

Resolution of 2023

**RESOLUTION AUTHORIZING THE ADOPTION
BY THE TOWN OF CLINTON, NEW YORK**

OF LOCAL LAW NO. OF 2023 entitled

“A Local Law to Override the Tax Levy Limit for Fiscal Year 2024”

WHEREAS, on September 12, 2023 a resolution was duly adopted by the Town Board of the Town of Clinton, New York authorizing a public hearing to be held by the Town Board on October 10, 2023, at 6:25 p.m. at the Clinton Town Hall at 1215 Centre Rd, Rhinebeck (Town of Clinton), New York, to hear all interested parties on a proposed Local Law entitled **“A Local Law to Override the Tax Levy Limit for Fiscal Year 2024”**, and

WHEREAS, notice of the public hearing was duly advertised in the Poughkeepsie Journal, the official newspaper of said Town, on the 25th day of September 2023; and

WHEREAS, the public hearing was duly held on the 10th day of October 2023 at 6:25 p.m. at the Clinton Town Hall at 1215 Centre Rd, Rhinebeck (Town of Clinton), New York, and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said proposed Local Law, or any part thereof; and

WHEREAS, the Town Board having determined that all parties entitled to notice have been duly given notice thereof; and

WHEREAS, pursuant to 6 NYCRR Part 617 of the implementing regulations pertaining to Article 8 State Environmental Quality Review Act (SEQRA) the Town Board hereby determines that adoption of this proposed Local Law is a Type II action which would not have a significant effect upon the environment; and

WHEREAS, the Town Board, after due deliberation, finds it in the best interest of the Town to adopt said Local Law, with the sole enactment that the proposed law to create a provision to override Chapter 97 (Part A) § 3-C s.5, Laws of New York 2011 concerning the Property Tax Cap of 2% which states:

The Town Board is hereby authorized to override the Tax Levy Limit established pursuant to General Municipal Law Sec. 3-c, for Fiscal Year 2024, and to adopt a budget for Fiscal Year 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Sec. 3-c. is enacted, so that the Town can pass its 2024 budget.

Now On Motion of Supervisor Whitton duly seconded by Councilman

Now, Therefore Be It Resolved, that the Town Board hereby adopts said **Local Law No. of 2023, entitled “A Local Law to Override the Tax Levy Limit for Fiscal Year 2024”** a copy of which is attached hereto and made a part of this resolution; and

Be It Further Resolved, that the Town Clerk be and she hereby is directed to enter this Local Law in the minutes of this meeting and give due notice of the adoption of this Local Law to the Secretary of the State of New York.

The foregoing resolution was voted upon with all councilmen voting as follows:

Supervisor Michael Whitton	VOTING	AYE
Councilman Chris Juliano	VOTING	AYE
Councilman Eliot Werner	VOTING	AYE
Councilman Dean Michael	VOTING	AYE
Councilman Katherine Mustello	VOTING	AYE

DATED: Clinton, New York
October 10, 2023



Carol-Jean Mackin, Town Clerk

TOWN OF CLINTON – DUTCHESS COUNTY

LOCAL LAW NO. OF 2023

“A Local Law to Override the Tax Levy Limit for Fiscal Year 2024”

Be it enacted by the Town Board of the Town of Clinton as follows:

SECTION 1. AUTHORITY.

This Local Law is enacted pursuant to subdivision 5 of N.Y. General Municipal Law §3-c (the “Property Tax Cap Law”), which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

SECTION 2. PURPOSE.

The purpose of this local law is to permit the Town Board to override the tax levy limit on the amount of property taxes that may be levied by the Town of Clinton pursuant to the Property Tax Cap Law, and to allow the Town to adopt a budget for Fiscal Year 2024 that requires a real property tax levy in excess of the “tax levy limit” as defined by the Property Tax Cap Law. Such override is necessary and in the best interests of the Town.

SECTION 3. TAX LEVY LIMIT OVERRIDE. The Town of Clinton Town Board is hereby authorized to override the Tax Levy Limit established pursuant to N.Y. General Municipal Law §3-c, for Fiscal Year 2024, and to adopt a budget for Fiscal Year 2024 that requires a real property tax levy in excess of the amount otherwise prescribed in N.Y. General Municipal Law §3-c.

SECTION 4. SEVERABILITY

If any clause, sentence, paragraph, section or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to said clause, sentence, paragraph, section or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such order or judgment shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon its filing with the Secretary of State as provided in §27 of the N.Y. Municipal Home Rule.

Intermunicipal Agreement for Snow Removal and Ice Control Services

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation having its office and place of business at 22 Market Street, Poughkeepsie, New York, 12601, hereinafter referred to as the "**County**," and the **TOWN OF CLINTON**, a municipal corporation within the County of Dutchess, having its office and place of business at 1215 Centre Road, Rhinebeck, NY 12572, hereinafter referred to as the "**Town**."

WITNESSETH

WHEREAS, the County owns, operates, and maintains a highway system in the towns and villages of the County, and

WHEREAS, the County Commissioner of Public Works, in his capacity as the County Superintendent of Highways has general charge and supervision of the work of constructing, improving, repairing and maintaining all County roads, and

WHEREAS, County funds may be expended for the control and removal of snow and ice from County roads, and

WHEREAS, the County desires to contract with the Town for the control and removal of snow and ice from County roads within the Town, and

WHEREAS, the County Commissioner of Public Works may, pursuant to Dutchess County Administrative Code Article 14.01(b) and Article 33.01, and Dutchess County Charter Section 33.02, contract with the Town for snow removal and for salting or otherwise treating County roads for the purpose of removing the danger of ice and snow, and

WHEREAS, the Town has appropriate snow and ice removal equipment, sufficient snow and ice control personnel and sufficient materials on hand to contract with the County for snow and ice control services, and

WHEREAS, the Supervisor of the Town has been authorized to execute this Intermunicipal Agreement pursuant to the Town Board Resolution No. 32 of 2020, (annexed hereto as **Exhibit A**), and

WHEREAS, the County Executive has been authorized to execute this Intermunicipal Agreement pursuant to Dutchess County Legislature's Resolution No. 2017200, (annexed hereto as **Exhibit B**),

NOW THEREFORE, in consideration of the mutual covenants, agreements, and consideration hereinafter set forth and pursuant to Section 135-a of the New York State Highway Law, the parties hereto mutually agree that the Town will provide snow and ice control services on a portion of the County highway system within the Town and that the County will pay for, and reimburse the Town for the provision of these services in the manner described herein.

I. TERM OF THE AGREEMENT:

The term of this Agreement shall be for a period of one (1) year beginning **October 1, 2023**, and expiring on **September 30, 2024**.

II. EXTENSION:

This Agreement may be extended for two (2) additional periods of one (1) year each, upon such terms and conditions as the parties may agree.

III. SCOPE OF WORK:

This Agreement shall include all activities necessary to control snow and ice, together with all necessary labor, equipment, and materials. The following list of Standard Activities will be routinely performed by the Town:

1. Supervision
2. Supervisory Patrolling
3. Radio watch/ Dispatch
4. Preparedness for snow and ice control
5. Plowing of snow from the roadways and shoulders, and/or the application of anti-icing or deicing materials
6. Removal of snow at intersections to improve sight distance and safety
7. Treatment of slippery spots, including 'black ice', and bridges
8. Routine benching using plow trucks.

