughkeepsie  
Town Hall - One Overacker Road  
Poughkeepsie, New York 12603  
Attn: Supervisor  
Fax No.: 486-8035

10. Miscellaneous.

- a. This Agreement shall be construed according to and governed by the laws of New York State without regard to its conflicts of law principles.
- b. If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.
- c. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.
- d. The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.
- e. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

- f. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same documents. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.
- g. Except as expressly modified hereby or as contemplated herein, the TWSA shall remain in full force and effect.
- h. THIS AGREEMENT, AND THE G/V AGREEMENT AND THE ARBORS AGREEMENT AS AMENDED HEREBY, REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**TOWN OF HYDE PARK**

By: \_\_\_\_\_  
Name:  
Title:

**DUTCHESS COUNTY WATER & WASTEWATER  
AUTHORITY**

By: \_\_\_\_\_  
Name:  
Title:

**TOWN OF POUGHKEEPSIE**

By: \_\_\_\_\_  
Name:  
Title: Supervisor

**CITY OF POUGHKEEPSIE**

By: \_\_\_\_\_  
Name:  
Title: Mayor

**POUGHKEEPSIE'S JOINT WATER PROJECT  
BOARD**

By: \_\_\_\_\_  
Name:  
Title: Chairman

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made effective as of \_\_\_\_\_, 2015 by and among the TOWN OF HYDE PARK, a municipal corporation with offices at 4383 Albany Post Road, Hyde Park, New York 12538 (the "Town of Hyde Park"), the DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY, a New York public benefit corporation ("DCWWA"), having an address of 27 High Street, Poughkeepsie, New York 12601, the POUGHKEEPSIE'S JOINT WATER PROJECT BOARD, a Water Board formed pursuant to Article 5G of the General Municipal Law of the State of New York (the "Board"), having an address of 3431 North Road, Poughkeepsie, New York 12601, acting on behalf of itself, the CITY OF POUGHKEEPSIE, a New York municipal corporation with an address of Civic Center Plaza, Poughkeepsie, New York 12601 (the "City of Poughkeepsie") and the TOWN OF POUGHKEEPSIE, a New York municipal corporation with an address of 1 Overocker Road, Poughkeepsie, New York 12603 (the "Town of Poughkeepsie").

WHEREAS, the Town of Hyde Park, acting on behalf of the Greenbush Water District and the Violet Avenue Water District, the Town of Poughkeepsie, the City of Poughkeepsie, and the Board entered into that certain Agreement, dated May 23, 2002 and subsequently amended in February 2003 and again on December 12, 2005 (the "G/V Agreement"), pursuant to which the Town of Hyde Park agreed to purchase a specified amount of Potable Water (as defined in the G/V Agreement) from the Board and the Board, on behalf of itself, the Town of Poughkeepsie and the City of Poughkeepsie (both of which consented to the G/V Agreement), agreed to sell such surplus water to the Town of Hyde Park on the terms and conditions set forth in the G/V Agreement;

WHEREAS, the Town of Hyde Park, acting on behalf of the Arbors Water District, the Town of Poughkeepsie, the City of Poughkeepsie, and the Board entered into that certain Agreement, dated September 3, 2002 and amended on September 8, 2010 (the "Arbors Agreement" and, along with the G/V Agreement, the "Agreements"), pursuant to which the Town of Hyde Park agreed to purchase a specified amount of Potable Water (as defined in the Arbors Agreement) from the Board and the Board, on behalf of itself, the Town of Poughkeepsie and the City of Poughkeepsie (both of which consented to the Arbors Agreement), agreed to sell such surplus water to the Town of Hyde Park on the terms and conditions set forth in the Arbors Agreement;

WHEREAS, in conjunction with the transfer of ownership of the Greenbush, Violet Avenue and Arbors Water Districts from the Town of Hyde Park to DCWWA, the Town of Hyde Park wishes to assign all of the Town's rights under the Agreements to the DCWWA, and the DCWWA wishes to assume all of the Town's obligations under the Agreements, as more particularly described herein (collectively, the "Assignment and Assumption");

WHEREAS, the Town of Poughkeepsie, the City of Poughkeepsie and the Board have been asked to consent to the Assignment and Assumption;

WHEREAS, the Town of Poughkeepsie, the City of Poughkeepsie and the Board have agreed to consent to the Assignment and Assumption subject to the terms and conditions set forth herein.

