

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Approval of Agenda
- V. Public Comment
- VI. Consideration of Minutes for Meeting held on October 22, 2024 and November 25, 2024
- VII. COMMITTEE REPORTS
 1. Academic & Student Affairs (L. Gharthey, Chair)
 2. Board Policy (I. Guzman, Chair)
 3. Finance & Facilities (S. Caswell, Chair)
 1. Approval of the Capital Project for CBI Interior Restack and Reprogramming – Design (Res # 2025-16)
 4. Personnel and Community Relations (M. Dupree)
 1. Approval of the Contract Extension for President, Dr. Peter Grant Jordan (Res # 2025-17)
- VIII. Report of the Student Trustee
- IX. Report of the Chairperson
- X. Report of the President
- XI. Other Business
- XII. Date of Next Meeting – **January 28, 2025**
- XIII. Adjournment

DUTCHESS COMMUNITY COLLEGE
Minutes
Board of Trustees Meeting
October 22, 2024

Trustees Present: Ms. Angela Flesland, Chair; Mr. Frank Castella, Mr. Stephen Caswell, Ms. Darrah Cloud, Ms. Lisa Gharthey, Mr. Ibis Guzman, Ms. Linda Pratt, Mr. Bobby Biersack and Dr. Peter Grant Jordan
President

Absent: Mr. Michael Dupree, Ms. Evelyn Panichi

I. The meeting was called to order at 7:32 p.m. by Chairperson Flesland.

II. Mr. Castella led the Pledge of Allegiance.

III. Roll Call by Ms. Ponticello, quorum present.

IV. Approval of Agenda:

Upon motion made by Mr. Castella, seconded by Mr. Guzman, voted on and duly carried, the agenda was approved as distributed.

V. Public Comment

There were no requests to address the Board.

VII. Consideration of Minutes of Meeting held on September 24, 2024:

Upon motion made by Mr. Castella seconded by Mr. Biersack, voted on and duly carried, the minutes were approved as distributed.

VIII. COMMITTEE REPORTS

Chairperson Flesland noted for the minutes that all of the resolutions that are presented to the Board for approval are reviewed and discussed at committee meetings prior to the Board meeting.

A. Academic and Student Affairs Committee (D. Cloud)

Ms. Cloud provided the Board with a summary of items discussed at the last Academic and Student Affairs Committee held on October 9, 2024.

B. Board Policy (I. Guzman, Chair)

Mr. Guzman provided the Board with a summary of items discussed at the

last Board Policy Committee meeting held on October 9, 2024.

C. Finance & Facilities (S. Caswell, Chair)

Mr. Caswell provided the Board with a summary of items discussed at the last Finance & Facilities Committee meeting on October 14, 2024.

1. Approval of the contract with Fred. A. Cook, Jr. Inc for Sewer Maintenance (Res #2025-11)

S. Caswell offers the following resolution and moves its adoption:

WHEREAS, bids were duly advertised and requested for SEWER LINE CLEANING MAINTENANCE/SERVICE AGREEMENT on a multi-year basis, and

WHEREAS, bids were received as a result of the solicitation and were publicly opened and read aloud at 3:00 P.M. on September 26, 2024, and

WHEREAS, vendors provided prices as shown on the tabulation sheet attached to this resolution, and

WHEREAS, funds for SEWER LINE CLEANING MAINTENANCE/SERVICE AGREEMENT will be made available in the operational budgets associated with the terms of the contract, now, therefore, be it

RESOLVED, that the bid received for SEWER LINE CLEANING MAINTENANCE/SERVICE AGREEMENT be awarded to Fred A Cook, Montrose, N.Y., the low bidder, in the amount of \$11,450.00, in accordance with the specifications for a multi-year contract in the amounts specified on the attached summary sheet for labor and equipment with operator for work outside the scope of the contract. This contract is for one year with the provision for two (2), one-year extensions.

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Seconded by: **L. Pratt**

Motion Carried Unanimously

2. Approval to enter into a contract with Swim Digital Group for Consulting Services (Res # 2025-12)

S. Caswell offers the following resolution and moves its adoption:

WHEREAS, the College seeks to enter into an agreement with Swim Digital Group to provide consulting services to support leadership development for change readiness and management workshops, and

WHEREAS, Swim Digital has been determined to be a sole source provider of the aforementioned services, and

WHEREAS, funds are available through strategic use of fund balance, now therefore, be it

RESOLVED, that the Board of Trustees hereby authorizes the College to enter into the agreement with Swim Digital Group in an amount not to exceed \$47,720 as a sole source provider.