IV. SERVICES TO BE PROVIDED:

The basic service elements to be provided by the Town as part of this Agreement are as follows:

Snow Control Goals

Perform work in accordance with Dutchess County Department of Public Works Snow & Ice Control Guidelines, dated October 5, 2020.

Removal of Snow from Intersections

Snow shall be cleared from intersections with County/County or County/Town roads sufficiently to provide adequate sight distance and safety.

Material Application Rate

The application rate of Traction Sand or Anti-Icing/De-Icing Agents on County roads shall be based on prevailing and expected weather conditions in accordance with Dutchess County Department of Public Works Snow & Ice Control Guidelines, dated October 5, 2020.

V. LEVEL OF SERVICE:

The Town will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to meet the objectives of the Dutchess County Department of Public Works Snow & Ice Control Guidelines, dated October 5, 2020. The Town shall clear such County highways of snow and ice as designated by the County, to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms as may be deemed by the County to be in the best interest of the public.

The County roads on which the Town is to perform snow and ice control operations are attached to this agreement as **Exhibit C**.

VI. PAYMENT:

Payment will be \$5,600.00 per mile for the period of October 1, 2023 through April 30, 2024.

The payment is based on the following percentages:

- 51% for materials.
- 46% for labor and equipment.
- 3% for inspection and supervision.
- In the event that unusual weather conditions occur which cause the Town to utilize considerably more or less resources than expected to perform the work, the DPW Commissioner and the Town Supervisor agree to meet to discuss adjustments to the Payment terms of this Agreement.
- The Town shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller.

VII. METHOD OF PAYMENT:

The total due will be computed by multiplying the amount of county road miles assigned (Exhibit A) by the annual cost per mile. This total amount due will be paid in two payments. The first payment of 50% will be made on December 1, 2023. The final payment of 50% will be made by April 30, 2024. This final payment will include any adjustments that may arise during the winter season.

VIII. INDEMNIFICATION:

The Town agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from this Agreement. The Town shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The

term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

IX. INSURANCE REQUIREMENTS:

At all times during the term of this Agreement, the Town shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

1) Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each Town shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Works Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Town is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.

2) Commercial General Liability

- a. Insurance coverage including blank contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability.
- c. The County must be listed as an additional insured.
- d. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

3) Automobile Liability

- a. Insurance coverage for all owned, scheduled, hired and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000.
- b. This insurance shall include coverage for bodily injury and property damage.
- c. The County must be listed as additional insured.

4) CERTIFICATE HOLDER AND ADDITIONAL INSURED SHALL BE NAMED AS:

County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

5) Excess/Umbrella Liability

- a) with limits not less than \$5,000,000 per occurrence with a 5,000,000 aggregate.
- b) The County must be included as additional insured.

6) The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess and automobile liability policies.

County of Dutchess
22 Market Street
Poughkeepsie, NY 12601

- (B) In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (C) The commercial general and automobile policies are primary and noncontributory.
- (D) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (F) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

7) All policies of insurance referred to above

- a) shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better.

i) In the alternative, the policies of insurance referred to above may be underwritten by non-Admitted companies with an A.M. Best financial strength rating of A+ or higher.

- b) In addition, every policy required above shall be primary and noncontributory.

c) Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Town. The Town shall be solely responsible for any deductible losses under each of the policies required above.

- 8) Payment(s) to the Town may be suspended in the event the Town fails to provide the required insurance documentation in a timely manner.**

- 9) Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:**

**Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601**

a) On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Town to replace the cancelled insurance policy or rectify any material change in the policy so that the insurance coverage required by the paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Prior to canceling this Agreement, the Town shall be given ten (10) calendar days to cure the insurance policy.

i) Failure of the Town to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Town from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Town concerning indemnification.

b) All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

X. EXECUTORY:

The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the moneys available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year beyond the initial year herein, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of this Agreement.

XI. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of "electronic signatures" as regulated by New York State Technology Law Article 3, "Electronic Signatures and Records Act".

XII. ENTIRE AGREEMENT:

The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement this _____ day of _____, 2023.

APPROVED AS TO FORM:

County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

By: _____
William F.X. O'Neil
Acting County Executive

APPROVED AS TO CONTENT:

Robert H. Balkind, P.E.
Commissioner of Public Works

ACCEPTED: TOWN OF CLINTON

By: _____
Michael Whitton
Town Supervisor

Gary Cooper
Director of Highway Construction
and Maintenance

EXHIBIT "B"

PUBLIC WORKS & CAPITAL PROJECTS

RESOLUTION NO. 2017200

RE: AUTHORIZATION TO ENTER INTO INTERMUNICIPAL
AGREEMENTS FOR SNOW AND ICE CONTROL SERVICES
BY THE LOCAL MUNICIPALITIES

Legislators PULVER and BORCHERT offer the following and move its adoption:

WHEREAS, Article 6, Section 135-a of the New York State Highway law provides authorization for the County to empower the Commissioner of Public Works to enter into agreements with various municipalities for the purpose of removing snow from County roads or for sanding or otherwise treating them for the purpose of removing the danger of snow and ice, and

WHEREAS, the Commissioner of Public Works, in his capacity as the County Superintendent of Highways, has determined that it is in the best interest of the County, and the safety and transportation needs of residents and users of the highways in outlying areas of the County, to enter into agreements with various municipalities for the assistance of snow and ice removal from County roads, and

WHEREAS, a copy of the proposed Intermunicipal Agreement for Snow Removal and Ice Control Services is annexed hereto, now, therefore, be it

RESOLVED, that the County Executive is authorized to execute Intermunicipal Agreements for Snow and Ice Control Services with various municipalities in substantially the same form as annexed hereto.

CA-121-17
09/06/17
CAB/AMS/kvb/G-1462-O
Fiscal Impact: See attached statement.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 10/10/2017

