

# Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 9 - City of Poughkeepsie	Atkins	1		
District 8 - City and Town of Poughkeepsie	Brendli	2		
District 21 - East Fishkill	Caswell	3		
District 5 - Town of Poughkeepsie	D'Aquanni	4		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	5		
District 15 - Wappinger	Faust	6		
District 22 - Beekman and Union Vale	Garito	7		
District 1 - Town of Poughkeepsie	Gorman	8		
District 24 - Dover and Pawling	House	9		
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Houston	10		
District 10 - City of Poughkeepsie	Johnson	11		
District 6 - Town of Poughkeepsie	Kaul	12		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	13		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	14		
District 17 - Town and Village of Fishkill	McHoul	15		
District 12 - East Fishkill	Metzger	16		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	17		
District 18 - City of Beacon and Fishkill	Page	18		
District 13 - East Fishkill and Wappinger	Paoloni	19		
District 3 - LaGrange	Polasek	20		
District 23 - Pawling, Beekman and East Fishkill	Rolison	21		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece	22		
District 7 - Hyde Park and Pleasant Valley	Truitt	23		
District 16 - Fishkill and Beacon	Valdés Smith	24		
District 14 - Wappinger and Town of Poughkeepsie	Versaci	25		
Present: <u>25</u>	Total: <u>25</u>	0	0	
Absent: <u>0</u>				
Vacant: <u>0</u>				

Special Board Meeting  
of the  
Dutchess County Legislature

Monday, December 17, 2025

The Chairman of Legislature called the meeting to order at 6:00 p.m.

Roll Call by the Clerk of the Legislature

PRESENT: 25 Atkins, Brendli, Caswell, D'Aquanni, Drago, Faust, Garito, Gorman, House, Houston, Johnson, Kaul, Kearney, Lawler, McHoul, Metzger, Munn, Page, Paoloni, Polasek, Rolison, Travelpiece, Truitt, Valdés Smith, and Versaci

ABSENT: 0

PRESENT/LATE: 0

Quorum Present.

**Roll Call by the Clerk of the Legislature**

**Pledge of Allegiance to the Flag, Invocation by Pastor Paul Sand of Tabernacle Baptist Church in Poughkeepsie, followed by a moment of silent meditation.**

**Commendations**

Legislator Bob Gorman  
Legislator Ryan Travelpiece  
Legislator Lynne Versaci  
Legislator Tony D'Aquanni  
Legislator Lisa Paoloni  
Legislator Faye Garito  
Legislator Nick Page  
Majority Leader Deirdre Houston  
Chairman Will Truitt  
Assistant to the Chairman Benjamin Traudt  
Deputy Clerk of the Legislature Laura Phillips  
Clerk of the Legislature Leigh Wager

**Privilege of the Floor with respect to printed agenda items; limited to three minutes**

None.

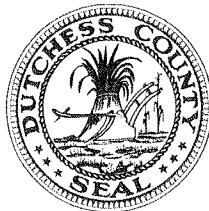
**Resolutions considered out of numerical order will be placed in numerical order for fluidity.**

**COMMUNICATIONS RECEIVED FOR YEAR-END 2025**

Received from County Executive, Order of Succession Dated December 11, 2025.

Received from the County Attorney's Office, Order of Succession Dated December 22, 2025.

**SUE SERINO**  
COUNTY EXECUTIVE



22 Market Street  
Poughkeepsie, NY 12601  
Phone: 845-486-2000

## **DUTCHESS COUNTY GOVERNMENT**

TO: Bradford Kendall, County Clerk  
Leigh Wager, Clerk of the Dutchess County Legislature

FROM: Susan J. Serino, County Executive

DATE: December 11, 2025

SUBJECT Order of Succession

Pursuant to Article III, Section 3.05-A of the Dutchess County Charter, I hereby designate in writing, and in order of succession, the following Deputy County Executive and Department Heads who shall be Acting County Executive in the event of my absence from the County or temporary inability to perform the duties of County Executive. The Acting County Executive shall have all the powers and perform all the duties of the office.

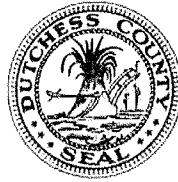
1. A. GREGG PULVER, Deputy County Executive, 2350 County Route 83, Pine Plains, NY 12567.
2. ROBERT H. BALKIND, Commissioner, Department Public Works (DPW), 16 Swain Drive, Pleasant Valley, NY 12569.
3. CAROLINE E. BLACKBURN, County Attorney, 5676 Route 82, Clinton Corners, NY 12514.
4. SABRINA JAAR MARZOUKA, Commissioner, Department of Community & Family Services (DCFS), 99 Gretna Woods Road, Pleasant Valley, NY 12569.
5. EOIN WRAFTER, Commissioner, Department of Planning & Development, 3 Pond Street, Poughkeepsie, NY 12603.

I may revoke this designation and order of succession at any time by filing a new written designation and order of succession.

A handwritten signature in black ink that reads "Sue Serino".  
\_\_\_\_\_  
SUSAN J. SERINO, County Executive

CC: A. Gregg Pulver, Deputy County Executive  
Robert H. Balkind, Commissioner of DPW  
Caroline E. Blackburn, County Attorney  
Sabrina Jaar Marzouka, Commissioner of DCFS  
Eoin Wrafter, Commissioner of Planning & Development

**SUE SERINO**  
COUNTY EXECUTIVE



**CAROLINE E. BLACKBURN**  
COUNTY ATTORNEY

**DUTCHESS COUNTY GOVERNMENT**  
**DEPARTMENT OF LAW**

TO: Bradford Kendall, County Clerk  
Leigh Wager, Clerk of the Dutchess County Legislature

FROM: Caroline E. Blackburn, County Attorney

DATE: December 22, 2025

SUBJECT: Order of Succession  
G-0734

---

Pursuant to Article VIII, Section 8.04 of the Dutchess County Charter, I hereby designate in writing, and in order of succession, the following individuals who shall be Acting County Attorney in the event of my absence from the County or temporary inability to perform all the duties of the County Attorney. The Acting County Attorney shall have all the powers and perform all the duties of the County Attorney:

1. Christian R. Cullen, Chief Assistant County Attorney  
6 Gray Street, Poughkeepsie, NY 12603
2. Victor A. Civitillo, Senior Assistant County Attorney  
41 Wood Street, Poughkeepsie, NY 12603
3. Linda D. Fakhoury, Senior Assistant County Attorney  
324 Honness Road, Fishkill, NY 12524

I may revoke this designation and order of succession at any time by filing a new written designation and order of succession.



---

Caroline E. Blackburn, County Attorney

CC: Christian R. Cullen, Esq.  
Victor A. Civitillo, Esq.  
Linda D. Fakhoury, Esq.

Majority Leader Houston made a motion, duly seconded by Assistant Majority Leader Polasek, to override the Country Executive's veto of the following line item from Resolution No. 2025209, ADOPTION OF THE TENTATIVE BUDGET FOR DUTCHESS COUNTY FOR THE YEAR 2026, SUBJECT TO THE AMENDMENTS HEREIN CONTAINED:

A1165.06 District Attorney, Positions -Confidential Administrative Assistant, #5613, and related fringe, Positions -Assistant District Attorney III, #5608\*, and related fringe, Positions -Assistant District Attorney III, #5614\*, and related fringe, which will also change A.9998.95990.01, Appropriated Fund Balance

Roll call on the foregoing motion resulted as follows:

AYES: 24 Atkins, Brendli, Caswell, D'Aquanni, Drago, Faust, Garito, Gorman, House, Houston, Johnson, Kaul, Kearney, Lawler, McHoul, Metzger, Munn, Paoloni, Polasek, Rolison, Travelpiece, Truitt, Valdés Smith, and Versaci

NAYS: 1 Page

ABSENT: 0

Veto overridden.

GOVERNMENT SERVICES & ADMINISTRATION

RESOLUTION NO. 2025234

RE: CONFIRMING REAPPOINTMENT TO THE  
DUTCHESS COUNTY BOARD OF ETHICS

Legislators MC HOUL, TRUITT, HOUSTON, and POLASEK offer the following and move its adoption:

WHEREAS, on or about January 2020, Local Law No. 2 of 2019, entitled "Establishing a Code of Ethics for Officers and Employees and Requiring a Financial Disclosure for Certain Officers and Employees of the County of Dutchess" was enacted by this Legislature and approved by New York State Department of State, and

WHEREAS, pursuant to the aforementioned Local Law, Section 12(b), the County Executive is authorized to make appointments and reappointments to the Board of Ethics, subject to confirmation by the Legislature, and

WHEREAS, there are presently two positions that will expire on December 31, 2025, however, only one of the two positions shall be reappointed at this time, and

WHEREAS, the Dutchess County Executive has submitted to this Legislature her reappointment to the Board of Ethics, who is qualified to serve on said Board, now, therefore, be it

RESOLVED, that the following reappointment to the Board of Ethics by the Dutchess County Executive, is hereby confirmed:

REAPPOINTMENT

TERM

Paul R. Piastro  
46 Birchwood Drive  
Rhinebeck, NY 12572

01/01/2026 – 12/31/2028

CA-177-25  
CRC/rjw  
G-0770  
11/20/25  
Fiscal Impact: Attached

STATE OF NEW YORK  
ss:  
COUNTY OF DUTCHESS

APPROVED  
*Susan Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date Dec. 24, 2025

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



*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): \_\_\_\_\_

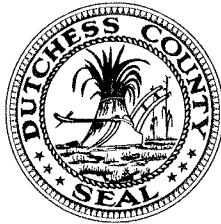
Over Five Years: \_\_\_\_\_

Additional Comments/Explanation:

Prepared by: G.Pulver

Prepared On: 11/20/2025

**SUE SERINO**  
COUNTY EXECUTIVE



**A. GREGG PULVER**  
ASSISTANT COUNTY  
EXECUTIVE

**DUTCHESS COUNTY GOVERNMENT**

To: Sue Serino, County Executive

From: A. Gregg Pulver, Assistant County Executive

Date: November 20, 2025

Subject: Reappointment of Paul R. Piastro, to the Board of Ethics

Please find a resolution request to reappoint Paul R. Piastro, to the Board of Ethics. Paul has served on this board since 2022 and is honored to be considered for reappointment.

Please consider the above candidate for the Board of Ethics.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Gregg Pulver".

A. Gregg Pulver,  
Assistant County Executive

## *Government Services and Administration Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
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 6 - Town of Poughkeepsie	Kaul		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 17 - Town and Village of Fishkill	McHoul (C)		
District 18 - City of Beacon and Fishkill	Page		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 21 - East Fishkill	Caswell		
District 24 - Dover and Pawling	House (VC)		
Present: <u>12</u>	Resolution: <u>✓</u>	Total: <u>12</u>	
Absent: <u>0</u>	Motion: <u>  </u>	Yes: <u>0</u>	No: <u>0</u>
Vacant: <u>0</u>		Abstentions: <u>  </u>	

2025234 CONFIRMING REAPPOINTMENT TO THE DUTCHESS COUNTY ETHICS BOARD

DECEMBER 17, 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		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
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		
District 24 - Dover and Pawling	House		

Present: 25

Resolution: ✓

Total : 25 Yes 0

Absent: 0

Motion:   

No 0

Vacant: 0

Abstentions: 0

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2025235

RE: AUTHORIZATION TO EXECUTE PERMANENT EASEMENTS  
BETWEEN THE COUNTY OF DUTCHESS AND VARIOUS  
OWNERS AT PAGE CORPORATE PARK, IN CONNECTION WITH  
THE WILLIAM R. STEINHAUS DUTCHESS RAIL TRAIL  
(WRSDRT) IN THE TOWN OF LAGRANGE, NY

Legislators METZGER and TRUITT offer the following and move its adoption:

WHEREAS, the Department of Public Works (DPW) advises that circa 2012-2013, the County built a portion of the William R. Steinhause Dutchess Rail Trail (WRSDRT) substantially on its own property (Tax ID 134689-6262-03-230130) which traverses and bisects the Page Corporate Park, and

WHEREAS, since construction of the WRSDRT, Page Corporate Park's tenant business owners, employees, visitors, clients and vendors have been required to drive or walk across the WRSDRT via two access roadways within the Page Corporate Park, and

WHEREAS, circa 2021, a property boundary survey, commissioned by Page Corporate Park, identified County built property improvements encroaching onto private lands, and further identified that access rights were never provided by the County to allow visitors to Page Corporate Park to cross the WRSDRT, and

WHEREAS, the County and various Property owners within Page Corporate Park now wish to codify the rights of each party to maintain reciprocal access privileges, to allow for the continuation of encroachments, and to provide rights to install, maintain and repair underground and overhead utility services, and

WHEREAS, the Department of Public Works has determined that the project is a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), it would not have a significant effect on the environment, and no further review is required, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm the findings of DPW, and

WHEREAS, DPW has made a determination that seven (7) separate permanent easements, (three (3) of which benefit the County and four (4) of which benefit the private property owners) are required to provide all parties with the rights and obligations that have been negotiated between the County and the various owners within Page Corporate Park, as more fully set forth in the attached Summary, and

WHEREAS, it is necessary for this Legislature to authorize the execution of the seven (7) permanent easements, in substantially the same form as attached hereto, as well as the execution of any documentation that may be necessary to effectuate the recording and filing of the easements with the Dutchess County Clerk's Office, and

WHEREAS, DPW further advises that none of the parties to these easements are seeking monetary consideration, as the easements are mutually beneficial to the respective parties, now therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project will not have a significant effect on the environment, and be it further

RESOLVED, that the County Executive, or her designee, is authorized to execute the seven (7) permanent easements, in substantially the same form as annexed hereto, along with any other documents that may be necessary to effectuate the recording and filing of the easements with the Dutchess County Clerk's Office.

CA-0178-25  
AMS/rjw  
G-1391-D  
12/11/2025  
Fiscal Impact: See Attached.

APPROVED  
*Susan Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date Dec. 24, 2025

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025



LEIGH WAGER, CLERK OF THE LEGISLATURE

*Leigh Wager*

## COORDINATION

Initialing indicates information only:

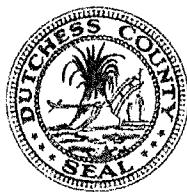
CE County Executive

JAS County Attorney (as to form)

JMS/FB DPW

JM Budget

**SUE SERINO**  
COUNTY EXECUTIVE



**ROBERT H. BALKIND, P.E.**  
COMMISSIONER

**DAVID C. WHALEN**  
DEPUTY COMMISSIONER

**DUTCHESSE COUNTY GOVERNMENT**  
**DEPARTMENT OF PUBLIC WORKS**

**MEMORANDUM**

**TO:** Gregg Pulver, Assistant County Executive

**FROM:** Robert H. Balkind, P.E., Commissioner *(RB)*

**DATE:** December 11, 2025

**RE:** **RESOLUTION REQUEST – AUTHORIZATION TO EXECUTE PERMANENT  
EASEMENTS BETWEEN COUNTY OF DUTCHESSE AND VARIOUS PROPERTY  
OWNERS AT PAGE CORPORATE PARK, ROUTE 55, TOWN OF LAGRANGE, NY**

---

The Department is seeking authorization for the County Executive to sign easements between the County and multiple property owners within the Page Corporate Park, Rte. 55 in the Town of Poughkeepsie, NY:

Circa 2012-2013 the County built a portion of the W.R.S Dutchess Rail Trail (the "DRT") substantially on its own property (Tax ID 134689-6262-03-230130) which traverses and bisects the Page Corporate Park. Since construction of the DRT, Page Corporate Park's tenant business owners, employees, visitors, clients and vendors must drive or walk across the DRT via two access roadways within the Page Corporate Park. Circa 2021 a property boundary survey commissioned by the Owners of Page Corporate Park identified County built property improvements that encroach onto private lands, and it was also discovered that access rights were never provided by the County to allow visitors to Page Corporate Park to cross the DRT upon its completion.

The County and the various property owners within Page Corporate Park now wish to codify the rights of each party to maintain reciprocal access privileges, to allow for the continuation of encroachments, and to provide rights to install, maintain and repair underground and overhead utility services.

The attached Summary identifies seven (7) separate permanent easements that are required to provide all parties with the rights and obligations that have been negotiated between the County and the various private property owners. Dutchess County is offering four (4) easements to the various private property owners, while the various private property owners are offering three (3) easements to the County. None of the parties to these easements are seeking monetary consideration, as the easements are mutually beneficial to the respective parties. And because the easement areas under consideration are de minimis, property appraisals were not conducted.

Details of each easement (grantor and grantee, metes and bounds description, easement area, purpose, deed references, etc.) are provided in the attached documentation. If authorized by the Legislature, the County Executive will sign and execute all necessary documents to effectuate the recording and filing of the easements with the Dutchess County Clerk's Office.

Documentation for this request includes:

- Summary list of seven (7) easements under consideration (P-2, P-5, P-6, P-7, P-10, P-11, P-13)
- Legal descriptions for each easement (metes and bounds description) prepared by LRC Group, Cromwell, CT
- An easement map (drawings ES-1, ES-2 and ES-3) entitled "Proposed Easement Plan Prepared for Page Farm, LLC, State Route 55 & Page Park Drive Town of Poughkeepsie Dutchess County, New York", scale 1"=100' dated 5/20/2022, revised 8/19/25 and 12/5/25 – prepared by LRC Group
- Easement documents prepared by the law firm of Van DeWater & Van DeWater, Poughkeepsie NY

Please contact this office with any questions.

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 0 \_\_\_\_\_

Total Current Year Revenue \$ 0 \_\_\_\_\_  
and Source

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

Identify Line Items(s):  
(See Attached)

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

Nature/Reason:

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

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

#### Additional Comments/Explanation:

The Department is seeking authorization for the County Executive to sign easements between the County and multiple property owners within the Page Corporate Park, Rte 55 in the Town of Poughkeepsie, NY.

Prepared by: Robert H. Balkind, P.E. x2085



Prepared On: 12/11/25

Summary of Proposed Easements Between County of Dutchess and Page Corporate Park Property Owners

DWG ES-3 Easement No.	FEE Owner (Grantor)	Grantor Property Reference No.	Grantor's Tax Parcel No.	Easement Area (SF)	Easement in Favor of (Grantee)	Grantee Property Reference No.	Easement Type	Purpose of Easement
1	P-2 COUNTY OF DUTCHESS	Q	134689-6262-03-230130	15,219	H.G.P. REALTY CORPORATION PAGE PARK ASSOCIATES, LLC PAGE PARK ASSOCIATES, LLC HENRY G. PAGE, JR., JOHN PAGE and WILLIAM PAGE, Trustees of the HENRY G. PAGE, SR. GRANDCHILDREN'S TRUST H.G.P. REALTY CORPORATION BUILDING 932, LLC HMP60, LLC PAGE FIVE, LLC H.G.P. REALTY CORPORATION 41 PAGE PARK DRIVE, LLC 55 PAGE PARK DRIVE, LLC HENRY G. PAGE, JR., JOHN PAGE and WILLIAM PAGE, Trustees of the HENRY G. PAGE, SR. GRANDCHILDREN'S TRUST	A B C D E F H I J K L R	PE	For Access and Existing & Proposed Utilities Over Land of The County of Dutchess
2	P-3 HMP60, LLC	H	134689-6261-04-629485	11,163	COUNTY OF DUTCHESS	Q	PE	For Access Over Land of HMP60, LLC
3	P-4 HENRY G. PAGE, JR., JOHN PAGE and WILLIAM PAGE. Trustees of the HENRY G. PAGE, SR. GRANDCHILDREN'S TRUST	R	134689-6261-02-600515	29,729	COUNTY OF DUTCHESS	Q	PE	For Access Over Land of Henry G. Page, Sr. Grandchildren's Trust
4	P-5 COUNTY OF DUTCHESS	Q	134689-6262-03-230130	24,999	H.G.P. REALTY CORPORATION PAGE PARK ASSOCIATES, LLC PAGE PARK ASSOCIATES, LLC HENRY G. PAGE, JR., JOHN PAGE and WILLIAM PAGE, Trustees of the HENRY G. PAGE, SR. GRANDCHILDREN'S TRUST H.G.P. REALTY CORPORATION BUILDING 932, LLC HMP60, LLC PAGE FIVE, LLC H.G.P. REALTY CORPORATION 41 PAGE PARK DRIVE, LLC 55 PAGE PARK DRIVE, LLC HENRY G. PAGE, JR., JOHN PAGE and WILLIAM PAGE, Trustees of the HENRY G. PAGE, SR. GRANDCHILDREN'S TRUST	A B C D E F H I J K L R	PE	For Access and Existing & Proposed Utilities Over Land of The County of Dutchess
5	P-6 PAGE FIVE, LLC	I	134689-6261-02-585508	2,161	COUNTY OF DUTCHESS	Q	PE	For Access Over the Land of Page Five, LLC
6	P-7 COUNTY OF DUTCHESS	Q	134689-6262-03-230130	69,205	HMP60, LLC PAGE FIVE, LLC	H I	PE	For Existing & Proposed Utilities Over Land of The County of Dutchess
7	P-10 PAGE PARK ASSOCIATES, LLC	B	134689-6261-04-601449	7,894	COUNTY OF DUTCHESS	Q	PE	For Access Over Land of Page Park Associates
8	P-11 H.G.P. REALTY CORPORATION	J	134689-6261-02-536543	1,868	COUNTY OF DUTCHESS	Q	PE	For Access Over Land of H.G.P. Realty Corporation
9	P-13 COUNTY OF DUTCHESS	Q	134689-6262-03-230130	3,058	H.G.P. REALTY CORPORATION	J	PE	Utility Easement Over Land of The County of Dutchess



**Legal Description  
Proposed Easement "P-2"  
For Access and Existing & Proposed Utilities  
Over Land of The County of Dutchess  
Town of Poughkeepsie, New York**

A certain piece or parcel of land shown as Proposed Easement "P-2" on a map entitled "Proposed Easement Plan Prepared for Page Farm, LLC, State Route 55 & Page Park Drive Town of Poughkeepsie Dutchess County, New York", scale 1"=100' dated October 22, 2021, revised August 19, 2025 – prepared by LRC Group and being further bounded and described as follows;

Beginning at the southeasterly corner of the herein described easement, said point being on the division line of lands now or formerly of The County of Dutchess, as described in Book 1666 of Deeds at Page 184, on the north, and lands now or formerly of Page Park Associates, as described in Book 1502 of Deeds at Page 601, on the south, said point also being S 53°28'14" E 38.82 feet from the northwesterly corner of said lands of Page Park Associates;

Thence along said division line, in part, and along the division line of said lands of The County of Dutchess, on the north, and other lands now or formerly of Page Park Associates, as described in Book 1991 of Deeds at Page 31, on the south, N 53°28'14" W 44.00 feet and N 59°13'44" W 73.27 feet to the southwesterly corner of the herein described easement;

Thence through said lands of The County of Dutchess, N 30°11'57" E 118.68 feet to a point on the division line of said lands of The County of Dutchess, on the south, and lands now or formerly of HMP60, LLC, as described in Deed Document No. 02-2019-510, on the north, said point being the northwesterly corner of the herein described easement;

Thence along said division line, S 64°12'19" E 66.35 feet and S 54°44'43" E 64.81 feet to the northeasterly corner of the herein described easement;

Thence through said lands of The County of Dutchess, S 36°31'46" W 124.40 feet to the point or place of beginning.

Containing 0.35 AC. or 15,219 S.F.

John F. Wagenblatt, L.S.  
NY L.S. 50,547, August 19, 2025

Land Resource Consultants, Inc.  
LRC Engineering & Surveying, P.C.  
LRC Environmental Services, Inc.  
LRC Engineering and Surveying, LLC

Connecticut Certified SBE

160 West Street, Suite E  
Cromwell, CT 06416  
Tel: 860.635.2877  
Fax: 860.635.4226

Offices in Connecticut and New York

[www.lrcconsult.com](http://www.lrcconsult.com)

Land Planning • Civil Engineering • Environmental Services • Land Surveying • Landscape Architecture



**Legal Description**

**Proposed Easement "P-5"**

**For Access and Existing & Proposed Utilities**

**Over Land of The County of Dutchess**

**Page Park Drive**

**Town of Poughkeepsie, New York**

A certain piece or parcel of land shown as Proposed Easement "P-5" on a map entitled "Proposed Easement Plan Prepared for Page Farm, LLC, State Route 55 & Page Park Drive Town of Poughkeepsie Dutchess County, New York", scale 1"=100', dated October 22, 2021, revised August 19, 2025— prepared by LRC Group and being further bounded and described as follows;

Beginning at a point on the division line of lands now or formerly of The County of Dutchess, as described in Book 1666 of Deeds at Page 184, on the south, and lands now or formerly of H.G.P. Realty Corporation, as described in Book 958 of Deeds at Page 415 (Parcel 2), on the north, said point being N 64°12'19" W 69.06 feet from the southeasterly corner of said lands of H.G.P. Realty Corporation, said point also being the northwesterly corner of the herein described easement;

Thence along said division line, in part, and along the division line of said lands of The County of Dutchess, on the south, and lands now or formerly of Page Five, LLC, as described in Deed Document No. 02-2001-9569, on the north, S 64°12'19" E 250.00 feet to the northeasterly corner of the herein described easement;

Thence through said lands of The County of Dutchess, S 25°47'41" W 100.00 feet to a point on the division line of said lands of The County of Dutchess, on the north, and lands now or formerly of H.G.P. Realty Corporation, as described in Book 958 of Deeds at Page 415 (Parcel 1), on the south, said point being the southeasterly corner of the herein described easement;

Thence along said division line, N 64°12'19" W 250.00 feet to the southwesterly corner of the herein described easement;

Thence through said lands of The County of Dutchess, N 25°47'41" E 100.00 feet to the point or place of beginning.

Containing 0.57 AC. or 24,999 S.F.

John F. Wagenblatt, L.S.  
NY L.S. 50,547, August 19, 2025

Land Resource Consultants, Inc.  
LRG Engineering & Surveying, P.C.  
LRG Environmental Services, Inc.  
LRG Engineering and Surveying, LLC

Connecticut Certified SBE

160 West Street, Suite E  
Cromwell, CT 06416  
Tel: 860.635.2877  
Fax: 860.635.4226

Offices in Connecticut and New York

[www.lrcconsult.com](http://www.lrcconsult.com)

Land Planning • Civil Engineering • Environmental Services • Land Surveying • Landscape Architecture



**Legal Description  
Proposed Easement "P-6"  
For Access Over Land of The County of Dutchess  
Page Park Drive  
Town of Poughkeepsie, New York**

A certain piece or parcel of land shown as Proposed Easement "P-6" on a map entitled "Proposed Easement Plan Prepared for Page Farm, LLC, State Route 55 & Page Park Drive Town of Poughkeepsie Dutchess County, New York", scale 1"=100', dated October 22, 2021, revised August 19, 2025, prepared by LRC Group and being further bounded and described as follows;

Beginning at a point on the division line of lands now or formerly of Page Five, LLC, as described in Deed Document No. 02-2001-9569, on the east, and lands now or formerly of H.G.P. Realty Corporation, as described in Book 958 of Deeds at Page 415 (Parcel 2), on the west, said point being N 26°52'50" E 29.00 feet from the southwesterly corner of said lands of Page Five, LLC; Thence along said division line, N 26°52'50" E 58.73 feet to the northerly most corner of the herein described easement;

Thence through said lands of Page Five, LLC, S 01°59'50" E 46.27 feet and S 18°32'54" E 65.42 feet to a point on the division line of said lands of Page Five, LLC, on the north, and lands now or formerly of The County of Dutchess, as described in Book 1666 of Deeds at Page 184, on the south, said point being the easterly most corner of the herein described easement;

Thence along said division line, N 64°12'19" W 39.14 feet to a point being S 64°12'19" E 29.82 feet from the southwesterly corner of said lands of Page Five, LLC;

Thence through said lands of Page Five, LLC, N 19°28'45" W 41.20 feet to the point or place of beginning.

Containing 0.05 AC. or 2,161 S.F.

John F. Wagenblatt, L.S.  
NY L.S. 50,547, August 19, 2025

Land Resource Consultants, Inc.  
LRC Engineering & Surveying, P.C.  
LRC Environmental Services, Inc.  
LRC Engineering and Surveying, LLC

Connecticut Certified SBE

160 West Street, Suite E  
Cromwell, CT 06416  
Tel: 860.635.2877  
Fax: 860.635.4226

Offices in Connecticut and New York

[www.lrcconsult.com](http://www.lrcconsult.com)

Land Planning • Civil Engineering • Environmental Services • Land Surveying • Landscape Architecture



**Legal Description**

**Proposed Easement "P-7"**

**For Proposed & Existing Utilities**

**Over Land of The County of Dutchess**

**Town of Poughkeepsie, New York**

A certain piece or parcel of land shown as Proposed Easement "P-7" on a map entitled "Proposed Easement Plan Prepared for Page Farm, LLC, State Route 55 & Page Park Drive Town of Poughkeepsie Dutchess County, New York", scale 1"=100', dated October 22, 2021, revised August 19, 2025— prepared by LRC Group and being further bounded and described as follows;

Beginning at the northwesterly corner of the herein described easement, said point being on the division line of lands now or formerly of The County of Dutchess, as described in Book 1666 of Deeds at Page 184, on the south, and lands now or formerly of Page Five, LLC, as described in Deed Document No. 02-2001-9569, on the north, said point also being S 64°12'19" E 180.94 feet from the southwesterly corner of said lands of Page Five, LLC;

Thence along said division line, S 64°12'19" E 667.96 feet to the northeasterly corner of the herein described easement;

Thence through said lands of The County of Dutchess, S 30°11'57" W 118.68 feet to a point on the division line of said lands of The County of Dutchess, on the north, and lands now or formerly of Page Park Associates, as described in Book 1991 of Deeds at Page 31, on the south, said point being the southeasterly corner of the herein described easement;

Thence along said division line, in part, and along the division line of said lands of The County of Dutchess, on the north, and lands now or formerly of H.G.P. Realty Corporation, as described in Book 958 of Deeds at Page 415 (Parcel 1), on the south, along a non-tangent curve to the left having a radius of 5672.65 feet, an arc length of 456.04 feet, and a chord bearing and distance of N 61°54'07" W 455.92 feet, N 64°10'29" W 9.34 feet, and N 64°12'19" W 193.96 feet to the southwesterly corner of the herein described easement;

Thence through said lands of The County of Dutchess, N 25°47'41" E 100.00 feet to the point or place of beginning.

Containing 1.59 AC. or 69,205 S.F.

John F. Wagenblatt, L.S.  
NY L.S. 50,547, August 19, 2025

Land Resource Consultants, Inc.  
LRG Engineering & Surveying, P.C.  
LRG Environmental Services, Inc.  
LRG Engineering and Surveying, LLC

Connecticut Certified SBE

160 West Street, Suite E  
Cromwell, CT 06416  
Tel: 860.635.2877  
Fax: 860.635.4226

Offices in Connecticut and New York

[www.lrcconsult.com](http://www.lrcconsult.com)

Land Planning • Civil Engineering • Environmental Services • Land Surveying • Landscape Architecture



**Legal Description**

**Proposed Easement "P-10"**

**Access Easement Over Land of Page Park Associates**

**Page Park Drive**

**Town of Poughkeepsie, New York**

A certain piece or parcel of land shown as Proposed Easement "P-10" on a map entitled "Proposed Easement Plan Prepared for Page Farm, LLC, State Route 55 & Page Park Drive Town of Poughkeepsie Dutchess County, New York", scale 1"=100', dated October 22, 2021, revised August 19, 2025 – prepared by LRC Group and being further bounded and described as follows;

Beginning at a point on the northerly road line of State Highway Route 55, said point being S 64°39'50" E 83.24 feet from the southwesterly corner of lands now or formerly of Page Park Associates, as described in Book 1991 of Deeds at Page 31, said point being the southwesterly corner of the herein described easement;

Thence through said lands of Page Park Associates, N 24°06'44" E 79.64 feet, along a curve to the left having a radius of 55.00 feet, an arc length of 43.40 feet, and a chord bearing and distance N 01°30'26" E 42.28 feet, and N 21°05'51" W 38.32 feet to a point on the division line of said lands of Page Park Associates, on the south, and lands now or formerly of H. G. P. Realty Corporation, as described in Book 958 of Deeds at Page 415 (Parcel 1) on the north, said point being the northwesterly corner of the herein described easement;

Thence along said division line, S 62°49'10" E 52.58 feet and N 25°35'46" E 20.62 feet to the northeasterly corner of the herein described easement;

Thence through said lands of Page Park Associates, S 21°05'51" E 13.22 feet, along a curve to the right having a radius of 105.00 feet, an arc length of 82.85 feet, and a chord bearing and distance S 01°30'26" W 80.72 feet, and S 24°06'44" W 79.85 feet to a point on the northerly road line of State Highway Route 55, said point being the southeasterly corner of the herein described easement;

Thence along the northerly road line of State Highway Route 55, N 65°53'16" W 40.20 feet and N 64°39'50" W 9.81 feet to the point or place of beginning.

Containing 0.18 AC. or 7,894 S.F.

John F. Wagenblatt, L.S.  
NY L.S. 50,547, August 19, 2025

Land Resource Consultants, Inc.  
LRG Engineering & Surveying, P.C.  
LRG Environmental Services, Inc.  
LRG Engineering and Surveying, LLC

Connecticut Certified SBE

160 West Street, Suite E  
Cromwell, CT 06416  
Tel: 860.635.2877  
Fax: 860.635.4226

Offices in Connecticut and New York  
[www.lrcconsult.com](http://www.lrcconsult.com)

Land Planning • Civil Engineering • Environmental Services • Land Surveying • Landscape Architecture



**Legal Description**

**Proposed Easement "P-II"**

**For the County of Dutchess for Access and Utility Easement For Dutchess County  
Water & Wastewater Lift Station  
Over Land of H. G. P. Realty Corporation  
Town of Poughkeepsie, New York**

A certain piece or parcel of land shown as Proposed Easement "P-II" on a map entitled "Proposed Easement Plan Prepared for Page Farm, LLC, State Route 55 & Page Park Drive Town of Poughkeepsie Dutchess County, New York", scale 1"=100', dated October 22, 2021, revised August 19, 2025 – prepared by LRC Group and being further bounded and described as follows;

Beginning at the southeasterly corner of lands now or formerly of H. G. P. Realty Corporation, as described in Book 958 of Deeds at Page 415 (Parcel 2), said point being on the northerly line of lands now or formerly of The County of Dutchess, as described in Book 1666 of Deeds at Page 184, said point also being the southeasterly corner of the herein described parcel; Thence along the division line of said lands of H. G. P. Realty Corporation, on the north, and said lands of The County of Dutchess, on the south, N 64°10'36" W 62.00 feet to the southwesterly corner of the herein described easement; Thence through said lands of H. G. P. Realty Corporation, N 25°49'24" E 30.00 feet and S 64°10'36" E 62.55 feet to the northeasterly corner of the herein described easement; Thence along the division line of said lands of H. G. P. Realty Corporation, on the west, and lands now or formerly of Page Five, LLC, as described in Deed Document No. 02-2001-9569, on the east, S 26°52'50" W 30.01 feet to the point or place of beginning.

Containing 0.04 AC. or 1,868 S.F.

John F. Wagenblatt, L.S.  
NY L.S. 50,547, August 19, 2025

Land Resource Consultants, Inc.  
LRC Engineering & Surveying, P.C.  
LRC Environmental Services, Inc.  
LRC Engineering and Surveying, LLC

Connecticut Certified SBE

160 West Street, Suite E  
Cromwell, CT 06416  
Tel: 860.635.2877  
Fax: 860.635.4226

Offices in Connecticut and New York

[www.lrcconsult.com](http://www.lrcconsult.com)

Land Planning • Civil Engineering • Environmental Services • Land Surveying • Landscape Architecture



**Legal Description**

**Proposed Easement "P-13"**

**Utility Easement Over Land of The County of Dutchess  
Town of Poughkeepsie, New York**

A certain piece or parcel of land shown as Proposed Easement "P-13" on a map entitled "Proposed Easement Plan Prepared for Page Farm, LLC, State Route 55 & Page Park Drive Town of Poughkeepsie Dutchess County, New York", scale 1"=100', dated October 22, 2021, revised August 19, 2025 – prepared by LRC Group and being further bounded and described as follows;

Beginning at a point on the division line of lands now or formerly of The County of Dutchess, as described in Book 1666 of Deeds at Page 184, on the north, and lands now or formerly of H. G. P. Realty Corporation, as described in Book 958 of Deeds at Page 415 (Parcel 1), on the south, said point being S 64°12'19" E 144.71 feet from the northwesterly corner of said lands of H. G. P. Realty Corporation, said point also being the southwesterly corner of the herein described easement;

Thence through said lands of The County of Dutchess, N 36°56'04" E 101.92 feet to a point on the division line of said lands of The County of Dutchess, on the south, and other lands now or formerly of H. G. P. Realty Corporation, as described in Book 958 of Deeds at Page 415 (Parcel 2), on the north, said point being the northwesterly corner of the herein described easement; Thence along said division line, S 64°12'19" E 30.58 feet to the northeasterly corner of the herein described easement;

Thence through said lands of The County of Dutchess, S 36°56'04" W 101.92 feet to a point on the division line of said lands of The County of Dutchess, on the north, and said lands of H. G. P. Realty Corporation (Parcel 1), on the south, said point being the southeasterly corner of the herein described easement;

Thence along said division line, N 64°12'19" W 30.58 feet to the point or place of beginning.

