

REGULAR MEETING
OF THE
DUTCHESS COUNTY LEGISLATURE

Monday, May 11, 2026, 6:30 p.m.

The Chair of the Legislature called the meeting to order at 6:32 p.m.

PRESENT: 24 ALEXANDER, ARNOFF, ATKINS, BRENDLI, CASWELL, DARROW,
DRAGO, FAUST, GILES, HOUSE, JOHNSON, KAUL, KEARNEY,
LAWLER, MCHOUL, METZGER, MUNN, POLASEK, RHODES,
ROLISON, SHAH, TRESCA, VALDÉS SMITH, WINSBY

ABSENT: 1 JOHNSON

PRESENT/LATE: 0

QUORUM PRESENT

**Pledge of Allegiance to the Flag, Invocation by Dr. Bina Dani of the HinduSamaj Temple,
followed by a moment of silent meditation**

PROCLAMATIONS

Proclamation recognizing Dutchess Interfaith Council, presented by Legislator Shah

Proclamation recognizing AAPI Heritage Month, presented by Legislator Kaul

Proclamation recognizing EMS Month, presented by Legislator Drago and the Public Safety Committee

Proclamation recognizing Eagle Scout Derek Mueller, Boy Scout Troop 275

Proclamation recognizing Girl Scout Charlotte Mueller, Girl Scout Troop 10112

Proclamation recognizing Eagle Scout Charles Shousha, Boy Scout Troop 86

The foregoing scouting Proclamations were presented by Minority Leader Polasek and Legislator Arnoff.

WHEREAS, the Dutchess County Interfaith Council (DCIC), established in 1972 as an outgrowth of the Dutchess County Council of Churches, was formed to create a more inclusive forum among diverse faith communities; and

WHEREAS, for more than five decades, the Council has served as a vital bridge among faith traditions, promoting dialogue, mutual respect, and unity across Dutchess County; and

WHEREAS, the Council has served as a trusted partner and liaison between faith communities and local institutions, contributing to public dialogue and fostering civic harmony during times of local, national, and global tension; and

WHEREAS, through educational outreach, interfaith programming, and collaboration with nonprofit and service organizations, the Council has advanced cultural awareness, youth engagement, and meaningful responses to community needs, including hunger, housing insecurity, and social isolation; and

WHEREAS, the Council coordinates the annual Poughkeepsie CROP Hunger Walk, which in October 2025 raised vital funds for local agencies ensuring that 25% of proceeds remained within Dutchess County to combat food insecurity; and

WHEREAS, the Council promotes cultural awareness through the DCIC Music Festival, bringing together “Interfaith Singers” and diverse musical traditions to celebrate the rich cultural and religious fabric of the county; and

WHEREAS, the Council continues to serve as a leading voice in human rights and civil liberties, facilitating dialogue on refugee resettlement, prisoner reentry, and the support of new Americans, while providing ongoing assistance to vulnerable populations; now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby commends and recognizes the Dutchess County Interfaith Council for its extraordinary legacy of service and its enduring role in promoting peace, inclusion, and civic unity within Dutchess County; and be it further

RESOLVED, that this Legislature honors the Council’s leadership, member congregations, volunteers and supporters for their tireless efforts to strengthen the social fabric and advance the general welfare of the community; and be it further

RESOLVED, that a copy of this resolution be transmitted to the Board of Directors of the Dutchess County Interfaith Council as a token of the Legislature’s profound appreciation.

WHEREAS, America is a nation built and inhabited by immigrants and their descendants, including more than twenty-five million Asian American and Pacific Islanders, and

WHEREAS, policies, from the Naturalization Act of 1790 to the Chinese Exclusion Act to the National Origins Act of 1924 limited immigration from Asian countries through race-based quotas, and banned Asian immigrants from become naturalized American citizens; and

WHEREAS, Wong Ark Kim whose landmark 1898 Supreme Court case established the legal basis for birthright citizenship, and World War I veteran Bhagat Singh Thind whose pursuit of American citizenship challenged prevailing notions of race, and Fred Korematsu whose 1942 lawsuit, decried the wholesale internment of Japanese and Japanese American citizens without due process; and

WHEREAS, in 1978, Congress established Asian/Pacific American Heritage Week, expanding the observance in 1992 to declare May “Asian American Pacific Islander Heritage Month,” and

WHEREAS, Americans of East, South, and Southeast Asian and Pacific Islander descent have built the nation’s infrastructure, fought to defend its democracy in the armed services, and have made and continue to make significant economic, scientific, athletic, cultural, and numerous other contributions to Dutchess County and American society writ large; and

WHEREAS, AAPI residents represent approximately 4% of the population of Dutchess County and 8% of the U.S. population, and

NOW, THEREFORE, we declare May is Asian American Pacific Islander Heritage Month, and

BE IT FURTHER RESOLVED, that we commit to rejecting harmful stereotypes of AAPI residents as perpetual foreigners, and affirm that Asian American and Pacific Islander history is American history, and

NOW, THEREFORE, we hereby proclaim May 2026 as AAPI Heritage Month in Dutchess County; and that AAPI Americans are Americans, full stop.

WHEREAS, emergency medical services are a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

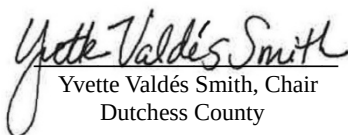
WHEREAS, emergency medical services fill in healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

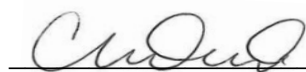
WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighter, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of the hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical service providers by designating the Emergency Medical Services Week; now and

THEREFORE, the Dutchess County Legislature does hereby proclaim the week of May 17th to May 23rd, 2026, as Emergency Medical Services Week.


Yvette Valdés Smith, Chair
Dutchess County


Chris Drago, Legislator
District 19


Eric Alexander, Legislator
District 25

WHEREAS, Derek Mueller is a member of Boy Scout Troop 275, Poughkeepsie, New York, and has obtained the rank of Eagle Scout on August 11, 2025, and

WHEREAS, Derek Mueller has demonstrated a commitment to the highest ideals of Scouting and to his community through his dedication, leadership, and service, and

WHEREAS, Derek Mueller has earned a total of 36 Merit Badges in attaining the rank of Eagle Scout, and

WHEREAS, Derek Mueller has held numerous leadership positions within his troop, including Senior Patrol Leader, Assistant Senior Patrol Leader, Patrol Leader, Junior Assistant Scoutmaster, Quartermaster, Den Chief, Troop Guide, Instructor, and Order of the Arrow Representative, and

WHEREAS, Derek Mueller is an active member of the Order of the Arrow, where he has served in leadership roles including Trading Post Committee Chair, Section Vice Chief, and Lodge Vice Chief of Finance, and

WHEREAS, Derek Mueller has demonstrated leadership and service on a broader scale through his participation in the 2023 National Jamboree as a Contingent Assistant Patrol Leader and his selection to serve on the Operation Arrow Program Support Staff in 2026, and

WHEREAS, Derek Mueller has further developed his leadership skills through the National Youth Leadership Training (NYLT) program, serving as a Troop Guide in 2024, Assistant Youth Course Lead of Logistics in 2025, and Youth Course Lead in 2026, and

WHEREAS, Derek Mueller is actively involved in his school community through participation in Admiral Players, ABC Crew, Trade Fair, Jazz Band, Marching Band, Winter Percussion, and as Photography Editor of the school newspaper, as well as serving as President of the Winners Circle of the Arlington Program, and

WHEREAS, for his Eagle Scout Project, Derek Mueller constructed a lighted flagpole in front of the Grange on Dr. Fink Road, providing a lasting and meaningful enhancement to the community, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Eagle Scout Derek Mueller on achieving Scouting's highest rank, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Eagle Scout Derek Mueller its best wishes for continued success and service in all his future endeavors.

WHEREAS, Charlotte Mueller is a member of Girl Scout Troop 10112 of the Dutchess Tri-Valley Service Unit in Pleasant Valley, New York, and was awarded the Girl Scout Gold Award on March 28, 2026, and

WHEREAS, the Girl Scout Gold Award is the highest achievement in Girl Scouting, recognizing extraordinary leadership, dedication, and commitment to making a lasting impact in the community, and

WHEREAS, for her Gold Award project, Charlotte Mueller created Student Shopping Binders for a Life Skills classroom to support students in developing independence during shopping-based field trips, making the experience more accessible, engaging, and empowering, and

WHEREAS, Charlotte Mueller demonstrated strong leadership throughout her project by organizing and guiding efforts to bring her vision to life, while also contributing to her community by leading Girl Scout meetings and assisting with service unit events, and

WHEREAS, Charlotte Mueller has shown long-term commitment to Girl Scouting, having previously earned both the Bronze and Silver Awards, and

WHEREAS, Charlotte Mueller is actively involved in her school community as a dedicated member of Admiral Players, serving as Costume Chief and contributing her talents to the costume shop throughout all four years of high school, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Charlotte Mueller on earning the Girl Scout Gold Award, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Charlotte Mueller its best wishes for continued success and leadership in all her future endeavors.

WHEREAS, Charles Shousha is a member of Boy Scout Troop 86, Hopewell Junction, New York, and has obtained the rank of Eagle Scout on January 12, 2026, and

WHEREAS, Charles Shousha has demonstrated a commitment to the highest ideals of Scouting and to his community through his dedication, leadership, and service, and

WHEREAS, Charles Shousha has earned a total of 32 Merit Badges and has further distinguished himself by earning both the Bronze and Gold Eagle Palms, recognizing his accomplishments beyond the requirements for Eagle Scout, and

WHEREAS, Charles Shousha is a member of the Order of the Arrow, Scouting's National Honor Society, reflecting his commitment to service and leadership among his peers, and

WHEREAS, Charles Shousha has demonstrated exceptional outdoor skills and perseverance, having camped at least 71 nights and hiked at least 51 miles during his Scouting career, including participation in a pilot high-adventure backpacking expedition along portions of the Long Trail in Vermont extending into Canada, and

WHEREAS, Charles Shousha has successfully completed the Boy Scouts of America Lifeguard program and is a certified BSA Lifeguard, and

WHEREAS, Charles Shousha has been described by his Scoutmaster as an exemplary Scout who embodies the values of the Scout Oath and Law, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate Eagle Scout Charles Shousha on achieving Scouting's highest rank, and, be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to Eagle Scout Charles Shousha its best wishes for continued success and service in all his future endeavors.

PRESENTATIONS

Honor-a-Veteran presentation with Veterans Affairs Director Adam Roche

Dutchess County Community College Transformation Project presentation by Dennis Dintino, VP for Finance and Administration

Privilege of the Floor with respect to printed agenda items

Dave Siegel of LaGrange spoke in favor of Resolutions 082 and 086.

Laura Murphy of Poughkeepsie spoke in favor of Resolution 089.

Navia Shah spoke in favor of Resolution 086.

Louise Daniele of Fishkill spoke in favor of Resolution 082 and suggested that the training should be made available for elected officials over Zoom.

Matt Dodson of Poughkeepsie spoke in favor of Resolution 089.

Hon. Daniel Atonna, City of Poughkeepsie Councilman, spoke in favor of Resolution 086.

Approval of Prior Meeting Minutes

April 13, 2026 Meeting

Moved by Majority Leader Atkins, seconded by Assistant Majority Leader Munn.

The Legislature unanimously approved the foregoing minutes, with Legislator Johnson absent.

Reports

Legislator Kaul reported that the Environmental Management Council had sent correspondence to the Legislature about the state budget's impact on environmental issues.

Legislator Arnoff encouraged those who had not seen the STRIVE presentation from the committee meetings on Thursday, to view the presentation on the County website.

Legislator Drago reported that there are still openings for Pre-K 3 at Webetuck for those who live in the Webetuck School District.

Consent Agenda

The Clerk of the Legislature read the consent agenda:

2026054 A Resolution Authorizing the Issuance of \$1,016,060 Serial Bonds of the County of Dutchess, New York, to Pay the Cost of the Purchase of Sheriff Vehicles, for Said County

2026064 A Resolution Authorizing the Issuance of \$10,460,765 Serial Bonds of the County of Dutchess, New York, to Pay a Portion of the Cost of Bridge, Culvert and Highway Improvements in and for Said County

2026065 Authorization to Enter into Intermunicipal Agreements for Snow and Ice Control Services by the Local Municipalities

2026066 Declaring Dutchess County Lead Agency and Adoption of Determination of No Significant Adverse Environmental Impact in Connection with Department of Public Works County Route 85 (South Mill Road) Slope Failure and Road Repair Project, Town of Rhinebeck, Dutchess County

2026067 Declaring Dutchess County Lead Agency and Adoption of Determination of No Significant Adverse Environmental Impact in Connection with the Department of Public Works Replacement of Bridge F-2 (Bin 3358420), County Route 34 (Jackson Street) over Forge Brook, Town of Fishkill, Dutchess County

2026068 Authorization to Acquire a Permanent Easement from John J. Bernitt and Carolyn A. Bernitt, in Connection with the County Route 85 (South Mill Road) Slope Failure and Road Repair Project, Town of Rhinebeck, Dutchess County

2026069 Authorization to Acquire a Fee Acquisition and Permanent Easements from Roberta Seligman, in Connection with the County Route 85 (South Mill Road) Slope Failure and Road Repair Project, Town of Rhinebeck, Dutchess County

2026070 Approval of Application to Correct Tax Roll and to Order the Local Tax Collector to Issue a Corrected Tax Bill (Applicant: M-M2 Re Holdings 23 Llc)

2026071 Approval of Application to Correct Tax Bill and to Order the Local Tax Collector to Issue a Corrected Tax Bill (Applicant: Klever G. Merchan and Zoila Bermeo)

2026072 Authorizing Salary for an Operations and Communications Director in the Fourth Quartile of the Confidential Salary Schedule as It Relates to the Comptroller's Office

2026074 Mortgage Tax Apportionment Period October 1, 2025 Through March 31, 2026

2026075 Rescission of Resolution Nos. 2024216 and 2025159

2026078 Ratifying the 2025-2028 Collective Bargaining Agreement Between Dutchess County and the Civil Service Employees Association, Inc., Local 1000, Afscme, Afl-Cio, Dutchess County (CSEA) and Amending the 2026 Adopted County Budget to Effectuate

the Salary Adjustments for the CSEA Members and for Management and Confidential Employees as Well as the Board of Elections Commissioners

2026079 Amending the 2026 Adopted County Budget as It Pertains to Access Supports for Living, Inc. and the Department of Mental Health

2026080 Accepting Grant Award from the New York State Division of Criminal Justice Services and Amending the 2026 Adopted County Budget as It Pertains to the Department of Mental Health

2026081 Amending the 2026 Adopted County Budget as It Pertains to the Department of Health

2026083 Consenting to the Issuance by the Dutchess County Water and Wastewater Authority of Its Service Agreement Revenue Notes and Bonds

2026084 Appointment to Water and Wastewater Authority

2026086 Re: Local Law No. ___ of 2026, a Local Law Requiring Food Service Establishments to Provide Single-Use Foodware and Condiment Packets Only upon Request

2026087 Amending the 2026 Adopted County Budget as It Pertains to the District Attorney

2026088 Local Law No. ____ of 2026 Amending Local Law No. 2 of 2024 Regulating Hazardous Pollution Sources in Proximity to Public Water Supply Sources, Aquifers and Wetlands

Moved by Majority Leader Atkins, seconded by Assistant Majority Leader Munn.

A vote was called, and the consent agenda was adopted unanimously, with Legislator Johnson absent.

Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 3 - LaGrange	Polasek		
District 12 - East Fishkill	Metzger		
District 1 - Town of Poughkeepsie	Redl		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	Shah		
District 6 - Town of Poughkeepsie	Kaul		
District 7 - Hyde Park and Pleasant Valley	Darrow		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		Absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 13 - East Fishkill and Wappinger	Giles		
District 14 - Wappinger and Town of Poughkeepsie	Winsby		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Rhodes		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Tresca		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		
Present: <u>24</u>	Resolution: <u>Consent</u>	Total: <u>24</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u> </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u> </u>	

CONSENT AGENDA: 2026054, 2026064, 2026065, 2026066, 2026067, 2026068, 2026069, 2026070, 2026071, 2026072, 2026074, 2026075, 2026078, 2026079, 2026080, 2026081, 2026083, 2026084, 2026086, 2026087, 2026088

RESOLUTION NO. 2026054

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,016,060 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF SHERIFF VEHICLES, FOR SAID COUNTY.

Legislators VALDÉS SMITH, ATKINS, ALEXANDER, BRENDLI, DRAGO, LAWLER, REDL and RHODES offer the following and move its adoption:

WHEREAS, the capital project hereinafter described, as proposed, has been determined to be a Type II Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, which it has been determined will not have any significant adverse impact on the environment; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE

BE IT RESOLVED, by the affirmative vote of not less than two-thirds of the total voting strength of the County Legislature of the County of Dutchess, New York, as follows:

Section 1. The purchase of Sheriff vehicles, including incidental equipment and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$1,016,060.

Section 2. It is hereby determined that the plan for the financing of the aforesaid class of objects or purposes is by the issuance of \$1,016,060 serial bonds of said County hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is 5 years, pursuant to subdivision 29 of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County of Dutchess, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance

shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

* * * * *

CA-029-26
CEB/rjw
G-0145-B
3/3/2026
Fiscal Impact: See Attached

The foregoing resolution was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

This resolution was thereupon declared duly adopted.

* * * * *

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK

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 11th day of May, 2026, 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 12th day of May, 2026.



[Signature]
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

CERTIFICATION FORM

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

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York (the "Issuer"),
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of
said County, including the resolution contained therein, held on May 11, 2026, with the original thereof on file
in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far
as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the
foregoing resolution was 24 ayes and 0 noes, with 1 members being absent or
abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly
approved by the County Executive of said County on May 19, 2026, in accordance with the
provisions of Section 3.03 of the Dutchess County Charter.

I FURTHER certify that all members of said Legislature had due notice of said meeting, and that,
pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general
public, and that I duly caused a public notice of the time and place of said meeting to be given to the following
newspapers and/or other news media as follows:

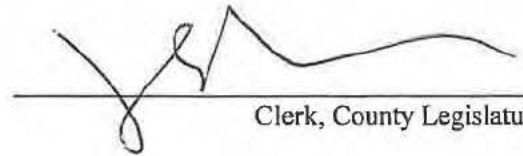
<u>Newspaper and/or other news media</u>	<u>Date given</u>
Poughkeepsie Journal	May 3, 2026
Southern Dutchess News	May 3, 2026

and that I further duly caused public notice of the time and place of said meeting to be conspicuously posted in
the following designated public location(s) on the following dates:

<u>Designated Location(s) of posted notice</u>	<u>Date of Posting</u>
22 Market Street, 6th Floor, County Office Building Poughkeepsie, NY, 12524	May 3, 2026

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature
this May 26, 2026.





Clerk, County Legislature

LEGAL NOTICE

The following entitled bond resolution, a summary of which is published herewith, has been adopted on May 11, 2026, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Dutchess, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is each available for public inspection during regular business hours at the Office of the Clerk of the Legislature for a period of twenty days from the date of publication of this Notice.

Dated: Poughkeepsie, New York,

May 12, 2026.

/s/Julie Shiroishi
Clerk, County Legislature

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,016,060 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY THE COST OF THE PURCHASE OF SHERIFF VEHICLES, FOR SAID COUNTY.

Class of objects or purposes:	Purchase of Sheriff vehicles
Period of probable usefulness:	5 years
Maximum estimated cost:	\$1,016,060
Amount of bonds to be issued:	\$1,016,060 bonds
SEQRA status:	Type II Action

COORDINATION

Initialing indicates information only:

 County Executive

CS County Attorney (as to form)

KS Sheriff

CS Finance

CS Comptroller

 CS Budget

H0675 - 2026 Sheriff Vehicle Bonds			
APPROPRIATIONS			
<u>Increase</u>			
	H0675.3110.25.2300.05	Motot Vehicle 5 Year	\$1,006,000
	H0675.3110.25.3900	Bond Issuing Costs	\$10,060
			<u>\$1,016,060</u>
REVENUES			
<u>Increase</u>			
	H0675.3110.25.57100	Serial Bonds	\$1,016,060
			<u>\$1,016,060</u>

2026 Sheriff Vehicles

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	\$1,016,060	\$203,212	\$29,059	\$232,271
2	812,848	203,212	23,247	226,459
3	609,636	203,212	17,436	220,648
4	406,424	203,212	11,624	214,836
5	203,212	203,212	5,812	209,024
TOTAL		<u>\$1,016,060</u>	<u>\$87,178</u>	<u>\$1,103,238</u>
AVG. PER YEAR		\$203,212	\$17,436	\$220,648

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL	\$1,016,060	
ANTICIPATED INTEREST RATE ⁽¹⁾		2.86%
TERM 5 YEARS	ANTICIPATED FEES:	\$10,060
ANTICIPATED ANNUAL COST (PRIN + INT):		\$220,648
TOTAL PAYBACK (ANNUAL COST x TERMS):		\$1,103,238

PREPARED BY HEIDI SEELBACH

⁽¹⁾ Rate is subject to change based upon a) market conditions at time of debt issuance and b) term of financing which is dependent upon the structuring of all debt issued when this project is ultimately financed.

DUTCHESS COUNTY SHERIFF'S OFFICE
108 Parker Avenue
Poughkeepsie, New York

Memorandum

TO: Sue Serino, County Executive

FROM: Kirk Imperati, Sheriff



DATE: February 25, 2026

RE: Resolution Request

Herewith enclosed please find a Resolution Request Form and Fiscal Impact Statement for a resolution which I would like to present at the next available Meeting of the County.

The 2026 Capital Vehicle Bond includes \$1,006,000 for replacement vehicles for the Sheriff's Office. The 2026 vehicle request is for 15 vehicles. Some of the vehicles to be replaced have been either totaled or removed from service due to maintenance issues and sold at auction. Many vehicles in the fleet are in excess of 150,000 miles and are being cycled out with the purchase of new vehicles.

Please let me know if you have any questions or need any additional information.
Thank you for your consideration.

KAI/gl

	Requesting Department	Proposed vehicle replaced	Vehicle assignment	Year	Vehicle Type	Model	Current mileage	Condition Notes	Replacement Vehicle Type	Vehicle assignment	Model	Estimated Cost
1	DCSO	5941	PATROL	2013	SUV	TAHOE	172K	high mileage, continuous maintenance repairs	Prisoner van	JAIL TRANSPORT	VAN	78,000
2	DCSO	5514	PATROL	2011	PICK UP TRUCK	F250	171K	high mileage, continuous maintenance repairs	AWD POLICE K-9	PATROL	Tahoe	78,000
3	DCSO	6050	PATROL	2015	SUV	TAHOE	171K	high mileage, continuous maintenance repairs	AWD SUV	DETECTIVES	Tahoe	74,000
4	DCSO	5986	CIVIL	2014	SEDAN	TAURUS	162K	high mileage, continuous maintenance repairs	4x4 Patrol P/U	Fire Inv	Crew Cab PU	78,000
5	DCSO	6092	PATROL	2016	SUV	DURANGO	152K	high mileage, continuous maintenance repairs	4x4 Patrol P/U	Fire Inv	Crew Cab PU	78,000
6	DCSO	5980	PATROL	2014	SUV	TAHOE	151K	high mileage, continuous maintenance repairs	AWD SUV	DETECTIVES	MID SIZE SUV	48,000
7	DCSO	6139	PATROL	2017	SUV	EXPLORER	155K	high mileage, continuous maintenance repairs	AWD SUV	DETECTIVES	MID SIZE SUV	48,000
8	DCSO	6206	PATROL	2018	SUV	EXPLORER	148K	high mileage, continuous maintenance repairs	AWD SUV	DETECTIVES	MID SIZE SUV	48,000
9	DCSO	6346	PATROL	2020	SUV	DURANGO	146K	high mileage, continuous maintenance repairs	AWD SUV	PATROL	MID SIZE SUV	68,000
10	DCSO	6314	PATROL	2017	SUV	EXPLORER	149K	high mileage, continuous maintenance repairs	AWD SUV	PATROL	MID SIZE SUV	68,000
11	DCSO	6255	PATROL	2019	SUV	DURANGO	141K	high mileage, continuous maintenance repairs	AWD SUV	PATROL	MID SIZE SUV	68,000
12	DCSO	5985	CIVIL	2014	SEDAN	TAURUS	142K	high mileage, continuous maintenance repairs	AWD SUV	PATROL	MID SIZE SUV	68,000
13	DCSO	5934	PATROL	2013	SUV	TAHOE	138K	high mileage, continuous maintenance repairs	AWD SUV	PATROL	MID SIZE SUV	68,000
14	DCSO	6084	DETECTIVES	2016	SUV	TAVERSE	131K	high mileage, continuous maintenance repairs	AWD SUV	PATROL	MID SIZE SUV	68,000
15	DCSO	6261	PATROL	2019	SUV	DURANGO	130K	high mileage, continuous maintenance repairs	AWD SUV	PATROL	MID SIZE SUV	68,000
											Total	1,008,000

RESOLUTION NO. 2026064

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$10,460,765 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF BRIDGE, CULVERT AND HIGHWAY IMPROVEMENTS IN AND FOR SAID COUNTY.

Legislators VALDÉS SMITH, ATKINS, MUNN, ALEXANDER, BRENDLI, DRAGO, KAUL, KEARNEY, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, the environmental impact of the capital projects hereinafter described, as proposed, will be determined pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act, on a project-by-project basis prior to the financing thereof; and

WHEREAS, it is now desired to authorize the financing of such capital project; NOW, THEREFORE

BE IT RESOLVED, by the County Legislature of the County of Dutchess, New York, as follows:

Section 1. The cost of the reconstruction and replacement of bridges and culverts, and reconstruction of roads, in and for the County of Dutchess, New York, including the cost of a highway safety and drainage improvement program and other incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$16,978,572.

Section 2. It is hereby determined that the plan for the financing thereof is as follows:

- (a) by the issuance of the \$10,460,765 serial bonds hereby authorized to be issued therefore pursuant to the provisions of the Local Finance Law; and

(b) by the expenditure of \$6,517,807 monies to be received from the State of New York as Consolidated Highway Improvement Program (CHIP), PaveNY, Extreme Winter Recovery and Pave Our Potholes aid monies, which monies are hereby appropriated therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is 15 years, pursuant to subdivision 91 of paragraph a of Section 11.00 of the Local Finance Law, based upon subdivisions 4, 10, 20 and 21(a) thereof.

Section 4. The faith and credit of said County of Dutchess, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such bonds as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. There shall annually be levied on all the taxable real property of said County a tax sufficient to pay the principal of and interest on such bonds as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the Commissioner of Finance, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Commissioner of Finance, consistent with the provisions of the Local Finance Law.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the County of Dutchess, New York, by the manual or facsimile signature of the Commissioner of Finance and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the County Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Commissioner of Finance, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as she shall deem best for the interests of the County; provided, however, that in the exercise of these delegated powers, she shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Commissioner of Finance shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. All other matters, except as provided herein relating to such bonds including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the County by the facsimile signature of the Commissioner of Finance, providing for the manual countersignature of a fiscal agent or of a designated official of the County), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Commissioner of Finance. It is hereby determined that it is to the financial advantage of the County not to impose and collect from registered owners of such serial bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to

those required by section 52.00 of the Local Finance Law, as the Commissioner of Finance shall determine.

Section 9. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 11. This resolution, which takes effect immediately, shall be published in summary form in *The Poughkeepsie Journal* and the *Southern Dutchess News*, the official newspapers of said County, together with a notice of the Clerk of the County Legislature in substantially the form provided in Section 81.00 of the Local Finance Law.

CA-034-26
CEB/rjw
G-0145-B
3/6/2026
Fiscal Impact: See Attached.

* * * * *

The foregoing resolution was duly put to a vote which resulted as follows:

AYES:

NOES:

ABSENT:

The resolution was thereupon declared duly adopted.

* * * * *

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK

§§:

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 11th day of May, 2026, 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 12th day of May, 2026.



[Signature]
JULIE S. TROTSKY II, CLERK OF THE LEGISLATURE

CERTIFICATION FORM

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

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York (the "Issuer"),
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the County Legislature of said County, including the resolution contained therein, held on May 11, 2026, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that said County Legislature consists of 25 members; that the vote on the foregoing resolution was 24 ayes and 0 noes, with 1 members being absent or abstaining from voting.

I FURTHER CERTIFY that the foregoing resolution as adopted by said County Legislature was duly approved by the County Executive of said County on May 19th, 2026, in accordance with the provisions of Section 3.02 of the Dutchess County Charter.

I FURTHER certify that all members of said Legislature had due notice of said meeting, and that, pursuant to Section 103 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that I duly caused a public notice of the time and place of said meeting to be given to the following newspapers and/or other news media as follows:

Newspaper and/or other news media
Poughkeepsie Journal
Southern Dutchess News

Date given
May 3, 2026
May 3, 2026

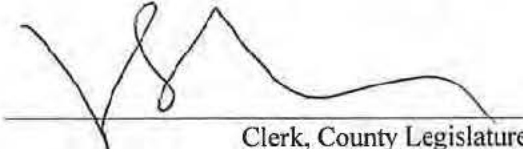
and that I further duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)
of posted notice
22 Market Street, 6th Floor, County Office Building
Poughkeepsie, NY, 12524

Date of Posting
May 3, 2026

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature
this 26th day of May, 2026.




Clerk, County Legislature

LEGAL NOTICE OF ESTOPPEL

The following entitled bond resolution, a summary of which is published herewith, has been adopted on May 11, 2026, and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Dutchess, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the resolution summarized herewith is each available for public inspection during regular business hours at the Office of the Clerk of the Legislature for a period of twenty days from the date of publication of this Notice.

Dated: Poughkeepsie, New York,

May 12, 2026.

/s/Julie Shiroishi
Clerk, County Legislature

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE ISSUANCE OF \$10,460,765 SERIAL BONDS OF THE COUNTY OF DUTCHESS, NEW YORK, TO PAY A PORTION OF THE COST OF BRIDGE, CULVERT AND HIGHWAY IMPROVEMENTS IN AND FOR SAID COUNTY.

Class of objects or purposes:	Highway, culvert and bridge improvements, including incidental improvements and expenses
Period of probable usefulness:	15 years
Maximum estimated cost:	\$16,978,572
Maximum amount of bonds to be issued:	\$10,460,765 bonds
Other monies:	\$6,517,807 CHIPS, PaveNY ,Extreme Winter Recovery and Pave our Potholes monies from State
SEQRA status:	Will be on a project-by-project basis. SEQRA compliance materials on file in the office of the Clerk of the County Legislature where same may be inspected during regular office hours.

COORDINATION

Initialing indicates information only:

 County Executive

 County Attorney (as to form)

 Public Works

 Finance

 Comptroller

 Budget

H0676 - 2026 Highway & Bridge Improvements

APPROPRIATIONS

Increase

H0676.5110.3250.212	Highway Improvements - CHIPs	5,350,000
H0676.5110.4401.105	Professional Services Consultants	250,000
H0676.5120.3450	Bridge Improvements	8,750,000
H0676.5120.3450.212	Bridge Improvements - CHIPs	917,807
H0676.5120.4401.105	Professional Services Consultants	1,607,193
H0676.5110.3900	Bond Issuing costs	103,572
		<u>\$ 16,978,572</u>

REVENUES

Increase

H0676.5110.57100	Serial Bonds	10,460,765
H0676.5110.35010.07	Consolidated Highway Aid County Roads	5,600,000
H0676.5120.35010.07	Consolidated Highway Aid County Bridges	917,807
		<u>\$ 16,978,572</u>

2026 DPW Highway and Bridge

Year	PRIN O/S	PRIN PAYMENT	INTEREST	TOTAL
1	\$10,460,765	\$697,384	\$398,555	\$1,095,939
2	9,763,381	697,384	371,985	1,069,369
3	9,065,996	697,384	345,414	1,042,799
4	8,368,612	697,384	318,844	1,016,228
5	7,671,228	697,384	292,274	989,658
6	6,973,843	697,384	265,703	963,088
7	6,276,459	697,384	239,133	936,517
8	5,579,075	697,384	212,563	909,947
9	4,881,690	697,384	185,992	883,377
10	4,184,306	697,384	159,422	856,806
11	3,486,922	697,384	132,852	830,236
12	2,789,537	697,384	106,281	803,666
13	2,092,153	697,384	79,711	777,095
14	1,394,769	697,384	53,141	750,525
15	697,384	697,384	26,570	723,955
TOTAL		<u>\$10,460,765</u>	<u>\$3,188,441</u>	<u>\$13,649,206</u>
AVG. PER YEAR		\$697,384	\$212,563	\$909,947

FISCAL IMPACT STATEMENT

TOTAL PRINCIPAL	\$10,460,765	
ANTICIPATED INTEREST RATE ⁽¹⁾		3.81%
TERM 15 YEARS	ANTICIPATED FEES:	\$103,572
ANTICIPATED ANNUAL COST (PRIN + INT):		\$909,947
TOTAL PAYBACK (ANNUAL COST x TERMS):		\$13,649,206

PREPARED BY HEIDI SEELBACH

⁽¹⁾ Rate is subject to change based upon a) market conditions at time of debt issuance and b) term of financing which is dependent upon the structuring of all debt issued when this project is ultimately financed.

SUE SERINO
COUNTY EXECUTIVE



ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Gregg Pulver, Assistant County Executive

FROM: Robert H. Balkind, P.E., Commissioner 

DATE: February 27, 2026

RE: RESOLUTION REQUEST – PROPOSED 2026 HIGHWAY & BRIDGE CAPITAL REQUEST

Please find attached the Department's 2026 Highway and Bridge Capital Bond request. The total cost for projects included in this request is estimated at \$16,875,000. The request includes \$6,517,807 in estimated funding offsets (revenue) from New York State's Consolidated Highway Improvement Program (CHIPs,) PaveNY funding, Pave Our Potholes (POP) funding, and Extreme Winter Recovery (EWR) program. Based on estimated project costs and anticipated offsets from New York State aid, the net-to-county request is \$10,357,193.

A detailed breakdown of the specific projects and their estimated costs are attached for your reference. Please let me know if you have any questions.

cc: Mary F. Aldrich, MA, CPFO, Director of Fiscal Services, DPW

attch.

2026 Highway & Bridge Improvement Program

The Department of Public Works Highway Management Divisions (Engineering and Highway Construction & Maintenance) conduct a Capital Highway and Bridge Improvement Program each year. The program goal is to maintain, repair and improve our County transportation system, which includes 172 bridges, 203 large drainage culverts, and 395 centerline miles of roads. The highway system also includes parking lots, storm water drainage systems (pipes, catch basins and ditches), 44 traffic control signals or beacons, and other safety devices (signs, guide rail, pavement markings, etc.).

Planned programs for 2026 include: *Pavement Management Program*, *Bridge and Culvert Improvement Program*, and *Highway, Safety and Drainage Improvement Program*. The total cost for projects included in this request is estimated at \$16,875,000.

The County expects to receive approximately \$4,222,119 in *Consolidated Highway Improvement Programs* (CHIP) funds, \$1,033,615 *PaveNY* funds, \$572,996 *Extreme Winter Recovery* (EWR) funds and \$689,077 *Pave Our Potholes* (POP) funds from New York State that will offset 2026 capital project costs.

Based on estimated project costs and anticipated offsets from New York State aid, the net 2026 request is \$10,357,193.

Summary Breakdown of Request:

Estimated Program Amount	Program Description
\$2,750,000	Pavement Management Program
\$11,275,000	Bridge and Culvert Improvement Program
\$2,850,000	Highway, Safety and Drainage Improvement Program
\$16,875,000	Estimated Total 2026 Projects Cost
(\$4,222,119)	Estimated 2026 CHIPs Revenue (NYS)
(\$1,033,615)	Estimated 2026 PaveNY Revenue (NYS)
(\$572,996)	Estimated 2026 Extreme Winter Recovery (EWR) Revenue (NYS)
(\$689,077)	Estimated 2026 Pave Our Potholes (POP) Revenue (NYS)
\$10,357,193	2026 Net Request (Bond costs not included)

Pavement Management Program

The 2026 Pavement Management program involves resurfacing or reconstruction of approximately 15 centerline miles of County highways using both contractors and County forces. Special surface treatments, developed to extend pavement life, may be performed by contractors with the necessary equipment and expertise. Work necessary to prepare the highways for resurfacing or reconstruction, such as culvert pipe replacement, ditch and drainage system repairs and localized surface repairs are included within the scope of this program. In addition, replacement of pavement markings is included within this program. All such work is eligible for CHIPS funding. The estimate for current year funding of this project is \$2,750,000. PaveNY, EWR, CHIPS and POP funding will be used to offset this program.

Bridge & Culvert Improvement Program

Bridge R-13 Replacement and Bridge R-14 Rehabilitation, South Mill Road. Bridge R-13 was constructed in 1954 and consists of precast concrete box beams with an asphalt overlay. The precast beams and supporting structure are deteriorating. The bridge received a yellow flag in 2025 due to advanced deterioration of the precast beams. The bridge is rated a 4. Bridge R-14 is approximately 0.5 miles from R-13 and was constructed in 1939. Bridge R-14 is a cast-in-place concrete arch founded on bedrock. Various elements of the bridge show signs of advanced deterioration. R-14 is rated a 5. Plans and specifications will be prepared by consultants. Design and right-of-way acquisition is estimated at \$350,000. The project will be bid for construction in Fall 2028. The current request is for \$350,000.

Bridge L-8 Replacement, Barmore Road over Sprout Creek. The bridge consists of precast concrete box beams installed in 1985 on existing abutments of unknown age. The beams and abutments are showing signs of advanced deterioration. The bridge received a yellow flag in 2025 due to the advanced deterioration of the beams. The bridge has a rating of 4. Plans and specifications are being prepared by consultants. Construction will be performed by contracted services and construction inspection will be performed by consultants. Plans and specifications will be prepared by consultants. Design and right-of-way acquisition is estimated at \$300,000. The project will be bid for construction in Fall 2028. The current request is for \$300,000.

Bridge M-20 Replacement, Salisbury Turnpike over Little Wappinger Creek, Town of Milan. The bridge has deterioration of the concrete substructure and steel superstructure. This bridge was constructed in 1939 and has a general rating of 4. Plans and specifications will be prepared by consultants. Construction will be performed by contracted services and construction inspection will be performed by consultants. Design and right-of-way acquisition was funded in 2023. The project will be bid for construction in Fall 2026 for construction in spring of 2027. Construction is estimated at \$1,750,000 and construction inspection at \$250,000. The current request is for \$2,000,000.

Bridge F-2, CR 34 (Jackson Street) over the Forge Brook, Town of Fishkill. This bridge consists of two large diameter metal pipes with concrete headwalls and wingwalls. The inverts of the pipes have significant deterioration, and the bridge was flagged for the condition by NYSDOT in 2023. The bridge was built in 1973 and has a condition rating of 4. Plans and specifications will be prepared by consultants. Construction will be performed by contracted services and construction inspection will be performed by consultants. Design and right-of-way acquisition was funded in 2024. The project will be bid for construction in Fall 2026 for construction in spring of 2027. Construction is estimated at \$3,700,000 and construction inspection at \$300,000. The current request is for \$4,000,000.

Culvert N-24 Replacement, CR 64 (McGhee Hill Road) over tributary to the Bean River, Town of North East. This culvert consists of a concrete slab on concrete abutments and footings. The concrete elements all have signs of significant deterioration. The culvert has a rating of 4. Plans and specifications will be prepared by in-house staff. The project will be bid for construction in Fall of 2028. Specialty consultants and right-of-way costs are estimated at \$75,000. The current request is for \$75,000.

Culvert B-16 Replacement, CR 7 (Beekman-Poughquag Rd) over the Pine Brook, Town of Beekman. This culvert consists of a 6' metal pipe and a concrete culvert. The concrete portion of the culvert is in a state of advanced deterioration. The culvert has a condition rating of 3. Plans and specifications will be prepared by in-house staff. The project will be bid for construction in Fall of 2028. Specialty consultants and right-of-way costs are estimated at \$75,000. The current request is for \$75,000.

Culverts H-30 and H-31 Replacement, CR 39 (Cream Street) over unnamed creek, Town of Hyde Park. Both of these culverts consist of corrugate metal pipes with significant corrosion. Both culverts have a condition rate of 4. Plans and specifications will be prepared by consultants. The project will bid for construction in Fall of 2028. Design and right-of-way acquisition is estimated at \$275,000. The current request is for \$275,000.

Culvert D-8 Replacement, CR 24 (Chestnut Ridge Road) over unnamed creek, Town of Dover. Culvert D-8 is a 10-foot concrete box culvert constructed in 1936. The concrete structure is deteriorating. The culvert has a condition rating of 4. Design and right-of-way acquisition was funded in 2024. The project will be bid for construction in Fall 2026 for construction in spring of 2027. Construction is estimated at \$800,000 and construction inspection at \$225,000. The current request is for \$1,025,000.

Culvert WP-35 Replacement, CR 94 (All Angels Hill Road) over unnamed stream, Town of Wappinger. Culvert WP-35 consists of one 48" corrugated metal pipe and one 48" reinforced concrete pipe. This culvert has significant deterioration of the metal culvert and has a history of flooding. The culvert has a condition rating of 3. The design was funded in 2024. Construction is estimated to cost \$1,500,000 and construction inspection is estimated to cost \$225,000.

The project is anticipated to be bid in Fall 2026 for construction in summer of 2026. The current request is for \$1,725,000.

Culvert S-25 Replacement, CR 87 (Millis Lane) over the Hunns Lake Creek. This culvert is an approximately 18' span steel beam and concrete deck culvert on cast-in-place abutments. Repairs were made in 2024 due to major deterioration in the beams resulting in a rating of a 2 at the time. Design efforts have been funded through operational funds. The project is anticipated to bid in Fall of 2026 for construction in summer of 2027. Construction is estimated at \$1,000,000 and construction inspection at \$200,000. The current request is for \$1,200,000.

Culvert PA-32 Replacement, CR 30 (Holmes Road) over an unnamed stream, Town of Pawling. This culvert consists of a 9' diameter corrugated metal pipe. The block wingwall for this culvert have collapsed into the stream, some blocks have become lodged inside the culvert, and the joint between the pipes is separating. The culvert has a rating of 3. Plans and specifications will be prepared by an outside consultant. The project is anticipated to be constructed in 2028. Specialty consultants and right-of-way costs are estimated at \$250,000. The current request is for \$250,000.

Highway Safety and Drainage Improvement Program

CR 35 (Osborne Hill Road) and CR 34 (Baxtertown Road) Drainage Improvements, Town of Fishkill. A closed drainage system along these roads are in a state of advanced deterioration and need to be replaced. Design and right-of-way funding was approved in 2024. The project is anticipated to bid in Fall of 2026 for construction in summer of 2027. Construction is estimated at \$2,000,000 and construction inspection at \$250,000. The current request is for \$2,250,000.

Miscellaneous Drainage, Safety and Parking Lot Improvements, County-wide. This request is to fund capital repairs to culverts, large pipes, and drainage systems as necessary. These projects may also include repairs to parking lots and other safety-related improvements. Severe weather, unforeseen damage and unanticipated repair needs require the Department to maintain the ability to expend funds on capital projects to keep the transportation system safe and operational. The current request includes \$300,000

Guide Rail/Bridge Rail Installation, Repair or Replacement, County-wide. This request is to fund installation, repair or replacement of highway guide rail or bridge rail at various locations throughout the county road system. The current request includes \$300,000.

Note: Estimates for individual projects are approximate based on current information. Some projects may actually come in lower or higher than estimated; however, the cost for all projects combined will be within the total \$16,875,000.

RESOLUTION NO. 2026065

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

Legislators POLASEK, BRENDLI, HOUSE, KAUL, LAWLER, REDL, RHODES,
SHAH, TRESKA and WINSBY offer the following and move its adoption:

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

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

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

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

CA-041-26
03/27/26
BP/mar/rjw;
G-1720-F
Fiscal Impact: See attached

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss

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 12th day of May, 2026, 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 12th day of May, 2026



[Signature]
JULIE SHROPSHIRE, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

ae County Executive

SL County Attorney (as to form)

RS SL DPW

SUE SERINO
COUNTY EXECUTIVE



ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Gregg Pulver, Assistant County Executive

FROM: Robert H. Balkind, P.E., Commissioner



DATE: March 10, 2026

**RE: RESOLUTION REQUEST – AUTHORIZATION TO EXECUTE AGREEMENTS
WITH VARIOUS MUNICIPALITIES IN DUTCHESS COUNTY FOR SNOW AND
ICE CONTROL SERVICES**

The Public Works Commissioner, in his capacity as the County Superintendent of Highways has general charge and supervision of constructing, improving, repairing and maintaining all County roads. This duty includes clearing snow and ice from County roads. In order to perform this work as efficiently and swiftly as possible, the Commissioner desires to contract with towns within the County that have expressed interest in doing this work and that possess sufficient snow and ice control equipment, personnel and materials to properly perform the work.

The County Commissioner of Public Works may, pursuant to Dutchess County Administrative Code Article 14.01(b) and Article 33.01, and Dutchess County Charter Section 33.02, contract with the Town for snow removal and for salting or otherwise treating County roads for the purpose of removing the danger of ice and snow.

The rate of payment to each town shall be in accordance with the following rate table, which is based on the total amount of centerline miles that will be cleared by the Town annually. The payment table for the 2026-2027 winter is as follows:

Town Mileage	Annual Payment
Up to 10 miles	\$5,900 per centerline mile
Up to 15 miles	\$6,150 per centerline mile
Up to 20 miles	\$6,400 per centerline mile
Over 20 miles	\$6,650 per centerline mile

The County currently contracts with six towns and is seeking to include other towns in the program. Funds are available within the 2026 budget for this program. The Department is seeking the Legislature's authority to allow the County Executive to sign all needed documents to fully execute the inter-municipal agreements with each town in the program.

cc: Mary F. Aldrich, MA, CPFO, Director of Fiscal Services, DPW

attch.

626 Dutchess Turnpike, Poughkeepsie, New York 12603 | (845) 486-2085 | www.dutchessny.gov

FISCAL IMPACT STATEMENT



NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

The cost of the contracted services with all towns in the snow and ice control program are already included within the Department's 2026 operating budget. There is no added financial impact from this request.

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



Prepared On: 3/9/26

Intermunicipal Agreement for Snow Removal and Ice Control Services

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation having its office and place of business at 22 Market Street, Poughkeepsie, New York, 12601, hereinafter referred to as the "**County**," and the **TOWN** _____, a municipal corporation within the County of Dutchess, having its office and place of business at _____, hereinafter referred to as the "**Town**."

W I T N E S S E T H

WHEREAS, the County owns, operates, and maintains a highway system in the towns and villages of the County, and

WHEREAS, the County Commissioner of Public Works, in his capacity as the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roads, and

WHEREAS, County funds may be expended for the control and removal of snow and ice from County roads, and

WHEREAS, the County desires to contract with the Town for the control and removal of snow and ice from County roads within the Town, and

WHEREAS, the County Commissioner of Public Works may, pursuant to Dutchess County Administrative Code Article 14.01(b) and Article 33.01, and Dutchess County Charter Section 33.02, contract with the Town for snow removal and for salting or otherwise treating County roads for the purpose of removing the danger of ice and snow, and

WHEREAS, the Town has appropriate snow and ice removal equipment, sufficient snow and ice control personnel and sufficient materials on hand to contract with the County for snow and ice control services, and

WHEREAS, the Supervisor of the Town has been authorized to execute this Intermunicipal Agreement pursuant to the Town Board Resolution No. _____, (attached hereto as **Exhibit A**), and

WHEREAS, the County Executive has been authorized to execute this Intermunicipal Agreement pursuant to Dutchess County Legislature's Resolution No. _____, (attached hereto as **Exhibit B**)

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration hereinafter set forth and pursuant to Section 135-a of the New York State Highway Law, the parties hereto mutually agree that the Town will provide snow and ice control services on a portion of the County highway system within the Town and that the County will pay for, and reimburse the Town for the provision of these services in the manner described herein.

I. TERM OF THE AGREEMENT:

The term of this Agreement shall be for a period of one (1) year beginning **October 1, 2026**, and expiring on **September 30, 2027**.

II. EXTENSION:

This Agreement may be extended for two (2) additional periods of one (1) year each, upon such terms and conditions as the parties may agree.

III. SCOPE OF WORK:

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

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

IV. SERVICES TO BE PROVIDED:

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

Snow Control Goals

Perform work in accordance with Dutchess County Department of Public Works Snow & Ice Control Guidelines, dated October 5, 2020.

Removal of Snow from Intersections

Snow shall be cleared from intersections with County/County or County/Town roads sufficiently to provide adequate sight distance and safety (attached hereto as **Exhibit C**).

Material Application Rate

The application rate of Traction Sand or Anti-Icing/De-Icing Agents on County roads shall be based on prevailing and expected weather conditions in accordance with Dutchess County Department of Public Works Snow & Ice Control Guidelines, dated October 5, 2020.

V. LEVEL OF SERVICE:

The Town will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to meet the objectives of the Dutchess County Department of Public Works Snow & Ice Control Guidelines, dated October 5, 2020. The Town shall clear such County highways of snow and ice as designated by the County, to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms as may be deemed by the County to be in the best interest of the public.

The County roads on which the Town is to perform snow and ice control operations are attached to this agreement as **Exhibit D**.

VI. PAYMENT:

Payment will be \$X,XXX.XX per centerline mile of County Road for the period of October 1, 2026 through September 30, 2027. The payment is based on the following percentages:

- 51% for materials.
- 46% for labor and equipment.
- 3% for inspection and supervision.
- In the event that unusual weather conditions occur which cause the Town to utilize considerably more or less resources than expected to perform the work, the Dutchess County Department of Public Works Commissioner and the Town Supervisor agree to meet to discuss adjustments to the Payment terms of this Agreement.
- The Town shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller.

VII. PAYMENT SCHEDULE:

The total due will be computed by multiplying the amount of county road miles assigned (pursuant to **Exhibit D**) by the annual cost per mile. This total amount due will be paid in two payments. The first payment of 50% will be made on December 1, 2026. The final payment of 50% will be made by April 30, 2027. This final payment will include any adjustments that may arise during the winter season.

VIII. INDEMNIFICATION:

The Town agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from this Agreement. The Town shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York

General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

IX. INSURANCE REQUIREMENTS:

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

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

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Works Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Town is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

2. Commercial General Liability

- a. Insurance coverage including blank contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability.
- c. The County must be listed as an additional insured.
- d. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

3. Automobile Liability

- a. Insurance coverage for all owned, scheduled, hired and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000.
- b. This insurance shall include coverage for bodily injury and property damage.

- c. The County must be listed as additional insured

4. CERTIFICATE HOLDER AND ADDITIONAL INSURED SHALL BE NAMED AS:

County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

5. Excess/Umbrella Liability

- a. with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate.
- b. The County must be included as additional insured.

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

- a. The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess and automobile liability policies.

County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

- b. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- c. The commercial general and automobile policies are primary and noncontributory.
- d. The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- e. The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- f. If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

7. All policies of insurance referred to above

- a. shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better.

- i) In the alternative, the policies of insurance referred to above may be underwritten

by non-Admitted companies with an A.M. Best financial strength rating of A+ or higher.

b. In addition, every policy required above shall be primary and noncontributory.

c. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Town. The Town shall be solely responsible for any deductible losses under each of the policies required above.

8. Payment(s) to the Town may be suspended in the event the Town fails to provide the required insurance documentation in a timely manner.

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

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

a. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Town to replace the cancelled insurance policy or rectify any material change in the policy so that the insurance coverage required by the paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Prior to canceling this Agreement, the Town shall be given ten (10) calendar days to cure the insurance policy.

i) Failure of the Town to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Town from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Town concerning indemnification.

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

X. EXECUTORY:

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

employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

XI. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS; ELECTRONIC SIGNATURES:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means, including but not limited to facsimile, email and signature platforms such as DocuSign, shall have the same legal effect and enforceability as manually signed paper originals. The parties hereby agree that electronic signatures used in accordance with the Electronic Signatures and Records Act (ESRA), New York State Technology Law Article 3, are expressly permitted and shall be considered valid and binding.

XII. ENTIRE AGREEMENT:

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

IN WITNESS HEREOF, the parties have executed this Agreement this ____ day of _____, 2026.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney's Office

A. Gregg Pulver, Deputy County Executive

APPROVED AS TO CONTENT:

ACCEPTED: TOWN OF _____

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

Name
Town Supervisor

Paul Sonnenberg
Director of Highway Construction & Maintenance

RESOLUTION NO. 2026066

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY AND ADOPTION OF DETERMINATION OF NO SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACT IN CONNECTION WITH DEPARTMENT OF PUBLIC WORKS COUNTY ROUTE 85 (SOUTH MILL ROAD) SLOPE FAILURE AND ROAD REPAIR PROJECT, TOWN OF RHINEBECK, DUTCHESS COUNTY

Legislators VALDÉS SMITH, ATKINS, MUNN, BRENDLI, KEARNEY, LAWLER, RHODES and SHAH offer the following and move its adoption:

WHEREAS, the County is the owner of County Route 85 South Mill Road (“CR 85”) and is responsible for the maintenance and improvement of same, and

WHEREAS, the Department of Public Works (“DPW”) has advised that in July of 2024, CR 85 was closed to all traffic due to a significant settlement of the road embankment as a result of a deep slope failure under the road embankment which required analysis and repairs, and

WHEREAS, by Resolution No. 2024189, the County allocated \$100,000 for consulting services to conduct a preliminary assessment and develop feasible solutions for this project, and

WHEREAS, by Resolution No. 2025066 the County authorized \$378,750 for consultant services to perform detailed studies, engineering designs, purchase needed rights-of-way and prepare bid documents for the improvements as well as preparation of the environmental assessment forms for this project, and

WHEREAS, in cooperation with its consultant, DPW completed a Short Environmental Assessment Form which documented the potential environmental impacts of the project, and

WHEREAS, based on the foregoing, it was determined that the proposed project (1) constitutes an Unlisted Action pursuant to Article 8 of the Environmental Conservation Law (the “New York State Environmental Quality Review Act” or “SEQRA”) and its implementing regulations at 6 NYCRR Part 617, and (2) will not result in any significant adverse environmental impacts, and

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

WHEREAS, 6 NYCRR Part 617 requires the designation of a lead agency from among the involved agencies before a determination of significance can be made, and

WHEREAS, on January 23, 2026, DPW circulated the proposed action to all involved agencies of its intent to serve as lead agency in accordance with 6 NYCRR 617.6, and after the thirty-day response period there were no objections received, and

PUBLIC WORKS

WHEREAS, it is the purpose of this resolution to establish Dutchess County as lead agency, which will directly undertake and coordinate this project pursuant to SEQRA, and

WHEREAS, a copy of the Short Environmental Assessment Form and the finding that the proposed action will not result in any significant adverse environmental impacts are annexed hereto and made a part hereof, now therefore, be it

RESOLVED, that Dutchess County hereby assumes lead agency status for this project and this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works' consultant that the proposed project entitled County Route 85 (South Mill Road) Slope Failure and Road Repair Project in the Town of Rhinebeck, Dutchess County, will not result in any significant adverse environmental impacts.

CA-051-26
BP/rjw
R-1078
04/07/26
Fiscal Impact: See Attached

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 11th day of May, 2026 and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 15th day of May, 2026.



Julie Nitrois II
JULIE NITROIS II, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

CE County Executive

BP County Attorney (as to form)

DW/BP Public Works

BM Budget

SUE SERINO
COUNTY EXECUTIVE



ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Gregg Pulver, Assistant County Executive

FROM: Robert H. Balkind, P.E., Commissioner 

DATE: April 2, 2026

**RE: RESOLUTION REQUEST – ADOPTION OF SEQR LEAD AGENCY AND
DETERMINATION OF NO SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACT
FOR CR 85 (SOUTH MILL ROAD) SLOPE FAILURE AND ROAD REPAIR,
TOWN OF RHINEBECK**

DPW's Engineering Division has been working with a consultant to perform planning, permitting and engineering design services, including development of bid documents for a project to repair a slope failure and collapsed roadway along a portion of County Route 85 (South Mill Road) in the Town of Rhinebeck. In November 2024, Resolution No. 2024189 was adopted to allocate \$100,000 for consulting services to conduct a preliminary assessment and develop feasible solutions. In May 2025 the Legislature adopted Resolution No. 2025066 which authorized \$378,750 for consultant services to perform detailed studies, engineering designs, purchase needed rights-of-way and prepared bid documents for the improvements. This work included preparation of the environmental assessment forms. The project was determined to be a SEQR Unlisted Action.

SEQR Lead Agency notices were sent to interested and involved agencies on January 23, 2026, and after the thirty-day response period, no agency responded to challenge the County's intent to serve as Lead Agency. In cooperation with the County's consultant, the Department completed a Short Form Environmental Assessment Form (SEAF) which documented potential environmental impacts. In conjunction with our consultant, the Department has concluded that the Unlisted Action will have No Significant Adverse Environmental Impact. The SEQR Lead Agency Notice and SEAF are attached to this memo. The Department is seeking the Legislature's adoption of the County's Lead Agency status, and to adopt the Determination of No Significant Adverse Environmental Impact for the proposed project.

FISCAL IMPACT STATEMENT



NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

The Department has been working with a consultant to perform planning, permitting and engineering design services, including development of bid documents for a project to repair a slope failure and collapsed roadway along a portion of County Route 85 (South Mill Road) in the Town of Rhinebeck. The project was determined to be a SEQR Unlisted Action. A Short Environmental Assessment Form (SEAF) was completed, and the Department circulated for Lead Agency status. The SEAF and SEQR Circulation Notice is attached to this request. The Department is seeking the Legislature's adoption of the County's Lead Agency status, and to adopt the Determination of No Significant Adverse Environmental Impact for the proposed project.

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



Prepared On: 4/02/26

Chiarello, Regina

From: Chiarello, Regina
Sent: Friday, January 23, 2026 3:07 PM
To: john.petronella@dec.ny.gov; espinzia@rhinebeckny.gov; cenan.reg@usace.army.mil; Linda.Cooper@parks.ny.gov
Cc: Balkind, Robert; Dutcavich, Mathew
Subject: SEQR Lead Agency Notice_RE_County Route 85 (Mill Road) Slope Stabilization - Town of Rhinebeck
Attachments: Lead Agency Form CR 85.pdf; CR-85 SEAF Part 1_8.29.25.pdf; SEAF_2+3.pdf; 2025-08-19_CR85_Schematic Plans for Utility Coordination.pdf
Importance: High

This e-mail is sent on behalf of Commissioner Robert H. Balkind, P.E.

Greetings!

Attached please find a SEQR Lead Agency Notice regarding the above listed project.

Please complete the annexed Lead Agency Form and return it to the contact person listed therein (DPW Commissioner Robert H. Balkind, P.E.) prior to the expiration date of thirty-day notice.

Thank you,
Regina

Regina Chiarello
Confidential Administrative Assistant
Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603
Phone: (845) 486-2085 Fax: (845) 486-2940
Email: rchiarello@dutchessny.gov
www.dutchessny.gov

County of Dutchess

NOTICE TO INVOLVED AGENCIES THAT LEAD AGENCY MUST BE DESIGNATED WITHIN THIRTY (30) DAYS

County Route 85 (Mill Road) Slope Stabilization Town of Rhinebeck

Date: 1/23/26

This Notice is issued pursuant to Part 617.6 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law to designate a lead agency.

The Dutchess County Department of Public Works is intending to perform a project to stabilize a failed slope along County Route 85 (CR 85), in the Town of Rhinebeck. The work involves the installation of driven steel piles, a geosynthetic reinforced retaining walls, roadway reconstruction, and related paving, drainage, and guide rail.

The action has been determined to be an Unlisted Action, pursuant to the New York State Environmental Quality Review Act (SEQRA) 6 NYCRR Part 617.

LEAD AGENCY DESIGNATION

Under the applicable standards of 6 NYCRR Part 617.6(b), the County of Dutchess concludes that it should be designated as the lead agency in the coordinated environmental review of the action. This notification is being sent to involved and interested agencies with the request that you consent to the County of Dutchess serving as lead agency. If, however, you do not agree, you may follow the procedures outlined in 6 NYCRR 617.6(b)(5).

This Notice is being transmitted on January 23, 2026. We ask that each involved agency complete the annexed form and return it to the contact person for receipt prior to the expiration of the required thirty-day notice period who may be contacted for further information.

IF YOU DO NOT RESPOND WITHIN THIRTY (30) DAYS, IT WILL BE INTERPRETED AS CONSENT THAT THE COUNTY OF DUTCHESS SERVE AS LEAD AGENCY. YOU WILL CONTINUE TO BE NOTIFIED OF SEQR DETERMINATIONS AND ANY SUBSEQUENT PROCEEDINGS AND HEARINGS, AS PROVIDED BY LAW.

LEAD AGENCY NOTICE
DATA SHEET

Name of Action: County Route 85 Slope Stabilization

Name of Applicant: Dutchess County

SEQR Status: _____ Type I Action based on the following thresholds:
 X Unlisted Action

Description of Action: The Dutchess County Department of Public Works is intending to perform a project to stabilize a failed slope along County Route 85 (CR 85), in the Town of Rhinebeck. The work involves the installation of driven steel piles, a geosynthetic reinforced retaining walls, roadway reconstruction, and related paving, drainage, and guide rail.

Location of Action: County Route 85 (Mill Road), approximately 0.5 miles north of Cove Road, Town of Rhinebeck, Dutchess County

Tax Map No.(s): 6168-00-038680, 6068-00-991742

Size of parcel(s): N/A

Size of Action area: 0.93 Acres

For further information, please contact:

*Robert H. Balkind, P.E., Commissioner
Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603
Phone: (845) 486-2925
Email address: rbalkind@dutchessny.gov*

Thank you for your cooperation.

DATED: January 23, 2026

ATTACHMENTS TO THIS NOTICE:

[X] Short Environmental Assessment Form (EAF)
[X] Preliminary Site Plan
[X] Location Map

A copy of this Notice is being sent to:
INVOLVED AGENCIES:

INTERESTED AGENCIES:

Town of Rhinebeck
80 East Market Street
Rhinebeck, NY 12572

NYS Department of Environmental Conservation
21 South Putt Corners Road
New Paltz, NY 12561-1620

U.S. Army Corps of Engineers
New York District
ATTN: Regulatory Branch, Room 16-400
26 Federal Plaza
New York, NY 10278-0090

NYS Parks –Taconic Region
9 Old Post Road
PO Box 308
Staatsburg, NY 12580

STATE OF NEW YORK
COUNTY OF DUTCHESS

Proposed Lead Agency: _____ County of Dutchess

Name of Action: County Route 85 Slope Stabilization

**RESPONSE TO REQUEST THAT THE COUNTY OF DUTCHESS SERVE AS LEAD AGENCY
REGARDING THE ABOVE ACTION**

On behalf of _____, I, _____, acknowledge receipt of the Lead Agency Notice in this matter.

The above-named involved agency hereby:

[PLEASE CHECK ONE]

- ☐ **CONSENTS** that the County of Dutchess serve as lead agency in this application and requests that the undersigned continue to be notified of SEQR determinations, proceedings and hearings in this matter.
- ☐ **DOES NOT CONSENT** to the County of Dutchess serving as lead agency in this application and wishes that _____ serve as lead agency. To contest lead agency designation, the undersigned intends to follow the procedures outlined in 6 NYCRR 617.6(b)(5).
- ☐ **TAKES NO POSITION** on Lead Agency designation.

Any agency raising a dispute must be ready to assume the lead agency if such agency is designated by the commissioner per 6 NYCRR 617 (5) (I).

DATED: _____,
_____, New York

Agency Name

By: _____
[signature]

[print signer's name]

Please return to:

Robert H. Balkind, P.E., Commissioner
Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

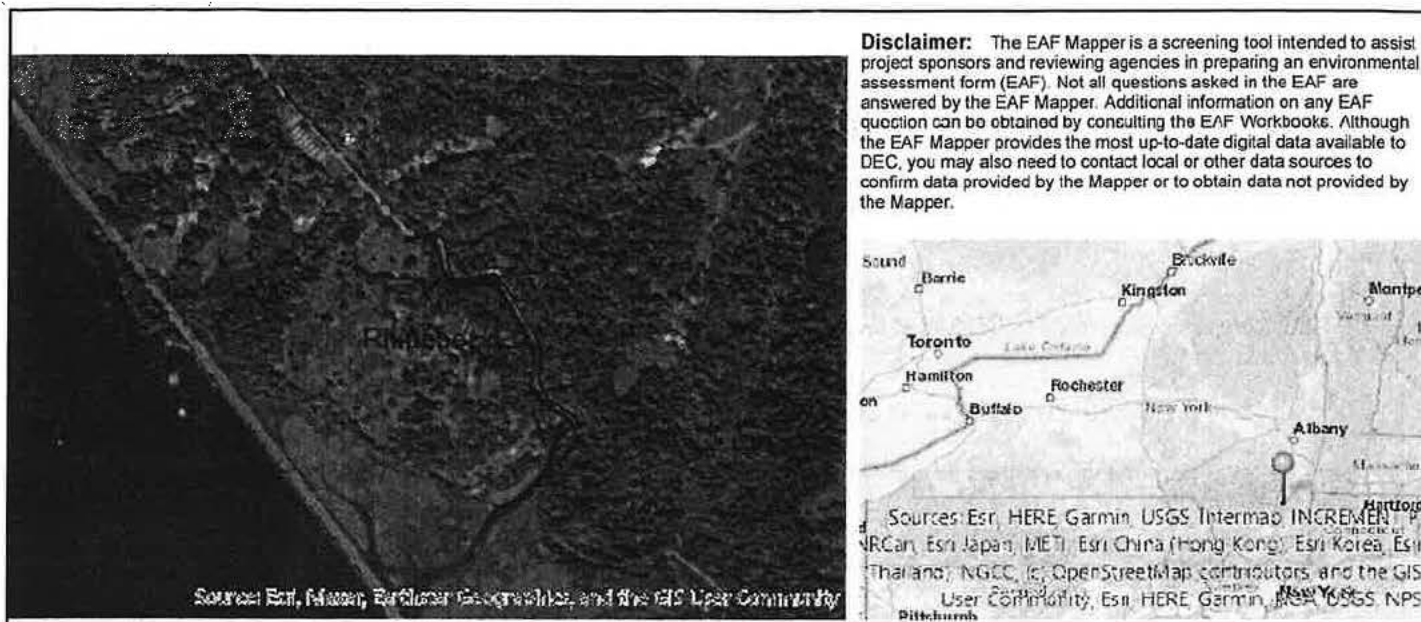
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: CR-85 Slope Repair Project			
Project Location (describe, and attach a location map): Dutchess County Route 85 (S Mill Road), between the bridge over Landsman Kill near Vanderburgh Cove and the driveway of 655 CR-85			
Brief Description of Proposed Action: The project involves the repair of an existing road that is in disrepair and will include: driven steel piles at two regions, engineered slope construction to restore roadside border, roadway subgrade improvements, roadway superelevation to establish gutter along uphill shoulder, roadway pavement reconstruction, new closed-drainage along the project length, existing uphill shoulder retaining wall to remain, overhead utility relocation, tree clearing for overhead utility realignment, guiderail replacement along the project length, signing and striping replacement, and vegetative restoration.			
Name of Applicant or Sponsor: Dutchess County Department of Public Works		Telephone: (845) 486-2925 E-Mail: mducavich@dutchessny.gov	
Address: 626 Dutchess Turnpike			
City/PO: Poughkeepsie		State: NY	Zip Code: 12603
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☐ YES ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSDOT, NY SHPO, USFWS, NYSDOS			NO ☐ YES ☒
3. a. Total acreage of the site of the proposed action? _____ ~0.93 acres b. Total acreage to be physically disturbed? _____ ~0.93 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ ~0.93 acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☒ Forest ☐ Agriculture ☒ Aquatic ☐ Other(Specify): ☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☐	☒	
Is located in the Hudson River Historic District and adjacent to several listed buildings.	☐	☒	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☒ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-eared Bat, Shortnose Sturgeon, Atlantic Sturgeon, Bald Eagle, Indiana Bat	NO	YES
	☐	☒
16. Is the project site located in the 100-year flood plan?	NO	YES
	☐	☒
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☐	☒
a. Will storm water discharges flow to adjacent properties?	☐	☒
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☒
Storm water will be directed to established conveyance systems and new field inlets, drainage conveyances, and drainage manholes are proposed.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☐	☒
The Hudson River PCB Sediments remediation site is located south of the project area.		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Mathew Dutcavich</u> Date: <u>1/16/2026</u>		
Signature: <u>Mathew Dutcavich</u> Title: <u>Director of Engineering</u>		



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat, Shortnose Sturgeon, Atlantic Sturgeon, Bald Eagle, Indiana Bat
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

Project:

Date:

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Agency Use Only (If applicable)

Project:

Date:

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

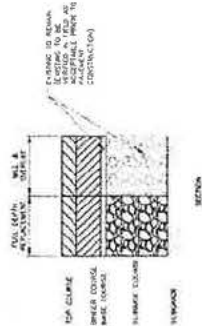
The proposed project will occur almost entirely within the existing highway right-of-way and will have minimal impact on surrounding properties. The project involves driving steel piles, the construction of geosynthetic reinforced walls, reconstruction of an existing highway, and minor drainage improvements. All disturbed grounds will be restored with topsoil and seed, and will be allowed to vegetate naturally. No buildings, walls, or structures other than the road will be impacted. During construction standard practices will be employed to control sediment and erosion from impacting surrounding downhill properties. The nearby waterway is far enough removed from the project location that runoff will not negatively impact water quality. There are no public or private utilities within the project limits. All impacts from the construction will be temporary in nature. No permanent impacts to the environment will occur, and the project will restore the use of the road to the public.

☐	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
☒	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
Dutchess County	
Name of Lead Agency Robert H. Balkind, P.E. DPW Commissioner Print or Type Name of Responsible Officer in Lead Agency Signature of Responsible Officer in Lead Agency Date 1/23/26 Commissioner Title of Responsible Officer Mathew Dutcarich Signature of Preparer (if different from Responsible Officer)	

PRINT FORM



TYPICAL ROADWAY SECTION



SPICE

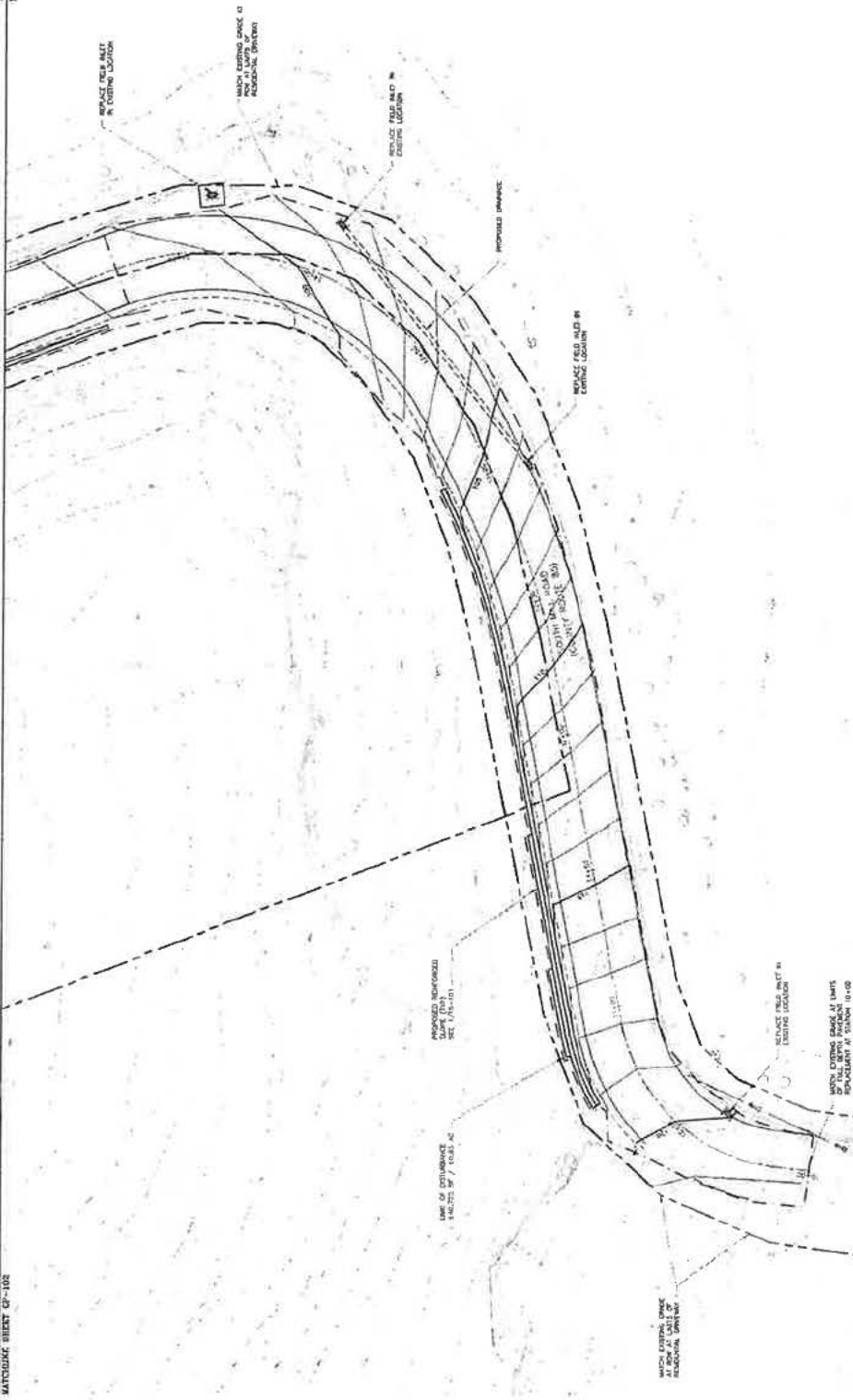
TYPICAL PAVEMENT REPLACEMENT

2210 475

Dig Safely.
New York

[illegible]

MATCHLINE SHEET GP-101
MATCHLINE SHEET GP-103



GRADING AND DRAINAGE PLAN

CR85 SLOPE FAILURE
SOUTH MILL RD (CR85)
TOWN OF RHINEBECK

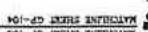
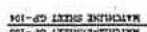
DATE	9/19/2012	INSTRUMENT NO.	DR-101	REV.	0
TIME	1:30 PM	TESTER			

Network Engineering Consultants, Geophysics & Land Surveys, D.P.C.
70 Pleasant Hill Road
P.O. Box 27
Jamaica, N.Y. 11433
Phone: (847) 236-5858
(847) 649-8333
www.technicalengineering.com

[illegible][illegible][illegible]

ING REQUIRED IS ESTIMATED SPECIFICALLY FOR THE CLIENT AND PROJECT. ECONOMIC, PERSON, MODIFICATION, ALLOCATION, INVOICES, SUPPLIES, OR USE WITHOUT THE CONSENT OF TITANIC IS STRICTLY PROHIBITED. ANY VIOLATION WILL BE CONSIDERED A BREACH OF THE AGREEMENT. THIS OFFENSE, ALL RIGHTS RESERVED.

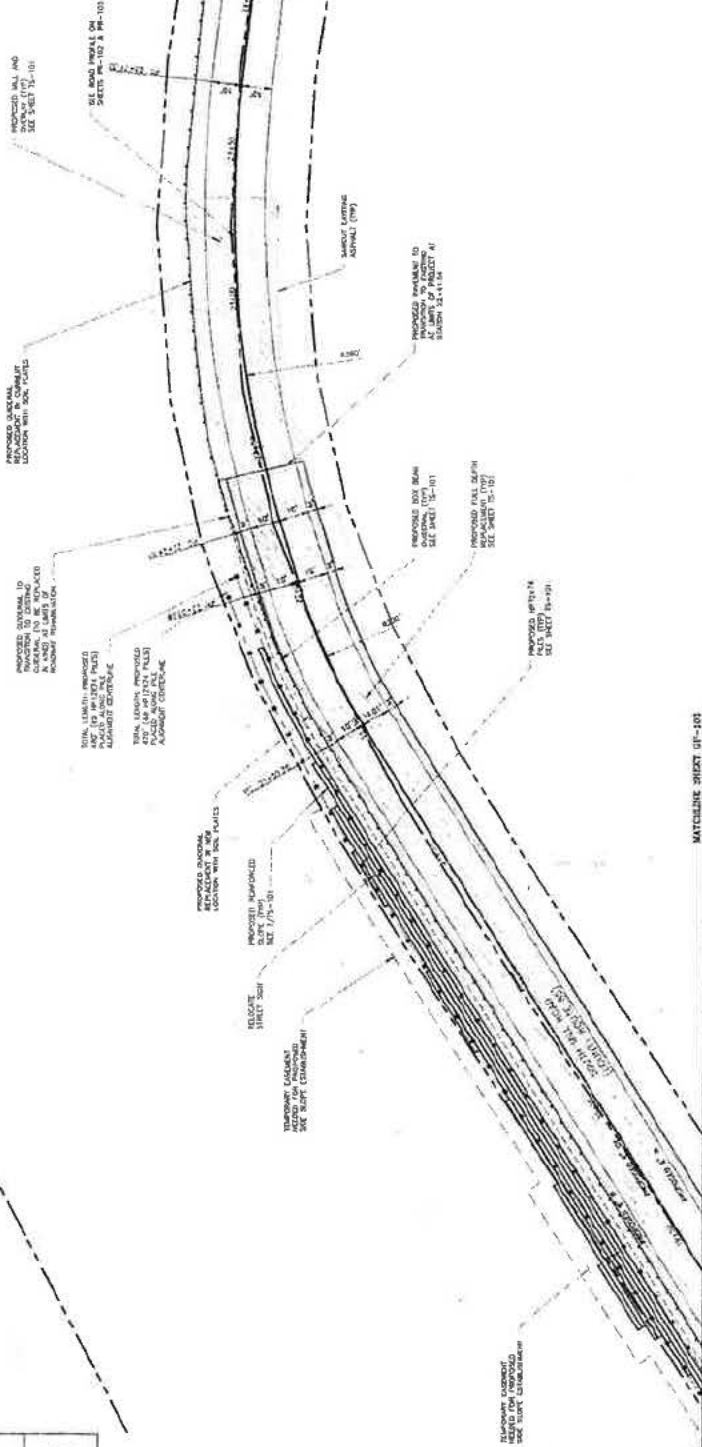
CMYK 4 2 20 46 40 20 25



PAYMENT REPLACEMENT LEGEND	
☐	ALL NORTH CAROLINA 1. 1ST OF 00-00-00 00-00-00 00-00-00 2. 2ND OF 00-00-00 00-00-00 00-00-00 3. 3RD OF 00-00-00 00-00-00 00-00-00 4. 4TH OF 00-00-00 00-00-00 00-00-00 5. 5TH OF 00-00-00 00-00-00 00-00-00 6. 6TH OF 00-00-00 00-00-00 00-00-00 7. 7TH OF 00-00-00 00-00-00 00-00-00 8. 8TH OF 00-00-00 00-00-00 00-00-00 9. 9TH OF 00-00-00 00-00-00 00-00-00 10. 10TH OF 00-00-00 00-00-00 00-00-00 11. 11TH OF 00-00-00 00-00-00 00-00-00 12. 12TH OF 00-00-00 00-00-00 00-00-00 13. 13TH OF 00-00-00 00-00-00 00-00-00 14. 14TH OF 00-00-00 00-00-00 00-00-00 15. 15TH OF 00-00-00 00-00-00 00-00-00 16. 16TH OF 00-00-00 00-00-00 00-00-00 17. 17TH OF 00-00-00 00-00-00 00-00-00 18. 18TH OF 00-00-00 00-00-00 00-00-00 19. 19TH OF 00-00-00 00-00-00 00-00-00 20. 20TH OF 00-00-00 00-00-00 00-00-00 21. 21ST OF 00-00-00 00-00-00 00-00-00 22. 22ND OF 00-00-00 00-00-00 00-00-00 23. 23RD OF 00-00-00 00-00-00 00-00-00 24. 24TH OF 00-00-00 00-00-00 00-00-00 25. 25TH OF 00-00-00 00-00-00 00-00-00 26. 26TH OF 00-00-00 00-00-00 00-00-00 27. 27TH OF 00-00-00 00-00-00 00-00-00 28. 28TH OF 00-00-00 00-00-00 00-00-00 29. 29TH OF 00-00-00 00-00-00 00-00-00 30. 30TH OF 00-00-00 00-00-00 00-00-00 31. 31ST OF 00-00-00 00-00-00 00-00-00 32. 32ND OF 00-00-00 00-00-00 00-00-00 33. 33RD OF 00-00-00 00-00-00 00-00-00 34. 34TH OF 00-00-00 00-00-00 00-00-00 35. 35TH OF 00-00-00 00-00-00 00-00-00 36. 36TH OF 00-00-00 00-00-00 00-00-00 37. 37TH OF 00-00-00 00-00-00 00-00-00 38. 38TH OF 00-00-00 00-00-00 00-00-00 39. 39TH OF 00-00-00 00-00-00 00-00-00 40. 40TH OF 00-00-00 00-00-00 00-00-00 41. 41ST OF 00-00-00 00-00-00 00-00-00 42. 42ND OF 00-00-00 00-00-00 00-00-00 43. 43RD OF 00-00-00 00-00-00 00-00-00 44. 44TH OF 00-00-00 00-00-00 00-00-00 45. 45TH OF 00-00-00 00-00-00 00-00-00 46. 46TH OF 00-00-00 00-00-00 00-00-00 47. 47TH OF 00-00-00 00-00-00 00-00-00 48. 48TH OF 00-00-00 00-00-00 00-00-00 49. 49TH OF 00-00-00 00-00-00 00-00-00 50. 50TH OF 00-00-00 00-00-00 00-00-00 51. 51ST OF 00-00-00 00-00-00 00-00-00 52. 52ND OF 00-00-00 00-00-00 00-00-00 53. 53RD OF 00-00-00 00-00-00 00-00-00 54. 54TH OF 00-00-00 00-00-00 00-00-00 55. 55TH OF 00-00-00 00-00-00 00-00-00 56. 56TH OF 00-00-00 00-00-00 00-00-00 57. 57TH OF 00-00-00 00-00-00 00-00-00 58. 58TH OF 00-00-00 00-00-00 00-00-00 59. 59TH OF 00-00-00 00-00-00 00-00-00 60. 60TH OF 00-00-00 00-00-00 00-00-00 61. 61ST OF 00-00-00 00-00-00 00-00-00 62. 62ND OF 00-00-00 00-00-00 00-00-00 63. 63RD OF 00-00-00 00-00-00 00-00-00 64. 64TH OF 00-00-00 00-00-00 00-00-00 65. 65TH OF 00-00-00 00-00-00 00-00-00 66. 66TH OF 00-00-00 00-00-00 00-00-00 67. 67TH OF 00-00-00 00-00-00 00-00-00 68. 68TH OF 00-00-00 00-00-00 00-00-00 69. 69TH OF 00-00-00 00-00-00 00-00-00 70. 70TH OF 00-00-00 00-00-00 00-00-00 71. 71ST OF 00-00-00 00-00-00 00-00-00 72. 72ND OF 00-00-00 00-00-00 00-00-00 73. 73RD OF 00-00-00 00-00-00 00-00-00 74. 74TH OF 00-00-00 00-00-00 00-00-00 75. 75TH OF 00-00-00 00-00-00 00-00-00 76. 76TH OF 00-00-00 00-00-00 00-00-00 77. 77TH OF 00-00-00 00-00-00 00-00-00 78. 78TH OF 00-00-00 00-00-00 00-00-00 79. 79TH OF 00-00-00 00-00-00 00-00-00 80. 80TH OF 00-00-00 00-00-00 00-00-00 81. 81ST OF 00-00-00 00-00-00 00-00-00 82. 82ND OF 00-00-00 00-00-00 00-00-00 83. 83RD OF 00-00-00 00-00-00 00-00-00 84. 84TH OF 00-00-00 00-00-00 00-00-00 85. 85TH OF 00-00-00 00-00-00 00-00-00 86. 86TH OF 00-00-00 00-00-00 00-00-00 87. 87TH OF 00-00-00 00-00-00 00-00-00 88. 88TH OF 00-00-00 00-00-00 00-00-00 89. 89TH OF 00-00-00 00-00-00 00-00-00 90. 90TH OF 00-00-00 00-00-00 00-00-00 91. 91ST OF 00-00-00 00-00-00 00-00-00 92. 92ND OF 00-00-00 00-00-00 00-00-00 93. 93RD OF 00-00-00 00-00-00 00-00-00 94. 94TH OF 00-00-00 00-00-00 00-00-00 95. 95TH OF 00-00-00 00-00-00 00-00-00 96. 96TH OF 00-00-00 00-00-00 00-00-00 97. 97TH OF 00-00-00 00-00-00 00-00-00 98. 98TH OF 00-00-00 00-00-00 00-00-00 99. 99TH OF 00-00-00 00-00-00 00

PROPOSED STRIPING LEGEND

$R^1 \cdot x = R^2 \cdot \text{WHITE LN}$	BLM NO. 840.20
$R^1 \cdot \text{YN} = R^2 \cdot \text{CROWN} \cdot \text{YCL} \cdot \text{OR} \cdot \text{BL}$	NEW NO. 640.21



and the same holds true for the other two cases. The results of the analysis are shown in Table 1. The results show that the model is able to predict the behavior of the system for all three cases. The model is able to predict the behavior of the system for all three cases. The model is able to predict the behavior of the system for all three cases.	the first two cases, the model is able to predict the behavior of the system for all three cases. The model is able to predict the behavior of the system for all three cases. The model is able to predict the behavior of the system for all three cases.
the first two cases, the model is able to predict the behavior of the system for all three cases. The model is able to predict the behavior of the system for all three cases. The model is able to predict the behavior of the system for all three cases.	the first two cases, the model is able to predict the behavior of the system for all three cases. The model is able to predict the behavior of the system for all three cases. The model is able to predict the behavior of the system for all three cases.