STATE OF NEW YORK

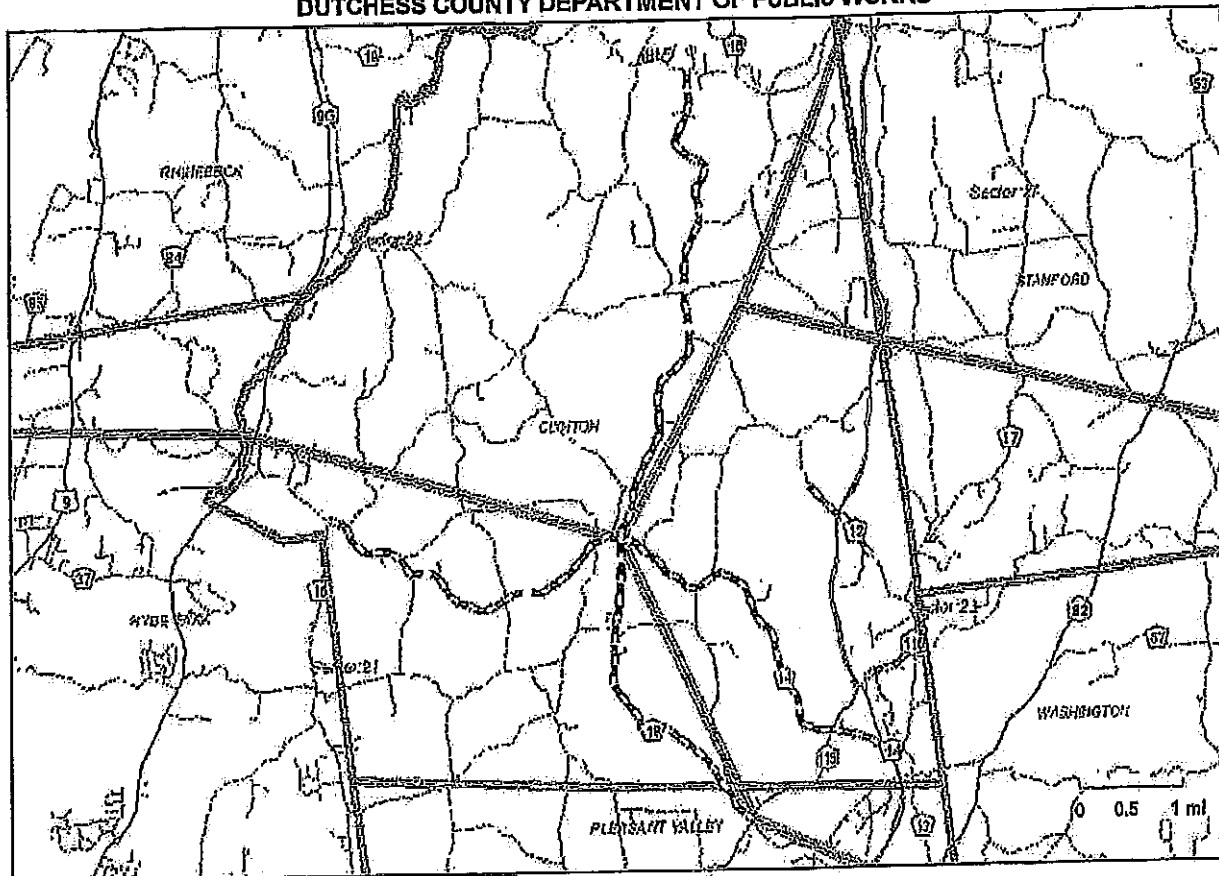
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 10th day of October 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 10th day of October 2017.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

DUTCHESS COUNTY DEPARTMENT OF PUBLIC WORKS



TOWN OF CLINTON

TOWN OF CLINTON

17	Salt Point TRNPK	0.55
18	Clinton Hollow Rd	3.22
14	Hollow Rd (CR 18 East)	3.15
14	Hollow Rd	3.4
12	Schultzville Rd	0.89
18	Centre Rd	4.72
14	Hollow Rd (CR 18 East)	0.5
		16.43

Total Mileage: 16.43



Town of Clinton

RESOLUTION 32 of 2020

At a meeting of the Town Board of the Town of Clinton held on August 11, 2020 Supervisor Oberly offered the following Resolution and moved its adoption, Seconded by Councilman Michael:

WHEREAS, the Town Superintendent of Highways has been requested by the County of Dutchess to participate in the regional County Highway Snow and Ice Control Program within the boundaries of the Town, and

WHEREAS, the County of Dutchess is requesting that the Town enter into a contract with the County for participation in the County Snow and Ice Control Program, and

WHEREAS, and logically, an earlier or sooner response factor can be provided by Town units and personnel within the locale thereby benefiting the overall safety and welfare of town residents and local community interest, and

WHEREAS, such participation by the Town in removing snow from designated County Highways, and by sanding and salting or otherwise treating them for the purpose of maintaining highway safety and accessibility for emergency services, is specifically authorized by Article 6, Section 135-a of the New York State Highway Law, now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to execute a contract for the Town's participation in the County Snow and Ice Control Programs, and the Town Superintendant of Highways is herein authorized to perform such work in accordance with, and to receive payment as outlined in the Town and County contract for the County Snow and Ice Control Program for the Winter season October 1, 2020 to September 30, 2021.

I, Carol-Jean Mackin, Town Clerk of the Town of Clinton, DO HEREBY CERTIFY that the foregoing is a true copy of a resolution offered and adopted at a meeting of the Town Board, held on August 11, 2020.



Carol-Jean Mackin, Town Clerk

INVESTMENT SCHEDULE



PREPARED FOR

Town of Clinton

September 6, 2023

PREPARED BY

Gene Canevari

gene.canevari@tbs.toshiba.com

TOSHIBA

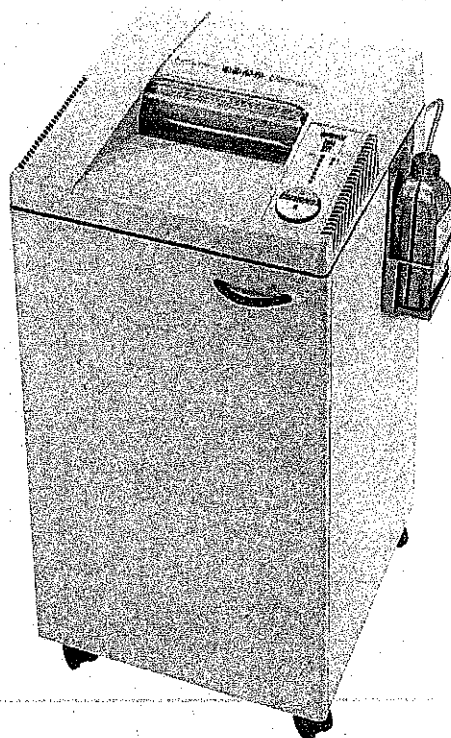
destroyit®

BUSINESS SHREDDERS

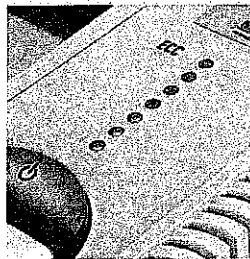
⇒ 2604 CENTRALIZED OFFICE SHREDDER WITH AUTOMATIC OILER

"SPS" (Safety Protection System) package: electronically controlled, transparent safety shield in the feed opening; "Easy Switch" control element uses color codes and back-lit symbols to indicate operational status; automatic reverse and power cut-off (avoids paper jams); automatic power cut-off when shred bin is full or when cabinet door is opened; double protection against overheating; "ESM" (Energy Saving Mode) after 1 hour of inactivity | automatic start and stop controlled by photo cell | "ECC" (Electronic Capacity Control) indicator helps prevent paper jams by indicating sheet capacity levels during the shredding process | automatic oil injection insures optimal performance at all times (cross-cut and SMC models) | wide, 10 1/4" feed opening | high quality, hardened steel cutting shafts take staples, paper clips, credit cards, and CDs (strip- and cross-cut models) | super micro-cut (SMC) model meets all NSA/CSS specifications and is DOD approved | lifetime warranty on the cutting shafts (strip- and cross-cut models) | 1 year warranty on SMC cutting shafts | quiet and powerful single phase motor rated for continuous operation | sturdy "twin drive system" with dust-proof gear box housing | high quality wooden cabinet mounted on casters | convenient shred bin | 26 gallon shred volume (approximate)

Dimensions (D x W x H): 18 1/2 x 22 1/2 x 36 1/2 inches, Shipping weight: 123 lbs.