Containing 0.07 AC. or 3,058 S.F.

John F. Wagenblatt, L.S.  
NY L.S. 50,547, August 19, 2025

Land Resource Consultants, Inc.  
LRG Engineering & Surveying, P.C.  
LRG Environmental Services, Inc.  
LRG Engineering and Surveying, LLC

Connecticut Certified SBE

160 West Street, Suite E  
Cromwell, CT 06416  
Tel: 860.635.2877  
Fax: 860.635.4226

Offices in Connecticut and New York

[www.lrcconsult.com](http://www.lrcconsult.com)

Land Planning • Civil Engineering • Environmental Services • Land Surveying • Landscape Architecture

## EASEMENTS

Easements granted this 8<sup>th</sup> day of December, 2025 by **PAGE PARK ASSOCIATES, LLC**, a New York limited liability company, f/n/a Page Park Associates, a partnership, having an address 85 Civic Center Plaza, Suite LL2, Poughkeepsie, New York 12601 ("PAGE PARK"), **PAGE FIVE, LLC**, a New York limited liability company having an address 85 Civic Center Plaza, Suite LL2, Poughkeepsie, New York 12601 ("PAGE FIVE") and **H.G.P. REALTY CORPORATION**, a New York corporation having an office 360 Manchester Road, Poughkeepsie, New York 12603 ("HGP"), (each a "Grantor" and collectively the "Grantors"), to the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "COUNTY").

## RECITALS

A. PAGE PARK is the fee owner of a parcel of improved real property consisting of approximately 4.17 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-04-601449-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated February 15, 1997 made by William H. Page to Page Park and recorded on February 27, 1997 in the Dutchess County Clerk's Office in Liber 1991 Page 31 ("Parcel B"); and

B. PAGE FIVE is the fee owner of a parcel of improved real property consisting of approximately 3.69 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-02-585508-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated November 5, 2001 made by Page Park Associates and Helen Page to Page Five and recorded on November 8, 2001 in the Dutchess County Clerk's Office in Document No. 02-2001-9569 ("Parcel I"); and

C. HGP is the fee owner of a parcel of improved real property consisting of approximately 5.39 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-04-536543-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated November 1, 1957 made by Henry G. Page and Josephine Page to HGP and recorded on November 15, 1957 in the Dutchess County Clerk's Office in Liber 958 Page 415 ("Parcel J"); and

D. The COUNTY is the fee owner of a parcel of partially improved real property consisting of approximately 57.81 acres (3.6 miles) located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6262-03-230130-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated March 21, 1985 made by Consolidated Rail Corporation to the County and recorded on April 25, 1985 in the Dutchess County Clerk's Office in Liber 1666 Page 184 ("Parcel Q"); and

E. Parcel J, Parcel B, Parcel I, and Parcel Q (collectively, the "Property") are shown as Lot ID# J, Lot ID#B, Lot ID# I, and Lot ID# Q, respectively, on that certain Proposed Easement Plan Prepared for Page Farm, LLC, State Route 55 and Page Park Drive, Town of Poughkeepsie, Dutchess County, New York dated May 20, 2022 and last revised on December 5, 2025, prepared by LRC Group and filed on \_\_\_\_\_, 2025 in the Dutchess County Clerk's Office as Filed Map No. \_\_\_\_\_ (the "Easement Plan") and the easements herein granted are depicted as Easement ID#

P-6, Easement ID# P-10, and Easement ID# P-11 on the Easement Plan; and

F. The parties wish to establish easements in favor of the COUNTY certain portions of Parcel B, Parcel I and Parcel J to provide the COUNTY with access to and from Parcel Q.

NOW THEREFORE, for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors hereby grant and convey to the COUNTY the following easements:

1. PAGE PARK hereby grants to the COUNTY a non-exclusive easement and right of way for ingress and egress, vehicular and pedestrian, on, over and through the portion of Parcel B shown on the Easement Plan and more particularly described in Schedule P-1 to and from Parcel Q.
2. Intentionally omitted.
3. Intentionally omitted.
4. PAGE FIVE hereby grants to the COUNTY (a) a non-exclusive easement and right of way for ingress and egress, vehicular and pedestrian, on, over and through the portion of Parcel I shown on the Easement Plan and more particularly described in Schedule P-6 to and from Parcel Q and (b) an easement for the operation, maintenance and repair of same.
5. PAGE PARK hereby grants to the COUNTY a non-exclusive easement and right of way for ingress and egress, vehicular and pedestrian, on, over and through the portion of Parcel B shown on the Easement Plan and more particularly described in Schedule P-10 to and from Parcel Q.
6. HGP hereby grants to the COUNTY a non-exclusive easement and right of way for ingress and egress, vehicular and pedestrian, on, over and through the portion of Parcel J shown on the Easement Plan and more particularly described in Schedule P-11 to and from Parcel Q.
7. The easements herein granted shall run with Parcel B, Parcel I, and Parcel J and continue in perpetuity, benefit and burden each Parcel as applicable, and inure to the benefit of the COUNTY and its successors and assigns.
8. Any plans for future development of or construction upon the Property which development or construction is reasonably likely to significantly increase the intensity or change the character of traffic upon Parcel Q shown on the Easement Plan or result in other significant material changes to the nature of traffic involving Parcel Q, shall be submitted to the County together with a Traffic Impact Study, for the County's review, comment and written approval, which approval shall not be unreasonably withheld, delayed or conditioned, provided that the plans provide for the reasonable mitigation of impacts acceptable to the County, allowing County to maintain its safe operations of the Dutchess Rail Trail, and that such reasonable mitigation measures are implemented and maintained by Grantors. A significant increase in intensity shall be deemed to be an increase in truck traffic volume over Parcel Q which is twenty-five percent or more of the truck traffic existing at the time

of execution of this Easement, and/or a twenty-five percent or more increase of all vehicle traffic volume over Parcel Q compared to the volume of all traffic existing at the time of execution of this Easement. The County shall measure, record, and transmit to Grantors existing truck and general vehicle volumes within ninety (90) days of execution of this Easement. Said general vehicle and truck volume records shall be used for comparative purposes when determining if future traffic volumes are significant as defined herein.

9. Any plans for proposed utility installations involving Parcel Q not in existence at the time of this instrument shall first be provided to the County for review, comment, and written approval to proceed, which approval shall not be unreasonably withheld, delayed or conditioned. All approved plans for utility installations shall maintain a fourteen foot (14') overhead clearing. Grantor(s) shall ensure that any such utility installations comply with all Federal, State and local laws, and Grantor(s) shall assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the County. No such new installations shall create a material or permanent disruption to rights to use the surface of the Easement Areas for their intended purpose.
10. Notices, demands, statements or other communications required or permitted under this instrument shall be in writing and shall be deemed to be properly given if sent by certified or registered mail, return receipt requested, or by nationally recognized overnight courier service, or by hand delivery at the following address:

If to the COUNTY: County of Dutchess, 22 Market Street, Poughkeepsie, New York  
12601 Attention: Legal Department

If to the Grantors or a Grantor: the address of the Grantee(s) set forth at the top of page 1 of this instrument

Any such notice, demand, statement, or other communication shall be deemed to have been given or made (1) upon delivery, if hand delivered, (ii) upon receipt or refusal of delivery after mailing, if mailed, postage paid, certified or registered mail, and (iii) upon receipt or refusal of delivery, if delivered, charges prepaid or charged to sender, by a nationally recognized overnight courier service. Any of the above addresses may be changed at any time by notice given as provided above.

11. (A) The COUNTY shall at all times maintain comprehensive general liability insurance with broad form coverage on an occurrence form basis, naming Grantors as an additional insured, against all claims on account of bodily injury, personal injury, death and/or property damage that arise from events, accidents, incidents or occurrences upon or about the Easements granted herein. The policy of insurance shall provide minimum coverage of one million and 00/100 Dollars (\$2,000,000.00) on a combined single limit with respect to one accident or occurrence with a minimum \$5,000,000 annual aggregate. The policy of insurance shall also contain a broad or blanket form contractual liability endorsement covering the COUNTY'S obligations under Section 12(A) below.
- (B) The Grantors shall at all times maintain comprehensive general liability insurance with broad form coverage on an occurrence form basis, naming the COUNTY as an additional insured, against all claims on account of bodily injury, personal injury, death

and/or property damage that arise from events, accidents, incidents or occurrences upon or about the Easements granted herein. The policy of insurance shall provide minimum coverage of one million and 00/100 Dollars (\$2,000,000.00) on a combined single limit with respect to one accident or occurrence with a minimum \$5,000,000 annual aggregate. The policy of insurance shall also contain a broad or blanket form contractual liability endorsement covering the Grantors' obligations under Section 12(B) below.

12. (A) The COUNTY shall defend, indemnify, and hold harmless the Grantors from and against all claims, actions, proceedings, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorney's fees, arising out of or in connection with the use of Parcel Q by third parties as a public walkway, or the County's ownership, maintenance, use or operation of Parcel Q. Notwithstanding the preceding sentence, the COUNTY shall have no duty to provide defense and indemnification or hold a Grantor harmless hereunder if the event which gave rise to the claim, action, proceeding, etc., was caused by the sole negligence of a Grantor or a person acting on a Grantor's behalf.  
  
(B) Each Grantor shall defend, indemnify, and hold harmless the COUNTY from and against all claims, actions, proceedings, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorney's fees, arising out of or in connection with the exercise of a Grantor's rights within Easement Area P-1, Easement Area P-6, Easement Area P-10, or Easement Area P-11 or elsewhere on a Parcel within the Property which is owned by the Grantor. Notwithstanding the preceding sentence, a Grantor shall have no duty to provide defense and indemnification or hold the COUNTY harmless hereunder if the event which gave rise to the claim, action, proceeding, etc., was caused by the sole negligence of the COUNTY or a person acting on the COUNTY'S behalf.
13. The Grantors reserve the rights to grant and convey water and wastewater utility easements over, on, under and through the easement areas herein described to a water-works corporation and a sewage-works corporation to be formed pursuant to the Transportation Corporation Law of the State of New York to own, operate, maintain, repair, replace and inspect water and wastewater utilities and infrastructure for the purpose of providing water and wastewater service to each of the Parcels shown on the Easement Plan. Such easements shall contain provisions that the exercise of rights thereunder shall not materially interfere with or permanently disrupt the COUNTY'S rights to use the surface of the Easement Areas for their intended purpose. All utilities installed over, on, under and through the Easement Areas herein, whether existing at the execution of this Easement or installed later by the Grantor or a transportation corporation, shall be the responsibility of the Grantor(s) to manage, operate, maintain and repair in a manner that does not materially or permanently interfere with the COUNTY'S rights to use the surface of the Easement Areas for its intended purpose. If the County modifies any portion of its rail trail on Parcel Q, the owner(s)/operator(s) must adjust their utilities within, over or under the Easements granted herein at their own expense in order to allow the County's continued intended use of Parcel Q. Notice of any such water and wastewater utility easements granted and conveyed by Grantors shall be given to the COUNTY at the time of such grants.
14. This instrument shall be governed by and construed in accordance with the laws of the State of New York.

The rest of this page has been left blank intentionally.

In witness whereof, the Grantors have executed this instrument as of the date first set forth above.

PAGE PARK ASSOCIATES, LLC

BY: \_\_\_\_\_  
Name: Jason Page  
Title: Manager

PAGE FIVE, LLC

BY: \_\_\_\_\_  
Name: Jason Page  
Title: Managing Member

## H.G.P. REALTY CORPORATION

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of New York )  
SS.:  
County of Dutchess )

On December ., 2025 before me, the undersigned, personally appeared **Jason Page**, 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

On December \_\_\_, 2025 before me, the undersigned, 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

**RECORD AND RETURN TO:**

Schedule P-6

Schedule P-10

Schedule P-11

## EASEMENTS

Easements granted on the 8th day of December, 2025 by the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "COUNTY") to **H.G.P. REALTY CORPORATION**, a New York corporation having an office 360 Manchester Road, Poughkeepsie, New York 12603 ("HGP"), **PAGE PARK ASSOCIATES, LLC**, a New York limited liability company, f/n/a Page Park Associates, a partnership, having an address 85 Civic Center Plaza, Suite LL2, Poughkeepsie, New York 12601 ("PAGE PARK"), **HENRY G. PAGE, JR., JOHN PAGE and WILLIAM PAGE, Trustees of the HENRY G. PAGE, SR. GRANDCHILDREN'S TRUST**, having an address at 360 Manchester Road, Poughkeepsie, New York 12603 ("HGP TRUST"), **BUILDING 932 LLC**, a New York limited liability company having an office at 1456 Route 55, LaGrangeville, New York 12540 ("BUILDING 932"), **HMP60 LLC**, a New York limited liability company having an office at 189 Freedom Road, Pleasant Valley, New York 12569 ("HMP60"), **PAGE FIVE, LLC**, a New York limited liability company having an address 85 Civic Center Plaza, Suite LL2, Poughkeepsie, New York 12601 ("PAGE FIVE"), **41 PAGE PARK DRIVE LLC**, a New York limited liability company having an office at 66 Firemens Way, Poughkeepsie, New York 12603 ("41 PAGE PARK DRIVE"), and **55 PAGE PARK DRIVE LLC**, a New York limited liability company having an office at 66 Firemens Way, Poughkeepsie, New York 12603 ("55 PAGE PARK DRIVE") (individually, a "Grantee" and collectively, the "Grantees").

## RECITALS

A. The COUNTY is the fee owner of a parcel of partially improved real property consisting of approximately 57.81 acres (3.6 miles) located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6262-03-230130-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated March 21, 1985 made by Consolidated Rail Corporation to the County and recorded on April 25, 1985 in the Dutchess County Clerk's Office in Liber 1666 Page 184 ("Parcel Q");

B. HGP is the fee owner of (i) a parcel of improved real property consisting of approximately 6.57 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-04-533485-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated November 1, 1957 made by Henry G. Page and Josephine Page to HGP and recorded on November 15, 1957 in the Dutchess County Clerk's Office in Liber 958 Page 415 ("Parcel A"), (ii) a parcel of unimproved real property consisting of approximately 3.62 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-04-669481 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated November 30, 1977 made by HGP to HGP and recorded on February 23, 1978 in the Dutchess County Clerk's Office in Liber 1476 Page 720 ("Parcel E"), and (iii) a parcel of improved real property consisting of approximately 5.38 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-04-536543-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated November 1, 1957 made by Henry G. Page and Josephine Page to HGP and recorded on November 15, 1957 in the Dutchess County Clerk's Office in Liber 958 Page 415 ("Parcel J"); and

C. PAGE PARK is the fee owner of (i) a parcel of improved real property consisting of approximately 4.17 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-04-601449-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated February 15, 1997 made by William H. Page to Page Park and recorded on February 27, 1997 in the Dutchess County Clerk's Office in Liber 1991 Page 31 ("Parcel B") and (ii) a parcel of unimproved real property consisting of approximately 1.45 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-04-650432-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated January 26, 1979 made by William H. Page to Page Park and recorded on February 22, 1979 in the Dutchess County Clerk's Office in Liber 1502 Page 601 ("Parcel C"); and

D. HGP TRUST Is the fee owner of (i) a parcel of unimproved real property consisting of approximately 0.67 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-04-665454-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated January 26, 2006 made by Estate of Henry G. Page, Sr. to HGP Trust and recorded on February 1, 2006 in the Dutchess County Clerk's Office in Document No. 02-2006-1004 ("Parcel D") and (ii) a parcel of unimproved real property consisting of approximately 0.98 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-02-600515-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated January 26, 2006 made by Estate of Henry G. Page, Sr. to HGP Trust and recorded on February 1, 2006 in the Dutchess County Clerk's Office in Document No. 02-2006-1004 ("Parcel R"); and

E. BUILDING 932 is the fee owner of a parcel of improved real property consisting of approximately 3.73 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-02-637518-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated August 25, 2005 made by Page Development, L.P. to Building 932, LLC and recorded on September 14, 2005 in the Dutchess County Clerk's Office in Document No. 02-2005-8206 ("Parcel F");

F. HMP60 is the fee owner of a parcel of improved real property consisting of approximately 1.75 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-04-629485-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated January 14, 2019 made by Helen M. Page to HMP60 and recorded on January 18, 2019 in the Dutchess County Clerk's Office in Document No. 02-2019-510 ("Parcel H"); and

G. PAGE FIVE is the fee owner of a parcel of improved real property consisting of approximately 3.69 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-02-585508-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated November 5, 2001 made by Page Park Associates and Helen Page to Page Five and recorded on November 8, 2001 in the Dutchess County Clerk's Office in Document No. 02-2001-9569 ("Parcel I"); and

H. 41 PAGE PARK DRIVE is the fee owner of a parcel of improved real property consisting of approximately 5.27 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-02-590555-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated October 31, 2019

made by Estate of Henry G. Page, Jr. to 41 Page Park Drive and recorded on November 26, 2019 in the Dutchess County Clerk's Office in Document No. 02-2019-7789 ("Parcel K"); and

I. 55 PAGE PARK DRIVE is the fee owner of a parcel of improved real property consisting of approximately 4.24 acres located in the Town of Poughkeepsie, County of Dutchess and State of New York identified as tax map number 134689-6261-02-625547-0000 on the Tax Map of the Town of Poughkeepsie and more particularly described in that certain deed dated January 15, 2019 made by Estate of Henry G. Page, Jr. to 55 Page Park Drive and recorded on January 30, 2019 in the Dutchess County Clerk's Office in Document No. 02-2019-783 ("Parcel L"); and

J. Parcel Q, Parcel A, Parcel E, Parcel J, Parcel B, Parcel C, Parcel D, Parcel R, Parcel F, Parcel H, Parcel I, Parcel K and Parcel L (collectively, the "Property") are shown as Lot ID# Q, Lot ID# A, Lot ID# E, Lot ID# J, Lot ID# B, Lot ID# Q ID# C, Lot ID# D, Lot ID# R, Lot ID# F, Lot ID# H, Lot ID# I, Lot ID# K, and Lot ID# L, respectively, on that certain Proposed Easement Plan Prepared for Page Farm, LLC, State Route 55 and Page Park Drive, Town of Poughkeepsie, Dutchess County, New York dated May 20, 2022 and last revised on December 5, 2025 prepared by LRC Group and filed on \_\_\_\_\_, 2022 in the Dutchess County Clerk's Office as Filed Map No. \_\_\_\_\_ (the "Easement Plan"); and

K. The parties wish to establish easements in favor of the Grantees over certain portions of Parcel Q as depicted on the Easement Plan for the purposes set forth herein.

NOW THEREFORE, for one dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County hereby grants and conveys the following non-exclusive easements:

1. (a) A non-exclusive easement and right of way to HGP, PAGE PARK, HGP TRUST, BUILDING 932, HMP60, PAGE FIVE, 41 PAGE PARK DRIVE and 55 PAGE PARK DRIVE for ingress and egress, vehicular and pedestrian, on, over and through the portion of Parcel Q described in Schedule P-2 attached hereto ("Easement Area P-2") and an easement to enter Easement Area P-2 to install, inspect, maintain, repair and replace utility lines serving each Grantee's Parcel, including, but not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines and other subsurface utility lines, and related equipment, accessories and facilities;
- (b) A non-exclusive easement and right of way to HGP, PAGE PARK, HGP TRUST, BUILDING 932, HMP60, PAGE FIVE, 41 PAGE PARK DRIVE and 55 PAGE PARK DRIVE for ingress and egress, vehicular and pedestrian, on, over and through the portion of Parcel Q described in Schedule P-5 attached hereto ("Easement Area P-5") and an easement to enter Easement Area P-5 to install, inspect, maintain, repair and replace utility lines serving each Grantee's Parcel, including, but not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines and other subsurface utility lines, and related equipment, accessories and facilities;
- (c) An easement to HMP60 and PAGE FIVE to enter the portion of Parcel Q described in Schedule P-7 attached hereto ("Easement Area P-7") to install, inspect, maintain, repair

and replace utility lines serving each Grantee's Parcel, including, but not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines and other subsurface utility lines, and related equipment, accessories and facilities;

- (d) An easement to HGP to enter the portion of Parcel Q described in Schedule P-13 attached hereto ("Easement Area P-13") to install, inspect, maintain, repair and replace utility lines serving such Grantee's Parcel, including, but not limited to, sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines and other subsurface utility lines, and related equipment, accessories and facilities;
- 2. The easements herein granted shall run with Parcel Q, continue in perpetuity, burden Parcel Q, and inure to the benefit of the Grantees, as their interests appear, and their respective successors and assigns. Notwithstanding, the rights of the parties hereunder are subject to the rights and interests set forth in that certain Indenture dated March 21, 1985 made by Consolidated Rail Corporation to the County of Dutchess recorded on April 25, 1985, in the Dutchess County Clerk's Office in Liber 1666 of Deeds at page 184.
- 3. Any plans for future development of or construction upon the Property which development or construction is reasonably likely to significantly increase the intensity of traffic upon Parcel Q shown on the Easement Plan or result in other significant material changes to the nature of traffic involving Parcel Q, shall be submitted to the County together with a Traffic Impact Study, for the County's review, comment and written approval, which approval shall not be unreasonably withheld, delayed or conditioned, provided that the plans provide for the reasonable mitigation of impacts acceptable to the County, allowing it to maintain its safe operations of the Dutchess Rail Trail, and that such reasonable mitigation measures are implemented and maintained by Grantors. A significant increase in intensity shall be deemed to be an increase in truck traffic volume over Parcel Q which is twenty-five percent or more of the truck traffic existing at the time of execution of this Easement, and/or a twenty-five percent or more increase of all vehicle traffic volume over Parcel Q compared to the volume of all traffic existing at the time of execution of this Easement. The County shall measure, record, and transmit to Grantors existing truck and general vehicle volumes within ninety (90) days of execution of this Easement. Said general vehicle and truck volume records shall be used for comparative purposes when determining if future traffic volumes are significant as defined herein.
- 4. Any plans for proposed utility installations on the Property involving Parcel Q not in existence at the time of this instrument shall first be provided to the County for review, comment, and written approval to proceed, which approval shall not be unreasonably withheld, delayed or conditioned. All approved plans utility installations shall maintain a fourteen foot (14') overhead clearing. Grantee(s) shall ensure that any such utility installations comply with all Federal, State and local laws, and Grantee(s) shall assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the County. No such new trail installations shall create a material or permanent disruption to the County's use of Parcel Q as a rail trail.

5. The Grantees may grant and convey easements herein granted over, on, under and through Easement Area P-2, Easement Area P-5, Easement Area P-7 and Easement Area P-13 to a water-works corporation and a sewage-works corporation to be formed pursuant to the Transportation Corporation Law of the State of New York to own, operate, maintain, repair, replace and inspect water and wastewater utilities and infrastructure for the purpose of providing water and wastewater service to each of the Parcels shown on the Easement Plan. Such easements shall contain provisions that the exercise of rights thereunder shall not materially interfere with or permanently disrupt the COUNTY'S rights to use the surface of the Easement Areas for their intended purpose. All utilities installed on Parcel Q, whether existing at the execution of this Easement or installed later by the Grantee(s) or a transportation corporation, shall be the responsibility of the Grantee(s) to manage, operate and maintain in a manner that does not materially or permanently interfere with the County's use of Parcel Q. The parties acknowledge that, although unlikely, under certain circumstances it may be necessary or desirable for the County to modify its rail trail on Parcel Q. If the County undertakes such a modification, it will provide to the Grantees plans that identify any existing or future utilities installed on, over, under or through Easement Area P-2, Easement Area P-5, Easement Area P-7 or Easement Area P-13 which are owned and maintained by the Grantees and will interfere with the proposed modification of the rail trail, in which case the Grantees will review the plans and relocate the utilizes at their expense to the extent necessary to accommodate the modifications shown on the plans. Grantees reserve the right to offer alternative design options to the County to avoid relocation of utilities where applicable. Notice of any such water and wastewater utility easements granted by Grantee(s) shall be given to the COUNTY at the time of such grants. Grantee(s) shall require any such corporation(s) to comply with the insurance requirements found in section 7 (B) herein.

6. Notices, demands, statements or other communications required or permitted under this instrument shall be in writing and shall be deemed to be properly given if sent by certified or registered mail, return receipt requested, or by nationally recognized overnight courier service, or by hand delivery at the following address:

If to the COUNTY: County of Dutchess, 22 Market Street, Poughkeepsie, New York  
12601 Attention: Legal Department

If to the Grantees or a Grantee: the address of the Grantee(s) set forth at the top of page 1 of this instrument

Any such notice, demand, statement, or other communication shall be deemed to have been given or made (1) upon delivery, if hand delivered, (ii) upon receipt or refusal of delivery after mailing, if mailed, postage paid, certified or registered mail, and (iii) upon receipt or refusal of delivery, if delivered, charges prepaid or charged to sender, by a nationally recognized overnight courier service. Any of the above addresses may be changed at any time by notice given as provided above.

7. (A) The COUNTY shall at all times maintain comprehensive general liability insurance with broad form coverage on an occurrence form basis, naming Grantees as an additional insured, against all claims on account of bodily injury, personal injury, death and/or property damage that arise from events, accidents, incidents or occurrences upon

or about the Easements granted herein. The policy of insurance shall provide minimum coverage of one million and 00/100 Dollars (\$2,000,000.00) on a combined single limit with respect to one accident or occurrence with a minimum \$5,000,000 annual aggregate. The policy of insurance shall also contain a broad or blanket form contractual liability endorsement covering the County's obligations under Section 8(A) below. The COUNTY shall provide to the Grantees certificates of insurance evidencing that such insurance is in effect.

(B) The Grantees shall at all times maintain comprehensive general liability insurance with broad form coverage on an occurrence form basis, naming the COUNTY as an additional insured, against all claims on account of bodily injury, personal injury, death and/or property damage that arise from events, accidents, incidents or occurrences upon or about the Easements granted herein.. The policy of insurance shall provide minimum coverage of one million and 00/100 Dollars (\$2,000,000.00) on a combined single limit with respect to one accident or occurrence with a minimum \$5,000,000 annual aggregate. The policy of insurance shall also contain a broad or blanket form contractual liability endorsement covering the Grantees' obligations under Section 8(B) below. The Grantees shall provide to the COUNTY certificates of insurance evidencing that such insurance is in effect.

8. (A) The COUNTY shall defend, indemnify, and hold harmless the Grantees from and against all claims, actions, proceedings, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorney's fees, arising out of or in connection with the use of Parcel Q by third parties as a public walkway, or the County's ownership, maintenance, use or operation of Parcel Q. Notwithstanding the preceding sentence, the COUNTY shall have no duty to provide defense and indemnification or hold a Grantee harmless hereunder if the event which gave rise to the claim, action, proceeding, etc., was caused by the sole negligence of a Grantee or a person acting on a Grantee's behalf.
9. (B) Each Grantee shall defend, indemnify, and hold harmless the COUNTY from and against all claims, actions, proceedings, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorney's fees, arising out of or in connection with the exercise of a Grantee's rights within Easement Area P-2, Easement Area P-5, Easement Area P-7, or Easement Area P-13 or elsewhere on a Parcel within the Property which is owned by the Grantee. Notwithstanding the preceding sentence, a Grantee shall have no duty to provide defense and indemnification or hold the COUNTY harmless hereunder if the event which gave rise to the claim, action, proceeding, etc., was caused by the sole negligence of the COUNTY or a person acting on the COUNTY'S behalf.
10. The COUNTY hereby extinguishes and terminates Easement E-12 shown on the Easement Plan which Easement E-12 is of no further force and effect.
11. This instrument shall be governed by and construed in accordance with the laws of the State of New York.

In witness whereof, the County has executed this instrument as of the date first set forth above.

COUNTY OF DUTCHESS

BY: \_\_\_\_\_

Name: Sue Serino  
Title: County Executive

State of New York      )  
                            SS.:  
County of Dutchess    )

On December   , 2025 before me, the undersigned, personally appeared Sue Serino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

---

Notary Public

**RECORD AND RETURN TO:**

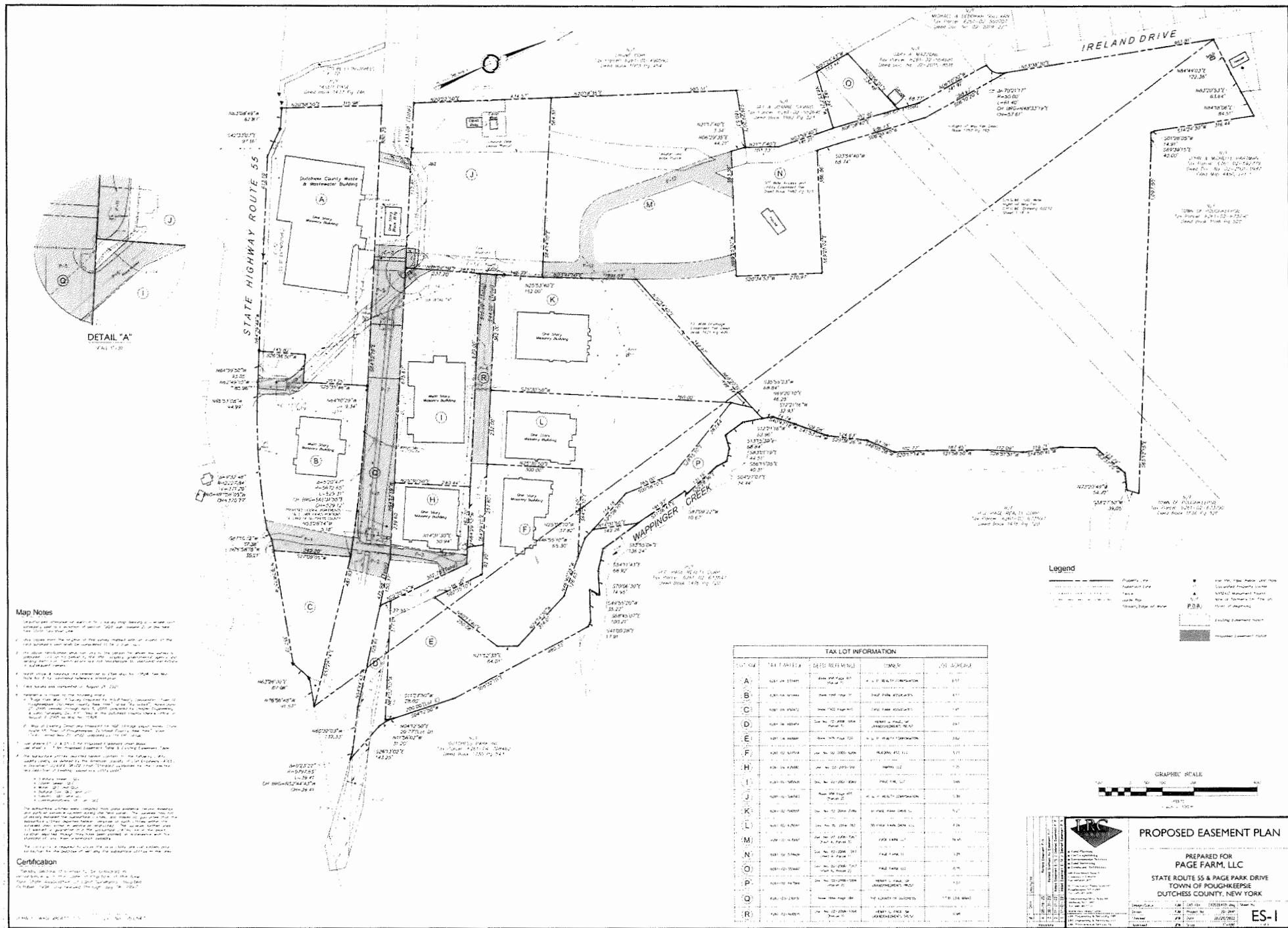
Gerard J. Comatos, Esq.  
Van DeWater & Van DeWater, LLP  
P.O. Box 112  
Poughkeepsie, New York 12602

Schedule P-2

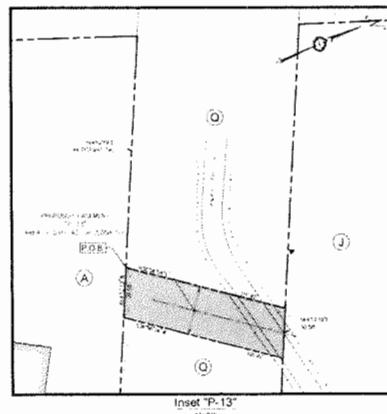
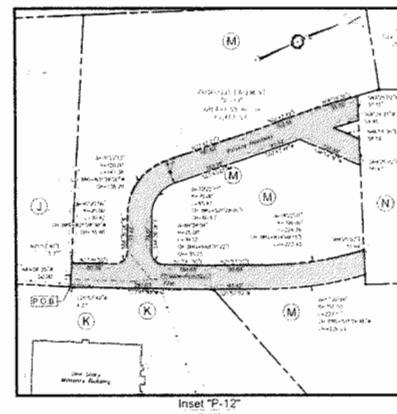
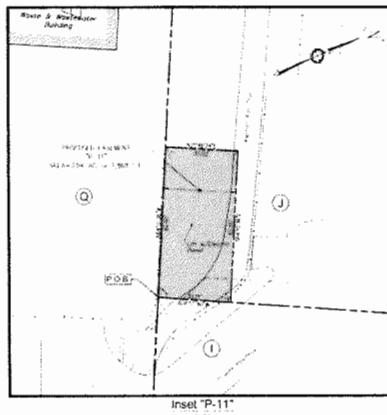
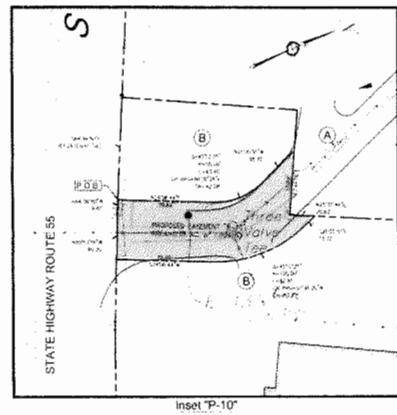
Schedule P-5

Schedule P-7

Schedule P-13







## Map Notes

## PROPOSED EASEMENT PLAN

PREPARED FOR  
PAGE FARM, LLC

STATE ROUTE 55 & PAGE PARK DRIVE  
TOWN OF POUGHKEEPSIE  
DUTCHESS COUNTY, NEW YORK

# 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)		
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		

Present: 12 Resolution: ✓ Total: 12 Yes: 0  
 Absent: 0 Motion:    No: 0  
 Vacant:    Abstentions:   

2025235 AUTHORIZATION TO EXECUTE PERMANENT EASEMENTS BETWEEN THE COUNTY OF DUTCHESS AND VARIOUS OWNERS AT PAGE CORPORATE PARK, IN CONNECTION WITH THE WILLIAM R. STEINHAUS DUTCHESS RAIL TRAIL (WRSDRT) IN THE TOWN OF LAGRANGE, NY

# 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		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
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		
District 24 - Dover and Pawling	House		

Present: 25

Resolution: ✓

Total : 25

0

Absent: 0

Motion:   

Yes   

Vacant: 0

Abstentions: 0

No   

2025235 AUTHORIZATION TO EXECUTE PERMANENT EASEMENTS BETWEEN THE COUNTY OF DUTCHESS AND VARIOUS OWNERS AT PAGE CORPORATE PARK, IN CONNECTION WITH THE WILLIAM R. STEINHAUS DUTCHESS RAIL TRAIL (WRSDRT) IN THE TOWN OF LAGRANGE, NY

Resolution No. 2025236 was pulled by the Chairman.

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2025237

RE: APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE FULL-TIME EDUCATORS' UNIT OF THE DUTCHESS UNITED EDUCATORS

Legislators CASWELL, TRUITT, HOUSTON, POLASEK, GORMAN, VERSACI, LAWLER, KAUL, and BRENDLI offer the following resolution and move its adoption:

WHEREAS, the Board of Trustees of Dutchess Community College have come to an agreement on the terms of a proposed contract for the period September 1, 2025, through August 31, 2029, with the Full-Time Unit of the Dutchess United Educators, and

WHEREAS, the Board of Trustees of Dutchess Community College has approved said proposed contract for said proposed term and which contract is dated 2025 – 2029, and

WHEREAS, the Legislature has before it a copy of said proposed collective bargaining agreement that has been approved by the Dutchess Community College Board of Trustees, and

WHEREAS, by resolution No. 2026-18 dated October 28, 2025, the Dutchess Community College Board of Trustees has requested that said agreement be approved by the Legislature, now, therefore, be it

RESOLVED, that the collective bargaining agreement, between Dutchess Community College Board of Trustees and the Full-time Educators' Unit of the Dutchess United Educators, which contract covers the period September 1, 2025, through August 31, 2029, is hereby approved as to terms and substance.