Bakery Sales Info.				
Item	Price	Quantity	Total	Tax
Pastry	1.50	10	15.00	0.00
Cake	2.00	5	10.00	0.00
Bread	0.50	20	10.00	0.00
Donut	0.25	40	10.00	0.00
Cupcake	0.75	15	11.25	0.00
Pie	3.00	3	9.00	0.00
Ice Cream	1.00	10	10.00	0.00
Chocolate	0.50	20	10.00	0.00
Apple	0.75	15	11.25	0.00
Orange	0.50	20	10.00	0.00
Strawberry	0.75	15	11.25	0.00
Blueberry	0.75	15	11.25	0.00
Raspberry	0.75	15	11.25	0.00
Cherry	0.75	15	11.25	0.00
Peach	0.75	15	11.25	0.00
Plum	0.75	15	11.25	0.00
Apricot	0.75	15	11.25	0.00
Pineapple	0.75	15	11.25	0.00
Mango	0.75	15	11.25	0.00
Papaya	0.75	15	11.25	0.00
Guava	0.75	15	11.25	0.00
Pomegranate	0.75	15	11.25	0.00
Jackfruit	0.75	15	11.25	0.00
Coconut	0.75	15	11.25	0.00
Lychee	0.75	15	11.25	0.00
Rambutan	0.75	15	11.25	0.00
Dragonfruit	0.75	15	11.25	0.00
Starfruit	0.75	15	11.25	0.00
Passionfruit	0.75	15	11.25	0.00
Blackberry	0.75	15	11.25	0.00
Blueberry	0.75	15	11.25	0.00
Raspberry	0.75	15	11.25	0.00
Cherry	0.75	15	11.25	0.00
Peach	0.75	15	11.25	0.00
Plum	0.75	15	11.25	0.00
Apricot	0.75	15	1	

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www.tectonicengineering.com

CR85 SLOPE FAILURE SOUTH MILL RD (CR85) TOWN OF RHINEBECK DUTCHESS COUNTY	GP-103	0
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New York**

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CR86 SLOPE FAILURE
SOUTH MILL RD (CR86)
TOWN OF RHINEBEC
DUTCHESS COUNTY

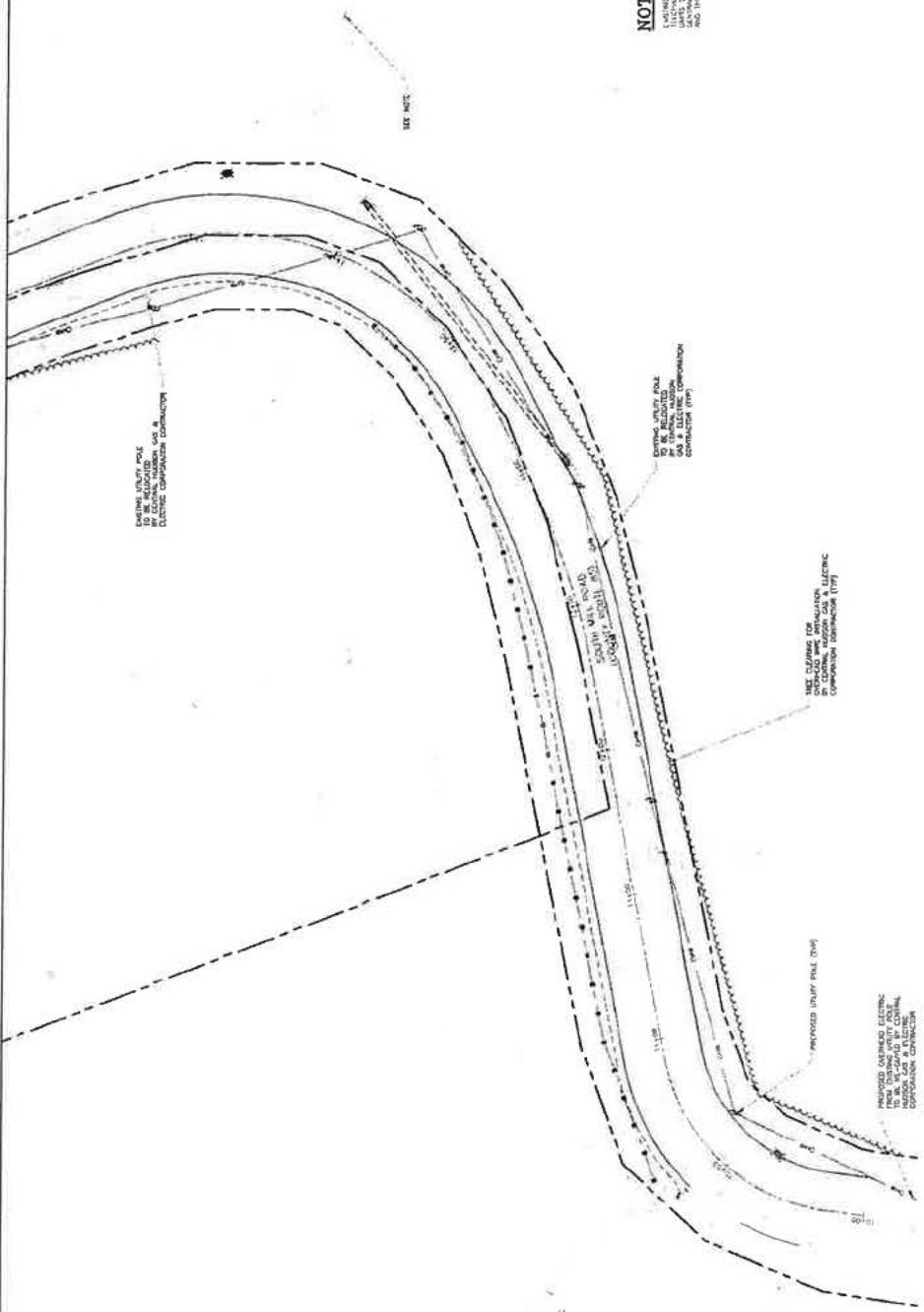
DATE	11/10/2011	INVENTORY NO.	GP-104	Page	0
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PRINTING CONTROL				
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MATCHLINE SHEET GP-101
MATCHLINE SHEET GP-102



NOTE

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

Big Society
New York
1000 Avenue of the Americas
New York, NY 10020
212.692.7862

THE CITY ENGINEER OF THE DISTRICT OF COLUMBIA HAS REVIEWED THE INFORMATION CONTAINED HEREIN AND HAS DETERMINED THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE CITY ENGINEER OF THE DISTRICT OF COLUMBIA HAS REVIEWED THE INFORMATION CONTAINED HEREIN AND HAS DETERMINED THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

THIS DOCUMENT IS PREPARED FOR THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, BY THE ENGINEER OF THE DISTRICT OF COLUMBIA. THE ENGINEER OF THE DISTRICT OF COLUMBIA HAS REVIEWED THE INFORMATION CONTAINED HEREIN AND HAS DETERMINED THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

APPROVED		DESIGNED		CHECKED	
By	Date	By	Date	By	Date

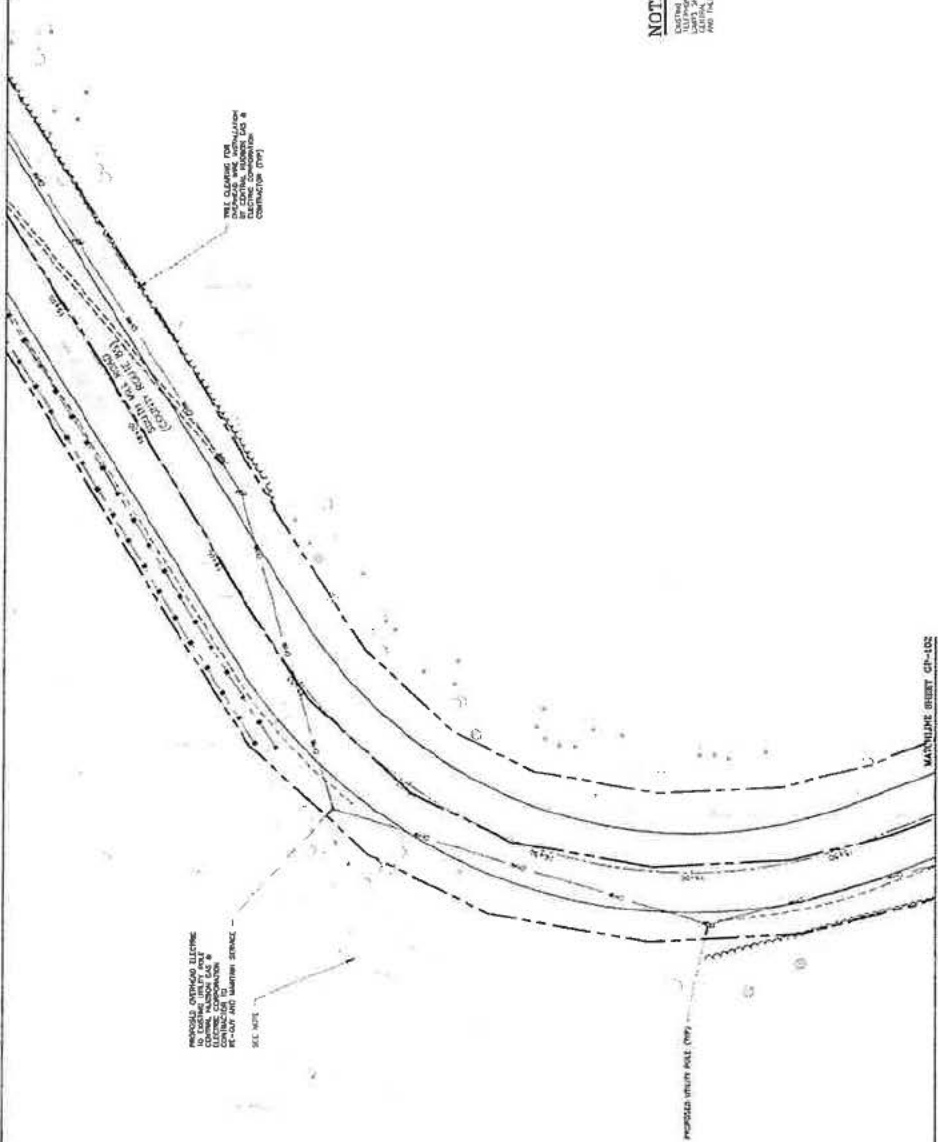
Tectonic
Tectonic Engineering, Inc.
1000 Avenue of the Americas
New York, NY 10020
212.692.7862

UTILITY PLAN	
CROSS STREET FARMERS SOUTH MIL RD (CR-103) TOWN OF RHINEBECK DUTCHESS COUNTY	
Scale	1" = 20'
Sheet No.	12035-02
Project No.	UT-101
Date	0

MATCHLINE SHEET CP-101
MATCHLINE SHEET CP-102



MATCHLINE SHEET CP-103
MATCHLINE SHEET CP-102



PROPOSED OUTSTANDING ELEVATION
TO EXISTING UTILITY POLE
LOCATED AT THE
INTERSECTION OF
EXISTING ROAD AND
PROPOSED ROAD
NPP-101 AND MATCHLINE SERVICE
SEE NOTE

THE CLEARING FOR
INTERSECTION WITH UTILITY POLE
LOCATED AT THE
INTERSECTION OF
EXISTING ROAD AND
PROPOSED ROAD
NPP-101 AND MATCHLINE SERVICE
SEE NOTE

NOTE

THESE PLANS FOR UTILITY POLE
LOCATED AT THE INTERSECTION OF
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NPP-101 AND MATCHLINE SERVICE
LOCATED AT THE INTERSECTION OF
EXISTING ROAD AND PROPOSED ROAD
NPP-101 AND MATCHLINE SERVICE
AND THE CONSTRUCTION DURING CONSTRUCTION

Big Safety
New York
100-002-7802

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MATCHLINE SHEET CP-101

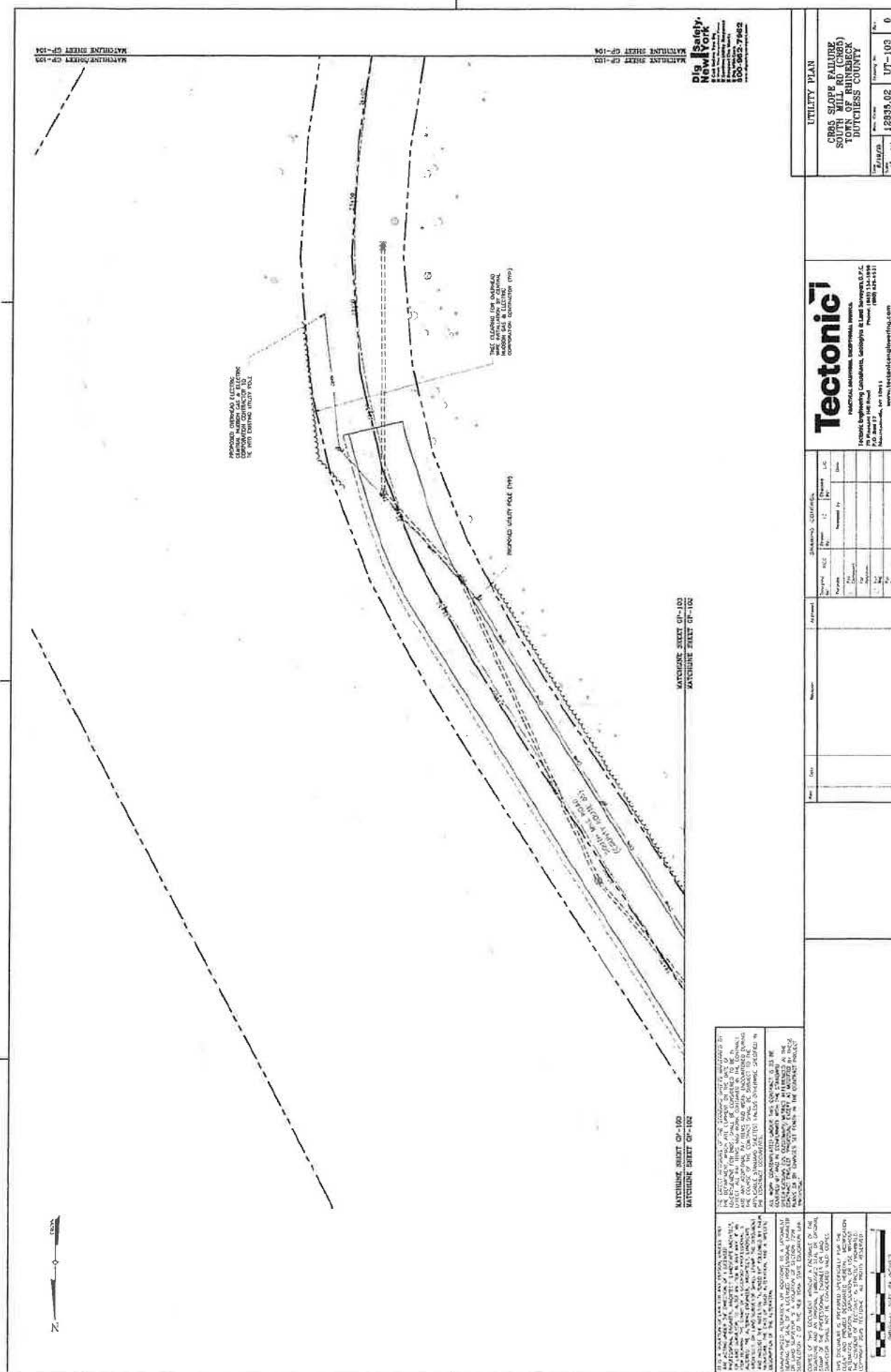
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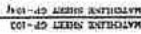
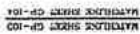
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NPP-101 AND MATCHLINE SERVICE
AND THE CONSTRUCTION DURING CONSTRUCTION

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100+10	100+10	0.10	End of Road
100+20	100+20	0.20	Start of Road
100+30	100+30	0.30	End of Road
100+40	100+40	0.40	Start of Road
100+50	100+50	0.50	End of Road
100+60	100+60	0.60	Start of Road
100+70	100+70	0.70	End of Road
100+80	100+80	0.80	Start of Road
100+90	100+90	0.90	End of Road
100+100	100+100	1.00	Start of Road

Tectonic
Tectonic Engineering, Inc.
2500 West 12th Street
Suite 100
Anchorage, Alaska 99515
Phone: (907) 561-1111
Fax: (907) 561-1112
www.tectonic-engineering.com

UTILITY PLAN
CRBS SLOPE FAILURE
SLOPE FAILURE
TOWN OF BAINBRIDGE
DUTCHESS COUNTY
128935.02 UT-102 0



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New York**

UTILITY PLAN

CR86 SLOPE FAILURE
SOUTH MILL RD (CR86)
TOWN OF RHINEBECK
DUTCHESS COUNTY

12/12/2011	12835.02	UT-104
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Tectonic

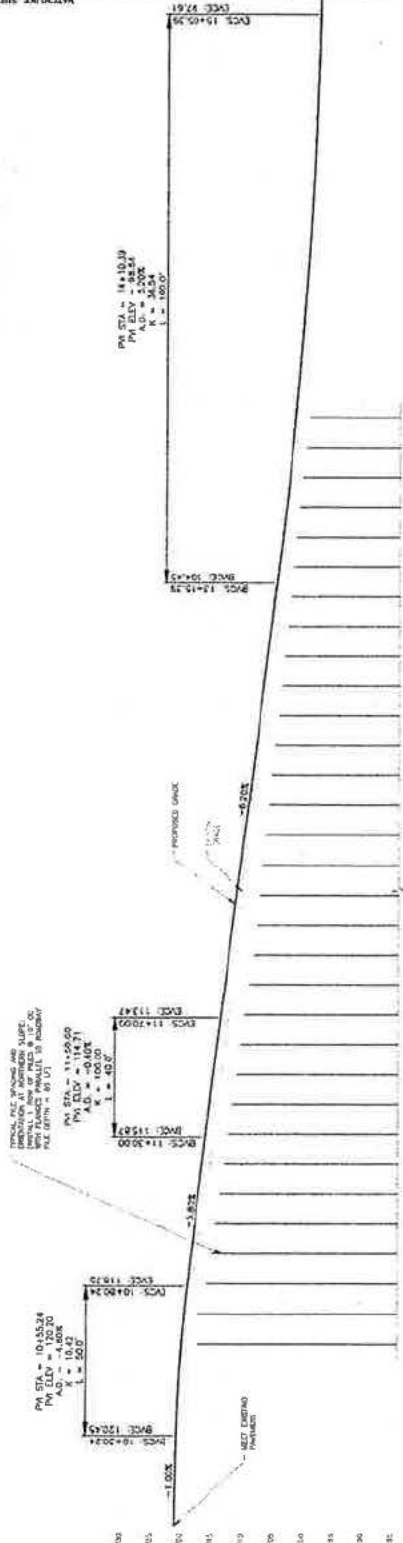
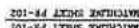
PHYSICAL MEASUREMENT INSTRUMENTS DIVISION
TetraTech Engineering Consultants, Geologists & Land Surveyors, D.P.C.
Florida (941) 524-1939
70 Pleasant Hill Road
P.O. Box 17
McDonough, NY 10952
(800) 476-1511
www.tetratechengineering.com

DRAWING, CONTINUED				
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Region	Region
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Area	Depth

THESE OCCASIONS INVOLVE A FAMILIAR DRUG, AND AN SPECIAL, ELABORATE SET OF CIRCUMSTANCES. THE PROTOGENIC, DROPPERS OF CANNABIS, NOT BE CONSIDERED AND COMES. IT IS PROVIDED SPECIALLY FOR THE PHYSICAL, PSYCHOLOGICAL, AND EMOTIONAL, AND PHYSICAL, AND EMOTIONAL, OF USE WITHOUT THE USE OF CANNABIS IS SPECIFICALLY PROHIBITED. THIS ACTING, ALL RIGHTS RESERVED.



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PROFILE

CR85 SLOPE FAILURE
SOUTH MILL RD (CR85)
TOWN OF RHINEBECK
DUTCHESS COUNTY

8/18/02	12835.02	PR-101	0
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Tectonic

PRACTICAL APPLICATIONS, PROFESSIONAL SERVICE
 Electric Engineering Consultants, Geologists & Land Surveyors, D.P.C.
 10 Pleasant Hill Road Phone: (401) 224-1948
 I.D. Box 37 (401) 228-4511
 Southbury, CT 06488
www.electricalengineering.com

DRAWING: COLUMNS					
Chemical	HCl	Hydroxyl	Hydroxyl	Hydroxyl	Hydroxyl
	Eq.	#	Eq.	Eq.	Eq.
Formic					
Acetic					
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RESOLUTION NO. 2026067

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY AND ADOPTION OF DETERMINATION OF NO SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACT IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS REPLACEMENT OF BRIDGE F-2 (BIN 3358420), COUNTY ROUTE 34 (JACKSON STREET) OVER FORGE BROOK , TOWN OF FISHKILL, DUTCHESS COUNTY

Legislators VALDÉS SMITH, BRENDLI, KAUL, LAWLER and RHODES offer the following and move its adoption:

WHEREAS, the Department of Public Works (“DPW”) has proposed a project consisting of the replacement of Bridge F-2 (BIN 3358420), County Route 34 (Jackson Street) over Forge Brook, in the Town of Fishkill (the “Project”), and

WHEREAS, by Resolution No. 2024059, the County authorized \$275,000 for design, permitting and right-of-way expenses, which included preparation of environmental assessment forms, and

WHEREAS, in cooperation with its consultant, DPW completed a Short Environmental Assessment Form which documented the potential environmental impacts of the Project, and

WHEREAS, based on the foregoing, it was determined that the Project (1) constitutes an Unlisted Action pursuant to Article 8 of the Environmental Conservation Law (the “New York State Environmental Quality Review Act” or “SEQRA”) and its implementing regulations at 6 NYCRR Part 617, and (2) will not result in any significant adverse environmental impacts, and

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

WHEREAS, 6 NYCRR Part 617 requires the designation of a lead agency from among the involved agencies before a determination of significance can be made, and

WHEREAS, on December 22, 2025, DPW circulated the proposed action to all involved agencies of its intent to serve as lead agency in accordance with 6 NYCRR Part 617.6, and after the thirty-day response period there were no objections received, and

WHEREAS, it is the purpose of this resolution to establish Dutchess County as lead agency, which will directly undertake and coordinate this project pursuant to SEQRA, and

WHEREAS, a copy of the Short Environmental Assessment Form and the finding that the proposed action will not result in any significant adverse environmental impacts are annexed hereto and made a part hereof, now therefore, be it

PUBLIC WORKS

RESOLVED, that Dutchess County hereby assumes lead agency status for this Project and this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works' consultant and the proposed Project entitled Bridge F-2 (BIN 3358420), County Route 34 (Jackson Street) over the Forge Brook in the Town of Fishkill, Dutchess County, will not result in any significant adverse environmental impacts.

CA-054-26

BP/rjw

R-1099

04/07/26

Fiscal Impact: See Attached

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK

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 12 day of May, 2026, 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 12 day of May, 2026.



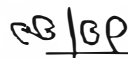
[Signature]
JULIE SHROISIN, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

 County Executive

 County Attorney (as to form)

 Public Works

 Budget

SUE SERINO
COUNTY EXECUTIVE



ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Gregg Pulver, Assistant County Executive

FROM: Robert H. Balkind, P.E., Commissioner *DW for RHB*

DATE: April 6, 2026

RE: RESOLUTION REQUEST – ADOPTION OF SEQR LEAD AGENCY AND DETERMINATION OF NO SIGNIFICANT ADVERSE ENVIRONMENTAL IMPACT FOR THE REPLACEMENT OF BRIDGE F-2, JACKSON STREET OVER FORGE BROOK, TOWN OF FISHKILL, NY

DPW's Engineering Division has been working with a consultant to perform planning, permitting and engineering design, including development of bid documents for a project to replace Bridge F-2, Jackson Street over Forge Brook, Town of Fishkill, NY. Resolution No. 2024059 of April 2024 authorized \$275,000 for design, permitting and right-of-way expenses. This work included preparation of the environmental assessment forms. The project was determined to be a SEQR Unlisted Action.

SEQR Lead Agency notices were sent to interested and involved agencies on December 22, 2025, and after the thirty-day response period, no agency responded to challenge the County's intent to serve as Lead Agency. In cooperation with the County's consultant, the Department completed a Short Form Environmental Assessment Form (SEAF) which documented potential environmental impacts. In conjunction with our consultant, the Department has concluded that the Unlisted Action will have No Significant Adverse Environmental Impact. The SEQR Lead Agency Notice and SEAF are attached to this memo. The Department is seeking the Legislature's adoption of the County's Lead Agency status, and to adopt the Determination of No Significant Adverse Environmental Impact for the proposed project.

FISCAL IMPACT STATEMENT



NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

The Department has been working with a consultant to perform planning, permitting and engineering design services, including development of bid documents for a project to replace Bridge F-2, Jackson Street over Forge Brook, in the Town of Fishkill. The project was determined to be a SEQR Unlisted Action. A Short Environmental Assessment Form (SEAF) was completed, and the Department circulated for Lead Agency status. The SEAF and SEQR Circulation Notice is attached to this request. The Department is seeking the Legislature's adoption of the County's Lead Agency status, and to adopt the Determination of No Significant Adverse Environmental Impact for the proposed project.

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

DCW
for RHB

Prepared On: 4/6/2026

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

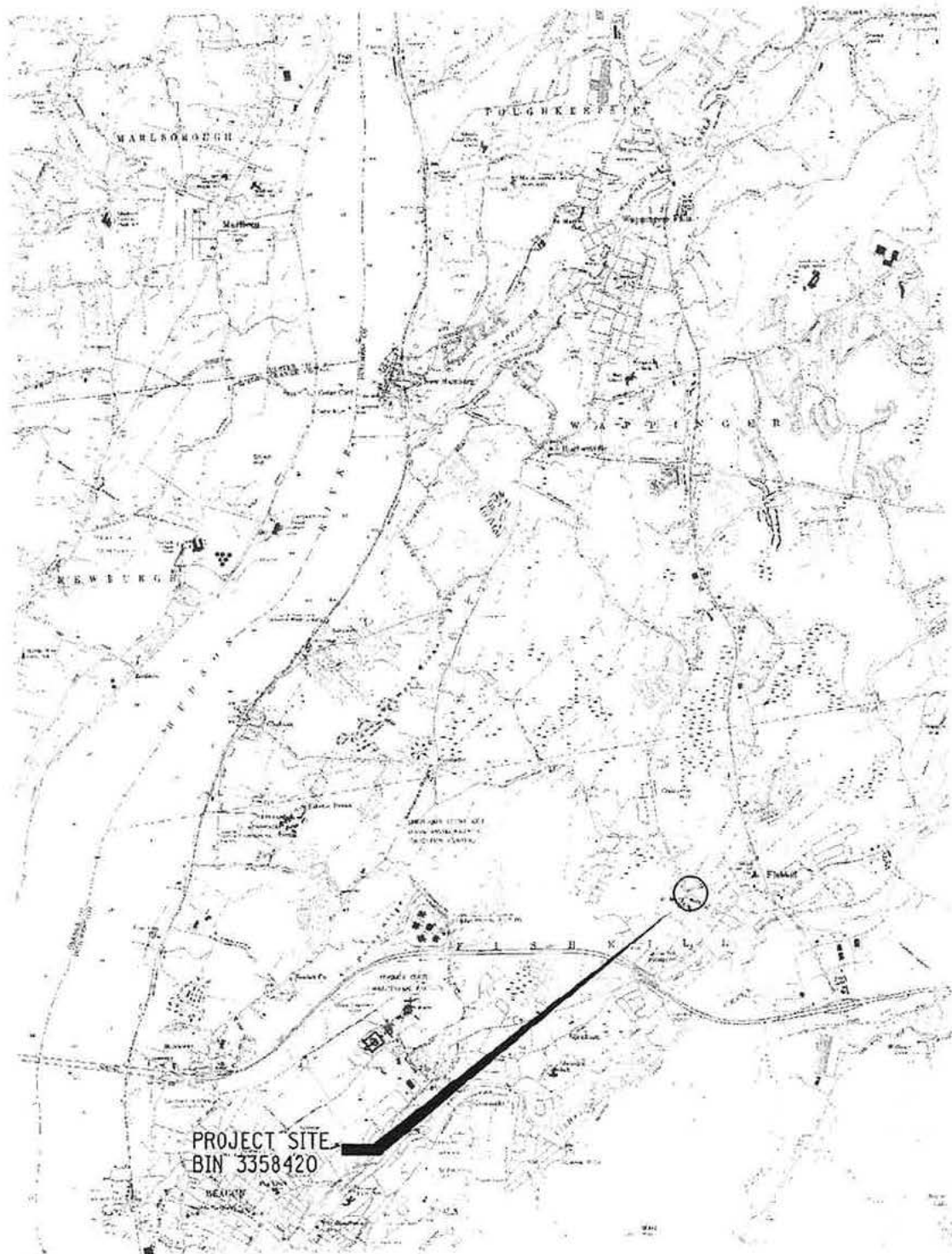
Part 1 – Project and Sponsor Information			
Name of Action or Project: Replacement of Bridge F-2 CR 34 over Forge Brook			
Project Location (describe, and attach a location map): Jackson Street (County Route 34) over Forge Brook in the Town of Fishkill, New York. See attached Site Location Map for details.			
Brief Description of Proposed Action: This project consists of the full replacement of Dutchess County Bridge F-2. The project's intent is to replace the bridge with a similar horizontal and vertical alignment, with minimal approach work to correct deficiencies, heavy deterioration, and potentially hazardous conditions noted from the Bridge Inspection by replacing the existing structure with a new structure. Work will include full depth reconstruction, guiderail placement, utility relocation, and embankment stabilization. A temporary bridge will also be constructed as part of the project, as the use of full road closure with an off-site detour was not feasible due to the high traffic count of the roadway.			
Name of Applicant or Sponsor: Mathew Dutcavich, P.E. (Dutchess County DPW)		Telephone: (845) 486-2925 E-Mail: mdutcavich@dutchessny.gov	
Address: 626 Dutchess Turnpike			
City/PO: Poughkeepsie	State: New York	Zip Code: 12603	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☐	YES ☒
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: USACE Nationwide Permit; NYSDEC Excavation or Placement of Fill in Navigable Waters; Water Quality Certification		NO ☐	YES ☒
3. a. Total acreage of the site of the proposed action?		1.26 acres	
b. Total acreage to be physically disturbed?		0.76 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		N/A acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban)			
☒ Forest ☐ Agriculture ☒ Aquatic ☒ Other(Specify): Church			
☐ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☒	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			
<u>The bridge replacement is located over Forge Brook. The extent of impacts will be determined during design, which will adhere to the NYSDEC and USACE requirements.</u>			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☒ Forest ☐ Agricultural/grasslands ☒ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat	NO	YES
	☐	☒
16. Is the project site located in the 100-year flood plain?	NO	YES
	☐	☒
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	☐	☒
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☒
Stormwater at the site will be conveyed via sheet flow to the existing roadside ditches within the project limits. This is consistent with the existing conditions. The bridge replacement will not create additional stormwater discharge points.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>MATHEW DUTCHAYCH</u> Date: <u>12-16-25</u> Signature: <u><i>Mathew C. Dutchaych</i></u> Title: <u>DIRECTOR OF ENGINEERING</u>		

PRINT FORM

GRID
NORTH



PROJECT SITE
BIN 3358420



DUTCHESS COUNTY
NEW YORK



TITLE OF PROJECT
CR 34 (JACKSON ST) - BRIDGE F-2
REPLACEMENT OVER FORGE BROOK

LOCATION OF PROJECT
TOWN OF FISHKILL, DUTCHESS COUNTY NEW YORK
BIN 3358420

TITLE OF DRAWING
SITE SPECIFIC ATTACHMENT
LOCATION MAP

CONTRACT NUMBER:

-

DATE:

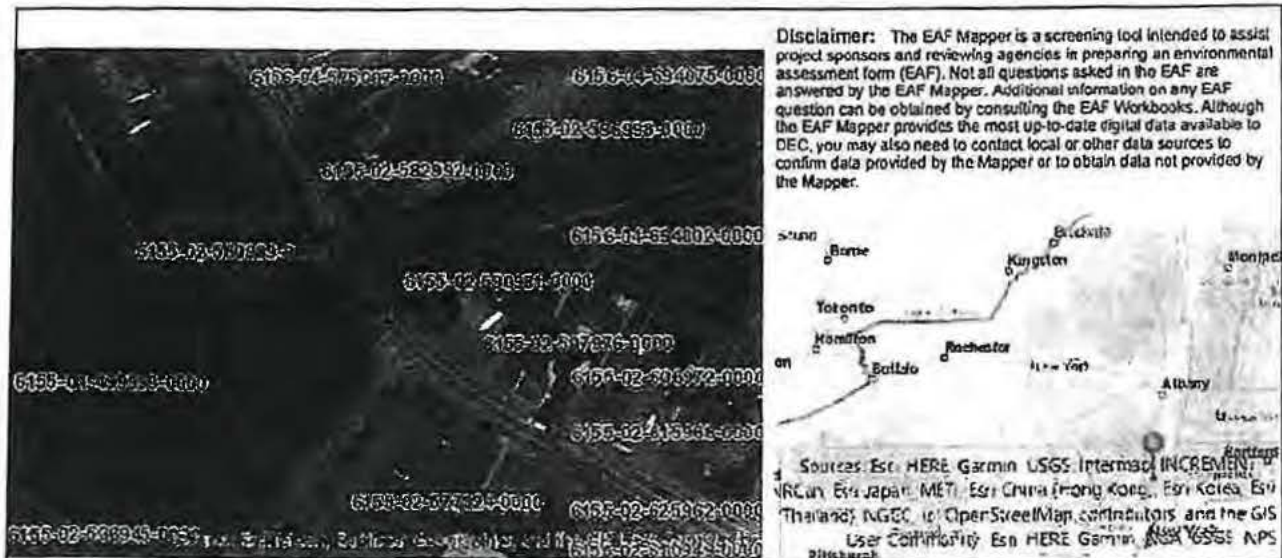
02/3/25

DRAWING NUMBER:

-

EAF Mapper Summary Report

Monday, May 12, 2025 4:43 PM



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local, New York State, and federal wetlands and waterbodies is known to be incomplete. Refer to the EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	No

Agency Use Only [If applicable]

Project:

Date:

Short Environmental Assessment Form Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

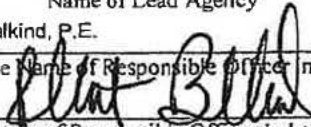
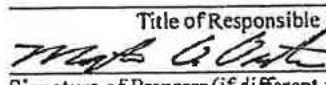
PRINT FORM

Agency Use Only (if applicable)
 Project: _____
 Date: _____

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The bridge replacement project will employ standard practices to control soil erosion and sediment controls during construction, and follow standard/required time of year restrictions for work to avoid impacts to any species of concern. A two-way temporary bridge will be installed during construction to accommodate motorists, provisions for pedestrians will also be made for the temporary crossing. Private and public utilities exist throughout the project site. Coordination meetings have been held and no major impacts or service disruptions are anticipated.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Dutchess County	12/16/25
Name of Lead Agency	Date
Robert H. Balkind, P.E.	Commissioner
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
	
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

County of Dutchess

NOTICE TO INVOLVED AGENCIES THAT LEAD AGENCY MUST BE DESIGNATED WITHIN THIRTY (30) DAYS

REPLACEMENT OF BRIDGE F-2 (BIN 3354820), CR 34 (JACKSON STREET) OVER THE FORGE
BROOK, TOWN OF FISHKILL

Date: 12/22/2025

This Notice is issued pursuant to Part 617.6 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law to designate a lead agency.

The action has been determined to be an Unlisted Action, pursuant to the New York State Environmental Quality Review Act (SEQRA) 6 NYCRR Part 617. Dutchess County has completed Part 1 of a Short EAF, which has identified other involved agencies for the action.

LEAD AGENCY DESIGNATION

Under the applicable standards of 6 NYCRR Part 617.6(b), the County of Dutchess concludes that it should be designated as the lead agency in the coordinated environmental review of the action. This notification is being sent to involved and interested agencies with the request that you consent to the County of Dutchess serving as lead agency. If, however, you do not agree, you may follow the procedures outlined in 6 NYCRR 617.6(b)(5).

This Notice is being transmitted on December 22, 2025. We ask that each involved agency complete the annexed form and return it to the contact person for receipt prior to the expiration of the required thirty-day notice period who may be contacted for further information.

IF YOU DO NOT RESPOND WITHIN THIRTY (30) DAYS, IT WILL BE INTERPRETED AS CONSENT THAT THE COUNTY OF DUTCHESS SERVE AS LEAD AGENCY. YOU WILL CONTINUE TO BE NOTIFIED OF SEQR DETERMINATIONS AND ANY SUBSEQUENT PROCEEDINGS AND HEARINGS, AS PROVIDED BY LAW.

LEAD AGENCY NOTICE
DATA SHEET

Name of Action: REPLACEMENT OF BRIDGE F-2 (BIN 3354820), CR 34 (JACKSON STREET)
OVER THE FORGE BROOK, TOWN OF FISHKILL

Name of Applicant: Dutchess County Department of Public Works

SEQR Status: Type I Action based on the following thresholds:
 X Unlisted Action

Description of Action: Dutchess County is intending to replace bridge F-2 (BIN 3354820) which carries CR 34 over the Forge Brook in the town of Fishkill. The project includes the removal of existing bridge and installation of a new bridge. A temporary bridge carrying two-way traffic will be utilized during construction.

Location of Action: The bridge is located approximately 350' south of Yellen Road in the
 Town of Fishkill.

Tax Map No.(s): N/A

Size of parcel(s): N/A

Size of Action area: 1.29 acres

For further information, please contact:

*Robert H. Balkind, P.E., Commissioner
Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603
Phone: (845) 486-2925
Email address: rbalkind@dutchessny.gov*

Thank you for your cooperation.

DATED: December 22, 2025

ATTACHMENTS TO THIS NOTICE:

[X] Short Environmental Assessment Form (EAF)
[X] Preliminary Site Plan
[X] Location Map

A copy of this Notice is being sent to:

INVOLVED AGENCIES:

NYS Department of Environmental Conservation
21 South Putt Corners Road
New Paltz, NY 12561-1620

U.S. Army Corps of Engineers
New York District
ATTN: Regulatory Branch, Room 16-400
26 Federal Plaza
New York, NY 10278-0090

New York State Office of Parks, Recreation and Historic Preservation
635 Broadway
Albany, NY 12207

INTERESTED AGENCIES:

Town of Fishkill
807 Route 52
Fishkill, NY 12524

Village of Fishkill
1095 Main St.
Village of Fishkill, NY 12524

New York State Department of Transportation
Eleanor Roosevelt State Office Building
4 Burnett Boulevard
Poughkeepsie, NY 12603

STATE OF NEW YORK

COUNTY OF DUTCHESS

Proposed Lead Agency: County of Dutchess

Name of Action: REPLACEMENT OF BRIDGE F-2 (BIN 3354820), CR 34 (JACKSON STREET) OVER THE FORGE BROOK, TOWN OF FISHKILL

**RESPONSE TO REQUEST THAT THE COUNTY OF DUTCHESS SERVE AS LEAD AGENCY
REGARDING THE ABOVE ACTION**

On behalf of _____, I, _____, acknowledge receipt of the Lead Agency Notice in this matter.

The above-named involved agency hereby:

[PLEASE CHECK ONE]

- ☐ **CONSENTS** that the County of Dutchess serve as lead agency in this application and requests that the undersigned continue to be notified of SEQR determinations, proceedings and hearings in this matter.
- ☐ **DOES NOT CONSENT** to the County of Dutchess serving as lead agency in this application and wishes that _____ serve as lead agency. To contest lead agency designation, the undersigned intends to follow the procedures outlined in 6 NYCRR 617.6(b)(5).
- ☐ **TAKES NO POSITION** on Lead Agency designation.

Any agency raising a dispute must be ready to assume the lead agency if such agency is designated by the commissioner per 6 NYCRR 617 (5) (I).

DATED: _____,
_____, New York

Agency Name

By: _____
[signature]

[print signer's name]

Please return to:

Robert H. Balkind, P.E., Commissioner
Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, NY 12603

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: NYS OPRHP 635 Broadway Albany, NY 12207		A. Signature X <i>John L. Johnson</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) <i>John L. Johnson</i> C. Date of Delivery <i>12/30</i> D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 9589 0710 5270 1404 2789 00		3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: NYS DOT Eleanor Roosevelt State Office Bldg. 4 Burnett Boulevard Poughkeepsie, NY 12603		A. Signature X <i>Barbara Brown</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 9589 0710 5270 1404 2788 94		3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	

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2. Article Number (Transfer from service label) 9589 0710 5270 1404 2789 17		3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	

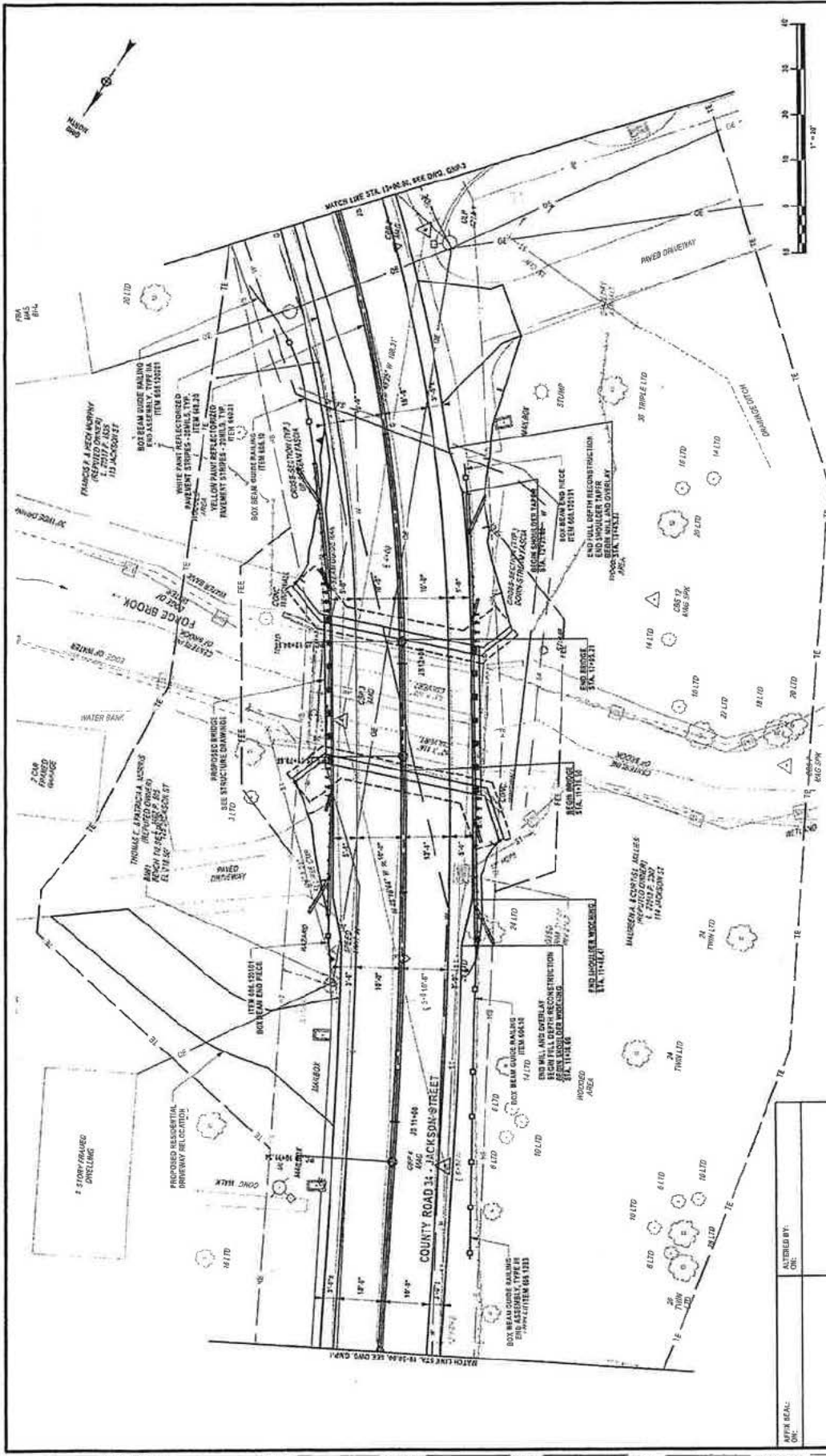
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Town of Fishkill 807 Route 52 Fishkill, NY 12524  9590 9402 8449 3156 1095 10 2. Article Number (Transfer from service label) 9589 0710 5270 1404 2790 44	A. Signature  ☒ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery Beck Tompkins 12/21/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type <table border="0"> <tr> <td>☐ Adult Signature</td> <td>☐ Priority Mail Express®</td> </tr> <tr> <td>☐ Adult Signature Restricted Delivery</td> <td>☐ Registered Mail™</td> </tr> <tr> <td>☐ Certified Mail®</td> <td>☐ Registered Mail Restricted Delivery</td> </tr> <tr> <td>☐ Certified Mail Restricted Delivery</td> <td>☐ Signature Confirmation™</td> </tr> <tr> <td>☐ Collect on Delivery</td> <td>☐ Signature Confirmation Restricted Delivery</td> </tr> <tr> <td>☐ Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td>☐ Insured Mail</td> <td></td> </tr> <tr> <td>☐ Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☐ Certified Mail®	☐ Registered Mail Restricted Delivery	☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™	☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery	☐ Collect on Delivery Restricted Delivery		☐ Insured Mail		☐ Insured Mail Restricted Delivery (over \$500)	
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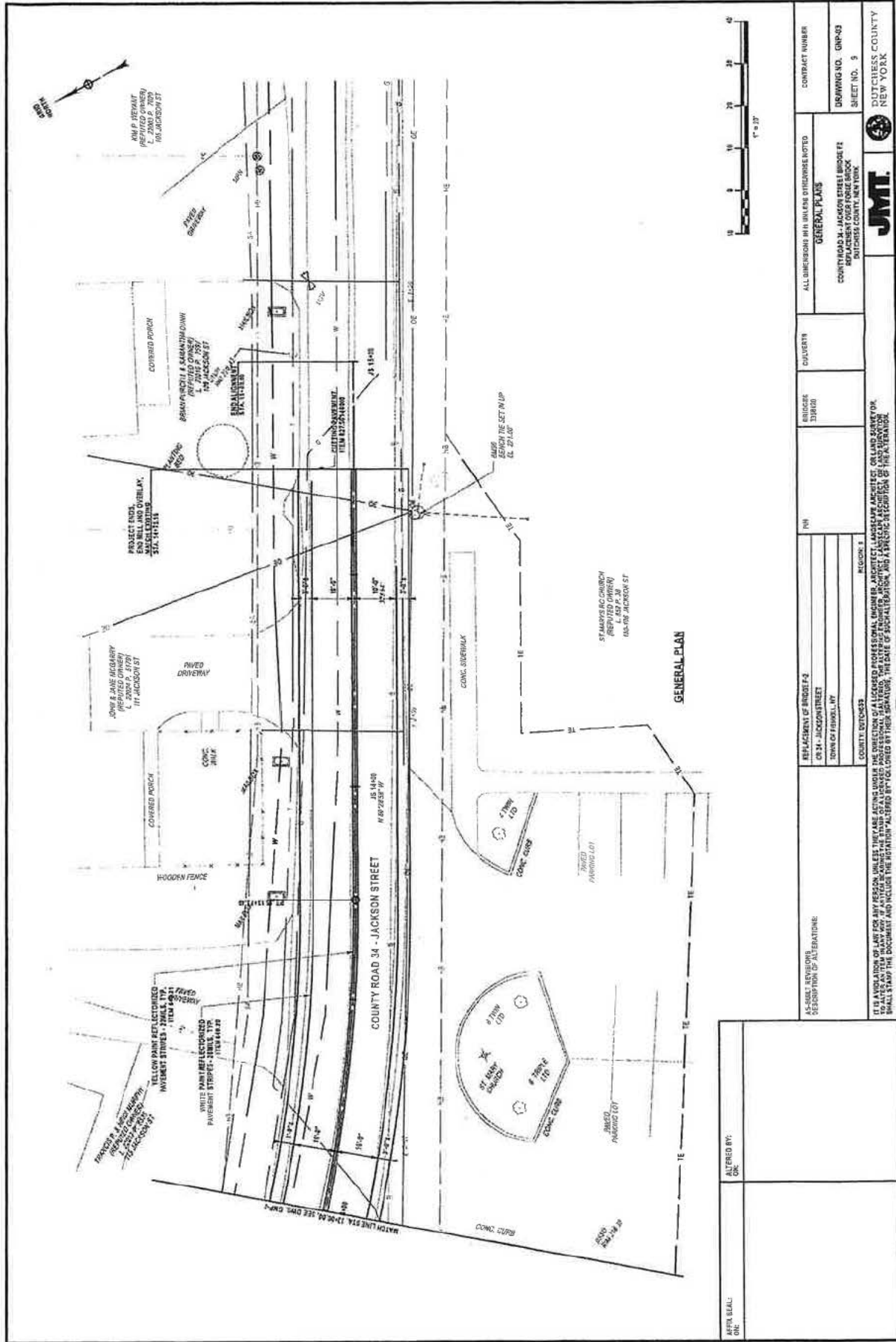
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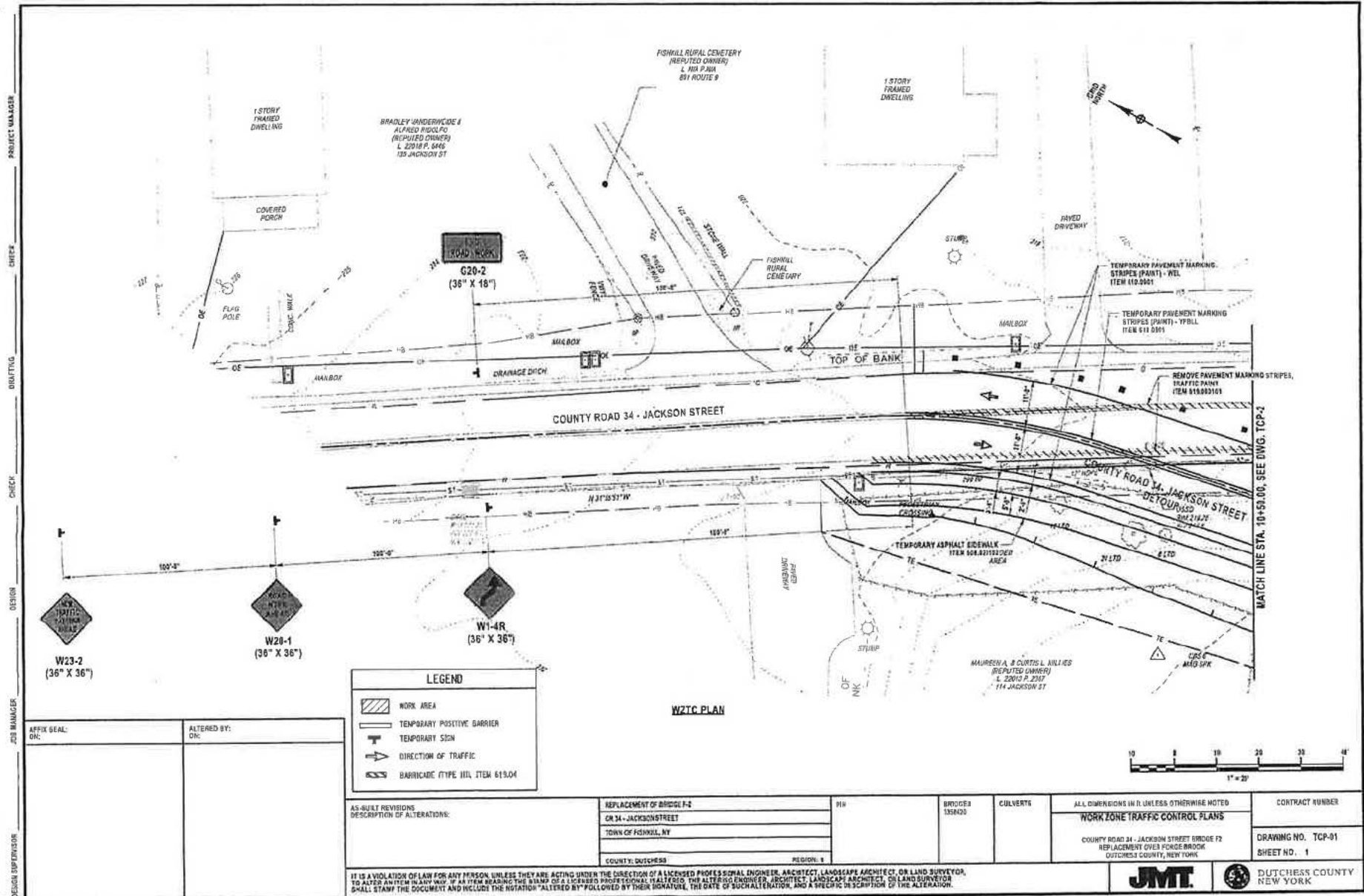
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you. ☒ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: NYSDEC 21 South Platt Corners Road New Paltz, NY 12561-1620  9590 9402 8449 3156 1093 61 2. Article Number (Transfer from service label) 9589 0710 5270 1404 2788 70	A. Signature  ☒ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery Katherine M'Gaughey 12/24/25 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type <table border="0"> <tr> <td>☐ Adult Signature</td> <td>☐ Priority Mail Express®</td> </tr> <tr> <td>☐ Adult Signature Restricted Delivery</td> <td>☐ Registered Mail™</td> </tr> <tr> <td>☐ Certified Mail®</td> <td>☐ Registered Mail Restricted Delivery</td> </tr> <tr> <td>☐ Certified Mail Restricted Delivery</td> <td>☐ Signature Confirmation™</td> </tr> <tr> <td>☐ Collect on Delivery</td> <td>☐ Signature Confirmation Restricted Delivery</td> </tr> <tr> <td>☐ Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td>☐ Insured Mail</td> <td></td> </tr> <tr> <td>☐ Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	☐ Adult Signature	☐ Priority Mail Express®	☐ Adult Signature Restricted Delivery	☐ Registered Mail™	☐ Certified Mail®	☐ Registered Mail Restricted Delivery	☐ Certified Mail Restricted Delivery	☐ Signature Confirmation™	☐ Collect on Delivery	☐ Signature Confirmation Restricted Delivery	☐ Collect on Delivery Restricted Delivery		☐ Insured Mail		☐ Insured Mail Restricted Delivery (over \$500)	
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt



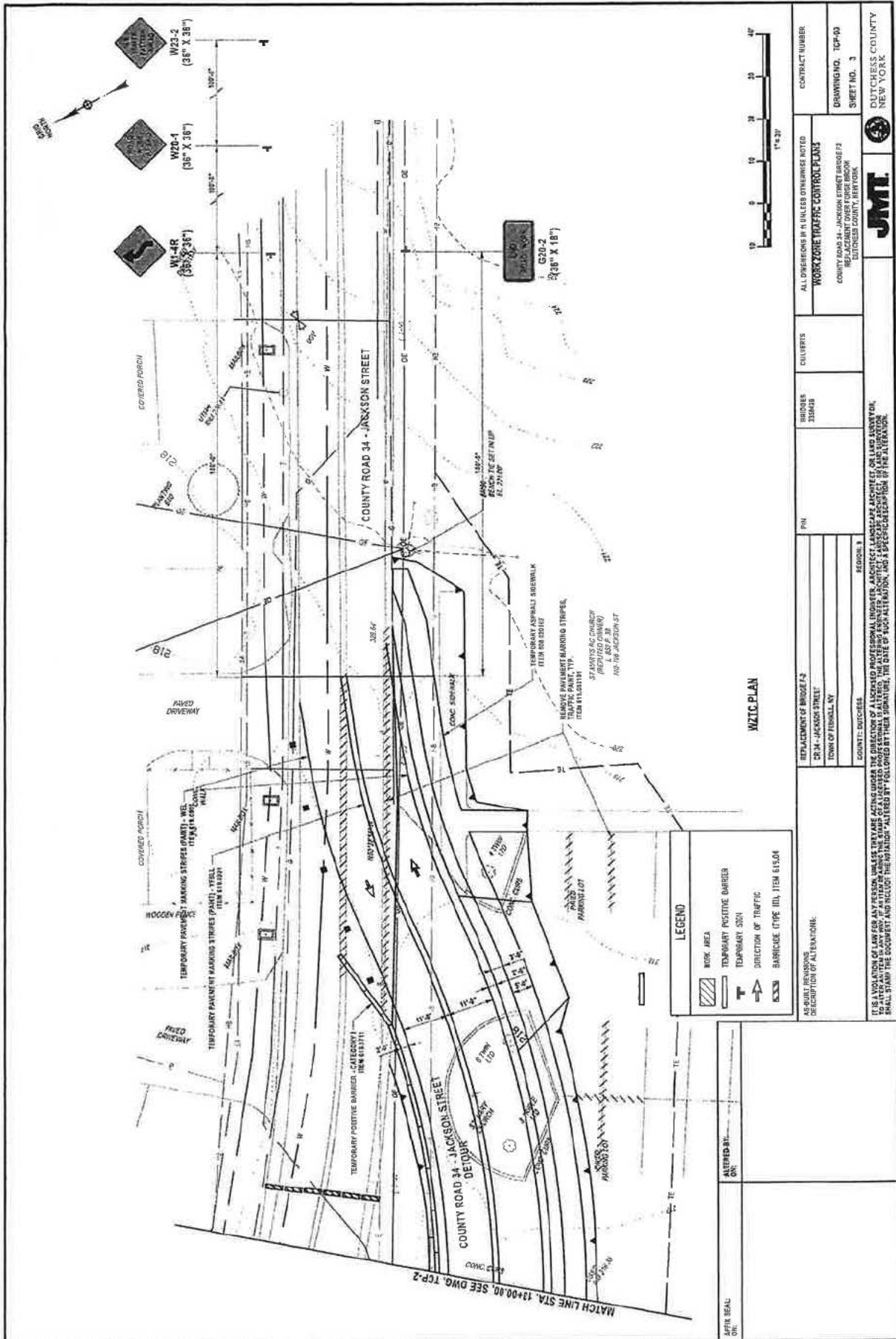
FILE NAME: 6-08-2023 14:51 USER: Mchellwood		DESIGN SUPERVISOR: JOB MANAGER:		CHECK:		ERMATING:		CHECK:		PROJECT MANAGER:	
APPROVED BY: DATE:		GENERAL PLAN COUNTY ROAD 31 - JACKSON STREET BRIDGE REPLACEMENT OVER FORGE BROOK DUTCHESS COUNTY, NEW YORK		CONTRACT NUMBER DRAWING NO. GNP-02 SHEET NO. 8		ALL DIMENSIONS IN 1/8 UNLESS OTHERWISE NOTED		CULTURE:		BRIDGE: 238428	
AREA: 1.11 AC PER: 1.11 AC		REGION: 8		COUNTY: DUTCHESS		NEW ACQUISITION OF BRIDGE: 238428 COUNTY: DUTCHESS		COUNTY: DUTCHESS		COUNTY: DUTCHESS	
AS BUILT DRAWING DESCRIPTION OF ALTERATIONS:		IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER IN ANY MANNER, OR TO REPRODUCE IN ANY MANNER, THE CONTENTS OF THIS DRAWING, OR TO REPRODUCE IN ANY MANNER, THE CONTENTS OF THIS DRAWING, OR TO REPRODUCE IN ANY MANNER, THE CONTENTS OF THIS DRAWING.		COUNTY: DUTCHESS		COUNTY: DUTCHESS		COUNTY: DUTCHESS		COUNTY: DUTCHESS	





LEGEND	
	WORK AREA
	TEMPORARY POSITIVE BARRIER
	TEMPORARY SIGN
	DIRECTION OF TRAFFIC
	BARRICADE TYPE III, ITEM 613.04

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:		REPLACEMENT OF BRIDGE F-2 ON 34 - JACKSON STREET TOWN OF FISHKILL, NY COUNTY OF DUTCHESS		REGION: 1 BRIDGES: 1338420 CULVERTS:		ALL DIMENSIONS IN FT. UNLESS OTHERWISE NOTED WORK ZONE TRAFFIC CONTROL PLANS COUNTY ROAD 34 - JACKSON STREET BRIDGE F-2 REPLACEMENT OVER FORCE MAIN DUTCHESS COUNTY, NEW YORK	CONTRACT NUMBER DRAWING NO. TCP-01 SHEET NO. 1
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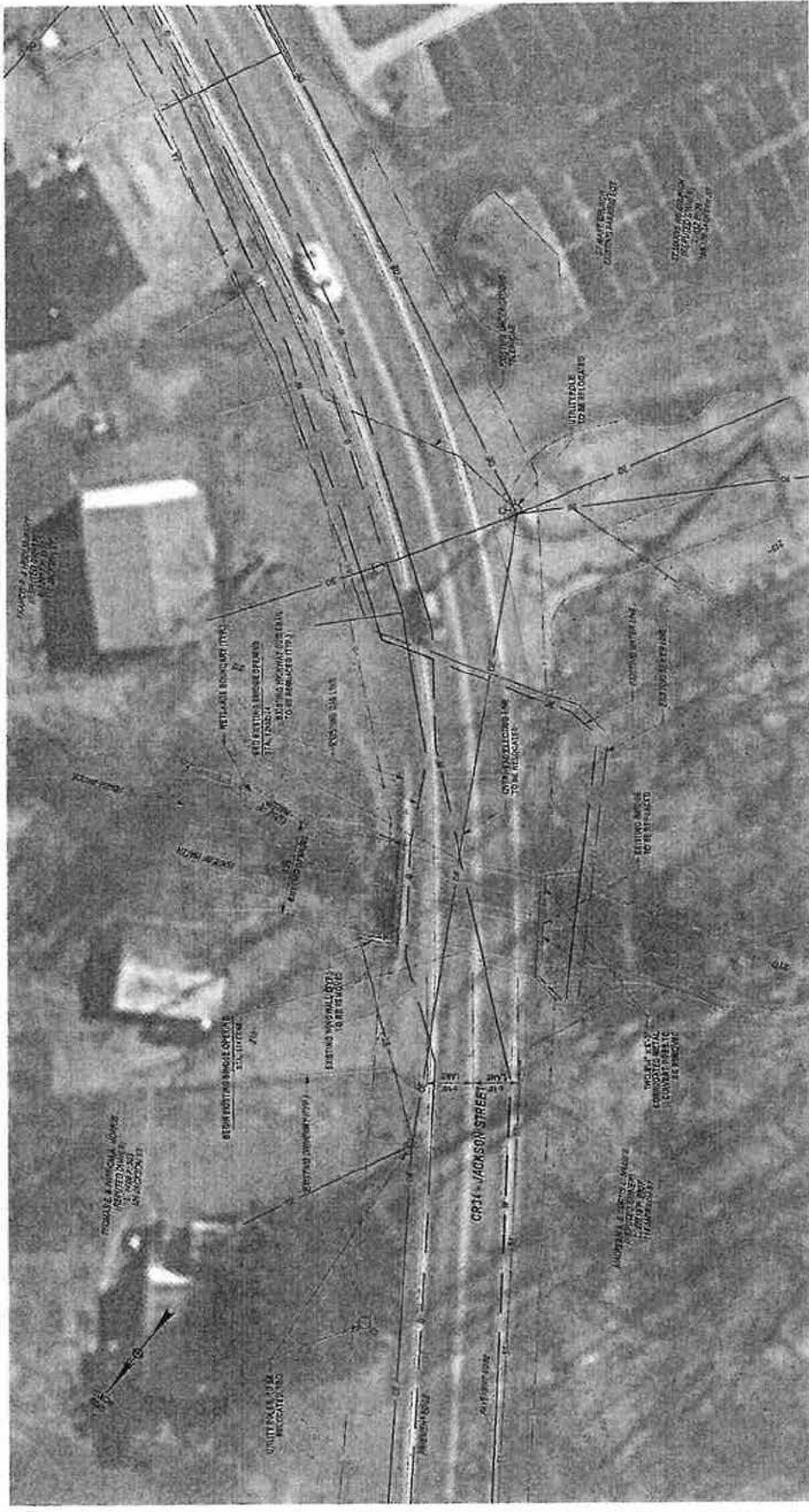


WZTC PLAN

LEGEND

- WORK AREA
- TEMPORARY POSITIVE BARRIER
- TEMPORARY SIGN
- DIRECTION OF TRAFFIC
- BARBICIDE (TYPE III, ITEM 615.04)

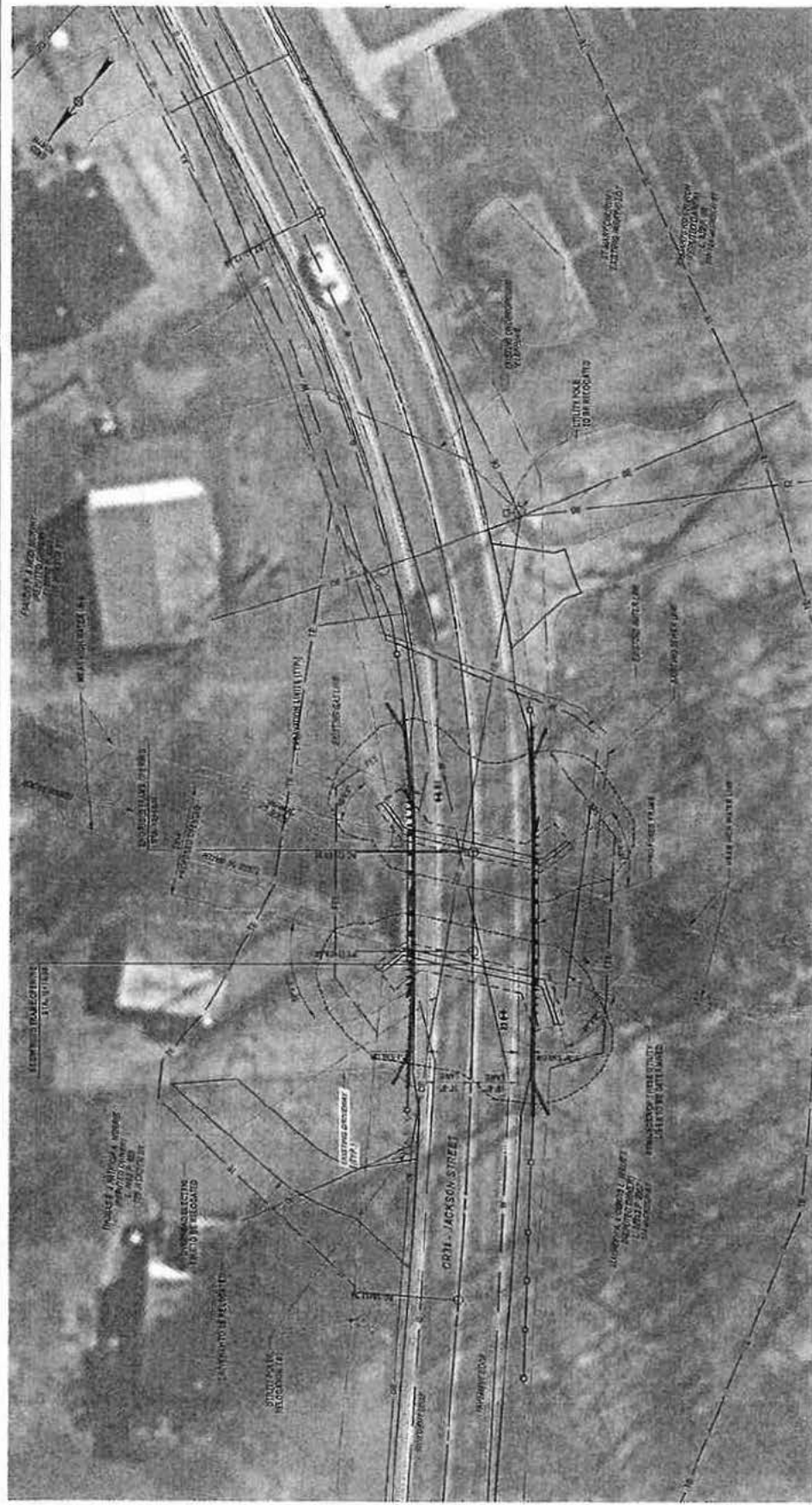
ALL OPERATIONS IN 9 DATES OTHERWISE NOTED		CONTRACT NUMBER
WORK ZONE TRAFFIC CONTROL PLANS		
COUNTY ROAD 34 - JACKSON STREET BRIDGE #2		DRAWING NO. TPC-40
TOWN OF FISHKILL, NY		SHEET NO. 3
COUNTY OF DUTCHESS		DUTCHESS COUNTY NEW YORK
REPLACEMENT OF BRIDGE #2	SECTION 1	
CR 34 - JACKSON STREET		
TOWN OF FISHKILL, NY		
IT IS A VIOLATION OF LAW FOR ANY PERSON UNDER THE AGE OF 18 YEARS TO OPERATE A MOTOR VEHICLE ON A PUBLIC HIGHWAY WITHOUT A VALID DRIVER'S LICENSE. ANY PERSON WHO VIOLATES THIS LAW SHALL BE FINED NOT LESS THAN \$100.00 AND NOT MORE THAN \$500.00. ANY PERSON WHO VIOLATES THIS LAW SHALL BE FINED NOT LESS THAN \$100.00 AND NOT MORE THAN \$500.00. ANY PERSON WHO VIOLATES THIS LAW SHALL BE FINED NOT LESS THAN \$100.00 AND NOT MORE THAN \$500.00.		



PLAN
SCALE 1"=20'-0"

APR 19 1941	ALICED BY: ONE

[illegible]



PLAN
 SCALE 1"=100'

DESIGN ALTERNATIVE NO. 1 SHOWN (BOLD FRAMES)
 PLAN VIEW SIMILAR FOR ALTERNATIVES NO. 1 & 1



DATE & SEAL DEC 10 2015	APPROVED BY JPMW
----------------------------	---------------------

ALTERNATIVE
 DESCRIPTION OF ALTERNATIVE:

REPLACEMENT OF BRIDGE #2
 ON 34-JACKSON STREET
 TOWN OF FISHKILL, NY

SHEET
 1011-020

CALCULATED

ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED

PROPOSED PLAN

CONTRACT NUMBER

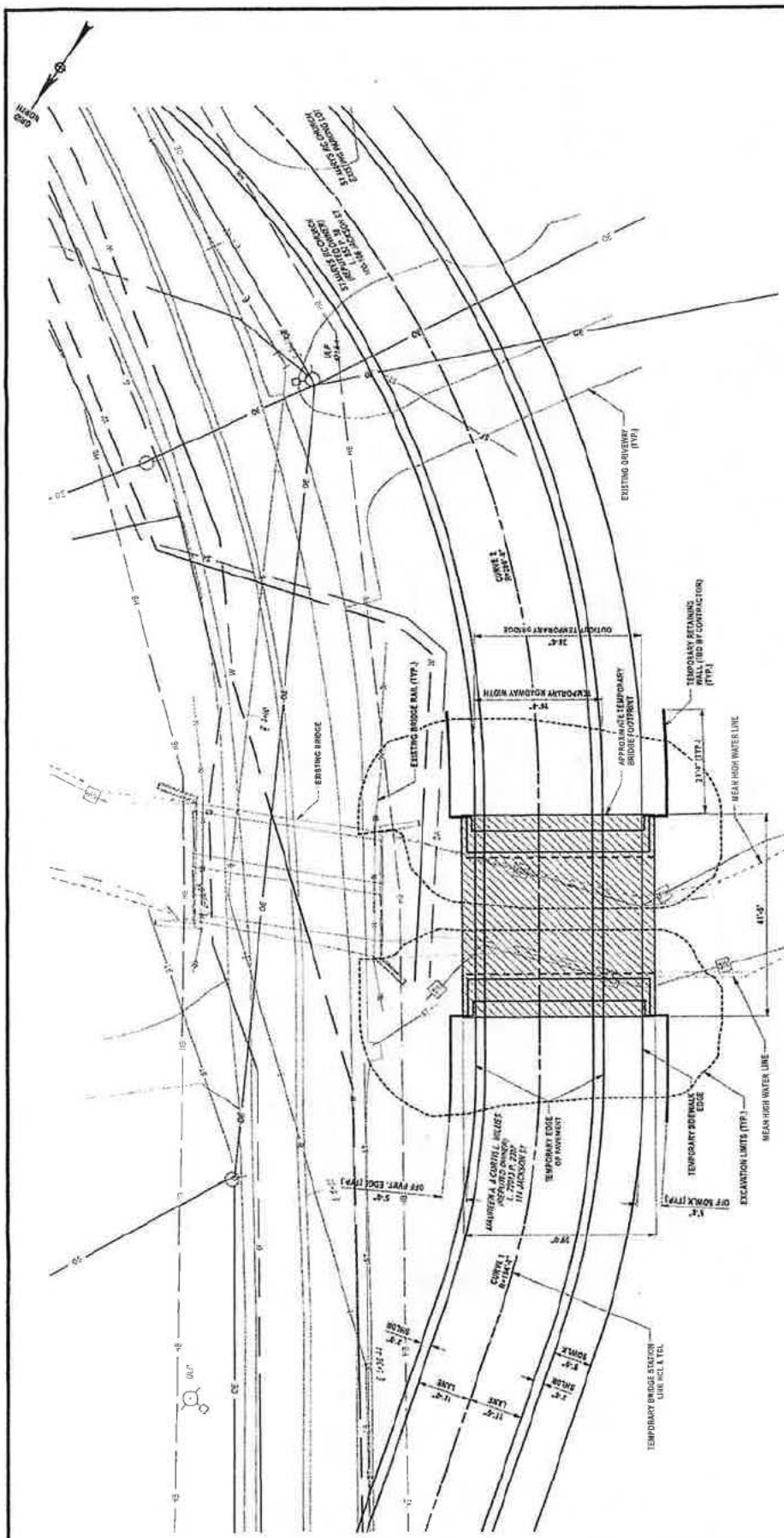
REGION 1
 COUNTY: DUTCHESS

IT IS A VIOLATION OF LAW FOR ANY PERSON, FIRM OR ENTITY, INCLUDING THE COUNTY OF DUTCHESS, TO REPRODUCE OR TRANSMIT IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, ANY PART OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF THE COUNTY OF DUTCHESS. THE COUNTY OF DUTCHESS IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE USE OF THIS DOCUMENT.

DUTCHESS COUNTY
 NEW YORK



DRAWING NO. 1011-020
 SHEET NO.



TEMPORARY PLAN

[illegible]

RESOLUTION NO. 2026068

RE: AUTHORIZATION TO ACQUIRE A PERMANENT EASEMENT FROM JOHN J. BERNITT AND CAROLYN A. BERNITT, IN CONNECTION WITH THE COUNTY ROUTE 85 (SOUTH MILL ROAD) SLOPE FAILURE AND ROAD REPAIR PROJECT, TOWN OF RHINEBECK, DUTCHESS COUNTY

Legislators BRENDLI, KAUL, KEARNEY, LAWLER, REDL and RHODES offer the following and move its adoption:

WHEREAS, the Department of Public Works (“DPW”) has proposed a slope failure and road repair project of County Route 85 (South Mill Road) in the Town of Rhinebeck, a project which includes the acquisition of certain portions of real property (the “Project”), and

WHEREAS, DPW has determined that the Project is an Unlisted Action pursuant to Article 8 of the Environmental Conservation Law (the “New York State Environmental Quality Review Act” or “SEQRA”) and its implementing regulations at 6 NYCRR Part 617, and will not have a significant effect on the environment, and

WHEREAS, DPW has made a determination that in order to complete the Project referenced above, it is necessary to acquire a permanent easement on a portion of property shown on Maps 1 and 2, Parcels 1 and 3B (approximately 6,328 +/- square feet) located at 633 South Mill Road, in the Town of Rhinebeck, described as Parcel Identification Numbers 135089-6168-00-038680 and 135089-6068-00-991742, presently owned by John J. Bernitt and Carolyn A. Bernitt, and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owner is annexed hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject easement, be purchased for the sum of up to \$9,780 as well as up to \$1,000 in related expenses, if any, and that the terms and conditions of the Agreement be carried forth, now therefore, be it

RESOLVED, that the County Executive or her designee is authorized to execute the Agreement to Purchase Real Property in substantially the same form as annexed hereto along with any other necessary documents in connection with this easement, and be it further

RESOLVED, that upon the receipt from the property owner of an executed Easement to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay to the property owner the sum of \$9,780 and up to \$1,000 in related expenses, if any, for such conveyance, and be it further

PUBLIC WORKS

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-057-26
BP/rjw
R-1078
04/08/2026
Fiscal Impact: See Attached

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

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 12th day of May, 2026, 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 12th day of May, 2026.



Julie Shiroishi
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

CE County Executive

CE County Attorney (as to form)

RB/CE Public Works

HS/CE Finance

DAB/CE Comptroller

SM Budget

SUE SERINO
COUNTY EXECUTIVE



ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Robert H. Balkind, P.E., Commissioner
FROM: Matthew W. Davis, Assistant Civil Engineer I 
DATE: April 6, 2026

RE: RESOLUTION REQUEST TO ACQUIRE REAL PROPERTY OWNED BY JOHN J. BERNITT AND CAROLYN A. BERNITT IN CONNECTION WITH THE CR 85 (MILL ROAD) SLOPE REPAIR PROJECT, TOWN OF RHINEBECK, NY

Accompanying this memo is a Resolution Request Form, Fiscal Impact Statement and the signed Agreement to Purchase Real Property. The department is seeking authorization to acquire a permanent easement to 6,328+/- square feet of real property, being further described on Map 2, Parcel 3B, for the purchase price of \$9,780.00.

These parcels are a portion of the property located at 633 Mill Road, Rhinebeck, NY 12572, with the parcel number (135089-6068-00-991742-0000).

The subject project is an Unlisted Action pursuant to 617.6 of the State Environmental Review Act (SEQRA) and will not have a significant impact on the environment.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 9,780

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): \$9,780
Over Five Years: _____

Additional Comments/Explanation:

RESOLUTION REQUEST TO ACQUIRE REAL PROPERTY OWNED BY JOHN J. BERNITT AND CAROLYN A. BERNITT, IN CONNECTION WITH THE CR 85 (MILL ROAD) SLOPE REPAIR PROJECT, TOWN OF RHINEBECK, DUTCHESS COUNTY, NY

Prepared by: Matthew W. Davis *MD*

Prepared On: 4/6/26

ADVANCE PAYMENT AGREEMENT TO PURCHASE REAL PROPERTY

Project: CR 85 (MILL ROAD) SLOPE REPAIR PROJECT, TOWN OF RHINEBECK, DUTCHESS COUNTY, NY

This Agreement by and between John J. Bernitt and Carolyn A. Bernitt, 633 Mill Road, Rhinebeck, NY 12572, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer."

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey,

☒ *permanent easement to 6,328+/- square feet of real property.*
Purchase Price: \$9,780.00

☒ *temporary easement to 330+/- square feet of real property.*
Purchase Price: \$120.00

Located at 633 Mill Road, Rhinebeck, NY 12572, being further described on Maps 1&2, attached hereto.

Being a portion of those same lands described in that certain deed recorded in Liber 1735, Page 0366 in the Office of the County Clerk for Dutchess County, re: Parcel Number (135089-6068-00-991742-0000).

2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: None
3. TEMPORARY EASEMENT USE. The temporary easement shall be exercised for the purpose of access and constructing or reconstructing the roadway and drainage facilities.
4. TERM OF TEMPORARY EASEMENT. The term of the temporary easement shall be for two (2) years. The commencement date may be up to nine (9) months after the date of execution of the temporary easement. If required, the temporary easement may be extended as agreed to by both the Seller and Buyer.
5. PURCHASE PRICE. The Seller and the Buyer cannot agree upon the value of the real property interest(s) to be conveyed. The Buyer is willing to pay an amount equal to the highest approved appraisal of the just compensation for the property. This amount is NINE THOUSAND NINE HUNDRED AND 00/100 DOLLARS (\$9,900.00). This amount includes the real property interest(s) described in Paragraph 1 and the improvements described in Paragraph 2. The Seller agrees, as a prerequisite to such advance payment, to execute and to deliver or cause the

execution and delivery to the Buyer of all documents which the Buyer, deems necessary to authorize payment and to convey to the Buyer clear title to the property described in paragraph 1 subject to the claim of the Seller. The parties agree that the Seller's right of the advance payment shall not be conditioned on the waiver of any other right.

6. CLAIM. In accordance with Article 5 of the New York State Eminent Domain Procedure Law, the Seller hereby reserves the right to file a claim in the Dutchess County Supreme Court. It is agreed that, if the Supreme Court finds the value of the real property interest acquired is equal to or exceeds the advance payment amount, the amount of such advance payment shall be deducted from the amount so found by the court or, in the alternative, the award of said court shall be in the amount of the excess, if any, over and above the advance payment amount. In the event the amount so found by the court is less than the amount of said advance payment, the Buyer, upon application made to the court on at least eight days notice to the Seller, may request the difference between the award as found by the court and the amount of said advance payment. This Paragraph 5 of this Advance Payment Agreement shall not merge into the deed and shall survive the conveyance of the aforementioned real property interest.
7. FILING OF CLAIM. It is understood and agreed by and between the parties hereto, that if the Seller intends to file a claim for additional compensation in the Dutchess County Supreme Court, he/she/it must file the claim within one (1) year from the date of the execution of this Agreement. If the Seller fails to file the claim in the time period stated, this Advance Payment Agreement shall automatically become a Purchase Agreement in full and complete settlement of all claims without further ratification, approval or consent by Seller and Seller shall be deemed to have released Seller's claim against the Buyer.
8. THE BUYER is required to restore the property of the Seller that is disturbed as a result of construction activities to the condition that it was on the date of the execution of the temporary easement, to the extent reasonably possible.
9. THE SELLER AND ITS HEIRS, SUCCESSORS AND/OR ASSIGNS shall not be liable for personal injury or property damage caused by the carelessness, negligence or conduct of the Buyer, its employees, contractors, invitees or agents in the use of the easement premises in connection with this temporary easement. The Buyer agrees to defend, indemnify and hold harmless the Seller, its successor's and assigns from any and all claims and damages caused directly by the existence of this temporary easement, the use and occupancy by the Buyer of the easement premises, or the acts of Buyer, its agents, employees or contractors.
10. THE CONTRACTOR hired by the Buyer shall maintain in effect during the term of this temporary easement, general liability insurance coverage to cover the work being done on the property that is the subject of the temporary easement. The Seller shall be listed as additional insured on the contractor's certificate of insurance.

11. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:

A. **Deed.** Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.

12. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

13. **RECORDING COSTS AND CLOSING ADJUSTMENTS.** Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.

14. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

15. **ENTIRE AGREEMENT.** This Agreement when signed by both the Buyer and the Seller will be the record of the complete Agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.

16. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent and temporary easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.

17. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given by the attorneys for the parties.

18. **CLOSING DATE AND PLACE.** Transfer of title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.

19. COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision dose not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this _____ day of _____ 2026, the parties have entered into this Agreement.

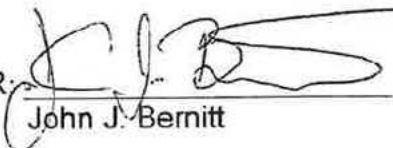
APPROVED AS TO FORM:

Department of Law

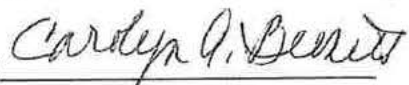
APPROVED AS TO CONTENT:

Department of Public Works

SELLER: _____


John J. Bernitt

SELLER: _____


Carolyn A. Bernitt

BUYER: _____

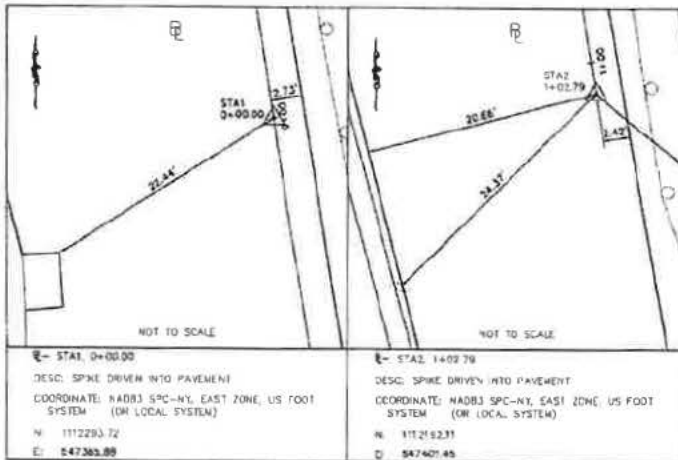
Sue Serino
County Executive



EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 1
PARCEL NO. 1
SHEET 1 OF 2

CR-85 SLOPE FAILURE



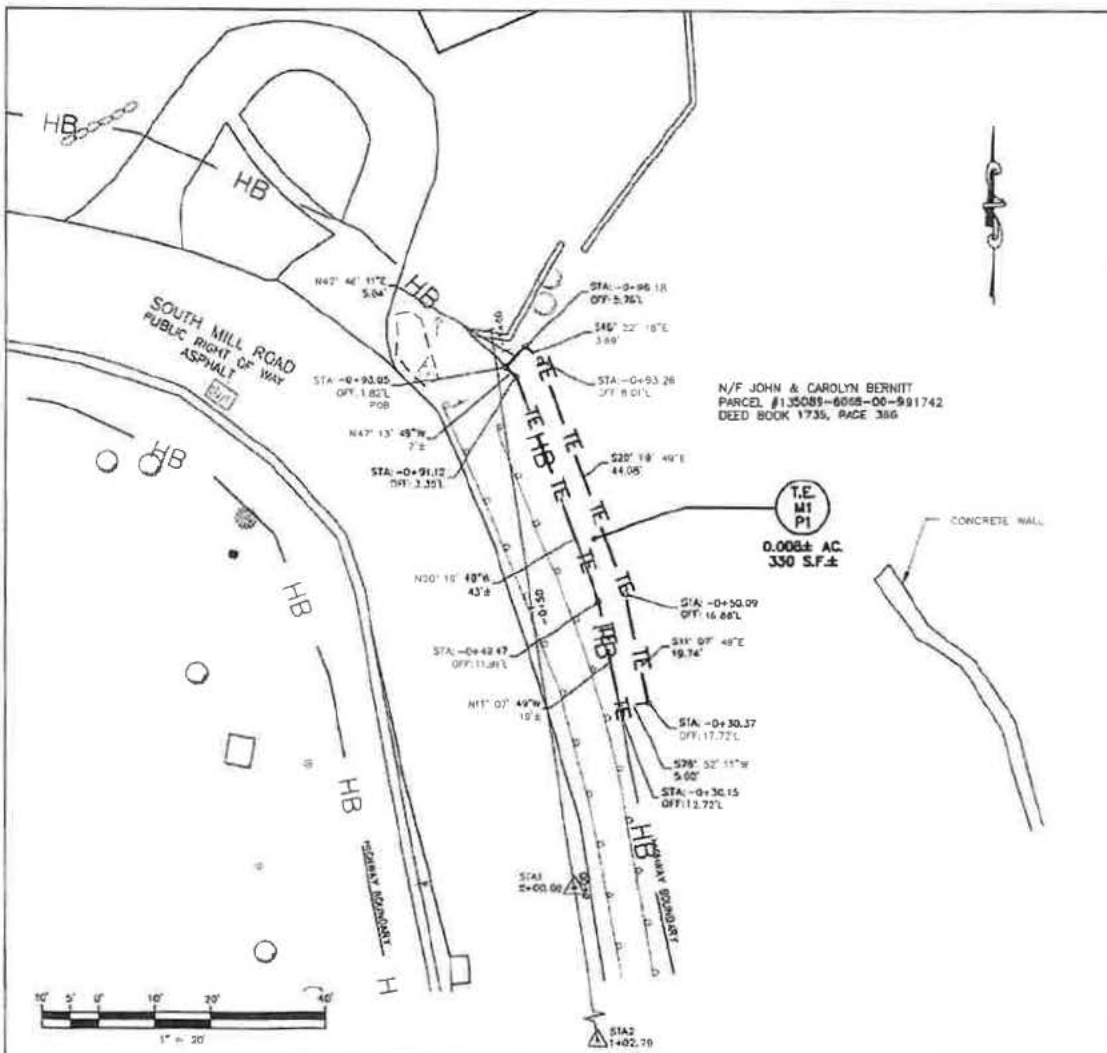
ACQUISITION DESCRIPTION:

Type: T.E.
Portion of Real Property Tax
Parcel ID No. 135089-6068-00-991742

Town of Rhinebeck
County of Dutchess
State of New York

REPUTED OWNER:

JOHN & CAROLYN BERNITT
633 SOUTH MILL RD
RHINEBECK, NY 12572



ORIGINAL OF THIS MAP (SHEETS 1 & 2)
ARE ON FILE AT THE OFFICES OF THE DUTCHESS
COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 1
REVISED DATE
DATE PREPARED 07-05-2028

PREPARED BY 20

D-CHECKED BY 20

FINAL CHECK BY 05

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 1
PARCEL NO. 1
SHEET 2 OF 2

CR-85 SLOPE FAILURE

Temporary Construction Easement 1

A temporary easement to be exercised in, on and over the property of the lands now or formerly John & Carolyn Bernitt, Parcel Number 135089-6068-00-991742 as designated on the Dutchess County Tax Maps, for the purpose of construction highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 1, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the easterly side line of South Mill Road, said point being 2± feet distant easterly measured at right angles, from station -0+93± of the survey baseline referenced hereafter; thence through lands of the grantor herein the following five (5) courses: (1) North 42°46'11" East 5.04 feet to a point distant easterly 5.76 feet measured at right angles, from station -0+96.18 of said baseline; (2) thence South 46°22'18" East 3.69 feet to a point distant easterly 8.01 feet measured at right angles, from station -0+93.26 of said baseline; (3) thence South 20°19'49" East 44.08 feet to a point distant easterly 16.88 feet measured at right angles, from station -0+50.09 of said baseline; (4) thence South 11°07'49" East 19.74 feet to a point distant easterly 17.72 feet measured at right angles, from station -0+30.37 of said baseline; (5) thence South 78°52'11" West 5.00 feet to a point in the existing easterly boundary of South Mill Road distant easterly 12.72 feet measured at right angles, from station -0+30.15 of said baseline; thence along said existing easterly boundary of South Mill Road the following three (3) courses: (1) North 11°07'49" West 19± feet to a point distant easterly 11.91 feet measured at right angles, from station -0+49.47 of said baseline; (2) thence North 20°19'48" West 43± feet to a point distant easterly 3.35 feet measured at right angles, from station -0+91.12 of said baseline; (3) thence North 47°13'49" West 2± feet to the point of beginning; being 330 square feet or 0.008 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station -1+00.00; thence South 08°43'01" East to station 0+00.00 and South 08°43'01" East to station 1+02.79.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026

Robert H. Balkind, P.E.

