PUBLIC SAFETY

RESOLUTION NO. 2025156

RE: AUTHORIZING INTERMUNICIPAL AGREEMENT FOR THE COUNTY TO LEASE TOWER SPACE AT 14 DESTINY LANE IN THE VILLAGE OF MILLERTON PERTAINING TO THE DEPARTMENT OF EMERGENCY RESPONSE

Legislators FAUST, HOUSTON, D'AQUANNI, GORMAN, and CASWELL offer the following and moves 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, General Municipal Law Section 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, the Village of Millerton (the "Village") is the rightful owner of a radio communications tower, communications building and real property located at 14 Destiny Lane in the Village of Millerton, and

WHEREAS, by Village Board Resolution No. 2025-41, the Village is authorized to enter into an agreement with the County of Dutchess to lease such space to the Department of Emergency Response, and

WHEREAS, the Department of Emergency Response requests authorization and approval to enter into a Lease Agreement with the Village for the rental of certain space upon the tower necessary for the purpose of a functioning public safety communications system at the tower site, and

WHEREAS, it is necessary for this Legislature to approve the annexed intermunicipal agreement and to authorize the County Executive or her 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 her designee, to execute said inter-municipal Agreement on behalf of the County of Dutchess in substantially the same form as annexed hereto.

CA-115-25; LDF/mar/rjw; R-1090; 09/03/25; Fiscal Impact: See attached

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.

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

DUTCHESS COUNTY SEAL

Dwight 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 $ 26,900.00

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.3020.4571.63 Rent
A.3020.4127 Propane
A.3020.4220 Electric
A.3020.4625 Pest Control
A.3020.4612 Repairs to Equip

Related Expenses: Amount $ 8,900

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $ 26,900.00
Over Five Years: $140,064

Additional Comments/Explanation:

The Department of Emergency Response is requesting Legislature approval to enter into an intermunicipal agreement with the Village of Millerton to utilize an existing tower and install transmitters, receivers, filters and other necessary equipment for the county's trunked radio system.

Prepared by: Lynn Marchi, Business Manager Prepared On: 08/29/2025

Dut.pdf

LEASE AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **VILLAGE OF MILLERTON,** a municipal corporation with principal offices located at 5933 N. Elm Avenue, Millerton, New York 12546 (hereinafter referred to as the "LESSOR"), and the **COUNTY OF DUTCHESS**, a municipal corporation, with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "LESSEE/COUNTY").

WITNESSETH:

WHEREAS, the Lessor is the rightful owner of a radio communications tower, communications building, and the real property located at 14 Destiny Lane, Village of Millerton, Dutchess County, New York, bearing tax identification number 133801-7271-14-341478-0000, and

WHEREAS, the Lessee desires to rent space on the top of the water tank for communications equipment and shelter space for the installation of antennas and equipment as set forth herein, and

WHEREAS, the Mayor of the Village has been authorized to execute this Lease Agreement pursuant to Village Board Resolution No. 2025-41, and

WHEREAS, the County Executive has been authorized to execute this Lease Agreement pursuant to Dutchess County Legislature's Resolution No. _____, and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and consideration hereinafter set forth, the parties hereto mutually agree to the following terms and conditions.

1. LEASED PROPERTY. Lessor hereby demises and leases unto the Lessee space at the top level of the water tower for the installation of multiple antenna and transmission lines, as is more particularly identified in Exhibit "A", annexed hereto. In addition, the Lessor hereby leases to the Lessee approximately 230 square feet of secure space within Lessor's abandoned communications building for the purpose of installing transmitters, receivers, filters, and any other equipment necessary for the purpose of a functioning public safety communications system. Lessee will have exclusive rights to the shelter and all future tenants at the site are prohibited from collocating inside the same shelter as the Lessee

In addition to the leased property provided to the Lessee, the Lessee will provide the Lessor with the following:

(1) 6'-6" X 8'-0' concrete equipment pad for a future shed to house Lessor's water monitoring equipment (shed is to be purchased, delivered and installed by the Lessor or their vendors)

(1) 20A-1P Circuit in the main breaker panel of the shelter for the Lessor's water monitoring equipment, this circuit will be tied into the Lessee's generator & ATS for emergency backup power in the event of a power failure.

