

# Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 14 - Town of Wappinger	Amparo		✓	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	✓		
District 3 - Town of LaGrange	Borchert	✓		
District 18 - City of Beacon and Town of Fishkill	Farley	✓		
District 6 - Town of Poughkeepsie	Flesland	✓		
District 21 - Town of East Fishkill	Horton	✓		
District 22 - Towns of Beekman and Union Vale	Hutchings	✓		
District 4 - Town of Hyde Park	Ignaffo	✓		
District 15 - Town of Wappinger	Incoronato	✓		
District 10 - City of Poughkeepsie	Jeter-Jackson	✓		
District 9 - City of Poughkeepsie	Johnson		✓	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey	✓		
District 16 - Town of Fishkill and City of Beacon	MacAvery		✓	
District 17 - Town and Village of Fishkill	Miccio	✓		
District 1 - Town of Poughkeepsie	Nesbitt	✓		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins	✓		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	✓		
District 8 - City and Town of Poughkeepsie	Rollison	✓		
District 5 - Town of Poughkeepsie	Roman	✓		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	✓		
District 20 - Town of Red Hook	Strawinski	✓		
District 24 - Towns of Dover and Union Vale	Surman	✓		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	✓		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓		
District 12 - Town of East Fishkill	Weiss	✓		
<b>Present:</b> _____	<b>Total:</b>	22	3	
<b>Absent:</b> _____				
<b>Vacant:</b> _____				

Date: 11/9/15

Board Meeting  
of the  
Dutchess County Legislature

Monday, November 9, 2015

The Clerk of Legislature called the meeting to order at 7:00 p.m.

Roll Call by the Clerk of the Legislature

PRESENT: 22 Bolner, Borchert, Farley, Flesland, Horton, Hutchings,  
Ignaffo, Incoronato, Jeter-Jackson, Johnson, Miccio,  
Nesbitt, Perkins, Pulver, Rolison, Roman, Sagliano,  
Strawinski, Surman, Thomes, Tyner, Weiss

ABSENT: 3 MacAvery, Johnson, Amparo

PRESENT, LATE: 0

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Pastor Bill Hanchett of Emmanuel Church in Wappingers Falls, followed by a moment of silent meditation.

The Chairman entertained a motion from the floor, duly seconded, to suspend the rules to allow the public to address the Legislature with respect to agenda items.

Dr. Pamela Eddington, President of Dutchess Community College, spoke in support of Dutchess Community College.

Joanne Halsey, Mathematics Professor at Dutchess Community College, urged support for Dutchess Community College.

Michael Hall, Dutchess Community College, spoke in support of Dutchess Community College.

Donna Logan, Chair of the Part-Time Negotiation Committee and part-time

educator, urged support of Dutchess Community College.

No one else wishing to be heard, the Chairman entertained a motion from the floor, duly seconded, to resume the regular order of business.

Chairman Rolison entertained a motion to approve the October 2015 minutes.

The October 2015 minutes were adopted.

**COMMUNICATIONS RECEIVED FOR THE NOVEMBER 2015 BOARD MEETING**

Received the following from County Clerk:

Summary of Mortgage Tax collected October 2015.

Semi-Annual Mortgage Tax, April 1, 2015 – September 30, 2015

Received the following from Dutchess County Comptroller:

Northeast Community Council, Inc., January 1, 2014 – December 31, 2014,

Dutchess County Department of Public Works – Dutchess County Auto Service Center, for the time period 2014 to 2015.

Received from Stephanie JT Russell, email in opposition to the Spectra Energy's Algonquin Incremental Market Pipeline expansion.

RESOLUTION NO. 2015251

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION  
AND A PERMANENT EASEMENT FROM JASON AIELLO  
AND LINDSAY AIELLO, IN CONNECTION WITH THE PROJECT  
KNOWN AS BRIDGE M-7 REPLACEMENT OVER THE ROELIFF-  
JANSEN KILL, IN THE TOWN OF MILAN

Legislators HUTCHINGS, PULVER, SAGLIANO, WEISS, and FARLEY offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the improvement of Bridge M-7, County Route 51, in the Town of Milan, which project includes the acquisition in Fee of a 208+/- square foot parcel as shown on Map 4, Parcel 8, and, the acquisition of a Permanent Easement to a 819+/- square foot parcel as shown on Map 4, Parcel 9, Parcel Identification Number 133600-6573-00-939310-0000, to facilitate the construction, reconstruction and continued maintenance of Bridge M-7 on County Route 51 (Academy Hill Road) over the Roeliff-Jansen Kill in the Town of Milan; and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

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

WHEREAS, the Department of Public Works has made a determination that in order to maintain said bridge, it is necessary to acquire a portion of real property which is located at 941 Academy Hill Road in the Town of Milan, presently owned by Jason Aiello and Lindsay Aiello, and

WHEREAS, the purchase price to acquire in Fee the 208+/- square foot parcel as shown on Map 4, Parcel 8, is \$100.00, and, the purchase price to acquire a Permanent Easement to the 819+/- square foot parcel as shown on Map 4, Parcel 9, is \$400.00 to Jason and Lindsay Aiello, and

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

WHEREAS, the Commissioner of Public Works has recommended that the fee acquisition and permanent easement, be purchased for the sum of \$500.00, plus an authorization to spend up to \$1,000.00 in related expenses; NOW, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of

the property described in the aforesaid Agreements in the Town of Milan, will not have a significant effect on the environment, and be it further

RESOLVED, that the County Executive or his 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 acquisition, and be it further

RESOLVED, that on the submission by the property owner of a deed for the fee acquisition and Permanent Easement to the aforementioned lands, which shall include the terms and conditions of the Agreement to Purchase Real Property, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that the County shall pay the necessary associated fees for the conveyances and record said deed and Permanent Easement.

CA-165-15  
CAB/sjm/R-0952-B  
10/07/15  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 11/10/2015

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 9th day of November 2015, 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 9<sup>th</sup> day of November 2015.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 1,500

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 \$ 1,000

Nature/Reason:

Anticipated expenses related to Mortgage Releases, Filing Fees, Property Taxes and other closing costs.

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

Net County Cost (this year): \$1,500  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

Project: Bridge M-7, County Route 51 (Academy Hill Road), Bridge Replacement Over the Roeliff-Jansen Kill, Town of Milan, Dutchess County, New York

This fiscal impact statement pertains to the accompanying resolution request to acquire in Fee, a 208+/- square foot parcel as shown on (Map 4, Parcel 8) with the purchase price of \$100.00 and authorization to acquire a Permanent Easement to a 819+/- square foot parcel as shown on (Map 4, Parcel 9) with the purchase price of \$300.00 along with the Land Improvement compensation amount of \$100.00 from Jason and Lindsay Aiello.

Related expenses in the amount of \$1,000 are included in the Total Current Year Cost.

Prepared by: Matthew W. Davis

2929

**AGREEMENT TO PURCHASE REAL PROPERTY**

Project: Dutchess Co. Bridge M-7 Academy Hill Rd - CR 51 Bridge Replacement over the Roeliff Jansen Kill  
PIN: n/a Map No.: 04 Parcels: 8 & 9

This Agreement by and between JASON AIELLO and LINDSAY AIELLO hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS hereinafter referred to as "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

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

- all right title and interest to 208± square feet (136± square feet under water) of real property*
- a permanent easement to 819± square feet (187± square feet under water) of real property*
- a temporary easement to ± square feet of real property*

Located at was part of 11 Old Jackson Corners Road, Town of Milan, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain deed dated November 14, 2014, and recorded November 18, 2014 in Instrument # 2014-7144 in the Office of the County Clerk for Dutchess County, New York (re: Tax Map No. was part of 6573-00-996452), and being the same lands designated as parcels 8 & 9 on Exhibit "A", attached hereto.

- 2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: trees and brush.
- 3. PURCHASE PRICE. The total purchase price is FIVE HUNDRED AND 00/100 DOLLARS (\$500.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
- 4. PAYMENT. All by check at closing.
- 5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Dutchess County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
- 6. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent 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 municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement(s) shall be for     years.
- 7. 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.

B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map: Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.

8. 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.

9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. 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.

10. 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.

11. 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.

12. 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.

13. ADDENDA. The following Addenda are incorporated into this agreement:

Cost to Cure  Other \_\_\_\_\_

IN WITNESS WHEREOF, on this 29<sup>th</sup> day of July, 2015, the parties have entered into this Agreement.

Witness: [Signature]

[Signature]  
Jason Aiello  
Date: 7/29, 2015

Witness: [Signature]

[Signature]  
Lindsay Aiello  
Date: 7-29, 2015

COUNTY OF DUTCHESS

Witness: \_\_\_\_\_

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

COUNTY ROAD 51 - ACADEMY HILL ROAD  
BRIDGE REPLACEMENT  
OVER THE ROELIFF JANSEN KILL

DUTCHESS COUNTY  
ACQUISITION MAP

MAP NO. 4  
PARCEL NOS. 8 & 9  
SHEET 1 OF 2 SHEETS

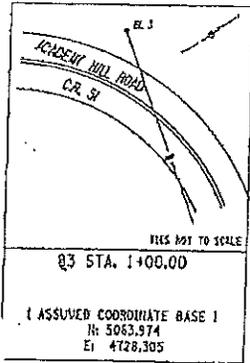
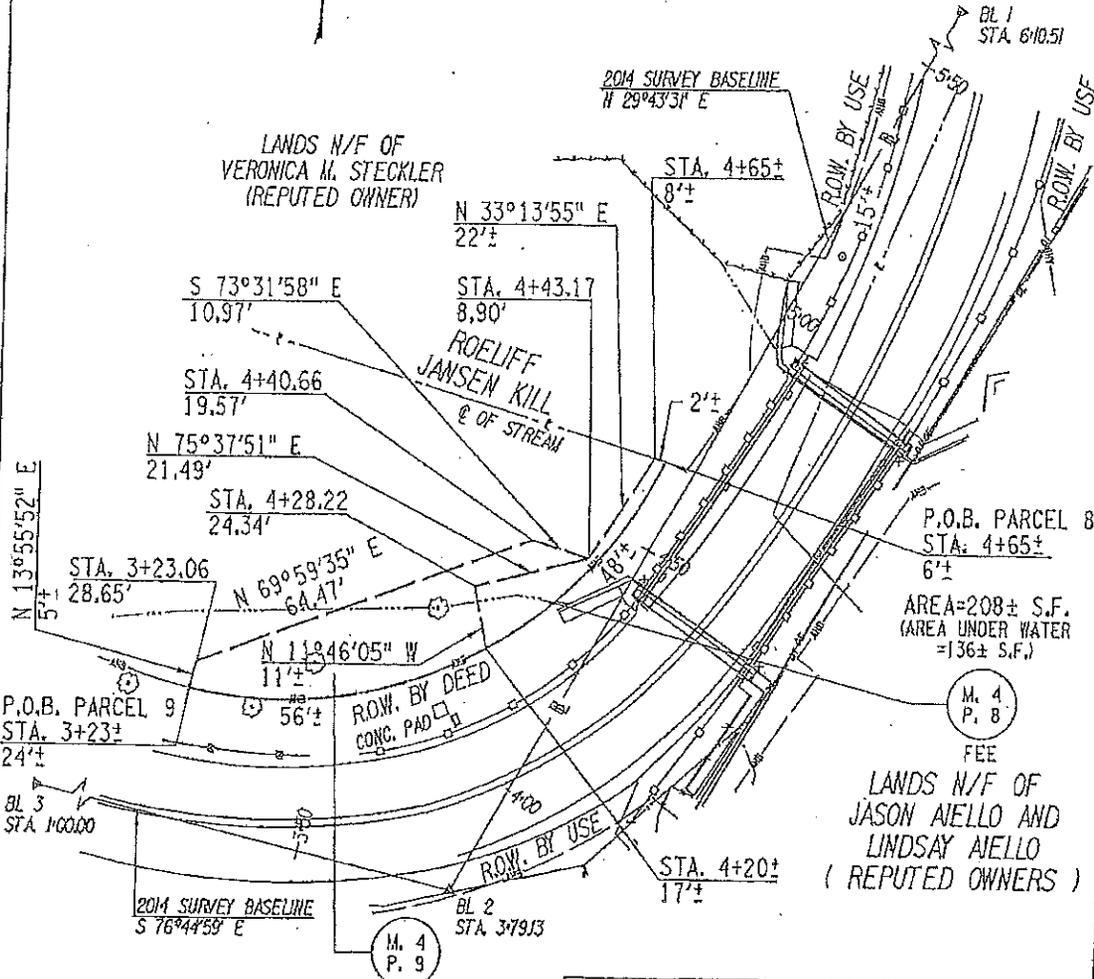
Parcel Locator Points:  
Parcel No. 8  
N: 5077.5546  
E: 5037.9295  
Parcel No. 9  
N: 5035.9111  
E: 4950.7969

LANDS N/F OF  
JASON AIELLO AND  
LINDSAY AIELLO  
( REPUTED OWNERS )

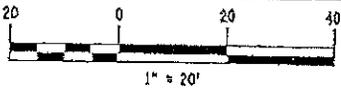
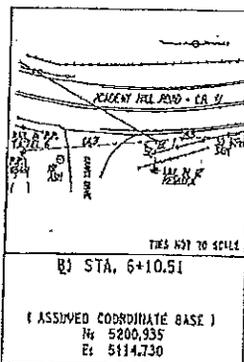
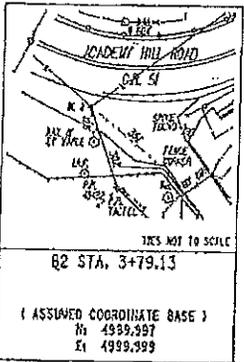
CC: DOC. NO. 02-2014-7144

PARCEL SUMMARY:  
Type: FEE & PERMANENT EASEMENT

Portion of 2013 Tax Map  
Ref. No. 133600-6573-00-939310  
Town of Milan  
County of Dutchess  
State of New York



P.E.  
AREA=819 ± S.F.  
(AREA UNDER WATER =187± S.F.)  
LANDS N/F OF  
JASON AIELLO AND  
LINDSAY AIELLO  
( REPUTED OWNERS )



PREPARED BY \_\_\_\_\_ CHECKED BY \_\_\_\_\_ ISSUED DATE BY \_\_\_\_\_

FILE NAME: W:\Projects\2014\02\02\Academy Hill Rd Bridge\Map\Map001.dwg

COUNTY ROAD 51 - ACADEMY HILL ROAD  
BRIDGE REPLACEMENT  
OVER THE ROELIFF JANSEN KILL

DUTCHESS COUNTY  
ACQUISITION MAP

MAP NO. 4  
PARCEL NOS. 8 & 9  
SHEET 2 OF 2 SHEETS

All that piece or parcel of property hereinafter designated as Parcel No. 8, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the northwesterly boundary line (by deed) of Academy Hill Road - County Road No. 51 at its intersection with the division line between lands of Veronica M. Steckler (reputed owner) on the north and lands of Jason Aiello and Lindsay Aiello (reputed owners) on the south, said point being 61 feet distant northwesterly measured at right angles from Station 4+65.1 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill; thence southwesterly along said northwesterly boundary line (by deed) of Academy Hill Road 481 feet to a point 171 feet distant northwesterly measured at right angles from Station 4+20.1 of said baseline; thence through the lands now or formerly of Jason Aiello and Lindsay Aiello (reputed owners) the following three (3) courses and distances; 1) N 11°46'05" W, 111 feet to a point 24.34 feet distant northwesterly measured at right angles from Station 4+28.22 of said baseline; 2) N 75°37'51" E, 21.49 feet to a point 8.90 feet distant northwesterly measured at right angles from Station 4+43.17 of said baseline; and 3) N 33°13'55" E, 221 feet to a point on the division line between lands of Veronica M. Steckler (reputed owner) on the north and lands of Jason Aiello and Lindsay Aiello (reputed owners) on the south, said point being 81 feet distant northwesterly measured at right angles from Station 4+65.1 of said baseline; thence southeasterly along said division line 21 feet to the point of beginning, being 208 square feet of land, more or less.

ALSO  
PERMANENT EASEMENT FOR WORK AREA AND GRADING

All that piece or parcel of property hereinafter designated as Parcel No. 9, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

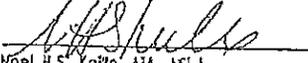
Beginning at a point on the northerly boundary line (by deed) of Academy Hill Road - County Road No. 51 said point being 241 feet distant northerly measured at right angles from Station 3+23.1 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill; thence through the lands now or formerly of Jason Aiello and Lindsay Aiello (reputed owners) the following five (5) courses and distances; 1) N 13°55'52" E, 51 feet to a point 28.65 feet distant northerly measured at right angles from Station 3+23.06 of said baseline; 2) N 69°59'35" E, 64.41 feet to a point 19.57 feet distant northwesterly measured at right angles from Station 4+40.66 of said baseline; 3) S 73°31'58" E, 10.97 feet to a point 8.90 feet distant northwesterly measured at right angles from Station 4+43.17 of said baseline; 4) S 75°37'51" W, 21.49 feet to a point 24.34 feet distant northwesterly measured at right angles from Station 4+28.22 of said baseline; and 5) S 11°46'05" E, 111 feet to a point on the first mentioned northerly boundary line of Academy Hill Road - County Road No. 51, said point being 171 feet distant northwesterly measured at right angles from Station 4+20.1 of said baseline; thence westerly along said northerly boundary line (by deed) of Academy Hill Road 561 feet to the point of beginning, being 819 square feet of land, more or less.

The above mentioned survey baseline is a portion of the 2014 survey baseline for the Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill and is described as follows:

Beginning at Station 1+00.00; thence South 76°44'59" East to Station 3+78.13; thence North 29°43'31" East to Station 6+10.51.

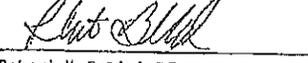
I hereby certify that the property mapped above is necessary for this project, and the acquisition thereof is recommended.

Date 4-7 2015

  
Noel H. S. Knize, AIA, ASLA  
Commissioner of Public Works

Recommended by:

Date April 6 2015

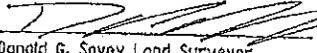
  
Robert H. Bakind, P.E.  
Deputy Commissioner of Public Works



"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 was prepared in accordance with current NYS001 policies, standards and procedures.

Date March 12 2015  
CREIGHTON MANNING ENGINEERING, LLP

  
Donald G. Sovey Land Surveyor  
P.L.S. License No. 050078

FILED MAR 7 2015 10:43 AM 2015 112-255 1121 DE Dr: [unreadable] Association: [unreadable]

## *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	<i>absent</i>	
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

**Present:** 10  
**Absent:** 2  
**Vacant:** 0

**Resolution:**   
**Motion:**

**Total :** 10 0  
**Yes** **No**  
**Abstentions:** 0

**2015251 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION AND A PERMANENT EASEMENT FROM JASON AIELLO AND LINDSAY AIELLO, IN CONNECTION WITH THE PROJECT KNOWN AS BRIDGE M-7 REPLACEMENT OVER THE ROELIFF-JANSEN KILL, IN THE TOWN OF MILAN**

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present:	<u>22</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>22</u>	<u>0</u>
Absent:	<u>3</u>	Motion:	<input type="checkbox"/>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2015251 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION AND A PERMANENT EASEMENT FROM JASON AIELLO AND LINDSAY AIELLO, IN CONNECTION WITH THE PROJECT KNOWN AS BRIDGE M-7 REPLACEMENT OVER THE ROELIFF-JANSEN KILL, IN THE TOWN OF MILAN**

Date: November 9, 2015

RESOLUTION NO. 2015252

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION  
FROM MARIANNE WURLITZER-BRUCK IN CONNECTION WITH  
THE PROJECT KNOWN AS BRIDGE M-7 REPLACEMENT OVER THE  
ROELIFF-JANSEN KILL, IN THE TOWN OF MILAN

Legislators HUTCHINGS, PULVER, SAGLIANO, WEISS, and FARLEY offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the improvement of Bridge M-7, County Route 51, in the Town of Milan, which project includes the acquisition in Fee of a 208+/- square foot parcel as shown on Map 1, Parcel 1, to facilitate the construction, reconstruction and continued maintenance of Bridge M-7 on County Route 51 (Academy Hill Road) over the Roeliff-Jansen Kill in the Town of Milan; and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

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

WHEREAS, the Department of Public Works has made a determination that in order to maintain said bridge, it is necessary to acquire a portion of real property which is located at 986 Academy Hill Road in the Town of Milan, as shown on Map 1, Parcel 1, and described as Parcel Identification Number 133600-6673-00-057386-0000, presently owned by Marianne Wurlitzer-Bruck, and

WHEREAS, the purchase price to acquire in Fee the 208+/- square foot parcel as shown on Map 1, Parcel 1, is \$100.00, 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 \$100.00, plus an authorization to spend up to an additional \$1,000.00 in related expenses; NOW, therefore, be it

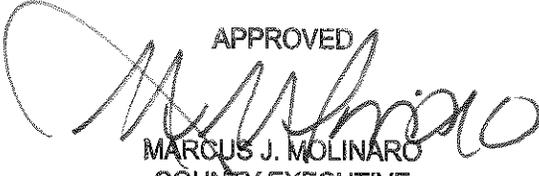
RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of the property described in the aforesaid Agreement in the Town of Milan, will not have a significant effect on the environment, and be it further

RESOLVED, that the County Executive or his 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 acquisition, and be it further

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that the County shall pay the necessary associated fees for such conveyance and record the said deed.

CA-166-15  
CAB/sjm/R-0952-C  
10/07/15  
Fiscal Impact: See attached statement

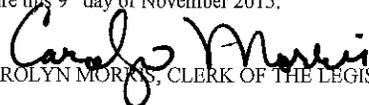
APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 11/10/2015

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 9th day of November 2015, 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 9<sup>th</sup> day of November 2015.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 1,100

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 \$ 1,000

Nature/Reason:

Anticipated expenses related to Mortgage Releases, Filling Fees, Property Taxes and other closing costs.

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

Net County Cost (this year): \$1,100  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

Project: Bridge M-7, County Route 51 (Academy Hill Road), Bridge Replacement Over the Roelliff-Jansen Kill, Town of Milan, Dutchess County, New York

This fiscal impact statement pertains to the accompanying resolution request for authorization to acquire in Fee, a 208+/- square foot parcel as shown on (Map 1, Parcel 1) with the purchase price of \$100.00. from Marianne Wuritzer-Bruck.

Related expenses in the amount of \$1,000 are included in the Total Current Year Cost.

Prepared by: Matthew W. Davis

2929

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Dutchess Co. Bridge M-7 Academy Hill Rd - CR 51 Bridge Replacement over the Roeliff Jansen Kill  
PIN: n/a Map No.: 01 Parcels: 1 & 2

This Agreement by and between MARIANNE WURLITZER-BRUCK hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS hereinafter referred to as "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

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

- all right title and interest* to 108± square feet of real property
- a permanent easement* to ± square feet of real property
- a temporary easement* to 286± square feet of real property

Located at 986 Academy Hill Road, Town of Milan, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain deed dated September 22, 2003, and recorded July 1, 2004 in Document # 02 2004 6710 in the Office of the County Clerk for Dutchess County, New York (re: Tax Map No. 6673-00-057386), and being the same lands designated as parcels 1 & 2 on Exhibit "A", attached hereto.

- 2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: none.
- 3. PURCHASE PRICE. The total purchase price is TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
- 4. PAYMENT. All by check at closing.
- 5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Dutchess County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
- 6. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent 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 municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement(s) shall be for 2 years.
- 7. 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.
  - B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.

- 8. 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.
- 9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. ADDENDA. The following Addenda are incorporated into this agreement:  
 Cost to Cure     Other as trees or shrubs to be damaged or cut down without permission

IN WITNESS WHEREOF, on this 29<sup>th</sup> day of July, 2015, the parties have entered into this Agreement.

Witness: [Signature]

[Signature]  
 Marianne Wurlitzer-Bruck  
 Date: July 29, 2015

COUNTY OF DUTCHESS

Witness: \_\_\_\_\_

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

ACADEMY HILL ROAD - COUNTY ROAD 51  
 BRIDGE REPLACEMENT  
 OVER THE ROELIFF JANSEN KILL

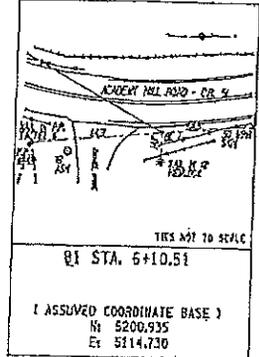
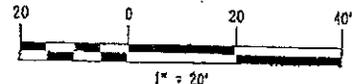
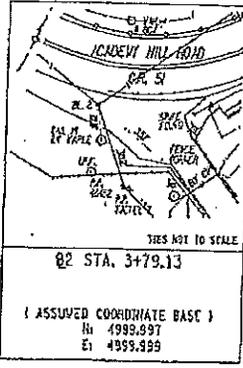
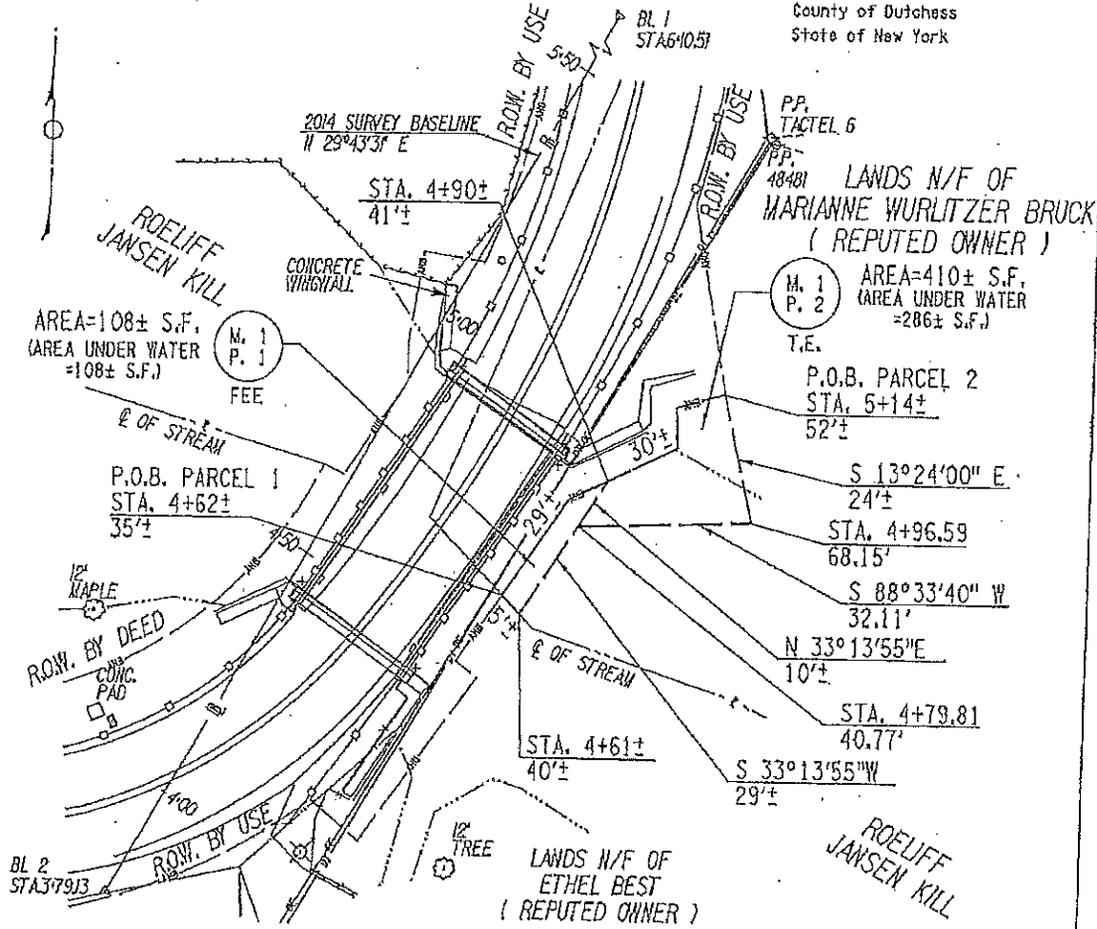
DUTCHESS COUNTY  
 ACQUISITION, MAP

MAP NO. 1  
 PARCEL NOS. 1 & 2  
 SHEET 1 OF 2 SHEETS

Parcel Locator Points:  
 Parcel No. 1  
 N: 5054.6204  
 E: 5073.5580  
 Parcel No. 2  
 N: 5091.0780  
 E: 5111.9798

LANDS N/F OF  
 MARIANNE WURLITZER BRUCK  
 ( REPUTED OWNER )  
 CC: DOC. NO. 02-2004-6710

PARCEL SUMMARY:  
 Type: FEE & TEMPORARY EASEMENT  
 Portion of 2013 Tax Map  
 Ref. No. 133690-6673-00-097386  
 Town of Milon  
 County of Dutchess  
 State of New York



FILE NAME: W:\2004\02\04\02\04-6710\01.dwg

ACADEMY HILL ROAD - COUNTY ROAD 51  
BRIDGE REPLACEMENT  
OVER THE ROELIFF JANSEN KILL

DUTCHESS COUNTY  
ACQUISITION MAP

MAP NO. 1  
PARCEL NOS. 1 & 2  
SHEET 2 OF 2 SHEETS

All that piece or parcel of property hereinafter designated as Parcel No. 1, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the southeasterly boundary line (by use) of Academy Hill Road - County Road No. 51 of its intersection with the division line between the lands now or formerly of Marianne Wurltizer Bruck (reputed owner) on the north and the lands now or formerly of Ethel Best (reputed owner) on the south, said point being 351 feet distant southeasterly measured at right angles from Station 4+621 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill; thence northeasterly along said southeasterly boundary line (by use) of Academy Hill Road 291 feet to a point; 411 feet distant southeasterly measured at right angles from Station 4+901 of said baseline; thence S 33°13'55" W through the lands now or formerly of Marianne Wurltizer Bruck (reputed owner), 291 feet to a point on the division line between the lands now or formerly of Marianne Wurltizer Bruck (reputed owner) on the north and the lands now or formerly of Ethel Best (reputed owner) on the south, said point being 401 feet distant southeasterly measured at right angles from Station 4+612 of said baseline; thence northwesterly along said division line 51 feet to the point of beginning, being 108 square feet of land, more or less.

