

Bidders

^{10A} Hot mix asphalt to be adjusted monthly based on NYSDOT liquid index of \$690 per US Ton 11/22

[illegible]

Town of Clinton 2026 Highway Materials Bids ATTACHMENT A: Award December 8, 2025

[illegible]

Bidders

Bidders

RESOLUTION OF INTRODUCTION

Local Law No. _____ of 2025

The following proposed local law, to be known as Local Law No. _____ of 2025 of the Town of Clinton, entitled, "Extension of Conference Center, Hotel and Motel Moratorium", a copy of which is attached hereto and made part hereof, is hereby introduced.

WHEREAS, on August 12, 2025 the Town Board adopted Local Law No. 1 of 2025, entitled, "Conference Center, Hotel and Motel Moratorium," which enacted a six-month moratorium, effective as of July 1, 2025, on the processing and granting of approvals and permits for Conference Centers, Hotels and Motels for applications submitted on or after the effective date of said Local Law; and

WHEREAS, in considering the adoption of Local Law No. 1 of 2025, the Town Board determined that a moratorium on the granting of permits and approvals for Conference Centers, Hotels and Motels was in the best interest of the Town in order to provide sufficient time for the Town to develop appropriate zoning regulations regarding the manner in which such land uses may be allowed in the Town; and

WHEREAS, the moratorium enacted pursuant to Local Law No. 1 of 2025 will lapse on January 1, 2026 and the Town Board has determined that a six-month extension of said moratorium is in the best interest of the Town in order to provide additional time for the Town to develop appropriate zoning regulations regarding Conference Centers, Hotels and Motels; and

WHEREAS, the action to adopt a moratorium is a Type II Action under the New York State Environmental Quality Review Act regulations for which no environmental review is required;

NOW THEREFORE BE IT RESOLVED, the Town Board hereby refers the proposed Local Law to the Dutchess County Department of Planning and Development for review and recommendations pursuant to 239-m of the General Municipal Law;

BE IT FURTHER RESOLVED, the Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding towns of the date, the time, and the purpose of the public hearing pursuant to Section 239-nn of the New York General Municipal Law; and

BE IT FURTHER RESOLVED, that a public hearing be held in relation to the proposed Local Law as set forth in the form of notice, hereinafter provided, at which hearing parties in interest and citizens shall have an opportunity to be heard, to be held at the Town Hall on December 29, 2025, at 6:25 o'clock p.m., Prevailing Time, and that notice of said meeting shall be published in the official

newspaper of general circulation in the Town of Clinton by the Town Clerk, at least five (5) days before such hearing and that such notice shall be in the following form:

Town of Clinton

Town Board

Notice of Public Hearing

PLEASE TAKE NOTICE that the Town of Clinton will hold a Public Hearing on Monday, December 29, 2025 at the Town of Clinton Town Hall, 1215 Centre Rd, Rhinebeck (Town of Clinton), New York at 6:25 p.m. Prevailing Time, or as soon thereafter as the matter is reached on the agenda, concerning proposed Local Law No. __ of 2025, entitled, "Extension of Conference Center, Hotel and Motel Moratorium" pursuant to Article 16 of the N. Y. Town Law.

Upon the filing of this Local Law with the Secretary of State this Local Law shall take effect as of January 1, 2026. Complete copies of the proposed Local Law are available at the Town of Clinton Clerk's Office for inspection during regular business hours.

All interested persons and citizens shall have an opportunity to be heard on said proposals at the date, time and place aforesaid.

Dated: December 8, 2025

By order of the Town of Clinton

Carol Mackin, Town Clerk

Motion: _____

Second: _____

Roll Call Vote:

Supervisor Michael Whitton VOTING_____

Councilman Eliot Werner VOTING_____

Councilman Charles Dykas VOTING_____

Councilwoman Katherine Mustello VOTING_____

Councilwoman Marion Auspitz VOTING_____

Local Law No. __ of 2025 entitled:

"Extension of Conference Center, Hotel and Motel Moratorium"

BE IT ENACTED BY, the Town Board of the Town of Clinton as follows:

Section 1. PURPOSE

The Town Board of the Town of Clinton (the "Town Board") has determined that the potential increase in the number of Conference Centers, Hotels and Motels is of concern. In particular, gatherings at such facilities and land uses can have a deleterious effect on the rural character of and quality of life in residential and non-residential neighborhoods. Presently the Town of Clinton (the "Town") regulates Conference Centers in Chapter 250 § 45 of the Town of Clinton Town Code (the "Town Code"), Hotels and Motels in Chapter 250 § 58 and in the Schedule of Use Regulations annexed to Chapter 250 of the Town Code, which permits or prohibits these uses based on Zoning District. The Town Board has determined that these provisions of the Town Code, as well as others relating to these uses, likely require revisions.

Ill-planned development of Conference Centers, Hotels and Motels may significantly reduce the desirability of residential and non-residential areas, increase the flow of traffic on Town roadways, and adversely affect open space lands. Decisive measures are needed to protect the quality of the Town's neighborhoods, open space, and infrastructure while planning appropriately for Conference Centers, Hotels and Motels.

The Town's existing procedures and laws should have the practical effect of ensuring that new development and redevelopment are in accordance with the Town's planning objectives. The practical reality, however, is that Conference Centers, Hotels and Motels are not currently regulated in a manner necessary to protect the rural character of and quality of life in the Town's residential and non-residential areas. The Town Board therefore finds it necessary to extend the temporary moratorium on the processing and granting of approvals and permits for Conference Centers, Hotels and Motels enacted pursuant to Local Law No. 1 of 2025. This action is necessary in order to protect the public health, safety, and welfare of Town residents.

Section 2. AUTHORITY

This moratorium is enacted by the Town Board of the Town of Clinton pursuant to its authority to adopt Local Laws under the New York State Constitution Article IX and N.Y. Municipal Home Rule Law §10.

Section 3. ENACTMENT OF TEMPORARY MORATORIUM

For a period of six (6) months following the effective date of this Local Law, after which date this Local Law shall lapse and be without further force and effect, and subject to any other Local Law adopted by the Town Board during the six (6) month period:

- 1) The Town Board, the Planning Board, the Zoning Board of Appeals, and the Building Department shall not accept for review, hold a hearing, make any decision, or grant any approval or permit in regard to any application for a Conference Center, Hotel or Motel submitted on or after July 1, 2025. An application shall be deemed submitted as of the date it is accepted for filing and the required application fee is paid in full. Any statutory and municipally

enacted time periods for processing and making decisions on such applications or permits and all aspects of approvals are suspended and stayed while this Local Law is in effect. The Town Board, the Planning Board, the Zoning Board of Appeals, and the Building Department may continue to review, hold a hearing, make any decision, or grant any approval or permit in regard to any application that was submitted prior to July 1, 2025. Notwithstanding the above, the Zoning Board of Appeals may review applications or render determinations regarding matters which were submitted to the Planning Board prior to July 1, 2025.

- 2) For the purpose of this Section, the terms Town Board, Planning Board, Zoning Board of Appeals, and Building Department shall be interpreted to include all Departments, employees, and consultants of the Town involved in the review of applications as cited in the preceding Paragraph 1.

Section 5. CONFLICT WITH STATE STATUTES AND AUTHORITY TO SUPERSEDE

To the extent that any provisions of this Local Law are in conflict with or are construed as inconsistent with the provision of the N.Y. Town Law this Local Law supersedes, amends, and takes precedence over the N.Y. Town Law pursuant to the Town's municipal home rule powers, pursuant to N.Y. Municipal Home Rule Law § 10(1)(ii)(d)(3); § 10(1)(ii)(a)(14) and § 22 to supersede any inconsistent authority.

This Local Law supersedes any inconsistent provisions of the N.Y. Town Law Article 16 and Chapter 250 of the Town Code which require any board, agency, or department of the Town to act upon, hold hearings on, and make decisions concerning approvals and permits for Conference Centers, Hotels or Motels within specified time periods. This Local Law suspends and stays the running of time periods for processing, holding hearings on, making decisions, and taking action on such applications provided for in those laws.

Should any provisions of this Local Law conflict with or be construed as inconsistent with any provision of Local Law No. 1 of 2025, the provision which imposes a stricter stay on the processing and granting of approvals and permits for Conference Centers, Hotels and Motels shall control.

This Local Law supersedes any inconsistent provisions of N.Y. Town Law §§§§ 267, 267-a, 267-b and 267-c, and Article VII, § 250-98 of the Town Code relating to the authority to grant variances, waivers or other relief from the Town Code.

This Local Law supersedes any inconsistent provisions of N.Y. Town Law § 274-a and Article VII, § 250-95 and § 250-96 of the Town Code which requires that the Planning Board process, review, hold hearings on, and act upon such applications for site plans within specified time periods.

This Local Law suspends and stays the running of time periods for processing, review, holding hearings on, making decisions, and taking action on such applications provided for in those laws and is intended to supersede and said inconsistent authority.

Section 6. APPEAL PROCEDURES

- a. The Town Board shall have the authority to vary or waive the application of any provision of this Local Law, in its legislative discretion, upon its determination that such variance or waiver is required to alleviate an unnecessary hardship affecting a parcel of property. To grant such a request, the Town Board must find that a variance or waiver will not adversely affect the purpose of the local law or the health, safety, or welfare of the Town. The Town Board shall

take into account the existing land use in the immediate vicinity of the subject property and the impact of the variance or waiver on open space and recreational areas, neighborhood and community character, and natural resources of the Town. The application must comply with all other applicable provisions of the Town Code.

- b. Any application for a variance or waiver shall be filed with the Town Clerk and shall include a fee of two hundred fifty (\$250.00) dollars for the processing of such application, along with copies of such plat or plan showing all required improvements in accordance with the procedures of the Town Code.
- c. All applications for a variance or waiver of this Local Law shall, within five (5) days of receipt by the Town Board, be referred to the Zoning Board of Appeals. The Zoning Board of Appeals shall have forty-five (45) days following receipt of the application to make a recommendation to approve, modify, or disapprove a variance or waiver of this Local Law. The failure of the Zoning Board of Appeals to issue a recommendation within 45 days following receipt of the application shall be deemed a recommendation to approve said application. The Zoning Board of Appeals recommendation shall be transmitted to the Town Board, which may conduct a public hearing and make a final decision on the application, with or without conditions.

Section 7. SEVERABILITY

If any clause, sentence, paragraph, section, or part of this Local Law shall be adjudicated by any court of competent jurisdiction to be invalid, the judgment shall not affect the validity of this law as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

Section 8. EFFECTIVE DATE

Upon the filing of this Local Law with the Secretary of State this Local Law shall take effect as of January 1, 2026.

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PREAMBLE

It shall be the public policy of the Town of Clinton and the purpose of this Agreement to promote harmonious and cooperative relationships between the Town of Clinton and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This Agreement is made between THE TOWN OF CLINTON, hereinafter referred to as the "Employer" and/or "Town", and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, the recognized Union for the TOWN OF CLINTON UNIT, DUTCHESS COUNTY LOCAL 814, hereinafter referred to as the "Union".

Article 1: UNION RIGHTS

1.1 Recognition

A. Recognition: The Employer agrees that the Union shall be the sole and exclusive representative for all employees described in Article 1.2 below, for the purpose of collective bargaining and grievances. The period of unchallenged representation status for the Union shall be for the maximum period allowed under Section 208C of Article XIV (Public Fair Employment Act) of the New York State Civil Service Law.