CAPACITY INDICATOR



"ECC" (Electronic Capacity Control) indicator helps prevent paper jams by monitoring capacity levels during operation.

⇒ 2604 STRIP-CUT

Strip width 3/16"
Sheet capacity 27-30*
Security level 2
Feed opening 10 1/4"
Max. horsepower 1

⇒ 2604 CROSS-CUT

Particle size 3/16" x 1 1/2"
Sheet capacity 20-22*
Security level 3
Feed opening 10 1/4"
Max. horsepower 1

⇒ 2604 CROSS-CUT

Particle size 3/32" x 5/8"
Sheet capacity 12-14*
Security level 4
Feed opening 10 1/4"
Max. horsepower 1

⇒ 2604 SMC HIGH SECURITY

Particle size 1/32" x 3/16"
Sheet capacity 6-8*
Security level 6
Feed opening 10 1/4"
Max. horsepower 1

* may vary due to variations in paper and power supply

All technical data is approximate and subject to change. © MBM Corporation, 2/2010.

Dealer:

MBM
CORPORATION

3134 Industry Drive
North Charleston, South Carolina 29418
800-223-2508, fax: 843-552-2974
www.mbmcorp.com

IDEAL.MBM
CORPORATION

1675 Sismet Road, unit 4
Mississauga, Ontario L4W 4K8
800-387-2528, fax: 905-840-1114
www.ideal-mbm.com

INVESTMENT SCHEDULE

Town of Clinton

Proposed Solution

Model Details

- (1) destroyit 2604 Cross Cut Shredder

Initial Investment

\$3,199.00

Non- Cross-cut Model is available for \$150 less than the model quoted above.

Service contract can be added on for the amount of \$383.00 per year.

Oct. 10, 2023
~~January 10, 2019~~

**Re: Notice to Bidders
Town of Clinton
HVAC Preventive Maintenance and General Repair and Emergency Service**

Request for Proposals are sought and invited by the Town Board, Town of Clinton for HVAC Preventive Maintenance and General Repair and Emergency Service as specified in the Request for Proposal prepared by Clark, Patterson and Lee (CPL), 9 Elks Lane, Poughkeepsie, New York 12601. To receive an e-mail copy of the RFP contact Carol Mackin, Town Clerk at 845-266-5853.

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 ~~February 6, 2019~~ *11/16/23*. 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 Original Town Hall Building, the Masonic Hall and the School House, all located 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.

sections

1.0 PURPOSE

2.0 SCOPE

3.0 RESPONSIBILITIES

4.0 EXPOSURE DETERMINATION

5.0 EXPOSURE CONTROL PROCEDURES

6.0 HEPATITIS VACCINATION PROGRAM

7.0 EMPLOYEE COMMUNICATION AND TRAINING

8.0 EXPOSURE INCIDENT EVALUATIONS

9.0 SHARPS INJURY LOG

Appendices

APPENDIX A: HEPATITIS B IMMUNIZATION & HEPATITIS B IMMUNIZATION RECORD

APPENDIX B: DECLINATION STATEMENT

APPENDIX C: EXPOSURE INCIDENT FORM

APPENDIX D: SHARPS INJURY LOG

APPENDIX E: PROCEDURE FOR BLOOD CONTAMINATION CLEANUP

1.0 PURPOSE

The purpose of this written program is to ensure that all employees with potential exposure to bloodborne pathogens and other bodily fluids understand the hazards associated with their exposure and the corrective actions necessary to protect them from injury and illness in accordance with 29 CFR 1910.1030.

This document serves as a policy for the development, implementation, and maintenance of programs for bloodborne pathogens (BBPs), First Aid / CPR, and AED requirements for the Town of Clinton.

There are no jobs with responsibilities that present inherent exposure to bloodborne pathogens in the Town of Clinton. The jobs identified in this plan have collateral duties that may expose Town of Clinton employees to potentially infectious materials. This procedure pertains to all employees who may be exposed to BBPs in work-related situations.

The purpose of this exposure control plan (ECP) is to outline protective measures to eliminate or minimize Town of Clinton employee exposure incidents.

2.0 SCOPE

This program applies to all Town of Clinton employees who, through our exposure determination, may incur occupational exposure to blood or other potentially infectious materials.

The extent of employee exposure shall be limited through the use of engineering controls and personal protective equipment (PPE). This document is designed to provide a formal procedure for identifying and controlling all potential BBP exposures.

Violation of established BBP procedures is a serious offense and failure to comply with this plan shall result in appropriate disciplinary action. Any violation of this procedure shall be reported immediately to the Town Supervisor or designee.

This ECP has been developed in accordance with the OSHA Bloodborne Pathogens Standard, 29 CFR 1910.1030.

3.0 RESPONSIBILITIES

3.1 Plan Administrator. The Town Supervisor or designee has overall responsibility for maintaining the ECP and is responsible for the following:

- 3.1.1 Evaluating new tasks or procedures that may require the use of new safer medical devices.
- 3.1.2 Evaluating new safer medical devices available on the market.
- 3.1.3 Soliciting input from employees on the selection and use of safer medical devices.
- 3.1.4 Reviewing this plan on an ongoing basis (at least annually).

3.2 Only trained and authorized employees shall be allowed to respond to situations that pose an occupational risk of exposure.

3.3 Any questions concerning the plan should be addressed to the Town Supervisor or designee.

4.0 EXPOSURE DETERMINATION

The Town of Clinton has conducted an exposure determination for all job classifications that may incur occupational exposure to blood or other potentially infectious materials. The exposure determination is made without regard to the use of personal protective equipment (i.e., employees are considered to be exposed even if they wear PPE).

4.1 It has been determined by the Town that persons working in the following job classifications may have occupational exposure to hazards of bloodborne pathogens or other potentially infectious materials:

JOB CLASSIFICATION	TASKS WITH POTENTIAL RISK
Recreation Director	CPR / First Aid response
Lifeguards	CPR / First Aid response Changing and dressing open wounds
Highway employees	Using tools, working on equipment
	CPR / First Aid response
Cleaner	Changing trash can liners Picking up and disposing of trash Cleaning bathrooms

These job classifications define the jobs in which some employees have been assigned certain tasks where there is occupational exposure. Employees in these job classifications who are not assigned and trained to perform these tasks safely to our ECP shall not perform the listed tasks.

4.2 Employees who are covered by the Bloodborne Pathogen Standard will receive an explanation of the ECP during their initial training session. It shall also be reviewed in their annual refresher training. All employees have the opportunity to review this plan at any time during their work shifts by contacting the Town Supervisor or designee.

Note: Good Samaritan acts that result in exposure to blood or other potentially infectious materials as a result of assisting fellow employees (such as giving CPR or first aid) are not included in the Bloodborne Pathogen Standard. However, employees should be encouraged to offer post-exposure medical evaluation and follow-up.

5.0 EXPOSURE CONTROL PROCEDURES

5.1 Universal Precautions

In all circumstances universal precautions, as recommended or defined by the Centers for Disease Control and/or the Occupational Safety and Health Administration (OSHA), will be observed in order to prevent contact with blood and other potentially infectious materials, unless they interfere with the proper delivery of

healthcare or would create a significant risk to the personal safety of the worker.