AND ALSO  
TEMPORARY EASEMENT FOR WORK AREA AND GRADING

A temporary easement to be exercised in, on and over the property delineated above for the purpose of a work area and grading in connection with the reconstruction of the highway and appurtenances for use and exercisable during the construction or reconstruction of the highway and terminating upon the approval of the completed work, unless sooner terminated if deemed no longer necessary for highway purposes, and released by the Dutchess County Superintendent of Highways or other authorized representative acting for Dutchess County, or its assigns. Such easement shall be exercised in and to that piece or parcel of property hereinafter designated as Parcel No. 2 as shown on the accompanying map and described as follows:

All that piece or parcel of property hereinafter designated as Parcel No. 2, situate in the Town of Milan, County of Dutchess, State of New York, as shown on the accompanying map and described as follows:

Beginning at a point on the southeasterly boundary line (by use) of Academy Hill Road - County Road No. 51, said point being 521 feet distant southeasterly measured at right angles from Station 5+141 of the hereinafter described survey baseline for Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill; thence through the lands now or formerly of Eugene W. Bruck and Marianne Wurltizer (reputed owners) the following three (3) courses and distances: 1) S 13°24'00" E, 241 feet to a point; 68.15 feet distant southeasterly measured at right angles from Station 4+96.59 of said baseline; 2) S 88°33'40" W, 32.11 feet to a point; 40.77 feet distant southeasterly measured at right angles from Station 4+79.81 of said baseline; and 3) N 33°13'55" E, 101 feet to a point on the first mentioned southeasterly boundary line (by use) of Academy Hill Road, said point being 411 feet distant southeasterly measured at right angles from Station 4+901 of said baseline; thence northeasterly along said southeasterly boundary line (by use) of Academy Hill Road 301 feet to the point of beginning, being 410 square feet of land, more or less.

RESERVING, however, to the owner of any right, title or interest in and to the property above delineated as Parcel No. 2 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 the construction or reconstruction and as so constructed or reconstructed, the maintenance, of the herein identified project.

The above mentioned survey baseline is a portion of the 2014 survey baseline for the Academy Hill Road - County Road 51 bridge replacement over the Roeliff Jansen Kill and is described as follows:

Beginning of Station 3+79.13; thence North 29°43'31" East to Station 6+10.51.

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

Date 4-7 2015

Noel H.S. Knipe  
Noel H.S. Knipe, AIA, ASLA  
Commissioner of Public Works

Recommended by:

Date April 6 2015

Robert H. Bokina  
Robert H. Bokina, P.E.  
Deputy 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 was prepared in accordance with current NYSDOT policies, standards and procedures.

Date MARCH 12 2015  
CREIGHTON MANNING ENGINEERING, LLP

Donald G. Sovey  
Donald G. Sovey Land Surveyor  
P.L.S. License No. 050078

FILE NAME: N:\Programs\GIS\GIS\2015\Academy Hill Rd Bridge Replacement\Map1.dwg

# *Public Works and Capital Projects Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	<i>absent</i>	
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

Present: <u>10</u>	Resolution: <input checked="" type="checkbox"/>	Total: <u>10</u>	<u>0</u>
Absent: <u>2</u>	Motion: <input type="checkbox"/>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2015252 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM MARIANNE WURLITZER-BRUCK IN CONNECTION WITH THE PROJECT KNOWN AS BRIDGE M-7 REPLACEMENT OVER THE ROELIFF-JANSEN KILL, IN THE TOWN OF MILAN**

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 22  
 Absent: 3  
 Vacant: 0

Resolution:   
 Motion:

Total: 22 0  
 Yes No  
 Abstentions: 0

**2015252** AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM MARIANNE WURLITZER-BRUCK IN CONNECTION WITH THE PROJECT KNOWN AS BRIDGE M-7 REPLACEMENT OVER THE ROELIFF-JANSEN KILL, IN THE TOWN OF MILAN

Date: November 9, 2015

RESOLUTION NO. 2015253

RE: AUTHORIZATION TO ACQUIRE A FEE ACQUISITION  
FROM VERONICA M. STECKLER, IN CONNECTION WITH THE  
PROJECT KNOWN AS BRIDGE M-7 REPLACEMENT OVER THE  
ROELIFF-JANSEN KILL, IN THE TOWN OF MILAN

Legislators HUTCHINGS, PULVER, SAGLIANO, WEISS, and FARLEY offer the following and move its adoption:

WHEREAS, the Department of Public Works has proposed the improvement of Bridge M-7, County Route 51, in the Town of Milan, which project includes the acquisition in Fee of a 161+/- square foot parcel as shown on Map 3, Parcel 6, to facilitate the construction, reconstruction and continued maintenance of Bridge M-7 on County Route 51 (Academy Hill Road) over the Roeliff-Jansen Kill in the Town of Milan; and

WHEREAS, the Department of Public Works has determined that the improvement project (1) constitutes a Type II action pursuant to Article 8 of the Environmental Conservation Law and Part 617 of the NYCRR ("SEQRA"), and (2) will not have a significant effect on the environment, and

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

WHEREAS, the Department of Public Works has made a determination that in order to maintain said bridge, it is necessary to acquire a portion of real property which is located at 11 Old Jackson Corners Road in the Town of Milan, as shown on Map 3, Parcel 6, and described as Parcel Identification Number 133600-6573-00-996452-0000, presently owned by Veronica M. Steckler, and

WHEREAS, the purchase price to acquire in Fee the 161+/- square foot parcel as shown on Map 3, Parcel 6, is \$200.00, to Veronica M. Steckler, 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 \$200.00, plus an authorization to spend up to an additional \$1,000.00 in related expenses; NOW, therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the determination of the Dutchess County Department of Public Works that the project, including the acquisition of the property described in the aforesaid Agreement in the Town of Milan, will not have a significant effect on the environment, and be it further

RESOLVED, that the County Executive or his 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 acquisition, and be it further

RESOLVED, that on the submission by the property owner of a deed to the aforementioned land, and such other documents as may be necessary to convey free and clear title to the County of Dutchess, that the County shall pay the necessary associated fees for such conveyance and record the said deed.

CA-167-15  
CAB/sjm/R-0952-D  
10/07/15  
Fiscal Impact: See attached statement

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 11/10/2015

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 9th day of November 2015, 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 9<sup>th</sup> day of November 2015.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS *(To be completed by requesting department)*

Total Current Year Cost \$ 1,200.

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 \$ 1,000

Nature/Reason:

Anticipated expenses related to Mortgage Releases, Filing Fees, Property Taxes and other closing costs.

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

Net County Cost (this year): \$1,200  
Over Five Years: \_\_\_\_\_

#### Additional Comments/Explanation:

Project: Bridge M-7, County Route 51 (Academy Hill Road), Bridge Replacement Over the Roelliff-Jansen Kill, Town of Milan, Dutchess County, New York  
This fiscal impact statement pertains to the accompanying resolution request for authorization to acquire in Fee, a 161+/- square foot parcel as shown on (Map 3, Parcel 6) with the purchase price of \$100.00 along with the Land Improvement compensation amount of \$100.00 from Veronica M. Steckler

Related expenses in the amount of \$1,000 are included in the Total Current Year Cost.

Prepared by: Matthew W. Davis

2929

AGREEMENT TO PURCHASE REAL PROPERTY

Project: Dutchess Co. Bridge M-7 Academy Hill Rd - CR 51 Bridge Replacement over the Roeliff Jansen Kill  
PIN: n/a Map No.: 03 Parcels: 6 & 7

This Agreement by and between VERONICA M. STECKLER hereinafter referred to as "Seller", and the COUNTY OF DUTCHESS hereinafter referred to as "Buyer", pertains to that portion of real property interest required for public right of way purposes only.

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

- all right title and interest to 369± square feet (161± square feet under water) of real property
- a permanent easement to ± square feet of real property
- a temporary easement to 617± square feet (245± square feet under water) of real property

Located at 11 Old Jackson Corners Road, Town of Milan, Dutchess County, New York, further described as:

Being a portion of those same lands described in that certain deed dated November 14, 2014, and recorded November 18, 2004 in Instrument # 2014-7147 in the Office of the County Clerk for Dutchess County, New York (re: Tax Map No. 6573-00-996452), and being the same lands designated as parcels 6 & 7 on Exhibit "A", attached hereto.

- 2. IMPROVEMENTS INCLUDED IN THE PURCHASE. The following improvements, if any, now in or on the property are included in this Agreement: trees and brush.
- 3. PURCHASE PRICE. The total purchase price is THREE HUNDRED AND 00/100 DOLLARS (\$300.00). This price includes the real property described in paragraph 1 and the improvements described in paragraph 2, if any, and the items described in paragraph 13, if any.
- 4. PAYMENT. All by check at closing.
- 5. CLOSING DATE AND PLACE. Transfer of Title shall take place at the Dutchess County Clerk's Office, or at another mutually acceptable location, on or about 90 days from the date of the fully approved agreement.
- 6. BUYER'S POSSESSION OF THE PROPERTY. For fee simple acquisitions and permanent 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 municipality prior to payment pursuant to paragraph 5 above, shall be held in escrow until such payment has been received by the Seller or the Seller's agent. All temporary easements shall commence within nine months of the temporary easement execution date. The term of the temporary easement(s) shall be for 2 years.
- 7. 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.

- B. Abstract, Bankruptcy and Tax Searches, and Acquisition Map. Buyer will pay for a search of public deeds, court and tax records and will prepare a Title Certification Letter. Buyer will pay for and furnish to the Seller an acquisition map.
8. 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.
9. RECORDING COSTS, TRANSFER TAX & CLOSING ADJUSTMENTS. Buyer will pay all recording fees and the real property transfer tax. 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.
10. 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.
11. 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.
12. 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.
13. ADDENDA. The following Addenda are incorporated into this agreement:  
 Cost to Cure  Other \_\_\_\_\_

IN WITNESS WHEREOF, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the parties have entered into this Agreement.

Witness: \_\_\_\_\_

*Veronica M. Steckler*  
 \_\_\_\_\_  
 Veronica M. Steckler  
 Date: 8/1, 2015

COUNTY OF DUTCHESS

Witness: \_\_\_\_\_

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

COUNTY ROAD 51 - ACADEMY HILL ROAD  
BRIDGE REPLACEMENT  
OVER THE ROELIFF JANSEN KILL

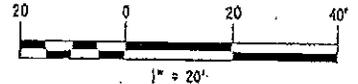
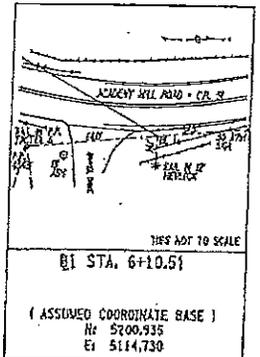
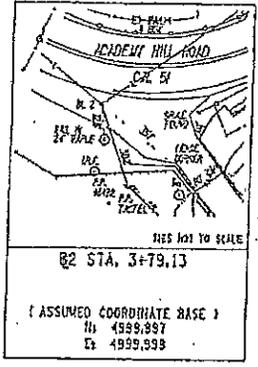
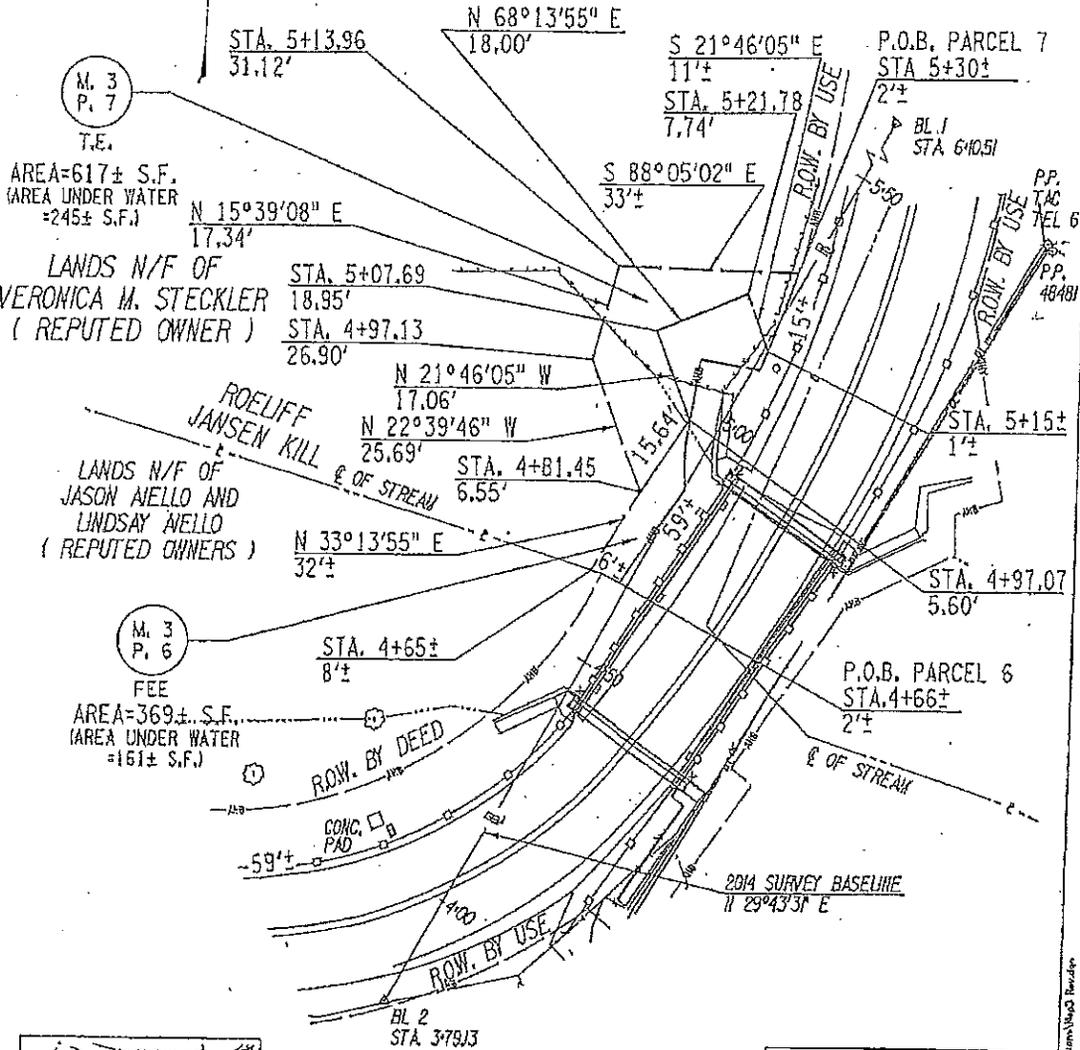
DUTCHESS COUNTY  
ACQUISITION MAP

MAP NO. 3  
PARCEL NOS. 6 & 7  
SHEET 1 OF 2 SHEETS

Parcel Locator Points:  
Parcel No. 6  
N: 5075.8825  
E: 5041.5968  
Parcel No. 7  
N: 5131.4012  
E: 5073.2350

LANDS N/F OF  
VERONICA M. STECKLER  
( REPUTED OWNER )  
CC: DOC. NO. 02-2014-7147

PARCEL SUMMARY:  
Type: FEE & TEMPORARY EASEMENT  
Portion of 2013 Tax Map  
Ref. No. 133600-5573-00-996452  
Town of Milan  
County of Dutchess  
State of New York



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# Public Works and Capital Projects Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	<i>absent</i>	
District 22 - Towns of Beekman and Union Vale	Hutchings (C)		

Present:	<u>10</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>10</u>	<u>0</u>
Absent:	<u>2</u>	Motion:	<input type="checkbox"/>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

**2015253** AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM VERONICA M. STECKLER, IN CONNECTION WITH THE PROJECT KNOWN AS BRIDGE M-7 REPLACEMENT OVER THE ROELIFF-JANSEN KILL, IN THE TOWN OF MILAN

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Boiner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 22      Resolution:       Total: 22      0  
 Absent: 3      Motion:       Yes      No  
 Vacant: 0      Abstentions: 0

2015253 AUTHORIZATION TO ACQUIRE A FEE ACQUISITION FROM VERONICA M. STECKLER, IN CONNECTION WITH THE PROJECT KNOWN AS BRIDGE M-7 REPLACEMENT OVER THE ROELIFF-JANSEN KILL, IN THE TOWN OF MILAN

Date: November 9, 2015

RESOLUTION NO. 2015254

RE: RECEIPT OF TENTATIVE BUDGET FOR 2016 AND SETTING PUBLIC HEARING

Legislators ROLISON, FLESLAND, BOLNER, HORTON, SAGLIANO, WEISS, MacAVERY, and FARLEY offer the following and move its adoption:

WHEREAS, the County Executive as Chief Budgetary Officer of the County of Dutchess has submitted the Tentative Budget for the County for 2016, and

WHEREAS, copies of said Tentative Budget have been prepared as required by law and furnished to members of the Legislature, now, therefore, be it

RESOLVED, that a Public Hearing thereon, as provided by statute, be held before this Legislature at 7:00 pm on the 1<sup>st</sup> of December 2015 in the Legislative Chambers, 22 Market Street, 6<sup>th</sup> Floor, Poughkeepsie, New York, and, be it further

RESOLVED, that the Clerk of the Legislature shall cause notice of said Public Hearing in substantially the following form to be published in the two official newspapers at least five days prior to the date specified for said Public Hearing.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Legislature of Dutchess County will meet on the 1<sup>st</sup> day of December at 7:00 pm, in the Legislative Chambers, 22 Market Street, 6<sup>th</sup> Floor, Poughkeepsie, New York for the purpose of holding a Public Hearing on the Tentative Budget of said county for the fiscal year beginning January 1, 2016, and on the Capital Improvement Program of said county for the years 2016 through 2020.

FURTHER NOTICE is hereby given that copies of said Tentative Budget and Capital Improvement Program are available at the Office of the Budget Director, Sixth Floor, County Office Building, Poughkeepsie, where they may be inspected or procured by interested persons during regular business hours. Pursuant to Section 359 of the County Law, the maximum salaries that may be fixed and payable during said fiscal year to the members of the Legislature and to the Chairman thereof respectively are hereby specified:

MEMBER, COUNTY LEGISLATURE, 20 MEMBERS	\$15,450
MAJORITY/MINORITY ASSISTANT LEADER, COUNTY LEGISLATURE	\$19,570
MAJORITY/MINORITY LEADER, COUNTY LEGISLATURE	\$23,691
CHAIRMAN, COUNTY LEGISLATURE	\$32,961

CAROLYN MORRIS  
CLERK  
DUTCHESS COUNTY LEGISLATURE

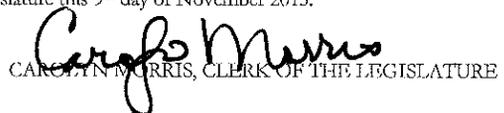
STATE OF NEW YORK  
COUNTY OF DUTCHESS

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 9<sup>th</sup> day of November 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 11/11/2015

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9<sup>th</sup> day of November 2015.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present:	<u>11</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>11</u>	<u>0</u>
Absent:	<u>1</u>	Motion:	<input type="checkbox"/>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2015254 RECEIPT OF TENTATIVE BUDGET FOR 2016 AND SETTING PUBLIC HEARING

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
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District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present:	<u>22</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>22</u>	<u>0</u>
Absent:	<u>3</u>	Motion:	<input type="checkbox"/>	Yes		No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2015254 RECEIPT OF TENTATIVE BUDGET FOR 2016 AND SETTING PUBLIC HEARING

Date: November 9, 2015

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2015255

RE: APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND DUTCHESS UNITED EDUCATORS

Legislators BORCHERT, ROLISON, HORTON, SAGLIANO, WEISS, MacAVERY, PERKINS, FARLEY, STRAWINSKI, and AMPARO offer the following resolution and move its adoption:

WHEREAS, the Board of Trustees of Dutchess Community College have come to an agreement on the terms of a proposed contract for the period September 1, 2015 through August 31, 2016 with the Dutchess United Educators, and

WHEREAS, the Board of Trustees of Dutchess Community College has approved said proposed contract for said proposed term and which contract is dated 2015 – 2016, and

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

WHEREAS, by resolution No. 2016-10 dated September 29, 2015, the Dutchess Community College Board of Trustees has requested that said agreement be approved by the Legislature, now, therefore, be it

RESOLVED, that the labor contract, between Dutchess Community College Board of Trustees and the Dutchess United Educators, which contract covers the period between September 1, 2015 through August 31, 2016, is hereby approved as to terms and substance.

APPROVED

  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 11/10/2015

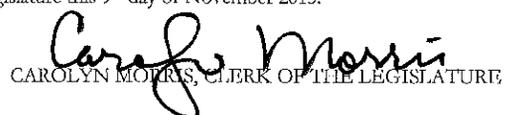
STATE OF NEW YORK

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 9th day of November 2015, 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 9<sup>th</sup> day of November 2015.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

*AGREEMENT*  
*BETWEEN THE*  
*BOARD OF TRUSTEES OF DUTCHESS COMMUNITY*  
*COLLEGE*  
*AND THE COUNTY OF*  
*DUTCHESS*  
*AND THE DUTCHESS UNITED EDUCATORS*

*2015 - 2016*

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## **AGREEMENT**

AGREEMENT between the Board of Trustees of Dutchess Community College and Dutchess United Educators and the County of Dutchess.

### **Article I: RECOGNITION**

Pursuant to Article XIV, section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the Board of Trustees), acting on behalf of the local sponsor, recognizes the Dutchess United Educators (hereinafter referred to as DUE) as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all continuing or temporary full-time professors, associate professors, assistant professors, and instructors (hereinafter referred to as teaching educators), and all full-time administrators serving in the following positions (and hereinafter referred to as non-teaching educators):

#### GROUP I

Admission Coordinator of Housing  
Admissions Counselor  
Admissions / Minority Counselor  
Assistant Director of Academic Services  
Assistant Director of Academic Services and Testing  
Assistant Director of Advising Services  
Assistant Director of DCC Foundation  
Assistant Director of Financial Aid  
Assistant Director of Student Activities  
Assistant Librarian  
Assistant Registrar  
Associate Director of Mary Louis Van Winkle Teaching Learning Center (TLC)  
Community Based Learning Coordinator  
Coordinator of Advising Services  
Coordinator of Disability Services  
Coordinator of Emergency Services Program  
Coordinator of Student Judicial Processes  
Coordinator - Starfish  
Coordinator of Transfer Services  
Counselor  
Registrar Counselor

#### GROUP II

Assistant Dean of Administration for Facilities Planning and Safety  
Assistant Dean of Administration for Financial Services  
Assistant Dean of Community Services  
Assistant Dean of Student Services

Assistant Director of Campus Security and Safety  
Assistant Director of Counseling and Career Services  
Associate Librarian  
Associate Registrar  
Coordinator of EOP  
Director of Academic Services and Testing  
Director of Counseling and Career Services

Director of Grants  
Director of Programs and Activities, DCC South  
Director of Student Activities  
Director of Student Conduct and Community Standards

### GROUP III

Associate Dean of Community Services and Special Programs  
Associate Dean of Student Services  
Director of Admissions  
Director of Campus Security and Safety  
Director of Financial Aid  
Director of Library  
Director of Telecommunications and Instructional Media  
Registrar

### GROUP A

Assistant Conduct Coordinator  
College Affairs Writer  
Coordinator of CSTEP  
Development Coordinator of the DCC Foundation  
Director of Campus Safety  
Director of Payroll  
Director of Scheduling  
Print and Multimedia Designer

### GROUP B

CIS Lab Assistant  
Clinical Lab Coordinator - Nursing  
Field Lab Supervisor  
Lab Assistant  
Nursery School Educator  
Nursing Lab Assistant  
Technical Specialist

OTHER

Full-time NTEs on Grant-Funded Appointment  
Assistant Director of Systems Architecture and Information Security

Where appropriate, teaching educators and non-teaching educators shall be referred to jointly as educators.

**Article II: RESPONSIBILITIES OF THE BOARD OF TRUSTEES**

Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York or any rule or regulation of the Board of Trustees of the State University of New York.

**Article III: RIGHTS OF THE DUTCHESS UNITED EDUCATORS**

3.01 Collective Bargaining Rights

The Board of Trustees and DUE hereby agree that educators have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing for the purpose of engaging in collective bargaining. The Board of Trustees and DUE undertake and agree that they will not directly or indirectly deprive, coerce or harass any educator in the enjoyment of any right conferred upon him/her by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any educator with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in DUE or his/her participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or his/her institution of any grievance or complaint under this Agreement. In the event of any inconsistency or conflict between provisions of this Agreement and College policies, the provisions of this Agreement shall apply.

3.02 Membership Dues Deduction

The Board of Trustees recognizes DUE's right to membership dues deductions in accordance with Section 208, Article XIV of the Civil Service Law.

**Article IV: DUE BENEFITS**

4.01 Use of College Facilities

DUE may use College facilities at all reasonable times, when appropriate space is available, for

the purpose of conducting meetings and the business for which it has been organized. College procedure shall be followed with respect to requesting and using such space.

#### 4.02 Release Time for DUE Leaders

##### (a) DUE President

A teaching educator serving as President of DUE will be released from six contact hours per academic year, and from registration duties and committee assignments.

##### (b) DUE Leaders

DUE can buy release time for the DUE executive council members and/or DUE negotiating team committee members at the top part-time teaching rate. DUE may compensate the College for up to four contact hours per semester for fall and spring. Notification to the Office of Academic Affairs regarding release time shall normally be given by 30 days prior to the start of the semester. Payment shall be tendered by the first day of classes of the semester. Under this provision, no leader may be released from more than one class in a given semester.

#### 4.03 Distribution of Agreement

Copies of this Agreement shall be printed by the Board of Trustees and 400 copies shall be given to the Dutchess United Educators. The College shall not be obligated to provide copies of this Agreement to any unit member.

#### 4.04 Academic Calendar

In the development of the Academic Calendar, the views and recommendations of DUE shall be solicited and considered.

### **Article V: BENEFITS FOR EDUCATORS**

#### 5.01 Annual Load Redistribution for Graduate Work, etc.

In order to accommodate teaching educators who wish to take graduate courses, or perform other professionally related activities, said educators, where feasible and consistent with departmental practices, and in consultation with the Dean of Academic Affairs, may elect to teach a maximum of three extra- service contact hours, in the fall semester, without compensation, in order to reduce their required teaching load in the spring semester. In addition, teaching educators, where feasible and consistent with departmental practices, and in consultation with the Dean of Academic Affairs, may teach a maximum of three contact hours in the summer session subsequent to the academic year, without extra-service compensation, in order to achieve a full teaching load for that academic year. It is further understood that if a teaching educator is unable to teach the number of contact hours, in the fall or summer, which are necessary to achieve a full teaching load, as required in their discipline, they will have their annual contract salary adjusted accordingly for that year.

## 5.02 Tuition Reimbursement

For the period of this contract, sums of money shall be allocated each year for reimbursement of tuition fees for Dutchess United Educators for study as approved by the Dean of Academic Affairs for teaching educators and by the President for non-teaching educators.

For each year of this Agreement, the sum shall be \$35,000. Limitations shall be \$1,400.00 per year to each Educator. Among teaching educators, those taking courses to satisfy promotion and tenure requirements will be given first priority. Guidelines for of this policy will be promulgated by the Board of Trustees.

## 5.03 Tuition Waiver

The College shall provide a tuition waiver program for full-time educators, their spouses, dependent children, and dependent stepchildren. The waiver of tuition shall be limited to a total budget amount of \$150,000 during each year of the contract. When the limit is reached in any given year, no further waivers will be allowed. The tuition waiver applies to credit courses only.

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

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

## 5.04 DCC Course Enrollment

All members of the bargaining unit will be able to attend any credit class and any job-related credit-free class offered by Dutchess Community College on a space available basis. The conditions under which this benefit may be exercised are: (1) The class hours do not interfere with the performance of a staff member's full-time responsibilities. (2) The staff member would not pay any tuition or registration charges. (3) The Professional Development allowance may be used to purchase texts and/or materials necessary for the class. (4) The staff member would have neither credit nor audit status but, upon successful completion of the course, would have a letter placed in his/her personnel folder verifying this professional development activity. (5) Credit-free courses shall be deemed to be job-related when approved by the staff member's Department Head and the appropriate supervising Dean.

## 5.05 Vacations, Holidays, Personal Leave, and Compensatory Time for Non-Teaching Educators

### (a) Vacations

Non-teaching educators, other than temporary appointments shall be granted 21 working days vacation per year. After five full years of service at Dutchess Community College, non-teaching educators shall be granted one additional vacation day. Non-teaching educators may receive payment for up to five unused vacation days per year at the rate in effect in August of the year in which the days were earned or may carry over up to five unused vacation days which shall be used by May 31 of the following year.

(b) Holidays

There shall be 12 holidays a year.

(c) Personal Leave

The Board of Trustees shall grant non-teaching educators four days of personal leave credit per academic year. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave for continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature.

(d) Compensatory Time

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

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

Compensatory time is cumulative up to a maximum of 5 days per fiscal year. The College's unit for computation of accrual shall not be less than one half hour. Required attendance on a non-work day will accrue a half day for up to 3.5 hours of work and a whole day for work in excess of 3.5 hours.

Accrued compensatory time that is unused at the end of the fiscal year must be taken within the first 45 days of the new fiscal year and shall not be liquidated in cash at any time.

(e) Increments for Time Usage

Vacation, compensatory, and personal leave time may be taken in 15 minute increments.

5.06 Bereavement Leave

Bereavement leave is the absence due to the death of an educator's mother, father, mother-in-law, father-in-law, husband, wife, domestic partner, siblings, children, grandparent, grandchild, or other dependents or household members. Educators may use up to four (4) paid bereavement days for each loss.

5.07 Sick Leave for Teaching Educators

(a) Sick Days

The Board of Trustees agrees that educators with 10 month responsibilities shall be granted 10 working days sick leave with pay for each year of service. Sick leave accumulation begins at the time of initial employment as a full-time member of the professional staff and is cumulative to a maximum of

165 working days. The College's unit for computation shall not be less than one-half day. Temporary full-time faculty who are appointed to a full-time tenure track position without any break of service shall be credited with unused sick leave which was accrued and unused during the temporary full-time employment. This provision shall be applied prospectively only to current and future eligible temporary full-time faculty.

(b) Continuing Personal Illness

If an educator is unable to perform his duties because of a continuing personal illness and has exhausted accumulated sick leave benefits, the President will, upon the presentation of a physician's statement verifying such personal illness, grant the educator an additional period of sick leave of up to five days beyond the benefit that has been accumulated. In instances where the additional benefit authorized by the President is not sufficient to cover the period of extended illness without loss of salary, the Board of Trustees may, upon the presentation of a physician's statement attesting to a continued personal illness which could preclude satisfactory job performance, grant full-time educators additional sick leave, with pay up to six months or up to the time that long-term disability insurance becomes effective--whichever is sooner. Such authorization shall not be unreasonably denied.

(c) Income Benefits through Long-Term Disability Plan

Monthly income benefits provided through the long-term disability plan will be 60 percent of the first \$5,000 of monthly salary base with a maximum payment of \$3000 monthly.

(d) Accumulated Sick Leave Death Benefit

Upon the death of any educator while in service at the College, payment up to 40 days of any remaining accumulated sick leave will be paid by the College to his/her estate, at the rate of \$50 a day.

(e) Unused Sick Leave upon Retirement

Upon retirement, educators with unused days of sick leave and 10 years of credited full-time service shall be paid one day for each three unused sick days, up to a maximum of 45 days.

