

**VILLAGE OF RED HOOK
BOARD OF TRUSTEES WORKSHOP MEETING
VILLAGE HALL
JULY 27, 2026**

Present: Mayor Karen Smythe, Deputy Mayor Melkorka Kjarval, Trustee Frances Uku, Trustee Perry Allen, and Village Clerk Jennifer Cavanaugh

Absent: Trustee Craig Rothstein

Village Officials Present: Robert Flores (Village Engineer), Jiada Valenza (works with Village Engineer)

Mayor Smythe began the meeting at 6:30pm.

Mayor Smythe asked for a motion to accept the minutes from the July 13, 2026 Board of Trustees Special Workshop and July 13, 2026 Board of Trustees Meeting. Trustee Allen made the motion and it was seconded by Deputy Mayor Kjarval. All present in favor. Motion approved.

Mayor Smythe made a motion to add a letter of support for a Town of Red Hook grant (not related to Sawkill pedestrian bridge) to the agenda. The motion was seconded by Deputy Mayor Kjarval. All in favor. Motion approved.

Trustee Allen made a motion to add the topics of the Bard College tours and school field lighting to the agenda. The motion was seconded by Deputy Mayor Kjarval. All present in favor. Motion approved.

Mayor Smythe asked for a motion to accept the agenda as revised. Deputy Mayor Kjarval made the motion and it was seconded by Trustee Allen. All present in favor. Motion approved.

No public comment.

Robert Flores discussed the engineering report related to the proposed sewer system expansion, pending grant applications, and the Town's monetary contribution to the sewer expansion.

Mayor Smythe asked for a motion to authorize her to sign the contract to renew CloudPlan web service to the Village's ChargePoint EV charging ports. Deputy Mayor Kjarval made the motion and it was seconded by Trustee Allen. All present in favor. Motion approved.

RESOLUTION 39 – 2026

RESOLUTION TO ACCEPT THE SIDEWALK EASEMENT FROM HUGHES HOLDINGS OF DUTCHESS LLC

WHEREAS, Hughes Holdings of Dutchess LLC owns premises designated on the tax maps as Tax Grid No. 134801-6272-10-388518, commonly known as The Farmhouses (the "Property"); and

WHEREAS, Hughes Holdings of Dutchess LLC received site plan approval (the "Approval") for a development at the Property from the Planning Board of the Village of Red Hook (the "Planning Board") on November 13, 2025; and

WHEREAS, Hughes Holdings of Dutchess LLC proposes to grant the Village permanent easement for sidewalk access at the Property, as more fully set out in the easement documents entitled "Hughes Holdings Of Dutchess LLC Sidewalk Easement, which is attached as Exhibit A of this resolution; and

WHEREAS, the aforementioned easement has been approved by the Village Attorney and Village Engineer and has been duly recorded with the Dutchess County Clerk, thereby fulfilling the condition set forth by the Planning Board related to easements;

NOW, THEREFORE, LET IT BE RESOLVED, BY THE VILLAGE OF RED HOOK, AS FOLLOWS:

1. The easement offered by Hughes Holdings of Dutchess LLC shall be accepted by the Village, subject to the fulfillment of any further conditions outstanding in the approval granted by the Planning Board;
2. The Village Clerk shall send notification of this resolution to the Planning Board and to Hughes Holdings of Dutchess LLC;
3. The Mayor, Village Engineer, and Village Attorney may take all steps reasonable and necessary to implement the intent of this resolution.

EXHIBIT A – Proposed easements (attached)

Motion by: Deputy Mayor Kjarval

Seconded by: Trustee Allen

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

Mayor Smythe	☒ Aye	☐ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Deputy Mayor Kjarval	☒ Aye	☐ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Trustee Uku	☒ Aye	☐ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Trustee Allen	☒ Aye	☐ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Trustee Rothstein	☐ Aye	☐ Nay	☐ Abstain	☐ Recuse	☒ Absent/Excused
Vote Total	4				1
Result	Motion: Passed				

Trustees review the 'Village of Red Hook Cares' brochure prepared by Deputy Mayor Kjarval.

RESOLUTION 40 – 2026

RESOLUTION TO CONFIRM MEMBERS TO THE PEDESTRIAN ADVOCACY COMMITTEE

WHEREAS, the Pedestrian Advocacy Committee was duly formed by Resolution #30-2026; and

WHEREAS, the Village seeks to confirm members appointed by the mayor,

NOW, THEREFORE, BE IT RESOLVED THAT; the Village Board of Trustees hereby approves the following mayoral appointments to the Pedestrian Advocacy Committee each for a two-year term, ending April 3, 2028:

- Adam Aronson – Village resident, Fraleigh St.
- Patrick Grizzard – Village resident, Elizabeth St.
- Nevill Smythe – Village resident, Park Ave.
- Sara Croft – Village resident, Hamilton Dr.
- Chuck Acker – Village resident, W Market St.
- David Pearson – Village resident, Park Ave.

Deputy Mayor Melkorka Kjarval will serve as Board Liaison

Motion by: Trustee Allen

Seconded by: Trustee Uku

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

Mayor Smythe	☒ Aye	☐ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Deputy Mayor Kjarval	☒ Aye	☐ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Trustee Uku	☒ Aye	☐ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Trustee Allen	☒ Aye	☐ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Trustee Rothstein	☐ Aye	☐ Nay	☐ Abstain	☐ Recuse	☒ Absent/Excused
Vote Total	4				1
Result	Motion: Passed				

Mayor Smythe made a motion to adopt the Gender-Based Violence & the Workplace Policy (attached). The motion was seconded by Deputy Mayor Kjarval. All present in favor. Motion approved.

Mayor Smythe asked for a motion to authorize her to send a letter in support of the Town of Red Hook's grant application associated with the proposed Sawkill pedestrian bridge. Trustee Allen made the motion and it was seconded by Deputy Mayor Kjarval. All present in favor. Motion approved.