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



MAP NUMBER 1
REVISED DATE _____
DATE PREPARED 02-02-2026

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026

DIV

DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

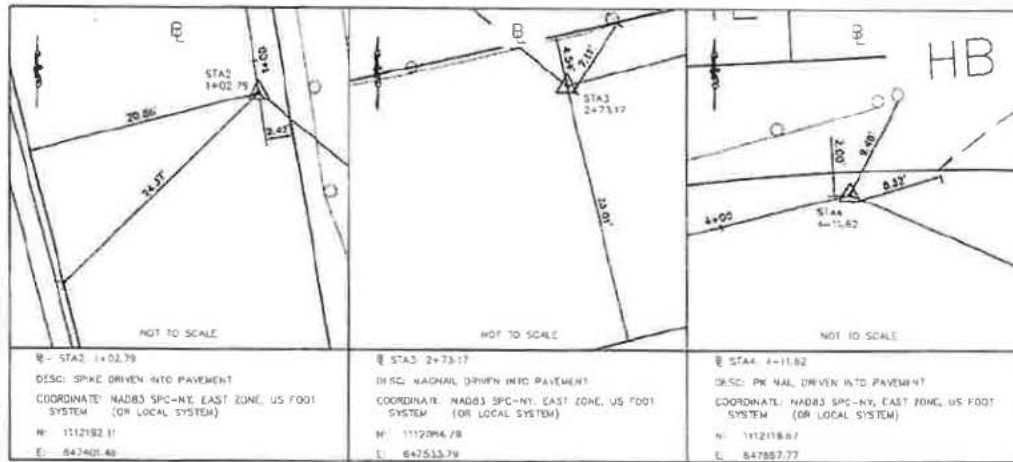
TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953



EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 2
PARCEL NO. 3B
SHEET 1 OF 2

CR-85 SLOPE FAILURE



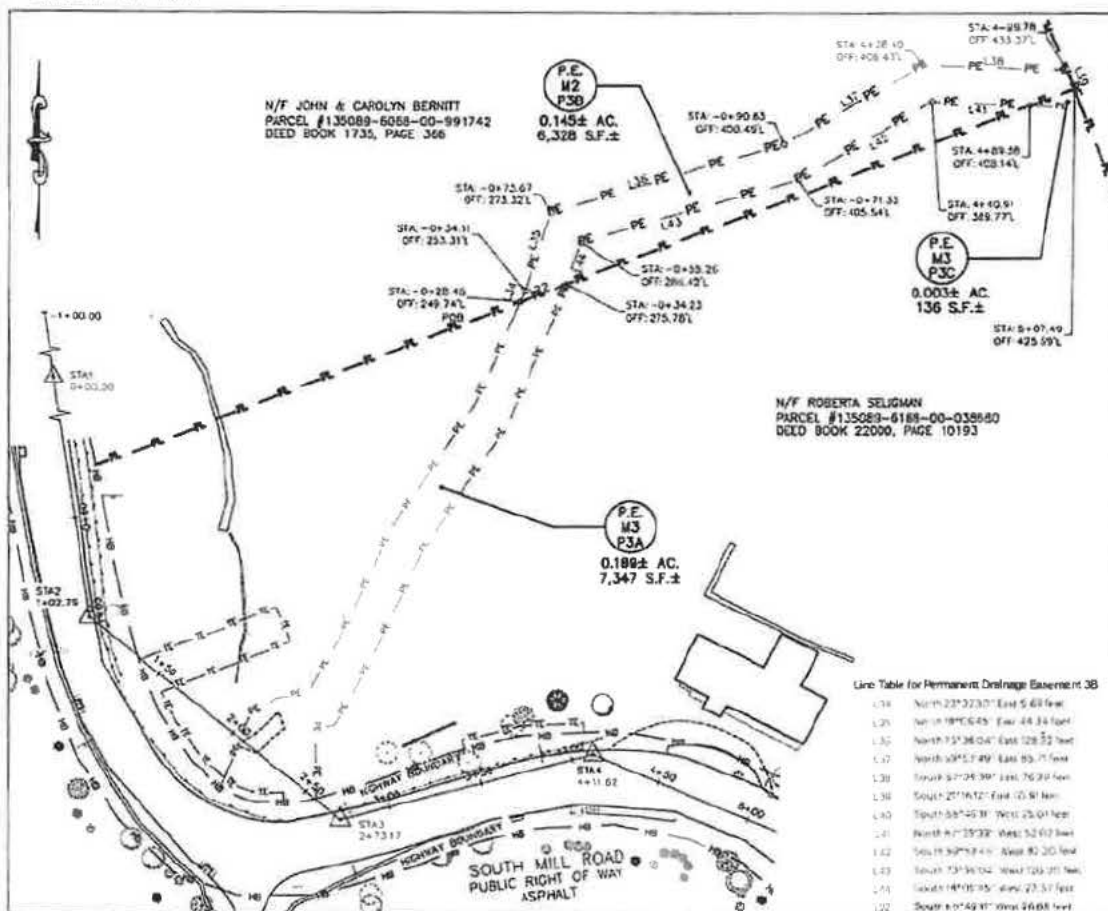
ACQUISITION DESCRIPTION:

Type: P.E.
Portion of Real Property tax
Parcel ID No. 135089-6168-00-038680 &
135089-6068-00-991742

REPUTED OWNERS:

JOHN & CAROLYN BERNITT
633 SOUTH MILL RD
RHINEBECK, NY 12572

Town of Rhinebeck
County of Dutchess
State of New York



ORIGINAL OF THIS MAP, SHEETS 1 & 2,
ARE ON FILE AT THE OFFICE OF THE DUTCHESS
COUNTY DEPARTMENT OF PUBLIC WORKS



MAP NUMBER 2
REVISED DATE _____
DATE PREPARED 02-05-2026

PREPARED BY SD

CHECKED BY DS

FINAL CHECK BY DS

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 2
PARCEL NO. 3B
SHEET 2 OF 2

CR-85 SLOPE FAILURE

Permanent Drainage Easement 3B

A permanent easement to be exercised in, on and over the property of the lands now or formerly John & Carolyn Bernitt, Parcel Number 135089-5168-00-038680 as designated on the Dutchess County Tax Maps, for the purpose of drainage highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 3B, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the northerly boundary of the lands now or formerly Roberto Seligman, Parcel Number 135089-5168-00-038680 said point being 250± feet distant sterly measured at right angles, from station -0+28± of the survey baseline referenced hereafter; thence through lands of the grantors herein the following five (5) courses: (1) North 23°32'30" East 6.69 feet to a point distant easterly 253.31 feet measured at right angles, from station -0+34.11 of said baseline; (2) thence North 18°06'45" East 44.34 feet to a point distant easterly 273.32 feet measured at right angles, from station -0+73.67 of said baseline; (3) thence North 73°36'04" East 128.32 feet to a point distant easterly 400.49 feet measured at right angles, from station -0+90.83 of said baseline; (4) thence North 59°53'49" East 85.71 feet to a point distant northeasterly 406.43 feet measured at right angles, from station 4+28.40 of said baseline; (5) thence South 87°39'39" East 76.39 feet to a point in the existing easterly boundary of the lands now or formerly John & Carolyn Bernitt distant northeasterly 433.37 feet measured at right angles, from station 4+99.78 of said baseline; thence along said existing easterly boundary of the lands now or formerly John & Carolyn Bernitt, South 21°16'12" East 10.91 feet to a point in the existing northeasterly corner boundary of the lands now or formerly Roberto Seligman distant northeasterly 425.59 feet measured at right angles, from station 5+07.49 of said baseline; thence along said existing northerly boundary of the lands now or formerly Roberto Seligman, South 68°46'11" West 25.01 feet to a point distant northeasterly 408.14 feet measured at right angles, from station 4+89.58 of said baseline; thence through lands of the grantors herein the following four (4) courses: (1) North 87°39'39" West 52.02 feet to a point distant northeasterly 389.77 feet measured at right angles, from station 4+40.91 of said baseline; (2) thence South 59°53'49" West 82.30 feet to a point distant easterly 405.54 feet measured at right angles, from station -0+71.33 of said baseline; (3) thence South 73°36'04" West 120.20 feet to a point distant easterly 286.42 feet measured at right angles, from station -0+55.26 of said baseline; (4) thence South 18°06'45" West 23.57 feet to a point in the existing northerly boundary of the lands now or formerly Roberto Seligman, distant easterly 275.78 feet measured at right angles, from station -0+34.23 of said baseline; thence along said existing northerly boundary of the lands now or formerly Roberto Seligman, South 68°46'11" West 26.68 feet to the point of beginning; being 6,328 square feet or 0.145 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station -1+00.00; thence South 08°43'01" East to station 0+00.00 and South 08°43'01" East to station 1+02.79 and South 50°57'29" East to station 2+73.17 and North 75°24'37" East to station 4+11.62 and South 66°59'02" East to station 5+46.16.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026

Robert H. Balkind

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



MAP NUMBER 2
REVISED DATE _____
DATE PREPARED 02-05-2026

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026

DIV

DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953

RESOLUTION NO. 2026069

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION AND PERMANENT EASEMENTS FROM ROBERTA SELIGMAN, IN CONNECTION WITH THE COUNTY ROUTE 85 (SOUTH MILL ROAD) SLOPE FAILURE AND ROAD REPAIR PROJECT, TOWN OF RHINEBECK, DUTCHESS COUNTY

Legislators BRENDLI, KAUL, KEARNEY, LAWLER, REDL and RHODES offer the following and move its adoption:

WHEREAS, the Department of Public Works (“DPW”) has proposed a slope failure and road repair project of County Route 85 (South Mill Road) in the Town of Rhinebeck, a project which includes the acquisition of certain portions of property (the “Project”), and

WHEREAS, DPW has determined that the Project in an Unlisted Action pursuant to Article 8 of the Environmental Conservation Law (the “New York State Environmental Quality Review Act” or “SEQRA”) and its implementing regulations at 6 NYCRR Part 617, and will not have a significant effect on the environment, and

WHEREAS, DPW has made a determination that in order to complete the Project referenced above, it is necessary to acquire the following parcels all of which are located at 665 South Mill Road, in the Town of Rhinebeck, described as Parcel Identification Number 135089-6168-00-038680-0000, presently owned by Roberta Selgman:

- (1) a fee acquisition on a portion of property shown on Map 6, Parcel 7 (approximately 343 +/- square feet)
- (2) a permanent easement on a portion of property shown on Map 3, Parcel 3A (approximately 7,347 +/- square feet)
- (3) a permanent easement on a portion of property shown on Map 3, Parcel 3C (approximately 136 +/- square feet)
- (4) a permanent easement on a portion of property shown on Map 7, Parcel 8 (approximately 2,637 +/- square feet)
- (5) a permanent easement on a portion of property shown on Map 7, Parcel 9 (approximately 1,737 +/- square feet)
- (6) a permanent easement on a portion of property shown on Map 7, Parcel 10 (approximately 1,502 +/- square feet)
- (7) a permanent easement on a portion of property shown on Map 8, Parcel 11 (approximately 281 +/- square feet), and

WHEREAS, a proposed Agreement to Purchase Real Property between the County and the property owner is annexed hereto, and

WHEREAS, the Commissioner of Public Works has recommended that the subject property be purchased for the sum of \$540 for the fee acquisition and \$18,930 for the permanent easements, plus authorization to spend up to \$1,000 in related expenses, if any, and that the terms

PUBLIC WORKS

and conditions of the Agreement be carried forth, now, therefore, be it

RESOLVED, that the County Executive, or her designee, is authorized to execute the Agreement to Purchase Real Property in substantially the same form as annexed hereto along with any other necessary documents in connection with this easement, and be it further

RESOLVED, that upon receipt from the property owner of an executed Deed and easements to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, the County shall pay to the property owner the sum of \$19,470 (\$540 and \$18,930 referenced above) and up to \$1,000 in related expenses, if any, for such conveyance, and be it further

RESOLVED, that the terms and conditions of the aforementioned Agreement to Purchase Real Property be carried out by the Dutchess County Department of Public Works.

CA-058-26
BP/rjw
R-1078
04/08/2026
Fiscal Impact: See Attached

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

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 11 day of May, 2026, 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 12 day of May, 2026.



[Signature]
JULIE SHIROIS II, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

AW County Executive

SP County Attorney (as to form)

RS / BP Public Works

HS / SP Finance

DAB / BP Comptroller

ym Budget

SUE SERINO
COUNTY EXECUTIVE



ROBERT H. BALKIND, P.E.
COMMISSIONER

DAVID C. WHALEN
DEPUTY COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Robert H. Balkind, P.E., Commissioner
FROM: Matthew W. Davis, Assistant Civil Engineer I *MD*
DATE: April 6, 2026
**RE: RESOLUTION REQUEST TO ACQUIRE REAL PROPERTY OWNED BY
ROBERTA SELIGMAN IN CONNECTION WITH THE CR 85 (MILL ROAD)
SLOPE REPAIR PROJECT, TOWN OF RHINEBECK, NY**

Accompanying this memo is a Resolution Request Form, Fiscal Impact Statement and the signed Agreement to Purchase Real Property. The department is seeking authorization to acquire the following parcels.

a fee acquisition of 343+/- square feet of real property being further described on Map 6, Parcel 7, for the purchase price of \$540.00.

a permanent easement to 7,347+/- square feet of real property further described on Map 3, Parcel 3A, for the purchase price of \$10,220

a permanent easement to 136+/- square feet of real property further described on Map 3, Parcel 3C, for the purchase price of \$180

a permanent easement to 2,637+/- square feet of real property further described on Map 7, Parcel 8, for the purchase price of \$3,690

a permanent easement to 1,737+/- square feet of real property further described on Map 7, Parcel 9, for the purchase price of \$2,420

a permanent easement to 1,502+/- square feet of real property further described on Map 7, Parcel 10, for the purchase price of \$2,060

a permanent easement to 281+/- square feet of real property further described on Map 8, Parcel 11, for the purchase price of \$360

These parcels are a portion of the property located at 665 Mill Road, Rhinebeck, NY 12572, with the parcel number (135089-6168-00-038680-0000).

The subject project is an Unlisted Action pursuant to 617.6 of the State Environmental Review Act (SEQRA) and will not have a significant impact on the environment.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 19,470

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): \$19,470
Over Five Years: _____

Additional Comments/Explanation:

RESOLUTION REQUEST TO ACQUIRE REAL PROPERTY OWNED BY ROBERTA SELIGMAN IN CONNECTION WITH THE CR 85 (MILL ROAD) SLOPE REPAIR PROJECT, TOWN OF RHINEBECK, DUTCHESS COUNTY, NY

Prepared by: Matthew W. Davis 

Prepared On: 4/6/26

AGREEMENT TO PURCHASE REAL PROPERTY

Project: CR 85 (MILL ROAD) SLOPE REPAIR PROJECT, TOWN OF RHINEBECK, DUTCHESS COUNTY, NY

This Agreement by and between Roberta Seligman, 665 Mill Road, Rhinebeck, NY 12572, hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS, with offices at 22 Market Street, Poughkeepsie, New York, 12601 hereinafter referred to as "Buyer."

1. PROPERTY DESCRIPTION. The Seller agrees to sell, grant, convey,

- ☒ a fee acquisition of 343+/- square feet of real property.
Purchase Price: \$540.00
- ☒ permanent easements totaling 13,640+/- square feet of real property.
Purchase Price: \$18,930.00
- ☒ temporary easements totaling 19,497+/- square feet of real property.
Purchase Price: \$6,005.00

Located at 665 Mill Road, Rhinebeck, NY 12572, being further described on Maps 3-8, attached hereto.

Being a portion of those same lands described in that certain deed dated November 2, 2000, and recorded November 13, 2000 as Document Number 02 2000 10193, in the Office of the County Clerk for Dutchess County, re: Parcel Number (135089-6168-00-038680-0000).

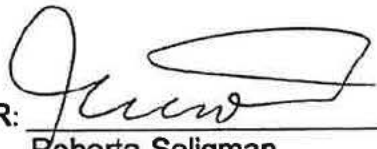
2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: One small tree with an improvement value of \$170.00 and one medium tree with an improvement value of \$730.00.
3. TEMPORARY EASEMENT USE. The temporary easement shall be exercised for the purpose of access and constructing or reconstructing the roadway and drainage facilities.
4. TERM OF TEMPORARY EASEMENT. The term of the temporary easement shall be for two (2) years. The commencement date may be up to nine (9) months after the date of execution of the temporary easement. If required, the temporary easement may be extended as agreed to by both the Seller and Buyer.

5. **PURCHASE PRICE.** The total purchase price is TWENTY-SIX THOUSAND THREE HUNDRED SEVENTY-FIVE AND 00/100 DOLLARS (\$26,375.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any.
6. **THE BUYER** is required to restore the property of the Seller that is disturbed as a result of construction operations to the condition that it was on the date of the execution of the temporary easement, to the extent reasonably possible.
7. **THE SELLER AND ITS HEIRS, SUCCESSORS AND/OR ASSIGNS** shall not be liable for personal injury or property damage caused by the carelessness, negligence or conduct of the Buyer, its employees, contractors, invitees or agents in the use of the easement premises in connection with this temporary easement. The Buyer agrees to defend, indemnify and hold harmless the Seller, its successor's and assigns from any and all claims and damages caused directly by the existence of this temporary easement, the use and occupancy by the Buyer of the easement premises, or the acts of the Buyer, its agents, employees or contractors.
8. **THE CONTRACTOR** hired by the Buyer shall maintain in effect during the term of the temporary easement, general liability insurance coverage to cover the work being done on the property that is the subject of the temporary easement. The Seller shall be listed as additional insured on the contractor's certificate of insurance.
9. **TITLE DOCUMENTS.** Buyer shall provide the following documents in connection with the sale:
 - A. **Deed.** Buyer will prepare and deliver to the Seller for execution at the time of closing all documents required to convey the real property interest(s) described in paragraph 1 above. Buyer will pay for a title search.
10. **MARKETABILITY OF TITLE.** Buyer shall pay for curative action, as deemed necessary by the Buyer, to insure good and valid marketable title in fee simple and/or permanent easement to the property. Such curative action is defined as the effort required to clear title, including but not limited to attending meetings, document preparation, obtaining releases and recording documents. Seller agrees to cooperate with Buyer in its curative action activities. The Seller shall be responsible for the cost to satisfy liens and encumbrances identified by the Buyer. Said cost shall be deducted from the amount stated in paragraph 3 and paid to the appropriate party by the Buyer at the time of closing. In the alternative, the Seller may elect to satisfy the liens and encumbrances from another source of funds.

11. **RECORDING COSTS AND CLOSING ADJUSTMENTS.** Buyer will pay all recording fees, if any. The following, as applicable and as deemed appropriate by the Buyer, will be prorated and adjusted between Seller and Buyer as of the date of closing: current taxes computed on a fiscal year basis, excluding delinquent items, interest and penalties; rent payments; current common charges or assessments.
12. **RESPONSIBILITY OF PERSONS UNDER THIS AGREEMENT; ASSIGNABILITY.** The stipulations aforesaid shall bind and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
13. **ENTIRE AGREEMENT.** This Agreement when signed by both the Buyer and the Seller will be the record of the complete Agreement between the Buyer and Seller concerning the purchase and sale of the property. No verbal agreements or promises will be binding.
14. **BUYER'S POSSESSION OF THE PROPERTY.** For fee simple acquisitions and permanent and temporary easements, the Buyer shall have possession of the property rights on the day payment is received by the Seller. Any closing documents received by the Buyer prior to payment pursuant to paragraph 4 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent.
15. **NOTICES.** All notices under this agreement shall be deemed delivered upon receipt. Any notices relating to this Agreement may be given by the attorneys for the parties.
16. **CLOSING DATE AND PLACE.** Transfer of title shall take place through the mail or at a mutually acceptable location. This Agreement may be subject to the approval of the Dutchess County Legislature.
17. **COUNTERPARTS. SIGNATURES TRANSMITTED BY ELECTRONIC MEANS.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one Agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile of signature transmitted by electronic means applied hereto or to any other document shall have the same and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act."

IN WITNESS WHEREOF, on this _____ day of _____ 2026, the parties have entered into this Agreement.

APPROVED AS TO FORM:

SELLER: 
Roberta Seligman

Department of Law

APPROVED AS TO CONTENT:

BUYER: _____
Sue Serino
County Executive

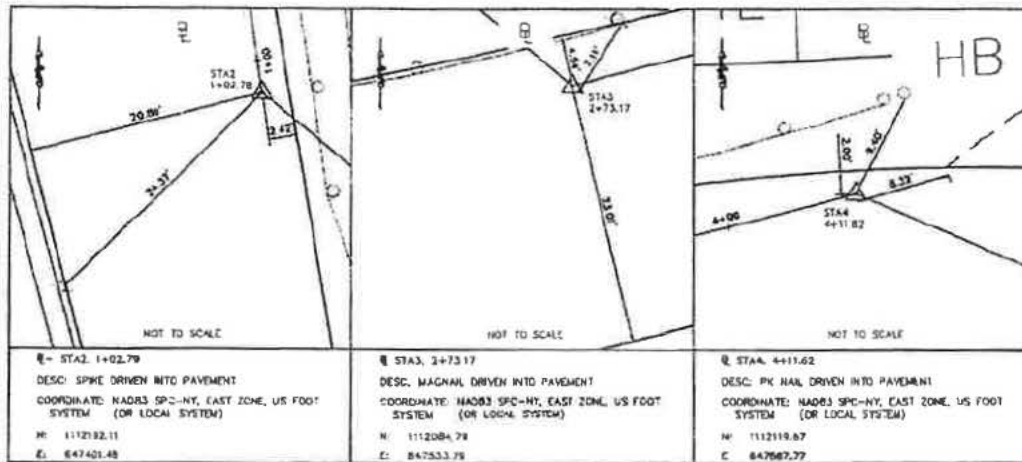
Department of Public Works



EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 3
PARCEL NO. 3A & 3C
SHEET 1 OF 3

CR-85 SLOPE FAILURE



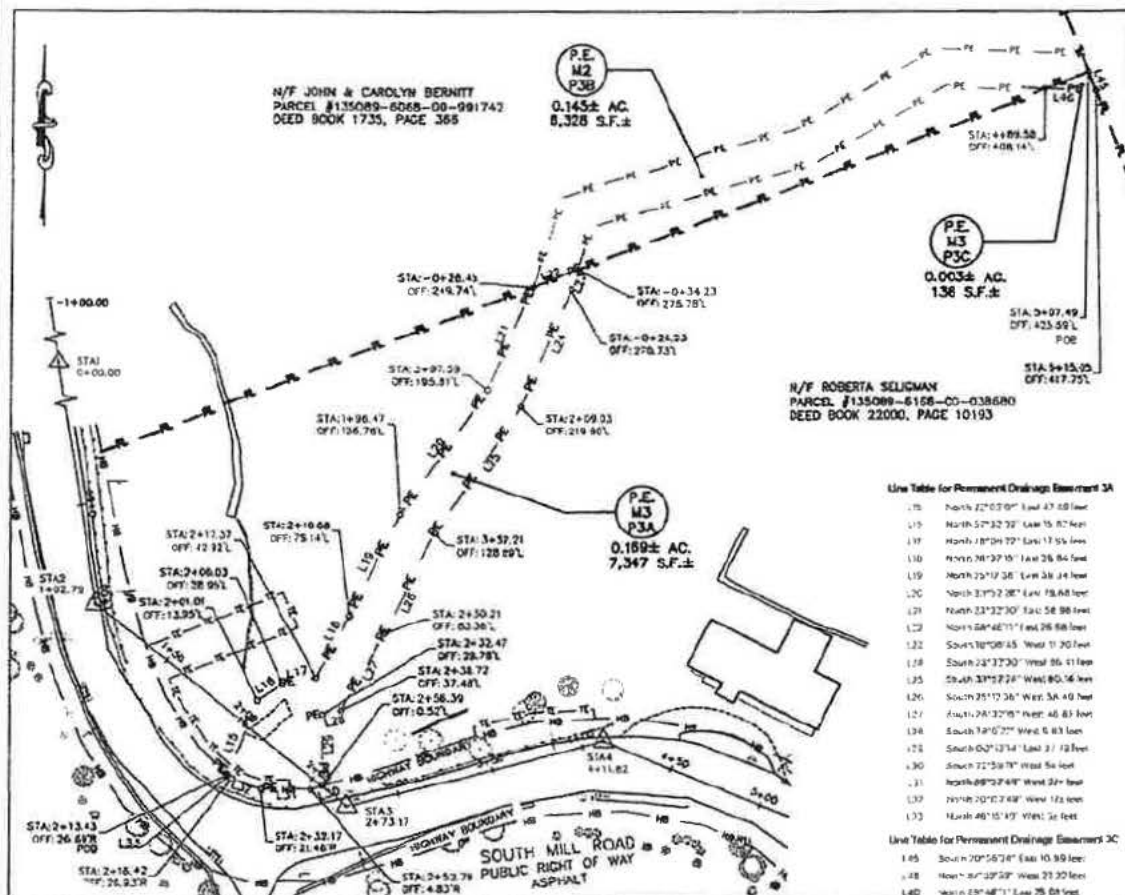
ACQUISITION DESCRIPTION:

Type: P.E.
Portion of Real Property Tax
Parcel ID No. 135089-6168-00-038680 &
135089-6068-00-991742

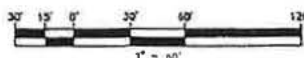
REPUTED OWNERS:

ROBERTA SELIGMAN
665 SOUTH MILL RD
RHINEBECK, NY 12572

Town of Rhinebeck
County of Dutchess
State of New York



ORIGINAL OF THIS MAP (SHEETS 1 & 2)
ARE ON FILE AT THE OFFICES OF THE DUTCHESS
COUNTY DEPARTMENT OF PUBLIC WORKS



MAP NUMBER 3
REVISED DATE _____
DATE PREPARED 02-03-2020

PREPARED BY SS

CHECKED BY SS

FINAL CHECK BY SS

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 3
PARCEL NO. 3A
SHEET 2 OF 3

CR-85 SLOPE FAILURE

Permanent Drainage Easement 3A

A permanent easement to be exercised in, on and over the property of the lands now or formerly Roberto Seligman, Parcel Number 135089-8168-00-038680 as designated on the Dutchess County Tax Maps, for the purpose of drainage highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 3A, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the northerly sideline of South Mill Road, said point being 27± feet distant southwesterly measured at right angles, from station 2+13± of the survey baseline referenced hereafter; thence through lands of the grantors herein the following seven (7) courses: (1) North 2°03'01" East 42.49 feet to a point distant northeasterly 13.95 feet measured at right angles, from station 2+01.01 of said baseline; (2) thence North 57°33'32" East 15.82 feet to a point distant northeasterly 28.95 feet measured at right angles, from station 2+06.03 of said baseline; (3) thence North 78°06'22" East 17.99 feet to a point distant northeasterly 42.92 feet measured at right angles, from station 2+17.37 of said baseline; (4) thence North 28°32'15" East 36.84 feet to a point distant northeasterly 79.14 feet measured at right angles, from station 2+10.66 of said baseline; (5) thence North 25°12'36" East 59.34 feet to a point distant northeasterly 136.76 feet measured at right angles, from station 1+96.47 of said baseline; (6) thence North 33°52'28" East 79.86 feet to a point distant northerly 195.81 feet measured at right angles, from station 3+97.59 of said baseline; (7) thence North 23°32'30" East 58.96 feet to a point in the existing southerly boundary of the lands now or formerly John & Carolyn Bernitt, Parcel Number 135089-6068-00-991742 distant easterly 249.74 feet measured at right angles, from station -0+28.45 of said baseline; thence along said existing southerly boundary of the lands now or formerly John & Carolyn Bernitt, North 68°46'11" East 26.68 feet to a point distant easterly 275.78 feet measured at right angles, from station -0+34.23 of said baseline; thence through the lands of the grantors herein the following seven (7) courses: (1) South 18°06'45" West 11.20 feet to a point distant easterly 270.73 feet measured at right angles, from station -0+24.23 of said baseline; (2) thence South 23°32'30" West 68.41 feet to a point distant northeasterly 219.90 feet measured at right angles, from station 2+09.03 of said baseline; (3) thence South 33°52'28" West 80.16 feet to a point distant northwesterly 128.89 feet measured at right angles, from station 3+52.21 of said baseline; (4) thence South 25°12'35" West 58.40 feet to a point distant northeasterly 83.36 feet measured at right angles, from station 2+30.21 of said baseline; (5) thence South 28°32'15" West 46.65 feet to a point distant northeasterly 37.48 feet measured at right angles, from station 2+38.72 of said baseline; (6) thence South 78°06'22" West 9.93 feet to a point distant northeasterly 29.78 feet measured at right angles, from station 2+32.47 of said baseline; (7) thence South 00°13'14" East 37.79 feet to a point in the existing northerly boundary of South Mill Road distant northeasterly 0.52 feet measured at right angles, from station 2+56.39 of said baseline; thence along said existing northerly boundary of South Mill Road the following four (4) courses: (1) South 72°59'11" West 6± feet to a point distant southwesterly 4.83 feet measured at right angles, from station 2+52.79 of said baseline; (2) thence North 89°52'49" West 27± feet to a point distant southwesterly 21.48 feet measured at right angles, from station 2+32.17 of said baseline; (3) thence North 70°03'49" West 17± feet to a point distant 26.93 feet at right angles, from station 2+16.42 of said baseline; (4) thence North 46°15'49" West 3± feet to the point of beginning; being 7.347 square feet or 0.169 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

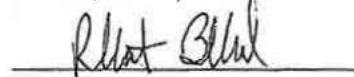
The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station -1+00.00; thence South 08°43'01" East to station 0+00.00 and South 08°43'01" East to station 1+02.79 and South 50°57'29" East to station 2+73.17 and North 75°24'37" East to station 4+11.62 and South 66°59'02" East to station 5+46.16.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 26 2026



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



MAP NUMBER 3
REVISED DATE _____
DATE PREPARED 02-02-2026

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026



DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953

PREPARED BY SD

CHECKED BY DS

FINAL CHECK BY DS

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 3
PARCEL NO. 3C
SHEET 3 OF 3

CR-85 SLOPE FAILURE

Permanent Drainage Easement 3C

A permanent easement to be exercised in, on and over the property of the lands now or formerly Roberto Seligman, Parcel Number 135089-6168-00-038680 as designated on the Dutchess County Tax Maps, for the purpose of drainage highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 3C, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the southeasterly corner boundary of the lands now or formerly John & Carolyn Bernitt, Parcel Number 135089-6068-00-991742, said point being 426± feet distant northeasterly measured at right angles, from station 5+07± of the survey baseline referenced hereafter; thence through lands of the grantors herein the following two (2) courses: (1) South 20°56'24" West 10.89 feet to a point distant northeasterly 417.75 feet measured at right angles, from station 5+15.05 of said baseline; (2) thence North 87°39'39" West 27.22 feet to a point in the existing southerly boundary of the lands now or formerly John & Carolyn Bernitt, Parcel Number 135089-6068-00-991742 distant northeasterly 408.14 feet measured at right angles, from station 4+89.58 of said baseline; thence along said existing southerly boundary of the lands now or formerly John & Carolyn Bernitt, North 68°46'11" East 25.01 feet to the point of beginning; being 136 square feet or 0.003 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station -1+00.00; thence South 08°43'01" East to station 0+00.00 and South 08°43'01" East to station 1+02.79 and South 50°57'29" East to station 2+73.17 and North 75°24'37" East to station 4+11.62 and South 66°59'02" East to station 5+46.16.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026

Robert H. Bolkind

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



MAP NUMBER 3
REVISED DATE _____
DATE PREPARED 02-05-2026

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026

Dominick T. Santini

DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

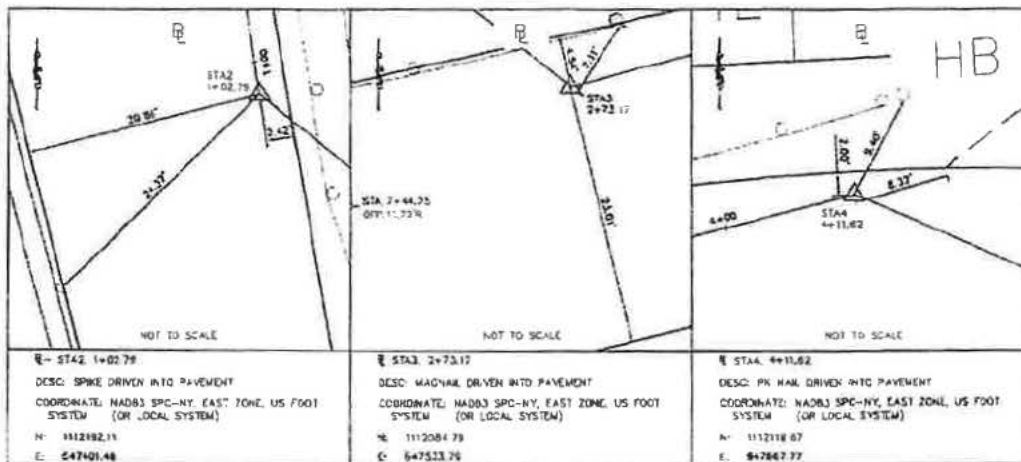
TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953



EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 4
PARCEL NO. 2+4
SHEET 1 OF 3

CR-85 SLOPE FAILURE



ACQUISITION DESCRIPTION:

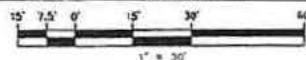
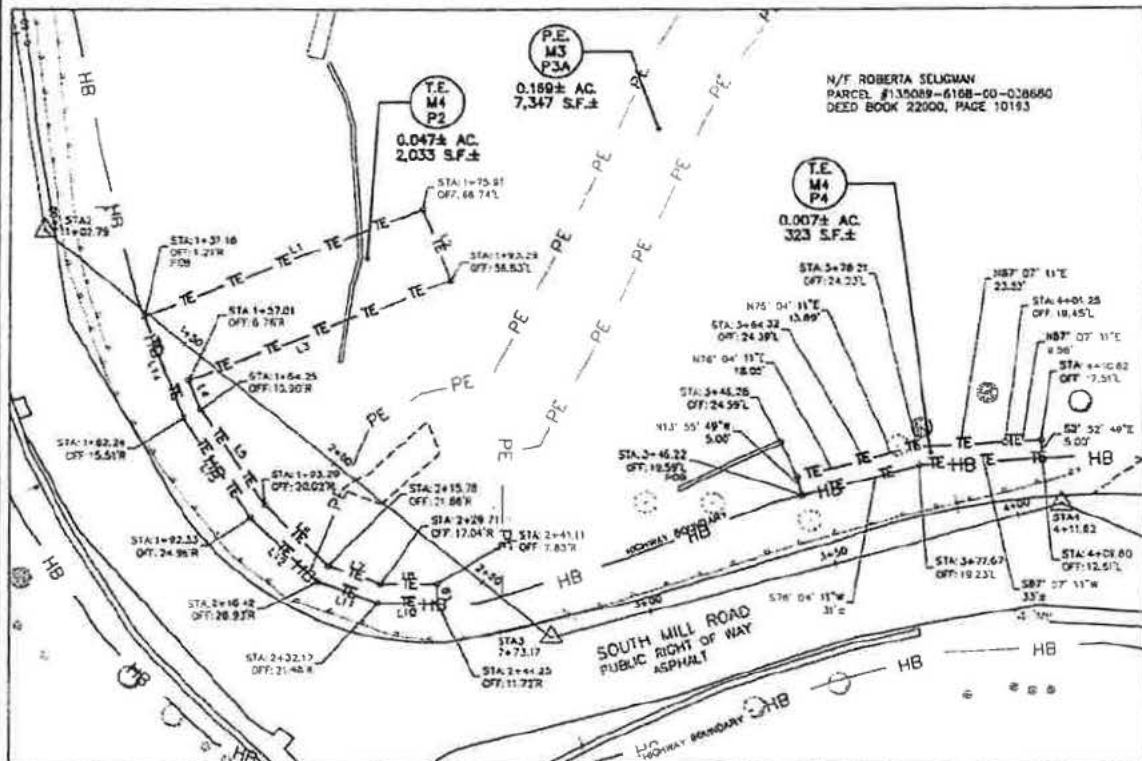
Type: T.E.
Portion of Real Property Tax
Parcel ID No. 135089-6168-00-038680
Town of Rhinebeck
County of Dutchess
State of New York

REPUTED OWNER:

ROBERTA SELIGMAN
665 SOUTH MILL RD
RHINEBECK, NY 12572

Line Table for Temporary Construction Easement 2

L1	North 88°42'11" East 76.22 feet
L2	South 21°15'49" East 20.00 feet
L3	South 68°24'11" West 73.22 feet
L4	South 21°15'49" East 8.33 feet
L5	South 32°33'49" East 32.44 feet
L6	South 45°15'49" East 22.58 feet
L7	South 19°02'49" East 14.11 feet
L8	South 88°53'08" East 16.66 feet
L9	South 02°06'57" West 8.00 feet
L10	North 88°53'08" West 16.66 feet
L11	North 20°03'49" West 12.50 feet
L12	North 10°15'49" West 20.00 feet
L13	North 33°21'49" West 32.00 feet
L14	North 21°15'45" West 28.75 feet



ORIGINAL OF THIS MAP (SHEETS 1 & 2)
ARE ON FILE AT THE OFFICES OF THE DUTCHESS
COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 4
REVISED DATE _____
DATE PREPARED 02-03-2020

PREPARED BY SC

CHECKED BY DS

FINAL CHECK BY DS

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 4
PARCEL NO. 2
SHEET 2 OF 3

CR-85 SLOPE FAILURE

Temporary Construction Easement 2

A temporary easement to be exercised in, on and over the property of the lands now or formerly Roberto Seligman, Parcel Number 135089-6168-00-038680 as designated on the Dutchess County Tax Maps, for the purpose of construction highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 2, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the northeasterly sideline of South Mill Road, said point being 1± feet distant southwesterly measured at right angles, from station 1+37± of the survey baseline referenced hereafter; thence through lanes of the grantor herein the following nine (9) courses: (1) North 68°44'11" East 78.22 feet to a point distant northeasterly 66.74 feet measured at right angles, from station 1+75.91 of said baseline; (2) thence South 21°15'49" East 20.00 feet to a point distant northeasterly 56.83 feet measured at right angles, from station 1+93.29 of said baseline; (3) thence South 68°44'11" West 73.22 feet to a point distant southwesterly 6.78 feet measured at right angles, from station 1+57.01 of said baseline; (4) thence South 21°15'49" East 8.33 feet to a point distant southwesterly 10.90 feet measured at right angles, from station 1+64.25 of said baseline; (5) thence South 33°31'49" East 30.44 feet to a point distant southwesterly 20.02 feet measured at right angles, from station 1+93.29 of said baseline; (6) thence South 46°15'49" East 22.56 feet to a point distant southwesterly 21.86 feet measured at right angles, from station 2+15.78 of said baseline; (7) thence South 70°03'49" 14.74 East feet to a point distant southwesterly 17.04 feet measured at right angles, from station 2+29.71 of said baseline; (8) thence South 89°53'08" East 14.65 feet to a point distant southwesterly 7.83 feet measured at right angles, from station 2+41.11 of said baseline; (9) thence South 00°06'52" West 5.00 feet to a point in the existing northeasterly boundary of South Mill Road distant southwesterly 11.72 feet measured at right angles, from station 2+44.25 of said baseline; thence along said existing northeasterly boundary of South Mill Road the following five (5) courses: (1) North 89°53'08" West 16± feet to a point distant southwesterly 21.48 feet measured at right angles, from station 2+32.17 of said baseline; (2) thence North 70°03'49" West 17± feet to a point distant southwesterly 26.93 feet measured at right angles, from station 2+16.42 of said baseline; (3) thence North 46°15'49" West 24± feet to a point distant southwesterly 24.96 feet measured at right angles, from station 1+92.33 of said baseline; (4) thence North 33°31'49" West 32± feet to a point distant southwesterly 15.51 feet measured at right angles, from station 1+62.24 of said baseline; (5) thence North 21°15'49" West 29± feet to the point of beginning; being 2,033 square feet or 0.047 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station 1+02.79; thence South 50°57'29" East to station 2+73.17.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026

Robert H. Balkind

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



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026

D. T. Santini

DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953

MAP NUMBER 4
REVISED DATE _____
DATE PREPARED 02-02-2026

PREPARED BY SS

CHECKED BY SS

FINAL CHECK BY SS

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 4
PARCEL NO. 4
SHEET 3 OF 3

CR-85 SLOPE FAILURE

Temporary Construction Easement 4

A temporary easement to be exercised in, on and over the property of the lands now or formerly Roberto Seligman, Parcel Number 135089-6166-00-038680 as designated on the Dutchess County Tax Maps, for the purpose of construction highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 4, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the northerly sideline of South Mill Road, said point being 20± feet distant northerly measured at right angles, from station 3+46± of the survey baseline referenced hereafter; thence through lands of the grantor herein the following six (6) courses: (1) thence North 13°55'49" West 5.00 feet to a point distant northerly 24.59 feet measured at right angles, from station 3+46.28 of said baseline; (2) thence North 76°04'11" East 18.05 feet to a point distant northerly 24.39 feet measured at right angles, from station 3+64.32 of said baseline; (3) thence North 76°04'11" East 13.89 feet to a point distant northerly 24.23 feet measured at right angles, from station 3+78.21 of said baseline; (4) thence North 87°07'11" East 23.53 feet to a point distant northerly 19.45 feet measured at right angles, from station 4+01.25 of said baseline; (5) thence North 87°07'11" East 9.56 feet to a point distant northerly 17.31 feet measured at right angles, from station 4+10.82 of said baseline; (6) thence South 02°52'49" East 5.00 feet to a point to a point in the existing northerly boundary of South Mill Road distant northerly 12.61 feet measured at right angles, from station 4+09.60 of said baseline; thence along said existing northerly boundary of South Mill Road the following two (2) courses: (1) thence South 87°07'11" West 33± feet to a point distant northerly 19.23 feet measured at right angles, from station 3+77.67 of said baseline; (2) thence South 76°04'11" West 31± feet to the point of beginning, being 323 square feet or 0.007 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station 2+73.17; thence North 75°24'37" East to station 4+11.62.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026

Robert H. Balkind

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



MAP NUMBER 4
REVISED DATE _____
DATE PREPARED 02-03-2026

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026

Dominick T. Santini

DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 5
PARCEL NO. 5
SHEET 2 OF 2

CR-85 SLOPE FAILURE

Temporary Construction Easement 5

A temporary easement to be exercised in, on and over the property of the lands now or formerly Roberto Seligman, Parcel Number 135089-6168-00-038680 as designated on the Dutchess County Tax Maps, for the purpose of construction highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 5, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the northeasterly sideline of South Mill Road, said point being 27± feet distant northeasterly measured at right angles, from station 5+10± of the survey baseline referenced hereafter; thence through lands of the grantor herein the following four (4) courses: (1) North 25°03'11" East 5.00 feet to a point distant northeasterly 32.18 feet measured at right angles, from station 5+10.65 of said baseline; (2) thence South 63°56'49" East 6.13 feet to a point distant northeasterly 31.85 feet measured at right angles, from station 5+16.77 of said baseline; (3) thence South 47°44'57" East 24.83 feet to a point distant northeasterly 23.67 feet measured at right angles, from station 5+40.22 of said baseline; (4) thence South 42°44'11" West 5.00 feet to a point in the existing northeasterly boundary of South Mill Road distant northeasterly 18.97 feet measured at right angles, from station 5+38.53 of said baseline; thence along said existing northeasterly boundary of South Mill Road the following two (2) courses: (1) North 47°15'49" West 23± feet to a point distant northeasterly 26.86 feet measured at right angles, from station 5+16.51 of said baseline; (2) thence North 63°56'49" West 6± feet to the point of beginning; being 149 square feet or 0.003 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 1 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

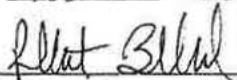
The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station 4+11.62; thence South 66°59'02" East to station 5+46.16.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026



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



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026



DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953

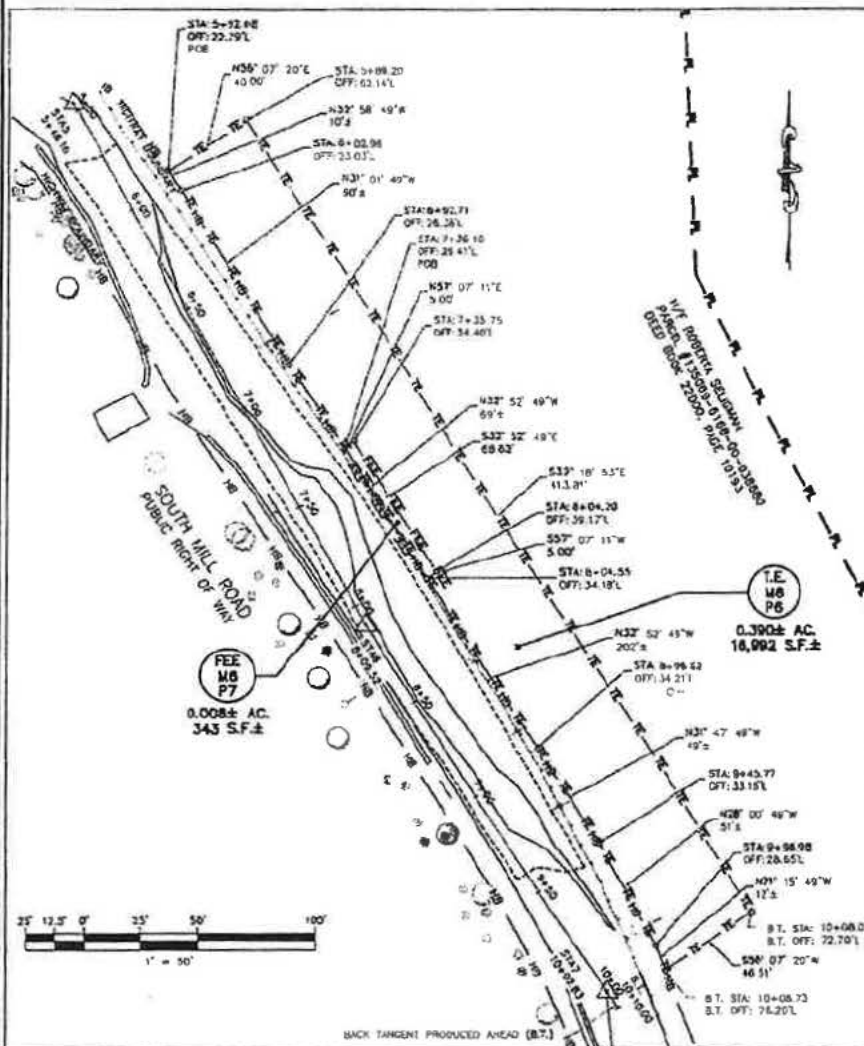
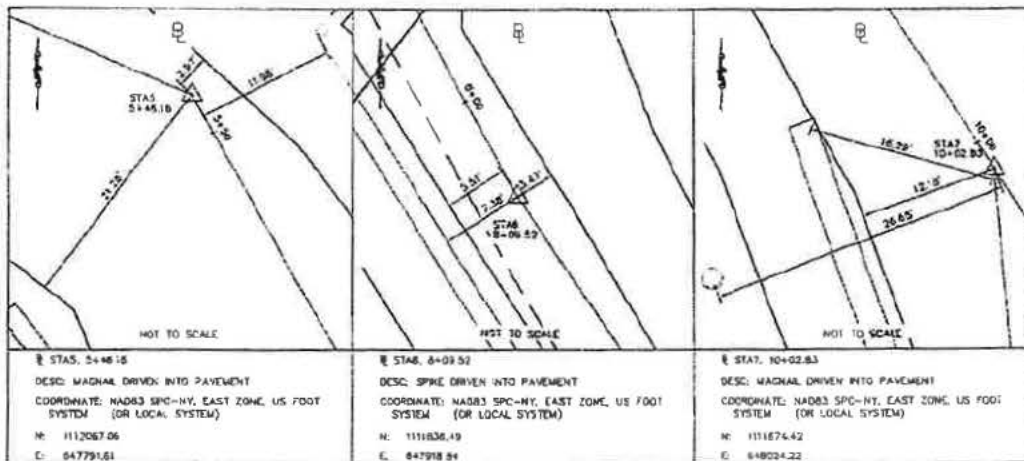
MAP NUMBER 5
REVISED DATE _____
DATE PREPARED 02-05-2026



EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 6
PARCEL NO. 5+7
SHEET 1 OF 3

CR-85 SLOPE FAILURE



ORIGINAL OF THIS MAP (SHEETS 1 & 2)
ARE ON FILE AT THE OFFICES OF THE DUTCHESS
COUNTY DEPARTMENT OF PUBLIC WORKS

MAP NUMBER 6
REVISED DATE _____
DATE PREPARED 02-03-2024

PREPARED BY SO

CHECKED BY DS

FINAL CHECK BY DS

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 6
PARCEL NO. 6
SHEET 2 OF 3

CR-85 SLOPE FAILURE

Temporary Construction Easement 6

A temporary easement to be exercised in, on and over the property of the lands now or formerly Roberto Seligman, Parcel Number 135089-6168-00-038680 as designated on the Dutchess County Tax Maps, for the purpose of construction highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 6, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the northeasterly sideline of South Mill Road, said point being 22± feet distant northeasterly measured at right angles, from station 5+93± of the survey baseline referenced hereafter; thence through lands of the grantor herein the following three (3) courses: (1) North 56°07'20" East 40.00 feet to a point distant northeasterly 62.14 feet measured at right angles, from station 5+89.20 of said baseline; (2) thence South 32°18'53" East 413.81 feet to a point distant northeasterly 72.70 feet measured at right angles, from the B.T. station 10+08.05 of said baseline; (3) thence South 56°07'20" West 46.51 feet to a point in the existing northeasterly boundary of South Mill Road distant northeasterly 26.20 feet measured at right angles, from the B.T. station 10+08.73 of said baseline; thence along said existing northeasterly boundary of South Mill Road the following six (6) courses: (1) North 21°15'49" West 12± feet to a point distant northeasterly 28.65 feet measured at right angles, from station 9+96.98 of said baseline; (2) thence North 28°00'49" West 51± feet to a point distant northeasterly 33.15 feet measured at right angles, from station 9+45.77 of said baseline; (3) thence North 31°47'49" West 49± feet to a point distant northeasterly 34.21 feet measured at right angles, from station 8+96.62 of said baseline; (4) thence North 32°52'49" West 202± feet to a point distant northeasterly 26.35 feet measured at right angles, from station 6+92.71 of said baseline; (5) thence North 31°01'49" West 90± feet to a point distant northeasterly 23.03 feet measured at right angles, from station 6+02.96 of said baseline; (6) thence North 32°58'49" West 10± feet to the point of beginning; being 16,992 square feet or 0.390 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 6 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station 5+46.16; thence South 28°53'23" East to station 8+09.52 and South 33°02'04" East to station 10+02.83 with a back tangent produced ahead station to 10+10.00.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026

Robert H. Balkind

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



MAP NUMBER 6
REVISED DATE _____
DATE PREPARED 02-02-2026

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026

D. T. Santini
DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
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Mountainville, NY 10953

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 6
PARCEL NO. 7
SHEET 3 OF 3

CR-85 SLOPE FAILURE

FEE 7

All that piece or parcel of property designated as Parcel No. 7, situate in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the northeasterly sideline of South Mill Road, said point being 29± feet distant northeasterly measured at right angles, from station 7+36± of the survey baseline referenced hereafter; thence through lands of the grantor herein the following three (3) courses: (1) North 57°07'11" East 5.00 feet to a point distant northeasterly 34.40 feet measured at right angles, from station 7+35.75 of said baseline; (2) thence South 32°52'49" East 68.62 feet to a point distant northeasterly 39.17 feet measured at right angles, from station 8+04.20 of said baseline; (3) thence South 57°07'11" West 5.00 feet to a point in the existing northeasterly boundary of South Mill Road distant northeasterly 34.18 feet measured at right angles, from station 8+04.55 of said baseline; thence along said existing northeasterly boundary of South Mill Road, North 32°52'49" West 69± feet to the point of beginning; being 343 square feet or 0.008 acre more or less.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station 5+46.16; thence South 28°53'23" East to station 8+09.52.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026

Robert H. Balkind

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



MAP NUMBER 8
REVISED DATE _____
DATE PREPARED 02-25-2026

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026

DIV

DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

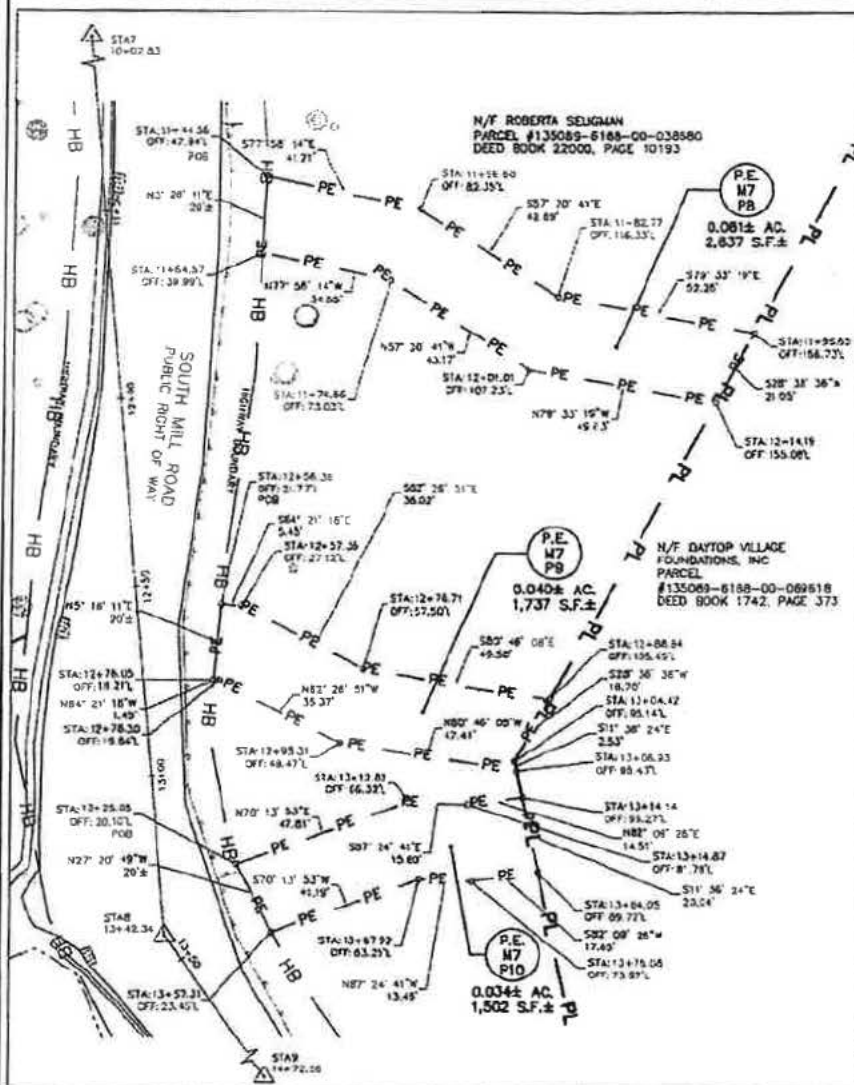
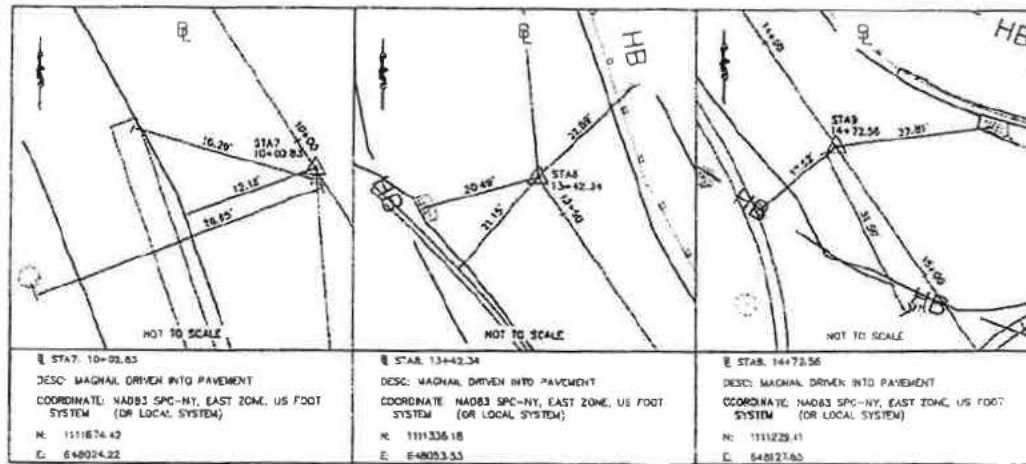
TECTONIC ENGINEERING & SURVEYING
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70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953



EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 7
PARCEL NO. 3+9+10
SHEET 1 OF 4

CR-85 SLOPE FAILURE



ACQUISITION DESCRIPTION:
Type: P.E.
Portion of Real Property Tax
Parcel ID No.
135089-6188-00-038680
Town of Rhinebeck
County of Dutchess
State of New York

REPUTED OWNER:
ROBERTA SELIGMAN
685 SOUTH MILL RD
RHINEBECK, NY 12572

ORIGINAL OF THIS MAP (SHEETS 1 & 2)
ARE ON FILE AT THE OFFICES OF THE DUTCHESS
COUNTY DEPARTMENT OF PUBLIC WORKS



MAP NUMBER 7
REVISED DATE _____
DATE PREPARED 02-20-2020

PREPARED BY: DS

CHECKED BY: DS

FINAL CHECK BY: DS

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 7
PARCEL NO. 8
SHEET 2 OF 4

CR-85 SLOPE FAILURE

Permanent Drainage Easement 8

A permanent easement to be exercised in, on and over the property of the lands now or formerly Roberto Seligman, Parcel Number 135089-6168-00-038680 as designated on the Dutchess County Tax Maps, for the purpose of drainage highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 8, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the easterly sideline of South Mill Road, said point being 43± feet distant easterly measured at right angles, from station 11+45± of the survey baseline referenced hereafter; thence through lands of the grantors herein the following three (3) courses: (1) South 77°58'14" East 41.21 feet to a point distant easterly 82.35 feet measured at right angles, from station 11+56.60 of said baseline; (2) thence South 57°20'41" East 42.89 feet to a point distant easterly 116.33 feet measured at right angles, from station 11+82.77 of said baseline; (3) thence South 79°33'19" East 52.28 feet to a point in the existing westerly boundary of the lands now or formerly Daytop Village Foundation, Inc, Parcel Number 135089-6168-00-069618 distant easterly 166.73 feet measured at right angles, from station 11+96.65 of said baseline; thence along said existing westerly boundary of the lands now or formerly Daytop Village Foundation, Inc, South 28°38'36" West 21.05 feet to a point distant easterly 155.08 feet measured at right angles, from station 12+14.19 of said baseline; thence through lands of the grantors herein the following three (3) courses: (1) North 79°33'19" West 49.63 feet to a point distant easterly 107.23 feet measured at right angles, from station 12+01.01 of said baseline; (2) thence North 57°20'41" West 43.17 feet to a point distant easterly 73.03 feet measured at right angles, from station 11+74.66 of said baseline; (3) thence North 77°58'14" West 34.55 feet to a point in the existing easterly boundary of South Mill Road distant easterly 39.99 feet measured at right angles, from station 11+64.57 of said baseline; thence along said existing easterly boundary of South Mill Road, North 03°26'11" East 20± feet to the point of beginning; being 2.637 square feet or 0.061 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 8 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station 10+02.83; thence South 04°57'08" East to station 13+42.34.

All bearings referred to NAD83

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026

Robert H. Balkind

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



MAP NUMBER 7
REVISED DATE _____
DATE PREPARED 02-03-2026

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026

Dominick T. Santini

DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
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Mountainville, NY 10953

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 7
PARCEL NO. 9
SHEET 3 OF 4

CR-85 SLOPE FAILURE

Permanent Drainage Easement 9

A permanent easement to be exercised in, on and over the property of the lands now or formerly Roberto Seligman, Parcel Number 135089-6168-00-038580 as designated on the Dutchess County Tax Maps, for the purpose of drainage highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 9, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the easterly sideline of South Mill Road, said point being 22± feet distant easterly measured at right angles, from station 12+56± of the survey baseline referenced hereafter; thence through lands of the grantors herein the following three (3) courses: (1) South 84°21'18" East 5.45 feet to a point distant easterly 27.12 feet measured at right angles, from station 12+57.36 of said baseline; (2) thence South 62°26'51" East 36.02 feet to a point distant easterly 57.30 feet measured at right angles, from station 12+76.71 of said baseline; (3) thence South 80°46'08" East 49.50 feet to a point in the existing westerly boundary of the lands now or formerly Daytop Village Foundation, Inc. Parcel Number 135089-6168-00-069618 distant easterly 105.49 feet measured at right angles, from station 12+88.84 of said baseline; thence along said existing westerly boundary of the lands now or formerly Daytop Village Foundation, Inc. the following two (2) courses: (1) South 28°38'36" West 18.70 feet to a point distant easterly 95.14 feet measured at right angles, from station 13+04.42 of said baseline; (2) thence South 11°36'24" East 2.53 feet to a point distant easterly 95.43 feet measured at right angles, from station 13+06.93 of said baseline; thence through lands of the grantors herein the following three (3) courses: (1) North 80°46'08" West 47.41 feet to a point distant easterly 49.47 feet measured at right angles, from station 12+95.31 of said baseline; (2) thence North 62°26'51" West 35.37 feet to a point distant easterly 19.64 feet measured at right angles, from station 12+76.30 of said baseline; (3) thence North 84°43'49" West 1.45 feet to a point in the existing easterly boundary of South Mill Road distant easterly 18.21 feet measured at right angles, from station 12+76.05 of said baseline; thence along said existing easterly boundary of South Mill Road North 05°16'11" East 20± feet to the point of beginning; being 1,737 square feet or 0.040 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 9 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station 10+02.83; thence South 04°57'08" East to station 13+42.34.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026

Robert H. Bakind

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



"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026

D. T. Santini

DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953

MAP NUMBER 7
REVISED DATE _____
DATE PREPARED 02-09-2026

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 7
PARCEL NO. 10
SHEET 4 OF 4

CR-25 SLOPE FAILURE

Permanent Drainage Easement 10

A permanent easement to be exercised in, on and over the property of the lands now or formerly Roberto Seligman, Parcel Number 135089-6168-00-038880 as designated on the Dutchess County Tax Maps, for the purpose of drainage highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 10, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the easterly sideline of South Mill Road, said point being 20± feet distant easterly measured at right angles, from station 13+25± of the survey baseline referenced hereafter; thence through lands of the grantors herein the following three (3) courses: (1) North 70°13'53" East 47.81 feet to a point distant easterly 66.32 feet measured at right angles, from station 13+12.82 of said baseline; (2) thence South 87°24'41" East 15.60 feet to a point distant easterly 81.78 feet measured at right angles, from station 13+14.87 of said baseline; (3) thence North 82°09'26" East 14.51 feet to a point in the existing westerly boundary of the lands now or formerly Daytop Village Foundation, Inc, Parcel Number 135089-6168-00-069618 distant easterly 96.27 feet measured at right angles, from station 13+14.14 of said baseline; thence along said existing westerly boundary of the lands now or formerly Daytop Village Foundation, Inc, South 11°36'24" East 20.04 feet to a point distant northeasterly 89.72 feet measured at right angles, from station 13+84.05 of said baseline; thence through lands of the grantors herein the following three (3) courses: (1) South 82°09'26" West 17.65 feet to a point distant northeasterly 73.97 feet measured at right angles, from station 13+76.08 of said baseline; (2) thence North 87°24'41" West 13.48 feet to a point distant northeasterly 63.25 feet measured at right angles, from station 13+67.92 of said baseline; (3) thence South 70°13'53" West 41.19 feet to a point in the existing easterly boundary of South Mill Road distant northeasterly 23.45 feet measured at right angles, from station 13+57.31 of said baseline; thence along said existing easterly boundary of South Mill Road North 27°20'49" West 20± feet to the point of beginning; being 1,502 square feet or 0.034 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 10 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

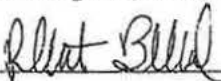
The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station 10+02.83; thence South 04°57'08" East to station 13+42.34 and South 34°41'39" East to station 14+72.56.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026



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



MAP NUMBER 7
REVISED DATE _____
DATE PREPARED 01-03-2026

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026



DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

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70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953

FINAL CHECK BY DS

EXHIBIT A
COUNTY OF DUTCHESS
DEPARTMENT OF PUBLIC WORKS
ACQUISITION MAP

MAP NO. 8
PARCEL NO. 11
SHEET 2 OF 2

CR-85 SLOPE FAILURE

Permanent Drainage Easement 11

A permanent easement to be exercised in, on and over the property of the lands now or formerly Roberto Seligman, Parcel Number 135089-6168-00-038680 as designated on the Dutchess County Tax Maps, for the purpose of drainage highway improvements. Such easement shall be exercised in and to all that piece or parcel of property designated as Parcel No. 11, situated in the Town of Rhinebeck, County of Dutchess, State of New York as shown on the accompanying map and described as follows:

Beginning at a point on the northeasterly sideline of South Mill Road, said point being 35± feet distant easterly measured at right angles, from station 14+69± of the survey baseline referenced hereafter; thence through lands of the grantors North 25°30'11" East 28.07 feet to a point in the existing westerly boundary of the lands now or formerly Daytop Village Foundation, Inc. Parcel Number 135089-6168-00-069618 distant northeasterly 59.25 feet measured at right angles, from station 14+55.53 of said baseline; thence along said existing westerly boundary of the lands now or formerly Daytop Village Foundation, Inc. South 11°36'24" East 33.15 feet to a point in the existing northeasterly boundary of South Mill Road distant northeasterly 46.25 feet measured at right angles, from station 14+86.02 of said baseline; thence along said existing easterly boundary of South Mill Road North 69°10'49" West 20± feet to the point of beginning; being 281 square feet or 0.006 acre more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property delineated as Parcel No. 11 above, and such owner's successors or assigns, the right of access and the right of using said property and such use shall not be further limited or restricted under this easement beyond that which is necessary to effectuate its purposes for, and as established by, the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein project.

The above mentioned survey baseline is a portion of the 2025 survey baseline for the reconstruction of the County Route 85 Slope Failure and described as follows:

Beginning at station 13+42.34; thence South 34°41'39" East to station 14+72.56 and South 34°41'39" East to station 15+72.56.

All bearings referred to NAD83.

I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date FEB 25 2026

Robert H. Balkind

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



MAP NUMBER 3
REVISED DATE _____
DATE PREPARED 02-03-2026

"Unauthorized alteration of a survey map bearing a licensed land surveyor's seal is a violation of the New York State Education Law."

I hereby certify that this map is an accurate description and map made from an accurate survey, prepared under my direction.

Date February 11, 2026

D. T. Santini

DOMINICK T. SANTINI, IV Land Surveyor
P.L.S. License No. 51084

TECTONIC ENGINEERING & SURVEYING
CONSULTANTS P.C.
70 Pleasant Hill Road
P.O. Box 37
Mountainville, NY 10953

RESOLUTION NO. 2026070

RE: APPROVAL OF APPLICATION TO CORRECT TAX ROLL
AND TO ORDER THE LOCAL TAX COLLECTOR TO
ISSUE A CORRECTED TAX BILL

APPLICANT: M-M2 RE Holdings 23 LLC
131 Allen Rd.
Salt Point, NY 12578

ACCOUNT NO.: 134689-6262-04-757264-0000

Legislators BRENDLI, CASWELL, DARROW, KAUL, LAWLER, RHODES and SHAH offer the following and move its adoption:

WHEREAS, there is a water/sewer re-levy on the January 2026 County/Town Tax roll for the Town of Poughkeepsie under the name of M-M2 RE Holdings 23 LLC, Account No. 134689-6262-04-757264-0000, and

WHEREAS, the owner of said parcel, by application attached hereto, has applied for a correction of real property taxes on the basis of an alleged clerical error of said re-levy, and

WHEREAS, pursuant to Section 554 of the Real Property Tax Law, the County Director of Real Property Tax Service has investigated this claim and it has been determined and certified by said Director that the tax bill, as issued, is incorrect due to the clerical error, and

WHEREAS, attached hereto is the written report of said Director together with her recommendation that the application be approved by the County Legislature, and

WHEREAS, the County Legislature has agreed that a clerical error does exist, now, therefore, be it

RESOLVED, that the application received March 6, 2026, relating to Account No. 134689-6262-04-757264-0000 for a corrected tax roll is hereby approved, and be it further

RESOLVED, that the Clerk of the County Legislature be and she hereby is authorized and directed to send a copy of this resolution to the applicant and to the Town Tax Collector, directing said Tax Collector to issue a corrected tax bill as follows and attach a copy of this resolution to the warrant:

BUDGET, FINANCE & PERSONNEL

Municipality	Assessed Value	Exempt Amt.	Taxable Value	Corrected Tax
Dutchess County	386,500		386,500	916.67
Town of Poughkeepsie	386,500		386,500	1,756.22
Arlington Fire (AF024)	386,500		386,500	2,503.49
Consolidated Light (CL057)	386,500		386,500	65.85
Pok Lib Dist (GL000)	386,500		386,500	378.51
Town Wide Water Imp.	1,000		1,000	8.53
			TOTAL:	\$5,629.27

and be it further

RESOLVED, that the Tax Collector be instructed to return the unpaid portion as being erroneous when the accounts are settled with the Commissioner of Finance at the expiration of the warrant, and be it further

RESOLVED, that the Commissioner of Finance be and hereby is authorized and directed to charge-back the erroneous taxes after settlement with the collector at the expiration of the warrant as follows:

A430 Town Of Poughkeepsie

\$43,718.40

TOTAL CHARGEBACK AMOUNT \$43,718.40

CA-042-26
EMW/MB/mar/rjw
G-0194
03/27/26
Fiscal Impact: None

APPROVED

Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK

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 15 day of May, 2026 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 15 day of May, 2026.



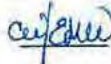
Julie Shapiro
JULIE SHAPIRO, CLERK OF THE LEGISLATURE

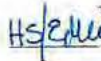
COORDINATION

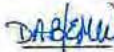
Initialing indicates information only:

 County Executive

 County Attorney (as to form)

 RPT

 Finance

 Comptroller

 Budget

SUE SERINO
COUNTY EXECUTIVE



HEIDI SEELBACH
COMMISSIONER
CATHERINE WEISSE
DIRECTOR

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF FINANCE
REAL PROPERTY TAX SERVICES DIVISION

Date: March 10, 2026

To: Sue Serino, County Executive

From: Catherine Weisse, Director, RPTS *CW*

Re: Resolution Request for May 11, 2026 Meeting

Please accept this memo along with my backup documentation as my request for a resolution for approval of a corrected tax bill.

Pursuant to RPTL §554(5), the tax levying body shall review applications filed by the property owner along with my investigative reports and either approve or deny the application. If the application is approved, they must make an order setting forth the corrected taxes and directing the officer having jurisdiction of the tax roll to make such correction.

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:

Correction of a January 2026 County/Town tax bill due to clerical error on the tax roll.

Prepared by: Margaret Burns

Prepared On: 3/9/2026

Dutchess County Real Property Tax Services

Correction of Errors Investigative Report

Legal Description (Grid #): 134689-6262-04-757264-0000

Owner's Name: M-M2 RE Holdings 23 LLC

Mailing Address: 131 Allen Rd. Salt Point NY 12578

Property Location: 920 Dutchess Tpke

School District: Arlington Central School Dist.

Special District: _____

Total Assessed Value on roll: 386,500

Corrected to: Same

Taxable Assessed Value on roll: 386,500

Corrected to: Same

Exemptions and amounts, if applicable:

Amount Levied: \$49,347.67

Should be: \$5,629.27

Tax Bill Paid: ☐ Yes ☒ No

Error Claimed is defined in Real Property Tax Law §550:

- ☒ Subdivision 2, Paragraph 1 (clerical error)
- ☐ Subdivision 3, Paragraph _____ (error in essential fact)
- ☐ Subdivision 7, Paragraph _____ (unlawful entry)

Reason:

- ☐ Exemption was approved by assessor, but not entered on roll
- ☐ Exemption amount incorrectly calculated
- ☐ Assessed value on roll does not match assessor's final work product
- ☐ Structure did not exist on taxable status date or was present on another parcel
- ☐ Assessment based on incorrect acreage
- ☐ Parcel should be Wholly Exempt
- ☐ Parcel Misclassified as homestead or non-homestead
- ☒ Other: Incorrect re-levy of a water/sewer bill.

Recommendation: ☒ APPROVE APPLICATION ☐ DENY APPLICATION

Details:

It is recommended that the application for a correction of a 2025/26 County/Town tax bill be approved.

Investigator: Margaret Burns

Director: Cathy Wilson

Date: 3/10/26



Department of Taxation and Finance
Office of Real Property Tax Services

Application for Corrected Tax Roll

RP-554
(12/19)

RECEIVED

MAR 06 2026

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners M-M2 RE Holdings 23, LLC		DC REAL PROPERTY TAX SERVICES	
Mailing address of owners (number and street or PO box) 131 Allen Rd.		Location of property (street address) 920 Dutchess Tpke	
City, village, or post office Salt Point	State NY	ZIP code 12578	City, town, or village Poughkeepsie
Daytime contact number	Evening contact number	Tax map number of section/block/lot: Property Identification (see tax bill or assessment roll) 134689-6262-04-757264-0000	
Account number (as appears on tax bill)		Amount of taxes currently billed 49,347.67	
Reasons for requesting a correction to tax roll: Incorrect water re-levy			

I hereby request a correction of tax levied by Town of Poughkeepsie for the year(s) 2026.
(County, city, village, etc.)

Signature of applicant X <u>Michael Nizea</u>	Date 3/6/26
--	----------------

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 3/6/26	Period of warrant for collection of taxes 12/17/25
Last day for collection of taxes without interest 2/28/26	Recommendation Approve application ☒ Deny application ☐
Signature of official <u>Cathy Weise</u>	Date 3/10/26

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of _____ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

Part 3 – For use by the tax levying body or official designated by resolution _____
(insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error ☐ Error in essential fact ☐ Unlawful Entry ☐

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): _____ _____
--

Signature of chief executive officer, or official designated by resolution	Date
--	------

Instructions

General information

Where to send

Submit two copies of this application to the County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer).

When to send

Submit the application only **before** the collection warrant expires.

Wholly exempt parcel

Attach statement signed by assessor or majority of board of assessors substantiating that assessor obtained proof that parcel should have been granted tax exempt status on tax roll.

Payment requirements

You may pay without interest and penalties **only if**:

- the application was filed with the County Director on or before the last day that taxes may be paid without interest (see *Date application received* in Part 2); **and**
- you pay the corrected tax within eight days of the date on which the notice of approval is mailed to the applicant (see Part 3).

If either of these conditions is not satisfied, interest, penalties, or both must be paid on the corrected tax.

For use by Collecting Officer:

Order from tax levying body received on _____
Date

Corrected tax due	Date tax roll corrected
Interest and penalties (if applicable)	Date tax bill corrected
Total corrected tax due	Date application and order added to tax roll
Date payment received	

Signature of collecting officer	Date
---------------------------------	------



Town of Poughkeepsie

March 5, 2026

Cathy Weisse
Director of Real Property Tax Services
Dutchess County Real Property Tax Service Agency
22 Market Street
Poughkeepsie, NY 12601

RECEIVED

MAR 05 2026

DC REAL PROPERTY
TAX SERVICES

RE: Relevy of Unpaid Water/Sewer Billing to Parcel ID 6262-04-757264-0000, (920 Dutchess Tpk)

Dear Ms. Weisse:

The Town of Poughkeepsie would like to request the removal of unpaid water/sewer charges in the amount of Forty-Three Thousand Seven Hundred Eighteen Dollars and Forty Cents (\$43,718.40) from the property tax bill for parcel # 6262-04-757264-0000, 920 Dutchess Tpk. This relevy of the unpaid water/sewer charges was made in error in January 2026.

If you should require additional information or have any questions, please contact the Town Comptroller, Minal Patel at 845-485-3610 or via email at mpatel@townofpoughkeepsie-ny.gov.

Best Regards,

Minal Patel
Comptroller

Town Hall
1 Overocker Rd, Poughkeepsie NY, 12603
p. 845.485.3600 f. 845.485-3701
www.townofpoughkeepsie.com

RECEIVED

MAR 06 2026

**DC REAL PROPERTY
TAX SERVICES**

March 6, 2026

Cathy Weisse
Director of Real Property Tax Services
Dutchess County Real Property Tax Service Agency
22 Market Street
Poughkeepsie, NY 12601

RE: Removal of Inaccurate Relevy of Unpaid Water/Sewer Billing to Parcel ID 6262-04-757264-0000, (920 Dutchess Tpke)

Dear Ms. Weisse,

m-m2 RE Holdings 23, LLC is requesting the removal of incorrect unpaid water/sewer charges in the amount of Forty-Three Thousand Seven Hundred Eighteen Dollars and Forty Cents (\$43,718.40) from the property tax bill for parcel # 6262-04-757264-0000, 920 Dutchess Tpke. (tax bill enclosed). This relevy of the unpaid water/sewer charges was made in error by the Water/Sewer department in January 2026, as confirmed by Susan Cardinale, Senior Clerk at the Town of Poughkeepsie Water Dept., and Minal Patel, Comptroller for the Town of Poughkeepsie.

Thank you for your assistance and cooperation in this matter.

Best,

A handwritten signature in black ink, appearing to read "Michael Milea", is written over a horizontal line.

Michael Milea
Authorized Representative
m-m2 RE Holdings 23, LLC
mmilea@martellstrategicfunding.com

131 Allen Rd.
Salt Point, NY 12578

TOWN OF POUGHKEEPSIE: TOWN & COUNTY 2026 TAXES

FISCAL YEAR: 01/01/2026 to 12/31/2026	WARRANT DATE: 12/17/2025	STATE AID - COUNTY: \$123,740,526.00	TOWN: \$702,679.00
MAKE CHECK PAYABLE TO:		BANK	BILL NUMBER
			006945
			PAGE
			1 OF 1

KELLY TREMPER
RECEIVER OF TAXES
1 OVERROCKER RD
POUGHKEEPSIE, NY 12603

TO PAY IN PERSON:
Town Hall
Monday - Friday
8:30 AM - 4:00 PM

PROPERTY INFORMATION:

TAX MAP #: 134689 6262-04-757264-0000

DIMENSION: 0.96 acres

RS: 1 CLASS: 1 Family Res

ADDRESS: 920 Dutchess Tpke

SCHOOL: Arlington School

FULL MARKET VALUE: 434300.00

UNIFORM % OF VALUE: 89.00

ASSESSMENT: 386500

PROPERTY OWNER:

M-M2 RE Holdings 23 LLC
131 Allen Rd
Salt Point, NY 12578

MEMORANDUM BILL

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and to inquire about exemptions. Any reduction in assessment will NOT be reflected on this bill.

LEVY DESCRIPTION	TAX LEVY	% Change From Prior YR Levy	RATE	TAXABLE VALUE	AMOUNT DUE
HOMESTEAD PARCEL		0.0000	0.00000000	0.00	0.00
COUNTY TAX	107014305	4.8000	2.37172200	386500.00	916.67
TOWN OUTSIDE TAX	29270879	5.0000	4.54390600	386500.00	1756.22
ARLINGTON FIRE	26244600	5.4000	6.47734700	386500.00	2503.49
CONSOLIDATED LIGHT	427989	7.6000	0.17037200	386500.00	65.85
POK LIB DISTRICT	2460773	3.8000	0.97933500	386500.00	378.51
TOWN WIDE WAT IMP	0	0.0000	0.00852800	1000.0 Units	8.53
UNPAID WATER	0	0.0000	0.00000000	0.00	43718.40

PAYMENT PERIODS

From:	To:	Tax Amount:	Penalty:	Notice Fee:	Total Due:	Amount Paid:	Date Paid:
JAN 16	MAR 2, 2026	49347.67			49347.67		
MAR 3	JUN 1, 2026	49347.67	986.95		50334.62		
JUN 2	AUG 31, 2026	49347.67	1973.91		51321.58		

TOTAL TAXES PAID TO DATE:	\$0.00	REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:	\$49347.67
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TOWN OF POUGHKEEPSIE: TOWN & COUNTY 2026 TAXES RECEIVERS STUB

134689 6262-04-757264-0000

M-M2 RE Holdings 23 LLC
131 Allen Rd
Salt Point, NY 12578

BILL NO.: 006945

BANK:

MUNICIPALITY: Town of Poughkeepsie

SCHOOL: Arlington School

PROPERTY ADDRESS:

920 Dutchess Tpke

TOTAL TAXES PAID TO DATE:	\$0.00	REMAINING TAXES DUE EXCLUDING ANY INTEREST OR PENALTY:	\$49347.67
---------------------------	--------	--	------------

SCHEDULE A

Correction

Town of Poughkeepsie
2025/26 C/T Tax Bill

Grid Number: 134689-6262-04-757264-0000

Name: M-M2 RE Holdings 23 LLC

Location: 920 Dutchess Tpke

Currently on Tax Roll	Assessed Value	Exemption Amount	Taxable Value	Tax Rate	Total
Dutchess County	386,500		386,500	0.002371722	916.67
Town of Poughkeepsie	386,500		386,500	0.004543906	1,756.22
Arlington Fire	386,500		386,500	0.006477347	2,503.49
Consolidated Light	386,500		386,500	0.000170372	65.85
IPok Library District	386,500		386,500	0.000979335	378.51
Town Wide Water Imp.	1,000		1,000	0.008528000	8.53
Unpaid Water	43,718		43,718		43,718.40
		School Interest (0 or 2%)		County Interest	
	Original amount	2%		7%	
Ret 2025/26 School Tax					
			Total Tax on Current Roll		49,347.67

Corrected Tax Roll	Assessed Value	Exemption Amount	Taxable Value	Tax Rate	Total
Dutchess County	386,500		386,500	0.002371722	916.67
Town of Poughkeepsie	386,500		386,500	0.004543906	1,756.22
Arlington Fire	386,500		386,500	0.006477347	2,503.49
Consolidated Light	386,500		386,500	0.000170372	65.85
Pak Library District	386,500		386,500	0.000979335	378.51
Town Wide Water Imp.	1,000		1,000	0.008528000	8.53
					-
					-
					-
		School Interest (0 or 2%)		County Interest	
	Original amount	2%		7%	
Ret 2025/26 School Tax					-
			Total Tax on Corrected Roll		5,629.27

Chargeback

A342 Allow. For Uncoll. Taxes

A430 Town of Poughkeepsie

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

43,718.40

TOTAL CHARGEBACK AMOUNT: \$43,718.40

RESOLUTION NO. 2026071

RE: APPROVAL OF APPLICATION TO CORRECT TAX BILL
AND TO ORDER THE LOCAL TAX COLLECTOR TO
ISSUE A CORRECTED TAX BILL

APPLICANT: Klever G. Merchan and Zoila Bermeo
16 N. Mesier Ave
Wappingers Falls, NY 12590

ACCOUNT NO.: 135601-6158-14-426256-0000

Legislators BRENDLI, CASWELL, DARROW, KAUL, LAWLER, RHODES and SHAH offer the following and move its adoption:

WHEREAS, there is a Village Tax Re-levy on the January 2026 County/Town Tax roll for the Town of Wappinger under the name of Klever G. Merchan and Zoila Bermeo, Account No. 135601-6158-14-426256-0000, and

WHEREAS, the owner of said parcel, by application attached hereto, has applied for a correction of real property taxes on the basis of an alleged clerical error of said village tax re-levy, and

WHEREAS, pursuant to Section 554 of the Real Property Tax Law, the County Director of Real Property Tax Service has investigated this claim and it has been determined and certified by said Director that the tax bill, as issued, is incorrect due to the clerical error, and

WHEREAS, attached hereto is the written report of said Director together with her recommendation that the application be approved by the County Legislature, and

WHEREAS, the County Legislature has agreed that the clerical error does exist, now, therefore, be it

RESOLVED, that the application received February 27, 2026, relating to Account No. 135601-6158-14-426256-0000 for a corrected tax bill is hereby approved, and be it further

RESOLVED, that the Clerk of the County Legislature be and she hereby is authorized and directed to send a copy of this resolution to the applicant and to the Town Tax Collector, directing said Tax Collector to issue a corrected tax bill as follows and attach a copy of this resolution to the warrant:

BUDGET, FINANCE & PERSONNEL

Municipality	Assessed Value	Exempt Amt.	Taxable Value	Corrected Tax
Dutchess County	369,400		369,400	\$779.74
Town of Wappinger	369,400		369,400	227.73
			TOTAL:	\$1,007.47

and be it further

RESOLVED, that the Tax Collector be instructed to return the unpaid portion as being erroneous when the accounts are settled with the Commissioner of Finance at the expiration of the warrant, and be it further

RESOLVED, that the Commissioner of Finance be and hereby is authorized and directed to charge-back the erroneous taxes after settlement with the collector at the expiration of the warrant as follows:

A342 Allowance for Uncollectible Taxes	\$ 202.97
A668 Village of Wappingers Falls	<u>2,899.57</u>
TOTAL	\$ 3,102.54

CA-043-26
EMW/MB/mar/rjw
G-0194
03/27/26
Fiscal Impact: None

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK

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 12 day of May, 2026, 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 12 day of May, 2026.

