
The Dutchess County Bar Association

THE ADVOCATE



President's Message

Dear Colleague:

As you may be aware, the Dutchess County Bar Association is in the process of reorganizing. The former Executive Director resigned at the end of December 2025, and we are looking at this change in staffing as an opportunity for a fresh start for the DCBA.

In addition, the DCBA is pleased to announce that we recently hired Jamie Cannizarro as our new Executive Director. We have an active Executive Committee including immediate Past President Jaime Giannetta, President Elect Danielle Fenichel, Vice President Michael Treybich, Treasurer Christopher Coleman, Assistant Treasurer Christopher Montalto, and Secretary Dylan Harris. The Executive Committee has been meeting weekly to chart a new path forward for the DCBA.

The first CLE we are targeting under new leadership will be an in-person training on new courtroom technology hosted by the Division of Court Modernization at the Dutchess County Supreme Courthouse on April 15, 2026. Registrations details will be forthcoming. This CLE will be offered free of charge.

We are also planning on offering some exciting new CLE's in the coming months including seminars on Artificial Intelligence and Cyber Security. Please look for correspondence from us in the coming months including calls for articles for The Advocate, surveys, CLE's and other announcements.

Lastly, please note that this letter is not being sent out exclusively to current members only. If you are not a current member, I'm inviting you to join the DCBA. If you are a former member, I ask you to consider rejoining the Dutchess County Bar Association. If you are a current member, I'm asking you to consider a sustaining membership.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Carl S. Chu".

Carl S. Chu, Esq. President, Dutchess County Bar Association

**In this newsletter
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Meaning
By Michael Treybich,
Esq.

Career Opportunities

Call for Contributions



Meet Our Executive Director

The Dutchess County Bar Association is pleased to welcome Jamie Cannizzaro as its new Executive Director.

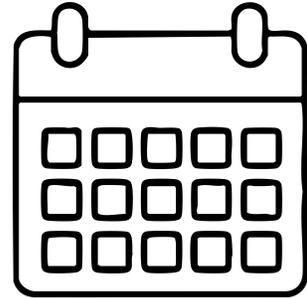
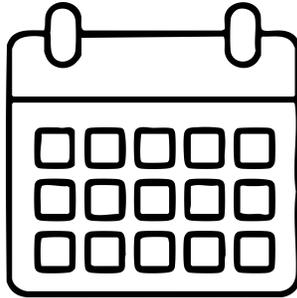
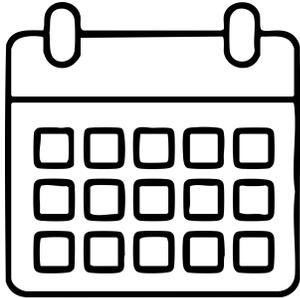
Jamie brings more than 11 years of experience in medical credentialing, where she worked closely with healthcare professionals and organizations to ensure compliance with professional standards and regulatory requirements. Through this work, she developed strong skills in organizational administration, communication and member-focused service.

She holds a bachelor's degree in communications and public Relations from Marist College. Jamie is excited to bring her background in professional services and relationship-building to the Bar Association and looks forward to supporting its members, strengthening programs and helping foster a vibrant and connected legal community in Dutchess County.

Outside of work, Jamie enjoys spending time with family and friends. She looks forward to getting to know the members of the Dutchess County Bar Association and working together to continue building a strong and supportive professional community.

Members are encouraged to contact Jamie via email at director@dutchesscountybar.org or by phone at (845) 473-2488 with any questions about membership, programs, or getting involved with the Association.

Upcoming CLE and Events



April 15: New Courthouse Technology (In-Person at the Dutchess County Court House 12-2pm)

Join us in person to explore how technology is shaping the future of our courts. Presented by the Division of Court Modernization.

Be sure to save the date!

Registration details to follow by email.

Career Opportunities

Assistant Public Defender – Criminal Unit

Dutchess County Public Defender's Office
Poughkeepsie, NY

Salary: \$91,749–\$101,096 (2026), commensurate with experience

Permanent position representing indigent defendants at all stages of criminal proceedings, from arrest through appeal. Includes case preparation, courtroom advocacy and collaboration on legal strategy.