All blood or other potentially infectious material will be considered infectious regardless of the perceived status of the source individual. These precautions and practices include the following four areas:

5.1.1 Personal hygiene.

5.1.2 Engineering and work practice controls.

5.1.3 Personal protective equipment.

5.1.4 Equipment cleaning and disinfecting.

While the concept of universal precautions is generally accepted as prudent and effective, a more complete worker protection program is required to ensure maximum protection. The approach for the safe handling of infectious agents involves the use of a combination of strategies.

5.2 Engineering Controls

Wherever possible, engineering controls will be utilized to reduce potential exposure. The Town Supervisor or designee will be responsible for inspection and maintenance of these controls. Records will be maintained for frequency of inspection and repairs.

5.2.1 Sharps Containers. Sharps containers shall be used to make sure contaminated sharps (needles, blades, etc.) cannot injure other workers.

5.2.2 Labels. The Town Supervisor or designee shall ensure that biohazard labels shall be affixed to containers of regulated waste, refrigerators, and freezers containing blood or other potentially infectious materials and other containers used to store, transport, or ship blood or other potentially infectious materials. The universal biohazard symbol shall be used. The label shall be fluorescent orange or orange red. Red bags or containers may be substituted for labels. However, regulated wastes must be handled in accordance with the rules and regulations of the organization having jurisdiction. Engineering and work practice controls will be used to eliminate and/or minimize potential exposure. When potential exposure remains, PPE shall be used.

5.2.3 Machine Guarding. The elimination of sharp edges, pinch points, run-in points, and other standard practices to minimize worker injury is an ongoing and active process. Through the elimination of items that can cause physical injury, workers will be protected from unnecessary exposure to bloodborne pathogens.

5.2.4 Hand-washing Facilities. Hand-washing facilities are also available to the employees who incur exposure to blood or other potentially infectious materials. These facilities are readily accessible after incurring exposure. Hand-washing facilities are located throughout the facility.

5.2.5 Handling other regulated waste. The Town of Clinton will provide containers sufficient to contain regulated wastes, other than those regulated by the Bloodborne Pathogens rule, capable of resisting punctures and labeled as a biohazard (as appropriate). These are located in the Town Supervisor's office. The waste shall be placed in containers that are closeable, constructed to contain all contents and prevent leakage of fluids during handling, storage, transportation, or shipping. The waste must be labeled or color-coded and closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

Note: Disposal of all regulated waste shall be in accordance with applicable federal, state, and local regulations.

5.3 Work Practices Controls

Adopted XX/XX/XXXX

5.3.1 Employees shall wash their hands immediately or as soon as possible after removal of gloves or other PPE and after hand contact with blood or other potentially infectious materials.

5.3.3 All PPE must be removed immediately upon leaving the work area or as soon as possible if overtly contaminated and placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

5.3.3 Used needles and other sharps may not be sheared, bent, broken, recapped, or resheathed by hand. Used needles may not be removed from disposable syringes. Recapping is permitted only if no other alternative is feasible and must be done using an approved mechanical device or one-handed technique.

5.3.4 Eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lenses are prohibited in work areas where there is a potential for occupational exposure.

5.3.5 Food and drink shall not be stored in refrigerators, freezers, or cabinets where blood or other potentially infectious materials are stored or in areas of possible contamination.

5.3.6 All procedures involving blood or other potentially infectious materials will be done in a manner which minimized splashing, spraying, and aerosolization of these substances.

5.3.7 Mouth pipetting/suctioning is prohibited.

5.3.8 If conditions are such that hand-washing facilities are not available, antiseptic hand cleaners are to be used. Because this is an interim measure, employees are to wash their hands at the first available opportunity.

5.3.9 Exposed employees should wash their hands and exposed skin as soon as possible after exposure. Contaminated materials are to be properly disposed of as Red Bag Waste, medical waste, or biohazard waste.

5.3.10 Supervisors shall ensure that after the removal of personal protective gloves, employees shall wash hands and any other potentially contaminated skin area(s) immediately or as soon as feasible with soap and water.

5.3.11 Supervisors shall ensure that if employees incur exposure to their skin or mucous membranes, those areas shall be washed or flushed with water as soon as feasible following contact.

5.3.12 Decontamination will be accomplished by following the procedure for blood contamination cleanup flowchart in Appendix E. This process describes the cleanup activities to be followed when any blood is found on the processing line or detected in the production line or on the product. Only trained employees shall be allowed to undertake decontamination activities.

5.4 Personal Protective Equipment

5.4.1 All PPE used at this facility will be provided without cost to employees. PPE will be chosen based on the anticipated exposure to blood or other potentially infectious materials. The protective equipment will be considered appropriate only if it does not permit blood or other potentially infectious materials to pass through or reach employees' clothing, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time during which the protective equipment will be used.

5.4.2 The Town Supervisor or designee shall ensure that appropriate PPE in the appropriate sizes is readily accessible at the work site or is issued without cost to employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to those employees who are allergic to the gloves normally provided.

5.4.3 The Town Supervisor or designee shall ensure that all PPE will be cleaned, laundered, and disposed of by the employer at no cost to the employees. All repairs and replacements will be made by the employer at no cost to employees.

5.4.4 The supervisor shall ensure that all garments penetrated by blood shall be removed immediately or as soon as feasible. All PPE will be removed prior to leaving the work area. When PPE is removed, it shall be placed in an appropriately designated area or container for storage, washing, decontamination, or disposal.

5.4.5 Gloves shall be worn where it is reasonably anticipated that employees will have hand contact with blood, other potentially infectious materials, non-intact skin, and mucous membranes; when performing vascular access procedures; and when handling or touching contaminated items or surfaces.

5.4.6 Disposable gloves used at this facility are not to be washed or decontaminated for reuse and are to be replaced as soon as practical when they become contaminated or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised. Utility gloves may be decontaminated for reuse provided that the integrity of the glove is not compromised. Utility gloves will be discarded if they are cracked, peeling, torn, or punctured, or if they exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

5.4.7 Additional PPE selections (such as use of hairnets, smocks, foot covering, and aprons) may be necessary to ensure employee safety in regard to bloodborne pathogens in certain workplace situations.

5.4.8 Laundry contaminated with blood or other potentially infectious materials will be handled as little as possible. Such laundry will be placed in appropriately marked bags (labeled "biohazard" or color-coded red) at the location where it was used. Such laundry will not be sorted or rinsed in the area of use.

6.0 HEPATITIS VACCINATION PROGRAM

The Town of Clinton shall make available the Hepatitis B vaccine (HBV) and vaccination series to all employees who have occupational exposure, and post-exposure follow-up to employees who have had an exposure incident.

6.1 The Town Supervisor or designee shall ensure that all medical evaluations and procedures including the HBV and vaccination series and post-exposure follow-up, including prophylaxis, are:

6.1.1 Made available at no cost to the employee.

6.1.2 Made available to the employee at a reasonable time and place.

6.1.3 Performed by or under the supervision of a licensed physician or by or under the supervision of another licensed healthcare professional.