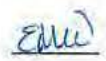


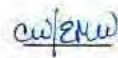
[Signature]
JULIE SHROISII, CLERK OF THE LEGISLATURE

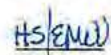
COORDINATION

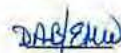
Initialing indicates information only:

 County Executive

 County Attorney (as to form)

 RPT

 Finance

 Comptroller

 Budget

SUE SERINO
COUNTY EXECUTIVE



HEIDI SEELBACH
COMMISSIONER
CATHERINE WEISSE
DIRECTOR

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF FINANCE
REAL PROPERTY TAX SERVICES DIVISION

Date: March 11, 2026

To: Sue Serino, County Executive

From: Catherine Weisse, Director, RPTS CW

Re: Resolution Request for May 11, 2026 Meeting

Please accept this memo along with my backup documentation as my request for a resolution for approval of a corrected tax bill.

Pursuant to RPTL §554(5), the tax levying body shall review applications filed by the property owner along with my investigative reports and either approve or deny the application. If the application is approved, they must make an order setting forth the corrected taxes and directing the officer having jurisdiction of the tax roll to make such correction.

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:

Correction of a January 2026 County/Town tax bill due to clerical error on the tax roll.

Prepared by: Margaret Burns

Prepared On: 3/10/2026

Dutchess County Real Property Tax Services

Correction of Errors Investigative Report

Legal Description (Grid #): 135601-6158-14-426256-0000

Owner's Name: Klever G. Merchan and Zoila Bermeo

Mailing Address: 16 N. Mesier Ave. Wappingers Falls NY 12590

Property Location: 16 N. Mesier Ave.

School District: Wappingers Central School Dist.

Special District: _____

Total Assessed Value on roll: 369,400

Corrected to: Same

Taxable Assessed Value on roll: 369,400

Corrected to: Same

Exemptions and amounts, if applicable:

Amount Levied: \$4,110.01

Should be: \$1,007.47

Tax Bill Paid: ☐ Yes ☒ No

Error Claimed is defined in Real Property Tax Law §550:

- ☒ Subdivision 2, Paragraph H (clerical error)
- ☐ Subdivision 3, Paragraph _____ (error in essential fact)
- ☐ Subdivision 7, Paragraph _____ (unlawful entry)

Reason:

- ☐ Exemption was approved by assessor, but not entered on roll
- ☐ Exemption amount incorrectly calculated
- ☐ Assessed value on roll does not match assessor's final work product
- ☐ Structure did not exist on taxable status date or was present on another parcel
- ☐ Assessment based on incorrect acreage
- ☐ Parcel should be Wholly Exempt
- ☐ Parcel Misclassified as homestead or non-homestead
- ☒ Other: Incorrect re-levy of a previously paid village bill.

Recommendation: ☒ **APPROVE APPLICATION** ☐ **DENY APPLICATION**

Details:

It is recommended that the application for a corrected 2025/26 County/Town tax bill be approved.

Investigator: Margaret Burns Director: Cathy Wilson Date: 3/11/26



Department of Taxation and Finance
Office of Real Property Tax Services

Application for Corrected Tax Roll

RP-554
RECEIVED (12/19)

FEB 27 2026

Part 1 - General information: To be completed in duplicate by the applicant.

Names of owners Kleever G. Merchan & Zoila Bermeo		DC-REAL PROPERTY TAX SERVICES	
Mailing address of owners (number and street or PO box) 16 N. Mesier Ave		Location of property (street address) 16 N. Mesier Ave.	
City, village, or post office Wappingers Falls	State NY	ZIP code 12590	City, town, or village Wappingers Falls NY
Daytime contact number 845 3928451	Evening contact number	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 6158-14-426256	
Account number (as appears on tax bill) 19426256	Amount of taxes currently billed \$ 4110.01		
Reasons for requesting a correction to tax roll: Re-levied village taxes paid. Check cleared 8/11/25. Copy attached			

I hereby request a correction of tax levied by Town of Wappinger for the year(s) 2025.
(County, city, village, etc.)

Signature of applicant <i>Kleever G. Merchan</i>	Date 2/27/26
---	------------------------

Part 2 - To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 2/27/26	Period of warrant for collection of taxes 12/17/25
Last day for collection of taxes without interest 2/28/26	Recommendation Approve application ☒ Deny application ☐
Signature of official <i>Cathy Wilson</i>	Date 3/11/26

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of _____ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

Part 3 - For use by the tax levying body or official designated by resolution _____ : (Insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error ☐ Error in essential fact ☐ Unlawful Entry ☐

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): _____

Signature of chief executive officer, or official designated by resolution	Date
--	------

TRUSTCO BANK Your Money. Your Way.		CHECKING ACCOUNT DEPOSIT MONEY MARKET ACCOUNT DEPOSIT	
DATE	8/7/25	CASH	\$2,800.00
NAME	ZOLA PERIMO	OTHER	
(Check all that apply. If none apply, check "None".)		TOTAL DEPOSIT	\$2,800.00
ACCOUNT NUMBER * 32320296		AMOUNT	\$ 2,800.00
152205101111 32320296			

08/07/2025 \$2,800.00

ZOLA PERIMO KRYER MICHAN 14001111111111111111		149
DATE 8/7/25		132819.77
TWO THOUSAND EIGHT HUNDRED NINETEEN AND 77/100		77/100
TRUSTCO BANK Your Money. Your Way.		
NAME Tax Home Zola Perimo		
152205101111 32320296 0169		

08/11/2025 149 \$2,819.77

RECEIVED

MAR 10 2026

DC REAL PROPERTY
TAX SERVICES

Office of the Treasurer
VILLAGE OF WAPPINGERS FALLS
2582 South Avenue
Wappingers Falls, NY 12590
(845)297-8773 ext. 4

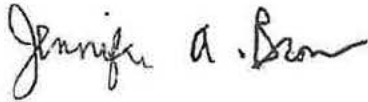
Dutchess County Real Property
22 Market Street, #3
Poughkeepsie, NY 12601
March 10, 2026

Dear Maggie Burns,

The Village of Wappingers Falls received payment for the following address on
8/11/2025: 16 N. Mesier Avenue.

Please feel free to contact this office if you need any additional information.

Sincerely,



Jennifer A. Brown, Interim Treasurer

ZOILA BERMEO
KLEVER MERCHAN
16 NORTH MESIER AV.
WAPPINGERS FALLS, NY 12590

80-91/213

149

DATE

8/7/25



PAY TO
THE ORDER OF

V LWF TAX

\$2819.77

Two thousand eight hundred nineteen and 77/100 DOLLARS



MEMO

Taxes Home

Zoila Bermeo

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-SENSITIVE INK. DETAILS ON BACK.

☐ CHECK HERE FOR AVOID & ON REMOTE DEPOSIT ONLY
Pay To The Order Of
NAME OF FINANCIAL INSTITUTION
DATE
MEMO/REMARKS: STATE OF SIGN BELOW THIS LINE
FOR DEPOSIT ONLY
9835280424
VILLAGE OF WAPPINGERS FALLS

Posting Date 2025 Aug 08

Research Seq # 4850005063

Account #

Check/Store # 149
DB/CR DB
Dollar Amount \$2,819.77
Bank # 999
Branch # 00000
Deposit Acct # 9835260424
Record Type # 99

IMPORTANT-TAX DOCUMENT ENCLOSED**MAKE CHECKS PAYABLE TO**

Village of Wappingers Falls
PO Box 118
Buffalo, NY 14240-0118
845-297-8773 ext 4

MERCHAN KLEVER G
BERMEO ZOILA
16 N MESIER AVE
WAPPINGERS FALLS, NY 12590

STATEMENT OF VILLAGE TAXES
VILLAGE OF WAPPINGERS FALLS

Page No.	Roll Sect.	SWIS CODE:	Bill No.	Sequence No.
1 of 1	1	135601	2703	296
Fiscal Year:		Warrant Date:	Bank Code:	Account No.
6/1/25 to 5/31/26		6/1/25		19426256
Estimated State Aid				
VILL 44,372				
PAYMENT INFORMATION				
ONLINE: Village Website www.wappingersfallsny.gov In person: 2582 South Ave			Monday to Friday 9am to 3pm Provide: Name & Phone Contact	

SEE REVERSE SIDE FOR MORE INFORMATION

The assessor estimates the Full Market Value of this property as of 7/1/23 was:	345,200
The Total Assessed Value of this property is:	345,200
The Uniform Percentage of Value used to establish assessments was:	100.00%

PROPERTY DESCRIPTION & LOCATION		Exemption	Value	Tax Purpose	Full Value Estimate
PARCEL ID	135601-6158-14-426256-0000				
LOCATION	16 N MESIER AVE				
ACREAGE	0.23				
SCHOOL	Wappingers CSD				
PROPERTY CLASS	210 - 1 Family Res				

PROPERTY TAXES					
Taxing Purpose	Total Levy	% Change From Prior Year*	Taxable Value or Units	Rate per \$1000 or per Units	Tax Amount
HOMESTEAD PARCEL					
Village Taxes	4,669,899	0.9	345,200.00	6.787954	2,343.20
Grinnell Public Lib	203,362	-9.6	345,200.00	.353595	122.06
Unpaid Vill Sanit			0.00		46.00
Unpaid Village Sewer			0.00		77.95
Unpaid Village Water			0.00		70.95

*This is the percent of increase or decrease of the current year's tax levy over the previous year's tax levy. This does not represent the total percent of your tax increase or decrease. The tax levy is the total amount to be raised by property taxes.

TOTAL TAX DUE 7/1/25 **\$2,660.16**

Taxes paid by CC CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. INCLUDE YOUR PHONE NUMBER AND BILL NUMBER ON YOUR CHECK.

VILLAGE OF WAPPINGERS FALLS RECEIVER'S STUB (RETURN WITH PAYMENT)

Village of: V. Wappingers Falls
School: Wappingers CSD
Location: 16 N MESIER AVE

MERCHAN KLEVER G
BERMEO ZOILA
16 N MESIER AVE
WAPPINGERS FALLS, NY 12590

Would you like a receipt sent to you?
If Yes, return the entire bill with payment.

☐ Yes ☐ No



Bill No. 2703
Bank Code

PAYMENT SCHEDULE			
IF PAID BETWEEN	AMOUNT	PENALTY / INTEREST	TOTAL DUE
Today - 7/1/25	\$2,660.16	\$0.00	\$2,660.16
7/2/25 - 7/31/25	\$2,660.16	\$133.01	\$2,793.17

After last pay by date in the penalty schedule, call your Tax Collector for amount due.

TOTAL TAXES DUE BY 7/1/25
\$2,660.16

IMPORTANT-TAX DOCUMENT ENCLOSED

Lee A. Freno, Receiver of Taxes
 Wappinger Town Hall
 20 Middlebush Road
 Wappingers Falls, NY 12590

MERCHAN KLEVER G
 BERMEO ZOILA
 16 N MESIER AVE
 WAPPINGERS FALLS, NY 12590

STATEMENT OF COUNTY/TOWN TAXES
TOWN OF WAPPINGER

Page No.	Roll Sect.	SWIS CODE:	Bill No.	Sequence No.
1 of 1	1	135601	707	297
Fiscal Year:		Warrant Date:	Bank Code:	Account No.
1/1/26 to 12/31/26		12/17/25		19426256

Estimated State Aid:

CNTY 123,740,526

TOWN 269,400

MAKE CHECKS PAYABLE TO

Lee A. Freno, Receiver of Taxes
 Wappinger Town Hall
 20 Middlebush Road
 Wappingers Falls, NY 12590
 845-297-4342

IN PERSON PAYMENT

Town Hall
 Monday-Friday 8:30 a.m. - 4:00 p.m.
 online:townofwappingerny.gov

SEE REVERSE SIDE FOR MORE INFORMATION

The assessor estimates the Full Market Value of this property as of 7/1/2024 was: 369,400

The Total Assessed Value of this property is: 369,400

The Uniform Percentage of Value used to establish assessments was: 100.00%

PROPERTY DESCRIPTION & LOCATION		Exemption	Value	Tax Purpose	Full Value Estimate
PARCEL ID	135601-6158-14-426256-0000				
LOCATION	16 N MESIER AVE				
ACREAGE	0.23				
SCHOOL	Wappingers CSD				
PROPERTY CLASS	210 - 1 Family Res				

PROPERTY TAXES

Taxing Purpose	Total Levy	% Change From Prior Year*	Taxable Value or Units	Rate per \$1000 or per Units	Tax Amount
HOMESTEAD PARCEL					
County Tax	107,014,305	4.8	369,400.00	2.110828	779.74
Town Inside Tax	448,761	4.5	369,400.00	.616499	227.73
Ret Village Tax			0.00		3,102.54

*This is the percent of increase or decrease of the current year's tax levy over the previous year's tax levy. This does not represent the total percent of your tax increase or decrease. The tax levy is the total amount to be raised by property taxes.

TOTAL TAX DUE 02/28/26 \$4,110.01

Taxes paid by

CC CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. INCLUDE YOUR PHONE NUMBER AND BILL NUMBER ON YOUR CHECK.
 FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL.

TOWN OF WAPPINGER

TOWN OF WAPPINGER

TOWN OF WAPPINGER

INSTALLMENT 1 Bill No. 707 INSTALLMENT 2 Bill No. 707 INSTALLMENT 3 Bill No. 707

Parcel 135601 6158-14-426256-0000

Parcel 135601 6158-14-426256-0000

Parcel 135601 6158-14-426256-0000

MERCHAN KLEVER G

MERCHAN KLEVER G

MERCHAN KLEVER G

Pay on or before: 2/28/2026 \$1,370.01

Pay on or before: 2/28/2026 \$1,370.00

Pay on or before: 2/28/2026 \$1,370.00

2% 3/1/2026 - 5/31/2026 \$1,397.41

2% 3/1/2026 - 5/31/2026 \$1,397.40

2% 3/1/2026 - 5/31/2026 \$1,397.40

4% 6/1/2026 - 8/31/2026 \$1,424.81

4% 6/1/2026 - 8/31/2026 \$1,424.80

4% 6/1/2026 - 8/31/2026 \$1,424.80

**THREE PAYMENT OPTION**

SCHEDULE A**Correction**

Town of Wappinger
2025/26 C/T Tax Bill

Grid Number: 135601-6158-14-426256-0000

Name: Klever G. Merchan and Zolla Bermeo

Location: 16 N. Mesier Ave.

Currently on Tax Roll	Assessed Value	Exemption Amount	Taxable Value	Tax Rate	Total
Dutchess County	369,400		369,400	0.002110828	779.74
Town of Wappinger	369,400		369,400	0.000618499	227.73
		Village Interest		County Interest	
	Original amount	9%		7%	
Ret Village	2,660.16	239.41	2,899.57	202.97	3,102.54
Total Tax on Current Roll					4,110.01

Corrected Tax Roll	Assessed Value	Exemption Amount	Taxable Value	Tax Rate	Total
Dutchess County	369,400		369,400	0.002110828	779.74
Town of Wappinger	369,400		369,400	0.000618499	227.73
		Village Interest		County Interest	
	Original amount	9%		7%	
Ret Village					
Total Tax on Corrected Roll					1,007.47

Chargeback

A342 Allow. For Uncoll. Taxes

202.97

A430 Town of Wappinger

A668 Village of Wappingers

2,899.57

TOTAL CHARGEBACK AMOUNT \$3,102.54

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2026072

RE: AUTHORIZING SALARY FOR AN OPERATIONS AND COMMUNICATIONS DIRECTOR IN THE FOURTH QUARTILE OF THE CONFIDENTIAL SALARY SCHEDULE AS IT RELATES TO THE COMPTROLLER'S OFFICE

Legislators VALDÉS SMITH, ATKINS, MUNN, ARNOFF, BRENDLI, DRAGO, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, the Comptroller requested to reclassify the current position of Administrative Assistant to the Comptroller, a Grade MC position with a salary of \$76,167, to a new title, Operations and Communications Director, and

WHEREAS, pursuant to the Dutchess County Rules for the Classified Service of Dutchess County, the Commissioner of Human Resources analyzed the revised duties and responsibilities of the proposed new position of Operations and Communications Director, a job description now attached hereto and made a part herewith, and determined that the grade shall remain MC, and

WHEREAS, the Comptroller has requested that the Operations and Communications Director position be assigned a salary of \$92,500, and, such salary being within the fourth quartile, requires Legislative approval pursuant to Section 4(C)(2) of the Non-Union Benefit Plan, now therefore, be it

RESOLVED, that the Comptroller is hereby authorized, directed and empowered to fill the position of Operations and Communications Director for the Comptroller's Office, within the fourth quartile, at a salary not to exceed \$92,500.

CA-049-26
CEB/rjw
G-0114
04/06/2026
Fiscal Impact: See Attached

STATE OF NEW YORK

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 11 day of May 2024, 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 12 day of May 2026.



JULIE SHIROISHI, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

JP County Executive

CS County Attorney (as to form)

PKS Human Resources

DP/CO Comptroller

SR Budget

**Office of the Comptroller
Dutchess County**

**Dan Aymar-Blair
Comptroller**

**22 Market Street
Poughkeepsie, NY 12601**

(845) 486-2050

FAX: (845) 486-2055

E-MAIL: comptroller@dutchessny.gov

**Brian Kelly
Deputy Comptroller**

**Aileen Wagner
Director of Audit**

TO: Sue Serino, Dutchess County Executive
FROM: Dan Aymar-Blair, Dutchess County Comptroller
DATE: March 30, 2026
RE: Fourth Quartile Salary for Operations and Communications Director

The Office of the Comptroller is requesting a salary in the Fourth Quartile for the newly created position of Operations and Communications Director. Fourth Quartile salaries require the approval of the Dutchess County Legislature.

The Operations and Communications Director replaces the Executive Assistant as the confidential secretary to the Dutchess County Comptroller. The incumbent is making \$76,167 in the Executive Assistant title. The new title, job description and salary are better aligned to the incumbent's duties and the needs of the Office.

The new salary of \$92,500 will not require new appropriations and is funded by savings from replacing Senior Program Analyst with an Accounting Clerk.

Please find attached the accompanying Resolution Request Form and Fiscal Impact Statement. Please let me know if you have any questions.

Thank you for your consideration.

CC:
Caroline Blackburn, County Attorney
A. Gregg Pulver, Deputy County Executive
Jessica White, Budget Director
Eoin Wrafter, Assistant County Executive

DK
3/30/26

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): \$0 _____

Over Five Years: _____

Additional Comments/Explanation:

The Administrative Assistant to the Comptroller- Grade MC position #4655 is being reclassified to Operations and Communications Director- Grade MC with a salary increase of \$16,333. The additional cost is offset by savings generated by reclassifying a recently vacated Senior Program Assistant- Grade 10 position #3463 to an Accounting Clerk- Grade 9 position #5742, to better fit the required duties and responsibilities necessary in the department.

Prepared by: Dan Aymar-Blair

Prepared On: 3/30/26



**DUTCHESS COUNTY
CLASS SPECIFICATION**

**Operations and Communications
Director**

DATE ADOPTED: 4/6/2026

LAST REVISION:

Page 1 of 2

DISTINGUISHING FEATURES OF THE CLASS:

This is an administrative position responsible for the general office operations including communications and administrative support for the Office of the Comptroller. Responsibilities include reviewing and publishing documents for internal and external communications, graphic design and creating content for social media. Work is performed under the general supervision of the Comptroller with wide leeway allowed in carrying out work assignments. Supervision is not a function of this position. Incumbent may be required to work offsite and outside normal business hours.

TYPICAL WORK ACTIVITIES:

The following is indicative of the level and types of activities performed by incumbents in this title. It is not meant to be all inclusive and does not preclude a supervisor from assigning activities not listed which could reasonably be expected to be performed by an employee in this title.

1. Proofreads drafts, provides graphic design, and copy edits for all Comptroller reports, social media, press releases, PowerPoint presentations, and internal and external correspondences;
2. Processes photo and video content for social media;
3. Organizes and maintains files and library of images for the Office of the Comptroller;
4. Maintains website content and site map including accessibility tagging or web-based content;
5. Acts as FOIL and records retention officer;
6. Drafts and implements policies and procedures for the Office of the Comptroller;
7. Writes and directs internal policies and procedures;
8. Represents the Office of the Comptroller in logistical and operational endeavors including public-facing events;
9. Facilitate onboarding of new employees;
10. Oversees administrative matters and directs workflow related to general administration;
11. Manages calendar for the Comptroller and staff;
12. Opens, screens, and prioritizes mail, email and phone calls for the Comptroller and staff;
13. Generates certificates and letters to members of the public;
14. Tracks budget expenditures and oversees procurement for the department including purchasing, contracting, and travel requests;
15. Prepares or assists other staff in the preparation and/or review of the annual budget;
16. Processes payroll for staff and serves as department liaison in all human resource matters.

FULL PERFORMANCE KNOWLEDGE, SKILLS, AND ABILITIES:

Good knowledge of the principles, practices and techniques of public relations;

Good knowledge of writing style, vocabulary, spelling and grammar with strong editing skills;

Good knowledge of the use of social media, visual/graphic tools, video and camera experience;

Good knowledge of computer applications such as spreadsheets, word processing, e-mail, database and photographic software such as MS Word, Excel, and PowerPoint, Adobe (Photoshop, InDesign, Illustrator), Canva and/or video software;

Good knowledge of software packages for word processing, spreadsheets and database management to produce a variety of reports and documents;



**DUTCHESS COUNTY
CLASS SPECIFICATION**

**Operations and Communications
Director**

DATE ADOPTED: 4/6/2026

LAST REVISION:

Page 2 of 2

Good knowledge of office practices necessary to obtain a full range of office support services such as printing maintenance and supply services efficiently and cost-effectively;

Good knowledge of computational skills to monitor unit activity, track budget accounts and oversee the purchase of supplies and equipment;

Ability to research, verify and process information into a variety of informative reports;

Ability to proofread copy materials and edit the work of others;

Ability to schedule meetings involving numerous people with conflicting schedules; coordinate agendas, take minutes and prepare summary notes for meetings;

Ability to learn and understand departmental functions and style of administrator to directly assist the administrator by screening inquiries and giving appropriate information;

Personal characteristics commensurate with the demands of the position;

Physical characteristics commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

EITHER: (A) Bachelor's degree in public relations, marketing, communications, journalism, public administration, or a closely related field and three (3) years of work experience in public relations or public administration;

OR: (B) Associates degree in public relations, marketing, communications, journalism, public administration, or a closely related field and five (5) years of work experience as described above;

OR: (C) An equivalent combination of training and experience as described in (A) and (B) above.

NOTE: Your degree or college credit must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education.

SPECIAL REQUIREMENT:

Possession of a valid Driver License to operate a motor vehicle in New York State at time of application and to maintain the position.

COUNTY USE ONLY:

BARGAINING UNIT: M/C	JURISDICTIONAL CLASSIFICATION: Competitive (PJC)
GRADE: MC	FLSA Code: OT Exempt
REVISION HISTORY: 04/06/26 (Formally Administrative Assistant to the Comptroller)	

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2026074

RE: MORTGAGE TAX APPORTIONMENT PERIOD
OCTOBER 1, 2025 THROUGH MARCH 31, 2026

Legislators BRENDLI, CASWELL, DARROW, LAWLER, REDL and RHODES offer the following and move its adoption:

RESOLVED, that the report of the County Clerk and the Commissioner of Finance of mortgage tax receipts and disbursements, for the period of October 1, 2025 through March 31, 2026, and the distribution thereof among the several tax districts, be accepted and placed on file, and be it further

RESOLVED, that the warrant in conformity with Section 261 of the Tax Law, be issued to the Commissioner of Finance to pay the respective cities and towns, and to the village treasurers the amounts due the respective villages of the County of Dutchess as set forth on the annexed sheet.

CA-052-26
EMW/rjw
G-0145-A
04/07/2026
Fiscal Impact: See Attached

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK
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 19 day of May, 2026 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 19 day of May, 2026.



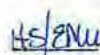
[Signature]
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

 County Executive

 County Attorney (as to form)

 Finance

 Budget

SUE SERINO
COUNTY EXECUTIVE



HEIDI SEELBACH
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF FINANCE

To: Jessica White, Budget Director

From: Heidi Seelbach, Commissioner of Finance 

Date: April 3, 2026

RE: Proposed Legislative Resolution – May 11, 2026

Attached for your review and consideration is a Resolution Request to be on the May agenda, authorizing the Commissioner of Finance to distribute Mortgage Tax amongst various tax districts based on the report of the County Clerk and Commissioner of Finance Mortgage Tax Receipts and Distribution.

The distribution list will be provided when made available.

CC: Michele Belmonte
Tiffanie Massey
Cullen O'Shea
Greg Pulver
Eoin Wrafter
Ben Traudt
Colleen Pillus
Rachel Whispell
Michelle Robison
Elizabeth Wolf

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:

Requesting authorization to distribute Mortgage tax receipts for the period October 1, 2025, through March 31, 2026. The distribution is based on the report of the County Clerk and Commissioner of Finance Mortgage Tax Receipts and Distributions attached. The County collects the funds and distributes them to the municipalities so there is no fiscal impact.

Prepared by: Mariya Kondratyuk

Prepared On: 4/3/2026

**OFFICE OF
COMMISSIONER OF FINANCE**

MORTGAGE TAX DISTRIBUTION June 5, 2026

CITIES	AMOUNT
BEACON	289,565.93
POUGHKEEPSIE	408,478.18
TOWNS	
AMENIA	280,215.95
BEEKMAN	202,150.75
CLINTON	113,007.18
DOVER	71,403.52
EAST FISHKILL	611,142.31
FISHKILL	408,774.06
HYDE PARK	375,348.75
LAGRANGE	276,445.67
MILAN	60,098.64
NORTH EAST	41,955.02
PAWLING	148,234.07
PINE PLAINS	35,010.94
PLEASANT VLY	124,447.54
POUGHKEEPSIE	703,007.52
RED HOOK	132,364.81
RHINEBECK	94,704.05
STANFORD	74,037.52
UNIONVALE	53,338.26
WAPPINGER	415,851.80
WASHINGTON	93,564.36
VILLAGES	
FISHKILL	27,731.33
MILLBROOK	8,933.85
MILLERTON	3,595.02
PAWLING	12,722.16
RED HOOK	12,722.69
RHINEBECK	16,732.76
TIVOLI	7,549.78
WAPPINGER FALLS	33,296.27
Other non-Distributed - Adj order	0.00
TOTAL	5,136,430.69



COMMISSIONER OF FINANCE

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2026075

RE: RESCISSION OF RESOLUTION NOS. 2024216 AND 2025159

Legislators VALDÉS SMITH, MUNN, ALEXANDER, BRENDLI, CASWELL, DARROW, LAWLER, REDL and RHODES offer the following and move its adoption:

WHEREAS, Resolution No. 2024216 entitled "A Resolution Authorizing the County's Share of Certain Preliminary Planning and Design Expenses in Connection With the Center for Business Industry (CBI) Interior Restack and Reprogramming Project of Dutchess Community College, in and for the County of Dutchess, New York, at a Maximum Estimated Cost of \$1,975,000, and Authorizing the Issuance of \$987,500 Bonds of Said County to Pay a Portion of the Cost Thereof" was approved by this Legislature on December 19, 2024, and

WHEREAS, Resolution No. 2025159 entitled "A Resolution Authorizing Certain County Preliminary Expenses in Connection with the Design for Renovations and Addition to Dutchess Hall at Dutchess Community College, in and for the County of Dutchess, New York, at a Maximum Estimated Cost of \$3,219,000, and Authorizing the Issuance of \$1,609,500 Bonds of Said County to Pay a Portion of the Cost Thereof" was approved by this Legislature on November 12, 2025, and

WHEREAS, each Resolution established a capital project account for the respective projects reflected above, and

WHEREAS, no borrowing has occurred pursuant to said bond resolutions, and

WHEREAS, following the rescission of Resolution Nos. 2024216 and 2025159, the Dutchess Community College will incorporate these components into one resolution reflecting better transparency, flexibility and tracking of funding, and now, therefore, be it

RESOLVED, that Resolution Nos. 2024216 and 2025159 are hereby rescinded by this Legislature, that the borrowing and spending authority on such capital projects created thereby are hereby rescinded, and that said capital project accounts associated therewith be closed, and be it further

RESOLVED, that Resolution Nos. 2024216 and 2025159 are hereby rescinded.

CA-037-26; CEB/rjw; G-0145-B; 03/19/26; Fiscal Impact: See Attached.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12 day of May, 2026, 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 12 day of May, 2026.

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE



[Signature]
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

Date May 19, 2026

COORDINATION

Initialing indicates information only:

 County Executive

CB County Attorney (as to form)

UCCB DCC

BS/CB Finance

DBS/CB Comptroller

 Budget

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ -5,194,000

Total Current Year Revenue \$ -2,597,000

and Source
SUNY Office of Capital Facilities - State Appropriations

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:

Resolution to rescind HC0650 DCC CBI Interior Design capital project (\$1,975,000) and HC0665 DCC Dutchess Hall Renovation capital project (\$3,219,000); as well as close out both projects at year end. DCC is submitting bond resolutions for design of the entire project -Campus Transformation Project. This approach is better than amending resolutions for each project as it is really one large project and will be more transparent as the total project costs will be in one project enabling flexibility in the use of funds while still being able to track the expenses to the individual building components.

Prepared by: Lisa Keto

Prepared On: 3/4/26

DCC - Rescinding Project Funds: HC0650 & HC0665

APPROPRIATIONS

Decrease

HC0650.2490.4401.105	Professional Services Consultants	(\$1,975,000)
HC0665.2490.4401.105	Professional Services Consultants	(\$3,219,000)
		<u>(\$5,194,000)</u>

REVENUES

Decrease

HC0650.2490.57100	Serial Bonds	(\$987,500)
HC0650.2490.32850	Community College Construction	(\$987,500)
HC0665.2490.57100	Serial Bonds	(\$1,609,500)
HC0665.2490.32850	Community College Construction	(\$1,609,500)
		<u>(\$5,194,000)</u>

RESOLUTION NO. 2026078

RE: RATIFYING THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT BETWEEN DUTCHESS COUNTY AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, DUTCHESS COUNTY (CSEA) AND AMENDING THE 2026 ADOPTED COUNTY BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS FOR THE CSEA MEMBERS AND FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES AS WELL AS THE BOARD OF ELECTIONS COMMISSIONERS

Legislators VALDÉS SMITH, ATKINS, MUNN, POLASEK, METZGER, ALEXANDER, ARNOFF, BRENDLI, CASWELL, DARROW, DRAGO, FAUST, GILES, HOUSE, KAUL, KEARNEY, MCHOUL, RHODES, ROLISON and TRESCA offer the following and move its adoption:

WHEREAS, the negotiating teams for Dutchess County and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Dutchess County Local 814 (CSEA) have negotiated a proposed Collective Bargaining Agreement regarding the terms and conditions of employment for the bargaining unit for the years January 1, 2025 through December 31, 2028, a copy of which is attached hereto and made a part hereof, and

WHEREAS, the CSEA has ratified a Memorandum of Agreement which modifies the 2021-2024 Collective Bargaining Agreement, and

WHEREAS, a copy of the Memorandum of Agreement is attached hereto and made a part hereof, and

WHEREAS, the County wishes to adjust the salaries of Dutchess County Management and Confidential employees, who are not members of a bargaining unit, comparable to the CSEA salary adjustments, and

WHEREAS, pursuant to Election Law Section 3-208, the Dutchess County Board of Elections Commissioners' salaries are set by this Legislature, and

WHEREAS, the Dutchess County Legislature hereby sets the salaries of the Dutchess County Board of Elections Commissioners at \$138,494 which incorporates the 2025 and 2026 cost of living adjustment increases, concurrent with CSEA and Management/Confidential adjustments, and

WHEREAS, it is now necessary to amend the 2026 Adopted County Budget to reflect the fiscal changes resulting from the ratification of the CSEA Collective Bargaining Agreement and the changes to the salaries of Management and Confidential employees and the Board of Elections Commissioners, and

BUDGET, FINANCE & PERSONNEL

WHEREAS, Exhibit A attached hereto outlines the necessary budget amendments to fulfill the intent of this resolution, now, therefore, be it

RESOLVED, that the appended Collective Bargaining Agreement between Dutchess County and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Dutchess County Unit (CSEA) be ratified, and be it further

RESOLVED, that the County Executive is hereby authorized and empowered to execute and deliver the Collective Bargaining Agreement on behalf of the County which shall incorporate the terms of the Memorandum of Agreement in substantially the same form as adopted by this Legislature, and be it further

RESOLVED, that the 2026 Adopted County Budget is hereby amended to reflect the salary adjustments set forth in Exhibit A attached hereto and made a part hereof, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2026 Adopted County Budget as set forth in Exhibit A attached hereto and made a part hereof, and be it further

RESOLVED, that the Commissioner of Finance is further authorized, empowered and directed, within the appropriations authorized herein, to make such other budget amendments as necessary, except for the Board of Elections which has been appropriated a fixed amount inclusive of salary adjustments as set forth herein, to facilitate transfers among departments and funds and the Appropriated Fund Balance to implement the provisions of the salary adjustments and Board of Elections compensatory time payouts, as set forth in Exhibit A attached hereto and made a part hereof.

CA-035-26
CEB/TJL/TP/rjw
P-1983
3/10/26; rev'd 4/6/26
Fiscal Impact: See Attached

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date May 19, 2026

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss.

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 12 day of May, 2026, 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 12 day of May, 2026.



Julie Suirorisi
JULIE SUIROISI II, CLERK OF THE LEGISLATURE

SUE SERINO
COUNTY EXECUTIVE



RACHEL M. KASHIMER
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
HUMAN RESOURCES

MEMORANDUM

DATE: March 9, 2026
TO: A. Gregg Pulver, Deputy County Executive
FROM: Rachel Kashimer, Commissioner of Human Resources
RE: CSEA Contract Settlement 2025-2028 and M/C/BOE Adjustments

The County has negotiated a Memorandum of Agreement regarding the terms and conditions of employment for the CSEA bargaining unit for the period of January 1, 2025, through December 31, 2028. This request adopts the MOA, the associated salary tables, and includes the required budget adjustments to effectuate the agreement.

This request also includes the corresponding adjustments to the salaries of Dutchess County Management/Confidential employees and the BOE commissioners, who are not members of a bargaining unit, comparable to the CSEA salary adjustments.

Attach.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 16,026,000

Total Current Year Revenue \$ 3,852,300

and Source

Fund Balance

State Reimbursement for State funded departments

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): \$12,173,700

Over Four Years: \$40,354,000

Additional Comments/Explanation:

The contract is structured with the following parameters: 2025- COLA increase is the greater of \$2,250 or 3.25%, 2026- COLA increase is the greater of \$2,000 or 3.25%, 2027- 3.25%, 2028- 3.25%. The average COLA for CSEA in 2025 is projected to be 3.7% and for 2026 the projected is 3.4%. The same salary adjustments will be applied to management, confidential, and BOE employees.

Prepared by: Jessica White, Budget Director

Prepared On: 3/18/26

CSEA Contract Settlement and M/C increase

APPROPRIATIONS

Increase

A.1310.1010.1025	Positions - Contractual Payroll Adjustment	\$15,882,200
*A.1450.1010.1025	Positions - Contractual Payroll Adjustment	\$114,400
*A.1450.8100	Payments to Retirement System	\$20,600
*A.1450.8200	Payments to Social Security	\$8,800
		\$16,026,000

REVENUES

Increase

A.1170.77.30890.25	Other St Aid Hurrell-Harring Grant	\$200,900
A.4010.01.34010.01	Public Health Article 6	\$37,400
A.4010.27.34010.01	Public Health Article 6	\$59,900
A.4010.29.34010.01	Public Health Article 6	\$256,400
A.4010.30.34010.01	Public Health Article 6	\$20,400
A.4010.31.34010.01	Public Health Article 6	\$75,000
A.6010.36100.04	DCFS Admin RF2A	\$1,476,090
A.6010.46100.02	DCFS Admin RF2A	\$1,207,710
A.6772.52.19720.40	Program for the Aging, DCFS/NY Connects	\$478,700
A.7310.01.38200	Youth Programs	\$39,800
A.9998.95990.01	Appropriated Fund Balance	\$12,173,700
		\$16,026,000

*Finance will move the appropriated amounts between departments and funds based on need when salaries are adjusted. BOE's allocation for the increase based on the Non-Union Benefit Plan, is appropriated directly to their budget as they will assign increases to positions within the amount allocated by the Legislature.

COLLECTIVE BARGAINING AGREEMENT

By and Between

COUNTY OF DUTCHESS

and

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME, AFL-CIO
DUTCHESS COUNTY UNIT,
DUTCHESS COUNTY LOCAL 814**

Term:

January 1, 2025 through December 31, 2028

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THIS AGREEMENT, made this _____ day of _____, 2026 by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), and the **CIVIL SERVICES EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814**, having its principal place of business at 143 Washington Avenue, Albany, New York 12210 (hereinafter referred to as the "Union").

W I T N E S S E T H :

WHEREAS, it is the desire of the parties to this Agreement to negotiate collectively with regard to hours of work, wages, and working conditions in order to (a) promote a harmonious and cooperative relationship between government and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interest of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion, now, therefore, it is mutually agreed by and between the parties as follows:

ARTICLE I
DEFINITIONS

The following words and terms as used in this Agreement shall have the following meanings:

"ANNIVERSARY DATE"

The date on which an Employee is hired.

"ADJUSTED BENEFIT DATE"

The date on which an Employee is hired, adjusted by adding any period of more than five (5) consecutive days or five (5) days in a two-week period during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

"ADJUSTED LONGEVITY OR INCREMENT DATE"

The date on which an Employee is hired, adjusted by adding any period of more than five (5) consecutive days or five (5) days in a two-week period during which the Employee does not appear on the payroll. This date affects the eligibility dates for increment or longevity awards.

"COUNTY"

The County of Dutchess, and its units of government including Dutchess Community College.

"COUNTY EXECUTIVE"

The chief executive officer of the County, as that office is defined and established in Article III of the Dutchess County Charter, and the President of the Dutchess Community College, as defined and established pursuant to Article XXXI of the Dutchess County Charter, or their designees. In Article XI of this Agreement titled Grievance Procedure, "County Executive" will mean only the chief executive officer of the County, or his designee, as that office is defined and established in Article III of the Dutchess County Charter.

"EMPLOYEE(S)"

A member of the work force of the County of Dutchess who is duly appointed to the titles set forth in Appendix "A," annexed to and made a part of this Agreement.

"He"

Means she, pursuant to Section 22 of the General Construction Law.

"UNION"

The Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO, Dutchess County Unit 6650, Dutchess County Local 814.

"UNIT"

Any department, office or division of County government as defined in the Dutchess County Charter or Administrative Code.

"UNIT HEAD"

An officer or employee of the County charged with the responsibility of managing a Unit of County government, and includes a duly appointed designee where appropriate.

ARTICLE II
RECOGNITION

SECTION 1. REPRESENTATION

The County agrees that the Union shall be the sole and exclusive representative of all Employees described in Article III for the purpose of collective bargaining and grievances for the maximum period stipulated by the Public Employees Fair Employment Law. For the purpose of representation, the County shall limit access to County property only to representatives of the Union, except where required by law.

SECTION 2. MEMBERSHIP DUES

The County shall deduct from the wages of Employees and remit to the Union regular membership dues and such other Union insurance charges as may be mutually agreed upon by the County and the Union for those Employees who sign an authorization form permitting such payroll deductions.

SECTION 3. NO STRIKE AFFIRMATION

The Union affirms that it shall not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. It is further expressly agreed that the pledge herein recited is an essential element of consideration for this Agreement.

ARTICLE III
COLLECTIVE BARGAINING UNIT

SECTION 1. DEFINITION OF UNIT

The County agrees that the Union is the sole and exclusive negotiating representative for the Employees of the County who are duly appointed to the titles listed in Appendix "A" annexed hereto and made a part of this Agreement.

SECTION 2. MODIFICATION OF UNIT

The definition of Unit may be modified during the term of this Agreement as follows:

- (a) By operation of law, when (i) a title is abolished, or (ii) a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law, and the changed title is not deemed to be managerial or confidential.
- (b) By mutual agreement of the parties, pursuant to Article 14 of the Civil Service Law, when (i) a new title is created by the County pursuant to a classification proceeding authorized by Section 22 of the Civil Service Law, or (ii) when a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law and the changed title is deemed to be managerial or confidential.

SECTION 3. AMENDED APPENDICES

Updated Appendix "A" indicating modifications of the Unit, as authorized above, shall be provided by the County to the Union upon request.

ARTICLE IV¹
COMPENSATION

SECTION 1. SUPPORTING DOCUMENTS

Attached hereto and made a part hereof are the following documents:

- (a) Annual Salary Job Group Allocations (Appendix "A");
- (b) Annual Salary Schedule for 2024 (Appendix "B");
- (c) Annual Salary Schedule for 2025, 2026, 2027 & 2028 (Appendix "C.1");
- (d) Longevity Schedule (Appendix "C.2");
- (e) On-Call Compensation Schedule (Appendix "C.3");
- (f) Rules for Administration of the Salary Plan (Appendix "D").

¹ Article IV shall be replaced by Article IV attached hereto in Appendix H upon implementation of the countywide FLSA update at the County's discretion upon 30-days notice to CSEA.

Both parties agree to adopt these documents as part of this Agreement in the manner set forth below.

SECTION 2. SALARIES

The salary schedule Appendix "B" reflects the 2024 salary schedule.

- (a) The salary schedule for 2025 reflects an increase of two thousand two hundred fifty dollars (\$2,250.00) on base or three and one quarter percent (3.25%), whichever is greater, over the 2024 schedule.

Additionally, effective and retroactive to January 1, 2025, the Union and County agree to eliminate Grade 4. The lowest grade of a position will be a Grade 5 and any position previously allocated to Grade 4 will be upgraded to Grade 5. Any employee impacted will be placed on a step pursuant to Appendix D, Section 5, Reallocation.

- (b) The salary schedule for 2026 reflects an increase of two thousand dollars (\$2,000.00) on base or three and one quarter percent (3.25%), whichever is greater over the 2025 schedule.
- (c) The salary schedule for 2027 reflects an increase of three and one quarter percent (3.25%) over the 2026 schedule.
- (d) The salary schedule for 2028 reflects an increase of three and one-quarter percent (3.25%) over the 2027 schedule.
- (e) Retroactive salary payments shall be paid to those Employees on the payroll on the date of Union ratification. In addition, retroactive payments shall be made to those Employees who have retired between January 1, 2025, and the date of final Union ratification, and are receiving a NYS retirement pension. Retroactive payments will be made to the estate of any Employee who died between January 1, 2025, and the date of final Union ratification. Retroactive payments shall be used to reduce any amounts owed to the County by an Employee that are subject to recoupment without regard to the provisions of Article IV, Section 9. Payments will be made as soon as practicable after ratification by both parties and final execution of this Agreement by the County Executive.

SECTION 3. SHIFT COMPENSATION

A work day will be broken into three shift periods and Employees working other than the daytime (first) shift shall receive additional compensation as noted below. All shift hours which overlap two designated shift periods will be recognized for pay purposes to be within that shift period wherein over 60% of the working hours are set.

- (a) First shift - 6:00 a.m. to 6:00 p.m. - the base rate established by the salary plan.
- (b) Second shift - 6:00 p.m. to 12:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 5%.
- (c) Third shift - 12:00 midnight to 6:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 10%.

SECTION 4. EMERGENCY CALL-BACK PAY

An Employee called to come to work and who actually arrives at his worksite four (4) or more hours before his regular work shift, shall be guaranteed a minimum of three (3) hours pay plus actual travel time to and from work for all travel within Dutchess County. Travel time outside Dutchess County shall not be compensated. As much of the three (3) hours as the Employee is required to work shall be considered overtime hours and shall be compensated at time and one half; the remainder, if any, of the guaranteed three (3) hours and travel time shall be considered straight time and compensated as such. Unworked time shall be paid on a first shift basis. The following standards shall apply to emergency call-back situations:

If either of the following items are met Emergency Call-Back will be granted:

- (a) When an Employee is requested after the end of his regular shift (i.e. after he has punched out for the day) to come back to work prior to his next regular shift, he shall be compensated pursuant to the emergency call-back clause.
- (b) When an Employee is mandated to perform work on a non-continuous basis, that is to say if there is an interruption or break between the Employee's regular shift and the performance of the mandated worktime and the Employee receives less than twelve (12) hours' notice.

If either of the following items are met Emergency Call-Back will not be granted.

- (c) When an Employee is at work and requested to come back to work at a later time or date, this shall be considered pre-scheduled work and shall be compensated at regular or overtime (if over forty (40) hours) rates.
- (d) When an Employee volunteers, is mandated or requested to remain at work and work beyond his regular shift, this shall be construed as continuous worktime and shall be compensated at regular or overtime (if over forty (40) hours) rates.

SECTION 5. INCREMENTS

- (a) Increments based upon the annual step increment structure, as reflected in Appendices "C.1" shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "6" of this Article IV. Employees will receive their increments effective on their adjusted increment date.
- (b) If an increment is denied, the Unit Head shall review the Employee's performance during the subsequent six (6) months to determine if the increment should be implemented at the end of that period. The subsequent decision shall not be subject to the grievance procedure.
- (c) During the six (6) month period subsequent to an increment award, if the Employee's performance diminishes to an unsatisfactory level, a Unit Head must follow the following procedure to reverse the increment award: The Employee must be advised of a performance deficiency in writing and given time to correct it. Subsequently, the Employee must be given formal counseling and be advised of his right to have a Union representative present at the counseling session. Increment reversal must be submitted to the Labor Management Committee and will become effective the first pay period following the approval of the Dutchess County Commissioner of Human Resources.

SECTION 6. ANNUAL PERFORMANCE APPRAISAL

The parties recognize that the County has implemented a comprehensive annual performance appraisal system. This system will be used as the basis for award or denial of increments, longevities, promotions, and other formal personnel actions.

SECTION 7. LONGEVITY PAYMENT

- (a) Longevity payments after 10, 15, 20, 25, 30 and 35 years of service shall be paid as set forth on Appendix "C.2" to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "6" above. Employees will receive their longevities effective their adjusted longevity date. Upon full ratification, the County will adjust the longevity and years of service, for the purpose of longevity, of all employees who previously separated from service but returned to County service prior to full ratification. Effective upon full ratification, years of service shall mean continuous employment and prior service if separated for less than one year.
- (b) If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent six (6) months to determine if the longevity shall be implemented at that time.
- (c) For purposes of this provision, an employee who is off payroll or separated from County service pursuant to Civil Service Law Section 71 or 72 and later reinstated under those sections shall not be considered to have a break in service, however, such time off payroll shall be adjusted in accordance with their adjusted longevity date. An employee separated from County service pursuant to Civil Service Law Section 71 or 72 who returns to County service other than by reinstatement shall be deemed to have a break in service if separated for greater than one year.

SECTION 8. ON-CALL PAY

- (a) Employees who are required to be on-call and available to respond on a 24-hour basis to job related emergencies or urgent situations shall be compensated for each week of on-call assignment. A week of on-call assignment will commence at 12:00 a.m. Saturday and ends on 11:59 p.m. Friday seven (7) days later.
- (b) Compensation shall be based on the Employee's grade and frequency of on-call assignment as described in the On-Call Compensation Schedule (Appendix "C.3"). Compensation shall only be made when Employees are actually scheduled to be on-call. Employees who are required to be on-call and available to respond on a 24-hour basis to job-related emergencies or urgent situations for less than a full week shall be compensated on a prorated basis.
- (c) Employees may request on-call pay to be compensated as straight time compensatory time. The approval or denial of the Employee's request shall be in the sole discretion of the Unit Head. Full time Employees shall receive either seven or eight hours of straight time compensatory time, consistent with the basic workday of their title as defined in Article V, Section 1(a), for each full week of on-call pay. Employees may not either split a week of on-call pay between payment and straight time compensatory time nor earn straight time compensatory time for partial weeks of on-call pay. If straight time compensatory time is granted, it must be taken within 6 months of the date earned or it shall be converted to sick leave. The provisions in paragraph (c) will not be subject to the grievance procedure.

SECTION 9. RECOUPMENT

- (a) When employees or departments become aware of an overpayment, the Finance Department and the employee shall be notified in writing. Notification shall include the name of the employee and the nature and duration of the overpayment.
- (b) The Finance Department shall notify each employee and the Union in writing of the amount and reason for the overpayment and the payment or recoupment schedule to be followed. Deductions shall be made at a set rate per payroll according to the chart below, until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.

Amount Owed	Payment Amount (per pay period)
\$1 - \$1,500.00	\$75.00
\$1,500.01 - \$2,500.00	\$100.00
\$2,500.01 or more	\$125.00

- (c) If the recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be taken from the employee's last paycheck(s).
- (d) If a recoupment schedule as noted above per payroll represents an undue hardship to an employee, the employee may request to the Department of Finance that a lesser recoupment be taken. The decision of the Department of Finance on the request shall be final. In addition, notwithstanding anything to the contrary, an Employee may request a repayment amount in excess of the amounts listed above per payroll.
- (e) The limitations set within this section shall only apply to pay for standard work hours and shall *not* apply to pay for non-standard work hours including overtime and settlement retro-checks.

SECTION 10. EMERGENCY CLOSURE**(a) Applicability**

This section shall only apply when the County Executive issues a Local Emergency Order closing all County offices and facilities under his authority under the law or the President of Dutchess Community College issues an emergency closure of the College respectively.

(b) Definitions

The definitions below pertain only to these sections outlined below regarding the closure of County offices and facilities and shall not be used to interpret other sections.

“REQUIRED TO WORK”

“Required to work” means any employee that the County deems is necessary to work during a closure of County offices and facilities, either from home or in the facility, with prior authorization from the Department Head. The closure of County offices and facilities must be by the County Executive’s Local Emergency Order and the time compensated pursuant to this section will only be during the hours that the County offices and facilities are closed pursuant to said order, not the duration of the State of Emergency.

(c) Required to Work

Based upon the needs of each closure, the County will determine which bargaining unit members are required to work. Bargaining unit members who are required to work when the County closes offices

and facilities due to an Emergency Order, shall be compensated at their regular rate of pay for all hours worked during the closure of County offices and facilities.

In addition, bargaining unit members shall receive straight compensatory time for their normal shift for all hours worked during the closure of County offices and facilities. Compensatory time is an accrual award and does not count towards the overtime calculation within that time week.

Bargaining unit members will only receive any of the above benefits for normally scheduled shifts, if applicable, and shall not apply to any overtime hours worked. Overtime will be calculated based upon the provisions in the collective bargaining agreement.

Any essential employee who is required to work their regular shift but does not report to work during the closure of County offices and facilities shall be required to use benefit time to cover the time off during the closure, and the employee shall not receive the compensation benefits of this provision.

(d) Not Required to Work

Bargaining unit members who are not required to work during the closure of County offices and facilities, shall receive their hourly compensation for their normally scheduled hours during the closure. Prescheduled overtime hours, that are not worked due to the closure of County offices and facilities will not be compensated.

(e) Early Dismissal

In the event of an early closing of County offices and facilities, an employee who is working as scheduled and is sent home due to the closure, will be compensated for their normally scheduled workday, i.e., seven (7) or eight (8) hours, as if they had worked the entire shift. Break or meal periods shall be at the discretion of the supervisor.

An employee is not eligible to exercise the Inclement Weather “make up time” in order to receive compensation beyond one’s normally scheduled workday, i.e., seven (7) or eight (8) hours. In no event shall a thirty-five-hour or a forty-hour per week employee be paid for more than seven (7) hours or eight (8) hours in the workday, unless required to work overtime by the Department Head.

All employees who are required to continue working during the closure shall be compensated in accordance with Section c above.

(f) Delayed Opening

In the event of a delayed opening of County offices and facilities, an employee who is scheduled to work must report to work at the time of the scheduled opening of County offices and facilities. Employees shall be compensated for their regularly scheduled workday, i.e., 7 or 8 hours.

Employees are not permitted to take their lunch break and then come to work. Any employee that does not report to work at the scheduled opening time shall be required to use benefit time from the time County offices and facilities opened until they arrive at work. Break or meal periods shall be at the discretion of the supervisor.

An employee is not eligible to exercise the Inclement Weather “make up time” in order to receive compensation beyond one’s normally scheduled workday, i.e., seven (7) or eight (8) hours. In no event shall a thirty-five-hour or a forty-hour per week employee be paid for more than seven (7) hours or eight (8) hours in the workday unless required to work overtime by the Department Head.

All employees who are required to report to work during the closure shall be compensated in accordance with (c) above.

(g) Scheduled Time Off, Off Payroll or on Leave

Bargaining unit members using pre-scheduled benefit time (vacation, sick, personal, compensatory, etc.) during the closure of County offices and facilities shall be charged benefit time, notwithstanding the fact that County offices were closed on any of those dates.

Bargaining unit members "off the payroll" or on any unpaid leave shall not receive compensation during the closure of County offices and facilities.

Bargaining unit members on Workers' Compensation Leave, disability, or FMLA leave shall receive payment pursuant to New York State or Federal law as appropriate but shall not receive their normal compensation during the closure of County offices and facilities unless using benefit time.

(h) Not Applicable to Overtime Hours

Bargaining unit members will only receive any of the above benefits for normally scheduled shifts and is not applicable to any hours worked outside your normally scheduled shift. Overtime will be calculated based upon the provisions in the collective bargaining agreement.

ARTICLE V

WORKDAY AND WORK WEEK

SECTION 1. BASIC WORKDAY AND WORK WEEK

- (a) Full time Employees. The basic work week for office personnel is thirty five (35) hours per week, seven (7) hours per day, Monday through Friday. The basic work week for all other Employees is forty (40) hours per week, eight (8) hours per day, Monday through Friday, except for those titles to be outlined and added in Appendix ____.
- (b) Part time Employees. The basic work week for part time Employees is one half the basic work week for full time Employees.
- (c) Split Shift. No Employee will regularly be required to work a split shift.
- (d) Non-Continuous Overtime. A Unit Head may direct an Employee to work in excess of 35 hours per week on a non-continuous basis provided the Employee is advised of the additional hours at least 12 hours in advance and given a specific time and date to report. Any hours worked between 35 and 40 hours shall be compensated on a straight time basis. Hours worked beyond 40 hours shall be compensated at time and one-half rates. These additional hours worked are not subject to compensation pursuant to Article IV, Section "4" Emergency Call-back Pay.

SECTION 2. OFFICE HOURS

Excluding legal holidays, all offices shall be open for the transaction of business from 9:00 a.m. to 5:00 p.m., Monday through Friday.

SECTION 3. WORKING HOURS

In those Units where it is necessary to conduct certain functions or operations on a 24-hour basis daily or on other than a first-shift basis, the working days and hours of an Employee may be established by the County Executive. Should the County Executive determine in the future that it is necessary to operate a Unit on a 24-hour basis daily or on other than a first-shift basis, the impact of such determination on the

affected Employees and their terms and conditions of employment shall be negotiated between the County and the Union.

SECTION 4. RECORD OF ATTENDANCE

Daily time records, in a form determined by the County, showing actual time worked, as well as all types of leave and benefit time used by each Employee, will be reported by the Employee. These records and time earned shall be maintained by the County.

SECTION 5. FLEX TIME

- (a) A full-time Employee may submit a written flex time proposal on his behalf to the Unit Head. If the Unit Head and the Employee agree to a flex time proposal, it will be provided to the Dept. of Human Resources for its review and recommendations prior to implementation.
- (b) If the Unit Head denies the proposal, he shall submit the proposal and his response to the Labor Management Committee. The Labor Management Committee will review the proposal and make recommendations to the Unit Head. Upon its request, the Unit Head will submit the basis for his determination and/or the Employee will submit additional information to the Labor Management Committee to assist it in its review. All recommendations shall be advisory and non-grievable and not otherwise subject to administrative or judicial challenge. Recommendations must be supported by a majority of the full membership of the Committee.
- (c) Flex time requests shall not be unreasonably denied.

SECTION 6. ALTERNATE WORK WEEK PROGRAM

Due to the demonstrated need of titles in the Probation Officer series in the Department of Probation and Community Corrections to work outside the normal office hours set forth in Section "2" above, the County and the Union agree to develop an alternate work week program in accordance with a separate stipulation between the parties. Only the titles in the Probation Officer series shall be included in the program. The County shall have the right to discontinue the program with 30 days' notice. Should other departments develop a need to work outside the normal work week, on a consistent basis, they may submit their requests in writing to the Labor Management Committee.

ARTICLE VI² **OVERTIME**

SECTION 1. STRAIGHT TIME, COMPENSATORY TIME, AND TIME AND ONE-HALF

- (a) Office Employees. Except as otherwise provided in this Article, office personnel shall be compensated at straight time rates or receive straight time compensatory time for hours worked

² Article VI shall be replaced by Article VI attached hereto in Appendix H upon implementation of the countywide FLSA update at the County's discretion upon 30-days notice to CSEA.

between 35 and 40 hours per week. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.

- (b) Office personnel who work over 40 hours per week shall be compensated at the time and one-half rate or receive time and one-half compensatory time. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.
- (c) Other Employees. Except as otherwise provided in this Article, overtime for all other Employees is defined as all hours worked in excess of 40 hours per week. Overtime shall be compensated at the time and one-half rate and shall be granted in pay or time off, in the discretion of the Unit Head, taking into consideration the Employee's needs.
- (d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.
- (e) If compensatory time is granted, it shall be taken within 6 months of the date earned or it shall be paid to the Employee in the first payroll period of the seventh month.
- (f) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Unit Head.
- (g) Upon the death or separation of an Employee, the Employee's estate or the Employee shall be paid for all unused accumulated compensatory time.

SECTION 2. EXCLUDED TITLES

- (a) The County and the Union agree to review titles to be excluded from the overtime provisions of the Fair Labor Standards Act. Titles mutually agreed upon are set forth in Appendix "A", which is annexed to and made a part of this Agreement, and which may be modified upon mutual consent. Titles on which the parties cannot agree shall be sent to the United States Department of Labor for a determination, which determination shall be binding. New titles allocated to the same or a higher salary grade as a result of the reclassification or reallocation of current excluded titles shall remain excluded from the overtime provisions of the Fair Labor Standards Act. Appendix "A" shall be amended accordingly.
- (b) Any titles which are excluded from the overtime provisions of the Fair Labor Standards Act shall be paid at straight time rates or receive straight time compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs, for all hours worked beyond 35 hours per week. If straight time compensatory time is awarded, it will be treated as provided in Section 1 above.

SECTION 3. HOURLY RATE COMPUTATION

The hourly rate for salaried Employees shall be computed by dividing the Employee's annual salary by the number of work hours in the year.

SECTION 4. HOLIDAY WORK

- (a) An Employee who is required to work on a holiday shall
 - (i) Be compensated a minimum of the premium rate of time and one half the hours worked.

- a. If this work occurs prior to reaching 40 hours worked in the week, the base rate must be taken as pay, however the one-half premium amount may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs.
- b. If this work occurs after reaching 40 hours worked in a week, the entire premium compensation of one and one half may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into account the Employee's needs; and
 - (ii) In accordance with (i)(a) and (i)(b), as a form of recognizing an alternate Holiday and at the discretion of the Unit Head, taking into consideration the Employee's needs, if the time worked overlaps or encompasses the Employee's normal work shift for the day, the Employee may either be paid his normal day's pay for the holiday time or however much time worked that overlaps the normal shift for the day, may be recognized as compensatory time.
 - (iii) Time worked during the holiday will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation is payable in the work week in which the holiday occurs.
- (b) If the alternate holiday is granted as compensatory time, it may be retained and utilized according to the provisions of Article VI, Section 1.
- (c) An employee compensated under this provision shall not be eligible for Emergency Call Back.
- (d) This provision applies to Employees not covered by Appendix F. Employees covered under Appendix F shall continue to receive the benefits provided therein.

SECTION 5. IN LIEU DAY

Should a holiday fall on an Employee's normal day off, he shall be granted some other day off with pay in lieu of the holiday. For compensation purposes, the in lieu day shall be considered the legal holiday. The in lieu day shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

SECTION 6. WORK WEEK COMPUTATION

For the purpose of determining whether an Employee is entitled to overtime pay, an un-worked holiday, approved paid leave, or unworked compensatory time in an Employee's normal work week shall be considered as time worked.

SECTION 7. OVERTIME PAY RATE

Overtime shall be paid at the rate for the shift on which the Employee actually works the overtime.

SECTION 8. DISTRIBUTION OF OVERTIME

Overtime shall be rotated on an equitable basis among all qualified Employees within each Unit consistent with the most efficient operation of the Unit. Each Unit, at the discretion of the Department Head, may establish a volunteer overtime call list, which Employees may opt out of. Employees on this list shall be called first regarding any overtime. After the overtime list is exhausted and there is still a

need for employees to complete the work, the employees who had opted out will be called prior to any mandatory overtime.

SECTION 9. CHANGE OF WORK HOURS

The County will not arbitrarily change the working hours of any Employee for the purpose of evading the overtime provisions of this Agreement.

ARTICLE VII

HOLIDAYS, VACATIONS, LEAVES

SECTION 1. HOLIDAYS

- | | | |
|------------------------|-----------------------------|------------------|
| (a) New Year's Day | Juneteenth (beginning 2023) | Election Day |
| Martin Luther King Day | Independence Day | Veteran's Day |
| Lincoln's Birthday | Labor Day | Thanksgiving Day |
| Washington's Birthday | Columbus Day | Christmas Day |
| Memorial Day | | |
- (b) When a holiday falls on a Sunday, Employees will be entitled to the Monday immediately following for such observance. When a holiday falls on a Saturday, Employees will be entitled to the preceding Friday for such observance.
- (c) If additional days become official holidays with closed county office hours, these additional days will be deemed holidays under this benefit.
- (d) Holiday observance at the Dutchess Community College shall be in accordance with this Article, except that holidays shall be scheduled by the College to coincide with the academic schedule in the same calendar year they actually occur unless otherwise agreed.
- (e) For those job classifications required to work on a seven (7) day schedule, Employees will observe all holidays on the actual date of the holiday.

SECTION 2. VACATIONS

- (a) All Employees will be awarded vacation on a per payroll basis up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Vacation will be awarded on the last day of the payroll period and made available for use the following payroll period.

The amount of accrual is based on the duration of continuous employment, in accordance with the chart below.

Duration of Continuous Employment	Vacation Hours Earned per Regular Hour Paid
Up to 5 years	0.0385 hours
Start of 5 th year up to 10 complete years	0.0577 hours
Start of 11 th year up to 14 complete years	0.0693 hours

Start of 15 th year up to 20 complete years	0.0770 hours
Start of 21 st year & over	0.0962 hours

- (b) Unit Heads, in their discretion, will schedule vacation time taking into consideration the following factors:
- Request of the Employee;
 - Needs of the Unit and
 - Seniority.
- (c) An Employee may utilize vacation credits in minimum units of one-half (1/2) hour. Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty-five (45) days up to December 31, 2026.
- Effective January 1, 2027, Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty (40) days;
- In the month of November 2026, employees with accruals of more than forty (40) days may cash in the balance of time to reduce their vacation balance to thirty-seven (37) days using a form as prescribed by the County.
- Accruals exceeding the respective limits stated in this provision within the noted time frames shall be forfeited.
- (d) Employees shall retain any earned vacation benefits if they transfer between Units within the County.
- (e) Upon death, retirement, or separation from the County in good standing, Employees will be paid the monetary value of accumulated unused vacation time in an amount not to exceed the maximum as specified in subdivision (c) above. If an Employee dies while employed by the County or retires from service on other than his adjusted benefit date, the County shall pay the prorated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (c) above.

SECTION 3. SICK LEAVE

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose of this Section, immediate family means an Employee's husband, wife, children, mother or father.

- (a) All Employees, shall earn sick leave on a per payroll basis at a rate based on their current hire date as noted below. Sick leave will be awarded on the last day of the payroll period and made available for use the following payroll period. Regular Hours include hours worked up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Any employee earning twelve (12) sick days per year who returns to County service after at least one (1) year break in service will receive the ten (10) days of sick leave accrual outlined in this section. (Leaves pursuant to Civil Service Law Section 71 or Section 72 or time on a preferred eligible list (PEL) will not be deemed a break in service for this provision.)

Hire Date	Sick Hours Earned per Regular Hour Paid
Prior to 4/1/2018	0.0462 hours
4/1/2018 or Later	0.0385 hours

- (b) Sick leave may be taken in minimum units of one-half (½) hour. The Unit Head may, in his discretion, require confirmation of the use of sick leave and its purpose from the Employee.
- (c) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 1 hour after the Employee's normal time for reporting to work. In the event that the absence of an Employee would necessitate that a substitute be called in, the Unit Head may require earlier notification. However, in no case will an Employee be required to report sick leave more than two hours prior to the start of his work day. Sick leave will not be paid if the Employee fails to provide notice as set forth above.
- (d) Before absence for personal illness or disability in excess of two continuous days may be charged against accumulated sick leave credits, a Unit Head may require proof of illness or disability. A Unit Head may also require that an Employee be examined at County expense by a physician designated by the County. However, where an illness is of a "very personal nature", the County will accept and pay for an examination by the Employee's personal physician.
- (e) If an Employee has used six (6) days of sick leave during the course of a twelve (12) month period, a Unit Head may require the aforementioned proof or examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness shall be required for a six (6) month period from the last used sick day, if the Unit Head provides written notice that the Employee has exceeded the above limitation.
- (f) A Unit Head may require that an Employee who has been absent because of personal illness or disability be examined by a County designated physician prior to his return to work. Said examination shall be scheduled and performed within ten (10) working days after the Unit Head receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. This examination will be paid for by the County and is intended to establish that the Employee is not disabled and can perform his normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.
- (g) When an Employee changes Units within the County service, his accumulated sick leave credits shall be transferred with him.
- (h) If an Employee's service with the County is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to County service in a permanent position within one (1) year of his resignation, any sick leave credits cancelled at the time of resignation will be reinstated.

SECTION 4. PERSONAL LEAVE

The purpose of personal leave is to permit Employees to attend to personal affairs that cannot be accommodated during non-working hours. Each Employee shall be entitled to four (4) personal leave days during each year.

- (a) Personal leave may be taken in minimum units of one-half (1/2) hour.
- (b) Prior approval of personal leave must be obtained from the Unit Head. Approval or denial of personal leave shall be based upon the needs of the Unit for the services of the Employee. The nature of the Employee's personal business shall not be a factor.
- (c) For presently serving Employees, four days personal leave shall be earned each January 1st. For new or reinstated Employees, personal leave days shall be earned on the date of employment on a prorated basis from the date of employment through December 31st of that year.
- (d) Unused personal leave hours shall be added to the accumulated sick leave of each Employee at the end of each year.
- (e) When an Employee moves between Units within the County service, his accumulated personal leave credits shall be transferred with him.

SECTION 5. LEAVE FOR CIVIL SERVICE EXAMINATION; INTERVIEWS

Upon the request of an Employee, a Unit Head shall grant leave with pay for the purpose of taking a civil service examination, provided that the examination is for employment with the County and also cannot be scheduled during non-working hours. This Section shall apply to written, oral and performance tests, physical examinations and reviews. Employees called for an interview for possible inter-departmental transfer within the County service or an exit interview prior to leaving County service will be allowed time off with pay for such purpose.

SECTION 6. LEAVE FOR COURT AND JURY ATTENDANCE

When an Employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

SECTION 7. MILITARY AND OTHER LEAVES REQUIRED BY LAW

A Unit Head shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law. Additionally, Employees who are also members of the Armed Forces Reserves or National Guard and who are called to Active-Duty Military Service shall be entitled to the benefits conferred upon them in the Dutchess County Resolution No. 2016221, as may be amended.

SECTION 8. WORKERS' COMPENSATION LEAVE

An Employee who is absent from work because of occupational injury or disease, which results in an award of workers' compensation, shall be entitled to leave with full pay for the waiting period, which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of employment, then

the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the County by the Employee. A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the County and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, a Unit Head may require proof of the nature of the occupational injury or disease and proof of the Employee's inability to return to work during this initial period. In addition, a Unit Head may require a physical examination, paid for by the County, as a condition precedent to the Employee's return to work. Should the examination not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. The purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees. An Employee on workers' compensation leave as approved by the Workers' Compensation Board shall not be deemed off the payroll for the purpose of the definition of the terms adjusted benefit, increment or longevity dates as set forth in Article I hereof.

SECTION 9. LEAVES OF ABSENCE WITHOUT PAY

The County Executive may, upon recommendation of a Unit Head, authorize a leave of absence, without pay, for a specified period of time not to exceed one (1) year. All such leaves may, with the concurrence of the County, be terminated prior to their expiration.

SECTION 10. EMERGENCY FIRE/DISASTER LEAVE

Leave with pay shall be provided to duly appointed volunteer firefighters or members of volunteer ambulance rescue squads who must leave their jobs for an emergency, at the request of the commanding officer of the unit, or who are late for work because of involvement in a fire or rescue operation.

SECTION 11. BEREAVEMENT LEAVE

An Employee shall be granted bereavement leave as follows:

- (a) An Employee shall be granted five (5) consecutive shifts off with pay at the time of death of an Employee's spouse, parent, or child, not to exceed a timespan of seven (7) consecutive calendar days in total.
- (b) An Employee shall be granted three (3) consecutive shifts off with pay at the time of death of an Employee's grandchild, grandparent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parent, step-child, step-brother or step-sister, not to exceed a timespan of seven (7) consecutive calendar days in total.
- (c) An Employee shall be granted one (1) shift off with pay at the time of death of an Employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

However, one (1) shift of the leave may be reserved, up to thirty (30) days after the date of death, to attend services/funeral.

An employee whose 3rd or 5th consecutive shift begins on one calendar day and ends on the following calendar day shall be entitled to remain off with pay for that entire shift. If an employee's next shift begins on the same calendar day, they are required to return to work for their next shift.

i.e. If the 5th consecutive shift ends at 7AM, and the next scheduled shift begins at 5PM, the employee must return to work at 5PM.

SECTION 12. EMPLOYEE ABSENCE NOTIFICATION

Employees shall follow their Department-specific notification procedure, or if unknown, notify their immediate Supervisor and/or Department Head, prior to being absent from work for any reason which has not been pre-approved by the Department.

Providing notice under this provision does not constitute approval of benefit time or time-off and normal approval procedures are required.

ARTICLE VIII

**HEALTH INSURANCE; DENTAL; OPTICAL; RETIREMENT
AND DISABILITY INSURANCE PLANS**

SECTION 1. HEALTH INSURANCE FOR CURRENT EMPLOYEES

- (a) The County shall provide and administer group health insurance plan coverage for the benefit of the bargaining unit Employees, their Spouses and eligible Dependents. The County currently offers two coverage options:
- i. a PPO (Preferred Provider Organization): The Empire Plan, New York State Health Insurance Program (NYSHIP)
 - ii. an HMO (Health Maintenance Organization): MVP Health Plan Inc.
- (b) The County shall contribute the following amounts towards the premium cost of the applicable health insurance plan set forth in subdivisions (a) above:
- i. For Employees with an adjusted benefit date prior to July 1, 1979 – 95% towards the premium cost of the applicable plan.
 - ii. For Employees with an adjusted benefit date on or after July 1, 1979 but before January 1, 2007 - 85% of the premium cost of the applicable plan.
 - iii. For Employees with an adjusted benefit date on or after January 1, 2007, – 80% of the premium cost of the applicable plan for the first ten (10) full years of employment. Commencing on the Employees' eleventh (11th) year of employment, the County shall contribute at the same rate as for those Employees referenced in (ii) above.
 - iv. Effective January 1, 2007, an Employee's health insurance contribution rate shall not be increased as a result of a change in his or her adjusted benefit date provided that Employee has remained continuously employed (no separation from employment followed by subsequent re-employment) by the County.
 - v. Employees shall contribute the balance in 24 equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.
- (c) The County reserves the right to review health insurance for double coverage due to other family members being employed. An Employee who is eligible for health insurance coverage through the County and another public or private employer must elect coverage under only one of those plans. The Employee may have individual coverage for himself or family coverage for himself and some or all of his family under either plan, but the Employee may not have coverage for himself or any family

member under both plans. Employees must fully cooperate with the County in implementing this provision.

- (d) All Employees appointed to permanent budgeted positions working at least seventeen and one-half (17 ½) hours per week with an expected term of employment of at least six (6) months, shall be eligible for health insurance coverage. An application must be submitted within thirty (30) days of their date of hire. The effective date of coverage will be the first of the second complete month following their date of hire (i.e. an employee hired between October 2 and October 31 would be effective December 1).
- (e) The County and the Union shall establish a Health Insurance Advisory Committee for the purpose of seeking effective and significant cost containment measures to control the rising cost of health insurance coverage. Such measures may include, but are not limited to, changing deductible and co-insurance requirements, changing health insurance carriers, seeking a health insurance administrator, and deleting or changing portions of health insurance plans. The Committee shall meet quarterly or as deemed necessary by members of the advisory committee and may bring in additional parties to assist in their review.
- (f) The County may, as hereinafter provided, upon sixty (60) days written notice to the Union of its intention to do so, self-insure, in whole or in part, any or all of the above referenced health insurance plans or thereafter, change to a health insurance carrier, or change health insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

SECTION 2. HEALTH INSURANCE FOR RETIRED EMPLOYEES AND SURVIVING SPOUSES

- (a) Employees who retire from the County; are receiving retirement benefits from the New York State Retirement System and have the County retirement service credit years with County government shall have the option to elect contributory health insurance coverage from the County based on the following schedule:

County Service Credit Years	County Share of Coverage	
	Individual	Dependent
10 - 14 Years	50%	35%
15 – 19 years	60%	45%
20 – 24 years	70%	55%
25 years or more	80%	65%

- (b) Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. For employees hired/rehired prior to January 1, 2026, the County will pay 50% towards the cost of individual coverage, for employees hired/rehired on or after January 1, 2026, the County will contribute 25% toward the cost of individual coverage (date of hire/rehire will not be reset for separations of less than a year). The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.

SECTION 3. DENTAL PLAN

- (a) The County shall provide a non-contributory dental plan to the bargaining unit Employees and their families known as the Dutchess County Government Guardian Dental Plan. Prior to January 1, 2012

the County had provided a comparable dental plan through CSEA Employee Benefit Fund known as the Dutchess Dental Plan.

- (b) All Employees appointed to permanent positions working seventeen and one-half (17 ½) hours or more shall be eligible for dental plan coverage the first of the third complete month following their date of hire, provided the term of their employment is for six (6) months or more (i.e. an employee hired between October 2 and October 31 would be effective January 1).
- (c) The County reserves the right to review dental insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

SECTION 4. OPTICAL PLAN

- (a) The County shall continue to provide a non-contributory optical plan for all full-time employees and their families substantially equal to the plan presently known as "CSEA Employee Benefit Fund Dutchess Plan." The County is not obligated to purchase the plan from the CSEA Benefit Fund.
- (b) The County reserves the right to review optical insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.
- (c) All full-time Employees appointed to permanent positions shall be eligible for optical coverage the first of the third complete month following their date of hire, provided the term of their employment is for 6 months or more (i.e. an employee hired between October 2 and October 31 would be effective January 1).
- (d) The County agrees to allow CSEA Employee Benefit Fund to offer Optical Insurance to Employees who retire under this contract. The County will not contribute toward premium nor bear any responsibility for the administration of this benefit. In the event the County transitions carriers/plans the County is not obligated to continue the benefit option for retirees.

SECTION 5. RETIREMENT PLANS

The County shall continue to participate in the retirement plan provided in Sections 75-g and 41(j) of the New York State Retirement and Social Security Law, as in effect in 1973. In addition, the County shall continue to participate in a retirement plan provided in Section 60(b) of the New York State and Social Security Law. The County will offer a retirement plan pursuant to Section 75(i) of the New York State Retirement and Social Security Law, as the same was in effect in 1990.

SECTION 6. DISABILITY INSURANCE

- (a) The County shall continue to provide disability insurance through a private provider and not pursuant to the New York State Workers' Compensation Law, for all Employees on the payroll and appointed to permanent positions with a work commitment of 6 months or more. The disability insurance plan shall provide substantially those benefits as set forth in Appendix "E."

- (b) Eligible Employees shall be enrolled in the disability insurance plan after 1 calendar month has elapsed from the close of the calendar month in which they were hired and thereafter shall immediately be eligible for benefits.
- (c) Employees may not draw disability insurance benefits for any period or disability for which they were eligible for workers' compensation benefits.
- (d) Employees may use benefit time to supplement their disability payments either for any applicable waiting period or to bring payments to 100% of base salary.
- (e) Benefit time used for a period covered by the disability insurance plan shall be proportionately credited to the Employee when and if the County is reimbursed for the disability payment. Benefit time shall be credited to the Employee in the same sequence and category (sick, personal, and the like) as the time taken. It shall be credited in the same proportion the dollar disability reimbursement to the County bears to the dollar benefit time payment made to the Employee. Accordingly, if the disability reimbursement to the County is less than 100% of the benefit time payment to the Employee, then the time credited to the Employee shall be proportionately less than 100% of the benefit time taken.
- (f) Employees who are receiving disability insurance payment under this section shall continue to be eligible for County health insurance at the same contributory ratio during the period of disability (a maximum of twenty-six (26) weeks), regardless of FMLA status.

SECTION 7. HEALTH INSURANCE BUY-OUT

- (a) An Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buy-out for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter an Employee may continue to apply for the buyout if that Employee would otherwise be eligible for health insurance.
- (b) In the event that the employee has not been enrolled in a family plan for 24 months but has been continuously receiving health care insurance benefits for the prior 24 month period (either in an individual plan or in a combination of the time in an individual plan and family plan for 24 months continuously) then the buyout will be awarded at the individual rate.
- (c) An Employee, who meets the criteria above, may exercise the health insurance buyout by submitting an application to the County, any time during the year they elect to terminate County coverage but no later than the open enrollment period designated by the County, within that same calendar year that he/she terminated coverage along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County and made available by Risk Management. No award shall be made in the year in which application is made (i.e., coverage is dropped in June of 2016, the buyout will be applicable in the calendar year 2017).
- (d) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.
- (e) Each Employee who exercises the health insurance buyout shall be paid \$1,250.00 for an individual plan, and \$2,500.00 for a family plan for the health insurance plans available pursuant to this Agreement.

- (f) Payment shall be made between December 1st and December 15th of the following year for applications made in the current year. If an Employee leaves County employment before December 15th, he shall receive a buyout payment prorated on a monthly basis for the appropriate period.
- (g) An Employee who has elected the health insurance buyout may rescind that election by presenting written proof of loss of health insurance coverage to the County. The Employee shall be eligible to apply for enrollment in an appropriate health insurance plan subject to the prescribed waiting period and the applicable health insurance contribution rate for that Employee. The Employee shall not be eligible for any buyout payment for that year.
- (h) Employees who elect this buyout and subsequently retire, shall have their buyout payments prorated on a monthly basis for the current year. Retirees are not eligible for the buyout. As is present practice, an Employee must have been enrolled in a County health insurance plan on the date of retirement to be eligible for Retiree Health Insurance-Article VIII, Section 2.

SECTION 8. NEW YORK STATE PAID FAMILY LEAVE

The County shall provide Paid Family Leave (PFL) pursuant to Article 9 of the Workers' Compensation Law and any amendments which may be enacted to said law and it shall be effective after the County's compliance with the statutory and insurance carrier notice requirements. The County shall cover the employees' contribution up to a maximum of \$85.00 per year through December 31, 2026. Thereafter, the County will not contribute to this benefit.

SECTION 9. PARENTAL LEAVE

- (a) Permanent full-time employees who are eligible for Paid Family Leave will also be eligible for paid Parental Leave upon the birth or adoption of a child after having served at least one year in any full-time position. This benefit is intended to assist employees with bonding with a newly born or adopted child. Full time employees are eligible for Parental Leave immediately after a child's birth, or immediately after the placement of a child for adoption in a full-time employee's home.
- (b) Employees are entitled to up to eight (8) weeks of parental leave upon the birth or adoption of a child. The eight (8) weeks need not be taken consecutively or immediately, but the use of paid Parental Leave expires after twelve (12) weeks from the birth or adoption of the child.
- (c) This benefit is a supplement to Paid Family Leave and will provide a balance payment between the Paid Family Leave covered salary and the employee's full salary.
- (d) Employees will use available Family Medical Leave Act (FMLA) time concurrently with this benefit.

ARTICLE IX

TENURE

SECTION 1. RIGHTS OF NON-COMPETITIVE AND LABOR CLASSES

- (a) Permanent Employees in the non-competitive and labor classes shall be granted rights pursuant to Section 75 of the Civil Service Law upon completion of twelve (12) months continuous and satisfactory service.
- (b) Any Employee, whether in the competitive, non-competitive or labor classes, who has obtained Section 75 rights by statute or this contract, against whom removal or other disciplinary action is

proposed shall, on service of charges and disciplinary proposals upon him by the County, either (i) answer and demand a hearing; or (ii) accept the removal or other disciplinary proposals contained in the charges.

An Employee who does not answer and demand a hearing within ten (10) days of service of charges and disciplinary proposals upon him and his Union, shall be deemed to have waived any right to a hearing and deemed to have accepted the removal or other disciplinary proposals sought in the charges. Service upon the Union shall be to the President at the unit CSEA office. The Union shall advise the County of any change in its address.

If service is not made on the Union, the preceding waiver shall not apply.

SECTION 2. LAYOFFS

In the event of a layoff, non-competitive and labor class Employees shall be laid off by seniority based on first permanent appointment in the classified service with the County, followed by continuous service in the classified service with the County on a permanent basis up to the time of abolition or reduction of the non-competitive or labor class positions. Such Employees may retreat up to a maximum of the two positions they most recently held on a permanent basis in the non-competitive or labor classes if the present incumbents of those positions have less seniority. Such Employees shall be recalled in order of seniority for a period of 2 years from the date of the layoff to a position in the non-competitive or labor classes which they previously held on a permanent basis. For purposes of this Section, the layoff unit will be defined in Article "1" as "Unit" and all titles will be defined in Appendix "A".

ARTICLE X

MISCELLANEOUS

SECTION 1. MERIT AWARD PROGRAM

The County agrees to maintain a merit award program as authorized by Section 88-a of the General Municipal Law. Under the program, all Employees shall have the opportunity to offer suggestions relative to the improvement of County services and working conditions.

SECTION 2. TUITION PAYMENTS; TUITION WAIVERS

- (a) The County agrees to reimburse tuition payments at Dutchess Community College, BOCES, local high school evening divisions, public secondary institutions, or at any college or university (if the course is not available at Dutchess Community College), for Employees who have taken, and successfully completed job-related courses that will improve the skills of such Employees. Reimbursement shall be subject to approval of a committee composed of the County Executive, plus two (2) members of management appointed by the County Executive and two Employees appointed by the Union. All applications for tuition payment reimbursement shall be submitted on or before dates determined by the committee, which shall meet five (5) times annually to review and act upon such applications. The total of all approved tuition payment reimbursements shall not exceed \$30,000.00 for 2025. The total of all approved tuition payment reimbursements shall not exceed \$35,000.00 for each of the years 2026 and 2027. For 2028 and each year following, the total shall not exceed \$40,000.00.

- (b) The County shall offer a tuition waiver, exclusive of all fees, books, and the like, to any Employee appointed to a permanent position who enrolls in a credit course(s) for credit, on a space-available basis at Dutchess Community College. To be eligible for a tuition waiver, the employee must complete normal registration procedures as determined by Dutchess Community College.

An Employee must adhere to and abide by all academic regulations of the College.

Neither the County nor the College will have any obligation to expand class size beyond the prescribed enrollment maximums or add additional classes to accommodate a tuition waiver Employee. The parties agree that this program will continue as long as State funding for the enrolled participants is received.

SECTION 3. MEAL PAYMENTS

The County shall provide a payment for meals for Employees working over and above a full-time workday in accordance with the following schedule:

- (a) For work performed immediately following an Employee's regular or scheduled full-time workday:
 - i. First complete two (2) hour period - \$10.00.
 - ii. The next succeeding complete six (6) hour period - \$8.00.
 - iii. Each succeeding complete four (4) hour period thereafter - \$8.00
- (b) For work performed immediately before an Employee's regular or scheduled full-time workday:
 - i. First complete two (2) hour period - \$10.00.
 - ii. The next preceding complete six (6) hour period - \$8.00.
 - iii. Each preceding complete four (4) hour period - \$8.00.
- (c) Emergency call-back:
For each complete four (4) hour period up to next workday - \$10.00.
- (d) Prescheduled non-continuous overtime:
For each complete four (4) hour period - \$8.00.
- (e) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section, shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (a), (b), (c) and (d) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

SECTION 4. MILEAGE

Employees required and authorized by their Unit Head to use their personal vehicle on County business shall be reimbursed a mileage allowance payment. The payment shall be at the IRS mileage reimbursement rate, upon submission of a voucher in acceptable form.