(1) underground PVC conduit with conductors between the shelter & the new concrete pad.

Lessee will have exclusive rights to the shelter and all future tenants at the site are prohibited from collocating inside the same shelter as the Lessee.

Lessee shall construct all improvements in accordance with the plans approved set forth in Exhibit A.

2. **TERM**. The term of this Agreement is effective as of October 1, 2025, and shall terminate on September 30, 2030, unless otherwise terminated herein, and subject to the terms of the executory provisions contained in paragraph "19" of this Agreement.

3. **RENT**. Lessee shall pay the Lessor rent as full and complete consideration for the services rendered as follows:

Year 1: October 1, 2025 – September 30, 2026, the annual rental amount of Eighteen Thousand and 00/100 ($18,000.00) Dollars, payable in equal monthly installments in advance on the first day of each month;

Year 2: October 1, 2026 – September 30, 2027, the annual rental amount of Eighteen Thousand Five Hundred Forty and 00/100 ($18,540.00) Dollars, payable in equal monthly installments in advance on the first day of each month;

Year 3: October 1, 2027 – September 30, 2028, the annual rental amount of Nineteen Thousand Ninety-Six and 20/100 ($19,096.20) Dollars, payable in equal monthly installments in advance on the first day of each month;

Year 4: October 1, 2028 – September 30, 2029, the annual rental amount of Nineteen Thousand Six Hundred Sixty-Nine and 09/100 ($19,669.09) Dollars, payable in equal monthly installments in advance on the first day of each month; and

Year 5: October 1, 2029 – September 30, 2030, the annual rental amount of Twenty Thousand Two Hundred Fifty-Nine and 16/100 ($20,259.16) Dollars, payable in equal monthly installments in advance on the first day of each month.

4. **OPTION TO RENEW**. Provided the Lease Agreement is in full force and effect and provided the Lessee has met all of the terms and conditions herein, the Lessee has the option to renew this Lease for two (2) additional five-year terms, to be memorialized in a further written Agreement which shall include a breakdown of the annual rent as similarly set forth above in consideration of the following: The annual rent for years six through fifteen shall be increased by three percent (3%) annually on the anniversary date or be adjusted by the published consumer price index as reported for the previous twelve months, which ever percentage is greater.

5. INSTALLATION AND MAINTENANCE. The Lessee shall, at its own cost and expenses, install and make all repairs to its equipment and space located on the Premises. Installation of antennas and transmission lines, or any other work performed upon the communications tower shall be carried out by a communications contracting company experienced in tower antenna work. All work performed by Lessee or its representatives shall be done in a good and workmanlike manner and in accordance with all local, state and federal requirements. Lessee, its employees and agents shall use reasonable care not to disturb or cause damage to any portion of the Premises not subject to this Lease. Additionally, the Lessee's contractor shall be approved in advance, by Lessor, or Lessor's representative. Such approval shall not be unreasonably conditioned or withheld. Lessee shall pay its contractors directly for their services upon submission of statements in a form satisfactory to the Lessee and Lessee shall continuously insure that no lien is placed upon the Lessor's premises. Lessor has the right to demand that Lessee's contractors execute a waiver of lien with respect to work performed on Lessor's premises.

6. INTERFERENCE. Lessor shall have the right to rent space on its antenna tower to any other person or persons desiring its facilities. The Lessee shall not cause, by its transmissions or other activities on the Premises, interference of any kind whatsoever to the Lessor's communications equipment, or to other tenants or Lessees at the facility. Upon Lessor's notification to Lessee that Lessee has caused interference, Lessee shall immediately and work diligently to correct any documented interference. Should said interference resolution require special parts or tools, or be subject to weather delays, Lessee shall continue to work diligently to correct said interference condition. In no case shall interference persist beyond thirty (30) calendar days without written permission of Lessor.