NOW THEREFORE, In consideration of the foregoing and the mutual covenants and promises set forth in this Assignment and Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town of Hyde Park, DCWWA, Town of Poughkeepsie, the City of Poughkeepsie and the Board agree as follows:

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2. Assignment of Certain Rights. Town of Hyde Park hereby assigns to DCWWA all of the Town of Hyde Park's rights under the Agreements.
3. Assumption of Obligations. DCWWA hereby assumes all of the Town of Hyde Park's obligations under the Agreements.
4. Town of Hyde Park's Acknowledgements, Representations and Warranties. Town of Hyde Park represents and warrants to the Town of Poughkeepsie, the City of Poughkeepsie and the Board as of the date of this Agreement that:
  - a. Town of Hyde Park has no defenses, offsets or counterclaims to the performance of Town of Hyde Park's obligations under the Agreements;
  - b. There are no defaults by Town of Hyde Park under the provisions of the Agreements; and
  - c. All provisions of the Agreements are in full force and effect.

The Town of Hyde Park understands that each of the other parties hereto will rely on the representations and warranties contained herein.

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  - a. DCWWA acknowledges, ratifies, assumes and agrees to be bound by the terms and conditions of the Agreements; and
  - b. DCWWA represents and warrants to the Town of Poughkeepsie, the City of Poughkeepsie and the Board as of the date of this Agreement and after due diligence and reasonable inquiry that the representations and warranties contained in Section 4(a) through (c) above are true and correct to the best of DCWWA's knowledge.

DCWWA understands that each of the other parties hereto will rely on the representations and warranties contained herein.

6. The Board's Acknowledgements, Representations and Warranties.
  - a. The Board acknowledges that there are no defaults by Town of Hyde Park under the provisions of the Agreements.
  
7. Consent to Assignment and Assumption. Each of the Town of Poughkeepsie, the City of Poughkeepsie and the Board hereby consents to the Assignment and Assumption, subject to the terms and conditions set forth in this Agreement. The consent of the Town of Poughkeepsie, the City of Poughkeepsie and the Board to the Assignment and Assumption is not intended to be and shall not be construed as consent to any subsequent transfer, assignment and/or assumption which requires any of the Town of Poughkeepsie's, the City of Poughkeepsie's and/or the Board's consent pursuant to the terms of the Agreements.
  
8. Effective Date. The Assignment and Assumption of the G/V Agreement shall become effective as of the date that ownership of the Greenbush and Violet Avenue Water Districts transfer to the DCWWA. The Assignment and Assumption of the Arbors Agreement shall become effective as of the date that ownership of the Arbors Water District transfers to the DCWWA. In each circumstance the Town and the DCWWA shall provide notice to the Board of the effective date of the assignment. If the assignment occurs on a date other than the start of a new billing cycle, DCWWA shall be fully responsible for all outstanding billing.
  
9. Notices. All notices, electronic and written communication between the parties concerning this Agreement, except the Board's invoices and remittance's to the Board, shall be deemed to have been delivered upon receipt or the party's intentional refusal to accept delivery to the following addresses:

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Town of Hyde Park  
4383 Albany Post Road  
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Attn: Supervisor  
Fax: \_\_\_\_\_

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27 High Street  
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Attn: Executive Director  
Fax: \_\_\_\_\_

If to the Board

Joint Water Project Board  
3431 North Road  
Poughkeepsie, New York 12601  
Attn: Water Plant Administrator  
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If to the City of Poughkeepsie

City of Poughkeepsie  
P.O. Box 300  
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Attn: Mayor  
Fax Number: 451-4201

If to the Town of Poughkeepsie

Town of Poughkeepsie  
Town Hall - One Overocker Road  
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10. Miscellaneous.

- a. This Agreement shall be construed according to and governed by the laws of New York State without regard to its conflicts of law principles.
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- c. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto.
- d. The captions contained in this Agreement are for convenience of reference only and in no event define, describe or limit the scope or intent of this Agreement or any of the provisions or terms hereof.
- e. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives and successors.
- f. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same documents. All such counterparts shall be construed together and shall constitute one instrument, but

in making proof hereof it shall only be necessary to produce one such counterpart.

- g. Except as expressly modified hereby or as contemplated herein, the Agreements shall remain in full force and effect.
- h. THIS AGREEMENT, AND THE G/V AGREEMENT AND THE ARBORS AGREEMENT REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**TOWN OF HYDE PARK**

By: \_\_\_\_\_  
Name:  
Title:

**DUTCHESS COUNTY WATER & WASTEWATER  
AUTHORITY**

By: \_\_\_\_\_  
Name:  
Title:

**POUGHKEEPSIE'S JOINT WATER PROJECT  
BOARD**

By: \_\_\_\_\_  
Name:  
Title: Chairman

**Approved:**

**TOWN OF POUGHKEEPSIE**

By: \_\_\_\_\_  
Name:  
Title: Supervisor

**CITY OF POUGHKEEPSIE**

By: \_\_\_\_\_  
Name:  
Title: Mayor

ACKNOWLEDGMENT

STATE OF NEW YORK     )  
  ) SS.:  
COUNTY OF DUTCHESS    )

On the \_\_\_ day of \_\_\_\_\_, in the year 2015, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK     )  
  ) SS.:  
COUNTY OF DUTCHESS    )