SECTION 5. OUT-OF-COUNTY TRAVEL; CONFERENCE ATTENDANCE; REIMBURSEMENT

- (a) Authorization by the Unit Head, subject to approval by the County Executive, of all out-of-county travel or attendance at conferences, in-service training sessions, or other meetings is required. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these

conferences, training sessions or meetings, except when an Employee is directed by his Unit Head, subject to approval by the County Executive, to attend a meeting, conference or training session as a part of his job duties, travel to and from the conference, meeting, or training site, in excess of their normal work commute, will be considered time worked and awarded as compensatory time whenever applicable. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty (30) days after incurrence of the expense. The County will reimburse the Employee within thirty (30) days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee. Allowable expenses include mileage or other travel expenses, food, lodging, tolls, conference and tuition fees. Receipts for all expenses except mileage are required.

- (b) Payment for meals is subject to the following limitations:
Breakfast - if departure is prior to 7:00 AM,
Lunch - if outside of County on County business between 11:00 AM. and 2:00 PM,
Dinner - if arrival at home is after 7:00 PM.
- (c) Payment for meals may be made without a receipt in the following amounts:
Breakfast: \$10.00.
Lunch: \$15.00.
Dinner: \$25.00.
- (d) When an Employee is requested by a Unit Head to attend an in-county function and meals are an integral part of that function, the Employee shall be compensated for meal expenses associated with the function. The Employee shall be notified in advance of approval to attend the function and advised that compensation for meals will be made.
- (e) When an Employee is assigned, as a regular part of his duties, by a Unit Head, to attend a job-related event, either in-County or out-of-County, and meals are an integral part of that event, the Employee shall be compensated for meal expenses associated with the event. The employee shall be notified, in advance, of approval to attend the event and advised that compensation for meals, subject to any restrictions designated by the Unit Head, will be made.
- (f) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for the meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated by IRS Regulations. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (b) and (c) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

SECTION 6. PROMOTION

In the filling of promotional vacancies, it is the County's policy to consider the Employee's Performance Appraisal and length of service an Employee has given to the County, reserving to itself the right to make such promotional appointments in the County's discretion.

SECTION 7. UNIFORMS, WORK CLOTHES AND TOOL ALLOWANCE

- (a) The County shall continue to provide protective work clothes for those positions presently identified as requiring such clothing. The County reserves the right subject to law to identify in the future other positions, which would warrant protective work clothes.

- (b) The County reserves the right to require any group of Employees to wear a designated uniform. In that case, the County shall provide two sets of uniforms for winter and summer. Employees shall be responsible for every-day cleaning, maintenance, and minor repair of uniforms. The County shall replace worn out uniforms or uniforms damaged beyond repair through no fault of the Employee.
- (c) The County shall pay up to six hundred (\$600.00) dollars per year to each Automotive Mechanic, Construction Equipment Mechanic I, Construction Equipment Mechanic II, Senior Automotive Mechanic, Auto Service Center Supervisor, Equipment Mechanic Supervisor I and Equipment Mechanic Supervisor II and all Transit Mechanics to purchase new, replacement and/or additional tools for use in the course of employment. In addition, if the County purchases, or acquires, vehicles or equipment that require the use of different, or upgraded, tools from the standard tools currently needed to service the current County vehicles and/or equipment, the County will purchase those tools for use by the appropriate mechanic(s) and the County shall replace these tools as needed.
- (d) Each Airport Maintenance Mechanic II and the Airport Maintenance Supervisor shall provide, at his own expense, an appropriate set of tools, as determined by the Unit Head, for use while employed by the Department of Aviation. These tools shall be available for use during working hours and may be secured on County property upon approval of the Unit Head. Should any Employee provided tool fail during normal use, the County shall replace the tool with one of equal quality, provided the tool is not covered by an outside warranty.
- (e) For all titles designated by Risk Management, excluding employees of the Dutchess Community College, who are required to wear protective footwear, the County will provide up to a collective three hundred dollars (\$300.00) reimbursement per year per employee, for 2022 and 2023, who produce a receipt for the purchase of such footwear. The reimbursement for 2022 will be for eligible footwear, in eligible titles, purchased during any time in 2022.

Prior to 2024, the parties shall establish a Labor Management Committee to determine which employees, excluding employees of the Dutchess Community College, are eligible to purchase footwear, the amount of reimbursement and the procedure for purchasing footwear and reimbursement. The intent is for the procedure to take effect beginning January 1, 2024, and the annual value of the footwear procedure established shall be no less than three hundred dollars (\$300.00).

SECTION 8. DEDUCTIONS

The County will make no deductions from an Employee's wages without prior written notification as to the purpose and amount.

SECTION 9. ALTERNATE CIVIL SERVICE EXAMINATION DATES

The County shall arrange with the New York State Civil Service Commission to make available alternate examination dates in accordance with the policy adopted by the Commission.

SECTION 10. PARKING

- (a) The County will reduce an employee's payroll deduction for parking expense up to twenty dollars (\$20.00) per payroll (twenty-six (26) payrolls annually). This benefit is eligible to employees who park in City of Poughkeepsie Municipal Parking Lot.

- (b) Employees are required to enter into agreement directly with the City of Poughkeepsie to rent/lease parking in City of Poughkeepsie Municipal Lots unless otherwise stipulated. The County will not be responsible for administration, availability/location, liability, or any other role/obligation related to these parking arrangements with the City.
- (c) Employees who are hired and/or separate from the County are responsible for resolving any outstanding obligations with the City of Poughkeepsie.

SECTION 11. WORK LOCATIONS

The County agrees to maintain or cause to be maintained, all County-Operated work locations, including leased work sites, in a safe and sanitary condition.

The County is not responsible for cleaning or providing maintenance to work-from-home locations.

SECTION 12. CURTAILMENT OF SERVICES; CONTRACTING OUT

- (a) Curtailment of Services.

In the event the County decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment. The County will abide by the Civil Service Law and other applicable provisions of this Agreement in the layoff of competitive class Employees.

- (b) Contracting Out.

The County will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the County determines it has a need to contract out services that would cause the layoff of Employees, the County and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the County may proceed with such contracting out.

SECTION 13. BENEFITS AND LEAVE FOR EMPLOYEES PAID ON AN HOURLY BASIS

- (a) Employees paid on an hourly basis include only the following:

- i. "part time Employees": all Employees regularly working at or less than half the normal work week.
- ii. "hourly Employees": all Employees regularly working more than half of the normal work week, but less than full time.
- iii. "hourly temporary Employees": all Employees appointed to temporary positions.

- (b) Subject to Article IV, Section "5" of this Agreement, part time and hourly Employees shall be eligible for annual increments, provided they earned a minimum of 30% of the regular full time salary for the position during the 12-month period immediately preceding their increment date. Part-time and hourly Employees shall be eligible for a longevity payment, provided they earned a minimum of 30% of the regular full-time salary for their position each year prior to the longevity award. The hourly rate shall be computed in accordance with Article VI, Section "3" of this Agreement.

- (c) All Employees paid on an hourly basis shall accrue sick days, vacation, personal days and holiday credits on a pro-rata basis. Personal days, vacation, holidays and sick leave will be awarded on a per payroll basis on the last day of the payroll period and made available for use the following payroll period. If an Employee paid on an hourly basis converts to a full time annual basis, the County shall credit any holiday balances to the Employee's sick leave accruals.

- (d) Employees paid on an hourly basis are also eligible for other benefit leaves in pro-rata amounts not to exceed their normal work schedule.
- (e) Employees with an adjusted benefit date prior to January 1, 1991 who work a minimum of half the regularly scheduled work week shall be eligible for health insurance coverage, provided they contribute towards the premium cost pursuant to Article VIII, Section "1" of this Agreement. These Employees will be eligible for fully paid dental insurance.
- (f) Employees with an adjusted benefit date after January 1, 1991 who work a minimum of half the regularly scheduled work week, but less than a full work week, shall be eligible for health insurance and dental insurance coverages. The County will contribute 50% towards the premium costs of the coverages. The balance will be paid by the part time or hourly Employee electing the coverage(s).

SECTION 14. PAST PRACTICE

The parties agree that the term past practice shall mean a condition of employment existing on or prior to January 1, 1982, but not addressed by the terms of this Agreement, provided to an Employee or a group or class of Employees as a matter of practice by the County. The parties further agree that there shall be no past practices created after January 1, 1982; that if a term or condition of employment is not addressed in this Agreement, it shall not be considered binding on the County.

SECTION 15. CSEA FITNESS PROGRAM

The County agrees to pay five thousand dollars (\$5,000.00) in 2025 to an interest-bearing account for the purpose of employee fitness programs with a maximum rollover amount of seven thousand five hundred dollars (\$7,500.00).

In 2026 and every year thereafter, the County agrees to pay seven thousand five hundred dollars (\$7,500.00) per year to an interest-bearing account for the purpose of employee fitness programs with a maximum rollover amount of ten thousand dollars (\$10,000.00) per year.

The funds shall be distributed by the Department of Human Resources after receipt, review, and approval of written proposals from the authorized Union executive committee. At the end of each calendar year, the County will recoup the unused funds, in excess of the maximum rollover amount set forth in this provision.

SECTION 16. DEFERRED COMPENSATION

- (a) A plan for Employee participation in a deferred compensation program has been established by the County in accordance with, and subject to all necessary procedures and approvals required by federal and state agencies. The plan shall be administered by the Finance Department according to the rules and regulations prescribed by the State of New York.
- (b) As soon as practicable, the County will offer the Roth 457 IRA option through the NYS Deferred Compensation Plan through payroll deduction.

SECTION 17. NOTICE UPON SEPARATION

Employees with responsibility for treating patients shall be required to serve a notice of twenty (20) working days to the Unit Head prior to separation from service with the County. Failure to give notice will result in an assessment of an amount equal to two (2) weeks salary as liquidated damages. Affected titles are listed in Appendix "A". Arrangements may be made to waive this requirement upon consultation with the Unit Head. New titles allocated to the same or higher salary grade as a result of the reclassification of current titles listed in Appendix A shall continue to be required to serve notice as provided in this Section. Appendix A shall be amended accordingly.

SECTION 18. COUNTY VEHICLES

- (a) Employees shall not be permanently assigned County vehicles. At the discretion of the Unit Head, Employees may be required to either utilize County vehicles or their own personal vehicles during working hours.
- (b) Based on County policy, the Unit Head may temporarily assign County vehicles to specific Employees. Such assignment will not represent an entitlement to any Employee. Unassigned County vehicles shall be left on County premises during non- working hours.
- (c) In the discretion of the Unit Head, Employees who are regularly assigned to be on-call may be temporarily assigned a County vehicle for use during the on-call period.

SECTION 19. DIRECT DEPOSIT

Employees are required to utilize direct deposit.

- (a) The County provides a Paperless Direct Deposit process for all employees. Each Employee must elect Paperless Direct Deposit of their entire net paycheck. Funds will be available in each designated account through ACH on each pay date. If an over or under payment occurs, it will be corrected in the next paycheck.
- (b) Employees will be responsible for any bank charges as a result of insufficient funds or late transfer of funds.
- (c) Changes to a previously elected direct deposit option may be made at any time. The change will be effective within two (2) payroll cycles.

SECTION 20. INTERNAL REVENUE SERVICE SECTION 125 FLEXIBLE SPENDING PLAN

- (a) Medical Plan Premium Conversion: The County will auto-enroll Employees who contribute toward their health insurance coverage to process the contribution on a pre-tax basis. Employees must submit a written request to the Risk Management Department within thirty (30) days of date of hire, a qualifying event or the open enrollment period(s) to opt out of the program to then process contributions as post-tax deductions pursuant to the Internal Revenue Service rules and regulations.
- (b) Medical Expense Reimbursement Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying non-reimbursed medical expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable medical expenses.
- (c) Dependent Care Spending Account Plan: The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualified expenses for elder care,

handicapped care and dependent care expenses by allowing Employees to defer or convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable expenses.

- (d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

SECTION 21. ONE HOUR REPORTING TIME STANDARD

- (a) Pursuant to Section 139 of the New York State Highway Law, the County has a non-delegable duty to maintain its highway system in a safe and passable condition. It is essential to the efficient performance of this duty that any employee who participates in the performance of snow and ice control operations report to their assigned work site, especially during inclement weather (snow and ice conditions) within one (1) hour from notice to do so. To report to work means an employee arrives at the site prepared to work and so notifies his supervisor within the designated time frame. Except under emergency or extenuating circumstances, the above-mentioned one (1) hour reporting requirement shall apply only during the snow and ice control season.
- (b) All Employees of the Department of Emergency Response shall report to their work site within one (1) hour from notice to do so. To report to work means an employee arrives at the site prepared to work within the designated time frame.

SECTION 22. DEFENSIVE DRIVING COURSES

The standard and procedures set forth below shall supersede any past practice, policy, procedure or contract language of the parties to the contrary.

The County may offer defensive driving courses and require that Employees who drive county vehicles or personal vehicles on County business attend and participate as part of their job duties. Any Employee, who uses an automobile at least once a month on County business, shall be eligible for a defensive driving course when offered. Subject to available course space, Risk Management may, in their discretion, assign certain Employees from among eligible Employees to take a defensive driving course.

Risk Management may, in their discretion, permit other Employees who have requested permission to attend a defensive driving course but do not meet the standards set forth above, to do so subject to available course space. Such Employees may use benefit time or may attend when not scheduled to work subject to available course schedules.

Any Employee who requests a certificate of participation for his or her personal use, shall pay the administrative costs to obtain such certificate.

SECTION 23. ALCOHOL AND DRUG ABUSE POLICIES AND PROCEDURES

Except as required by law, these Policies and Procedures are established, updated, and amended by mutual agreement of the County and Union and will be posted electronically on the County's Intranet and made available to any CSEA member in hard copy upon request to the Department of Human Resources. Upon amendment, a copy of the policy will be distributed to all employees via email.

SECTION 24. NON-SALARY REIMBURSEMENTS

Notwithstanding anything to the contrary, non-salary payments for reimbursements for travel, meals, uniforms and the like shall be paid through a payroll check.

SECTION 25. LICENSED SOCIAL WORKER TUITION PROGRAM

An Employee in the Case Manager Series in Children's Services in the Department of Community and Family Services, matriculated in Adelphi University, Hudson Valley Campus, or such other institution as the County may designate, pursuing a degree to become a Licensed Master Social Worker or a Licensed Clinical Social Worker, shall be eligible for partial or full tuition payment from the County when the County, in its discretion, offers such as further set forth below.

TO BE ELIGIBLE FOR TUITION PAYMENT AN EMPLOYEE MUST:

- 1. HAVE BEEN EMPLOYED IN THE CASE MANAGER SERIES IN CHILDREN'S SERVICES IN THE DEPARTMENT OF COMMUNITY AND FAMILY SERVICES IN A PERMANENT APPOINTMENT TO A PERMANENT BUDGETED POSITION FOR AT LEAST THIRTEEN (13) CONTINUOUS MONTHS BEFORE SUBMITTING A TUITION PAYMENT APPLICATION.**
 2. Submit and have received approval of a tuition payment application for an eligible course before enrolling in that course.
 3. Have no pending disciplinary proceedings at the time of application.
 4. Have a present job appraisal rating of at least fully satisfactory.
 5. Work full time with a permanent appointment to a permanent budgeted position.
 6. Take all courses outside of work hours.
 7. Pay for all textbooks and other fees related to the degree program.
 8. Maintain an overall B average for the degree program.

An Employee who has received a field placement from Adelphi University, Hudson Valley Campus, acceptable to the County, may be allowed time off from work with pay to complete some or all of that placement, provided the Commissioner or his designee determines in his sole discretion, that there is sufficient available personnel to provide appropriate staff coverage.

An Employee, who leaves the employ of Dutchess County, whether voluntarily or otherwise, within three (3) years of the date of the last tuition payment made on his or her behalf, shall have an obligation to reimburse the County for all funds previously expended for tuition and funds paid to or on behalf of that Employee for field placement as follows:

- (a) If an Employee leaves within one (1) year from the date of the last tuition payment made on his or her behalf, that Employee shall have a maximum reimbursement obligation of \$7,000.00.
- (b) If an Employee leaves, having completed one (1) full year, but before two (2) full years, from the date of the last tuition payment made on his or her behalf that Employee will have a maximum reimbursement obligation of \$3,500.00.

- (c) If an Employee leaves, having completed two (2) full years, but before three (3) full years, from the date of the last tuition payment made on his or her behalf that Employee will have a maximum reimbursement obligation of \$1,000.00.

Notwithstanding any recoupment provisions in the Collective Bargaining Agreement to the contrary, upon termination of employment, the County may withhold an Employee's entire remaining paycheck(s) to satisfy that Employee's reimbursement obligations as set forth above. In addition, the County may deduct (recoup) any benefit time standing to that Employee's credit, which would otherwise be paid to that Employee upon separation, to satisfy that Employee's remaining reimbursement obligations as set forth above. To the extent these do not extinguish the Employee's reimbursement obligations, the Employee shall make payments as follows:

\$100.00 per month beginning the first full calendar month after termination of employment.

As a condition precedent to continuing in or acceptance into the Licensed Social Worker Tuition Program an Employee, otherwise eligible, must execute a waiver, as prescribed by the County, accepting the reimbursement obligations and agreeing to the methodology for reimbursement (recoupment) set forth above.

In the event the funds the County is willing to commit to this Licensed Social Worker Tuition Program, are insufficient to satisfy the requests it receives for tuition payment, it may in its discretion authorize partial tuition for some or all Employees, or may offer tuition payment to some and not others.

Determinations made by the County in implementing this Program shall not be subject to the grievance procedure.

SECTION 26. VEHICLE TRACKING DEVICES

The County will place a notification label on any County vehicle equipped with a tracking device.

ARTICLE XI **GRIEVANCE PROCEDURE**

SECTION 1. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- (a) "Grievant" shall mean an Employee alleging a grievance.
- (b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, or a past practice as limited in Article X (14), except that decisions regarding reclassification or reallocation pursuant to Article XIV shall not be subject to the grievance procedure.
- (c) "Immediate Supervisor" shall mean the Employee or officer on the next higher level of authority above the grievant in the Unit wherein the grievance exists, who normally assigns or supervises the Grievant's work and approves his time record or evaluates his work performance.
- (d) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by an immediate supervisor, the Unit Head or the County Executive.

- (e) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.

SECTION 2. DECLARATION OF BASIC PRINCIPLE

Every grievant shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to elect to be represented by a person of his own choosing, at no cost to the County, at all stages of the grievance procedure. However, only designated officers or Union representatives will be released from their work site on County time to perform these duties of representation.

SECTION 3. INITIAL PRESENTATION

- (a) Grievant must present his grievance to his immediate supervisor, in writing, with a copy to the Commissioner of Human Resources, in accordance with paragraph (d) hereof, within twenty (20) working days after the grounds for the grievance occur or the grievance shall be deemed time-barred and shall be rejected. In the case where the grounds for the grievance are continuing, relief may be applied retroactively only for twenty (20) working days prior to the commencement of the grievance.
- (b) The immediate supervisor shall discuss the grievance with the grievant, make such investigation as he deems appropriate and consult with his superiors to such extent, as they deem appropriate, all on an informal basis.
- (c) Within five (5) days after presentation of the grievance, the immediate supervisor shall make his recommendation and transmit same, in writing, to the grievant or his representative, and the Unit Head.
- (d) The grievance shall consist of a written statement signed by the grievant containing the following:
 - i. The name, residential address, and department of employment of the grievant.
 - ii. The name and department of employment of each other Employee or official involved in the grievance.
 - iii. The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.
 - iv. A concise statement of the nature of the grievance, the facts relating to it, including, without limitation, the time and date it arose.

SECTION 4. SECOND STAGE

- (a) If a grievant is not satisfied with the recommendation made by his immediate supervisor, he may, within five (5) days thereafter, request a review and determination of his grievance by the Unit Head. Such request shall be made in writing and shall be served upon the Unit Head with a copy to the Commissioner of Human Resources. Thereupon, and within five (5) days after receiving such request, the Unit Head may request the immediate supervisor to submit a written statement of his information concerning the specific nature of the grievance and facts relating to it.

- (b) The Unit Head may, and, at the request of the grievant shall, hold an information hearing within ten (10) days after receiving the written request and statement from the grievant. The grievant, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.
- (c) Within ten (10) days after the close of the hearing, or within ten (10) days after the grievance has been submitted to him if there is no hearing, the Unit Head shall make his recommendation in writing and serve the same on the grievant, the Grievant's representative, if any, and the County Executive.

SECTION 5. THIRD STAGE

- (a) The grievant may appeal the recommendation of the Unit Head within ten (10) days after notice of such recommendation. The appeal shall be taken by submitting to the County Executive a written statement signed by the grievant.
- (b) The County Executive may request the Unit Head to submit within ten (10) days a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Unit Head in making his decision.
- (c) The County Executive shall hold a hearing within ten (10) days after receiving the written request for review. He shall give at least five (5) days' notice in writing of the time and place of such hearing to the grievant, or the Grievant's representative, if any, and the Unit Head, all of whom shall be entitled to be present at the hearing.
- (d) The hearing may be adjourned from time to time by the County Executive for a total of no more than ten (10) days, or by mutual consent of the parties.
- (e) The County Executive shall not be bound by the formal rules of evidence.
- (f) A written summary shall be kept of each hearing held and shall be provided to the Union upon request.
- (g) The County Executive shall make his report in writing within ten (10) days after the close of the hearing. He shall immediately file his report and send a copy of the same to the grievant, or the Grievant's representative, if any, and the Unit Head. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

SECTION 6. FOURTH STAGE

If the grievant and/or the Union is dissatisfied with the decision of the County Executive, the Union may, within twenty (20) working days, submit any grievance under this Agreement to binding arbitration under the rules of the New York State Public Employment Relations Board, at equal expense to both parties.

The parties reserve the right to substitute a mutually agreed upon arbitrator, or panel of arbitrators, in lieu of utilizing the New York State Public Employment Relations Board.

SECTION 7. WAIVER OR EXTENSION OF TIME: TIME FOR DISCUSSIONS AND HEARINGS

- (a) The time limitations for presentation and resolution of grievances as provided herein may be waived or extended by mutual agreement of the parties involved.
- (b) No employee organization other than the Union will be allowed to initiate or represent a grievant in the processing of grievances.

- (c) All proceedings pursuant to this Article shall be held, to the extent practicable, during regular working hours.

ARTICLE XII

UNION RIGHTS

SECTION 1. UNION REPRESENTATIVES

- (a) The County recognizes the right of the Employees to designate specific representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit Employees during working hours, subject to work requirements of the County. The Union representatives shall consist of the following: Thirty (30) shop stewards and five (5) officers who shall be the sole representatives of the Union authorized to carry out such duties. Only representatives designated by the Union President shall be permitted a reasonable amount of time free from regular duties to fulfill their obligations. A listing of representatives shall be given to the County Executive in January of each year and within thirty (30) days of any change. Time required for such representation must be reported to the Unit Head on at least a weekly basis. Such representatives shall be permitted to appear at public hearings before the County Legislature.
- (b) The Union President shall be allowed one-half of his normal work week to conduct Union business. The President's work load shall be reduced accordingly.

SECTION 2. UNION DELEGATES

Certain representatives of the Union shall be allowed time off with pay and without charge to accumulated leave time for the purpose of attending State Union meetings. The Union shall notify the County Executive of the Employees designated as representatives. At least two (2) weeks prior to a meeting, the Union shall notify the County Executive, in writing, of the date, time, place and purpose of the meeting, and shall identify the individual representatives for whom time off is requested. The County reserves the right to deny the time off request with regard to any individual Employee if the County determines that his presence is required for the proper functioning of his Unit. An aggregate total of eighty-five (85) days shall be allowed per calendar year for this purpose.

SECTION 3. UNION OFFICE SPACE

The County agrees to provide office space within the County Office Building complex for the Union's records and for the conduct of business.

SECTION 4. PERSONNEL CHANGES

The Commissioner of Human Resources will provide an Employee roster of CSEA membership to the Union on a periodic basis.

SECTION 5. PAYROLL

The County will provide the Union with a copy of the last payroll in each calendar quarter as soon as it becomes available. The County will also provide the Union with a copy of the proposed budget and adopted budget from the first printing.

SECTION 6. LEGISLATIVE MEETINGS

The agenda and copies of all resolutions of the County Legislature will be forwarded to the Union office at the same time it is sent to members of the Legislature.

SECTION 7. UNION NOTICES

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County, subject to the approval of the contents of such notices and communications by the County Executive.

ARTICLE XIII

MANAGEMENT RIGHTS

The County retains the right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by Employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge Employees for cause; to hire, lay off, assign, promote and determine the qualifications of Employees; to determine the starting and quitting time and the number of hours to be worked.

The rights of the County listed above are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in the County. Any and all rights, powers, and authority the County had prior to entering this Agreement are retained by the County except as specifically and lawfully abridged, or modified by this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any County official, or in any way reducing or abridging such authority, but this Agreement shall be construed as requiring said County officials to follow the procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE XIV

CLASSIFICATION AND ALLOCATION PROCEDURE

SECTION 1. DEFINITIONS

(a)

- 1) Classification as defined in the Civil Service Law means and includes the process by which a Class Title is assigned to a set of specified duties and responsibilities.

- 2) Reclassification is the process of changing the Class Title or Jurisdictional Class (assigned to a specific set of duties and responsibilities) to another Class Title in order to better describe the assigned duties and responsibilities.
 - 3) Reclassification may result in a change to a different Class Title allocated to a lower job group, the same job group or a higher job group.
- (b)
- 1) Allocation is the process of assigning a new Class Title to a salary range.
 - 2) Reallocation is the process of assigning an existing Class Title to another salary range in order to effect more equitable and appropriate payment for the assigned duties and responsibilities.
 - 3) Reallocation may result in a change to a lower or higher salary range.

SECTION 2. GENERAL

- (a) All authorized positions covered by this Agreement shall be classified, in accordance with law, by the Commissioner of Human Resources using appropriate classification techniques as recommended by the New York State Department of Civil Service.
- (b) All Class Titles covered by this Agreement shall be allocated to a job group in accordance with the County's system for position allocation, the application of which shall result in each Class Title being assigned to a specific job group (salary range), subject to Legislative approval, if required.
- (c) The County reserves the right to reclassify or reallocate any title, subject to Legislative approval, if required, and notwithstanding any other provisions of this Agreement.
- (d) No Employee shall be employed in or appointed to any title not appropriate to the duties to be performed as defined in the Class Specification for that title and interpreted by the Commissioner of Human Resources, except as provided by Section 61 of the Civil Service Law.
- (e) The Commissioner of Human Resources shall discuss with the Union the criteria being used for classification, reclassification, allocation and reallocation decisions. The Commissioner shall receive and give serious consideration to any and all recommendations made by the Union with respect to such criteria.

SECTION 3. RECLASSIFICATION AND REALLOCATION

- (a) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request in writing that the Department of Human Resources study the duties of the Employee's position in order to determine its proper Class Title and/or allocation (salary range). The Department of Human Resources shall initiate such study within thirty (30) days of the receipt of the request, except in the event that a department-wide or occupational series-wide Classification and Allocation Survey covering the Employee's position is planned within the next twelve (12) months. The Department of Human Resources shall complete an individual position review within sixty (60) working days after the Employee submits the official form describing the duties and responsibilities to his supervisor.
- (b) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request a review of a specific duty to determine whether or not it is out of title work for the Class Title presently held by the Employee. Such request shall be submitted in writing to the Employee's Unit Head and the Commissioner of Human Resources. The Commissioner of Human Resources shall issue a determination within fifteen (15) working days of the receipt of such request.

- (c) Any County officer or Unit Head may also request a review of a position or of a specific duty assigned to a position, or may request a department-wide or occupational series-wide Classification and Allocation Survey. The Commissioner of Human Resources reserves the right to initiate any survey he deems necessary notwithstanding any other provision of this Article. The Commissioner of Human Resources shall notify the Union of any surveys being initiated by him. The Department of Human Resources shall issue notice of proposed Reclassification or Reallocation to the Employees within six (6) months after the date the Department of Human Resources initiated the survey. Upon completion of a survey, the Commissioner of Human Resources shall provide a copy of the survey to the Union within ten (10) days.
- (d) No Employee whose salary is increased by such Reclassification or Reallocation shall have any claim against the County for the difference, if any, between the salary of the position under the old title and that of the new position under the new title for any period prior to the date such change in scale becomes legally effective.
- (e) Upon the finalization and adoption of a determination made pursuant to this Article, the matter will be closed for a minimum of twelve (12) months or until there is a substantial change in the duties and responsibilities of the position as determined by the Commissioner of Human Resources.

SECTION 4. RECLASSIFICATION AND REALLOCATION APPEALS

- (a) All appeals shall be conducted by the Commissioner of Human Resources in accordance with the New York State Civil Service Law and the Dutchess County Rules for the Classified Civil Service. Any Employee may appeal a determination made by the Department of Human Resources. Employees making such appeal may be represented by the Union or by another person of their choosing. Employees and the Union are free to present any evidence in relation to an appeal to the Commissioner of Human Resources. The Commissioner shall notify Employees, at the time of Notice of Proposed Reclassification or Reallocation, of their right to appeal and of the proper procedure to make an appeal.
- (b) An Employee who wishes to appeal a decision shall have ten (10) working days from the receipt of Notice of Proposed Reclassification or Reallocation to file a written request for such and the reasons therefore. The Commissioner of Human Resources shall then schedule the appeal within twenty (20) working days. Upon hearing the appeal, the Commissioner of Human Resources shall issue his final determination within ten (10) working days and shall communicate such in writing to all affected parties. The final decision shall then be submitted to the Budget Director and the appropriate Legislative Committee for action at the next timely convened Legislative session.

SECTION 5. EFFECTIVE DATES

- (a) The effective date of all classifications and reclassifications shall be determined by the Commissioner of Human Resources in accordance with law.
- (b) The effective date of all allocations and reallocations shall be determined by the Legislature, if required by law.

ARTICLE XV

LABOR-MANAGEMENT COMMITTEE(S)

SECTION 1. LABOR-MANAGEMENT COMMITTEE

There shall be a labor-management committee consisting of three (3) representatives of the County and three (3) representatives of the Union who shall meet upon reasonable notice of either party to discuss and make reasonable effort to recommend resolution of matters of mutual interest.

SECTION 2. SPECIAL LABOR-MANAGEMENT COMMITTEE

The parties agree to discuss and submit various issues to a Special Labor Management Committee. The parties further agree that any agreements arising out of the Labor Management Committee shall be implemented pursuant to the terms of the agreements and shall be included in a successor agreement.

ARTICLE XVI

IMPLEMENTATION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVII

NON-DISCRIMINATION

The County and the Union shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee as protected by law.

ARTICLE XVIII

SAVINGS CLAUSE

If any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

ARTICLE XIX

SCOPE

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and

5/7/26

opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or practices (except past practices as defined in Article X[14] of this Agreement), between the County and the Union or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.

ARTICLE XX

DURATION

Except as otherwise provided herein, this Agreement shall be effective January 1, 2025 through December 31, 2028.

5/7/26

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

Dated this _____ day of _____, 2026

COUNTY OF DUTCHESS

By _____
SUSAN J. SERINO, COUNTY EXECUTIVE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000 AFSCME/AFL-CIO,
DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814

By _____
ANDREW K. CALAMARI, UNION PRESIDENT

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000 AFSCME/AFL-CIO

By _____
HOWARD BAUL, LABOR RELATIONS SPECIALIST

By _____
JORDAN RIDER, LABOR RELATIONS SPECIALIST

5/7/26

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

On this _____ day of _____, 2026, before me, the subscriber, a Notary Public in and for State, personally appeared **SUSAN J. SERINO**, personally known to me, who being duly sworn, did depose and say: That she resides at _____, New York; that she is the County Executive of the COUNTY OF DUTCHESS, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto pursuant to the authority of the Charter of the County of Dutchess.

Notary Public

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

On this _____ day of _____, 2026, before me, the subscriber, a Notary Public in and for State, personally appeared **ANDREW K. CALAMARI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On this _____ day of _____, 2026, before me, the subscriber, personally appeared **HOWARD BAUL**, 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

5/7/26

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

On this _____ day of _____, 2026, before me, the subscriber, personally appeared **JORDAN RIDER**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

APPENDIX A
Titles Of Bargaining Unit Members

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One Half	Titles Requiring Twenty Days Notice of Separation
911 CAD Coordinator	16	35		
911 Operations Supervisor	17	40		
Academy of Music Assistant (DCC)	10	35		
Accountant	16	35		
Accounting Clerk	9	35		
Accounting Supervisor I	14	35		
Accounting Supervisor II	16	35		
Administrative Assistant	12	35		
Administrative Services Coordinator	15	35		
Aging Information Services Specialist	15	35		
Aging Services Aide	5	40		
Agricultural Navigator	16	35		
Airport Maintenance Mechanic I	11	40		
Airport Maintenance Mechanic I Trainee	10	40		
Airport Maintenance Mechanic II	12	40		
Airport Maintenance Supervisor	15	40		
Alternatives To Incarceration (ATI) Worker	17	35		
Architectural Technician	15	35		
Archivist	13	35		
Assistant Civil Engineer I	17	35		
Assistant Civil Engineer II (Design)	19	35		
Assistant Coordinator for Children with Special Needs	17	35		
Assistant Director of Public Health Nursing	19	35	Excluded	
Assistant Park Naturalist	9	40		
Assistant Purchasing Agent	14	35		
Assistant Social Welfare Manager II	16	35		
Assistant To The Commissioner For Program Planning and Evaluation	18	35		
Assistant Tree Climber	11	40		
Associate Public Health Sanitarian	19	35	Excluded	
Athletic Facilities and Equipment Attendant	5	40		
Athletic Facilities and Equipment Attendant/Intramural Director	5	40		
Auditor	16	35		
Automotive and Equipment Mechanic	13	40		
Automotive Mechanic	13	40		

Automotive Mechanic Helper	9	40		
Automotive Parts Specialist	12	40		
Automotive Service Center Supervisor	15	40		
Behavioral Health Specialist	15	35	Excluded	
Behavioral Health Specialist II	16	35	Excluded	
Billing Manager	14	35		
Biology Teaching Laboratory Coordinator	13	40		
Biostatistician	16	35		
Bridge Maintainer	10	40		
Bridge Maintainer Trainee	9	40		
Bridge Maintenance Supervisor	14	40		
Building Maintenance Mechanic I	8	40		
Building Maintenance Mechanic I (H & V)	10	40		
Building Maintenance Mechanic II	11	40		
Building Maintenance Mechanic II (H & V)	12	40		
Building Maintenance Mechanic III	13	40		
Building Maintenance Mechanic III (H & V)	13	40		
Building Maintenance Supervisor	16	40		
Bus Driver I	7	40		
Bus Driver II	9	40		
Bus Driver III	12	40		
Business Manager	14	35		
Buyer	12	35		
Campus Guard	7	40		
Campus Investigator	15	35		
Campus Peace Officer	13	40		
Campus Safety Dispatcher	12	40		
Carpenter	13	40		
Case Manager Aide	7	35		
Case Manager Aide (Spanish Speaking)	7	35		
Case Manager I	13	35		
Case Manager I (Spanish Speaking)	13	35		
Case Manager II	15	35		
Case Manager II (CPS)	15	35		
Case Supervisor	16	35		
Case Supervisor II	17	35		
Chemical Dependency Counselor	14	35		Required
Chemical Dependency Counselor Assistant	13	35		
Chemistry Teaching Lab Assistant	12	40		
Chemistry Teaching Lab Coordinator	14	40		
Chief Engineer	18	40		

Chief Medical Investigator-Forensic	17	35		
Cleaner	5	40		
Clerk	5	35		
Clerk (Spanish Speaking)	5	35		
Clinical Program Manager	20	35	Excluded	
Communicable Disease Coordinator	17	35		
Communications Clerk	8	40		
Communications Systems Specialist	17	35		
Community Benefits Specialist	11	35		
Community Development Administrator	18	35		
Community Development Coordinator	17	35		
Community Health Medical Assistant (Spanish Speaking)	10	35		
Community Health Nurse	14	35		
Community Health Outreach Coordinator (Spanish Speaking)	12	35		
Community Health Outreach Worker (Spanish Speaking)	9	35		
Community Investment Program Specialist	15	35		
Community Mental Health Aide	12	35		
Community Mental Health Aide (Spanish Speaking)	12	35		
Community Mental Health Counselor	15	35	Excluded	Required
Community Mental Health Nurse	14	35		
Construction Equipment Mechanic Aide	9	40		
Construction Equipment Mechanic I	13	40		
Construction Equipment Mechanic II	14	40		
Construction Equipment Operator I	11	40		
Construction Equipment Operator I - Mechanic	11	40		
Construction Equipment Operator II	12	40		
Construction Equipment Operator II - Instructor	13	40		
Construction Equipment Operator II - Mechanic	12	40		
Construction Equipment Welder I	12	40		
Construction Equipment Welder II	14	40		
Consumer Services Inspector I	12	35		
Consumer Services Inspector I Trainee	11	35		
Consumer Services Inspector II	13	35		
Contract Specialist	13	35		
Coordinator of Special Needs Services	19	35	Excluded	
Courier	6	35		
Crime Analyst	14	35		
Criminal Justice Intake Specialist	11	35		
Cyber Security Administrator	19	35	Excluded	
Cyber Security Analyst	17	35	Excluded	
Database Administrator	16	35		

Delivery Driver	9	40		
Director of Emergency Management	19	35	Excluded	
Director of Services	18	35	Excluded	
Director of Weights and Measures B	15	35		
Director of Youth Services	17	35		
Discovery Software Assistant	14	35		
Domestic Violence Outreach Worker	12	35		
Drafting Technician I	9	35		
Drafting Technician II	11	35		
Early Intervention Assistant (Spanish Speaking)	10	35		
Early Intervention Specialist	15	35		
Electrician I	13	40		
Electrician II	15	40		
Electronic Equipment Repair Specialist	17	40		
Emergency Management Coordinator	17	35		
Emergency Medical Services Coordinator	17	35		
Emergency Preparedness Coordinator	17	35		
Emergency Response Logistics Coordinator	14	35		
Enforcement Technician	8	35		
Engineering Aide	10	35		
Environmental Program Director	20	35	Excluded	
Environmental/Sustainability Specialist	14	35		
Epidemiologist	17	35		
Equipment Mechanic Supervisor I	14	40		
Equipment Mechanic Supervisor II	15	40		
Family Peer Advocate	12	35		
Financial Analyst (County)	18	35	Excluded	
Fire Coordinator	17	35		
Fire Instructor	13	35		
G.I.S. Analyst	15	35	Excluded	
G.I.S. Project Coordinator	16	35		
G.I.S. Specialist	14	35		
G.I.S. Technician	12	35		
Garage Superintendent	16	40		
Grand Jury Reporter	16	35		
Grants Program Coordinator	15	35		
Graphic Designer	16	35	Excluded	
Graphics Specialist	12	35		
Groundskeeper I	6	40		
Groundskeeper II	10	40		
Home Energy Assistance Program (HEAP) Examiner	11	35		

Heating and Ventilating Supervisor	16	40		
Heating and Ventilating Technician	14	40		
Helpline Crisis Counselor	15	35		
Helpline Crisis Counselor II	16	35		
Home Delivered Meals Coordinator	11	35		
Homeless Shelter Director	17	35	Excluded	
Houskeeper I (DCC)	6	40		
Houskeeper II (DCC)	10	40		
Housekeeping Supervisor	16	40		
Infrastructure Administrator	19	35	Excluded	
Infrastructure Systems Specialist (DCC)	17	35	Excluded	
Information Technology Business Administrator	18	35	Excluded	
Instructional Media Services Assistant	15	40		
Instructional Media Technician	13	40		
Investigator (District Attorney)	16	35		
Investigator (Public Defender)	16	35		
Junior Accountant	12	35		
Junior Auditor	13	35		
Junior Civil Engineer	15	35		
Junior Planner	13	35		
Junior Programmer/Analyst (GIS)	15	35		
Junior Systems Programmer	17	35		
Labor Supervisor	14	40		
Laborer	8	40		
Law Enforcement Coordinator (Child Advocacy Center)	17	35		
Legal Secretary	11	35		
Library Clerk (DCC)	6	35		
Lieutenant of Campus Safety/Investigator	16	40		
Lifeguard	6	40		
Locksmith	12	40		
Maintenance Superintendent	16	40		
Medical Assistant (DCC)	10	35		
Medical Examiner Technician	13	35		
Medical Reserve Corps (MRC) Coordinator	14	35		
Medicolegal Death Investigator	12	35		
Microcomputer Services Supervisor	19	35	Excluded	
Microcomputer System Administrator	19	35	Excluded	
Microcomputer/Network Support Specialist	17	35	Excluded	
Microcomputer/Virtualization Support Specialist (DCC)	17	35	Excluded	
Microcomputer/Word Processing Support Assistant	14	35		
Mortuary Technician	11	35		

Motor Equipment Operator	10	40		
Motor Equipment Operator Trainee	9	40		
Motor Vehicle Clerk	10	35		
Network Administrator	19	35	Excluded	
Network Administrator (DCC)	19	35	Excluded	
Nurse Practitioner	21	35	Excluded	Required
Nutrition Services Coordinator	15	35		
Office Assistant	6	35		
Office Assistant (Spanish Speaking)	6	35		
Offset Printer	11	35		
Outreach Coordinator	12	35		
Painter I	11	40		
Painter II	12	40		
Park Attendant	6	40		
Park Maintenance Mechanic	11	40		
Park Manager	14	40		
Park Naturalist	11	40		
Parking Lot Attendant	9	40		
Parks Superintendent	16	40		
Payroll Clerk	11	35		
Planner	15	35	Excluded	
Plumber	13	40		
Principal Accounting Clerk	12	35		
Principal Library Clerk (DCC)	12	35		
Principal Motor Vehicle Clerk	12	35		
Principal Program Assistant	12	35		
Principal Registry Clerk	12	35		
Print Shop Coordinator (DCC)	12	35		
Print Shop Supervisor	13	35		
Probation Assistant	12	35		
Probation Intake Worker	11	35		
Probation Officer I	15	35		
Probation Officer I (Spanish Speaking)	15	35		
Probation Officer I Trainee	14	35		
Probation Officer I Trainee (Spanish Speaking)	14	35		
Probation Officer II	16	35		
Probation Supervisor I	18	35	Excluded	
Program Assistant	8	35		
Program Assistant (Spanish Speaking)	8	35		
Programmer/Analyst Trainee	15	35		
Programmer/Analyst	17	35	Excluded	

Programmer/Analyst (GIS)	17	35	Excluded	
Psychiatrist I	27	35	Excluded	Required
Psychiatrist II	28	35	Excluded	Required
Psychologist I	19	35	Excluded	Required
Psychologist II	20	35	Excluded	Required
Psychologist III	21	35	Excluded	Required
Public Health Advisor	15	35		
Public Health Education Coordinator	15	35		
Public Health Engineer	17	35	Excluded	
Public Health Engineering Technician	13	35		
Public Health Nurse	15	35		
Public Health Nutrition Coordinator	15	35		
Public Health Sanitarian	14	35		
Public Safety Call Taker	10	40		
Public Safety Dispatcher I	13	40		
Public Safety Dispatcher II	14	40		
Public Safety Dispatcher Trainee	12	40		
Purchasing Agent	16	35		
Quality Improvement Coordinator	18	35		
Real Property Information System Specialist	16	35		
Real Property Information System Technician	14	35		
Real Property Information System Technician Trainee	12	35		
Real Property Tax Services Assistant	12	35		
Receiving Registry Clerk	10	35		
Receptionist	6	35		
Receptionist (Spanish Speaking)	6	35		
Recovery Coach	11	35		
Recovery Coach II	12	35		
Registered Professional Nurse	13	35		
Rehabilitation Specialist	14	35		
Reproduction Specialist	10	35		
Research Assistant	15	35		
Research Assistant (DCC)	15	35		
Resource Consultant	13	35		
Road Maintainer	9	40		
Road Maintenance Supervisor	14	40		
Safety Coordinator	15	35	Excluded	
Safety Specialist	13	35		
Safety Specialist (Transit)	14	35		
Secretary	10	35		
Security Guard	5	40		

Security Systems Specialist	15	35		
Senior Accountant	17	35		
Senior Auditor	17	35		
Senior Automotive Mechanic	14	40		
Senior Bridge Maintainer	12	40		
Senior Campus Guard	10	40		
Senior Carpenter	14	40		
Senior Communications Clerk	11	40		
Senior Engineering Aide	12	35		
Senior Housekeeper	12	40		
Senior IT Support Administrator (DCC)	19	35		
Senior Legal Secretary	12	35		
Senior Library Clerk (DCC)	9	35		
Senior Network Administrator	20	35	Excluded	
Senior Network Administrator (DCC)	20	35	Excluded	
Senior Office Assistant	8	35		
Senior Park Maintenance Mechanic	12	40		
Senior Payroll Clerk	12	35		
Senior Planner	17	35	Excluded	
Senior Plumber	14	40		
Senior Program Assistant	10	35		
Senior Public Health Advisor	16	35		
Senior Public Health Education Coordinator	16	35		
Senior Public Health Engineer	19	35	Excluded	
Senior Public Health Sanitarian	17	35	Excluded	
Senior Public Safety Dispatcher	15	40		
Senior Site Manager	10	35		
Senior Systems Architecture Administrator (DCC)	20	35	Excluded	
Senior Tax Map Technician	13	35		
Senior Web Designer/Analyst	18	35	Excluded	
Senior Youth Worker	14	35		
Sergeant Campus Peace Officer	14	40		
Sign Maker	10	40		
Site Manager	9	40		
Social Welfare Manager I	15	35		
Social Welfare Manager II	17	35		
Social Welfare Specialist	13	35		
Social Welfare Worker I	11	35		
Social Welfare Worker II	12	35		
Social Worker I	15	35	Excluded	Required
Social Worker II	16	35	Excluded	Required

Social Worker II (Spanish Speaking)	16	35	Excluded	Required
Social Worker III	17	35	Excluded	Required
Software Applications Specialist	18	35	Excluded	
Software Specialist (CCBET)	18	35	Excluded	
Software Specialist (CCBET) Trainee	17	35		
Solid Waste Compliance Inspector	14	35		
Special Programs Systems Specialist (DCC)	14	35		
Stock Clerk Helper	9	40		
Stockroom Assistant	11	40		
Stockroom Supervisor	14	40		
Stop DWI/Traffic Safety Administrator	15	35		
Student Financial Services Systems Specialist (DCC)	11	35		
Supervising Alternatives To Incarceration (ATI) Worker	18	35		
Supervising Criminal Justice Intake Specialist	13	35		
Supervising Helpline Crisis Counselor	17	35		
Supervising Motor Vehicle Clerk	14	35		
Supervising Office Assistant	10	35		
Supervising Public Health Engineer	20	35	Excluded	
Supervising Public Health Nurse	17	35	Excluded	
Supervising Registry Clerk	14	35		
Supervisor of Athletic Facilities	11	40		
Supervisor of Grounds and Equipment	16	40		
Supervisor of Health Services (DCC)	17	35		
Supervisor of Special Investigations	16	35		
Supervisor of Student Accounts	14	35		
Systems Analyst	19	35	Excluded	
Systems Analyst (GIS)	19	35	Excluded	
Systems Specialist (CCBET)	18	35	Excluded	
Tax Collection Supervisor	14	35		
Tax Map Technician	12	35		
Tax Map Technician Trainee	11	35		
Teaching Laboratory Assistant	10	40		
Teaching Laboratory Supervisor	11	40		
Tire Mechanic	11	40		
Title Searcher	12	35		
Title Searcher Trainee	11	35		
Traffic Engineer	18	35	Excluded	
Transit Building and Maintenance Aide	11	40		
Transit Building and Maintenance Aide Trainee	10	40		
Transit Equipment Mechanic	13	40		
Transit Equipment Mechanic Aide	12	40		

Transit Equipment Mechanic Supervisor	15	40		
Transit Garage Superintendent	16	40		
Transit Operations Assistant	8	40		
Transit Operations Supervisor	14	40		
Transit Operations Supervisor II	15	40		
Transit Services Assistant	8	35		
Transit System Technician	14	35		
Transportation Program Administrator	19	35	Excluded	
Tree Climber	12	40		
Tree Maintenance Supervisor	14	40		
Tree Trimmer	10	40		
Tree Trimmer Trainee	9	40		
User Services Administrator	15	35	Excluded	
User Services Liaison	12	35		
Veterans Counselor	12	35		
Veterans Outreach Coordinator	13	35		
Vocational Counselor	12	35		
Warehouse Supervisor	12	40		
Waterfront Director	10	40		
Web Designer/Analyst	17	35	Excluded	
Welfare Management System Program Assistant	14	35		
Youth and Community Engagement Specialist	11	35		
Youth Programs Analyst	15	35		
Youth Worker	12	35		

Employees appointed to the designated titles in the departments set forth below shall be excluded from the bargaining unit:

Board of Election	All Titles
Sheriff's Department and Jail	All Titles
County Attorney's Office	Legal Secretary (4)
County Executive's Office	All Titles
Department of Mental Health	Support Services Assistant (3)
	Secretary (1)
Public Works Department:	Office Manager (1)
	Secretary (1)
Community & Family Services	Director of Services (1)
	Administrative Assistant (1)
Dutchess Community College	Personnel Assistant (1)
	Administrative Assistant (3)
Human Resources/Risk Management	Accountant

APPENDIX B
2024 SALARY SCHEDULE

2024 SALARY SCHEDULE

2024 Salary Schedule Plus 3.75%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
4	37,135	38,065	39,018	39,994	40,992	42,020	43,066	44,146	45,250	1,014
5	38,534	39,496	40,485	41,494	42,534	43,598	44,684	45,801	46,945	1,051
6	39,875	40,874	41,895	42,941	44,015	45,113	46,243	47,396	48,581	1,088
7	41,501	42,538	43,604	44,696	45,808	46,955	48,131	49,334	50,566	1,133
8	43,408	44,492	45,605	46,747	47,916	49,115	50,343	51,599	52,889	1,185
9	45,576	46,717	47,886	49,082	50,306	51,567	52,855	54,175	55,529	1,244
10	48,008	49,212	50,436	51,702	52,992	54,318	55,677	57,068	58,495	1,311
11	50,978	52,252	53,558	54,896	56,265	57,676	59,117	60,592	62,108	1,391
12	54,755	56,125	57,529	58,963	60,441	61,953	63,500	65,084	66,711	1,495
13	60,204	61,709	63,252	64,835	66,456	68,119	69,821	71,564	73,351	1,643
14	65,924	67,572	69,262	70,989	72,765	74,585	76,450	78,359	80,317	1,799
15	71,640	73,429	75,264	77,146	79,079	81,053	83,080	85,155	87,284	1,956
16	77,351	79,283	81,266	83,297	85,380	87,511	89,699	91,940	94,238	2,111
17	83,044	85,120	87,249	89,431	91,668	93,957	96,306	98,715	101,182	2,267
18	88,751	90,968	93,242	95,571	97,962	100,413	102,921	105,490	108,127	2,422
19	94,438	96,804	99,223	101,701	104,247	106,850	109,520	112,256	115,061	2,578
20	100,142	102,646	105,213	107,844	110,540	113,305	116,132	119,034	122,011	2,734
21	105,869	108,516	111,230	114,007	116,857	119,781	122,778	125,844	128,990	2,890
27	195,907	197,096	198,280	199,465	200,651	201,834	203,022	204,206	205,419	1,186
28	204,211	205,396	206,580	207,766	208,951	210,136	211,323	212,508	213,720	1,185

APPENDIX C.1

2025, 2026, 2027, 2028 SALARY SCHEDULES

2025 SALARY SCHEDULE

2025 SALARY SCHEDULE PLUS 3.25% Or At Least \$2,250

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	40,784	41,746	42,735	43,744	44,784	45,848	46,934	48,051	49,195	1,051
6	42,125	43,124	44,145	45,191	46,265	47,363	48,493	49,646	50,831	1,088
7	43,751	44,788	45,854	46,946	48,058	49,205	50,381	51,584	52,816	1,133
8	45,658	46,742	47,855	48,997	50,166	51,365	52,593	53,849	55,139	1,185
9	47,826	48,967	50,136	51,332	52,556	53,817	55,105	56,425	57,779	1,244
10	50,258	51,462	52,686	53,952	55,242	56,568	57,927	59,318	60,745	1,311
11	53,228	54,502	55,808	57,146	58,515	59,926	61,367	62,842	64,358	1,391
12	57,005	58,375	59,779	61,213	62,691	64,203	65,750	67,334	68,961	1,495
13	62,454	63,959	65,502	67,085	68,706	70,369	72,090	73,890	75,735	1,660
14	68,174	69,822	71,513	73,296	75,130	77,009	78,935	80,906	82,927	1,844
15	73,968	75,815	77,710	79,653	81,649	83,687	85,780	87,923	90,121	2,019
16	79,865	81,860	83,907	86,004	88,155	90,355	92,614	94,928	97,301	2,180
17	85,743	87,886	90,085	92,338	94,647	97,011	99,436	101,923	104,470	2,341
18	91,635	93,924	96,272	98,677	101,146	103,676	106,266	108,918	111,641	2,501
19	97,507	99,950	102,448	105,006	107,635	110,323	113,079	115,904	118,800	2,662
20	103,397	105,982	108,632	111,349	114,133	116,987	119,906	122,903	125,976	2,822
21	109,310	112,043	114,845	117,712	120,655	123,674	126,768	129,934	133,182	2,984
27	202,274	203,502	204,724	205,948	207,172	208,394	209,620	210,843	212,095	1,228
28	210,848	212,071	213,294	214,518	215,742	216,965	218,191	219,415	220,666	1,227

2026 SALARY SCHEDULE**2026 Salary Schedule Plus 3.25% Or At Least \$2,000**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	42,784	43,746	44,735	45,744	46,784	47,848	48,934	50,051	51,195	1,051
6	44,125	45,124	46,145	47,191	48,265	49,363	50,493	51,646	52,831	1,088
7	45,751	46,788	47,854	48,946	50,058	51,205	52,381	53,584	54,816	1,133
8	47,658	48,742	49,855	50,997	52,166	53,365	54,593	55,849	57,139	1,185
9	49,826	50,967	52,136	53,332	54,556	55,817	57,105	58,425	59,779	1,244
10	52,258	53,462	54,686	55,952	57,242	58,568	59,927	61,318	62,745	1,311
11	55,228	56,502	57,808	59,146	60,515	61,926	63,367	64,884	66,450	1,403
12	59,005	60,375	61,779	63,213	64,728	66,290	67,887	69,522	71,202	1,525
13	64,484	66,038	67,631	69,265	70,939	72,656	74,433	76,291	78,196	1,714
14	70,390	72,091	73,837	75,678	77,572	79,512	81,500	83,535	85,622	1,904
15	76,372	78,279	80,236	82,242	84,303	86,407	88,568	90,780	93,050	2,085
16	82,461	84,520	86,634	88,799	91,020	93,292	95,624	98,013	100,463	2,250
17	88,530	90,742	93,013	95,339	97,723	100,164	102,668	105,235	107,865	2,417
18	94,613	96,977	99,401	101,884	104,433	107,045	109,720	112,458	115,269	2,582
19	100,676	103,198	105,778	108,419	111,133	113,908	116,754	119,671	122,661	2,748
20	106,757	109,426	112,163	114,968	117,842	120,789	123,803	126,897	130,070	2,914
21	112,863	115,684	118,577	121,538	124,576	127,693	130,888	134,157	137,510	3,081
27	208,848	210,116	211,378	212,641	213,905	215,167	216,433	217,695	218,988	1,268
28	217,701	218,963	220,226	221,490	222,754	224,016	225,282	226,546	227,838	1,267

2027 SALARY SCHEDULE

2027 Salary Schedule Plus 3.25%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	44,174	45,168	46,189	47,231	48,304	49,403	50,524	51,678	52,859	1,086
6	45,559	46,591	47,645	48,725	49,834	50,967	52,134	53,324	54,548	1,124
7	47,238	48,309	49,409	50,537	51,685	52,869	54,083	55,325	56,598	1,170
8	49,207	50,326	51,475	52,654	53,861	55,099	56,367	57,664	58,996	1,224
9	51,445	52,623	53,830	55,065	56,329	57,631	58,961	60,324	61,722	1,285
10	53,956	55,200	56,463	57,770	59,102	60,471	61,875	63,311	64,784	1,354
11	57,023	58,338	59,687	61,068	62,482	63,939	65,426	66,993	68,610	1,448
12	60,923	62,337	63,787	65,267	66,832	68,444	70,093	71,781	73,516	1,574
13	66,580	68,184	69,829	71,516	73,245	75,017	76,852	78,770	80,737	1,770
14	72,678	74,434	76,237	78,138	80,093	82,096	84,149	86,250	88,405	1,966
15	78,854	80,823	82,844	84,915	87,043	89,215	91,446	93,730	96,074	2,153
16	85,141	87,267	89,450	91,685	93,978	96,324	98,732	101,198	103,728	2,323
17	91,407	93,691	96,036	98,438	100,899	103,419	106,005	108,655	111,371	2,496
18	97,688	100,129	102,632	105,195	107,827	110,524	113,286	116,113	119,015	2,666
19	103,948	106,552	109,216	111,943	114,745	117,610	120,549	123,560	126,647	2,837
20	110,227	112,982	115,808	118,704	121,672	124,715	127,827	131,021	134,297	3,009
21	116,531	119,444	122,431	125,488	128,625	131,843	135,142	138,517	141,979	3,181
27	215,636	216,945	218,248	219,552	220,857	222,160	223,467	224,770	226,105	1,309
28	224,776	226,079	227,383	228,688	229,994	231,297	232,604	233,909	235,243	1,308

2028 SALARY SCHEDULE**2028 Salary Schedule Plus 3.25%**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	45,610	46,636	47,690	48,766	49,874	51,009	52,166	53,358	54,577	1,121
6	47,040	48,105	49,193	50,309	51,454	52,623	53,828	55,057	56,321	1,160
7	48,773	49,879	51,015	52,179	53,365	54,587	55,841	57,123	58,437	1,208
8	50,806	51,962	53,148	54,365	55,611	56,890	58,199	59,538	60,913	1,263
9	53,117	54,333	55,579	56,855	58,160	59,504	60,877	62,285	63,728	1,326
10	55,710	56,994	58,298	59,648	61,023	62,436	63,886	65,369	66,889	1,397
11	58,876	60,234	61,627	63,053	64,513	66,017	67,552	69,170	70,840	1,496
12	62,903	64,363	65,860	67,388	69,004	70,668	72,371	74,114	75,905	1,625
13	68,744	70,400	72,098	73,840	75,625	77,455	79,350	81,330	83,361	1,827
14	75,040	76,853	78,715	80,677	82,696	84,764	86,884	89,053	91,278	2,030
15	81,417	83,450	85,536	87,675	89,872	92,114	94,418	96,776	99,196	2,222
16	87,908	90,103	92,357	94,665	97,032	99,455	101,941	104,487	107,099	2,399
17	94,378	96,736	99,157	101,637	104,178	106,780	109,450	112,186	114,991	2,577
18	100,863	103,383	105,968	108,614	111,331	114,116	116,968	119,887	122,883	2,753
19	107,326	110,015	112,766	115,581	118,474	121,432	124,467	127,576	130,763	2,930
20	113,809	116,654	119,572	122,562	125,626	128,768	131,981	135,279	138,662	3,107
21	120,318	123,326	126,410	129,566	132,805	136,128	139,534	143,019	146,593	3,284
27	222,644	223,996	225,341	226,687	228,035	229,380	230,730	232,075	233,453	1,351
28	232,081	233,427	234,773	236,120	237,469	238,814	240,164	241,511	242,888	1,351

APPENDIX C.2
LONGEVITY SCHEDULE

Grade	Effective 1/1/24
5	\$1,245
6	\$1,275
7	\$1,310
8	\$1,352
9	\$1,400
10	\$1,453
11	\$1,518
12	\$1,601
13	\$1,720
14	\$1,846
15	\$1,971
16	\$2,096
17	\$2,221
18	\$2,346
19	\$2,471
20	\$2,596
21	\$2,722

27	\$4,154
28	\$4,306

APPENDIX C.3

ON-CALL COMPENSATION SCHEDULE

Grade	On-Call Every 3 Weeks or Less	On-Call Every Week or Every Other Week
5	\$84	\$148
6	\$86	\$152
7	\$89	\$158
8	\$92	\$164
9	\$96	\$172
10	\$100	\$180
11	\$105	\$190
12	\$112	\$204
13	\$121	\$222
14	\$131	\$242
15	\$141	\$262
16	\$151	\$282
17	\$161	\$302
18	\$170	\$320
19	\$180	\$340
20	\$190	\$360
21	\$200	\$380
27	\$320	\$620
28	\$320	\$620

APPENDIX D
RULES FOR THE ADMINISTRATION OF THE SALARY PLAN

1. **NEW APPOINTEES:**

A new appointee appointed to a position in a class shall be paid the minimum rate paid for the class unless the Commissioner of Human Resources, after consultation with the department head, shall certify to the County Legislature that it is impracticable to recruit at that particular time for the position at the then minimum salary. The County Legislature may then authorize recruitment at a higher step of the salary scale for such position.

2. **TEMPORARY OR PROVISIONAL APPOINTEES:**

An employee who has been continuously employed under temporary or provisional appointment shall, upon appointment on a permanent basis to a position with the same class title, be credited with the length of time as a provisional or temporary employee in determining the salary of his position.

3. **PROMOTIONS AND VOLUNTARY DEMOTIONS:**

When an Employee is promoted to a position in a higher grade, he shall be placed on that step of the new grade which is closest to the sum of his former rate plus two average increment steps in the new grade. When an Employee elects a voluntary demotion to a position in a lower grade, he shall be placed on the same increment step in the new grade as he was on in the former grade.

4. **REASSIGNMENTS:**

There shall be no immediate change in the salary rate of an employee reassigned to a new position unless his salary is below the approved minimum of the new position. If any employee is reassigned to a position having a higher salary range than the class from which he was reassigned, such change shall be deemed to be a promotion and the legal provisions governing promotions will apply.

5. **REALLOCATION:**

When an employee's position is reallocated or reclassified downward, the employee shall continue at the same grade and step, receiving increments and longevities as though no reallocation took place. New employees hired to this position shall be hired at the new and lower grade.

When an employee's position is reallocated or reclassified (unless upward reclassification is deemed a promotion for Civil Service purposes, in which case the promotion rule is applicable), the employee shall be placed on that step of the new grade which is nearest to but higher than his/her present salary and shall be, entitled to such annual increments and longevities which may be due.

Rule 5 shall not apply to Psychiatrists on staff on the date of ratification of this Agreement.

6. **REINSTATEMENTS:**

A reinstated employee shall be paid at a salary rate within the approved salary range for the position to which he is reinstated, but not in excess of the salary received at the time he

vacated his position. If an appointment to a higher level positions fails to mature into a permanent appointment and the employee is reinstated to his former position without a break in service, the employee shall be placed at the step he would have received had he remained in the former position and had the unit head awarded the increments in accordance with the annual review.

7. PART-TIME OR HOURLY EMPLOYMENT:

All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment. When employment is on a part-time or hourly basis, only the proportionate part of the rate for the time actually employed shall be paid.

8. TEMPORARY ASSIGNMENT IN HIGHER GRADE POSITION:

An employee assigned on a temporary or limited basis to a higher grade position shall receive the minimum of the higher grade position during such assignment unless his present rate of pay exceeds such minimum. Under such circumstances, the employee will be compensated in accordance with the procedure for promotion (Rule 3 above). This rule shall not be applicable in those instances where a temporary assignment is made as a result of either (1) one vacation period per calendar year (not to exceed three weeks) taken by another employee in a higher level position; or (2) the absence of any employee for a period of one workday or less.

9. TRAINEES:

Persons appointed to trainee positions shall be paid either one grade below the minimum of the grade for a one-year traineeship. For a two year traineeship, a trainee shall be paid two grades below the minimum of the grade for the first year and one grade below the minimum of the grade for the second year. Upon completion of the trainee program, the trainee shall be paid in accordance with the salary grade established for the class. This rule may be modified in exceptional cases by agreement of the County and the Union.

10. STEP PLACEMENT FOR NURSE PRACTITIONER, PSYCHIATRIST I, AND PSYCHIATRIST II:

The Commissioner of Behavioral and Community Health may authorize the appointment of a Nurse Practitioner, Psychiatrist I, or Psychiatrist II, to the grade and step in grade, which reflects the appointees' education, experience (post residency for Psychiatrists), and certification(s).

11. IMPLEMENTATION OF STEP 9:

All full-time employees on Step 8 as of December 31, 2014 shall move to Step 9 on January 1, 2016. Hourly and part-time employees on Step 8 as of December 31, 2014 will be reviewed in accordance with contract provisions to determine eligibility for movement to Step 9 on January 1, 2016. All other employees will continue to progress through the salary schedule in accordance with existing contract provisions.

APPENDIX E
DISABILITY BENEFITS

WEEKLY DISABILITY INCOME:

50% of average weekly wage, maximum of \$340.00 per week; minimum of \$15.00 per week

DURATION OF BENEFITS:

26 weeks of disability per 52 weeks.

WAITING PERIOD:

7 days.

The parties shall continue to share premium costs in the proportion 70% County share, 30% Employee share, provided, however, the County share shall never exceed \$9.00 per month per eligible Employee. All premium costs above \$9.00 per month otherwise attributable to the County shall be paid by each eligible Employee.

APPENDIX F

RULES FOR EMERGENCY RESPONSE DISPATCH 24 HOUR SCHEDULING ROTATION

1. **COVERED TITLES:**

The following titles in the Department of Emergency Response may be assigned to the scheduling provisions in this appendix (fulltime only, and includes any successor or new titles of similar functionality):

- Public Safety Call Taker
- Public Safety Dispatch Trainee
- Public Safety Dispatcher I
- Public Safety Dispatcher II
- Senior Public Safety Dispatcher

2. **SCHEDULING STRUCTURE:**

Covered titles in the Department of Emergency Response shall be assigned to one of a variety of four (4) week rotations of predominately ten (10) and fourteen (14) hour work periods in a combination of three (3) and four (4) day weeks. A schedule of assignments follows. Additional similar rotations of approximately the same duration may also be established from time to time consistent with the needs of the department. Employees may be assigned to different schedules depending upon the needs of the department including a limited number of eight (8) hour shifts. If, in addition to those presently working eight (8) hour shifts, the County establishes other eight (8) hour shifts, it will seek volunteers to fill such additional shifts. If there are no qualified volunteers, an employee(s) shall be assigned to each shift based on reverse seniority taking into the consideration the needs of the department.

3. **WORKING HOURS AND ASSIGNMENT:**

In those weeks where the schedule calls for thirty-seven (37) hours, employees shall be scheduled to work an additional three (3) hours to complete the forty (40) hour work week as otherwise provided herein. The County shall establish a recurring training, staff or special meeting schedule for the three (3) hours. The County shall give any affected employee two (2) weeks' notice of a change of such schedule. If the three (3) hours are not scheduled for training, staff, or special meetings, the employee may be assigned regular dispatching duties to work those three (3) hours during that work week. Shift differential will be paid according to when working or benefit hours actually occur.

4. **HOLIDAY ACCRUAL:**

Covered employees working other than eight (8) hour shifts will be prospectively awarded an accrual of forty-eight (48) hours of Holiday time on January 1, and fifty-six (56) hours of Holiday time on July 1 of each calendar year (based on eight (8) hours per Holiday that occur in the time period). This award is intended to provide flexibility to cover Holidays without creating the need to supplement time-off with additional benefit time.

A. **NEW HIRES TO COVERED TITLES:**

Employees hired into a covered title will remain covered by the provisions of Article VI, Section 4 and Article VII, Section 1 until the first January 1st or July 1st following completion of the Probationary Period.

B. PROMOTIONS/DEMOTIONS:

Employees in a covered title that are promoted, demoted, or otherwise appointed to another covered title will remain covered by this alternate Holiday Accrual.

C. WORKING ON A (ACTUAL) HOLIDAY:

A covered employee who is required to work on a Holiday shall be paid at the rate of time and one half the hours worked.

D. PAYMENT OF HOLIDAY TIME:

Article VI, Section 4 allows an employee working an actual Holiday to also receive their Holiday accrual as pay, therefore any covered employee working a Holiday (actual) may also use a corresponding number of Holiday hours to receive as pay. If a Holiday occurs on a normal day off (previously Article VI, Section 5) a covered employee may use up to eight (8) hours of accrued Holiday time to receive as pay. In both scenarios, for the purpose of FLSA and overtime, these awards of Holiday pay will not be considered time worked. The decision to receive Holiday time as pay will be in the discretion of the employee.

For the purpose of this section, the Holiday (actual) is the twenty-four (24) hour period of the actual holiday. If/when a shift occurs on multiple calendar days, only the portion of the shift occurring on the Holiday (actual) is eligible for this benefit section.

E. USE/APPROVAL OF HOLIDAY TIME:

Approval for use of Holiday time is in Department discretion taking into consideration the needs of the Department and employee.

F. ADJUSTMENT OF HOLIDAY TIME:

1. Covered employees who separate from service or move to a non-covered position, will forfeit eight (8) hours per Holiday that has not yet occurred within the six (6) month accrual period. *For example, an employee who separates December 15th will forfeit eight (8) hours for the Christmas Holiday that has not yet occurred.*
2. Covered employees on an unpaid leave of absence (unprotected) of at least five (5) days in a two (2) week period will forfeit time corresponding to the amount of calendar time missed. *For example, January 1 – June 30 is one hundred eighty-one (181) days (non-leap year) and an employee has an unpaid, unprotected leave starting March 16 through April 20 (employee returns April 21). This is a period of thirty-six (36) days missed or 19.89% of the period. When applied to the January accrual of forty-eight (48) hours, this creates a forfeit amount of 9.55 Holiday hours.*

3. If there is an insufficient accrual balance to recoup an amount due, the corresponding value may be withheld from a future/final paycheck.

G. PAYOUT BALANCE:

Any accrued and unused Holiday time will be paid effective the end of the calendar year and will not carry-over into future years. Additionally, any covered employees who separate from service or move to a non-covered position will receive any pay for outstanding Holiday accruals after applicable adjustments in sub-section F.

APPENDIX G
STIPULATIONS

Attached are some of the most frequently used Stipulations. Other Stipulations, not attached, remain in effect unless they have “sunset” by their terms or have otherwise been terminated.

1. CSEA PARKING DEDUCTION STIPULATION
UNDATED
2. TRAINEE STIPULATION
DATED: MARCH 23, 1987
3. VACATION ACCRUAL STIPULATION
EFFECTIVE: DECEMBER 31, 1996
4. PARKING AT THE DEPARTMENT OF COMMUNITY AND FAMILY SERVICES BUILDING LOT
DATED: AUGUST 28, 2018
5. CHILD PROTECTIVE SERVICES STIPEND STIPULATION
DATED SEPTEMBER 1, 2019
6. DEPARTMENT OF PUBLIC WORKS PUBLIC TRANSIT DIVISION MEMORANDUM OF AGREEMENT
DATED: APRIL 22, 2022

CSEA PARKING DEDUCTION STIPULATION

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

A. Parking Deduction - CSEA has asked the County to take a payroll deduction from requesting employees so that CSEA may contract to secure bulk parking spaces from the City of Poughkeepsie at a discount for certain unit employees. In addition to its obligation to make certain payroll deductions set forth in Section 2 "Membership Dues" of Article II of the contract, the County agrees to make an additional payroll deduction as set forth below:

1. The County will make bi-weekly (14 day) payroll deductions in the amount designated by the employee on the parking payroll deduction authorization request form.
2. Requests for deductions must be submitted on the appropriate authorization form at least three weeks prior to the payroll for which the deduction is to be made.
3. Any request to modify the parking payroll deduction or to begin or stop a deduction shall be on at least three weeks' notice to the County on the appropriate authorization form. No more than two changes can be made in any calendar year.
4. The County shall send deductions for employee parking on the Monday following each pay day to Allright Poughkeepsie, P.O. Box 300, Poughkeepsie, New York 12602 or as the City otherwise advises upon reasonable notice. The check shall be accompanied by the following information: a list of each employee for whom a deduction has been made and the amount of that deduction.
5. The County will not make any modifications or adjustments to deductions to correct for over or under payments to the City for parking. All such adjustments shall be made between the City and CSEA or the employee by separate arrangements as those parties may so decide.
6. The County's sole responsibility shall be to make the deductions as provided on the parking payroll deduction authorization and to forward that on the Monday following each payroll with the information referenced in paragraph 5 hereof to Allright Poughkeepsie or as the City otherwise advises upon reasonable notice.

TRAINEE STIPULATION

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

The County and the Union agree to modify the contract provisions of Appendix D, Section 9 Trainees as follows for employees who are promoted to trainee positions:

- 1) Increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective the first full pay period following the employee's adjusted anniversary date. Effective January 1, 1994 increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective on the employee's adjusted increment and/or longevity date.
- 2) Longevity awards will be paid at the job group rate for the employee's current position.
- 3) Increment awards will be paid at the job group rate for the employee's current position.
- 4) Upon completion of the traineeship, the employee will be placed in the grade of the full performance position at the step closest to but higher than the employee's current step. Any existing longevity will not be considered in this computation and will remain at the job group rate in effect at the time of the appointment to the trainee position.
- 5) This stipulation applies to the following titles:

Social Welfare Worker I	-trainee
Social Welfare Worker II	-full performance
Engineering Aide Trainee	-trainee
Engineering Aide	-full performance
Probation Officer Trainee	-trainee
Probation Officer	-full performance

Additional titles may be added as necessary.
- 6) This stipulation will take effect on January 1, 1987 for eligible employees, whose anniversary dates fall after that day. Any awards will be retroactive to the first full pay period following the employee's anniversary date.

Dated: 3/23/87

VACATION ACCRUAL STIPULATION

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

Employees paid on an hourly basis shall be permitted to accrue up to 45 days of vacation based on the normal workday for their title, as if they were a full time employee, prorated as described in Article X Section 12 of the collective bargaining agreement. Employees with a normal workday of eight hours may accrue up to 360 hours. Employees with a normal workday of seven hours may accrue up to 315 hours. Any time accrued beyond the limit will be forfeited by the Employee. Employees will receive a notice that they are approaching their vacation limits on their paycheck.

If the hourly Employee moves to a full time position or vice versa, his vacation time will move with him.

If an Employee leaves County employment, he may be paid for a maximum of 45 days of vacation based on their normal prorated working schedule. For example, employees who work 17.5 hours per week may only be paid up to a limit of 157.5 hours.

Employees who work 20 hours per week may only be paid up to a limit of 180 hours.

The cap on vacation time for employees paid on an hourly basis will be effective on 12/31/96.

PARKING AT THE DEPARTMENT OF COMMUNITY AND FAMILY SERVICES BUILDING LOT

STIPULATION

BY AND BETWEEN

THE COUNTY OF DUTCHESS (“County”)

AND

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-CIO
 (“CSEA”)**

IT IS HEREBY STIPULATED AND AGREED, by and between the County and the CSEA as follows:

WHEREAS, the County and the CSEA have negotiated a Collective Bargaining Agreement (2017-2020) dated April 30, 2018, and

WHEREAS, in or about June of 1987, the County and the CSEA entered into a stipulation in order to determine which CSEA employees, if any, may be entitled to park in the County-owned parking lot located behind the Department of Community and Family Services (“DCFS”) at 60 Market Street, Poughkeepsie, New York, and

WHEREAS, the parties desire to modify the stipulation to provide as follows:

1. The County and the CSEA agree to assign certain parking spaces in the DCFS Lot as follows:
 - a) The County will assign available parking spaces to CSEA members on the basis of seniority. “Seniority,” for the purposes of this Stipulation, shall mean civil service seniority, rather than seniority/years worked at the DCFS. The County will award one (1) point for each completed year of service. The employees will be polled for interest starting at the top of the list.
 - b) Employees assigned a parking space will pay \$20.00 per month, in check form, payable to “Department of Community & Family Services.” Payment is due the first working day of each month. Failure to pay by the 5th of each month will result in the employee’s parking privilege being revoked.
 - c) The County may raise the \$20.00 fee in its discretion, following discussion and input from the CSEA.
 - d) If the County needs to utilize any or all of the allocated spaces, the lowest-ranking CSEA employee on the parking list shall lose their assigned parking space. The process shall continue until the County has obtained the number of spaces it needs. The County will give a minimum of one calendar month’s notice to affected employees.
 - e) The County reserves the right to reassign a parking space to an employee outside the CSEA when a CSEA employee with an assigned parking space ceases to work for the Department of Community and Family Services. Employees on a leave of absence lasting for more than one calendar month will have his/her space temporarily offered to the next CSEA employee on the parking list.

Dated: August 2018

CHILD PROTECTIVE SERVICES EMPLOYEE STIPEND STIPULATION

STIPULATION BY AND BETWEEN COUNTY OF DUTCHESS ("COUNTY") AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-CIO DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814 ("CSEA")

IT IS HEREBY STIPULATED AND AGREED by and between the parties as follows:

WHEREAS, the County and the CSEA are parties to a Collective Bargaining Agreement (2017-2020), which provides, among other things, that the CSEA is the exclusive representative for employees of the CSEA Unit, which includes Case Manager II CPS (Grade 14, full time), Case Supervisor, assigned to CPS (Grade 16, full time), and

WHEREAS, notwithstanding any contrary terms in the parties' Collective Bargaining Agreement, the parties agree to the following:

1. This Stipulation shall apply only to the positions of Case Manager II CPS and Case Supervisor assigned to CPS. The Employees whose names appear in the attached Appendix A represent those DCFS employees who are presently working in the title of Case Manager II CPS and Case Supervisor assigned to CPS. In addition to their ordinary routines, these employees are also assigned to provide afterhours coverage on a 24 hour / 7 day a week basis to address CPS emergencies and initiate investigations of reports of suspected child abuse or maltreatment.
2. The parties mutually agree that, in consideration for the work performed as outlined in Paragraph 1, the Employees listed in the attached Appendix A, so long as they occupy the positions listed in Paragraph 1, or who held either position during the period of January 1, 2019 to execution of this Stipulation and who are currently employed by the DCFS, shall receive an annual stipend of **Five Thousand Dollars (\$5,000.00) Dollars** each. A retroactive payment will be made from January 1, 2019, or the date of assignment to the covered position following January 1, 2019 listed in paragraph 1, to date of full execution of this Stipulation. From date of full execution forward, the stipend shall be payable in equal installments during regular payroll periods commencing with the first pay period following full execution of this Stipulation.
3. Amendments to the list in Appendix A shall only be by mutual agreement of the parties, which shall not require a new fully-executed Amendment to this Stipulation, but rather, may be confirmed by personnel report or action.

This stipend shall be awarded in consideration of the foregoing, and for other good and valuable consideration.

THIS STIPULATION SHALL HAVE NO PRECEDENTIAL VALUE, AND SHALL NOT CONSTITUTE A PAST PRACTICE, SHALL NOT BE CONSTRUED TO CREATE, ALTER, OR NEGATE A TERM AND CONDITION OF EMPLOYMENT, SHALL NOT BE GRIEVABLE OR

ARBITRABLE, NOR SHALL IT BE USED IN ANY FUTURE PROCEEDING BY AND BETWEEN THE PARTIES REGARDLESS OF THE FORUM.

DATED: 5TH DAY OF SEPTEMBER, 2019

**APPENDIX A INTENTIONALLY NOT ATTACHED AND IS AVAILABLE UPON REQUEST BY
CONTACTING HUMAN RESOURCES OR CSEA**

DEPARTMENT OF PUBLIC WORKS TRANSIT DIVISION MEMORANDUM OF AGREEMENT

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE COUNTY OF DUTCHESS
AND
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000 AFSCME, AFL-CIO,
DUTCHESS COUNTY UNIT
DUTCHESS COUNTY LOCAL #814**

WHEREAS, the County of Dutchess (“County”) and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Dutchess County Unit, Dutchess County Local #814 (“CSEA”) are signatories to a Collective Bargaining Agreement; and

WHEREAS, a contract vendor has operated and managed the transit system in Dutchess County and employed various employees; and

WHEREAS, effective on or about April 30, 2022, the contract vendor will no longer be providing said service; and

WHEREAS, effective on or about May 1, 2022, County employees will perform the operation of the County transit system under the Public Transit Division of the Department of Public Works; and

WHEREAS, the County intends to offer employment to employees who previously provided this service under the contract; and

WHEREAS, the County has determined that the titles of the employees who will be offered employment by the County are most appropriately in the current bargaining unit represented by CSEA. Attached hereto as Exhibit 1 are the titles and grade allocations added to the CSEA bargaining unit; and

WHEREAS, the County and CSEA have entered into good faith negotiations regarding the transition of the former contracted employees (also referred to as “Exhibit 1 Employees” or “Employee(s)”) to the County and the terms and conditions of employment of the former contracted employees who will be employed by the County in the operation of the transit system.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

Exhibit 1 Employees transitioning to County employment, on or about May 1, 2022, will be subject to the following provisions:

1. RECOGNITION OF SERVICE CREDIT.

A. Employees will be given seniority credit for full-time service, per Exhibit 1, which will count toward the following:

1. Earning of Longevity awards; and
2. Rate at which Vacation time is accrued; and
3. Date when health insurance contribution changes after ten (10) years of service; and
4. Seniority for bidding purposes within the Public Transit Division; and
5. County service credit for the purpose of retiree health insurance.

Anniversary/accrual dates associated with the benefits outlined in paragraphs 1-5 above will occur on the Employee's anniversary date, based on Exhibit 1 date of hire, except as described in paragraph 5, titled "Awarding of Accruals", and any subsequent adjustments that may occur in compliance with the CSEA Collective Bargaining Agreement and current procedures.

B. Employees will not receive any service credit for the following purposes:

1. Sick accrual, which is based upon the date of hire with the County, and will be May 1, 2022. Employees will earn ten (10) days per year in compliance with Article VII, Section 3(b) of the Collective Bargaining Agreement.
2. New York State Retirement System service credit.

C. Retroactive salary adjustments in any future contract settlement will only be calculated on County time from May 1, 2022 forward.

2. APPOINTMENT AT OTHER THAN FIRST STEP.

Employees will be placed at the Grade and Step according to Exhibit 1, Appointment Chart for Employees of Public Transit Division of the Department of Public Works.

Additional step advancement will occur on the employee's anniversary date, based on their Exhibit 1 date of hire, with any subsequent adjustments that may occur in compliance with the Collective Bargaining Agreement and current procedures.

3. ADJUSTMENT OF WAITING PERIODS FOR HEALTH, VISION AND DENTAL INSURANCE.

The employee eligibility waiting period for health, vision and dental insurance benefits will be amended to be effective on date of hire, May 1, 2022, so long as the transitioning employee properly enrolls by May 30, 2022.

If an Employee does not properly enroll for these benefits by May 30, 2022, all effective dates for health, vision and dental insurance will return to the parameters defined in the existing Collective Bargaining Agreement, Article VIII.

If an Employee does not physically report to work by May 30, 2022, all effective dates for health, vision and dental benefits will return to the parameters defined in the existing Collective Bargaining Agreement.

4. **AWARDING OF RIGHTS.**

- A. Upon appointment, all Employees, except Building Maintenance Mechanic I and Stockroom Assistant, will be in a Provisional civil service status and will be considered an “at will” employee, and will fall under one of the following:
1. For titles to be petitioned to the State to be removed from the competitive class, they shall be “Pending Jurisdictional Classification”; or
 2. For those titles remaining competitive, they shall remain Provisional following administration of an exam, until subsequent appointment from an eligible list.
- B. Recognizing CSEA’s desire to afford a reasonable degree of employment rights during this transition and the County’s need to be able to review the performance of these employees:
1. Employees provisionally appointed to positions proposed for Non-Competitive status will receive rights under New York State Civil Service Law §75 after six (6) months of County service for matters related to misconduct or incompetence. For all other matters, the employee will remain at will. In the event the position is not approved for Non-Competitive status, the rules below for competitive class position(s) will become effective immediately.
 2. Employees provisionally appointed to competitive class positions will receive rights under New York State Civil Service Law §75 after six (6) months of County service for matters relating to misconduct and/or incompetence. For all other matters, the employee will remain at will. The benefit is not meant to convey any real or perceived “right” to employment including:
 - a. The candidate is responsible to apply for the civil service exam appropriate for their title, which the County shall provide notice of at least twenty-one (21) calendar days to each effected employee in advance of the application expiration for the applicable test;
 - b. The candidate must pass and be eligible in the Rule of 3, pursuant to Civil Service Law, in order to be permanently appointed;
 - c. Failure to meet the conditions, as outlined in 2(a) and 2(b), above will/may result in employee termination at the County’s discretion without additional due process.
- C. Upon permanent appointment, the employee will be required to serve a Civil Service Probationary Period
1. The occurrence of a Probationary Period may occur before, during, or after the awarding of the rights above

- a. If the employee has not received the rights under New York State Civil Service Law §75, for matters relating to misconduct and/or incompetence, above when the Probationary Period begins, they will serve the Probationary Period per normal procedures, but shall still receive rights under New York State Civil Service Law §75, for matters relating to misconduct and/or incompetence, after the completion of collectively six (6) months of County service from the original date of hire with the County.
 - b. If the awarding of this benefit occurs during the employee serving their probationary period, they will receive the designated rights in addition to serving the Probationary Period.
 - c. If the Probationary Period occurs after the employee has been awarded the rights above, they will retain these additional protections throughout the probationary period.
2. The Probationary Period may be completed early contingent on the existing Rules of Civil Service, but nothing herein is intended to waive the requirement.

Nothing herein shall in any way diminish, abrogate, or reduce the County's rights pursuant to New York State Civil Service Law, or Dutchess County Rules for Classified Civil Service.