Responsibilities:

- Represent clients throughout proceedings
- Prepare motions, pleadings, and appeals
- Confer with courts, Counsel and law enforcement
- Assist in investigation and case preparation

Qualifications:

- Admission to practice law in New York State

Apply:

- Send cover letter and resume to Alexander Rosen, Esq. Chief Asst. Public Defender
- 45 Market Street Poughkeepsie, NY 12601
- arosen@dutchessny.gov

FINGERPRINTING:

A fingerprint supported background investigation is required before an appointment is made to some positions. Pursuant to New York State Executive Law, the Division of Criminal Justice Services requires that a fee accompany each such request for a search. It is due once a job offer is made and accepted by the applicant.

Senior Assistant Public Defender – Criminal Unit

Dutchess County Public Defender's Office
Poughkeepsie, NY

Salary: \$113,365–\$124,885 (2026), commensurate with experience

Senior-level position representing indigent clients in Criminal and Family Court under the supervision of a Bureau Chief. Responsibilities include full case management through trial, advising clients at all stages of proceedings, and initiating legal actions necessary to protect clients' rights. Work involves investigation, case preparation, motion practice and appellate matters, with significant independence in legal strategy.

Responsibilities:

- Manage cases through trial
- Prepare motions, briefs and appeals
- Conduct legal research and analysis
- Advocate in court proceedings

Qualifications:

- Admission to practice law in New York State
- 3 years minimum handling criminal court matters
- Strong knowledge of criminal law, court procedures, and trial practice

Additional:

Some evening or extended hours may be required

Apply:

- Send cover letter and resume to Alexander Rosen, Esq. Chief Asst. Public Defender
 - 45 Market Street Poughkeepsie, NY 12601
 - arosen@dutchessny.gov
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Career Opportunities

Assistant Public Defender – Family Court Unit

Dutchess County Public Defender's Office

Poughkeepsie, NY

Salary: \$89,292–\$98,390 (2025), commensurate with experience

Full-time position representing indigent clients in Family Court, with a focus on Child Abuse and Neglect matters. Includes advocacy at all stages of proceedings and work involving Child Protective Services.

Responsibilities:

- Represent clients throughout Family Court proceedings
- Handle Child Abuse and Neglect cases
- Advise clients in interactions with Child Protective Services
- Assist in case investigation, preparation and appeals

Qualifications:

- Admission to practice law in New York State

Apply:

- Send cover letter and resume to Eric Knapp, Esq. Chief Assistant Public Defender
- 45 Market Street Poughkeepsie, NY 12601
- eknapp@dutchessny.gov

FINGERPRINTING:

A fingerprint supported background investigation is required before an appointment is made to some positions. Pursuant to New York State Executive Law, the Division of Criminal Justice Services requires that a fee accompany each such request for a search. It is due once a job offer is made and accepted by the applicant.

Senior Assistant Public Defender – Family Court Unit

Dutchess County Public Defender's Office

Poughkeepsie, NY

Salary: \$110,330–\$121,542 (2025), commensurate with experience

Senior-level position representing indigent clients in Family Court at all stages of proceedings.

Responsibilities include case management, legal advocacy and assisting the Public Defender with investigation, preparation, and appeals in family law matters.

Responsibilities:

- Represent and counsel clients throughout Family Court proceedings
- Initiate legal actions to protect clients' rights
- Prepare pleadings, motions, appeals and related correspondence
- Confer with opposing counsel, experts and social service agencies
- Assist in case investigation, preparation and appellate work

Qualifications:

- Admission to practice law in New York State
- Minimum 3 years' experience handling Family Court matters
- Strong knowledge of family law, court procedures, and rules of evidence
- Demonstrated legal writing, analysis and courtroom skills

Apply:

- Send cover letter and resume to Eric Knapp, Esq. Chief Assistant Public Defender
 - 45 Market Street Poughkeepsie, NY 12601
 - eknapp@dutchessny.gov
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THE PRACTICE PAGE

RECENT STATUTORY AMENDMENTS

Hon. Mark C. Dillon *

This is an annual column, addressing new or amended statutes and rules that affect practitioners in New York, as well as vetoed legislation. In particular, the practicing bar should be aware of amendments to CPLR 1007 and 2106 that have been signed into law.