RESOLUTION 41 – 2026
RESOLUTION AUTHORIZING APPLICATION TO THENYS DEC URBAN &
COMMUNITY FORESTRY GRANT (ROUND 17)

WHEREAS, the New York State Department of Environmental Conservation is offering Round 17 of its Urban & Community Forestry grant program, which funds tree inventories, assessments, and community forest management plans; and

WHEREAS, this grant program is offered only periodically — the prior round (Round 16) was offered in 2023, approximately three years ago — so a comparable opportunity may not recur for several years; and

WHEREAS, the Village's most recent tree inventory dates to 2007, and an updated inventory and community forest management plan would support the sound, data-driven stewardship of the Village's public trees; and

WHEREAS, the Village Green Committee has recommended that the Village pursue this opportunity; and

WHEREAS, applications must be submitted through the New York State Statewide Financial System (SFS); and

WHEREAS, applications are due to the State by August 12, 2026, at 2:00 PM;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Red Hook as follows:

1. Authorization. The Board authorizes the submission of an application to the NYS DEC Urban & Community Forestry Grant, Round 17, for a tree inventory, assessment, and community forest management plan for the Village of Red Hook.
2. Preparation. The application shall be prepared by Trustee Uku with the assistance of the Village Green Committee.
3. Authorized Representative. The Board designates Mayor Smythe, as Chief Executive Officer and SFS Grants Administrator, the Village's authorized representative for this grant, and authorizes her to execute and submit the application.

4. Preparer Access. Mayor Smythe, as Grants Administrator, shall establish within the Statewide Financial System the preparer account and access necessary for Trustee Uku to prepare and upload the application materials, in sufficient time to meet the August 12, 2026 deadline.
5. No Match. No local match is required, and this Resolution commits no matching Village funds.
6. This Resolution shall take effect immediately.

Motion by: Trustee Allen

Seconded by: Trustee Uku

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

Mayor Smythe	☐ Aye	☒ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Deputy Mayor Kjarval	☐ Aye	☒ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Trustee Uku	☒ Aye	☐ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Trustee Allen	☒ Aye	☐ Nay	☐ Abstain	☐ Recuse	☐ Absent/Excused
Trustee Rothstein	☐ Aye	☐ Nay	☐ Abstain	☐ Recuse	☒ Absent/Excused
Vote Total	2	2			1
Result	Motion: Failed				

Mayor Smythe asked for a motion to approve the Audited Vouchers as presented by the Treasurer to be paid in the following amounts: General Fund \$41,811.12, Water Fund \$7,402.92, and Sewer Fund \$14,795.99. Deputy Mayor Kjarval made the motion and it was seconded by Trustee Allen. All present in favor. Motion approved.

Mayor Smythe asked for a motion to adjourn the July 27, 2026 Village Board Workshop Meeting at 8:41pm. Deputy Mayor Kjarval made the motion and it was seconded by Trustee Allen. All present in favor. Motion approved.

Respectfully Submitted,



Jennifer Cavanaugh, Clerk

HUGHES HOLDINGS OF DUTCHESS LLC
SIDEWALK EASEMENT

THIS EASEMENT, made this ____ day of ____, 2026, by and between Hughes Holdings of Dutchess LLC having an address at 16 Eastview Lane, Red Hook, New York 12571, (the “Grantor”) in favor of the **VILLAGE OF RED HOOK**, a municipal corporation having an office at Village Hall, 7467 South Broadway, Red Hook, New York 12571 (“Grantee”), collectively the “Parties”.

WITNESSETH:

WHEREAS, Grantor is the owner of premises located in the Village of Red Hook, County of Dutchess, State of New York, designated on the tax maps as Tax Grid No. 134801-6272-10-388518, which is more particularly described in a deed recorded in the Dutchess County Clerk’s Office on November 26, 2024, as Document #02 2024 53781, from The Inwood Foundation to Hughes Holdings of Dutchess LLC and is commonly known as “The Farmhouses at Red Hook”, (the “Property”); and

WHEREAS, Grantee desires a perpetual easement over a portion of the Property for public pedestrian use of a sidewalk; and

WHEREAS, the Parties desire to set forth the terms and conditions under which Grantor will grant, and Grantee will accept, a perpetual, non-exclusive sidewalk easement and public pedestrian access right over, upon, and across a portion of the Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grantor hereby grants unto Grantee, its successors and assigns, a perpetual, non-exclusive easement over, through, and across the portion of the Property depicted and described as the “Sidewalk Easement” on that certain “Easement Plan” prepared by Mark R. Graminski P.E. L.S. P.C., titled Easement Plan Sidewalk – Water Main – Sanitary Sewer Prepared For “The Farmhouses at Red Hook”/Hughes Holdings of Dutchess LLC, dated January 14, 2026, and has been filed in the office of the Dutchess County Clerk as FM No. _____ a reduced copy of which is attached as Exhibit “A” and the legal description of same is attached as Exhibit “B”, both of which are incorporated herein by reference (the “Easement Area”).
2. The easement is for the benefit of the public to permit pedestrian use of the sidewalks located in the Easement Area. The Easement Area shall be open and available to the general public for pedestrian access and use, including use by persons with disabilities, twenty-four (24) hours per day, seven (7) days per week, subject to temporary closures reasonably necessary for construction, maintenance, or public safety.
3. The easement rights herein shall run with the land and shall be in gross in favor of Grantee, its successors and assigns.
4. The Easement Area is limited to pedestrian use; motor vehicles are prohibited except for authorized emergency or service/maintenance vehicles.
5. Grantor shall, at its sole cost (except as otherwise required by applicable law), operate, inspect, maintain, repair, and replace the sidewalk within the Easement Area as reasonably necessary to ensure safe public use.