5. **AWARDING OF ACCRUALS.**

- A. Recognizing the desire of the County and CSEA to maintain a continuity of operations that respects the work/life balance of transit employees, the parties agree to the following:
- 1. Vacation time:
 - a. Dutchess County will provide a prorated award of vacation time for Exhibit 1 Employees for January 1, 2022 – April 30, 2022 based upon the below chart taking into account that the County is recognizing service time in Exhibit 1 as County service for the rate at which vacation is accrued. This accrual will be prorated based upon service time for those hired after January 1, 2022. These hours will be considered earned and not subject to recoupment.
 - b. Dutchess County will front load vacation accruals that would be earned from May 1, 2022 – December 31, 2022 on May 1, 2022, based upon the below chart taking into account that the County is recognizing service time in Exhibit 1 as County service for the rate at which vacation is accrued. These balances are unearned on award. Upon separation prior to December 31, 2022, the County will recoup the time, if unused, or the equivalent dollar amount of the “front loaded” vacation accrual in this paragraph from the employee's last paycheck, with notification to the employee and Union President. As it relates to this vacation recoupment, all other provisions in Collective Bargaining Agreement Article IV, Section 9 “Recoupment” are waived.

Years of Service	Vacation Days In 1 Year	Awarded* Vacation Days 1/1 - 4/30	Front Loaded** Vacation Days 5/1 - 12/31	Days Forfeited if Separation Prior to		
				7/1/2022	10/1/2022	1/1/2023
0 - 1	10	3.33	6.67	5.00	3.33	0.00
2 - 5	10	3.33	6.67	5.00	3.33	0.00
6 - 11	15	5.00	10.00	7.50	5.00	0.00
12 - 15	18	6.00	12.00	9.00	6.00	0.00
16 - 20	20	6.67	13.33	10.00	6.67	0.00
21 +	25	8.33	16.67	12.50	8.33	0.00

*Awarded: not subject to forfeit if separation occurs prior to 1/1/2023

**Front Loaded: subject to forfeit based on the parameters in the above chart if separation occurs prior to 1/1/2023

- c. Upon the occurrence of time off the payroll, the County will recoup a prorated reduction of the “front loaded” vacation accrual in either time, if unused, or the equivalent dollar amount of the “front loaded” vacation accrual from an employee’s paycheck, with notification to the employee and Union President. As it relates to this vacation recoupment, all other provisions in Collective Bargaining Agreement Article IV, Section 9 “Recoupment” are waived.
2. An accrual of sick time will be awarded on an hour for hour basis based on the balance at the time of separation from the contracted vendor;
3. Personal Time will be awarded on a prorated basis per existing Collective Bargaining Agreement provisions.
- B. Awarding of the actual accrual balances will be determined on an employee-by-employee basis.
- C. Earned accruals upon hire with Dutchess County shall only be paid out at separation from County employment pursuant to the terms of the CSEA Collective Bargaining Agreement.
6. **TEMPORARY TRANSITION ADJUSTMENT PAYMENT (TTAP).**
 Certain Employees will be awarded a temporary salary adjustment payment to off-set changes in employee deductions for pension and health insurance costs, as defined below.
 - A. This temporary transition adjustment payment will be effective as of May 1, 2022, however, it will not be implemented until the employee finalizes their insurance selections

and payment will be made as soon as practicable. Under no circumstances will the County issue an off-cycle check.

- B. This temporary transition adjustment payment will immediately cease on December 31, 2022, or when the adjusted threshold goes below fifty dollars (\$50.00) in a pay period, whichever occurs first.
- C. The temporary transition adjustment payment will be calculated on a per employee basis according to the following formula:

Vendor Gross Annual Salary (based on 2080 hours, rate as of 1/1/22) Less: Employee Pension Contribution (as of 1/1/22) <u>Less: Employee Health Ins. Contribution (As of 1/1/22)</u> Equals: Vendor Deduction Subtotal	County Gross Annual Salary (based on Grade/ Step/ Longevity on appointment) x 1.06 which represents the CSEA salary being 2 years behind (non-binding estimated COLA's)* Less: Employee Pension Contribution (as of 5/1/22) <u>Less: Employee Health Ins. Contribution (As of 5/1/22)</u> Equals: County Deduction Subtotal
Vendor Deduction Subtotal <u>Less: County Deduction Subtotal</u> Equals: Deduction Subtotal Variance If per payroll Deduction Subtotal Variance is less than \$50.00 or negative: Treat as less the \$50.00 If per payroll Deduction Subtotal Variance is \$50.00 or greater: This amount is the Temporary Transition Adjustment Payment amount and will be converted to a per payroll adjustment and added to the employee reimbursement	

- D. The Temporary Transition Adjustment Payment amount will be recalculated if:
1. *Upon adoption of the CSEA contract, this non-binding estimate formula will be removed from the formulas above, and the salary will be adjusted to reflect actual negotiated amounts.
 2. The employee stops, or otherwise reduces their health insurance contribution (i.e. goes from family to single, and/or transitions from twenty percent (20%) to fifteen percent (15%) contribution) the Temporary Transition Adjustment Payment will be recalculated and reduced;
 3. It is determined an employee was previously enrolled in NYSLRS, or is a member of a retirement Tier that experiences a reduction in employee contribution, the Temporary Transition Adjustment Payment will be reduced to reflect their actual contribution if any.
 4. The employee goes on any unpaid leave of absence, the Temporary Transition Adjustment Payment will be suspended for the period of the unpaid leave. (Return from such leave does not incur a "retro" payment). Unpaid leave of absence for the purpose of this benefit will include any absence where there are no hours paid for County work (regular or overtime) or benefit time used (Holiday, Vacation, Personal,

Sick, Comp). Periods of absence for Workers Comp, Paid Family Leave or Disability without accompanying benefit time use will be considered an unpaid leave of absence.

5. The employee reduces their work schedule (e.g. from full time to part time) the Temporary Transition Adjustment Payment will be discontinued (this would also incur changes in Health Insurance contribution and other benefit changes)
 6. An employee earns a Longevity or Step, at the beginning of the next payroll week the Temporary Transition Adjustment Payment will be reduced by the amount of the Longevity or Step;
 7. An employee is promoted, or otherwise takes another position with the Public Transit Division of the Department of Public Works. Employment outside of the Public Transit Division will end the Temporary Transition Adjustment Payment.
- E. The Temporary Transition Adjustment Payment amount will not change if:
1. The employee works additional hours (e.g., overtime);
 2. The employee increases their health insurance contribution. (e.g., move from single plan to family plan or MVP to NYSHIP);
 3. The employees' pension contribution increases (e.g., due to overtime);
- F. The Temporary Transition Adjustment Payment will be a non-discretionary bonus for the Fair Labor Standards Act calculation of overtime.

7. TRANSITIONING EMPLOYEE EXCLUSION.

A condition of receipt of the benefits set forth in this stipulation shall be that every affected employee report to work on the first day of his/her regularly scheduled shift. Failure to do so without authorization may result in ineligibility for the benefits set forth herein, in the County's discretion.

8. POLICY ADOPTION.

CSEA and the County agree to review and adopt policies and work rules, which may constitute mandatory subjects of negotiations. Documents will be adopted and amended as needed through Labor Management discussions with the approval of the County and CSEA.

9. BIDDING AND SPLIT SHIFTS.

The parties agree that the current bidding process and split shifts will remain in effect until at least March 31, 2023 unless otherwise agreed to by the parties. The County will forward all of the current schedules to CSEA, by or before April 11, 2022, for review.

However, it is agreed that the parties will continue to negotiate the impact, additional benefits or compensation, and continuation of schedules, or not, for employees on shifts that contain multiple unpaid break periods throughout the shift(s), which are different from traditional split

shifts that contain a long break of several continuous hours. The parties plan to meet and discuss specific scheduling issues with the intent to resolve them by September 30, 2022.

10. **NO OTHER MODIFICATIONS.**

Except as otherwise provided herein, all other provisions of the Collective Bargaining Agreement between the County and CSEA shall apply to the Exhibit 1 Employees.

Dated: 22nd day of April, 2022

**EXHIBIT 1 INTENTIONALLY NOT ATTACHED AND IS AVAILABLE UPON REQUEST BY
CONTACTING HUMAN RESOURCES OR CSEA**

APPENDIX H³

ARTICLE IV **COMPENSATION**

SECTION 1. SUPPORTING DOCUMENTS

Attached hereto and made a part hereof are the following documents:

- (a) Annual Salary Job Group Allocations (Appendix “A”);
- (b) Annual Salary Schedule for 2024 (Appendix “B”);
- (c) Annual Salary Schedule for 2025, 2026, 2027 & 2028 (Appendix “C.1”);
- (d) Longevity Schedule (Appendix “C.2”);
- (e) On-Call Compensation Schedule (Appendix “C.3”);
- (f) Rules for Administration of the Salary Plan (Appendix “D”).

Both parties agree to adopt these documents as part of this Agreement in the manner set forth below.

SECTION 2. SALARIES

The salary schedule Appendix “B” reflects the 2024 salary schedule.

- (a) The salary schedule for 2025 reflects an increase of two thousand two hundred fifty dollars (\$2,250.00) on base or three and one quarter percent (3.25%), whichever is greater, over the 2024 schedule.

Additionally, effective and retroactive to January 1, 2025, the Union and County agree to eliminate Grade 4. The lowest grade of a position will be a Grade 5 and any position previously allocated to Grade 4 will be upgraded to Grade 5. Any employee impacted will be placed on a step pursuant to Appendix D, Section 5, Reallocation.

- (b) The salary schedule for 2026 reflects an increase of two thousand dollars (\$2,000.00) on base or three and one quarter percent (3.25%), whichever is greater over the 2025 schedule.
- (c) The salary schedule for 2027 reflects an increase of three and one quarter percent (3.25%) over the 2026 schedule.
- (d) The salary schedule for 2028 reflects an increase of three and one-quarter percent (3.25%) over the 2027 schedule.
- (e) Retroactive salary payments shall be paid to those Employees on the payroll on the date of Union ratification. In addition, retroactive payments shall be made to those

³ Effective upon implementation of the countywide FLSA update at the County’s discretion upon 30-days notice to CSEA.

Employees who have retired between January 1, 2025, and the date of final Union ratification, and are receiving a NYS retirement pension. Retroactive payments will be made to the estate of any Employee who died between January 1, 2025, and the date of final Union ratification. Retroactive payments shall be used to reduce any amounts owed to the County by an Employee that are subject to recoupment without regard to the provisions of Article IV, Section 9. Payments will be made as soon as practicable after ratification by both parties and final execution of this Agreement by the County Executive.

SECTION 3. SHIFT COMPENSATION

A work day will be broken into three shift periods and Employees working other than the daytime (first) shift shall receive additional compensation as noted below for time actually worked, per Article VI, Section 6.

- (a) First shift - 6:00 a.m. to 6:00 p.m. - the base rate established by the salary plan.
- (b) Second shift - 6:00 p.m. to 12:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 5%.
- (c) Third shift - 12:00 midnight to 6:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 10%.

SECTION 4. EMERGENCY CALL-BACK PAY

An Employee called to come to work and who actually arrives at his worksite 4 or more hours before his regular work shift, shall be guaranteed a minimum of 3 hours pay plus actual travel time to and from work for all travel within Dutchess County. Travel time outside Dutchess County shall not be compensated. As much of the 3 hours as the Employee is required to work shall be considered overtime hours and shall be compensated at time and one half; the remainder, if any, of the guaranteed 3 hours and travel time shall be considered straight time and compensated as such. Time worked during the call-back will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the workweek in which the call-back occurs, however, the premium rate will not be used in the rate calculation toward the overtime hours in the work week in accordance with 29 USC Section 207(e). Unworked time shall be paid on a first shift basis. The following standards shall apply to emergency call-back situations:

If either of the following items are met Emergency Call-Back will be granted:

- (a) When an Employee is requested after the end of his regular shift (i.e. after he has punched out for the day) to come back to work prior to his next regular shift, he shall be compensated pursuant to the emergency call-back clause.
- (b) When an Employee is mandated to perform work on a non-continuous basis, that is to say if there is an interruption or break between the Employee's regular shift and the performance of the mandated worktime and the Employee receives less than twelve (12) hours' notice.

If either of the following items are met Emergency Call-Back will not be granted:

- (c) When an Employee is at work and requested to come back to work at a later time or date, this shall be considered pre-scheduled work and shall be compensated at regular rates or overtime (if over forty (40) hours) rates and included in hours worked for the calculation of FLSA and not treated as emergency call-back.
- (d) When an Employee volunteers, is ordered or requested to remain at work and work beyond his regular shift, this shall be construed as continuous worktime and shall be compensated at regular or overtime (if over forty (40) hours) rates and included in hours worked for the calculation of FLSA.
- (e) Notwithstanding anything to the contrary set forth herein, if an Employee works from a vehicle as part of his job duties, that time shall be considered as time worked and compensated at time and one-half. He shall not, however, receive any additional travel time payments.

SECTION 5. INCREMENTS

- (a) Increments based upon the annual step increment structure, as reflected in Appendices "C.1" shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "6" of this Article IV. Employees will receive their increments effective on their adjusted increment date.
- (b) If an increment is denied, the Unit Head shall review the Employee's performance during the subsequent six (6) months to determine if the increment should be implemented at the end of that period. The subsequent decision shall not be subject to the grievance procedure.
- (c) During the six (6) month period subsequent to an increment award, if the Employee's performance diminishes to an unsatisfactory level, a Unit Head must follow the following procedure to reverse the increment award: The Employee must be advised of a performance deficiency in writing and given time to correct it. Subsequently, the Employee must be given formal counseling and be advised of his right to have a Union representative present at the counseling session. Increment reversal must be submitted to the Labor Management Committee and will become effective the first pay period following the approval of the Dutchess County Commissioner of Human Resources.

SECTION 6. ANNUAL PERFORMANCE APPRAISAL

The parties recognize that the County has implemented a comprehensive annual performance appraisal system. This system will be used as the basis for award or denial of increments, longevities, promotions, and other formal personnel actions.

SECTION 7. LONGEVITY PAYMENT

- (a) Longevity payments after 10, 15, 20, 25, 30 and 35 years of service shall be paid as set forth on Appendix "C.2" to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "6" above. Employees will receive their longevities effective their adjusted longevity date. Upon full ratification, the County will adjust the longevity and years of service, for the purpose of longevity, of all employees who previously separated from service but

returned to County service prior to full ratification. Effective upon full ratification, years of service shall mean continuous employment and prior service if separated for less than one year.

- (b) If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent six (6) months to determine if the longevity shall be implemented at that time.
- (c) For purposes of this provision, an employee who is off payroll or separated from County service pursuant to Civil Service Law Section 71 or 72 and later reinstated under those sections shall not be considered to have a break in service, however, such time off payroll shall be adjusted in accordance with their adjusted longevity date. An employee separated from County service pursuant to Civil Service Law Section 71 or 72 who returns to County service other than by reinstatement shall be deemed to have a break in service if separated for greater than one year.

SECTION 8. ON-CALL PAY

- (a) Employees who are required to be on-call and available to respond on a 24-hour basis to job related emergencies or urgent situations shall be compensated for each week of on-call assignment. A week of on-call assignment will commence at 12:00 a.m. Saturday and ends on 11:59 p.m. seven (7) days later.
- (b) Compensation shall be based on the Employee's grade and frequency of on-call assignment as described in the On-Call Compensation Schedule (Appendix "C.3"). Compensation shall only be made when Employees are actually scheduled to be on-call. Employees who are required to be on-call and available to respond on a 24-hour basis to job-related emergencies or urgent situations for less than a full week shall be compensated on a prorated basis.
- (c) Employees may request on-call pay to be compensated as straight time compensatory time. The approval or denial of the Employee's request shall be in the sole discretion of the Unit Head. Full time Employees shall receive either seven or eight hours of straight time compensatory time, consistent with the basic workday of their title as defined in Article V, Section 1(a), for each full week of on-call pay. Employees may not either split a week of on-call pay between payment and straight time compensatory time nor earn straight time compensatory time for partial weeks of on-call pay. If straight time compensatory time is granted, it must be taken within 6 months of the date earned or it shall be converted to sick leave. The provisions in paragraph (c) will not be subject to the grievance procedure.

SECTION 9. RECOUPMENT

- (a) When employees or departments become aware of an overpayment, the Finance Department and the employee shall be notified in writing. Notification shall include the name of the employee and the nature and duration of the overpayment.
- (b) The Finance Department shall notify each employee and the Union in writing of the amount and reason for the overpayment and the payment or recoupment schedule to be followed. Deductions shall be made at a set rate per payroll according to the

chart below, until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.

Amount Owed	Payment Amount (per pay period)
\$1 - \$1,500.00	\$75.00
\$1,500.01 - \$2,500.00	\$100.00
\$2,500.01 or more	\$125.00

- (c) If the recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be taken from the employee's last paycheck(s).
- (d) If a recoupment schedule as noted above per payroll represents an undue hardship to an employee, the employee may request to the Department of Finance that a lesser recoupment be taken. The decision of the Department of Finance on the request shall be final. In addition, notwithstanding anything to the contrary, an Employee may request a repayment amount in excess of the amounts listed above per payroll.
- (e) The limitations set within this section shall only apply to pay for standard work hours and shall *not* apply to pay for non-standard work hours including overtime and settlement retro-checks.

SECTION 10. EMERGENCY CLOSURE

- (a) **Applicability**
This section shall only apply when the County Executive issues a Local Emergency Order closing all County offices and facilities under his authority under the law or the President of Dutchess Community College issues an emergency closure of the College respectively.
- (b) **Definitions**
The definitions below pertain only to these sections outlined below regarding the closure of County offices and facilities and shall not be used to interpret other sections.

“REQUIRED TO WORK”
“Required to work” means any employee that the County deems is necessary to work during a closure of County offices and facilities, either from home or in the facility, with prior authorization from the Department Head. The closure of County offices and facilities must be by the County Executive’s Local Emergency Order and the time compensated pursuant to this section will only be during the hours that the County offices and facilities are closed pursuant to said order, not the duration of the State of Emergency.
- (c) **Required to Work**
Based upon the needs of each closure, the County will determine which bargaining unit members are required to work. Bargaining unit members who are required to work when the County closes offices and facilities due to an Emergency Order,

shall be compensated at their regular rate of pay for all hours worked during the closure of County offices and facilities.

In addition, bargaining unit members shall receive straight compensatory time for their normal shift for all hours worked during the closure of County offices and facilities. Compensatory time is an accrual award and does not count towards the overtime calculation within that time week.

Bargaining unit members will only receive any of the above benefits for normally scheduled shifts, if applicable, and shall not apply to any overtime hours worked. Overtime will be calculated based upon the provisions in the collective bargaining agreement.

Any essential employee who is required to work their regular shift but does not report to work during the closure of County offices and facilities shall be required to use benefit time to cover the time off during the closure, and the employee shall not receive the compensation benefits of this provision.

(d) Not Required to Work

Bargaining unit members who are not required to work during the closure of County offices and facilities, shall receive their hourly compensation for their normally scheduled hours during the closure. Prescheduled overtime hours, that are not worked due to the closure of County offices and facilities will not be compensated.

(e) Early Dismissal

In the event of an early closing of County offices and facilities, an employee who is working as scheduled and is sent home due to the closure, will be compensated for their normally scheduled workday, i.e., seven (7) or eight (8) hours, as if they had worked the entire shift. Break or meal periods shall be at the discretion of the supervisor.

An employee is not eligible to exercise the Inclement Weather “make up time” in order to receive compensation beyond one’s normally scheduled workday, i.e., seven (7) or eight (8) hours. In no event shall a thirty-five-hour or a forty-hour per week employee be paid for more than seven (7) hours or eight (8) hours in the workday, unless required to work overtime by the Department Head.

All employees who are required to continue working during the closure shall be compensated in accordance with Section c above.

(f) Delayed Opening

In the event of a delayed opening of County offices and facilities, an employee who is scheduled to work must report to work at the time of the scheduled opening of County offices and facilities. Employees shall be compensated for their regularly scheduled workday, i.e., 7 or 8 hours.

Employees are not permitted to take their lunch break and then come to work. Any employee that does not report to work at the scheduled opening time shall be required to use benefit time from the time County offices and facilities opened until

they arrive at work. Break or meal periods shall be at the discretion of the supervisor.

An employee is not eligible to exercise the Inclement Weather “make up time” in order to receive compensation beyond one’s normally scheduled workday, i.e., seven (7) or eight (8) hours. In no event shall a thirty-five-hour or a forty-hour per week employee be paid for more than seven (7) hours or eight (8) hours in the workday unless required to work overtime by the Department Head.

All employees who are required to report to work during the closure shall be compensated in accordance with (c) above.

(g) **Scheduled Time Off, Off Payroll or on Leave**

Bargaining unit members using pre-scheduled benefit time (vacation, sick, personal, compensatory, etc.) during the closure of County offices and facilities shall be charged benefit time, notwithstanding the fact that County offices were closed on any of those dates.

Bargaining unit members “off the payroll” or on any unpaid leave shall not receive compensation during the closure of County offices and facilities.

Bargaining unit members on Workers’ Compensation Leave, disability, or FMLA leave shall receive payment pursuant to New York State or Federal law as appropriate but shall not receive their normal compensation during the closure of County offices and facilities unless using benefit time.

(h) **Not Applicable to Overtime Hours**

Bargaining unit members will only receive any of the above benefits for normally scheduled shifts and is not applicable to any hours worked outside your normally scheduled shift. Overtime will be calculated based upon the provisions in the collective bargaining agreement.

ARTICLE VI

OVERTIME

SECTION 1. STRAIGHT TIME, COMPENSATORY TIME, AND OVERTIME

The regular rate of pay for purposes of overtime payment shall include all remuneration for employment paid to, or on behalf of, the employee except remuneration which is excluded from the regular rate calculation as set forth in 29 USC § 207 (e). The regular rate of pay is determined by dividing total earnings (except for statutory exclusions) in the workweek by the total number of hours worked in the workweek. Once the FLSA regular rate is calculated the Employee will be compensated for hours worked in excess of forty (40) hours in the workweek by taking the Employee’s regular rate and multiplying it by 0.5 and then multiplying the number of hours worked in excess of forty (40) hours. For example, if an Employee works eight (8) hours in excess of the forty (40) hour work week,

\$20/hr. regular rate x 0.5 x 8 hours = \$80.00. There will be a new item on the paystubs "FLSA OT".

Any election made between compensatory time and pay shall apply for all hours in excess of the Employee's schedule on a workweek basis.

- (a) Office Employees. Except as otherwise provided in this Article, office personnel shall be compensated at straight time rates or receive straight time compensatory time for hours worked between 35 and 40 hours per week. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head on a workweek basis, taking into consideration the Employee's needs.
- (b) Office personnel who work over 40 hours per week shall be compensated in accordance with any applicable provisions of the Fair Labor Standards Act or receive compensatory time off on a workweek basis. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.
- (c) Other Employees. Except as otherwise provided in this Article, overtime for all other Employees is defined as all hours worked in excess of forty (40) hours per week. Overtime shall be compensated in accordance with any applicable provisions of the Fair Labor Standards Act and shall be granted in pay or compensatory time off on a workweek basis, in the discretion of the Unit Head, taking into consideration the Employee's needs.
- (d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.
- (e) If compensatory time is granted, it shall be taken within 6 months of the date earned or it shall be paid to the Employee in the first payroll period of the seventh month.
- (f) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Unit Head.
- (g) Upon the death or separation of an Employee, the Employee's estate or the Employee shall be paid for all unused accumulated compensatory time.

SECTION 2. EXCLUDED TITLES

- (a) The County and the Union agree to review titles to be excluded from the overtime provisions of the Fair Labor Standards Act. Titles mutually agreed upon are set forth in Appendix "A", which is annexed to and made a part of this Agreement, and which may be modified upon mutual consent. Titles on which the parties cannot agree shall be sent to the United States Department of Labor for a determination, which determination shall be binding. New titles allocated to the same or a higher salary grade as a result of the reclassification or reallocation of current excluded titles shall remain excluded from the overtime provisions of the Fair Labor Standards Act. Appendix "A" shall be amended accordingly.

- (b) Any titles which are excluded from the overtime provisions of the Fair Labor Standards Act shall be paid at straight time rates or receive straight time compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs, for all hours worked beyond 35 hours per week. If straight time compensatory time is awarded, it will be treated as provided in Section 1 above.

SECTION 3. HOURLY RATE COMPUTATION

The hourly rate for salaried Employees shall be computed by dividing the Employee's annual salary by the number of work hours in the year. For work in excess of the forty (40) hour workweek requiring overtime payment based upon the Employee's regular rate of pay, the regular rate of pay for payment of overtime (work in excess of forty (40) hours in the workweek) shall be in accordance with the FLSA as outlined above.

SECTION 4. HOLIDAY WORK

- (a) An Employee who is required to work on a holiday shall
 - (i) Be compensated a minimum of the premium rate of time and one half the hours worked.
 - a. If this work occurs prior to reaching 40 hours worked in the week, the base rate must be taken as pay, however the one-half premium amount may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs.
 - b. If this work occurs after reaching 40 hours worked in a week, the entire premium compensation of one and one half may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into account the Employee's needs; and
 - (ii) In accordance with (i)(a) and (i)(b), as a form of recognizing an alternate Holiday and at the discretion of the Unit Head, taking into consideration the Employee's needs, if the time worked overlaps or encompasses the Employee's normal work shift for the day, the Employee may either be paid his normal day's pay for the holiday time or however much time worked that overlaps the normal shift for the day, may be recognized as compensatory time.
 - (iii) Time worked during the holiday will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the work week in which the holiday occurs, however, the premium rate will not be used in the regular rate calculation for the overtime hours in the work week, in accordance with 29 USC Section 207 (e) or other applicable provisions of the Fair Labor Standards Act.
- (b) If the alternate holiday is granted as compensatory time, it may be retained and utilized according to the provisions of Article VI, Section 1.
- (c) An employee compensated under this provision shall not be eligible for Emergency Call Back.

- (d) This provision applies to Employees not covered by Appendix F. Employees covered under Appendix F shall continue to receive the benefits provided therein.

SECTION 5. IN LIEU DAY

Should a holiday fall on an Employee's normal day off, he shall be granted some other day off with pay in lieu of the holiday. For compensation purposes, the in lieu day shall be considered the legal holiday. The in lieu day shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

SECTION 6. WORK WEEK COMPUTATION

For the purpose of determining whether an Employee is entitled to overtime pay and for purposes of calculating the regular rate of pay under FLSA, an un-worked holiday, approved paid leave, or unworked compensatory time in an Employee's normal work week shall be considered as time worked.

SECTION 7. DISTRIBUTION OF OVERTIME

Overtime shall be rotated on an equitable basis among all qualified Employees within each Unit consistent with the most efficient operation of the Unit. Each Unit, at the discretion of the Department Head, may establish a volunteer overtime call list, which Employees may opt out of. Employees on this list shall be called first regarding any overtime. After the overtime list is exhausted and there is still a need for employees to complete the work, the employees who had opted out will be called prior to any mandatory overtime.

SECTION 8. CHANGE OF WORK HOURS

The County will not arbitrarily change the working hours of any Employee for the purpose of evading the overtime provisions of this Agreement.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE COUNTY OF DUTCHESS
AND
THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
FOR THE
DUTCHESS COUNTY UNIT #6650
DUTCHESS COUNTY LOCAL 814**

The January 1, 2021 through December 31, 2024 Collective Bargaining Agreement is hereby modified as follows. All other provisions remain unchanged except modification of dates where applicable and contextual changes required for the integrity of the contract. This Memorandum of Agreement is subject to ratification/approval by the respective parties.

Language to be deleted is struck-through and new language is underlined.

1. TERM OF AGREEMENT.

January 1, 2025, through December 31, 2028.

2. ARTICLE IV, COMPENSATION, SECTION I, SUPPORTING DOCUMENTS.

Modify to provide as follows:

Attached hereto and made a part hereof are the following documents:

- (a) Annual Salary Job Group Allocations (Appendix "A");
- (b) Annual Salary Schedule for 2024 (Appendix "B");
- (c) Annual Salary Schedule for ~~2021~~ 2025, ~~2022~~ 2026, ~~2023~~ 2027 & ~~2024~~ 2028 (Appendix "C.1");
- (d) Longevity Schedule (Appendix "C.2");
- (e) On-Call Compensation Schedule (Appendix "C.3");
- (f) Rules for Administration of the Salary Plan (Appendix "D").

Both parties agree to adopt these documents as part of this Agreement in the manner set forth below.

3. **ARTICLE IV, COMPENSATION, SECTION 2, SALARIES.**

Modify the provision to reflect current dates, contract length and percentages. Provision to read as follows:

The salary schedule Appendix "B" reflects the ~~2020~~ **2024** salary schedule.

- (a) The salary schedule for ~~2024~~ **2025** reflects an increase of two thousand two hundred fifty dollars (\$2,250.00) on base or three and one-half-quarter percent (~~3.5%~~ **(3.25%)**), whichever is greater, over the ~~2020~~ **2024** schedule.

Additionally, effective and retroactive to January 1, 2025, the Union and County agree to eliminate Grade 4. The lowest grade of a position will be a Grade 5 and any position previously allocated to Grades 4 will be upgraded to Grade 5. Any employee impacted will be placed on a step pursuant to Appendix D, Section 5, Reallocation.

- (b) The salary schedule for ~~2022~~ **2026** reflects an increase of two thousand dollars (\$2,000.00) on base or three and one-quarter percent (3.25%), whichever is greater over the ~~2024~~ **2025** schedule.

~~Additionally, effective and retroactive to full ratification, the Union and County agree to eliminate Grades 1, 2, and 3. The lowest grade of a position will be a Grade 4 and any position previously allocated to Grades 1-3 will be upgraded to Grade 4. Any employee impacted will be placed on a step pursuant to Appendix D, Section 5, Reallocation.~~

- (c) The salary schedule for ~~2023~~ **2027** reflects an increase of three and one-half-quarter percent (~~3.5~~ **3.25%**) over the ~~2022~~ **2026** schedule.
- (d) The salary schedule for ~~2024-2028~~ reflects an increase of three and ~~three~~ one-quarter percent (~~3.75~~ **3.25%**) over the ~~2023~~ **2027** schedule.
- (e) Retroactive salary payments shall be paid to those Employees on the payroll on the date of Union ratification. In addition, retroactive payments shall be made to those Employees who have retired between January 1, ~~2024~~ **2025**, and the date of final Union ratification, and are receiving a NYS retirement pension. Retroactive payments will be made to the estate of any Employee who died between January 1, ~~2024~~ **2025**, and the date of final Union ratification. Retroactive payments shall be used to reduce any amounts owed to the County by an Employee that are subject to recoupment without regard to the provisions of Article IV, Section 9. Payments will be made as soon as practicable after ratification by both parties and final execution of this Agreement by the County Executive.

4. **ARTICLE IV, COMPENSATION. SECTION 4. EMERGENCY CALL-BACK PAY**

Modify provision to clarify when Emergency Call-Back will be granted. Provision (e) remains unchanged.

Implement upon full ratification.

An Employee called to come to work and who actually arrives at his worksite ~~four (4)~~ or more hours before his regular work shift, shall be guaranteed a minimum of ~~three (3)~~ hours pay plus actual travel time to and from work for all travel within Dutchess County. Travel time outside Dutchess County shall not be compensated. As much of the ~~three (3)~~ hours as the Employee is required to work shall be considered overtime hours and shall be compensated at time and one half; the remainder, if any, of the guaranteed ~~three (3)~~ hours and travel time shall be considered straight time and compensated as such. Unworked time shall be paid on a first shift basis. The following standards shall apply to emergency call-back situations:

If either of the following items are met Emergency Call-Back will be granted:

~~(b)~~ (a) When an Employee is requested after the end of his regular shift (i.e. after he has punched out for the day) to come back to work prior to his next regular shift, he shall be compensated pursuant to the emergency call-back clause.

~~(d)~~ (b) When an Employee is mandated ordered to perform work mandatory overtime on a non-continuous basis, that is to say if there is an interruption or break between the Employee's regular shift and the performance of the mandated mandatory over worktime and the Employee receives less than twelve (12) hours' notice, ~~then this shall be treated as emergency call-back and shall be compensated pursuant to the emergency call-back clause of the agreement.~~

If either of the following items are met Emergency Call-Back will not be granted:

~~(a)~~ (c) When an Employee is at work and requested to come back to work at a later time or date, this shall be considered pre-scheduled work overtime and shall be compensated at regular or overtime (if over forty (40) hours) rates ~~and not treated as emergency call-back.~~

~~(e)~~ (d) When an Employee volunteers, is ordered or requested to remain at work and work beyond his regular shift, this shall be construed as continuous ~~over~~ worktime and shall be compensated at regular or overtime (if over forty (40) hours) rates.

5. **ARTICLE IV, COMPENSATION. SECTION 7. LONGEVITY PAYMENT**

Modify section (a) to add that longevity is a reward for continuous County service. County will make a one-time adjustment to longevity to current employees, however, no retroactive payments will be made as a result of this adjustment.

Add subsection (c) to illustrate separation and break in service.

Subsection (b) remains unchanged.

Provision to read as follows:

SECTION 7. LONGEVITY PAYMENT

(a) Longevity payments after 10, 15, 20, 25, 30 and 35 years of service shall be paid as set forth on Appendix "C.2" to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "6" above. Employees will receive their longevity effective their adjusted longevity date. Upon full ratification, the County will adjust the longevity and years of service, for the purpose of longevity, of all employees who previously separated from service but returned to County service prior to full ratification. Effective upon full ratification, years of service shall mean continuous employment and prior service if separated for less than one year.

(b) For purposes of this provision, an employee who is off payroll or separated from County service pursuant to Civil Service Law Section 71 or 72 and later reinstated under those sections shall not be considered to have a break in service, however, such time off payroll shall be adjusted in accordance with their adjusted longevity date. An employee separated from County service pursuant to Civil Service Law Section 71 or 72 who returns to County service other than by reinstatement shall be deemed to have a break in service if separated for greater than one year.

6. **ARTICLE IV, COMPENSATION. SECTION 8. ON-CALL PAY**

Modify provision (a) to have on-call time period coincide with the pay week. All other provisions remain unchanged. Effective upon ratification.

Provision (a) to read as follows:

SECTION 8. ON-CALL PAY

(a) Employees who are required to be on-call and available to respond on a 24-hour basis to job related emergencies or urgent situations shall be compensated for each week of on-call assignment. A week of on-call assignment will commence at 12:00 a.m. Saturday ~~on a given day~~ and ends on 11:59 p.m. Friday, seven (7) days later, ~~in accordance with the schedule made by the Unit Head.~~

7. **ARTICLE IV, COMPENSATION. SECTION 9. RECOUPMENT**

Modify the provisions to reflect current practices.

Modify the provision to recoup \$50.00 a set amount per paycheck per the chart below.

Modify provision to allow recoupment from last paychecks.

Effective upon ratification.

Provision to read as follows:

SECTION 9. RECOUPMENT

- (a) When employees or departments become aware of an overpayment, the ~~Departments of Human Resources and Finance~~ Department and the employee shall be notified in writing. Notification shall include the name of the employee and the nature and duration of the overpayment.
- (b) ~~The Department of Human Resources shall notify the Union by contacting the Union President. The Union shall be notified of the affected employees, the amount and the reason for the overpayment.~~
- (c) ~~(b)~~ The Finance Department shall notify each employee and the Union in writing of the amount and reason for the overpayment and the payment or recoupment schedule to be followed. ~~Payroll deductions will be used.~~ Deductions shall be made at ~~the rate of fifty dollars (\$50.00)~~ a set rate per payroll according to the chart below, until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.

<u>Amount Owed</u>	<u>Payment Amount (per pay period)</u>
<u>\$1 - \$1,500.00</u>	<u>\$75.00</u>
<u>\$1,500.01 to \$2,500.00</u>	<u>\$100.00</u>
<u>\$2,500.01 or more</u>	<u>\$125.00</u>

- (c) If the recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be taken from the employee's last paycheck(s).
- (d) If a recoupment schedule as noted above of ~~fifty dollars (\$50.00)~~ per payroll represents an undue hardship to an employee, the employee may request to the Department of ~~Human Resources~~ Finance that a lesser recoupment be taken. The decision of the Department of ~~Human Resources~~ Finance on the request shall be final. ~~Until the decision is made by the Department of Human Resources, there shall be no recoupment made by the Finance Department.~~ In addition, notwithstanding anything to the contrary, an Employee may request a repayment amount in excess of the amounts listed above ~~fifty dollars (\$50.00)~~ per payroll.
- (e) The limitations set within this section shall only apply to pay for standard work hours and shall not apply to pay for non-standard work hours including overtime and settlement retro-checks.

8. ARTICLE IV, COMPENSATION. SECTION 10. EMERGENCY CLOSURE.

Modify the provision (a) to provide closure at Dutchess County Community College is issued by College President.

Modify provision (g) to remove reference to New York State COVID-19 leave. Remainder of provisions shall remain unchanged.

Provision to read as follows:

SECTION 10. EMERGENCY CLOSURE

(a) Applicability

This section shall only apply when the County Executive issues a Local Emergency Order closing all County offices and facilities under his authority under the law, or the President of Dutchess Community College issues an emergency closure of the College respectively.

(g) Scheduled Time Off, Off Payroll or on Leave

Bargaining unit members using pre-scheduled benefit time (vacation, sick, personal, compensatory, ~~New York State COVID-19 leave~~, etc.) during the closure of County offices and facilities shall be charged benefit time, notwithstanding the fact that County offices were closed on any of those dates.

Bargaining unit members "off the payroll" or on any unpaid leave shall not receive compensation during the closure of County offices and facilities.

Bargaining unit members on Workers' Compensation Leave, disability, or FMLA leave shall receive payment pursuant to New York State or Federal law as appropriate but shall not receive their normal compensation during the closure of County offices and facilities unless using benefit time.

9. ARTICLE V, SECTION 4. RECORD OF ATTENDANCE

Daily time records, in a form determined by the County, showing actual time worked, as well as all types of leave and benefit time ~~earned~~ used by each Employee, will be reported by the Employee. These records and time earned shall be ~~and~~ maintained by the County.

10. ARTICLE V, WORKDAY AND WORK WEEK, SECTION 5. FLEX TIME.

Modify the provision to eliminate if flex time proposal is approved, it does not need to be channeled through the Labor Management Committee.

Provision (a) to be modified as stated below, provisions (b) and (c) to remain unchanged.

SECTION 5. FLEX TIME

(a) A full-time Employee may submit a written flex time proposal on his behalf to the Unit Head. If the Unit Head and the Employee agree to a flex time proposal, it will be ~~channeled through~~ provided to the Department of Human Resources ~~to the Labor Management Committee~~ for its review and recommendations prior to implementation.

11. ARTICLE VI, OVERTIME, SECTION 4, HOLIDAY WORK

SECTION 4. HOLIDAY WORK

Modify the provision to allow Employees the option to receive holiday premium, or a portion thereof as compensatory time. Also provides alternate Holiday may be granted as compensatory time, and clarifies this provision does not impact Appendix F.

Implemented and effective upon full ratification.

Provisions to read as follows:

- (a) An Employee who is required to work on a holiday shall
 - (i) Be ~~compensated~~ paid at a minimum of the premium the rate of time and one half the hours worked.
 - a. If this work occurs prior to reaching 40 hours worked in the week, the base rate must be taken as pay, however the one-half premium amount may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs.
 - b. If this work occurs after reaching 40 hours worked in a week, the entire premium compensation of one and one half may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into account the Employee's needs; and
 - (ii) In accordance with (i)(a) and (i)(b), as a form of recognizing an alternate Holiday and At the discretion of the Unit Head, taking into consideration the Employee's needs, if the time worked overlaps or encompasses the Employee's normal work shift for the day, the an Employee may either be paid his normal day's pay for the holiday time or receive another day off however much time worked that overlaps the normal work shift for the day, which will may be recognized as compensatory time. known as an alternate holiday.
 - (iii) Time worked during the holiday will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation is payable in the work week in which the holiday occurs.
- (b) If the alternate holiday is granted as compensatory time, it may be retained and utilized according to the provisions of Article VI, Section 1, and an Employee is subsequently required to work on his alternate holiday, he shall be:
 - (i) ~~Paid on a straight time basis, unless the alternate holiday hours combined with his regular worked hours for that week exceed forty (40) hours. All time over forty (40) hours shall be compensated in accordance with any applicable provisions of the Fair Labor Standards Act at the time and one-half rate.~~
 - (ii) ~~Paid according to the provisions under Emergency Call Back if he is required to work with less than 12 hours' notice.~~
 - (iii) ~~Allowed to cancel his scheduled alternate holiday and take it at a later date.~~
- (c) An Employee compensated under this provision shall not be eligible for Emergency Call Back. The alternate holiday shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.
- (d) This provision applies to Employees not covered by Appendix F. Employees covered under Appendix F shall continue to receive the benefits provided therein.

12. ARTICLE VI OVERTIME, SECTION 8, DISTRIBUTION OF OVERTIME.

Overtime shall be rotated on an equitable basis among all qualified Employees within each Unit consistent with the most efficient operation of the Unit. Each Unit, at the discretion of the Department Head, may establish a volunteer overtime call list, which Employees may opt out of. Employees on this list shall be called first regarding any overtime. After the overtime list is exhausted and there is still a need for employees to complete the work, the employees who had opted out will be called prior to any mandatory overtime.

13. ARTICLE VII, HOLIDAYS, VACATIONS, LEAVES.

SECTION 2. VACATIONS

Modify the provision to sunset paragraph (a) old language. Old paragraph (b) will be new paragraph (a).

Delete paragraph (c) as this is obsolete. Restructure paragraphs to account for deletion.

Modify paragraph (e) to lower vacation accrual cap for employees in 2027 to forty (40) days.

Provision to read as follows:

HOLIDAYS, VACATIONS, LEAVES. SECTION 2. VACATIONS

- (a) For 2021 and 2022, all Employees shall earn quarterly paid vacation on their adjusted benefit date based upon completion of each quarter-year of continuous employment as noted below.

Days Earned Per Quarter of Continuous Employment				
During	First Qtr.	Second Qtr.	Third Qtr.	Fourth Qtr.
1 st year	0	3	3	4
2 nd —5 th	2	3	2	3
6 th —11 th	3	4	4	4
12 th —15 th	4	5	4	5
16 th —20 th	5	5	5	5
21 years & over	6	6	6	7

- (b) Effective the first full pay period in October 2022, (a) all Employees, with the exception of those working at Dutchess Community College will be awarded vacation on a per payroll basis up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). ~~Prior to switching to payroll accrual system employees will be prorated so they receive the same number of vacation days that they would have received had this change not occurred.~~ Vacation will be awarded on the last day of the payroll period and made available for use the following payroll period.

Duration of Continuous Employment	Vacation Hours Earned per Regular Hour Paid
Up to 5 years	0.0385 hours
6- Start of 5th year up to 11 10 complete years	0.0577 hours
12 Start of 11th year up to 15 14 complete years	0.0693 hours
16 Start of 15th year up to 20 complete years	0.0770 hours
Start of 21 st years & over	0.0962 hours

- (e) ~~Employees at Dutchess Community College shall retain the current quarterly procedures as outlined in section (a) above until Dutchess Community College's software/computer system can be updated to a per payroll earning system, at which time it will be changed to reflect the changes in section (b) above.~~
- (d) ~~(b)~~ Unit Heads, in their discretion, will schedule vacation time taking into consideration the following factors:
- Request of the Employee;
 - Needs of the Unit and
 - Seniority.
- (e) ~~(c)~~ An Employee may utilize vacation credits in minimum units of one-half (1/2) hour. Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty-five (45) ~~days up to December 31, 2026.~~
- Effective January 1, 2027, Employees shall be allowed to accrue vacation credits up to an amount not to exceed forty (40) days;
- In the month of November 2026, employees with accruals of more than forty (40) days may cash in the balance of time to reduce their vacation balance to thirty-seven (37) days using a form as prescribed by the County.
- ~~a~~ Accruals exceeding that the respective limits stated in this provision within the noted time frames shall be forfeited.
- (f) ~~(d)~~ Employees shall retain any earned vacation benefits if they transfer between Units within the County.
- (g) ~~(e)~~ Upon death, retirement, or separation from the County in good standing, Employees will be paid the monetary value of accumulated unused vacation time in an amount not to exceed the maximum as specified in subdivision (e) ~~(c)~~ above. If an Employee dies while employed by the County or retires from service on other than his adjusted benefit date, the County shall pay the prorated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (e) ~~(c)~~ above.

14. ARTICLE VII, HOLIDAYS, VACATIONS, LEAVES. SECTION 3. SICK LEAVE.

Modify the provision to clean up unnecessary language, (a) & (b), re-format the remaining provisions, adding language deleted from (b) to the new (a).

Provision to read as follows:

ARTICLE VII, HOLIDAYS, VACATIONS, LEAVES. SECTION 3. SICK LEAVE

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose of this Section, immediate family means an Employee's husband, wife, children, mother or father.

- ~~(a) For an Employee hired prior to April 1, 2018, sick leave will be accrued at the rate of one (1) day for each month of continuous employment with unlimited accumulation.~~
- ~~(b) For an Employee hired on or after April 1, 2018, sick leave will be accrued at the rate of ten (10) days per year of continuous employment with unlimited accumulation. Accruals will be awarded as a full day per month for ten (10) of the twelve (12) months in a service year. Any employee earning twelve (12) sick days per year who returns to County service after at least a one (1) year break in service will receive the ten (10) days of sick leave accrual outlined in this section. (Leaves pursuant to Civil Service Law Section 71 or Section 72 or time on a preferred eligible list (PEL) will not be deemed a break in service for this provision.)~~
- ~~(c) Effective the first full pay period in October 2022, (a) all Employees, with the exception of those working at Dutchess Community College, shall earn sick leave on a per payroll basis at a rate based on their current hire date as noted below. Sick leave will be awarded on the last day of the payroll period and made available for use the following payroll period. Regular Hours include hours worked up to full time hours (i.e. excludes overtime or unpaid time and includes eligible paid time off). Any employee earning twelve (12) sick days per year who returns to County service after at least a one (1) year break in service will receive the ten (10) days of sick leave accrual outlined in this section. (Leaves pursuant to Civil Service Law Section 71 or Section 72 or time on a preferred eligible list (PEL) will not be deemed a break in service for this provision.)~~

Hire Date	Sick Hours Earned per Regular Hour Paid
Prior to 4/1/2018	0.0462 hours
4/1/2018 or Later	0.0385 hours

- ~~(d) Employees at Dutchess Community College shall retain the current procedures as outlined in section (a) and (b) above until Dutchess Community College's software/computer system can be updated to a per payroll earning system, at which time it will be changed to reflect the changes in section (c) above.~~
- ~~(e) (b)~~ Sick leave may be taken in minimum units of one-half (½) hour. The Unit Head may, in his discretion, require confirmation of the use of sick leave and its purpose from the Employee.

- (f) (c) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 1 hour after the Employee's normal time for reporting to work. In the event that the absence of an Employee would necessitate that a substitute be called in, the Unit Head may require earlier notification. However, in no case will an Employee be required to report sick leave more than two hours prior to the start of his workday. Sick leave will not be paid if the Employee fails to provide notice as set forth above.
- (g) (d) Before absence for personal illness or disability in excess of two continuous days may be charged against accumulated sick leave credits, a Unit Head may require proof of illness or disability. A Unit Head may also require that an Employee be examined at County expense by a physician designated by the County. However, where an illness is of a "very personal nature," the County will accept and pay for an examination by the Employee's personal physician.
- (h) (e) If an Employee has used six (6) days of sick leave during the course of a twelve (12) month period, a Unit Head may require the aforementioned proof or examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness shall be required for a six (6) month period from the last used sick day, if the Unit Head provides written notice that the Employee has exceeded the above limitation.
- (i) (f) A Unit Head may require that an Employee who has been absent because of personal illness or disability be examined by a County designated physician prior to his return to work. Said examination shall be scheduled and performed within ten (10) working days after the Unit Head receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within ten (10) working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. This examination will be paid for by the County and is intended to establish that the Employee is not disabled and can perform his normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.
- (j) (g) When an Employee changes Units within the County service, his accumulated sick leave credits shall be transferred with him.
- (k) (h) If an Employee's service with the County is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to County service in a permanent position within one (1) year of his resignation, any sick leave credits cancelled at the time of resignation will be reinstated.

15. ARTICLE VII, HOLIDAYS, VACATIONS, LEAVES. SECTION 11. BEREAVEMENT LEAVE

Update provision to utilize "shift" instead of working day.

Provision to read as follows:

SECTION 11. BEREAVEMENT LEAVE

An Employee shall be granted bereavement leave as follows:

- (a) An Employee shall be granted five (5) consecutive ~~shifts~~ working days off with pay at the time of death of an Employee's spouse, parent, or child, ~~not to exceed a timespan of seven (7) consecutive calendar days in total.~~
- (b) An Employee shall be granted three (3) consecutive ~~shifts~~ working days off with pay at the time of death of an Employee's grandchild, grandparent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parent, step-child, step-brother or step-sister, ~~not to exceed a timespan of seven (7) consecutive calendar days in total.~~
- (c) An Employee shall be granted one (1) ~~working day~~ shift off with pay at the time of death of an Employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

However, one (1) ~~day~~ shift of the leave may be reserved, up to thirty (30) days after the date of death, to attend services/funeral.

An employee whose 3rd or 5th consecutive shift begins on one calendar day and ends on the following calendar day shall be entitled to remain off with pay for that entire shift. If an employee's next shift begins on the same calendar day, they are required to return to work for their next shift.

i.e. If the 5th consecutive shift ends at 7AM, and the next scheduled shift begins at 5PM, the employee must return to work at 5PM.

16. ARTICLE VII, SECTION 12, EMPLOYEE ABSENCE NOTIFICATION

Add in a Section titled "Employee Absence Notification" under Article VII to include the following language:

Employees shall follow their Department-specific notification procedure, or if unknown, notify their immediate Supervisor and/or Department Head, prior to being absent from work for any reason which has not been pre-approved by the Department.

Providing notice under this provision does not constitute approval of benefit time or time-off and normal approval procedures are required.

17. ARTICLE VIII, SECTION 2. HEALTH INSURANCE FOR RETIRED EMPLOYEES AND SURVIVING SPOUSES.

Modify provision (b) to reduce County contributions for Surviving Spouses health coverage for Employees who are hired/rehired after January 1, 2026.

Provision to read as follows:

SECTION 2. HEALTH INSURANCE FOR RETIRED EMPLOYEES AND SURVIVING SPOUSES

(b) Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. For employees hired/rehired prior to January 1, 2026 The County will pay 50% towards the cost of individual coverage, for employees hired/rehired on or after January 1, 2026, the County will contribute 25% toward the cost of individual coverage (date of hire/rehire will not be reset for separations of less than a year). The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of the dependent coverage.

18. ARTICLE VIII, HEALTH INSURANCE; DENTAL; OPTICAL; RETIREMENT AND DISABILITY INSURANCE PLANS, SECTION 8 NEW YORK STATE PAID FAMILY LEAVE AND SECTION 9. PARENTAL LEAVE.

Modify Section 8, New York State Paid Family Leave as of December 31, 2026, the County contribution for this benefit will be \$0.00.

Provision to read as follows:

SECTION 8. NEW YORK STATE PAID FAMILY LEAVE

The County shall provide Paid Family Leave (PFL) pursuant to Article 9 of the Workers' Compensation Law and any amendments which may be enacted to said law and it shall be effective after the County's compliance with the statutory and insurance carrier notice requirements. The County shall cover the employees' contribution up to a maximum of \$85.00 per year through December 31, 2026. Thereafter, the County will not contribute to this benefit.

19. ARTICLE X, SECTION 2. TUITION PAYMENTS: TUITION

Modify provision (a) to increase tuition payment reimbursement cap. All other provisions remain unchanged.

Provision (a) to read as follows:

SECTION 2. TUITION PAYMENTS: TUITION

(a) The County agrees to reimburse tuition payments at Dutchess Community College, BOCES, local high school evening divisions, public secondary institutions, or at any college or university (if the course is not available at Dutchess Community College), for Employees who have taken, and successfully completed job-related courses which that will improve the skills of such Employees. Reimbursement shall be subject to approval of a committee composed of the County Executive, plus two (2) members of management appointed by the County Executive and two Employees appointed by the Union. All applications for tuition payment reimbursement shall be submitted on or before dates determined by the committee, which shall meet five (5) times annually to review and act upon such applications. ~~During each contract year, the total of all approved tuition payment reimbursements shall not exceed \$30,000 for 2025.~~ The total of all approved tuition payment reimbursements shall not exceed \$35,000 for each of the years 2026 and 2027. For 2028 and each year following, the total shall not exceed \$40,000.

20. ARTICLE X, SECTION 5. OUT-OF-COUNTY TRAVEL; CONFERENCE ATTENDANCE; REIMBURSEMENT.

Modify provision (a) to remove compensatory time and provide that travel time is work time and will be paid as work time, minus the employee's standard time for commuting to work site, and modify paragraph (f) refer employees to the travel policy for reimbursement amounts. All other provisions remain unchanged.

Provisions (a) and (f) to read as follows:

SECTION 5. OUT-OF-COUNTY TRAVEL; CONFERENCE ATTENDANCE; REIMBURSEMENT

- (a) Authorization by the Unit Head, subject to approval by the County Executive, of all out-of-county travel or attendance at conferences, in-service training sessions, or other meetings is required. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings, except when an Employee is directed by his Unit Head, subject to approval by the County Executive, to attend a meeting, conference or training session as a part of his job duties, ~~he shall receive compensatory time for travel to and from the conference, meeting, or training site.~~ in excess of their normal work commute, will be considered time worked and awarded as compensatory time whenever applicable ~~when such travel time is over and above his regular work day.~~ Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty (30) days after incurrence of the expense. The County will reimburse the Employee within thirty (30) days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee. Allowable expenses include mileage or other travel expenses, food, lodging, tolls, conference and tuition fees. Receipts for all expenses except mileage are required.
- (f) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for the meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated ~~in this Section~~ by IRS Regulations. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (b) and (c) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

21. ARTICLE X, SECTION 13. BENEFITS AND LEAVE FOR EMPLOYEES PAID ON AN HOURLY BASIS.

Modify provisions (b) and (c) to clarify benefits and accruals for part-time and temporary employees as well as to clarify different rules that apply to each category. Provisions (a) (d), (e) and (f) remain unchanged

Provision to read as follows:

SECTION 13. BENEFITS AND LEAVE FOR EMPLOYEES PAID ON AN HOURLY BASIS

(b) Subject to Article IV, Section "5" of this Agreement, part-time and hourly Employees shall be eligible for annual increments, provided they earned a minimum of 30% of the regular full-time salary for the position ~~every pay period of the previous year~~ during the 12-month period immediately preceding their increment date. Part-time and hourly Employees shall be eligible for a longevity payment, provided they earned a minimum of 30% of the regular full-time salary for the ~~ir~~ position each year prior to the longevity award. The hourly rate shall be computed in accordance with Article VI, Section "3" of this Agreement.

(c) All Employees paid on an hourly basis shall accrue sick days, vacation, personal days and holiday credits on a pro-rata basis. Personal days, vacation, holidays and sick leave will ~~become~~ be awarded on a per payroll basis on the last day of the payroll period and made available for use the following payroll period, ~~available at the end of each calendar quarter to each Employee who works continuously throughout that quarter. Vacation leave will become available consistent with Article VII, Section "2" of this Agreement.~~ If an Employee paid on an hourly basis converts to a full-time annual basis, the County shall (i) ~~credit the Employee with the respective pro-rata vacation time as defined above and (ii) place the Employee on the appropriate vacation schedule.~~ credit any Any holiday balances ~~will be credited~~ to the Employee's sick leave accruals.

22. ARTICLE X, SECTION 15. CSEA FITNESS PROGRAM.

Modify provision to remove expired language and increase County contribution in and rollover amount in 2026.

Provision to read as follows:

~~For 2021, the County agrees to pay \$500.00 per contract year to an interest bearing account for the purpose of employee fitness programs. The funds shall be distributed by the Department of Human Resources after receipt, review and approval of written proposals from authorized Union executive committee.~~

~~Effective in 2022, after full ratification and execution by the County Executive, t~~The County agrees to pay five thousand dollars (\$5,000.00) in 2025 ~~per contract year~~ to an interest-bearing account for the purpose of employee fitness programs with a maximum rollover amount of seven thousand five hundred dollars (\$7,500.00) ~~per year~~.

In 2026 and every year thereafter, the County agrees to pay seven thousand five hundred dollars (\$7,500.00) per year to an interest-bearing account for the purpose of employee fitness programs with a maximum rollover amount of ten thousand dollars (\$10,000.00) per year.

The funds shall be distributed by the Department of Human Resources after receipt, review, and approval of written proposals from the authorized Union executive committee. At the end of each calendar year, the County will recoup the unused funds, in excess of the maximum rollover amount set forth in this provision. ~~Unused funds, seven thousand five hundred~~ at the end of the calendar year will be recouped by the County.

23. Sunset Stipulation with respect to NYS Covid-19 Sick Leave Benefits and Dutchess County Covid-19 Leave Due to the Covid-19 Pandemic State of Emergency Declared March 13, 2020, as of July 31, 2025, in compliance with New York State Paid Leave for Covid-19. Stipulation is not in the Collective Bargaining Agreement, signed March 16, 2021. Parties agree that the Dutchess County Covid-19 Leave Benefit shall sunset simultaneously with NYS Covid-19 Sick Leave Benefits, which expired July 31, 2025.

24. APPENDIX F RULES FOR EMERGENCY RESPONSE DISPATCH 24 HOUR SCHEDULING ROTATION.

Modifying SECTION 3, WORKING HOURS AND ASSIGNMENT, to pay shift differential according to when it occurs. All other provisions to remain unchanged

Provision to read as follows:

WORKING HOURS AND ASSIGNMENT:

In those weeks where the schedule calls for thirty-seven (37) hours, employees shall be scheduled to work an additional three (3) hours to complete the forty (40) hour work week as otherwise provided herein. The County shall establish a recurring training, staff or special meeting schedule for the three (3) hours. The County shall give any affected employee two (2) weeks' notice of a change of such schedule. If the three (3) hours are not scheduled for training, staff, or special meetings, the employee may be assigned regular dispatching duties to work those three (3) hours during that work week. Shift differential will be paid according to when working or benefit hours actually occur.

25. APPENDIX F. RULES FOR EMERGENCY RESPONSE DISPATCH 24 HOUR SCHEDULING ROTATION.

Modify paragraph 4(f)(1) ADJUSTMENT OF HOLIDAY TIME, benefit is not changing, language cleanup, as example was confusing. Remaining provisions remain unchanged.

Provision to read as follows:

F. ADJUSTMENT OF HOLIDAY TIME:

1. Covered employees who separate from service or move to a non-covered position will forfeit eight (8) hours per Holiday that has not yet occurred within the six (6) month accrual period. For example, an employee who separates ~~November~~ December 15th will forfeit eight (8) hours for the Christmas Holiday that has not yet occurred.

26. APPENDIX A

Update with current titles. Current titles to be provided.

27. Fair Labor Standards Act – FLSA Revisions

The provisions below shall be replaced upon implementation of the countywide FLSA update, which shall occur at the County's discretion and upon 30-days' notice to the Union. The changes shall be effective upon thirty (30) days' notice to the union by the County. The parties agree that the implementation of FLSA shall follow the terms below and agree that provisions 1 through 6 below are implementing language and shall not be included in the ratified contract document:

1. NET TOTAL BASIS.

Eligible members of the bargaining unit will be retroactively compensated for overtime worked from August 18, 2018, to the date of the implementation of the Countywide FLSA update, and any retroactive compensation is subject to applicable taxes, withholdings and other legal deductions.

All payouts under this Agreement shall be made on a net total basis for the period of August 18, 2018, to the date of implementation of the countywide FLSA update. This means that the Employer will calculate each pay period from August 18, 2018, to the date of the implementation of the countywide FLSA update. Any underpayment owed to the Employee will be reduced by any overpayments made to the Employee from August 18, 2018, to present to determine the final net amount due the Employee.

For example, overpayment payments will not be paid out on a week-by-week basis. If in Week 1 the employee had an overpayment of \$150.00 and then in Week 2 the Employee had an underpayment of \$250.00, the employee will not be paid the \$250.00 underpayment. Rather, if the employee had \$1,000.00 cumulatively in underpayments and \$500.00 cumulatively in overpayments from August 18, 2018, to the date of implementation of the countywide FLSA update, the employee will be paid the \$500.00 net underpayment.

2. OVERPAYMENTS AND UNDERPAYMENTS.

In the event of a net overpayment to the Employee (meaning the Employee received more compensation than they were entitled to for the entire period from August 18, 2018, to the date of the implementation of FLSA countywide update), the Employer agrees to waive recoupment of such overpayment. This waiver is made based on the consideration provided for in this agreement.

In the event of a net underpayment to the Employee (meaning the Employee received less compensation than they were entitled to for the entire period from August 18, 2018, to the date of the implementation of the countywide FLSA update), the Employer will pay the Employee the difference owed.

3. NET POSITIVE REQUIREMENT.

Only Employees who have a net positive balance (meaning the total amount owed to the Employee after accounting for all overpayments and underpayments for the entire

period from August 18, 2018, to the date of implementation of FLSA countywide update is greater than zero) will receive a payout for the relevant period.

Employees with a net negative balance (meaning the total amount owed by the Employee after accounting for all overpayments and underpayments for the entire period from August 18, 2018, to the date of implementation of the countywide FLSA update is less than zero) will not receive a payout. As set forth above in Paragraph 2, the repayment of overpayments is waived.

As set forth in Paragraph 4 below, the countywide FLSA update will occur at an unspecified future date upon 30 days' notice to the union. As it pertains to any claims made by CSEA, its members, or by CSEA on behalf of its members, no other damage payments including attorney's fees, liquidated damages, or interest are payable to any Employees for overtime arrears paid under this agreement. The payment constitutes a complete resolution of the dispute.

4. REPLACEMENT OF TERMS.

The terms of this MOA will replace the terms of Articles IV & VI as set forth in the Collective Bargaining Agreement in effect at the time of implementation of the countywide FLSA update which shall be at the County's discretion upon 30-days notice to CSEA. Effective the date of implementation of the countywide FLSA update, the regular rate of pay for purposes of overtime payment shall include all remuneration for employment paid to, or on behalf of, the Employee except as set forth in 29 USC § 207 (e). The regular rate is determined by dividing total earnings (except for statutory exclusions) in the work week by the total number of hours worked in the work week. Article IV of the Collective Bargaining Agreement will be amended as set forth below in Paragraph 4 to reflect this agreement.

5. ALTERNATIVE DISPUTE RESOLUTION.

All claims, complaints, or grievances brought by either the CSEA, or its members, or CSEA on behalf of its members, asserting violations of or arising under the FLSA, or Article IV or VI of the Collective Bargaining Agreement shall be subject exclusively to the grievance and arbitration provisions set forth at Article XI of the Collective Bargaining Agreement.

6. EFFECTIVE DATE OF IMPLEMENTATION.

Articles IV and VI shall be replaced by Articles IV and VI below upon the implementation of the countywide FLSA update, which shall be implemented at the County's discretion upon 30 days' notice to CSEA. Any sections of Article IV & VI not addressed by this Memorandum of Agreement will remain unchanged.

Accordingly, Articles IV & VI will be amended to read as follows:

ARTICLE IV COMPENSATION

SECTION 3. SHIFT COMPENSATION

A work day will be broken into three shift periods and Employees working other than the daytime (first) shift shall receive additional compensation as noted below for time actually worked, per Article VI, Section 6. ~~All shift hours which overlap two designated shift periods will be recognized for pay purposes to be within that shift period wherein over 60% of the working hours are set.~~

- (a) First shift - 6:00 a.m. to 6:00 p.m. - the base rate established by the salary plan.
- (b) Second shift - 6:00 p.m. to 12:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 5%.
- (c) Third shift - 12:00 midnight - 6:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 10%.

SECTION 4. EMERGENCY CALL-BACK PAY

An Employee called to come to work and who actually arrives at his worksite four (4) or more hours before his regular work shift, shall be guaranteed a minimum of three (3) hours pay plus actual travel time to and from work for all travel within Dutchess County. Travel time outside Dutchess County shall not be compensated. As much of the three (3) hours as the Employee is required to work shall be compensated at time and one half; the remainder, if any, of the guaranteed three (3) hours and travel time shall be considered straight time and compensated as such. Time worked during the call-back will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the workweek in which the call-back occurs, however, the premium rate will not be used in the rate calculation toward the overtime hours in the work week in accordance with 29 USC Section 207(e). Unworked time shall be paid on a first shift basis. The following standards shall apply to emergency call-back situations:

If either of the following items are met Emergency Call-Back will be granted:

- (a) When an Employee is requested after the end of his regular shift (i.e. after he has punched out for the day) to come back to work prior to his next regular shift, he shall be compensated pursuant to the emergency call-back clause.
- (b) When an Employee is mandated to perform work on a non-continuous basis, that is to say if there is an interruption or break between the Employee's regular shift and the performance of the mandated worktime and the Employee receives less than twelve (12) hours' notice.

If either of the following items are met Emergency Call-Back will not be granted:

- (c) When an Employee is at work and requested to come back to work at a later time or date, this shall be considered pre-scheduled work and shall be compensated at regular

rates or overtime (if over forty (40) hours) rates and included in hours worked for the calculation of FLSA and not treated as emergency call-back.

- (d) When an Employee volunteers, is ordered or requested to remain at work and work beyond his regular shift, this shall be construed as continuous worktime and shall be compensated at regular or overtime (if over forty (40) hours) rates and included in hours worked for the calculation of FLSA.
- (e) Notwithstanding anything to the contrary set forth herein, if an Employee works from a vehicle as part of his job duties, that time shall be considered as time worked and compensated at time and one-half. He shall not, however, receive any additional travel time payments.

ARTICLE VI

OVERTIME

SECTION 1. STRAIGHT TIME, COMPENSATORY TIME, AND ~~TIME AND ONE-HALF~~ OVERTIME
The regular rate of pay for purposes of overtime payment shall include all remuneration for employment paid to, or on behalf of, the employee except remuneration which is excluded from the regular rate calculation as set forth in 29 USC § 207 (e). The regular rate of pay is determined by dividing total earnings (except for statutory exclusions) in the workweek by the total number of hours worked in the workweek. Once the FLSA regular rate is calculated the Employee will be compensated for hours worked in excess of forty (40) hours in the workweek by taking the Employee's regular rate and multiplying it by 0.5 and then multiplying the number of hours worked in excess of forty (40) hours. For example, if an Employee works eight (8) hours in excess of the forty (40) hour work week, \$20/hr regular rate x 0.5 x 8 hours = \$80.00. There will be a new item on the paystubs "FLSA OT".

Any election made between compensatory time and pay shall apply for all hours in excess of the Employee's schedule on a workweek basis.

- (a) Office Employees. Except as otherwise provided in this Article, office personnel shall be compensated at straight time rates or receive straight time compensatory time for hours worked between 35 and 40 hours per week. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head on a workweek basis, taking into consideration the Employee's needs.
- (b) Office personnel who work over 40 hours per week shall be compensated in accordance with any applicable provisions of the Fair Labor Standards Act at the time and one-half rate or receive ~~time and one-half~~ compensatory time off on a workweek basis. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.

- (c) Other Employees. Except as otherwise provided in this Article, overtime for all other Employees is defined as all hours worked in excess of forty (40) hours per week. Overtime shall be compensated in accordance with any applicable provisions of the Fair Labor Standards Act at the time and one-half rate and shall be granted in pay or compensatory time off on a workweek basis, in the discretion of the Unit Head, taking into consideration the Employee's needs.
- (d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.
- (e) If compensatory time is granted, it shall be taken within 6 months of the date earned or it shall be paid to the Employee in the first payroll period of the seventh month.
- (f) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Unit Head.
- (g) Upon the death or separation of an Employee, the Employee's estate or the Employee shall be paid for all unused accumulated compensatory time.

SECTION 3. HOURLY RATE COMPUTATION

The hourly rate for salaried Employees shall be computed by dividing the Employee's annual salary by the number of work hours in the year. For work in excess of the forty (40) hour workweek requiring overtime payment based upon the Employee's regular rate of pay, the regular rate of pay for payment of overtime (work in excess of forty (40) hours in the workweek) shall be in accordance with the FLSA as outlined above.

SECTION 4. HOLIDAY WORK

Modify the provision to allow Employees the option to receive holiday premium, or a portion thereof as compensatory time. Also provides alternate Holiday may be granted as compensatory time, and clarifies this provision does not impact Appendix F.

Implemented and effective upon full ratification.

Provisions to read as follows:

- (a) An Employee who is required to work on a holiday shall
 - (i) Be compensated a minimum of the premium rate of time and one half the hours worked.
 - a. If this work occurs prior to reaching 40 hours worked in the week, the base rate must be taken as pay, however the one-half premium amount may be taken as pay or compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs.
 - b. If this work occurs after reaching 40 hours worked in a week, the entire premium compensation of one and one half may be taken as pay or

compensatory time, in the discretion of the Unit Head, taking into account the Employee's needs; and

- (ii) In accordance with (i)(a) and (i)(b), as a form of recognizing an alternate Holiday and at the discretion of the Unit Head, taking into consideration the Employee's needs, if the time worked overlaps or encompasses the Employee's normal work shift for the day, the Employee may either be paid his normal day's pay for the holiday time or however much time worked that overlaps the normal work shift for the day, may be recognized as compensatory time.
 - (iii) Time worked during the holiday will be credited toward an Employee's total working hours for the purposes of determining if overtime compensation under the FLSA is payable in the work week in which the holiday occurs, however, the premium rate will not be used in the regular rate calculation for the overtime hours in the work week, in accordance with 29 USC Section 207 (e) or other applicable provisions of the Fair Labor Standards Act.
- (b) If the alternate holiday is granted as compensatory time, it may be retained and utilized according to the provisions of Article VI, Section 1.
 - (c) An Employee compensated under this provision shall not be eligible for Emergency Call Back.
 - (d) This provision applies to Employees not covered by Appendix F. Employees covered under Appendix F shall continue to receive the benefits provided therein.

SECTION 6. WORK WEEK COMPUTATION

For the purpose of determining whether an Employee is entitled to overtime pay and for purposes of calculating the regular rate of pay under FLSA, an un-worked holiday, approved paid leave, or unworked compensatory time in an Employee's normal work week shall be considered as time worked and shall be included.

SECTION 7. OVERTIME PAY RATE

~~Overtime shall be paid at the rate for the shift on which the Employee actually works the overtime.~~

SECTION 8. DISTRIBUTION OF OVERTIME

Overtime shall be rotated on an equitable basis among all qualified Employees within each Unit consistent with the most efficient operation of the Unit. Each Unit, at the discretion of the Department Head, may establish a volunteer overtime call list which Employees may opt out of. Employees on this list shall be called first regarding any overtime. After the overtime list is exhausted and there is still a need for employees to complete the work, the employees that had opted out will be called prior to any mandatory overtime.

SECTION 98. CHANGE OF WORK HOURS

The County will not arbitrarily change the working hours of any Employee for the purpose of evading the overtime provisions of this Agreement.

DATED THIS 4TH DAY OF MARCH, 2026

COUNTY OF DUTCHESS

By:


SUSAN J. SERINO, COUNTY EXECUTIVE

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
FOR THE DUTCHESS COUNTY UNIT #6650
DUTCHESS COUNTY LOCAL 814**

By:


JORDAN RIDER, LABOR RELATIONS SPECIALIST

By:


HOWARD BAUL, LABOR RELATIONS SPECIALIST

By:


ANDREW K. CALAMARI, UNIT PRESIDENT

APPENDIX B
2024 SALARY SCHEDULE

2024 SALARY SCHEDULE

2024 Salary Schedule Plus 3.75%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
4	37,135	38,065	39,018	39,994	40,992	42,020	43,066	44,146	45,250	1,014
5	38,534	39,496	40,485	41,494	42,534	43,598	44,684	45,801	46,945	1,051
6	39,875	40,874	41,895	42,941	44,015	45,113	46,243	47,396	48,581	1,088
7	41,501	42,538	43,604	44,696	45,808	46,955	48,131	49,334	50,566	1,133
8	43,408	44,492	45,605	46,747	47,916	49,115	50,343	51,599	52,889	1,185
9	45,576	46,717	47,886	49,082	50,306	51,567	52,855	54,175	55,529	1,244
10	48,008	49,212	50,436	51,702	52,992	54,318	55,677	57,068	58,495	1,311
11	50,978	52,252	53,558	54,896	56,265	57,676	59,117	60,592	62,108	1,391
12	54,755	56,125	57,529	58,963	60,441	61,953	63,500	65,084	66,711	1,495
13	60,204	61,709	63,252	64,835	66,456	68,119	69,821	71,564	73,351	1,643
14	65,924	67,572	69,262	70,989	72,765	74,585	76,450	78,359	80,317	1,799
15	71,640	73,429	75,264	77,146	79,079	81,053	83,080	85,155	87,284	1,956
16	77,351	79,283	81,266	83,297	85,380	87,511	89,699	91,940	94,238	2,111
17	83,044	85,120	87,249	89,431	91,668	93,957	96,306	98,715	101,182	2,267
18	88,751	90,968	93,242	95,571	97,962	100,413	102,921	105,490	108,127	2,422
19	94,438	96,804	99,223	101,701	104,247	106,850	109,520	112,256	115,061	2,578
20	100,142	102,646	105,213	107,844	110,540	113,305	116,132	119,034	122,011	2,734
21	105,869	108,516	111,230	114,007	116,857	119,781	122,778	125,844	128,990	2,890
27	195,907	197,096	198,280	199,465	200,651	201,834	203,022	204,206	205,419	1,186
28	204,211	205,396	206,580	207,766	208,951	210,136	211,323	212,508	213,720	1,185

APPENDIX C.1

2025, 2026, 2027, 2028 SALARY SCHEDULES

2025 SALARY SCHEDULE

2025 SALARY SCHEDULE PLUS 3.25% Or At Least \$2,250

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	40,784	41,746	42,735	43,744	44,784	45,848	46,934	48,051	49,195	1,051
6	42,125	43,124	44,145	45,191	46,265	47,363	48,493	49,646	50,831	1,088
7	43,751	44,788	45,854	46,946	48,058	49,205	50,381	51,584	52,816	1,133
8	45,658	46,742	47,855	48,997	50,166	51,365	52,593	53,849	55,139	1,185
9	47,826	48,967	50,136	51,332	52,556	53,817	55,105	56,425	57,779	1,244
10	50,258	51,462	52,686	53,952	55,242	56,568	57,927	59,318	60,745	1,311
11	53,228	54,502	55,808	57,146	58,515	59,926	61,367	62,842	64,358	1,391
12	57,005	58,375	59,779	61,213	62,691	64,203	65,750	67,334	68,961	1,495
13	62,454	63,959	65,502	67,085	68,706	70,369	72,090	73,890	75,735	1,660
14	68,174	69,822	71,513	73,296	75,130	77,009	78,935	80,906	82,927	1,844
15	73,968	75,815	77,710	79,653	81,649	83,687	85,780	87,923	90,121	2,019
16	79,865	81,860	83,907	86,004	88,155	90,355	92,614	94,928	97,301	2,180
17	85,743	87,886	90,085	92,338	94,647	97,011	99,436	101,923	104,470	2,341
18	91,635	93,924	96,272	98,677	101,146	103,676	106,266	108,918	111,641	2,501
19	97,507	99,950	102,448	105,006	107,635	110,323	113,079	115,904	118,800	2,662
20	103,397	105,982	108,632	111,349	114,133	116,987	119,906	122,903	125,976	2,822
21	109,310	112,043	114,845	117,712	120,655	123,674	126,768	129,934	133,182	2,984
27	202,274	203,502	204,724	205,948	207,172	208,394	209,620	210,843	212,095	1,228
28	210,848	212,071	213,294	214,518	215,742	216,965	218,191	219,415	220,666	1,227

2026 SALARY SCHEDULE**2026 Salary Schedule Plus 3.25% Or At Least \$2,000**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	42,784	43,746	44,735	45,744	46,784	47,848	48,934	50,051	51,195	1,051
6	44,125	45,124	46,145	47,191	48,265	49,363	50,493	51,646	52,831	1,088
7	45,751	46,788	47,854	48,946	50,058	51,205	52,381	53,584	54,816	1,133
8	47,658	48,742	49,855	50,997	52,166	53,365	54,593	55,849	57,139	1,185
9	49,826	50,967	52,136	53,332	54,556	55,817	57,105	58,425	59,779	1,244
10	52,258	53,462	54,686	55,952	57,242	58,568	59,927	61,318	62,745	1,311
11	55,228	56,502	57,808	59,146	60,515	61,926	63,367	64,884	66,450	1,403
12	59,005	60,375	61,779	63,213	64,728	66,290	67,887	69,522	71,202	1,525
13	64,484	66,038	67,631	69,265	70,939	72,656	74,433	76,291	78,196	1,714
14	70,390	72,091	73,837	75,678	77,572	79,512	81,500	83,535	85,622	1,904
15	76,372	78,279	80,236	82,242	84,303	86,407	88,568	90,780	93,050	2,085
16	82,461	84,520	86,634	88,799	91,020	93,292	95,624	98,013	100,463	2,250
17	88,530	90,742	93,013	95,339	97,723	100,164	102,668	105,235	107,865	2,417
18	94,613	96,977	99,401	101,884	104,433	107,045	109,720	112,458	115,269	2,582
19	100,676	103,198	105,778	108,419	111,133	113,908	116,754	119,671	122,661	2,748
20	106,757	109,426	112,163	114,968	117,842	120,789	123,803	126,897	130,070	2,914
21	112,863	115,684	118,577	121,538	124,576	127,693	130,888	134,157	137,510	3,081
27	208,848	210,116	211,378	212,641	213,905	215,167	216,433	217,695	218,988	1,268
28	217,701	218,963	220,226	221,490	222,754	224,016	225,282	226,546	227,838	1,267

2027 SALARY SCHEDULE**2027 Salary Schedule Plus 3.25%**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	44,174	45,168	46,189	47,231	48,304	49,403	50,524	51,678	52,859	1,086
6	45,559	46,591	47,645	48,725	49,834	50,967	52,134	53,324	54,548	1,124
7	47,238	48,309	49,409	50,537	51,685	52,869	54,083	55,325	56,598	1,170
8	49,207	50,326	51,475	52,654	53,861	55,099	56,367	57,664	58,996	1,224
9	51,445	52,623	53,830	55,065	56,329	57,631	58,961	60,324	61,722	1,285
10	53,956	55,200	56,463	57,770	59,102	60,471	61,875	63,311	64,784	1,354
11	57,023	58,338	59,687	61,068	62,482	63,939	65,426	66,993	68,610	1,448
12	60,923	62,337	63,787	65,267	66,832	68,444	70,093	71,781	73,516	1,574
13	66,580	68,184	69,829	71,516	73,245	75,017	76,852	78,770	80,737	1,770
14	72,678	74,434	76,237	78,138	80,093	82,096	84,149	86,250	88,405	1,966
15	78,854	80,823	82,844	84,915	87,043	89,215	91,446	93,730	96,074	2,153
16	85,141	87,267	89,450	91,685	93,978	96,324	98,732	101,198	103,728	2,323
17	91,407	93,691	96,036	98,438	100,899	103,419	106,005	108,655	111,371	2,496
18	97,688	100,129	102,632	105,195	107,827	110,524	113,286	116,113	119,015	2,666
19	103,948	106,552	109,216	111,943	114,745	117,610	120,549	123,560	126,647	2,837
20	110,227	112,982	115,808	118,704	121,672	124,715	127,827	131,021	134,297	3,009
21	116,531	119,444	122,431	125,488	128,625	131,843	135,142	138,517	141,979	3,181
27	215,636	216,945	218,248	219,552	220,857	222,160	223,467	224,770	226,105	1,309
28	224,776	226,079	227,383	228,688	229,994	231,297	232,604	233,909	235,243	1,308

2028 SALARY SCHEDULE**2028 Salary Schedule Plus 3.25%**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Average Increment
5	45,610	46,636	47,690	48,766	49,874	51,009	52,166	53,358	54,577	1,121
6	47,040	48,105	49,193	50,309	51,454	52,623	53,828	55,057	56,321	1,160
7	48,773	49,879	51,015	52,179	53,365	54,587	55,841	57,123	58,437	1,208
8	50,806	51,962	53,148	54,365	55,611	56,890	58,199	59,538	60,913	1,263
9	53,117	54,333	55,579	56,855	58,160	59,504	60,877	62,285	63,728	1,326
10	55,710	56,994	58,298	59,648	61,023	62,436	63,886	65,369	66,889	1,397
11	58,876	60,234	61,627	63,053	64,513	66,017	67,552	69,170	70,840	1,496
12	62,903	64,363	65,860	67,388	69,004	70,668	72,371	74,114	75,905	1,625
13	68,744	70,400	72,098	73,840	75,625	77,455	79,350	81,330	83,361	1,827
14	75,040	76,853	78,715	80,677	82,696	84,764	86,884	89,053	91,278	2,030
15	81,417	83,450	85,536	87,675	89,872	92,114	94,418	96,776	99,196	2,222
16	87,908	90,103	92,357	94,665	97,032	99,455	101,941	104,487	107,099	2,399
17	94,378	96,736	99,157	101,637	104,178	106,780	109,450	112,186	114,991	2,577
18	100,863	103,383	105,968	108,614	111,331	114,116	116,968	119,887	122,883	2,753
19	107,326	110,015	112,766	115,581	118,474	121,432	124,467	127,576	130,763	2,930
20	113,809	116,654	119,572	122,562	125,626	128,768	131,981	135,279	138,662	3,107
21	120,318	123,326	126,410	129,566	132,805	136,128	139,534	143,019	146,593	3,284
27	222,644	223,996	225,341	226,687	228,035	229,380	230,730	232,075	233,453	1,351
28	232,081	233,427	234,773	236,120	237,469	238,814	240,164	241,511	242,888	1,351

APPENDIX C.2

LONGEVITY SCHEDULE

Grade	Effective 1/1/24
5	\$1,245
6	\$1,275
7	\$1,310
8	\$1,352
9	\$1,400
10	\$1,453
11	\$1,518
12	\$1,601
13	\$1,720
14	\$1,846
15	\$1,971
16	\$2,096
17	\$2,221
18	\$2,346
19	\$2,471
20	\$2,596
21	\$2,722

27	\$4,154
28	\$4,306

APPENDIX C.3

ON-CALL COMPENSATION SCHEDULE

Grade	On-Call Every 3 Weeks or Less	On-Call Every Week or Every Other Week
5	\$84	\$148
6	\$86	\$152
7	\$89	\$158
8	\$92	\$164
9	\$96	\$172
10	\$100	\$180
11	\$105	\$190
12	\$112	\$204
13	\$121	\$222
14	\$131	\$242
15	\$141	\$262
16	\$151	\$282
17	\$161	\$302
18	\$170	\$320
19	\$180	\$340
20	\$190	\$360
21	\$200	\$380
27	\$320	\$620
28	\$320	\$620

RESOLUTION NO. 2026079

RE: AMENDING THE 2026 ADOPTED COUNTY BUDGET AS IT PERTAINS TO
ACCESS SUPPORTS FOR LIVING, INC. AND THE DEPARTMENT OF
MENTAL HEALTH

Legislators ALEXANDER, ARNOFF, KAUL and KEARNEY offer the following and move its adoption:

WHEREAS, the Department of Mental Health (“DMH”) advises that it has an outstanding invoice from a vendor for services that were contracted in 2023, under the former Department of Behavioral and Community Health, in the sum of \$375,000 for which funds were not encumbered, and

WHEREAS, through RFP-DCP-51-23, the County sought proposals for qualified supplemental contractors to provide recovery housing services for individuals with substance use disorders (SUD) and co-occurring mental health challenges, the funding for which would be provided through opioid settlement funds to support startup expenses for the project, to be completed in multiple phases, and

WHEREAS, the County entered into a contract with the awarded vendor, Access Supports for Living, Inc., in 2023 and was subsequently extended through August 31, 2025, with Phase 1 covering the purchase and initial transition of the St. Joseph’s House property into a licensed recovery residence, and Phase 2 enabling the purchase of a secondary site not yet identified, and

WHEREAS, DMH has confirmed that Access Supports for Living, Inc. has successfully acquired the subject property under Phase 1, and therefore under the terms of the contract, \$375,000 is due and owing to the Contractor, and

WHEREAS, recovery housing services for individuals with substance use disorders (SUD) and co-occurring mental health challenges align with the approved uses of Restricted Opioid Settlement Funds, and

WHEREAS, it is necessary to amend the 2026 Adopted County Budget to provide funds to meet the County’s contractual obligation, now therefore, be it

FAMILY & HUMAN SERVICES

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2026 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.4320.80.4400.4472 Access Supports \$375,000

REVENUES

Increase

A.4320.80.95110.16 Appropriated Reserve Opioid Settlement \$375,000

CA-053-26
CRC/rjw
G-1922
04/07/2026
Fiscal Impact: See Attached

APPROVED

Susan J. Serino

SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK

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 15 day of May, 2026, 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 15 day of May, 2026.



[Signature]
JULIE SHROISI II, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:



County Executive

CB County Attorney (as to form)

JMN/CB Mental Health

HS/CB Finance

DMB/CB Comptroller



Budget

SUE SERINO
COUNTY EXECUTIVE



JEAN-MARIE NIEBUHR, LCSW-R
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF MENTAL HEALTH

To: Sue Serino, County Executive
FROM: Sean Griffin, Director of Budget and Finance - DMH
DATE: April 3, 2026
SUBJECT: Resolution Request – Prior Year Expense – Access Supports for Living

Request for Resolution – Budget Amendment for Outstanding Prior Year Expenses
Contract with Access Supports for Living (#23-0600)
Amount: \$375,000

The Department of Mental Health is requesting approval of a resolution to amend the 2026 budget to cover an outstanding expense of \$375,000 related to Phase 1 of the Recovery Housing Project contract with Access Supports for Living.

This agreement was executed in 2023, with a contract term beginning November 1, 2023, and later amended to extend through August 31, 2025. The contract was established through a formal procurement process, including an RFP and all required supporting documentation.

The project was designed to be completed in multiple phases. Phase 1, totaling \$375,000, covered the purchase and initial transition of the St. Joseph's House property into a licensed recovery residence. Later phases were dependent on identifying and developing an additional site. Currently, Phases 2 and 3 are not expected to move forward.

In March 2026, DMH was notified of the outstanding expense. Upon review, it was determined that there were no longer sufficient appropriations available to cover the cost. While the services were completed and the obligation remains valid under the contract, the expense was not carried forward.

To meet the County's contractual obligations, DMH is requesting a 2026 budget amendment in the amount of \$375,000 from the restricted opioid settlement fund balance to allow for payment of the outstanding invoice.

