PUBLIC WORKS AND CAPITAL PROJECTS

RESOLUTION NO. 2025161

RE: AUTHORIZING AMENDMENT TO LEASE AGREEMENT WITH HOPEWELL DEPOT MUSEUM FORMERLY KNOWN AS HOPEWELL DEPOT RESTORATION CORPORATION

Legislators METZGER, HOUSTON, PAOLONI, D'AQUANNI, GORMAN, CASWELL, and KAUL offer the following and move its adoption:

WHEREAS, by Resolution No. 970166 (266 of 1997), this Legislature authorized the transfer of the Hopewell Depot building to the Hopewell Depot Restoration Corporation ("Restoration Corp."), along with a lease of the land on which the building is located, and an easement for ingress and egress to such land, and

WHEREAS, by Resolution No. 2015115, this Legislature authorized a new Lease Agreement with Restoration Corp. (County Contract No. 12-0428-8/27-PW) for the term of September 1, 2012, through August 31, 2027, and

WHEREAS, by Resolution No. 201724, this Legislature authorized an Amendment to the Lease Agreement with Restoration Corp. (County Contract No. 12-0428-8/27-PW-A1) dated February 14, 2018, adding two parcels of land to the existing land leased by Restoration Corp. from the County, allowing for a solar powered light signal and the construction of a pavilion on the additional land, and

WHEREAS, by Resolution No. 2021042, this Legislature authorized an Amendment to the Lease Agreement with Restoration Corp. (County Contract No. 12-0428-8/27-PW-A2) dated April 7, 2021, to add an additional parcel of land to the existing land leased by Restoration Corp. from the County, allowing for the Restoration Corp. to stage a refurbished caboose on the site and display railroad artifacts, and conduct events/activities that would not interfere with the users of the WRSDRT or take place on any part of the paved surface of the WRSDRT, and

WHEREAS, on March 11, 2019, Hopewell Depot Restoration Corporation was merged into Hopewell Depot Museum by the University of the State of New York Education Department; and

WHEREAS, the Commissioner of Public Works advises that the Hopewell Depot Museum wishes to further amend the Lease Agreement to add an additional parcel entitled "Parcel E", Grid number: 6357-02-906965, containing approximately 837 square feet or 0.019 acres which is property within the County's right of way in order to install a water fountain to be used by the public, and

WHEREAS, a copy of the proposed Amendment to Lease Agreement, for the term of September 1, 2025 through August 3, 2027, is attached hereto, now therefore, be it

RESOLVED, that the Legislature hereby approves the proposed Amendment to Lease Agreement and authorizes the County Executive or her designee to execute the Amendment to Lease Agreement, in substantially the same form as attached hereto, as well as any and all other documents that may be necessary to effectuate such Agreement.

CA-120-25
AMS/mar/rjw
R-0659-A
09/10/25; rev'd 9/15/25
Fiscal Impact: See attached statement

APPROVED
Sue Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date 10/16/25

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 14th day of October 2025, 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 14th day of October 2025.

DUTCHESS COUNTY SEAL

Leigh Wager
LEIGH WAGER, 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:

Hopewell Depot Museum requests the lease of Parcel E (property within the County owned ROW) in order to have installed a water fountain to be used by the public. Please see attached draft agreement for particulars.

Prepared by: David C. Whalen DCW Prepared On: 9/2/25

Dut pdf

# AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY"), and **HOPEWELL DEPOT MUSEUM**, a not-for-profit corporation whose address is P.O. Box 1044, 36 Railroad Avenue, Hopewell unction, new York 12533 (hereinafter referred to as the "Museum").

***WITNESSETH:***

WHEREAS, the parties hereto made and entered into a Lease Agreement dated June 8, 2015 (County Contract No. 12-0428-8/27-PW) for the lease of land and a building known as the Hopewell Depot on the William R. Steinhaus Dutchess Rail Trail (WRSDRT) which is owned by the County, and which Lease Agreement was amended by County Contract No. 12-0428-8/27-PW-A1, dated February 14, 2018, and again by County Contract No. 12-0428-8/27-PW-A2, dated April 7, 2021, and

WHEREAS, the parties desire to further amend said Lease Agreement upon the terms and conditions hereinafter set forth, now, therefore, it is mutually agreed by and between the parties hereto that County Contract No. 12-0428-8/27-PW, dated June 8, 2015, is hereby further amended upon the following terms and conditions.