B. No Strike Clause: The Union affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage, or condone a strike.

1.2 Collective Bargaining Unit

A. Definition of Unit: All positions of the Town of Clinton Highway Department will be covered by this Agreement except for the Superintendent of Highways, the Deputy Superintendent of Highways, and the Highway Department Clerk.

B. Regular Full-time Employee: For the purpose of this Agreement, a "regular full-time employee" will mean and refer to a permanent employee who is regularly scheduled to work forty hours per week.

C. Temporary Employee: For the purpose of this Agreement, a "temporary employee" will mean and refer to someone who is called in to work on an as needed basis, or to temporarily fill a vacancy caused by the absence of a regular full-time employee. Temporary employees will not be eligible for benefits provided through this Agreement.

D. Seasonal Employee: For the purpose of this Agreement, a "seasonal employee" shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste, or other traditional seasonal duties, or to assist in snow removal. Seasonal personnel shall not be eligible for benefits provided through this Agreement.

E. Part-time Employee: For the purpose of this Agreement, a "part-time employee" will mean and refer to someone who is scheduled to work up to twenty (20) hours per week.

Part-time employees will not be eligible for benefits provided through this Agreement. The Town agrees that it will not replace full-time positions with part-time positions as a means to avoid the provisions of this contract.

1.3 Union Membership

A. Union Membership: The Employer shall deduct from the wages of employees who are members of the Union and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or its designed agents, regular membership dues, and other authorized deductions for those employees who are members of the union who have signed the appropriate payroll deduction authorization(s) permitting such deduction.

B. Indemnification Clause: The Town has no obligations with respect to the obtaining of dues authorization cards. The Union agrees to indemnify and hold harmless the Town from any action arising from the Town's failure to obtain dues authorization cards.

1.4 Rights of CSEA

A. Union Rights: The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act under any other applicable Law, Rule, Regulations or Statute; under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraints, coercion or discrimination by the Employer or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement and pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical, or specialized services.

1.5 Union Business

A. Leave for Union Business: The Unit President or designee and one other unit member shall be granted time off, including travel time, without loss of pay or accumulated leave credits, to carry out their responsibilities to the appropriate employee(s) regarding matters relating to grievances, salaries, terms and conditions of employment, solicitation of new membership and for any and all business relative to employer-employee relations.

B. Leave for Union Conferences: The Town shall grant to the Unit President or designee a reasonable amount of time off without pay to attend conferences of the Civil Service Employees Association, Inc. In conjunction with this section, the Unit representatives so designated shall be allowed reasonable travel time to and from the conference location. The Unit representative will be allowed to use accumulated vacation time and personal leave credits.

C. Requests for Leave Time: Requests for the Union Business Leave Time will be made to the Superintendent of Highways or their designee as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it (the leave) has been approved by the Superintendent of Highways or their designee.

D. CSEA Access to Town Premises: The Union field staff may periodically visit employees on the job for the purpose of conducting legitimate Union business related to the administration of this contract and to investigate safety and health matters provided it does not interfere with normal operations. The Union representative shall give prior notice of the visit to the Superintendent of Highways or their designee.

E. Bulletin Boards: The Employer shall make bulletin boards available at all appropriate work locations and/or places of assembly. Such bulletin boards shall be for the exclusive use of the Union for announcement of meetings, posting of Union bulletins, election notices, and for any and all matters relative to Union business.

Article 2: EMPLOYEE RIGHTS

2.1 Work Assignments

A. Daily Work Assignments: Daily work assignments shall be at the discretion of the Highways Superintendent, provided that such assignments are not punitive in nature.

2.2 Probation

A. Length of Probationary Period: The probationary period for all employees will be in accordance with the Civil Service Rules of Dutchess County. Hours accumulated in part-time employment shall count towards the total hours worked.

B. Failure to Successfully Complete the Probationary Period: In the event that the employee's performance or conduct is not satisfactory in the judgment of the Superintendent of Highways, the Town may dismiss the employee for just cause from employment at any time on or before completion of the maximum probationary period.

C. Disciplinary Procedure, Section 75: Employees in the non-competitive and labor classes shall be accorded all rights of Section 75 of the NYS Civil Service Law; as it regards dismissals and suspension after they complete the probationary period as set forth in Section 2.2.A, Length of Probationary Period (above).

2.3 Seniority and Service Credit

A. Service Credit and Seniority: Service credit shall commence from the first date of continuous employment and shall be the controlling factor in the accrual of leave credits and in the determination of seniority for the purposes of scheduling vacations, overtime, layoffs, and recalls. In the event two (2) or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two (2) or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

B. Break in Service: A break in service shall result from a voluntary resignation or forced termination made in accordance with this contract or the Civil Service Law.

C. Leave of Absence: An employee on paid leave of absence using accumulated leave credits shall continue to accrue service and seniority credits. An employee on an approved unpaid leave of absence of thirty (30) days or more, or an employee who is on layoff status, will not accrue service and seniority credits. An approved unpaid leave of absence or layoff will not be considered as a break in "continuous service" but the employee's anniversary date will be adjusted forward for each full thirty (30) day period of such leave of absence or layoff.

2.4 Layoff and Recall Procedure

A. First to be Laid off: In the event of a reduction in the number of positions in a job title within the bargaining unit, the employee within that job title with the least service seniority will be first to be laid off.

B. Bumping Rights: An employee who is laid off may discipline (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit.

C. Recall to Same Job Title: In the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the same position.

D. Notice of Recall to Same Job Title: Recalls shall be made to the employee's last recorded address by certified mail, and the employee shall have five (5) working days from the date of receipt to report to work. In the event the laid-off employee does not report to work, the employee shall forfeit all recall rights.

2.5 Evaluation

A. Purpose and Criteria: The parties recognize the need to periodically evaluate the job performance of unit members. The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into

consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct and communication skills.

B. Frequency: Employees will be formally evaluated once each year on a date determined by the Superintendent of Highways, using the form attached as Appendix B. The Superintendent of Highways' failure to formally evaluate employees on an annual basis shall not constitute a waiver of its right to perform such evaluations at any time in the future.

C. Post-Evaluation Conference: After an evaluation, the evaluator will meet with the employee to review the employee's performance appraisal report. The employee shall receive a copy of the written evaluation.

D. Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.

E. Employee Reply: An employee's written reply, if any, will be attached to the performance appraisal report.

2.6 Personnel Folders

A. Employee Access: Upon request to the Superintendent of Highways, employees may periodically review and obtain a copy of the contents of their own personnel records, with the exception of letters of reference. The Superintendent of Highways, Town Highway Liaison as appointed by the Town of Clinton Town Board, Town Supervisor, or Town Supervisor's designee must be present when the employee inspects the file. The employee may not remove or place any material in the file without the express approval of the Town. At the time of placement in the file, employees shall receive copies of all correspondence that entered into the employee's personnel file.

B. Union Access: With the written consent of the employee, a representative of the Union will be allowed to review and obtain a copy of the contents of the employee's personnel file, with the exception of letters of reference. The Superintendent of Highways, Town Highway liaison, Town Supervisor, or Town Supervisor's designee must be present when the employee and/or Union Representative inspects the file.

2.7 Union Activity

A. Union Membership: Any Employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Employer or the Union.

B. Union Activity: Employees may join and take an active role in the activities of the Union without fear of any kind or reprisals from the Employer or its agents.

C. Discussions with Management: An employee may bring matters of personal concern to the attention of the appropriate employer's representatives and officials in accordance with applicable laws and rules.

Article 3: VACANCIES & PROMOTIONS

3.1 Notification of Vacancies

A. Posting: In the event there is a vacancy in a new existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least five (5) working days on the Union bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

B. Application: Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by making a written application to the Superintendent of Highways.

C. Selection: The selection of internal and/or external applicants to fill positions will be at the discretion of the Superintendent of Highways. Qualifications and seniority shall be important considerations in the filling of all job vacancies.

D. Probationary Period (Promotion/Transfer): An employee who is promoted or transferred into a new position shall be placed on probation for a period of twenty-six (26) weeks. At any time during this period, the Town may rescind the promotion or transfer for just cause, and the employee will be reinstated to the employee's previous position.

Article 4: HOURS OF WORK

4.1 Work Schedule

A. Workday: The standard workday shall not exceed eight (8) consecutive hours on a five (5) day workweek or ten (10) hours on a four (4) day workweek, starting at 7:00 a.m. At the discretion of the Superintendent of Highways, with the agreement of the local unit, may alter the start and stop of the normal workday by up to one (1) hour for seasonal purposes.

B. Workweek: The standard workweek shall in no way exceed forty (40) hours, consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, Monday through Friday at the discretion of the Superintendent of Highways.

The ten (10) hour day, four (4) day workweek reflects summer hours only, and these hours are voluntary for employees.

C. Meal Period and Rest Periods: Employees will be granted a one-half hour unpaid duty-free meal period, normally in the middle of the employee's workday, and one fifteen-minute break each day in the A.M. Meal and rest periods will be approved by the Superintendent of Highways in accordance with the needs and requirements of the department.

D. Temporary Shift Change: The Superintendent of Highways may temporarily change the start and end time of a shift on an as needed basis for emergency work or a planned event (e.g.,

6:00 am — 2:30 pm instead of 7:00 am — 3:30 pm). The Superintendent of Highways must have the consent of the CSEA prior to making the adjustment

4.2 Additional Hours

A. Additional Hours of Work: The Superintendent of Highways may require an employee(s) to work additional hours beyond the normal workday and/or workweek during storm response operations and emergency road conditions.

B. Procedure for Assigning Additional Hours: In the event there is a need to work additional hours, the opportunity will be first be offered to those regular full-time employees who are normally assigned to the work activities needed or the designated route, as the case may be. Additional assignments shall be offered on the basis of rotational seniority, most senior first, computed in accordance with Section 2.3 of the Agreement. In the event that no employee (including part-time, temporary, and seasonal personnel) voluntarily accepts an offer of "required" additional hours, the work will be assigned on a seniority basis, least senior first.

C. Other Work Assignments: All other work assignments beyond the normal workday or workweek shall be on a voluntary basis.

D. Errors in Assigning Additional Hours: In the event the Superintendent of Highways makes an error in the assignment of additional hours, the Superintendent of Highways shall offer the next opportunity to work additional hours to the regular full-time employee who should have been offered the additional hours.

Article 5: COMPENSATION

5.1 Wage Rates

A. Pay Schedule: Pay rates are reflected in Appendix A.

Effective January 1, 2026, bargaining unit employees shall receive a three and one-quarter (3.25%) percent increase from the rate at which the employee was paid in 2025.

Effective January 1, 2027, bargaining unit employees shall receive a three and one-quarter (3.25%) percent increase from the rate at which the employee was paid in 2026.

Effective January 1, 2028, bargaining unit employees shall receive a three and one-quarter (3.25%) percent increase from the rate at which the employee was paid in 2027.

All employees shall be paid in accordance with Salary Schedule Appendix A, which shall reflect these increases.

The new title of MEO, as well as the MEO salary schedule, shall only apply to new employees hired in the MEO position after ratification of the 2020 – 2022 agreement.

B. Longevity Payments: Longevity Payments shall be awarded to all employees as reflected in Appendix A. Such increased hourly rate shall be paid starting January 1st of the year in which the employee will reach the respective years of service reflected in Appendix A. The hourly rate with longevity adjustments will be included for overtime calculation.