APPROVED

*Susan Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date Dec. 24, 2025

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



*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 \$ 0 \_\_\_\_\_

Total Current Year Revenue \$ 0 \_\_\_\_\_  
and Source

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

Identify Line Items(s):

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

Nature/Reason:

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

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

Additional Comments/Explanation:

Prepared by: Lisa Keto

Prepared On: 11/10/25

RESOLUTION NO. 2026-18

Board of Trustees, Dutchess Community College  
October 28, 2025

---

M. Dupree offered the following resolution and moved its adoption:

WHEREAS, existing bargaining agreements between Dutchess Community College and Dutchess United Educators (DUE) expired on August 31, 2025, and

WHEREAS, the College and DUE have come to agreement on the terms of a successor contract for the full-time DUE membership for the period September 1, 2025 through August 31, 2029, as outlined in the attached Memorandum of Agreement (MOA), which shall be attached to the official minutes on file, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approves said MOA, and be it

FURTHER RESOLVED, that said MOA be forwarded to the Dutchess County Legislature for its consideration and approval.

\*\*\*\*\*

Seconded by D. Cloud

*Motion Carried Unanimously*

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**DUTCHESS UNIT EDUCATORS (FULL-TIME)**

**-and-**

**DUTCHESS COMMUNITY COLLEGE**

It is hereby agreed by and between the parties that the collective bargaining agreement between the parties covering the period of September 1, 2020 through August 31, 2025 be extended for a period of four (4) years. The new Agreement shall commence September 1, 2025 and expire August 31, 2029. The predecessor contract shall remain unchanged except as modified below:

**1. Page 11, Modify Article 5.09(b), Sick Days, as follows:**

5.09 b) Sick Days

The Board of Trustees agrees that educators with 12 month responsibilities shall be granted twelve working days sick leave with pay for each year of service. **Educators with 10 month responsibilities shall be granted 10 working days sick leave with pay for each year of service.** Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of 165 working days. The College's unit for computation shall be in 15 minute increments.

**2. Page 14, Modify Article 5.12(b)(i), Parental Leave, as follows:**

b) Qualification Requirements for use of Parental Leave

i. Parental Leave applies to full time, regularly appointed educators who have been employed with the College for a period of no less than two years. Educators who have been employed with the College for less than two years are eligible for unpaid parental leave using the same guidelines as the FMLA. **Part-time work shall be counted toward the two (2) year eligibility requirement under the following formula: (1) For NTEs, each year of part-time service shall count as a  $\frac{1}{2}$  year of full-time service, provided that an NTE was regularly scheduled to work at least  $\frac{1}{2}$  the schedule of a full-time NTE; and (2) For Faculty, each 15 contact hours shall count as a  $\frac{1}{2}$  year of service.**

**3. Page 15, Modify Section 5.12(d) as follows:**

d) Use of Accrued Benefit Time to Supplement a Paid Parental Leave

- i. In addition to the 8 calendar weeks of Paid Parental Leave, educators may use accrued benefit time, ~~with the exception of sick leave~~, to supplement the leave. All anticipated use of accrued benefit time should be clearly indicated in the Plan for Parental Leave.
- ii. Use of accrued benefit time may not extend the total Paid Parental Leave to more than six months. Available accrued benefit time will not impact the approval of, or length of, the Paid Parental Leave.

**4. Page 16, Revise Section 5.12(g), Sick Leave, as follows:**

g) Duration of Parental Leave Provision

Parental Leave benefits provided under this Section shall expire on August 31, **2029** ~~2025~~ with the expiration of the Contract. If the successor collective bargaining agreement does not include a provision for paid parental leave, then the parental leave policy would revert to the prior parental leave policy contained in the 2016-2020 CBA (Section 5.12).

**5. Page 10, Revise Section 5.08(g), Sick Leave, as follows:**

g) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness and for bereavement. A maximum of 45 days of sick leave per year may be used for family illness. Family illness is illness of a parent **or parent-in-law (biological, adoptive, step or foster)**, spouse/domestic partner, or child **(biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability)**. The term “domestic partner” shall be defined in accordance with the ~~New York State Public Health Law Section 2961~~ **Dutchess County Local Law 2-2022**, as amended from time to time.

**6. Page 12, Revise Section 5.09(g), Sick Leave, as follows:**

g) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness and for bereavement. A maximum of 45 days of sick leave per year may be used for family illness. Family illness is illness of a parent **or parent-in-law (biological, adoptive, step or foster)**, spouse/domestic partner, or child **(biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability)**. The term “domestic partner” shall be defined in accordance with the **Dutchess County Local Law 2-2022** ~~New York State Public Health Law Section 2961~~, as amended from time to time.

**7. Page 7, Revise Section 5.06(d), Compensatory Time for NTEs, as follows:**

(d) Compensatory Time

The Board of Trustees shall grant Non-Teaching Educators compensatory time off for additional job-related work required to be performed outside of the Non-Teaching Educator's regular work schedule.

Such additional required work, whenever feasible, using the College's provided form must be preapproved by the Non-Teaching Educator's supervisor and the division VP or designee.

Compensatory time is cumulative up to a maximum of **10 7**-days per fiscal year. The College's unit for computation of accrual shall not be less than one-half hour. Required attendance on a non-work day will accrue a half day for up to 3.5 hours of work and a whole day for work in excess of 3.5 hours.

Accrued compensatory time that is unused at the end of the fiscal year must be taken within the first 90 days of the new fiscal year and shall **be paid out if not used by that date, not be liquidated in cash at any time.**

8. **Page 18, Insert new subsection (l) under Article 5.17 entitled "Bereavement Leave for Half-Time Lecturers" as follows:**

l) Bereavement Leave for Half-Time Lecturers

**Half-time lecturers shall be granted bereavement leave of one class hour per semester for each class hour taught per week.**

9. **Page 9, Revise Article 5.07, Bereavement Leave, as follows:**

Bereavement leave is the absence due to the death of an educator's ~~mother, father, parent or parent-in-law (biological, adoptive, step or foster), mother-in-law, father-in-law, husband, wife, spouse, domestic partner, siblings, children (biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability), second-degree relative (e.g. grandparent, grandchild, aunt, uncle, etc.) or other dependents, or household members.~~ Educators may use up to four (4) paid bereavement days for each loss.

10. **Page 59, Revise Article 9.02, Electronic Timekeeping System, as follows:**

~~Effective Fall 2018, the College will implement the use of the College's electronic timekeeping system to track leave benefits for full-time teaching educators. The electronic system will replace the current manual process using the FT Faculty Absentee Report. Faculty will be Full-time Educators are required to only use the College's electronic timekeeping system to report a day absent, selecting the type of benefit leave to be used (sick, personal, etc.). Faculty will not be required to report daily time in and out. Non-Teaching Educators will be required to enter their~~

**daily total hours worked. Compensatory time can only be earned when the Compensatory Time Request form has been submitted and approved prior to the time worked.** Supervisors or their designees will be required to approve the time off submissions.

Earnings, usage, donations, and balances of leave benefits will be available and displayed through the electronic system.

**11. Page 60, Create new Article entitled “Grant Funded Educator Positions” which provides as follows:**

**Section 1:** A grant funded position shall be defined as a position that was created from the proceeds of a grant where at least 1/3rd of the educator's salary is drawn from the grant. A grant funded position shall not include educators in existing positions **as of the date of ratification of this Memorandum of Agreement** who are transferred over to grant funding temporarily.

**Section 2:** A grant funded educator may only be appointed to a grant-funded position in increments of one year or less, regardless of the duration of the grant.

**Section 3:** The tenure and promotion provisions of Section 7.03(g) shall not be applicable to grant funded teaching educators.

**Section 4:** The provisions of Section 7.07 Non-Renewal of Appointments of Non-Tenured Teaching Educators shall not be applicable to grant funded teaching educators.

**Section 5:** The College may only remove a grant-funded educator during their one-year appointment with cause and by application of the disciplinary procedure provided in Article 7.13, Section 4 – Disciplinary Procedure. However, if the basis for removal during their one-year appointment is due to a loss of funding for the position, the decision to terminate the appointment shall not be subject to the grievance procedure, but the grant-funded educator shall be provided with one month's written notice of such termination.

**Section 6:** The retrenchment provisions of Section 7.10(a) shall not be applicable to grant funded educators.

**Section 7:** A grant-funded faculty member who has served 2 or 3 years in a full-time grant-funded position who is appointed to a tenure-track position may apply up to one-year toward the 5 years required for the continuing appointment decision.

**12. Page 50, Revise Section 7.14, Department Chair Appointment and Nomination Procedures as follows:**

**7.14 Department Chair Appointment and Nomination Procedures**

Department Chairs are appointed by the President of the College to serve for three-year terms.

Typically, elections shall be held within a department to nominate a Department Chair every three years:

- (1) The Office of ~~Vice President for~~ Instruction and Learning shall call for letters of interest prior to the first department meeting after the start of classes in the spring semester. Any tenured faculty member who has a willingness to serve submits a letter of interest to **OAA Office of Instruction and Learning** within a two-week period from the call for letters of interest.
- (2) If there are no tenured faculty who have come forward within the department at the end of a two week period, a call for letters of interest will open for ~~an~~ ~~one~~ additional week for non-tenured full-time faculty within the department.
- (3) If there are no letters of interest from full time faculty for Department Chair within a Department, a call for letters of interest will open for an additional week for tenured faculty from any Department of the college.
- (4) The most senior member of the departmental faculty not seeking the position of Department Chair shall call and conduct a meeting of departmental ~~full-time~~~~full-time~~ faculty for the purpose of determining the department's nomination for Department Chair.
  - a. This meeting shall take place no later than 2 weeks after the close of call for letters.
  - b. The announcement shall be in writing and must be issued at least seven working days in advance of the meeting. Accompanying the notice of the meeting will be a list of candidates and their letters of interest.
  - c. A quorum for the meeting shall consist of a minimum of 60% of the members of the department.
  - d. At the meeting, candidates will be given the opportunity to address their departmental colleagues for ten minutes or less regarding their candidacy.
  - e. Only ~~full-time~~~~full-time~~ faculty within the department and present at the meeting may vote.
  - f. Voting will be by secret ballot, providing a list including the candidates' names and a choice for "none of the above". Each person will select one of the choices on the list.
  - g. A departmental subcommittee of at least two members shall collect the ballots and deliver them in a sealed envelope to the Office of ~~Vice President for~~

Instruction and Learning **or their designee**. Ballots will be counted by the Office of Vice President for Instruction and Learning in the presence of the subcommittee.

(5) Within two business days, the Office of Vice President for Instruction and Learning will forward the results of the department vote to all ~~full-time~~ **full-time** department faculty.

(6) The Office of Vice President for Instruction and Learning shall forward the results of the department vote along with the recommendation of the Vice President for Instruction and Learning to the President.

(7) Typically, the President of the College will appoint the department's nominee to the position of Department Chair no later than April 15. Should the President choose to appoint a Department Chair who was not a candidate with plurality support within the department, the President shall share the reasons for the decision in writing with all full-time faculty members of said department.

**If “none of the above” receives plurality support in the department vote, a revote shall take place in which the voting process is repeated, provided that all steps of the voting process can be completed prior to the last day of faculty obligation. If such a revote is necessary, the time frames afforded the revote may be shortened to ensure the process can be completed in a timely manner. In the event that a department has only one tenured faculty member willing to serve, and “none of the above” received plurality support in the department vote, the revote process begins with step 2 above.**

In the event of an unplanned vacancy, the President may appoint an interim Department Chair **based on consultation with the full-time faculty in the department (and in consideration of any votes that have taken place)**. In that case, the departmental nomination process will be completed as soon as possible within the confines of the academic calendar. An interim Department Chair shall not serve more than one full semester without consultation with the full-time faculty in the department.

~~For the initial implementation, the departments chair nomination cycle shall be determined by seniority of existing department heads with approximately the same number of Department Chairs appointed over the three years beginning with Spring 2017.~~

~~(Specifically, beginning in the spring term of 2017, voting will take place in the Allied Health and Biological Sciences Department, the English and Humanities Department and Performing, Visual Arts and Communications Department. In spring of 2018, voting will take place in the Business Department, Engineering, Architecture, and Computer Technologies Department, History, Government and Economics Department and Nursing Department. In spring of 2019, voting will take place in the Behavioral Science Department, the Mathematics and Computer Science Department and the Physical Science Department.)~~

13. **Page 32, Revise Section 6.11, Responsibilities and Practices of Educators:**

- A. Change heading from “Workweek for Non-Teaching Educators” to “Work Schedule for Non-Teaching Educators”
- B. Replace “ratification of MOA” with the date of the ratification of the MOA which is August 22, 2022.

**14. Page 63, Modify Appendix B, Salary Schedules, as follows:**

Add the following steps to the salary schedule:

<u>Title/Group</u>	<u>Steps to be Added *</u>	<u>Increment Value</u>
Group B	Step 25	\$1,450
Instructor (Group A)	Step 25	\$1,676
Nursing Instructor	Step 25	\$1,934
Assistant Professor (Group 1)	Step 27	\$1,895
Associate Professor (Group 2)	Step 29	\$2,116
Full Professor (Group 3)	None	N/A

\* For the newly added steps, faculty and NTEs shall only move one step per year regardless of the number of years that the faculty member or the NTE has been on the top step.

Change heading on the column for steps from “level” to “step.”

**15. Page 35, Modify Article 7.02, Faculty Evaluation Process, as follows:**

**Article 7.02 — Faculty Educator Evaluation Process**

**a) Purpose**

The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to recognize and encourage outstanding professional performance by providing a process that includes supervisory, peer, and self-review. Through this process, faculty **and non-teaching educators** are able to identify areas of excellent performance and areas for improvement, and peers and supervisors are able to provide useful feedback for consideration. Support of a professional working environment and professional development are key elements of an outstanding professional performance; therefore, the evaluation process also addresses possible actions as a result of the evaluation process. An evaluation of **faculty and educator** shall be based on total professional performance.

**(new line feeds to move this CBA language to its own paragraph)** The evaluation of a full-time faculty member is conducted by the faculty member’s department chair. An exception is for a full-time faculty member serving as department chair. In that case, the faculty member’s evaluation is conducted by the Office of Vice President for Instruction and Learning.

The evaluation of a non-teaching educator is conducted by the non-teaching educator's direct supervisor using forms as provided by the Office of Human Resources. Notice to DUE for the creation of the non-teaching educator evaluation form for the 2026-2027 academic year shall be six (6) months. Each year thereafter, the College will notify DUE one (1) year in advance of any changes to the non-teaching educator evaluation forms. The College will consider any suggestions, submitted by DUE within 60 days of said notice, concerning announced changes. Edits submitted by DUE and agreed to by the College can be made within nine (9) months of implementation. The final decision on the non-teaching educator evaluation form is the College's and any changes to the form would not be subject to the grievance procedure. The timeline for non-teaching educator evaluations is located in Appendix K.

b) **Faculty** Evaluation Process

The primary component of the evaluation process is the Professional Development Report which provides detailed information concerning the three aspects of faculty: teaching, service, and scholarship. Classroom observations and student surveys of teaching are a part of the process to supply first-hand information about the faculty member's teaching practice. The process also includes review of procedural responsibilities of faculty.

Detailed information about the Professional Development Report and process is located in Appendix C, requirements for syllabi is located in Appendix D, classroom observation process in Appendix E, student survey of teaching process is located in Appendix F, student survey of teaching form is located in Appendix G, and guidelines to address faculty evaluation recommendations is located in Appendix H. The processes described in Appendices C through H will be implemented starting in fall 2017.

**[ADD NEW] APPENDIX K - Timeline for Evaluation of Non-Teaching Educators**

The timeline details actions required during the NTE's provisional period (first 12 months of full-time employment unless extended for approved leaves of absence or by mutual agreement between the College and the Union) through to the date of eligibility for earning a three-year appointment. After the first year, an evaluation using the PDR for Non-Teaching Educators is completed every year. NTEs on a three-year appointment are evaluated once every three years in the third year of that appointment.

<b>Month of Employment</b>	<b>Action by Supervisor</b>	<b>Resulting Consequence</b>
<b>Months 1 and 2</b>	<b>Could be given an Initial Performance Appraisal Letter, a "formal, written performance appraisal outlining satisfactory performance and areas requiring</b>	May be removed from their position for only gross misconduct.

	improvement.”	
<b>Month 3</b>	<b>Must be</b> given an Initial Performance Appraisal Letter, a “formal, written performance appraisal outlining satisfactory performance and areas requiring improvement.”	If there is a determination of unsatisfactory service, the employee may be placed on warning and notified of possibility of termination of employment.  Supervisor will outline an Improvement Action Plan and <b>timeframe</b> for follow up to review progress.
<b>Months 4 - 9</b>	“If the employee fails to meet the improvement action plan requirement within the outlined time frame, the employee may be terminated for unsatisfactory performance or misconduct...”	Received at least two weeks of notice for termination
<b>Months 10 through 12</b>	“During the final three months of the provisional period, continued satisfactory performance of the employee will be evaluated and documented.	Receive at least one month’s notice of termination
<b>Month 12</b>	Supervisor must hold a formal evaluation, using the Assessment of Provisional Period form	Is evaluated based on how the individual has acclimated to the campus, communicates internally and externally, and understands and works within College goals
<b>Month 13</b>	Employee is granted one-year regular employment status.	Start date is initial start date.  Employee is entitled to at least 12 months of notice of non-renewal or one month notice if employed through a grant or externally funded program subject to and in accordance with Section 7.11(b).
<b>Months 24 and 36</b>	Annual PDR	Employee is granted one-year regular employment status.
<b>Month 48</b>	Annual PDR	After 3 years of positive evaluations and recommendations for merit increases, employee is eligible for a Three-Year Appointment.

**16. Pages 35-37, Modify Article 7.03 Promotion of Teaching Educators as follows:**

**7.03 Promotion of Teaching Educators**

**a) Commitment to Sound Policy of Appointment and Promotion**

The Board acknowledges a commitment to a professionally sound policy of appointment and promotion to positions of academic rank based upon the instructional needs of the academic program and student enrollment and the professional progress and achievement of the teaching educators. To this end, each year the Board of Trustees shall provide for the promotion of those full-time teaching educators eligible and qualified for promotion in rank to the extent that positions are available to support such promotions. Availability of positions will be determined by budgetary criteria.

**b) Committee on Promotion and Tenure**

A Committee on Promotion and Tenure shall be established to advise the President and Board of Trustees on all matters having to do with promotion of teaching educators, granting of continuing appointments and non-reappointment of continuing appointments. The Committee shall consist of ~~10~~ **one (1)** tenured faculty member —one—from each department, with ~~one-half~~ **either four or five** elected annually by the teaching educators. Each department **receives the list of faculty members in that department eligible to serve on the Promotion and Tenure committee and** will elect its representative through a process conducted by the office of the Vice President for Instruction and Learning or their designee. Department Chairs will be ineligible to serve if they have candidates for promotion or tenure from their department. No faculty member will be allowed to serve more than two successive two-year terms. No candidate for promotion shall serve on the committee during the period of their candidacy for promotion.

**c) Departmental Consideration for Promotion and Tenure**

Within each department of the College, all teaching educators meeting minimum requirements for promotion and/or tenure shall **submit their application (see Appendix X) for consideration** be considered by a committee composed of the Department Chair and all tenured teaching educators of that department. Formal procedures for departmental recommendations on promotions and continuing appointments shall be made in accordance with procedures promulgated by the Board of Trustees and distributed to all full-time faculty at the start of each academic year. The College will notify DUE six months in advance of any changes to the application and the College will consider any suggestions, submitted by DUE within 60 days of said notice, concerning announced changes.

**d) Departmental Recommendations Consideration of Candidates by the Committee on Promotion and Tenure**

~~All~~ **d**Departmental recommendations are included as part of each candidate's completed application and all completed applications shall be forwarded in writing to the Committee on Promotion and Tenure. Department Chairs who wish to recommend promotions, continuing appointments or non-reappointments of continuing appointments will be invited, along

with the candidate, to appear before the Committee to support their recommendations. A Department Chair may be accompanied by an additional staff member of their choice. Department Chairs may also be required to justify their failure to recommend an eligible teaching educator for promotion.

**The P&T Committee convenes, elects a chair, and receives all applications no later than 15th of December.**

e) Recommendations from Committee on Promotion and Tenure

**Following initial deliberations, the P&T Committee Chair shall conduct a vote separately for each applicant. Committee members shall vote “recommended” or “not recommended” on each applicant for tenure. Committee members shall vote “recommended” or “not recommended” on each applicant for promotion. Should any vote not be unanimous, deliberations will continue. After deliberations, should the second vote not be unanimous, then applicants are considered “recommended” or “not recommended” based on the result (majority) of the second vote.**

The Committee on Promotion and Tenure shall forward, in writing, its recommendations to the Vice President for Instruction and Learning or their designee. The Vice President for Instruction and Learning or their designee shall carefully consider the recommendations of the P&T Committee and shall thereafter forward **the recommendations of both the VP of I&L and the P&T Committee** their recommendations, together with the Committee’s recommendations, to the President. The President, in **making their own recommendations**, shall carefully consider the recommendations of the P&T Committee and the VP of I&L and shall thereafter forward **their all their three sets of recommendations**, together with the Committee’s recommendations, together with the Committee’s recommendations to the Board of Trustees.

f) Public Notice of Promotion and Tenure

Notice of promotion and tenure shall be publicly announced within a reasonable time after the individuals concerned are notified.

g) Eligibility for Tenured Appointments

Eligibility for tenured appointments is set at no more than six years of full-time teaching at the College.

**17. Pages 22-25, Modify Article 5.22, Contract Sick Leave Bank, as follows:**

- A unit member’s ability to use sick leave bank would be capped at 120 work days per 2 year period
- Language about a sunset clause is to be deleted.

**18. Pages 7 and 13, Modify Article 5.06(c), Personal Leave, and Article 5.11, Personal Leave for Teaching Educators, as follows:**

5.06 c) Personal Leave

The Board of Trustees shall grant non-teaching educators ~~four~~**five** days of personal leave credit per academic year. ~~In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement.~~ Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave for continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature. To facilitate proper staffing and smooth operation of College offices, non-teaching educators shall provide advance notice to their supervisor for observance of a religious holiday, for attending planned family affairs (such as a wedding), and for conducting planned personal business (such as meeting with a personal accountant).

#### 5.11 Personal Leave for Teaching Educators

The Board of Trustees shall grant teaching educators ~~three~~**four** days of personal leave credit per academic year. ~~In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement.~~ Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave, for tenured and continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature. To facilitate proper staffing and smooth operations of College offices, teaching educators shall provide advance notice to their supervisor for observance of a religious holiday, for attending planned family affairs (such as a wedding), and for conducting planned personal business (such as meeting with a personal accountant).

#### **19. Page 25, Modify Article 6.02, Dates of Professional Obligations, as follows:**

##### 6.02 Dates of Professional Obligations

The professional obligations of teaching educators shall include no more than five working days beyond the time between the first day of classes in the fall and graduation in the spring. The specific dates of obligation will be stated in the academic calendar.

Department Chair days of obligation shall include all days of faculty obligation. The College recognizes that the role of Department Chair involves some work during the summer months. Therefore, the College will compensate Department Chairs for **one hundred forty (140) seventy (70) hours** at the ~~non-teaching~~ rate for **non-job related work**. As **part of those one hundred forty hours**, a maximum of fifteen hours will be scheduled in consultation with the Office of Vice President for Instruction and Learning. Payment will be tendered in the last payroll of the fiscal year.

The professional obligations of non-teaching educators shall be from September 1 until the following August 31.

**20. Pages 42-43, Modify Article 7.08 a)1, Non-Teaching Educator Provisional Employment Period, edited as follows:**

**7.08 Non-Teaching Educator Provisional Employment Period**

The purpose of a provisional period for full-time Non-Teaching Educators is to allow the College sufficient time to evaluate a new employee's performance before regular employment status and the contractual obligation regarding notice of separation are granted.

**a) Procedure**

1. Any employee hired into a full-time Non-Teaching Educator position will serve a maximum of twelve (12) months provisional period of service (**refer to Appendix K for evaluation timeline**). This process is not applicable to promotional appointments or position upgrades from other DUE-covered full-time positions.

**21. Page 4, Modify Article 4.02, Release Time for DUE Leaders, as follows:**

**4.02 Release Reassigned Time for DUE Leaders**

**a) DUE President**

A teaching educator serving as President of DUE will be released **reassigned** from fifty percent of annual contractual load to be distributed between Fall and Spring semesters. **If the DUE President is an NTE, they shall be provided with 154 hours of reassigned time from their full-time workload.** The cost to cover the reassigned time/workload will be equally shared by DUE and the College.

**In the case that the President of DUE is an NTE, the following shall apply:**

- **The NTE will work with their direct supervisor to create an outline of reassigned time usage.**
- **The direct supervisor and the NTE will identify the person(s) most appropriate to subsume the NTE's work, with HR's approval. The NTE's work can be reassigned by the College to a unit or non-unit member, for the specific time requested by the NTE, for the term of their presidency. The reassignment of this work is non-precedent-setting and does not forfeit the Union's right to this work.**
- **The NTE will account for the usage of reassigned time using the designated code within the electronic time-keeping system. This will be tracked with a form until a unique code can be created in the electronic time-keeping system.**

**Only one person at a time shall be awarded reassigned time for union presidential duties.**

**22. Page 37, Modify Article 7.04, Promotion for Non-Teaching Educators, as follows:**

**7.04 Promotion of Non-Teaching Educators**

**(a) Commitment to Sound Policy of Promotion**

The Board acknowledges a commitment to a professionally sound policy of promotion for Non-Teaching Educators based on professional progress, Professional Development Reports (PDR **for Non-Teaching Educators, see Appendix K**), contribution to the college and/or achievement. To this end, each year the Board will provide for the promotion of those full-time Non-Teaching Educators who are eligible and qualified for promotion to the extent that budgetary criteria permit.

**(b) Granting Promotional Increments**

Non-Teaching Educators who have met the minimum qualifications for a given group will be eligible to be considered for a promotional increment according to the guidelines described in Appendix I. **A promotional increment provides up to a three (3) step increase within a given salary group.**

**(c) Other Promotion Processes**

~~The Administration and DUE will complete discussion of other promotional opportunity processes for Non-Teaching Educators and create a MOA through Labor Management discussions within one year of the 2016-2020 contract ratification.~~

**(cd) Public Notice of Promotion**

Notice of promotion shall be publicly announced within a reasonable time after the individuals concerned are notified.

**(de) Job Audits-Request**

Requests for job audits must be approved by the Non-Teaching Educator's Vice President and submitted to the Office of Human Resources. **Not more than once in thirty (30) months, any member who has a demonstrable and substantial change in job functions or responsibilities, and who requests a job audit, shall have their job re-evaluated.** To determine the position's proper pay and title classification, the job audit shall begin with the job analysis questionnaire, which will be completed (a) by the incumbent where they have been in the job 24 months or more, or (b) by the immediate supervisor at any time. The job analysis questionnaire shall be created by the Office of Human Resources within three (3) months of the ratification of the Memorandum of Agreement. The Office of Human Resources shall solicit input from the Union President prior to finalization of the questionnaire. The request

for a job audit must be acknowledged and the review process must begin within ninety (90) days of the request being received.

The completed job analysis questionnaire and a letter of support from the member's supervisor will be submitted to the Office of Human Resources for a review. This review process is comparative and based on job duties, the level of responsibility, and skill. A determination will be made as to which pay and/or title classification is most suitable for the position. The findings could be that the position should be retained in its current classification or reallocated to a different classification.

The job audit findings are issued to the employee with a copy to DUE generally within 60 days of the request.

The decision to grant an employee's request for job reclassification is subject to the approval of Human Resources and the denial of such approval by Human Resources is not subject to the grievance procedure. Any job reclassification shall take effect from the date that the employee submitted the request for the job audit.

**(e)(f) Salary Group**

Non-Teaching Educators who are promoted to a new salary group as the result of **promotion or a job re-evaluation audit** will be moved horizontally on the salary schedule.

**(f) Internal Posting of Non-Teaching Educator Job Opportunities**

When a Non-Teaching Educator position at the College becomes vacant, or a new NTE position is created, and the College plans to fill such position, a vacancy/opening announcement shall be posted internally, through email, one week prior to posting the position externally.

**23. Page 5, Modify Article 5.02, Tuition Reimbursement, as follows:**

Article 5.02 — Tuition Reimbursement shall be edited as follows:

For the period of this contract, sums of money shall be allocated each year for reimbursement of tuition fees for Dutchess United Educators for study as approved by the Office of Vice President for Instruction and Learning for teaching educators and by the **Area Vice** President for non-teaching educators.

For each year of this Agreement, the sum shall be \$35,000, not including SUNY waivers. Limitations shall be **\$2,000.00 3,500** per year including SUNY tuition waivers and tuition reimbursement to each Educator. Among teaching educators, those taking courses to satisfy promotion and tenure requirements will be given first priority. Guidelines for this policy will be determined by the College and shared in writing with DUE.

**24. Page 6, Modify Article 5.03, Tuition Waiver, as follows:**

The added sentence shall be included in each of the other contract provisions in which “domestic partner” is referenced (5.07 Bereavement Leave, 5.08(g) Sick Leave for Teaching Educators, Uses of Accumulated Sick Leave, and 5.09(g) Sick Leave for Non-Teaching Educators, Uses of Accumulated Sick Leave.

The College shall provide a tuition waiver program for full time educators, their spouses, **their domestic partners**, dependent children, and dependent stepchildren. **The term “domestic partner” shall be defined in accordance with Dutchess County Local Law 2-2022, as amended from time to time.** The waiver of tuition shall be limited to a total budget amount of \$150,000 during each year of the contract. When the limit is reached in any given year, no further waivers will be allowed. The tuition waiver applies to credit courses only.

In a class section where tuition waiver students are enrolled, the College will, where facilities permit, increase the class size above the maximum by a number equivalent to the number of tuition waiver students enrolled in that class section. In no case shall a particular class be increased because of this article by more than three students without the faculty member’s approval.

All normal registration procedures will apply to individuals utilizing this benefit.

**25. Page 18, Modify Article 5.17, Early Retirement, as follows:**

Concurrent with contract ratification, the College and the Union agree to a one-time MOA to provide an early retirement incentive with the Articles provided below.

- I. There shall be a one-time expanded window for eligibility for the early retirement incentive at 50% of the eligible educator’s final academic year salary. Educators whose age is 65 years or more are not eligible for early retirement. Eligible educators whose age plus service is at least 75 years but less than 85 years, as of the effective date of their retirement, shall be eligible for this retirement incentive, provided that:
  1. they submit their letter of retirement to the Office of Human Resources between the execution of this Agreement and no later than 5:00 p.m. on **November 15, 2025**; and
  2. their retirement is effective between May 15, 2026 and August 31, 2026.
- II. Other than this expanded window to qualify for the early retirement incentive, all other provisions of Article 5.17 apply to educators that qualify for this one-time incentive, except (d), (e), and (h).
- III. Any unit member interested in setting their day of retirement earlier than May 15, 2026, may request an earlier date, not earlier than January 1, 2026, to be considered by the College President. Denial of such a request is non-grievable.

IV. The above actions and statements are taken and given under recognition that they are mutually beneficial and shall not be precedent setting or binding in any other matter.

**26. Pages 53, Modify Article 8.01(b), Overload Teaching, as follows:**

Article 8.01 (b) — Overload Teaching shall be edited by adding the paragraph provided below at the end of Article 8.01(b) Overload Teaching.

**When full-time Non-Teaching Educators are approved to teach credit courses by the respective academic department, they serve in that teaching role as a part-time teaching educator and that work is wholly governed by the collective bargaining agreement (CBA) between the College and DUE's Part-Time Bargaining Unit. This includes appointment, re-employment, evaluation, and salary but excludes benefits, other than Professional Leave, specifically provided for part-time teaching educators. Non-Teaching Educators seeking to teach a course during their regular work schedule must request written permission of their Supervising Vice President for a schedule adjustment. Full-time Non-Teaching Educators are assigned to the rank of instructor at step 1, unless they hold a terminal degree, in which case they would be assigned to the rank of assistant professor at step 1. If a Non-Teaching Educator has taught at least 30 contact hours at the College, then the NTE will be placed at step 2 in the appropriate rank.**

**27. Page 56, Modify Article 8.01(h), Remuneration for Non-Job Related Assignments, as follows:**

Remuneration for non-job related assignments voluntarily assumed by non-teaching educators and approved by the supervising dean and registration-related and non-job related assignments voluntarily assumed by teaching educators and approved by the Office of Vice President for Instruction and Learning shall be at the rate of \$35 per hour for those who are in their first or second semester of full-time employment, and at the rate of \$40 per hour for those who are in their third semester or more of full-time employment. Effective September 1, 2027, the rate shall be increased to \$45 per hour.

**28. Page 58, Modify Article 8.01(k), Duties Other than Classroom Teaching, as follows:**

Duties other than classroom teaching related to a teaching educator's professional role can be utilized to achieve full loads. These duties with equivalent contact hours are: for advising the official student newspaper, three per semester; for advising the official student literary magazine, one per semester; for coordinating the Honors program, three per semester; for directing the Art Gallery, three per semester; for coordinating the writing center, six per semester; for directing the official College play, one per play, in addition to the contact hours for teaching the course; **for serving as Faculty Assessment Leader, half the teaching educator's annual teaching load per year; for serving as Layout Artist and Design Consultant for Student Publications, two contact hours in fall and three in spring; for serving as Director of Forensics (Debate), three**

per semester; for serving as Chemical Hygiene Coordinator, 1.5 per semester; for coordinating the Nursing Preceptor Program, 1.5 per semester; for coordinating the Phi Theta Kappa chapter, three per semester; for coordinating and supervising the Ceramics Lab, three per semester; for serving as Director of Food Pantry, three per semester, and 1.5 for summer; for Music Lesson Coordinator, three per semester; for Music Lab Maintenance, one per semester; for Public Health Lead, 1.5 per semester; for supervising the ARC Graphics lab, three per semester; for Lab Nursery School Supervision, one per semester; for FAA Reporting for AVI, four per semester; for CASAC Coordinator, three per semester.

Nothing herein shall require the College to maintain the aforementioned duties or to utilize a full-time unit member when the work has not been exclusively performed by bargaining unit members. Part time unit members may also perform the work in these positions.

Should the College choose to hire a full-time teaching educator for any of the above-mentioned duties, whenever possible, the College will support the educator's department so that the teaching educator may be compensated with the reassigned time. However, any hour, or fraction of an hour, of overload it will divide these educators, for compensation purposes, into two groups: those certain to have full loads on an annual basis who will be paid on the overload payment schedule, and those not certain of full teaching loads who will be paid on the overload payment schedule.

For any duties undertaken for an academic year or more, the time commitment will be reviewed annually and compensation adjusted accordingly. Additionally, the College maintains the discretion to evaluate unit members in these "other than classroom teaching duties" on an evaluation process established by the College and with input from DUE.

29. Page 17, Modify Article V, Benefits for Educators, Section 5.15(b) Employee Contribution, as follows:

b) Employee Contribution

Effective September 1, 2018, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:

<b>Educator Contributions to Health Care Plan Monthly Premiums</b>		
<b>Effective September 1, 2018</b>		
<b>Plan Type</b>	<b>Individual Coverage</b>	<b>Family Coverage</b>
BC/BS Healthy Advantage	4%	12.5%
BC/BS EPO 20	2%	8%

Effective January 1, 2023, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:

<b>Educator Contributions to Health Care Plan Monthly Premiums</b>		
Effective January 1, 2023		
<b>Plan Type</b>	<b>Individual Coverage</b>	<b>Family Coverage</b>
BC/BS Healthy Advantage	4.5%	18%
BC/BS EPO 20	2%	8%

**Effective January 1, 2026, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:**

<b>Educator Contributions to Health Care Plan Monthly Premiums</b>		
Effective January 1, 2026		
<b>Plan Type</b>	<b>Individual Coverage</b>	<b>Family Coverage</b>
BC/BS Healthy Advantage	10%	20%
BC/BS EPO 20	2%	8%

**Effective January 1, 2027, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:**

<b>Educator Contributions to Health Care Plan Monthly Premiums</b>		
Effective January 1, 2027		
<b>Plan Type</b>	<b>Individual Coverage</b>	<b>Family Coverage</b>
BC/BS Healthy Advantage	15%	20%
BC/BS EPO 20	3%	9%

**Effective January 1, 2028, Educators enrolled in health coverage will contribute to the cost of their health care plan monthly premiums at the following rates:**

<b>Educator Contributions to Health Care Plan Monthly Premiums</b>		
Effective January 1, 2028		
<b>Plan Type</b>	<b>Individual Coverage</b>	<b>Family Coverage</b>
BC/BS Healthy Advantage	20%	20%
BC/BS EPO 20	3%	9%

Employee contributions will be made on a pre-tax basis. Annual employee health care plan premium contributions will not exceed the maximum contribution in a calendar year as indicated for each of the health care plans and coverage. The maximum will be proportionately calculated if an Educator changes plan and/or coverage within a calendar year.