CPLR 1007

A significant amendment of CPLR 1007 becomes effective on April 18, 2026 (S8071, A8728). The amended statute requires that going forward, third party actions be commenced within 90 days of the defendant/third party plaintiff's answer where the claim is contractual or within 90 days from becoming aware that the impleaded party may be liable; second third party actions must be commenced within 45 days of those events; third third party actions within 30 days; and any successive impleaders within 20 days (CPLR 1007[b][1-4]). The purpose of the amendment is to control litigation delays. Service upon all such impleaded parties is to be accomplished within 20 days of filing (CPLR 1007[a]), which is different than the general 120-day service of process rule of CPLR 306-b. Court orders are required for any time extensions for impleaders that would exceed 30 days from the statutory deadlines (CPLR 1007[b][5]). No third party action may be commenced after the filing of a note of issue in the primary action. If the post-note rule is violated, the third party action "shall" be severed or dismissed without prejudice (CPLR 1007[c]). Exceptions in the amended law are limited to grave injury cases under the workers' compensation law (CPLR 1007[d]).

The math of the amended CPLR 1007 is clear where there is a contractual relationship between the third parties, unless, perhaps, if the existence of a contractual relationship is an issue in and of itself. In tort, the identity of third parties is sometimes not revealed until some discovery has been conducted. The amended statute provides the tort bar with some flexibility, to implead within 90 days from when the defendant "becomes aware" that a target third party defendant is or may be liable for all or part of the plaintiff's claim. "Becomes aware" sounds like actual notice rather than the constructive variety, and pinpointing the date of awareness, with or without discovery, might provide fodder for future litigation in determining whether impleaders are timely brought in given instances.

CPLR 2106

For the third time in as many years, CPLR 2106 has been amended to expand the circumstances under which witnesses may now use affirmations in lieu of affidavits. Each successive amendment was necessitated to address ambiguities in the prior version. The latest version of CPLR 2106, effective

November 21, 2025, itemizes the circumstances where the affirmation procedure may be used, such as in executing responses to notices to admit, answers to interrogatories, verifying pleadings and bills of particular, and to remove any further doubt, “any other sworn statement.” Certificates qualify as well, presumably including but not necessarily limited to those required for the admissibility of hospital and municipal records under CPLR 4518(c), and attorney certificates in certain actions subject to CPLR 3012-a and 3012-b.

The latest version of CPLR 2106 notes certain exceptions where affidavit procedures are still required. For instance, the statute still requires that persons swear to the truth of their statements at depositions, in taking oaths of office, and whenever an oath is required to be taken before a specified person. Moreover, the DRL controls over CPLR 2106 whenever matrimonial agreements are required to be acknowledged in the same form as a deed.

Still unclear is how the courts and the bar should treat witness’s corrections to deposition transcripts (CPLR 3116[a]). While the newest version of CPLR 2106 permits affirmations in lieu of “any other sworn statement,” deposition corrections are an extension of the deposition itself where the witness’s testimony was taken under oath before a notarial stenographer. It is recommended that out of an abundance of caution, practitioners continue using affidavits to correct deposition transcripts, subject to future legislative or decisional guidance.

The language of the statute is limited to “an action in New York.” By its terms, the language applies only to state litigations. Therefore, for non-litigation matters such as banking transactions, college applications, or good character recommendations required by the character and fitness committee for the admission of new attorneys to the bar, affidavits may continue to be required.