Effective January 1, 2026, the longevity payments for all positions will be adjusted to add the following percentages to current longevity levels:

5L – 3% (using former 5L)
8L – 4% (using former 10L)
12L – 5% (using former 10L)
16L – 7% (using former 15L)
20L – 9% (using former 20L)
24L – 12% (using former 20L)

Employees may take up to a one (1) year approved leave of absence without having a break in service for purposes of determining entitlement to longevity payments. Time spent on such leave of absence will not count towards the employee's years of service for the purpose of determining entitlement to longevity payments. Longevity payments shall be calculated based on an employee's continuous years of service with the Town.

An employee who returns to employment with the Town after the expiration of an approved leave of absence shall have their service credit determined from the date they return to service with the Town, not the date the employee was originally hired. Notwithstanding the foregoing, a break in service shall immediately occur upon an employee obtaining employment with an entity other than the Town.

5.2 Premium Pay

A. Authorization: An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek.

B. Overtime Rate: All employees shall receive overtime compensation at the rate of time and one-half (1 ½) of the regular hourly wage for any hours worked in excess of forty (40) hours in one (1) week.

C. Credit for Paid Leave: Paid leave will be included as time worked in the computation of overtime.

D. Shift Differential: An Employee working the overnight winter storm watch shift shall be paid at their normal rate, including overtime compensation if applicable. Employees will be assigned in accordance with section 4.2.B

E. CDL – A Differential: Employees will receive an additional thirty (\$30) dollars per day for each full day in which they are requested to perform work that requires the utilization of their class A license. For each half day in which an employee is requested to perform work utilizing their class A license, such employee will receive an additional fifteen (\$15) dollars per day. For an eight (8) hour workday, a full day shall be considered any time in excess of four (4) hours, while a half day shall be any time less than four (4) hours. For a ten (10) hour workday, a full day shall be considered any time in excess of five (5) hours, while a half day shall be considered any time less than five (5) hours. This differential will only apply to overtime when the overtime assignment requires use of the class A license. In instances where both the driver and passenger have CDL-A licenses, only the driver will receive the aforementioned compensation.

5.3 Call-In Pay

A. Emergency Call-In: Employees recognize that the Town has an obligation and duty to maintain its highway system in a safe and passable condition. It is essential to the efficient performance of this duty that highway department employees may, from time to time be called upon to perform emergency work outside of their normal workday or workweek. An emergency call-in shall be made in accordance with Section 4.2 of this agreement. A formal State of Emergency does NOT have to exist for the application of this Section. Employees called in to work for an emergency shall report within one (1) hour of being called in. If an employee cannot report within one (1) hour of being called in, they will communicate such upon being called.

B. Compensation: Employees called in to work outside of their normal workday or workweek shall be paid for a minimum of three (3) hours or the actual number of hours worked, whichever is greater, to commence on their arrival at the highway garage.

5.4 Pay Period

A. Payroll Period: The payroll will begin Sunday, 12:01 am, and end fourteen (14) calendar days later on Saturday, 12:00 am Midnight. An employee's paycheck will be based on the amount earned during the preceding payroll period.

B. Pay Date: Paychecks will be issued on the Friday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

5.5 Compensation

A. Compensatory Time: An employee will have the option of receiving "compensatory time" in lieu of paid overtime. In the event that the employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours (1 ½) of compensatory leave credits for all authorized time worked over forty (40) hours in a given workweek.

B. Scheduling of Compensatory Time Off: The employee must receive prior approval from the Superintendent of Highways or his designee to take compensatory leave. The Superintendent of Highways or designee will have total discretion in the approval of compensatory leave. A minimum of one (1) day's notice shall be given by the employee to the Superintendent of Highways or their designee to schedule compensatory leave.

C. Maximum Accumulation of Compensatory Time: An employee may accumulate up to sixty (60) hours in compensatory time at a rate of time and one-half (1 ½) for a total of ninety (90) hours of compensatory leave credits at their normal rate of pay. Compensatory leave credits are those that have been converted from compensatory time at a rate of time and one-half (1 ½) to straight time (e.g., 60 hours times 1.5 hourly rate = 90 hours of compensatory leave credits).

In the event that an employee accrues more than ninety (90) hours of compensatory leave credits, the employee must either use the excess compensatory leave credits within the pay-period in which it is earned, or take paid overtime. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

D. Termination from Employment: An employee who is separated from employment for any reason or the employee's beneficiary will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

Article 6: PAID LEAVE

6.1 Holidays

A. Designated Holidays: The following holidays shall be official holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas
Independence Day	Columbus Day
Yom Kippur	

In lieu of Good Friday and Rosh Hashanah, employees will receive two (2) floating holidays, one (1) for each day. Floating holidays shall be used within the same calendar year in which they are earned, or they will be forfeited.

B. Holiday Pay Eligibility: Regular full-time employees are eligible for paid holidays upon hire.

C. Holidays Occuring on a Weekend: If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday, or if a holiday falls on a Sunday, the following Monday will be observed as the holiday.

D. Holiday Pay: A regular full-time employee who does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

E. Assigned to Work on a Holiday: A regular full-time employee who is assigned to work on a designated holiday will be paid for all hours worked at time and one-half (1 ½) the hours worked, in addition to the Holiday pay. However, double time (2x) shall be paid for all work performed on Christmas.

F. Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day, and the employee's leave credits will not be charged for that day.

G. Religious Holidays: An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the Superintendent of Highways at least fourteen calendar days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

6.2 Vacation Leave

A. Allowance: The following vacation credits will be earned by employees.

<u>Years of Service</u>	<u>Weeks of Vacation</u>	
<u>1 Year</u>	<u>1 Week</u>	<u>40 Hours</u>
<u>2 Years</u>	<u>2 Weeks</u>	<u>80 Hours</u>
<u>4 Years</u>	<u>3 Weeks</u>	<u>120 Hours</u>
<u>12 Years</u>	<u>4 Weeks</u>	<u>160 Hours</u>
<u>20 Years</u>	<u>5 Weeks</u>	<u>200 Hours</u>

B. Accumulation: An employee must use all vacation credits before the employee's anniversary date following the year for which they were credited, with the exception that one (1) week can be held over per year, with the total accumulation not to exceed six (6) weeks taken in any given year. Employees with fourteen (14) years or more of service shall be allowed to accumulate and take up to six (6) weeks of vacation in any given year. Any vacation leave credits remaining thereafter will be cancelled, and the employee will be reimbursed in cash on an hour-for-hour basis. New employees will not receive vacation accruals until they hit their one (1) year anniversary, in which they will be credited in accordance with the schedule in 6.2.A.

C. Scheduling: An employee may take vacation leave upon request and with the prior approval of the Superintendent of Highways, or either the Foreman or Acting Superintendent shall have the authority to act on behalf of the Superintendent of Highways in their absence regarding the approval of leave requests. Normally, an employee shall apply for vacation leave at least one (1) week in advance of the beginning of the requested leave, except that the Superintendent of Highways or their designee may waive this provision at their discretion. The Superintendent of Highways may deny vacation leave in order to maintain minimum staffing levels. Scheduling conflicts will be settled by seniority, except in the event where undue harm will impact an employee with less seniority who had previously scheduled a vacation.

D. Vacation Pay Advance: Upon request, employees may receive vacation pay in advance, provided that the request is submitted a minimum of fourteen (14) days in advance.

E. Termination of Employment: Upon termination of employment for any reason, the employee or the employee's beneficiary will receive the cash value of accrued vacation leave at the employee's current rate of pay. Employees who separate from the Town with less than one (1) year of service will forfeit any earned vacation accruals and will not receive cash reimbursement upon forfeiture.

6.3 Sick Leave

A. Allowance: Regular full-time employees shall accrue eight (8) hours of paid sick leave per month, for personal illness, personal injury, or personal disability, for a total of ninety-six (96) hours per year. The employee will be credited on the first day of the month after it has been earned. New hires will receive this benefit effective the first (1st) day of the month following their first (1st) full month of employment.

E.g., An employee's first (1st) day of work is June 12th. The first (1st) month this employee would be provided eight (8) hours of sick leave would be August 1st.

B. Accumulation: If any employee does not use the full amount of sick leave allowed within a year, the amount not used shall be accumulated from year to year and used, if needed, up to a total of not more than one thousand two hundred (1,200) hours (one hundred fifty (150), eight (8) hour days). Any sick leave credits in excess of one thousand two hundred (1,200) hours will be converted in accordance with Section 6.3F.

Employees hired on or after January 1, 2023 shall be paid for their unused sick hours, upon retirement, at a rate of two-to-one (2-to-1). Employees who leave service with the Town, with the exception of retirement, will be paid out for their sick leave accruals at a rate of one-to-one (1-to-1), up to the aforementioned maximum.

C. Use of Sick Leave: Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for personal illness, personal injury, or personal disability. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. An employee may take paid sick leave only after it has been credited.

D. Abuse of Sick Leave: The Union recognizes management's right to investigate suspected instances of sick leave abuse. An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse (for example, sick leave before and/or after weekends, holidays, vacations) may be subject to appropriate disciplinary action pursuant to this agreement.

E. Return to Work: If an employee is absent from work due to illness for a period of three (3) consecutive days or more, a written doctor's statement indicating the nature and the degree of the illness may be required by the Superintendent of Highways upon return to work. The statement must indicate that the employee is able to return to work either with or without restrictions.

F. Non-Use Payment (Sick Leave): Employees who have ten (10) or more saved sick days may convert a minimum of five (5) days into cash at the current rate of pay, provided that the employee maintains a minimum of five (5) saved sick days.

6.4 Personal Leave

A. Allowance: A regular full-time employee will be credited with forty-eight (48) hours of paid personal leave on the first day of January of each year for use during that year.

B. Employees Returning to Service and New Employees:-

Personal leave for employees with less than one (1) year of service will be prorated. This shall apply to newly hired employees and employees who return to work after an unpaid leave of absence. Proration will be based on the number of months worked retroactive to the first (1st) day of the month following an employee's first (1st) full month of employment. Proration will be on a monthly basis for a total of four (4) hours per month, to be provided the first (1st) of the month, following the month in which it was earned. The following January 1st, the employee will receive (front-loaded) the full forty-eight (48) hours for that calendar year.

Ex. An employee's first (1st) day of work is April 8th. The first (1st) month this employee would begin accruing personal leave would be June 1st. This employee would receive personal leave for seven (7) months of employment, at four (4) hours per month, for a

total of twenty-eight (28) hours of personal leave in their first (1st) calendar year of employment. On January 1st, following their first seven (7) months of employment, the employee would then receive forty-eight (48) hours of personal leave.

C. Accumulation: Unused personal leave shall be paid out at the end of each calendar year to the Bargaining Unit Employee.

D. Use of Personal Leave: An employee may use personal leave to take care of matters that cannot be handled outside of working hours, provided a legitimate reason is given in advance.

E. Scheduling: In all instances, personal leave may be taken by any employee only with the approval of the Superintendent of Highways or their designee and shall be granted or denied only on the basis of the needs of the department for the service of the employees, not on the nature of the employee's personal business. One (1) days' notice must be given to the immediate supervisor before the date of requested personal leave, except for unforeseen circumstance or emergency. Personal leave will have the first unit to be a minimum of thirty (30) minutes.

6.5 Bereavement Leave

A. Immediate Family: In the event of a death of a regular full-time employee's spouse, domestic partner, parent, legal guardian, children (adopted or natural), sibling, grandparent, aunt, uncle, spouse's parent, grandchild, child's spouse, or sibling's spouse the employee may take a paid leave of absence for up to five (5) consecutive scheduled workdays, for a total of forty (40) hours immediately following the death. Such leave will not be subtracted from any employee's leave credits.

B. Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave. The Superintendent of Highways shall have total discretion in the approval of such additional bereavement leave, based upon the needs of the department.

6.6 Jury Duty

A. Leave of Absence: In the event an employee is required to physically appear in order to perform jury duty on a day that the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits.

B. Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways and Human Resources Department. If the employee is called-in to physically appear in order to perform jury duty, the employee shall notify the Superintendent of Highways before the start of the regularly scheduled workday. If the employee is placed on "stand-by" or "call-in" duty, the

Superintendent of Highways shall make appropriate accommodations, which may include "garage duty" or other access to the Highway Department telephone number.

C. Return to Duty: In the event the employee is released from jury duty on a given day and there are four (4) or more hours remaining in the employee's scheduled workday, the employee must report to work. A reasonable amount of time will be granted to change clothing.

Upon returning to work from Jury Duty, an employee may be asked to furnish Human Resources with proof of service showing their jury duty service dates.

6.7 Military Leave

A. Military Leave (New York State Law): This section refers only to a paid leave for military service under New York State Law and does not affect an employee's entitlement to leave needed for military service under federal statute. The Town of Clinton recognizes the importance of the Military Reserve and National Guard and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two (22) workdays or thirty (30) calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee's option, be used at any time during the leave. In accordance with applicable New York State Law, the employee may keep all pay received for military service.

6.8 Fire Calls

A. Leave of Absence: Regular full-time employees who are volunteer firefighters will be permitted to respond to fire calls during working hours without loss of pay or leave credits. In the event an employee holds any rank of Fire Chief, the employee will be allowed to respond on the first call. Other employees who are active volunteer members will be allowed to respond on the second call, except that the Superintendent of Highways may release such members in the first call at their discretion. In either event, the employee must return to work as soon as possible.

B. Court-Issued Subpoena: An employee who is required by order of a Court-issued subpoena to appear as a witness to an incident related to the employee's role as a volunteer firefighter, and in which the employee is not personally involved as a plaintiff or defendant, shall be granted leave without loss of pay or leave credits. When an employee receives said subpoena, the employee must immediately submit a copy to the Superintendent of Highways.

C. Return to Duty: When the employee is dismissed from court and there four (4) or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

Article 7: UNPAID LEAVE

7.1 Approved Unpaid Leave of Absence

A. General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Superintendent of Highways. Subject to the approval of the Superintendent of Highways, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

B. Request for Unpaid Leave: The employee must submit such request and the reasons for the leave in writing to the Superintendent of Highways at least thirty (30) calendar days prior to planned commencement of the requested leave if possible. The Superintendent of Highways has sole discretion in approving such leave, subject to final approval by the Town Board if legally necessary.

C. Conditions of Leave: An employee on an approved unpaid leave of absence of greater than thirty (30) days may continue to be eligible for medical insurance coverage including dental and vision in accordance with COBRA. Disability benefits and accruals for leave benefits shall be suspended.

D. Return to Work: An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

Article 8: INSURANCE

8.1 Medical Insurance

A. Insurance Plan: The Town shall participate in the MVP Gold 2 HDHP, or by mutual agreement, any other plan with substantially equal benefits and coverage. For the purposes of this contract, substantially equal shall mean any other plan must provide benefits, coverage, and non-premium costs to employees in which the sum value of such plan differences shall not be considered a diminution of the current plan. Further, the phrase "any other plan with equal benefits and coverage" in this article shall only apply to changes from one health insurance product to another, either offered by the MVP, or another health insurance provider and shall not apply to any changes to the MVP Gold 2 HDHP that the MVP might make that are beyond the Town's control and that might result in additional out of pocket expenses or utilization costs, to plan participants. The Town shall pay the first ninety (90%) percent of the HRA deductible, the employee shall be responsible for ten (10%) percent of the deductible. The MVP issued HRA deductible credit card will have an issued value of MVP Plan HRA deductible minus the employee's required ten (10%) percent contribution.

B. Date Coverage Begins: Coverage will begin on the first day of the next calendar month following a bargaining unit member's date of employment or when the employee submits completed enrollment forms, whichever is later, provided however, that the employee meets all eligibility requirements of the insurance plan. Enrollment in a medical insurance plan is not automatic. Employees may elect not to be covered by medical insurance. The Town shall provide all necessary forms and information regarding enrollment prior to or on the first day of employment.

If a Bargaining Unit Employee terminates their employment with the Town (not including retirement), coverage will end on the final day of the calendar month in which employment is terminated.

C. Premium Payment: The Town will pay ninety (90%) of the premium cost (employees pay ten (10%) percent) for each eligible regular full-time employee who is enrolled in either the MVP Gold 2 HDHP family plan, single plus child, single plus spouse, or individual plan. New employees hired after January 1, 2011, shall contribute fifteen (15%) percent (Town at eighty-five (85%) percent) for health insurance premiums. Employees' contributions towards the cost of the premiums will be deducted from their regular paycheck.

D. Section 125 Plan: The Town shall implement a Section 125 Internal Revenue Code Premium Only Plan whereby the employee's health insurance premium contribution shall be paid for through salary reduction.

E. Town will forward to the Union, insurance premium updates upon receipt.

F. Change in Status: Employees who experience a qualifying event that may change their insurance status, including, but not limited to marriage, birth of a child, adoption, separation, divorce, etc., shall notify the Town within thirty (30) calendar days of such change. Supporting documentation may be requested by the Town at the time of such notification.

Any requests for supporting documentation shall be provided within thirty (30) calendar days of the Town's request (e.g., birth certificate, marriage license, divorce decree, death certificate, adoption papers, etc.). If additional time is needed to obtain the requested documentation, the employee will notify the Town of their need for additional time and the Town will reasonably accommodate such requests.

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8.2 Dental and Vision Coverage

A. Dental and Vision Coverage: The Employer shall provide the GOLD 12 VISION AND HORIZON DENTAL INSURANCE PLANS offered by CSEA or, by mutual agreement, any other plan with equal benefits and coverage to each eligible regular full-time employee and the employee's eligible family.

B. Date Coverage Begins: Coverage will begin on the first day of the next calendar month following a bargaining unit member's date of employment or when the employee submits completed enrollment forms, whichever is later, provided however, that the employee meets all eligibility requirements of the insurance plan. Enrollment is not automatic. The Town shall provide all necessary forms and information regarding enrollment prior to or on the first of employment.

If a Bargaining Unit Employee terminates their employment with the Town (not including retirement), coverage will end on the final day of the calendar month in which employment is terminated.

C. Premium Payment:

All employees hired before January 1, 2011, will contribute ten (10%) percent of cost of the coverage, the employer's contribution will be ninety (90%) percent.

Employees hired after January 1, 2011, shall contribute fifteen (15%) while the Town shall contribute eighty-five (85%) percent of the cost of the optical and dental insurance.

D. Town will forward the union, insurance premium updates upon receipt.

8.3 Workers' Compensation Insurance

A. Coverage: In Accordance with New York State Law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

B. Plan: The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

C. Reporting of Injury: An employee should report an injury to the Superintendent of Highways within twenty-four (24) hours of the occurrence, or as soon as practicable, in order to ensure prompt coverage of the claim. If the Superintendent of Highways is unavailable, the initial report shall go directly to Human Resources in the Town Supervisor's office. In the event the employee is unable to complete the forms due to the injury or illness, the Superintendent of Highways or Human Resources will complete and submit the required forms on behalf of the employee.

D. Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed the employee's regular daily rate of pay. Under such circumstances, the Workers' Compensation award shall be paid to the Employer. Upon the exhaustion of sick leave, the employee shall receive Workers' Compensation payments directly. An employee may not use vacation leave or personal leave credits to supplement Workers' Compensation. If the Town is later reimbursed by Workers' Comp

for time charged to the employee's sick leave credits, the Town shall credit the employee's accrued sick leave accordingly.

8.4 Short-Term Disability Insurance

A. Coverage: The Employer shall provide NYS disability insurance benefits for the employees and adhere to all rules and regulations and procedures of this program. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

B. Premium Payment: The Town will pay the full premium for short-term disability insurance for each eligible employee.

C. Reporting of Injury: An employee must submit a written report of the injury to the Superintendent of Highways, on the proper form, within twenty-four (24) hours of the occurrence, or as soon as practicable. If the Superintendent of Highways is unavailable, the initial report shall go directly to Human Resources in the Town Supervisor's office.

D. Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the employee shall reimburse the Town for that portion of sick leave covered by insurance, and the Town shall credit the employee's accrued sick leave accordingly.

Article 9: RETIREMENT BENEFITS

9.1 Pension for Retired Employees

A. Retirement: The Town will provide pension benefits for all members of the bargaining unit in accordance with the applicable provisions of the New York Employees Retirement System (NYSERS).

9.2 Medical Insurance for Retired Employees:

A. The Town will provide medical insurance benefits for Town Highway Department employees upon their retirement provided they have completed at least twenty-five (25) years of service with the Town, and are at least fifty-eight (58) years old in the year in which they retire. Medical benefits will be the same as for working employees, including health, dental, and vision.

B. Retired employees shall be responsible for premium co-payments in accordance with article 8.1.C., and will be required to either:

a. Sign an authorization to allow payments to be withheld from the employee's retirement benefit check issued by the New York State Employee's Retirement System (NYSERS), or

b. Arrange with the Town to self-pay by sending the Town full payment of their share of the premiums by the first of the month. Failure to make the co-payments by the first day of each month may result in insurance coverage cancellation.

c. Upon enrolling in Medicare, a retired employee may also in a Medicare Advantage Plan offered by the Town's health insurance provider, currently referred to as the MVP Gold Plan, in the event that the Town's health insurance provider ceases to offer a Medicare Advantage Plan, the Town will contribute to the cost of any Medicare Advantage Plan selected by the retired employee provided that the premium cost does not exceed the then current individual health insurance premium. The Town's contribution to the cost of the retired employee's Medicare Advantage Plan shall be in accordance with Article 8.1.C and Article 9.2.B.

9.3 Deferred Compensation:

The Town agrees to provide all active employees with access to the NYS 457 Deferred Compensation Plan. There is no matching for employee contributions to the NYS 457 Deferred Compensation Plan.

Article 10: GENERAL PROVISIONS

10.1 Uniforms

A. Safety Gear: The Employer shall provide rubber boots, raingear, safety helmets, and goggles for each employee. Such equipment shall be replaced when worn out. Worn-out equipment shall be returned to the Employer when a replacement must be made. Any lost equipment will be replaced at the Employee's expense provided the employee was negligent. Upon leaving employment, all property and equipment of the Town shall be promptly returned to the unit member's supervisor.

B. Work Shoes and Clothing: The Highway Department shall provide employees with shirts and/or sweatshirts that clearly identify them as Town of Clinton Highway employees. The shirts and sweatshirts shall be worn by employees when on duty. The Highway Department shall also

reimburse each unit member for the actual cost of work boots or work shoes, and work clothing, up to four hundred (\$400) dollars annually.

Upon delivery to the Highway Department of the original receipt or receipts for the purchase of work boots or work shoes and work clothing by the unit member, the Highway Department shall pay such reimbursement through its existing voucher system.

New hires will be eligible for the annual clothing allowance upon the completion of their probationary period pursuant to Article 2, Section 2.A, and below.