6. The Grantor and/or its affiliates, heirs, successors, and assigns shall be responsible for the maintenance of the Easement Area and all costs and/or expenses associated therewith. Said Easement Area must be maintained in a reasonably safe condition for the purposes described above, free from obstructions, and passable in all weather conditions, including reasonably free from snow and ice for the full width thereof. Snow and ice shall be removed within 24 hours after the end of a snowfall and between 9:00am and 5:00pm.
7. In the event Grantor fails to perform its repair or maintenance obligations as set forth in Paragraph 5 hereof, other than removal of snow and ice, Grantee reserves the right, after ten (10) day written notice to Grantor, to repair said sidewalk and notify the Village Clerk of the reasonable expense incurred by amount of labor equipment and materials used in said repair, provided that Grantor has failed to commence to perform such sidewalk repair prior to the expiration of the ten (10) day notice period. In the event Grantor shall fail to timely remove snow and ice as set forth in Paragraph 6 hereof, Grantee reserves the right, without further notice to Grantor, to remove the snow and ice and notify the Village Clerk, who shall promptly notify the Grantor of the cost of removal of snow and ice based on the Village fee schedule in writing. If the cost of said removal is not paid within ninety (90) days after notification, the cost thereof shall be assessed against the Property and added to the parcel's tax bill and shall become a lien thereon, collectible in the same manner as delinquent Village taxes. The Grantee shall have the right to enforce any provision of this Agreement by any proceeding at law or in equity against the Grantor, its agents, heirs, successors, or assigns, as well as the right to seek reimbursement of the costs of maintenance and/or enforcement, including any reasonable legal fees, costs, and disbursements incurred in connection with such a proceeding.
8. Grantor acknowledges that at all times it shall maintain insurance for any claim of loss or injury that shall occur as a result of any condition related to the sidewalk. Unless such occurrence of loss or injury is caused by Grantee, its contractors, agents, or servants, in the use, operation or repair of the sidewalk, Grantor shall indemnify, defend and hold Grantee harmless against any claims of loss or injury as set forth herein.
9. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public, nor shall anything contained in this Agreement be deemed to constitute a taking of any portion of the Property, as Grantor represents and warrants that it is voluntarily entering this Agreement.
10. Ownership of the Easement Area shall remain in all respects vested in Grantor and its successors, heirs, and/or assigns and the use and enjoyment of the Easement Area is retained in perpetuity by and for Grantor, its successors, heirs, and/or assigns, subject to the provisions of the Easement granted hereby.
11. All areas disturbed by Grantee, if any, by the exercise or the rights conferred and the easements granted under this Agreement shall be restored by Grantee, to the condition that existed prior to the disturbance.
12. Termination. This Agreement may be terminated by Grantor in the event that the sidewalk is removed or relocated by a governmental entity including but not limited to the New York State Department of Transportation due to road widening or other improvements.
13. Grantor shall not interfere with Grantee's use and enjoyment of the easement rights granted herein, and Grantee shall use reasonable efforts to minimize interference with Grantor's use of the Property.
14. Grantor hereby covenants that the Grantor is seized of the Property in fee simple and has good right to grant this Easement; shall not take any action which would materially prevent, impede or disturb the full use and intended purpose of this Easement by the Grantee; and shall execute

and deliver any further documents reasonably necessary to assure the Easement and rights granted herein to the Grantee.

15. This Easement shall be recorded, shall be deemed a covenant running with the lands affected hereby, and shall inure to the benefit of and be binding upon the Grantor, all subsequent owners, and their successors and assigns.
16. This Agreement shall be governed by the laws of the State of New York. Venue shall lie in a court of competent jurisdiction in Dutchess County, New York.
17. The rights granted herein shall not merge into any deed or other conveyance of the Property or any portion thereof to Grantee unless expressly stated.

IN WITNESS WHEREOF, the Grantor and Grantee has executed this Easement as of the date first herein above set forth.

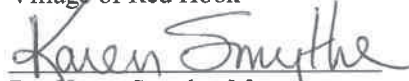
GRANTOR:

Hughes Holdings of Dutchess LLC

By: _____
Michele Hughes, Vice President

GRANTEE:

Village of Red Hook


By: Karen Smythe, Mayor

Acknowledgements on following page

ACKNOWLEDGEMENT

STATE OF NEW YORK)

COUNTY OF Dutchess) ss.:

On the 21 day of July in the year 2026 before me, the undersigned, personally appeared Michele Hughes, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual, executed the instrument.


NOTARY PUBLIC

JENNIFER S CAVANAUGH
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CA6442770
Qualified in Dutchess County
My Commission Expires 10-17-2026

STATE OF NEW YORK)

COUNTY OF _____) ss.:

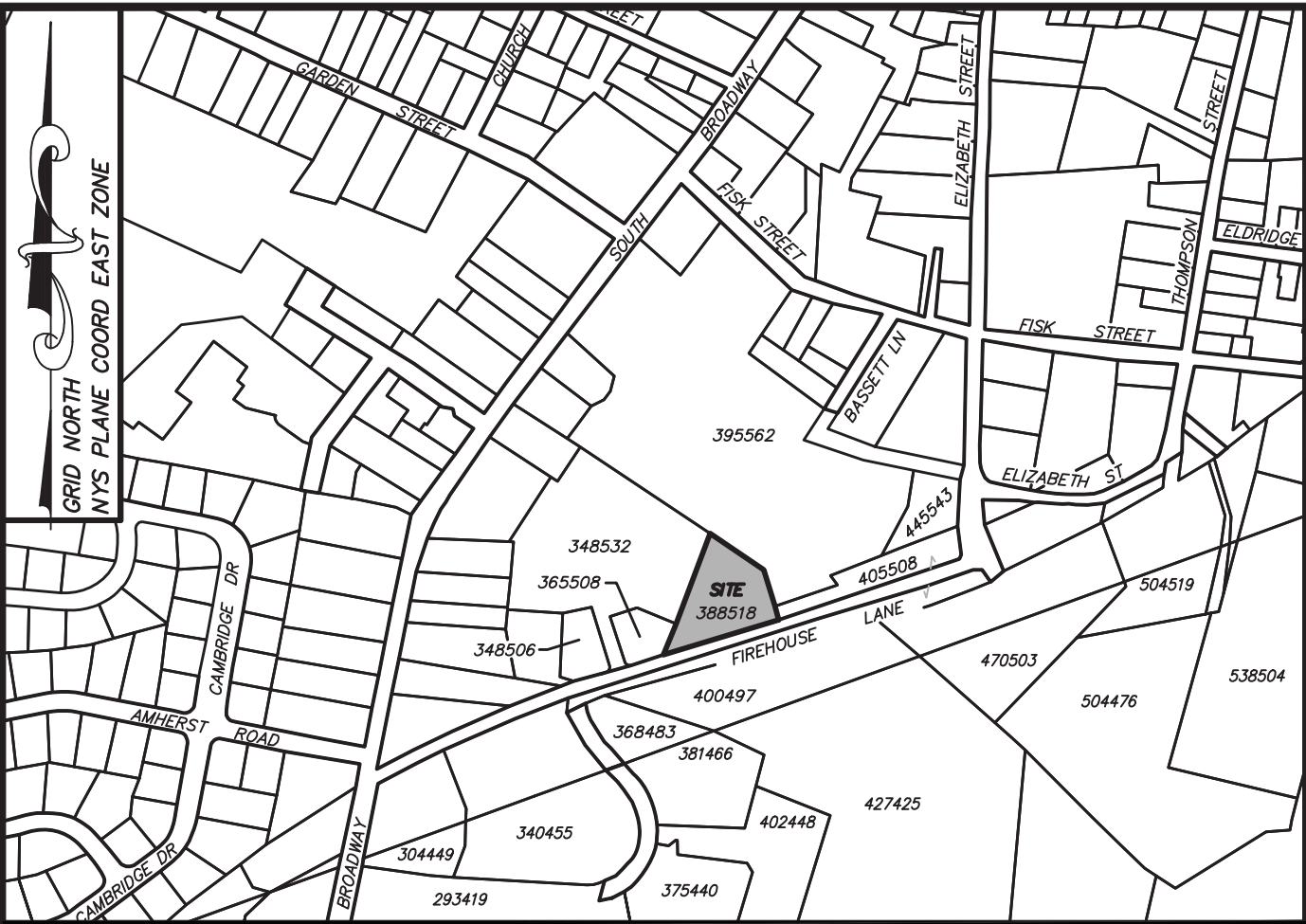
On the ____ day of ____ in the year 2026 before me, the undersigned, personally appeared Karen Smythe, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual, executed the instrument.

NOTARY PUBLIC

RECORD AND RETURN TO:

SCHEDULE A

[Map]



LOCATION and VICINITY MAP

SCALE 1"=500'

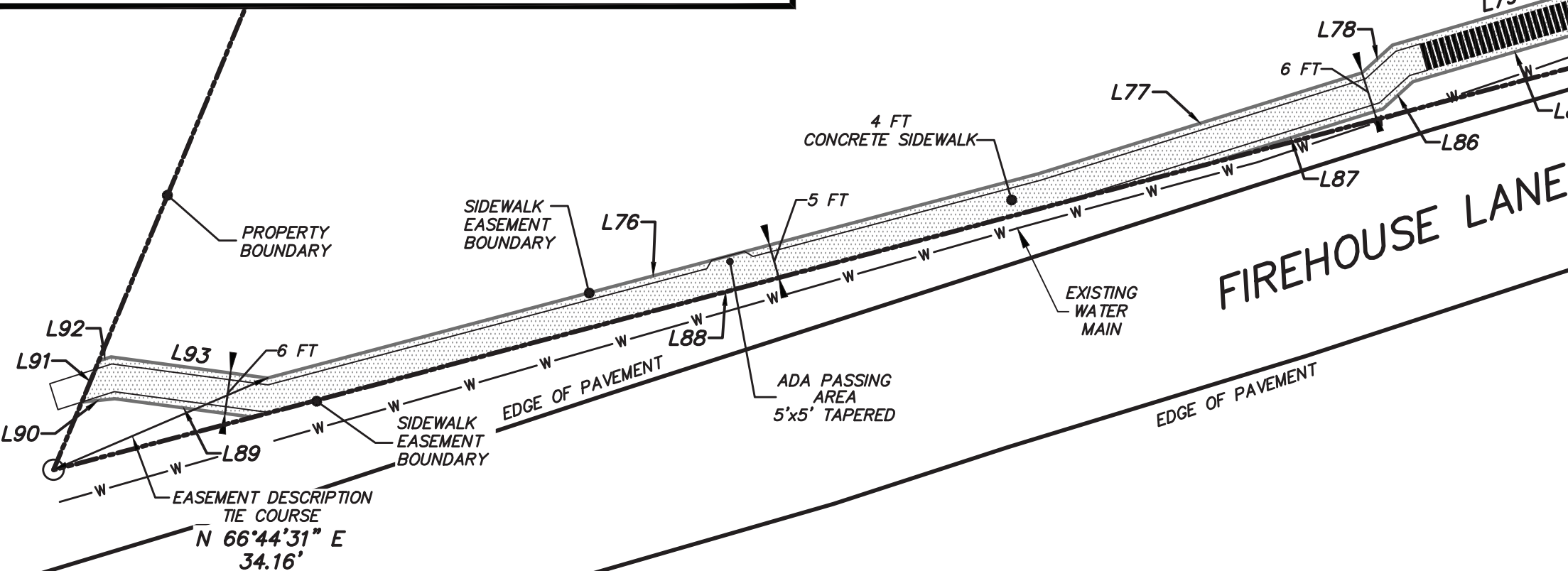
Parcel Line Table		
Line #	Length	Direction
L65	145.45	N74° 02' 17"E
L66	36.31	N74° 35' 58"E
L67	37.58	N71° 29' 21"E
L68	40.90	N71° 01' 36"E
L69	37.86	N72° 25' 22"E
L70	34.00	N69° 53' 49"E
L71	10.03	S15° 21' 12"E
L72	33.39	S69° 53' 49"W
L73	12.42	S72° 25' 22"W
L74	286.31	S75° 09' 18"W
L75	0.29	N22° 31' 38"E