Payment to teaching educators for unused days of sick leave shall be 1/180 of their final salary per day. Such calculations shall have no bearing on the number of required work days per year.

(f) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness, family illness, and for bereavement. Family illness is illness of a parent, spouse, or child.

5.08 Sick Leave for Non-Teaching Educators

(a) Sick Days

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

(b) Continuing Personal Illness

If an educator is unable to perform his duties because of a continuing personal illness and has exhausted accumulated sick leave benefits, the President will, upon the presentation of a physician's statement verifying such personal illness, grant the educator an additional period of sick leave of up to five days beyond the benefit that has been accumulated. In instances where the additional benefit authorized by the President is not sufficient to cover the period of extended illness without loss of salary, the Board of Trustees may, upon the presentation of a physician's statement attesting to a continued personal illness which could preclude satisfactory job performance, grant full-time educators additional sick leave, with pay up to six months or up to the time that long-term disability insurance becomes effective--whichever is sooner. Such authorization shall not be unreasonably denied.

(c) Income Benefits through Long-Term Disability Plan

Monthly income benefits provided through the long-term disability plan will be 60 percent of the first \$5,000 of monthly salary base with a maximum payment of \$3000 monthly.

(d) Accumulated Sick Leave Death Benefit

Upon the death of any educator while in service at the College, payment up to 40 days of any remaining accumulated sick leave will be paid by the College to his/her estate, at the rate of \$50 a day.

(e) Unused Sick Leave upon Retirement

Upon retirement, educators with unused days of sick leave and 10 years of credited full-time service shall be paid one day for each three unused sick days, up to a maximum of 45 days.

Payment to non-teaching educators 1/210 of their final salary per day. Such calculations shall have no bearing on the number of required work days per year.

(f) Uses of Accumulated Sick Leave

Accumulated sick leave may be used for personal illness, family illness, and for bereavement. Family illness is illness of a parent, spouse, or child.

5.09 Sabbatical Leave

(a) Eligibility

The Board of Trustees agrees that every tenured teaching educator having six years of consecutive service shall be eligible for sabbatical leave. Consecutive service shall be defined as years of full-time service in tenure track or continuing appointments. Further, full-time non-teaching educators, on other than temporary contracts or grant-funded appointments, having six years of consecutive service shall be eligible for sabbatical leave.

(b) Maximum Number of Sabbatical Leaves, Duration, and Salary

The Board of Trustees agrees that sabbatical leaves may be given up to a maximum of five percent of the teaching educators each academic year consistent with the requirements of the College. Those teaching educators granted full-year sabbaticals shall receive 50 percent of their base salary for that period. Those teaching educators granted half-year sabbaticals shall receive 100 percent of their

base salary for that period.

Non-teaching educators may be granted sabbatical leaves ranging from one month to 12 months in duration. Those granted sabbaticals of up to six months will receive 100 percent of their base salary. Salary will be prorated for those granted sabbaticals of longer than six months, with half pay for 12 months.

(c) Half-Year Sabbaticals

Those taking half-year sabbaticals during the spring semester shall not be required to return to work following the Christmas break if the Dean of Academic Affairs approves.

(d) Full-Year Sabbaticals

The Board of Trustees encourages full-year sabbatical proposals from teaching educators.

(e) Sabbatical Leave to Provide Additional Qualifications

Up to two additional sabbaticals beyond the five percent may be available each year designed to provide additional qualifications to teach in a different discipline: for full-time tenured teaching educators with at least 10 years of continuing full-time teaching experience at Dutchess or permission of the Dean of Academic Affairs, not eligible for sabbaticals under the regular process, unable to be assigned a full teaching load, and facing the prospect of termination. Application for such a sabbatical must be with permission of the President and must be in a field in which there is an institutional teaching need.

(f) Severance in Lieu of Sabbatical Leave

In lieu of applying for such a sabbatical, the individual in question may choose, with the approval of the President, to receive 50 percent of his/her last year's base salary as severance at the conclusion of his/her 12 month notification year (last year). Such payments shall be subject to all applicable federal, state, and local taxes and other payroll deductions.

Individuals who are approved to receive severance will be continued in the College's Health Insurance Program pursuant to COBRA legislation. The College will pay for the first six months of continued coverage.

#### 5.10 Personal Leave for Teaching Educators

The Board of Trustees shall grant teaching educators three days of personal leave credit per academic year. In addition, those educators whose religion prohibits them from working on certain days shall be entitled to one day of personal leave per academic year on account of such religious requirement. Additional days may be granted at the discretion of the President. Personal leave shall not be cumulative. Unused personal leave shall not be liquidated in cash at the time of separation, retirement, or death. Unused personal leave, excluding religious holiday leave, for tenured and continuing employees, shall be converted to sick leave at the end of each academic year. Such leave may be used to conduct personal business, attend to family affairs, observe religious holidays, and similar matters of a private nature.

### 5.11 Maternity and Paternity Leave

#### (a) Granting Leave Upon Birth or Adoption of a Child

The Board of Trustees shall grant educators a leave of absence without pay upon the birth of a child or adoption of a preschool age child. Such leave may commence prior to the actual date of birth or adoption as may be mutually agreeable. Leaves under this provision shall not exceed one year.

#### (b) Extension of Maternity or Paternity Leave

Extension of such leaves of absence may be granted by the Board of Trustees. Such requests shall not be unreasonably denied.

#### (c) Use of Accumulated Vacation Leave Credits

Accumulated vacation leave credits as may be available may be used to reduce the amount of leave without pay.

#### (d) Use of Accumulated Sick Leave Credits

Accumulated sick leave credits as may be available may be used to reduce the amount of leave without pay, upon competent medical proof that such educators are unable to perform their regular duties.

#### (e) Leave Granted to Temporary Full-Time Educators

Maternity and paternity leave granted to temporary full-time educators shall be considered as employment for the purposes of calculating maximum years of temporary full-time employment.

### 5.12 Jury/Court Appearances/Military Duty

Educators scheduled for jury duty; those required to appear in any court or before any administrative agency of the Federal, State, or local government; and those called to military duty shall be excused from professional responsibilities for such appearances. Compensation, if any, received for jury duty shall be remitted to the College.

### 5.13 Leave Without Pay

#### (a) Grant of Leave of Absence Without Pay

The President and the Board of Trustees may, upon request by an educator, grant a leave of absence without pay. Such requests shall not be unreasonably denied. Leaves of absence up to 30 calendar days duration may be approved by the President without approval by the Board of Trustees. During such leaves, fringe benefits will be continued. Health insurance will be continued for a maximum of six months. Educators on unpaid leave shall retain but shall not accrue credit, as applicable, toward tenure or sabbatical leave.

#### (b) Return from Leave

In cases agreed upon in advance by the Board of Trustees, upon return from leave, an educator may be placed at the same position on the salary schedule that he/she would have been on had he/she worked in the College during such period exclusive of rank promotion.

(c) Temporary Full-Time Educators

The provisions of this section shall not apply to temporary full-time Educators.

5.14 Health Insurance

(a) Available Health Plans

Effective September 1, 2015 through August 31, 2016, the following health plans will be available to educators:

- Blue Cross/Blue Shield Healthy Advantage
- MVP Co-Plan 25/40
- CDPHP Co-Plan 20 (only for those enrolled prior to September 1, 2011).

Effective January 1, 2016, the following additional health plan will be available to educators:

- Blue Cross/Blue Shield EPO20

(b) Employee Contribution

Educators enrolled in Two-person Coverage will pay 12½% of the monthly premium. The employee contribution rate of 12½% for Family Coverage (more than two) will be computed on the family rate for the two-tier system. The employee contribution will not be computed on the family rate for the three-tier system. Nothing in this agreement precludes the College from returning to a two-tier rate structure for CDPHP or MVP in the future. DUE will be notified a minimum of 60 days before such a change. The College agrees to provide an annual statement to DUE of the cost reduction or increase resulting from the changes to health insurance under this agreement. Employee contributions will be made on a pre-tax basis.

(c) College Option to Change Health Insurance Carriers

During the life of this Agreement, the College will have the option of changing health insurance carriers, provided that similar benefits are provided and that DUE is given 60 days notice of the College's intention to change carriers.

(d) Opt Out

Educators who are otherwise insured may voluntarily opt out of the health insurance plan. Those who opt out will receive an annual payment for each year opted out in accordance with the following schedule:

Family Coverage - \$1,500

Individuals who opt out must provide written proof of alternative health insurance. Specific application procedures and payment dates will be determined by the College. Re-entry into the health insurance program will be permitted (with proof of loss of insurance) subject to a waiting period of 90 days. Additional procedures for the administration of the buyout will be determined by the College.

Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

(e) Health Insurance Upon Death of an Educator

Upon the death of an educator, health insurance will continue to be fully paid for the surviving spouse and dependent children, for three full calendar months. At the end of the three months, the surviving spouse and dependent children will have the option of continuing in the College health plan.

Those electing to do so will be required to pay 100% of the monthly premium. An administrative fee of up to 10% of the premium may be charged as deemed necessary by the College.

5.15 Dental Insurance

Dental insurance benefits will be provided through the CSEA Benefit Fund or comparable plan. The College will pay 100 percent of the premium costs.

During the life of this Agreement, the College will have the option of changing dental insurance carriers provided that benefits similar to those provided by the scheduled benefit plan are provided and that DUE is given 60 days notice of the College's intention to change carriers. The plan must be agreeable to Dutchess Community College and the Dutchess United Educators.

5.16 Early Retirement

(a) Health Insurance

Educators who early retire may continue in the health insurance program. For educators hired before August 31, 1997, the College will pay the full premium cost until age 65, or until the educator accepts other employment with an employer who provides health insurance benefits. For educators hired on or after September 1, 1997, the College and educators will pay for health insurance coverage as described in section 5.13. Educators who retire under this provision on or after September 1, 2014 shall be required to pay 15% of the individual coverage and 22.5% of the two-person or family coverage. At age 65, educators who elect to continue in the health insurance program will share the premium costs. The College will pay 70% of the cost of individual coverage or 55% of family coverage. Upon the death of an educator, health insurance will continue to be fully paid for the surviving spouse for three full calendar months.

(b) Incentives

Educators hired before 9/1/97, upon reaching the age of 55 with at least 15 years of credited service at Dutchess Community College or after 20 years of full-time credited service at Dutchess Community College, shall be entitled to the following retirement incentives. Educators hired on or after 9/1/97, will be eligible for the following incentives upon reaching the age of 55 with at least 15 years of credited service.

<b>Age of Retirement</b>	<b>Incentive</b> % of Final Academic Year Salary
55 or less after 20 years of full-time credited service at DCC (hired before 9/1/97)	95%

55 with 15 years of full-time credited service at DCC	95%
56	90%
57	80%
58	70%
59	60%
60	50%
61	40%
62	30%
63	20%
64	10%
65	0%

(c) Change to Eligibility

Effective September 1, 2014, the early retirement shall be eliminated for ages 55 to 59. Eligible educators must be age 60 with fifteen years of full-time credited service at DCC. Employees that retiree effective on or after September 1, 2014 that are between 55 to 59 that are otherwise eligible for retirement will not be eligible for early retirement incentives described in 5.15(b) but will be eligible to receive retiree health insurance with the same contribution rates as a regular retiree pursuant to 5.16 (College pays 70% for individual coverage or 55% of family coverage). This benefit will cease if the educator accepts other employment with an employer who provides health insurance benefits

(d) Maximum Payment

The maximum payment for unused sick leave and early retirement incentive made to educators will be 100 percent of final academic year salary. This limit does not apply to educators hired prior to 9/1/97 who are Tier 1 members of TRS or ERS.

(e) Notice of Early Retirement

Teaching educators expecting to receive Early Retirement incentives must give notice of Early Retirement to the College President at least nine months prior to their retirement date. NTEs expecting to receive Early Retirement incentives must give notice of Early Retirement to the President at least five months prior. Educators shall receive such incentive in one, two or three payments. The specific dates will be determined with each educator. Such payments will be subject to applicable IRS regulations.

(f) Payment Subject to Tax

Payments shall be subject to all applicable Federal, State and local taxes and other payroll deductions.

(g) Extended Early Retirement

Teaching educators who choose early retirement may, at the time of application, also apply for Extended Early Retirement, in which case they would remain on the faculty as half-time lecturers with half their annual salary calculated on the basis of the first step of the rank which they had achieved at the time of application. Teaching educators opting for Extended Early Retirement may continue in this state from the time they receive their incentive for a period of up to five years or until they file for retirement benefits, whichever comes first. The Extended Early Retirement may begin up to one year after the

receipt of Early Retirement incentive. The five years additional teaching need not be done on a continuous basis.

Teaching educators granted Extended Early Retirement will be responsible to maintain and post office hours, in a distribution approved by the department head, not to exceed one-half the amount normally expected of a full-time faculty member. Educators will also be responsible for student advisees, in a distribution approved by the department head, not to exceed one-half those normally assigned to a full-time faculty member. Educators may serve on College committees if appropriate and agreed to by the educator and the department head.

It is further understood that, as half-time lecturers, teaching educators no longer occupy tenure track positions and are not eligible for the benefits and privileges of full-time permanent faculty with the exception of health benefits outlined in Subsection (a).

(h) Sick Leave for Half-Time Lecturers

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

(i) Credited Service Definition

Credited service shall be defined as full-time continuing service to the College in a DUE bargaining unit position.

5.17 Regular Retirement

Educators who choose regular retirement at age 65 or older with 10 or more years of DCC service may elect to continue in the College's Health Insurance program. Those who elect to continue will share the costs of the insurance. The College will pay 70 percent of individual coverage or 55 percent of family coverage.

Upon the death of an educator who has retired, health insurance will continue to be fully paid for the surviving spouse for three full calendar months.

Educators who choose regular retirement are encouraged to give one semester notice to the College.

Retirees shall be entitled to participate in the same health insurance plan(s) offered to active employees.

The College agrees to reimburse Medicare eligible employees and their spouses for Medicare Part B. This benefit shall be based upon the retiree reaching Medicare eligibility.

5.18 Proper Academic Attire:

The Board of Trustees shall provide proper academic attire, without expense to educators, in accordance with protocol required for convocations or commencement exercises.

5.19 Life Insurance:

Term life insurance will be provided for each educator during the life of this Agreement. Such insurance will be provided in an amount equal to one times the educator's base salary rounded to the nearest thousand dollars.

5.20 Flexible Benefits:

Individuals are able to designate an amount of pre-tax compensation to a flexible spending account. The amount, which will be limited by IRS guidelines, may be used for IRS approved dependent care expenses and non-reimbursed medical, dental and vision care expenses.

Monies designated to these accounts, but not used during the year, cannot be returned to the individual.

**Article VI: RESPONSIBILITIES AND PRACTICES OF EDUCATORS**

6.01 Outside Compensated Activities

Full-time employment by the College shall be considered the basic full-time employment of all educators. In the performance of his/her specific and individual duties and obligations to the College, the educator shall be regarded as an employee of the College. He/she shall be responsible to his/her immediate supervisor, to the appropriate Dean and to the President of the College, and to the Board of Trustees, as the case may be. Educators may engage in outside compensated activities provided such activities do not interfere with their teaching effectiveness or College duties and responsibilities. Educators engaging in outside compensated activities shall notify the President prior to the acceptance of such commitments and shall specify in writing their exact nature and duration. After stating the reasons, the President may withhold approval of such activities or request their discontinuance.

6.02 Professional Obligations

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

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

6.03 Annual Federal and/or State Mandated Training

All full-time educators will complete two hours of mandated federal/state training as part of their professional responsibilities. If additional training is required, the College will pay at the individual's prevailing non-teaching assignment rate. With the approval of their supervisor, non-teaching educators who start and complete training outside of their regularly scheduled hours will receive compensation at the individual's prevailing non-job related assignment rate.

#### 6.04 Annual Teaching Load

Teaching educators shall teach in each academic year a maximum of 30 contact hours without additional pay in the following disciplines: Accounting, Art History, Behavioral Sciences, Business, Criminal Justice, Computer Information Systems, Computer Science, Economics, French, German, Geography, Government, Health Education, History, Hospitality and Tourism, Italian, Mathematics, Office Technologies, Paralegal, Philosophy, Psychology, Reading, Spanish, and Speech, Career and Life Planning, Humanities, Liberal Arts/Humanities, Liberal Studies, and Retail Business Management. Those educators teaching English shall teach in each academic year a maximum of 27 contact hours without additional pay. Teaching educators shall teach in each academic year a maximum of 33 contact hours without additional pay in the following disciplines: Architectural Technology, Art, Astronomy, Biology, Child Care, Chemistry, College Study Skills, Communications & Media Arts, Construction Technology, Computer Assisted Drafting, Computer Integrated Manufacturing, Dance, Dietetic Technology, Early Childhood, Electrical Technology, Electromechanical Technology, Engineering, Environmental Science & Conservation, Geology, Medical Laboratory Technology, Mental Health Assistant, Music, Nursing, Physical Education, Physical Sciences, Physics, Recreation Leadership, Theatre, and, Allied Health, Chemical Dependency Counseling, Engineering Technology, Paramedic, Performing Arts, Phlebotomy, Science, Telecommunications, Wellness and Fitness Education.

Those educators teaching Air Conditioning and Refrigeration shall teach in each academic year a maximum of 36 contact hours.

If 30 lecture hours are taught in any discipline in a year, it shall be considered a full load. In those disciplines where the annual load is 33, if the amount of laboratory hours taught in a year is three or less, then 30 contact hours shall be considered a full load.

#### 6.05 Contact Hour Adjustment

##### (a) Intention

The intention of this contact hour adjustment formula is to provide, where possible, an alternative to retrenchment, program or course cancellation, or other special cases.

##### (b) Option of Teaching Other Courses

The faculty member shall be given the option of teaching other courses where feasible and appropriate.

##### (c) Problem Resolution

Problems that may arise concerning the implementation of this formula shall be resolved by mutual agreement between DUE and the College.

##### (d) Formula Guideline

The following formula shall serve as a guideline:

- (1) For a typical three lecture hour/three credit course, a faculty member would receive:

- a) one contact hour of credit or salary for two to four students,
  - b) two contact hours of credit or salary for five to eight students,
  - c) and the full three contact hours if nine or more students were enrolled in the class.
- (2) Credit for laboratory contact hours shall follow the same formula as described in part 1 above.

#### 6.06 Evening Assignments to Make Full Load

Teaching educators for whom it is not possible, under good administrative and educational practice, to assign a normal teaching load may be assigned evening courses or other professional duties, without additional compensation, at the discretion of the Dean of Academic Affairs and support of the appropriate department head. Past departmental practices will be followed. In the event that evening assignments become necessary for a teaching educator to make full load, past departmental practices may be waived by the Dean of Academic Affairs.

#### 6.07 Office Hours

Normally, teaching educators shall maintain and post four office hours per week on four different days for the purpose of advising and assisting students with their course work. Office hours should not be scheduled during the times reserved for College Activities, All-College Programs, or Student Activities. Office hours should be chosen with the schedules of students in mind. During a one-week period each fall and spring semester designated as "Advisement Weeks," teaching educators will maintain and post two additional hours during the times reserved for College Activities, All-College Programs, or Student Activities, to accommodate advisees' schedules. Exceptions may be made with the approval of the Dean of Academic Affairs.

#### 6.08 Advisees

Teaching and non-teaching educators will be responsible for the academic advisement of full-time students. Normally, educators shall be assigned no more than 25 students as advisees per semester as of the end of the third week of classes. Exceptions may be made upon request of the educator to the Dean of Academic Affairs. Educators will be expected to devote an appropriate period of time as outlined in the Professional Staff Handbook advising their assigned advisees; such time not to include that spent in student conferences related to instructional and course work. Educators will assume responsibility for contacting their assigned advisees and taking any required initiative to assure that effective advisor-advisee relationships and records are developed and maintained as outlined in the Professional Staff Handbook. An educator's area of expertise and his/her area of interest will be considered, whenever possible, in the assignment of advisees.

#### 6.09 Master Schedule Guidelines

##### (a) Room Assignments

Classes should be assigned to rooms and laboratories which can properly accommodate them.

(b) Same Room for Lecture Sessions

To the extent possible, a class should be assigned to meet in the same room for all its lecture sessions.

(c) Regular Teaching Day

The regular College teaching day shall begin at 8:00 a.m. and terminate at 5:00 p.m. Teaching educators shall normally have instructional responsibilities scheduled five days a week and shall be on campus as required to perform their professional obligations. In the interest of permitting graduate study or other professional work, or adjusting an underload, or meeting an unanticipated educational need, exceptions to this guideline may be made with the approval of the Dean of Academic Affairs and the appropriate department head.

(d) Splitting Courses between Day and Evening

The College will not split evening courses (i.e., those beginning after the hours of the regular teaching day as specified above), or day lecture courses without the agreement of the individual concerned in order to achieve a full teaching load. Exceptions may be made for courses which are appropriate for team teaching or are agreed to by the teaching educator(s) concerned. Teaching educators shall generally have classes scheduled within a six-hour spread. The assignment of teaching educators up to an eight-hour spread by the Dean of Academic Affairs is permissible in order for the teaching educators to make full load.

(e) Special Scheduling Requirements

Department heads, after consulting with program chairpersons and other teaching educators, shall inform the Director of Scheduling in writing of any special scheduling requirements for courses offered by their respective departments at least eight weeks before the end of the semester prior to the semester for which the request is made. Such requests shall include items requiring special consultation, or for which special arrangements must be made.

(f) Teaching Assignments

Specific assignments for teaching educators will be determined within each department and approved by the Dean of Academic Affairs.

## 6.10 Online Teaching

(a) Approval and Requirements

Full-Time Educators (Faculty and Non-Teaching Educators (NTE's)) wishing to teach an online learning course must receive the prior written approval of the academic department head and the Vice President / Dean of Academic Affairs. Additionally, they must currently be teaching or in the past have taught at least one lecture based credit course at Dutchess Community College before developing an online learning course(s). No Educator will be assigned an online learning course without prior training in an appropriate Course Management System (CMS) and without his/her consent.

A Full-Time Educator must successfully teach an online course at least one semester before seeking permission to teach an additional online course. The preparation to teach an approved additional online course can only take place during or after the second semester of teaching the current

online course.

(b) NTEs

Online teaching assignments may not interfere with or be fulfilled during an NTE's regular work schedule without a schedule adjustment and written permission of the NTE's Supervising Dean.

(c) Training

- i. Full-Time Educators approved to teach an online learning course will receive documented training in the appropriate CMS prior to offering the course. The approved Educator will attend all of the required training sessions. The Associate Dean of Academic Affairs or his/her designee will mentor the Educator when needed.
- ii. During the one semester of training/preparation to offer his/her first online learning course, the Full-Time Educator will be paid for three (3) lecture hours at the appropriate extra-service teaching rate to be paid upon verified completion of the training/preparation. This payment shall be for learning and applying the CMS and relevant pedagogy to teach an online course.
- iii. For any subsequent online learning course(s) taught by a Full-Time Educator, or for course development by a Full-Time Educator with documented prior training in an appropriate CMS, one (1) lecture hour at the appropriate teaching rate will be paid to the Educator in the preparation semester for applying the appropriate CMS and relevant pedagogy to the development of each additional online learning course.
- iv. The Full-Time Educator teaching an online course must have specific course information including a syllabus, schedule, and introductory announcement placed in the CMS at least one week before the commencement of the semester in which the course is to be taught.

(d) Online Course Offerings

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

(e) Formal Observation

Those Educators teaching both onsite and online courses shall have an online course be used at least once every three years for their formal class observation.

(f) Teaching and Student Load Limitations

- i. Online learning courses being taught during the Spring and Fall semesters can be considered part of the Full-Time faculty member's regular load. They may also be taught as extra-service for Full-Time Educators. Limitations for teaching online learning courses throughout the year are defined in the following table:

	<b>Fall Semester</b>	<b>Spring Semester</b>	<b>Winter Term</b>	<b>Summer Sessions</b>
<b>Faculty</b>	2 sections on	2 sections on	1 section as	2 sections per

	load and 2 as extra-service	load and 2 as extra-service	extra-service	session as extra-service, not to exceed the cost of 12 lecture hours for entire Summer
<b>Non-teaching Educators</b>	2 sections as extra-service*	2 sections as extra-service*	1 section as extra-service*	2 sections per session as extra-service, not to exceed the cost of 12 lecture hours for entire Summer*

\* = With the approval of the Department Head, OAA, and their direct Supervisor.

- ii. The first semester that the initial distance learning course is taught, the class enrollment shall be at a maximum of sixteen (16) students, with a supermax of an additional two (2). Thereafter, the maximum enrollment for internet-based distance learning courses shall be: 90% of the maximum for the regular course if the maximum is 20 students or less and 80% of the maximum for the regular course if the maximum is 21 students or more. The supermax for all distance learning courses shall be an additional one (1).

(g) Intellectual Property

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

(h) Waiver

The Office of Academic Affairs may waive the requirements / limitations in Sections 6.10(a), 6.10(c).i., and 6.10(f).i. with the approval of DUE and the Full-Time Educator. A formal waiver process shall be jointly approved by DCC and DUE within 6 months of this agreement's approval.

6.11 Work Week for NTEs:

The Trustees acknowledge the College's obligation to establish reasonable weekly workloads for non-teaching educators with full recognition on the part of DUE that there may be critical periods during which the established workloads may be exceeded. Normally, except in cases of institutional or student need, non-teaching educators shall be scheduled to work Monday through Friday from 9:00 a.m. to 5:00 p.m.

Initiating with the first full work week in June and ending with the last full work week in August, NTEs may work a four-day, 40 hour work week including 1 hour and 15 minutes lunch daily with their consent and with the approval of the appropriate Dean. Sick days, personal days, and leave days taken during a four-day work week shall be adjusted accordingly.

In the event that the College is closed on Fridays during the summer, NTEs will have the option

of working an extended four-day work week, using approved leave time or taking Friday as an unpaid day. Sick days, personal days, and vacation days taken during a four-day work week will be adjusted accordingly.

## **Article VII: GENERAL PROFESSIONAL PRACTICES**

### 7.01 Personnel Files

#### (a) Maintaining Two Files (Open and Closed)

The Board of Trustees shall maintain two files, an open file and a closed file, for each educator.

#### (b) Open File

The open file shall contain all materials accumulated following his/her initial appointment to the College.

- (1) The open file, kept in the office of the Dean of Academic Affairs, shall be available for review by the educator and his/her representative pursuant to the procedures promulgated by the Board of Trustees in the appropriate section of the Professional Staff Handbook.
- (2) The educator shall have the right to read the contents of the file and attach any comments which he/she may deem relevant to any of the materials contained therein.

#### (c) Closed File

The closed file shall contain only the materials accumulated prior to the unit member's appointment to the College.

#### (d) Depositing in Open File

At the end of each academic year, department heads shall deposit in the open file any memoranda or communication bearing upon the professional performance of an educator including merit evaluations. Any of this information not placed in an open file should be destroyed.

### 7.02 Promotion of Teaching Educators

#### (a) Commitment to Sound Policy of Appointment and Promotion

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

#### (b) Committee on Promotion and Tenure

A Committee on Promotion and Tenure shall be established to advise the President and Board of Trustees on all matters having to do with promotion of teaching educators, granting of continuing appointments and non-reappointment of continuing appointments. The Committee shall consist of 10

tenured faculty members--one from each department --with one-half elected annually by the teaching educators. Each department will elect its representative through a process conducted by the office of the Dean of Academic Affairs. Department heads will be ineligible to serve if they have candidates for promotion or tenure from their department. No faculty member will be allowed to serve more than two successive two-year terms. No candidate for promotion shall serve on the committee during the period of his/her candidacy for promotion.

(c) Departmental Consideration for Promotion and Tenure

Within each department of the College, all teaching educators meeting minimum requirements for promotion and/or tenure shall be considered by a committee composed of the department head and all tenured teaching educators of that department. Formal procedures for departmental recommendations on promotions and continuing appointments shall be made in accordance with procedures promulgated by the Board of Trustees.

(d) Departmental Recommendations

All departmental recommendations shall be forwarded in writing to the Committee on Promotion and Tenure. Department heads who wish to recommend promotions, continuing appointments or non-reappointments of continuing appointments will be invited, along with the candidate, to appear before the Committee to support their recommendations. A department head may be accompanied by an additional staff member of his/her choice. Department heads may also be required to justify their failure to recommend an eligible teaching educator for promotion.

(e) Recommendations from Committee on Promotion and Tenure

The Committee on Promotion and Tenure shall forward in writing its recommendations to the Dean of Academic Affairs. The Dean of Academic Affairs shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations, to the President. The President shall carefully consider the recommendations of the Committee and shall thereafter forward his/her recommendations, together with the Committee's recommendations to the Board of Trustees.

(f) Public Notice of Promotion and Tenure

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

(g) Eligibility for Tenured Appointments

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

### 7.03 Promotion of Non-Teaching Educators

(a) Commitment to Sound Policy of Promotion

The Board acknowledges a commitment to a professionally sound policy of promotion for NTEs based on professional progress and achievement. To this end, each year the Board will provide for the promotion of those full-time NTEs who are eligible and qualified for promotion to the extent that budgetary criteria permit.

(b) Committee on NTE Promotion

A committee on NTE promotion will be established to advise the President and the Board in the development of decisions on promotion of NTEs. The committee shall consist of five members of the administrative staff. Two shall be elected by the ASC and three shall be appointed by the President of the College. The President of the College shall appoint the chair. No candidate for promotion shall serve on the committee during the period of his/her candidacy for promotion.

(c) Procedures

Formal procedures for committee recommendations for promotion shall be made in accordance with procedures promulgated by the Board of Trustees.

(d) Public Notice of Promotion

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

(e) Salary Group

NTEs who are promoted to a new salary group as the result of a job audit will be moved horizontally on the salary schedule.

7.04 Removal of Tenure

(a) Tenure Hearing Committee

The Tenure Hearing Committee in the removal of tenure procedure will include 12 tenured teaching educators who receive their appointments by vote of the tenured faculty. The 12 members will include six from the general education disciplines and six from the career disciplines.

(b) Payment for Preparation and Reproduction of the Record

The Board of Trustees agrees to pay for the preparation and reproduction of the record in sufficient quantities in any hearing resulting from action taken by the Trustees to terminate the continuing appointment of a teaching educator. The Trustees also agree to pay up to a maximum of \$1,000 for mileage at the I.R.S. rate for witnesses required in any one proceeding.

7.05 Non-Renewal of Appointments of Non-Tenured Teaching Educators

(a) Advised of Criteria and Procedures

At the time of initial appointment, teaching educators will be advised of the criteria and procedures employed in decisions affecting renewal.

(b) Annual Conference with Department Heads

To facilitate adequate consideration of the performance of teaching educators with reference to the criteria in effect, department heads will be required to confer annually with teaching educators on term appointments.

(c) Advised of Time that Decisions Concerning Renewal and Non-Renewal are Made

Teaching educators will be advised of the time that decisions concerning renewal and non-renewal of appointments are generally made, and be given an opportunity to submit material relevant to the adequate consideration of their performance and qualifications.