1. Paragraph entitled "Lease of Land," shall contain an additional paragraph providing as follows:

The County hereby leases to the Museum one parcel of property designated as Parcel E on the survey map which is Exhibit "E1" annexed hereto. The metes and bounds descriptions for Parcel E is annexed hereto as Exhibit "E2". In addition, the volunteers of the Museum, along with the visitors to the site, have the right to cross over County owned property for the purposes of ingress and egress to the leased premises.

2. Paragraph entitled "Term of Agreement," shall provide as follows:

This Amendment to Lease Agreement shall be effective September 1, 2025, and shall terminate on August 3, 2027, unless otherwise terminated as set forth herein.

3. The Museum shall have the right to use the leased premises to construct a water fountain for area users and visitors which shall not interfere with the use of the WRSDRT. In addition to the maintenance responsibilities found in section 9 of the underlying Lease Agreement, the Museum shall be responsible for all costs and expenses associated with the installation and use of the water fountain including but not limited to costs and expenses related to construction, maintenance, and removal of the water fountain. In accordance with section 13 of the underlying Lease Agreement, upon removal of the fountain, the Museum agrees to return the area back to its original state as it existed at the time just prior to construction, reasonable wear and tear accepted.

4. Paragraph entitled "Insurance Requirements" shall provide as follows:

At all times during the term of this Agreement, the Restoration Corp. and its sub-contractors, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, 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 Restoration Corp. 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 Restoration Corp. is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

**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 County 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.

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

**(A)** The County of Dutchess must be listed 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 in favor of the County of Dutchess.

**(D)** The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.

**(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 in favor of the County of Dutchess 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. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Restoration Corp.. The Restoration Corp. and subcontractors, if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Restoration Corp. may be suspended in the event the Restoration Corp. and his subcontractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Restoration Corp. to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Restoration Corp. to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Restoration Corp. from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Restoration Corp. concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Restoration Corp. until the Restoration Corp. furnishes such additional security as is determined necessary by the County.

5. New Paragraph entitled "Non-Assignment" shall provide as follows:

This Agreement may not be assigned by the Museum without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the

New York State general Municipal Law Section 109 in the event of such unauthorized assignment.

6. New Paragraph entitled "Counterparts; Signatures Transmitted By Electronic Means" shall provide as follows:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does contemplate the use of "electronic signatures" through DocuSign.

7. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20__.

APPROVED AS TO FORM:

_____
County Attorney's Office

ACCEPTED : COUNTY OF DUTCHESS

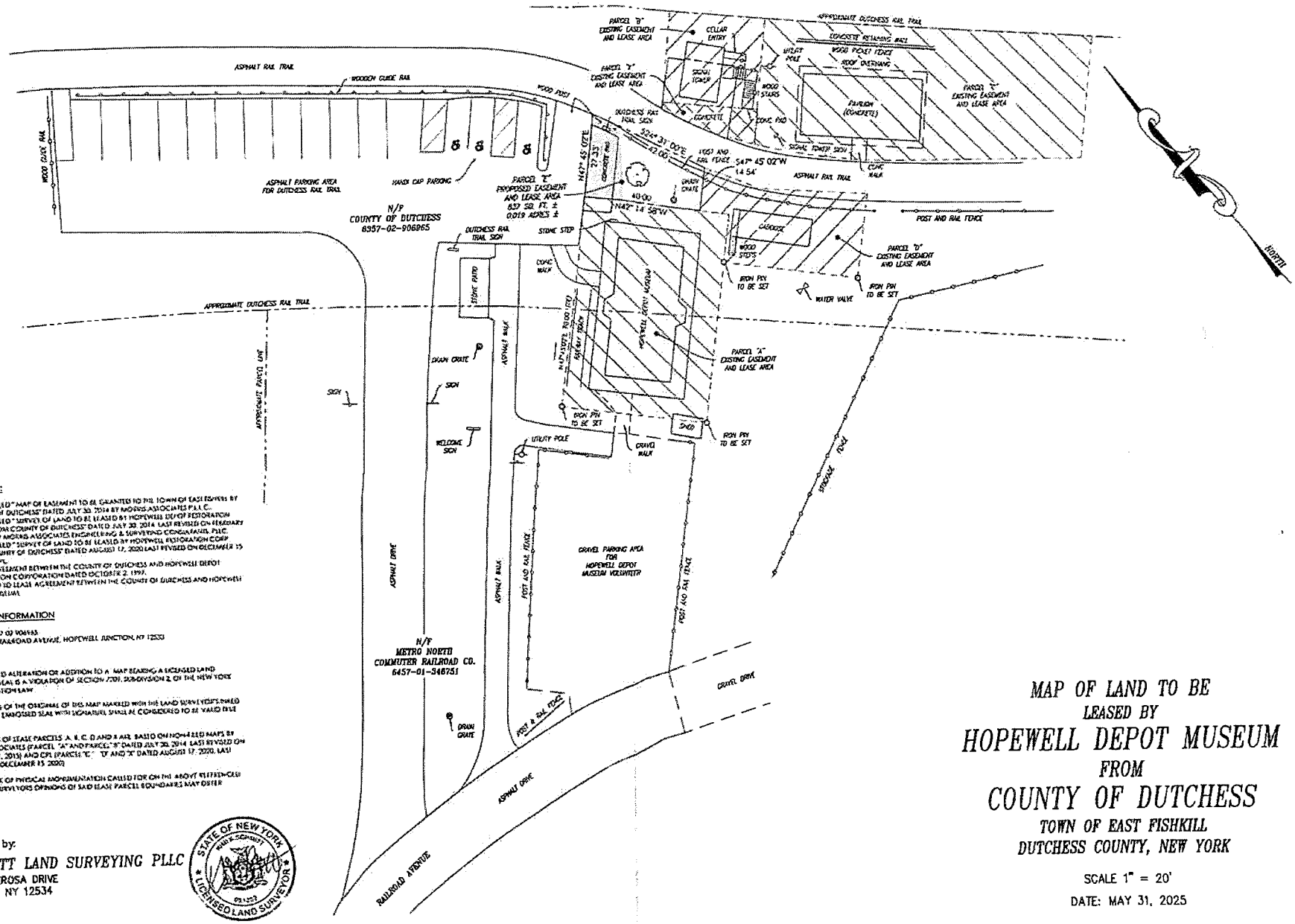
By _____
Sue Serino
County Executive

APPROVED AS TO CONTENT:

_____
Department of Public Works

HOPEWELL MUSEUM

By _____
Print Name _____
Title _____




REFERENCES:

- MAP ENTITLED " MAP OF EASEMENT TO BE GRANTED TO THE TOWN OF EAST FISHKILL BY COUNTY OF DUTCHESS" DATED JULY 30, 2014 BY MORRIS ASSOCIATES P.L.L.C.
- MAP ENTITLED " SURVEY OF LAND TO BE LEASED BY HOPEWELL DEPOT RESTORATION CORP. FROM COUNTY OF DUTCHESS" DATED JULY 30, 2014 LAST REVISED ON FEBRUARY 17, 2015 BY MORRIS ASSOCIATES ENGINEERING & SURVEYING CONSULTANTS, PLLC.
- MAP ENTITLED " SURVEY OF LAND TO BE LEASED BY HOPEWELL RESTORATION CORP. FROM COUNTY OF DUTCHESS" DATED AUGUST 17, 2020 LAST REVISED ON DECEMBER 15, 2020 BY CPL
- LEASE AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND HOPEWELL DEPOT RESTORATION CORPORATION DATED OCTOBER 2, 1997.
- AMENDED TO LEASE AGREEMENT BETWEEN THE COUNTY OF DUTCHESS AND HOPEWELL DEPOT MUSEUM.