7. TOWER DAMAGE. In the event any portion of the Premises is fully or partially destroyed or damaged by fire, lightning, windstorm, explosion, collapse, vandalism, civil disturbance, aircraft or other vehicle damage or other casualty, Lessor may elect to terminate this Agreement.

If any portion of the Premises is in need of repair or is so damaged that reconstruction or repair cannot reasonably be undertaken without dismantling Lessee's antennae or equipment, Lessee shall, upon written notification to Lessee from Lessor, remove Lessee's equipment. Lessee shall be entitled to a pro-rata refund of its pre-paid rent for such time as it is unable to conduct its normal operations as a result of such total or partial destruction or damage or need of repair. Under no circumstances shall Lessor be liable for any loss due to business interruption caused by any of the aforementioned circumstances.

8. INDEMNIFICATION.

Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Premises or the space of which the Premises is a part, by the Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other Party, or its servants or agents.

In any matter in which indemnification hereunder would violate Section 5-322. I of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify either party for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of their employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the Lessee or Lessor.

The terms set forth in this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. INSURANCE REQUIREMENTS LESSEE:

At all times during the term of this Agreement, the Lessee shall maintain at his own cost the following insurance and shall provide proof thereof to the Lessor, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

a. **Worker's Compensation:** Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, Lessor shall provide:
   i. certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, OR
   ii. New York State Workers Compensation Notice of Compliance (Form C-105, Form U- 26.3, Form SI-12 or Form SI-105 21).
   iii. In the event that the Lessor 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. OR
   iv. 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 Lessee Self-insured Plan.

b. **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, property damage liability.

c. **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.

d. **Excess/Umbrella Liability:** Coverage with limits not less than $5,000,000 per occurrence with a $5,000,000 aggregate.

e. **Fire and property insurance** coverage in an amount sufficient to cover the full insurable value of the leased premises and improvements thereon. Such policy described in paragraph (b) shall contain a clause waiving all right of subrogation against the Lessee

regardless of the cause of the damage or loss. The term Lessee shall include all officers, agents and employees of the Lessee.

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

a) The Village of Millerton must be listed as certificate holder and additional insured for the LESSOR on the commercial general, umbrella/excess, and automobile liability policies.
b) 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.
c) The commercial general and automobile policies are primary and noncontributory.
d) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the Village of Millerton.
e) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the Village of Millerton by the LESSOR and for the LESSOR by the Village of Millerton.
f) 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 other party.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an AM. 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 AM. Best financial strength rating of A+ or higher.

Lessee must ensure that all independent contractors accessing Sites for or on behalf of Lessee maintain insurance as separately specified by Lessor.

Lessee agrees to provide a thirty (30) day notice prior to cancellation or material change in any policy required hereunder to the Village at the address listed below:

Village of Millerton
5933 N Elm Ave
Millerton, NY 12546

Increases to and Application of Limits. Following the first five (5) years of the Agreement's Term, if the commercial general liability limits and umbrella liability limits identified above are no longer reflective of then-current industry exposures and Lessor informs Lessee of same, then Lessor and Lessee shall in good faith meet and confer as early as reasonably practicable to mutually agree upon appropriate increases to said limits to cause them to be reflective of then-current industry standards. Such limit increases shall occur no more than once every five (5) years. The insurance requirements set forth herein shall not be construed to limit or otherwise affect the liability of Lessee.

Policies and Certificates. Lessee shall provide certificates of insurance evidencing said coverage to Lessor upon execution of the Agreement and at least annually as the policies renew. Any failure on the part of Lessor to request the required certificates of insurance shall not in any way

be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Lessor of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancelation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

10. INTENTIONALLY OMITTED

11. ELECTRIC UTILITIES. Lessee is responsible for all of their own utilities (power, fiber & telephone) at the site and will install their own electrical meter. Lessee will not permit any utility sharing with other tenants at the site. Lessee will cover the cost of powering the Lessor's water monitoring equipment since it is such a low power draw, so long as the use doesn't become excessive. Lessee shall review the Lessor's power draw every quarter to determine whether the use has exceeded a reasonable amount.