(d) Notice of Negative Recommendation

In the event a recommendation not to renew an appointment is made, the teaching educator involved will be informed of the negative recommendation in writing by the President, and upon request, will be advised of the reasons which contributed to the negative recommendation. If a positive recommendation is denied, the reasons will be given by the Board of Trustees.

(e) Review of Negative Decisions by Committee on Promotion and Tenure

The Committee on Promotion and Tenure shall review negative decisions if the affected teaching educator so requests in writing, on grounds of inadequate consideration, discrimination, or violation of academic freedom. Such requests shall be made within thirty (30) days of receipt of the negative decision. Committee recommendations shall be submitted as per 7.2(e) of the Agreement.

#### 7.06 Retrenchment

(a) Retrenchment of Teaching Educators

In instances where financial exigencies may require the reduction of faculty, seniority in time of service at the College, and rank shall be the factors in determining who shall be retained within academic disciplines. Faculty who are non-tenured shall be released first.

The College will give those educators thus affected written notice thereof, by registered mail, one year prior to the date of retrenchment. Retrenched educators shall be placed on a recall list for two years and reinstated in inverse order of retrenchment.

For a period of two years following retrenchment, full-time faculty shall not be replaced with temporary full-time faculty or with part-time faculty whose aggregate work load is equivalent to a full-time teaching load. Once there is a full-time teaching load for which the retrenched faculty member is qualified, retrenched faculty shall be recalled.

The College will support opportunities for retraining any educator facing retrenchment through the use of existing mechanisms such as sabbatical leaves, tuition reimbursement, Improvement of Instruction Grants, and other similar professional staff development programs.

(b) Retrenchment of Non-Teaching Professionals

The services of any non-teaching educators may be terminated in the event of financial or program retrenchment. If it is anticipated that such retrenchment is necessary, the President shall meet with the appropriate DUE representative prior to implementing the retrenchment policy and follow the policy for reducing NTEs.

Retrenchment will be made in inverse order by title by department. All temporary employees will be retrenched first, followed by part-time employees, followed by full-time employees in the title

retrenched.

Seniority shall be defined as full-time length of service in a position that is included in the DUE bargaining unit. Service in a non-DUE bargaining unit position shall not be considered towards seniority. However, if a DUE member leaves or previously had left a DUE position for a non-DUE College position, seniority prior to leaving shall be retained, provided the member returns to a DUE bargaining unit position within one year after leaving.

Any member who is retrenched may not displace employees in a separate department, but will be given consideration for any available position at the College the member is qualified to fill. For the purposes of this article, qualifications for a position will be determined by the College. The determination of whether to fill any position shall be at the sole discretion of the College.

The College will cover health insurance costs for up to three months for NTEs on the retrenchment list.

If an individual NTE's employment is to be terminated because of financial or program retrenchment, the NTE shall be notified as far in advance as possible by certified mail, but must be given at least ninety (90) days advance notice of the date of termination.

In the event that retrenchment employees shall be paid for leave accruals pursuant to and/or as limited by the Collective Bargaining Agreement.

If within two (2) years of the date of termination the position of the retrenched NTE is reinstated, the individual who has had employment terminated for this position shall be offered reinstatement in inverse order of retrenchment. Refusal of such offered position shall terminate the retrenched member's recall entitlement hereunder.

For the purposes of this article, the following departments are recognized:

- a. Academic Services and Testing
- b. Admissions
- c. C-Step
- d. Campus Planning
- e. Community Relations and Graphics
- f. Community Services and Special Programs
- g. Counseling and Career Services
- h. DCC South
- i. Financial Aid
- j. Institutional Advancement
- k. Library
- l. Payroll
- m. Registrar's
- n. Scheduling
- o. Security
- p. Student Accounts
- q. Student Activities
- r. Student Services and Enrollment Management

s. Telecommunications and Instructional Media

7.07 Notice of Termination:

Notice of termination for reasons other than retrenchment to those educators holding term appointments shall be

- not later than April 1 for appointees in their first year of academic service to the College;
- not later than February 1 for those serving in their second year of academic service to the College;
- at least twelve months notice for all others;
- Educators hired after September 1, 2000 and who are employed through grant or externally funded programs shall receive a minimum one (1) month notice of termination.

7.08 Contract Grievance Procedure:

(a) Definition

A "contract grievance" is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement.

(b) Step 1

Should any dispute arise as to the proper interpretation or application of any provision of this Agreement, DUE shall initiate informal discussions with the College President or his/her designee within 30 calendar days after DUE knew, or reasonably should have known, of the act or condition giving rise to the dispute.

(c) Step 2

Within 15 calendar days of initiating the informal discussion, if there is no satisfactory resolution, DUE shall present the grievance, in writing on an approved form, to the College President. The President or his/her designee may request DUE to meet in an effort to resolve the grievance. The President or his/her designee shall reply to DUE, in writing, within 15 calendar days following receipt of the grievance.

(d) Step 3

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within 15 calendar days of receipt of the Step 2 determination. A request to arbitrate shall be submitted to the Trustees in writing on forms provided by the Trustees.

Such arbitration will be conducted in accordance with Rules 15 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to or subtract from, modify or expand, the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement, and to the precise issue submitted for arbitration. All fees and expenses of the arbitrator(s) and of any stenographer or any other record involved in the arbitration proceedings, if any, shall be divided between the parties, except that each party shall bear the cost of preparing and presenting its own case. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

(e) Decision of Arbitrator

Unless the decision of the arbitrator(s) is appealed pursuant to Article 75, Section 7511 (a), (b) 1, (c), (d), and (e) of the New York Civil Practice Law and Rules within fifteen (15) days of receipt thereof, it will be accepted as final by the parties.

7.09 Disciplinary Procedure

(a) Section 1 - Purpose

The purpose of this article is to provide a prompt, equitable and efficient procedure for the imposition of discipline, including termination of non-tenured faculty and NTE's. Where the College seeks to remove a tenured faculty, the provisions of Article 11.1 of the Professional Staff Handbook shall apply.

Prior to initiating formal disciplinary action pursuant to this provision, the College President, or designee is encouraged to resolve the matter informally; provided, however, such informal action shall not be required nor restrict the right of the College to initiate disciplinary action.

(b) Section 2 - Definitions

- i.) "Discipline" shall be defined as the imposition of a penalty pursuant to the procedures specified therein and shall include termination (where applicable), suspension, demotion.

Counseling shall be deemed corrective and not subject to the procedures herein.

- ii.) "Days" shall mean calendar days. If any of the time limits provided herein fall on a Saturday or Sunday, the time limits shall be extended to the following Monday. If any of the time limits fall on a holiday observed by the College, the time limits shall be deemed to be the day following the holiday. Periods during which classes are not scheduled shall not count as a day. Days in which the College is closed pursuant to the College Calendar shall not count as a day for the purpose of this Article.
- iii.) "Service" shall mean the act of delivering, in accordance with the provisions of this Article, a notice of discipline. In determining time limits for the service of a notice of discipline, service shall be effective on the date of personal service or mailing by certified mail, return receipt requested, as evidenced by the official postmark appearing on the receipt for certified mail. For purposes of determining time limits for the filing of a disciplinary grievance, service shall be effective upon the date of personal service or, in the event of mailing, which shall be by certified mail, return receipt requested, from the date the employee or any other person accepting delivery has signed the return receipt.
- iv.) "College President" shall mean the President of Dutchess Community College or his/her designee.
- v.) "Employee" shall mean the employee upon whom discipline is sought to be imposed.
- vi.) "Union" shall mean Dutchess United Educators. Service upon the Union President shall be deemed service upon the Union.

(c) Section 3 - Applicability

Discipline shall be imposed upon employees only pursuant to this article; and shall apply to the discipline and/or termination non-tenured faculty during the term of their appointment and the discipline and/or termination of non-teaching educators during the term of their employment. This article shall not apply to the non-renewal of term appointments of faculty or NTE's. For the purposes of this agreement Term appointments are defined in the Professional Staff Handbook.

(d) Section 4 - Disciplinary Procedure

- i.) Discipline shall be imposed only for just cause, Where the College seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee in person or by certified mail, return receipt requested to the employee's address on record. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. A copy of the Notice of Discipline shall be served within three days upon the Union.
- ii.) The penalty proposed in the notice of discipline may not be implemented until the employee either a.) fails to file a disciplinary grievance within ten (10) days of service of the notice of discipline or, b.) having filed a disciplinary grievance, fails to file a timely appeal to disciplinary arbitration or, c.) having appealed to disciplinary arbitration until and to the extent that it is upheld by the disciplinary arbitrator or, d.) the matter has settled.
- iii.) If the employee objects to the proposed discipline, the employee shall file a grievance at Step 2. Such grievance must be received within ten (10) days of service of the Notice of Discipline. The grievance must be filed in writing. Service my e-mail shall not be accepted.
- iv.) The College President may request to meet with the employee in an effort to resolve the discipline. The President shall reply to the grievance within fifteen (15) days following receipt of the grievance.
- v.) If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to disciplinary arbitration by the employee or the Union within ten (10) days of receipt of the response of the President. Notice of appeal to disciplinary arbitration shall be filed by certified mail, return receipt requested, or by personal service upon the Office of the President.
- vi.) The College and DUE shall jointly agree, within fifteen (15) days of the execution of the Collective Bargaining Agreement, on a four (4) member panel of disciplinary arbitrators. The arbitrator shall initially be listed alphabetically and shall be selected in rotation.
- vii.) The disciplinary arbitrator shall hold a hearing within thirty (30) days of appointment or as soon thereafter as practicable, or within such other period as may be mutually agreed upon by the parties. In the event that the disciplinary arbitrator is not able to hold a hearing within sixty (60) days of appointment, the parties may select the next available arbitrator on the list. The disciplinary arbitrator shall render a decision in writing within thirty (30) days of the close of the hearing.

- viii.) Either party wishing a transcript of the disciplinary arbitration hearing shall be responsible for the cost of same and shall provide, without charge, a copy to the arbitrator and the other party. A party requesting a transcript shall advise the arbitrator and the other party no later than seven (7) days prior to the beginning of the hearing.
  - ix.) The disciplinary arbitrator shall be confined to determinations of guilt or innocence and the appropriateness of the proposed penalties. The disciplinary arbitrator shall have the authority to consider alleged violations of this article, but shall have no authority to consider other alleged violations of other provisions of this agreement.
  - x.) The disciplinary arbitrator shall not add to, subtract from nor modify the provisions of this agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty or timeliness shall be deemed final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted.
  - xi.) All fees and expenses of the arbitrator shall be divided equally between the College and DUE, or the employee if not represented by DUE. Each party shall bear the cost of preparing and presenting its own case.
  - xii.) Upon request, the employee may be represented by DUE at any stage of the disciplinary procedure.
  - xiii.) The time limits specified herein may be extended by mutual agreement in writing.
- (e) Section 5 - Settlements
- i.) A disciplinary grievance may be settled at any time following the service of a notice of discipline, the terms of which shall be reduced to writing.
  - ii.) All settlements and arbitrators' awards shall be final and binding upon the College, DUE and the employee.
- (f) Section 6 - Limitation
- i.) An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than eighteen (18) months prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

## **Article VIII: SALARY**

### 8.01 Salary Determination

#### (a) Salary Schedule in Effect

For 2015-2016:

The salary schedule in effect for 2014-2015 shall be increased by 2.5% and an additional \$450 adjustment in lieu of the book allowance described in Article 5.2 of the 2011-2015 Agreement.

Distribution pattern for Educators for 2015-2016 only, effective September 1, 2015, shall be composed of the wage increase specified above, and a move on the schedule for those eligible based upon successful merit evaluation (except for those receiving promotions or those having been in service less than five months or one semester in 2014-2015), resulting in receipt of a merit increase.

The highest step in each group will be increased to reflect a full increment for the corresponding group. Educators who were at the highest step in 2014-2015 will remain at the step and will also receive an additional one-time payment equal to the difference between a full increment movement and the amount required to adjust the value of the step to a full increment.

Those educators at the top step in each group in 2014-2015 and eligible for a merit increment will receive the following increase to base salary and one-time lump sum payments as listed below:

	Increase to Base Salary	One-time Lump Sum Payment
Group B	\$601	\$595
Group A/ Instructor	\$683	\$700
Group 1/ Assistant Professor	\$761	\$803
Group 2/ Associate Professor	\$836	\$910
Group 3/ Professor	\$917	\$1008

(b) Extra Service Teaching

Effective September 1, 2015, extra service teaching pay shall be as follows:

First or second semester teaching: \$1012.00 lecture  
\$759.00 lab

Third or more semester teaching: \$1,114.00 lecture  
\$836 lab

(c) Extra Service and Overload Teaching

Modified to provide same rates as above. Payment for extra service and overload teaching will be made in the semester in which the courses are taught. If a teaching educator does not have an annual teaching load as described 6.3 Annual Teaching Load and has received extra service or overload payments in the fall semester, the educator will reimburse the College for the equivalent fall extra service/overload payment.

(d) Voluntary Prison Teaching

Educators electing to teach courses at correctional facilities shall receive \$200 additional salary per course for each course taught in a correctional facility.

(e) Departmental Supervision

Departmental supervision consists of three components:

- (1) Planning, paid at \$150.00 flat fee; and
- (2) Number of sections supervised at \$75.00/section.

An individual serving as Departmental Supervisor must complete work at each of the above components to receive the equivalent pay for each.

(f) Supervision of Concurrent Courses

Supervision of concurrent courses (courses taught in high schools by high school faculty) must include a visitation and will be paid at \$100.00 for each section supervised. Priority for supervision of concurrent course sections will be given to departmental supervisors and departmental faculty. If the departmental supervisor or department faculty cannot supervise a concurrent enrollment section(s), the Dean of Academic Affairs shall arrange for appropriate coverage.

(g) Remuneration for Non-Job Related Assignments

Remuneration for non-job related assignments voluntarily assumed by non-teaching educators and approved by the supervising dean and registration-related and non-job related assignments voluntarily assumed by teaching educators and approved by the Dean of Academic Affairs shall be at the rate of \$ 35 per hour for those who are in their first or second semester of full-time employment, and at the rate of \$40 per hour for those who are in their third semester or more of full-time employment.

(h) Program Chairpersons

Teaching educators serving as program chairpersons receive a four (4) contact hour load release. The program chairperson release time is for fulfilling the job description as is outlined in the Professional Staff Handbook. Program chairpersons will receive two (2) additional contact hour load release in 2015-2016 to participate in the Program Affairs Council and in developing, enacting, managing, and reporting program/institutional assessment work as described in the 2015-2016 Academic Assessment plan. In the event a program chairperson uses release time as extra service/overload, those hours will be paid at the appropriate extra service lecture teaching rate.

(i) Instructional Duties Other than Classroom Teaching

Instructional duties other than classroom teaching related to a teaching educator's professional role can be utilized to achieve full loads. These duties with equivalent contact hours are: for advising the official student newspaper, three per semester; for advising the official student literary magazine, one per semester; for coordinating the Honors program, three per semester; for directing the Art Gallery, three per semester; for coordinating the writing center, six per semester; for directing the official College play, one per play, in addition to the contact hours for teaching the course.

Should the College choose to hire a full-time educator for any of the above mentioned duties, it will divide these educators, for compensation purposes, into two groups: those certain to have full loads on an annual basis who will be paid on the extra service payment schedule, and those not certain of full annual loads who will be paid on the annual extra service payment schedule.

(j) Assignment Related to Credit for Life Experience and Proficiency Tests

Educators who are assigned to develop, administer, and score tests for credit for life experience and proficiency tests shall be paid at the rate of \$15.00 per hour. The amount of time

involved to perform these tasks shall be agreed upon in advance between the department head and the Dean of Academic Affairs.

(k) Innovative External learning Programs

Payment and teaching load of educators involved in innovative external learning programs shall be negotiated as these non-traditional methods of instruction are developed and implemented.

(l) Promotion to New Rank

Teaching educators promoted to a new rank will not move vertically, but will move horizontally on the salary scale.

8.02 Eligibility for Merit Review:

A teaching educator who is employed full time for one complete semester or its equivalent in an academic year or a non-teaching educator who is employed full time for five successive months during any part of an academic year is eligible to receive a merit salary increment if he/she returns as a full-time employee in the same position or rank in the succeeding year or at the end of an approved leave of absence. Educators who are employed full time at the College for less than these specified times are not eligible for a merit salary increment.

**Article IX: MISCELLANEOUS**

9.01 Terms and Conditions of Employment:

Existing terms and conditions of employment may only be changed by mutual agreement. New terms and conditions of employment shall be negotiated with DUE as required by PERB. Terms and conditions of employment shall be defined as those recognized by the New York Court of Appeals and PERB as mandatory subjects of bargaining.

9.02 Mileage Reimbursement:

Effective for all requests for mileage reimbursements, educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

**Article X: CONCLUSION OF COLLECTIVE NEGOTIATIONS**

10.01 Conclusion of Collective Negotiations:

This agreement is the entire Agreement between the Board of Trustees and DUE, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

10.02 Severability

In the event that any article, section or portion of this Agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall cause the loss to the Board of Trustees or the State of funds made available by Federal law, State law, or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms or conditions of this Agreement.

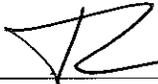
**Article XI: APPROVAL OF THE LEGISLATURE**

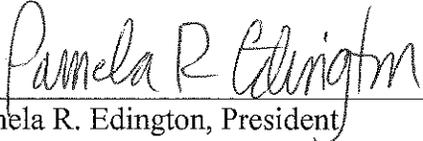
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

**Article XII: DURATION OF AGREEMENT**

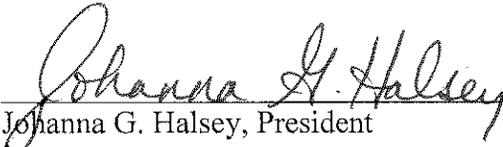
This Agreement shall be effective as of September 1, 2015 and shall continue through August 31, 2016.

**DUTCHESS COMMUNITY COLLEGE**

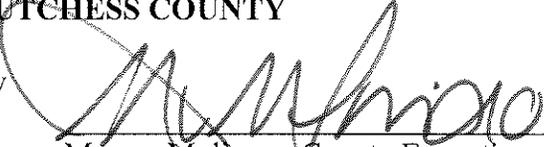
By   
\_\_\_\_\_  
Thomas E. LeGrand, Chairman  
Board of Trustees  
10/7/15  
\_\_\_\_\_  
(date)

By   
\_\_\_\_\_  
Pamela R. Edington, President  
10-7-15  
\_\_\_\_\_  
(date)

**DUTCHESS UNITED EDUCATORS**

By   
\_\_\_\_\_  
Johanna G. Halsey, President  
10/6/15  
\_\_\_\_\_  
(date)

**DUTCHESS COUNTY**

By   
\_\_\_\_\_  
Marcus Molinaro, County Executive  
11/10/15  
\_\_\_\_\_  
(date)

## **APPENDIX A – ACADEMIC FREEDOM**

All parties to this Agreement endorse the following American Association of University Professors (AAUP) Statement on Academic Freedom:

- A) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- B) Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- C) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

American Association of University Professors.

1940 Statement of Principles on Academic Freedom and Tenure. (rev. 1990)

## APPENDIX B – SALARY SCHEDULE

9/1/2015 – 8/31/2016

Level	Group B	Group A	Group 1	Group 2	Group 3	Instructor	Assistant Professor	Associate Professor	Professor
4			49,498	53,059				53,059	
5			51,062	54,806			51,062	54,806	
6			52,626	56,552	60,814		52,626	56,552	60,814
7	42,046	49,737	54,190	58,299	62,739		54,190	58,299	62,739
8	43,243	51,120	55,754	60,045	64,664		55,754	60,045	64,664
9	44,439	52,504	57,318	61,792	66,589	52,504	57,318	61,792	66,589
10	45,635	53,887	58,882	63,539	68,514	53,887	58,882	63,539	68,514
11	46,832	55,270	60,446	65,285	70,439	55,270	60,446	65,285	70,439
12	48,028	56,654	62,009	67,032	72,364	56,654	62,009	67,032	72,364
13	49,225	58,037	63,573	68,778	74,289	58,037	63,573	68,778	74,289
14	50,421	59,420	65,137	70,525	76,214	59,420	65,137	70,525	76,214
15	51,618	60,804	66,701	72,271	78,140	60,804	66,701	72,271	78,140
16	52,814	62,187	68,265	74,018	80,065	62,187	68,265	74,018	80,065
17	54,010	63,570	69,829	75,765	81,990	63,570	69,829	75,765	81,990
18	55,207	64,954	71,393	77,511	83,915	64,954	71,393	77,511	83,915
19	56,403	66,337	72,957	79,258	85,840	66,337	72,957	79,258	85,840
20	57,600	67,720	74,521	81,004	87,765	67,720	74,521	81,004	87,765
21	58,796	69,104	76,085	82,751	89,690	69,104	76,085	82,751	89,690
22	59,993	70,487	77,649	84,498	91,615	70,487	77,649	84,498	91,615
23	61,189	71,870	79,212	86,244	93,540	71,870	79,212	86,244	93,540
24			80,776	87,991	95,465		80,776	87,991	95,465
25			82,340	89,737	97,390		82,340	89,737	97,390
26				91,484	99,315			91,484	99,315
27				93,231	101,240			93,231	101,240
28					103,165				103,165

## **APPENDIX C – PAYMENT PROCEDURES FOR ANNUAL EXTRA SERVICE**

1. Payments for the Annual Extra-Service will be at the same rate as the full-time faculty and NTEs extra-service rate (dependent upon the first two semesters or the third and subsequent semesters of teaching).
2. Payments for Annual Extra-Service depend on the total number of either lecture or laboratory hours taught in the academic year as follows:

### For one hour of Annual Extra-Service

- a. Teaching one more lecture hour than laboratory hour is paid as a lecture hour.
- b. Teaching one more laboratory hour than lecture hour is paid as a laboratory hour.

### For more than one hour of Extra-Service

- a. If the total number of lecture hours equals the total number of laboratory hours, 50% of the annual extra-service will be paid as lecture hours and 50% will be paid as laboratory hours.
- b. If the total number of lecture hours is more than the total laboratory hours and the difference is more than six hours, 100% of the extra-service will be paid as lecture hours.

In the above case, if the difference is six hours or less, payment for annual extra-service will be prorated.

- c. If the total number of laboratory hours is more than the total number of lecture hours and the difference is more than six hours, 100% of the extra-service will be paid as laboratory hours.

In the above case, if the difference is six hours or less, payment for extra-service will be prorated.

3. Hours resulting from "release time," "weighted average," or other "instructional duties" are considered lecture hours and can be utilized to achieve full-load or annual extra-service.
4. Department heads annual extra-service and annual extra-service for faculty on a one semester leave will be treated in the same way as items 1 through 3 except their load will be considered at 50% of the normal contractual obligation of their discipline.

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11                      Resolution:   /                        Total :            11              0    
 Absent:   1                        Motion:         Yes                No  
 Vacant:   0      Abstentions:   0  

2015255 APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND DUTCHESS UNITED EDUCATORS

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 22  
 Absent: 3  
 Vacant: 0

Resolution:   
 Motion:

Total: 22 0  
 Yes No  
 Abstentions: 0

**2015255 APPROVING LABOR CONTRACT BETWEEN THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE AND DUTCHESS UNITED EDUCATORS**

Date: November 9, 2015

RESOLUTION NO. 2015256

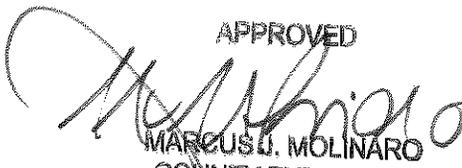
RE: 2015-2016 Adjunct Contract for Dutchess Community College

Legislators BORCHERT, ROLISON, HORTON, SAGLIANO, WEISS, FARLEY, PERKINS, STRAWINSKI, MacAVERY, and AMPARO offer the following resolution and move its adoption:

WHEREAS, the Board of Trustees of Dutchess Community College have come to an agreement on the terms of a proposed 2015-2016 Adjunct Contract, and

WHEREAS, Dutchess Community College Board of Trustees Resolution No. 2016-11 dated September 29, 2015, approved said contract, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby authorize and approve the 2015-2016 Adjunct Contract for Dutchess Community College.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 11/10/2015

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 9th day of November 2015, 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 9<sup>th</sup> day of November 2015.

  
CAROLYN MORERA, CLERK OF THE LEGISLATURE

*AGREEMENT*  
*BETWEEN THE*  
*BOARD OF TRUSTEES OF DUTCHESS COMMUNITY*  
*COLLEGE*  
*AND THE COUNTY OF*  
*DUTCHESS*  
*AND THE PART-TIME EDUCATOR UNIT OF*  
*DUTCHESS UNITED EDUCATORS*

*2015 - 2016*

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## **Article I: RECOGNITION**

Pursuant to Article XIV, Section 204 of the Civil Service Law, the Board of Trustees of Dutchess Community College (hereinafter referred to as the "Board of Trustees") acting on behalf of the local sponsor, recognizes Dutchess United Educators (hereinafter referred to as "DUE") as the exclusive bargaining representative for the purpose of collective negotiations concerning terms and conditions of employment for all part-time faculty as defined by PERB certification and the following part-time non-teaching educator positions: high school liaison(s), librarian(s), counselor(s), and academic advisor(s).

## **Article II: RESPONSIBILITIES OF THE BOARD OF TRUSTEES**

Nothing contained herein shall be construed as a delegation or waiver of any powers or duties vested in the Board of Trustees, or any administrator of the College by virtue of any provisions of the Constitution of the State of New York or any statute of the State of New York or any rule or regulation of the Board of Trustees of the State University of New York.

## **Article III: RIGHTS OF THE DUTCHESS UNITED EDUCATORS**

### **3.01 Collective Bargaining Rights**

The Board of Trustees and DUE hereby agree that educators have the right to form, join, and participate in, or to refrain from forming, joining, or participating in any employee organization of their own choosing for the purpose of engaging in collective bargaining. The Board of Trustees and DUE undertake and agree that they will not directly or indirectly deprive, coerce, or harass any part-time educator in the enjoyment of any right conferred upon him by the provisions of Article XIV of the Civil Service Law; that they will not discriminate against any part-time educators with respect to hours, wages, or any terms or conditions of employment by reason of his membership, or lack thereof, in DUE or his participation, or lack thereof, in any lawful activity of DUE or in collective negotiations with the Board of Trustees, or his institution, of any grievance or complaint under this Agreement. In the event of any inconsistency or conflict between provisions of this Agreement and College policies, the provisions of this Agreement shall apply.

### **3.02 Membership Dues Deduction**

The Board of Trustees recognizes DUE's right to membership dues deductions in accordance with Section 208, Article XIV of the Civil Service Law.

## **ARTICLE IV: PURPOSE AND IMPLEMENTATION**

This agreement seeks to promote and assure effective relationships between the management of Dutchess Community College and the part-time faculty and part-time, non-teaching educator positions represented by DUE. It is recognized by the parties that maintenance of the high quality educational programs is of utmost importance and that nothing in this agreement should detract from this effort. This agreement formally and publicly acknowledges the contribution of part-time faculty and part-time, non-

teaching educator positions toward this goal of continued quality educational programs at Dutchess.

## **Article V: ACADEMIC FREEDOM**

All parties to the agreement endorse the 1940 AAUP Statement on Academic Freedom (1990 revision). Said statement is hereby adopted and made part of this agreement as shown in Appendix A.

## **Article VI: DUE BENEFITS**

### **6.01 Use of College Facilities**

DUE may use College facilities at reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. College procedure shall be followed with respect to requesting and using such space.

### **6.02 Distribution of Agreement**

Copies of this Agreement shall be printed by the Board of Trustees and the College shall be responsible for providing one copy to each member of the unit. In addition, the Part-Time Educator Unit of DUE shall receive fifty (50) copies.

## **Article VII: BENEFITS FOR EDUCATORS**

### **7.01 Professional Leave**

For each individual course section taught, part-time faculty shall be granted leave with pay of one class hour per semester for each class hour taught per week to be used for absences during the times the individual course section meets. Said leave may be used because of illness, to conduct personal business, attend to family affairs, or observe religious holidays. Anyone teaching on an alternate schedule will be pro-rated accordingly. This leave shall not be cumulative.

### **7.02 Retirement System**

Part-time faculty may join the New York State Teachers' Retirement System (TRS) or the New York State Employees' Retirement System (ERS). If one of these elections is made, membership and contributions will be in accordance with state law and the rules of the individual plan.

Members of the TIAA/CREF who are full time employees of other SUNY units may participate in the TIAA/CREF, subject to the conditions noted above.

### **7.03 Tuition Waiver**

The College shall provide a tuition waiver program for part-time educators for the term of this agreement only. The tuition waiver applies to credit courses only.

Part-time faculty who have taught two fall and/or spring semesters are eligible to take one course for credit in each subsequent fiscal year in which they teach. Part-time non-teaching educators who have worked for one year are eligible to take one course for credit in each subsequent fiscal year they work.

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

#### 7.04 Health Insurance

Members of the part-time faculty who have taught a minimum of four consecutive semesters (excluding summer sessions) may participate in the College's health insurance program. The full cost of the plan will be paid by the part-time faculty member.

#### 7.05 Mileage Reimbursement

Educators will be reimbursed at the approved IRS rate for approved job-related travel in their personal automobile.

### **Article VIII: RESPONSIBILITIES AND PRACTICES OF EDUCATORS**

#### 8.01 Appointment

Part-time faculty can be appointed on a one semester basis to teach up to a course load not to exceed the cost of nine lecture hours, in order to meet specific college needs. The Dean of Academic Affairs or his/her designee may waive this limitation.

#### 8.02 Orientation:

A college-wide orientation program will be held each semester. Participation at orientation is mandatory for all part-time faculty teaching for the first time for the College or for those who have not taught for the College for a period of four consecutive semesters. Additionally, participation in any departmental orientation as may be scheduled is also mandatory for those individuals.

#### 8.03 Faculty Evaluation:

Part-time faculty will receive written evaluations of their work in each of their first two semesters at the College and every alternate semester thereafter in which they have a teaching assignment. Evaluations will include, but not be limited to, classroom visits by the departmental supervisor and students' appraisals of teaching.

#### 8.04 Annual Mandated State/Federal Training

Part-time educators participating in mandated federal/state training will be paid at the non-teaching rate for part-time teaching educators and the hourly-rate for non-teaching educators. Whenever

possible, part-time faculty will be offered the option to complete the training remotely.

## **Article IX: PERSONNEL PRACTICES**

### 9.01 Appointment and Termination:

The appointment and termination with just cause of part-time faculty shall be done by the President of the College upon the recommendation of the Office of the Dean of Academic Affairs in conjunction with the College Personnel Office.