Probationary employees who receive permanent status will receive a pro-rated clothing allowance based upon date of hire. Employees hired between January 1 and June 30 will receive the full allowance of four hundred (\$400) dollars. Employees hired between July 1 and December 31 will receive half of the full allowance for a total of two hundred (\$200) dollars.

10.2 Driver's License

A. Requirement to Possess a Commercial Driver's License: An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment. Effective January 1, 2026, the Town agrees to reimburse employees who get a NYS Department of Transportation (NYS DOT) approved physical. Reimbursement will be upon the request of the employee, so long as they provide a copy of their receipt documenting completion and passage. If more than four (4) members apply for reimbursement for a NYS DOT physical, seniority will be the determining factor for reimbursement.

The Town will not reimburse members for the cost of updating their NYS Commercial Driver's License if the receipt of a NYS DOT physical requires for an updated license card.

B. Loss or Suspension of Commercial Driver's License: An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the appropriate Superintendent of Highways in the event that the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the appropriate Superintendent of Highways within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

See attached Alcohol and Drug Testing Procedure (Appendix C).

C. Duty Reassignment: An employee who loses their CDL may be temporarily reassigned to a position that does not require the CDL, at the sole discretion of the Superintendent of Highways, and provided that work is available. Upon reinstatement of the employee's CDL, the employee

shall be reinstated to their former position. A temporary reassignment may be revoked at the discretion of the Superintendent of Highways.

10.3 Out-of-Title Pay

A. Bargaining unit employees assigned to perform work in a higher classification shall be paid the rate of the higher classification.

Article 11: GRIEVANCE PROCEDURE

11.1 General Conditions

A. **Preamble:** It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of, but not limited to, the application and interpretation of this Collective Bargaining Agreement. The Employer and the Union agree that provisions of this Article should be used towards a quick and satisfactory settlement of all complaints and grievances at the lowest possible level.

B. **Union Representation:** A CSEA representative, usually the one assigned, shall be permitted exclusive rights to observe that activity and progress of any grievance from the second stage through the final decision, including the appeal if such is necessary, and if the procedure and/or the decision appears to be contrary to this agreement, or is not in the best interest of the Union, the representative shall make this known to the Employer, whereupon the employer and the Union, shall meet to resolve the problem.

C. **Duty for Fair Representation:** No provision of this Agreement shall be interpreted to require the Union to represent an employee at any stage of the grievance or the appeal stage if the Union considers the grievance is without merit or in contradiction to any law or regulation.

D. **Release from Work Assignments:** A union representative (s) shall be granted a reasonable amount of time off to process a grievance, in accordance with Section 1.5 of this agreement. Both sides shall have the right to call witnesses to substantiate their positions and the witnesses shall be granted time off with pay to testify.

E. **Union Officers:** The Unit shall notify the Town Supervisor upon change of the Unit's Representative and President, in writing.

11.2 Grievance Procedure Steps

A. **Step One:** An employee may informally present a grievance verbally to the Superintendent of Highways, who shall render a verbal decision within five (5) business days.

An Employee or the Union may file a formal grievance. The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly

violated and a statement of the facts, times, and dates. The grievance must be submitted in writing to the Superintendent of Highways within thirty (30) calendar days of the occurrence.

Within seven (7) calendar days after receiving a formal grievance, the Superintendent of Highways will meet with the aggrieved employee (s) and the designated representative of the Union. Within seven calendar days after the meeting, the Superintendent of Highways will issue a written response to the grievance, which shall be given to the Unit President and the employee (s).

B. Step Two, Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Board. The appeal must be submitted in writing, within fourteen (14) calendar days from receiving the Stage One response.

Within twenty-one (21) calendar days after receiving the appeal, the Town Board will meet with the aggrieved employee(s) and the designated representative of the Union. Within seven (7) calendar days after the meeting, the Town shall issue a written response to the grievance, which shall be given to the Unit President.

C. Step Three, Binding Arbitration: If the Union is not satisfied with the response to the grievance at Stage Two, the Union may submit the matter to arbitration by filing with the Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen (14) calendar days from receiving the Stage Two response.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this collective bargaining agreement. The Town and the Union shall share the fees of the arbitrator equally.

D. Time Limits: The Union and the Town must adhere to the time limits set forth in this grievance procedure. The time limits may be extended by mutual agreement, provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

Article 12: APPLICATION OF AGREEMENT

12.1 Duration of Agreement

A. This Agreement shall become effective January 1, 2026, and shall continue in full force and effect until December 31, 2028. During April of the final year of the Contract, the Town shall notify the CSEA to arrange a meeting to be held in April for the purpose of establishing ground rules for negotiations. After such ground rules are established, a second meeting shall be held by May 15th to exchange proposals.

12.2 Non-Discrimination Clause

A. The Employer and the Union realize they have a responsibility to promote and provide equal opportunities for employment, and as such, it shall be the positive and continuing policy of the Employer and the Union to assure an equal opportunity in employment regardless of race, color, religion, sex, national origin, age, marital status, pregnancy, veteran status, arrest/conviction record, disability, genetic predisposition or carrier status, sexual orientation, or any other protected class or status.

12.3 Saving Clause

A. If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state, or local law; or if adherence to or enforcement of any article or part thereof should be restrained by a court law, the remaining articles of the agreement or any addition thereto shall not be affected.

B. If a determination or decision is made as per 12.3A, the original parties to this agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

12.4 Contingency Clause

A. Should the parties fail to reach accord on a new agreement prior to the termination of this Contract, the benefits under the Contract shall remain in full force until a new contract is signed.

12.5 Legislative Action Clause

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

12.6 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on _____.

TOWN OF CLINTON

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

Michael Whitton, Town Supervisor

Chris Burns, CSEA Unit President

Marion Auspitz, Town Board Member

TJ Tompkins, CSEA Negotiating Member

Jordan Rider, CSEA Labor Relations Specialist

APPENDIX A

2026	Hire	5L	8L	12L	16L	20L	24L
Working Supervisor	\$30.90	\$34.50	\$34.97	\$35.29	\$36.13	\$36.94	\$37.92
HMEO	\$27.43	\$31.84	\$32.32	\$32.64	\$33.43	\$34.24	\$35.18
MEO	\$23.97	\$27.56	\$27.97	\$28.24	\$28.98	\$29.67	\$30.49
Laborer	\$20.53	\$23.26	\$23.63	\$23.86	\$24.51	\$25.13	\$25.82

2027	Hire	5L	8L	12L	16L	20L	24L
Working Supervisor	\$31.90	\$35.62	\$36.11	\$36.44	\$37.30	\$38.14	\$39.15
HMEO	\$28.32	\$32.88	\$33.37	\$33.70	\$34.52	\$35.35	\$36.32
MEO	\$24.75	\$28.46	\$28.88	\$29.16	\$29.92	\$30.63	\$31.48
Laborer	\$21.19	\$24.02	\$24.40	\$24.64	\$25.31	\$25.95	\$26.66

2028	Hire	5L	8L	12L	16L	20L	24L
Working Supervisor	\$32.94	\$36.78	\$37.28	\$37.62	\$38.51	\$39.38	\$40.42
HMEO	\$29.24	\$33.95	\$34.46	\$34.80	\$35.64	\$36.50	\$37.50
MEO	\$25.55	\$29.39	\$29.82	\$30.11	\$30.89	\$31.63	\$32.50
Laborer	\$21.88	\$24.80	\$25.19	\$25.44	\$26.13	\$26.79	\$27.53



MEMORANDUM

TO: Supervisor Michael Whitton
Members, Clinton Town Board

FROM: Adriana Beltrani, AICP

RE: Conference Center, Hotel and Motel Moratorium

DATE: December 1, 2025

CC: Shane Egan, Town Attorney

On November 12, 2025, a meeting was held with Supervisor Whitton, Deputy Supervisor Werner, Shane Egan, Town Attorney and I as the Town's Planning Consultant to discuss various methods for addressing Conference Center, Hotel and Motel uses in the Town of Clinton (hereafter generally "hospitality uses"). Future applications for the approval of these uses are currently suspended due to LL 1 of 2025, "Conference Center, Hotel and Motel Moratorium," though we are aware of at least two applications which can proceed through the Planning Board review process under the existing conference center law: CECNY/Six Senses, and the Milea Conference Center.

At the 11/12/25 meeting, the focus of the discussion was regarding whether and how to zone for hospitality uses. There are many ways to accomplish this depending on Town and community preferences. The zoning options presented by the Town for discussion at the time were: Prohibition of the use, or the adoption of a zoning overlay or floating overlay zone.

Below, I summarize for the Board the pros and cons of each option discussed at the 11/12/25 meeting and suggest a **third potential option** that was **not** discussed. This third option is to utilize a clear Comprehensive Plan Update process to support an extended moratorium timeline. This will allow the Town to develop a zoning code consistent with the findings of that Plan Update. New York State Law §272-a.11(a) states that "All town land use regulations must be in accordance with [an adopted] comprehensive plan..." Any amended zoning should either relate to the current adopted plan or be supported by a plan or study adopted by the Town Board.

1. Prohibition of Conference Centers, Hotels and Motels

Summary: A prohibition of these uses would remove them from the schedule of use regulations. Existing uses would be considered "existing non-conforming" and could continue to operate only within existing Town approvals. Expansion or amendment to these uses/ site plans would likely require a use variance from the ZBA unless the terms of expansion or revision are made clear in the zoning regulations following prohibition (ie, zoning for the "continuation of existing non-conforming hospitality uses").

Pros:

- Would prevent an "undesirable" use from locating within the Town.
- Would restrict existing conference center uses from expanding or altering approvals without interpretation from the Zoning Board of Appeals.

- Allows the moratorium to expire.
- Timeline for prohibition could be short or long-term at the discretion of the Town Board.

Cons/ challenges:

- Would prevent or complicate existing uses in operation from expanding or altering the terms of approval, potentially limiting the economic viability of existing uses.
- Prohibits any such use, regardless of size or scale, within the Town of Clinton.
- A cue to developers that the use is unwelcome (Town should not assume a “motivated” applicant will submit a zoning petition to allow a prohibited use).
- Could zone out locals seeking innovative uses for their lands.
- May be a challenge to reintroduce new zoning the use once prohibited.

2. Overlay/ Floating Zoning District

Background: Overlay zoning can be adopted in several ways. A Town Board can adopt zoning regulations *in addition to* the underlying zoning district. The Town already has several overlay zones- the Taconic Parkway Viewshed, Critical Environmental Areas, and Ridgeline Protection Overlay as well as the Historic and Scenic Roads overlay. The adoption of an overlay district places that district and its corresponding regulations on the zoning map and recognizes it as a single district. A “hospitality overlay” for example can apply to pre-existing such uses only, or to parcels deemed appropriate for such uses based on a zoning study and rational basis for the rezoning (thereby avoiding “spot-zoning”).

A floating zone is a zoning district that delineates conditions which must be met before that zoning district can be approved. Rather than being placed on the zoning map as traditional zones are, the floating zone is simply written into the zoning ordinance, along with a procedure and criteria for approval. Thus, the zone “floats” until an application is approved, when the zone is then added to (“lands on”) the official zoning map. The procedure typically includes Town Board approval to “land” the zone, and Planning Board approval for site plan/special use permitting. Floating zones can be used to plan for future land uses that are anticipated or desired in the community, without committing specific lands to such use.¹

Summary: To properly prepare an overlay district or floating zone, existing conference center uses in the Town should be assessed for their similarities and differences, and a zoning study/ GIS Analysis should be performed to identify parcels that may be appropriate for future hospitality uses. Conditions for the use and/or expansion of the use would then be described in the law. This iterative process will require input from the Town Board to tailor the zoning to the needs of the community. This zoning study can be adopted as an addendum to the current Comprehensive Plan to justify the adoption of the zoning prior to the adoption to the Plan Update currently underway. The adoption of any new zoning requires SEQR review and a public hearing.