GUBERNATORIAL VETOES

Governor Hochul vetoed at least four pieces of legislation during the third week of December, 2025, which would have notably affected New York litigations. One was her fourth veto of the Grieving Families Act for EPTL 5-4.3 (S4423, A6063) which, if signed, would have expanded compensable damages for wrongful death to include the “grief and suffering” of the decedent’s “close family members,” as defined, and with certain exceptions. EPTL 5-4.1 would have also been amended to extend the statute of limitations for wrongful death claims by an additional year. The governor’s veto message cited concerns about insurance premiums and increased stress on healthcare systems.

The Governor vetoed a proposed amendment to CPLR 1405 (S5170, A3351) which, if signed, would have permitted plaintiffs to directly recover damages from third party defendants liable for contribution or indemnity, if the judgment is not collectible from the direct defendant within 30 days from its service on the defendant. The amended legislation included certain narrow exceptions. Had the amendment been signed, plaintiffs would have been able to secure recoveries from parties they had never sued, and for whom there is perhaps no privity, which is part of the reason for the governor’s veto of the bill.

The governor likewise vetoed an amendment to CPLR 5003-c (S8185, A8706). Had it been signed, the settlement of any tort claim within 30 days of the underlying occurrence would be voidable at the option of the claimant-releaser. The legislative intent was to prevent high-pressure or other unfair

settlement practices before claimants have sufficient opportunity to consult counsel or to fully consider their options.

Finally, Governor Hochul “tabled” the enactment of a new CPLR 301-a (S8186, A8303), which effectively killed it with the legislature in recess at the time. The legislative amendment would have recognized the state’s general jurisdiction over out-of-state entities which register to do business in New York. Similar proposed legislation has been vetoed on two earlier occasions. Had the legislation been signed, out-of-state corporations would have been subject to suit in New York for causes of actions with or without any particular connection to the state. Governor Hochul vetoed the bill in the belief that the amendment would be bad for attracting businesses into New York.

*Mark C. Dillon is a Justice of the Appellate Division, 2nd Dep’t., an Adjunct Professor of New York Practice at Fordham Law School, and a contributing author to the CPLR Practice Commentaries in McKinney’s.

The Importance of Drafting using Words with Particular Meaning (Or the Consequences of an Ambiguous Insurance Exclusion)

By: Michael Treybich, Esq.

The words we use as lawyers to communicate are important.

This is more so when we draft a contract, and as any litigator could tell you, using unambiguous words – those with a particular, defined meaning is essential as it prevents misunderstandings that can arise from vague or subjective language.

Once a dispute arises, of course, it is likely too late to change the terms of a contract, and the Courts will be called upon to determine what the ambiguous language means within the four corners of the document(s) which make up that contract.

One of the most ubiquitous types of contract is the insurance policy, which is practically a necessity to being in business in the modern age.

Not all insurance policies are the same, and they vary within types (automobile, liability, professional liability, umbrella, excess, etc.) as well as amongst insurers.

What insurance policies across insurers do have in common, is that the insurer is always the drafter, which in turn has drastic impacts on the interpretation of any ambiguity in a policy of insurance.

Specifically, the Court of Appeals has directed that “to negate coverage by virtue of an exclusion, an insurer must establish that the exclusion is stated in clear and unmistakable language, is subject to no other reasonable interpretation, and applies in the particular case. It follows that policy exclusions are given a strict and narrow construction, with any ambiguity resolved against the insurer.”¹

Recently, I had the opportunity to bring an interesting claim against an insurer that had disclaimed coverage in 2014, which disclaimer resulted in a significant judgment against its insureds in the Supreme Court, Ulster County. Generally speaking, pursuant to the New York Insurance Law, an injured party may have a private right of action against the insurer, so long as the injured party obtains judgment against the insured, notice of entry of that judgment is served upon the insured and the insurer, and the judgment is unpaid.²

¹ Belt Painting Corp. v. TIG Ins. Co., 100 NY2d 377, 383 (2003); (internal citations omitted).

² Insurance Law §3420.

I filed the action in the Supreme Court, Ulster County, and the New Jersey-based insurer removed it to the United States District Court for the Northern District of New York on the basis of federal diversity jurisdiction.