### 9.02 Personnel Files:

The Office of Academic Affairs, in conjunction with the College Personnel Office, shall maintain a personnel file for each part-time faculty member. The files, except for pre-employment information, shall be open to the individual faculty member, pursuant to policies and procedures promulgated by the Board of Trustees. The College Personnel Office shall maintain a personnel file for each part-time, non-teaching educator.

### 9.03 Assignment of Classes

Normally, the assignment of a course to a part-time faculty member will be on the basis of the number of consecutive semesters the part-time faculty member has taught this course. Evaluations of part-time faculty member will be considered. Full time faculty will be given preference on all course assignments.

## **Article X: SALARY**

### 10.01 Terms

All part-time faculty as defined by PERB CERTIFICATION shall receive salaries in accordance with the schedule as shown in Appendix B.

The hourly rates for part-time, non-teaching educators are shown in Appendix C.

### 10.02 Remuneration for Non-Teaching Assignments

Remuneration for non-teaching assignments assumed by part-time faculty that have been, in advance, either

- Requested by the Department Chairperson and approved by the Vice President of Academic Affairs or his/her designee

OR

- Requested directly and approved by the Vice President of Academic Affairs or his/her designee

Shall be at the rate of \$35.00 per hour for those adjunct faculty who are in their first through sixth semesters of DCC teaching employment and at the rate of \$40.00 per hour for those who are in their seventh or more semesters of DCC teaching employment. Semesters of teaching employment do not need to be consecutive.

## **Article XI: GRIEVANCES**

### 11.01 Procedure

#### (a) Definition

A "contract grievance" is a dispute concerning the interpretation of a specific term, condition, or provision of this Agreement.

#### (b) Step 1

Should any dispute arise as to the proper interpretation or application of any provision of this Agreement, DUE shall initiate informal discussions with the College President or his designee within thirty (30) calendar days after DUE knew, or reasonably should have known, of the act or condition giving rise to the dispute.

#### (c) Step 2

Within fifteen (15) calendar days of initiating the informal discussion, if there is no satisfactory resolution, DUE shall present the grievance, in writing on an approved form, to the College President. The President or his designee may request DUE meet in an effort to resolve the grievance. The President or his designee shall reply to DUE, in writing, within fifteen (15) calendar days following receipt of the grievance.

#### (d) Step 3

An appeal to arbitration from an unsatisfactory decision at Step 2 may be made within fifteen (15) calendar days of receipt of the Step 2 determination. A request to arbitrate shall be submitted to the Trustees in writing on forms provided by the Trustees. Such arbitration will be conducted in accordance with Rules 15 through 46 of the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to, or subtract from, modify or expand, the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of the Agreement and to the precise issue submitted for arbitration. All fees and expenses of the arbitrator(s) and of any stenographer or any other record involved in the arbitration proceedings, if any, shall be divided between the parties, except that each party shall bear the cost of preparing and presenting its own case. The Trustees may initiate a contract grievance at this Step 3, and proceed directly to arbitration.

#### (e) Appeal/Acceptance

Unless the decision of the arbitrator(s) is appealed pursuant to Article 75 Section 7511 (a), (b) I, (c), (d), and (e) of the New York Civil Practice Law and Rules within fifteen (15) days of receipt

thereof, it will be accepted as final by the parties.

## **Article XII: TERMS AND CONDITIONS OF EMPLOYMENT**

Terms and conditions of employment as established by this contract may only be changed by mutual agreement. Terms and conditions of employment shall be defined as those recognized by the New York Court of Appeals and PERB as mandatory subjects of bargaining.

## **Article XIII: CONCLUSION OF COLLECTIVE NEGOTIATIONS**

### **13.01 Conclusion of Collective Negotiations**

This agreement is the entire Agreement between the Board of Trustees and the Part-Time Educator Unit of DUE, terminates all prior agreements and understandings and concludes all collective negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement.

### **13.02 Severability**

In the event that any article, section or portion of this agreement is found to be invalid by a final decision of a tribunal of competent jurisdiction or shall cause the loss to the Board of Trustees or the State of funds made available by Federal law, State law or otherwise, then such article, section or portion specified in such final decision or having such result shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

Upon the issuance of such a final decision or the issuance of a ruling resulting in the loss of Federal, State or other funds, then either party shall have the right to immediately reopen negotiations with respect to providing for a cure of the defect contained in such article, section or portion of this Agreement involved. The parties agree to use their best efforts to contest any loss of Federal, State or other funds which may be threatened by any of the terms of conditions of this Agreement.

## **Article XIV: APPROVAL OF THE LEGISLATURE**

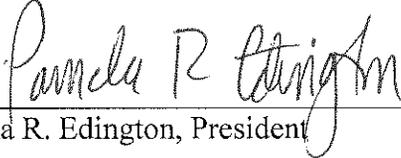
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation or amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

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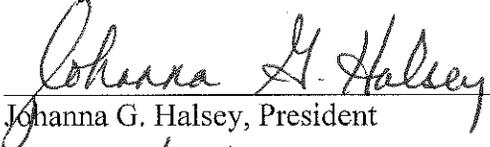
This Agreement shall be effective as of September 1, 2015 and shall continue through August 31, 2016.

**DUTCHESS COMMUNITY COLLEGE**

By   
Thomas E. LeGrand, Chairman  
Board of Trustees  
10/7/15  
(date)

By   
Pamela R. Edington, President  
10.7.15  
(date)

**DUTCHESS UNITED EDUCATORS**

By   
Johanna G. Halsey, President  
10/6/15  
(date)

**DUTCHESS COUNTY**

By   
Marcus Molinaro, County Executive  
11/10/15  
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- A) Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
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- C) College and university teachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and their institution by their utterances. Hence, they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

American Association of University Professors.

1940 Statement of Principles on Academic Freedom and Tenure. (rev. 1990)

**APPENDIX B – PART-TIME FACULTY SALARY SCHEDULES**

2015-2016

Teaching Rate:

<u>Semesters of Experience</u>	<u>Lecture Rate</u>	<u>Lab Rate</u>
1-6	\$996	\$747
7-14	\$1097	\$823
15+	\$1142	\$857

Non-teaching Rate:

<u>Semesters of Experience</u>	<u>Hourly Rate</u>
1-6	\$35
7+	\$40

**APPENDIX C – PART-TIME, NON-TEACHING EDUCATOR SALARY SCHEDULES**

2015-2016

<u>Semesters of Experience*</u>	<u>Hourly Rate</u>
1-2	\$31.00
3-4	\$33.00
5+	\$35.00

\*A semester of experience is defined as a non-teaching educator working at least 100 hours during an academic semester (including the appropriate intersession and periods during a semester when classes are not in session). Emeriti faculty and professional staff will be considered to have five or more semesters of experience.

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	absent	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11                      Resolution: ✓                      Total :            11            0  
 Absent: 1                              Motion: —    Yes                      No  
 Vacant: 0    Abstentions: 0

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	absent	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	absent	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	absent	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 22  
 Absent: 3  
 Vacant: 0

Resolution:   
 Motion:

Total: 22      0  
                   Yes            No  
 Abstentions: 0

2015256 2015-2016 ADJUNCT CONTRACT FOR DUTCHESS COMMUNITY COLLEGE

Date: November 9, 2015

RESOLUTION NO. 2015257

RE: AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ASSISTANCE ACT

Legislators BORCHERT, HORTON, WEISS, MacAVERY, PERKINS, FARLEY, and STRAWINSKI offer the following and move its adoption:

WHEREAS, the United States Congress enacted the Trade Adjustment Assistance (TAA) Program to provide the framework for a unique workforce preparation and employment system designed to meet both the needs of businesses and the needs of job seekers and those who want to further their careers, and

WHEREAS, the New York State Department of Labor has provided allocations to Dutchess County for the operation of FY 2014 TAA funding for the period 10/01/13 through 9/30/16, now, therefore be it

RESOLVED, that the Commissioner of Finance be and hereby is authorized, empowered and directed to accept the allocation of funding under the above WIA and TAA Programs and amend the following accounts:

APPROPRIATIONS Increase (Decrease)

2014

CD6292.2014.4813	TAA Participant Funding	\$ 4,000
		<u>\$ 4,000</u>

REVENUES Increase (Decrease)

2014

CD6292.2014.47910.22	TAA Participant Funding	\$ 4,000
		<u>\$ 4,000</u>

CA-169-15  
LK/CRC/kvh/G-1263  
10/14/15  
Fiscal Impact: Attached.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 11/16/2015

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 9th day of November 2015, 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 9th day of November 2015.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

## APPROPRIATION RESOLUTIONS

*(To be completed by requesting department)*

Total Current Year Cost \$ 4,000

Total Current Year Revenue \$ 4,000  
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: Laraine Kautz, Executive Director, DCWIB

Prepared On: October 14, 2015

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 11 0  
           Yes      No  
 Abstentions: 0

**2015257 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ASSISTANCE ACT**

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 22  
 Absent: 3  
 Vacant: 0

Resolution:   
 Motion:

Total: 22 0  
 Yes No  
 Abstentions: 0

2015257 AUTHORIZING AMENDMENT OF FUNDING UNDER THE TRADE ADJUSTMENT ASSISTANCE ACT

Date: November 9, 2015

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2015258

RE: CONFIRMATION OF APPOINTMENT OF SABRINA JAAR MARZOUKA, JD, MPH, AS COMMISSIONER OF THE DEPARTMENT OF COMMUNITY & FAMILY SERVICES FOR THE COUNTY OF DUTCHESS EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2020

LEGISLATORS BORCHERT, HORTON, WEISS, SAGLIANO, FARLEY, and STRAWINSKI offer the following and move its adoption:

WHEREAS, by Resolution 2015086 Sabrina Jaar Marzouka, JD, MPH, was appointed the Acting Commissioner of the Department of Community & Family Services through March 27, 2016, and

WHEREAS, the County Executive has advised that, pursuant to Article XVI, Section 16.01 of the Dutchess County Charter, he has appointed Sabrina Jaar Marzouka, JD, MPH, as Commissioner of the Department of Community & Family Services for the County of Dutchess for a five year term as prescribed in Section 116 of the Social Services Law effective January 1, 2016 through December 31, 2020, and

WHEREAS, the Commissioner of the Dutchess County Department of Human Resources has determined that Sabrina Jaar Marzouka, JD, MPH, has the requisite professional qualifications and credentials necessary to execute the responsibilities of the Commissioner of the Dutchess County Department of Community & Family Services, now therefore, be it

RESOLVED, that the appointment of Sabrina Jaar Marzouka, JD, MPH, as Commissioner of the Department of Community & Family Services effective January 1, 2016 through December 31, 2020, is hereby confirmed by this Legislature and contingent upon the approval of the Commissioner of the New York State Office of Temporary and Disability Assistance.

CA-163-15 (B)  
JMF/CRC/kvh/G-0198  
10/22/15

STATE OF NEW YORK  
COUNTY OF DUTCHESS

ss:

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 11/16/2015

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 9th day of November 2015, 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 9th day of November 2015.

  
CERLEY MORRIS, CLERK OF THE LEGISLATURE

**SABRINA F. JAAR MARZOUKA**  
**CURRICULUM VITAE**  
**December 2014**

SABRINA F. JAAR MARZOUKA

EDUCATION

**M.P.H.** The Johns Hopkins University,  
May 1990 School of Hygiene and Public Health,  
Baltimore, Md.  
Departments of Health Policy & Management and International Health.

**J.D.** Faculte de Droit et des Sciences Economiques,  
July 1989 Port-au-Prince, Haiti.  
Section Juridique.  
Honor: Laureate (Magna Cum Laude)

**B.A.** Magna Cum Laude.  
May 1985 Trinity College,  
Washington, D.C.  
Major : Political Science  
Minor : International Studies  
Honors: T.C. Pin  
Dean's list  
Departmental Honors  
Phi Beta Kappa  
Who's Who Among American Colleges & Universities.

**Certificate of Arabic Language.** The Middle East Institute  
May 1985 Washington, D.C.

**BAC.II** Institution Sainte Rose de Lima,  
June 1982 Port-au-Prince, Haiti.

**Certificate of Applied Laboratory**  
June 1982 Institution Saint Louis de Gonzague,  
Port-au-Prince, Haiti.  
Chemistry.

**Diploma** Instituto Lope de Vega,  
Aug 1980 Port-au-Prince, Haiti.  
Spanish Language and Literature.

LANGUAGES

Basic Knowledge of Latin.  
Working knowledge: Italian and Arabic.  
Fluent: French, English, Spanish, Creole.

Computer literate: Windows, Word Perfect, Lotus, Power Point, Microsoft Words, Microsoft Excel & Access.

## PROFESSIONAL EXPERIENCE

**THE MIDDLE EAST INSTITUTE**, Washington D.C. Spring 1985.

Internship.

Duties included translating, researching and filing the literature on Middle Eastern issues for the bibliographical section of the MIDDLE EAST JOURNAL.

Developed a sense of publishing, editing and translating while assisting the editor.

**O.A.S., Interamerican Commission of Women (CIM)**, Washington D.C. Fall 1984. Internship.

Responsibilities included filing and revising the decade evaluation of the delegates of the member countries.

Developed knowledge of project planning and organizing in the O.A.S. Assisted the CIM General Assembly.

**TRINITY COLLEGE**, Washington D.C. Academic year 1984-85.

Peer Counselor for the Minority and Commuter students.

Duties included leading an orientation group for freshmen and transfer students, advising the International, Commuter, and Minority Clubs on their activities as well as counseling their members.

**HAITI SANTE**, Port-au-Prince, Haiti. 1986-1988.

Chief Editor.

Responsible for renovating, editing and publishing this health magazine. In doing so, developed a good understanding of public health preventive and curative programs while improving my knowledge of the publishing business.

**CENTERS FOR DEVELOPMENT AND HEALTH, (CDS)**, Port-au-Prince, Haiti.

June 1985 to December 1986.

Office Manager.

Responsible for the management of the Child Survival Project funded by the United States Agency for International Development (USAID). Controlled and reviewed financial and technical reports from CDS' subgrantees. Prepared the financial reports to USAID and ensured the administrative link between USAID and the Mobilizing Mothers for Child Survival grantees.

**CENTERS FOR DEVELOPMENT AND HEALTH, (CDS)**, Port-au-Prince, Haiti.

December 1986 to May 1987.

CDS Office Manager, CMSCS Program Planning/Fund Raiser.

Continued previous responsibilities with USAID grants. Managed in the same fashion the other CDS grants. Duties also included the promotion of the Center among its members and fund-raising activities at the national and international levels for the Medical Social Complex Of Cite Soleil (CMSCS), associated branch of CDS.

**CENTERS FOR DEVELOPMENT AND HEALTH, (CDS)**, Port-au-Prince, Haiti.

May 1987 to September 1991.

Assistant Director.

Responsible for the supervision of CDS personnel and the implementation of all projects approved by the Board of Directors. Supervised on the field the implementation of activities. Assisted Executive Director in the design, planning, writing and presentation of project proposals to funding agencies.

**CENTERS FOR DEVELOPMENT AND HEALTH, (CDS), Silver Spring, MD.**

September 1991 to February 1996.

CDS Chargee de Mission.

As CDS envoy responsible for registering CDS as an official tax deductible group in the United States, ensuring the proper filing of IRS forms to maintain its 501(c)3 status. Served as CDS fund-raiser, writing proposals, searching for possible donors and acting as liaison with all US grantors.

**CATHARINE STREET COMMUNITY CENTER, (CSCC), Poughkeepsie, N.Y.**

March 1992 to September 1996.

Executive Director.

Carried responsibilities for the effective management of the daily activities of the Catharine Street Community Center as well as the supervision of all programs. Responsible for the promotion and growth of this community based organization through professional/administrative leadership as well as the development of innovative programs responding to the needs of the community.

**DUTCHESS COUNTY DEPARTMENT OF HEALTH, Poughkeepsie, N.Y.**

April 1997 to April 2005

Director of Health Planning and Education.

Responsible for the development, planning, implementation, direction and evaluation of short and long term programs and priorities for the Dutchess County Public Health Department. Duties include working with the media, preparing press releases; developing and directing educational programs; implementing on going community health assessment; putting together the Annual Municipal Service Plan and the Annual performance report of the Health Department. Additionally, the work involves collaboration and coordination with outside community organizations including private, governmental and not for profit groups.

**DUTCHESS COUNTY DEPARTMENT OF HEALTH, Poughkeepsie, N.Y.**

May 2005 to May 2009

Director of Public Health Information

Provides support to the Commissioner of Health by planning, organizing and advising on the Department's programs, policies and public relations. Plans, directs and evaluates mass media and/or community outreach health education and promotion campaigns. Responsibilities include the dissemination of the Department of Health Information, oversight of the Health Planning and Education Division and the coordination and facilitation of assigned countywide and regional projects. Additionally, serves as the Project Director for the federal Ryan White title I grant.

**DUTCHESS COUNTY DEPARTMENT OF HEALTH, Poughkeepsie, N.Y.**

May 2009 to December 2013

Assistant Commissioner for Administration

Provides support to the Commissioner of Health by planning, organizing and managing the day-to-day activities of the Department as it relates to its administrative functions; responsible to the Commissioner for the overall management of operations and the development of administrative policies in compliance with Federal, State and County regulations. Oversee all aspects of the fiscal and administrative operations including contract management, human resources, facilities and compliance plans. Exercises direct supervision over the Division of Public Health Information, Planning & Education, the Division of Administration and Finance, and the Division of Early Intervention & PreSchool Special Education. Prepares statistical and narrative reports.

**DUTCHESS COUNTY DEPARTMENT OF HEALTH, Poughkeepsie, N.Y.**

January 2014 to present

Assistant Commissioner

Responsible to the Commissioner for the overall management of department's operations and the formulation of policies designed in compliance with Federal, State and County regulations. Acts for the Commissioner and represents the Commissioner in an official capacity in areas not requiring professional medical judgment. Oversees all aspects of the administration, fiscal and the human resources management of the department. Serves as the Hearing Officer during administrative hearings for the Department's various enforcement activities. Serves as the FOIL Officer and the HIPAA Officer responsible for responding to requests to release information. Leads the Department's strategic planning efforts. Develops Community Health Assessment, Municipal Services Plan, Annual Performance Report for the Department as required by NYSDOH for the basis of reimbursement. Exercises direct supervision over the Divisions of Public Health Information, Planning & Education, the Division of Administration and Finance, the Division of Early Intervention & PreSchool Special Education; the Division of Weights & Measures and the Division of Veteran Services.

FREELANCE WORK

**VASSAR COLLEGE, Poughkeepsie, N.Y.**

Fall Semester 1997 to 2007

Adjunct Professor, Urban Studies

Lead Teacher, responsible for the coordination, planning, development of curriculum, implementation of interdisciplinary course taught with team of professors from area colleges under the Poughkeepsie Institute umbrella. Courses address social issues facing the City of Poughkeepsie with emphasis in direct community research, a class written report and video including public policy recommendations. Report and video are issued to City Mayor in Common Council.

**FONDS DE PARAINAGE NATIONAL, (FPN), Port au Prince, Haiti.**

October 5-16, 1992.

Consultant.

Helped organize this institution, designing its By Laws and writing up its administrative and program manuals. The FPN purpose is to address the problem of illiteracy and provide financial support to poor families of Haiti who cannot afford school expenses for primary education of their children.

**POUGHKEEPSIE HOUSING AUTHORITY, 4 Charles Street, Poughkeepsie, N.Y.**

January to June 1997.

Program Manager Consultant.

Provides technical assistance to staff for proper implementation of program according to contracts. Prepares reports and statistical information for HUD and other donors. Writes grants and proposals as needed.

**BERLITZ TRANSLATION SERVICES, Berlitz International, 1730 Rhode Island Ave, N.W. Suite 803, Washington D.C. 20036.**

June 1994 to 2003.

Interpreter.

Provided Creole interpretation for the US Immigration Court.

**Grant Writing** on occasion for various entities.

## PUBLICATIONS

"Nos Cliches du Monde Arabe." LE MATIN, February 29, 1984. Haiti.

Articles in HAITI SANTE. June 1986 and November 1986 issues.

EMOTIONS, collection of poems sold in a fund raising effort for MSCS/CDS. March 1987.

REALITE, collection of poems. December 1991.

"Stable HIV-1 Seroprevalence rates in pregnant women residing in an Haitian Urban Slum." Boulos et al. Abstract presented at the 7th International Conference on AIDS, Florence, Italy, June 1991.

"Towards Financial Sustainability of Health Services For the Poor in Haiti: The CDS Experience." Co author with James C. Setzer and Reginald Boulos presented at the American Public Health Association 120th Annual meeting in Washington D.C. on Nov. 1992.

Millenium Issue, Well Being Section, "History of Health in Dutchess County," The Poughkeepsie Journal, July 11, 1999.

"Smoke Free School Regulation: A Local Health Department Approach," Marzouka et al, abstract presented at the 19<sup>th</sup> National Conference on Health Education and Health promotion in Atlanta Georgia on April 2001.

"Communities Working Together to Reduce The Burden of Asthma." co-author with Theresa Flaherty. Abstract presented at the 19<sup>th</sup> National Conference on Health Education and Health promotion in Atlanta Georgia on April 2001.

"Enhancing the Practice of Community Health Assessment through a Partnership with Academia and Local Governments." Co-author with Edward Waltz, Carol-Ann Watson, and John Zanetich. Abstract American Public Health Association Annual 2003 Meeting & Exposition.

"Working toward bioterrorism preparedness through a partnership with academia and local governments" Edward Waltz et al. Abstract. 2004 American Public Health Association Annual Meeting & Exposition.

"Youth Tobacco Use Prevention: Dutchess County, New York" co-author with Rana Ali and Elizabeth Teed. Poster presentation American Public Health Association Annual Meeting & Exposition 2004.

"Risk Communications: Lessons Learned in a Mass Prophylaxis Point of Distribution Drill," Marzouka. Poster presentation during the CDC Public Health Preparedness Conference in February 2005.

"Mass Prophylaxis point of Distribution Drill Model for Local Health Departments," co-author with Erum Khan Hadi. Poster presentation during the CDC Public Health Preparedness Conference in February 2005.

"An Alternative to Identifying and Engaging the Underserved, Out of Care, HIV High-Risk Population," co-authored with Erum Khan Hadi, et al. Abstract presented at the 2005 Annual Chronic Disease Prevention and Control Conference. Also published as in CDC Prevention Chronic Disease, Public Health Research, Practice and Policy, Volume 2: No. 2, April 2005.

"West Nile Virus Animal Surveillance Activities in Dutchess County," co-authored with Lin-Li Chang and Erum Khan Hadi. American Public Health Association Annual Meeting & Exposition December 2005.

"Childhood obesity in Dutchess County" co-authored with Rana Ali and Jennifer E. Lutomski. Abstract selected for Poster presentation during the 2006 Annual American Public Health Association Meeting.

"Community Health Assessment Strategies that Influence Public Policy and Systems Changes," co-authored with Priti Irani et al. Abstract for the American Public Health Association Annual Meeting, November 2007.

A Case Study: Is Privatization the Right Change for Senior Housing Facilities? Co-author with Rana Ail. Abstract at State Society on Aging of New York annual conference. October 2010.

Accreditation Prerequisites: How to conduct processes that yield a CHA, CHIP, and Strategic Plan Webinar: November 15, 2012. <http://www.naccho.org/topics/infrastructure/accreditation/upload/11-15.pdf>

### ACTIVITIES

Volunteer in Sunday school at the Patronage of Sainte Rose de Lima, leading young girls to their first communion. (1978-1982)

Participated in various College Campus Ministry Programs while at Trinity. Responsible for slide presentations of Haiti to collect funds for the poor. (1982-1985)

Ecole Saint Vincent de Paul, CMSCS, Cite Soleil, Haiti. 1985-87. Teaching English on a voluntary basis to high school juniors.

Board member, Dutchess County Association for Senior Citizens, a non-profit organization providing social and educational programs for persons over the age of sixty. (1993 to 1995)

Board member, Family Services Inc., a non-profit organization with the mission to help individuals and families cope with social, economic and health issues. (1996 to 2002)

Board member, Child Abuse Prevention Center, a non-profit organization providing prevention and intervention activities targeting the problem of child abuse and maltreatment. (1992 to 1995; 1997 to 2005)

Board member, Association for Hispanics to Obtain Resources and Assistance (AHORA), a grass root not for profit organization with the mission to address the needs of Hispanics in Dutchess County. (2001 to 2005)

Board member, Poughkeepsie Institute, collaboration on urban and cultural issues among the various colleges and the City of Poughkeepsie. (1995 to 2012)

Board member, Community Advisory Board of the SUNY Albany Prevention Research Center of the SUNY Albany School of Public Health. The mission of the Community Advisory Board (CAB) is to represent and promote the perspectives of the community in the planning, implementation, evaluation and dissemination of the activities of the University at Albany Prevention Research Center (PRC). (2003 to 2012)

Board member, Dutchess County Office for the Aging Advisory Committee, an advisory council who provide information, guidance, advice and support to the Dutchess County Office for Aging to develop and administer services to older persons, to help advance new policies, review program and service effectiveness, assist with public hearings and serve as intermediary between senior community and the County. (2004 to present)

Member of the National Public Health Information Coalition (NPHIC) Credentialing Committee charged with developing and implementing a program for accreditation/certification of public health communicators.

## AWARDS

1994 Marist College President Award.

1995 YWCA Salute to Women Award.

2008 Athena Honoree – Dutchess County Regional Chamber of Commerce.

## REFERENCES

Available upon request.

# *Budget, Finance, and Personnel Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	
Absent: <u>1</u>	Motion: <u>    </u>	Yes	<u>0</u>
Vacant: <u>0</u>		Abstentions: <u>0</u>	

**2015258 CONFIRMATION OF APPOINTMENT OF SABRINA JAAR MARZOUKA, JD, MPH, AS COMMISSIONER OF THE DEPARTMENT OF COMMUNITY & FAMILY SERVICES FOR THE COUNTY OF DUTCHESS EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2020**

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 22  
 Absent: 3  
 Vacant: 0

Resolution:   
 Motion:

Total: 22 0  
 Yes No  
 Abstentions: 0

**2015258** CONFIRMATION OF APPOINTMENT OF SABRINA JAAR MARZOUKA, JD, MPH, AS COMMISSIONER OF THE DEPARTMENT OF COMMUNITY & FAMILY SERVICES FOR THE COUNTY OF DUTCHESS EFFECTIVE JANUARY 1, 2016 THROUGH DECEMBER 31, 2020

Date: November 9, 2015

BUDGET, FINANCE, & PERSONNEL

RESOLUTION NO. 2015259

RE: CONFIRMATION OF APPOINTMENT OF HENRY M. KURBAN,  
MD, MBA, MPH, FACPM, AS THE DUTCHESS COUNTY  
COMMISSIONER OF BEHAVIORAL & COMMUNITY HEALTH FOR A  
TERM OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2021

LEGISLATORS BORCHERT, HORTON, SAGLIANO, JETER-JACKSON,  
FARLEY, and STRAWINSKI offer the following and move its adoption:

WHEREAS, Kari Reiber, MD has advised the County Executive that she will  
retire from county service on December 28, 2015, thus creating a vacancy in the office of  
Commissioner of Health, and

WHEREAS, the County Executive has appointed Henry M. Kurban, MD, MBA,  
MPH, FACPM to be the Acting Commissioner of Health for the period of December 29, 2015  
through December 31, 2015, and

WHEREAS, the County Executive has appointed Dr. Kurban as the  
Commissioner of the Department of Behavioral & Community Health for a six (6) year term  
effective January 1, 2016 through December 31, 2021, pursuant to Article VII, Section 7.01 of  
the Dutchess County Charter and Section 351(5) of the New York State Public Health Law  
respectively contingent upon the creation of the Department of Behavioral & Community Health  
and the approval of the Commissioner of the New York State Department of Health, and

WHEREAS, the curriculum vitae of Dr. Kurban is attached hereto, and

WHEREAS, the Commissioner of Dutchess County Human Resources has  
determined that Dr. Kurban is qualified to perform the duties of the position of Commissioner of  
Behavioral & Community Health, now therefore, be it

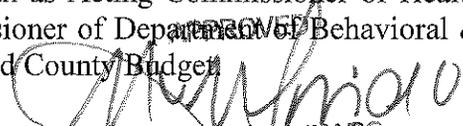
RESOLVED, that the appointment of Henry M. Kurban, MD, MBA, MPH,  
FACPM, as Commissioner of the Department of Behavioral & Community Health is hereby  
confirmed by this Legislature, contingent upon the creation of the department and the approval  
of the Commissioner of the New York State Department of Health, effective January 1, 2016  
through December 31, 2021, and it is further,

RESOLVED, that the salary for Dr. Kurban as Acting Commissioner of Health  
shall be commensurate to that of the position of Commissioner of Department of Behavioral &  
Community Health contained in the 2016 Dutchess Adopted County Budget

CA-161-15 (B) kvh/G-0153 10/23/15  
STATE OF NEW YORK

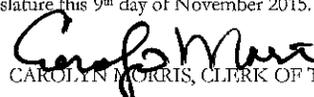
COUNTY OF DUTCHESS

ss:

  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

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 9th day of November 2015, 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 9th day of November 2015.

  
CAROLYN MORRIS, 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):  
See Attached

Related Expenses: Amount \$ \_\_\_\_\_  
Nature/Reason:

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

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

#### Additional Comments/Explanation:

The revenue and appropriations have been included in the 2016 Tentative Budget.

Prepared by: Gerald A. Brisley, II, MBA

Prepared On: 10/27/15

Henry M. Kurban MD, MBA, MPH, FACPM  
3050 Rivershore Lane  
Port Charlotte, FL 33953  
Tel: (941) 249-4924; Cell: (607) 287-5792  
e-mail: [henry.kurban@flhealth.gov](mailto:henry.kurban@flhealth.gov) or [hmkurban@yahoo.com](mailto:hmkurban@yahoo.com)

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### **OBJECTIVES & CAREER INTERESTS**

I want to pursue a career that combines my medical, managerial and population health educational background in preventive medicine. My career interests lie in the fields of health care management with a specific focus on clinical preventive medicine, population health management, corporate wellness, quality/performance improvement, strategic management and planning of health care organizations.

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### **EDUCATION**

#### **Masters of Public Health**

Johns Hopkins Bloomberg School of Public Health (Baltimore, MD) July 2007-May 2008

#### **Masters of Business Administration**

McGill University (Montreal, QC, Canada) Sep. 2002-May 2004

#### **MD with Distinction**

University of Western Ontario (London, ON, Canada) Aug. 1998-May 2002

#### **BSc with Great Distinction**

McGill University (Montreal, QC, Canada) Sep. 1994-May 1997

### **Post-Graduate Medical Training:**

#### **General Preventive Medicine Resident**

Johns Hopkins Bloomberg School of Public Health (Baltimore, MD) July 2007- July 2009

#### **Transitional Year Intern**

Columbia University/Mary Imogene Bassett Hospital (Cooperstown, NY) July 2006 - July 2007

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### **PROFESSIONAL EXPERIENCE**

**Florida Department of Health – Charlotte County Health Department (Port Charlotte, FL)**  
**Health Director** July 2012-present

- Lead the health department to provide essential public health services for a county of approx. 160,000 people with an operating budget of approx. \$5 million and a complement of 60 staff.
  - Under a newly developed strategic plan, restructured the health department to focus on core public health services and created a new division of health promotion.
-

- Realigned the health department's priorities in order to conform to national public health standards and applied for accreditation under the Public Health Accreditation Board.