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Seconded by **L. Pratt**

Motion Carried Unanimously

3. Approval to enter into a contract with Guardian for Dental Health Insurance Service (Res # 2025-13)

S. Caswell offers the following resolution and moves its adoption:

WHEREAS, a request for proposals was duly advertised and requested for DENTAL HEALTH INSURANCE SERVICES, and

WHEREAS, four (4) proposals were received as a result of this solicitation for, DENTAL HEALTH INSURANCE SERVICES, RFP-DCC-18-2024, requested on or prior to September 9, 2024 and

WHEREAS, the proposal received from Guardian Life Insurance Company of America, best meets the required specifications, and

WHEREAS, funds for the DENTAL HEALTH INSURANCE SERVICES will be made available in the operational budgets associated with the terms of the contract, now, therefore, be it

RESOLVED, that a three (3) -year contract for DENTAL HEALTH INSURANCE SERVICES, in accordance with the specifications, be awarded to Guardian Life Insurance Company of America, Dewitt, NY, for an estimated annual cost of \$268,426.00, and

BE IT FURTHER RESOLVED, the contract will have the option for two (2) one-year renewals.

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Seconded by **F. Castella**

Motion Carried Unanimously

4. Approval of the contract with Mid-Hudson Interpreter Services for Sign Language Services (Res # 2025-14)

S. Caswell offers the following resolution and moves its adoption:

WHEREAS, a request for proposals was duly advertised and requested for CERTIFIED SIGN LANGUAGE INTERPRETER SERVICES; and

WHEREAS, FIVE (5) proposals were received as a result of this solicitation for CERTIFIED SIGN LANGUAGE INTERPRETER SERVICES, RFP-DCC-19-2024, requested on or prior to August 21, 2024; and

WHEREAS American Sign Language is the sole means of accessing and participating in lecture and campus activities, and both MHIS and SLR have provided contracted services over the past several years; and

WHEREAS neither agency being able to provide a service at one time or another. As a result, a third option is recommended for Virtual Remote Interpreting (VRI) as a last resort; and

WHEREAS, the request for proposals received from MID-HUDSON INTERPRETER SERVICES, SIGN LANGUAGE RESOURCES INC, AND INTERPRETEK meet the required specifications; and

WHEREAS, funds for the CERTIFIED SIGN LANGUAGE INTERPRETER SERVICES will be made available in the operational budgets associated with the terms of the contract, now, therefore, be it

RESOLVED, that a ONE (1) year contract for CERTIFIED SIGN LANGUAGE INTERPRETER SERVICES, in accordance with the specifications, be awarded to:

- 1) MID-HUDSON INTERPRETER SERVICES, POUGHKEEPSIE, NY
- 2) SIGN LANGUAGE RESOURCES INC, NEWBURGH, NY
- 3) INTERPRETEK, ROCHESTER, NY

WITH MID-HUDSON INTERPRETER SERVICES HAVING THE FIRST RIGHT OF REFUSAL, for Fiscal Year 2025

BE IT FURTHER RESOLVED, the contract will have the option of two (2) one-year renewals

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Seconded by: **L. Pratt**

Motion Carried Unanimously

D. Personnel & Community Relations (F. Castella)

Mr. Castella provided the Board with a summary of items discussed at the last Personnel & Community Relations Committee meeting held on October 10, 2024.

IX. Report of the Student Trustee

Mr. Biersack reported on the “Design a Sign Event,” upcoming events taking place on campus and upcoming trips to NYC.

X. Report of the Chairperson

Chair Flesland thanked members of the Board and DCC’s student leaders for attending the Board and Student Leaders dinner.

Chair Flesland spoke on college accolades for the month of October 2024.

XI. Report of the President.

President Jordan thanked Assembly member Didi Barrett for visiting DCC’s residence hall and continuing to identify funds for the college and supporting our housing insecure student population.

President Jordan gave an “unsung heroes” shout-out to the DCC IT staff during cyber security month.

XII. Other Business

There was none.