<b>Maximum Annual Contribution per Calendar Year through December 31, 2025</b>		
<b>Plan Type</b>	<b>Individual Coverage</b>	<b>Family Coverage</b>
BC/BS Healthy Advantage	\$1,000	\$7,000
BC/BS EPO 20	\$500	\$3,500

<b>Maximum Annual Contribution January 1, 2026 through December 31, 2027</b>		
<b>Plan Type</b>	<b>Individual Coverage</b>	<b>Family Coverage</b>
<b>BC/BS Healthy Advantage</b>	<b>\$3,200</b>	<b>\$9,500</b>
<b>BC/BS EPO 20</b>	<b>\$600</b>	<b>\$4,125</b>

<b>Maximum Annual Contribution Starting January 1, 2028</b>		
<b>Plan Type</b>	<b>Individual Coverage</b>	<b>Family Coverage</b>
<b>BC/BS Healthy Advantage</b>	<b>\$5,250</b>	<b>\$11,500</b>
<b>BC/BS EPO 20</b>	<b>\$700</b>	<b>\$4,750</b>

The College agrees to provide an annual statement to DUE of the cost reduction or increase resulting from the changes to health insurance under this agreement.

30. **Page 29, Replace Section 6.10, On-Line Hybrid Courses, with the following:**

**6.10 E-Learning**

The College course offerings comprise a variety of deliveries, including those supported by web and e-Learning technologies. The three major course modalities include: Traditional (face-to-face), Online, and Hybrid.

a) **Definitions**

i. **Traditional Courses**

In traditional courses, all aspects related to delivery of the course occurs on campus through face-to-face direct interaction between faculty and students. Traditional classes may be supported or enhanced by resources in the Learning Management System (LMS).

ii. **Online Courses**

Online courses are those delivered remotely by utilizing e-Learning technologies and pedagogies that enable learning, collaboration, and access to curriculum outside of the traditional classroom. On-campus (face-to-face) meetings are not required. Online courses may be delivered asynchronously, synchronously, or through a combination of asynchronous & synchronous modalities. Additionally, online courses may include proctored assessments.

iii. **Online with In-Person Requirement Courses**

These are similar to Online courses, but require a limited number of On-campus (face-to-face) meetings, which may include in-person proctored assessments. On-line with In-Person Requirements courses may have no more than 1/4 of the contact hours on-campus (face-to-face).

iv. Hybrid Courses

Hybrid courses combine traditional and online deliveries. Hybrid courses have at least 1/3 and no more than 3/4 of the educational content delivered remotely with the support of e-Learning technologies. The contact hours of face-to-face meetings in a Hybrid course must be approved by the Department Chair and the Office of Instruction and Learning.

b) Approval and Requirements

- i. Full-Time Educators wishing to teach an Online or a Hybrid course must receive the prior written approval of the academic Department Chair in which the course resides, and the Office of Instruction and Learning. For Full-Time Non-Teaching Educators, in addition to having approval from the Department Chair, must request and receive prior written approval from their supervisor or area Vice President.
- ii. A Full-Time Educator who is not certified to teach Online/Hybrid courses, but who wants to teach a course using e-Learning modalities that have been approved for offering and scheduling by their Department Chair and the Office of Instruction and Learning, shall be offered the opportunity to receive appropriate e-Learning training as determined by the College.
- iii. Only Full-Time Educators certified to teach Online/Hybrid courses will be assigned a course delivered using e-Learning modalities. Online or Hybrid courses may be assigned at the discretion of the Office of Instruction and Learning. In such case, the College shall have the discretion to require the Educator to take the necessary steps to obtain certification to teach Online/Hybrid courses.
- iv. A Full-Time Educator must successfully teach an Online/Hybrid course at least one semester before seeking permission to teach an additional online/hybrid course. The preparation to teach an approved additional online/hybrid course can only take place during or after the second semester of teaching the current online/hybrid course.
- v. The Office of Instruction and Learning will maintain, and update each semester, a list of all Educators approved to teach Online/Hybrid courses, listing all individual courses by academic department. The list will be communicated to DUE at the end of each academic year.
- vi. Denials or negative recommendations to teach in e-Learning modality to be trained will originate with the Department Chair or the Office of Instruction and Learning. The originator of any denial or negative recommendation must provide to the Full-Time Educator, in writing, the reason(s) for the denial or negative recommendation, with a copy provided to DUE. Full-

Time Educators that have been denied training or a training waiver, must be given an opportunity to submit additional material relevant to their performance and qualifications for full consideration by the Department Chair and the Office of Instruction and Learning. A negative recommendation shall not be subject to appeal via the grievance process.

c) e-Learning Training and Course Shell Development

i. General

All training must be pre-approved, in writing, by the Office of Instruction and Learning. The Director of Instructional Technology and e-Learning will coordinate and facilitate the training.

ii. Certification to Teach e-Learning Courses

Full-Time Educators who have never taught an online/hybrid course must be certified to teach e-Learning courses. e-Learning training must be successfully completed prior to being assigned an e-Learning course, and will include training in the appropriate LMS. Any Full-Time Educator who will develop a course must first be certified to teach e-Learning courses. The Office of Instruction and Learning shall have the discretion to waive this requirement for Full-Time Educators with previous experience using an LMS.

iii. Course Shell Development (First Time)

Full-Time Educators certified to teach e-Learning courses and approved to teach their first online/hybrid course will complete training on e-Learning Course Design. The approved Full-Time Educator will attend all of the required training sessions. The training will include: (1) training in the current appropriate LMS, as needed; (2) e-Learning pedagogy; (3) effective online teaching practices; and (4) online course design. The Office of Instruction and Learning shall have the discretion to waive any portion of this training. The Director of Instructional Technology and e-Learning or their designee will mentor the Full-Time Educator when needed. During the one semester of training on e-Learning Course Design and development of their first online/hybrid course, the Full-Time Educator will receive compensation of four (4) contact hours at the contractual overload, to be paid upon completion of the training and course shell development. This compensation shall be for e-Learning Course Design training (1 contact hour) and course shell development (3 contact hours).

iv. Course Shell Development (Additional Courses)

Full-Time Educators who have been certified to teach e-Learning courses, have completed training on e-Learning Course Design, and have successfully developed a course may be approved to develop additional courses. For the second and third online/hybrid course shells developed by

an Educator, they will receive compensation for each of one (1) contact hour at the contractual overload rate in the preparation semester. There is no compensation given for the development of any course shell thereafter, irrespective of discipline.

v. **Additional Training**

All approved additional training, either to address a recommendation prior to assignment to an e-Learning course or to learning new technologies, are compensated at the hourly rate specified in Appendix C, Remuneration for Non-Job Related Assignments.

d) **Course Shell Requirements**

All e-Learning courses will include an established set of course elements and expectations for promoting student engagement, which will be provided to course developers prior to the start of course shell development. Any agreed upon elements would be established by the faculty through a governance process. Full-Time Educators teaching an online/hybrid course must have specific course information, including a syllabus, schedule, and introductory announcement, in the LMS at least seven (7) calendar days before the start of the class.

e) **Online/Hybrid Course Offerings**

Approved Full-Time Educators agree to offer any online/hybrid course for three (3) semesters if they received payment for training/preparation. If a Full-Time Educator cannot complete the teaching of a section of such course(s), online course materials created to that point shall be shared for the conclusion of that semester only for the purposes of successfully completing that course section.

f) **Non-Teaching Educators and Regular Work Schedule**

Online/hybrid teaching assignments may not interfere with or be fulfilled during a Non-Teaching Educator's regular work schedule without a schedule adjustment and written permission of the Non-Teaching Educator's Supervising Dean or area Associate Vice President.

g) **Class Observation Process**

Those Educators teaching an e-Learning course for the first time will have at least one observation by their Department Chair during their first semester teaching that course. Thereafter, in accordance with the Classroom Observation Process (Appendix E), observations leading to a written report shall include one course using e-Learning modalities at least once every three years.

Observation of e-Learning courses must adhere to the same principles of observation for Traditional (face-to-face) classes as detailed in Appendix E – Classroom Observation Process and includes the following two requirements to facilitate observation in the e-Learning environment:

- i. The Educator provides to their supervisor full access to the course in the LMS during the first week of the course to confirm that contractually-obligated information has been placed in the course.
- ii. For observation of asynchronous and/or synchronous modalities, the Educator provides to their supervisor full access to the course in the LMS in a mutually agreeable format and during a mutually agreed upon week between the fifth and eleventh weeks of the course.

h) Teaching and Student Load Limitations

- i. E-Learning courses taught during the Fall and Spring semesters can be considered part of the Full-Time faculty member's regular load. They may also be taught as overload for Full-Time Educators. E-Learning courses taught in the summer will be used towards the Educator's Summer teaching maximum. Limitations for teaching e-Learning courses throughout the year are defined in the following table:

	<b>Fall Semester</b>	<b>Spring Semester</b>	<b>Winter Term</b>	<b>Summer Sessions</b>
<b>Teaching Educators</b>	2 sections on load and 2 as overload	2 sections on load and 2 as overload	2 sections as overload	3 sections per term as overload. No more than 9 contact hours per term, not to exceed the cost of 16 lecture hours for entire Summer session.
<b>Non-Teaching Educators</b>	1 section as extra-service*	1 section as extra-service*	1 section as extra-service*	1 section per non-overlapping term as extra-service*

\* = With the approval of the Department Chair, the Office of Instruction and Learning, and their direct Supervisor.

- ii. The first semester that the initial online/hybrid course is taught, the instructor shall be limited to one online/hybrid section of that course and class enrollment shall be at a maximum of sixteen (16) students. The maximum enrollment for Online courses and Hybrid courses with 50% or more of the education content being taught online shall be 90% of the course capacity for the Traditional course modality if the course capacity is 20 students or less and 80% of the course capacity for the Traditional course modality if the course capacity is 21 students or more. Hybrid sections with

less than 50% of the education content being taught online shall have a maximum enrollment consistent with the course capacity of the Traditional course modality.

i) **Intellectual Property**

The College has the rights to the course outline, the orientation documents, and the sequencing of the content material; however, the specific assignments, discussion questions, or other Educator generated academic content remain the intellectual property of the Full-Time Educator.

j) **Assignment of Previously Developed e-Learning Course**

Teaching Educators may be assigned to teach an e-Learning course that has been already developed by another faculty member. The e-Learning course shell will have all essential content, curriculum, mechanisms for student engagement, basic assessments, and all other elements required in the e-Learning course design. Use of an existing course shell is not mandatory.

31. The Memorandum of Agreement between the College and the DUE Full-Time Unit, currently in place, that exempts hybrid courses from the load limitations in Article 6.10(h)(i), shall be extended through the life of the successor collective bargaining agreement expiring on August 31, 2029.

32. **Page 7, Modify Section 5.06(f) Inclement Weather and Other Emergency Closings, as follows:**

**5.06(f) Inclement Weather and Other Emergency Closings**

In the event the College President deems it necessary to close the College due to inclement weather or other emergency closing purposes, non-essential, non-teaching educators will not be required to use benefit time or make up lost work time. Essential employees are required to report to work as determined appropriate and necessary by the College President or their designee.

**Any unit member who requests a paid leave day may cancel the leave request by 4:00 PM prior to the leave day that was requested. If the unit member cancels the leave request day and then, if the College does not close, does not work on the leave day that was cancelled, the unit member shall be charged for that day.**

33. **Page 52, Revise Section 8.01(a), “Salary Schedule in Effect” to read as follows:**

(i) Salary Schedule in Effect;

For ~~2020-2021~~**2025-2026**:

**MOA for FT Unit**

October 6, 2025

**FINAL**

The salary schedule in effect for ~~2020-2021~~**2025-2026** shall be increased by **4%**. The distribution pattern for Educators for ~~2020-2021~~**2025-2026** only, effective September 1, 2020~~5~~, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in ~~2019-2020~~**2024-2025**), resulting in receipt of a merit increase.

For ~~2021-2022~~**2026-2027**:

The salary schedule in effect for ~~2021-2022~~ **2026-2027** shall be increased by **3%**. The distribution pattern for Educators for ~~2021-2022~~**2026-2027** only, effective September 1, 2020~~4~~**6**, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in ~~2020-2021~~**2025-2026**), resulting in receipt of a merit increase.

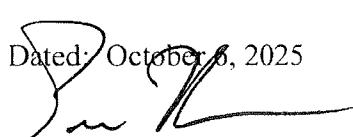
For ~~2022-2023~~**2027-2028**:

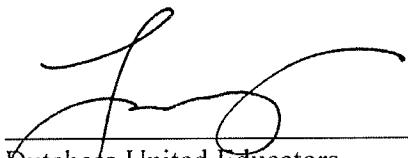
The salary schedule in effect for ~~2021-2022~~ **2027-2028** shall be increased by **3%**. The distribution pattern for Educators for ~~2022-2023~~ only, effective September 1, 2022~~7~~, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in ~~2021-2022~~**2026-2027**), resulting in receipt of a merit increase.

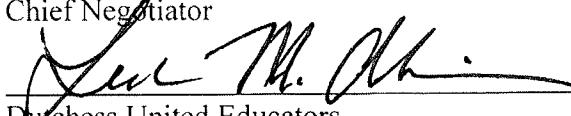
For ~~2023-2024~~**2028-2029**:

The salary schedule in effect for ~~2022-2023~~ **2028-2029** shall be increased by **4%**. The distribution pattern for Educators for ~~2023-2024~~ **2028-2029** only, effective September 1, 2023~~8~~, shall be composed of the wage increase specified above and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or for those having been in service less than five months or one semester in ~~2022-2023~~**2027-2028**), resulting in receipt of a merit increase.

Dated: October 6, 2025

  
Dutchess Community College

  
Dutchess United Educators  
Dr. Laura Murphy, DUE President and  
Chief Negotiator

  
Dutchess United Educators  
Dr. Leah Akins, Chair of Negotiating Committee

## Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
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 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	—	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2025237 APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE FULL-TIME EDUCATORS' UNIT OF THE DUTCHESS UNITED EDUCATORS

DECEMBER 17, 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		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
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		
District 24 - Dover and Pawling	House		

Present: 25

Resolution: ✓

Total : 25 0

Absent: 8

Motion:   

Yes 0

Vacant:   

No 0

Abstentions: 0

2025237 APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESSE COMMUNITY COLLEGE AND THE FULL-TIME EDUCATORS' UNIT OF THE DUTCHESSE UNITED EDUCATORS

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2025238

RE: APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE PART-TIME EDUCATORS' UNIT OF THE DUTCHESS UNITED EDUCATORS

Legislators CASWELL, TRUITT, HOUSTON, POLASEK, GORMAN, VERSACI, LAWLER, KAUL, and BRENDLI offer the following resolution and move its adoption:

WHEREAS, the Board of Trustees of Dutchess Community College have come to an agreement on the terms of a proposed contract for the period September 1, 2025, through August 31, 2029, with the Part-time Unit of the Dutchess United Educators, and

WHEREAS, the Board of Trustees of Dutchess Community College has approved said proposed contract for said proposed term and which contract is dated 2025 – 2029, and

WHEREAS, the Legislature has before it a copy of said proposed collective bargaining agreement that has been approved by the Dutchess Community College Board of Trustees, and

WHEREAS, by Resolution No. 2026-30 dated December 9, 2025, the Board of Trustees of Dutchess Community College has requested that said agreement be approved by the Legislature, now, therefore, be it

RESOLVED, that the collective bargaining agreement, between Dutchess Community College Board of Trustees and the Part-time Educators' Unit of the Dutchess United Educators, which contract covers the period September 1, 2025, through August 31, 2029, is hereby approve as to terms and substance.

APPROVED

*Susan Serino*

SUSAN J. SERINO  
COUNTY EXECUTIVE

Date Dec. 24, 2025

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



*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 \$ 0 \_\_\_\_\_

Total Current Year Revenue \$ 0 \_\_\_\_\_  
and Source

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

Identify Line Items(s):

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

Nature/Reason:

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

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

Additional Comments/Explanation:

Prepared by: Lisa Keto

Prepared On: 11/10/25

RESOLUTION NO. 2026-30

Board of Trustees, Dutchess Community College  
December 9, 2025

---

M. Dupree offered the following resolution and moved its adoption:

WHEREAS, existing bargaining agreements between Dutchess Community College and Dutchess United Educators (DUE) expired on August 31, 2025, and

WHEREAS, the College and DUE have come to agreement on the terms of a successor contract for the part-time DUE membership for the period September 1, 2025 through August 31, 2029, as outlined in the attached Memorandum of Agreement (MOA), which shall be attached to the official minutes on file, now, therefore, be it

RESOLVED, that the Board of Trustees hereby approves said MOA, and be it

FURTHER RESOLVED, that said MOA be forwarded to the Dutchess County Legislature for its consideration and approval.

\* \* \* \* \*

Seconded by I. Guzman

Motion Carried Unanimously

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**DUTCHESS UNITED EDUCATORS (PART-TIME)  
AND  
DUTCHESS COMMUNITY COLLEGE**

It is hereby agreed by and between the parties that the collective bargaining agreement between the parties covering the period of September 1, 2020 through August 31, 2025 be extended for a period of four (4) years. The new Agreement shall commence September 1, 2025 and expire August 31, 2029. The predecessor contract shall remain unchanged except as modified below.

**1. Page 32, Modify APPENDIX E: PART-TIME NON-TEACHING EDUCATOR BANDS as follows:**

The College and DUE are creating the following Bands for PT NTEs. At the time of hire, a PT NTE will be clearly assigned to one of the bands based on criteria that was mutually agreed upon by the College and DUE.

**Band A:** Administrative Support

**Band B:** Coaches/Counselors/Liaisons/Librarians/Coordinators/Supervisors

**Band C:** Administrative Support – non supervisory

**Band D:** Specialists/~~Test Proctors~~~~Lab Monitors~~/Assistant Coordinator/Professional Tutors

**Band E:** Professional Tutors

**Band F:** Proctors

**Band S:** ~~Specialty Groups~~ Director Impaired Driving Programs; Accompanist – Music/CNA Coordinator/PT Technical/Coordinator Aviation Maintenance Technician

**2. Page 15, Modify Article IX (9.06) as follows:**

9.06 Ranks

Ranks for Part-Time Teaching Educators recognize the educational, technical, artistic and professional accomplishments of these individuals as related to their disciplines and the value that these experiences bring to the classroom.

- It is also understood that Part-Time Teaching Educators may or may not come to the College through the traditional academic graduate track, so criteria **for ranks** that encompass Part-Time Teaching Educators' academic achievements as well as professional development ~~will be created to define the ranks~~.
- Part-Time Teaching Educator ranks do not necessarily equate to full-time Teaching Educator ranks.
- Ranks also provide a means for Part-Time Teaching Educators to earn promotion through objective criteria and thereby earn higher compensation.

**3. Page 4, Modify Article VII (7.06) as follows:**

7.06 Mileage Reimbursement

Part-Time Educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile. Mileage reimbursement shall only be provided for travel between College sites when the unit member is assigned to two (2) or more sites on a specific day.

**4. Page 15, Revise Article 9.07 and Appendix K as follows:**

9.07 Promotion

Promotion for Part-Time Teaching Educators recognizes the educational, technical, artistic and professional accomplishments of these individuals because it demonstrates growth in their discipline and teaching skills and the value this brings to students and the College community.

- Promotion is made through an annual application process.
- The promotion process begins in the fall of each academic year. Promotion decisions will be announced by the College by the last day of classes in May.
- Promotions are determined at the discretion of the College President, and are not subject to appeal in any forum. The President may take into consideration the financial climate at the College in deciding: (a) whether to promote PT Teaching Educators; and (b) how many PT Teaching Educators to promote.
- PT Teaching Educators who earn a promotion will move horizontally on the salary grid to the next higher rank. They retain their contact hour count.
- Promotions go into effect in the fall of the next academic year.

a) Process

The promotion of a PT Teaching Educator to the next higher rank is a process which is based not only on teaching but also engagement in professional experiences that

add value and contribute meaningfully to the Teaching Educator's work with Dutchess Community College students, departments and/or the institution. The specific promotion instructions and application form are provided in Appendix K.

b) Criteria

The promotion application will include the following criteria:

- The applicant will have completed a minimum of ten terms at one rank before they may apply for promotion. Terms are defined as winter, spring, summer (counts as one term regardless of the number of sessions taught) and fall.
- The applicant's three most recent evaluations will have an overall evaluation of "Meets Expectations." The evaluations or promotion application will include evidence of teaching ~~effectiveness-excellence~~.
- The applicant will ~~list and briefly describe~~ provide written verification of experiences that demonstrate their continuing professional development and that connect to their growth as an educator, impact student learning or provide valuable service to the DCC community. **College transcripts are required for graduate credits completed and Certificates of Completion are required for professional development hours earned.**

In addition, the applicant will have an opportunity to provide examples of and a reflection on their teaching work as part of the promotion application.

## **APPENDIX K – PROMOTION PROCESS FOR TEACHING EDUCATORS**

Effective teaching is rewarded through the step system. Faculty who teach 30 contact hours and have evaluations indicating "meets expectations" will move to the next pay step ~~according to the 2016-2020 Part-Time Educator contract according to the current Part-Time Educator contract.~~

The promotion of a part-time faculty member to the next higher rank is a **rigorous competitive** process which is based not only on excellent classroom teaching but also engagement in professional experiences that add value and contribute meaningfully to the faculty member's work with Dutchess Community College students, department, and/or the institution. Meeting minimum criteria to apply does not guarantee promotion. Promotions are determined at the discretion of the College President.

### ***INSTRUCTIONS***

Promotion applications must be submitted to the Supervisor by no later than the first day of classes in January as a single PDF file that includes Part A of the application form and all documentation requested. Promotions become effective in the Fall of the next Academic Year.

Promotion of part-time faculty requires clear evidence in all three of the following categories:

1. Terms of Service
2. Evaluations That Reflect ~~Excellence in~~ Teaching **Effectiveness**
3. Relevant Professional Experiences

### **PROMOTION PROCESS STEPS AND TIMELINE**

1. If a part-time faculty educator meets the criteria below, they must complete Part A of this application and submit it to their supervisor no later than the first day of classes in January.
2. The Supervisor will immediately alert the Department Chair as to how many applications have been received.
3. The Supervisor will complete Part B of this application and submit it to the Department Chair by the first Friday in February.
4. Before receiving the applications, the Department Chair will convene a meeting where interested full-time faculty and supervisors in that department will determine how best to review and vote on the applications from their department, and will establish the Part-Time Faculty Promotion Committee(s).
  - Neither the Department Chair nor the candidate's supervisor are required to participate on this committee, but may do so if they choose.
  - A department may have multiple Part-Time Faculty Promotion Committees.
  - Each Committee must include a minimum of three full-time faculty from the candidate's department.
  - If there aren't three departmental full-time faculty interested in participating on the Committee(s), the Department Chair can request **OAA Office of Instruction & Learning** to solicit potential participants from other departments.
5. The Committee(s) reviews and votes on the applications no later than the last Friday in February. **The vote is to recommend or not recommend each candidate for promotion.** The Committee informs the Supervisor and Department Chair of the results for the ~~average~~ vote of each candidate no later than the next business day.
6. The Supervisor immediately informs the candidate of the ~~average~~ of the voting results. The part time faculty member may elect to withdraw their application at this time. **He/she/They** must make that decision and inform the Supervisor, who must inform the Committee before the first Friday in March.
7. The Committee sends completed applications to the **Office of Academic Affairs Instruction & Learning** by the ~~deadline established by the Office of Instruction & Learning~~ Friday before Spring break.
8. The **Office of Academic Affairs Instruction & Learning** will review the applications and make recommendations for promotions to the College President.
9. PT faculty will be notified of promotion decisions by the last day of classes in May (before the Evaluation/Exam period begins).

### **PROMOTIONAL CRITERIA**

#### 1. Terms of Service Criteria

In order to apply for promotion to the next higher rank, the PT faculty must have completed teaching a minimum of ten (10) terms at their current rank **at the time the application is submitted**. Terms are defined as winter, spring, summer (counts as one term regardless of the number of sessions taught) and fall.

## 2. Evaluations That Reflect Excellence in Teaching Effectiveness

**Effectiveness** Excellence in teaching is essential in order to be considered for promotion.

**Excellence in Teaching effectiveness** can be characterized by such things as:

- engaging students in the classroom, and consistently encouraging them to grow as learners. This is evident by student participation and involvement in the work being addressed.
- recognizing different learning styles, and integrating teaching methodology that accommodates these differences.
- creating a rapport with students that supports a constructive and safe learning environment.
- helping students learn to effectively use academic resources to enhance their comprehension of the course content.
- creating supplemental materials which help create a scaffold for learning.

For promotion into a higher rank, the application must clearly demonstrate the following criteria:

Rank	Teaching Excellence Demonstrated for Each Rank
Adjunct Assistant Professor	Evaluations should indicate excellence as a college teacher
Adjunct Associate Professor	Evaluations should indicate consistently superior performance as a college teacher in multiple categories above
Adjunct Professor	Evaluations should indicate exemplary performance as a college teacher in most of the categories above.

For promotion into a higher rank, the application must clearly demonstrate the following criteria.

Rank	Teaching Effectiveness Demonstrated for Each Rank
Adjunct Assistant Professor	Evaluations should indicate effectiveness as a college teacher
Adjunct Associate Professor	Evaluations should indicate a continuing record of consistent superior performance as an assistant professor
Adjunct Professor	Evaluations should indicate a continuing record of consistent superior performance as an associate professor

## 3. Relevant Professional Experiences

Candidates for promotion should not only be excellent effective teachers, but also have demonstrated their continuing professional development, which either impacts student learning and/or provides valuable service to the DCC community.

For promotion into a higher rank, the following criteria must be met:

<b>Rank</b>	<b>Professional Experiences Demonstrated for Each Rank</b>
Adjunct Assistant Professor	Some professional experiences that demonstrate continued growth as an educator and/or demonstrate contributions to and participation in the educational endeavors of the institution beyond the standard teaching responsibilities.
Adjunct Associate Professor	Consistent and regular participation in experiences that demonstrate continued growth as an educator, and/or demonstrate involvement which contributes to the institutional mission.
Adjunct Professor	Significant professional experiences and/or significant involvement on campus on a consistent and regular basis over many years. Professional experiences must be clearly connected to growth as an effective educator, and/or as a leader in the department or at the College.

Part-time Faculty Promotion Application

***PART A: TO BE COMPLETED BY THE CANDIDATE APPLYING FOR PROMOTION***

Name of Part-time Faculty Educator:

Date of Application:

Date of Hire:

Name of Current Supervisor:

***1. INITIAL PLACEMENT AND RANK AT TIME OF APPLICATION AND LENGTH TERMS OF SERVICE***

Check your current rank:

- Adjunct Instructor
- Adjunct Assistant Professor
- Adjunct Associate Professor

Indicate the number of terms\* you have completed **at your current rank** teaching at DCC **at the time of application**:

*\*Teaching during the summer counts as 1 term regardless of whether you taught 1 or 2 summer sessions.*

Indicate the rank for which you are applying.

***2. TEACHING EFFECTIVENESS***

To be considered for promotion, the teaching evaluations must show clear evidence of effective/excellent teaching. This should be clear to all reviewers by notes that are made in the comment sections of the classroom observations, or by the Supervisor's further comments in Part B of this application.

- A. Part-time Faculty Evaluations by your supervisor(s). Attach a copy of the written evaluation section, as completed by your supervisor, of your three (3) two (2) three (3) most recent evaluations (can be obtained from Office of Instruction & Learning OIA). At least one evaluation must have been completed since the 2017-2018 academic year.
- B. Portfolio of teaching. Attach two activities/assignments with corresponding syllabus for the course(s), and provide a brief written reflection on how they best represent your teaching (500 words maximum).

***3. PROFESSIONAL EXPERIENCES***

A. ~~Using a bulleted list\*, please list List~~ applicable professional experiences that you have participated in since your date of hire or last promotion at DCC. Next to each professional experience listed include the academic term (with year) and provide a brief description. (Please refer to the list of possible categories and professional experiences listed in the *2018-2019 FAQ for Part-time Faculty for Rank, Step and Promotion.*)

B. ~~Applicants are responsible to make sure that their current official transcripts and professional development hours are on file with the Office of Instruction & Learning. Attach documents that verify graduate credits completed (unofficial transcript) and professional development hours earned (Certificates of Completion). items indicated (i.e. unofficial transcripts, photocopies, letters of completion, certificates of attendance, convention brochures/programs listing your DCC affiliation.).~~

C. ~~Applicants are encouraged to submit any other material that they deem necessary to complete the evaluation of their application.~~

~~C. Include links to sites that can be used to verify materials that are too lengthy to include, i.e articles, books, presentations, etc.~~

*\*please use an asterisk, dash or similar text character for your "bullet."*

Type Here.

#### **PART B. TO BE FILLED OUT BY SUPERVISOR**

~~The promotion of a part-time faculty member is a competitive process which is based on excellent classroom teaching as well as engagement in professional experiences that add value and contribute meaningfully to the faculty member's work with Dutchess Community College students, department, and/or the institution.~~

**The promotion of a part-time faculty member is a rigorous process which is based on excellent classroom teaching as well as engagement in professional experiences that add value and contribute meaningfully to the faculty member's work with Dutchess Community College students, department, and/or the institution.**

~~Based on the statement above, is there clear evidence that Does the part-time faculty member qualifies qualify for promotion? If, NO a brief rationale must be provided.~~

Yes.

~~If a supervisor feels that the part-time faculty member's evaluations do not adequately illustrate excellent teaching, the supervisor may add relevant reflections here.~~

No

Please print your name, sign and date below. ~~By the first Friday in February~~ **By the deadline established by the Office of Instruction & Learning**, please submit candidate's application to the Department Chair.

(Print name)

(Sign name)

(Date)

*PART C. TO BE FILLED OUT BY A MEMBER OF THE DEPARTMENT'S PART-TIME FACULTY PROMOTION COMMITTEE(S)*

Enter results of vote below ("recommend" or "not recommend").

Vote for Promotion from Rank of Enter Initial Rank to Rank of Enter New Rank

\_\_\_\_\_  
\*\* Five \_\_\_\_\_  
\_\_\_\_\_  
Four \_\_\_\_\_  
\_\_\_\_\_  
Three \_\_\_\_\_  
\_\_\_\_\_  
Two \_\_\_\_\_  
\_\_\_\_\_  
One \_\_\_\_\_

Average: \_\_\_\_\_

\_\_\_\_\_  
\*\* 5 = fulfilled the criteria as well as they can  
\_\_\_\_\_  
3 = represents a position half way between one and five  
\_\_\_\_\_  
1 = barely fulfilled the minimum criteria

Please print name, sign and date below for all full-time faculty members who participated in the review and voting process for the candidate's application (attach separate page with additional names, signatures and dates if needed). ~~By the Friday before Spring break~~ **By the deadline established by the Office of Instruction & Learning**, submit candidate's application to the Office of Academic Affairs Instruction & Learning.

(Print name)

(Sign name)

(Date)

(Print name)

(Sign name)

(Date)

(Print name)

(Sign name)

(Date)

5. **Page 3, Modify Article VII (7.02) — Bereavement Leave for Part-Time Teaching Educators - Revise as follows:**

7.02 Bereavement Leave for Part-Time Teaching Educators

Bereavement leave is the absence due to the death of a Part-Time Educator's parent or parent-in-law (biological, adoptive, step or foster), spouse/domestic partner (as defined in accordance with the New York State Public Health Law Section 2961), parent of spouse/domestic partner, siblings, children (biological, adopted, or foster child, stepchild, legal ward, or child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability), grandparent, grandchild, or other dependents, or household members. The term "domestic partner" shall be defined in accordance with Dutchess County Local Law 2-2022, as amended from time to time. Part-Time Teaching Educators may use up to one class hour paid bereavement leave for each class hour taught per week. Said leave is to be used for absences during the times the individual course section meets. Part-Time Non-Teaching Educators shall be eligible to be paid for up to three of their normally scheduled work days due to absences for bereavement **due to the death in their family as defined above**, provided with payment for three days of their normal schedule salary. At least one of the three days needs to be directly related to up The Part Time Non-Teaching Educator has the opportunity to make up no more than to 1425 hours of unpaid leave due to the death in their family as defined above. **Part-time Non-Teaching Educators shall be provided with up to 25 hours of additional unpaid leave due to the death in their family as defined above.** The Part-Time non-Teaching Educator shall be afforded the opportunity to make up the **additional unpaid leave time, up to 14 hours**, provided that such time is made up within **two one months or the end of the fiscal year, whichever is sooner**, upon return from the bereavement leave. The scheduling of such make-up time shall be subject to the approval of the Part-Time non-Teaching Educator's supervisor. This benefit is offered for each loss. Part-Time Educators will notify their supervisors of the need for bereavement leave. This section shall take effect upon the ratification of the Collective Bargaining Agreement (CBA).

6. Page 11, Modify Article 9.05 — Reemployment Preference as follows:

9.05 Reemployment Preference

**(g) Student Survey of Teaching Schedule**

1. A part-time faculty member must administer the Student Survey of Teaching form in all sections taught each semester until achieving Re-employment Preference Status.
2. A part-time faculty member on the re-employment preference list who teaches multiple sections in a semester will administer Student Survey of Teaching forms in at least one section each semester. Selection of sections in which surveys will be administered is made by the faculty in consultation with the part-time faculty supervisor. Over the course of 4 semesters, the sections selected should represent a full range of courses taught by the faculty member.

7. Page 2, Modify Article VII (7.01 (a)) — Professional Leave: Part-Time Teaching Educators as follows:

7.01 Professional Leave

a) Part-Time Teaching Educators

For each individual course section taught, Part-Time Teaching Educators shall be granted leave with pay of one class hour per semester for each class hour taught per week ~~to be used for absenees during the times the individual course section meets. Except as provided below, such leave must be used for absences during times the individual course section meets. For Part-Time Teaching Educators who are teaching more than one course section, leave with pay from any one course section may be used to cover another course section, provided that the total leave taken does not exceed twice the number of class hours per week for the course section in which the leave is used.~~ Said leave may be used because of illness, to conduct personal business, ~~to~~ attend to family affairs, or ~~to~~ observe religious holidays. Anyone teaching on an alternate schedule will be pro-rated accordingly. This leave shall not be cumulative.

Set forth below are examples as to how the leave with pay would apply for a Part-Time Teaching Educator who is teaching more than one course section:

- A faculty member is assigned to teach 1 section of ART 172 lecture (2 contact hours per week) and 1 section of ART 172 lab (2 contact hours per week). This faculty member can use up to 4 hours of leave over the course of the semester. They would be able to use all 4 hours of leave for the ART 172 lecture section, if needed. That would exhaust their leave.
- A faculty member is assigned to teach 1 section of ENG 101 lecture (3 contact hours per week) and 1 section of ENG 102 lecture (3 contact hours per week). This faculty member can use up to 6 hours of leave over the course of the semester. They would be able to use all 6 hours of leave for the ENG 101 lecture section, if needed. That would exhaust their leave.
- A faculty member is assigned to teach 1 section of BIO 030 lecture (2 contact hours per week) and 1 section of BIO 030 lab (3 contact hours per week). This faculty member can use up to 5 hours of leave over the course of the semester. They would be able to use up to 4 hours of leave for the BIO 030 lecture section, if needed, which is twice the number of class hours per week for that section.
- A faculty member is assigned to teach 3 sections of BHS 103 lecture, each of which is 3 contact hours per week. This faculty member can use up to 9 hours of leave over the course of the semester. They would be able to use 6 hours of leave in one section, if needed. Aside from those 6 hours, they have another 3 hours of leave to use in either of the other sections.

8. **Page 16, NEW Article IX (9.08) — Part-Time Non-Teaching Educator Evaluation Process**

Add the following:

**Article 9.08 — Part-time Non-Teaching Educator Evaluation Process (ALL NEW)**

The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to recognize and encourage outstanding professional performance by providing a process that includes supervisory, peer, and self-review. Through this process, non-teaching educators are able to identify areas of excellent performance and areas for improvement, and peers and supervisors are able to provide useful feedback for consideration. Support of a professional working environment and professional development are key elements of an outstanding professional performance; therefore, the evaluation process also addresses possible actions as a result of the evaluation process. The evaluation of a non-teaching educator shall be based on total professional performance.

### **Evaluation Process**

The evaluation of a non-teaching educator is conducted by the non-teaching educator's direct supervisor using forms as provided by the Office of Human Resources. Notice to DUE for the creation of the non-teaching educator evaluation form for the 2026-2027 academic year shall be six (6) months. Each year thereafter, the College will notify DUE one (1) year in advance of any changes to non-teaching educator evaluation forms. The College will consider any suggestions, submitted by DUE within 60 days of said notice, concerning announced changes. Edits submitted by DUE and agreed to by the College can be made within nine (9) months of implementation. The final decision on the non-teaching educator evaluation form is the College's and any changes to the form would not be subject to the grievance procedure.

### **9. Page 16, NEW Article 9.09 — Internal Posting**

Add the following:

#### **9.09 Internal Posting**

When a Full-Time Educator position at the College becomes vacant or a new Full-Time Educator position is created, and the College plans to fill such position, a vacancy/opening announcement shall be posted internally, through email, one week prior to posting the position externally.