PROPERTY INFORMATION

PARCEL # 6357 07 906983
ADDRESS 36 RAILROAD AVENUE, HOPEWELL JUNCTION, NY 12533

UNAUTHORIZED ALTERATION OR ADDITION TO A MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW

ONLY COPIES OF THE ORIGINAL OF THIS MAP MARKED WITH THE LAND SURVEYOR'S INKED SEAL OR INK EMBOSSED SEAL WITH SIGNATURE SHALL BE CONSIDERED TO BE VALID TRUE COPIES

BOUNDARIES OF LEASE PARCELS A, B, C, D AND E ARE BASED ON NON-FIELD MAPS BY MORRIS ASSOCIATES (PARCEL "A" AND PARCEL "B" DATED JULY 30, 2014 LAST REVISED ON FEBRUARY 17, 2015) AND CPL (PARCEL "C", "D" AND "E" DATED AUGUST 17, 2020, LAST REVISED ON DECEMBER 15, 2020)

DUE TO LACK OF PHYSICAL MONUMENTATION CALLED FOR ON THE ABOVE REFERENCED MAPPING, SURVEYORS OPINIONS OF SAID LEASE PARCEL BOUNDARIES MAY DIFFER

Prepared by:
SCHMITT LAND SURVEYING PLLC
6 PONDEROSA DRIVE
HUDSON, NY 12534

STATE OF NEW YORK
KIMI K. SCHMITT
050253
LICENSED LAND SURVEYOR

KIMI K. SCHMITT, P.L.S.
N.Y.S. Lic. No. 050253

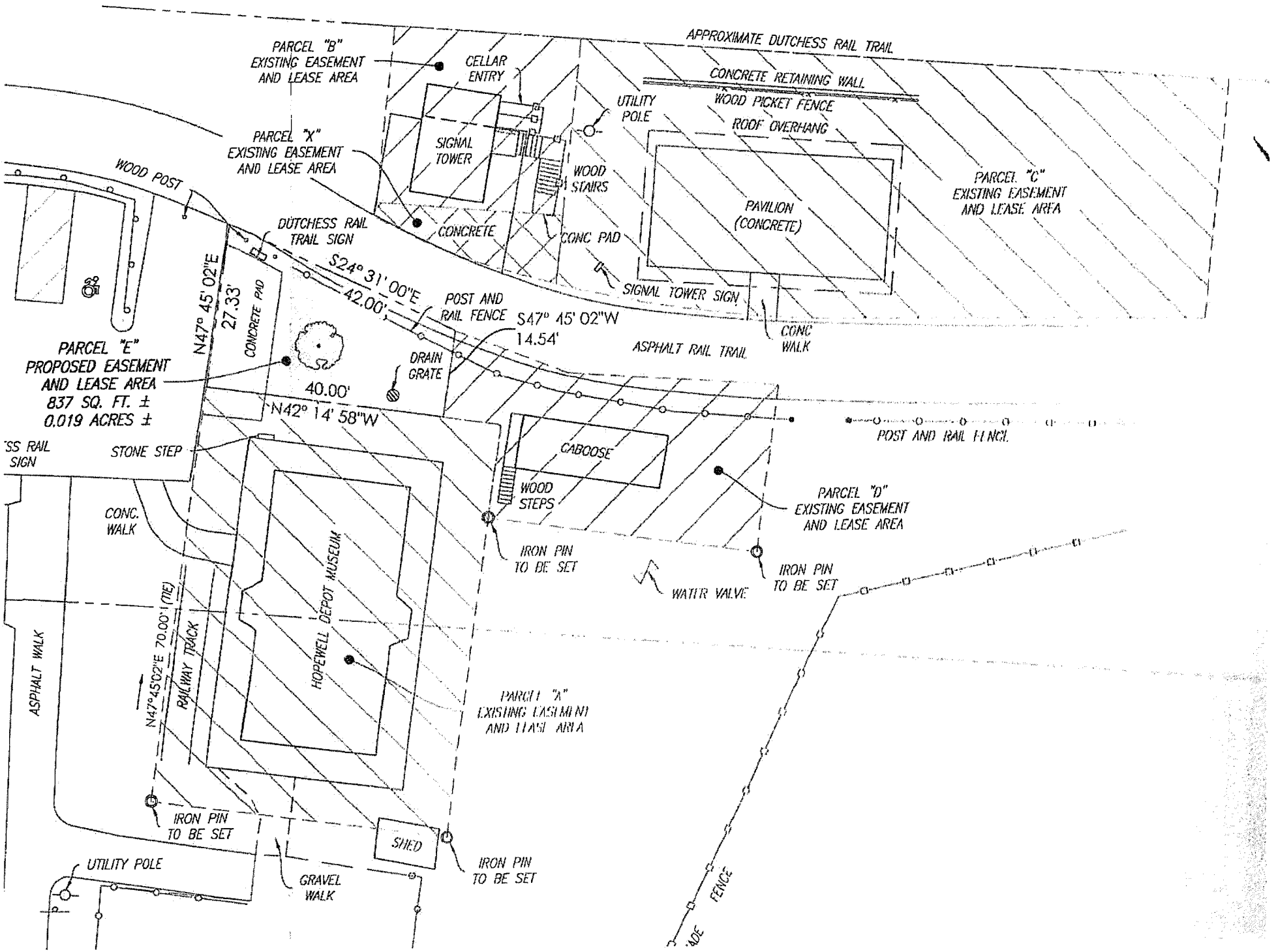
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# MAP OF LAND TO BE LEASED BY HOPEWELL DEPOT MUSEUM FROM COUNTY OF DUTCHESS