Pros:

- Clarity of outcome- overlays and floating zones can be tailored to apply to specific conditions and locations within the Town.
- Mapped overlays can allow existing uses to expand or evolve while limiting the use outside of those overlays.

¹ American Planning Association. Property Topics and Concepts.
<https://www.planning.org/divisions/planningandlaw/propertytopics.htm>

- Coordinated Oversight- Floating zones create a process and standards for adoption that an applicant can follow, but the district only “lands” after undergoing a Town Board approval process (including SEQR).

Cons:

- A more technical process to prepare and draft.
- Clarity in the desired outcome is required to tailor the law.
- Zoning and planning studies (and public hearings/input) likely will overlap with the Comprehensive Plan Update (possible duplicative effort).
- May require moratorium extension (though we believe this is a valid purpose to do so).

3. Extend the Moratorium Consistent with Comp Plan & Zoning Update

Background: The NYS Department of State technical paper titled *Land Use Moratoria* introduces the topic by stating “A moratorium on development ... preserves the status quo while the municipality updates its comprehensive plan. A moratorium is designed to halt development temporarily, pending the completion and possible adoption of more permanent, comprehensive regulations.”²

For a moratorium to be lawful it should:

1. Have a reasonable time frame for the action to be accomplished;
2. Have a valid public purpose (or “dire necessity”) for justifying the moratoria;
3. Address a situation where the burden imposed by the moratorium is being shared substantially by the public at large;
4. Adhere to the procedure for adoption laid down by the enabling acts (adoption as a local law);
5. Have a time certain for moratorium expiration.

The moratorium expiration can be extended for additional periods if the municipality can demonstrate that it is “presently taking steps to rectify the problem.” This is supported by demonstrating that regular meetings are taking place and progress is being made to address the moratorium. A case law overview from Pace Law Center provides the following summary of NYS Case Law:

“When specific action plans and timetables are established to deal with the necessity or emergency, the reasonableness of the locality's moratorium is demonstrated. Similarly, a community needs to make reasonable progress in carrying out the plan and adhering to the schedule, so its actions are seen to be reasonable. Moratoria that have been extended for up to three years have been sustained by a showing that the community was diligently pursuing its plan and timetable and shorter moratoria have been voided because the community was making little or no progress.”³

We have discussed this, and relevant case law with the Town Attorney. We each agree that “[a] municipality may not use a ‘moratorium’ as a de facto means of achieving a desired legislative purpose.”, i.e. the Town cannot allow the moratorium to serve as a de facto indefinite ban on hospitality uses. However, extension of the moratorium based on a clearly outlined time frame for completing a Comprehensive Plan Update would likely be upheld as reasonable by New York Courts. Case law does not establish a bright-line test regarding

² New York State Department of State Local Government. *James A. Coon Local Government Technical Series: Land Use Moratoria*. 2024 Reprint. <https://dos.ny.gov/system/files/documents/2024/09/land-use-moratoria.pdf>

³ Pace University. *Instructional Paper on Comprehensive Planning; Local Board; Moratoria*. March 2, 2016. <https://share.google/3y4EPjSR71xVtmgK9>

moratoria time frames, rather the reasonableness standard. This standard takes into account the length of time necessary for good faith efforts to resolve the problem that triggered the moratorium.

The moratorium is not currently tied to the goals/recommendations of the current Comprehensive Plan or the Comprehensive Plan Update. Per the Town Attorney, if at the conclusion of the six-month renewal period the Board needs an extension, a revised moratorium tied to the Comprehensive Plan Update could be adopted demonstrating that the Town is taking necessary steps toward a solution within a reasonable time frame.

Summary: We believe that there is a valid public purpose for the moratorium as highlighted by the inconsistencies between how the conference center law is implemented and the recommendations of the current Comprehensive Plan. We have noted in previous memoranda to the Planning Board that the Town's current Comprehensive Plan is not clearly aligned with the development patterns occurring under the current conference center zoning regulations. Goal 4, Recommendation 5 states that "Clinton should allow only low-intensity tourist activities that are compatible with the rural character of the town's hamlets and open areas."

Our firm routinely facilitates Comprehensive Plan Updates, including zoning amendments, which are completed within a 24-month period. We have attached an example timeline for a generic comprehensive plan to this memo and can tailor this to the Town's needs at the request of the Town Board.

Pros:

- Moratorium rationale strengthened by Comprehensive Plan framework (reasonable time frame, valid public purpose).
- Allows a comprehensive, town-wide assessment of existing conditions and community preferences.
- Plan data, public outreach, and recommendations create a supportive framework (legal and political) for zoning amendments.
- Zoning amendments can occur concurrently with Town-wide data gathering and recommendation setting.
- One planning, SEQR, and adoption process (including public hearings).

Cons:

- Comprehensive Plan meeting dates, schedule, and timeline must be recorded to support moratoria extensions.
- Professional planning services may be required to manage timeframes and deliverables.

Attachment A

Comprehensive Plan & Zoning Update

Generic Schedule

[illegible]

REQUEST FOR PROPOSAL # BLDG 2
FOR
INSTALL CLEAN HEATING SYSTEM

FOR

**TOWN OF CLINTON
1215 CENTRE ROAD
RHINEBECK, NY 12572**

CONTRACT / BID PACKAGE

December 8, 2025

Notice to Bidders
Town of Clinton
INSTALL CLEAN HEATING SYSTEM
Bid # BE-1 & 2

Request for Proposals are sought and invited by the Town Board, Town of Clinton for installing a clean heating system at the Highway Department New Garage Building as specified in the Request for Proposal prepared by Clinton Climate Smart Committee Task Force. Proposals for the following two options are requested: 1) Air Source Heat Pump, and 2) Ground Source Heat Pump. Please submit proposals for either option or both.

Requests for proposals are available at the Town Clerks office by pickup or e-mail. Proposals will be received by Carol Mackin, Town Clerk of the Town of Clinton, 1215 Centre Road (County Rte. 18) Rhinebeck NY until 10:00 AM on December 22, 2025. Proposals can be mailed, hand delivered, or e-mailed to Carol Mackin at townclerk@clintondcnny.gov.

Work proposed under this contract is located at the Highway Department New Garage Building at the Town Hall Complex at the Town Hall address.

The Town Board, Town of Clinton expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the Town of Clinton may appear to require.

No bidder may withdraw his/her bid within thirty (30) days after the actual date of the bid opening

REQUEST FOR PROPOSAL
FOR
BUILDING AIRFLOW REDUCTION

EEM-2

FOR

TOWN OF CLINTON
1215 CENTRE ROAD
RHINEBECK, NY 12572

CONTRACT / BID PACKAGE

December 8, 2025

Notice to Bidders
Town of Clinton
BUILDING AIRFLOW REDUCTION
Bid # EEM-2

Request for Proposals are sought and invited by the Town Board, Town of Clinton for reducing air infiltration to the Highway Department New Garage Building as specified in the Request for Proposal prepared by Clinton Climate Smart Committee Task Force.

Requests for proposals are available at the Town Clerks office by pickup or e-mail. Proposals will be received by Carol Mackin, Town Clerk of the Town of Clinton, 1215 Centre Road (County Rte. 18) Rhinebeck NY until **10:00 AM on January 6, 2026**. **Proposals** can be mailed, hand delivered, or e-mailed to Carol Mackin at townclerk@townofclinton.com

Work proposed under this contract is located at the Highway Department New Garage Building at the Town Hall Complex at the Town Hall address.

The Town Board, Town of Clinton expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the Town of Clinton may appear to require.

No bidder may withdraw his/her bid within thirty (30) days after the actual date of the bid opening

REQUEST FOR PROPOSAL #EEM-3
FOR
INSULATE BUILDING ENVELOPE

EEM-3

FOR

**TOWN OF CLINTON
1215 CENTRE ROAD
RHINEBECK, NY 12572**

CONTRACT / BID PACKAGE

December 8, 2025

Notice to Bidders
Town of Clinton
INSULATE BUILDING ENVELOPE
Bid # EEM-3

Request for Proposals are sought and invited by the Town Board, Town of Clinton for insulating the building envelope to the Highway Department New Garage Building as specified in the Request for Proposal prepared by Clinton Climate Smart Committee Task Force.

Requests for proposals are available at the Town Clerks office by pickup or e-mail. Proposals will be received by Carol Mackin, Town Clerk of the Town of Clinton, 1215 Centre Road (County Rte. 18) Rhinebeck NY until **10:00 AM on January 6, 2026** Proposals can be mailed, hand delivered, or e-mailed to Carol Mackin at townclerk@townofclinton.com

Work proposed under this contract is located at the Highway Department New Garage Building at the Town Hall Complex at the Town Hall address.

The Town Board, Town of Clinton expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the Town of Clinton may appear to require.

No bidder may withdraw his/her bid within thirty (30) days after the actual date of the bid opening

REQUEST FOR PROPOSAL # EEM-4
FOR
INTERNAL EXTERMINATION DOORS

EEM-4

FOR

**TOWN OF CLINTON
1215 CENTRE ROAD
RHINEBECK, NY 12572**

CONTRACT / BID PACKAGE

December 8, 2025

Notice to Bidders
Town of Clinton
INSTALL INSULATED DOORS
Bid # EEM-4

Request for Proposals are sought and invited by the Town Board, Town of Clinton for installing insulated doors at the Highway Department New Garage Building as specified in the Request for Proposal prepared by Clinton Climate Smart Committee Task Force.

Requests for proposals are available at the Town Clerks office by pickup or e-mail. Proposals will be received by Carol Mackin, Town Clerk of the Town of Clinton, 1215 Centre Road (County Rte. 18) Rhinebeck NY until 10:00 AM on January 6, 2026. Proposals can be mailed, hand delivered, or e-mailed to Carol Mackin at townclerk@townofclinton.com

Work proposed under this contract is located at the Highway Department New Garage Building at the Town Hall Complex at the Town Hall address.

The Town Board, Town of Clinton expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the Town of Clinton may appear to require.

No bidder may withdraw his/her bid within thirty (30) days after the actual date of the bid opening

REQUEST FOR PROPOSAL # EEM-5
FOR
INSTALL DOUBLE GLAZING

EEM-5
FOR

TOWN OF CLINTON
1215 CENTRE ROAD
RHINEBECK, NY 12572

CONTRACT / BID PACKAGE

December 8, 2025

Notice to Bidders
Town of Clinton
INSTALL DOUBLE GLAZING
Bid # EEM-5

Request for Proposals are sought and invited by the Town Board, Town of Clinton for installing double glazing at the Highway Department New Garage Building as specified in the Request for Proposal prepared by Clinton Climate Smart Committee Task Force.

Requests for proposals are available at the Town Clerks office by pickup or e-mail. Proposals will be received by Carol Mackin, Town Clerk of the Town of Clinton, 1215 Centre Road (County Rte. 18) Rhinebeck NY until 10:00 AM on January 6, 2026. Proposals can be mailed, hand delivered, or e-mailed to Carol Mackin at townclerk@townofclinton.com

Work proposed under this contract is located at the Highway Department New Garage Building at the Town Hall Complex at the Town Hall address.