### **10. Page 2, Modify Article VII (7.01 (b)) — Professional Leave: Part-Time Non-Teaching Educators as follows:**

#### **7.01 Professional Leave**

##### **b) Part-Time Non-Teaching Educators**

Part-Time NTEs who are regularly scheduled to work a minimum of 840 hours per year (e.g. i.e., 20 hours per week multiplied by 42 workweeks) and employed by the College for a minimum of five months shall be granted 15 hours of leave with

pay per year. Said leave may be used because of illness, to conduct personal business, attend to family affairs, ~~inclement weather when the College is closed~~, and vacation. **In the event the College is closed due to inclement weather, Part-Time NTEs who were scheduled to work on the day of College closure will be paid for the scheduled hours and will not use leave time. Notwithstanding, a professional leave day shall still be charged for an emergency closing day if the day had previously been approved for professional leave with the following exception. Any unit member who requests a paid personal leave day may cancel the leave request by 4:00 PM just prior to the leave day that was requested. If the unit member cancels the leave request day and then, if the College does not close, does not work on the leave day that was cancelled, the unit member shall be docked for that day.** Leave time may not be accumulated, and has no cash-out value upon separation from service. This provision shall take effect at the start of the 2022-2023 academic year.

11. **Page 16, Article X (10.01) — Terms**

**Page 22, Appendix B - Part-Time Teaching Educator Salary Schedules**

**Page 29, Appendix D - Part-Time Non-Teaching Educator Salary Schedules**

A. Revise Section 10.01 (Terms) as follows:

All Part-Time Teaching Educators as defined by PERB CERTIFICATION shall receive salaries in accordance with the schedule as shown in Appendix B. ~~The semesters of experience that determine salary rates do not need to be consecutive.~~ The hourly rates for Part-Time Non-Teaching Educators are shown in Appendix D.

B. Revise Appendix B as follows:

**APPENDIX B: PART-TIME TEACHING EDUCATOR SALARY SCHEDULES**

~~Beginning with the Fall 2020 semester and continuing only through the end of this contract.~~

- Part-Time Teaching Educator contact hour wages are directly tied to the salary of full-time Teaching Educators by using a negotiated rate of full-time salaries (Equity Percentage).
- Steps within each rank provide a means for Part-Time Teaching Educators to earn higher compensation based on longevity of teaching service to the College.
- A step is earned by completing 30 ~~lecture and/or lab~~ contact hours ~~beginning in Fall 2018~~.
- Contact hours are accumulated in every semester, including winter and summer sessions.
- Every Fall ~~starting in Fall 2019~~, Part-Time Teaching Educators with 30 or more contact hours will be awarded a step increase, and 30 contact hours will be deducted from these Part-Time Teaching Educator's total contact hour accumulation. Steps will be awarded

until the Part-Time Teaching Educator reaches the top step of the schedule within their rank.

**Part-Time Teaching Educators**

Lecture Contact Hour Rates:

Lecture/Lab Contact Hours

Step	2024/2025				1.03	2025/2026			
	Instructor	Assistant	Associate	Professor		Instructor	Assistant	Associate	Professor
1	1,399	1,528	1,647	1,775		1,441	1,574	1,696	1,828
2	1,436	1,569	1,694	1,827		1,479	1,616	1,745	1,882
3	1,474	1,611	1,740	1,877		1,518	1,659	1,792	1,933
4	1,511	1,652	1,786	1,929		1,556	1,702	1,840	1,987
5	1,547	1,694	1,834	1,980		1,593	1,745	1,889	2,039
6	1,584	1,737	1,880	2,032		1,632	1,789	1,936	2,093
7	1,621	1,778	1,927	2,083		1,670	1,831	1,985	2,145
8	1,658	1,820	1,973	2,134		1,708	1,875	2,032	2,198
9	1,694	1,862	2,019	2,186		1,745	1,918	2,080	2,252

Lecture/Lab Contact Hours

Step	2025/2026				1.04
	Instructor	Assistant	Associate	Professor	
1	1,455	1,589	1,713	1,846	
2	1,493	1,632	1,762	1,900	
3	1,533	1,675	1,810	1,952	
4	1,571	1,718	1,857	2,006	
5	1,609	1,762	1,907	2,059	
6	1,647	1,806	1,955	2,113	
7	1,686	1,849	2,004	2,166	
8	1,724	1,893	2,052	2,219	
9	1,762	1,936	2,100	2,273	

Effective September 1, 2026, the hourly rates above shall be increased by 3%.

Effective September 1, 2027, the hourly rates above shall be increased by 3%.

Effective September 1, 2028, the hourly rates above shall be increased by 4%.

**For Non-Teaching Educators:**

**Effective September 1, 2025, the NTE base wages shall be increased by 4%.**

**Effective September 1, 2026, the NTE base wages shall be increased by 3%.**

**Effective September 1, 2027, the NTE base wages shall be increased by 3%.**

**Effective September 1, 2028, the NTE base wages shall be increased by 4%.**

**APPENDIX D: PART TIME, NON-TEACHING EDUCATOR SALARY SCHEDULES**

- ~~Pay rates for new hires will be the minimum pay rate for the salary range. Pay rates for new hires will be based on the NTE's experience, years of service, and educational background.~~
- Changing bands will result in a horizontal move with the current dollar rate unless the rate is outside the range. A salary rate below the minimum for the band will be raised to the minimum.

*This bullet is below each salary table ...*

- In order to receive the merit increment a PT NTE must have the recommendation of ~~their~~ his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

**12. Page 16, Article X (10.02) — Remuneration for Non-Teaching Assignments**

**Page 28, APPENDIX C: Remuneration for Non-Teaching Assignments by Part-Time Faculty**

**10.02 Remuneration for Non-Teaching Job-Related Assignments**

Remuneration for non-~~job-related~~teaching assignments and service on College committees or task forces assumed by Part-Time Educators that have been, in advance, either:

- requested by the Department Chairperson and approved by the Office of Vice President for Instruction and Learning, or
- requested directly, and approved by the Office of Vice President for Instruction and Learning, or
- requested by their area's supervising dean

shall be compensated as specified below:

(a) Compensation is at non-~~job-related~~teaching rates for Part-Time Teaching Educators as listed in Appendix C.

(b) Compensation for Part-Time Non-Teaching Educators is at their normal hourly rate.

Committee service assignments must be approved by the Part-Time Educator's Immediate Supervisor and area supervising dean.

Service by Part-Time Educators on a Labor-Management Committee will not be compensated by the College.

**APPENDIX C: REMUNERATION FOR NON-JOB-RELATED TEACHING ASSIGNMENTS  
BY PART-TIME TEACHING EDUCATOR**

Remuneration for non-job-related teaching assignments shall be at the rate of \$40.00 per hour. ~~for those Part-Time Teaching Educator who are in their first through sixth semesters of DCC teaching employment and at the rate of \$40.00 per hour. for those who are in their seventh or more semesters of DCC teaching employment. Semesters of teaching employment do not need to be consecutive. The hourly rates set forth above shall be increased to \$45.00 per hour, effective September 1, 2027. in each year of the contract by the across-the-board wage increases.~~ Committee service for which Part-time Educators are compensated is eligible, like uncompensated activities, for inclusion in application for promotions.

**13.** Page 6, Replace Article VIII (Responsibilities and Practices of Educators), Section 8.03, Online/Hybrid Courses, with the following: Rename Section 8.03: “Courses Delivered Through e-Learning Modalities” and replace with the following:

“The College course offerings comprise a variety of deliveries, including those supported by web and e-Learning technologies. The three major course modalities include: Traditional (face-to-face), Online, and Hybrid.

a) Definitions

i. Traditional Courses

In traditional courses, all aspects related to delivery of the course occurs on campus through face-to-face direct interaction between faculty and students. Traditional classes may be supported or enhanced by resources in the Learning Management System (LMS).

ii. Online Courses

Online courses are those delivered remotely by utilizing e-Learning technologies and pedagogies that enable learning, collaboration, and access to curriculum outside of the traditional classroom. On-campus (face-to-face) meetings are not required. Online courses may be delivered asynchronously, synchronously, or through a combination of asynchronous & synchronous modalities. Additionally, online courses may include proctored assessments.

iii. Online with In-Person Requirement Courses

These are similar to Online courses, but require a limited number of On-campus (face-to-face) meetings, which may include in-person proctored assessments. On-line with In-Person Requirements courses may have no more than 1/4 of the contact hours on-campus (face-to-face).

iv. Hybrid Courses

Hybrid courses combine traditional and online deliveries. Hybrid courses have at least 1/3 and no more than 3/4 of the educational content delivered remotely with the support of e-Learning

technologies. The contact hours of face-to-face meetings in a Hybrid course must be approved by the Department Chair and the Office of Instruction and Learning.

b) Approval and Requirements

- i. Part-Time Educators wishing to teach an Online or a Hybrid course must receive the prior written approval of the academic Department Chair in which the course resides, and the Office of Instruction and Learning. For Part-Time Non-Teaching Educators, in addition to having approval from the Department Chair, must request and receive prior written approval from their supervisor or area Vice President.
- ii. A Part-Time Educator who is not certified to teach Online/Hybrid courses, but who wants to teach a course using e-Learning modalities that have been approved for offering and scheduling by their Department Chair and the Office of Instruction and Learning, shall be offered the opportunity to receive appropriate e-Learning training as determined by the College.
- iii. Only Part-Time Educators certified to teach Online/Hybrid courses will be assigned a course delivered using e-Learning modalities. Online or Hybrid courses may be assigned at the discretion of the Office of Instruction and Learning. In such case, the College shall have the discretion to require the Educator to take the necessary steps to obtain certification to teach Online/Hybrid courses.
- iv. A Part-Time Educator must successfully teach an Online/Hybrid course at least one semester before seeking permission to teach an additional online/hybrid course. The preparation to teach an approved additional online/hybrid course can only take place during or after the second semester of teaching the current online/hybrid course.
- v. The Office of Instruction and Learning will maintain, and update each semester, a list of all Educators approved to teach Online/Hybrid courses, listing all individual courses by academic department. The list will be communicated to DUE at the end of each academic year.
- vi. Denials or negative recommendations to teach in e-Learning modality to be trained will originate with the Department Chair or the Office of Instruction and Learning. The originator of any denial or negative recommendation must provide to the Part-Time Educator, in writing, the reason(s) for the denial or negative recommendation, with a copy provided to DUE. Part-Time Educators that have been denied training or a training waiver, must be given an opportunity to submit additional material relevant to their performance and qualifications for full consideration by the Department Chair and the Office of Instruction and Learning. A

negative recommendation shall not be subject to appeal via the grievance process.

c) e-Learning Training and Course Shell Development

i. General

All training must be pre-approved, in writing, by the Office of Instruction and Learning. The Director of Instructional Technology and e-Learning will coordinate and facilitate the training.

ii. Certification to Teach e-Learning Courses

Part-Time Educators who have never taught an online/hybrid course must be certified to teach e-Learning courses. e-Learning training must be successfully completed prior to being assigned an e-Learning course, and will include training in the appropriate LMS. Any Part-Time Educator who will develop a course must first be certified to teach e-Learning courses. Office of Instruction and Learning shall have the discretion to waive this requirement for Part-Time Educators with previous experience using an LMS.

iii. Course Shell Development (First Time)

Part-Time Educators certified to teach e-Learning courses and approved to teach their first online/hybrid course will complete training on e-Learning Course Design. The approved Part-Time Educator will attend all of the required training sessions. The training will include: (1) training in the current appropriate LMS, as needed; (2) e-Learning pedagogy; (3) effective online teaching practices; and (4) online course design. The Office of Instruction and Learning shall have the discretion to waive any portion of this training. The Director of Instructional Technology and e-Learning or their designee will mentor the Part-Time Educator when needed. During the one semester of training on e-Learning Course Design and development of their first online/hybrid course, the Part-Time Educator will receive compensation of four (4) contact hours at the Part-Time Educator's hourly rate, based upon current rank and step, to be paid upon completion of the training and course shell development. This compensation shall be for e-Learning Course Design training (1 contact hour) and course shell development (3 contact hours).

iv. Course Shell Development (Additional Courses)

Part-Time Educators who have been certified to teach e-Learning courses, have completed training on e-Learning Course Design, and have successfully developed a course may be approved to develop additional courses. For the second and third on-line/hybrid course shells developed by an Educator, they will receive compensation for each of one (1) contact hour at the Part-Time Educator's hourly rate, based upon current rank and step, in the preparation semester. There is no compensation given for the development of any course shell thereafter, irrespective of discipline.

v. Additional Training

All approved additional training, either to address a recommendation prior to assignment to an e-Learning course or to learning new technologies, are compensated at the hourly rate specified in Appendix C, Remuneration for Non-Job Related Assignments.

d) Course Shell Requirements

All e-Learning courses will include an established set of course elements and expectations for promoting student engagement, which will be provided to course developers prior to the start of course shell development. Any agreed upon elements would be established by the faculty through a governance process. Part-Time Educators teaching an online/hybrid course must have specific course information, including a syllabus, schedule, and introductory announcement, in the LMS at least seven (7) calendar days before the start of the class.

e) Online/Hybrid Course Offerings

Approved Part-Time Educators agree to offer any online/hybrid course for three (3) semesters if they received payment for training/preparation. If a Part-Time Educator cannot complete the teaching of a section of such course(s), online course materials created to that point shall be shared for the conclusion of that semester only for the purposes of successfully completing that course section.

f) Non-Teaching Educators and Regular Work Schedule

Online/hybrid teaching assignments may not interfere with or be fulfilled during a Non-Teaching Educator's regular work schedule without a schedule adjustment and written permission of the Non-Teaching Educator's Supervising Dean or area Associate Vice President.

g) Class Observation Process

Those Educators teaching an e-Learning course for the first time will have at least one observation by their Department Chair during their first semester teaching that course. Thereafter, in accordance with the Classroom Observation Process (Appendix G), observations leading to a written report (Appendix F) shall include one course using e-Learning modalities at least once every three years.

Observation of e-Learning courses must adhere to the same principles of observation for Traditional (face-to-face) classes as detailed in Appendix G – Classroom Observation Process and includes the following two requirements to facilitate observation in the e-Learning environment:

- i. The Educator provides to their supervisor full access to the course in the LMS during the first week of the course to confirm that contractually-obligated information has been placed in the course.

- ii. For observation of asynchronous and/or synchronous modalities, the Educator provides to their supervisor full access to the course in the LMS in a mutually agreeable format and during a mutually agreed upon week between the fifth and eleventh weeks of the course.

h) Teaching and Student Load Limitations

The first semester that the initial online/hybrid course is taught, the instructor shall be limited to one online/hybrid section of that course and class enrollment shall be at a maximum of sixteen (16) students. Thereafter, the maximum enrollment for Online courses and Hybrid courses with 50% or more of the education content being taught online shall be 90% of the course capacity for the Traditional course modality if the course capacity is 20 students or less and 80% of the course capacity for the Traditional course modality if the course capacity is 21 students or more. Hybrid sections with less than 50% of the education content being taught online shall have a maximum enrollment consistent with the course capacity of the Traditional course modality.

i) Intellectual Property

The College has the rights to the course outline, the orientation documents, and the sequencing of the content material; however, the specific assignments, discussion questions, or other Educator generated academic content remain the intellectual property of the Part-Time Educator.

j) Assignment of Previously Developed e-Learning Course

Teaching Educators may be assigned to teach an e-Learning course that has been already developed by another faculty member. The e-Learning course shell will have all essential content, curriculum, mechanisms for student engagement, basic assessments, and all other elements required in the e-Learning course design. **Use of an existing course shell is not mandatory.**

Dated: \_\_\_\_\_, 2025

---

Dutchess Community College

---

Dutchess United Educators  
Dr. Laura Murphy, Union President

---

Dutchess United Educators  
Dr. Leah Akins, Lead Negotiator

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**DUTCHESS UNITED EDUCATORS (PART-TIME)  
AND  
DUTCHESS COMMUNITY COLLEGE**

It is hereby agreed by and between the parties that the collective bargaining agreement between the parties covering the period of September 1, 2020 through August 31, 2025 be extended for a period of four (4) years. The new Agreement shall commence September 1, 2025 and expire August 31, 2029. The predecessor contract shall remain unchanged except as modified below.

**1. Page 32, Modify APPENDIX E: PART-TIME NON-TEACHING EDUCATOR BANDS as follows:**

The College and DUE are creating the following Bands for PT NTEs. At the time of hire, a PT NTE will be clearly assigned to one of the bands based on criteria that was mutually agreed upon by the College and DUE.

**Band A:** Administrative Support

**Band B:** Coaches/Counselors/Liaisons/Librarians/Coordinators/Supervisors

**Band C:** Administrative Support – non supervisory

**Band D:** Specialists/~~Test Proctors~~ Lab Monitors/Assistant Coordinator/Professional Tutors

**Band E:** Professional Tutors

**Band F:** Proctors

**Band S:** ~~Speciealty Groups~~ Director Impaired Driving Programs; Accompanist – Music/CNA Coordinator/PT Technical/Coordinator Aviation Maintenance Technician

**2. Page 15, Modify Article IX (9.06) as follows:**

**9.06 Ranks**

Ranks for Part-Time Teaching Educators recognize the educational, technical, artistic and professional accomplishments of these individuals as related to their disciplines and the value that these experiences bring to the classroom.

- It is also understood that Part-Time Teaching Educators may or may not come to the College through the traditional academic graduate track, so criteria **for ranks** that encompass Part-Time Teaching Educators' academic achievements as well as professional development will be created to define the ranks.
- Part-Time Teaching Educator ranks do not necessarily equate to full-time Teaching Educator ranks.
- Ranks also provide a means for Part-Time Teaching Educators to earn promotion through objective criteria and thereby earn higher compensation.

**3. Page 4, Modify Article VII (7.06) as follows:**

**7.06 Mileage Reimbursement**

Part-Time Educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile. Mileage reimbursement shall only be provided for travel between College sites when the unit member is assigned to two (2) or more sites on a specific day.

**4. Page 15, Revise Article 9.07 and Appendix K as follows:**

**9.07 Promotion**

Promotion for Part-Time Teaching Educators recognizes the educational, technical, artistic and professional accomplishments of these individuals because it demonstrates growth in their discipline and teaching skills and the value this brings to students and the College community.

- Promotion is made through an annual application process.
- The promotion process begins in the fall of each academic year. Promotion decisions will be announced by the College by the last day of classes in May.
- Promotions are determined at the discretion of the College President, and are not subject to appeal in any forum. The President may take into consideration the financial climate at the College in deciding: (a) whether to promote PT Teaching Educators; and (b) how many PT Teaching Educators to promote.
- PT Teaching Educators who earn a promotion will move horizontally on the salary grid to the next higher rank. They retain their contact hour count.
- Promotions go into effect in the fall of the next academic year.

a)      Process

The promotion of a PT Teaching Educator to the next higher rank is a process which is based not only on teaching but also engagement in professional experiences that

add value and contribute meaningfully to the Teaching Educator's work with Dutchess Community College students, departments and/or the institution. The specific promotion instructions and application form are provided in Appendix K.

b) Criteria

The promotion application will include the following criteria:

- The applicant will have completed a minimum of ten terms at one rank before they may apply for promotion. Terms are defined as winter, spring, summer (counts as one term regardless of the number of sessions taught) and fall.
- The applicant's three most recent evaluations will have an overall evaluation of "Meets Expectations." The evaluations or promotion application will include evidence of teaching **effectiveness-excellence**.
- The applicant will ~~list and briefly describe~~ provide written verification of experiences that demonstrate their continuing professional development and that connect to their growth as an educator, impact student learning or provide valuable service to the DCC community. **College transcripts are required for graduate credits completed and Certificates of Completion are required for professional development hours earned.**

In addition, the applicant will have an opportunity to provide examples of and a reflection on their teaching work as part of the promotion application.

**APPENDIX K – PROMOTION PROCESS FOR TEACHING EDUCATORS**

Effective teaching is rewarded through the step system. Faculty who teach 30 contact hours and have evaluations indicating "meets expectations" will move to the next pay step ~~according to the 2016-2020 Part-Time Educator contract~~ according to the current Part-Time Educator contract.

The promotion of a part-time faculty member to the next higher rank is a **rigorous competitive** process which is based not only on excellent classroom teaching but also engagement in professional experiences that add value and contribute meaningfully to the faculty member's work with Dutchess Community College students, department, and/or the institution. Meeting minimum criteria to apply does not guarantee promotion. Promotions are determined at the discretion of the College President.

***INSTRUCTIONS***

Promotion applications must be submitted to the Supervisor by no later than the first day of classes in January as a single PDF file that includes Part A of the application form and all documentation requested. Promotions become effective in the Fall of the next Academic Year.

Promotion of part-time faculty requires clear evidence in all three of the following categories:

1. Terms of Service
2. Evaluations That Reflect ~~Excellence in~~ Teaching **Effectiveness**
3. Relevant Professional Experiences

### **PROMOTION PROCESS STEPS AND TIMELINE**

1. If a part-time faculty educator meets the criteria below, they must complete Part A of this application and submit it to their supervisor no later than the first day of classes in January.
2. The Supervisor will immediately alert the Department Chair as to how many applications have been received.
3. The Supervisor will complete Part B of this application and submit it to the Department Chair by the first Friday in February.
4. Before receiving the applications, the Department Chair will convene a meeting where interested full-time faculty and supervisors in that department will determine how best to review and vote on the applications from their department, and will establish the Part-Time Faculty Promotion Committee(s).
  - Neither the Department Chair nor the candidate's supervisor are required to participate on this committee, but may do so if they choose.
  - A department may have multiple Part-Time Faculty Promotion Committees.
  - Each Committee must include a minimum of three full-time faculty from the candidate's department.
  - If there aren't three departmental full-time faculty interested in participating on the Committee(s), the Department Chair can request **OAA Office of Instruction & Learning** to solicit potential participants from other departments.
5. The Committee(s) reviews and votes on the applications no later than the last Friday in February. **The vote is to recommend or not recommend each candidate for promotion.** The Committee informs the Supervisor and Department Chair of the results for the average-vote of each candidate no later than the next business day.
6. The Supervisor immediately informs the candidate of the average of the voting results. The part time faculty member may elect to withdraw their application at this time. **He/she-They** must make that decision and inform the Supervisor, who must inform the Committee before the first Friday in March.
7. The Committee sends completed applications to the **Office of Academic Affairs Instruction & Learning** by the **deadline established by the Office of Instruction & Learning Friday before Spring break.**
8. The **Office of Academic Affairs Instruction & Learning** will review the applications and make recommendations for promotions to the College President.
9. PT faculty will be notified of promotion decisions by the last day of classes in May (before the Evaluation/Exam period begins).

### **PROMOTIONAL CRITERIA**

#### 1. Terms of Service Criteria

In order to apply for promotion to the next higher rank, the PT faculty must have completed teaching a minimum of ten (10) terms at their current rank **at the time the application is submitted.** Terms are defined as winter, spring, summer (counts as one term regardless of the number of sessions taught) and fall.

## 2. Evaluations That Reflect Excellence in Teaching Effectiveness

**Effectiveness** Excellence in teaching is essential in order to be considered for promotion.

**Excellence in Teaching effectiveness** can be characterized by such things as:

- engaging students in the classroom, and consistently encouraging them to grow as learners. This is evident by student participation and involvement in the work being addressed.
- recognizing different learning styles, and integrating teaching methodology that accommodates these differences.
- creating a rapport with students that supports a constructive and safe learning environment.
- helping students learn to effectively use academic resources to enhance their comprehension of the course content.
- creating supplemental materials which help create a scaffold for learning.

For promotion into a higher rank, the application must clearly demonstrate the following criteria.

Rank	Teaching Excellence Demonstrated for Each Rank
Adjunct Assistant Professor	Evaluations should indicate excellence as a college teacher
Adjunct Associate Professor	Evaluations should indicate consistently superior performance as a college teacher in multiple categories above
Adjunct Professor	Evaluations should indicate exemplary performance as a college teacher in most of the categories above.

For promotion into a higher rank, the application must clearly demonstrate the following criteria.

Rank	Teaching Effectiveness Demonstrated for Each Rank
Adjunct Assistant Professor	Evaluations should indicate effectiveness as a college teacher
Adjunct Associate Professor	Evaluations should indicate a continuing record of consistent superior performance as an assistant professor
Adjunct Professor	Evaluations should indicate a continuing record of consistent superior performance as an associate professor

## 3. Relevant Professional Experiences

Candidates for promotion should not only be ~~excellent~~**effective** teachers, but also have demonstrated their continuing professional development, which either impacts student learning and/or provides valuable service to the DCC community.

For promotion into a higher rank, the following criteria must be met:

<b>Rank</b>	<b>Professional Experiences Demonstrated for Each Rank</b>
Adjunct Assistant Professor	Some professional experiences that demonstrate continued growth as an educator and/or demonstrate contributions to and participation in the educational endeavors of the institution beyond the standard teaching responsibilities.
Adjunct Associate Professor	Consistent and regular participation in experiences that demonstrate continued growth as an educator, and/or demonstrate involvement which contributes to the institutional mission.
Adjunct Professor	Significant professional experiences and/or significant involvement on campus on a consistent and regular basis over many years. Professional experiences must be clearly connected to growth as an effective educator, and/or as a leader in the department or at the College.

Part-time Faculty Promotion Application

***PART A: TO BE COMPLETED BY THE CANDIDATE APPLYING FOR PROMOTION***

Name of Part-time Faculty Educator:

Date of Application:

Date of Hire:

Name of Current Supervisor:

***1. INITIAL PLACEMENT AND RANK AT TIME OF APPLICATION AND LENGTH TERMS OF SERVICE***

Check your current rank:

- Adjunct Instructor
- Adjunct Assistant Professor
- Adjunct Associate Professor

Indicate the number of terms\* you have completed **at your current rank** teaching at DCC **at the time of application**:

*\*Teaching during the summer counts as 1 term regardless of whether you taught 1 or 2 summer sessions.*

Indicate the rank for which you are applying.

***2. TEACHING EFFECTIVENESS***

To be considered for promotion, the teaching evaluations must show clear evidence of effective/excellent teaching. This should be clear to all reviewers by notes that are made in the comment sections of the classroom observations, or by the Supervisor's further comments in Part B of this application.

- A. Part-time Faculty Evaluations by your supervisor(s). Attach a copy of **the written evaluation section, as completed by your supervisor, of your three (3) two (2) three (3) most recent evaluations** (can be obtained from **Office of Instruction & Learning** QAA). **At least one evaluation must have been completed since the 2017-2018 academic year.**
- B. Portfolio of teaching. Attach two activities/assignments with corresponding syllabus for the course(s), and provide a brief written reflection on how they best represent your teaching (500 words maximum).

***3. PROFESSIONAL EXPERIENCES***

A. ~~Using a bulleted list\*, please list List~~ applicable professional experiences that you have participated in since your date of hire or last promotion at DCC. Next to each professional experience listed include the academic term (with year) and provide a brief description. (Please refer to the list of possible categories and professional experiences listed in the *2018-2019 FAQ for Part-time Faculty for Rank, Step and Promotion*.)

B. ~~Applicants are responsible to make sure that their current official transcripts and professional development hours are on file with the Office of Instruction & Learning. Attach documents that verify graduate credits completed (unofficial transcript) and professional development hours earned (Certificates of Completion).~~ items indicated (i.e. unofficial transcripts, photocopies, letters of completion, certificates of attendance, convention brochures/programs listing your DCC affiliation.).

C. ~~Applicants are encouraged to submit any other material that they deem necessary to complete the evaluation of their application.~~

~~C. Include links to sites that can be used to verify materials that are too lengthy to include, i.e articles, books, presentations, etc.~~

*\*please use an asterisk, dash or similar text character for your "bullet."*

Type Here.

#### **PART B. TO BE FILLED OUT BY SUPERVISOR**

~~The promotion of a part-time faculty member is a competitive process which is based on excellent classroom teaching as well as engagement in professional experiences that add value and contribute meaningfully to the faculty member's work with Dutchess Community College students, department, and/or the institution.~~

**The promotion of a part-time faculty member is a rigorous process which is based on excellent classroom teaching as well as engagement in professional experiences that add value and contribute meaningfully to the faculty member's work with Dutchess Community College students, department, and/or the institution.**

~~Based on the statement above, is there clear evidence that Does the part-time faculty member qualifies qualify for promotion? If, NO a brief rationale must be provided.~~

Yes.

~~If a supervisor feels that the part-time faculty member's evaluations do not adequately illustrate excellent teaching, the supervisor may add relevant reflections here.~~

No

**MOA for PT Unit**  
FINAL November 3, 2025

Please print your name, sign and date below. ~~By the first Friday in February~~ **By the deadline established by the Office of Instruction & Learning**, please submit candidate's application to the Department Chair.

(Print name)

(Sign name)

(Date)

*PART C. TO BE FILLED OUT BY A MEMBER OF THE DEPARTMENT'S PART-TIME FACULTY PROMOTION COMMITTEE(S)*

Enter results of vote below ("recommend" or "not recommend").

~~Vote for Promotion from Rank of Enter Initial Rank to Rank of Enter New Rank~~

~~\_\_\_\_\_  
\*\* Five  
Four  
Three  
Two  
One~~

~~Average: \_\_\_\_\_~~

~~\_\_\_\_\_  
\*\* 5 = fulfilled the criteria as well as they can  
3 = represents a position half way between one and five  
1 = barely fulfilled the minimum criteria~~

Please print name, sign and date below for all full-time faculty members who participated in the review and voting process for the candidate's application (attach separate page with additional names, signatures and dates if needed). ~~By the Friday before Spring break~~ **By the deadline established by the Office of Instruction & Learning**, submit candidate's application to the **Office of Academic Affairs Instruction & Learning**.

(Print name)

(Sign name)

(Date)

(Print name)

(Sign name)

(Date)

(Print name)

(Sign name)

(Date)

**5. Page 3, Modify Article VII (7.02) — Bereavement Leave for Part-Time Teaching Educators - Revise as follows:**

7.02 Bereavement Leave for Part-Time Teaching Educators

Bereavement leave is the absence due to the death of a Part-Time Educator's parent **or parent-in-law (biological, adoptive, step or foster)**, spouse/domestic partner ~~(as defined in accordance with the New York State Public Health Law Section 2961)~~, parent of spouse/domestic partner, siblings, children **(biological, adopted, or foster child, stepchild, legal ward, or child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability)**, grandparent, grandchild, ~~or other dependents, or household members~~. The term "domestic partner" shall be defined in accordance with Dutchess County Local Law 2-2022, as amended from time to time. Part-Time Teaching Educators may use up to one class hour paid bereavement leave for each class hour taught per week. Said leave is to be used for absences during the times the individual course section meets. Part-Time Non-Teaching Educators shall be eligible to be paid for up to three of their normally scheduled work days due to absences for bereavement **due to the death in their family as defined above**, provided with payment for three days of their normal schedule salary. At least one of the three days needs to be directly related to up. The Part-Time Non-Teaching Educator has the opportunity to make up no more than to 1425 hours of unpaid leave due to the death in their family as defined above. **Part-time Non-Teaching Educators shall be provided with up to 25 hours of additional unpaid leave due to the death in their family as defined above.** The Part-Time non-Teaching Educator shall be afforded the opportunity to make up the **additional unpaid leave** time, **up to 14 hours**, provided that such time is made up within **two one months or the end of the fiscal year, whichever is sooner**, upon return from the bereavement leave. The scheduling of such make-up time shall be subject to the approval of the Part-Time non-Teaching Educator's supervisor. This benefit is offered for each loss. Part-Time Educators will notify their supervisors of the need for bereavement leave. This section shall take effect upon the ratification of the Collective Bargaining Agreement (CBA).

6. Page 11, Modify Article 9.05 — Reemployment Preference as follows:

9.05 Reemployment Preference

(g) Student Survey of Teaching Schedule

1. A part-time faculty member must administer the Student Survey of Teaching form in all sections taught each semester until achieving Re-employment Preference Status.
2. A part-time faculty member on the re-employment preference list who teaches multiple sections in a semester will administer Student Survey of Teaching forms in at least one section each semester. Selection of sections in which surveys will be administered is made by the faculty in consultation with the part-time faculty supervisor. Over the course of 4 semesters, the sections selected should represent a full range of courses taught by the faculty member.

7. Page 2, Modify Article VII (7.01 (a)) — Professional Leave: Part-Time Teaching Educators as follows:

7.01 Professional Leave

a) Part-Time Teaching Educators

For each individual course section taught, Part-Time Teaching Educators shall be granted leave with pay of one class hour per semester for each ~~class~~ hour taught per week ~~to be used for absences during the times the individual course section meets. Except as provided below, such leave must be used for absences during times the individual course section meets. For Part-Time Teaching Educators who are teaching more than one course section, leave with pay from any one course section may be used to cover another course section, provided that the total leave taken does not exceed twice the number of class hours per week for the course section in which the leave is used.~~ Said leave may be used because of illness, to conduct personal business, ~~to or~~ attend to family affairs, or ~~to~~ observe religious holidays. Anyone teaching on an alternate schedule will be pro-rated accordingly. This leave shall not be cumulative.

Set forth below are examples as to how the leave with pay would apply for a Part-Time Teaching Educator who is teaching more than one course section:

- A faculty member is assigned to teach 1 section of ART 172 lecture (2 contact hours per week) and 1 section of ART 172 lab (2 contact hours per week). This faculty member can use up to 4 hours of leave over the course of the semester. They would be able to use all 4 hours of leave for the ART 172 lecture section, if needed. That would exhaust their leave.
- A faculty member is assigned to teach 1 section of ENG 101 lecture (3 contact hours per week) and 1 section of ENG 102 lecture (3 contact hours per week). This faculty member can use up to 6 hours of leave over the course of the semester. They would be able to use all 6 hours of leave for the ENG 101 lecture section, if needed. That would exhaust their leave.
- A faculty member is assigned to teach 1 section of BIO 030 lecture (2 contact hours per week) and 1 section of BIO 030 lab (3 contact hours per week). This faculty member can use up to 5 hours of leave over the course of the semester. They would be able to use up to 4 hours of leave for the BIO 030 lecture section, if needed, which is twice the number of class hours per week for that section.
- A faculty member is assigned to teach 3 sections of BHS 103 lecture, each of which is 3 contact hours per week. This faculty member can use up to 9 hours of leave over the course of the semester. They would be able to use 6 hours of leave in one section, if needed. Aside from those 6 hours, they have another 3 hours of leave to use in either of the other sections.

8. Page 16, NEW Article IX (9.08) — Part-Time Non-Teaching Educator Evaluation Process

Add the following:

**Article 9.08 — Part-time Non-Teaching Educator Evaluation Process (ALL NEW)**

The evaluation of the professional activities of all employees in a public institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of professional evaluations shall be to recognize and encourage outstanding professional performance by providing a process that includes supervisory, peer, and self-review. Through this process, non-teaching educators are able to identify areas of excellent performance and areas for improvement, and peers and supervisors are able to provide useful feedback for consideration. Support of a professional working environment and professional development are key elements of an outstanding professional performance; therefore, the evaluation process also addresses possible actions as a result of the evaluation process. The evaluation of a non-teaching educator shall be based on total professional performance.

### **Evaluation Process**

The evaluation of a non-teaching educator is conducted by the non-teaching educator's direct supervisor using forms as provided by the Office of Human Resources. Notice to DUE for the creation of the non-teaching educator evaluation form for the 2026-2027 academic year shall be six (6) months. Each year thereafter, the College will notify DUE one (1) year in advance of any changes to non-teaching educator evaluation forms. The College will consider any suggestions, submitted by DUE within 60 days of said notice, concerning announced changes. Edits submitted by DUE and agreed to by the College can be made within nine (9) months of implementation. The final decision on the non-teaching educator evaluation form is the College's and any changes to the form would not be subject to the grievance procedure.

### **9. Page 16, NEW Article 9.09 — Internal Posting**

Add the following:

#### **9.09 Internal Posting**

When a Full-Time Educator position at the College becomes vacant or a new Full-Time Educator position is created, and the College plans to fill such position, a vacancy/opening announcement shall be posted internally, through email, one week prior to posting the position externally.

### **10. Page 2, Modify Article VII (7.01 (b)) — Professional Leave: Part-Time Non-Teaching Educators as follows:**

#### **7.01 Professional Leave**

##### **b) Part-Time Non-Teaching Educators**

Part-Time NTEs who are regularly scheduled to work a minimum of 840 hours per year (e.g. i.e., 20 hours per week multiplied by 42 workweeks) and employed by the College for a minimum of five months shall be granted 15 hours of leave with

pay per year. Said leave may be used because of illness, to conduct personal business, attend to family affairs, ~~inclement weather when the College is closed~~, and vacation. **In the event the College is closed due to inclement weather, Part-Time NTEs who were scheduled to work on the day of College closure will be paid for the scheduled hours and will not use leave time. Notwithstanding, a professional leave day shall still be charged for an emergency closing day if the day had previously been approved for professional leave with the following exception. Any unit member who requests a paid personal leave day may cancel the leave request by 4:00 PM just prior to the leave day that was requested. If the unit member cancels the leave request day and then, if the College does not close, does not work on the leave day that was cancelled, the unit member shall be docked for that day.** Leave time may not be accumulated, and has no cash-out value upon separation from service. ~~This provision shall take effect at the start of the 2022-2023 academic year.~~

**11. Page 16, Article X (10.01) — Terms**

**Page 22, Appendix B - Part-Time Teaching Educator Salary Schedules**

**Page 29, Appendix D - Part-Time Non-Teaching Educator Salary Schedules**

**A. Revise Section 10.01 (Terms) as follows:**

All Part-Time Teaching Educators as defined by PERB CERTIFICATION shall receive salaries in accordance with the schedule as shown in Appendix B. ~~The semesters of experience that determine salary rates do not need to be consecutive.~~ The hourly rates for Part-Time Non-Teaching Educators are shown in Appendix D.