We appreciate your consideration and respectfully request approval of this budget adjustment.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 375,000

Total Current Year Revenue \$ 375,000
and Source

Restricted Opioid Settlement Fund Balance - \$375,000

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

Identify Line Items(s):

A.4320.80.4400.4472 - \$375,000

A.4320.80.95110.16 - \$375,000

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$ 0

Over Five Years: \$ 0

Additional Comments/Explanation:

Request to amend the 2026 budget to appropriate \$375,000 to cover an outstanding contractual obligation with Access Supports for Living related to Phase 1 of the Recovery Housing Project. The expense reflects costs associated with the purchase and initial transition of St. Joseph's House into a licensed recovery residence. Although services were completed under a contract executed in 2023, the expense was identified in 2026 and was not carried forward in available appropriations. This amendment will allow for payment of the outstanding invoice and ensure compliance with the County's contractual obligations.

Prepared by: Sean Griffin, Director of Budget and Finance

Prepared On: 4/3/2026

TRANSFER OF TITLE - \$187,500



CRUSH & VARMA
LAW GROUP PC

Crush & Varma Law Group P.C.

15 Matthews Street, Suite 301
Goshen, NY 10924

Ph: (845)615-9010

Fax: (845)615-9171

April 4, 2025

Access: Supports for Living Inc.
Attn: Allison Horan
15 Fortune Road West
Middletown, NY 10941

Re: Deed - St. Josseph's to Access
Property: 7 Fallkill Place, Poughkeepsie, NY 12601

Our File No.: 1214.52

Dear Allison:

Enclosed please find for your records the original deed recorded in the Dutchess County Clerk's Office for the above-noted property.

If you have any questions, please feel free to contact our office.

Very truly yours,

A handwritten signature in cursive script that reads 'Amy Poirier'.

Amy Poirier
Paralegal

Enclosure

Dutchess County Clerk Recording Page

Record & Return To:

HILL-N-DALE ABSTRACTERS, INC.
20 SCOTCHTOWN AVENUE
P.O. BOX 547
GOSHEN, NY 12549

Date Recorded: 1/16/2025
Time Recorded: 2:53 PM

Document #: 02 2025 50213

Received From: HILL-N-DALE ABSTRACTERS, INC.

Grantor: ST JOSEPHS REHABILITATION CENTER INC
Grantee: ACCESS SUPPORTS FOR LIVING INC.

Recorded In: Deed
Instrument Type:

Tax District: City of Poughkeepsie

Examined and Charged As Follows :

Recording Charge: \$315.00
Transfer Tax Amount: \$3,000.00
Includes Mansion Tax: \$0.00
Transfer Tax Number: 3250

Number of Pages: 4

***** Do Not Detach This Page
*** This is Not A Bill**

Red Hook Transfer Tax:

RP5217: Y
TP-584: Y

County Clerk By: Sim
Receipt #: 1389
Batch Record: 11



Bradford Kendall
County Clerk



02202550213



BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR

HN 76128

THIS INDENTURE, made the 19th day of November, Two Thousand Twenty-Four,

between **ST. JOSEPH'S REHABILITATION CENTER, INC.**, a New York not-for-profit corporation, having an address of 159 Glenwood Drive, Saranac Lake, NY 12983,

party of the first part, and

ACCESS: SUPPORTS FOR LIVING INC., a New York not-for-profit charitable corporation, having an address of 15 Fortune Road West, Middletown, NY 10941,

party of the second part:

WITNESSETH, that the party of the first part, in consideration of One Dollar (\$1.00) and other good and valuable consideration, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, their heirs and assigns forever **ALL THAT TRACT OR PARCEL OF LAND** situate in the City of Poughkeepsie, County of Dutchess and State of New York, being more particularly described on the attached Schedule A, which is annexed hereto and made a part hereof;

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their and assigns forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

ST. JOSEPH'S REHABILITATION CENTER, INC.

By: _____



James Button, President/CEO

STATE OF NEW YORK)
COUNTY OF FRANKLIN) ss:

On the 19th day of November, in the year 2024, before me, the undersigned, personally appeared **JAMES BUTTON**, 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/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

NATHAN N. RACE
Notary Public, State of New York
No. 02RA6100812
Qualified in Franklin County
Commission Expires October 27, 2027

RJR:
V. Varma Esq
15 Matthew St
Ste 201
Goshen NY 10924

SCHEDULE A

All that parcel of land situate in the City of Poughkeepsie, County of Dutchess and State of New York, being more particularly bounded and described as follows:

Beginning at a point on the southerly line of Gifford Avenue, marking the northwest corner of the herein described parcel and the northeast corner of the lands now or formerly of Digilio, described in Liber 1572 of Deeds at page 845; thence along the southerly line of Gifford Avenue $N80^{\circ}12'07"E$ 100.30' to the intersection of the southerly line of Gifford Avenue with the westerly line of Washington Street, marking the northeast corner of the herein described parcel; thence along the westerly line of Washington Street $S08^{\circ}32'35"E$ 105.60' to a point on the westerly line of Fallkill Place; thence along the westerly line of Fallkill Place (formerly known as North Bridge Street) $S23^{\circ}36'54"W$ 56.50' to the southeasterly corner of the herein described parcel and the northeasterly corner of the lands now or formerly of Finlayson, described in Liber 1845 of Deeds at page 176, at a point distant 58.80' northeasterly from the intersection of the north line of Verazzano Blvd. (formerly known as Brookside Ave.) with the westerly line of Fallkill Place; thence along the northerly line of the last mentioned lands, $N73^{\circ}04'28"W$ 36.20' to the easterly face of a brick building; thence continuing on the same course, along the center of a partition wall, $N73^{\circ}04'28"W$ 34.08' to the westerly face of said brick building and $S81^{\circ}41'33"W$ 68.60' to the southwesterly corner of the herein described parcel and the northwesterly corner of the lands of Finlayson, at a point on the division line between the herein described parcel and the lands now or formerly of Buonaiuto; thence along the last described division line $N06^{\circ}53'15"W$ 10.03' to a point on the southerly line of the lands now or formerly of Vona; thence along the southerly and easterly line thereof, $N81^{\circ}00'00"E$ 4.24' and $N09^{\circ}00'00"W$ 8.00' to the southwesterly corner of the lands now or formerly of Digilio, described above; thence along the division line between the herein described parcel and the last mentioned lands, $N80^{\circ}39'10"E$ 66.00' and $N09^{\circ}00'00"W$ 95.80' to the point of beginning.

Being the same premises described in a Deed from the City of Poughkeepsie, New York to St. Joseph's Rehabilitation Center, Inc. dated June 30, 1997 and recorded on July 3, 1997 in Liber 1996 at Page 346 in the Dutchess County Clerk's Office.

/ This sale does not constitute all or substantially all of the assets of the Grantor.

FAMILY & HUMAN SERVICES

RESOLUTION NO. 2026080

RE: ACCEPTING GRANT AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2026 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF MENTAL HEALTH

Legislators VALDÉS SMITH, ARNOFF, BRENDLI, KAUL, KEARNEY, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, the Department of Mental Health ("DMH") has advised that the New York State Division of Criminal Justice Services has awarded the County a grant (C633229) under the Byrne SCIP Crisis Intervention Programming initiative in the sum of \$51,307, and

WHEREAS, this grant funding will support the implementation of the Sequential Intercept Model (SIM), a nationally recognized framework designed to improve coordination and outcomes for individuals with serious mental illness or substance use disorders who interact with the criminal justice system, and

WHEREAS, to support this work, DMH has issued RFP-DCP-08-26 for the implementation and facilitation of the SIM framework which aligns with ongoing efforts to enhance crisis response, diversion strategies, and coordination across behavioral health and criminal justice systems within Dutchess County, and

WHEREAS, it is necessary for this Legislature to amend the 2026 Adopted County Budget to accept such funds and provide for the receipt and expenditure of said funds, now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive to accept the grant award from the New York State Division of Criminal Justice Services in connection with the above initiative, and be it further

RESOLVED, that the Commissioner of Finance is hereby authorized, empowered and directed to amend the 2026 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.3010.4401.106	Professional Services – Program	<u>\$51,307</u>
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REVENUES

Increase

A.3010.30890.49	Other State Aid Byrne SCIP	<u>\$51,307</u>
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APPROVED

Susan J. Serino

SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

CA-055-26; CRC/rjw; G-1922; 04/08/2026; Fiscal Impact: See Attached.

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess, have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12 day of May, 2026, 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 12 day of May, 2026.



[Signature]
JULIE S. NEOSHEL, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

 County Executive

ERC County Attorney (as to form)

JHN/ERC Mental Health

HS/ERC Finance

DAB/ERC Comptroller

 Budget

SUE SERINO
COUNTY EXECUTIVE



JEAN-MARIE NIEBUHR, LCSW-R
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF MENTAL HEALTH

To: Sue Serino, County Executive
FROM: Sean Griffin, Director of Budget and Finance - DMH
DATE: April 6, 2026
SUBJECT: Resolution Request – Acceptance of DCJS Byrne SCIP Grant Funding

Request for Resolution – Acceptance of DCJS Byrne SCIP Grant Funding (SIM Implementation)
Amount: \$51,307

The Department of Mental Health is requesting approval of a resolution to accept grant funding in the amount of \$51,307 awarded by the New York State Division of Criminal Justice Services (DCJS) under the Byrne SCIP Crisis Intervention Programming initiative.

This funding is intended to support the implementation of the Sequential Intercept Model (SIM), a nationally recognized framework designed to improve coordination and outcomes for individuals with serious mental illness or substance use disorder who interact with the criminal justice system. As outlined in the associated RFP, the project will focus on facilitating a SIM mapping workshop, developing a strategic action plan, and providing technical assistance to support implementation efforts.

To support this work, DMH issued RFP-DCP-08-26 for the Implementation and Facilitation of the Sequential Intercept Model (SIM) Framework. This initiative aligns with ongoing efforts to enhance crisis response, diversion strategies, and coordination across behavioral health and criminal justice systems within Dutchess County.

We appreciate your consideration and respectfully request approval to accept and appropriate this funding.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 51,307

Total Current Year Revenue \$ 51,307
and Source

Byrne SCIP Crisis Intervention Programming (Grant) - \$51,307

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

Identify Line Items(s):

A.3010.30890.49 - \$51,307

A.3010.4401.106 - \$51,307

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$51,307

Over Five Years: _____

Additional Comments/Explanation:

Request to accept and appropriate \$51,307 in grant funding from the NYS Division of Criminal Justice Services (Byrne SCIP Crisis Intervention Programming) to support implementation of the Sequential Intercept Model (SIM) framework. Funding will be used to procure professional services for facilitation of a countywide SIM workshop, development of a strategic action plan, and provision of technical assistance to improve coordination between behavioral health and criminal justice systems.

Prepared by: Sean Griffin, Director of Budget and Finance

Prepared On: 4/6/2026



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Dutchess County / Dutchess County Department of Mental Health	Date: 6/6/2025
Program Name: Byrne SCIP Crisis Intervention Programming	Award Amount: \$51,306.85 ¹
Signatory Name and Title: Susan Serino, County Executive	Term Dates: TBD
Email: countyexec@dutchessny.gov	Contract Number: C633229
Program Description: Funding to support Sequential Intercept Model (SIM) and a Competency to Stand Trial (CST) summit.	
The following additional information is provided as required when grants are supported with federal funding: <u>Federal Award Identification Information</u> Award Name: BJA FY 2022- 2023 Byrne State Crisis Intervention Program Formula Solicitation Federal Award Number: 15PBJA-23-GG-00026-BSCI Name of the Federal Award Agency: Bureau of Justice Assistance (BJA) Federal Award Lapse Date: 9/30/2026 Total Amount of Federal Award: \$13,313,053 Federal Fiscal Year of Funds: FFY 22-23 Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
Grant Questions	
Primary Contact Denise Crates, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.373-9657 Email: denise.crates@dcjs.ny.gov	Secondary Contact Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov

¹ The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller. This funding is provided by the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance. Grantees receiving these funds will be subject to federal rules, regulations, and reporting requirements.

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

RESOLUTION NO. 2026081

RE: AMENDING THE 2026 ADOPTED COUNTY BUDGET AS
IT PERTAINS TO THE DEPARTMENT OF HEALTH

Legislators VALDÉS SMITH, POLASEK, METZGER, ALEXANDER, ARNOFF, BRENDLI, CASWELL, DARROW, FAUST, GILES, HOUSE, KAUL, KEARNEY, LAWLER, MCHOUL, REDL, RHODES, ROLISON, SHAH, TRESCA and WINSBY offer the following and move its adoption:

WHEREAS, a recent lawsuit between the New York State Attorney General's Office and JUUL, for their role in creating and perpetuating what the United States Surgeon General has determined to be a youth vaping epidemic, has resulted in a \$56 Million settlement, and

WHEREAS, the Department of Health has advised that out of that settlement, Dutchess County's share has been determined to be \$1.1 Million, and

WHEREAS, in 2025, the County received \$428,038 and in 2026 an additional \$142,680 is expected, and

WHEREAS, under the terms of the settlement and the Attorney General's guidance, the broad category of approved uses of the settlement funds are as follows: 1) preventing youth and young adults from initiating vaping; 2) supporting community/school/college/university based anti-vaping programs; 3) help people quit vaping; 4) enforcing vaping laws and regulations; and 5) research and surveillance, and

WHEREAS, it is necessary to amend the 2026 Adopted County Budget to accept the sum of \$260,081 out of such settlement funding and provide for the receipt and expenditure of said funds, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2026 Adopted County Budget as follows:

APPROPRIATIONSIncrease

A.4010.80.4610.106	Advertising Program Costs	\$109,999
A.4010.80.4431	Educational Programs	\$113,007
A.4010.80.4160	Office Supplies	\$ 10,000
A.4010.80.4119	Educational & Promotional Supplies	\$ 26,075
A.4010.80.4623	Other Services	<u>\$ 1,000</u>
		<u>\$260,081</u>

FAMILY & HUMAN SERVICES

REVENUES

Increase

A.4010.80.95110.17	Appropriated Reserve Juul Settlement	\$169,843
A.4010.80.27700.05	Unclassified Revenue Juul	<u>\$ 90,238</u>
		<u>\$260,081</u>

CA-056-26; CRC/rjw; G-0153; 04/08/2026; Fiscal Impact: See Attached.

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK

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 12 day of May, 2026 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 12 day of May, 2026.



[Signature]
JULIE SHROISH, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

CDK County Executive

CRL County Attorney (as to form)

AR/ERC Health

HS/ERC Finance

DAB/cac Comptroller

Jm Budget

SUE SERINO
COUNTY EXECUTIVE



LIVIA SANTIAGO-ROSADO, MD, FACEP
COMMISSIONER

ANTHONY J. RUGGIERO, MPA
ASSISTANT COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF HEALTH

MEMORANDUM

To: Ron Hicks, Assistant County Executive

From: Anthony J. Ruggiero, MPA, Assistant Commissioner for Administration 

Date: April 10, 2026

Subject: **Resolution Request for May 11, 2026, Legislative Board Meeting
JUUL Settlement**

The recent lawsuit between the NYS Attorney General's Office and JUUL, for their role is creating and perpetuating what the United States Surgeon General has determined to be a youth vaping epidemic, has resulted in a \$56 million dollar settlement. Out of that amount, Dutchess County's share has been determined to be \$1.1 Million. The County received \$428,037.16 in 2025 and is expected to receive another \$142,679.05 in 2026.

This resolution request is to budget for the expected 2026 settlement funds in rev. & exp.; and appropriate funds from the 2025 reserve to expense in 2026, in the total amount of \$260,081.

Per the terms of the settlement and the Attorney General's guidance, the broad category of approved uses are as follows:

1. Prevent Youth and Young Adults from Initiating Vaping
2. Supporting Community/School/College/University Based Anti-Vaping programs
3. Help People Quit Vaping
4. Enforcing Vaping Laws and Regulations
5. Research and Surveillance

Please do not hesitate to contact me on extension 3552 if you have any questions or concerns.

Thank you.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 260,081

Total Current Year Revenue \$ 260,081
and Source
Juul Settlement funds

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 \$ 0

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

An additional \$55k will be realized in 2026 Juul Settlement funds to support allowable personnel costs to deliver the program goals. These appropriations are already budgeted.

Prepared by: _____

Prepared On: 4-10-26

2026 Juul Settlement**APPROPRIATIONS**Increase

A.4010.80.4610.106	Advertising Program costs	\$	109,999
A.4010.80.4431	Educational Programs	\$	113,007
A.4010.80.4160	Office Supplies	\$	10,000
A.4010.80.4119	Educational & Promotional Supplies	\$	26,075
A.4010.80.4623	Other Services	\$	1,000
		\$	260,081

REVENUESIncrease

A.4010.80.95110.17	Appropriated Reserve JUUL Settlement	\$	169,843
A.4010.80.27700.05	Unclassified Revenue Juul	\$	90,238
		\$	260,081

RESOLUTION NO. 2026083

RE: CONSENTING TO THE ISSUANCE BY THE DUTCHESS COUNTY
WATER AND WASTEWATER AUTHORITY OF ITS SERVICE
AGREEMENT REVENUE NOTES AND BONDS

Legislators VALDÉS SMITH and RHODES offer the following and move its adoption:

WHEREAS, the County of Dutchess, New York (the "County"), for and on behalf of the Dutchess County Water District, and the Dutchess County Water and Wastewater Authority (the "Authority"), have entered into a Service Agreement, Amended and Twentieth Restatement as of December 1, 2025, relating to an integrated water supply, purification and distribution system (the "Service Agreement"), and

WHEREAS, the Authority proposes to issue notes and bonds not to exceed \$21,875,700 (the "Notes and Bonds") to finance the project costs associated with improvements to the Quaker Hill Water System and provide an interconnection between the Quaker Hill Water and the Hyde Park Regional Water Systems, which will also provide an interconnection to the Dutchess Estates and South Cross communities, as well as allow for the connection of each property along the route, and

WHEREAS, these improvements will provide a new water supply source for the Quaker Hill and Dutchess Estates Water Systems to replace groundwater wells that have been impacted by PFAS as PFOS contamination, and replace the water treatment facilities at Quaker Hill, South Cross and Dutchess Estates Water Systems, which have been impacted by aging infrastructure, and

WHEREAS, Section 5.2(a) of the Service Agreement requires the consent of the County to the issuance of such Notes and Bonds, now, therefore, be it

RESOLVED by the County Legislature of the County of Dutchess, New York, as follows:

Section 1. The County of Dutchess, New York hereby consents to the issuance by the Dutchess County Water and Wastewater Authority of its Notes and Bonds provided that the aggregate principal amount of the Notes and Bonds does not exceed \$21,875,700. The County of Dutchess further consents to the inclusion in the Service Fee provided by Section 5.2 of the Service Agreement of debt service on the Notes and Bonds.

Section 2. This resolution takes effect immediately.

CA-048-26; CRC/rjw; G-0964; 04/06/2026; Fiscal Impact: See Attached.

STATE OF NEW YORK

COUNTY OF DUTCHESS

APPROVED

Susan J. Serino

SUSAN J. SERINO
COUNTY EXECUTIVE

May 19, 2026

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 15 day of May, 2026, 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 15 day of May, 2026.



[Signature]
JULIA SHIROISHI, CLERK OF THE LEGISLATURE

COORDINATION

Initialing indicates information only:

S County Executive

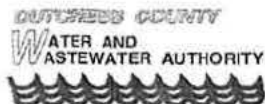
CRC County Attorney (as to form)

JC/CRC WWA

HS/CRC Finance

DAB/CRC Comptroller

Chen Budget



WELMORANDUW

To: Sue Serino, County Executive

From: Jonathan Churins, Executive Director
Dutchess County Water & Wastewater Authority
1 Lagrange Avenue
Poughkeepsie, NY 12603
845-486-3601 845-486-3656 FAX
jchurins@dutchessny.gov

Subject: Resolution Request

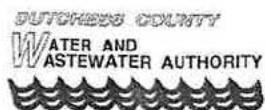
Date: March 24, 2026

Please find attached a Resolution Request Form and Fiscal Impact Statement. The purpose of the requested resolution is to obtain County consent to the issuance of Notes and Bonds in an aggregate amount not to exceed \$21,875,700 on behalf of Quaker Hill Water System (County Water District Zone of Assessment U), Dutchess Estates Water (County Water District Zone of Assessment 029A&B), South Cross Water (County Water District Zone of Assessment 030), and North Park Water (County Water District Zone of Assessment 031). The purpose of the Notes and Bonds is to fund improvements to the Quaker Hill Water System and provide an interconnection between the Quaker Hill Water and the Hyde Park Regional Water Systems. The improvement will also provide an interconnection to the Dutchess Estates and South Cross (Golden Meadows) communities, as well as allow for the connection of each property along the route. This will provide a new water supply source for the Quaker Hill and Dutchess Estates Water Systems to replace groundwater wells that have been impacted by PFAS and PFOS contamination, and replace the water treatment facilities at Quaker Hill, South Cross and Dutchess Estates Water Systems, which have been impacted by aging infrastructure.

Debt service on the Notes and Bonds will become a component of the County Service Fee payable by the County to the Authority pursuant to the Service Agreement by and between the County on behalf of the County Water District and the Dutchess County Water and Wastewater Authority, Dated June 1, 1998, Amended and Twentieth Restatement as of December 1, 2025. The County will generate the revenues necessary to pay this component of the Service Fee by levying benefit assessments against all properties within the County Water District Zones of Assessments U, 029A&B, 030 and 031.

Included with the resolution request is Resolution2023110, which may provide guidance on previous adopted resolutions of past requests.

Cc: Jason Teed, PE, DCWWA
Jessica White, Budget Director
Michele Belmonte, Budget Office
Tiffanie Massey, Budget Office
Cullen O'Shea, Budget Office



A. Gregg Pulver, Deputy County Executive
Eoin Wrafter, Assistant County Executive
Ben Traudt, Director of Legislative Affairs
Colleen Pillus, Communications Director
Rachel Whispell, Office of the County Attorney
Michelle Robison, Office of the County Attorney
Christian R. Cullen, Office of the County Attorney

Encl: Resolution Request
Financial Impact Statement
Example, Resolution2023110

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: Jonathan Churins, DCWWA

Prepared On: 3/10/2026

RESOLUTION NO. 2026084

RE: APPOINTMENT TO WATER AND WASTEWATER AUTHORITY

Legislators VALDÉS SMITH, METZGER, DARROW and LAWLER offer the following Resolution and move its immediate adoption:

WHEREAS, there exists a vacancy on the Board of the Dutchess County Water and Wastewater Authority, and

WHEREAS, Section 1123 of the Public Authorities Law provides that one member of the Dutchess County Water and Wastewater Authority shall be jointly appointed by the County Executive and the Chairman of the County Legislature, subject confirmation by the County Legislature, and

WHEREAS, the County Executive and the Chair of the County Legislature have jointly appointed Jennifer Cannella, of Poughkeepsie, New York, as a member of such authority; now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby ratify and confirm the appointment of Jennifer Cannella, of Poughkeepsie, New York, as a member of the Dutchess County Water and Wastewater Authority for an unexpired term effective immediately and continuing December 31, 2029.

APPROVED

Susan J. Serino

SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK

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 12 day of May, 2026, 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 12 day of May, 2026.



[Signature]
JULIAN HIROISI II, 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: Yvette Valdes Smith Prepared On: 04/14/26

ENVIRONMENT

RESOLUTION NO. 2026086

RE: LOCAL LAW NO. 3 OF 2026, A LOCAL LAW REQUIRING FOOD
SERVICE ESTABLISHMENTS TO PROVIDE SINGLE-USE
FOODWARE AND CONDIMENT PACKETS ONLY UPON REQUEST

Legislators KAUL, VALDES SMITH, MUNN, ALEXANDER, BRENDLI, DRAGO,
KEARNEY, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move
its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopted Local Law No. ____
of 2026, which has been submitted this date for consideration by said Legislature.

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 28, 2026

STATE OF NEW YORK
COUNTY OF DUTCHESS

SS:

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 11 day of May, 2026, 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 12 day of May, 2026.



[Signature]
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

RESOLUTION NO. ____ 2026

LOCAL LAW NO. ____ OF 2026

COUNTY OF DUTCHESS

**A LOCAL LAW REQUIRING FOOD SERVICE ESTABLISHMENTS TO PROVIDE
SINGLE-USE FOODWARE AND CONDIMENT PACKETS ONLY UPON REQUEST**

BE IT ENACTED by the County Legislature of the County of Dutchess, State of New York, as follows:

SECTION 1. TITLE

This law shall be known as the "Dutchess County Single-Use Foodware Reduction Law. "

SECTION 2. LEGISLATIVE INTENT AND FINDINGS

Dutchess County has taken significant steps in environmental stewardship, including banning polystyrene foam disposable food service ware through Local Law No. 5 of 2017 and plastic bags through Local Law No. 6 of 2018. The County has further demonstrated its commitment to waste reduction through an amendment to the 2025 budget that allocates funding for a comprehensive waste reduction study.

Waste generation has been steadily increasing in Dutchess County, and New York State faces an imminent waste management crisis. The state's remaining landfills are projected to have only 16 years of capacity.

The Dutchess County Legislature finds that single-use foodware items, including plastic utensils, napkins, condiment packets, and beverage accessories, contribute significantly to environmental pollution and waste. The United States uses over 100 million plastic utensils daily and discards billions of single-use condiment packets annually, with most ending up in landfills, incinerators, or as litter in waterways and natural areas. Plastic production relies on fossil fuels, and plastic waste takes centuries to decompose while breaking down into harmful microplastics that threaten drinking water supplies, wildlife, ecosystems, and potentially human health. Less than 10 percent of all plastics produced have been recycled, while nearly 80 percent have ended up in landfills or the environment.

By making single-use foodware items available only upon request, this law aims to reduce unnecessary waste, conserve resources, decrease pollution, and empower consumers to make environmentally conscious choices.

This law will also help local businesses, particularly small businesses, reduce costs associated with providing unrequested single-use items. These cost savings can be significant - businesses can save hundreds to thousands of dollars annually by eliminating unnecessary single-use items, reducing their operational expenses while also contributing to environmental protection.

The Dutchess County Legislature recognizes that sustainable change is best achieved through collaboration, education, and positive incentives rather than punitive measures. This law is designed to support food service establishments in their transition to more sustainable practices.

This law is intended to reduce the amount of waste produced in the county, protect and enhance the natural environment of Dutchess County, preserve its resources for current and future generations, and benefit the health, safety, and welfare of County residents.

SECTION 3. DEFINITIONS

As used in this law, the following terms shall have the meanings indicated:

"Beverage stirrer" shall mean a device primarily intended to be used to mix beverages.

"Beverage splash stick" shall mean a device primarily intended to be used to keep heat and liquid from escaping a lidded cup.

"Condiment packet" shall mean an individual single-service container, sealed by the manufacturer, containing a sauce or other substance used to enhance the flavor of food, including but not limited to, mustard, ketchup, mayonnaise, soy sauce, hot sauce, salt, pepper, and salad dressing.

"Dine-in" shall mean food or beverage provided by a food service establishment to be consumed on the premises.

"Food service establishment" shall mean any establishment located within the County of Dutchess and permitted by the County of Dutchess that sells or provides prepared food or beverages for consumption on or off its premises, including but not limited to restaurants, cafes, bars, take-out food operations, caterers, cafeterias, and mobile food vendors. Food service operations regulated by the New York State Department of Agriculture & Markets are exempt from this law for practical and jurisdictional reasons.

"Plastic" shall mean a synthetic material made from organic polymers, including, but not limited to, polypropylene and polystyrene, that can be molded into shape while soft, and then set into a rigid or slightly elastic form.

"Self-service station" shall mean a designated area or mechanical dispenser in a food service establishment where customers may help themselves to single-use foodware or condiment packets.

"Single-use foodware" shall mean any eating utensil or other item used as part of food or beverage service that is designed and intended by the manufacturer for only one use before being discarded, including, but not limited to, forks, spoons, sporks, knives, chopsticks, beverage straws, beverage stirrers, beverage splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup sleeves, beverage trays, beverage lids, empty plates, empty bowls, and empty cups. For the

purposes of this law, "single-use foodware" does not include containers actively holding food or beverages, such as plates, bowls, and cups.

"Take-away" shall mean food or beverage provided by a food service establishment or retail food store to be consumed off the premises, including same-day delivery or same-day pickup of food and beverages.

"Third-party food delivery service" shall mean any website, mobile application, or other internet service that offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same-day pickup of food and beverages from, a food service establishment; and that is owned and operated by a person other than the person who owns such food service establishment.

SECTION 4. RESTRICTIONS ON SINGLE-USE FOODWARE AND CONDIMENT PACKETS

A. No food service establishment or retail food store shall provide single-use foodware, or condiment packets to any dine-in or take-away customer, whether directly to such customer or through a third-party food delivery service, unless the customer requests such single-use foodware or condiment packets.

B. Notwithstanding requests for single-use foodware or condiment packets by any dine-in or take-away customer, no food service establishment shall provide, in a self-service station or otherwise, single-use foodware or condiment packets that are bundled or packaged in a manner that prohibits a dine-in or take-away customer from taking only the type of single-use foodware item or condiment packet desired.

SECTION 5. ORDERING OPTION REQUIREMENTS

A. Food service establishments that supply single-use foodware or condiment packets shall provide options to allow a customer to affirmatively request applicable single-use foodware or condiment packets when ordering dine-in or take-out food and beverages across all ordering or point of sale platforms, including through in-person, telephone, and electronic orders.

B. For electronic orders, the default selected option shall be that no single-use foodware or condiment packets are requested.

C. The food service establishment shall coordinate with any third-party food delivery service, as necessary, to prompt the customer to affirmatively request single-use foodware or condiment packets as applicable.

SECTION 6. NOTIFICATION REQUIREMENT

A. Each food service establishment that provides single-use foodware and/or condiment packets shall post at least one sign in a location easily visible to each customer which shall state:

"PLEASE ASK FOR SINGLE-USE FOODWARE ITEMS AND CONDIMENT PACKETS."

Items mentioned above that are not offered by the establishment shall not be included in signage.

B. Such a sign shall be posted in a conspicuous area on the premises in a manner that is clearly visible to customers approaching a point of service.

C. The sign shall be at least two inches by seven inches, and text on the sign shall be no smaller than 21-point font size and in a contrasting color to the background.

D. Signs shall be protected from tampering, damage, removal, or concealment.

SECTION 7. EXEMPTIONS

The following situations are exempt from the restrictions set forth in this law:

A. Food service establishments may allow customers to access a self-service station for single-use foodware and/or condiment packets, provided that such items are not bundled or packaged together in a manner that prohibits a customer from taking only the type desired.

B. For take-away orders, food service establishments and/or third-party food delivery services may choose to include specific single-use foodware, such as beverage lids and beverage trays, in order to prevent spills and ensure safety.

C. Food service establishments may provide single-use foodware or condiment packets that are prepackaged with or attached to any food or beverage products by the manufacturer prior to receipt by the food service establishment.

D. Food service establishments may provide single-use foodware or condiment packets with free or reduced-price meals as part of a charitable program or donation, including, without limitation, free or reduced-price meals provided by school systems, homeless shelters, and programs that deliver meals.

E. Food service establishments may provide single-use foodware items or condiment packets pursuant to a state of emergency declared by appropriate authorities.

F. Hospitals, health-care facilities, and congregate care facilities (including nursing homes, assisted living facilities, hospice facilities, rehabilitation facilities, correctional facilities, and residential treatment centers) may provide single-use foodware or condiment packets, including those that are bundled or packaged together, to their patients and/or residents.

SECTION 8. COMPLIANCE ASSISTANCE

The Department of Health, in coordination with the County Executive's office, shall develop and distribute multilingual resources and materials to assist business owners in complying with this law.

SECTION 9. ENFORCEMENT

A. **Authority.** The Commissioner of the Department of Health shall have oversight of this law and is authorized to promulgate rules and regulations and to take any action reasonable and necessary to ensure compliance, including providing assistance, investigating potential violations, and entering the premises of any establishment during business hours. Enforcement shall be administered in accordance with the Dutchess County Sanitary Code enforcement process.

B. Progressive Compliance.

1. *Implementation Period.* During the first eighteen (18) months following the effective date of this law, the Department shall focus exclusively on education and outreach. No penalties shall be assessed during this period. An establishment found to be out of compliance shall receive a Compliance Assistance Notice identifying the applicable requirements and shall be provided a follow-up visit to verify compliance.
2. *Penalty Recommendation.* No later than fifteen (15) months following the effective date of this chapter, the Commissioner shall submit to the Chair of the Legislature a recommendation regarding the imposition of penalties for noncompliance and the appeal process, so that such penalties and the appeal process may take effect upon the expiration of the implementation period.
3. *Full Enforcement.* Upon the expiration of the implementation period, the Department of Health shall enforce and administer the requirements of this chapter, including the imposition of any penalties and the appeals process adopted pursuant to subdivision B (2) of this section.

SECTION 10. SEQRA DETERMINATION

It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 0101 et seq., and its implementing regulations, Part 617 of 6 NYCRR, that the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c)(20) and (27) of 6 NYCRR, and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required.

SECTION 11. APPLICATION

This Local Law shall apply to all actions occurring on or after the effective date of this law.

SECTION 12. SEVERABILITY

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

SECTION 13. REVERSE PREEMPTION

This article shall be null and void on the day that statewide law goes into effect, incorporating either the same or substantially similar provisions as are contained in this Article, or in the event that a pertinent state agency issues and promulgates regulations preempting such action by the County of Dutchess. The County Legislature may determine via mere resolution whether or not identical or substantially similar statewide legislation has been enacted for the purposes of triggering the provisions of this section.

SECTION 14. EFFECTIVE DATE

This local law shall become effective 180 days after its filing in the Office of the Secretary of State pursuant to the applicable provisions of the Municipal Home Rule Law and shall apply to all transactions occurring on or after such date.

**DUTCHESS COUNTY DEPARTMENT OF LAW
CAROLINE E. BLACKBURN, COUNTY ATTORNEY
County Office Building
22 Market Street
Poughkeepsie, New York 12601
Tel. (845) 486-2110 • Fax (845) 486-2002**

MEMORANDUM:

TO: AnneMarie Andrews, Executive Secretary, County Executive's Office

FROM: Caroline E. Blackburn, County Attorney 

DATE: May 27, 2026

SUBJECT: Public Hearing for a Local Law Requiring Food Service Establishments to
Provide Single-Use Foodware and Condiment Packets Only Upon Request
Resolution No. 2026086
Our File No. G-1993

The following original documents are attached: sign in sheet, opening statement, and notes on the public hearing.

CEB/rjw
Enc.

NOTES ON PUBLIC HEARING
Resolution No. 2026086
May 27, 2026

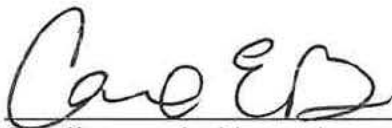
The public hearing was declared open at 10:05 a.m. by the presiding officer, Caroline E. Blackburn, County Attorney, the designated hearing officer for County Executive Susan J. Serino.

The Legal Notice invited interested parties to be heard concerning:

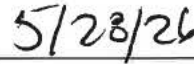
A Local Law Requiring Food Service Establishments to Provide Single-Use Foodware and Condiment Packets Only Upon Request.

Please note the appearances on the sign in sheet. There were no statements made, submissions or requests to send in written statements.

The Public Hearing was declared closed at 10:12 a.m.



Caroline E. Blackburn, County Attorney
Designated Hearing Officer for:
Susan J. Serino, Dutchess County Executive



Date

**OPENING STATEMENT
BY CAROLINE E. BLACKBURN
May 27, 2026 at 10:00 a.m.**

Good morning. I am Caroline E. Blackburn, County Attorney. As County Attorney I have been assigned to conduct this hearing on behalf of the County Executive. A summary of all oral testimony and the original documentation of any written testimony presented shall be provided to the County Executive for her review and consideration.

The purpose of this public hearing is to receive comments from the public regarding a local law enacted by the Dutchess County Legislature on May 11, 2026. This local law requires food service establishments to provide single-use foodware and condiment packets only upon request.

All those who wish to speak will be allowed 3 minutes each. You may also submit a written statement today if you wish.

All comments must be confined to the local law. I am here today to listen to you; accordingly, there will be no discussion or question and answer period.

Please note that these proceedings will be audio taped.

Please state your name and address before making a statement. If you have not already done so, please enter your name and address on our “sign-in” sheet. You will be called in the order you signed in. In order to move things along, note the names called before yours. Elected officials will be last.

Before we begin public comment, let the record show that notice of this hearing was published once in the Poughkeepsie Journal on or before May 20, 2026 and once in the Southern Dutchess News on or before May 20, 2026.

We will now open the hearing for comment.

SIGN IN SHEET # 1 OF 1

Local Law Requiring Food Service Establishments to
Provide Single-Use Foodware and Condiment Packets Only Upon Request
located at 22 Market Street, Poughkeepsie, New York 12601
PUBLIC HEARING, May 27, 2026 at 10:00 a.m.

PLEASE PRINT CLEARLY

NAME (<u>PRINT</u>)	ADDRESS (<u>PRINT</u>)	PHONE	ORGANIZATION OR AFFILIATION (IF ANY)	WISH TO SPEAK (YES OR NO)
Yvette Valdes Smith	36 Magnolia Dr. Wappingers Falls NY	845 742 7330	DC gov. Leg.	NO
Clara Masters	13 Green St. Beacon NY 12508	845-745- 2932	DC leg.	NO
Julie Shiroishi	123 E. Willow St. Beacon NY 12508	347-678 6424	DC Leg	NO
Lisa Kaul	74 Boardman Rd. Poughkeepsie, NY 12603	845- 309- 4507	DC Leg	NO

SOUTHERN DUTCHESS NEWS
NORTHERN DUTCHESS NEWS
84 EAST MAIN STREET
WAPPINGERS FALLS, NY 12590

Affidavit of Publication

TO: DUTCHESS COUNTY EXECUTIVE'S OFFICE
22 MARKET STREET
POUGHKEEPSIE, NY 12601

Re: Legal Notice # 62476 PUBLIC HEARING 5/27/26 LOCAL LAW RESOLUTION 2026086

State of NEW YORK)
) SS:
County of DUTCHESS)

The undersigned is the publisher of Southern Dutchess News, a weekly newspaper published in WAPPINGERS FALLS, NEW YORK. A notice regarding PUBLIC HEARING 5/27/26 LOCAL LAW RESOLUTION 2026086 was published in said newspaper once on 5/20/26. The text of the notice as published in said newspaper is as set forth below.

Legal Notice
Resolution 2026086
May 15, 2026
NOTICE IS HEREBY
GIVEN that a public
hearing will be held by
the County Attorney of
Dutchess County in
the County Office
Building, County At-
torney's Conference
Room, 5th Floor, 22
Market Street, Pough-
keepsie, New York, on
the 27th day of May
2026 at 10:00 a.m. on
the following Local
Law:
A LOCAL LAW RE-
QUIRING FOOD
SERVICE ESTAB-
LISHMENTS TO
PROVIDE SINGLE-
USE FOODWARE
AND CONDIMENT
PACKETS ONLY
UPON REQUEST.
At said time and place,
all parties interested
will be heard.
Dated: May 15, 2026
Poughkeepsie, NY
Susan Serino
Dutchess County
Executive

ALBERT M. OSTEN, Publisher

By: 
AUDREY SNIDER
Authorized Designee of the Publisher

Sworn to before me this 20th day of May, 2026.


NANCY HYDUKE
Notary Public, State of NEW YORK
No. 01HY6221990
Qualified in DUTCHESS County
My commission expires on September 26, 2026

AFFIDAVIT OF PUBLICATION

State of New York
County of Dutchess

A. Kolott being duly sworn, deposes and says she is the Principal Clerk of **The Poughkeepsie Journal**, Division of Gannett Newspaper Subsidiary, publishers of following newspaper and published in the County of Dutchess and the State of New York, of which annexed is a printed copy, out from said newspaper has been published in said newspaper editions dated:

05/20/2026

Subscribed and sworn to before me this 20 day of May, 2026

Notary Public
State of Wisconsin, County of Brown

Amy Kolott
Vicky Felty

VICKY FELTY
Notary Public
State of Wisconsin

919.2940

**Legal Notice
Resolution 2026086
May 15, 2026**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the County Attorney of Dutchess County in the County Office Building, County Attorney's Conference Room, 5th Floor, 22 Market Street, Poughkeepsie, New York, on the 27th day of May 2026 at 10:00 a.m. on the following Local Law:

A LOCAL LAW REQUIRING FOOD SERVICE ESTABLISHMENTS TO PROVIDE SINGLE-USE FOODWARE AND CONDIMENT PACKETS ONLY UPON REQUEST.

At said time and place, all parties interested will be heard.

Dated: May 15, 2026 Susan Serino
 Poughkeepsie, NY Dutchess County Executive
12340814

FISCAL IMPACT STATEMENT

A. ☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by the requesting department)

Total Current Year Cost \$ 0 _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one):

A. Existing
Appropriations

A. Contingency
B. Other

C. Transfer of Existing
Appropriations

B. Additional
Appropriations

(explain)

Identify Line Item(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County:

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments / Explanation:

The Department of Health will perform the education and enforcement function of this legislation within their current inspection and complaint processes and policies. There will not be the need for additional staff resources or other related costs.

Prepared by: __Lisa R. Kaul _____ Prepared On: _April 9,
2026_____

RESOLUTION NO. 2026087

RE: AMENDING THE 2026 ADOPTED COUNTY BUDGET AS IT
PERTAINS TO THE DISTRICT ATTORNEY

Legislators VALDÉS SMITH, ATKINS, ALEXANDER, ARNOFF, BRENDLI, KAUL, KEARNEY, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, the District Attorney has advised that the New York State Division of Criminal Justice Services ("DCJS") has awarded the County a grant (DCJ01-LG24-2024-Public Safety) in the sum of \$20,000 which supports the District Attorney's public safety initiatives, and

WHEREAS, the DCJS public safety grants provide resources for equipment, technology, training, community programming and protective gear intended to advance efforts to reduce crime, support community safety and strengthen the criminal justice system, and

WHEREAS, the District Attorney will use the grant award to produce a series of public safety, awareness and educational videos to be posted on social media platforms, and

WHEREAS, it is necessary to amend the 2026 Adopted County Budget to accept such funds and provide for the receipt and expenditure of said funds, now therefore, be it

RESOLVED, that the Commissioner of Finance is hereby authorized, empowered and directed to amend the 2026 Adopted County Budget as follows:

APPROPRIATIONSIncrease

A.1165.06.4610.106	Advertising Program	<u>\$20,000</u>
--------------------	---------------------	-----------------

REVENUESIncrease

A.1165.06.30890.00	Other Public Safety Gen	<u>\$20,000</u>
--------------------	-------------------------	-----------------

CA-040-26
LDF/rjw
G-0135
04/03/2026
Fiscal Impact: See Attached

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

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 11 day of May, 2026, 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 11 day of May, 2026.



[Signature]
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

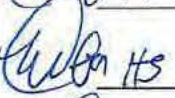
COORDINATION

Initialing indicates information only:

 County Executive

 County Attorney (as to form)

 District Attorney

 Finance

 Comptroller

 Budget



Anthony P. Parisi
District Attorney

Office of the Dutchess County DISTRICT ATTORNEY



Michael W. Brady
Chief Assistant

MEMORANDUM

Date: March 2, 2026

To: Sue Serino, County Executive

From: Anthony P. Parisi, District Attorney

Copy: Michele Belmonte, Michael W. Brady, Linda Fakhoury, Jessica Edwards, Tiffanie Massey, Cullen D. O'Shea, Colleen Pillus, A. Gregg Pulver, Michelle Robison, Benjamin Traudt, Rachel Whispell, Jessica White, Eoin Wrafter

**Re: Resolution request for New York State Department of Criminal Justice Services
Grant Project Name: DCJ01-LG24-2024 – Public Safety**

The Dutchess County District Attorney's Office respectfully requests a budget modification associated with the receipt of a grant from the New York State Division of Criminal Justice Services (DCJS). This funding supports the agency's public safety initiatives.

NYS DCJS public safety grants provide resources for equipment, technology, training, community programming, and protective gear intended to advance efforts to reduce crime, support community safety, and strengthen the criminal justice system. The grant award will be used to produce a series of public safety, awareness, and educational videos to be posted on social media platforms.

Thank you for your consideration of this request.

APP:hjo
Attachment

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 20,000

Total Current Year Revenue \$ 20,000

and Source

New York State Division of Criminal Justice Services (DCJS) public safety program

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

Identify Line Items(s):

A.1165.06.4610.106 Advertising Programs - \$20,000

A.1165.06.30890.00 Other Pub Safety General - \$20,000 Revenue

Related Expenses: Amount \$ 20,000

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$ 0

Over Five Years: _____

Additional Comments/Explanation:

This resolution is to add New York State Division of Criminal Justice Services (DCJS) public safety program awarded grant funds to the 2026 budget.

NYS DCJS public safety grants provide resources for equipment, technology, training, community programming, and protective gear intended to advance efforts to reduce crime, support community safety, and strengthen the criminal justice system. The grant award will be used to produce a series of public safety and educational videos to be posted on social media platforms.

Prepared by: Heidi Owens Prepared On: 3/2/2026

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Division of Criminal Justice Services 80 Swan Street 10th Floor Albany, NY 12210	BUSINESS UNIT/DEPT ID: DCJ01 1090000 CONTRACT NUMBER: DCJ01-T00418GM-1090000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME: DUTCHESS COUNTY OF	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002431 Federal Tax ID Number: 146002566	PROJECT NAME: DCJ01-LG24-2024 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: DEPT OF BEHAVIORAL & COMMUNITY HEALTH DISTRICT ATTORNEY'S OFFICE 85 CIVIC CENTER PLAZA 236 MAIN ST POUGHKEEPSIE, NY 12601 CONTRACTOR PAYMENT ADDRESS: 22 MARKET ST POUGHKEEPSIE, NY 12601 ☐ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: 22 MARKET ST POUGHKEEPSIE, NY 12601 ☐ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: jforte@dutchessny.gov	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 04/01/2025 To: 03/31/2026 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (Fixed Term – enter current period amount; Simplified Renewal – enter cumulative amount to date; Multi-year – enter total projected amount of the contract): CURRENT: \$20,000.00 AMENDED: \$0.00 FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- ☒ Appendix A
- ☒ Attachment A:
 - ☒ A-1 Agency Specific Terms and Conditions
 - ☒ A-2 Program Specific Terms and Conditions
 - ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- ☒ Attachment B:
 - ☒ B-1 Expenditure Based Budget
 - ☐ B-2 Performance Based Budget
 - ☐ B-3 Capital Budget
 - ☐ B-4 Net Deficit Budget
 - ☐ B-1(A) Expenditure Based Budget (Amendment)
 - ☐ B-2(A) Performance Based Budget (Amendment)
 - ☐ B-3(A) Capital Budget (Amendment)
 - ☐ B-4(A) Net Deficit Budget (Amendment)
- ☒ Attachment C: Work Plan
- ☒ Attachment D: Payment and Reporting
- ☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

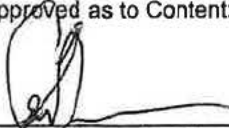
IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.	
In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions. CONTRACTOR: <u>DUTCHESS COUNTY OF</u> By: <u>Serlino Sue</u> Printed Name Title: <u>County Executive</u> Date: <u>02/09/2026</u>	In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract. STATE AGENCY: _____ By: _____ Printed Name Title: _____ Date: _____
ATTORNEY GENERAL'S SIGNATURE APPROVED AS TO FORM By: _____ Printed Name Title: _____ Date: _____	STATE COMPTROLLER'S SIGNATURE By: _____ Printed Name Title: _____ Date: _____

Approved as to Form:

Approved as to Content:

Accepted: County of Dutchess

County Attorney's Office



District Attorney's Office

County Executives Office

OnBase File 20934 pending signatures

Contract Number:# DCJ01-T00418GM-1090000

GOVERNMENT SERVICES & ADMINISTRATION

RESOLUTION NO. 2026088

RE: LOCAL LAW NO. 2 OF 2026 AMENDING LOCAL LAW NO. 2 OF
2024 REGULATING HAZARDOUS POLLUTION SOURCES IN
PROXIMITY TO PUBLIC WATER SUPPLY SOURCES, AQUIFERS
AND WETLANDS

Legislators MUNN and POLASEK offer the following and move its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopted Local Law No. ____
of 2026, which has been submitted this date for consideration by said Legislature.

CA-050-26

CRC/rjw

G-1910

04/07/2026

Fiscal Impact: See Attached.

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE
Date May 28, 2026

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 11 day of May, 2026, 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 12 day of May, 2026.



[Signature]
JULIE SHROISI II, CLERK OF THE LEGISLATURE

GOVERNMENT SERVICES & ADMINISTRATION

LOCAL LAW NO. ____ OF 2026

AMENDING LOCAL LAW NO. 2 OF 2024 REGULATING HAZARDOUS
POLLUTION SOURCES IN PROXIMITY TO PUBLIC WATER SUPPLY
SOURCES, AQUIFERS AND WETLANDS

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF DUTCHESS,
STATE OF NEW YORK AS FOLLOWS:

SECTION 1. Local Law No. 2 of 2024 Section 3: Prohibited Conduct, Subsection A. Dutchess
County Local Separation Requirements, page 4, 4th listed item which currently reads as follows:

“Commercial car wash unless all waste waters from such activity
are lawfully disposed through a connection to a publicly owned
treatment works facility”

Shall be amended to read as follows:

“Commercial car wash unless all waste waters from such activity
are lawfully disposed through a connection to a publicly owned
treatment works facility or unless all waters from such activity are
recycled through a closed loop water reclaim system with zero
discharge to surface or ground waters”

SECTION 2. SEQRA DETERMINATION

It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 8-0101 et seq., and its implementing regulations, 6 NYCRR Section 617, that the adoption of this local law is an Unlisted Action within the meaning of 6 NYCRR Section 617.2(al). Attached hereto and made a part hereof is a Full Environmental Assessment Form developed by the New York State Department of Environmental Conservation and completed by the County of Dutchess, which assesses the potential for adverse environmental impact which may be posed by the adoption of this local law. As documented in its Full Environmental Assessment Form, it is hereby determined that the adoption of this local law poses no significant adverse environmental impacts.

SECTION 3. EFFECTIVE DATE.

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

COORDINATION

Initialing indicates information only:

 County Executive

 County Attorney (as to form)

 Health Department

 Budget

SUE SERINO
COUNTY EXECUTIVE



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

DUTCHESS COUNTY GOVERNMENT

April 28, 2026

Honorable Yvette Valdés Smith, Chair
Dutchess County Legislature
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dear Chair Valdés Smith:

I write to request your assistance with two matters concerning Local Law No. 2 of 2024. This request is made in light of the Dutchess County Department of Health's promulgation of applicable rules and regulations, the development of its associated implementation policy, and the completion of a one-year retrospective review evaluating the law's practical effects.

First, I request your consideration of a targeted amendment to address an omission that was not reasonably anticipated during the drafting and legislative deliberation process. Second, I request your collaboration in undertaking a comprehensive review of the local law to ensure that it effectuates the Legislature's intent, conforms with applicable land use principles, state regulatory standards, and affords appropriate procedural due process in both its administration and enforcement.

As you are aware, the County Legislature adopted Local Law No. 2 of 2024 (the "Aquifer Law"), entitled "Regulating Hazardous Pollution Sources in Proximity to Public Water Supply Sources, Aquifers, and Wetlands." The stated purpose of the Aquifer Law is to protect public water supply resources through the establishment of separation distances prohibiting specified contaminant sources in proximity to public water supply wells, wetlands, and aquifers, as defined therein. The law further restricts the siting of new public water supply wells within prescribed distances of identified contaminant sources.

Pursuant to the Aquifer Law, the Dutchess County Department of Health ("DOH") was directed to promulgate rules and regulations, including the issuance of a draft implementation policy subject to public comment. During this process, substantive concerns and interpretive questions were raised by DOH and Dutchess County Department of Planning & Development ("Planning") staff, as well as by external counsel who represent private parties impacted by the Local Law, including representatives of Cuddy & Feder and of Keane & Beane.

My first request arises from an issue identified during that process by counsel from Keane & Beane, P.C., on behalf of CarMax Auto Superstores, Inc. (see Attachment 1). Counsel asserted that, as currently written and applied, the Aquifer Law imposes an undue and unintended burden on CarMax's proposed closed-loop, zero-discharge vehicle washing system, which is designed to eliminate any risk of aquifer contamination. Counsel further noted that the law provides no mechanism for waiver or variance in circumstances where such risk is demonstrably absent.

Additionally, it was represented that the proposed project incorporates state-of-the-art environmental safeguards, while advancing the redevelopment of a long-vacant property and contributing to local economic activity. The project received approval from the Town of Wappinger Planning Board in 2023; however, it was subsequently delayed during DOH permitting review and ultimately rendered nonviable following the enactment of the Aquifer Law on September 9, 2024.

On October 10, 2025, following discussions with Majority Caucus leadership and the sponsors of the Aquifer Law, I responded in writing to Keane & Beane (see Attachment 2). In that correspondence, I acknowledged both the specific impact on the CarMax project and broader concerns that had emerged since the law's adoption. I further indicated that, while additional analysis would be required to address other issues, the matter affecting CarMax could be appropriately resolved through a legislative amendment, and that leadership intended to advance such an amendment in the near term.

Consistent with that commitment, I hereby submit for consideration a proposed resolution to amend the Aquifer Law to address the omission of closed-loop, zero-discharge systems (see Attachment 3).

My second request pertains to a broader, comprehensive review of the Aquifer Law, informed by concerns raised by DOH and Planning staff, correspondence from Cuddy & Feder (see Attachment 4), and findings from the retrospective review.

Based on subsequent discussions, the Commissioners of DOH and Planning concur that the law warranted a more rigorous review at the outset. Accordingly, I propose we work together and initiate a comprehensive reevaluation of Local Law No. 2 of 2024. This process should include consultation with the Legislature's Environmental Management Council and other relevant stakeholders including interested County Departments.

The objective of this review would be to determine whether repeal and replacement of the current law is warranted, and, if so, to develop revised legislation that preserves the Legislature's protective intent while ensuring consistency with established state standards, sound land use practices, and fundamental principles of due process.

Sincerely,



Sue Serino
County Executive

Attachments (4)

cc: Julie Shiroishi, Clerk of the Legislature

Attachment 1

KEANE & BEANE P.C.
ATTORNEYS AT LAW

■ **Westchester**
445 Hamilton Avenue
Suite 1500
White Plains, NY 10601
Phone 914.946.4777

■ **Mid-Hudson**
200 Westage Business Center
Suite 120
Fishkill, NY 12524
Phone 845.896.0120

■ **Long Island**
534 Broadhollow Road
Suite 460
Melville, NY 11747
Phone 631.776.5910

■ **New York City**
60 East 42nd Street
Suite 810
New York, NY 10165
Phone 646.794.5747

October 8, 2025

VIA EMAIL countyexec@dutchessny.gov
AND FIRST-CLASS MAIL

RICHARD L. O'ROURKE
Senior Counsel
ro'rourke@kblaw.com

Hon. Sue Serino
County Executive
Dutchess County Office Building
22 Market Street
Poughkeepsie, New York 12601

Re: CarMax – Aquifer Law

Dear County Executive Serino:

Keane & Beane, P.C. represents CarMax Auto Superstores, Inc. (“CarMax”) in connection with its development of a motor vehicle sales establishment in the Town of Wappinger. On behalf of CarMax, we are writing to express concern for the unintended consequences of Local Law No 2 of 2024 adopted by the Dutchess County Legislature on September 9, 2024 (“Aquifer Law”). On its face, the Aquifer Law is a forward-thinking legislation to protect and preserve the water quality of the aquifers that serve as drinking water for much of Dutchess County. However, as applied, the Aquifer Law has resulted in a significant hinderance to the development of a state-of-the-art facility by a national company seeking to invest in and bring jobs to Dutchess County. Specifically, despite the inclusion of a state-of-the-art, meticulously designed, closed-loop, zero discharge car wash at the proposed CarMax dealership approved by the Town of Wappinger Planning Board in 2023, the Aquifer Law has threatened to prevent the construction of the CarMax facility because the Aquifer Law provides no flexibility for systems of this kind. Thus, we are advocating for an amendment to the Aquifer Law to provide flexibility that will achieve a balance between continued economic development and the protection of Dutchess County’s aquifers.

The Aquifer Law

The stated purpose of the Aquifer Law is to protect water supply resources in Dutchess County from the introduction of potential contamination. To achieve this goal, the Aquifer Law establishes separation requirements between “contaminant sources” and public water supply wells, wetlands and aquifers. Several “contaminant sources” are included within the scope of the Aquifer Law, including a “commercial car wash unless all waste waters from such activity are lawfully disposed through a connection to a

Hon. Sue Serino
Dutchess County Executive
October 8, 2025
Page 2

publicly owned treatment works facility.” This “contamination source” must be located no less than 1,500 feet from an existing public water supply well, wetland or aquifer.

As it relates to car washes, the Dutchess County Legislature states in Section 1 of the Aquifer Law that “Water run-off from commercial car washes also contain numerous hazardous substances that can contaminate groundwater. Dirty water containing soap, detergents, residue from vehicles containing gasoline, and motor oils can wash off cars and can enter the ground water by way of a subsurface absorption bed or flow to storm drains and end up in neighboring wetlands and aquifers.”

Without any discredit to the important goals of the Aquifer Law, the breadth of the regulatory ambit cast by the Law and the lack of any waiver or variance procedure established to reduce or eliminate the separation requirement has posed a significant (and we believe, unintended) hardship on at least one project – the CarMax motor vehicle sales establishment in the Town of Wappinger. Significantly, the car wash designed for CarMax does not result in any of the contamination risks that the Dutchess County Legislature spoke of in Section 1 of the Aquifer Law. As described below, the CarMax car wash is a closed loop system which means there is zero discharge. Therefore, there is no water running off vehicles and entering the ground water “by way of a subsurface absorption bed or flow to storm drains” or any other means of discharge proposed at the CarMax car wash. Thus, to account for the fact that there are designs and technology to allow car washes to exist without risks of contamination to the aquifers or groundwater, we respectfully submit that amendments to the Aquifer Law are warranted to allow some flexibility in the implementation so that good, economic drivers which pose no risk of contamination to the aquifers are not caught in this web.

CarMax – 1105-1115 Route 9, Town of Wappinger

In March 2022, CarMax submitted applications to the Town of Wappinger Planning Board seeking approvals for the construction of an auto sales establishment on a 7.5-acre property located at 1105-1115 Route 9 in the Town’s HB Highway Business Zoning District (the “Property”). The applications were approved by the Planning Board in August 2023. After receiving the approvals, CarMax closed on its acquisition of the Property for approximately \$4 Million. This Property is the site of the former Plant Depot and had been abandoned for several years prior to CarMax’s acquisition. At the same time, CarMax also set out to complete all conditions of approval set forth in the Planning Board’s resolution, including receipt of “outside agency” approvals such as NYS Department of Transportation, NYS Department of Environmental

Hon. Sue Serino
Dutchess County Executive
October 8, 2025
Page 3

Conservation, and Dutchess County Department of Health (“DOH”). DOH approval was needed for the installation of a septic system and re-establishment of a public water supply on the Property. The septic system was required to go through a two-phase approval procedure that involved installation of a fill pad followed by design approval by DOH. DOH issued approval for the installation of the fill pad in May 2024 (4 months prior to the adoption of the Aquifer Law). However, CarMax could not receive the necessary demolition and grading permits from the Town since CarMax had not yet received final sign off from DOH. That final sign off could not occur until after the installation of the fill pad. Since CarMax was caught in a Catch 22, we returned to the Planning Board in August 2024 to seek a modification of its resolution to allow the demolition and grading permits to issue prior to CarMax securing final project approval from DOH. That modification was granted in September 2024. By February 2025, the Town of Wappinger was ready to issue the necessary permits to CarMax to allow for the installation of the fill pad. Since that time, the fill pad has been installed and approved by DOH. However, in April 2025 CarMax’s professional engineering team was notified by DOH of the Aquifer Law which would have an impact on DOH’s ability to issue final project approval. It was at this time that we learned of the Aquifer Law’s adoption and its impact on the CarMax project.

CarMax will include a car wash and the re-establishment of a public water supply. There is no municipal water or sewer system available in this location in the Town of Wappinger. The public water supply well will be located less than 1,500 feet from an existing contaminant source (the car wash at the Volvo/VW dealership on Route 9), but the Aquifer Law provides an opportunity to seek a waiver to allow this new public water supply.

The CarMax car wash is a different story. There are no opportunities to seek a waiver or variance to reduce the separation distance required for a new “contaminant source.” CarMax cannot operate an auto sales establishment without a car wash, so without the ability to construct the proposed car wash, the CarMax facility will not be viable.

CarMax Car Wash – Smithtown Case Study

The CarMax car wash is a fully recycled, closed loop system. What this means is, as it operates, it treats and reuses wastewater from the carwash. The treated water, although non-potable, is clean enough for use in the carwash. A copy of a letter dated May 15, 2025, prepared by CarMax’s Senior Environmental Manager, is enclosed with this letter as **Exhibit A**. This memorandum provides a full description of the proposed closed-loop car wash and demonstrates that there will be no discharge or water run-off from

Hon. Sue Serino
Dutchess County Executive
October 8, 2025
Page 4

the car wash on the Property and therefore, no contamination of the aquifer. This includes the proposed underground reclaim tanks that will hold the recycled water for the car wash. We note that the Aquifer Law identifies “underground chemical or petroleum storage tanks used in commercial applications” as another contaminant source but does not define “chemical” or “commercial applications.” Certainly, a tank holding recycled water should not be classified as a contaminant source under this category. What is clear is that this cannot be the type of car wash envisioned by Dutchess County Legislature when it included commercial car washes as a regulated contaminant source.

CarMax designed and constructed a car wash facility in full compliance with all permitting and approvals required by the County of Suffolk and Town of Smithtown, New York. As commonly known, the drinking water supply for millions of residents of Long Island is freshwater aquifers. This sole source of drinking water is carefully protected by rigorously enforced regulations by Suffolk County and its Municipalities.

The CarMax facility approved by the Town of Wappinger Planning Board is no less protective of the aquifer beneath Dutchess County than the legislative enactments of Suffolk County. In fact, the wash system’s use, design, components, and operation are the same for Wappinger as approved in Smithtown, Suffolk County. The CarMax washing facility approved, built, and operating in Suffolk has a fully closed-loop water Reclaim System that eliminates potential contaminants from the car wash. Importantly, the car washes in Smithtown and that proposed for Wappinger have the same use restriction: they are limited to internal use only (non-customer) as part of its standard process.

The wash system recycles non-hazardous wastewater involving no discharges—there is NO discharge of wash water or rinse water to the ground in any way. There are no leaching pools, storm drains, dry wells, cesspools, or discharge onto the surface or into the ground.

The Legislative Intentions of the Counties of Suffolk and Dutchess are identical: to protect groundwater in aquifer and wetlands that serve as a sole source of drinking water for its residents. The state-of-the-art facility of CarMax meets and satisfies the legislative intentions of Suffolk and Dutchess.

It is respectfully urged that Dutchess align its legislation and regulatory implementation with that of Suffolk County. The Car Max facility allows for quality, robust economic development on a property long fallow because of no municipal utility infrastructure

Hon. Sue Serino
Dutchess County Executive
October 8, 2025
Page 5

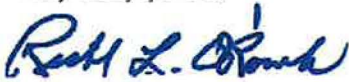
being available. 1105–1115 Route 9, Wappinger, NY has limited alternatives, as evidenced by the long period of no development. The CarMax facility has already undergone several years of environmental review and meets the legislative intention of the County of Dutchess Aquifer Law. It should be allowed to proceed.

The details and plans of the Car Max facility and the approvals by the Suffolk County Department of Health are annexed as **Exhibit B**.

We respectfully urge that Dutchess County amend the Aquifer Law and its implementing regulations to allow CarMax to proceed.

Thank you for your consideration.

Very truly yours,



Richard L. O'Rourke

Enclosures

cc: Anthony J. Ruggiero, Assistant Commissioner, DOH *(via email)*
Ron Hicks, Assistant County Executive *(via email)*
Steve Hudak, CarMax *(via email)*
Abigail Bartalo, CenterPoint *(via email)*
Caryn Mlodzianowski, Bohler Engineering *(via email)*

EXHIBIT A



12800 Tuckahoe Creek Parkway • Richmond, VA 23238

May 15, 2025

Duchess County
Department of Health
85 Civic Center Plaza, Suite 106
Poughkeepsie, NY 12601

RE: Proposed closed-loop carwash
CarMax 6093, Wappinger, New York

To Whom it May Concern:

CarMax intends to operate a carwash for internal use (non-customer) as part of our standard vehicle reconditioning process at the proposed CarMax 6093 at 1105-1115 Route 9, Wappinger, New York 12524. According to Local Law 2 of 2024 entitled "Regulating Hazardous Pollution Sources in Proximity to Public Water Supply Sources, Aquifers, and Wetlands" ("Aquifer Law"), commercial carwashes are not permitted within 1,500 feet of a water supply well, unless all wastewater from such activity are lawfully disposed of through a connection to a publicly owned treatment works (POTW) facility. One water supply well is located on the subject property, approximately 280 feet northwest of the proposed carwash. There are no locations on the property which would allow for the carwash to be at least 1,500 feet away from the water supply well, and a connection to a POTW facility is not available. Therefore, CarMax proposes to use a fully closed-loop water reclaim system to eliminate potential contamination from the carwash to the aquifer. Details of the proposed system are provided herein.

The closed-loop water reclaim system is initially supplied with domestic water from the water supply well, but as it operates, it treats and reuses wastewater from the carwash, as well as two catch basins and a trench drain in the Sales/Service Building. The treated water is non-potable, but clean enough for use in the carwash and in the pressure washer/hose reel in the Wet Bay within the Service area of the main building on site. Domestic water is used to replace water lost to evaporation, when needed.

Wastewater passes through three 1,500-gallon, two chamber concrete reclaim tanks to settle out any solids. A fourth 5,000-gallon tank downstream of the three 1,500-gallon tanks acts as an overflow tank. Any solids that accumulate in the tanks are pumped out by a vendor and transported to an industrial waste facility. Based on operations of this system at other CarMax locations, we anticipate a pumping frequency of once every 4 to 6 months. The four concrete tanks are installed below grade and are coated externally to prevent wastewater from seeping into the ground. In addition, the three 1,500-gallon tanks are monolithic concrete with all seams above the groundwater table and are also coated internally to protect against potential contact with gasoline, oil or solvents.

As this is a closed-loop system, no wastewater is discharged into public systems or into the septic system planned for the site. If the wastewater needed to be removed from the system, it would be pumped out by a vendor and transported off-site for disposal at an industrial waste facility.

As an example of one of CarMax's operational closed-loop carwash systems, please see the attached photographs from our retail facility located at 441 Middle Country Road, St. James, New York 11780 in Suffolk County. This store opened in February of 2024.

Should you have any questions about the information herein, please contact me at 804-837-2898 or at environmental@carmax.com.

Sincerely,
CarMax Auto Superstores, Inc.

c. McClelland
Christina McClelland
Senior Environmental Manager
environmental@carmax.com

EXHIBIT B

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

GREGSON PIGOTT,
MD, MPH, COMMISSIONER

BUREAU OF ENVIRONMENTAL ENGINEERING
APPROVAL NOTICE

August 04, 2023

Bohler Engineering NY, PLLC
275 Broadhollow Road – Suite 100
Melville, NY, 11747

ATTN: Dale E. Koch, P.E.

Re: SCDHS Job No:	T-HM-22-00235
SCDHS File Reference No:	02599
SCDHS Site No:	SITE-02599-OPC

Dear Dale Koch,

The Office of Pollution Control has reviewed the application for a permit to construct a Zero Discharge System at **CarMax Auto Superstore No. 6105**, located at **441 Middle Country Road, St. James, NY, 11787**. The application was reviewed for compliance with the regulations outlined in Article 12 of the Suffolk County Sanitary Code, and has been approved for construction.

Enclosed, you will find the following:

- I. Approved Plans
- II. OPC Permit to Construct (with Addendum)

This permit, along with the approved plans, must be posted at the construction site during the installation work. **Read the Special Conditions on Page 2 of this permit document carefully.** You may contact the local building department and any fire safety enforcement office for additional requirements that may apply to your project.

Should you need assistance or have any questions regarding the review process, you may contact this office at (631) 854-2532.

Kind Regards,

A handwritten signature in black ink, appearing to read "Akin Olaofe".

Akin Olaofe
Assistant Public Health Engineer Trainee
Bureau of Environmental Engineering
Division of Environmental Quality



Public Health
Suffolk County Department of Public Health

CC: Ben Plumb, P.E., Bohler Engineering NY, PLLC
Josh Abig, CarMax Auto Superstores Inc.

Division of Environmental Quality ~ Office of Pollution Control ~ 15 Horseblock Place ~ Farmingville, NY 11738-1220
Phone (631) 854-2528

Fax (631) 854-2505

PERMIT TO CONSTRUCT

Zero Discharge Waste Water Facility

Suffolk County Department of Health Services
Gregson Pigott, MD, MPH, Commissioner

SCDHS REFERENCE # 02599
SCDHS SITE # SITE-02599-OPC
SCDHS PLAN # T-HM-22-00235

Date of Issuance: August 04, 2023
Permit Expires One Year from
the Date of Issuance *

FACILITY NAME & ADDRESS

CarMax Auto Superstores No. 6105
441 Middle Country Road
St. James, NY, 11787

Your Application for a Permit to Construct a Zero Discharge Facility for the above referenced site has been reviewed for compliance with Article 12 of the Suffolk County Sanitary Code and the Zero Discharge Wastewater System Permit Guidelines. The application has been approved. The items listed below and on the back of this Permit are conditions of this Permit and have to be observed during construction:

- I. A copy of the approved plan must be kept at the construction site. A copy of this permit must be kept on display at the facility during construction. Safe construction practices must be followed during the installation of the Zero Discharge System.
- II. The Zero Discharge facility must be constructed in accordance with the approved plan. Any changes in design, materials or use require prior written consent of both the design professional and the Office of Pollution Control. The changes must be submitted in a form that is acceptable to the Office of Pollution Control. The contractor and/or design professional are required to inform the owner that the changes are being made.
- III. The Office of Pollution Control has the right to inspect this installation at any time to verify it is being constructed in compliance with this permit.
- IV. The Zero Discharge facility must be used in the service specified in the Application for a Permit to Construct, as approved by this Office.

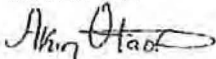
The Office of Pollution Control must be contacted at (631) 854-2532 at least **2 business days** prior to commencement of any work to arrange for the required construction inspections.

Contact the local building department and/or fire safety enforcement office for any additional requirements that may apply to your project.

The Zero Discharge facility cannot be placed into service until the Office of Pollution Control performs all required installation inspections and issues a Permit to Operate.

The Office of Pollution Control reserves the right to revoke this permit as allowable by law.

ISSUED BY:



Akin Olaofe
Bureau of Environmental Engineering
Office of Pollution Control
Division of Environmental Quality

* See the back for exceptions

**THIS PERMIT IS VALID FOR THE FOLLOWING
STORAGE FACILITIES ONLY**

SCDHS TANK #	LOCATION	VOLUME	CONTENTS	NOTE
17	Under/Out	5,000 Gallon	Waste Water (ZD)	Overflow Tank
18	Under/Out	1,500 Gallon	Waste Water (ZD)	Reclaim Tank
19	Under/Out	1,500 Gallon	Waste Water (ZD)	Reclaim Tank
20	Under/Out	1,500 Gallon	Waste Water (ZD)	Reclaim Tank
23	Above/In	750 Gallon	Waste Water (ZD)	Hyper-Filtered Water Tank
24	Above/In	750 Gallon	Waste Water (ZD)	Fresh Water Tank

For up to **90 days** after the Permit to Construct expires, the permit is renewable. The job file will remain open for that period. If the Office of Pollution Control does not receive a renewal application with the appropriate fees within the 90 days, the file will be closed and a new application for a Permit to Construct will have to be filed if the job is to be re-opened. All applicable filing fees will once again become due and payable.

Issuance of this permit does not supersede any existing agreements with, or mandates by, the Office of Pollution Control or any other government agency. The construction period does not supersede any existing compliance dates agreed to, or mandated by, the Office of Pollution Control or any other government agency. Issuance of this permit does not authorize the use of the storage facility(s) that are in violation of the Suffolk County Sanitary Code or any other government code.

SPECIAL CONDITIONS

- ⬇ The floors of all areas of the facility with drains and/or catch basins, which are connected to the Zero Discharge System or are in contact with Zero Discharge reclaim water, shall be epoxy-coated.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

JAMES L. TOMARKEN, MD, MPH, MBA, MSW
Commissioner

Guidelines for Obtaining a Zero Discharge Wastewater System Permit

Wash systems that recycle and/or hold *non-hazardous* wastewater involving *no discharges* such as vehicle wash and rental equipment wash systems must be permitted by the Suffolk County Department of Health Services. The following must be submitted to this office to apply for a zero discharge wastewater system permit:

1. An application for a *Permit to Construct for Wastewater Facility*. A check for \$1,250 made payable to "Suffolk County Department of Health Services" must accompany the application. Fees are not required for federal, state, town, village, fire district, and Suffolk County Water Authority facilities.
2. A site plan including the wash facility and all treatment and/or holding facilities along with nearby wells (within 200'), catch basins and sanitary systems. All grading and sloping in the vicinity of the wash system must be shown. Berms or other devices may be required to ensure that all wastewater is captured by the reclamation system.
3. An elevation view, flow schematic and hydraulic of all tanks, piping and equipment (must include recycle/reclaim system equipment). Make-up water lines with associated backflow prevention devices must be clearly indicated.
4. A plan view, which is site specific, showing the location of interior system equipment, chemical storage and process tanks, piping and plumbing, troughs, sumps, doorways and other entrances, alarm panels, and other appurtenances.
5. Appropriate details for all storage tanks including partial plan, sections, elevations and all other relevant details. **All wastewater tanks must be placed underground and outdoors.** Underground tanks must be traffic load bearing and to grade. Underground tanks must be set back 10 feet from foundations and 25 feet from property lines. Under extraordinary circumstances, indoor tanks may be considered if vented outdoors and placed in a cutoff room on the perimeter on the building. The design professional is responsible for showing that the cutoff room is properly vented to prevent the buildup of methane gas and odorous compounds.
6. A water balance showing all liquid movement within the system (i.e. wash water used, fresh rinse water added, wastewater reclaimed /recycled, carryout losses, evaporation losses, make-up water added, water to overflow tank, etc.). These flows must be superimposed upon a piping diagram of the wash system. The amount of wastewater anticipated to be generated per week, month, etc., must be indicated.



Public Health
Protect. Promote. Prevent.

DIVISION OF ENVIRONMENTAL QUALITY

• OFFICE OF POLLUTION CONTROL • 15 HORSEBLOCK PLACE • FARMINGVILLE, NY 11738 •
Phone (631) 854-2501 Fax (631) 854-2505

7. An overflow tank is required which will hold an adequate amount of wastewater (e.g. 30 to 60 day capacity). The tank shall have a SCDHS approved overflow alarm that is rigidly mounted in order to provide overflow warning at a level corresponding to 90% capacity and must lockout the wash equipment at 95% capacity until the alarm condition is satisfied. The sensor must be connected to an alarm panel that is equipped with audible and visual warning devices. The panel must be in a readily visible location.
8. Tanks designed to separate or hold toxic or hazardous materials, such as oil water separators or oil holding tanks, must meet the new construction standards of Article 12 of the Suffolk County Sanitary Code.
9. A treatment system operation and maintenance (O&M) manual for the recycle/wash system, where applicable.
10. All plans must be stamped by an engineer or architect licensed in the State of New York. A Certificate of Authorization to Provide Engineer Services in New York State or the enclosed Non-Applicability Statement must be included with all plan submittals.

All underground tanks must be tightness tested prior to use. The professional Engineer or Architect of record must certify that the tanks pass the leakage test. Tanks will not be considered tight if the level drops more than 1/4" in eight hours.

The system may not be placed into service until the Department of Health Services has performed completed works inspections, and has issued final approval. The department must be notified at least 2 business days prior to the desired inspection dates. The following completed works inspections are required:

- After all underground tanks and piping have been installed, and prior to any backfilling.
- After construction has been completed, and before the facility has been placed into operation.

Please be advised that there can be no discharge of wash water or rinse water to the ground in any way. This includes leaching pools, storm drains, dry wells, cesspools, and the surface of the ground. In order to discharge to the ground or to subsurface pools, a SPDES Permit must be obtained from the New York State Department of Environmental Conservation (see below).

If you have any questions, please call (631) 854-2528.

For information on obtaining a SPDES permit to discharge wastewater to a subsurface leaching system or to the surface of the ground, contact the New York State Department of Environmental Conservation at (631) 444-0365

For information on obtaining a permit to discharge to a Suffolk County Department of Public Works operated sewer system, call (631) 854-4184.

Tanks that hold toxic or hazardous materials as defined by Article 12 of the Suffolk County Sanitary Code must be permitted as toxic or hazardous material storage facilities. Call (631) 854-2540 for more information.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

GREGSON PIGOTT,
MD, MPH, COMMISSIONER

Addendum I

Zero Discharge Facility Construction Approval Completed Works Inspections

- I. The construction of the facility shall be under the supervision of an individual or firm qualified to practice Professional Engineering within the State of New York under the Education Law of the State of New York, whenever engineering services are required by such law for such purposes.
- II. Where such facilities are under the supervision of a Professional Engineer, they shall certify to the Department that the constructed facilities have been under their supervision and that the works have been completed in accordance with the approved engineering reports, plans, specifications, and permits.
- III. A minimum of **five (5) working days' notice**, in writing, of intention to begin construction must be submitted to the Department together with a construction schedule.
- IV. If construction is temporarily suspended, a revised schedule must be submitted and notice on recommencement given, in writing, a maximum of **three (3) working days** prior to construction.
- V. The owner is responsible for submitting accurate as-built drawings at the completion of the project. These drawings shall indicate exact locations and elevations of treatment equipment, piping, leaching pools, and appurtenances. All such data is to be in U.S.C. and G.S. datum. Field information is to be compiled and certified by a qualified licensed Professional Land Surveyor and/or Engineer.
- VI. An Operation and Maintenance Manual must be submitted to the Department.
- VII. All underground tanks must be tested for tightness prior to use. The Professional Engineer or Architect of Record must certify that the tanks pass the leakage test. Tanks will not be considered tight if the level drops more than **1/4" in eight (8) hours**.
- VIII. The 'High' Level Alarm shall give warning; the hose/car wash can still remain operational. However, when the 'High-High' Level Alarm is triggered, the Zero Discharge system must shut down entirely; the fresh water system shall be disabled.

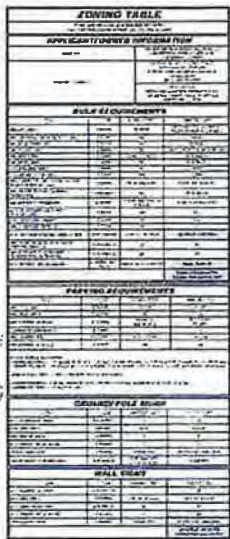


THE LIGHT MOUNTAIN

MERCHANT DRIVE

RTHAR DRIVE

MIDDLE COUNTRY ROAD



SUTTER COUNTY DEPARTMENT OF HEALTH SERVICES
CERTIFICATE OF COMPLIANCE
Approval to Construct

TOXIC/HAZARDOUS MATERIAL STORAGE

CERTIFICATE NO. **T-118-22-00235**

DATE OF EXPIRATION **09/04/2024**

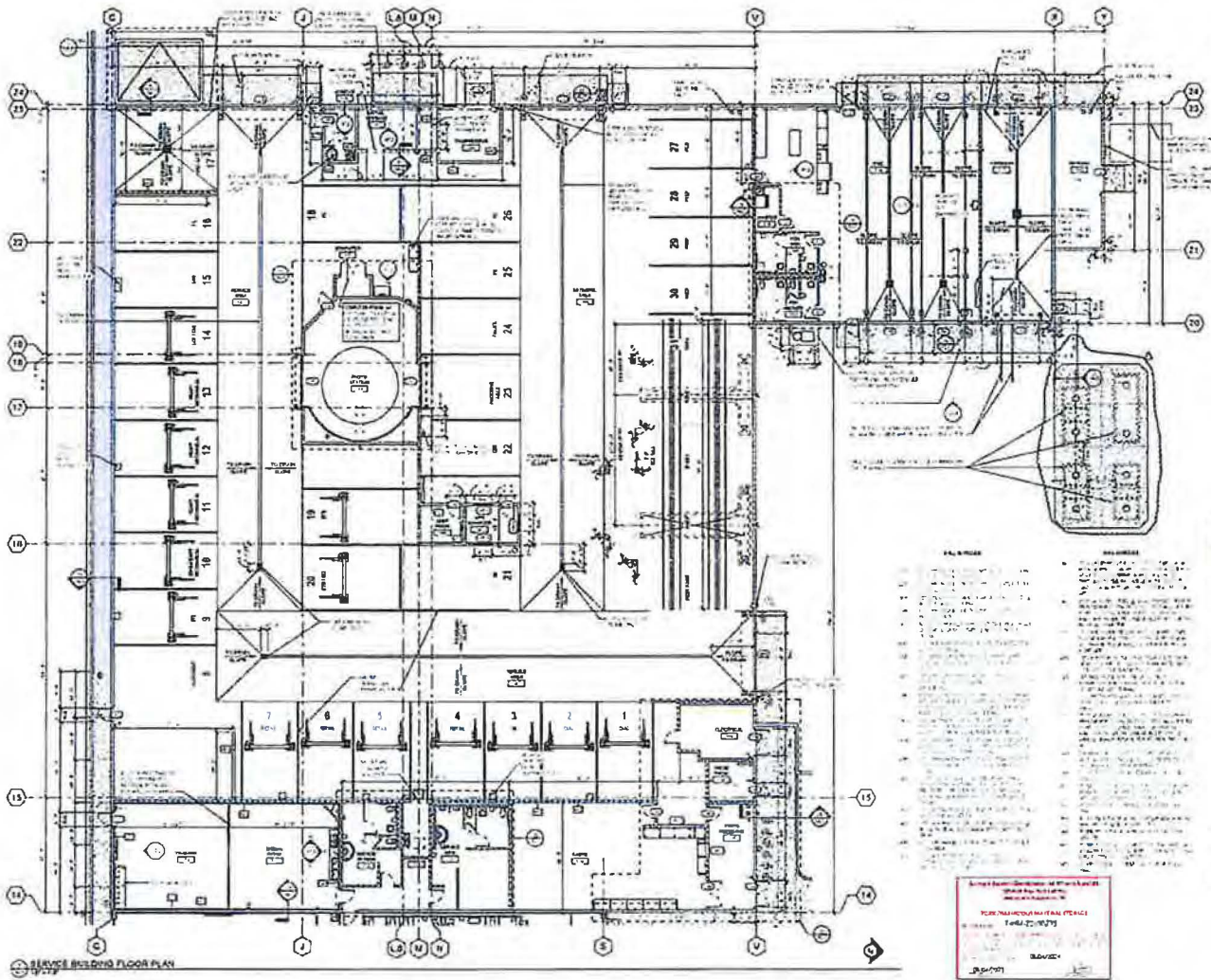
DATE OF ISSUANCE **06/04/2023**

APPROVED BY **[Signature]**



OVERALL
SITE PLAN

C-301



CHARLES
J
O'BRIEN
ARCHITECT

MSALES / A-
SERVICE



NO. 111787 FOR SOUTHWEST

DATE	2/1/82
PROJECT	MSALES / A- SERVICE
DESIGNED BY	JOE
APPROVED BY	

CARLDEX
THE AUTO SUPERSTORE

STATE: N.J.
441 N. COUNTRY RD.
SMITHSON, N.J. 07157

PROJECT NO. 20100112
DATE 2/1/82
FLOOR PLAN -
SERVICE AND EOC
A2.1

**DUTCHESS COUNTY DEPARTMENT OF LAW
CAROLINE E. BLACKBURN, COUNTY ATTORNEY
County Office Building
22 Market Street
Poughkeepsie, New York 12601
Tel. (845) 486-2110 • Fax (845) 486-2002**

MEMORANDUM:

TO: AnneMarie Andrews, Executive Secretary, County Executive's Office

FROM: Caroline E. Blackburn, County Attorney 

DATE: May 27, 2026

SUBJECT: Public Hearing for a Local Law Amending Local Law No. 2 of 2024 Regulating
Hazardous Pollution Sources in Proximity to Public Water Supply Sources,
Aquifers and Wetlands
Resolution No. 2026088
Our File No. G-1910

The following original documents are attached: sign in sheet, opening statement, and notes on public hearing.

CEB/rjw
Enc.

NOTES ON PUBLIC HEARING
Resolution No. 2026088
May 27, 2026

The public hearing was declared open at 10:31 a.m. by the presiding officer, Caroline E. Blackburn, County Attorney, the designated hearing officer for County Executive Susan J. Serino.

The Legal Notice invited interested parties to be heard concerning:

A Local Law Amending Local Law No. 2 of 2024 Regulating Hazardous Pollution Sources in Proximity to Public Water Supply Sources, Aquifers and Wetlands.

Please note the appearances on the sign in sheet. There were no statements made, submissions or requests to send in written statements.

The Public Hearing was declared closed at 10:40 a.m.



Caroline E. Blackburn, County Attorney
Designated Hearing Officer for:
Susan J. Serino, Dutchess County Executive

5/28/26
Date

**OPENING STATEMENT
BY CAROLINE E. BLACKBURN
May 27, 2026 at 10:30 a.m.**

Good morning. I am Caroline E. Blackburn, County Attorney. As County Attorney I have been assigned to conduct this hearing on behalf of the County Executive. A summary of all oral testimony and the original documentation of any written testimony presented shall be provided to the County Executive for her review and consideration.

The purpose of this public hearing is to receive comments from the public regarding a local law enacted by the Dutchess County Legislature on May 11, 2026. This local law amends Local Law No. 2 of 2024 Regulating Hazardous Pollution Sources in Proximity to Public Water Supply Sources, Aquifers and Wetlands.

All those who wish to speak will be allowed 3 minutes each. You may also submit a written statement today if you wish.

All comments must be confined to the local law. I am here today to listen to you; accordingly, there will be no discussion or question and answer period.

Please note that these proceedings will be audio taped.

Please state your name and address before making a statement. If you have not already done so, please enter your name and address on our “sign-in” sheet. You will be called in the order you signed in. In order to move things along, note the names called before yours. Elected officials will be last.

Before we begin public comment, let the record show that notice of this hearing was published once in the Poughkeepsie Journal on or before May 20, 2026 and once in the Southern Dutchess News on or before May 20, 2026.

We will now open the hearing for comment.

SIGN IN SHEET # 1 OF 1
 Local Law Amending Local Law No. 2 of 2024 Regulating Hazardous Pollution Sources
 In Proximity to Public Water Supply Sources, Aquifers and Wetlands.
 located at 22 Market Street, Poughkeepsie, New York 12601
 PUBLIC HEARING, May 27, 2026 at 10:30 a.m.