XIII. Date of Next Meeting

The next meeting of the Board of Trustees will be held on December 10, 2024 at 6:30 p.m.

XIV. Adjournment

There being no further business to discuss, a motion was made by Mr. Biersack, seconded by Mr. Guzman, voted on, and duly carried, to adjourn the meeting. The meeting adjourned at 7:40 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joia Ponticello", written in a cursive style.

Joia Ponticello
Executive Assistant

DUTCHESS COMMUNITY COLLEGE
Minutes
Board of Trustees Meeting
November 25, 2024

Trustees Present: Ms. Angela Flesland, Chair; Mr. Stephen Caswell, Ms. Darrah Cloud, Ms. Lisa Gharthey, Mr. Ibis Guzman, Ms. Linda Pratt, Mr. Bobby Biersack and Dr. Peter Grant Jordan, President

Absent: Mr. Frank Castella, Ms. Lisa Gharthey

I. The meeting was called to order at 6:03 p.m. by Chairperson Flesland.

II. Mr. Guzman led the Pledge of Allegiance.

III. Roll Call by Ms. Ponticello, quorum present.

IV. Approval of Agenda:

Upon motion made by Mr. Caswell, seconded by Mr. Guzman, voted on and duly carried, the agenda was approved as distributed.

V. Executive Session

Upon motion made by Mr. Biersack, seconded by Mr. Guzman, voted on and duly carried, the Board went into Executive Session.

The Board returned from Executive Session.

VI. COMMITTEE REPORTS

Chairperson Flesland noted for the minutes that all of the resolutions that are presented to the Board for approval are reviewed and discussed at committee meetings prior to the Board meeting.

A. Personnel & Community Relations (M. Dupree, Chair)

1. Further Extension of Contract for President, Dr. Peter Grant Jordan (Res #. 2025-15)

M. Dupree offers the following resolution and moves its adoption:

WHEREAS, the employment contract for President, Dr. Peter Grant Jordan, expired on August 2, 2024, and

WHEREAS, the Board of Trustees has recommended to extend Dr. Jordan's employment contract for four (4) additional months, from August

3, 2024 through November 30, 2024, with a 4% increase in salary for 2024-2025, and

WHEREAS, the State University of New York (SUNY) now requires review of all presidential contracts, the Board of Trustees recommends the further extension of Dr. Jordan’s employment contract from December 1, 2024 through December 31, 2024 to allow for this additional step, now, therefore, be it

RESOLVED that the Board of Trustees of Dutchess Community College hereby approve to further extend Dr. Peter Grant Jordan’s employment contract for one (1) additional month through December 31, 2024, in accordance with RESOLUTION NO. 2024-68 Board of Trustees, Dutchess Community College, August 27, 2024.

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Seconded by **D. Cloud**

Motion Carried Unanimously

VII. Other Business

There was none.

VIII. Date of Next Meeting

The next meeting of the Board of Trustees will be held on December 10, 2024 at 6:30 p.m.

IX. Adjournment

There being no further business to discuss, a motion was made by Mr. Biersack, seconded by Mr. Dupree, voted on, and duly carried, to adjourn the meeting. The meeting adjourned at 7:13 p.m.

Respectfully submitted,



Joia Ponticello
Executive Assistant

VII.

Finance and Facilities

1. Approval of the Capital Project for CBI Interior Restack and Reprogramming – Design (Res # 2025-16)

The design phase of the project will consist of planning and design to restack the building's interior to better support new and emergent instructional needs. The building will primarily accommodate the Center of Excellence for Nursing and Allied Health. The project will consist of reconfiguring classroom, lab and office spaces, refreshing public spaces, replacing skylights, upgrading building systems, and addressing accessibility requirements.

Personnel and Community Relations

2. Approval of the Contract Extension for President, Dr. Peter Grant Jordan (Res #. 2025-17)

President Jordan's current contract expired on August 31, 2024. The Board extended his contract through November 30, 2024 and then further extended his contract through December 31, 2024 due to the State University of New York (SUNY) now requiring a review of all presidential contracts. SUNY has completed their review and the Board will now act upon his reappointment and vote on his new contract at the December 10 Board meeting.