**B. Revise Appendix B as follows:**

**APPENDIX B: PART-TIME TEACHING EDUCATOR SALARY SCHEDULES**

~~Beginning with the Fall 2020 semester and continuing only through the end of this contract.~~

- Part-Time Teaching Educator contact hour wages are directly tied to the salary of full-time Teaching Educators by using a negotiated rate of full-time salaries (Equity Percentage).
- Steps within each rank provide a means for Part-Time Teaching Educators to earn higher compensation based on longevity of teaching service to the College.
- A step is earned by completing 30 lecture and/or lab contact hours beginning in Fall 2018.
- Contact hours are accumulated in every semester, including winter and summer sessions.
- Every Fall starting in Fall 2019, Part-Time Teaching Educators with 30 or more contact hours will be awarded a step increase, and 30 contact hours will be deducted from these Part-Time Teaching Educator's total contact hour accumulation. Steps will be awarded

**MOA for PT Unit**  
FINAL November 3, 2025

until the Part-Time Teaching Educator reaches the top step of the schedule within their rank.

**Part-Time Teaching Educators**

Lecture Contact Hour Rates:

Lecture/Lab Contact Hours

Step	2024/2025				1.03	2025/2026			
	Instructor	Assistant	Associate	Professor		Instructor	Assistant	Associate	Professor
1	1,399	1,528	1,647	1,775		1,441	1,574	1,696	1,828
2	1,436	1,569	1,694	1,827		1,479	1,616	1,745	1,882
3	1,474	1,611	1,740	1,877		1,518	1,659	1,792	1,933
4	1,511	1,652	1,786	1,929		1,556	1,702	1,840	1,987
5	1,547	1,694	1,834	1,980		1,593	1,745	1,889	2,039
6	1,584	1,737	1,880	2,032		1,632	1,789	1,936	2,093
7	1,621	1,778	1,927	2,083		1,670	1,831	1,985	2,145
8	1,658	1,820	1,973	2,134		1,708	1,875	2,032	2,198
9	1,694	1,862	2,019	2,186		1,745	1,918	2,080	2,252

Lecture/Lab Contact Hours

Step	2025/2026				1.04
	Instructor	Assistant	Associate	Professor	
1	1,455	1,589	1,713	1,846	
2	1,493	1,632	1,762	1,900	
3	1,533	1,675	1,810	1,952	
4	1,571	1,718	1,857	2,006	
5	1,609	1,762	1,907	2,059	
6	1,647	1,806	1,955	2,113	
7	1,686	1,849	2,004	2,166	
8	1,724	1,893	2,052	2,219	
9	1,762	1,936	2,100	2,273	

Effective September 1, 2026, the hourly rates above shall be increased by 3%.

Effective September 1, 2027, the hourly rates above shall be increased by 3%.

Effective September 1, 2028, the hourly rates above shall be increased by 4%.

**For Non-Teaching Educators:**

**Effective September 1, 2025, the NTE base wages shall be increased by 4%.**

**Effective September 1, 2026, the NTE base wages shall be increased by 3%.**

**Effective September 1, 2027, the NTE base wages shall be increased by 3%.**

**Effective September 1, 2028, the NTE base wages shall be increased by 4%.**

**APPENDIX D: PART TIME, NON-TEACHING EDUCATOR SALARY SCHEDULES**

- ~~Pay rates for new hires will be the minimum pay rate for the salary range. Pay rates for new hires will be based on the NTE's experience, years of service, and educational background.~~
- Changing bands will result in a horizontal move with the current dollar rate unless the rate is outside the range. A salary rate below the minimum for the band will be raised to the minimum.

*This bullet is below each salary table ...*

- In order to receive the merit increment a PT NTE must have the recommendation of ~~their~~ his/her supervisor and have worked 50 hours or more in the prior academic year.
- No salary will exceed the maximum for the range.

**12. Page 16, Article X (10.02) — Remuneration for Non-Teaching Assignments**

**Page 28, APPENDIX C: Remuneration for Non-Teaching Assignments by Part-Time Faculty**

**10.02 Remuneration for Non-Teaching Job-Related Assignments**

Remuneration for ~~non-job-related~~ teaching assignments and service on College committees or task forces assumed by Part-Time Educators that have been, in advance, either:

- requested by the Department Chairperson and approved by the Office of Vice President for Instruction and Learning, or
- requested directly, and approved by the Office of Vice President for Instruction and Learning, or
- requested by their area's supervising dean

shall be compensated as specified below:

(a) Compensation is at ~~non-job-related~~ teaching rates for Part-Time Teaching Educators as listed in Appendix C.

(b) Compensation for Part-Time Non-Teaching Educators is at their normal hourly rate.

Committee service assignments must be approved by the Part-Time Educator's Immediate Supervisor and area supervising dean.

Service by Part-Time Educators on a Labor-Management Committee will not be compensated by the College.

APPENDIX C: REMUNERATION FOR NON-JOB-RELATED ~~TEACHING~~ ASSIGNMENTS  
BY PART-TIME ~~TEACHING~~ EDUCATOR

Remuneration for non-~~job-related~~~~teaching~~ assignments shall be at the rate of \$40.00 per hour. ~~for those Part-Time Teaching Educator who are in their first through sixth semesters of DCC teaching employment and at the rate of \$40.00 per hour, for those who are in their seventh or more semesters of DCC teaching employment. Semesters of teaching employment do not need to be consecutive.~~ The hourly rates set forth above shall be increased to \$45.00 per hour, effective September 1, 2027. ~~in each year of the contract by the across-the-board wage increases.~~

**Committee service for which Part-time Educators are compensated is eligible, like uncompensated activities, for inclusion in application for promotions.**

13. Page 6, Replace Article VIII (Responsibilities and Practices of Educators), Section 8.03, Online/Hybrid Courses, with the following: Rename Section 8.03: "Courses Delivered Through e-Learning Modalities" and replace with the following:

"The College course offerings comprise a variety of deliveries, including those supported by web and e-Learning technologies. The three major course modalities include: Traditional (face-to-face), Online, and Hybrid.

a) Definitions

i. Traditional Courses

In traditional courses, all aspects related to delivery of the course occurs on campus through face-to-face direct interaction between faculty and students. Traditional classes may be supported or enhanced by resources in the Learning Management System (LMS).

ii. Online Courses

Online courses are those delivered remotely by utilizing e-Learning technologies and pedagogies that enable learning, collaboration, and access to curriculum outside of the traditional classroom. On-campus (face-to-face) meetings are not required. Online courses may be delivered asynchronously, synchronously, or through a combination of asynchronous & synchronous modalities. Additionally, online courses may include proctored assessments.

iii. Online with In-Person Requirement Courses

These are similar to Online courses, but require a limited number of On-campus (face-to-face) meetings, which may include in-person proctored assessments. On-line with In-Person Requirements courses may have no more than 1/4 of the contact hours on-campus (face-to-face).

iv. Hybrid Courses

Hybrid courses combine traditional and online deliveries. Hybrid courses have at least 1/3 and no more than 3/4 of the educational content delivered remotely with the support of e-Learning

technologies. The contact hours of face-to-face meetings in a Hybrid course must be approved by the Department Chair and the Office of Instruction and Learning.

b) Approval and Requirements

- i. Part-Time Educators wishing to teach an Online or a Hybrid course must receive the prior written approval of the academic Department Chair in which the course resides, and the Office of Instruction and Learning. For Part-Time Non-Teaching Educators, in addition to having approval from the Department Chair, must request and receive prior written approval from their supervisor or area Vice President.
- ii. A Part-Time Educator who is not certified to teach Online/Hybrid courses, but who wants to teach a course using e-Learning modalities that have been approved for offering and scheduling by their Department Chair and the Office of Instruction and Learning, shall be offered the opportunity to receive appropriate e-Learning training as determined by the College.
- iii. Only Part-Time Educators certified to teach Online/Hybrid courses will be assigned a course delivered using e-Learning modalities. Online or Hybrid courses may be assigned at the discretion of the Office of Instruction and Learning. In such case, the College shall have the discretion to require the Educator to take the necessary steps to obtain certification to teach Online/Hybrid courses.
- iv. A Part-Time Educator must successfully teach an Online/Hybrid course at least one semester before seeking permission to teach an additional online/hybrid course. The preparation to teach an approved additional online/hybrid course can only take place during or after the second semester of teaching the current online/hybrid course.
- v. The Office of Instruction and Learning will maintain, and update each semester, a list of all Educators approved to teach Online/Hybrid courses, listing all individual courses by academic department. The list will be communicated to DUE at the end of each academic year.
- vi. Denials or negative recommendations to teach in e-Learning modality to be trained will originate with the Department Chair or the Office of Instruction and Learning. The originator of any denial or negative recommendation must provide to the Part-Time Educator, in writing, the reason(s) for the denial or negative recommendation, with a copy provided to DUE. Part-Time Educators that have been denied training or a training waiver, must be given an opportunity to submit additional material relevant to their performance and qualifications for full consideration by the Department Chair and the Office of Instruction and Learning. A

negative recommendation shall not be subject to appeal via the grievance process.

c) e-Learning Training and Course Shell Development

i. General

All training must be pre-approved, in writing, by the Office of Instruction and Learning. The Director of Instructional Technology and e-Learning will coordinate and facilitate the training.

ii. Certification to Teach e-Learning Courses

Part-Time Educators who have never taught an online/hybrid course must be certified to teach e-Learning courses. e-Learning training must be successfully completed prior to being assigned an e-Learning course, and will include training in the appropriate LMS. Any Part-Time Educator who will develop a course must first be certified to teach e-Learning courses. Office of Instruction and Learning shall have the discretion to waive this requirement for Part-Time Educators with previous experience using an LMS.

iii. Course Shell Development (First Time)

Part-Time Educators certified to teach e-Learning courses and approved to teach their first online/hybrid course will complete training on e-Learning Course Design. The approved Part-Time Educator will attend all of the required training sessions. The training will include: (1) training in the current appropriate LMS, as needed; (2) e-Learning pedagogy; (3) effective online teaching practices; and (4) online course design. The Office of Instruction and Learning shall have the discretion to waive any portion of this training. The Director of Instructional Technology and e-Learning or their designee will mentor the Part-Time Educator when needed. During the one semester of training on e-Learning Course Design and development of their first online/hybrid course, the Part-Time Educator will receive compensation of four (4) contact hours at the Part-Time Educator's hourly rate, based upon current rank and step, to be paid upon completion of the training and course shell development. This compensation shall be for e-Learning Course Design training (1 contact hour) and course shell development (3 contact hours).

iv. Course Shell Development (Additional Courses)

Part-Time Educators who have been certified to teach e-Learning courses, have completed training on e-Learning Course Design, and have successfully developed a course may be approved to develop additional courses. For the second and third on-line/hybrid course shells developed by an Educator, they will receive compensation for each of one (1) contact hour at the Part-Time Educator's hourly rate, based upon current rank and step, in the preparation semester. There is no compensation given for the development of any course shell thereafter, irrespective of discipline.

v. Additional Training

All approved additional training, either to address a recommendation prior to assignment to an e-Learning course or to learning new technologies, are compensated at the hourly rate specified in Appendix C, Remuneration for Non-Job Related Assignments.

d) Course Shell Requirements

All e-Learning courses will include an established set of course elements and expectations for promoting student engagement, which will be provided to course developers prior to the start of course shell development. Any agreed upon elements would be established by the faculty through a governance process. Part-Time Educators teaching an online/hybrid course must have specific course information, including a syllabus, schedule, and introductory announcement, in the LMS at least seven (7) calendar days before the start of the class.

e) Online/Hybrid Course Offerings

Approved Part-Time Educators agree to offer any online/hybrid course for three (3) semesters if they received payment for training/preparation. If a Part-Time Educator cannot complete the teaching of a section of such course(s), online course materials created to that point shall be shared for the conclusion of that semester only for the purposes of successfully completing that course section.

f) Non-Teaching Educators and Regular Work Schedule

Online/hybrid teaching assignments may not interfere with or be fulfilled during a Non-Teaching Educator's regular work schedule without a schedule adjustment and written permission of the Non-Teaching Educator's Supervising Dean or area Associate Vice President.

g) Class Observation Process

Those Educators teaching an e-Learning course for the first time will have at least one observation by their Department Chair during their first semester teaching that course. Thereafter, in accordance with the Classroom Observation Process (Appendix G), observations leading to a written report (Appendix F) shall include one course using e-Learning modalities at least once every three years.

Observation of e-Learning courses must adhere to the same principles of observation for Traditional (face-to-face) classes as detailed in Appendix G – Classroom Observation Process and includes the following two requirements to facilitate observation in the e-Learning environment:

- i. The Educator provides to their supervisor full access to the course in the LMS during the first week of the course to confirm that contractually-obligated information has been placed in the course.

ii. For observation of asynchronous and/or synchronous modalities, the Educator provides to their supervisor full access to the course in the LMS in a mutually agreeable format and during a mutually agreed upon week between the fifth and eleventh weeks of the course.

h) Teaching and Student Load Limitations

The first semester that the initial online/hybrid course is taught, the instructor shall be limited to one online/hybrid section of that course and class enrollment shall be at a maximum of sixteen (16) students. Thereafter, the maximum enrollment for Online courses and Hybrid courses with 50% or more of the education content being taught online shall be 90% of the course capacity for the Traditional course modality if the course capacity is 20 students or less and 80% of the course capacity for the Traditional course modality if the course capacity is 21 students or more. Hybrid sections with less than 50% of the education content being taught online shall have a maximum enrollment consistent with the course capacity of the Traditional course modality.

i) Intellectual Property

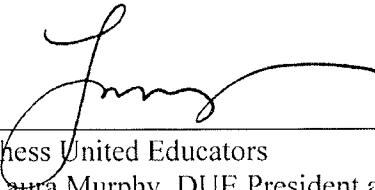
The College has the rights to the course outline, the orientation documents, and the sequencing of the content material; however, the specific assignments, discussion questions, or other Educator generated academic content remain the intellectual property of the Part-Time Educator.

j) Assignment of Previously Developed e-Learning Course

Teaching Educators may be assigned to teach an e-Learning course that has been already developed by another faculty member. The e-Learning course shell will have all essential content, curriculum, mechanisms for student engagement, basic assessments, and all other elements required in the e-Learning course design. **Use of an existing course shell is not mandatory.**

Dated: November 4, 2025

  
Dutchess Community College

  
Dutchess United Educators  
Dr. Laura Murphy, DUE President and Chief  
Negotiator

  
Dutchess United Educators  
Dr. Leah Akins, Chair of Negotiating Committee

## Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
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 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present: 12 Resolution: ✓ Total: 12 0  
 Absent: 0 Motion: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
 Vacant: 0 Abstentions: 0

2025238 APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE PART-TIME EDUCATORS' UNIT OF THE DUTCHESS UNITED EDUCATORS

DECEMBER 17, 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		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
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		
District 24 - Dover and Pawling	House		

Present: 25  
 Absent: 0  
 Vacant: 0

Resolution: ✓

Motion:   

Total : 25 Yes 0

Abstentions: 0 No

2025238 APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND THE PART-TIME EDUCATORS' UNIT OF THE DUTCHESS UNITED EDUCATORS

DECEMBER 17, 2025

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2025239

RE: LEVY OF TAXES – CITY OF POUGHKEEPSIE

Legislators CASWELL, TRUITT, HOUSTON, and POLASEK offer the following and move its adoption:

RESOLVED, that the share of taxes to be levied and assessed on the taxable property of the City of Poughkeepsie on the tax roll for the year 2025/2026, to be collected in the year 2026, be and the same hereby is determined and fixed as shown in Exhibit “A” annexed hereto, and be it further

RESOLVED, that the Chairman of the County Legislature and the Clerk of the Legislature be and are authorized and directed to certify this sum to the Commissioner of Finance of the City of Poughkeepsie and all others whom it may concern, in accordance with the Charter of the City of Poughkeepsie, and to issue a warrant under the hand and seal of this County Legislature for the collection of that amount from the taxable property of the City of Poughkeepsie.

CA-130-25  
CEB/mar/rjw  
G-0131  
09/19/25  
Fiscal Impact: See Attached.

APPROVED

*Susan Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date Dec. 24, 2025

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

**DUTCHESS COUNTY**  
**Final Tax Levy Distribution**  
**Fiscal Year**  
**2026**

<b>Municipality</b>	<b>Portion</b>	<b>Rate / 1,000 AV</b>
Amenia	\$ 2,984,356	2.110824
Beekman	\$ 4,061,890	3.157576
Clinton	\$ 2,719,818	2.110835
Dover	\$ 2,530,395	6.596861
East Fishkill	\$ 12,629,152	2.110826
Fishkill	\$ 7,603,626	2.110829
Hyde Park	\$ 5,610,447	5.946011
Lagrange	\$ 6,558,613	3.346795
Milan	\$ 1,862,499	2.110824
North East	\$ 1,771,207	2.110824
Pawling	\$ 3,829,455	7.128753
Pine Plains	\$ 1,192,156	2.110824
Pleasant Valley	\$ 3,495,037	3.421113
Poughkeepsie Town	\$ 12,316,082	2.371722
Red Hook	\$ 4,125,704	2.110824
Rhinebeck	\$ 5,597,491	2.110825
Stanford	\$ 2,589,796	2.110824
Union Vale	\$ 2,050,295	3.305911
Wappinger	\$ 8,682,052	2.110828
Washington	\$ 3,977,231	3.124832
Beacon	\$ 4,744,110	2.110824
Poughkeepsie City	\$ 6,005,138	2.110839

Apportioned Levy: \$ 106,936,548.41

Omitted Taxes: \$ 77,756.59

**Budgeted Levy: \$ 107,014,305.00**

**Tax Levy For      2026      Fiscal Year  
FINAL**

Municipality	Taxable Value	Equalization Rate	Taxable True Value (Actual)	Veterans (RPTL §458)	Clergy (RPTL §460)	Taxable for Apportionment	True Value for Apport (RPTL §844)	Portion of the Levy	Rate
Amenia	1,413,834,464	100.00	1,413,834,464	-	-	1,413,834,464	1,413,834,464	\$ 2,984,356	0.002110824
Beekman	1,286,395,072	66.85	1,924,300,781	6,500	3,000	1,286,404,572	1,924,314,992	\$ 4,061,890	0.003157576
Clinton	1,288,502,909	100.00	1,288,502,909	7,082	-	1,288,509,991	1,288,509,991	\$ 2,719,818	0.002110835
Dover	383,575,666	32.00	1,198,673,956	31,183	-	383,606,849	1,198,771,403	\$ 2,530,395	0.006596861
East Fishkill	5,983,037,850	100.00	5,983,037,850	2,850	3,000	5,983,043,700	5,983,043,700	\$ 12,629,152	0.002110826
Fishkill	3,602,199,432	100.00	3,602,199,432	5,000	3,000	3,602,207,432	3,602,207,432	\$ 7,603,626	0.002110829
Hyde Park	943,564,744	35.50	2,657,928,856	-	4,500	943,569,244	2,657,941,532	\$ 5,610,447	0.005946011
Lagrange	1,959,669,462	63.07	3,107,134,076	-	-	1,959,669,462	3,107,134,076	\$ 6,558,613	0.003346795
Milan	882,356,604	100.00	882,356,604	-	-	882,356,604	882,356,604	\$ 1,862,499	0.002110824
North East	839,107,082	100.00	839,107,082	-	-	839,107,082	839,107,082	\$ 1,771,207	0.002110824
Pawling	537,184,409	29.61	1,814,199,287	-	-	537,184,409	1,814,199,287	\$ 3,829,455	0.007128753
Pine Plains	564,782,400	100.00	564,782,400	-	-	564,782,400	564,782,400	\$ 1,192,156	0.002110824
Pleasant Valley	1,021,608,078	61.70	1,655,766,739	-	1,500	1,021,609,578	1,655,769,170	\$ 3,495,037	0.003421113
Poughkeepsie Town	5,192,885,425	89.00	5,834,702,725	13,000	9,000	5,192,907,425	5,834,727,444	\$ 12,316,082	0.002371722
Red Hook	1,954,546,990	100.00	1,954,546,990	-	-	1,954,546,990	1,954,546,990	\$ 4,125,704	0.002110824
Rhinebeck	2,651,802,259	100.00	2,651,802,259	-	1,500	2,651,803,759	2,651,803,759	\$ 5,597,491	0.002110825
Stanford	1,226,912,367	100.00	1,226,912,367	-	-	1,226,912,367	1,226,912,367	\$ 2,589,796	0.002110824
Union Vale	620,190,653	63.85	971,324,437	-	-	620,190,653	971,324,437	\$ 2,050,295	0.003305911
Wappinger	4,113,102,400	100.00	4,113,102,400	5,000	3,000	4,113,110,400	4,113,110,400	\$ 8,682,052	0.002110828
Washington	1,272,782,314	67.55	1,884,207,719	-	-	1,272,782,314	1,884,207,719	\$ 3,977,231	0.003124832
Beacon	2,247,515,748	100.00	2,247,515,748	-	-	2,247,515,748	2,247,515,748	\$ 4,744,110	0.002110824
Poughkeepsie City	2,844,905,283	100.00	2,844,905,283	13,100	7,500	2,844,925,883	2,844,925,883	\$ 6,005,138	0.002110839
<b>TOTALS</b>	<b>42,830,461,611</b>		<b>50,660,844,365</b>	<b>83,715</b>	<b>36,000</b>	<b>42,830,581,326</b>	<b>50,661,046,881</b>	<b>\$ 106,936,548</b>	

Adopted Tax Levy:      \$ 107,014,305.00  
 Omitted: (-)      \$ 77,756.59  
 Adjusted Tax Levy:      \$ 106,936,548.41

True Rate:      0.002110832  
 True Rate (Rounded):      2.11

## Budget, Finance, and Personnel Committee 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 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		
Present: <u>12</u>	Resolution: <u>✓</u>	Total : <u>12</u>	<u>0</u>
Absent: <u>0</u>	Motion: <u>      </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2025239 LEVY OF TAXES – CITY OF POUGHKEEPSIE

DECEMBER 17, 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		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
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		
District 24 - Dover and Pawling	House		

Present: 25

Resolution: ✓

Total : 25

0

Absent: 0

Motion:   

Yes

No

Vacant: 0

Abstentions: 0

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2025240

RE: LEVY OF TAXES – CITY OF BEACON

Legislators CASWELL, TRUITT, HOUSTON, and POLASEK offer the following and move its adoption:

RESOLVED, that the share of taxes to be levied and assessed on the taxable property of the City of Beacon on the tax roll for the year 2025/2026, to be collected in the year 2026, be and the same hereby is determined and fixed as shown in Exhibit "A" annexed hereto, and be it further

RESOLVED, that the Chairman of the County Legislature and the Clerk of the County Legislature be and are authorized and directed to certify this sum to the Commissioner of Finance of the City of Beacon and all others whom it may concern, in accordance with the Charter of the City of Beacon, and to issue a warrant under the hand and seal of this County Legislature for the collection of that amount from the taxable property of the City of Beacon.

CA-131-25  
CEB/mar/rjw  
G-0131  
09/19/25  
Fiscal Impact: Attached

APPROVED

*Susan Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date Dec 24, 2025

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



LEIGH WAGER, CLERK OF THE LEGISLATURE

*Leigh Wager*

**DUTCHESS COUNTY**  
**Final Tax Levy Distribution**  
**Fiscal Year**  
**2026**

<b>Municipality</b>	<b>Portion</b>	<b>Rate / 1,000 AV</b>
Amenia	\$ 2,984,356	2.110824
Beekman	\$ 4,061,890	3.157576
Clinton	\$ 2,719,818	2.110835
Dover	\$ 2,530,395	6.596861
East Fishkill	\$ 12,629,152	2.110826
Fishkill	\$ 7,603,626	2.110829
Hyde Park	\$ 5,610,447	5.946011
Lagrange	\$ 6,558,613	3.346795
Milan	\$ 1,862,499	2.110824
North East	\$ 1,771,207	2.110824
Pawling	\$ 3,829,455	7.128753
Pine Plains	\$ 1,192,156	2.110824
Pleasant Valley	\$ 3,495,037	3.421113
Poughkeepsie Town	\$ 12,316,082	2.371722
Red Hook	\$ 4,125,704	2.110824
Rhinebeck	\$ 5,597,491	2.110825
Stanford	\$ 2,589,796	2.110824
Union Vale	\$ 2,050,295	3.305911
Wappinger	\$ 8,682,052	2.110828
Washington	\$ 3,977,231	3.124832
Beacon	\$ 4,744,110	2.110824
Poughkeepsie City	\$ 6,005,138	2.110839

Apportioned Levy: \$ 106,936,548.41

Omitted Taxes: \$ 77,756.59

**Budgeted Levy: \$ 107,014,305.00**

**Tax Levy For      2026      Fiscal Year**  
**FINAL**

Municipality	Taxable Value	Equalization Rate	Taxable True Value (Actual)	Veterans (RPTL §458)	Clergy (RPTL §460)	Taxable for Apportionment	True Value for Apport (RPTL §844)	Portion of the Levy	Rate
Amenia	1,413,834,464	100.00	1,413,834,464	-	-	1,413,834,464	1,413,834,464	\$ 2,984,356	0.002110824
Beekman	1,286,395,072	66.85	1,924,300,781	6,500	3,000	1,286,404,572	1,924,314,992	\$ 4,061,890	0.003157576
Clinton	1,288,502,909	100.00	1,288,502,909	7,082	-	1,288,509,991	1,288,509,991	\$ 2,719,818	0.002110835
Dover	383,575,666	32.00	1,198,673,956	31,183	-	383,606,849	1,198,771,403	\$ 2,530,395	0.006596861
East Fishkill	5,983,037,850	100.00	5,983,037,850	2,850	3,000	5,983,043,700	5,983,043,700	\$ 12,629,152	0.002110826
Fishkill	3,602,199,432	100.00	3,602,199,432	5,000	3,000	3,602,207,432	3,602,207,432	\$ 7,603,626	0.002110829
Hyde Park	943,564,744	35.50	2,657,928,856	-	4,500	943,569,244	2,657,941,532	\$ 5,610,447	0.005946011
Lagrange	1,959,669,462	63.07	3,107,134,076	-	-	1,959,669,462	3,107,134,076	\$ 6,558,613	0.003346795
Milan	882,356,604	100.00	882,356,604	-	-	882,356,604	882,356,604	\$ 1,862,499	0.002110824
North East	839,107,082	100.00	839,107,082	-	-	839,107,082	839,107,082	\$ 1,771,207	0.002110824
Pawling	537,184,409	29.61	1,814,199,287	-	-	537,184,409	1,814,199,287	\$ 3,829,455	0.007128753
Pine Plains	564,782,400	100.00	564,782,400	-	-	564,782,400	564,782,400	\$ 1,192,156	0.002110824
Pleasant Valley	1,021,608,078	61.70	1,655,766,739	-	1,500	1,021,609,578	1,655,769,170	\$ 3,495,037	0.003421113
Poughkeepsie Town	5,192,885,425	89.00	5,834,702,725	13,000	9,000	5,192,907,425	5,834,727,444	\$ 12,316,082	0.002371722
Red Hook	1,954,546,990	100.00	1,954,546,990	-	-	1,954,546,990	1,954,546,990	\$ 4,125,704	0.002110824
Rhinebeck	2,651,802,259	100.00	2,651,802,259	-	1,500	2,651,803,759	2,651,803,759	\$ 5,597,491	0.002110825
Stanford	1,226,912,367	100.00	1,226,912,367	-	-	1,226,912,367	1,226,912,367	\$ 2,589,796	0.002110824
Union Vale	620,190,653	63.85	971,324,437	-	-	620,190,653	971,324,437	\$ 2,050,295	0.003305911
Wappinger	4,113,102,400	100.00	4,113,102,400	5,000	3,000	4,113,110,400	4,113,110,400	\$ 8,682,052	0.002110828
Washington	1,272,782,314	67.55	1,884,207,719	-	-	1,272,782,314	1,884,207,719	\$ 3,977,231	0.003124832
Beacon	2,247,515,748	100.00	2,247,515,748	-	-	2,247,515,748	2,247,515,748	\$ 4,744,110	0.002110824
Poughkeepsie City	2,844,905,283	100.00	2,844,905,283	13,100	7,500	2,844,925,883	2,844,925,883	\$ 6,005,138	0.002110839
<b>TOTALS</b>	<b>42,830,461,611</b>		<b>50,660,844,365</b>	<b>83,715</b>	<b>36,000</b>	<b>42,830,581,326</b>	<b>50,661,046,881</b>	<b>\$ 106,936,548</b>	

Adopted Tax Levy:      \$ 107,014,305.00  
 Omitted: (-)      \$ 77,756.59  
 Adjusted Tax Levy:      \$ 106,936,548.41

True Rate:      0.002110832  
 True Rate (Rounded):      2.11

## Budget, Finance, and Personnel Committee 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 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u>  </u>	Yes		
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

# 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		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
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		
District 24 - Dover and Pawling	House		

Present: 25

Resolution: ✓

Total : 25 0

Absent: 8

Motion:   

Yes 0 No 0

Vacant:   

Abstentions: 0

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2025241

RE: LEVY OF COUNTY, TOWN, VILLAGE, AND SPECIAL DISTRICT TAXES

Legislators CASWELL, TRUITT, HOUSTON, and POLASEK offer the following and move its adoption:

RESOLVED, that the amount of the taxes levied and assessed on the taxable property of the Towns and Villages of Dutchess County for the County, Town, Village and Special District taxes be and the same hereby is established in accordance with the Report of the Director of Real Property Tax Service annexed hereto and made a part of this resolution as Exhibit "A", and be it further

RESOLVED, that the tax warrant of the several Towns of Dutchess County as signed by the Chairman of the Legislature and the Clerk of the Legislature be and is hereby ratified and confirmed and the collectors of said Towns are hereby directed to enforce the collection of taxes as required by law.

CA-133-25  
CEB/mar/rjw  
G-0131  
09/23/25  
Fiscal Impact: See Attached.

APPROVED  
*Susan Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date Dec. 24, 2025

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



LEIGH WAGER, CLERK OF THE LEGISLATURE

*Leigh Wager*

**DUTCHESSE COUNTY**  
**Final Tax Levy Distribution**  
**Fiscal Year**  
**2026**

<b>Municipality</b>	<b>Portion</b>	<b>Rate / 1,000 AV</b>
Amenia	\$ 2,984,356	2.110824
Beekman	\$ 4,061,890	3.157576
Clinton	\$ 2,719,818	2.110835
Dover	\$ 2,530,395	6.596861
East Fishkill	\$ 12,629,152	2.110826
Fishkill	\$ 7,603,626	2.110829
Hyde Park	\$ 5,610,447	5.946011
Lagrange	\$ 6,558,613	3.346795
Milan	\$ 1,862,499	2.110824
North East	\$ 1,771,207	2.110824
Pawling	\$ 3,829,455	7.128753
Pine Plains	\$ 1,192,156	2.110824
Pleasant Valley	\$ 3,495,037	3.421113
Poughkeepsie Town	\$ 12,316,082	2.371722
Red Hook	\$ 4,125,704	2.110824
Rhinebeck	\$ 5,597,491	2.110825
Stanford	\$ 2,589,796	2.110824
Union Vale	\$ 2,050,295	3.305911
Wappinger	\$ 8,682,052	2.110828
Washington	\$ 3,977,231	3.124832
Beacon	\$ 4,744,110	2.110824
Poughkeepsie City	\$ 6,005,138	2.110839

Apportioned Levy: \$ 106,936,548.41

Omitted Taxes: \$ 77,756.59

**Budgeted Levy: \$ 107,014,305.00**

**Tax Levy For      2026      Fiscal Year**  
**FINAL**

Municipality	Taxable Value	Equalization Rate	Taxable True Value (Actual)	Veterans (RPTL §458)	Clergy (RPTL §460)	Taxable for Apportionment	True Value for Apport (RPTL §844)	Portion of the Levy	Rate
Amenia	1,413,834,464	100.00	1,413,834,464	-	-	1,413,834,464	1,413,834,464	\$ 2,984,356	0.002110824
Beekman	1,286,395,072	66.85	1,924,300,781	6,500	3,000	1,286,404,572	1,924,314,992	\$ 4,061,890	0.003157576
Clinton	1,288,502,909	100.00	1,288,502,909	7,082	-	1,288,509,991	1,288,509,991	\$ 2,719,818	0.002110835
Dover	383,575,666	32.00	1,198,673,956	31,183	-	383,606,849	1,198,771,403	\$ 2,530,395	0.006596861
East Fishkill	5,983,037,850	100.00	5,983,037,850	2,850	3,000	5,983,043,700	5,983,043,700	\$ 12,629,152	0.002110826
Fishkill	3,602,199,432	100.00	3,602,199,432	5,000	3,000	3,602,207,432	3,602,207,432	\$ 7,603,626	0.002110829
Hyde Park	943,564,744	35.50	2,657,928,856	-	4,500	943,569,244	2,657,941,532	\$ 5,610,447	0.005946011
Lagrange	1,959,669,462	63.07	3,107,134,076	-	-	1,959,669,462	3,107,134,076	\$ 6,558,613	0.003346795
Milan	882,356,604	100.00	882,356,604	-	-	882,356,604	882,356,604	\$ 1,862,499	0.002110824
North East	839,107,082	100.00	839,107,082	-	-	839,107,082	839,107,082	\$ 1,771,207	0.002110824
Pawling	537,184,409	29.61	1,814,199,287	-	-	537,184,409	1,814,199,287	\$ 3,829,455	0.007128753
Pine Plains	564,782,400	100.00	564,782,400	-	-	564,782,400	564,782,400	\$ 1,192,156	0.002110824
Pleasant Valley	1,021,608,078	61.70	1,655,766,739		1,500	1,021,609,578	1,655,769,170	\$ 3,495,037	0.003421113
Poughkeepsie Town	5,192,885,425	89.00	5,834,702,725	13,000	9,000	5,192,907,425	5,834,727,444	\$ 12,316,082	0.002371722
Red Hook	1,954,546,990	100.00	1,954,546,990	-	-	1,954,546,990	1,954,546,990	\$ 4,125,704	0.002110824
Rhinebeck	2,651,802,259	100.00	2,651,802,259	-	1,500	2,651,803,759	2,651,803,759	\$ 5,597,491	0.002110825
Stanford	1,226,912,367	100.00	1,226,912,367	-	-	1,226,912,367	1,226,912,367	\$ 2,589,796	0.002110824
Union Vale	620,190,653	63.85	971,324,437	-	-	620,190,653	971,324,437	\$ 2,050,295	0.003305911
Wappinger	4,113,102,400	100.00	4,113,102,400	5,000	3,000	4,113,110,400	4,113,110,400	\$ 8,682,052	0.002110828
Washington	1,272,782,314	67.55	1,884,207,719	-	-	1,272,782,314	1,884,207,719	\$ 3,977,231	0.003124832
Beacon	2,247,515,748	100.00	2,247,515,748	-	-	2,247,515,748	2,247,515,748	\$ 4,744,110	0.002110824
Poughkeepsie City	2,844,905,283	100.00	2,844,905,283	13,100	7,500	2,844,925,883	2,844,925,883	\$ 6,005,138	0.002110839
<b>TOTALS</b>	<b>42,830,461,611</b>		<b>50,660,844,365</b>	<b>83,715</b>	<b>36,000</b>	<b>42,830,581,326</b>	<b>50,661,046,881</b>	<b>\$ 106,936,548</b>	

Adopted Tax Levy:      \$ 107,014,305.00  
 Omitted: (-)      \$ 77,756.59  
 Adjusted Tax Levy:      \$ 106,936,548.41

True Rate:      0.002110832  
 True Rate (Rounded):      2.11

## 2025/2026 Town (Village) and Special District Tax Rates

AMENIA	2025/2026		TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE				
	AMENIA LIBRARY		1,415,446,840.00	2,836,781.12	2.004159
AF000	AMENIA FIRE		1,161,072,707.00	1,301,988.00	1.121366
AL040	AMENIA LIGHT		145,029,160.00	18,000.00	0.124113
WF001	WASSAIC FIRE		353,691,498.00	458,200.00	1.295479
WL041	WASSAIC LIGHT		39,000,573.00	6,500.00	0.166664

BEEKMAN	2025/2026		TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE				
	BEEKMAN LIBRARY		1,295,161,136.00	1,683,623.39	1.299934
BF002	BEEKMAN FIRE		1,352,921,908.00	2,183,883.00	1.614197
DRW01	DOVER RIDGE SEWER		71.00	25,560.00	360.000000
DRWTR	DOVER RIDGE WATER		71.00	14,200.00	200.000000
SDA01	DCWWA		4,801.00	239,137.81	49.810000
SDB01	DCWWA		1.00	4.98	4.980000
WZKBH	DCWWA		703.00	73,498.65	104.550000