**Florida Department of Health** (Port Charlotte, FL)  
**State Family Planning Medical Director** July 2012-present

- Provide consultation on technical and medical issues related to Title X – Family Planning medical services
- Review technical assistance guidelines and protocols
- Review statutes related to the medical provision of family planning services

**ProCareMed, LLC and Millenium Physician Group** (Port Charlotte, FL)  
**Consultant** Aug 2013-present

- Prepared a business plan detailing the start-up of both a clinical preventive medicine clinic and a population care management program.
- The plan outlined the provision of clinical preventive medicine services focusing on primary and secondary prevention interventions based on CMS's preventive and health and behavioral assessment codes.
- The plan detailed the provision of tertiary prevention and disease management initiatives under a care management program that would be based on a tiered risk approach.

**Virginia Dept. of Health – Eastern Shore Health District (Accomac, VA)**  
**Health Director and Chief Administrative Officer** Nov. 2011-July 2012

- Led the health department for a rural district in the Commonwealth of Virginia (pop. 50,000; \$4 million budget, 50 staff) including health status assessment, surveillance, health policy development and assurance of public health services.
- Serve as clinical director for the family planning, maternity, sexual health and immunization clinics.

**Thunder Bay District Health Unit (Thunder Bay, ON)** Mar. 2010-July 2011  
**Medical Officer of Health (Acting)**

- Led the implementation of the Ontario Public Health Standards for the District of Thunder Bay (pop. 160,000; \$18 million budget, 200 staff).
- Led the Division of Health Protection (Environmental Health, Sexual Health, HIV/AIDS, TB Control, Communicable Diseases, Vaccine Preventable Diseases); Division of Health Promotion (Injury prevention, Maternal and Child Health, Chronic Disease Prevention and Tobacco Control); Epidemiology, Program Evaluation, Library Services and Communications.
- Implemented an evidence-based priority setting process based on transparent, quantifiable criteria for budget allocation procedures for all new public health programming.
- Initiated a transformative culture shift by implementation of a quality improvement initiative including a novel focus on evidence-based public health practice.
- Formed partnerships with the regional health authority by serving as an inaugural member of the Northwest Local Health Integration Network's Leadership and Systems Integration steering committee.
- Formed academic partnerships with Lakehead University and the Northern Ontario School of Medicine leading to increased public health research projects and student participation in the health unit.

**Johns Hopkins Health Care (Baltimore, MD)** Apr. 2009-July 2009

**Preventive Medicine Practicum Intern**

July 2008-Sep. 2008

- Prepared a comprehensive business plan for the Medicaid managed care line of business, proposing a pilot program to target the Hispanic population in Maryland.
- The financial analysis demonstrated that the program would break even within a year, and generate a net positive return on investment over a five-year span.
- Led the implementation of the pilot program after performing a gap analysis with respect to managed care accreditation and culturally and linguistically appropriate services (CLAS) standards and developing cultural competency training for the organization.

**Howard County Health Department (Columbia, MD)**

Jan. 2009 – Mar. 2009

**Preventive Medicine Practicum Intern**

- Reviewed and analyzed Howard County's vital statistics for the last five years and prepared an executive summary for the County Council.
- Drafted a regulation regarding the licensing of artificial-tanning bed facilities and the protection of minors from using them.
- Prepared an evidence-based, user-friendly drug formulary for the Healthy Howard Access Plan, a comprehensive medical coverage plan for uninsured county residents.

**Kaiser Permanente Mid-Atlantic States-KPMAS (Rockville, MD)**

Oct. 2008 – Dec. 2008

**Preventive Medicine Practicum Intern**

- Using the rapid cycle improvement methodology, served as a quality improvement team leader with the aim of improving the efficiency and effectiveness of the outpatient care management of one physician's panel of diabetic patients.
- Led the implementation of a pilot program involving the use of an electronic population care management software tool.
- The results of the pilot program will be presented as part of the Institute of Health Improvement's (IHI) Triple Aim initiative. Highlights included a 60% improvement in the number of diabetic patients missing laboratory results and a 33% increase in the number of diabetics taking their lipid-lowering medication.

**Johns Hopkins University-JHU (Baltimore MD)**

Jan. 2008 – June 2008

**Teaching Assistant**

- Served as teaching assistant for the Introduction to Public Health undergraduate course at JHU and the Problem Solving in Public Health graduate course at the Johns Hopkins School of Public Health (JHSPH).
- Lectured on U.S. Health Care Access and Organization for the Introduction to Public Health undergraduate course at JHU and determinants of health in the Problem Solving in Public Health graduate course at JHSPH.

**Johns Hopkins Home Care Group- JHHCG (Baltimore, MD)**

Dec. 2007 – May 2008

**Malcolm Baldrige Quality Project Team Leader**

- Served as the team leader in a consulting assignment evaluating JHHCG's business performance.
- Evaluated JHHCG's strategy and leadership areas using the Baldrige National Health Care Criteria framework.
- Prepared a business development model for JHHCG, based on the results of the Baldrige Quality evaluation, which will be used to improve JHHCG's profile and performance when applying for the Baldrige National Quality Award.

**Fairfax County Health Department (Fairfax, VA)**

November 2007

**Evaluator/Controller**

- Evaluated the performance of an antibiotic dispensing distribution center in a mock simulation of an anthrax bioterrorist attack (Cities Readiness Initiative) with the goal of improving the health department's emergency preparedness processes.

**Research/Presentations:**

- Lectured on an *Overview of the World Hepatitis Alliance* on the First Annual World Hepatitis Day Awareness Breakfast organized by AIDS Thunder Bay, May 19th, 2010.
- Lectured on the *Ontario Public Health Standards* for the Environmental and Occupational Public Health course in the Master of Public Health Program at Lakehead University, June 2010 and June 2011.
- Lectured on the *Value of Preventive Medicine Approaches as Solutions for Health Care System Performance* for the Canadian Health care System course in the Master of Public Health Program at Lakehead University, February 2011.
- Lectured on *Prevention: A Novel Paradigm and a "Cure" for a Broken Health Care System* for the Science and Philosophy Club of the Eastern Shore, April 2012 and to the MPH program, Eastern Virginia Medical School, June 2012.

**New York Center for Agricultural Medicine and Health (Cooperstown, NY)** October 2006**Research Assistant**

- Conducted qualitative research on migrant farmworkers' exposure to occupational hazards, identifying their leading causes of occupational injuries.
- Designed culturally appropriate educational materials for migrant farmworkers.

**Dept. of Risk Management, Bassett Hospital (Cooperstown, NY)**

July 2006

**Elective participant**

- Participated in sentinel adverse events investigations.
- Helped with infection control activities.
- Participated in the annual strategic leadership conference and prepared a report on the impact of strategic planning and current leadership on Bassett's Hospital future vision.

**VOLUNTEER/ELECTIVE EXPERIENCE****Orange County Health Department (Orlando, FL)**

December 2006

**Medical Intern**

- Participated in daily activities in the STD and Tuberculosis clinic.
- Attended a statewide conference on best practices for financial managers of county health departments.
- Attended daily meetings with the senior management team.

**Middlesex-London Health Unit (London, ON)**

May 2003

**Elective participant**

- Worked with public health nurses and inspectors in a variety of community settings involving health promotion and prevention initiatives.
- Participated in collective bargaining discussions and administrative meetings.
- Prepared a medical newsletter published monthly on emerging communicable disease issues.

- Developed a detailed plan to evaluate the effectiveness and efficiency of the municipal no-smoking by-law in the city of London.

Direction de Santé Publique de Montreal (Montreal, QC)

September 2003

**Elective participant**

- Attended community medicine teaching sessions for both Université de Montreal and McGill University medical clerks.
- Helped develop a preventive medicine teaching module for McGill clerkship students.
- Attended health promotion and disease surveillance meetings with the infectious disease teams.

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**EXTRAPROFESSIONAL LEADERSHIP EXPERIENCE**

- McKinsey Discovery Weekend Participant 2008
- General Preventive Medicine representative to the Residency Advisory Committee (provides advice on current program performance). 2007-2008
- President of the Johns Hopkins Business and Consulting Club. 2008
- Founded McGill Men's and Women's Varsity tennis teams. 1995
- Coached and presided over the McGill Men's team and Women's teams. 1995-1997
- Played singles#3 and doubles#1 for the McGill tennis team. 1995-1997

**Awards:**

- Awarded one of three entrance scholarships to the McGill MBA Program.
- Dean's List University of Western Ontario Medical School (98-02)
- Dean's List McGill University (95-97).
- Principal's Student-Athlete Honor Roll McGill University (95-97).
- Member of Golden Key National Honor Society.
- Finished in the top 5% of contestants in the CHEM 13 News Research Assistantship competition obtaining an entrance scholarship to Waterloo University.

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**Professional Licensure/Certifications:**

- Fellow, American College of Preventive Medicine, (FACPM) -2013.
- Diplomate/Board Certification, American Board of Preventive Medicine (ABPM), Specialty Certification in Public Health and General Preventive Medicine, Certificate #52909, 2010.
- State of Maryland current unrestricted medical license # D68342, 2008.
- College of Physicians and Surgeons of Ontario license #92497, 2010.
- State of Florida current unrestricted medical license #ME108577, 2010.
- Commonwealth of Virginia current unrestricted medical license #0101250429, 2011.
- ACLS (Advanced Cardiac Life Support - 2006), BCLS (Basic Disaster Life Support - 2008).
- Green Belt Six Sigma Certified (2009).
- Certificate in Smoking Cessation Counseling and Chronic Diseases Risk Factor Management (Center for Addictions and Mental Health - University of Toronto 2010)

**Professional Memberships:**

- American Public Health Association - 2009-2011
- American College of Preventive Medicine – 2007-present
- American Medical Association – 2007-2011
- Ontario Medical Association – 2010-2011
- Canadian Medical Association – 2010-2011
- Canadian Public Health Association – 2010-2011
- National Association of City and County Health Officials - 2011-present

**Committee Memberships:**

- Northwest Local Health Leadership and Systems Integration Committee – 2010-2011
- Northern Ontario School of Medicine Public Health and Preventive Medicine (formerly Community Medicine) Residency Program Committee (field supervisor for residents) – 2010-2011
- Social & Population Health (Theme 3) Undergraduate Medical Curriculum Committee – 2010-2011
- Eastern Shore Healthy Communities – An ACHIEVE Coalition – 2011-2012
- Charlotte County Community Health Improvement Plan (CHIP) Steering Committee Member – 2012-2013
- Charlotte County Community Health Improvement Plan (CHIP) Chronic Diseases Prevention Subcommittee Chair – 2012-2013

**Faculty Appointments:**

- Assistant Professor, Northern Ontario School of Medicine, Clinical Sciences Division, Faculties of Medicine, Lakehead and Laurentian Universities 2010 - 2011
- External Adjunct Professor, Master of Public Health Program, Lakehead University 2010-2011
- Assistant Professor, Eastern Virginia Medical School, Department of Family and Community Medicine – 2012
- Affiliate Assistant Professor – University of South Florida, College of Public Health, Division of Environmental and Occupational Health – 2013 to present

**Languages Spoken:**

Spanish (native fluency), English and French; Romanian and Italian understood only.

# *Budget, Finance, and Personnel Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>11</u>	
Absent: <u>1</u>	Motion: <u>    </u>	Yes	<u>0</u>
Vacant: <u>0</u>		Abstentions: <u>0</u>	No

**2015259** CONFIRMATION OF APPOINTMENT OF HENRY M. KURBAN, MD, MBA, MPH, FACPM, AS THE DUTCHESS COUNTY COMMISSIONER OF BEHAVIORAL & COMMUNITY HEALTH FOR A TERM OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2021

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		✓

Present: 22

Absent: 3

Vacant: 0

Resolution:

Motion:

Total: 21      1

Yes      No

Abstentions: 0

**2015259** CONFIRMATION OF APPOINTMENT OF HENRY M. KURBAN, MD, MBA, MPH, FACPM, AS THE DUTCHESS COUNTY COMMISSIONER OF BEHAVIORAL & COMMUNITY HEALTH FOR A TERM OF JANUARY 1, 2016 THROUGH DECEMBER 31, 2021

Date: November 9, 2015

RESOLUTION NO. 2015260

RE: MORTGAGE TAX APPORTIONMENT  
PERIOD APRIL 1, 2015 THROUGH SEPTEMBER 30, 2015

Legislators BORCHERT, FLESLAND, SAGLIANO, WEISS, MacAVERY, MICCIO, NESBITT, PERKINS, FARLEY, and STRAWINSKI 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 April 1, 2015 through September 30, 2015, 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.

HS/JF/djw  
10/5/15  
CA-160-15

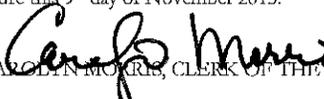
Fiscal Impact: NONE

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 11/10/2015

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 9th day of November 2015, 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 9<sup>th</sup> day of November 2015.

  
CAROLYN MORRIS, 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: Finance

Prepared On: 10/5/15

OFFICE OF  
COMMISSIONER OF FINANCE

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MORTGAGE TAX DISTRIBUTION      December 4, 2015

CITIES	AMOUNT
BEACON	\$176,596.32
POUGHKEEPSIE	167,976.94
TOWNS	
AMENIA	\$41,243.72
BEEKMAN	200,550.21
CLINTON	41,210.37
DOVER	59,142.17
EAST FISHKILL	398,340.27
FISHKILL	312,451.36
HYDE PARK	202,969.89
LAGRANGE	249,145.44
MILAN	22,468.67
NORTH EAST	29,159.81
PAWLING	116,325.61
PINE PLAINS	25,269.37
PLEASANT VLY	88,937.33
POUGHKEEPSIE	504,054.75
RED HOOK	116,294.13
RHINEBECK	116,953.39
STANFORD	57,318.67
UNIONVALE	70,378.12
WAPPINGER	256,776.49
WASHINGTON	82,640.84
VILLAGES	
FISHKILL	21,958.88
MILLBROOK	8,199.88
MILLERTON	2,517.24
PAWLING	9,767.62
RED HOOK	11,058.17
RHINEBECK	20,534.39
TIVOLI	7,015.68
WAPPINGER FALLS	21,883.75
TOTAL	<u>\$3,439,139.48</u>

  
COMMISSIONER OF FINANCE

# *Budget, Finance, and Personnel Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: <u>11</u>	Resolution: <u>✓</u>	Total: <u>10</u>	
Absent: <u>1</u>	Motion: <u>    </u>	Yes	<u>1</u>
Vacant: <u>0</u>		Abstentions: <u>0</u>	No

**2015260 MORTGAGE TAX APPORTIONMENT PERIOD APRIL 1, 2015 THROUGH SEPTEMBER 30, 2015**

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
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District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 22  
 Absent: 3  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total: 21      1  
           Yes            No  
 Abstentions: 0

2015260 MORTGAGE TAX APPORTIONMENT PERIOD APRIL 1, 2015 THROUGH SEPTEMBER 30, 2015

Date: November 9, 2015

RESOLUTION NO. 2015261

RE: APPROVAL OF APPLICATION TO CANCEL A TAX BILL  
AND TO AUTHORIZE A CHARGE-BACK BY THE  
COMMISSIONER OF FINANCE

APPLICANT: I D A (Gap Inc.)  
Dutchess County  
3 Neptune Rd.  
Poughkeepsie, NY 12601

ACCOUNT NO. 133089-6255-00-386780-0000

Legislators BORCHERT, MacAVERY, and FARLEY offers the following and moves its adoption:

WHEREAS, there is an erroneous re-levied water/sewer amount on the January 2015 County/Town tax roll for the Town of Fishkill under the name of I D A (Gap Inc.), Account No. 133089-6255-00-386780-0000, and

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

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

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

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

RESOLVED, that the application received September 18, 2015 relating to Account No. 133089-6255-00-386780-0000 for a cancellation of said tax bill plus interest and penalties be, and it hereby is approved and be it further

RESOLVED, that the Clerk of the Dutchess County Legislature be and is hereby authorized and directed to send a copy of this resolution to the applicant, the tax collector, and to the Commissioner of Finance directing said Commissioner of Finance to cancel said tax bill plus interest and penalties, 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 is hereby authorized, empowered, and directed to charge back the erroneous taxes after settlement with the collector at the end of the warrant as follows:

A430 Town of Fishkill

\$40,687.50 + interest and Penalties

CA-158-15  
MB/kvh G-194  
Fiscal Impact: None.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 11/10/2015

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 9th day of November 2015, 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 9th day of November 2015.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

**Dutchess County Real Property Tax Service Agency**

**COE Investigating Report**

Li Description (grid #) 133089-6255-00-386780-0000

Owner's Name I D A (Gap Inc.) Dutchess County

Mailing Address 3 Neptune Rd. Poughkeepsie NY 12601

Property Location 110 Merritt Blvd.

School District Wappingers Central School Dist. Special District \_\_\_\_\_

Total Assessed Value now on roll 110,000,000 Corrected to Same

Taxable Assessed Value now on roll 110,000,000 Corrected to 0

Exempt codes and amounts if applicable  
Muni Indus 110,000,000 PILOT Program

Amount Levied \$40,687.50 Should be \$0

Tax Bill Paid? \_\_\_ yes X no Verified with assessor? X yes \_\_\_ no

Error Claimed is defined in Real Property Tax Law, Section 550:

- X 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, non-homestead or portions misallocated \_\_\_
- Other: X Water/Sewer Charges were erroneously re-levied

Recommendation X APPROVE APPLICATION \_\_\_\_\_ DENY APPLICATION

Details: It is recommended that the application to cancel the 2014/15 Cnty/Town tax bill be approved.

Investigator Margaret Burns Director Eric Cohen Date 9/18/2015



NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE  
OFFICE OF REAL PROPERTY TAX SERVICES

APPLICATION FOR CORRECTED TAX ROLL  
FOR THE YEAR 20 14

Part I: To be completed in duplicate by Applicant APPLICANT MUST SUBMIT BOTH COPIES TO COUNTY DIRECTOR OF REAL PROPERTY TAX SERVICES. (In Nassau and Tompkins Counties, submit to Chief Assessing Officer) NOTE: To be used only prior to expiration of warrant for collection For wholly exempt parcel, attach statement signed by assessor or majority of board of assessors substantiating that assessor(s) have obtained proof that parcel should have been granted tax exempt status on tax roll.

2015 SEP 18 AM 11:17  
RECEIVED  
REAL PROPERTY TAX SERVICES

Gap Inc. - IDA Day 505 462-0152 Evening ( )  
1a. Name of Owner 2 Telephone Number  
4400 Masthead Street, Suite 300  
Albuquerque, NM 87109 133089-6255-00-386780-0000  
1b. Mailing Address 3 Parcel Location (if different than 1b.)

Gap Inc. Distribution Center  
4. Description of real property as shown on tax roll or tax bill (Include tax map designation)  
5. Account No. Bill Number - 007726 6 Amount of taxes currently billed 43,944.51

7 I hereby request a correction of tax levied by the Town of Fishkill in Dutchess County  
(county/city/school district; town in Westchester County; non-assessing unit village)  
for the following reasons (use additional sheets if necessary). Gap Inc. does not pay taxes directly as there is a Pilot Agreement in place with the Dutchess County Industrial Development Agency

09/10/2015 Date Signature of Applicant *Sean Wade*

PART II: For use by COUNTY DIRECTOR: Attach written report (including documentation of error in essential fact) and recommendation Indicate type of error and paragraph of subdivision 2, 3 or 7 of Section 550 under which error falls

Date application received: 9/18/15 Period of warrant for collection of taxes: 12/19/14  
Last day for collection of taxes without interest: 2/28/15

Recommendation:  Approve application\*  Deny Application  
9/18/2015 Date Signature of County Director *Eric Cypher*

\* If box is checked, this copy is for assessor and board of assessment review of city/town/village of \_\_\_\_\_ which are to consider attached report and recommendation as equivalent to petition filed pursuant to section 553

PART III: For use by TAX LEVYING BODY or OFFICIAL DESIGNATED BY RESOLUTION \_\_\_\_\_ :  
(Insert Number or Date)

APPLICATION APPROVED Amount of taxes currently billed, \$ 43,944 51

Notice of approval mailed to applicant on (enter date) \_\_\_\_\_ Corrected tax: \$ \_\_\_\_\_  
Order transmitted to collecting officer on (enter date) \_\_\_\_\_

APPLICATION DENIED Reason: \_\_\_\_\_

Seal of Office Date Signature of Chief Executive Officer or Official Designated by Resolution

**Part IV. For use by COLLECTING OFFICER:**

Payment may be made without interest and penalties ONLY if (1) the application has been filed with the County Director during the period when taxes may be paid without interest (see "Date application received" in Part II of this form) AND (2) the corrected tax is paid within eight days of the date on which the notice of approval is mailed to the applicant (see Part III of this form). If either of these conditions is not satisfied, interest and/or penalties must be paid on the corrected tax.

---

Order from tax levying body received:

\_\_\_\_\_ Date

Corrected tax due: \$ \_\_\_\_\_

Interest and penalties (if applicable): \$ \_\_\_\_\_

Total corrected tax due: \$ \_\_\_\_\_

Tax roll corrected:

\_\_\_\_\_ Date

Tax bill corrected:

\_\_\_\_\_ Date

Application and Order annexed to tax roll:

\_\_\_\_\_ Date

Payment of corrected tax received:

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of Collecting Officer



**TOWN OF FISHKILL**  
807 Route 52  
Fishkill, New York 12524-3110  
Website : [www.fishkill-ny.gov](http://www.fishkill-ny.gov)

(845) 831-7800x3339  
Fax: (845) 831-7827

E-Mail: [tof@fishkill-ny.gov](mailto:tof@fishkill-ny.gov)

Dutchess County Commissioner of Finance  
22 Market Street  
Poughkeepsie, NY 12601

RE: Grid 133089-6255-00386780-0000

RECEIVED  
DUTCHESS COUNTY  
COMMISSIONER OF FINANCE  
2015 SEP 18 AM 10:53

Dear Sir,

This is in reference to IDA/Gap Inc., located at 110 Merritt Blvd., Fishkill, NY. In or about November 2014, the Town of Fishkill erroneously included an outstanding water charge on the Town's re-levy file that was sent to the County. At the time, both myself and the office's senior accountant were relatively new to the Town's staff and were unaware of certain disputed water charges between the Town and the Gap. The Gap has a PILOT agreement and the charges should not have been included in the re-levy. Moreover, since that time, the Town has been made whole by Gap, Inc. who paid their outstanding water charges on or about August 10, 2015.

The Town will remit reimbursement to the County for the re-levied water charges. Respectfully, however, the Town requests a waiver of the interest and penalty charges applied to the outstanding balance.

On behalf of the Town of Fishkill, I thank you in advance for consideration of this request. If any additional information is needed in order to review this request, I can be reached at (845) 831-7800 ext. 3339 or by email at [cemberger@fishkill-ny.gov](mailto:cemberger@fishkill-ny.gov).

Sincerely,

Charles Emberger  
Comptroller  
Town of Fishkill

RECEIVED  
2015 SEP 18 AM 11:18  
REAL PROPERTY  
TAX SERVICES

STATE OF NEW YORK  
 COUNTY - Dutchess  
 TOWN - Fishkill  
 SWIS - 133089

2 0 1 4 T O W N T A X R O L L  
 WHOLLY EXEMPT SECTION OF THE ROLL - 8  
 OWNERS NAME SEQUENCE  
 UNIFORM PERCENT OF VALUE IS 100.00

PAGE 2139  
 VALUATION DATE-JUL 01, 2013  
 TAXABLE STATUS DATE-MAR 01, 2014

TAX MAP PARCEL NUMBER	CURRENT OWNERS NAME	CURRENT OWNERS ADDRESS	PROPERTY LOCATION & CLASS	ASSESSMENT	EXEMPTION CODE	TAXABLE VALUE	COUNTY	TOWN	TAX AMOUNT
6155-10-356632-0000	House of Faith Ministry Inc	PO Box 1326	Wappingers Falls, NY 12590	210 1 Family Res	NP Mental 25230	304,600	ACCT 06356632	304,600	71.92
				Wappingers CSD 135601	County Tax	0.00			0.00
				FRNT 100.00 DPTH 150.00	Town Outside Tax	0.00			0.00
				ACRES 0.34	999FB Forge Brook Sewer	10.00	UN C		14.83
				EAST-0613560 NPTH-0556320	GI048 Glenham Light	0	TO		
				DEED BOOK 22008 PG-1385	304,600 EX	0	TO		
				FULL MARKET VALUE	ID08W Blodgett Lib Dist	0	TO		
					304,600 EX	0	TO		
					RF007 Rombout Fire	0	TO		
					304,600 EX	0	TO		
					ZWS01 Unpaid Water/Sewer	57.09	MT		57.09
					TOTAL TAX ---				71.92**
									DATE #1 02/28/15
									AMT DUE 71.92
6255-00-386780-0000	110 Merritt Blvd	449 Other Storage	Wappingers CSD 135601	NON-HOMESTEAD PARCEL	MONI INDUS 18020	110000,000	110000,000	110000,000	7726
				Wappingers County	County Tax	0.00			0.00
				ACRES 120.58	Town Outside Tax	0.00			0.00
				EAST-0623860 NPTH-0557800	999RL Rombout Ladder Zone	0	TO M		
				DEED BOOK 21999 PG-11646	110000,000 EX	0	TO		
				FULL MARKET VALUE	ID08W Blodgett Lib Dist	0	TO		
					110000,000 EX	0	TO		
					RF007 Rombout Fire	0	TO		
					110000,000 EX	0	TO		
					ZWS01 Unpaid Water/Sewer	40,687.50	MT		40,687.50
					TOTAL TAX ---				40,687.50**
									DATE #1 02/28/15
									AMT DUE 40,687.50
6155-03-140293-0000	Peticoat Im	843 Non-cell. rr	Beacon City SD 130200	NON-HOMESTEAD PARCEL	MUNCP L R/R 19950	2600,000	ACCT 06140293	2600,000	0.00
				Metro North Comm Railroad Co	County Tax	0.00			0.00
				347 Madison Ave	Town Outside Tax	0.00			0.00
				New York, NY 10017	GF008 Glenham Fire	0	TO		
					2600,000 EX	0	TO		
					DEED BOOK 22009 PG-1705	2600,000	GL048 Glenham Light	2600,000	0
					FULL MARKET VALUE	2600,000	EX	2600,000	0.00**
					TOTAL TAX ---				0.00**

*cleared*  
*110 Merritt Blvd*  
*Wappingers CSD*

2015 TOWN

For Fiscal Year JAN 1, 2015 - DEC 31, 2015 - Warrant Date 12/19/2014

MAKE CHECKS PAYABLE TO: TO PAY IN PERSON  
 DARLENE BELLIS, TAX RECEIVER Town of Fishkill  
 807 Route 52, Fishkill, NY  
 Fishkill, New York 12524 M-F 8:00 AM - 3:00 PM

PROPERTY ADDRESS & LEGAL DESCRIPTION  
 Address: 110 Merritt Blvd  
 Village: Roll Sect. 8  
 Bank Code:  
 Property Class Name: 449 - Other Stor, Wrhse/Di  
 Parcel Dimensions: Acreage = 120.58  
 School: 133089 - Wappingers Central  
 Est State Aid: COUNTY: 71,756,395  
 TOWN: 60,000

133089 / 6.255--386.780

PROPERTY TAXPAYER'S BILL OF RIGHTS

ID A  
 Dutchess County  
 3 Neptune Rd  
 Poughkeepsie NY 12601-554

Assessor estimates the FULL MARKET VALUE of property as of 03/01/2014: \$110,000,000  
 The ASSESSED VALUE of this property as of 03/01/2014 was: \$110,000,000  
 The UNIFORM PERCENT OF VALUE used to establish assessment was: 100.00%  
 If you feel your assessment is too high, you have the right to seek a reduction in the future.  
 A publication entitled "Contesting your assessment" is available at the assessor's office and online  
 at www.tax.ny.gov. Please note that the period for filing complaints on the  
 above assessment has passed.

Exemption	Value	TaxPurpose	Full Value Estimate	Exemption	Value	TaxPurpose	Full Value Estimate
MUNI INDI	\$0,000,000	Cty\Twn\Schl	0				

IF YOU HAVE AN ESCROW ACCOUNT PLEASE FORWARD THIS BILL TO YOUR BANK

PROPERTY TAXES

taxing Purpose	Total Tax Levy	% Change From Prior Year	Taxable Value	Tax Rate Per \$1000	Tax Amount
County Tax	\$107,577,694	0.00	\$0	3.681039	\$0.00
Town Outside Tax	\$6,834,995	3.00	\$0	4.036910	\$0.00
Unpaid Water/Sewer	\$0	0.00	\$40,688	1.000000	\$40,687.50

PAYMENT SCHEDULE	Penalty/Int	Amount	Total Due	TOTAL TAXES DUE	\$40,687.50
Pay By 2/28/2015	\$0.00	\$40,687.50	\$40,687.50		
3/31/2015	\$813.75	\$40,687.50	\$41,501.25		
4/30/2015	\$1,220.63	\$40,687.50	\$41,908.13		
5/31/2015	\$1,629.50	\$40,687.50	\$42,317.00		

TAXES PAID BY \_\_\_\_\_

2015 TOWN  
 RECEIVER'S STUB

Bank Code:  
 1330896.255--386.780

Bill No. 007726

Payment STUB

ID A  
 Dutchess County  
 3 Neptune Rd  
 Poughkeepsie NY 12601-5545

Village of:  
 Property Address: 110 Merritt Blvd

TAXES PAID BY Payment Due 2/28/2015 \$40,687.50

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT, PLACE  
 A CHECK MARK IN THIS BOX [ ] AND RETURN THE ENTIRE BILL WITH PAYMENT.