The Town Board, Town of Clinton expressly reserves the right to waive any irregularities in or to accept any bid or to reject any and all bids or to award on any or all items as the interest of the Town of Clinton may appear to require.

No bidder may withdraw his/her bid within thirty (30) days after the actual date of the bid opening

SCOPE OF WORK

The following is the general Scope of Work for the Install Double Glazing Project for the Highway Department New Garage located at the Clinton Town Hall Complex:

Introduction:

The existing windows are leaky, older double-pane sliding units that are a significant source of drafts and heat loss. They have an estimated U-factor of 0.59, which indicates a low resistance to heat flow. This means that a large amount of heat is lost through the windows during the heating season.

The Solar Heat Gain Coefficient (SHGC) for these older windows is likely high, probably around 0.70 to 0.80. A high SHGC means that they allow a lot of solar radiation to pass through, which could contribute to overheating in the summer but is ineffective at retaining warmth in the winter.

These windows are located in critical areas of the building, including Todd's office (4 windows), the break room (2 windows), and the garage bay (3 windows). The combination of a high U-factor and significant air leakage allows cold outside air to infiltrate these spaces, leading to occupant discomfort and forcing the heating system to work harder to maintain a stable indoor temperature.

Project Scope details are as follows:

Contractor shall furnish all labor and material to install new double glazed windows with low-e coatings as follows:

1. Windows must be fully caulked on the exterior and interior where they meet the existing building structure.
2. Windows shall meet the EPA and DOE stringent standards developed for windows which include standards that earn the Energy Star Label. Replacement windows should bear the Energy Star label.
3. The proposed windows should be vinyl sliding double pane style, with new weatherstripping and a U-value of 0.39 or at least.
4. The new windows will reduce the heat lost from the building to the outdoors in the heating season and reduce drafts.

General Site Overview:

The site is a highway garage for the town of Clinton, NY. While the site includes other structures, such as the old town garage, a salt shed, and a storage shed, this audit report focuses exclusively on the new garage building.

The building consists of 7,344 square feet on 1 floor; it was built in approximately 1987. The exterior walls have a block structure with an exterior finish of block and fiberglass insulation. The hip roof has a metal exterior surface, fiberglass insulation and no interior finished ceiling.

RESOLUTION OF INTRODUCTION

Local Law No. _____ of 2026

The following proposed local law, to be known as Local Law No. _____ of 2026 of the Town of Clinton, entitled "Local Law Amending Town Code §250-78: Freshwater Wetlands, Watercourses, Lakes, Ponds, and Floodplains," a copy of which is attached hereto and made part hereof, is hereby introduced.

WHEREAS, the Town Board of the Town of Clinton (the "Town Board") has determined that amending §250-78 of the Town Code by repealing the existing §250-78 and replacing it with a new §250-78 is necessary and in the best interest of the Town to protect the health, safety and welfare of its citizens; and

WHEREAS, this proposed Local Law is adopted pursuant to the New York State Constitution and New York Municipal Home Rule Law § 10; and

WHEREAS, in anticipation of the introduction of this proposed Local Law, the Town Planner prepared for the Town Board's review Part 1 of the Full Environmental Assessment Form ("FEAF") pursuant to the State Environmental Quality Review Act ("SEQRA"). The Part 1 of the FEAF prepared by the Town Planner has been presented to the Town Board for review and consideration. A copy of the Part 1 of the FEAF prepared by the Town Planner is attached hereto and made part hereof.

NOW THEREFORE BE IT RESOLVED, that the Town Board hereby designates itself lead agency for the purpose of conducting an environmental review under SEQRA. The Town Board further identifies the Dutchess County Department of Planning and Development as an interested agency;

BE IT FURTHER RESOLVED, that the Town Board hereby accepts and adopts the Part I of the FEAF for the proposed action prepared by the Town Planner;

BE IT FURTHER RESOLVED, that the Town Board determines that the action to adopt this proposed Local Law is a Type I Action under SEQRA regulations for which a coordinated environmental review is required;

BE IT FURTHER RESOLVED, that the Town Board hereby refers the proposed Local Law and FEAF to the Dutchess County Department of Planning and Development for its review and for an advisory opinion pursuant to Section 239-m of the New York State General Municipal Law. The Town Board directs the Town Clerk to make the referral in conformity with the applicable provisions of New York State General Municipal Law 239-m;

BE IT FURTHER RESOLVED, the Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding towns of the date, the time, and the purpose of the public hearing pursuant to Section 239-nn of the New York General Municipal Law

BE IT FURTHER RESOLVED, that the Town Board hereby directs the Town Planner to prepare for the Town Board's review and consideration at a later date a Part 2 and a Part 3 of the FEAF; and

BE IT FURTHER RESOLVED, that a public hearing be held in relation to the proposed Local Law as set forth in the form of notice, hereinafter provided, at which hearing parties in interest and citizens shall have an opportunity to be heard, to be held at the Town Hall on January 6, 2026, at 6:25 o'clock p.m., Prevailing Time, and that notice of said meeting shall be published in the official newspaper of general circulation in the Town by the Town Clerk, at least five (5) days before such hearing and that such notice shall be in the following form:

Town of Clinton

Town Board

Notice of Public Hearing

PLEASE TAKE NOTICE that the Town of Clinton will hold a Public Hearing on January 13, 2026 at the Town of Clinton Town Hall, 1215 Centre Rd, Rhinebeck (Town of Clinton), New York at 6:25 p.m. Prevailing Time, or as soon thereafter as the matter is reached on the agenda, concerning proposed Local Law No. __ of 2026, entitled, "Local Law Amending Town Code §250-78: Freshwater Wetlands, Watercourses, Lakes, Ponds, and Floodplains."

This Local Law will take effect immediately upon filing with the Secretary of State. Complete copies of the proposed Local Law are available at the Town of Clinton Clerk's Office for inspection during regular business hours.

All interested persons and citizens shall have an opportunity to be heard on said proposals at the date, time and place aforesaid.

Dated: December 9, 2025

By order of the Town of Clinton

Carol Mackin, Town Clerk

Motion: _____

Second: _____

Roll Call Vote:

Michael Whitton, Supervisor _____

Eliot Werner, Councilperson _____

Katherine Mustello, Councilperson _____

Charles Dykas, Councilperson _____

Marion Auspitz, Councilperson _____

LOCAL LAW ____ OF 2026, entitled:

Local Law Amending Town Code §250-78: Freshwater Wetlands, Watercourses, Lakes, Ponds, and Floodplains

BE IT ENACTED BY, the Town Board of the Town of Clinton as follows:

1. The Title of §250-78 of the Town Code, "Freshwater wetlands, watercourses, lakes, ponds and floodplains" is hereby revised to be titled "Freshwater Wetlands, Watercourses, Waterbodies and Floodplains."
2. §250-78 of the Town Code is hereby amended by repealing the existing §250-78 in its entirety and replacing it with a new §250-78, which shall read as follows:

§ 250-78. Freshwater Wetlands, Watercourses, Waterbodies and Floodplains.

- A. **Purpose.** The purpose of this Section is to eliminate or minimize negative impacts caused by development in or adjacent to freshwater Wetlands, Watercourses, Waterbodies, Floodplains, and natural drainage systems, while ensuring the continued public benefit and ecosystem services provided by these areas, defined as "Controlled Areas" in the Town.
- B. **Legislative Intent.** The Town Board has determined that the public interest, health and safety, and economic and general welfare of the residents of the Town, are best served by providing for the protection and preservation of the Town's Controlled Areas. This Section is intended to protect water supplies, aquifers, stormwater management capacity, chemical and pollutant filtration ability, habitat and breeding environment, and recreational opportunities provided by the Town's water resources.
- C. **Regulated activities that do not require a permit.** Regulated activities occurring within a Controlled Area for which either a positive project jurisdictional determination or a Wetland Disturbance Permit has been issued by the New York State Department of Environmental Conservation (DEC), and submitted to the Town of Clinton Building Department, shall not be subject to the requirements of this Section. For actions determined to require a Wetland Disturbance Permit from the DEC pursuant to the New York State Freshwater Wetlands Act, documentation for said permit shall be filed with the Town Building Department.
- D. **Regulated activities that require a permit.** Except as otherwise provided in Subsection E herein concerning exempt activities, it shall be unlawful, in the absence of a permit issued pursuant to this Section, to conduct any of the following activities in any Controlled Area:
 - (1) Place or construct any Structure.
 - (2) Place or construct any part of a septic or sewage disposal system, including a sewage treatment plant or similar system.

- (3) Place or construct any road, driveway, utilities, utility corridor, or similar improvements.
- (4) Conduct any form of draining, dredging, excavation, or removal of material.
- (5) Conduct any form of dumping, filling, or depositing of material.
- (6) Introduce any form of pollution, including but not limited to surface water discharge; discharge from a sewage disposal system; the deposition or introduction of inorganic chemicals, animal wastes, pesticides, or fertilizers; or the discharge of solid, liquid, or gaseous wastes.
- (7) Alter or modify any natural features and contours or natural drainage patterns.
- (8) Construct dams or other water control devices.
- (9) Create an increase or decrease in the flow, velocity, or volume of water within any Controlled Area, not related to the natural seasonal fluctuations of same.

E. **Exempt Activities.** The following activities do not require a permit under this Section:

- (1) Deposition or removal of the organic material in any Controlled Area by recreational or commercial fishing, aquaculture, hunting, or trapping, where otherwise permitted and regulated through another agency.
- (2) The in-kind maintenance, repair, and/or replacement of existing structures or improved areas including but not limited to bridges, roads, driveways, sheds, bulkheads, docks, piers, or pilings.
- (3) Public health activities under orders and regulations of the New York State Department of Health, provided that copies of all such orders and regulations affecting any Controlled Area have been filed with the Zoning Administrator.
- (4) Any actual or ongoing emergency activity that is immediately necessary for the protection and preservation of life, property, or natural resource values.
- (5) The application of nonpolluting chemicals and dyes for maintenance purposes.
- (6) All activities listed in § 24-0701(3) through (8) of the New York Environmental Conservation Law as exempt from the permit requirements of the New York State Department of Environmental Conservation, and defined by 6 NYCRR 663.2 of the New York State Environmental Conservation Rules and Regulations.
- (7) The installation of approved dry hydrants.
- (8) The salting and sanding of public roads by Town, County and State highway departments.
- (9) Placement or construction of any structure or other improvement in a Controlled Area on land that is not within twenty-five (25) feet of a Wetland, Watercourse, or Waterbody and that does not entail more than thirty (30) cubic feet of soil disturbance.
- (10) Excavation or removal of material, or dumping, filling or depositing of material, in a Controlled Area on land that is not within twenty-five (25) feet of a Wetland, Watercourse, or Waterbody, where the total amount of material to be removed, deposited, or disturbed does not exceed thirty (30) cubic feet.
- (11) Routine maintenance to existing lawns, gardens or landscaped areas occurring within the Buffer adjacent to the Wetland such as mowing and

garden activities, maintenance of a vegetable or flower garden, provided direct land disturbance does not exceed thirty (30) cubic feet.