EASEMENT DESCRIPTION
TIE COURSE
N 22°31'38" E
0.29'

NORTH PER F.M. 9373A

Parcel Line Table		
Line #	Length	Direction
L76	116.91	N75° 09' 31"E
L77	49.71	N72° 39' 23"E
L78	6.01	N47° 39' 15"E
L79	33.88	N73° 41' 58"E
L80	4.23	S80° 15' 18"E
L81	88.55	N72° 39' 23"E
L82	6.00	S15° 20' 59"E
L83	89.79	S72° 39' 23"W
L84	4.28	N80° 15' 18"W

Parcel Line Table		
Line #	Length	Direction
L85	31.11	S73° 41' 58"W
L86	5.95	S47° 39' 15"W
L87	28.27	S72° 39' 23"W
L88	143.54	S75° 09' 31"W
L89	20.38	N82° 20' 29"W
L90	4.88	S84° 09' 38"W
L91	6.55	N22° 31' 51"E
L92	1.90	N72° 20' 00"E
L93	23.15	S82° 20' 29"E



WATER MAIN EASEMENT PLAN

SCALE 1"=20'

PREPARED BY:
MARK R. GRAMINSKI P.E. L.S. P.C.
CONSULTING ENGINEER & LAND SURVEYOR
13 ELM STREET
RED HOOK, NEW YORK 12571
(845) 758-2342
FILE: 1758

SURVEY CERTIFICATION MARK R. GRAMINSKI
PE #66062 - LS #49578

I HEREBY CERTIFY THAT THE BOUNDARY LINES SHOWN ON THIS PLAN ARE A RESULT OF AN ACTUAL FIELD SURVEY PREPARED BY ME OR UNDER MY DIRECT SUPERVISION ON OR BEFORE THE DATE SHOWN HEREON.

MARK R. GRAMINSKI PE LS PC

SIDEWALK / UTILITY EASEMENT NOTE:

THE OWNER OF TAX GRID No. 134801-6272-10-388518 IS RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF THE SITE ACCESS, INDIVIDUAL DRIVEWAYS, SIDEWALKS, DRAINAGE INFRASTRUCTURE AND WATER SERVICES FROM THE CURB STOP AND BOX TO EACH APARTMENT. EASEMENT AREAS DEDICATED TO THE VILLAGE ARE SHOWN ON THIS PLAN FOR ACCESS AND MAINTENANCE OF THE WATER MAIN, CURB STOPS, SANITARY LATERALS, DUAL COMPARTMENT TANKS AND ANY OTHER COMPONENT OF THE WATER SUPPLY OR SANITARY COLLECTION SYSTEM SHOWN ON THIS PLAN OR REQUIRED IN THE FUTURE.

OWNERS CONSENT NOTE

THE UNDERSIGNED OWNERS OF THE PROPERTIES HEREON STATE THAT THEY ARE FAMILIAR WITH THIS MAP, ITS CONTENTS AND ITS LEGENDS, AND HEREBY CONSENT TO ALL SAID TERMS AND CONDITIONS AS STATED HEREON AND TO THE FILING OF THIS MAP WITH THE DUTCHESS CO. CLERK.

SIGNED THIS 14th DAY OF JANUARY 2026

HUGHES HOLDINGS OF DUTCHESS LLC
MARK R. GRAMINSKI PS LS PC AUTHORIZED AGENT

SIDEWALK EASEMENT PLAN

SCALE 1"=20'

Parcel Line Table		
Line #	Length	Direction
L1	25.33	S72° 39' 10"W
L2	8.68	N17° 20' 50"W
L3	4.41	N62° 20' 50"W
L4	71.05	N17° 20' 50"W
L5	69.14	N5° 09' 10"E
L6	98.17	N27° 39' 10"E
L7	15.10	N62° 20' 50"W
L8	10.04	N22° 31' 38"E
L9	85.63	S62° 20' 50"E
L10	140.36	S39° 50' 50"E
L11	32.50	S17° 20' 50"E
L12	4.41	S27° 39' 10"W
L13	8.52	S17° 20' 50"E

Parcel Line Table		
Line #	Length	Direction
L14	25.33	S72° 39' 10"W
L15	5.17	N17° 20' 50"W
L16	2.50	S72° 39' 10"W
L17	10.00	N17° 20' 50"W
L18	2.50	N72° 39' 10"E
L19	7.83	N17° 20' 50"W
L20	2.50	S72° 39' 10"W
L21	10.00	N17° 20' 50"W
L22	2.50	N72° 39' 10"E
L23	5.17	N17° 20' 50"W
L24	18.45	N72° 39' 10"E
L25	3.98	N17° 20' 50"W
L26	136.38	N39° 50' 50"W

Parcel Line Table		
Line #	Length	Direction
L27	30.89	N62° 20' 50"W
L28	12.08	S17° 20' 50"E
L29	5.17	N72° 39' 10"E
L30	25.33	S17° 20' 50"E
L31	5.17	S72° 39' 10"W
L32	2.50	S17° 20' 50"E
L33	10.00	S72° 39' 10"W
L34	2.50	N17° 20' 50"W
L35	5.17	S72° 39' 10"W
L36	25.33	N17° 20' 50"W
L37	5.17	N72° 39' 10"E
L38	22.08	N17° 20' 50"W
L39	12.61	N62° 20' 50"W