12. SERVICE INTERRUPTION. Lessor shall incur no liability to the Lessee for failure to furnish space or electrical power as provided herein, or the rendition of any services, if prevented by acts of God, strike, lockout or other differences with workers or industrial disturbance, act of the public enemy, war, blockade, public riot, lightening, fire, storm, flood, freeze, explosion or other casualty, compliance with laws, regulations or other governmental restraint, unavailability, shortage or failure of supply, equipment, material or labor, delay in or lack of transportation, breakdown or accident, and any other cause, whether of the kind specifically enumerated above or otherwise, or any other causes beyond its control. Under no circumstances shall Lessor be liable to Lessee for any loss due to aforementioned circumstances and shall only be liable for any amount equal to the pro-rata refund of Lessee's pre-paid rent for the period of interruption if caused by any other circumstances.

13. ACCESS TO PREMISES. The Lessee shall have a non-exclusive right to access to the Premises 24-hours per day, seven days per week, for the purpose of routine and emergency repairs to its equipment. Lessor shall use reasonable efforts to ensure that the Premises are accessible by a four-wheel drive vehicle or ATV or by foot at all times.

14. EMINENT DOMAIN. If the land upon which the Premises are located, is acquired or condemned under the power of Eminent Domain, in whole or in part, such that the Premises are unusable for the purposes set forth in this Agreement, whether by public authority, public utility or otherwise, the terms of this Agreement shall cease and be terminated as of the date title shall have vested in such public authority. Lessor shall be entitled to the entire amount of any condemnation award, except the Lessee shall be entitled to or make claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures.

15. TERMINATION AND DEFAULT.

Termination with cause: Either party shall give thirty (30) days written notice to the other party to correct any violation of the provisions of this Agreement, including the provision for the payment of rent. In the event the defaulting party has failed to correct said violation within the

period, the aggrieved party may, upon sixty (60) days additional written notice by registered mail, terminate this Agreement. The defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days, so long as the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion;

Termination without cause: Lessee may terminate this Lease Agreement upon thirty (30) days' notice in writing. The Lessee shall remove its equipment prior to the expiration of the thirty (30) day period at Lessee's sole cost and expense.

If the termination with cause or without cause happens during the initial term, or during any subsequent extension term, LESSEE is no longer responsible for any payments due aside from the last month paid.

16. REMOVAL OF LESSEE'S EQUIPMENT. At the termination of this Agreement, whether it expires by its own terms, or is cancelled by any reason, the Lessee at its own cost and expense, remove all of its equipment and antennae from the Premises within thirty (30) days following such termination and shall restore the Premises to substantially the same condition as existed prior to installation by Lessee, normal wear and tear excepted. If Lessee fails to remove its equipment and antennae as required, Lessee shall be deemed to have abandoned same and Lessor may remove and dispose of such equipment and antennae as it elects. Lessee shall pay Lessor for the actual costs of such removal and disposal, including without limitation, any legal fees incurred by Lessor.

17. RULES AND REGULATIONS. The Lessee shall comply with all reasonable rules and regulations annexed hereto as Exhibit "B" as may be imposed by the Lessor, including but not limited to maintaining its equipment in a reasonable and safe manner. In addition, the Lessee must comply with all local, state, and federal laws, including the proper licensing of its operational frequencies at the facility and the posting of safety signs as required by law.

18. ASSIGNMENT OR SUBLET. The Lessee shall not assign this Agreement nor sublet any or all of the leased facilities.,

19. LESSEE EXECUTORY CLAUSE. 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 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 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 Lessee 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 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.

20. **INTERPRETATION**. This Lease Agreement shall be subject to interpretation of the laws and rules of the State of New York.

21. **MODIFICATION**. No modification of this Lease Agreement shall be effective unless in writing and signed by the then authorized representative of both parties.

22. **NOTICE**. Any notice required or desired to be given or served by either party to this Lease Agreement shall be deemed to have been given or served by either party to this Lease Agreement when made in writing and mailed, by certified or registered mail, postage prepaid, addressed as follows:

If to Lessor:

Supervisor
Village of Millerton
5933 N. Elm Avenue
Millerton, NY 12546

If to Lessee:

Commissioner
Dutchess County Department of
Emergency Response
392 Creek Road
Poughkeepsie, NY 12601

The addresses may be changed from time to time by either party by serving notice provided, however, any notice changing the address to which rent payments are to be directed must be received by the Lessee at least ten (10) business days prior to the date when such change is to be effective.

23. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity legality -and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. **NO ORAL AGREEMENTS**. There are no oral agreements, representations or warranties between the parties hereto affecting this Lease Agreement and this Lease Agreement supersedes and cancels any and all other previous representations, negotiations, arrangements, and understandings, if any, between the parties hereto with respect to the subject matter hereof, and shall not be used to interpret or construe this Lease Agreement.

25. **LEASE BINDING ON HEIRS, SUCCESSORS, ETC**. All the terms, covenants, and conditions of this Lease Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto. The relationship created hereunder is solely one of Lessor and Lessee.

26. **CAPTIONS**. The captions are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Lease Agreement nor in any way affect the terms hereof.

27. **NON-WAIVER**. Failure to enforce any rights, options or privileges under any provision of this Lease Agreement shall not be deemed a waiver thereof and shall not preclude such

enforcement on any subsequent occasion. Further, the failure to enforce one right, option or privilege shall not be deemed a waiver of the right to enforce any other right, option or privilege.

28. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules (CPLR), both parties hereby consent to service of process by registered or certified mail, return receipt requested. Service hereunder shall be complete upon actual receipt of process or upon the receipt of the return thereof by the United States Postal Service as refused. The parties must promptly notify each other, in writing, of each and every change of address to which service of process can be made. Service to the last known address shall be sufficient. A party will have thirty (30) calendar days after service is complete in which to respond.

29. RECORD. The Lessee may record a Memorandum of Lease Agreement. The Lessor shall cooperate with the Lessee to accomplish such.

30. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Lease 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 not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

31. BINDING. This Lease Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Lessor at the address indicated in the introductory paragraph of this Lease Agreement.

32. PROJECT FINANCING AGREEMENT: This Lease Agreement is subordinate to the Project Financing Agreement dated January 1, 2025 between the Village of Millerton and the New York State Environmental Facilities Corporation. Lessee agrees not to interfere with any such financing as set forth between Lessor (Village of Millerton) and the New York State Environmental Facilities Corporation.

33. ACKNOWLEDGMENT OF OTHER LESSOR LEASES: Lessee acknowledges the existence of a lease agreement between Lessor and Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless dated June 8, 2010 and a lease agreement between Lessor and Dutchess County Cellular Telephone Co., d/b/a Cellular One, dated November 10, 2000, and further agrees not to interfere with such leases. This Lease Agreement between Lessor and Lessee is subject to the Verizon Wireless lease and the Cellular One lease, but no part of such agreements shall be read to require or obligate this Lessee (the County) to have accepted any rights, obligations, or responsibilities imposed on Lessor (Village of Millerton) through those Agreements.

34. ENTIRE AGREEMENT. The terms of this Lease Agreement, including its attachments, riders and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Lease Agreement shall be effective only if evidenced by a subsequent writing, which is executed and acknowledged by the parties with the same formalities accorded this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 2025.

APPROVED AS TO FORM:

_____
Dutchess County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
Susan J. Serino
County Executive

APPROVED AS TO CONTENT:

_____
Department of Emergency Response
By: _____
Title: _____

VILLAGE OF MILLERTON:

By: _____
Jennifer Najdek, Mayor

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

On this 28 day of August, 2025, before me, the undersigned, personally appeared **Jennifer Najdek, Mayor** 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 (s)he 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.