F. Application Process.

- (1) The issuance of permits for regulated activities under this Section shall be the purview of the Planning Board, to which the Zoning Administrator shall refer all permit applications deemed to be complete. Applications for permits for regulated activities shall be filed with the Zoning Administrator. To the extent practical, review of applications pursuant to this Section shall take place in concert with the review of any principal activity being reviewed by the Planning Board.
- (2) The Planning Board may request the advice of the Conservation Advisory Council, specialists, or consultants, and may conduct a public hearing, for the purpose of collecting information necessary to make an appropriate determination of potential impacts on any Controlled Area. The applicant shall deposit an escrow amount specified by the Planning Board in the event that a professional consultant is required to support the Planning Board's findings.
- (3) Where an application has been made to the Zoning Administrator, Town Board, or Planning Board for an action that is subsequently determined to require a permit pursuant to this Section, a copy of that application shall be deemed an application sufficient to proceed under this Section.
- (4) Prior to submitting an application, the applicant shall request a jurisdictional determination from the New York State Department of Environmental Conservation if required by the DEC. All submission materials associated with the jurisdictional request, and the resulting determination, shall be submitted to the Zoning Administrator. Positive jurisdictional determinations shall follow the regulation of Section C above.
- (5) If a permit is required pursuant to this Section, the applicant shall file an application in such form and with such information as the Planning Board shall prescribe, with the Zoning Administrator. The Zoning Administrator shall review the application for completeness. At a minimum, the following information shall be required:
 - (a) A written explanation setting forth why the proposed activity cannot be located outside of the Controlled Area.
 - (b) Applications proposing activities that may affect the water retention capacity, water flow, or other drainage characteristics of any Controlled Area shall include a statement of the impact of the proposed activities on upstream and downstream areas, giving appropriate consideration to flood and drought levels and the projected amount of rainfall.
 - (c) A site map showing all Controlled Areas on the site under review and within two hundred (200) feet of the site boundaries.
 - (d) A description of the vegetative cover of the area.
 - (e) A description of the soil types on the site.
 - (f) Where the creation of a Lake or Pond is proposed, details of the construction of any dams, embankments, outlets, or other water

control devices and an analysis of the wetland hydrologic system, including seasonal water fluctuation, inflow/outflow calculations, and subsurface soil, geology, and groundwater conditions.

(g) A SEQRA Environmental Assessment Form.

G. **Standards for Permit Decisions.** In approving or denying any application for a permit under this Section, the Planning Board shall consider the effect of the proposed regulated activity on the ecology and aesthetic value of the Controlled Area, and on the public health and welfare. The Planning Board shall apply the following standards in making its determination:

- (1) Impacts to Controlled Areas should be considered in terms of the present and future effects of the proposed activity on the Controlled Areas. Potential impacts to Controlled Areas may include:
 - (a) Infilling or other modification of natural topographic contours and the potential for increased soil erosion.
 - (b) Disturbance or destruction of naturally occurring habitats, including native flora and fauna.
 - (c) The potential for sediments or other materials causing increased water turbidity or substrate deposition.
 - (d) Removal or disturbance of wetland soils.
 - (e) Reductions in water supply or water quality.
 - (f) Interference with water circulation, water flows, or flood storage.
 - (g) Reduction or increases in nutrients.
 - (h) Influx of toxic chemicals or heavy metals.
 - (i) Thermal changes in the water supply.
- (2) The potential negative impacts of the proposed regulated activity upon Controlled Areas should be eliminated or minimized to the maximum extent practical.
- (3) The extent to which the private or public benefit to be derived from the proposed activity may outweigh or justify the possible degradation of any Controlled Area.

H. **Findings.** Permits may be issued by the Planning Board pursuant to this Section upon written finding that:

- (1) The proposed regulated activity is consistent with the policy of this Chapter to preserve, protect, and conserve Controlled Areas and the benefits derived therefrom.
- (2) The proposed regulated activity is compatible with the public health and welfare.
- (3) The proposed regulated activity cannot practicably be relocated on the site to eliminate or reduce the intrusion into any Controlled Area.

I. **Permit conditions.** Any permit issued pursuant to this Section may be issued with conditions to assure the preservation and protection of affected Controlled Areas and compliance with the policy and provisions of this Section.

J. **Penalties for offenses.** Any person convicted of having violated or disobeyed any provision of this Section, or any condition imposed by the approval authority in a permit granted pursuant to this Section, shall be guilty of a Violation Zoning Enhanced pursuant to Town Code § 137-1, "Schedule of fines."

K. **Enforcement & Appeals.**

- (1) This Section shall be enforced by the Zoning Administrator, the Town Attorney or Attorney to the Town and/or any other enforcement officer as may be designated by the Town Board.
- (2) The Town is specifically empowered to seek injunctive relief restraining any violation, threatened violation, or breach of any permit condition under the provisions of this Section, and/or to compel the restoration of the affected Controlled Area to its condition prior to the violation or breach of any permit condition. If the Town is successful in obtaining preliminary and/or permanent injunctive relief, it shall be entitled to an award by the court of its reasonable attorney's fees.
- (3) **Appeals.** Any appeal from a Planning Board determination under this Section shall be made by an aggrieved party to the Supreme Court of the State of New York, Dutchess County, in the manner provided by Article 78 of the Civil Practice Law and Rules.

3. Chapter 250 is hereby amended by repealing and removing the following definitions from Section 105:

Controlled Area
Floodplain
Lake
Pond
Watercourse
Wetland

4. Chapter 250 is hereby amended by adding the following definitions to Section 105:

CONTROLLED AREA

A. For the purposes of § 250-78, the "Controlled Area" shall mean:

- (1) Any area including or within one hundred (100) feet of a Watercourse or Waterbody identified on the Town of Clinton Natural Resource Inventory – Town Jurisdictional Wetlands, as amended;
- (2) Any Wetland between five (5) acres and 12.4 acres and the area within one hundred (100) feet of the boundary of such Wetland identified on the Town of Clinton Natural Resource Inventory – Town Jurisdictional Wetlands, as amended;
- (3) Any Wetland between one-half (0.5) acre and five (5) acres and the area within fifty (50) feet of the boundary of such Wetland identified on the Town of Clinton Natural Resource Inventory – Town Jurisdictional Wetlands, as amended; and
- (4) Land within the one-hundred-year Floodplain identified on the Town of Clinton Natural Resource Inventory – Town Jurisdictional Wetlands.

- B. Controlled Areas shall be as depicted on the map entitled "Town of Clinton Natural Resources Inventory – Town Jurisdictional Wetlands" or such revised updated and adjusted NRI map as may be approved by later resolution of the Town Board and on file in the office of the Clerk of the Town of Clinton.

FLOODPLAIN — A land area adjoining a river, stream, watercourse, pond, or lake that is susceptible to being inundated by water from any source, identified on the Town of Clinton Natural Resource Inventory 2024 – Map 12a – Town Jurisdictional Wetlands, dated November 5, 2024. The term "one-hundred-year floodplain" shall mean the highest elevation of water from flooding that, on the average, is likely to occur once every one hundred (100) years, or a one (1) percent chance of occurring each year.

LAKE — See "Waterbody."

POND — See "Waterbody."

WATERBODY — An inland body of water that, for the purposes of § 250-78, has a surface water area at the mean high water mark of one (1) acre or larger, identified on the Town of Clinton Natural Resource– Town Jurisdictional Wetlands, as amended.

WATERCOURSE — A perennial stream, creek, brook, or other path through which surface water travels on a regular basis, identified on the Town of Clinton Natural Resource Inventory – Town Jurisdictional Wetlands. Intermittent streams and drainage areas that contain water only during and immediately after a rainstorm shall not be considered Watercourses.

WETLAND — Areas identified as "Wetlands" in the Town of Clinton Natural Resource Inventory– Town Jurisdictional Wetlands, as amended.

5. The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of this Local Law, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase of this Local Law, which shall remain in full force and effect.
6. This Local Law is adopted pursuant to the New York State Constitution and New York Municipal Home Rule Law § 10 to advance and protect the health, safety and welfare of the Town.
7. To the extent that any provision of this Local Law is inconsistent with Town Law §§ 263, 274-a, 274-b or any other provision of Article 16 of the Town Law, the provisions of this Local Law are expressly intended to and do hereby supersede any such inconsistent provisions under the Town's municipal home rule powers, pursuant to Municipal Home Rule Law § 10(1)(ii)(d)(3); § 10(1)(ii)(a)(14) and § 22 to supersede any inconsistent authority.
8. This Local Law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION of 2025

At a meeting of the Town of Clinton Town Board duly held at the Town Hall, Centre Road in the Town of Clinton on the 8th day of December, 2025. Upon the calling of the roll by the Town Clerk the following members were:

Present:

Absent:

The following resolution was offered for adoption by _____ which resolution was seconded by _____

RESOLUTION UPHOLDING IN PART AND REVERSING IN PART THE DETERMINATION OF THE TOWN OF CLINTON RECORDS ACCESS OFFICER DATED NOVEMBER 13, 2025 AND AUTHORIZING THE RELEASE OF CERTAIN RECORDS PURSUANT TO THE NEW YORK FREEDOM OF INFORMATION LAW AND CHAPTER 184 OF THE TOWN CODE

WHEREAS, Graham Trask ("Trask") submitted a Freedom of Information Law ("FOIL") request to the Town Records Access Officer by letter dated October 31, 2025;

WHEREAS, the Town Records Access Officer responded to this FOIL request by letter dated November 13, 2025, in which the Town Records Access Officer granted in part, as certain records were provided, and denied in part, as certain records were withheld, Trask's request;

WHEREAS, the Town Records Access Officer's denial of access to certain records or portions thereof was made pursuant to the provisions of Section 184-2 the Town Code and FOIL;

WHEREAS, by letter dated November 24, 2025 Trask appealed the denial of access regarding items 4 and 6 in his FOIL request dated October 31, 2025;

WHEREAS, Section 184-8 of the Town Code provides that the Town Board shall hear and determine all appeals from denials of access to records; and

WHEREAS, the Town Board has reviewed both Trask's appeal and all records relevant to Trask's FOIL request.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board determines that additional records beyond what was provided to Trask should be disclosed;

BE IT FURTHER RESOLVED, that the Town Board determines that certain records must be redacted or withheld in their entirety as they constitute intra-agency records which are deliberative in nature and do not fall under any of the exceptions enumerated in Section 184-2 of the Town Code or FOIL

BE IT FURTHER RESOLVED, that the Town Board determines that certain records must be redacted or withheld in their entirety as they constitute attorney work product or are shielded from disclosure pursuant to the attorney-client privilege;

BE IT FURTHER RESOLVED, that the Town Board reverses the determination of the Records Access Officer to the extent that the partially redacted records attached hereto and made a part hereof shall be released to Trask, in accordance with the provisions of Town Code Chapter 184 and FOIL;

BE IT FURTHER RESOLVED, that the determination of the Records Access Officer is upheld in all other respects;

BE IT FURTHER RESOLVED, that the Town Board directs that a copy of this Resolution, which constitutes the determination of the Town Board in regard to the instant appeal, be transmitted to Trask and the Committee on Open Government, Department of State, 162 Washington Avenue, Albany, New York 12231.

The vote having been taken upon such resolution the result was as follows:

Supervisor Michael Whitton	VOTING	_____
Councilman Eliot Werner	VOTING	_____
Councilman Katherine Mustello	VOTING	_____
Councilman Charles Dykas	VOTING	_____
Councilwoman Marion Auspitz	VOTING	_____

There being a majority of the Town Board voting to approve the resolution, the resolution was declared by the Town Supervisor to have been adopted.

IN WITNESS WHEREOF, I affix the seal of the Town of Clinton as the Clerk thereof, this day of December, 2025.

TOWN OF CLINTON, NEW YORK

Town Clerk:

Carol Mackin