The parties agreed on all of the essential facts, including that the plaintiff was working for the HVAC subcontractor to the general contractor when he was severely injured, that he had been injured by falling, improperly stacked sheetrock, which in turn had been delivered and stacked by a delivery company³ which had been hired by a supply house, which had sold the sheetrock to the sheetrock subcontractor for that same general contractor.

The dispute on the parties' competing motions for summary judgment revolved around the meaning of one particular exclusion:

"This Insurance does not apply to:

'Bodily Injury' to:

(1) An 'employee', 'temporary worker', 'leased employee', or independent contractor of the insured or any additional insured or employee of any independent contractor arising out of and in the course of:

(A) Employment by the insured or any additional insured or independent operator

(B) Performing duties related to the conduct of the insured or any additional insured's business; or

(C) Arising out of the injured party's employment"

The term "independent contractor" is undefined in the insurance policy, and I argued that this rendered it ambiguous.

The insurer's proposed interpretation of "any independent contractor" was that, in effect, there was no coverage for anyone who was injured by their insureds if at the time they were working for any independent contractor on the planet, irrespective of privity with an insured.

My argument was that the insurer's interpretation was unreasonable, and that given the other usage of the term "independent contractor" in this particular insurance policy, the only reasonable interpretation of the meaning of the term "independent contractor" was that it referred to someone who was an independent contractor of the insured.

In a 12 page memorandum-decision and order, the Honorable Court denied the insurer's motion for summary judgment and granted my client's cross-motion for summary judgment, finding that the provision was ambiguous, and that the plaintiff's proposed interpretation was "the more

³ The delivery company, along with its principal, were the insureds under the disputed policy and ultimately, were the judgment debtors.

reasonable of the two, when read in context.”⁴([The memorandum-decision and order is available here](#))

The Court ordered that my client is entitled to enforce his judgment against the insureds against the insurer, up to the policy limit of insurance, though the Court did reserve decision and direct the parties to submit supplemental briefs on the issue of under what circumstances pre-judgment interest in excess of the policy limits is available against an insurer.

Lest the reader believe that the Plaintiff is going to receive their just compensation quickly, the insurer has made a motion for reconsideration, which is still pending as of the date of this writing, and the decision is subject to appeal once judgment is entered, as under the Federal Rules of Civil Procedure, there are very few bases for an interlocutory appeal unlike under New York’s Civil Practice Laws & Rules.

If you have gotten this far, you deserve a prize, such as the obligatory disclaimers, including but not limited to: this is not legal advice, prior results do not guarantee a similar outcome, the Court’s decision here was made applying New York law, and while the interpretation of insurance policies is surprisingly consistent across the United States, your jurisdiction or your situation almost definitely has a nuance which may change the result, and you should consult with an attorney knowledgeable in insurance coverage litigation in your jurisdiction.

Michael Treybich is a solo practitioner and the principal of the appropriately named Treybich Law, P.C. with offices in Poughkeepsie and Manhattan, whose practice is focused on general commercial, construction, real estate and insurance coverage litigation and appeals. Michael enjoys writing, slaying institutional dragons, tabletop roleplaying games, long walks on the beach, and can be reached by telephone at (212) 390-1755 or (845) 554-5295, or by Email at michael@treybichlaw.com.

⁴ Wiley v. Mesa Underwriters Specialty Insurance Company, Case 1:24-cv-00072-ECC-ML (NDNY June 9, 2025)

Call for Contributions: Help Shape the Next Chapter of The Advocate

As we revive The Advocate, we invite our members to help shape its voice and content. Our goal is to make The Advocate a dynamic resource that reflects the breadth of experience, perspectives and accomplishments within our legal community.

We welcome submissions from members on a wide range of topics, including:

- Practice tips and legal insights
- Commentary on recent cases or developments in the law
- Updates from practice areas or committees
- Profiles of members or notable achievements
- Reflections on professionalism, mentorship or life in the law
- Community involvement and pro bono work

If you are interested in contributing, please reach out to the editorial team at director@dutchesscountybar.org with your idea or a draft submission.

Thank you for reading!

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