TOWN OF EAST FISHKILL
DUTCHESS COUNTY, NEW YORK

SCALE 1" = 20'

DATE: MAY 31, 2025


APPROXIMATE DUTCHESS RAIL TRAIL
PARCEL "B"
EXISTING EASEMENT
AND LEASE AREA
CELLAR
ENTRY
CONCRETE RETAINING WALL
WOOD PICKET FENCE
ROOF OVERHANG
UTILITY
POLE
PARCEL "X"
EXISTING EASEMENT
AND LEASE AREA
SIGNAL
TOWER
WOOD
STAIRS
PAVILION
(CONCRETE)
PARCEL "C"
EXISTING EASEMENT
AND LEASE AREA
WOOD POST
DUTCHESS RAIL
TRAIL SIGN
CONCRETE
CONC PAD
SIGNAL TOWER SIGN
S24° 31' 00"E
42.00'
POST AND
RAIL FENCE
S47° 45' 02"W
14.54'
CONC
WALK
ASPHALT RAIL TRAIL
N47° 45' 02"E
27.33'
CONCRETE PAD
PARCEL "E"
PROPOSED EASEMENT
AND LEASE AREA
837 SQ. FT. ±
0.019 ACRES ±
DRAIN
GRATE
40.00'
N42° 14' 58"W
STONE STEP
CABOOSE
POST AND RAIL FENCE
WOOD
STEPS
PARCEL "D"
EXISTING EASEMENT
AND LEASE AREA
CONC.
WALK
IRON PIN
TO BE SET
IRON PIN
TO BE SET
WATER VALVE
HOPEWELL DEPOT MUSEUM
N47°45'02"E 70.00'± (TIE)
RAILWAY TRACK
ASPHALT WALK
PARCEL "A"
EXISTING EASEMENT
AND LEASE AREA
IRON PIN
TO BE SET
SHED
IRON PIN
TO BE SET
UTILITY POLE
GRAVEL
WALK
FENCE

*LEGAL DESCRIPTION of Parcel "E"*
*Land to be leased by Hopewell Depot Museum from County of Dutchess*
*Date: May 31, 2025*

*Affected Tax Parcel Number: 6357-02-906965*

*Metes and bounds description*

*ALL that parcel of land as shown as Parcel "E" on map entitled "Map of Land to be leased by Hopewell Depot Museum from County of Dutchess" by Schmitt Land Surveying PLLC dated May 31, 2025, situate in Town of East Fishkill, County of Dutchess and State of New York being more particularly bounded and described as follows:*

*BEGINNING at an iron pin at the northwesterly corner of Parcel "A" – Existing Easement and Lease area as shown on a map entitled "Survey of Land to be Leased by Hopewell Depot Restoration Corp. from County of Dutchess" by Morris Associates Engineering & Surveying Consultants, PLLC dated July 30, 2014 and last revised on February 17, 2015; thence running northeasterly along the northerly line of said Parcel "A", North 47° 45'02" East 70.00 feet to the Point of Beginning;*