CLINTON	2025/2026		TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE				
	CLINTON COMMUNITY LIBRARY		1,290,824,648.00	2,081,343.54	1.612414
CF003	EAST CLINTON FIRE		605,574,700.00	589,100.00	0.972795
CF004	WEST CLINTON FIRE		758,964,947.00	725,381.00	0.955750

## 2025/2026 Town (Village) and Special District Tax Rates

DOVER	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE			
	DOVER LIBRARY	387,591,219.00	2,306,894.36	5.951875
DF005	DOVER FIRE PROT	404,464,117.00	763,453.40	1.887568
DL042	DOVER LIGHT (SL1)	35,351,855.00	15,068.42	0.426241
DL0Q8	DOVER LIGHT DIST2 (SL3)	4,849,985.00	1,600.00	0.329898
WL043	WINGDALE LIGHT (SL2)	28,888,500.00	17,000.00	0.588469

EAST FISHKILL	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE			
		5,983,709,680.00	15,444,582.90	2.581105
BKSWR	BEEKMAN SEWER	301.00	80,560.00	267.641196
BKWTR	BEEKMAN WATER	301.00	86,010.00	285.747508
FCLTD	FOUR CORNERS LIGHTING DIST.	200,320,650.00	26,519.49	0.132385
FKPWD	FISHKILL PLAINS WATER DISTRICT	424.35	145,455.00	342.771297
FRCSD	FOUR CORNERS SEWER DIST.	271.30	70,107.00	258.411353
FRCWD	FOUR CORNERS WATER DIST.	272.60	75,960.00	278.650037
HGDD1	HOPEWELL GLEN DRAINAGE DISTRICT	290.00	2,500.00	8.620690
HGSW1	HOPEWELL GLEN SIDEWALK DISTRICT	290.00	26,000.00	89.655172
LOMPK	LOMALA PARK	38,893,590.00	7,110.00	0.182806
R52SW	RT 52 SIDEWALK	164,377,839.00	30,000.00	0.182506
SAGSD	SAGAMORE SEWER	118.00	98,443.00	834.262712
WFESD	WILD FLOWER EXTENSION SEWER	88.00	38,800.00	440.909091
AL046	ARICH LIGHT	49,933,000.00	7,450.00	0.149200
BCCL4	BEEKMAN CC LIGHT IV	253,013,800.00	56,077.18	0.221637
BRVWD	BRETTVIEW WATER DST	315.00	19,000.00	60.317460
BV2WD	BRETTVIEW II WATER DST	41.80	27,264.00	652.248804
DL047	DOGWOOD KNOLLS LIGHT	58,133,900.00	5,250.00	0.090309
EF006	EAST FISHKILL FIRE	6,177,389,916.00	4,064,054.00	0.657892
EFPL1	EAST FISHKILL PUBLIC LIBRARY	6,181,196,619.00	1,172,189.54	0.189638
HHSD2	HOPEWELL HAMLET SWR	1,107.40	855,919.00	772.908615
HL044	HOPEWELL LIGHT	520,990,915.00	72,033.78	0.138263
HL045	HILLSIDE LAKE LIGHT	132,402,900.00	27,250.00	0.205811
LS0XA	LITTLE SWITZ WATER	13,860.00	73,400.00	5.295815
PW0X1	PINEWOOD KNOLLS WTR	4,400.00	37,100.00	8.431818
RW0X2	REVER PARK WATER	7,700.00	33,728.00	4.380260
TE0XB	TACONIC ESTATES WTR	4,180.00	45,392.00	10.859330
WD0HW	HAMLET WATER DST 1	21,991.20	29,600.00	1.345993

**2025/2026 Town (Village) and Special District Tax Rates**

FISHKILL	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE - HOMESTEAD	2,823,413,967.00	5,115,679.62	1.811877
	VILLAGE RATE - HOMESTEAD	145,287,755.00	163,299.40	1.123972
	TOWN RATE - NON-HOMESTEAD	740,129,431.00	1,919,437.46	2.593381
	VILLAGE RATE - NON-HOMESTEAD	332,619,384.00	510,699.06	1.535386
LD0BM	BLODGETT LIBRARY DST	2,735,255,179.00	1,147,249.00	0.419430
999AX	AMBULANCE DIST #1	2,261,750,275.00	190,634.00	0.084286
999RL	ROMBOUT LADDER ZN	727,331,046.00	186,725.00	0.256726
BW093	BEACON HILLS WTR	122,254,451.00	147,188.00	1.203948
CF009	CHELSEA FIRE	726,981,207.00	463,969.00	0.638213
DF011	DUTCHESS JCT FIRE	106,880,437.00	105,006.00	0.982462
FKWLD	FISHKILL WOODS LIGHTING DIST.	930.00	10,785.00	11.596774
FLT01	FISHKILL LIGHT	288.00	78,890.00	273.923611
GF008	GLENHAM FIRE	517,392,326.00	726,090.00	1.403364
GL048	GLENHAM LIGHT	587,510,783.00	66,841.00	0.113770
LTOMP	MERRITT LIGHTING	541.00	68,367.00	126.371534
OLPLD	OVERLOOK POINTE LIGHTING DIST.	1,740.00	34,117.00	19.607471
RF007	ROMBOUT FIRE	2,263,489,735.00	2,125,410.00	0.938997
RL052	ROUND HILL LIGHT	151,208,195.00	19,578.00	0.129477
RVLD1	ROMBOUT VILLAGE LIGHTING	1,440.00	11,558.00	8.026389
SD0TZ	ROMBOUT SEWER	23,415.00	439,912.00	18.787615
SLD01	SIDEWALK LIGHTING	270,170,823.00	9,244.00	0.034215
WD0MP	MERRITT PARK WATER DISTRICT	8,202.00	124,000.00	15.118264
WD0TX	ROMBOUT WATER DIST	20,727.00	78,400.00	3.782506

**2025/2026 Town (Village) and Special District Tax Rates**

HYDE PARK	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE			
RFCON	ROOSEVELT FIRE CONS	609,585,676.00	1,969,876.00	3.231500
RFDBT	ROOSEVELT FIRE DEBT	429,774,732.00	191,915.00	0.446548
CF051	WEST CLINTON FIRE	24,861,257.00	66,946.00	2.692784
FF012	FAIRVIEW FIRE	76,855,404.00	1,641,921.69	21.363777
GS081	GREENFIELDS SWR	28,457.00	17,038.00	0.598728
HF013	HILLSIDE FIRE	13,539,581.00	11,677.00	0.862434
HL049	HYDE PARK LIGHT	345,195,022.00	151,000.00	0.437434
HPLIB	HYDE PARK LIBRARY	784,849,499.00	564,807.00	0.719637
PF016	PL VALLEY FIRE	28,913,176.00	88,740.00	3.069189
PBKLD	PINEBROOK LIGHT DIST	132.00	9,550.00	72.348485
QLA16	QUAKER LANE AMB	28,913,176.00	21,342.00	0.738141
STLIB	STAATSBRG LIBRARY	195,533,507.00	229,741.00	1.174944
SD7PB	DCWW PBS	1,332.00	78,801.12	59.160000
SD8AG	DCWW Zn8A	2,858.00	179,025.12	62.640000
SD8BG	DCWW Zn8B	952.00	1,808.80	1.900000
SDVCS	DCWW VCS	130.00	5,694.00	43.800000
WZJGR	DCWW J GROVES	521.00	22,647.87	43.470000
WZLCD	DCWW ZONE L COMM DEV	43.00	11,421.23	265.610000
WZLCV	DCWW ZONE L COMM VA	32.00	3,206.08	100.190000
WZLRD	DCWW ZONE L RES DEV	232.00	54,056.00	233.000000
WZLRV	DCWW ZONE L RES VAC	53.00	4,692.62	88.540000
WZRPB	DCWW Zn R PINEBROOK	1,332.00	76,243.68	57.240000
WZACD	DCWW DEV COMM ZNA	1,211.00	488,711.16	403.560000
WZACV	DCWW VAC COMM ZNA	77.00	11,720.94	152.220000
WZARD	DCWW DEV RES ZNA	1,235.00	377,169.00	305.400000
WZARV	DCWW VAC RES ZNA	309.00	41,566.68	134.520000
WZBCD	DCWW DEV COMM ZNB	1,199.00	483,868.44	403.560000
WZBCV	DCWW VAC COMM ZNB	974.50	148,338.39	152.220000
WZBRD	DCWW DEV RES ZNB	8.00	2,832.00	354.000000
WZBRV	DCWW VAC RES ZNB	177.00	23,810.04	134.520000
WZCSB	DCWW STAATS ZNC	8,210.50	362,986.21	44.210001
WZDHH	DCWW HARBOURD HILLS ZND	4,793.00	321,226.86	67.020000

**2025/2026 Town (Village) and Special District Tax Rates**

LA GRANGE	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE			
		1,986,773,500.00	7,952,823.54	4.002884
DFEWD	DALEY FARM EXT WATER DISTRICT	130.00	13,926.00	107.123077
DFSWR	DALEY FARM SEWER DISTRICT	135.00	8,650.00	64.074074
FFSF3	FRANK FARMS SLEIGHT FARMS SEWER	313.00	21,202.00	67.738019
FFSW2	FRANK FARMS STORMWATER	157.00	3,416.00	21.757962
FPWTR	FREEDOM PLAINS WATER	625.74	51,746.00	82.695688
HPSWD	HIDDEN POND DRAIN	5.00	500.00	100.000000
HRSDD	HARVEST RIDGE DRAINAGE DISTRICT	50.00	500.00	10.000000
MANSD	MANCHESTER SEWER	592.65	168,989.00	285.141314
MVW01	MAPLEVIEW WATER DISTRICT	82.72	25,815.00	312.076886
NSWTD	NOXON SCHOOL WATER	19.84	2,300.00	115.927419
SFLT5	SLEIGHT FARMS LIGHT 5	60.00	29,000.00	483.333333
SFSW2	SLEIGHT FARMS STORMWATER	156.00	2,416.00	15.487179
SFWK5	SLEIGHT FARMS SIDEWALK 5	60.00	13,000.00	216.666667
TCLTD	TOWN CENTER LIGHTING DISTRICT	65.00	16,000.00	246.153846
TCS01	TOWN CENTER DEV. SEW. IMP. AREA	442.24	25,472.00	57.597685
TCWLT2	TOWN CENTER WATER IMP #2	808.12	44,507.00	55.074741
VLPSD	OVERLOOK PLACE SEWER DISTRICT	107.00	13,140.00	122.803738
DUFDR	DUTCHESS FARMS DRAIN	6,400.00	1,416.00	0.221250
GW0D6	GRANDVIEW EST WTR	5,370.00	52,151.00	9.711546
HKSMD	H&K STORMWATER MAINT	800.00	500.00	0.625000
HRW01	HARVEST RIDGE WATER DISTRICT	6,574.91	8,040.00	1.222830
LF018	LAGRANGE FIRE	2,014,328,473.00	11,118,242.00	5.519577
LL054	LAGRANGE LIGHT	57,555,200.00	24,000.00	0.416991
LR0DD	LAUREL RIDGE DRAIN	1,900.00	500.00	0.263158
LRSWD	LINCOLN RDG SRMWATR	4,000.00	500.00	0.125000
MGMDD	MGM DRAINAGE	1,200.00	500.00	0.416667
MRGDD	MEADOW RIDGE DRAIN	1,700.00	500.00	0.294118
MW0L1	MANCHESTER WATER	1,809.97	99,274.00	54.848423
MWS01	MALONEY WOODS STORMWATER MAIN	700.00	500.00	0.714286
NS0F2	NOXON KNOLLS SEWER	8,400.00	14,775.00	1.758929
RSVDD	RESERVE DRAINAGE	1,100.00	500.00	0.454545
SRD01	SUNSET RIDGE DRAIN	1,300.00	500.00	0.384615
SVFDR	SVF STORMWATER MAINT	18.00	500.00	27.777778
THD01	TODD HILL DRAINAGE	1,200.00	500.00	0.416667
TS0F1	TITUSVILLE SAN-SEWER	69,589.00	172,524.00	2.479185
TW0L6	TITUSVILLE WATER	36,345.30	43,782.00	1.204612
WED01	WINDANCE EST DRAIN	2,700.00	500.00	0.185185

## 2025/2026 Town (Village) and Special District Tax Rates

MILAN	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	885,666,095.00	1,430,943.40	1.615669
MF019	MILAN FIRE PROT	933,003,220.00	440,452.00	0.472080

NORTH EAST	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	710,168,927.00	2,791,029.99	3.930093
	VILLAGE RATE	133,448,368.00	317,947.22	2.382549
NF020	NORTHEAST FIRE DISTRICT	946,267,629.00	786,813.00	0.831491
WD0EW	NORTHEAST WTR #1	15,250.00	35,343.00	2.317574

PAWLING	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	456,708,231.00	4,148,301.79	9.083046
	VILLAGE RATE	85,881,777.00	522,329.65	6.081961
	PAWLING LIBRARY	542,590,008.00	550,000.00	1.013657
WLID	WHALEY LAKE DA	593.50	173,510.00	292.350463
PF021	PAWLING FIRE PROT	554,239,856.00	953,903.07	1.721102
999D8	TN PAWLING WATER #2	5,800.00	28,430.00	4.901724
WZJSH	DCWW Shore Haven Water	1,191.00	177,327.99	148.890000

PINE PLAINS	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	570,098,700.00	1,506,958.60	2.643329
	PINE PLAINS LIBRARY	570,098,700.00	219,865.10	0.385661
PF022	PINE PLAINS FIRE	633,780,925.00	471,335.00	0.743688
PL055	PINE PLAINS LIGHT	186,882,403.00	30,000.00	0.160529
PW095	PINE PLAINS WATER	46,530.00	33,643.00	0.723039

PLEASANT VALLEY	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	1,031,147,241.00	1,845,822.92	1.790067
	PLEASANT VALLEY LIBRARY	1,031,147,241.00	537,000.00	0.520779
PVAMB	PL VALLEY AMBULANCE	1,068,648,230.00	505,857.00	0.473362
PF023	PL VALLEY FIRE	1,068,648,230.00	2,129,759.00	1.992947
PL056	PL VALLEY LIGHT	224,749,991.00	52,600.00	0.234038
SD002	DCWWA	1,206.00	90,052.02	74.670000

**2025/2026 Town (Village) and Special District Tax Rates**

POUGHKEEPSIE	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE - HOMESTEAD	3,721,124,668.00	16,908,442.20	4.543906
	VILLAGE RATE - HOMESTEAD	67,950,472.00	48,518.97	0.714034
	TOWN RATE - NON-HOMESTEAD	1,403,589,622.00	12,362,436.69	8.807729
	VILLAGE RATE - NON-HOMESTEAD	30,520,506.00	39,858.57	1.305960
CL057	CONSOL LGT HMSTD	3,826,989,050.00	652,010.80	0.170372
CL057	CONSOL LGT NON-HMSTD	1,408,033,484.00	427,989.20	0.303962
GL000	GREAT POK LIB homstd	3,827,915,850.00	3,748,810.33	0.979335
GL000	GREAT POK LIB nonhmst	1,412,207,184.00	2,460,772.67	1.742501
HF026	NEW HAMB RG FIRE	673,594,227.00	967,647.00	1.436543
999Y1	ARLINGTON SEWER	13,802,133.00	813,842.00	0.058965
AF024	ARLINGTON FIRE	4,051,751,313.00	26,244,600.00	6.477347
ARBD	ARLINGTON BUSINESS DIST	64,605,680.00	57,500.00	0.890015
AS0F5	ARLINGTON SEWER MAINT	8,765,045.00	290,000.00	0.033086
CS0F7	CROWN HGTS SEWER	414,554.00	1,500.00	0.003618
CS0G4	COUNTRY CLUB SEWER	332,143.00	5,000.00	0.015054
FF025	FAIRVIEW FIRE	535,672,900.00	4,561,384.00	8.515241
FS0Q6	TRI MUNI 1ST W SWR	3,449,939.00	7,500.00	0.002174
HA0M0	NEW HAMB RG AMBL	2,908,503.00	228,660.00	0.078618
HRPWD	HUDSON RIVER PSY	332,410.00	105,779.00	0.318218
SS0G2	SOUTH RD SEWER DIST	3,950,564.00	2,000.00	0.000506
SS0H0	SOUTH GATE SEWER	1,010,231.00	1,500.00	0.001485
TW0K3	TOWNWIDE WATER (WATER FUND)	38,527,272.50	328,558.00	0.008528

## 2025/2026 Town (Village) and Special District Tax Rates

RED HOOK	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	1,454,898,799.00	2,069,663.13	1.422548
	VILLAGE RATE - RED HOOK	329,242,775.00	223,370.47	0.678437
	VILLAGE RATE - TIVOLI	196,168,524.00	133,087.98	0.678437
	RED HOOK LIBRARY	1,980,310,098.00	225,000.00	0.113619
	TIVOLI LIBRARY	1,980,310,098.00	125,000.00	0.063121
CL061	CONSOLIDATED LIGHT	335,303,006.00	26,700.00	0.079629
RF027	RED HOOK FIRE PROT	1,555,997,594.00	528,948.00	0.339941
WZXTV	DCWW ZnX TIVOLI	5,396.00	129,018.36	23.910000

RHINEBECK	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	1,866,897,067.00	1,661,241.52	0.889841
	VILLAGE RATE	799,779,354.00	565,608.63	0.707206
	STARR LIBRARY	2,666,676,421.00	465,236.06	0.174463
	MORTON LIBRARY	2,666,676,421.00	107,100.41	0.040163
HF029	HILLSIDE FIRE	318,697,249.00	97,313.44	0.305348
RF030	RHINEBECK FIRE	1,197,303,714.00	339,408.49	0.283477
RF031	RHINECLIFF FIRE	432,349,076.00	298,849.69	0.691223
RL063	RHINECLIFF LIGHT	272,255,543.00	2,004.24	0.007362
RW0D2	RHINECLIFF WTR	272,255,543.00	12,907.81	0.047411
SDVCS	DCWWA VCS	260.00	11,388.00	43.800000
WZCSB	DCWWA Staats ZnC	1,103.00	48,763.63	44.210000

STANFORD	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	1,232,105,586.00	1,187,189.95	0.963546
	STANFORD LIBRARY	1,232,105,586.00	200,400.00	0.162648
SFAMB	STANFORD AMBULANCE	1,367,489,413.00	375,000.00	0.274225
BL064	BANGALL STANFORDVILLE LIGHT	91,263,480.00	8,500.00	0.093137
SF032	STANFORD FIRE	1,367,057,647.00	476,177.00	0.348323

UNION VALE	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	628,539,193.00	1,963,287.64	3.123572
VBMDD	VERBANK MEADOWS DRAIN	10.00	2,650.00	265.000000
UF033	UNIONVALE FIRE	682,960,956.00	1,592,201.00	2.331321

## 2025/2026 Town (Village) and Special District Tax Rates

WAPPINGER	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE - HOMESTEAD	2,986,685,594.00	4,429,017.07	1.482920
	VILLAGE RATE - HOMESTEAD	258,735,322.00	159,510.19	0.616499
	TOWN RATE - NON-HOMESTEAD	758,960,291.00	2,191,979.99	2.888135
	VILLAGE RATE - NON-HOMESTEAD	239,316,117.00	289,251.20	1.208657
999AM	AMBULANCE NON-HM	762,837,174.00	286,844.28	0.376023
999AM	AMBULANCE HOMESTD	3,045,119,736.00	582,332.88	0.191235
HF036	NEW HACKENS FIRE	2,655,259,513.00	1,990,520.00	0.749652
BD001	BLACKWATCH FARMS	2,200.00	1,500.00	0.681818
CF034	CHELSEA FIRE	267,913,580.00	170,909.00	0.637926
CL065	CHELSEA LIGHT	104,423,720.00	16,000.00	0.153222
CL067	CAMELI ACRES LIGHT	11,505,256.00	1,450.00	0.126029
GRLTN	GRINELL PUBLIC LIB.	3,537,635,320.00	1,187,845.20	0.335774
HF035	HUGHSONVILLE FIRE	884,783,817.00	1,012,318.19	1.144142
HFC35	HUGHSONVILLE FIRE COM	182,770,600.00	209,110.81	1.144116
HL066	HUGHSONVILLE LIGHT	240,200,319.00	42,000.00	0.174854
KD001	KEENAN ACRE DRAINAGE	1,800.00	1,500.00	0.833333
MD001	MEADOWWOOD DRAINAGE	3,900.00	1,000.00	0.256410
MS0N5	MIDPOINT SEWER DIST	18,200.00	31,013.00	1.704011
RAWLD	REGENCY LIGHTING	22,700.00	25,000.00	1.101322
TSDDD	TUSCANY SUBDIV. DRAINAGE DIST	1,100.00	1,000.00	0.909091
UWSD0	UNITED WAPPINGER SEWER DISTRICT	407,426.00	172,943.00	0.424477
WCWD1	UNITED WAPPINGER WATER DIST.	559,322.00	874,569.00	1.563623
WS0L4	WILDWOOD SEWER	38,460.00	90,000.00	2.340094
WS0N1	CENTRAL WAPP SWR IM	165,507.00	14,347.00	0.086685

WASHINGTON	2025/2026	TAXABLE VALUE	LEVY	TAX RATE
	TOWN RATE	1,053,256,799.00	1,988,956.16	1.888387
	VILLAGE RATE	222,803,832.00	194,734.08	0.874016
WF037	MILLBROOK LIBRARY	1,276,060,628.00	349,000.00	0.273498
	WASHINGTON FIRE	1,227,868,788.00	851,817.00	0.693736

## Budget, Finance, and Personnel Committee 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 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present: 12 Resolution: ✓ Total: 12 0  
 Absent: 0 Motion: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
 Vacant: 0 Abstentions: 0

# 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		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
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		
District 24 - Dover and Pawling	House		

Present: 25

Resolution: ✓

Total : 25 0

Absent: 0

Motion:   

Yes 0

Vacant: 0

No 0

Abstentions: 0

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2025242

RE: UNPAID WATER AND SEWER RENTS

Legislators CASWELL, TRUITT, HOUSTON, and POLASEK offer the following and move its adoption:

WHEREAS, the Director of the Real Property Tax Service Agency has submitted a statement showing the unpaid water and sewer rents as referred by the various towns in Dutchess County and the Dutchess County Water District, as attached hereto, now, therefore, be it

RESOLVED, that pursuant to Section 198, paragraph 3, subdivision (d) and Section 198, paragraph 1, subdivision (k) of the Town Law and Article 5, Title 6-C of the Public Authorities Law, there be levied and assessed unpaid sewer and water rents as certified by the various Town Boards in the water and sewer districts and by the Director of Dutchess County Water and Wastewater Authority for the Dutchess County Water District, as attached hereto, and be it further

RESOLVED, that the assessments as levied and assessed on the attached list, when collected, be paid to the Supervisor of the various Towns, and, for the Dutchess County Water District, to the Dutchess County Commissioner of Finance.

CA-134-25  
CEB/mar/rjw  
G-0131  
09/23/25  
Fiscal Impact: See Attached

APPROVED  
*Susan Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date Dec 24, 2025

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE

UNPAID WATER AND SEWER RENT

2025/2026

<u>TOWN</u>	<u>WATER</u>	<u>SEWER</u>	<u>MISC.</u>
AMENIA	32,045.56		
BEEKMAN	13,255.88	16,827.61	
EAST FISHKILL	406,226.87	168,834.01	1,720.00
FISHKILL	263,565.59		
LAGRANGE	207,242.31		
NORTH EAST	7,914.75		
PAWLING	28,909.05	51,801.54	
PINE PLAINS	16,163.26		
POUGHKEEPSIE	758,265.11	471,623.45	2,465.23
RED HOOK	22,006.58		
WAPPINGER	273,040.32	380,541.75	
DUTCHESS COUNTY WATER/WASTEWATER	985,309.27		

## Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
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 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		
Present: <u>12</u>	Resolution: <u>✓</u>	Total : <u>12</u>	<u>0</u>
Absent: <u>0</u>	Motion: <u>  </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

# 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		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
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		
District 24 - Dover and Pawling	House		

Present: 25

Resolution: V

Total : 25 0

Absent: 0

Motion:   

Yes    No   

Vacant: 0

Abstentions: 0

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2025243

RE: CHARGES AGAINST THE TWO CITIES AND TWENTY TOWNS  
FOR THE SERVICES AND MATERIALS SUPPLIED BY THE REAL  
PROPERTY TAX SERVICE AGENCY AND OFFICE OF CENTRAL  
AND INFORMATION SERVICES

Legislators CASWELL, TRUITT, HOUSTON, and POLASEK offer the following and move its adoption:

WHEREAS, the Real Property Tax Service Agency has supervised the preparation of grievance rolls, final assessment rolls and bills, and supplied related work materials to the two cities and twenty towns within the County, and

WHEREAS, the Office of Central and Information Services and Real Property Tax Service Agency have incurred expenses in preparing these tax rolls, tax bills and other related services, and

WHEREAS, pursuant to Section 578 of the Real Property Tax Law these expenses may be charged to the respective towns, cities and special districts of the County, now, therefore, be it

RESOLVED, that the expenses set forth on Exhibit "A" be levied and assessed on the taxable real property of the towns, cities and special districts of the County in the respective amount indicated on the attached Exhibit and when collected, be payable to the Dutchess County Commissioner of Finance.

CA-132-25  
CEB/mar/rjw  
G-0131  
9/23/25  
Fiscal Impact: See Attached

APPROVED  
*Susan Serino*  
SUSAN J. SERINO  
COUNTY EXECUTIVE

Date Dec. 24, 2025

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



LEIGH WAGER, CLERK OF THE LEGISLATURE

*Leigh Wager*

"EXHIBIT A"						
CHARGES AGAINST THE TWO CITIES AND TWENTY TOWNS FOR SERVICE AND MATERIALS SUPPLIED BY THE REAL PROPERTY TAX SERVICE AGENCY AND THE OFFICE OF COMPUTER INFORMATIONS SYSTEMS.						
CITIES/TOWNS	RPT CHARGES	OCIS CHARGES	BINDERS	TOTAL	TOTAL	PAID *
				OCIS&BINDERS	RPT&OCIS	
C/BEACON	1,675.50	10,271.84	19.80	10,291.64	11,967.14	PAID
C/POK	2,539.50	19,333.89	29.70	19,363.59	21,903.09	PAID
AMENIA	417.75	5,791.98	399.81	6,191.79	6,609.54	PAID
BEEKMAN	1,721.25	12,502.42	390.86	12,893.28	14,614.53	PAID
CLINTON	519.00	6,365.45	458.73	6,824.17	7,343.17	
DOVER	864.75	8,435.91	182.76	8,618.67	9,483.42	
EAST FISHKILL	3,917.25	27,847.49	736.59	28,584.07	32,501.32	
FISHKILL	2,699.25	19,942.81	594.89	20,537.70	23,236.95	PAID
HYDE PARK	2,346.75	19,962.55	503.74	20,466.29	22,813.04	PAID
LAGRANGE	2,271.75	16,423.44	402.23	16,825.67	19,097.42	PAID
MILAN	294.75	4,960.89	676.73	5,637.62	5,932.37	PAID
NORTH EAST	345.75	5,143.36	506.28	5,649.64	5,995.39	PAID
PAWLING	1,025.25	10,238.36	784.65	11,023.01	12,048.26	PAID
PINE PLAINS	325.50	4,680.38	562.78	5,243.16	5,568.66	PAID
PL VALLEY	1,052.25	9,100.64	671.65	9,772.29	10,824.54	PAID
TN/POUGHKEEPSIE	4,735.50	34,938.89	1,386.73	36,325.62	41,061.12	PAID
RED HOOK	1,020.00	11,087.25	515.23	11,602.48	12,622.48	
RHINEBECK	680.25	9,591.84	607.79	10,199.63	10,879.88	
STANFORD	429.00	6,068.45	286.81	6,355.26	6,784.26	PAID
UNIONVALE	546.00	5,559.68	340.78	5,900.46	6,446.46	PAID
WAPPINGER	3,440.25	24,035.34	701.35	24,736.69	28,176.94	PAID
WASHINGTON	475.50	6,420.16	229.36	6,649.52	7,125.02	PAID
<b>TOTALS</b>	<b>33,342.75</b>	<b>278,703.02</b>	<b>10,989.24</b>	<b>289,692.26</b>	<b>323,035.01</b>	

\* TOWNS THAT PAID IN FULL WILL NOT BE LEVIED ON THE 2026 TOWN BUDGET

## Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
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 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Travelpiece (VC)		
District 5 - Town of Poughkeepsie	D'Aquanni		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		
District 12 - East Fishkill	Metzger		
District 17 - Town and Village of Fishkill	McHoul		
District 21 - East Fishkill	Caswell (C)		

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	—	Yes		
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2025243 CHARGES AGAINST THE TWO CITIES AND TWENTY TOWNS FOR THE SERVICES AND MATERIALS SUPPLIED BY THE REAL PROPERTY TAX SERVICE AGENCY AND OFFICE OF CENTRAL AND INFORMATION SERVICES

DECEMBER 17, 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		
District 10 - City of Poughkeepsie	Johnson		
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 12 - East Fishkill	Metzger		
District 13 - East Fishkill and Wappinger	Paoloni		
District 14 - Wappinger and Town of Poughkeepsie	Versaci		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Page		
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		
District 24 - Dover and Pawling	House		

Present: 25

Resolution: ✓

Total : 25

0

Absent: 0

Motion:   

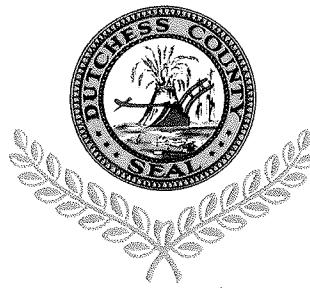
Yes

0

Vacant: 0

Abstentions: 0

2025243 CHARGES AGAINST THE TWO CITIES AND TWENTY TOWNS FOR THE SERVICES AND MATERIALS SUPPLIED BY THE REAL PROPERTY TAX SERVICE AGENCY AND OFFICE OF CENTRAL AND INFORMATION SERVICES



# DUTCHESS COUNTY LEGISLATURE

Commendation: Bob Gorman

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Bob Gorman was elected to represent District 1, Town of Poughkeepsie, and served as a County Legislator for two years, and

WHEREAS, Bob will be leaving his position as a Dutchess County Legislator on December 31, 2025, and

WHEREAS, Bob served the Legislature on the Environment Committee, Public Works & Capital Projects Committee, Environment Sub-committee to Interview Candidates, Architect/Engineer/Construction Management Selection Committee member, and Liaison to the Dutchess Community College Board of Trustees, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Bob Gorman on his service and dedication to Dutchess County and extends its deepest and sincere appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Bob Gorman its best wishes in all his future endeavors.

Resolution No. 2025244

STATE OF NEW YORK

ss:

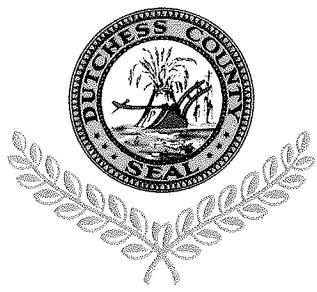
COUNTY OF DUTCHESS

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Commendation: Ryan Travelpiece

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Ryan Travelpiece was elected to represent District 2, Towns of LaGrange, Pleasant Valley and Poughkeepsie, and served as a County Legislator for two years, and

WHEREAS, Ryan will be leaving his position as a Dutchess County Legislator on December 31, 2025, and

WHEREAS, Ryan served the Legislature on the Budget, Finance and Personnel Committee as Vice Chair, Family & Human Services Committee, Budget, Finance & Personnel Sub-committee to Interview Candidates, Family & Human Services Sub-committee to Interview Candidates, Audit Review Advisory Board, Member of the Local Early Intervention Coordinating Council, Merit Award Board, and Liaison to the Youth Board & Coordinating Council, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Ryan Travelpiece on his service and dedication to Dutchess County and extends its deepest and sincere appreciation, and be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Ryan Travelpiece its best wishes in all his future endeavors.

Resolution No. 2025245

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



LEIGH WAGER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Commendation: Lynne Versaci

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Lynne Versaci was elected to represent District 14, Towns of Wappinger and Poughkeepsie, and served as a County Legislator for two years, and

WHEREAS, Lynne will be leaving her position as a Dutchess County Legislator on December 31, 2025, and

WHEREAS, Lynne served the Legislature on the Government Services & Administration Committee, Public Safety Committee, Government Services & Administration Sub-committee to Interview Candidates, Airport Advisory Committee, Liaison to the Child Care Council of Dutchess and Putnam, Inc., Member of the Tick Task Force, and Member of the Veterans Affairs Committee, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Lynne Versaci on her service and dedication to Dutchess County and extends its deepest and sincere appreciation, and be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Lynne Versaci its best wishes in all her future endeavors.

Resolution No. 2025246

STATE OF NEW YORK

ss:

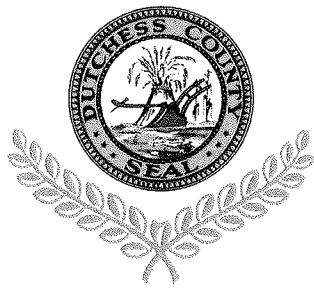
COUNTY OF DUTCHESS

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Commendation: Tony D'Aquanni

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Tony D'Aquanni was elected to represent District 5, Town of Poughkeepsie, and served as a County Legislator for four years, and

WHEREAS, Tony will be leaving his position as a Dutchess County Legislator on December 31, 2025, and

WHEREAS, Tony served the Legislature on the Environment Committee, Public Safety Committee, Budget, Finance & Personnel Committee, Family & Human Services Committee, Airport Advisory Committee and Veterans Affairs Committee, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Tony D'Aquanni on his service and dedication to Dutchess County and extends its deepest and sincere appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Tony D'Aquanni its best wishes in all his future endeavors.

Resolution No. 2025247

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



*Leigh Wagner*  
LEIGH WAGNER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Commendation: Lisa Paoloni

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Lisa Paoloni was elected to represent District 14, Town of Wappinger, for four years from 2020 through 2023, and District 13, Town of Wappinger, for two years, from 2024 through present, as a County Legislator, and

WHEREAS, Lisa will be leaving her position as a Dutchess County Legislator on December 31, 2025, and

WHEREAS, Lisa served the Legislature on the Family and Human Services Committee, Public Works and Capital Projects Committee, Government Services and Administration Committee as Vice Chair, Government Services and Administration Sub-committee to Interview Candidates for Appointments, Environment Committee as Vice Chair, Airport Advisory Committee, and Merit Award Board, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Lisa Paoloni on her service and dedication to Dutchess County and extends its deepest and sincere appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Lisa Paoloni its best wishes in all her future endeavors.

Resolution No. 2025248

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Commendation: Faye Garito

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Faye Garito was elected to represent District 22, Towns of Beekman and Union Vale, and served as a County Legislator for eight years, and

WHEREAS, Faye will be leaving her position as a Dutchess County Legislator on December 31, 2025, and

WHEREAS, Faye served the Legislature on the Environment Committee, Government Services and Administration Committee, Family and Human Services Committee Chair, Public Safety Committee, Criminal Justice Council, Tick Task Force Member and Liaison, Universal Transportation Accessibility Task Force Member, Stop DWI Planning Board Member, Liaison to the Citizens Advisory Committee on Domestic Violence, Liaison to the Planning Board and Liaison to the Dutchess County Water and Wastewater Authority, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby command and congratulate Faye Garito on her service and dedication to Dutchess County and extends its deepest and sincere appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Faye Garito its best wishes in all her future endeavors.

Resolution No. 2025249

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



LEIGH WAGER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Commendation: Nick Page

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Nick Page was elected to represent District 18, City of Beacon and Town of Fishkill, and served as a County Legislator for eight years, and

WHEREAS, Nick will be leaving his position as a Dutchess County Legislator on December 31, 2025, and

WHEREAS, Nick served the Legislature on the Budget, Finance and Personnel Committee, Environment Committee, Family and Human Services Committee, Government Services and Administration Committee, Family and Human Services Sub-committee to Interview Candidates for Appointments, Member of the Benefit Assessment Review Board, Member of the Local Early Intervention Coordinating Council, Liaison to the Aging Advisory Board, Liaison to the Elder Abuse Council, and Assistant Minority Leader for 2020 and 2021, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Nick Page on his service and dedication to Dutchess County and extends its deepest and sincere appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Nick Page its best wishes in all his future endeavors.