6.1.4 Provided according to the recommendations of the U.S. Public Health Service.

6.2 The HBV shall be made available after the employee has received the training in occupational exposure (see Information and Training) and within ten working days of initial assignment to all employees who have occupational exposure—unless the employee has previously received the complete the HBV series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicate for medical reasons.

6.3 Participation in a pre-screening program shall not be a prerequisite for receiving HBV.

6.4 If the employee initially declines the HBV but at a later date while still covered under the standard decides to accept the vaccination, the vaccination shall then be made available.

6.5 All employees who decline the HBV offered shall sign the OSHA required waiver indicating their refusal. This waiver is good for one calendar year and must be re-signed by employees who choose to decline the vaccination at each refresher training.

6.6 If a routine booster dose of the HBV is recommended by the U.S. Public Health Service at a future date, such booster doses shall be made available.

6.7 The Town Supervisor or designee shall ensure that the healthcare professional responsible for the employee's HBV is provided with the following:

6.7.1 29 CFR 1910.1030.

6.7.2 A written description of the exposed employee's duties as they relate to the exposure incident.

6.7.3 All medical records relevant to the appropriate treatment of the employee including vaccination status.

6.8 The Town Supervisor or designee shall obtain and provide the employee with a copy of the evaluating healthcare professional's written opinion within fifteen days of the completion of the evaluation.

6.9 The healthcare professional's written opinion for HBV vaccination shall be limited to whether HBV vaccination is indicated for an employee, and if the employee has received such vaccination.

6.10 The healthcare professional's written opinion for post-exposure follow-up shall be limited to the following information:

6.10.1 A statement that the employee has been informed of the results of the evaluation.

6.10.2 A statement that the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials that require further evaluation or treatment.

6.10.3 All other findings or diagnosis shall remain confidential and shall not be included in the written report.

7.0 EMPLOYEE COMMUNICATION AND TRAINING

The Town of Clinton shall ensure that all employees with the potential for exposure to blood or other infectious materials understand the associated hazards and are trained to minimize their exposure.

7.1 To accomplish these requirements, the Town shall ensure that a competent person conducts training, as well as the following:

7.1.1 Ensure that signs and labels conform to 1910.1030.

7.1.2 Provide training at no cost to the employee.

7.1.3 Conduct training prior to any potential exposure.

7.1.4 Conduct training at least annually or as conditions change.

7.1.5 Conduct training in English and other languages as required.

7.1.6 Provide warning signs and labels.

7.1.7 Utilize current training aids.

7.2 Training Program. Employee training shall include:

- 7.2.1 A review of 1910.1030.
- 7.2.2 Discussions of bloodborne diseases.
- 7.2.3 Modes of transmission.
- 7.2.4 Review of the exposure control plan.
- 7.2.5 Recognition of tasks that may involve exposure.
- 7.2.6 Procedures for handling contaminated waste.
- 7.2.7 Right to have the HEP B vaccination.
- 7.2.8 Procedure for recording an incident.
- 7.2.9 Post-exposure evaluation.
- 7.2.10 First Aid / CPR and AED

8.0 EXPOSURE INCIDENT EVALUATIONS

An exposure incident is specific eye, mouth, other mucous membrane, non-intact skin, or parental contact with blood or other potentially infectious materials that results from the performance of an employee's duties. Should an employee be exposed to a potentially infectious material (via needle stick, splash, etc.), post-exposure evaluations will be provided.

8.1 Employees should immediately report exposure incidents or suspected exposure incidents to the Town Supervisor or designee. The exposed employee must be immediately directed to a licensed health care professional for testing and medical evaluation. This allows for timely medical evaluation and follow-up by a licensed health care professional, as well as for timely testing of the source individual's blood for HIV and HBV.

8.2 All exposure incidents shall be investigated and documented. The findings of the documented investigation must be sent with the exposed employee to the treating health care professional. The Town Supervisor or designee shall investigate and document the incident using the form in Appendix C. When evaluating an exposure incident, thorough assessment and confidentiality are critical issues. All reports must be treated with strict confidence.

8.2.1 The written documentation shall include the route of exposure and circumstances under which exposure occurred; HBV and HIV antibody status of the source patient(s) if known; names of the employees involved; and consent to test the blood of all involved in the incident.

8.2.2 If the source patient can be determined, and permission is obtained where it is not prohibited by law, collection and testing of the source patient's blood to determine the presence of HIV or HBV infection shall be done as soon as possible after the exposure incident.

8.2.3 If consent is not obtained, the Town of Clinton must show that legally required consent could not be obtained.

8.2.4 If the source is known to be infectious for HBV or HIV, testing need not be repeated to determine the known infectivity.

8.2.5 All samples will be preserved for at least ninety days.

8.3 Following a report of an exposure incident, the exposed employee shall immediately receive a confidential medical evaluation and follow-up. The attending physician or licensed health care professional will be provided the following information:

8.3.1 A copy of the OSHA regulation *Bloodborne Pathogens* and its appendices.

8.3.2 A description of the affected employee's duties as they relate to the employee's occupational exposure.

8.3.3 Results of the source individual's blood testing, if available.

8.3.4 All employee medical records, including vaccination records, relevant to the treatment of the employee.

8.4 The attending physician will provide a written opinion to the Town of Clinton concerning the following:

8.4.1 Specific findings or diagnoses that are related to the employee's ability to receive the HBV vaccination.

8.4.2 A statement that the employee has been informed of the results of the medical evaluation and that the employee has been told about any medical conditions resulting from exposure to blood or other potentially infectious materials that require further evaluation or treatment.

8.4.3 Any other findings and diagnoses shall remain confidential.

8.4.4 For each evaluation under this section, the Town will obtain and provide the employee with a copy of the attending physician's written opinion within fifteen days of the completion of the evaluation.

9.0 SHARPS INJURY LOG

A sharps injury log will be maintained at the Town Supervisor's office to record all percutaneous injuries from contaminated sharps. All entries on the sharps injury log will be recorded in a manner that maintains the confidentiality of the injured employee.

Note: This requirement applies only to employers required to maintain a log of occupational injuries and illnesses under 29 CFR 1904. Maintenance of this sharps injury log is covered in 29 CFR 1904.6.

APPENDIX A
HEPATITIS B IMMUNIZATION

OSHA requires that those persons who may come in contact with blood or other potentially infectious materials be protected against Hepatitis B. As supervisors, members of our emergency response team, and backups to the Human Resources Department, you may come in contact with bloodborne pathogens.

At the option of the individual employee, the Town of Clinton will provide Hepatitis B immunization for employees in these categories.

The immunization program is a series of three vaccine injections, administered one at a time over a period six-month period. Protection is excellent and side effects are minimal. Immunization is thought to last for life.