Parcel Line Table		
Line #	Length	Direction
L40	12.60	S27° 39' 10"W
L41	22.09	S17° 20' 50"E
L42	5.17	N72° 39' 10"E
L43	25.33	S17° 20' 50"E
L44	5.17	S72° 39' 10"W
L45	2.50	S17° 20' 50"E
L46	10.00	S72° 39' 10"W
L47	2.50	N17° 20' 50"W
L48	5.17	S72° 39' 10"W
L49	25.33	N17° 20' 50"W
L50	5.17	N72° 39' 10"E
L51	12.09	N17° 20' 50"W
L52	69.45	S27° 39' 10"W

Parcel Line Table		
Line #	Length	Direction
L53	65.17	S5° 09' 10"W
L54	42.53	S17° 20' 50"E
L55	18.45	N72° 39' 10"E
L56	5.17	S17° 20' 50"E
L57	2.50	N72° 39' 10"E
L58	10.00	S17° 20' 50"E
L59	2.50	S72° 39' 10"W
L60	7.83	S17° 20' 50"E
L61	2.50	N72° 39' 10"E
L62	10.00	S17° 20' 50"E
L63	2.50	S72° 39' 10"W
L64	5.33	S17° 20' 50"E

SANITARY SEWER EASEMENT PLAN

SCALE 1"=20'

DUTCHESS COUNTY DEPARTMENT OF HEALTH

THIS PLAN DOES NOT CONSTITUTE A REALTY SUBDIVISION AS DEFINED BY ARTICLE XI, TITLE II, SECTION 115 OF THE PUBLIC HEALTH LAW OF THE STATE OF NEW YORK, AND ARTICLE XI OF THE DUTCHESS COUNTY SANITARY CODE.

PERMISSION IS HEREBY GRANTED FOR THE FILING OF THIS MAP WITH THE CLERK DUTCHESS COUNTY. APPROVAL FOR ARRANGEMENTS FOR WATER SUPPLY AND/OR SEWAGE DISPOSAL IS NEITHER SOUGHT NOR GRANTED

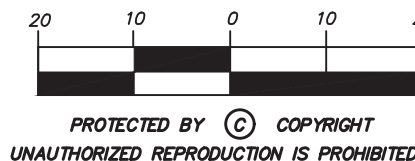
AUTHORIZED REPRESENTATIVE OF THE
COMMISSIONER OF HEALTH

EASEMENT PLAN
SIDEWALK - WATER MAIN - SANITARY SEWER
PREPARED FOR
"THE FARMHOUSES AT RED HOOK"
HUGHES HOLDINGS OF DUTCHESS LLC

FURTHER IDENTIFIED AS
LOT 3 - FILED MAP No. 9373A
TAX GRID No. 134801-6272-10-388518

VILLAGE OF RED HOOK
SCALE - 1"=20'

DUTCHESS COUNTY, NEW YORK
JANUARY 14, 2026



SCHEDULE B
[Legal Description]

SCHEDULE B – SIDEWALK EASEMENT DESCRIPTION – THE FARMHOUSES AT RED HOOK

All that parcel of land situate in the Village of Red Hook, County of Dutchess, and State of New York, as shown on a map entitled: **“EASEMENT PLAN – SIDEWALK-WATERMAIN-SANITARY SEWER – PREPARED FOR “THE FARMHOUSES AT RED HOOK” – HUGHES HOLDINGS OF DUTCHES LLC - FURTHER IDENTIFIED AS – LOT NO. 3-FILED MAP NO. 9373A - TAX GRID NO. 134801-6272-10-388518”, PREPARED BY MARK R. GRAMINSKI P.E. L.S. P.C., CONSULTING ENGINEER AND LAND SURVEYOR, DATED JANUARY 14, 2026** and filed in the Dutchess County Clerk’s Office as Filed Map No. XXXXX, and being more particularly bounded and described as follows:

Beginning at a point, said point being located on the northerly easement boundary and being distant N 66° 44' 31" E 34.16 feet from the southwesterly corner of Lot No. 3 - FILED MAP No. 9373A.

Thence along the boundary of said easement the following eighteen (18) courses and distances:

1. N 75° 09' 31" E 116.91 feet to a point,
2. N 72° 39' 23" E 49.71 feet to a point,
3. N 47° 39' 15" E 6.01 feet to a point,
4. N 73° 41' 58" E 33.88 feet to a point,
5. S 80° 15' 18" E 4.23 feet to a point,
6. N 72° 39' 23" E 88.55 feet to a point,
7. S 15° 20' 59" E 6.00 feet to a point,
8. S 72° 39' 23" W 89.79 feet to a point,
9. N 80° 15' 18" W 4.28 feet to a point,
10. S 73° 41' 58" W 31.11 feet to a point,
11. S 47° 39' 15" W 5.95 feet to a point,
12. S 72° 39' 23" W 28.27 feet to a point,
13. S 75° 09' 31" W 143.54 feet to a point,
14. N 82° 20' 29" W 20.38 feet to a point,
15. S 84° 09' 38" W 4.88 feet to a point,
16. N 22° 31' 51" E 6.55 feet to a point,
17. N 72° 20' 00" E 1.90 feet to a point,
18. S 82° 20' 29" E 23.15 feet to the point or place of beginning.

Subject to the rights of the public in and to the use of those portions of property which abut Firehouse Lane.

Subject to any easements or rights of way that may exist.

Subject to any conditions of FM No. 9373A

Village of Red Hook Gender-Based Violence and the Workplace Policy

Introduction

This policy is adapted from the New York State Model Policy on Gender-Based Violence and the Workplace issued by the Office for the Prevention of Domestic Violence (OPDV). The Village of Red Hook adopts this model to respond effectively to employees' needs as victims of domestic and gender-based violence, promote workplace safety, and fulfill its obligations under New York State law. The Village will use this policy to guide its practices while tailoring it to municipal operations, collective bargaining agreements, civil service rules, and local needs.