_____ offers the following resolution and moves its adoption:

WHEREAS, Dutchess Community College has submitted a new funding request for a capital project for CBI Interior Restack and Reprogramming - Design with a total estimated cost of \$1,975,000 to the SUNY Office for Capital Facilities, and

WHEREAS, upon approval by the SUNY Board of Trustees, the project will be submitted for inclusion in the State Budget as a new capital appropriation in the 2025-2026 budget cycle, and

WHEREAS, the State funds would cover the state share of 50% of this project, and

WHEREAS, the sponsor share of this capital project (\$987,500) would be bonded in accordance with SUNY funding policy and procedures for capital projects, and

WHEREAS, the project involves either (1) maintenance or repair involving no substantial changes in an existing structure or facility or (2) the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, now, therefore, be it

RESOLVED, It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 NYECL Section 0101 et seq., and its implementing regulations, Part 617 of 6 NYCRR, that this project is a "Type II" Action within the meaning of Section 617.5(c)(1) & (2) of 6 NYCRR, and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required, and be it further

RESOLVED, that the following capital project is hereby authorized and approved in the amount indicated below:

Project Name	Estimated Total Cost	State's Share (Appropriation)	Sponsor's Share
CBI Interior Restack and Reprogramming - Design	1,975,000.00	987,500.00	987,500.00

and, be it

FURTHER RESOLVED, that this resolution be forwarded to the Dutchess County Legislature for its consideration.

* * * * *

Seconded by _____

RESOLUTION NO. 2025-17

Board of Trustees, Dutchess Community College
December 10, 2024

_____ offers the following resolution and moves its adoption:

BE IT RESOLVED, that the Board of Trustees hereby reappoints Dr. Peter Grant Jordan to the position of President of Dutchess Community College with a contract covering the period September 1, 2024 through August 31, 2029, and be it

FURTHER RESOLVED, that his salary for fiscal year 2024-2025 shall be \$235,000.00

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Seconded by _____

EMPLOYMENT AGREEMENT BY AND BETWEEN
DUTCHESS COMMUNITY COLLEGE
AND
PETER GRANT JORDAN, ED.D.
FOR THE POSITION OF COLLEGE PRESIDENT

This employment agreement is made on this _____ day of December, 2024 in the County of Dutchess, State of New York, between the **Board of Trustees of Dutchess Community College**, and on behalf of Dutchess Community College (herein referred to as the “Board” and the “College” respectively), and **Peter Grant Jordan**, residing at 57 Pendell Road, Poughkeepsie, NY 12601 (herein referred to as the “President”).

Intending to be legally binding hereby, and subject to the provisions of Article 126 of the Education Law of the State of New York and its regulations, in consideration of the mutual covenants and promises of the parties hereto, the Board and the President covenant and agree as follows:

Responsibilities and Duties: The President, as Chief Executive Officer responsible to the Board, shall provide general educational leadership and promote the educational effectiveness of the institution in all aspects. The President shall have all of the applicable duties and responsibilities set forth in Education Law of the State of New York and as provided in the code of rules and regulations promulgated by and all directives of the State University of New York. By virtue of the position of President, he shall serve as a voting member of the Dutchess Community College Foundation Board of Directors. The President agrees to faithfully perform the duties of President to the best of his ability, and to devote his full and undivided attention to the College. Any professional duties unrelated to the business of the College, whether for compensation or voluntary, must be approved by the Chair of the Board of Trustees.

Manner of Performance of Duties: The President agrees that he will at all times faithfully, and to the best of his ability, experience, and talent, perform all of the duties that may be reasonably required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Board. Such duties shall be rendered at the College and at such other place or places as the Board shall in good faith require, or as interests, needs, business and opportunities of the Board shall require or make advisable, upon proper and reasonable notice.

Duration of Employment: The term of this Agreement shall commence September 1, 2024 and end August 31, 2029. It is agreed that, prior to August 31, 2029, the Board and the President will discuss a renewal of this Agreement. If either party fails to notify the other by August 31, 2028 that it will not be extending the contract, the contract term will be automatically extended for an additional one (1) year period, i.e. from September 1, 2029 through August 31, 2030.