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present:	<u>11</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>11</u>	<u>0</u>
Absent:	<u>1</u>	Motion:	<input type="checkbox"/>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2015261 APPROVAL OF APPLICATION TO CANCEL A TAX BILL AND TO AUTHORIZE A CHARGE-BACK BY THE COMMISSIONER OF FINANCE

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 22  
 Absent: 3  
 Vacant: 0

Resolution:   
 Motion:

Total: 22 0  
 Yes No  
 Abstentions: 0

**2015261 APPROVAL OF APPLICATION TO CANCEL A TAX BILL AND TO AUTHORIZE A CHARGE-BACK BY THE COMMISSIONER OF FINANCE**

Date: November 9, 2015

RESOLUTION NO. 2015262

RE: DESIGNATION OF DUTCHESS TOURISM, INC. AS THE TOURIST PROMOTION AGENCY FOR THE COUNTY OF DUTCHESS

Legislators BORCHERT, SAGLIANO, HORTON, WEISS, PERKINS, and STRAWINSKI offer the following and move its adoption:

WHEREAS, Dutchess County is developing plans for tourism, marketing and promotion and desires to promote the historical, cultural and environmental resources of Dutchess County to promote tourism, and

WHEREAS, Article 5-A of the Economic Development Law, known as the New York State Tourist Promotion Act, authorizes the State Commissioner of Economic Development to match funds expended by recognized tourist promotion agencies, based upon guidelines determined by the Commissioner, and

WHEREAS, pursuant to Article 5-A of the Economic Development Law, to qualify for this fund matching program, the Dutchess County Legislature must first designate a tourist promotion agency as the agency authorized to make application for and receive Tourism Matching Funds in Dutchess County, and

WHEREAS, Article 5-A defines a tourist promotion agency as any not-for-profit corporation, or other nonprofit organization, association or agency, designated by resolution of a county legislature, and

WHEREAS, Dutchess County Tourism, Inc. is qualified to apply for Tourism Matching Funds, now, therefore, be it

RESOLVED, that Dutchess County Tourism, Inc. is hereby designated the Tourist Promotion Agency for Dutchess County for the State fiscal year January 1, 2016 through December 31, 2016 and is authorized to apply for State matching funds.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE

Date 11/10/2015

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 9th day of November 2015, 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 9th day of November 2015.

  
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

# Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rollison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
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District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 11      0  
           Yes        No  
 Abstentions: 0

2015262 DESIGNATION OF DUTCHESS TOURISM, INC. AS THE TOURIST PROMOTION AGENCY FOR THE COUNTY OF DUTCHESS

Date: November 5, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
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District 1 - Town of Poughkeepsie	Nesbitt		
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District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		
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District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
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District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 22  
 Absent: 3  
 Vacant: 0

Resolution:   
 Motion:

Total: 22      0  
                   Yes            No  
 Abstentions: 0

**2015262 DESIGNATION OF DUTCHESS TOURISM, INC. AS THE TOURIST PROMOTION AGENCY FOR THE COUNTY OF DUTCHESS**

Date: November 9, 2015

RESOLUTION NO. 2015263

RE: AUTHORIZING THE COUNTY LEGISLATURE OF DUTCHESS COUNTY, NEW YORK TO APPROVE AMENDMENTS TO THE CERTIFICATE OF INCORPORATION OF THE DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION TO EXPAND ITS ECONOMIC DEVELOPMENT ACTIVITIES TO CONTIGUOUS COUNTIES

Legislators FLESLAND BORCHERT, and FARLEY offer the following and move its adoption:

WHEREAS, the Dutchess County Local Development Corporation (the "Corporation") was formed on April 30, 2010 under Section 1411 of the New York Not-for-Profit Corporation Law (the "N-PCL") pursuant to the approval of the County Legislature of Dutchess County, New York (the "County"); and

WHEREAS, the specific purposes of the Corporation pursuant to its Certificate of Incorporation are as follows:

"The Corporation is formed and shall be operated exclusively for the charitable and public purposes of benefiting and furthering the activities of the County, more specifically, the Corporation shall act as a local development corporation for the County by conducting activities that will relieve and reduce unemployment; promote and provide for additional and maximum employment; better and maintain job opportunities; instruct or train individuals to improve or develop their capabilities for such jobs; carry on scientific research for the purpose of aiding the County by attracting new industry to the County; or by encouraging the development of, or retention of, an industry in the County; and lessening the burdens of government and acting in the public interest."; and

WHEREAS, the Corporation has received a request from a significant Dutchess County not-for-profit corporation with facilities in both Dutchess and Putnam Counties for assistance with the issuance of tax exempt bonds on its behalf, and

WHEREAS, the Corporation has expressed its willingness to consider the above request, and

WHEREAS, since there is no local development corporation in Putnam County, the Dutchess County LDC would be authorized to facilitate the request with the proper amendment to its Certificate of Incorporation, and

WHEREAS, the Dutchess County Executive and Putnam County Executive wish to work together to share services to the benefit of the community by reducing government and administrative costs, and

WHEREAS, in order to effectuate the foregoing and pursuant to Section 4.11 of the N-PCL the Corporation shall amend its Certificate of Incorporation to include among its purposes the authority to finance facilities for not-for-profit entities in the Contiguous Counties solely upon the request of any such Contiguous County; and

WHEREAS, pursuant to a Certificate of Amendment of the Certificate of Incorporation of the Corporation, its purposes shall be amended to read in its entirety as follows:

“The Corporation is formed and shall be operated exclusively for the charitable and public purposes of benefiting and furthering the activities of the County and contiguous counties which do not have an established local development corporation, solely upon the request of such contiguous county, more specifically, the Corporation shall act as a local development corporation in the territory in which its operations are principally to be conducted, by conducting activities that will relieve and reduce unemployment; promote and provide for additional and maximum employment; better and maintain job opportunities; instruct or train individuals to improve or develop their capabilities for such jobs; carry on scientific research for the purpose of aiding the territory in which its operations are principally to be conducted by attracting new industry to the territory in which its operations are principally to be conducted; or by encouraging the development of, or retention of, an industry in the territory in which its operations are principally to be conducted; and lessening the burdens of government and acting in the public interest.”

; and

WHEREAS, the County has determined that it is in the best interests of the Corporation to amend its Certificate of Incorporation to reflect the foregoing, now, therefore, be it

RESOLVED, that the County approves the expansion of the Corporation’s territory of operations to include the Contiguous Counties; and be it further

RESOLVED, that the County hereby approves the amendment of the Corporation’s Certificate of Incorporation pursuant to a Certificate of Amendment in substantially the form attached hereto; and be it further

RESOLVED, that the Board of Directors of the Corporation are hereby empowered, authorized and directed to take all actions as may be required in furtherance of these Resolutions; and be it further

CA-175-15 11/9/15 G-0124 Fiscal Impact: None, see attached.

APPROVED  
  
MARCUS J. MOLINARO  
COUNTY EXECUTIVE  
Date 11/10/2015

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 9th day of November 2015, 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 9th day of November 2015.

  
CAROLYN MORINI, 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:

This resolution pertains to the Dutchess County Local Development Corporation, which is an independent Public Authority. This resolution has no fiscal impact on Dutchess County.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 11/9/15

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

Under Section 803 of the Not-For-Profit Corporation Law

The undersigned, being the Secretary of the Dutchess County Local Development Corporation (the "Corporation"), in order to amend the Corporation's Certificate of Incorporation, certifies that:

FIRST: The name of the Corporation is Dutchess County Local Development Corporation.

SECOND: The Certificate of Incorporation of the Corporation was filed with the Department of State of the State of New York on April 30, 2010 under the New York Not-for-Profit Corporation Law.

THIRD: The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the N-PCL. The Corporation is a charitable corporation under Section 201 of the N-PCL, and shall continue to be a charitable corporation under Section 201 after the amendment of its Certificate affected herein.

FOURTH: The Certificate of Incorporation is hereby amended to affect the following:

(A) The first paragraph of Section 3 of the Certificate of Incorporation relating to the purposes of the Corporation are hereby amended to read in its entirety as follows and the remaining paragraph of Section 3 shall not be amended:

"3. The Corporation is formed and shall be operated exclusively for the charitable and public purposes of benefiting and furthering the activities of the County and contiguous counties which do not have an established local development corporation, solely upon the request of such contiguous county, more specifically, the Corporation shall act as a local development corporation in the territory in which its operations are principally to be conducted, by conducting activities that will relieve and reduce unemployment; promote and provide for additional and maximum employment; better and maintain job opportunities; instruct or train individuals to improve or develop their capabilities for such jobs; carry on scientific research for the purpose of aiding the territory in which its operations are principally to be conducted by attracting new industry to the territory in which its operations are principally to be conducted; or by encouraging the development of, or retention of, an industry in the territory in which its operations are principally to be conducted; and lessening the burdens of government and acting in the public interest. The Corporation's corporate powers shall include, but are not limited to, the power to finance facilities for not-for-profit corporations, acquire, improve, maintain, equip and furnish projects, to lease such projects and

collect rent; to sell and convey any and all of its property whenever the Board of Directors shall find such action to be in furtherance of the purposes for which it was organized; and to issue bonds for the purpose of carrying out any of its powers; all bonds are payable solely out of revenues and receipts derived from the leasing or sale by the Corporation of its projects, or from loans made by the Corporation. The County is not liable for the payment of principal or interest on any of the bonds of the Corporation”

FIFTH: This amendment of the Certificate of Incorporation was duly authorized by two-thirds vote of the Corporation’s member.

SIXTH: The Secretary of State of the State of New York is hereby designated as the agent of the Corporation upon whom process in any action or proceeding against the Corporation may be served. The post office address to which the Secretary of State shall mail a copy of any such process so served is:

Dutchess County Local Development Corporation  
3 Neptune Road  
Poughkeepsie, New York 12601

IN WITNESS WHEREOF, I have made and subscribed this certificate and hereby affirm under the penalties of perjury that its contents are true this \_\_\_ day of November 2015.

---

Name: Phyllis DiStassi-Keenan  
Title: Secretary

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION**  
Under Section 803 of the New York Not-for-Profit Corporation Law

Filed by:  
Nixon Peabody LLP  
1300 Clinton Square  
Rochester, New York 14604

**DRAWDOWN  
ALLSTATE 91**

**CERTIFICATE OF INCORPORATION  
OF  
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION**

**UNDER SECTION 402 OF THE NOT-FOR-PROFIT CORPORATION LAW**

The undersigned, for the purpose of forming a local development corporation, hereby certifies that:

1. The name of the Corporation is Dutchess County Local Development Corporation.

2. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law ("N-PCL") and is a local development corporation pursuant to Section 201 of the N-PCL. The Corporation is a Type C Corporation under Section 201 of the Not-for-Profit Corporation Law.

3. The Corporation is formed and shall be operated exclusively for the charitable and public purposes of benefiting and furthering the activities of Dutchess County, New York (the "County"). More specifically, the Corporation shall act as a local development corporation for the County by conducting activities that will relieve and reduce unemployment; promote and provide for additional and maximum employment; better and maintain job opportunities; instruct or train individuals to improve or develop their capabilities for such jobs; carry on scientific research for the purpose of aiding the County by attracting new industry to the County; or by encouraging the development of, or retention of, an industry in the County; and lessening the burdens of government and acting in the public interest. The Corporation's corporate powers shall include, but are not limited to, the power to finance facilities for not-for-profit corporations, acquire, improve, maintain, equip and furnish projects, to lease such projects and collect rent; to sell and convey any and all of its property whenever the Board of Directors shall find such action to be in furtherance of the purposes for which it was organized; and to issue bonds for the purpose of carrying out any of its powers; all bonds are payable solely out of revenues and receipts derived from the leasing or sale by the Corporation of its projects, or from loans made by the Corporation. The County is not liable for the payment of principal or interest on any of the bonds of the Corporation.

In furtherance of the foregoing purposes, the Corporation shall have all the powers conferred by Section 1411(c) of the N-PCL.

The lawful public or quasi-public objectives which each business purpose will achieve are the following: the training of community residents in the development of their business skills; the reduction of unemployment; the promotion of maximum employment by bettering and maintaining job opportunities; the stimulation of the economic growth of the County.

Nothing herein shall authorize the Corporation, directly or indirectly, to engage in or include among its purposes, any of the activities mentioned in Section 404(a)-(v) of the Not-For-Profit Corporation Law.

Nothing herein shall authorize the Corporation to operate or maintain an institution of higher learning or to grant degrees. Nothing herein shall authorize the Corporation to engage in the practice of the profession of medicine or any other profession required to be licensed by Title VIII of the Education Law. Nothing herein shall authorize the Corporation to provide professional training in the profession of medicine or any other profession required to be licensed by Title VIII of the Education Law.

4. (a) All income and earnings of such corporation shall be used exclusively for its corporate purposes or accrue and be paid to the New York Job Development Authority. No part of the net earnings of the Corporation shall inure to the benefit of any director, or officer of the Corporation or any private individual, except that reasonable compensation may be paid, other than to a director, for services rendered to or for the Corporation. No director or officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

(b) No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, except as otherwise provided by Section 501(h) of the Internal Revenue Code of 1986, as amended. The Corporation shall not participate or intervene (including the publication or distribution of statements) in any political campaign on behalf of, or in opposition to, any candidate for public office.

(c) If the Corporation accepts a mortgage loan or loans from the New York Job Development Authority, it shall be dissolved in accordance with the provisions provided below upon the repayment or other discharge in full by the Corporation of all such loans.

(d) Notwithstanding any other provision of this Certificate, the Corporation is organized exclusively for charitable and public purposes and is intended to qualify as an entity the income of which is excludable under Code Section 115.

(e) In the event of the liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary or by operation of law, all of the remaining assets and property of the Corporation shall after necessary expenses thereof be distributed to the County for furtherance of the purposes set forth above.

5. The office of the Corporation in the State of New York shall be located in Dutchess County.

6. The name and address of the initial directors of the Corporation are

<u>NAME</u>	<u>ADDRESS</u>
Michael J. Tomkovitch	Dutchess County Local Development Corporation 3 Neptune Road Poughkeepsie, New York 12601
Charles Daniels, III	Dutchess County Local Development Corporation 3 Neptune Road Poughkeepsie, New York 12601
Angela Flesland	Dutchess County Local Development Corporation 3 Neptune Road Poughkeepsie, New York 12601
George R. Stoffers	Dutchess County Local Development Corporation 3 Neptune Road Poughkeepsie, New York 12601
David R. Teter	Dutchess County Local Development Corporation 3 Neptune Road Poughkeepsie, New York 12601
Phyllis DiStasi Keenan	Dutchess County Local Development Corporation 3 Neptune Road Poughkeepsie, New York 12601
Henry Killian	Dutchess County Local Development Corporation 3 Neptune Road Poughkeepsie, New York 12601

7. The Secretary of State of the State of New York is hereby designated as the agent of the Corporation upon whom process in any action or proceeding against the Corporation may be served. The post office address to which the Secretary of State shall mail a copy of any such process so served is:

Dutchess County Local Development Corporation  
3 Neptune Road  
Poughkeepsie, New York 12601

**IN WITNESS WHEREOF**, the undersigned incorporator, being at least eighteen years of age, has signed this certificate this 30th day of April, 2010, and hereby affirms the truth of the statements contained herein under penalty of perjury.



---

Steven Weiss, Incorporator  
Allstate Corporate Services Corp.  
One Commerce Plaza,  
99 Washington Avenue, Suite 1008  
Albany, New York 12260

**DRAWDOWN  
ALLSTATE SE**

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**CERTIFICATE OF INCORPORATION**

**OF**

**DUTCHESS COUNTY LOCAL DEVELOPMENT  
CORPORATION**

Under Section 402 of the Not-for-Profit Corporation Law

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Filed by:

Allstate Corporate Services  
One Commerce Plaza,  
99 Washington Avenue, Suite 1008  
Albany, New York 12260

CUSTOMER REFERENCE # 2142987



NIXON PEABODY LLP  
ATTORNEYS AT LAW

NIXONPEABODY.COM  
@NIXONPEABODYLLP

## MEMORANDUM

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**TO:** Members of the Dutchess County  
Legislature  
Hon. Marcus J. Molinaro, Dutchess  
County Executive

**FROM:** Nixon Peabody

**RE:** Amendment of the Certificate of  
Incorporation of the Dutchess  
County Local Development  
Corporation

**DATE:** November 9, 2015

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At the request of the Dutchess County Local Development Corporation (the "Corporation"), there has been presented to Dutchess County (the "County"), as the sole member of the Corporation, a resolution to approve the amendment of the Certificate of Incorporation of the Corporation to expand the Corporation's territory of responsibility from the County to any county contiguous to the County that has not created its own local development corporation.

The Corporation was created under Section 1411 of the New York Not-for-Profit Corporation Law ("NPCL") in April 2010, by the County by resolution of its County Legislature and approved by its County Executive, to promote economic development and employment opportunities in the County and to issue tax exempt bonds on behalf of not-for-profit entities in the County. The Corporation has since its creation issued tax-exempt bonds on behalf of a number of not-for-profit entities in the County including Health Quest Systems, Inc. and its member hospitals located in the County, Vassar Brothers Medical Center ("VBMC") and Northern Dutchess Hospital ("NDH"), as well as Vassar College, Marist College and Trinity Pawling School.

Health Quest Systems, Inc. has now requested that the Corporation issue tax-exempt bonds on behalf of itself and its member hospitals VBMC, NDH and Putnam Hospital located in Putnam County. Putnam County has not created its own Local Development Corporation and Putnam County has indicated that they would prefer that the Corporation issue the tax-exempt bonds on behalf of Health Quest and Putnam Hospital and any other not-for-profit entities in Putnam County.

In order for the Corporation to issue tax-exempt bonds for not-for-profit entities such as Putnam Hospital located outside of the County it is necessary for the Corporation to amend its Certificate of Incorporation to expand its purposes. The resolution that is before you for consideration approves the amendment of the Corporation's Certificate of Incorporation to

Members of the Dutchess County Legislature  
Hon. Marcus J. Molinaro, Dutchess County Executive

expand the territory of responsibility of the Corporation to contiguous counties such as Putnam County. If the County approves the amendment of the Corporation's Certificate of Incorporation, then the Board of Directors of the Corporation will be able to also approve the amendment to the Corporation's Certificate of Incorporation to increase the Corporation's territory of responsibility.

The Corporation will not issue bonds on behalf of any not-for-profit in a contiguous county, unless such contiguous county has not created its own local development corporation and such contiguous county has requested that the Corporation issue bonds on behalf of not-for-profit entities in its county.

As Bond Counsel for the Corporation, we wish to inform you that the amendment of the Corporation's Certificate of Incorporation to expand the Corporation's territory of responsibility to contiguous counties is authorized and permitted under Section 1411 of the NPCL. Furthermore any bonds issued by the Corporation on behalf of not-for-profit entities that comply with all of the requirements of the Internal Revenue Code would be treated as tax-exempt bonds.

# *Budget, Finance, and Personnel Committee Roll Call*

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 8 - City and Town of Poughkeepsie	Rollison*		
District 6 - Town of Poughkeepsie	Flesland*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 10 - City of Poughkeepsie	Jeter-Jackson*		
District 16 - Town of Fishkill and City of Beacon	MacAvery*	<i>absent</i>	
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano(VC)		
District 3 - Town of LaGrange	Borchert (C)		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 22 - Towns of Beekman and Union Vale	Hutchings		

Present: 11  
 Absent: 1  
 Vacant: 0

Resolution: ✓  
 Motion:     

Total : 11      0  
           Yes        No  
 Abstentions: 0

**2015263** AUTHORIZING THE COUNTY LEGISLATURE OF DUTCHESS COUNTY, NEW YORK TO APPROVE AMENDMENTS TO THE CERTIFICATE OF INCORPORATION OF THE DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION TO EXPAND ITS ECONOMIC DEVELOPMENT ACTIVITIES TO CONTIGUOUS COUNTIES

Date: November 9, 2015

# Roll Call Sheets

District	Last Name	Yes	No
District 8 - City and Town of Poughkeepsie	Rolison		
District 6 - Town of Poughkeepsie	Flesland		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 16 - Town of Fishkill and City of Beacon	MacAvery	<i>absent</i>	
District 1 - Town of Poughkeepsie	Nesbitt		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 3 - Town of LaGrange	Borchert		
District 4 - Town of Hyde Park	Ignaffo		
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Perkins		
District 9 - City of Poughkeepsie	Johnson	<i>absent</i>	
District 11 - Towns of Rhinebeck and Clinton	Tyner		✓
District 12 - Town of East Fishkill	Weiss		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 15 - Town of Wappinger	Incoronato		
District 17 - Town and Village of Fishkill	Miccio		
District 18 - City of Beacon and Town of Fishkill	Farley		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 20 - Town of Red Hook	Strawinski		✓
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Hutchings		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Kelsey		

Present: 22 Resolution: ✓ Total: 20 2  
 Absent: 3 Motion: — Yes No  
 Vacant: 0 Abstentions: 0

**2015263** AUTHORIZING THE COUNTY LEGISLATURE OF DUTCHESS COUNTY, NEW YORK TO APPROVE AMENDMENTS TO THE CERTIFICATE OF INCORPORATION OF THE DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION TO EXPAND ITS ECONOMIC DEVELOPMENT ACTIVITIES TO CONTIGUOUS COUNTIES

Date: November 9, 2015

On motion by Legislator Borchert, duly seconded by Legislator Bolner and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non-agenda items.

Ron Hicks, Deputy Commissioner of Strategic Planning and Development, spoke regarding

Stephanie Russell, Union Street, Poughkeepsie, spoke in opposition to the Algonquin Pipeline, comments attached.

No one else wishing to speak, on motion by Legislator Roman, duly seconded by Legislator Pulver and carried, the Regular Order of Business was resumed.

There being no further business, the Chairman adjourned the meeting at 7:38 p.m.

## Morris, Carolyn

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**From:** Stephanie JT Russell [slimpmz@gmail.com]  
**Sent:** Sunday, November 08, 2015 11:56 PM  
**To:** County Legislators  
**Subject:** Letter to Dutchess County Legislature, with attachments, Re: Algonquin Pipeline  
**Attachments:** SAPE Indian Point Stop the Algonquin Pipeline Expansion (SAPE).pdf; putnam-county-resolutions-104-163-and-182-1.pdf; Natural Gas Pipeline Accidents in the United States Since 2001.pdf; IP\_Summary\_101215.pdf; PressreleaseAIMAlbany.docx

Dear Members of the Dutchess County Legislature,

Following is the letter I will read aloud at tomorrow night's County Legislature meeting. Attached along with this letter are online documents as described in the letter. Please ring me if you have any questions before or after tomorrow's meeting.

Regards,  
Pina Russell

Dear Members of the Dutchess County Legislature,

I am speaking tonight to echo the demands of thousands of regional residents and several New York Legislature representatives that the Federal Energy regulatory Commission (FERC) immediately halt plans to implement Spectra Energy's Algonquin Incremental Market (AIM) Pipeline expansion. I am one of thousands of citizens from throughout the state, notably from the greater Hudson Valley, who are concerned about the profound environmental and economic hazards posed by the AIM pipeline.

The AIM pipeline comes dangerously near to the Indian Point Energy Center nuclear power plant in Buchanan, NY, a facility that, as recently as June, experienced a transformer explosion that spilled thousands of gallons of oil into the Hudson River. Most critically, the proposed pipeline sits on a fault line. Though a Nuclear Regulatory Commission (NRC) study expressed no concern about additional earthquake risk, an independent study by local officials and gas industry experts found serious errors and false information in the NRC analysis.

High pressure gas pipelines have a history of explosions. Building this pipeline on a fault line and within 150 feet of the long-unlicensed Indian Point facility dramatically increases the risk of a nuclear disaster that would immediately impact 20 million citizens in the region. Far reaching environmental impacts could degrade air, water, arable land, parks, and forests throughout the northeast.

I am here to urge adoption of a resolution similar to those enacted by our neighbors in Putnam, Westchester, and Rockland, counties, as well as in Norfolk County, Massachusetts, seeking to halt further implementation of the AIM project. I urge you to demonstrate your deep concern for your constituents and hold a press conference *demanding* that the Federal Energy Regulatory Commission rescind its March 2015 approval of the pipeline because of the profound dangers posed by this plan, which presents an unacceptable risk to the lives, property, and economic structures supporting over 20 million people in the region.

Attached here are links to SAPE 2016 (Stop Algonquin Pipeline Expansion group); Stop Algonquin letters to FERC from state elected officials, the Union of Concerned Scientists, several nuclear expert groups, as well as the Stop Algonquin resolutions drafted by our neighboring counties. Also included in my letter package are a detailed, up-to-date list documenting the numerous gas pipeline catastrophes that have occurred across the nation. Please read these documents. Their importance is not to be underestimated in your forming an appropriate decision about making a draft resolution to protect your constituents, and those of your fellow legislators across the region.

Short-sighted thinking might respond with the idea that this pipeline is not a County issue, but I beg to differ with that notion: if the pipeline is built, and the great possibility for a disaster does manifest, there will be no county left for which to legislate.

Respectfully,

Stephanie JT Russell  
Poughkeepsie resident, property owner, and concerned citizen

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mobile US: [+1.646.508.5687](tel:+16465085687)

land US: [+1.718.596.4505](tel:+17185964505)

[SlimRussell@gmail.com](mailto:SlimRussell@gmail.com)

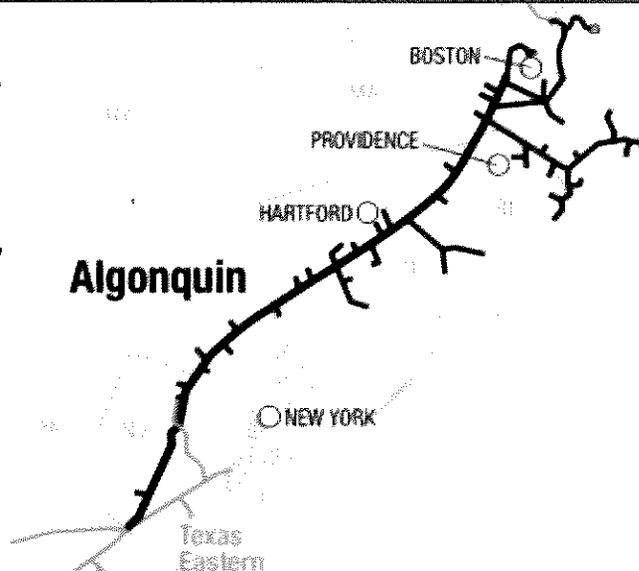
Skype: slimrussell

Creative Strategies  
Practical Implementation  
Project Leadership

I believe that you are sincere and good at heart. If you do not attain happiness, always remember that you are on the right road, and try not to leave it. Above all, avoid falsehood, every kind of falsehood, especially falseness to yourself. Watch over your own deceitfulness and look into it every hour, every minute. Avoid being scornful, both to others and to yourself. What seems to you bad within you will grow purer from the very fact of your observing it in yourself. Avoid fear, too, though fear is only the consequence of every sort of falsehood. Never be frightened at your own faint-heartedness in attaining love. —Fyodor Dostoevsky

Halt Spectra Energy's  
AIM  
Atlantic Bridge  
Access Northeast

*Their profits, our risk!*



[Home](#) [Indian Point](#) [Resolutions](#) [Elected Officials](#) [Resources](#)

[Presentations](#) [FERC Process](#) [Events](#) [Press](#) [Contact](#)

## Indian Point

[Summary of the Algonquin Incremental Market Project Sited at the Indian Point Nuclear Facility.](#)

[Letter from Richard Kuprewicz of Accufacts to Assemblywoman Galef, October 20, 2015](#)

[Press Release from SAPE: Nuclear Expert Meets with Nuclear Regulatory Commission Chairman to Discuss Unacceptable Risk to NYC Metro Area, Sept 15, 2015](#)

[Mr. Paul Blanch's notes from meeting with Nuclear Regulatory Commission Chairman to discuss AIM risk to Indian Point, Sept. 9 and 10, 2015](#)

[Nuclear Information and Resource Service \(NIRS\) Press Release Natural Gas Pipeline Poses Nuclear, Security Threat, Sept 8, 2015](#)

[Letter to NRC Chairman from NIRS regarding AIM pipeline next to Indian Point, August 25, 2015](#)

**Letters of Support of Elected Officials for Independent Risk**

**Assessment of AIM pipeline adjacent to Indian Point:**

Congresswoman Nina Lowey and Congressman Eliot Engel letter  
10/20/15

Sen. Liz Krueger letter

Assemblywoman Shelley Mayer letter

Assemblywoman Amy Paulin's letter

Assemblyman Otis letter to NRC re AIM pipeline

Assemblyman Otis letter to FERC re AIM Pipeline

Sen. George Latimer letter

Assemblymembers Galef and Buchwald letters

Westchester County BOL letter

Senator Andrea Stewart-Cousins

Senator Brad Hoylman

**Letters of Support from Organizations for Independent Risk**

**Assessment of AIM pipeline adjacent to Indian Point:**

Letter from David Lochbaum, Director, Nuclear Safety Project, Union of  
Concerned Scientists to Stephen G. Burns, Chairman US Nuclear  
Regulatory Commission asking that the UCS Advisory Committee on  
Reactor Safeguards be brought in to review the process and criteria used  
by the NRC to assess potential safety hazards from natural gas pipelines  
near nuclear power plants.

August 31, 2015

Letter from Riverkeeper to FERC regarding the risk of siting the AIM  
Pipeline adjacent to Indian point Energy Center

September 2, 2015

Letter from Nuclear Resource Information Service (NIRS) to NRC  
Chairman regarding AIM pipeline next to Indian Point

August 25, 2015

Letter from Nuclear Resource Information Service (NIRS) to FERC  
Chairman, August 25, 2015

Letter from Greenpeace to NRC Chairman regarding AIM pipeline next to  
Indian Point, August 27, 2015

**Questions submitted to Nuclear Regulatory Commission Petition  
Review Board by Paul Blanch regarding Site Hazards Analysis for the  
Spectra AIM pipeline**

July 27, 2015

Download letter here: [20150727 Final Signed PRB questions](#)

**Official Transcript of Proceedings of the Nuclear Regulatory Commission Petition Review Board presentation by Mr. Paul Blanch and Mr. Richard Kuprewicz, July 15, 2015**

Download transcript here: [Transcript 7-15-2015 ML15216A047](#)

Press Release by SAPE: [Nuclear Regulatory Commission Withheld and Misrepresented Critical Information Used to Evaluate and Approve the Siting of the Spectra AIM Pipeline Alongside Indian Point, July 15, 2015](#)

[Letter from Paul Blanch to NRC dated 7/27/15 following Petition Review Board hearing](#)

Nuclear expert Paul Blanch's statement at Nuclear Regulatory Commission Petition Review Board meeting at Hendrick Hudson Library in Montrose on July 18, 2015.

Approval for Gas Pipeline Based on "inaccurate" a...



[Faulty insulation caused Indian Point fire, oil spill](#)

by Ernie Garcia for The Journal News June 30, 2015

Giant Gas Pipeline to Flank NY Nuclear Plant

By Ellen Cantarow for Huffington Post April 25, 2015

Doing the Unthinkable: Giant Gas Pipeline to Flank a New York Nuclear Power Plant

By Ellen Cantarow for Truthout- April 15, 2015

Why on earth did the Feds approve a high pressure gas pipeline near a nuke plant?