I. Policy Statement

Domestic violence and other forms of gender-based violence permeate the lives of New Yorkers and impact the workplace, regardless of where incidents occur. These issues can compromise the safety of victims, co-workers, and the public while leading to lost productivity, increased costs, absenteeism, and turnover. The Village of Red Hook has both a moral and legal obligation to support employees experiencing victimization.

The Village recognizes that domestic and gender-based violence occurs across a wide spectrum of relationships. The Village will take every appropriate measure to prevent and address such violence as it impacts the workplace, while respecting victims' rights to self-determination. Responses will be survivor-centered, trauma-informed, and culturally responsive. All valid orders of protection shall be enforced, and this policy applies to all victims of gender-based violence regardless of where incidents occurred.

To the fullest extent possible, and without violating existing rules, regulations, statutes, contractual obligations, or collective bargaining agreements, the Village designates and directs appropriate management, supervisory, and human resources staff to implement this Gender-Based Violence and the Workplace Policy covering:

1. Village responsibilities;
2. Definitions;
3. Persons covered by the Policy;
4. Non-discrimination and Responsive Personnel Policies for Employees who are victims of domestic and gender-based violence;
5. Non-Retaliation Policy;
6. Workplace Safety Plans;
7. Accountability for Employees who perpetrate domestic or gender-based violence;
8. Training;

9. Data Collection and Reporting;
10. Violations of Policy.

II. Definitions

- **Domestic Violence:** A pattern of coercive behavior, including acts or threatened acts, that is used by a perpetrator to gain power and control over a victim, as defined in New York State Social Service Law §459-a, including, but not limited to physical, sexual, psychological, economic, and/or emotional abuse; or the threat of any/all of the aforementioned acts.
- **Domestic Violence Agency Liaison (DVAL):** A designated Village employee(s) who has been trained by the Office for the Prevention of Domestic Violence (OPDV) to assist victimized employees; who ensure Village compliance with the Gender-Based Violence and the Workplace Policy; and who serves as the primary contact for OPDV.
- **Gender-Based Violence:** Violence or threats that happen because of someone's sex, gender, sexual orientation, gender identity or expression, or other related characteristics. Gender-based violence is an umbrella term that includes domestic violence, sex-based discrimination, sexual harassment, sexual assault, and sexual violence, and can also include stalking or human trafficking.
- **Order of Protection (OP):** An order issued by any court to limit the behavior of someone who harms or threatens to harm another person. Orders of protection may direct the offending party not to injure, threaten, or harass the victim, their family, or any other person(s) listed in the order and may include, but are not limited to ordering him/her/them to stay away from the home, school, business, or place of employment of the victim; vacate a shared residence; abide by any active orders of custody and visitation; and surrender any firearms.
- **Perpetrator:** A person who commits or threatens to commit coercive or violence acts, which may include, but is not limited to, physical, psychological, sexual, economic, and/or emotional abuse against a victim.
- **Sexual Harassment:** Consistent with the New York State Human Rights Law, unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:
 - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
 - Such conduct is made either explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.
- **Victim of domestic violence (New York State Social Services Law § 459-a):**
 - a. Any person over the age of sixteen, any married person, or any parent accompanied by his or her minor child or children in situations in which such person or such person's child is a victim of an act which would constitute a violation of the penal law, including, but not limited to, acts constituting disorderly conduct, harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, kidnapping, assault, attempted assault, attempted murder, criminal obstruction of breathing or blood circulation, or strangulation, identity theft, grand larceny, or coercion; and
 - 1. Such act or acts have resulted in actual physical or emotional injury or have created a substantial risk of physical or emotional harm to such person or such person's child; and
 - 2. Such act or acts are or are alleged to have been committed by a family or household member.
 - b. "Family or household members" mean the following individuals:
 - 1. persons related by consanguinity or affinity (blood or a person's relation to blood relatives of their spouse);
 - 2. persons legally married to one another;
 - 3. persons formerly married to one another regardless of whether they still reside in the same household;
 - 4. persons who have a child in common regardless of whether such persons are married or have married or have lived together at any time;
 - 5. unrelated persons who are continually or at regular intervals living in the same household or who in the past continually or at regular intervals lived in the same household;
 - 6. persons who are not related by consanguinity or affinity and who are or have been in an intimate relationship regardless of whether such persons have lived together at any time. Factors that may be considered in determining whether a relationship is an "intimate relationship" include, but are not limited to: the nature or type of relationship, regardless of whether the relationship is sexual in nature; the frequency of interaction between the persons; and the duration of the relationship. Neither a casual acquaintance nor ordinary

- fraternization between two individuals in business or social contexts shall be deemed to constitute an “intimate relationship”; or
7. any other category of individuals deemed to be a victim of domestic violence as defined by the Office of Children and Family Services in regulation.
 - c. “Parent” means a natural or adoptive parent or any individual lawfully charged with a minor child’s care or custody.
- **Workplace:** Any permanent or temporary location away from an employee’s domicile where an employee performs work-related duties for the Village.

III. Persons Covered by this Policy

This policy extends to all full-time, part-time, and temporary employees, volunteers, and interns of the Village of Red Hook. Whenever possible, it shall also extend to consultants, contractors, and other on-site providers.

IV. Statement of Confidentiality

The Village recognizes and respects employees’ right to privacy. All information about victimization shall be kept confidential to the extent permitted by law without the employee’s written informed consent, unless disclosure is necessary to prevent substantial risk of imminent danger. In such cases, the employee will receive notice, and information will be shared only with those necessary for safety, on a limited basis. Recipients may be required to sign confidentiality acknowledgments.

V. Village Responsibilities

- a. The Village shall:
 1. Designate at least one employee as the Domestic Violence Agency Liaison (DVAL), preferably with relevant experience (not an EAP Coordinator).
 2. Communicate current DVAL contact information to OPDV at workplace@opdv.ny.gov and update within two weeks of any changes.
 3. Increase employee awareness of domestic and gender-based violence, available resources, and potential disciplinary consequences for retaliation or perpetration.
 4. Distribute this policy to all new employees and annually to all employees.
 5. Provide detailed explanations of rights during new employee orientation.
 6. Post information (including hotline numbers: 1-800-942-6906 and text/chat 1-844-997-2121, DVAL contacts, EAP, etc.) in accessible locations such as employee areas, restrooms, and break rooms.