HEPATITIS B IMMUNIZATION RECORD

Initial: _____

_____ I have reviewed and understand the policy and procedure regarding occupational exposure to Hepatitis B.

_____ I have reviewed and understand the medical literature on the Hepatitis B vaccine.

I **have / have not** received a Hepatitis B vaccine in the past. (Circle one)

If so: Date received _____

Record on file _____

I **do / do not** opt to receive the (3) series Hepatitis B vaccine. (Circle one)

Signature

<u>Time</u>	<u>Date Vaccinated</u>	<u>Site of Injection</u>	<u>Manufacturer and Lot Number</u>
(0)	_____	_____	_____
1 month	_____	_____	_____
6 month	_____	_____	_____

Follow-up Notation: _____

Antibody test results (optional): Pre-vaccine _____
Post-Vaccine _____

APPENDIX B

DECLINATION STATEMENT

I understand that due to my potential occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to myself. However, I decline Hepatitis B vaccination at this time. I understand that by declining this vaccine I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other infectious materials, I can receive the vaccination series at no charge to me. This declination statement is good until one year from the date below, and employees will re-sign this document each year during refresher training.

Employee Name: _____ Date: _____

Signature: _____

Town of Clinton Representative: _____

Signature: _____

APPENDIX C

EXPOSURE INCIDENT FORM

DATE: _____ TIME: _____

LOCATION: _____ TAKEN BY: _____

POTENTIALLY INFECTIOUS MATERIALS TYPE:

SOURCE:

DESCRIPTION OF INCIDENT:

EMPLOYEES INVOLVED:

PPE UTILIZED:

CORRECTIVE/CLEANUP ACTIONS:

COMMENTS & RECOMMENDATIONS:

FACILITY NAME: _____

CALENDAR YEAR: _____

LOG ADMINISTRATOR: _____

DATE*	INCIDENT LOCATION (e.g., department)	WORK AREA	INCIDENT DESCRIPTION (e.g., how incident occurred)	TYPE/BRAND DEVICE INVOLVED

*Optional Entry

APPENDIX E

PROCEDURE FOR BLOOD CONTAMINATION CLEANUP

Purpose: This process describes the cleanup activities to follow when any blood is found on the processing line or in the product.

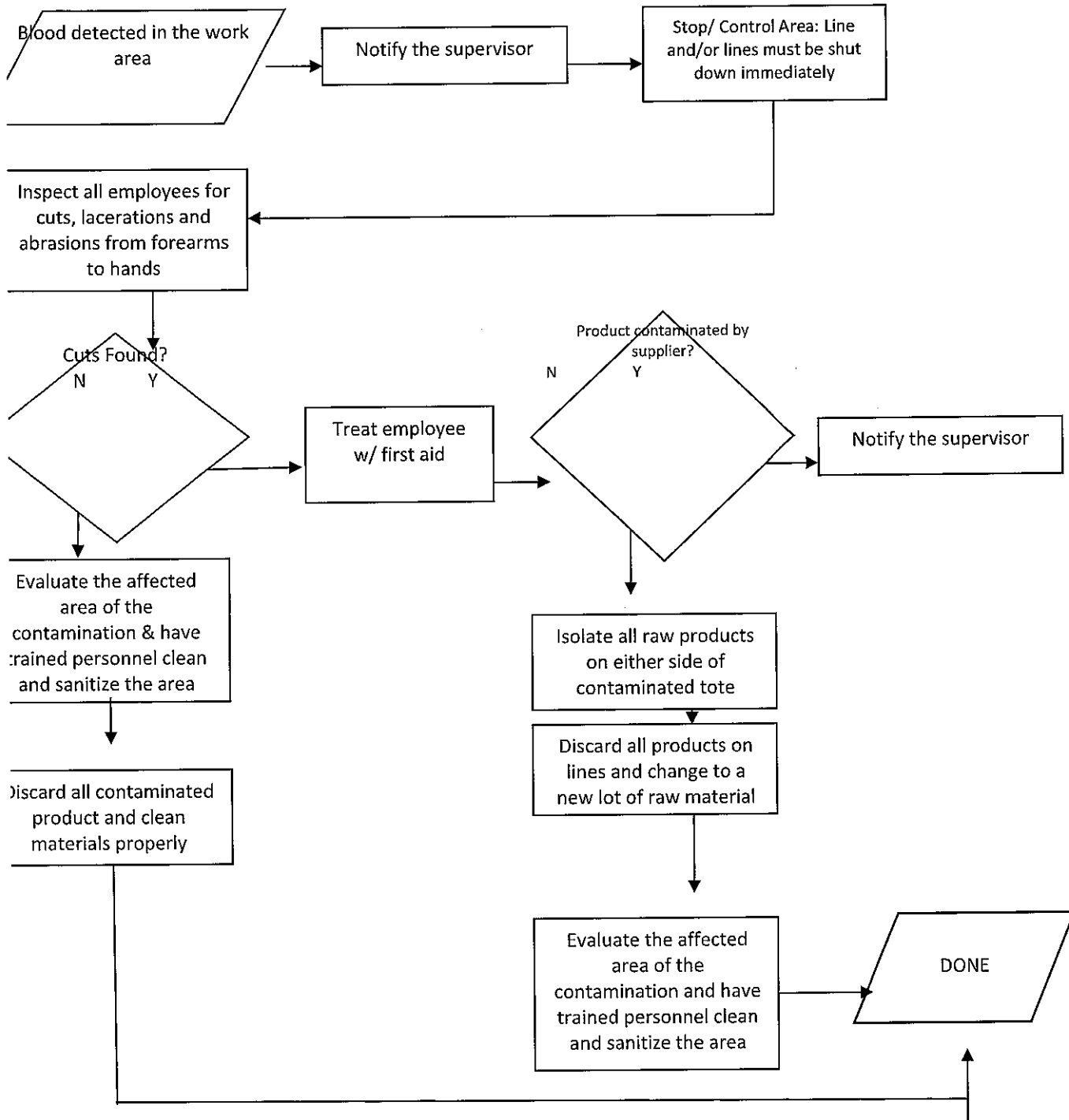


Table of Contents

1.0 PURPOSE

2.0 SCOPE

2.1 Regulatory Standard

3.0 GENERAL EVACUATION NOTIFICATION

3.1 Evacuation Instruction

3.2 Reporting General Emergencies

3.3 Reporting Injury, Illness, or Medical emergencies

3.4 In all other emergencies or critical situations:

4.0 EMERGENCY PIC (Person in charge)

5.0 ELEMENTS OF THE PLAN

5.1 Evacuation Procedures

5.2 Evacuation Assembly Areas

5.3 Egress Routes & Maps

5.4 Process for Accounting for Personnel

6.0 SPECIAL EVACUATION PLANS

6.1 Procedure for Fire and Explosions

6.2 Difficulties in Evacuation

6.3 Procedures for Severe Weather

6.4 Stay-In-Place Emergency Procedures

6.5 Procedure for Power Outages

6.6 Procedures for a Bomb Threat

7.0 PERSON IN CHARGE RESPONSIBILITIES

8.0 EMERGENCY EQUIPMENT AND SUPPORT

9.0 TRAINING

10.0 ADMINISTRATIVE DUTIES

Emergency Evacuation Plan

Appendices

The following are attached to this Emergency Evacuation Plan for reference:

A - Emergency Telephone Numbers

B - Personnel Evacuation Checklist

Emergency Evacuation Plan

1.0 PURPOSE

The Town of Clinton is dedicated to the protection of its employees from any emergency. When emergencies do occur, our emergency evacuation plan (EAP) is initiated. The EAP is intended to address the issue of providing for the orderly evacuation of the facilities during emergency situations. Evacuations and procedures to be followed by employees in case of a workplace emergency are documented in this written plan to ensure employee safety during emergencies occurring both during regular hours and after hours.