On the \_\_\_ day of \_\_\_\_\_, in the year 2015, 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 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



OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

State of New York  
 Executive Department  
 Division of Alcoholic Beverage Control  
 State Liquor Authority

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board**  
 (Page 1 of 2 of Form)

CITY OF Poughkeepsie  
 CITY CHAMBERLAIN  
 2015 SEP 29 PM 2:07

1. Date Notice was Sent: (mm/dd/yyyy) 9/29/15

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License  
 New Application  Renewal  Alteration  Corporate Change

This 30-Day Advance Notice is Being Provided to the Clerk of the following Local Municipality or Community Board

3. Name of Municipality or Community Board: CITY OF Poughkeepsie

**Applicant/Licensee Information**

4. License Serial Number, if not New Application: 2005503 Expiration Date, if not New Application: 10/31/15

5. Applicant or Licensee Name: DUTCHESS CO CASA ITALIANA

6. Trade Name (if any): N/A

7. Street Address of Establishment: 227 MILL ST

8. City, Town or Village: POUGHKEEPSIE, NY Zip Code: 12601

9. Business Telephone Number of Applicant/Licensee: 845-454-1492

10. Business Fax Number of Applicant/Licensee: 452-8720

11. Business E-mail of Applicant/Licensee: ITALIAN CENTER 1492@YAHOO.COM

**For New applicants, provide description below using all information known to date.**  
**For Alteration applicants, attach complete description and diagram of proposed alteration(s).**  
**For Current Licensees, set forth approved Method of Operation only.**  
**Do Not Use This Form to Change Your Method of Operation.**

12. Type(s) of Alcohol sold or to be sold: ("X" One)  Beer Only  Wine & Beer Only  Liquor, Wine & Beer

13. Extent of Food Service: ("X" One)  Restaurant (Sale of food primarily; Full food menu; Kitchen run by chef)  Tavern/Cocktail Lounge/Adult Venue/Bar (Alcohol sales primarily; Meets legal minimum food availability requirements)

14. Type of Establishment: ("X" all that apply)

<input type="checkbox"/> Recorded Music	<input type="checkbox"/> Live Music	<input type="checkbox"/> Disc Jockey	<input type="checkbox"/> Juke Box	<input type="checkbox"/> Karaoke Bar	<input type="checkbox"/> Stage Shows
<input checked="" type="checkbox"/> Patron Dancing (small scale)	<input type="checkbox"/> Cabaret, Night Club (Large Scale Dance Club)	<input type="checkbox"/> Catering Facility			
<input type="checkbox"/> Capacity of 600 or more patrons	<input type="checkbox"/> Topless Entertainment	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Hotel		
<input type="checkbox"/> Recreational Facility (Sports Facility/Vessel)	<input checked="" type="checkbox"/> Club (e.g. Golf Club/Fraternal Org.)	<input type="checkbox"/> Bed & Breakfast			
<input type="checkbox"/> Seasonal Establishment					

15. Licensed Outdoor Area: ("X" all that apply)

<input checked="" type="checkbox"/> None	<input type="checkbox"/> Patio or Deck	<input type="checkbox"/> Rooftop	<input type="checkbox"/> Garden/Grounds	<input type="checkbox"/> Freestanding Covered Structure
<input type="checkbox"/> Sidewalk Cafe	<input type="checkbox"/> Other (specify):	<span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>		

OFFICE USE ONLY		
<input type="radio"/> Original	<input type="radio"/> Amended	Date _____

State of New York  
 Executive Department  
 Division of Alcoholic Beverage Control  
 State Liquor Authority

**Standardized NOTICE FORM for Providing 30-Day Advanced Notice to a Local Municipality or Community Board**

(Page 2 of 2 of Form)

16. List the floor(s) of the building that the establishment is located on:
17. List the room number(s) the establishment is located in within the building, if appropriate:
18. Is the premises located with 500 feet of three or more on-premises liquor establishments?  Yes  No
19. Will the license holder or a manger be physically present within the establishment during all hours of operation?  Yes  No
20. Does the applicant or licensee own the building in which the establishment is located? ("X" One)  Yes (If Yes SKIP 21-24)  No

**Owner of the Building in Which the Licensed Establishment is Located**

21. Building Owner's Full Name:
22. Building Owner's Street Address:
23. City, Town or Village:  State:  Zip Code:

**Attorney Representing the Applicant in Connection with the Applicant's License Application Noted as Above for the Establishment Identified in this Notice**

25. Attorney's Full Name:
26. Attorney's Street Address:
27. City, Town or Village:  State:  Zip Code:
28. Business Telephone Number of Attorney:
29. Business Email Address of Attorney:

I am the applicant or hold the license or am a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under **Penalty of Perjury** - that the representations made in this form are true.

30. Printed Name:  Title:

Signature:  