7. Offer referrals to the DVAL, EAP, NYS Domestic and Sexual Violence Hotline, and local programs upon disclosure or suspicion.
 8. Consider awareness activities such as supply drives, discussions, or presentations.
- b. Domestic Violence Agency Liaisons (DVALs) shall:
1. Ensure agency-wide implementation of, and compliance with, this Gender-Based Violence and the Workplace policy.
 2. Ensure victimized employees are aware of and understand this policy and their rights.
 3. Upon notification that an employee is a victim of domestic or gender-based violence, the DVAL must provide the employee with confidential support services, including referrals to:
 - i. EAP,
 - ii. The NYS Domestic and Sexual Violence Hotline (or the statewide hotline for workplace sexual harassment, as may be appropriate), and
 - iii. any local programs serving victims of domestic and sexual violence.
 4. Ensure that the victimized employee is informed of all possible options available to them, such as the use of alternative scheduling or a change in work location and assisting the employee in identifying the best use of attendance and leave benefits.
 5. Ensure that the victimized employee is aware of and receiving any necessary accommodations as outlined in section VII of this policy.
 6. Ensure that all employees receive a copy of this policy annually and regularly receive information about how to contact the DVALs and what supportive services are offered by the agency.
 7. Conduct basic workplace safety strategizing with victimized employees.
 8. Serve as the primary contact for OPDV, including reporting bi-annual data.
- c. Human Resources / Village Mayor / Designated Staff shall:
1. The Mayor shall ensure that the Village establishes a workplace culture that is safe and supportive for anyone who has experienced domestic or gender-based violence by communicating that information and

resources are available to victims and that abusive behavior by any employee will not be tolerated.

2. Human Resources shall ensure that all employees who are required to attend training from OPDV pursuant to the policy complete the required training.
3. Human Resources shall ensure that employees shall receive a copy of this policy upon hire as well annually. This shall also include information about how to contact the DVALs and what supportive services are offered by the agency.
4. Human Resources shall ensure that any employee who discloses being a victim of domestic or gender-based violence is aware of and receiving any necessary accommodations and shall consult with Village leadership and Counsel, and OPDV Counsel as appropriate, to address complex cases.
5. Human Resources shall assist supervisors and the Village Mayor to ensure that all employees who violate this policy are held accountable.

d. Supervisors:

1. Supervisors shall ensure that any employee who discloses being a victim of domestic or gender-based violence is aware of this policy and understands this policy and their rights, including the right to request accommodations or time off as discussed below.
2. If any employee discloses being a victim of domestic or gender-based violence, or if the supervisor suspects that the employee may be a victim of domestic or gender-based violence, the Supervisor must refer the employee to:
 - i. The agency DVAL,
 - ii. EAP,
 - iii. The NYS Domestic and Sexual Violence Hotline (or the statewide hotline for workplace sexual harassment, as may be appropriate), and
 - iv. any local programs serving victims of domestic and sexual violence.
3. There is no mandatory reporting of domestic or gender-based violence, unless it may constitute sexual harassment as defined above.

VI. Non-discrimination and Responsive Personnel Policies

All policies shall be trauma-informed, survivor-centered, and culturally responsive. Victims of domestic violence are a protected class under the New York State Human Rights Law. The Village will not discriminate in hiring, termination, compensation, or

terms of employment based on status as a victim of domestic violence. Reasonable accommodations and leave (including use of sick leave or leave without pay) shall be provided for safety-related needs as outlined in the Model Policy (Labor Law § 196-b(4) and related provisions). Performance issues linked to victimization will be addressed supportively, with referrals and accommodations exhausted before discipline. Health insurance continuation and other benefits shall be maintained where required. The Village's sexual harassment and discrimination policies complement this policy.

VII. Non-Retaliation Policy

The Village shall not retaliate against any employee who discloses victimization, seeks accommodations, or reports incidents. Retaliation by anyone will not be tolerated and may result in disciplinary action.

VIII. Workplace Safety Plans

The Village maintains workplace violence prevention procedures. Employees are encouraged to inform the DVAL of active Orders of Protection. The Village will enforce such orders and collaborate on personalized safety plans (e.g., security protocols, scheduling adjustments, escorts, parking changes, etc.). Copies of Orders of Protection will be kept confidential and separate from personnel files.

IX. Accountability for Employees who Perpetrate Acts of Domestic or Gender-Based Violence

The Village will hold accountable any employee who uses Village resources, time, authority, or facilities to commit or facilitate gender-based violence. Disciplinary actions may include administrative leave, reassignment, mandated programs, or termination, consistent with collective bargaining agreements, civil service rules, and law. Referrals to accountability programs will be made where appropriate. Reports of such conduct may be made to HR, the Village Mayor, or external authorities as needed.

X. Training

The Village will ensure DVALs, HR, supervisors, and (where feasible) all employees receive OPDV-provided training on Gender-Based Violence and the Workplace on an annual or as-required basis.

XI. Data Collection and Reporting

The DVAL and HR shall maintain and report aggregate data to OPDV bi-annually (no personally identifying information), including incidents, referrals, orders of protection reported, etc.

XII. Violations of Policy

Any employee who believes this policy has been violated may report to the DVAL, Human Resources, the Village Mayor, or through applicable discrimination complaint procedures. All complaints will be investigated promptly and confidentially to the extent possible. Violations may result in disciplinary action up to and including termination.

This policy shall be reviewed periodically and updated as needed to remain consistent with State law and best practices. Employees with questions should contact the DVAL or Human Resources.

Adoption

Adopted by the Village Board of the Village of Red Hook on July 27, 2026.