Resolution No. 2025250

STATE OF NEW YORK

ss:

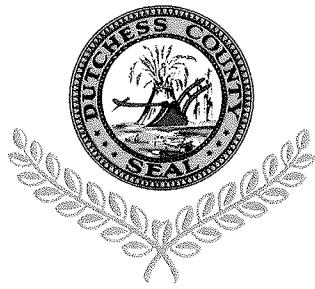
COUNTY OF DUTCHESS

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



*Leigh Wager*  
LEIGH WAGER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Commendation: Deirdre A. Houston

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Deirdre A. Houston was elected to represent District 25, Towns of Amenia, Washington, Pleasant Valley, and Village of Millbrook, and served as a County Legislator for eight years, and

WHEREAS, Deirdre will be leaving her position as a Dutchess County Legislator on December 31, 2025, and

WHEREAS, Deirdre served the Legislature on the Family and Human Services Committee as Vice Chair, Public Works and Capital Projects Committee, Government Services & Administration Committee as Vice Chair and Chair, Public Safety Committee as Vice Chair, Cornell Cooperative Extension Board ex-officio, Dutchess Community College Board of Trustees as Liaison, Fish and Wildlife Management Board District 3 as an Alternate, Parks Master Plan Core Team, Veterans Affairs Committee, member of the Architect/Engineer/Construction Management Selection Committee, Member of the Housing Trust Fund Project Review Committee, Member of the Jury Board, Liaison to the Law Library, Member of the Soil and Water Conservation Board, Member of the Veterans Affairs Committee, Assistant Majority Leader for 2022 and 2023, and Majority Leader for 2024 and 2025, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Deirdre A. Houston on her service and dedication to Dutchess County and extends its deepest and sincere appreciation, and be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Deirdre A. Houston its best wishes in all her future endeavors.

Resolution No. 2025251

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



LEIGH WAGER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Commendation: William G. Truitt

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Will Truitt was elected to represent District 7, Towns of Hyde Park and Poughkeepsie, and served as a County Legislator for ten years, and

WHEREAS, Will will be leaving his position as a Dutchess County Legislator on December 31, 2025, and

WHEREAS, Will served the Legislature on the Budget, Finance and Personnel Committee as Vice Chair (2018-2019) and Chair (2020-2021), Public Safety committee, Public Works and Capital Projects committee, Government Services & Administration committee as Chair (2018-2019) and Vice Chair (2020-2021), Agricultural and Farmland Protection Board member, Benefit Assessment Review Board member, Liaison to the Dutchess Community College Board of Trustees, Architect/Engineer/Construction Management Selection Committee member, Justice and Transition Center Advisory Committee member, Liaison to the Supervisors' and Mayors' Association, Liaison to the Dutchess County Water and Wastewater Authority, Dutchess County Housing Trust Fund Project Review Committee, Local Early Intervention Coordinating Council, Fish and Wildlife Management Board District 3 as an Alternate, Majority Leader in 2022 and 2023, and Chairman of the Legislature in 2024 and 2025, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Will Truitt on his service and dedication to Dutchess County and extends its deepest and sincere appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Will Truitt its best wishes in all his future endeavors.

Resolution No. 2025252

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



Leigh Wagner  
LEIGH WAGNER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Commendation: Benjamin S. Traudt

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Benjamin S. Traudt has served Dutchess County for 2 years as Assistant to the Chairman, and

WHEREAS, Ben has served Dutchess County and the Legislature with professionalism, distinction and with an unwavering loyalty to the citizens of Dutchess County, and

WHEREAS, Ben will be leaving his position as Assistant to the Chairman of the Dutchess County Legislature on December 31, 2025, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Benjamin S. Traudt on his years of service and dedication to Dutchess County and extends its deepest and sincere appreciation, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Benjamin S. Traudt its best wishes in all his future endeavors.

Resolution No. 2025253

STATE OF NEW YORK

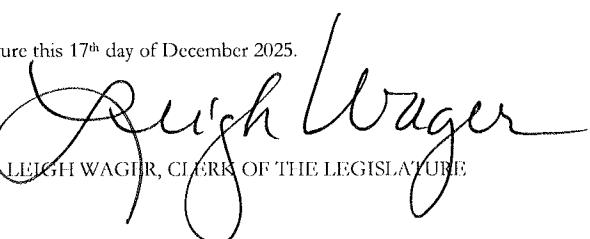
ss:

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



  
LEIGH WAGNER, CLERK OF THE LEGISLATURE



# DUTCHESSE COUNTY LEGISLATURE

Commendation: Laura Phillips

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Laura Phillips has served Dutchess County for 7 years as a Senior Legislative Secretary and Deputy Clerk, and

WHEREAS, Laura has served Dutchess County and the Legislature with professionalism, distinction and with an unwavering loyalty to the citizens of Dutchess County, and

WHEREAS, Laura will be leaving her position as Deputy Clerk of the Dutchess County Legislature on December 31, 2025, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby command and congratulate Laura Phillips on her 7 years of service and dedication to Dutchess County and extends its deepest and sincere appreciation, and be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Laura Phillips its best wishes in all her future endeavors.

Resolution No. 2025254

STATE OF NEW YORK

ss:

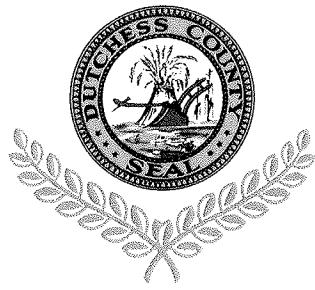
COUNTY OF DUTCHESSE

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



LUGH WAGER, CLERK OF THE LEGISLATURE



# DUTCHESSE COUNTY LEGISLATURE

Commendation: Leigh Wager

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose conduct and actions serve to enhance the quality of life in Dutchess County, and

WHEREAS, Leigh Wager has served Dutchess County for 37 years, beginning as a Legislative Stenographer, Legislative Stenographer II, Senior Legislative Stenographer, Elections Specialist, Deputy Clerk of the Legislature, and having served as the Clerk of the Legislature since January 1, 2021, and

WHEREAS, during her career in the Legislature, Leigh has seen 12 Chairmen come and go along with 19 Legislatures, and

WHEREAS, Leigh has served Dutchess County and the Legislature with professionalism, distinction and unwavering loyalty to the citizens of Dutchess County, and

WHEREAS, Leigh also received a Commendation from the Dutchess County Legislature, along with others, for courageous and heroic actions in averting a potential disaster by saving the life of a fellow Dutchess County employee through the use of a defibrillator to revive a co-worker who had suffered a heart attack, and

WHEREAS, Leigh will be retiring from her position as Clerk of the Dutchess County Legislature on December 30, 2025, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Leigh Wager on her 37 years of service and dedication to Dutchess County and extends its deepest and sincere appreciation, and be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Leigh Wager its best wishes in all her future endeavors.

Resolution No. 2025255

STATE OF NEW YORK

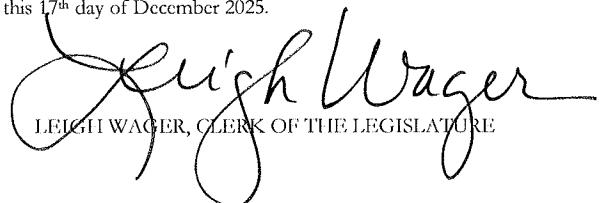
ss:

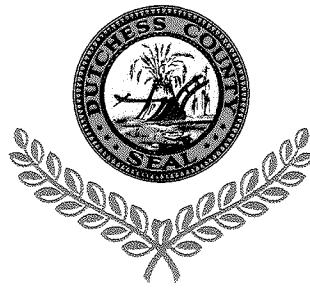
COUNTY OF DUTCHESSE

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



  
LEIGH WAGER, CLERK OF THE LEGISLATURE



# DUTCHESS COUNTY LEGISLATURE

Condolence: Dr. Kenneth M. Glatt, PhD, ABPP

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature has learned with great sadness and regret of the recent death of Dr. Kenneth M. Glatt, PhD, ABPP on December 6, 2025, at the age of 82, and

WHEREAS, Dr. Glatt was born on May 25, 1943, in San Francisco, California to the late Henry and Helen (Fried) Glatt, and

WHEREAS, Dr. Glatt earned his Bachelor's Degree from Berkeley College, his Master's Degree from the University of Minnesota, and his PhD from New York University, and

WHEREAS, Dr. Glatt married his love of over 20 years, Joan (Huergo) Micucci-Glatt, on December 27, 2024, and

WHEREAS, Dr. Glatt dedicated 36 years to the role of Dutchess County Commissioner of Mental Hygiene and was the longest serving Commissioner of Mental Hygiene for the County, and

WHEREAS, during his tenure as Dutchess County Commissioner of Mental Hygiene, Dr. Glatt was deeply committed to strengthening the County's mental health system through his development of a comprehensive model of care for Dutchess County, his involvement with the installation of suicide-prevention phones on many Hudson River bridges, his establishment of the County's toll-free suicide hotline, and in the aftermath of 9/11, his creation of a trauma response team to support individuals coping with the emotional effects of the tragedy, and

WHEREAS, in addition to his parents, Dr. Glatt is predeceased by his brother Steven Glatt and his step-son Christopher K. Micucci, and

WHEREAS, Dr. Glatt is survived by his wife Joan (Huergo) Micucci-Glatt, his daughter Laura Glatt-Miliambro, his step-sons Raymond Micucci and Michael Micucci, his grandchildren Ava and Olivia Miliambro, Emma Attanasio, Christopher Micucci, Hunter Micucci, and Charleigh Micucci, his great-grandchild Logan Vail, his sister-in-law Linda Glatt, and his nieces Natalie and Michelle, and

WHEREAS, Dr. Glatt's passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Dr. Kenneth M. Glatt, PhD, ABPP, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Dr. Kenneth M. Glatt, PhD, ABPP.

Resolution No. 2025256

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 17<sup>th</sup> day of December 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 17<sup>th</sup> day of December 2025.



LEIGH WAGER, CLERK OF THE LEGISLATURE

## **Other County Business**

None.

## **Announcements**

None.

## **Privilege of the Floor with respect to agenda and non-agenda County business**

Gae Marie Cannon, Hyde Park, spoke about her concerns for the water quality in Greenfields, Hyde Park. Her comments are attached hereto.

Assemblyman Anil "AJ" Beephan presented a New York State Assembly proclamation to Legislative Chairman Will Truitt for his service as a member of the Legislature.

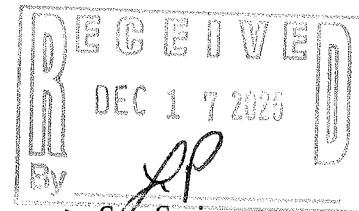
Johanna Fallert, Mothers Out Front, spoke in support of waste reduction management within the county.

Sandy Stratton Gonzalez, Mothers Out Front, spoke in support of waste reduction management within the county.

There being no further business, the Chair adjourned the meeting in memory of Dr. Kenneth M. Glatt, PhD, at 7:06 p.m.

**Mail body: Fwd: UPDATED & URGENT: Dispute of Benefit Assessment - Greenfields Water District**

Begin forwarded message:



**From:** Gae Marie Cannon <1fullplate@gmail.com>  
**Date:** November 22, 2025 at 8:47:39 PM EST  
**To:** Dutchess County Legislature <countylegislature@dutchessny.gov>, Sue Serino <countyexec@dutchessny.gov>, DCWWA@dutchessny.gov  
**Subject: UPDATED & URGENT: Dispute of Benefit Assessment - Greenfields Water District**

**Subject: URGENT: Dispute of Benefit Assessment - Greenfields Water District**

**Attn:** Leigh Wager, Clerk of the Legislature

Dear Clerk Wager,

I am a resident of the Greenfields Water District in Dutchess County. I am writing to formally grieve the Benefit Assessment levied against my property, and on behalf of all Greenfield's residents collectively (now organized as The Greenfield's Water & Sewer Committee), by the DCWWA.

We recently received our bills for this assessment in November. However, I understand that the "Board of Assessment Review" hearing for this district may have already taken place in October.

**I am requesting a timeframe of 5 additional days for residents to file, to the December 1 deadline, so that ALL GREENFIELD'S consumers have the ability to file a late grievance, which will involve our Committee going door to door for those not connected to the digital world, the disabled, and the elderly, or an explanation of OUR due process rights for the following reasons:**

- 1. Timing:** Receiving the bill in November effectively disenfranchised me from the grievance process if the

only opportunity to object was in October. I/We cannot grieve a charge not yet received or fully analyzed.

**2. Disproportionate Cost:** The 30-year capital assessment is excessively financially burdensome and, I believe, does not reflect a proportionate benefit to my property value, given the decades of water contamination and neglect our community has suffered going back to 1975, as well as the seemingly lack of acknowledgment that Greefields residents are paying for the entirety of a pipeline that will also further the reach and increase the consumer base and, therefore revenue, of DCWWA directly via the pipeline Greenfield residents are shouldering WELL BEFORE OUR WATER IS INGESTIBLE. Our community has had a significant number of cancer cases that may or not be related to this ongoing contamination and decades of ingestion.

### **3. STATEMENT OF FACTS: GREENFIELDS WATER SYSTEM Re: Grievance of Capital Benefit Assessment (2025 Assessment Roll)**

**Subject:** Procedural Irregularities, Conflicts of Interest, and Arbitrary Financial Burden

#### **I. BACKGROUND & SYSTEM ACQUISITION**

- **January 11, 2016:** The Dutchess County Water and Wastewater Authority (DCWWA) formally acquired the Greenfields Water System (the "System") from the Town of Hyde Park/private operators. At the time of acquisition, the DCWWA was aware of the aging infrastructure and potential compliance issues.
- **2016-2019:** The DCWWA operated the system, ostensibly to stabilize rates and service. However, during this period, the Authority failed to implement a long-term capital reserve strategy, leading to a "deferred maintenance" crisis.

#### **II. SYSTEM FAILURES & SAFETY HAZARDS**

- **June 26, 2020:** A significant fire destroyed the Rotating Biological Contactors (RBC) and disinfection system at the Greenfields Wastewater Treatment Plant. This forced emergency repairs and signaled the fragility of the infrastructure under DCWWA management.
- **2020-2024 (Water Quality Crisis):** The System consistently failed to meet state safety standards.
- **PFOS/PFOA Contamination:** The system recorded multiple exceedances of Maximum Contaminant Levels (MCL) for "forever chemicals" (PFOS/PFOA).

- **Manganese & Iron:** Residents suffered from chronic water discoloration and quality issues due to high levels of iron and manganese, rendering the water frequently unusable for laundry or consumption without private filtration.
- **Notices of Violation:** The System operated under varied notices of non-compliance, forcing the Authority to seek a permanent remedy.

### **III. THE PROPOSED "REMEDY" & FINANCIAL BURDEN**

- **The "Interconnection" Plan:** Instead of on-site rehabilitation (Option 1), the DCWWA pursued a massive capital project to interconnect Greenfields with the **Hyde Park Regional Water System** (Option 2).
- **Projected Costs:**
- **Total Project Cost:** Estimated at over **\$13.6 Million**.
- **Grant Funding:** While ~\$5 Million in WIIA grants were secured, the remaining burden falls on ratepayers.
- **The Assessment Shock (2025):**
- **September 15, 2025:** The DCWWA filed the Tentative Assessment Roll.
- **November 19, 2025:** A public hearing was scheduled regarding the 2026 rates.
- **Impact:** The proposed capital benefit assessment creates an annual capital cost per user estimated at **over \$2,100** (vs. a target of ~\$600 for comparable systems). This represents a crushing, unmarketable lien on Greenfields homes.

### **IV. PROCEDURAL IRREGULARITIES & CONFLICTS OF INTEREST**

The financial burden placed on Greenfields residents is compounded by a lack of independent oversight and clear conflicts of interest among the decision-makers:

#### **A. The DCWWA Board (The "Spending" Authority)**

- **Thomas LeGrand (Chairman):** Mr. LeGrand is the President of **LeGrand Real Estate, Inc.** and **LeGrand Excavating, Inc.** As a prominent developer and excavator in Dutchess County, he has a direct professional interest in the expansion of municipal water infrastructure, which increases developable land value and industry demand.
- **Lawrence R. Knapp (Treasurer, Deceased):** During the critical years of project planning (2020-2024), the Board Treasurer was a senior executive at **Construction Administration Services, Inc.**, creating a direct functional conflict where a construction executive oversaw the award of construction contracts.

- **Dale Borchert (Secretary):** Mr. Borchert is a high-ranking official at the **NYC Department of Environmental Protection (DEP)**, the primary regulator of the watershed. This dual role compromises the DCWWA's ability to aggressively negotiate regulatory relief for ratepayers.

#### **B. The Dutchess County Legislature (The "Oversight" Body)**

- **Will Truitt (Chairman of the Legislature):** Mr. Truitt serves as the **CFO/Financial Manager of Metzger Construction Corp.**, a private firm that actively bids on and performs municipal utility work. As Chairman, he appoints the DCWWA Board members.
- **John D. Metzger (Chair, Public Works Committee):** The Chair of the committee responsible for reviewing DCWWA capital projects has a professional background in construction and shares a surname with the firm employing the Legislature's Chairman.

#### **V. CONCLUSION**

The Greenfields Capital Benefit Assessment is the result of a flawed process overseen by industry insiders. The decision to pursue the most expensive capital option (Interconnection) was made by a Board and Legislature heavily conflicted by ties to the construction and excavation industries. Residents were not given a fair "hardship" review, nor were these conflicts disclosed during the assessment hearings.

#### **Please inform me immediately:**

- Has the 2025 Benefit Assessment Roll for the Greenfields District been legally finalized and filed?
- If the roll is not yet final (December 1st deadline), will you accept a late submission of a formal grievance application or does this letter stand as my grievance?
- What is the specific form number I must submit to contest this capital charge?

I look forward to your prompt response regarding this urgent matter.

Sincerely,  
Gae Marie Cannon  
17 Russett Rd, Poughkeepsie, NY 12601  
Greenfields Water District

Sent from my iPad

Begin forwarded message:

**From:** Gae Marie Cannon <1fullplate@gmail.com>  
**Date:** November 27, 2025 at 6:28:58 PM EST  
**To:** DCWWA@dutchessny.gov, Dutchess County Legislature <countylegislature@dutchessny.gov>  
**Subject:** NOTICE OF GOOD CAUSE FOR LATE FILING / NON-APPEARANCE

Dutchess County Water & Wastewater Authority  
Attention: Jonathan Churins, Executive Director  
1 LaGrange Avenue  
Poughkeepsie, NY 12603

**RE: SUPPLEMENT TO PENDING GRIEVANCE (FILED [Date you sent the first letter])**

**Reference:** Greenfields Water System — Account # 013-003214-00

**Subject:** NOTICE OF GOOD CAUSE FOR LATE FILING / NON-APPEARANCE

**To the Executive Director and Board of Review:**

I am writing to **supplement** the grievance/complaint I submitted to your office regarding the Greenfields Water System assessment.

Please accept this letter as formal documentation of **Good Cause** regarding that submission.

**1. Explanation of Timing / Absence**

To the extent that my previous submission may be considered late, or my absence from prior hearings noted as a default, I request that this be excused. As previously stated, I have a documented disability that made it physically impossible for me to file or appear during the standard timeframe.

**2. Preservation of Rights**

I request that the Authority consider the grievance I submitted on its merits, waiving any procedural deadlines due to the medical impossibility of my earlier compliance. This request is made pursuant to the Americans with Disabilities Act (ADA) and New York administrative law principles regarding excusable default.

**3. Relief Requested**

Please attach this letter to my case file and proceed with the review of my assessment challenge.

Respectfully,  
Gae Marie Cannon

Dr. Marie Curie

**Mail body: Fwd: GREENFIELD'S Sewer assessment**

Begin forwarded message:

**From:** "abo.sm.info" <info@abo.ny.gov>  
**Date:** December 9, 2025 at 11:50:19 AM EST  
**To:** Gae Marie Cannon <gaemariecannon@gmail.com>, CountyLegislature@dutchessny.gov, DCWWA@dutchessny.gov, "abo.sm.info" <info@abo.ny.gov>  
**Subject: RE: GREENFIELD'S Sewer assessment**

Dear Gae Marie Cannon,

The Authorities Budget Office (ABO) is in receipt of your FOIL request dated Wednesday, December 3, 2025, stating you "request this email be accepted as my legal FOIL request, with ADA accommodation, for all records pertaining to any tax assessment regarding the Greenfield's sewer system."

Our office has reviewed your FOIL request and found no records that are responsive to your request.

This email fully satisfies the ABO's obligation under FOIL.

Thank you.

NYS Authorities Budget Office  
[www.abo.ny.gov](http://www.abo.ny.gov)

-----Original Message-----

From: Gae Marie Cannon <gaemariecannon@gmail.com>  
Sent: Wednesday, December 3, 2025 11:24 AM  
To: countylegislature@dutchessny.gov; DCWWA@dutchessny.gov; abo.sm.info <info@abo.ny.gov>  
Subject: GREENFIELD'S Sewer assessment

[You don't often get email from gaemariecannon@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification> ]

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

I am writing to inform you that I, AND the other 280 Greenfield's residents, are currently UNAWARE of any benefit assessment regarding the sewer system.

I therefore request this email be accepted as my legal FOIL request, with ADA accommodation, for all records pertaining to any tax assessment regarding the Greenfield's sewer system.

Further, I respectfully also submit this email as The Residential Water & Sewer Committee's

ADAMANT OBJECTION to any passage of any water and sewer tax assessments until the ABO had conducted its proceedings.

Sincerely,  
Gae Marie Cannon  
Committee Leadership  
Greenfield's Residential Water & Sewer Committee

**Mail body: Fwd: TIME-SENSITIVE URGENT SUPPLEMENTAL NOTICE: Inclusion of Sewer Assessment (DCWWA)**

Begin forwarded message:

**From:** Gae Marie Cannon <gaemariecannon@gmail.com>  
**Date:** December 15, 2025 at 11:30:33 PM EST  
**To:** cblackburn@dutchessny.gov  
**Cc:** Sue Serino <countyexec@dutchessny.gov>, Dutchess County Legislature <countylegislature@dutchessny.gov>, DCWWA@dutchessny.gov, Office of the New York State Comptroller <Contactus@osc.ny.gov>, info@abo.ny.gov, modo@health.ny.gov, r3admin@dec.ny.gov, efc.dl.communityassistance@efc.ny.gov  
**Subject: Re: TIME-SENSITIVE URGENT SUPPLEMENTAL NOTICE: Inclusion of Sewer Assessment (DCWWA)**

**URGENT SUPPLEMENTAL NOTICE: Inclusion of Sewer Assessment (DCWWA)**

**TO:** Caroline Blackburn, Dutchess County Attorney  
**CC:** Clerk of the Dutchess County Legislature (For Official Record), All prior recipients  
**DATE:** December 15, 2025

Dear Ms. Blackburn,

Please consider this letter an **URGENT SUPPLEMENTAL NOTICE** to the legal notice I just sent you also dated December 15, 2025, regarding the DCWWA Assessment Roll scheduled for December 17, 2025.

**The "281" Coalition/Greenfield's Residential Water & Sewer Committee hereby formally incorporates and challenges the legality of the Sewer Special Assessment Roll pertaining to the Greenfields district under the same grounds cited in our primary notice.**

The challenges include, but are not limited to, **Defective Notice, ADA Title II Violations, Pre-determination, and Confiscatory Taxation** under the principles established in Mullane and Garden Homes.

Specifically, we demand the County Attorney advise the Board that, given the structural and procedural defects established in our primary notice, any attempt to proceed with the **Sewer Assessment Roll** will be treated as procedurally void and will be included in a forthcoming **Article 78 Petition** filed by the residents.

We further demand immediate preservation of all records pertaining to the Sewer Assessment Roll, as previously detailed.

Respectfully,  
**Gae Marie Cannon**

Sent from my iPad

On Dec 15, 2025, at 11:07 PM, Gae Marie Cannon <gaemariecannon@gmail.com> wrote:

**Subject:** URGENT LEGAL NOTICE: Liability & Risk Assessment for Dec 17 DCWWA Vote

**TO:** Caroline Blackburn, Dutchess County Attorney

**CC:**

Hon. Sue Serino, Dutchess County Executive

Clerk of the Dutchess County Legislature (For Official Record)

Dutchess County Legislature (All Members)

DCWWA Board (All Members)

Jonathan Churins, Executive Director, DCWWA

NYS Office of the State Comptroller (OSC), Division of Local Government

NYS Authorities Budget Office (ABO), Compliance Division

NYS Department of Health (DOH), Center for Environmental Health

NYS Department of Environmental Conservation (DEC), Region 3

NYS Environmental Facilities Corporation (EFC)

**DATE:** December 15, 2025

**Dear Ms. Blackburn,**

I am not an attorney. However, I am writing to formally place the County on notice regarding the **Financial Conflict of Interest, Statutory Violations, Federal Civil Rights Violations**, and potentially crippling **Economic Destabilization Risks** associated with the DCWWA Assessment Roll that is I believe scheduled for a vote Wednesday, December 17, 2025.

This is **not** merely a local dispute regarding the Greenfields district; it is a matter of **immense county-wide concern**. Our analysis shows this proposed assessment potentially exposes the County to serious immediate liabilities that threaten its broader bond rating and fiscal stability.

We therefore formally request that you advise the Board to **TABLE** the vote immediately to prevent an "Arbitrary and Capricious" determination that will trigger unavoidable litigation.

Our risk assessment highlights six critical areas of exposure:

### **1. THE COUNTY IS THE GUARANTOR (State Audit Confirmation)**

Our research indicates that audits confirm that the Authority is structurally insolvent without County backing.

- **The Auditor's Finding:** The **NYS Office of the State Comptroller (OSC)**, in **Report of Examination 2021M-146** (and echoed in 2017M-167), explicitly designated the Authority as a "discretely presented component unit" of Dutchess County. The Comptroller's audit warned: "The Authority has limited resources and relies on County subsidies to meet its obligations... The County guarantees the Authority's debt service payments."
- **The Liability:** Because the Authority has "limited resources" to meet obligations, this vote is effectively a vote to trigger the **Amended and Restated Service Agreement**, obligating County taxpayers to cover the default risk of **\$35,000,000+** in Authority debt [Citation: Dutchess County Legislature Resolution No. 2017211].

### **2. CONFLICT OF INTEREST & EVIDENCE OF PRE-DETERMINATION**

The Legislature faces a **disqualifying conflict** by voting on this roll, acting as a "Co-Signer" protecting the County budget versus a neutral arbiter.

- **Bad Faith / Pre-determination:** This lack of neutrality is evidenced by the preemptive statement from DCWWA leadership (Mr. Churin to me personally on 12-8-2025 during a 12:30-3:30 pm meeting with "Jason" the Greenfield's project manager) that "all Greenfield's resident grievances will be denied by the County Attorney as late filing." Making such a determination prior to the conclusion of the public hearing constitutes an illegal **Pre-determination of Outcome**, rendering the hearing a procedural a joke. [Citation: CPLR § 7803(3); see also Matter of Lucas v. Board of Appeals, 57 A.D.3d 784].

### **3. DEFECTIVE SEQRA, TOXICITY & REGULATORY VIOLATIONS**

The Assessment Roll relies on capital projects advanced under a State Environmental Quality Review Act (SEQRA) determination that appears legally vulnerable:

- **Regulatory Violations (Notice of Violation):** Official records confirm that the Greenfields System received a formal **Notice of Violation (NOV)** from the NYS Department of Health on **May 12, 2022** for "PFOS Exceedance and Manganese."
- **The "Negative Declaration" Defect:** Despite this violation, the DCWWA issued a **Negative Declaration** on **March 29, 2023**, asserting "No Significant Adverse Environmental Impact." Bypassing a full **Environmental Impact Statement (EIS)** while under a specific DOH violation for toxicity constitutes an **Arbitrary and Capricious** application of SEQRA [Citation: 6 NYCRR 617.7].
- **Cancer Cluster Determination:** Formal inquiries are being made by The 281 Coalition regarding the designation of the Greenfield's zone as a **Cancer Cluster**. Proceeding with a financial assessment prior to the conclusion of this epidemiological review creates an extraordinary liability risk.

### **4. ABSENCE OF ECONOMIC IMPACT ANALYSIS & FORECLOSURE RISK**

The Authority seems to be advancing this debt without basic economic due diligence required for "Public Necessity."

- **Missing Economic Impact Study:** A diligent search strongly suggests **no "County-wide Economic Impact Analysis"** has been conducted regarding the cumulative effect of DCWWA's rising assessments on property values and tax receipts. Indebting the County without this foundational study constitutes a breach of fiduciary duty.
- **Foreclosure Risk & WIIA Grant:** The current proposal (Option 2) constitutes **Confiscatory Taxation** while failing to utilize the **\$4.55M WIIA Grant** awarded in 2022. Given the **OSC's prior warnings**, a wave of defaults would almost certainly trigger the County's Service Agreement liability immediately.

### **5. LITIGATION RISKS & INSOLVENCY**

The Board must recognize that the Authority is relying on speculative revenue from defendants who may be insolvent or delayed for decades.

- **The "Solvency Gap" (3M, DuPont, Tyco, BASF):** The Authority appears to rely on potential settlement funds from the PFAS Multi-

District Litigation (In re: AFFF). However, these settlements (which include 3M, DuPont, Tyco Fire Products LP, and BASF Corporation) distribute payments over extended timelines (e.g., the 3M structure spans 2024–2036).

- **Counter-Party Insolvency:** Key defendants such as **Kidde-Fenwal Inc.** have filed for **Chapter 11 Bankruptcy** (May 2023). Relying on this trickle-down, bankruptcy-threatened revenue to justify current borrowing creates an immediate "**Cash Flow Insolvency**" risk.
- **Active Litigation:** The Authority is defending against new litigation in *Elbow Creek, LLC v. DCWWA* (Index No. 2025-52680) and has already lost the core argument in *T-Rex Hyde Park Owner, LLC v. Dutchess County Legislature* (134 A.D.3d 931).

## **6. CONSTITUTIONALLY DEFECTIVE NOTICE & ADA TITLE II VIOLATIONS**

The supposed legal notice provided to residents is Constitutionally defective and violates Federal Civil Rights statutes.

- **Violation of Due Process (Mullane):** Notice must be "reasonably calculated" to reach interested parties [Citation: *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306]. If I, a severely disabled mom who hates to leave her home still with 2 kids under my roof and caring for my stroke patient mother in my home, can achieve 75 petition signatures out of 281 the one day before Thanksgiving by educating my neighbors regarding this issue after trying to decipher the root problems of this crazy billing since November 15th- DCWWA has absolutely NO excuse for such a grievous failure.
- **Violation of NYS Precedent (Garden Homes):** The NYS Court of Appeals ruled that notice by publication is constitutionally insufficient for special assessments when the owner's identity is known [Citation: *Garden Homes Woodlands Co. v. Town of Dover*, 95 N.Y.2d 516].
- **ADA Title II (Failure of Service):** The Authority failed to ensure that notices were provided in accessible formats (28 CFR § 35.160) for residents with disabilities. If a notice is not provided in an accessible manner, **legal notice has not been served**, rendering the statutory timeline for objections void for these residents.

## **CONCLUSION & DEMAND**

### **SUMMARY OF STRUCTURAL FAILURE**

The data presented here strongly depicts that the DCWWA is effectively operating as a "Distressed Asset Holding Company" that

lacks the capital adequacy and proper management to service its portfolio. The Authority has systematically acquired private water systems with known regulatory deficits ("Significant Non-Compliance") without securing the requisite capital reserves to remediate them. Instead, it appears to have utilized short-term debt instruments (BANs) to mask long-term insolvency, banking on speculative future grant/settlement revenue that does not match the maturity of its liabilities. The County, as the ultimate Guarantor, **must** now intervene to prevent this structural failure from resulting in mass resident foreclosure. Our research also indicates that DCWWA currently has impacted about 15 separate small communities across the county, which only makes the overall scenario much worse. Under DCWWA leadership, it seems likely these massive hardships are not about IF, but WHEN- and the entire county may suffer irrevocable harm.

We urge the Board to **TABLE** the vote **until such time as:**

- (1) A lawful, accessible Public Notice is verified as served upon all residents in compliance with Mullane and Garden Homes;**
- (2) The underlying Legislative Resolutions are produced;**
- (3) A full Environmental Impact Statement (EIS) is prepared to cure the defective 2023 Negative Declaration;**
- (4) A comprehensive Economic Impact Analysis is conducted; and**
- (5) The Assessment is restructured to the "Least Expensive Option" (General Benefit) to align with NYS Comptroller recommendations for long-term sustainability.**

#### **NOTICE OF PRESERVATION OF EVIDENCE**

**PLEASE TAKE FURTHER NOTICE** that, in anticipation of likely litigation regarding this matter, the Dutchess County Legislature, the DCWWA, and all named recipients are hereby required to **PRESERVE** all documents, records, emails, text messages, audio recordings, and other data (including metadata) related to:

- (a) The Greenfields Water System and its Manganese/PFAS levels;
- (b) The 2022 WIIA Grant Award of \$4,550,086;
- (c) The determination of "Option 2" vs. "Option 1" assessments; and
- (d) Any internal communications regarding the solvency of the DCWWA or the scheduling of the December 17, 2025 vote.

Failure to preserve these records may constitute **Spoliation of Evidence** subject to severe legal sanctions.

Respectfully,  
**Gae Marie Cannon**  
Organizer, "The 281" Oversight Committee  
Organizer & Committee Leadership, Greenfields Residential Water &  
Sewer Committee

Thank you for your email. It has been shared with all Legislators.

Leigh Wager  
Clerk of the Legislature  
Dutchess County Legislature  
22 Market Street  
Poughkeepsie, New York 12601  
Tel: (845) 486-2100

OFFICIAL AMERICAN FLAG DISPOSAL SITE



**From:** Gae Marie Cannon <gaemariecannon@gmail.com>  
**Sent:** Monday, December 15, 2025 2:53 PM  
**To:** dcwwa <dcwwa@dutchessny.gov>  
**Cc:** CountyLegislature <CountyLegislature@dutchessny.gov>; countyexec <countyexec@dutchessny.gov>; Office of the New York State Comptroller <Contactus@osc.ny.gov>; info@abo.ny.gov  
**Subject:** NOTICE OF FATAL DEFECT & BIAS: Formal Demand to Vacate Assessment SD8AG

*ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.*

**TO:** Ed Mills Email, Jonathan Churins, Board of Directors  
**CC:** County Legislature Clerk, ALL County Legislators, County Executive, NYSAuthorities Budget Office, NYS Comptroller

**SUBJECT:** NOTICE OF FATAL DEFECT & BIAS: Formal Demand to Vacate AssessmentSD8AG

**VIA EMAIL & CERTIFIED MAIL**

**ATTN: Executive Director and Board of Directors**

I am writing to formally place the Dutchess County Water and Wastewater Authority on notice regarding fatal legal and procedural defects in the formation of the 2025 AssessmentRoll for the Greenfields Sewer District (Zone H, Code SD8AG).

Based on the Authority's own admissions and documentation provided to me as of December 13, 2025, the current assessment is legally void.

## **1. REJECTION OF "UNDATED" NOTICE (Statute of Limitations Not Tolled)**

I am in receipt of the PDF provided by Executive Director Mills purporting to be the "Public Notice" for this assessment. **Please take notice that this document is UNDATED.**

A public notice without a date is legally insufficient to commence the statutory timeframe for objections. As the Authority failed to properly date this notice, the Statute of Limitations has never tolled. Therefore, any claim that my grievance of November 22, 2025, is "late" is factually and legally impossible.

## **2. EVIDENCE OF PRE-DETERMINATION & BIAS**

During my meeting with Director Jonathan Churins on December 8, 2025, I was explicitly informed that "**the County Attorney will be denying all Greenfields grievances as late file.**"

This statement constitutes a violation of Due Process. By deciding to deny grievances before issuing a formal determination and before reviewing the evidence of your own defectivenotice, the Authority has engaged in **Pre-Determination**. This admission proves the current grievance review process is a sham.

## **3. CONSTITUTIONAL DEFECT (Mullane v. Central Hanover Bank)**

Mr. Mills has confirmed that the Authority relied exclusively on **Newspaper Publication** and possesses **no Affidavit of Service** for individual mailings.

Because the Authority possesses the names and addresses of every resident in Greenfields (as evidenced by your quarterly billing), relying solely on Newspaper Notice is unconstitutional.

- Supreme Court Precedent: "Where the names and post office addresses of those affected by a proceeding are at hand... notice by publication is not sufficient." (Mullane, 339 U.S.306).

#### **4. LEGISLATIVE ABDICATION ("No Records")**

In written correspondence, the Dutchess County Legislature has admitted they possess "**no records**" regarding the formation or bonding of this specific assessment. This admission confirms that the legislative body responsible for oversight voted on this debt without reviewing the necessary data. This renders the assessment "Arbitrary and Capricious" under Article 78.

#### **DEMAND TO VACATE**

Given that your Notice was Undated (Void), Unmailed (Unconstitutional), and your review process is Predetermined (Biased):

**I formally demand that Assessment Code SD8AG be vacated immediately from the 2025 Roll.**

Failure to remove this charge may result in immediate regulatory escalation based on the evidence already forwarded to the ABO and OSC.

Respectfully,  
Gae Marie Cannon  
Committee Leadership  
The 281 Coalition Residential Oversight Committee  
AND Greenfield's Residential Water & Sewer Committee  
17 Russet Road  
Poughkeepsie, NY 12601

Mail body: Fwd: NOTICE OF FATAL DEFECT & BIAS: Formal Demand to Vacate Assessment SD8AG

Sent from my iPhone

Begin forwarded message:

**From:** CountyLegislature <CountyLegislature@dutchessny.gov>  
**Date:** December 16, 2025 at 10:39:10AM EST  
**To:** Gae Marie Cannon <gaemariecannon@gmail.com>  
**Subject: RE: NOTICE OF FATAL DEFECT & BIAS: Formal Demand to Vacate Assessment SD8AG**