PLEASE PRINT CLEARLY

NAME (<u>PRINT</u>)	ADDRESS (<u>PRINT</u>)	PHONE	ORGANIZATION OR AFFILIATION (IF ANY)	WISH TO SPEAK (YES OR NO)
LISA KAUL	74 Boardman Rd. Poughkeepsie NY 12603	845- 309-4507	DC Leg	N
Clara Masters	13 Green Street Beacon NY 12508	845-745- 2532	DC Leg	N

SOUTHERN DUTCHESS NEWS
NORTHERN DUTCHESS NEWS
84 EAST MAIN STREET
WAPPINGERS FALLS, NY 12590

Affidavit of Publication

TO: DUTCHESS COUNTY EXECUTIVE'S OFFICE
22 MARKET STREET
POUGHKEEPSIE, NY 12601

Re: Legal Notice # 62477 PUBLIC HEARING 5/27/26 LOCAL LAW NO. 2 RESOLUTION
2026088

State of NEW YORK)
) SS:
County of DUTCHESS)

The undersigned is the publisher of Southern Dutchess News, a weekly newspaper published in WAPPINGERS FALLS, NEW YORK. A notice regarding PUBLIC HEARING 5/27/26 LOCAL LAW NO. RESOLUTION 2026088 was published in said newspaper once on 5/20/26. The text of the notice as published in said newspaper is as set forth below.

Legal Notice
Resolution 2026088
May 15, 2026
NOTICE IS HEREBY
GIVEN that a public
hearing will be held by
the County Attorney of
Dutchess County in
the County Office
Building, County At-
torney's Conference
Room, 5th Floor, 22
Market Street, Pough-
keepsie, New York, on
the 27th day of May
2026 at 10:30 a.m. on
the following Local
Law:
A LOCAL LAW
AMENDING LOCAL
LAW NO. 2 OF 2024
REGULATING HAZ-
ARDOUS POLLU-
TION SOURCES IN
PROXIMITY TO PUB-
LIC WATER SUPPLY
S O U R C E S ,
AQUIFERS AND
WETLANDS.
At said time and place,
all parties interested
will be heard.
Dated: May 13, 2026
Poughkeepsie, NY
Susan Serino
Dutchess County
Executive

ALBERT M. OSTEN, Publisher

By:



AUDREY SNIDER

Authorized Designee of the Publisher

Sworn to before me this 20th day of May, 2026.



NANCY HYDUKE

Notary Public, State of NEW YORK

No. 01HY6221990

Qualified in DUTCHESS County

My commission expires on September 26, 2026

AFFIDAVIT OF PUBLICATION

State of New York
County of Dutchess

A. Kolott being duly sworn, deposes and says she is the Principal Clerk of **The Poughkeepsie Journal**, Division of Gannett Newspaper Subsidiary, publishers of following newspaper and published in the County of Dutchess and the State of New York, of which annexed is a printed copy, out from said newspaper has been published in said newspaper editions dated:

05/20/2026

Subscribed and sworn to before me this 20 day of May, 2026

Notary Public
State of Wisconsin, County of Brown

Amy Kolott
Vicki Felty

VICKY FELTY
Notary Public
State of Wisconsin

grace

**Legal Notice
Resolution 2026088
May 15, 2026**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the County Attorney of Dutchess County in the County Office Building, County Attorney's Conference Room, 5th Floor, 22 Market Street, Poughkeepsie, New York, on the 27th day of May 2026 at 10:30 a.m. on the following Local Law:

**A LOCAL LAW AMENDING LOCAL LAW NO. 2 OF 2024
REGULATING HAZARDOUS POLLUTION SOURCES IN
PROXIMITY TO PUBLIC WATER SUPPLY SOURCES,
AQUIFERS AND WETLANDS.**

At said time and place, all parties interested will be heard.

Dated: May 13, 2026
Poughkeepsie, NY
12340506

Susan Serino
Dutchess County Executive

GOVERNMENT SERVICES & ADMINISTRATION

LOCAL LAW NO. ____ OF 2026

AMENDING LOCAL LAW NO. 2 OF 2024 REGULATING HAZARDOUS
POLLUTION SOURCES IN PROXIMITY TO PUBLIC WATER SUPPLY
SOURCES, AQUIFERS AND WETLANDS

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF DUTCHESS,
STATE OF NEW YORK AS FOLLOWS:

SECTION 1. Local Law No. 2 of 2024 Section 3: Prohibited Conduct, Subsection A. Dutchess
County Local Separation Requirements, page 4, 4th listed item which currently reads as follows:

“Commercial car wash unless all waste waters from such activity
are lawfully disposed through a connection to a publicly owned
treatment works facility”

Shall be amended to read as follows:

“Commercial car wash unless all waste waters from such activity
are lawfully disposed through a connection to a publicly owned
treatment works facility or unless all waters from such activity are
recycled through a closed loop water reclaim system with zero
discharge to surface or ground waters”

SECTION 2. SEQRA DETERMINATION

It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 8-0101 et seq., and its implementing regulations, 6 NYCRR Section 617, that the adoption of this local law is an Unlisted Action within the meaning of 6 NYCRR Section 617.2(al). Attached hereto and made a part hereof is a Full Environmental Assessment Form developed by the New York State Department of Environmental Conservation and completed by the County of Dutchess, which assesses the potential for adverse environmental impact which may be posed by the adoption of this local law. As documented in its Full Environmental Assessment Form, it is hereby determined that the adoption of this local law poses no significant adverse environmental impacts.

SECTION 3. EFFECTIVE DATE.

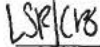
This Local Law shall take effect upon filing in the Office of the Secretary of State.

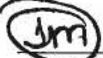
COORDINATION

Initialing indicates information only:

 County Executive

 County Attorney (as to form)

 Health Department

 Budget

SUE SERINO
COUNTY EXECUTIVE



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

DUTCHESS COUNTY GOVERNMENT

April 28, 2026

Honorable Yvette Valdés Smith, Chair
Dutchess County Legislature
22 Market Street, 6th Floor
Poughkeepsie, New York 12601

Dear Chair Valdés Smith:

I write to request your assistance with two matters concerning Local Law No. 2 of 2024. This request is made in light of the Dutchess County Department of Health's promulgation of applicable rules and regulations, the development of its associated implementation policy, and the completion of a one-year retrospective review evaluating the law's practical effects.

First, I request your consideration of a targeted amendment to address an omission that was not reasonably anticipated during the drafting and legislative deliberation process. Second, I request your collaboration in undertaking a comprehensive review of the local law to ensure that it effectuates the Legislature's intent, conforms with applicable land use principles, state regulatory standards, and affords appropriate procedural due process in both its administration and enforcement.

As you are aware, the County Legislature adopted Local Law No. 2 of 2024 (the "Aquifer Law"), entitled "Regulating Hazardous Pollution Sources in Proximity to Public Water Supply Sources, Aquifers, and Wetlands." The stated purpose of the Aquifer Law is to protect public water supply resources through the establishment of separation distances prohibiting specified contaminant sources in proximity to public water supply wells, wetlands, and aquifers, as defined therein. The law further restricts the siting of new public water supply wells within prescribed distances of identified contaminant sources.

Pursuant to the Aquifer Law, the Dutchess County Department of Health ("DOH") was directed to promulgate rules and regulations, including the issuance of a draft implementation policy subject to public comment. During this process, substantive concerns and interpretive questions were raised by DOH and Dutchess County Department of Planning & Development ("Planning") staff, as well as by external counsel who represent private parties impacted by the Local Law, including representatives of Cuddy & Feder and of Keane & Beane.

My first request arises from an issue identified during that process by counsel from Keane & Beane, P.C., on behalf of CarMax Auto Superstores, Inc. (see Attachment 1). Counsel asserted that, as currently written and applied, the Aquifer Law imposes an undue and unintended burden on CarMax's proposed closed-loop, zero-discharge vehicle washing system, which is designed to eliminate any risk of aquifer contamination. Counsel further noted that the law provides no mechanism for waiver or variance in circumstances where such risk is demonstrably absent.

Additionally, it was represented that the proposed project incorporates state-of-the-art environmental safeguards, while advancing the redevelopment of a long-vacant property and contributing to local economic activity. The project received approval from the Town of Wappinger Planning Board in 2023; however, it was subsequently delayed during DOH permitting review and ultimately rendered nonviable following the enactment of the Aquifer Law on September 9, 2024.

On October 10, 2025, following discussions with Majority Caucus leadership and the sponsors of the Aquifer Law, I responded in writing to Keane & Beane (see Attachment 2). In that correspondence, I acknowledged both the specific impact on the CarMax project and broader concerns that had emerged since the law's adoption. I further indicated that, while additional analysis would be required to address other issues, the matter affecting CarMax could be appropriately resolved through a legislative amendment, and that leadership intended to advance such an amendment in the near term.

Consistent with that commitment, I hereby submit for consideration a proposed resolution to amend the Aquifer Law to address the omission of closed-loop, zero-discharge systems (see Attachment 3).

My second request pertains to a broader, comprehensive review of the Aquifer Law, informed by concerns raised by DOH and Planning staff, correspondence from Cuddy & Feder (see Attachment 4), and findings from the retrospective review.

Based on subsequent discussions, the Commissioners of DOH and Planning concur that the law warranted a more rigorous review at the outset. Accordingly, I propose we work together and initiate a comprehensive reevaluation of Local Law No. 2 of 2024. This process should include consultation with the Legislature's Environmental Management Council and other relevant stakeholders including interested County Departments.

The objective of this review would be to determine whether repeal and replacement of the current law is warranted, and, if so, to develop revised legislation that preserves the Legislature's protective intent while ensuring consistency with established state standards, sound land use practices, and fundamental principles of due process.

Sincerely,

A handwritten signature in black ink that reads "Sue Serino". The signature is written in a cursive, flowing style.

Sue Serino
County Executive

Attachments (4)

cc: Julie Shiroishi, Clerk of the Legislature

Attachment 1

October 8, 2025

**VIA EMAIL countyexec@dutchessny.gov
AND FIRST-CLASS MAIL**

Hon. Sue Serino
County Executive
Dutchess County Office Building
22 Market Street
Poughkeepsie, New York 12601

RICHARD L. O'ROURKE
Senior Counsel
ro'rouke@kblaw.com

Re: CarMax – Aquifer Law

Dear County Executive Serino:

Keane & Beane, P.C. represents CarMax Auto Superstores, Inc. (“CarMax”) in connection with its development of a motor vehicle sales establishment in the Town of Wappinger. On behalf of CarMax, we are writing to express concern for the unintended consequences of Local Law No 2 of 2024 adopted by the Dutchess County Legislature on September 9, 2024 (“Aquifer Law”). On its face, the Aquifer Law is a forward-thinking legislation to protect and preserve the water quality of the aquifers that serve as drinking water for much of Dutchess County. However, as applied, the Aquifer Law has resulted in a significant hinderance to the development of a state-of-the-art facility by a national company seeking to invest in and bring jobs to Dutchess County. Specifically, despite the inclusion of a state-of-the-art, meticulously designed, closed-loop, zero discharge car wash at the proposed CarMax dealership approved by the Town of Wappinger Planning Board in 2023, the Aquifer Law has threatened to prevent the construction of the CarMax facility because the Aquifer Law provides no flexibility for systems of this kind. Thus, we are advocating for an amendment to the Aquifer Law to provide flexibility that will achieve a balance between continued economic development and the protection of Dutchess County’s aquifers.

The Aquifer Law

The stated purpose of the Aquifer Law is to protect water supply resources in Dutchess County from the introduction of potential contamination. To achieve this goal, the Aquifer Law establishes separation requirements between “contaminant sources” and public water supply wells, wetlands and aquifers. Several “contaminant sources” are included within the scope of the Aquifer Law, including a “commercial car wash unless all waste waters from such activity are lawfully disposed through a connection to a

Hon. Sue Serino
Dutchess County Executive
October 8, 2025
Page 2

publicly owned treatment works facility.” This “contamination source” must be located no less than 1,500 feet from an existing public water supply well, wetland or aquifer.

As it relates to car washes, the Dutchess County Legislature states in Section 1 of the Aquifer Law that “Water run-off from commercial car washes also contain numerous hazardous substances that can contaminate groundwater. Dirty water containing soap, detergents, residue from vehicles containing gasoline, and motor oils can wash off cars and can enter the ground water by way of a subsurface absorption bed or flow to storm drains and end up in neighboring wetlands and aquifers.”

Without any discredit to the important goals of the Aquifer Law, the breadth of the regulatory ambit cast by the Law and the lack of any waiver or variance procedure established to reduce or eliminate the separation requirement has posed a significant (and we believe, unintended) hardship on at least one project – the CarMax motor vehicle sales establishment in the Town of Wappinger. Significantly, the car wash designed for CarMax does not result in any of the contamination risks that the Dutchess County Legislature spoke of in Section 1 of the Aquifer Law. As described below, the CarMax car wash is a closed loop system which means there is zero discharge. Therefore, there is no water running off vehicles and entering the ground water “by way of a subsurface absorption bed or flow to storm drains” or any other means of discharge proposed at the CarMax car wash. Thus, to account for the fact that there are designs and technology to allow car washes to exist without risks of contamination to the aquifers or groundwater, we respectfully submit that amendments to the Aquifer Law are warranted to allow some flexibility in the implementation so that good, economic drivers which pose no risk of contamination to the aquifers are not caught in this web.

CarMax – 1105-1115 Route 9, Town of Wappinger

In March 2022, CarMax submitted applications to the Town of Wappinger Planning Board seeking approvals for the construction of an auto sales establishment on a 7.5-acre property located at 1105-1115 Route 9 in the Town’s HB Highway Business Zoning District (the “Property”). The applications were approved by the Planning Board in August 2023. After receiving the approvals, CarMax closed on its acquisition of the Property for approximately \$4 Million. This Property is the site of the former Plant Depot and had been abandoned for several years prior to CarMax’s acquisition. At the same time, CarMax also set out to complete all conditions of approval set forth in the Planning Board’s resolution, including receipt of “outside agency” approvals such as NYS Department of Transportation, NYS Department of Environmental

Hon. Sue Serino
Dutchess County Executive
October 8, 2025
Page 3

Conservation, and Dutchess County Department of Health (“DOH”). DOH approval was needed for the installation of a septic system and re-establishment of a public water supply on the Property. The septic system was required to go through a two-phase approval procedure that involved installation of a fill pad followed by design approval by DOH. DOH issued approval for the installation of the fill pad in May 2024 (4 months prior to the adoption of the Aquifer Law). However, CarMax could not receive the necessary demolition and grading permits from the Town since CarMax had not yet received final sign off from DOH. That final sign off could not occur until after the installation of the fill pad. Since CarMax was caught in a Catch 22, we returned to the Planning Board in August 2024 to seek a modification of its resolution to allow the demolition and grading permits to issue prior to CarMax securing final project approval from DOH. That modification was granted in September 2024. By February 2025, the Town of Wappinger was ready to issue the necessary permits to CarMax to allow for the installation of the fill pad. Since that time, the fill pad has been installed and approved by DOH. However, in April 2025 CarMax’s professional engineering team was notified by DOH of the Aquifer Law which would have an impact on DOH’s ability to issue final project approval. It was at this time that we learned of the Aquifer Law’s adoption and its impact on the CarMax project.

CarMax will include a car wash and the re-establishment of a public water supply. There is no municipal water or sewer system available in this location in the Town of Wappinger. The public water supply well will be located less than 1,500 feet from an existing contaminant source (the car wash at the Volvo/VW dealership on Route 9), but the Aquifer Law provides an opportunity to seek a waiver to allow this new public water supply.

The CarMax car wash is a different story. There are no opportunities to seek a waiver or variance to reduce the separation distance required for a new “contaminant source.” CarMax cannot operate an auto sales establishment without a car wash, so without the ability to construct the proposed car wash, the CarMax facility will not be viable.

CarMax Car Wash – Smithtown Case Study

The CarMax car wash is a fully recycled, closed loop system. What this means is, as it operates, it treats and reuses wastewater from the carwash. The treated water, although non-potable, is clean enough for use in the carwash. A copy of a letter dated May 15, 2025, prepared by CarMax’s Senior Environmental Manager, is enclosed with this letter as **Exhibit A**. This memorandum provides a full description of the proposed closed-loop car wash and demonstrates that there will be no discharge or water run-off from

Hon. Sue Serino
Dutchess County Executive
October 8, 2025
Page 4

the car wash on the Property and therefore, no contamination of the aquifer. This includes the proposed underground reclaim tanks that will hold the recycled water for the car wash. We note that the Aquifer Law identifies “underground chemical or petroleum storage tanks used in commercial applications” as another contaminant source but does not define “chemical” or “commercial applications.” Certainly, a tank holding recycled water should not be classified as a contaminant source under this category. What is clear is that this cannot be the type of car wash envisioned by Dutchess County Legislature when it included commercial car washes as a regulated contaminant source.

CarMax designed and constructed a car wash facility in full compliance with all permitting and approvals required by the County of Suffolk and Town of Smithtown, New York. As commonly known, the drinking water supply for millions of residents of Long Island is freshwater aquifers. This sole source of drinking water is carefully protected by rigorously enforced regulations by Suffolk County and its Municipalities.

The CarMax facility approved by the Town of Wappinger Planning Board is no less protective of the aquifer beneath Dutchess County than the legislative enactments of Suffolk County. In fact, the wash system’s use, design, components, and operation are the same for Wappinger as approved in Smithtown, Suffolk County. The CarMax washing facility approved, built, and operating in Suffolk has a fully closed-loop water Reclaim System that eliminates potential contaminants from the car wash. Importantly, the car washes in Smithtown and that proposed for Wappinger have the same use restriction: they are limited to internal use only (non-customer) as part of its standard process.

The wash system recycles non-hazardous wastewater involving no discharges—there is NO discharge of wash water or rinse water to the ground in any way. There are no leaching pools, storm drains, dry wells, cesspools, or discharge onto the surface or into the ground.

The Legislative Intentions of the Counties of Suffolk and Dutchess are identical: to protect groundwater in aquifer and wetlands that serve as a sole source of drinking water for its residents. The state-of-the-art facility of CarMax meets and satisfies the legislative intentions of Suffolk and Dutchess.

It is respectfully urged that Dutchess align its legislation and regulatory implementation with that of Suffolk County. The Car Max facility allows for quality, robust economic development on a property long fallow because of no municipal utility infrastructure

Hon. Sue Serino
Dutchess County Executive
October 8, 2025
Page 5

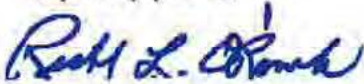
being available. 1105–1115 Route 9, Wappinger, NY has limited alternatives, as evidenced by the long period of no development. The CarMax facility has already undergone several years of environmental review and meets the legislative intention of the County of Dutchess Aquifer Law. It should be allowed to proceed.

The details and plans of the Car Max facility and the approvals by the Suffolk County Department of Health are annexed as **Exhibit B**.

We respectfully urge that Dutchess County amend the Aquifer Law and its implementing regulations to allow CarMax to proceed.

Thank you for your consideration.

Very truly yours,



Richard L. O'Rourke

Enclosures

cc: Anthony J. Ruggiero, Assistant Commissioner, DOH *(via email)*
Ron Hicks, Assistant County Executive *(via email)*
Steve Hudak, CarMax *(via email)*
Abigail Bartalo, CenterPoint *(via email)*
Caryn Mlodzianowski, Bohler Engineering *(via email)*

EXHIBIT A

May 15, 2025

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

RE: Proposed closed-loop carwash
CarMax 6093, Wappinger, New York

To Whom it May Concern:

CarMax intends to operate a carwash for internal use (non-customer) as part of our standard vehicle reconditioning process at the proposed CarMax 6093 at 1105-1115 Route 9, Wappinger, New York 12524. According to Local Law 2 of 2024 entitled "Regulating Hazardous Pollution Sources in Proximity to Public Water Supply Sources, Aquifers, and Wetlands" ("Aquifer Law"), commercial carwashes are not permitted within 1,500 feet of a water supply well, unless all wastewater from such activity are lawfully disposed of through a connection to a publicly owned treatment works (POTW) facility. One water supply well is located on the subject property, approximately 280 feet northwest of the proposed carwash. There are no locations on the property which would allow for the carwash to be at least 1,500 feet away from the water supply well, and a connection to a POTW facility is not available. Therefore, CarMax proposes to use a fully closed-loop water reclaim system to eliminate potential contamination from the carwash to the aquifer. Details of the proposed system are provided herein.

The closed-loop water reclaim system is initially supplied with domestic water from the water supply well, but as it operates, it treats and reuses wastewater from the carwash, as well as two catch basins and a trench drain in the Sales/Service Building. The treated water is non-potable, but clean enough for use in the carwash and in the pressure washer/hose reel in the Wet Bay within the Service area of the main building on site. Domestic water is used to replace water lost to evaporation, when needed.

Wastewater passes through three 1,500-gallon, two chamber concrete reclaim tanks to settle out any solids. A fourth 5,000-gallon tank downstream of the three 1,500-gallon tanks acts as an overflow tank. Any solids that accumulate in the tanks are pumped out by a vendor and transported to an industrial waste facility. Based on operations of this system at other CarMax locations, we anticipate a pumping frequency of once every 4 to 6 months. The four concrete tanks are installed below grade and are coated externally to prevent wastewater from seeping into the ground. In addition, the three 1,500-gallon tanks are monolithic concrete with all seams above the groundwater table and are also coated internally to protect against potential contact with gasoline, oil or solvents.

As this is a closed-loop system, no wastewater is discharged into public systems or into the septic system planned for the site. If the wastewater needed to be removed from the system, it would be pumped out by a vendor and transported off-site for disposal at an industrial waste facility.

As an example of one of CarMax's operational closed-loop carwash systems, please see the attached photographs from our retail facility located at 441 Middle Country Road, St. James, New York 11780 in Suffolk County. This store opened in February of 2024.

Should you have any questions about the information herein, please contact me at 804-837-2898 or at environmental@carmax.com.

Sincerely,
CarMax Auto Superstores, Inc.

c. McClelland

Christina McClelland
Senior Environmental Manager
environmental@carmax.com

EXHIBIT B

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

GREGSON PICOTT,
MD, MPH, COMMISSIONER

BUREAU OF ENVIRONMENTAL ENGINEERING APPROVAL NOTICE

August 04, 2023

Bohler Engineering NY, PLLC
275 Broadhollow Road – Suite 100
Melville, NY, 11747

ATTN: Dale E. Koch, P.E.

Re:	SCDHS Job No:	T-HM-22-00235
	SCDHS File Reference No:	02599
	SCDHS Site No:	SITE-02599-OPC

Dear Dale Koch,

The Office of Pollution Control has reviewed the application for a permit to construct a Zero Discharge System at **CarMax Auto Superstore No. 6105**, located at **441 Middle Country Road, St. James, NY, 11787**. The application was reviewed for compliance with the regulations outlined in Article 12 of the Suffolk County Sanitary Code, and has been approved for construction.

Enclosed, you will find the following:

- I. Approved Plans
- II. OPC Permit to Construct (with Addendum)

This permit, along with the approved plans, must be posted at the construction site during the installation work. **Read the Special Conditions on Page 2 of this permit document carefully.** You may contact the local building department and any fire safety enforcement office for additional requirements that may apply to your project.

Should you need assistance or have any questions regarding the review process, you may contact this office at (631) 854-2532.

Kind Regards,

Akin Oloafe

Assistant Public Health Engineer Trainee
Bureau of Environmental Engineering
Division of Environmental Quality



Public Health
Protect. Promote. Prevent.

CC: Ben Plumb, P.E., Bohler Engineering NY, PLLC
Josh Abig, CarMax Auto Superstores Inc.

Division of Environmental Quality ~ Office of Pollution Control ~ 15 Horseblock Place ~ Farmingville, NY 11738-1220
Phone (631) 854-2528

Fax (631) 854-2505

PERMIT TO CONSTRUCT

Zero Discharge Waste Water Facility

Suffolk County Department of Health Services
Gregson Pigott, MD, MPH, Commissioner

SCDHS REFERENCE #
SCDHS SITE #
SCDHS PLAN #

02599
SITE-02599-OPC
T-HM-22-00235

Date of Issuance: August 04, 2023
Permit Expires One Year from
the Date of Issuance *

FACILITY NAME & ADDRESS

CarMax Auto Superstores No. 6105
441 Middle Country Road
St. James, NY, 11787

Your Application for a Permit to Construct a Zero Discharge Facility for the above referenced site has been reviewed for compliance with Article 12 of the Suffolk County Sanitary Code and the Zero Discharge Wastewater System Permit Guidelines. The application has been approved. The items listed below and on the back of this Permit are conditions of this Permit and have to be observed during construction:

- I. A copy of the approved plan must be kept at the construction site. A copy of this permit must be kept on display at the facility during construction. Safe construction practices must be followed during the installation of the Zero Discharge System.
- II. The Zero Discharge facility must be constructed in accordance with the approved plan. Any changes in design, materials or use require prior written consent of both the design professional and the Office of Pollution Control. The changes must be submitted in a form that is acceptable to the Office of Pollution Control. The contractor and/or design professional are required to inform the owner that the changes are being made.
- III. The Office of Pollution Control has the right to inspect this installation at any time to verify it is being constructed in compliance with this permit.
- IV. The Zero Discharge facility must be used in the service specified in the Application for a Permit to Construct, as approved by this Office.

The Office of Pollution Control must be contacted at (631) 854-2532 at least **2 business days** prior to commencement of any work to arrange for the required construction inspections.

Contact the local building department and/or fire safety enforcement office for any additional requirements that may apply to your project.

The Zero Discharge facility cannot be placed into service until the Office of Pollution Control performs all required installation inspections and issues a Permit to Operate.

The Office of Pollution Control reserves the right to revoke this permit as allowable by law.

ISSUED BY:



Akin Olaofe
Bureau of Environmental Engineering
Office of Pollution Control
Division of Environmental Quality

* See the back for exceptions

**THIS PERMIT IS VALID FOR THE FOLLOWING
STORAGE FACILITIES ONLY**

SCDHS TANK #	LOCATION	VOLUME	CONTENTS	NOTE
17	Under/Out	5,000 Gallon	Waste Water (ZD)	Overflow Tank
18	Under/Out	1,500 Gallon	Waste Water (ZD)	Reclaim Tank
19	Under/Out	1,500 Gallon	Waste Water (ZD)	Reclaim Tank
20	Under/Out	1,500 Gallon	Waste Water (ZD)	Reclaim Tank
23	Above/In	750 Gallon	Waste Water (ZD)	Hyper-Filtered Water Tank
24	Above/In	750 Gallon	Waste Water (ZD)	Fresh Water Tank

For up to **90 days** after the Permit to Construct expires, the permit is renewable. The job file will remain open for that period. If the Office of Pollution Control does not receive a renewal application with the appropriate fees within the 90 days, the file will be closed and a new application for a Permit to Construct will have to be filed if the job is to be re-opened. All applicable filing fees will once again become due and payable.

Issuance of this permit does not supersede any existing agreements with, or mandates by, the Office of Pollution Control or any other government agency. The construction period does not supersede any existing compliance dates agreed to, or mandated by, the Office of Pollution Control or any other government agency. Issuance of this permit does not authorize the use of the storage facility(s) that are in violation of the Suffolk County Sanitary Code or any other government code.

SPECIAL CONDITIONS

- ✦ The floors of all areas of the facility with drains and/or catch basins, which are connected to the Zero Discharge System or are in contact with Zero Discharge reclaim water, shall be epoxy-coated.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

JAMES L. TOMARKEN, MD, MPH, MBA, MSW
Commissioner

Guidelines for Obtaining a Zero Discharge Wastewater System Permit

Wash systems that recycle and/or hold *non-hazardous* wastewater involving *no discharges* such as vehicle wash and rental equipment wash systems must be permitted by the Suffolk County Department of Health Services. The following must be submitted to this office to apply for a zero discharge wastewater system permit:

1. An application for a *Permit to Construct for Wastewater Facility*. A check for \$1,250 made payable to "Suffolk County Department of Health Services" must accompany the application. Fees are not required for federal, state, town, village, fire district, and Suffolk County Water Authority facilities.
2. A site plan including the wash facility and all treatment and/or holding facilities along with nearby wells (within 200'), catch basins and sanitary systems. All grading and sloping in the vicinity of the wash system must be shown. Berms or other devices may be required to ensure that all wastewater is captured by the reclamation system.
3. An elevation view, flow schematic and hydraulic of all tanks, piping and equipment (must include recycle/reclaim system equipment). Make-up water lines with associated backflow prevention devices must be clearly indicated.
4. A plan view, which is site specific, showing the location of interior system equipment, chemical storage and process tanks, piping and plumbing, troughs, sumps, doorways and other entrances, alarm panels, and other appurtenances.
5. Appropriate details for all storage tanks including partial plan, sections, elevations and all other relevant details. **All wastewater tanks must be placed underground and outdoors.** Underground tanks must be traffic load bearing and to grade. Underground tanks must be set back 10 feet from foundations and 25 feet from property lines. Under extraordinary circumstances, indoor tanks may be considered if vented outdoors and placed in a cutoff room on the perimeter on the building. The design professional is responsible for showing that the cutoff room is properly vented to prevent the buildup of methane gas and odorous compounds.
6. A water balance showing all liquid movement within the system (i.e. wash water used, fresh rinse water added, wastewater reclaimed /recycled, carryout losses, evaporation losses, make-up water added, water to overflow tank, etc.). These flows must be superimposed upon a piping diagram of the wash system. The amount of wastewater anticipated to be generated per week, month, etc., must be indicated.



Public Health
Protect. Promote. Prevent.

DIVISION OF ENVIRONMENTAL QUALITY

• OFFICE OF POLLUTION CONTROL • 15 HORSEBLOCK PLACE • FARMINGVILLE, NY 11738 •
Phone (631) 854-2501 Fax (631) 854-2505

7. An overflow tank is required which will hold an adequate amount of wastewater (e.g. 30 to 60 day capacity). The tank shall have a SCDHS approved overfill alarm that is rigidly mounted in order to provide overfill warning at a level corresponding to 90% capacity and must lockout the wash equipment at 95% capacity until the alarm condition is satisfied. The sensor must be connected to an alarm panel that is equipped with audible and visual warning devices. The panel must be in a readily visible location.
8. Tanks designed to separate or hold toxic or hazardous materials, such as oil water separators or oil holding tanks, must meet the new construction standards of Article 12 of the Suffolk County Sanitary Code.
9. A treatment system operation and maintenance (O&M) manual for the recycle/wash system, where applicable.
10. All plans must be stamped by an engineer or architect licensed in the State of New York. A Certificate of Authorization to Provide Engineer Services in New York State or the enclosed Non-Applicability Statement must be included with all plan submittals.

All underground tanks must be tightness tested prior to use. The professional Engineer or Architect of record must certify that the tanks pass the leakage test. Tanks will not be considered tight if the level drops more than 1/4" in eight hours.

The system may not be placed into service until the Department of Health Services has performed completed works inspections, and has issued final approval. The department must be notified at least 2 business days prior to the desired inspection dates. The following completed works inspections are required:

- After all underground tanks and piping have been installed, and prior to any backfilling.
- After construction has been completed, and before the facility has been placed into operation.

Please be advised that there can be no discharge of wash water or rinse water to the ground in any way. This includes leaching pools, storm drains, dry wells, cesspools, and the surface of the ground. In order to discharge to the ground or to subsurface pools, a SPDES Permit must be obtained from the New York State Department of Environmental Conservation (see below).

If you have any questions, please call (631) 854-2528.

For information on obtaining a SPDES permit to discharge wastewater to a subsurface leaching system or to the surface of the ground, contact the New York State Department of Environmental Conservation at (631) 444-0365

For information on obtaining a permit to discharge to a Suffolk County Department of Public Works operated sewer system, call (631) 854-4184.

Tanks that hold toxic or hazardous materials as defined by Article 12 of the Suffolk County Sanitary Code must be permitted as toxic or hazardous material storage facilities. Call (631) 854-2540 for more information.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

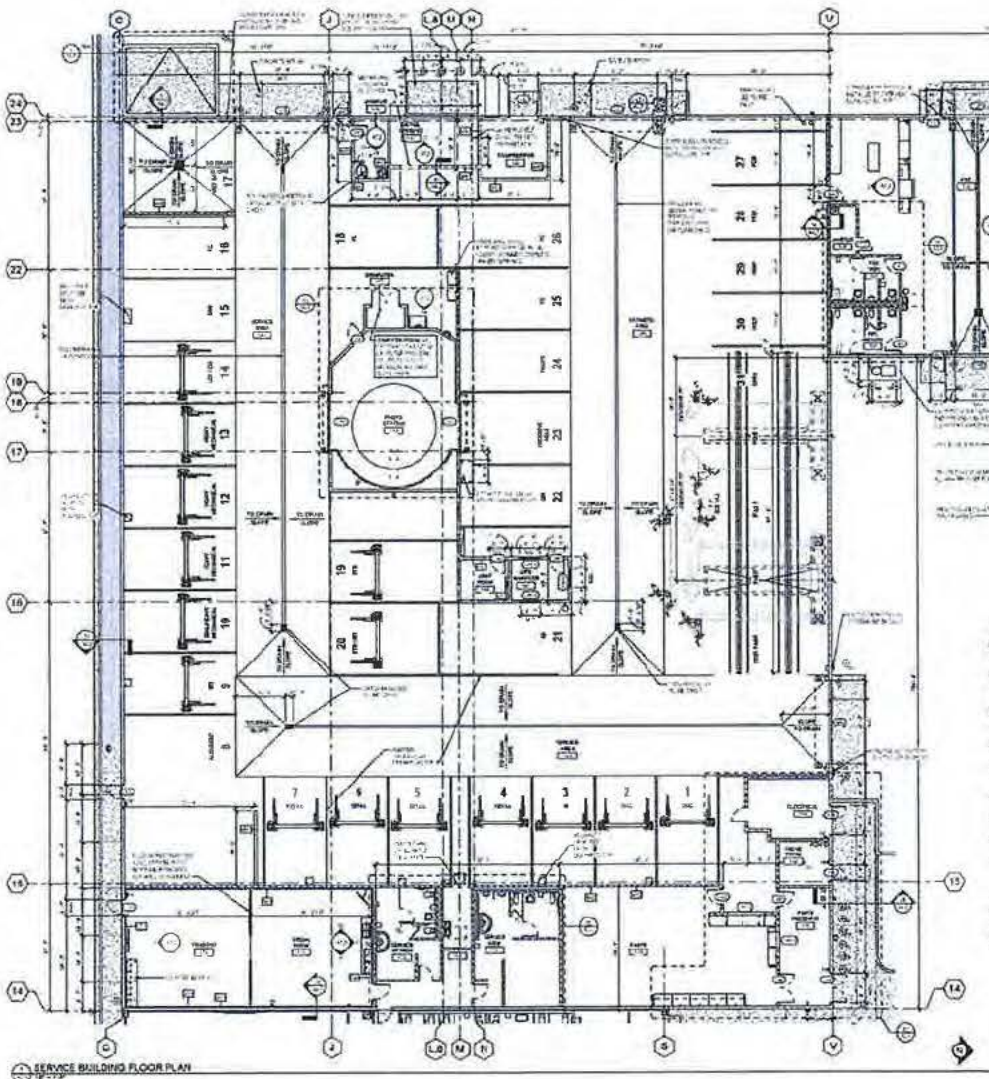
DEPARTMENT OF HEALTH SERVICES

GREGSON PIGOTT,
MD, MPH, COMMISSIONER

Addendum I

Zero Discharge Facility Construction Approval Completed Works Inspections

- I. The construction of the facility shall be under the supervision of an individual or firm qualified to practice Professional Engineering within the State of New York under the Education Law of the State of New York, whenever engineering services are required by such law for such purposes.
- II. Where such facilities are under the supervision of a Professional Engineer, they shall certify to the Department that the constructed facilities have been under their supervision and that the works have been completed in accordance with the approved engineering reports, plans, specifications, and permits.
- III. A minimum of **five (5) working days' notice**, in writing, of intention to begin construction must be submitted to the Department together with a construction schedule.
- IV. If construction is temporarily suspended, a revised schedule must be submitted and notice on recommencement given, in writing, a maximum of **three (3) working days** prior to construction.
- V. The owner is responsible for submitting accurate as-built drawings at the completion of the project. These drawings shall indicate exact locations and elevations of treatment equipment, piping, leaching pools, and appurtenances. All such data is to be in U.S.C. and G.S. datum. Field information is to be compiled and certified by a qualified licensed Professional Land Surveyor and/or Engineer.
- VI. An Operation and Maintenance Manual must be submitted to the Department.
- VII. All underground tanks must be tested for tightness prior to use. The Professional Engineer or Architect of Record must certify that the tanks pass the leakage test. Tanks will not be considered tight if the level drops more than **1/4" in eight (8) hours**.
- VIII. The 'High' Level Alarm shall give warning; the hose/car wash can still remain operational. However, when the 'High-High' Level Alarm is triggered, the Zero Discharge system must shut down entirely; the fresh water system shall be disabled.



- REVISIONS**
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- NOTES**
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
 3. ALL FLOORS ARE CONCRETE ON GRADE.
 4. ALL ROOFS ARE FLAT UNLESS OTHERWISE NOTED.
 5. ALL STAIRS ARE TO BE LOCATED AS SHOWN.
 6. ALL DOORS ARE TO BE 36" WIDE.
 7. ALL WINDOWS ARE TO BE 48" WIDE.
 8. ALL CEILING ARE TO BE 8' HIGH.
 9. ALL LIGHTING IS TO BE PROVIDED AS SHOWN.
 10. ALL MECHANICAL EQUIPMENT IS TO BE LOCATED AS SHOWN.
 11. ALL SANITARY FIXTURES ARE TO BE LOCATED AS SHOWN.
 12. ALL ELECTRICAL WIRING IS TO BE RUN IN CONDUIT.
 13. ALL TELEPHONE WIRING IS TO BE RUN IN CONDUIT.
 14. ALL DATA WIRING IS TO BE RUN IN CONDUIT.
 15. ALL FIRE ALARMS ARE TO BE LOCATED AS SHOWN.
 16. ALL SMOKE DETECTORS ARE TO BE LOCATED AS SHOWN.
 17. ALL SPRINKLER HEADS ARE TO BE LOCATED AS SHOWN.
 18. ALL EXHAUST FANS ARE TO BE LOCATED AS SHOWN.
 19. ALL EXHAUST DUCTS ARE TO BE LOCATED AS SHOWN.
 20. ALL EXHAUST OUTLETS ARE TO BE LOCATED AS SHOWN.
 21. ALL EXHAUST PIPES ARE TO BE LOCATED AS SHOWN.
 22. ALL EXHAUST CHIMNEYS ARE TO BE LOCATED AS SHOWN.
 23. ALL EXHAUST ROOFS ARE TO BE LOCATED AS SHOWN.
 24. ALL EXHAUST FOUNDATIONS ARE TO BE LOCATED AS SHOWN.

FOR INFORMATION ONLY
 1-800-231-0070
 1-800-231-0070
 1-800-231-0070

CHARLES J. O'BRIEN ARCHITECT

M SALES / A-SERVICE

REVISIONS

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CARMAX
 THE AUTO SUPERSTORE

STORE #107
 10700 ROUTE 28
 SUITE 100
 GAITHERSBURG, MD 20878

PROJECT NO. 10700000
DATE 08/01/2001
REVISIONS

FLOOR PLAN - SERVICE AND PGC

A2.1

**DUTCHESS COUNTY DEPARTMENT OF LAW
CAROLINE E. BLACKBURN, COUNTY ATTORNEY
County Office Building
22 Market Street
Poughkeepsie, New York 12601
Tel. (845) 486-2110 • Fax (845) 486-2002**

MEMORANDUM:

TO: AnneMarie Andrews, Executive Secretary, County Executive's Office

FROM: Caroline E. Blackburn, County Attorney 

DATE: May 27, 2026

SUBJECT: Public Hearing for a Local Law Amending Local Law No. 2 of 2024 Regulating
Hazardous Pollution Sources in Proximity to Public Water Supply Sources,
Aquifers and Wetlands
Resolution No. 2026088
Our File No. G-1910

The following original documents are attached: sign in sheet, opening statement, and notes on public hearing.

CEB/rjw
Enc.

NOTES ON PUBLIC HEARING
Resolution No. 2026088
May 27, 2026

The public hearing was declared open at 10:31 a.m. by the presiding officer, Caroline E. Blackburn, County Attorney, the designated hearing officer for County Executive Susan J. Serino.

The Legal Notice invited interested parties to be heard concerning:

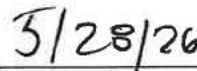
A Local Law Amending Local Law No. 2 of 2024 Regulating Hazardous Pollution Sources in Proximity to Public Water Supply Sources, Aquifers and Wetlands.

Please note the appearances on the sign in sheet. There were no statements made, submissions or requests to send in written statements.

The Public Hearing was declared closed at 10:40 a.m.



Caroline E. Blackburn, County Attorney
Designated Hearing Officer for:
Susan J. Serino, Dutchess County Executive



Date

**OPENING STATEMENT
BY CAROLINE E. BLACKBURN
May 27, 2026 at 10:30 a.m.**

Good morning. I am Caroline E. Blackburn, County Attorney. As County Attorney I have been assigned to conduct this hearing on behalf of the County Executive. A summary of all oral testimony and the original documentation of any written testimony presented shall be provided to the County Executive for her review and consideration.

The purpose of this public hearing is to receive comments from the public regarding a local law enacted by the Dutchess County Legislature on May 11, 2026. This local law amends Local Law No. 2 of 2024 Regulating Hazardous Pollution Sources in Proximity to Public Water Supply Sources, Aquifers and Wetlands.

All those who wish to speak will be allowed 3 minutes each. You may also submit a written statement today if you wish.

All comments must be confined to the local law. I am here today to listen to you; accordingly, there will be no discussion or question and answer period.

Please note that these proceedings will be audio taped.

Please state your name and address before making a statement. If you have not already done so, please enter your name and address on our “sign-in” sheet. You will be called in the order you signed in. In order to move things along, note the names called before yours. Elected officials will be last.

Before we begin public comment, let the record show that notice of this hearing was published once in the Poughkeepsie Journal on or before May 20, 2026 and once in the Southern Dutchess News on or before May 20, 2026.

We will now open the hearing for comment.

SIGN IN SHEET # 1 OF 1
 Local Law Amending Local Law No. 2 of 2024 Regulating Hazardous Pollution Sources
 In Proximity to Public Water Supply Sources, Aquifers and Wetlands.
 located at 22 Market Street, Poughkeepsie, New York 12601
 PUBLIC HEARING, May 27, 2026 at 10:30 a.m.

PLEASE PRINT CLEARLY

NAME (<u>PRINT</u>)	ADDRESS (<u>PRINT</u>)	PHONE	ORGANIZATION OR AFFILIATION (IF ANY)	WISH TO SPEAK (YES OR NO)
LISA KAUL	74 Boardman Rd. Poughkeepsie NY 12603	845- 309-4507	DC Leg	N
Clara Masters	13 Green Street Beacon NY 12508	845-745- 2532	DC Leg	N

SOUTHERN DUTCHESS NEWS
NORTHERN DUTCHESS NEWS
84 EAST MAIN STREET
WAPPINGERS FALLS, NY 12590

Affidavit of Publication

TO: DUTCHESS COUNTY EXECUTIVE'S OFFICE
22 MARKET STREET
POUGHKEEPSIE, NY 12601

Re: Legal Notice # 62477 PUBLIC HEARING 5/27/26 LOCAL LAW NO. 2 RESOLUTION
2026088

State of NEW YORK)
) SS:
County of DUTCHESS)

The undersigned is the publisher of Southern Dutchess News, a weekly newspaper published in WAPPINGERS FALLS, NEW YORK. A notice regarding PUBLIC HEARING 5/27/26 LOCAL LAW NO. RESOLUTION 2026088 was published in said newspaper once on 5/20/26. The text of the notice as published in said newspaper is as set forth below.

Legal Notice
Resolution 2026088
May 15, 2026
NOTICE IS HEREBY
GIVEN that a public
hearing will be held by
the County Attorney of
Dutchess County in
the County Office
Building, County At-
torney's Conference
Room, 5th Floor, 22
Market Street, Pough-
keepsie, New York, on
the 27th day of May
2026 at 10:30 a.m. on
the following Local
Law:
A LOCAL LAW
AMENDING LOCAL
LAW NO. 2 OF 2024
REGULATING HAZ-
ARDOUS POLLU-
TION SOURCES IN
PROXIMITY TO PUB-
LIC WATER SUPPLY
S O U R C E S ,
AQUIFERS AND
WETLANDS.
At said time and place,
all parties interested
will be heard.
Dated: May 13, 2026
Poughkeepsie, NY
Susan Serino
Dutchess County
Executive

ALBERT M. OSTEN, Publisher

By: 
AUDREY SNIDER
Authorized Designee of the Publisher

Sworn to before me this 20th day of May, 2026.


NANCY HYDUKE
Notary Public, State of NEW YORK
No. 01HY6221990
Qualified in DUTCHESS County
My commission expires on September 26, 2026

AFFIDAVIT OF PUBLICATION

State of New York
County of Dutchess

A. Kolott being duly sworn, deposes and says she is the Principal Clerk of **The Poughkeepsie Journal**, Division of Gannett Newspaper Subsidiary, publishers of following newspaper and published in the County of Dutchess and the State of New York, of which annexed is a printed copy, out from said newspaper has been published in said newspaper editions dated:

05/20/2026

Subscribed and sworn to before me this 20 day of May, 2026

Notary Public
State of Wisconsin, County of Brown

Amy Kolott
Vicki Felty

VICKY FELTY
Notary Public
State of Wisconsin

grazem

Legal Notice
Resolution 2026088
May 15, 2026

NOTICE IS HEREBY GIVEN that a public hearing will be held by the County Attorney of Dutchess County in the County Office Building, County Attorney's Conference Room, 5th Floor, 22 Market Street, Poughkeepsie, New York, on the 27th day of May 2026 at 10:30 a.m. on the following Local Law:

A LOCAL LAW AMENDING LOCAL LAW NO. 2 OF 2024 REGULATING HAZARDOUS POLLUTION SOURCES IN PROXIMITY TO PUBLIC WATER SUPPLY SOURCES, AQUIFERS AND WETLANDS.

At said time and place, all parties interested will be heard.

Dated: May 13, 2026
Poughkeepsie, NY
12340506

Susan Serino
Dutchess County Executive

Non-Consent Agenda

Resolution

2026051 Authorizing Grant Agreement with the New York State Emergency Services Ip Network Readiness Grant Program and Amending the 2026 Adopted County Budget as It Pertains to the Department of Emergency Response

Moved by Majority Leader Atkins, seconded by Assistant Majority Leader Munn.

Discussion: Legislator Shah spoke about ongoing conversations with the Town and City of Poughkeepsie and the Commissioner of Emergency Management, and spoke in favor of the Resolution.

Leader Munn praised those who were involved in follow-up and the diligence of those involved in oversight.

The Resolution being duly moved and seconded, the Legislature unanimously adopted the foregoing Resolution, with Legislator Johnson absent.

2026073 Confirming the Appointment of Shannon Decker as Commissioner of Finance

Moved by Majority Leader Atkins, seconded by Assistant Majority Leader Munn.

Discussion: Leader Munn thanked the County administration for answering remaining questions and praised the candidate as well-qualified.

Legislator Shah spoke in favor of the Resolution and spoke highly of the candidate.

Legislator Drago spoke in favor of the Resolution and spoke highly of the candidate.

The Resolution being duly moved and seconded, the Legislature unanimously adopted the foregoing Resolution.

2026082 Offering Lethality Assessment Program to All Elected Officials in Dutchess County

Moved by Majority Leader Atkins, seconded by Assistant Majority Leader Munn.

Discussion: Legislator Arnoff spoke as author of the Resolution in favor of its adoption.

The Resolution being duly moved and seconded, the Legislature unanimously adopted the foregoing Resolution.

2026089 Resolution of the Dutchess County Legislature Establishing the Standing Committee on Artificial Intelligence and Technology Oversight

Moved by Majority Leader Atkins, seconded by Assistant Majority Leader Munn.

Discussion: Leader Munn spoke as author of the Resolution in favor of its adoption.

Leader Metzger spoke in favor of the premise of the Resolution but said it was too fast for consideration and that he would like to postpone the matter to June. He further spoke about the number of voting members and the structure of the committee.

Leader Munn acknowledged a typographical error and volunteered to amend the Resolution to allay any concerns.

Leader Metzger thanked Leader Munn for the clarification and the offer to amend the Resolution and reasserted that the Resolution is moving too quickly.

Leader Munn moved to amend the Resolution, to remove the phrase ‘non-voting’ from the last line of the second Resolved paragraph, seconded by Leader Atkins.

Discussion: None.

The motion being made and duly seconded, the Legislature unanimously passed the Motion to Amend.

Leader Metzger Moved to Postpone to June, seconded by Leader Polasek.

Discussion: Legislator Kaul spoke against the motion to postpone.

Legislator Shah spoke against the motion to postpone.

Leader Metzger spoke in favor of the motion.

Legislator Drago spoke against the motion.

The motion being made and duly seconded, a roll-call vote was called:

AYES: 10 CASWELL, DARROW, FAUST, GILES, HOUSE, MCHOUL,
METZGER, POLASEK, ROLISON, TRESCA

NAYS: 14 ALEXANDER, ARNOFF, ATKINS, BRENDLI, DRAGO, KAUL,
KEARNEY, LAWLER, MUNN, REDL, RHODES, SHAH, VALDES
SMITH, WINSBY

ABSENT: 1 JOHNSON

The motion was defeated.

Leader Atkins spoke in favor of the Resolution.

Legislator Caswell spoke against the Resolution.

Legislator Lawler spoke in favor of the Resolution.

Legislator Brendli spoke in favor of the Resolution.

Legislator McHoul spoke against the Resolution, asserting that AI matters could be assigned to the GSA committee.

The Resolution being duly moved and seconded, a roll-call vote was called.

AYES: 16	ALEXANDER, ARNOFF, ATKINS, BRENDLI, DRAGO, HOUSE, KAUL, KEARNEY, LAWLER, MUNN, REDL, RHODES, ROLISON, SHAH, VALDES SMITH, WINSBY
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NAYS: 8	CASWELL, DARROW, FAUST, GILES, MCHOUL, METZGER, POLASEK, TRESKA
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ABSENT: 1	JOHNSON
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The foregoing Resolution was adopted.

RESOLUTION NO. 2026051

RE: AUTHORIZING GRANT AGREEMENT WITH THE NEW YORK STATE EMERGENCY SERVICES IP NETWORK READINESS GRANT PROGRAM AND AMENDING THE 2026 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF EMERGENCY RESPONSE

Legislators VALDÉS SMITH, POLASEK, METZGER, ALEXANDER, ARNOFF, BRENDLI, CASWELL, DARROW, DRAGO, FAUST, GILES, HOUSE, KAUL, KEARNEY, LAWLER, MCHOUL, REDL, RHODES, ROLISON, SHAH, TRESCA and WINSBY offer the following and move its adoption:

WHEREAS, the Commissioner of Emergency Response has advised that the New York State Homeland Security and Emergency Services has awarded the County an Emergency Services IP Network (ESInet) Readiness Grant in the sum of \$689,655 to enhance the County's public safety operations by strengthening communications infrastructure., and

WHEREAS, the grant covers a five (5) year period from January 1, 2026 through December 31, 2030, and

WHEREAS, this funding will support critical enhancements, specifically the modernization and improved routing of the Vesta 911 phone system through the implementation of fiber and microwave technology, and these enhancements will eliminate redundant routing and strengthen system reliability by improving network infrastructure, and

WHEREAS, it is necessary for this Legislature to authorize the execution of a grant agreement and to amend the 2026 Adopted County Budget to accept such funds and provide for the receipt and expenditure of said funds, now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive, or her designee, to accept the grant award from the New York State Homeland Security and Emergency Services in connection with the above grant program and further authorizes and empowers the County Executive, or her designee, to execute a grant agreement, and other necessary documents required regarding this grant program, on behalf of the County of Dutchess, and be it further

RESOLVED, that the Commissioner of Finance is hereby authorized, empowered and directed to amend the 2026 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.3020.4612	Repairs/Alt to Equipment	\$250,000
A.3020.4609	Maintenance Service Contracts	\$ 59,655
A.3020.4124	Communication Supplies	\$ 80,000
A.3020.4231.53	Data Lines Line Charges	\$ 50,000
A.3020.4613	Repairs/Alt to Real Property	\$200,000
A.3020.4401.105	Professional Services Consultants	<u>\$ 50,000</u>
		<u>\$689,655</u>

BUDGET, FINANCE, AND PERSONNEL

REVENUES

Increase

A.3020.33890,24

General Fund, Safety-Other Pub Safety
NYS ESInet Readiness Grant

\$689,655

CA-030-26

LDF/rjw

G-0148-A

3/3/2026

Fiscal Impact: See Attached

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

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 11 day of May 2026 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 12 day of May 2026.



[Signature]
JULIE SIROISH, CLERK OF THE LEGISLATURE

Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 3 - LaGrange	Polasck		
District 12 - East Fishkill	Metzger		
District 1 - Town of Poughkeepsie	Redl		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	Shah		
District 6 - Town of Poughkeepsie	Kaul		
District 7 - Hyde Park and Pleasant Valley	Darrow		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		Absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 13 - East Fishkill and Wappinger	Giles		
District 14 - Wappinger and Town of Poughkeepsie	Winsby		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Rhodes		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Tresca		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		
Present: <u>24</u>	Resolution: <u> </u>	Total : <u>24</u>	<u>0</u>
Absent: <u>1</u>	Motion: <u> </u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u> </u>	

2026051 AUTHORIZING GRANT AGREEMENT WITH THE NEW YORK STATE EMERGENCY SERVICES IP NETWORK READINESS GRANT PROGRAM AND AMENDING THE 2026 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENT OF EMERGENCY RESPONSE

COORDINATION

Initialing indicates information only:



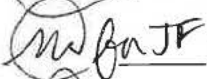
County Executive



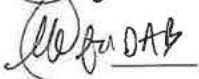
County Attorney (as to form)



Emergency Response



Finance



Comptroller



Budget

SUE SERINO
COUNTY EXECUTIVE



WILLIAM H. BEALE
COMMISSIONER

DUTCHESS COUNTY GOVERNMENT
DEPARTMENT OF EMERGENCY RESPONSE

MEMORANDUM

TO: A. Gregg Pulver, Deputy County Executive

FROM: William H. Beale, Commissioner, Department of Emergency Response *WHS*

DATE: February 20, 2026

RE: Approval to Incorporate Grant Funds into the 2026 Department of Emergency Response Budget for Upgrades to 911 System Routing Infrastructure

Attached please find a Resolution Request form and Fiscal Impact Statement outlining a recently awarded grant in the amount of \$689,655 under the New York State Emergency Services IP Network (ESInet) Readiness Grant Program.

These funds will be allocated to support critical enhancements, specifically the modernization and improved routing of the Vesta 911 phone system through the implementation of fiber and microwave technology. This upgrade will eliminate redundant routing and strengthen system reliability by improving network infrastructure.

I respectfully request Legislative approval to amend the 2026 Department of Emergency Response budget to include these grant funds. This funding will enable DER to continue advancing public safety communications.

Your consideration and approval of this request is greatly appreciated.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 689,655

Total Current Year Revenue \$ 689,655
and Source

New York State Emergency Services IP Network (ESInet) Readiness Grant Program award.

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 \$ 689,655

Nature/Reason:

This grant award will support the updated/enhanced routing of the Vesta phone system which will use fiber and microwave technology to correct redundant routing between the two sides of the phone system.

Anticipated Savings to County: \$689,655

Net County Cost (this year): \$0

Over Five Years: \$0

Additional Comments/Explanation:

Prepared by: Cynthia Halupke

Prepared On: 2/20/2026

Emergency Response - ESInet Grant				
APPROPRIATIONS				
<u>Increase</u>	A.3020.4612	Repairs/Alt to Equipment	\$	250,000
	A.3020.4609	Maintenance Service Contracts	\$	59,655
	A.3020.4124	Communication Supplies	\$	80,000
	A.3020.4231.53	Data Lines Line Charges	\$	50,000
	A.3020.4613	Repairs/Alt to Real Property	\$	200,000
	A.3020.4401.105	Professional Services Consultant	\$	50,000
			\$	689,655
REVENUES				
<u>Increase</u>	A.3020.33890.24	General Fund, Safety - Other Pub Safety NYS ESInet Readiness Grant	\$	689,655
			\$	689,655



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

TERENCE O'LEARY
Acting Commissioner

February 2, 2026

The Honorable Sue Serino
Dutchess County Executive
County Office Building
22 Market Street, 6th Floor
Poughkeepsie, NY 12601

Dear Ms. Serino:

I am pleased to announce that Dutchess County has been awarded \$689,655 under the New York State Emergency Services IP Network (ESInet) Readiness Grant Program. This program, administered by DHSES, provides State support through grant funding for your county to enhance its public safety operations by strengthening communications infrastructure. This is critical in emergency situations and ensuring that public safety personnel are prepared as they respond to calls for service. This grant focuses on enhancing counties' readiness to connect to fiber-optic cable-based emergency services IP networks (ESInets) for public safety answering points (PSAPs) according to the current NENA i3 standard.

The performance period for the ESInet Readiness Grant Program will be five (5) years (January 1, 2026 – December 31, 2030). Please note that expenditures submitted for reimbursement must be incurred during the period of performance.

On behalf of Governor Kathy Hochul, the Division remains committed to supporting first responders, including through the enhancement of your PSAPs. Please feel free to contact me if you have any questions, at 518-242-5000, or DHSES' Office of Interoperable and Emergency Communications (OIEC) Director, Mark J. Balistreri, at 518-322-4939.

Thank you for your partnership in this public safety endeavor.

Sincerely,

Terence O'Leary
Acting Commissioner

BUDGET, FINANCE & PERSONNEL

RESOLUTION NO. 2026073

RE: CONFIRMING THE APPOINTMENT OF SHANNON DECKER
AS COMMISSIONER OF FINANCE

Legislators VALDÉS SMITH, POLASEK, METZGER, ALEXANDER, CASWELL, DARROW, FAUST, GILES, HOUSE, MCHOUL, REDL, RHODES, ROLISON and TRESCA offer the following and move its adoption:

WHEREAS, the County Executive has appointed Shannon Decker as Commissioner of Finance effective May 2, 2026, and pursuant to Article VI, Section 6.01 of the Dutchess County Charter, the County Executive herein seeks confirmation of said appointment by this body, and

WHEREAS, the Commissioner of Human Resources has determined that Shannon Decker is qualified to perform the duties of the position of Commissioner of Finance, and

WHEREAS, a copy of Shannon Decker's resume is annexed hereto, now therefore, be it

RESOLVED, that the Legislature of the County of Dutchess does hereby confirm the appointment of Shannon Decker to the position of Commissioner of Finance effective May 2, 2026.

CA-059-26

CEB/rjw

G-0145

4/16/2026

Fiscal Impact: See Attached.

APPROVED

Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK

EN

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 12 day of May, 2026, 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 12 day of May, 2026.



Julie Shiroishi
JULIE SHIROISHI, CLERK OF THE LEGISLATURE

Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 3 - LaGrange	Polasek		
District 12 - East Fishkill	Metzger		
District 1 - Town of Poughkeepsie	Redl		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff		
District 4 - Hyde Park and Town of Poughkeepsie	Lawler		
District 5 - Town of Poughkeepsie	Shah		
District 6 - Town of Poughkeepsie	Kaul		
District 7 - Hyde Park and Pleasant Valley	Darrow		
District 8 - City and Town of Poughkeepsie	Brendli		
District 10 - City of Poughkeepsie	Johnson		Absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney		
District 13 - East Fishkill and Wappinger	Giles		
District 14 - Wappinger and Town of Poughkeepsie	Winsby		
District 15 - Wappinger	Faust		
District 17 - Town and Village of Fishkill	McHoul		
District 18 - City of Beacon and Fishkill	Rhodes		
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago		
District 21 - East Fishkill	Caswell		
District 22 - Beekman and Union Vale	Tresca		
District 23 - Pawling, Beekman and East Fishkill	Rolison		
District 24 - Dover and Pawling	House		
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		
Present:	<u>24</u>	Resolution: <u> </u>	Total : <u>24</u> <u>0</u>
Absent:	<u>1</u>	Motion: <u> </u>	Yes No
Vacant:	<u>0</u>		Abstentions: <u> </u>

2026073 CONFIRMING THE APPOINTMENT OF SHANNON DECKER AS
COMMISSIONER OF FINANCE

COORDINATION

Initialing indicates information only:



County Executive

CB

County Attorney (as to form)

ACB

Human Resources



Budget

SUE SERINO
COUNTY EXECUTIVE



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

DUTCHESS COUNTY GOVERNMENT

April 20, 2026

Mr. Bradford Kendall
Dutchess County Clerk
22 Market Street
Poughkeepsie, NY 12601

Dear County Clerk Kendall:

I hereby appoint Shannon Decker as Commissioner of Finance, beginning on May 2, 2026. It is my intention that Ms. Decker serve as Acting Commissioner from May 2, 2026 until she is confirmed by the Legislature at the May 11, 2026 Legislative Board Meeting.

Ms. Decker has served the Department of Finance for nearly 19 years, advancing through multiple roles and gaining broad operational expertise while supervising staff. She is well prepared for this leadership position, and I look forward to working with her in this capacity.

Pursuant to the Dutchess County Charter, I am submitting a resolution for Ms. Decker's confirmation at the May 11, 2026 Board meeting of the Legislature.

Sincerely,

A handwritten signature in cursive script that reads "Sue Serino".

Sue Serino
Dutchess County Executive

Cc: Julie Shirioishi, Clerk of the Legislature
Rachel Kashimer, Commissioner of Human Resources

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ _____
and Source

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

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

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

Additional Comments/Explanation:

The previous Commissioner was budgeted at a higher salary than the new appointment so there will be savings.

Prepared by: Jessica White, Budget Office

Prepared On: 4/14/26

SHANNON DECKER

Pleasant Valley, NY 12569 ~ [REDACTED]

Demonstrated financial leader with an extensive knowledge of accounting and budgetary practices. Familiar with challenging financial environments and proficient at producing high-quality statements and reports within demanding timeframes while ensuring compliance with accounting and auditing standards. Experienced at managing critical deadlines and providing guidance in all areas of familiarity.

CORE COMPETENCIES

~ Fund Accounting ~ Audit Readiness/Compliance ~ Financial Statement Preparation/Analytical Review ~
~ Budgeting ~ Internal Controls ~ Fiscal Closings ~ Electronic Banking Processes ~ Reconciliation Practices ~
~ General Ledger Activities ~ Revenue/Expense Forecasts ~ Cash Flow Administration ~ Variance Analysis ~

EMPLOYMENT

DUTCHESS COUNTY FINANCE DEPARTMENT, Poughkeepsie, NY

Senior Research Analyst (June 2021-Present)

Senior Accountant (July 2011 – June 2021)

Accountant (July 2007 – July 2011)

- ❖ Evaluate existing accounting and auditing systems, methods and procedures and make recommendations of fiscal and organizational policies and restructuring, consolidation of functions and services.
- ❖ Review County's financial management system and lead in the continued evaluation of the system and enhancements.
- ❖ Interpret and apply laws, rules and regulations concerning fiscal procedures and reporting requirements for federal, state, and local programs.
- ❖ Lead and participate in the implementation of mandated changes in accounting procedures and coding, such as the implementation of GASB 96 – SBITA's, GASB 87 – Leases, GASB 75 – Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, GASB 68 – Accounting and Financial Reporting for Pensions, GASB 54 – Fund Balance Reporting and Governmental Fund Type Definitions, and GASB 51 – Accounting and Financial Reporting for Intangible Assets.
- ❖ Provide guidance and assistance to departmental and non-departmental personnel regarding accounting and budgeting matters, operations, and special projects.
- ❖ Oversee the daily operation of the accounting and cash management units within Finance, including the receipt and disbursement of funds, transfer of monies for various transactions, the maintenance of accounting books of record and automated accounting records, preparation of statements for management, and the preparation of financial accounting, cost and statistical statements, studies and reports.
- ❖ Close and adjust books, and prepare, review, and finalize the county Annual Financial Report for the NYS Comptroller's office, as well as the Dutchess County Annual Financial Statements in accordance with GASB 34.
- ❖ Prepare the written response to the annual audit report or to audits by outside authorities.
- ❖ Train, supervise and provide consultation on difficult assignments to Accountants and lower-level accounting staff.
- ❖ Assist outside auditors in their review of financial records.
- ❖ Respond to special oral and written requests for financial information.
- ❖ Assist in the preparation and review of revenue estimates for the County's annual budget preparation.
- ❖ Supervise the central accounting of claims for state and federal reimbursement of programs.
- ❖ Oversee Capital Fund accounting for over twenty capital projects, including tracking revenues, expenses, budgeting, state and federal revenue accruals and associated capital indebtedness (*including County Airport and Mass Transit capital projects*).

- ❖ Reconcile fixed assets', which includes updating work-in-process schedules, entering new assets, booking depreciation, and completing the fixed asset roll-forward.
- ❖ Prepare and/or review reconciliations of all County checking, money market, and certificate of deposit accounts.
- ❖ Perform the record keeping and required fiscal reporting for state and federally funded programs by interpreting guidelines and instructions and monitoring schedules and reports.

SEDORE AND COMPANY, CPA's, Poughkeepsie, NY

Senior Auditor (*January 2006 – July 2007*)

- ❖ Planned, performed, and managed non-profit and municipal engagements.
- ❖ Prepared complex engagement workpapers.
- ❖ Provided oversight to staff auditors.
- ❖ Communicated complex issues to Audit Managers and Partners.
- ❖ Prepared individual and non-profit tax returns.
- ❖ Prepared audit client financial statements in accordance with GASB 34.
- ❖ Worked closely with, and maintained positive working relations with all audit clients and coworkers.

SICKLER, TORCHIA, ALLEN & CHURCHILL, CPA's, Lake Katrine, NY

Staff Auditor (*August 2004 – January 2006*)

- ❖ Assisted in municipal, non-profit, and financial institution engagements.
- ❖ Prepared financial statements for audit clients.
- ❖ Prepared payroll, individual, corporate and non-profit tax returns.
- ❖ Performed general accounting/compilation services for insurance agencies, manufacturing, retail, and wholesale operations, and professional firms.

EDUCATION

State University of New York at New Paltz - New Paltz, NY

Bachelor of Science - Accounting

SUNY Polytechnic Institute - Utica, NY

Master of Science in Accountancy

TECHNOLOGY

FINANCIAL APPLICATIONS

New World FMS/Quickbooks

MICROSOFT APPLICATIONS

Word/Excel

RESOLUTION NO. 2026082

RE: OFFERING LETHALITY ASSESSMENT PROGRAM TO ALL
ELECTED OFFICIALS IN DUTCHESS COUNTY

Legislators ARNOFF, VALDÉS SMITH, ATKINS, MUNN, ALEXANDER, BRENDLI, DRAGO, KAUL, KEARNEY, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its immediate adoption:

WHEREAS, in Dutchess County, all 17 law enforcement jurisdictions have implemented the Lethality Assessment Program (LAP), and the County has seen firsthand the lifesaving impact of this approach; and

WHEREAS, Dutchess County experienced a sharp rise in domestic violence homicides between 2010 and 2013, with 14 deaths during that four-year period, including intimate partners, children, family members, and a responding police officer; and

WHEREAS, in response, Dutchess County began implementing the LAP in 2014, and since then the program has expanded countywide due to its demonstrated effectiveness; and

WHEREAS, in 2025 alone, 1,545 LAP screenings were conducted in Dutchess County, of which 688 individuals were identified as being at high danger for domestic violence homicide; and

WHEREAS, nineteen of those cases were determined to be at the highest level of risk and were referred to the Dutchess County High Risk Team for intensive intervention, including advocacy, safety planning, case management, and a coordinated criminal justice response; and

WHEREAS, in 2024, Dutchess County further strengthened its model under the oversight of the Universal Response to Domestic Violence Steering Committee by updating the screening tool and associated training to reflect current research around stalking and strangulation; and

WHEREAS, research shows that victims who experience strangulation by an intimate partner are 750 percent more likely to be killed by that partner; and

WHEREAS, the LAP ensures that high-risk victims are not only identified but are also immediately connected with trained advocates at the scene; and

WHEREAS, this connection is critical, as victims who engage with advocacy services are significantly less likely to be killed and more likely to participate in the criminal justice process, resulting in improved outcomes, increased offender accountability, and enhanced safety for victims, law enforcement, and the community; and

WHEREAS, elected officials in Dutchess County work alongside, oversee, and legislate on matters affecting law enforcement, and therefore should understand the Lethality Assessment Program and how it operates; and

FAMILY & HUMAN SERVICES

WHEREAS, many elected officials also work with and encounter victims of domestic violence and should have the tools and training necessary to support those individuals effectively; and

WHEREAS, the Lethality Assessment Program is a structured, evidence-based tool administered by trained law enforcement personnel and domestic violence advocates, and is not intended for use by individuals outside of those professional roles; and

WHEREAS, many elected officials also work with and encounter victims of domestic violence and should have the tools and training necessary to understand the complexities of domestic violence and know where and how to refer individuals to the appropriate community resources, and

WHEREAS, elected officials are not service providers and do not perform crisis intervention or lethality assessments, but may benefit from training to increase awareness of risk factors and to facilitate appropriate referrals to qualified professionals; now, therefore, be it

RESOLVED, that the scope of duties of the Universal Response to Domestic Violence Committee shall be expanded to provide training to elected officials in Dutchess County; and be it further

RESOLVED, that all elected officials in Dutchess County shall be offered LAP assessment training by the Universal Response to Domestic Violence Committee, to increase awareness and understanding of domestic violence, enhance recognition of high-risk indicators, and ensure appropriate referral to qualified law enforcement and victim advocacy services, and be it further

RESOLVED, that the Universal Response to Domestic Violence Committee shall include in its annual report to the legislature, the number of elected officials who participate in such trainings; and be it further

RESOLVED, that this training shall be offered twice annually in the Legislative Chambers.

APPROVED
Susan J. Serino
SUSAN J. SERINO
COUNTY EXECUTIVE

Date May 19, 2026

STATE OF NEW YORK

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 11 day of May, 2026, 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 12 day of May, 2026.



[Signature]
JULIE SIROISHI, CLERK OF THE LEGISLATURE

Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith		
District 9 - City of Poughkeepsie	Atkins		
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn		
District 3 - LaGrange	Polasek		
District 12 - East Fishkill	Metzger		
District 1 - Town of Poughkeepsie	Redl		
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff		
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District 10 - City of Poughkeepsie	Johnson		Absent
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District 24 - Dover and Pawling	House		
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander		
Present:	<u>24</u>	Resolution: <u> </u>	Total : <u>24</u> <u>0</u>
Absent:	<u>1</u>	Motion: <u> </u>	Yes No
Vacant:	<u>0</u>		Abstentions: <u> </u>

2026082 OFFERING LETHALITY ASSESSMENT PROGRAM TO ALL ELECTED OFFICIALS
IN DUTCHESS COUNTY

FISCAL IMPACT STATEMENT

☒ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by the requesting department)

Total Current Year Cost \$ 0 _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds (check one):

- ☐ Existing Appropriations ☐ Contingency ☐ Transfer of Existing
☐ Additional Appropriations ☐ Other (explain) Appropriations

Identify Line Item(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County:

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

Are there any costs associated with this resolution that impact any cities, towns, or villages within Dutchess County? _____ (If YES, detail below or include on a separate sheet.)

Additional Comments / Explanation:

Prepared by: Emma Arnoff



Prepared On: 6/23/26

RESOLUTION NO. 2026089

RESOLUTION OF THE DUTCHESS COUNTY LEGISLATURE
ESTABLISHING THE STANDING COMMITTEE ON ARTIFICIAL
INTELLIGENCE AND TECHNOLOGY OVERSIGHT

Legislators MUNN, VALDÉS SMITH, ALEXANDER, ARNOFF, BRENDLI, DRAGO, KAUL, KEARNEY, LAWLER, REDL, RHODES, SHAH and WINSBY offer the following and move its adoption:

WHEREAS, artificial intelligence (AI) and related technologies, including large language models, generative AI systems, agentic AI systems, AI-embedded software tools, algorithmic decision-making systems, predictive analytics platforms, robotic process automation, biometric technologies, and surveillance technologies, are being rapidly adopted across government at every level, including within Dutchess County government and its agencies, departments, and contracted service providers; and

WHEREAS, the Dutchess County Legislature recognizes that it has a responsibility, as the legislative, appropriating, and policy-determining body of the County, to understand, investigate, and oversee the use of artificial intelligence and related technologies across all branches and agencies of Dutchess County government, including but not limited to executive branch departments, the offices of independently elected county officials, county-contracted vendors, and any entity performing services on behalf of the County; and

WHEREAS, the rapid pace of development of artificial intelligence and related technologies poses significant risks to data security, worker rights, constituent privacy, civil liberties, and equitable treatment, and creates the potential for significant financial commitments embedded in AI and technology contracts and procurement decisions, making it essential that the Legislature have a dedicated standing body with the authority and expertise to conduct ongoing, continuous oversight of the use of such technologies throughout county government; and

WHEREAS, the use of artificial intelligence and related technologies in government operations — including algorithmic decision-making systems, predictive analytics platforms, robotic process automation, biometric and surveillance technologies, agentic and autonomous AI systems, generative AI tools, and AI embedded in vendor-provided software — raises fundamental questions of transparency, accountability, worker protection, constituent privacy, civil rights, environmental impact, and fiscal responsibility that fall squarely within the Legislature's policy-determining role; and

WHEREAS, the Dutchess County Legislature recognizes that artificial intelligence, predictive, and related technologies, when responsibly developed, procured, and deployed, have the potential to enhance governmental efficiency, improve service delivery, and support public safety, and that realizing these benefits for Dutchess County residents requires dedicated oversight, robust safeguards, and meaningful accountability; and

GOVERNMENT SERVICES & ADMINISTRATION

WHEREAS, without dedicated legislative oversight, the adoption of artificial intelligence and related technologies across county government may proceed without adequate public scrutiny, legislative review, or consideration of the risks such technologies pose to county employees, constituents, and the integrity of county operations; and

WHEREAS, Section 2.02(m) of the Dutchess County Charter expressly grants the County Legislature the power to conduct studies and investigations in furtherance of its legislative functions, and in connection therewith to obtain and employ professional and technical advice, appoint citizens' committees, commissions and boards, subpoena witnesses, administer oaths, and require the production of books, papers and other evidence necessary or material to such studies or investigations; and

WHEREAS, Section 32.05 of the Dutchess County Administrative Code grants to the Chair of any standing committee of the County Legislature the power to subpoena and compel the attendance of witnesses and the production of books, records, and papers as the same may be pertinent to the committee's functions; and

WHEREAS, Rule 5.1 of the Permanent Rules of the Dutchess County Legislature authorizes the Legislature to create standing committees by resolution, provided the resolution specifies the power, duties, and number of committee members; and

WHEREAS, Rule 5.2 of the Permanent Rules provides that every committee shall have actual or implied authority to do whatever is necessary to carry out the functions of the committee or whatever is reasonably incidental thereto, including the authorization of its Chair to act on the Committee's behalf in administrative and investigative matters; and

WHEREAS, Rule 5.6 of the Permanent Rules authorizes any committee of the Legislature to accept advice and counsel from citizens who are not members of the Legislature, enabling the Committee to draw upon the expertise of technologists, labor representatives, privacy and civil rights advocates, and other relevant specialists; and

WHEREAS, all meetings of the Standing Committee on Artificial Intelligence Oversight will be open to the public, with minutes and recordings made publicly available, ensuring ongoing transparency and public accountability; and

WHEREAS, the Dutchess County Legislature is committed to ensuring that any adoption or use of artificial intelligence and related technologies within county government is transparent, accountable, equitable, protective of workers and constituents, and subject to meaningful legislative oversight; now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby establishes the Standing Committee on Artificial Intelligence and Technology Oversight (hereinafter "the Committee") as a standing committee of the Dutchess County Legislature, pursuant to Rule 5.1 of the Permanent

GOVERNMENT SERVICES & ADMINISTRATION

Rules of the Dutchess County Legislature and Section 2.02(m) of the Dutchess County Charter; and be it further

RESOLVED, that the Committee shall be composed of seven (7) voting members of the Dutchess County Legislature, appointed by the Chair of the Legislature in accordance with Rule 5.3 of the Permanent Rules within thirty (30) days of the adoption of this resolution or within thirty (30) days of the Organizational Meeting in each subsequent year; the Chair of the Legislature, Majority Leader, Assistant Majority Leader, Minority Leader, and Assistant Minority Leader shall serve as ex officio members pursuant to Rule 5.3; and be it further

RESOLVED, that the Chair of the Standing Committee on Artificial Intelligence and Technology Oversight shall receive no stipend for service in that capacity during the 2026 calendar year; and be it further

RESOLVED, that the mandate of the Standing Committee on Artificial Intelligence and Technology Oversight shall include the following powers and duties:

(a) Investigation and study: to conduct ongoing studies and investigations into the current and proposed use of artificial intelligence technologies — including but not limited to large language models, generative AI tools, agentic AI systems, predictive AI, and AI-embedded software — across all branches of Dutchess County government, all executive branch departments and agencies, the offices of all independently elected county officials, and all vendors and contractors performing services on behalf of the County;

The Committee's investigative mandate shall extend to any automated, algorithmic, predictive, or data-driven technology, including but not limited to algorithmic decision-making systems, predictive analytics platforms, robotic process automation, biometric technologies, and surveillance technologies, that performs functions previously performed by humans, makes or materially influences decisions affecting county employees or constituents, or involves the collection, processing, or sharing of personal data, regardless of whether such technology is characterized by its vendor or developer as artificial intelligence.

The Committee's jurisdiction is limited to Dutchess County government and does not extend to towns, cities, or villages within the County. The Committee may, however, invite local government officials to participate voluntarily in its hearings and investigations, develop model AI and technology governance policies for local governments to adopt at their own discretion, and review the AI and technology implications of any shared services arrangements through which the County provides technology services to local municipalities.

(b) Information requests: to formally request, in writing, the production of information, records, contracts, procurement documents, impact assessments, and other materials from any county department, agency, office, or official, or any vendor or contractor performing

GOVERNMENT SERVICES & ADMINISTRATION

services on behalf of the County, relevant to the Committee's investigative mandate; all recipients of such written requests shall provide a substantive and complete response within fifteen (15) calendar days of receipt; a response that is incomplete, evasive, or otherwise fails to substantively address the request shall be treated as a non-response for purposes of triggering the Chair's subpoena authority under subsection (e); where the Chair determines in writing that the complexity or volume of a request genuinely warrants additional time, the Chair may grant a single extension of up to fifteen (15) additional calendar days, provided that no response deadline shall extend beyond thirty (30) calendar days from the date of the original request without approval of the Committee by majority vote; written information requests may be initiated by the Chair of the Committee on behalf of the Committee without requiring a prior vote of the Committee members, provided that the Chair shall inform the Committee members of any such request at the next scheduled Committee meeting; nothing herein shall preclude the Committee from directing the Chair by majority vote to issue a specific information request or to refrain from issuing a request;

(c) Handling of sensitive and protected information: in carrying out its investigative mandate, the Committee shall handle all information and materials produced in response to information requests or subpoenas in a manner consistent with applicable law, including but not limited to the New York State Freedom of Information Law, the Personal Privacy Protection Law, applicable attorney-client and executive privilege protections, and any other federal or state law governing the confidentiality of government records; where a county department, agency, office, official, vendor, or contractor asserts that responsive materials are exempt from disclosure or otherwise legally protected, such assertion shall be made in writing with specific identification of the legal basis for the claimed exemption within the response deadline established in subsection (b); the Committee Chair, in consultation with the Counsel to the Legislature, shall determine whether the claimed exemption is valid and whether the materials may nonetheless be reviewed by the Committee on a confidential basis; nothing in this resolution shall be construed to require or authorize the Committee to compel the disclosure of information in violation of applicable law, nor to waive any privilege or protection to which the County or any of its officers or employees may be entitled;

(d) Hearings: to convene public hearings and receive testimony from county officials, department heads, vendors, labor representatives, constituent advocates, and expert witnesses regarding the use of AI in county government;

(e) Subpoena authority: in the event that any county department, agency, office, official, vendor, or contractor fails to provide a substantive and complete response to a written information request within the time provided, or refuses cooperation with the Committee's investigative mandate, or provides a response that the Chair determines to be incomplete, evasive, or otherwise inadequate, the Chair of the Committee may exercise the subpoena authority granted by Section 32.05 of the Dutchess County Administrative Code to compel

GOVERNMENT SERVICES & ADMINISTRATION

the attendance of witnesses and the production of books, records, and papers pertinent to the Committee's functions; the Chair of the Committee shall notify the Chair of the Legislature and the full Legislature prior to the issuance of any subpoena;

(f) Recommendations: to develop and transmit to the full Dutchess County Legislature written recommendations for resolutions, local laws, procurement policies, contract standards, and other legislative actions governing the use of AI in county government; the Committee itself shall have no independent authority to direct any county agency, department, or official, and all binding policy directives shall require separate action by the full Legislature;

(g) Procurement review: to review and advise on any proposed county contract or procurement that includes, embeds, or relies upon artificial intelligence technologies, and to recommend to the full Legislature whether such contracts or procurements require legislative approval or modification; and

(h) Future policy development: to study and develop recommendations for a comprehensive AI use policy for Dutchess County government, including standards for transparency, data security, worker protection, constituent privacy, civil rights and equity, environmental impact, and procurement, for consideration and adoption by the full Legislature; and be it further

RESOLVED, that all meetings of the Committee shall be open to the public with minutes and recordings made publicly available on the County Legislature's website except as otherwise provided by law; and be it further

RESOLVED, that the Clerk of the Dutchess County Legislature is hereby directed to: (i) transmit a certified copy of this resolution to the County Executive, the County Comptroller, the County Attorney, the County Clerk, the Sheriff, the District Attorney, and the heads of all executive branch departments, so that all branches and agencies of Dutchess County government are duly notified of the establishment of this Committee, its mandate, and the expectation of their full and timely cooperation; and (ii) calendar for the January Organizational Meeting of the County Legislature an amendment to Rule 5.13 of the Permanent Rules adding the Standing Committee on Artificial Intelligence and Technology Oversight as a named standing committee consistent with this resolution.

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 11 day of May, 2026, 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 12th day of May, 2026.



JULIE SHIMOISHI, CLERK OF THE LEGISLATURE

Roll Call Sheets

District	Last Name	YES	NO
District 16 - Fishkill and Beacon	Valdés Smith	✓	
District 9 - City of Poughkeepsie	Atkins	✓	
District 20 - Red Hook, Tivoli, and Rhinebeck	Munn	✓	
District 3 - LaGrange	Polasek		✓
District 12 - East Fishkill	Metzger		✓
District 1 - Town of Poughkeepsie	Redl	✓	
District 2 - LaGrange, Pleasant Valley & Town of Poughkeepsie	Arnoff	✓	
District 4 - Hyde Park and Town of Poughkeepsie	Lawler	✓	
District 5 - Town of Poughkeepsie	Shah	✓	
District 6 - Town of Poughkeepsie	Kaul	✓	
District 7 - Hyde Park and Pleasant Valley	Darrow		✓
District 8 - City and Town of Poughkeepsie	Brendli	✓	
District 10 - City of Poughkeepsie	Johnson		Absent
District 11 - Clinton, Pleasant Valley, and Rhinebeck	Kearney	✓	
District 13 - East Fishkill and Wappinger	Giles		✓
District 14 - Wappinger and Town of Poughkeepsie	Winsby	✓	
District 15 - Wappinger	Faust		✓
District 17 - Town and Village of Fishkill	McHoul		✓
District 18 - City of Beacon and Fishkill	Rhodes	✓	
District 19 - North East, Stanford, Pine Plains, Milan & Red Hook	Drago	✓	
District 21 - East Fishkill	Caswell		✓
District 22 - Beekman and Union Vale	Tresca		✓
District 23 - Pawling, Beekman and East Fishkill	Rolison	✓	
District 24 - Dover and Pawling	House	✓	
District 25 - Amenia, Washington, Pleasant Valley & Millbrook	Alexander	✓	
Present:	<u>24</u>	Resolution: _____	Total : <u>16</u>
Absent:	<u>1</u>	Motion: _____	Yes
Vacant:	<u>0</u>		No
			Abstentions: _____

2026089 RESOLUTION OF THE DUTCHESS COUNTY LEGISLATURE ESTABLISHING THE STANDING COMMITTEE ON ARTIFICIAL INTELLIGENCE AND TECHNOLOGY OVERSIGHT

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: K. Munn Prepared On: 04/15/26

Other Business

Leader Atkins spoke about Mental Health Awareness Month

Legislator Kaul spoke about environmental protection and support for the Local Law.

Leader Polasek spoke in protest of a decision not to place an item on the agenda.

Clerk Announcements

None.

Privilege of the Floor with respect to agenda and non-agenda County items

CSEA representative thanked the Legislature for adopting the CSEA contract.

Jennifer Tayler-Gable of Hyde Park spoke about medical issues.

Hon. Mersin Capollari, Town of Beekman Councilman spoke in favor of placing a memorializing Resolution on the committee agenda to urge state passage of tax relief on utility bills.

Matt Dodson of Poughkeepsie spoke against placing a memorializing Resolution on the agenda and urged a memorializing Resolution in support of the Hudson Valley Power Authority.

Hon. Daniel Atonna, City of Poughkeepsie Councilman, spoke on the need for fare-free buses in Dutchess County.

Hon. Brian Wrye, Town of Fishkill Councilman, spoke in favor of a memorializing Resolution urging the adoption of utility tax relief.

Rosemary of Poughkeepsie thanked the Legislature for adopting the Resolution establishing an AI committee and highlighted recent instances of disastrous AI interactions leading to loss of life.

Brian McGuinness of Fishkill spoke in favor of a memorializing Resolution urging the adoption of utility tax relief.

Hon. Paloma Wake, City of Beacon Councilmember, thanked the Legislature for recognizing AAPI Heritage Month and for adopting the Resolution establishing an AI committee.

Hon. Louise Daniele of Fishkill spoke about how the Town of Fishkill changed its rules for how to place items on an agenda.

Sarah of Saugerties spoke about the need for further protections for victims and survivors of

domestic violence.

Kelly Burns spoke about the need for further protections for victims and survivors of domestic violence and thanked the Legislature and Legislator Arnoff for supporting LAP.

There being no further business, the Chair of Legislature adjourned the meeting with consent at 8:52 p.m in honor of all mothers.