*Thence running northeasterly along the northerly line of Parcel "E" as shown on the aforementioned map, North 47° 45'02" East 27.33 feet to a point at the northeasterly corner of herein described parcel; thence running southeasterly along the easterly line of said Parcel "E", South 24° 31'00" East 42.00 feet to a point at the northeasterly corner of Parcel "D" as shown on map entitled "Survey of land to be leased by Hopewell Depot Restoration Corp. from County of Dutchess" by CPL dated August 17, 2020, last revised on December 15, 2020; thence running southwesterly along the northerly line of said Parcel "D", South 47° 45'02" West 14.54 feet to a point at the easterly line of Parcel "A"; thence running northwesterly along the easterly line of Parcel "A", North 42° 14'58" West 40.00 feet to the point or place of Beginning.*

*Containing 0.019 acres (837 Sq. Ft) of land more or less.*

# *Public Works and Capital Projects Roll Call*

| *District* | *Name* | *Yes* | *No* |
|---|---|---|---|
| District 7 - Hyde Park and Pleasant Valley | Truitt* | ✓ | |
| District 25 - Amenia, Washington, Pleasant Valley & Millbrook | Houston* | | |
| District 3 - LaGrange | Polasek* | | |
| District 16 - Fishkill and Beacon | Valdés Smith* | | |
| District 9 - City of Poughkeepsie | Atkins* | | |
| District 1 - Town of Poughkeepsie | Gorman | | |
| District 10 - City of Poughkeepsie | Johnson (VC) | Absent | |
| District 12 - East Fishkill | Metzger (C) | | |
| District 13 - East Fishkill and Wappinger | Paoloni | | |
| District 15 - Wappinger | Faust | | |
| District 20 - Red Hook, Tivoli, and Rhinebeck | Munn | | |
| District 23 - Pawling, Beekman and East Fishkill | Rolison | Absent | |

Present: 10
Absent: 2
Vacant: 0

Resolution: ✓
Motion: ___

Total : 10 Yes 0 No
Abstentions: 0

2025161 AUTHORIZING AMENDMENT TO LEASE AGREEMENT WITH HOPEWELL DEPOT MUSEUM FORMERLY KNOWN AS HOPEWELL DEPOT RESTORATION CORPORATION

OCTOBER 9, 2025

# Roll Call Sheets

| District | Last Name | YES | NO |
|---|---|---|---|
| District 7 - Hyde Park and Pleasant Valley | Truitt | ✓ | |
| District 25 - Amenia, Washington, Pleasant Valley & Millbrook | Houston | | |
| District 3 - LaGrange | Polasek | | |
| District 16 - Fishkill and Beacon | Valdés Smith | | |
| District 9 - City of Poughkeepsie | Atkins | | |
| District 1 - Town of Poughkeepsie | Gorman | | |
| District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie | Travelpiece | | |
| District 4 - Hyde Park and Town of Poughkeepsie | Lawler | | |
| District 5 - Town of Poughkeepsie | D'Aquanni | | |
| District 6 - Town of Poughkeepsie | Kaul | | |
| District 8 - City and Town of Poughkeepsie | Brendli | Absent | |
| District 10 - City of Poughkeepsie | Johnson | Absent | |
| District 11 - Clinton, Pleasant Valley, and Rhinebeck | Kearney | | |
| District 12 - East Fishkill | Metzger | | |
| District 13 - East Fishkill and Wappinger | Paoloni | Absent | |
| District 14 - Wappinger and Town of Poughkeepsie | Versaci | Absent | |
| District 15 - Wappinger | Faust | | |
| District 17 - Town and Village of Fishkill | McHoul | | |
| District 18 - City of Beacon and Fishkill | Page | Absent | |
| District 19 - North East, Stanford, Pine Plains, Milan & Red Hook | Drago | | |
| District 20 - Red Hook, Tivoli, and Rhinebeck | Munn | | |
| District 21 - East Fishkill | Caswell | | |
| District 22 - Beekman and Union Vale | Garito | | |
| District 23 - Pawling, Beekman and East Fishkill | Rolison | Absent | |
| District 24 - Dover and Pawling | House | | |

**Present:** 19 **Resolution:** ✓ **Total :** 19 **Yes** 0 **No**

**Absent:** 6 **Motion:** ____

**Vacant:** 0 **Abstentions:** 0

2025161 AUTHORIZING AMENDMENT TO LEASE AGREEMENT WITH HOPEWELL DEPOT MUSEUM FORMERLY KNOWN AS HOPEWELL DEPOT RESTORATION CORPORATION

OCTOBER 14, 2025