By Alison Rose Levy for AlterNet- March 27, 2015

Group Urges Expanded Planning for Indian Point Disaster

By Joseph DeAvila for Wall Street Journal- April 14, 2015

[View Article](#)

Paul Blanch response to NRC on need for an independent risk assessment

By Paul M. Blanch – March 27, 2015

[View Document](#)

Lowey questions NRC Commissioners about the Algonquin Incremental Market Expansion (AIM) project

Nita Lowey – Mar 24, 2015

[View Video](#)

Official Transcript of Proceedings of the Nuclear Regulatory Commission Petition Review Board

Paul Blanch Petition regarding the Site Hazards Analysis by Entergy for the proposed Spectra AIM Pipeline

January 28, 2015

Download transcript here: [PRB Transcript 1-28-2015-2-2](#)

Letter to Mark A. Satorius, Executive Director for Operations at the US Nuclear Regulatory Commission

By Paul M. Blanch- October 15, 2014

[View Document](#)

Letter to Westchester Board of Legislators Energy & Environment and Infrastructure Committees

By Paul M. Blanch – June 27, 2014

[View Document](#)

Response Letter to Paul M. Blanch from the Nuclear Regulatory  
Commission Regarding Indian Point Concern

June 20, 20114

[View Document](#)

Fukushima's Children are Dying

By Harvey Wasserman – June 14, 2014

[View Document](#)

Letter to Ms. Lisa Jarriel, Allegations Coordinator, USNRC Washington DC

By Paul M. Blanch – May 19, 2014

[View Document](#)

United States Nuclear Regulatory Commission: Part 100 – Reactor Site  
Criteria

[View Document](#)

Agency Urges Quake Study for Indian Point

By Matthew L. Wald – May 9, 2014

[View Document](#)

Response Letter to the Honorable Sandra R. Galef from Michelle G. Evans

By Michelle G. Evans – March 20, 2014

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Natural Gas Pipeline Hazard Risk Determination

By S. T. Thomson & J. H. Snooks – January 19, 2014

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10 CFR 2.206 Petition regarding Inadequacy of Entergy's Management of  
Spectra/Algonquin Energy Natural Gas Transmission Lines within the site  
boundary at Indian Point Nuclear Plants

By Paul M. Blanch – October 25, 2010

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PUTNAM COUNTY LEGISLATURE

Resolution #104

Introduced by Legislator: Sam Oliverio, Jr. on behalf of the Health, Social, Educational & Environmental Committee at a Regular Meeting held on May 6, 2014.

page 1

**RESOLUTION REGARDING THE ALGONQUIN INCREMENTAL MARKET (AIM) PROJECT**

WHEREAS, Algonquin Gas Transmission, LLC, a wholly-owned subsidiary of Spectra Energy Partners, submitted Resource Report #9 in Docket # CP14-96-000, which does not reflect aggregate (existing and proposed) and cumulative emissions from compressor stations, metering stations, and pipelines in the entire Algonquin Incremental Market project; and

WHEREAS, impacts from the current AIM project infrastructure have not been fully evaluated to establish a baseline for air quality; and

WHEREAS, peer-reviewed scientific studies indicate that emissions from compressor stations and other shale gas infrastructure are associated with negative health impacts; and

WHEREAS, peer-reviewed scientific studies and the World Health Organization link exposure between air pollution and neurological, cardiovascular, respiratory and other health impacts; and

WHEREAS, the current emissions will be significantly increased by the expansion of the Southeast and Stony Point compressor stations, and the region including Putnam, Rockland and Westchester counties is already considered a non-attainment zone for air quality standards according to the U.S. Environmental Protection Agency and exceeds the limits for air pollutants such as ground level ozone; and

WHEREAS, the location of the AIM pipeline within close proximity to the Indian Point Nuclear Facility and 40 years of spent fuel rods, and in close proximity to a significant seismic zone, poses a risk of catastrophic damage with profound long-term impacts on the region; and

WHEREAS, municipalities may bear costs involved with emergency training, equipment including up-to-date foam to extinguish fires, and first response to a pipeline, compressor or metering station event; and

WHEREAS, Algonquin Gas Transmission LLC and Spectra Energy Partners may not have adequate resources or insurance coverage to reimburse municipalities for costs borne by the municipality should an event occur that requires emergency response by first responders; now therefore be it

RESOLVED, that an independent air emissions baseline assessment be conducted in the areas directly impacted by the compressor and metering stations

Vote:

State Of New York

ss:

County of Putnam



I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on May 6, 2014.

Dated: May 9, 2014

Signed: \_\_\_\_\_

Diane Schonfeld  
Clerk Of The Legislature Of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #104

Introduced by Legislator: Sam Oliverio, Jr. on behalf of the Health, Social, Educational & Environmental Committee at a Regular Meeting held on May 6, 2014.

page 2

modifications, by an independent expert acceptable to industry, local government officials, advocates and the public, funded by industry, and that continuous emissions monitoring be conducted with transparent record keeping as stringent as possible; and be it further

RESOLVED, that the best mitigation technology available be required to be installed on every possible component of AIM's compressor and metering stations including selective catalytic reduction, zero emission dehydrators, blow down prevention, vapor recovery units, and methane capturing equipment outlined by the U.S. EPA, and that there be a public hearing for the permits for each compressor station; and be it further

RESOLVED, that a comprehensive and transparent Health Impact Assessment (HIA), as outlined by the Centers for Disease Control and the National Academy of Sciences, be conducted by an independent entity acceptable to industry, local government officials, advocates and the public, and funded by industry; and be it further

RESOLVED, that this comprehensive and transparent Health Impact Assessment (HIA) cover cumulative short-term and long-term, as well as direct and indirect impacts of all infrastructure components of the AIM project, including compressor stations emissions and blow downs, metering and regulating stations emissions, and pipeline leakage prior to construction, during construction, during normal operations and during blow downs and accidental release events, with a thorough analysis of all materials and contaminants in the pipeline, including radium precipitate, radon and its decay products, lead and polonium; and be it further

RESOLVED, that a comprehensive, independent risk assessment of the potential catastrophic explosion of a 42" diameter high pressure pipeline in close proximity to Indian Point Nuclear Facility be conducted, and that the assessment should be funded by industry; and be it further

RESOLVED, that Algonquin Gas Transmission, LLC and Spectra Energy Partners provide a full cost analysis and procurement of emergency supplies, equipment and training for local first response teams to respond to events related to the Algonquin Pipeline Expansion (AIM) project, including fires, explosions, leaks, spills, problems and evacuations due to blow down releases and other incidents; and be it further

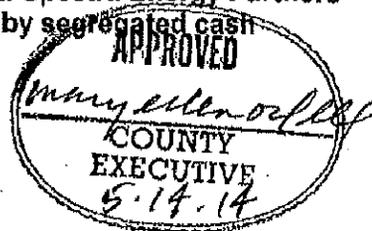
RESOLVED, that Algonquin Transmission, LLC and Spectra Energy Partners provide proof of insurance or self-insurance represented by segregated cash

Vote:

State Of New York

ss:

County of Putnam



I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on May 6, 2014.

Dated: May 9, 2014

Signed: \_\_\_\_\_

PUTNAM COUNTY LEGISLATURE

Resolution #104

Introduced by Legislator: Sam Oliverio, Jr. on behalf of the Health, Social, Educational & Environmental Committee at a Regular Meeting held on May 6, 2014.

page 3

reserves for all potential costs and expenses involved with maintenance and responding to emergencies and mitigating damages as a result of any incident relating to or resulting from the Algonquin Pipeline Expansion (AIM ) Project; and be it further

RESOLVED, that a Moratorium be enacted on this project, until such air emissions baseline assessment, Health Impact Assessment (HIA), and risk assessment are completed and reviewed by industry, local government officials and advocates and the public, health impacts are fully addressed and mitigated that fully protect and preserve the health and safety of residents and evidence of acceptable levels insurance and self-insurance represented by segregated cash reserves, as aforesaid, are presented and approved by all interested parties; and be it further

RESOLVED, that a copy of this Resolution be sent to the Federal Energy Regulatory Commission.

BY ROLL CALL VOTE: EIGHT AYES. ONE NAY – LEGISLATOR WRIGHT. MOTION CARRIES.



Vote:

State Of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on May 6, 2014.

Dated: May 9, 2014

Signed: *Diane Schonfeld*

Diane Schonfeld  
Clerk Of The Legislature Of Putnam County

PUTNAM COUNTY LEGISLATURE

Resolution #163

Introduced by Legislator: Sam Oliverio, Jr. on behalf of the Health, Social, Educational & Environmental Committee at a Regular Meeting held on July 1, 2014.

page 1

APPROVAL/FORWARD RESOLUTION #104 OF 2014 /ALGONQUIN GAS TRANSMISSION, LLC PROJECT

WHEREAS, by Resolution #104 of 2014 the Putnam County Legislature adopted a resolution requesting a moratorium be enacted on the Algonquin Gas Transmission, LLC request for a pipeline expansion project with its compressor station that impacts the pipeline that runs through the Town of Southeast in the County of Putnam; and

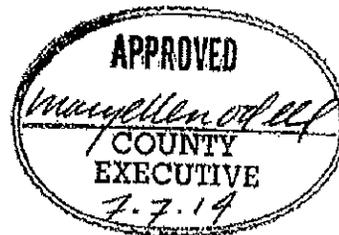
WHEREAS, various different agencies are involved in granting the required approval for this project; and

WHEREAS, Putnam County has been requested to forward to each agency a copy of the moratorium resolution; and

WHEREAS, the Health, Social, Educational & Environmental Committee has considered and approved of this request; now therefore be it

RESOLVED, that the Clerk of the Putnam County Legislature send a copy of Resolution #104 of 2014 to each of the agencies contained in the attached list marked Exhibit "A" and request that no permit be issued until the measures called for in the resolution are fully executed.

BY POLL VOTE: EIGHT AYES. ONE NAY – LEGISLATOR WRIGHT. MOTION CARRIES.



Vote:

State Of New York

ss:

County of Putnam

I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on July 1, 2014.

Dated: July 3, 2014

Signed:

Diane Schonfeld  
Clerk Of The Legislature Of Putnam County

*Exhibit "A"*

**Ms. Kimberly D. Bose, Secretary  
Federal Energy Regulatory Commission  
888 First St. NE  
Washington, DC 20426**

**Jun Yan  
U.S. Army Corps of Engineers (USACE) – NY District  
Jacob K. Javits Federal Office Building  
26 Federal Plaza, Room 2109  
New York, NY 10278-0090**

**Lingard Knuston  
U.S. Environmental Protection Agency (USEPA) – Region 2  
290 Broadway  
New York, NY 10007-1866**

Phone: 212-637-3747

**Michael Higgins, Project Manager - Major Projects Management Section  
New York State Department of Environmental Conservation,  
Division of Environmental Permits  
625 Broadway, 4<sup>th</sup> Floor  
Albany, NY 12233-1750**

Phone: 518-402-9179

**George Sweikert, DEC Region 3  
NYSDEC Division of Air Resources, Bureau of Stationary Sources  
21 South Putt Corners Rd.  
New Paltz, NY 12561**

Phone: 845-256-3045

Required permit: Parts 201/231 air construction permit and Title V permit modification

**Chris Hogan, Project Manager  
New York State Department of Environmental Conservation,  
Division of Environmental Permits**

**625 Broadway  
Albany, NY 12233-1750**

Phone: 518-402-9151

**Matthew Maraglio, Coastal Resource Specialist  
New York State Department of State (NYDOS), Consistency Review Unit, Office of  
Communities and Waterfronts  
One Commerce Place, Suite 1010  
99 Washington Avenue  
Albany, NY 12231-0001**

Phone: 518-474-4290

Email: [matthew.maraglio@dos.state.ny.us](mailto:matthew.maraglio@dos.state.ny.us)

Required permit: Coastal Zone Consistency Review

**David Gasper, P.E. SPDES Permits  
NYSDEC, Division of Water, Bureau of Water Permits  
625 Broadway, 4<sup>th</sup> Floor  
Albany, NY 12233-1750**

Phone: 518-402-8114

Required permits: SPDES Construction Stormwater General Permit

**John Hernick, Land Surveyor  
New York State Office of General Services  
Real Estate Development – Land Management Corning Tower, 26<sup>th</sup> Floor  
Empire State Plaza Albany, NY 12242-0001**

Phone: 518-474-2195

**Cynthia Garcia, SEQRA Coordination Section  
New York City Department of Environmental Protection,  
Bureau of Water Supply  
465 Columbus Avenue  
Valhalla, NY 10595**

PUTNAM COUNTY LEGISLATURE

Resolution #182

Introduced by Legislator: Sam Oliverio, Jr. on behalf of the Health, Social, Educational & Environmental Committee at a Regular Meeting held on August 5, 2014.

page 1

**APPROVAL/ALGONQUIN INCREMENTAL MARKET (AIM) PROJECT/  
NOTIFICATION OF BLOWDOWNS**

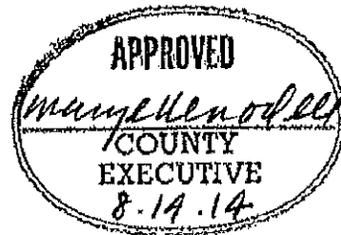
**WHEREAS, by Resolution #104 of 2014 and Resolution #163 of 2014 the Putnam County Legislature requested that a moratorium be enacted along with other requirements on the application of Algonquin Gas Transmission, LLC. and Spectra Energy Partners for an upgrade and expansion of an existing gas transmission line; and**

**WHEREAS, there is presently no advance notification requirements for planned compressor stations and other gas pipeline infrastructure and operation blowdowns; now therefore be it**

**RESOLVED, that advanced notification of all planned blowdowns and notification within 30 minutes following unplanned blowdowns, including partial or full blowdowns, be provided to all residents, police and fire departments, municipal officials, including local, state and federal officials of all communities in proximity to compressor stations and to the County of Putnam; and be it further**

**RESOLVED, that a copy of this resolution be forwarded to each of the agencies contained in Resolution #163 of 2014.**

**BY POLL VOTE: ALL AYES. LEGISLATOR SCUCCIMARRA WAS ABSENT.  
MOTION CARRIES.**



Vote:

State Of New York

ss:

County of Putnam

**I hereby certify that the above is a true and exact copy of a resolution passed by the Putnam County Legislature while in session on August 5, 2014.**

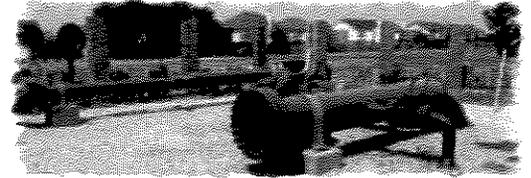
Dated: August 7, 2014

Signed: *Diane Schonfeld*

Diane Schonfeld  
Clerk Of The Legislature Of Putnam County

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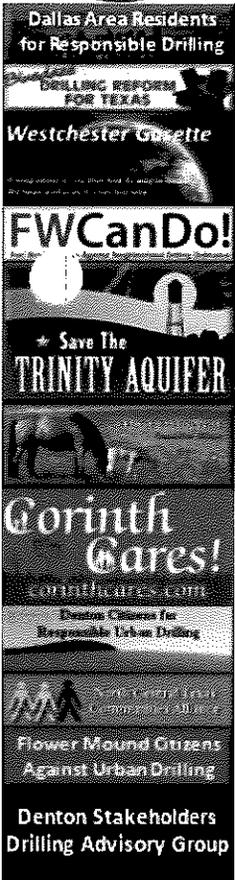


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Support Organizations



## Pipeline Explosions Since 2001

Representatives of the natural gas industry downplay issues of pipeline safety and tell stories about how much effort and expense goes into pipeline safety to protect the general public, as well as their own resources. The truth, however, paints an entirely different picture.

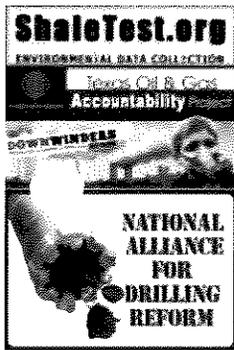
Natural gas transmission lines only, the big pipelines that ship huge quantities of gas from production areas to distribution hubs and population centers nationwide, accounted for more than 80 explosions and fires in 2012, according to the Pipeline Hazardous Materials Safety Administration (PHMSA), a branch of the US Department of Transportation that inspects and regulates the nation's pipelines. Of the 80 incidents, 38 were classified as significant, PHMSA data show. The 2012 accidents and fires reportedly caused seven injuries, no fatalities, and more than \$44 million of damage. Natural gas distribution lines, the much smaller gas lines under lower pressure that bring gas directly to residential and commercial customers in and around major population centers, added another 71 incidents with nine fatalities and 21 injuries, the PHMSA data show.

Looking only at Texas data from 1986 through 2012, and only at "significant incidents," defined by PHMSA as those that caused either a death or serious injury, cost more than \$50,000, released more than 50 barrels of liquid, or caused a fire or explosion, statistics prove that pipeline safety is a major issue that merits considerable attention by the general public and state regulators. It includes incidents through Sept. 28, 2012. Many incidents lack sufficient location data and do not appear on the map. Some incidents, including some of those that took place offshore, have not been assigned a state and are labeled "Not Specified."

Those "significant incidents" in Texas accounted for 1,669 incidents (21.5% of incidents nationwide), 78 fatalities (14.6% of all deaths nationwide), 371 injuries (15.7% of all injuries nationwide) and property damage of about \$668 Million (9.9% of all damages nationwide), numbers which are staggering considering that natural gas production takes place in at least 34 states and its use is found in all states. Improper monitoring and maintenance of pipelines is the primary cause of these incidents according to safety reports filed with PHMSA and various state agencies, the Railroad Commission of Texas in cases within the State of Texas.

The nation's energy transportation network includes more than 2.5 million miles of pipeline operated by about 3,000 companies of all sizes. That includes 321,000 miles of onshore and offshore gas transmission and gathering pipelines and another 2 million miles of gas distribution pipelines. Yet PHMSA has funding for only 137 inspectors, and often employs even less than that (in 2010, the agency had 110 inspectors on staff), ProPublica reported in November, 2012.

### [PHMSA Pipeline Safety Data](#)



**Sissonville, West Virginia Natural Gas Transmission Pipeline Explosion, December 11, 2012**

**Since 2001, natural gas pipeline explosions and other accidents have resulted in the loss of at least 45 lives and many more serious injuries, usually from burns. The list below may not be comprehensive, and there may be additional accidents, deaths and injuries that are not known to us.**

- March 22, 2001 - A 12-inch natural gas pipeline exploded in Weatherford, Texas on . No one was injured, but the blast created a hole in the ground about 15 feet in diameter and the explosion was felt several miles away.
- May 1, 2001-A 10 inch diameter propane pipeline exploded and burned in Platte County, Missouri.
- June 13, 2001 - In Pensacola, Florida, at least ten persons were injured when two natural gas lines ruptured and exploded after a parking lot gave way beneath a cement truck at a car dealership. The blast sent chunks of concrete flying across a four-lane road, and several employees and customers at neighboring businesses were evacuated. About 25 cars at the dealership and 10 boats at a neighboring business were damaged or destroyed.
- August 11, 2001 - At approximately 5:05 a.m. MST a 24 inch gas pipeline failed near Williams, Arizona, resulting in the release of natural gas. The natural gas continued to discharge for about an hour before igniting.
- August 19, 2000 - A 30 inch diameter natural gas pipeline rupture and fire near Carlsbad, New Mexico killed 12 members of an extended Family camping over 600 feet from the rupture point. The force of the rupture and the violent ignition of the escaping gas created a 51-foot-wide crater about 113 feet along the pipe. A 49-foot section of the pipe was ejected from the crater in three pieces measuring approximately 3 feet, 20 feet, and 26 feet in length. The largest piece of pipe was found about 287 feet northwest of the crater. The cause of the failure was determined to be severe internal corrosion of that pipeline.
- September 7, 2000 - A Bulldozer ruptured a 12 inch diameter NGL pipeline on Route 36, south of Abilene, Texas. A police detective, with 21 years of service, was killed. Nearby, a woman saved herself by going underwater in her swimming pool. Her house was destroyed by the explosion & fire.
- September 8, 2000 - For the second time in 24 hours, a state contractor building a noise wall along IH 475 in Toledo, Ohio struck an underground pipeline, and for a second time the contractor blamed faulty pipeline mapping for the accident. In this incident, the pipe was a six-inch gas pipeline. The crew was digging a hole with an auger for a noise-wall support when it hit the underground pipe less

than 500 meters from the previous day's incident.

- August 5, 2002 - A natural gas pipeline exploded and caught fire west of Rt. 622, on Poca River Road near Lanham, West Virginia. Emergency workers evacuated three or four families. Kanawha and Putnam Counties in the area were requested Shelter-In-Place. Parts of the Pipeline were thrown hundreds of yards away, around, and across Poca River. The Fire was not contained for several hours because valves to shutdown the pipeline did not exist. The orange glow from the fire at 11 PM could be seen for several miles.
- February 2, 2003 - A natural gas pipeline ruptured near Viola, Illinois resulting in the release of natural gas which ignited. A 16-foot long section of the pipe fractured into three sections, which were ejected to distances of about 300 yards from the failure site.
- March 23, 2003 - A 24-inch diameter gas pipeline near Eaton, Colorado exploded. The explosion sent flames 160 meters in the air and sent thousands of Weld County residents into a panic, but no one was injured. The heat from the flames melted the siding of two nearby homes and started many smaller grass fires.
- July 2, 2003 - Excavation damage to a natural gas distribution line resulted in an explosion and fire in Wilmington, Delaware. A contractor hired by the city of Wilmington to replace sidewalk and curbing, dug into an unmarked natural gas service line with a backhoe. Although the service line did not leak where it was struck, the contact resulted in a break in the line inside the basement of a nearby building, where gas began to accumulate. A manager for the contractor said that he did not smell gas and therefore did not believe there was imminent danger and that he called an employee of the gas company and left a voice mail message. At approximately 1:44 p.m., an explosion destroyed two residences and damaged two others to the extent that they had to be demolished. Other nearby residences sustained some damage, and the residents on the block were displaced from their homes for about a week. Three contractor employees sustained serious injuries. Eleven additional people sustained minor injuries.
- November 2, 2003 - A Texas Eastern Transmission natural gas pipeline exploded in Bath County, Kentucky, about 1.5 km south of a Duke Energy pumping station. A fire burned for about an hour before firefighters extinguished it. No one was injured and no property damage was reported.
- August 21, 2004 - A natural gas explosion destroyed a residence located at in DuBois, Pennsylvania. Two residents were killed in this accident. The NTSB determined that the probable cause of the leak, explosion, and fire was the fracture of a defective butt-fusion joint.
- November 8, 2004 - A NGL pipeline failed in a housing division in Ivel, Kentucky. The vapor cloud from the leak ignited, seriously burning a Kentucky State Trooper evacuating those living in the area. 8 others were injured and 5 homes were destroyed. The pipeline had 11 previous corrosion failures, and is only 65 miles long.
- May 13, 2005 - An underground natural gas pipeline exploded near Marshall, Texas, sending a giant fireball into the sky and hurling a 160-foot section of pipe onto the grounds of a nearby electric power generating plant. 2 people were hurt. The OPS concluded that stress corrosion cracking was the culprit.
- September 19, 2005 - A pipeline pumping station employee was killed in Monroe, Ohio, when leaking propane was ignited and exploded by an arcing pump. Flames reached 300 feet high in the following fire.
- December 13, 2005 - Workers removing an underground oil tank in Bergenfield, New Jersey undermined a 1 1/4 inch steel gas pipeline. The gas line later failed, causing an explosion. Three residents of a nearby apartment building were killed. Four other residents and a tank removal worker were injured. Failure to evacuate the apartment building after the gas line ruptured was listed as a contributing factor.
- July 22, 2006 - A gas pipeline ruptured, resulting in an estimated release of 42,946 MSCF of natural gas near Clay City in Clark County, Kentucky. The gas ignited, but there were no injuries, and just minor property damage. External corrosion was suspected.
- October 12, 2006 - A pipeline explosion occurred when a tugboat pushing two barges hit the

pipeline Thursday in West Cote Blanche Bay, about two miles from shore and 100 miles southwest of New Orleans, Louisiana. 4 crew members were killed, and 2 were missing and later presumed dead.

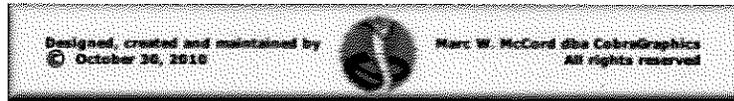
- November 11, 2006 - A jet-black, 300-acre burn site surrounded the skeletal hulk of a bulldozer that struck a natural-gas pipeline and produced a powerful explosion 2 miles north of the Wyoming-Colorado line. The bulldozer operator was killed.
- November 1, 2007 - A 12-inch propane pipeline exploded, killing two and injuring five others near Carmichael, Mississippi. The NTSB determined the probable cause was likely an ERW seam failure. Inadequate education of residents near the pipeline about the existence of a nearby pipeline and how to respond to a pipeline accident were also cited as factors in the deaths.
- February 5, 2008 - A natural gas pipeline explodes and catches fire near Hartsville, Tennessee, believed to have been caused by a tornado hitting the facility.
- August 28, 2008 - A 36-inch gas pipeline fails near Stairtown, Texas causing a fire with flames 400 feet tall. The failure was caused by external corrosion.
- August 29, 2008 - A 24-inch gas transmission pipeline ruptured in Cooper County, Missouri. Corrosion had caused the pipeline to lose 75% of its wall thickness in the failure area.
- September 9, 2008 - Workers constructing a new pipeline hit an existing natural gas pipeline in Wheeler County, Texas.
- September 14, 2008 - A 30-inch gas pipeline ruptured & gas ignited near Appomattox, Virginia. 2 homes were destroyed by the fire. External corrosion seems to be the cause of the failure.
- February 1, 2009 - A gas pipeline explosion rocked the area 2 miles east of Carthage, Texas.
- May 4, 2009 - A gas pipeline bursts near Hobe City, Florida on injuring 2 people on the Florida Turnpike from flying debris. The escaping gas did not ignite.
- May 5, 2009 - Natural gas pipeline explodes and catches fire on near Rockville, IN in Parke County, about 24 miles north of Terre Haute, Indiana. PHMSA indicated the possibility of external corrosion in its Corrective Action Order (CAO) to the pipeline company. Pictures have been released around the area showing the damage caused. 49 homes were evacuated in a one-mile area of the explosion. No injuries reported.
- November 5, 2009 - Two people were hurt when a natural gas pipeline exploded in Bushland in the Texas Panhandle. The explosion left a hole about 30 yards by 20 yards and close to 15 feet deep. The blast shook homes, melted window blinds and shot flames hundreds of feet into the air. The home nearest the blast - about 100 yards away - was destroyed. Bushland is about 15 miles west of Amarillo.
- November 14, 2009 - A newly built 42-inch gas transmission pipeline near Philo, Ohio failed on the second day of operation. There was no fire, but evacuations resulted. Several indications of pipe deformation were found.
- January, 2010 - A gas pipeline exploded near Barksdale Air Force Base, Louisiana killing a pipeline employee.
- February 1, 2010 - A plumber trying to unclog a sewer line in St. Paul, Minnesota ruptured a gas service line that has been "cross bored" through the house's sewer line. The plumber & resident escaped the home moments before as an explosion and following fire destroyed the home. The Minnesota Office of Pipeline Safety ordered that gas utility, Xcel, to check for more cross bored gas lines. In the following year, 25,000 sewer lines inspected showed 57 other cross bored gas lines. In Louisville, Kentucky, 430 gas line cross bores were found in 200 miles of a sewer project, including some near schools and a hospital. The NTSB had cited such cross bore incidents as a known hazard since 1976.
- March 15, 2010 - A 24-inch gas pipeline bursts, but did not ignite near Pampa, Texas.
- June 7, 2010 - A 36-inch gas pipeline explosion and fire in Johnson County, Texas, was from

workers installing poles for electrical lines. One worker was killed, and six were injured. Confusion over the location and status of the construction work led to the pipeline not being marked beforehand.

- June 8, 2010 - Construction workers hit an unmarked 14-inch gas gathering pipeline near Darrouzett, Texas. Two workers were killed.
- August 25, 2010 - A construction crew installing a gas pipeline in Roberts County, Texas hits an unmarked pipeline on seriously burning one man.
- August 27, 2010 - A LPG pipeline sprang a leak in Gilboa, New York, forcing the evacuation of 23 people.
- September 9, 2010 - A high pressure gas pipeline exploded in San Bruno, CA, a suburb of San Francisco. The blast destroyed 38 homes and damaged 120 homes. Eight people died and 58 were injured. Ten acres of brush also burned. Later, PG&E was unable to supply the California Public Utilities Commission with documents on how PG&E established pressure limits on some of its gas transmission pipelines.
- September 28, 2010 - A repair crew was working on a corroded gas pipe in Cairo, Georgia when the line exploded. One crew member was killed, and 3 others burned.
- October 15, 2010 - A gas pipeline under construction in Grand Prairie, Texas was running a cleaning pig without a pig "trap" at the end of the pipe. The 150 pound pig was expelled from the pipeline with enough force to fly 500 feet, and crash through the side of a house. No one was injured.
- November 12, 2010 - Three men working on natural gas lines were injured when a pipeline ruptured in Monroe, Louisiana.
- November 30, 2010 - A 30-inch diameter gas pipeline failed at Natchitoches, Louisiana. There was no fire, but the pipeline had a Magnetic Flux smart pig test earlier in the year that indicated no flaws in the pipeline. The deadly 1965 gas pipeline accident occurred on a different pipeline owned by the same company nearby.
- December 17, 2010 - A gas line fire and explosion just outside of Corpus Christi, Texas city limits left one person critically injured. A man was working on removing an abandoned pipeline when it exploded, and the man's face was severely burned.
- December 28, 2010 - A pipeline at an underground gas storage facility in Covington County, Mississippi exploded forcing the evacuation of about 2 dozen families for over a week.
- January 18, 2011 - A gas main being repaired in Philadelphia, Pennsylvania explodes, killing a repair crew member and injuring 6 others.
- January 24, 2011 - Gas pressure regulators failed and caused a gas pressure surge in Fairport Harbor, Ohio causing gas fires in numerous homes, and one apartment. 7 homes were destroyed, and damaged 45 furnaces, 10 boilers, 19 water heaters, and 10 other gas appliances. Gas company Dominion East Ohio says it found fluids and debris in a failed regulator and is investigating how that happened.
- February 10, 2011 - 5 people are killed and 8 homes are destroyed in an apparent gas explosion and fire in Allentown, Pennsylvania. The NTSB had warned UGI about cast iron gas mains needing replacement after the 1990 gas explosion in that city. Between 1976 and the date of the letter, July 10, 1992, two more gas explosions occurred. Three people were killed, 23 injured and 11 homes were destroyed or damaged in those explosions.
- February 10, 2011 - A 36-inch diameter gas transmission pipeline exploded near Lisbon, Ohio. No injuries resulted.
- March 17, 2011 - A 20-inch steel natural gas line running through a Minneapolis, Minnesota neighborhood ruptured and gas from it ignited, caused evacuations to buildings nearby, and Interstate 35W was closed from downtown Minneapolis to Highway 62. There were no injuries.

## San Bruno, California Pipeline Explosion

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