Lisa M Cope
Notary Public

Lisa M. Cope
Notary Public, State of New York
Reg. No. 01CO6293712
Qualified In Dutchess County
Commission Expires Dec. 16, 2025

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

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared **Susan J. Serino, County Executive**, 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

VILLAGE OF MILLERTON

5933 N ELM AVENUE
MILLERTON, NY 12546
PHONE 518-789-4489
FAX 518-789-6764
E-MAIL clerk@villageofmillerton-ny.gov

VILLAGE OF MILLERTON
RESOLUTION NO. 2025-41
DATED AUGUST 26, 2025

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE COUNTY OF DUTCHESS

WHEREAS, the County of Dutchess ("Dutchess County") has proposed to lease a portion of the Village of Millerton water tank and associated property for the installation of an emergency services antennae, which Premises is more specifically described in the form of Lease Agreement on file with the Village Clerk ("Agreement"); and

WHEREAS, Dutchess County will utilize space that was previously used by another telecommunications provider; and

WHEREAS, pursuant to 6 NYCRR 617.5(c)(26), routine or continuing agency administration is a Type II action under the State Environmental Quality Review Act; and

WHEREAS, the Village Board, after due deliberation, finds it in the best interests of the Village to enter into said Agreement.

NOW THEREFORE BE IT RESOLVED by the Village Board of the Village of Millerton, Dutchess County, New York (by the favorable vote of not less than a majority of all of the members of the Board) as follows:

1. The Village Mayor is hereby authorized and directed to execute the Lease Agreement in substantially the form on file with the Village Clerk, with such changes as shall be approved by the Village Mayor and which do not affect the substance thereof.

2. The Village Mayor, Village Clerk, and the Village's other officers, employees and agents are hereby authorized and directed for, and in the name and on behalf of the Village, to do all acts and things required or provided by the provisions of the Lease Agreement.

3. This Resolution shall take effect immediately.

EXTRACT OF MINUTES

A regular meeting of the Village Board of the Village of Millerton, Dutchess County, New York was convened in public session at the Village Hall, 5933 N. Elm Avenue, Millerton, New York on August 26, 2025 at 6:00 p.m., local time.

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

PRESENT:

Jennifer Najdek	Mayor
Matthew Hartzog	Deputy Mayor
Matthew Soleau	Trustee
Katie Cariello	Trustee
David Sherman	Trustee

ABSENT:

The following persons were ALSO PRESENT:

The following resolution was offered by Trustee Sherman, seconded by Trustee Soleau, to wit;

VILLAGE OF MILLERTON
RESOLUTION NO. 2025-41
DATED AUGUST 26, 2025

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE COUNTY OF DUTCHESS

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

Jennifer Najdek	VOTING AYE
Matthew Hartzog	VOTING AYE
Matthew Soleau	VOTING AYE
Katie Cariello	VOTING AYE
David Sherman	VOTING AYE

The foregoing resolution was thereupon declared duly adopted.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

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

(2) Attached hereto is a true and correct copy of a resolution duly adopted at a meeting of the Village Board held on the 26th day of August, 2025 and entitled:

VILLAGE OF MILLERTON
RESOLUTION NO. 2025-41
DATED AUGUST 26, 2025

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH THE COUNTY OF DUTCHESS

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 28th day of August, 2025.

-SEAL-

Village Clerk

Public Safety 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 4 - Hyde Park and Town of Poughkeepsie	Lawler	Absent	
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	Absent	
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust (C)		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 22 - Beekman and Union Vale	Garito		
District 23 - Pawling, Beekman and East Fishkill	Rolison (VC)	Absent	

Present: 9
Absent: 3
Vacant: 0

Resolution: ✓
Motion: ____

Total : Yes 9 No 0
Abstentions: 0

2025156 AUTHORIZING INTERMUNICIPAL AGREEMENT FOR THE COUNTY TO LEASE TOWER SPACE AT 14 DESTINY LANE IN THE VILLAGE OF MILLERTON PERTAINING TO THE DEPARTMENT OF EMERGENCY RESPONSE

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	0
Absent:	6	**Motion:**			**Yes**	**No**
Vacant:	0			**Abstentions:**	0	

2025156 AUTHORIZING INTERMUNICIPAL AGREEMENT FOR THE COUNTY TO LEASE TOWER SPACE AT 14 DESTINY LANE IN THE VILLAGE OF MILLERTON PERTAINING TO THE DEPARTMENT OF EMERGENCY RESPONSE

OCTOBER 14, 2025