Compensation and Reimbursement: The Board shall pay the President, and the President agrees

to accept from the Board, in full payment for the President's service under this Agreement the annual salary of \$235,000. The parties agree that increases in the President's annual salary will be based upon mutually agreed upon performance objectives, professional development, merit and other relevant factors such as changes in the cost of living, and will be at the sole discretion of the Board. Annually, the Board shall meet, evaluate and determine any increase to this compensation for coming years; and present findings or results to the President no later than 30 days prior to the end of each year. In addition to the foregoing, the Board agrees that it will promptly reimburse the President for any and all necessary, customary, and usual expenses incurred by him while traveling for, on behalf of, or in connection with the business of the Board/College.

Administrative Benefits Package: The President shall be entitled to the fringe benefits available to all administrative staff, with the exception of sabbatical leave, life insurance, payment for unused leave accruals and retiree health insurance. These include, but are not limited to active employee health insurance, dental insurance, contributions into his retirement plan, etc., as provided for in the Summary of Information Regarding Salaries and Fringe Benefits for Full-time Faculty and Full-time Administrative Staff. The Board additionally agrees to provide:

- **Car Allowance:** The President shall receive a car allowance of \$700 per month. The President will be responsible for the tax liability for receipt of such car allowance. The President shall not be entitled to reimbursement for mileage. However, he shall be eligible for reimbursement for tolls and/or parking for any business-related travel.
- **Life Insurance:** The College shall provide the President with a term life insurance policy with a death benefit of \$500,000, payable to the President's designated beneficiary.
- **Retiree Health Insurance:** The College shall provide the President with the option of participating in the College's health insurance plan in retirement, with the College assuming 70% of the cost of the premiums for individual coverage or 55% of the cost of the premiums for family coverage. The President shall not be permitted to add a dependent to the health insurance coverage after the effective date of his retirement from the College. To be eligible for retiree health insurance, the President must complete the term of the contract, i.e., August 31, 2029.
- **Unused Leave Time:** The President shall be eligible for a payout for all accrued and unused leave time (vacation, personal and sick leave) consistent with the College's practice for management, confidential/executive compensation plan employees. However, the President shall not be eligible for a payout of unused leave time if his employment is terminated for cause.
- **Retention Bonus:** Each December 1st of the contract, starting December 1, 2024, the President shall accrue an amount equal to 10% of his then current base salary, which shall be payable to the President in a single lump-sum payment upon his separation from service, provided that his employment with the College is not terminated for cause. In the event of death, such payment shall be made to the

President's estate. For the purpose of this clause, a termination due to disability as defined in the agreement shall not be considered cause.

- **President's House:** The President shall reside in the residence designated for the College's President (referenced hereafter as the "President's House") as a term and condition of his employment. The College shall be responsible for all reasonable upkeep and maintenance for the President's House, as determined by the College. The College shall be responsible for utilities, including electricity, gas, telephone, and water, as well as insurance for personal property used in the public areas of the President's House or otherwise used in service to the College. The College shall also maintain liability insurance on the President's House. It is the intent of the College that the President's House will be used for events and other matters of benefit to the College upon the completion of certain renovations. The understanding of the parties is that this benefit is tax-exempt to the President pursuant to Section 119 of the Internal Revenue Code. In the event that the IRS or some other taxation authority determines that the President will be imputed income for this housing benefit, the College will provide him with a payment to hold him harmless for the amount of such tax liability. The President will surrender possession when he ceases to be President of the College. The President shall have 30 days to vacate the President's House upon the conclusion of his service as President.
- **Indemnification Agreement:** The College agrees to defend and indemnify the President pursuant to the provisions of New York State Public Officers Law Section 18.

Contract Termination Without Cause: Either the President or the Board may terminate this Agreement without cause during the term of this Agreement by giving not less than six (6) months' written notice of intention to so terminate. In the event that the President's employment with the College is terminated by the College, without cause, the President shall be entitled to one (1) year's base salary or the base salary owed for the balance of the contract, whichever is less, as severance payment based upon his salary in effect at the time of the effective termination. The President shall not be entitled to a severance payment if he serves the full term of the contract, i.e., through August 31, 2029.

Termination on Happening of Certain Events: This Agreement shall terminate on the happening of any of the following events:

- Death of the President
- Disability of the President to perform his essential duties for a continuous period of six (6) months because of a physical or mental condition, with or without a reasonable accommodation, as reflected in the opinions of at least two out of three qualified physicians, one of whom has been selected by the President, one of whom has been selected by the College, and one of whom has been selected by the other two physicians jointly. Such incapacity shall not preclude the President from using

any sick leave credits or vacation time to which he is entitled.

- Voluntary resignation of the President
- Mutual agreement of both parties

Termination for Cause: The Board may terminate the President's employment under this Agreement at any time for cause. "Cause" shall be defined as: (a) gross neglect, gross negligence or willful malfeasance in the performance of the President's duties that harms the College; (b) commission of an intentionally dishonest or wrongful act in the performance of the President's duties that harms the College, or misappropriation of funds from the College; (c) criminal acts of moral turpitude or any other serious misconduct that harms the reputation or operation of, the College or its affiliates; (d) the willful violation of lawful directives from the College's Board of Trustees or its Chairman that is not cured, to the extent curable, within thirty (30) days following notice thereof, provided that the President will not be entitled to more than two (2) opportunities to cure; (e) material breach of fiduciary duty; or (f) the President's material breach of any provision of this Agreement that damages the College, after reasonable notice of such breach and an opportunity to remedy or cure such breach to the extent curable, within thirty (30) days following notice thereof.

Any controversy or claim arising under this clause shall be settled by confidential arbitration (with the appointment of a single arbitrator) administered by the American Arbitration Association under its Voluntary Arbitration Rules, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall pay its own attorney's fees, which the Arbitrator shall not have any authority to otherwise apportion or assign.

Termination or Resignation: Upon termination, whether for cause or without cause, or voluntary resignation, the College shall have no further obligations to the President except to pay any vested accrued benefits to the date of termination.

Physical Examination: The President shall have an annual comprehensive physical examination by a licensed physician. The expense of such examination shall be borne entirely by the Board to the extent not covered by individual health insurance. This requirement may be waived by the Chair of the Board. The physician will solely provide the College with his or her determination as to the President's fitness for duty.

Move-Out Expenses: Provided that the President fulfills the full term of this employment agreement, i.e., August 31, 2029, the College shall cover the moving cost for the President to move his personal property to his next residence, in accordance with the following procedure and cap:

- The President shall provide the College with three (3) quotes from movers. The College shall reimburse the President for the documented and reasonable cost of relocation expenses for the move of the President, up to an amount not to exceed \$5,000.

Emeritus Status: Provided that the President completes the full term of this employment contract, i.e., August 31, 2029, and separates from the College in good standing, he will be considered for emeritus status by the Board.

Confidentiality: The President agrees that during his tenure as President of the College and thereafter, he will not utilize or divulge any confidential information of the College learned by him during his tenure as President, for any purpose whatsoever, other than in connection with his duties as President of the College. As used herein, “confidential information of the College” shall mean all nonpublic information, whether or not labeled as such, concerning the College and the persons or entities associated therewith, including without limitation, the College’s faculty, administration, students, officers, Board members or donors of the College, unless required by statute, regulation, or legal process (provided that the President shall notify the College prior to any such required disclosure to allow the College to object to any such disclosure).

Notices: Any notice required or provided hereunder shall be deemed sufficient if it is in writing and sent by certified mail, return receipt required, and with electronic copies to email address at the following:

For the President: Dr. Peter Grant Jordan
 57 Pendell Road
 Poughkeepsie, NY 12601
 Email: peterjordan5731@gmail.com

For the Board: Board of Trustees
 Dutchess Community College
 53 Pendell Road
 Poughkeepsie, NY 12601

Either party shall promptly notify the other of any change in the above address or any change in the party to whom such notice shall be directed.

Laws of New York State Shall Govern: The parties agree that it is their intention and covenant that this Agreement and performance hereunder shall be construed in accordance with and under and pursuant to the laws of the State of New York. Any legal action brought hereunder shall be commenced in the Court of appropriate jurisdiction within the County of Dutchess.

Modifications: This Agreement constitutes the full and complete Agreement between the parties except as it may be modified by a signed subsequent written agreement between them, and shall not be subject to oral modification, nor shall parole evidence be admissible to establish any oral modification thereof.

Severability: If any provision of this Agreement shall be found to be unenforceable to any extent, the remaining provisions of this Agreement shall not be affected thereby and shall be enforceable, according to their terms, to the maximum extent permitted by law.