The goals of the evacuation processes are the rapid and systematic removal of all persons from potentially hazardous areas to a safe area and the rapid accounting for all employees to assure that all employees are clear from the evacuated area.

This EAP explains policies and procedures for employees to follow during emergencies. This written plan is available, upon request, to employees, their designated representatives, and any OSHA officials who ask to see it.

2.0 SCOPE

The Town policy is for all employees to evacuate in the event of an incident.

2.1 Emergency Conditions

The following potential emergencies might reasonably be expected at Town facilities and thus call for the implementation of this EAP:

- a) Fires and Explosions;
- b) Weather and Natural disasters (Thunderstorms, tornados, flooding, roof collapse);
- c) Power outage;
- d) Civil disturbance;
- e) Hazardous materials releases;
- f) Criminal & terrorist threats; (bomb threats, arson, robbery, shootings, or other random violence.)

2.1 Regulatory Standard

OSHA's Emergency Evacuation Plan standard requires the Town of Clinton to have a written emergency Evacuation plan (EAP). This written plan covers the requirements listed in the following Standards.

- a) 29 CFR 1910.38 Emergency Plans and Fire Prevention Plans
- b) 29 CFR 1910.165 Employee Alarm Systems

Emergency Evacuation Plan

3.0 GENERAL EVACUATION NOTIFICATION

All evacuations will start with the announcing of the EVACUATION ORDER through a notification via the VOIP Phone system to all buildings & Departments.

3.1 Evacuation Instruction

Upon activation of the fire/evacuation alarm, all employees must leave the buildings and assemble in the safe zone at the gazebo.

All evacuation orders will include:

- a) The reason for the evacuation,
- b) The area or areas involved in the evacuation,
- c) Any area or areas to be avoided in the evacuation,
- d) Any evacuation requirements involving assembly areas or stay in place orders.

3.2 Reporting General Emergencies

3.2.1 If possible, the observer shall communicate the type of emergency and its location.

3.2.2 The PIC (person in charge) will call 911 from a safe location with this additional information,

3.2.3 All fire situations are handled by the West Clinton (or responding) Fire Department and other outside agencies as required.

3.2.4 Minor hazardous chemical leaks/spills are handled Town of Clinton's highway department.

3.2.5 Major hazardous chemical leaks/spills are handled only with lead and assistance from the West Clinton Fire Department, County HAZMAT team, and other outside agencies as required.

3.3 Reporting Injury, Illness, or Medical emergencies

3.3.1 In case of serious illness, injury or other medical emergency; Call 911.

3.3.2 Determine the emergency type and location using paging communication, or other appropriate methods, between PIC and the observer

3.3.3 Provide this information to the arriving emergency medical team.

4.0 ON SITE EMERGENCY Evacuation PLAN COORDINATORS

Table A:

The PIC (person in charge) is/are as follows: Due to the nature of our town positions, begin with the first person on the list. If they are not on site, contact the second person, continuing down the list until an on site PIC is found.

1. Town Supervisor
2. Town Highway Superintendent
3. Town Clerk
4. Supervisor's Secretary
5. Highway Superintendent's secretary
6. Deputy Town Clerk
7. Deputy Supervisor

5.0 ELEMENTS OF THE PLAN

5.1 Evacuation Procedures

5.1.1 Upon hearing an emergency evacuation notification, all employees must immediately stop what they are doing and evacuate the building bringing the clipboard with the employee list with them. Employees shall evacuate immediately by means of the **nearest** available marked exit. Once an employee leaves the building, they may not re-enter until instructed to do so by the PIC or the Fire Department.

5.1.2 PIC will account for employees, using the employee lists provided in each building.

5.1.3 After evacuation and roll call the PIC will remain outside at the gazebo. The PIC shall remain in charge until the Fire Department arrives. The PIC will communicate with the Fire Department to determine the next step during the emergency.

5.2 Evacuation Assembly Areas.

5.2.1 All employees shall assemble at the Gazebo

5.2.2 No employee, visitor, contractor or any other persons shall leave the property during an evacuation unless authorized by the PIC.

5.3 Egress Routes & Maps

Evacuation instructions and associated building layout diagrams are posted by each door and attached in Appendix A. This information is audited on an annual basis for accuracy and changes will be made as necessary.

5.4 Process for Accounting for Personnel

5.4.1 The PIC will use the daily employee schedules, and a roster of all employees to account for evacuated personnel.

5.4.2 The PIC shall be responsible for accounting for all employees, visitors and contractors.

5.4.3 Visitors will be the escorting employee's responsibility for getting to the Assembly Area.

5.4.4 if someone is unaccounted for, the PIC must be notified.

5.5 Post-Evacuation Procedures

5.5.1 The PIC or Fire Department(s) are the only people that may declare the all clear and allow unprotected employees to go back into the building. Once the "all clear is called, employees may re-enter the building."

6.1 Difficulties in Evacuation

6.1.1 If smoke and/or heat conditions are encountered while evacuating, remember to stay low to the floor and exit by a different door. Remain calm and shield yourself from the fire.

6.1.2 If you are unable to escape, stuff clothing, rags, or other available materials in, or around, all accessible cracks to help keep the smoke from entering your location.

6.1.3 Try to notify someone of your location. If the telephone is out of service and a radio is not available, try to get attention by yelling or making noises. ABOVE ALL, remain calm until help arrives.

6.3 Procedures for Severe Weather

6.3.1 When the national weather service issues a weather warning or a weather bulletin with information, the PIC or designee present will turn on a radio, or scanner and check the Internet to monitor the national weather service reports. Weather warnings are typically reported as either a warning or a watch.

6.3.2 A weather watch means that conditions are right for the type of event to occur. In the case of a watch, the PIC or designee present monitors emergency channels for more information and warnings.

6.3.3 A weather warning means that the type of event is occurring or will occur in the warning area, posing imminent danger to life and property. A warning usually means that you should take emergency Evacuations to safeguard the lives and health of employees.

6.3.4 Person in Charge or designee present will:

- a) Notify management that a weather warning has been issued and that he wishes to set up observation points
- b) Notify safety Evacuation Plan Coordinators, supervisors, and management that observers are monitoring the radio because of the warning.
- c) Establish a weather observer inside of the facility to visually observe the area while continuing to monitor the national weather service reports.
- d) Direct supervisors to help keep employees calm while preparing for possible shutdown and evacuation into the Severe Weather Safe Zones.

e) When appropriate, announce an EVACUATION ORDER for all employees to evacuate to the Severe Weather Safe Zone.

f) After the severe weather has passed, announce the clear weather signal

g) Be prepared to receive information about property damage and / or injured employees. This information may be passed to outside agencies, proper authorities, and / or emergency responders, as needed

6.3.5 The Severe Weather Safe Zone is any interior space in the basement of all buildings

6.4 Stay-In-Place Emergency Procedures

Some emergencies require employees to stay indoors in a safe area. In these special emergencies, the Stay-In-Place procedure is used.

6.4.1 If the evacuation order is to "**stay in place**", employees will stay at their workstations, shut and lock office doors (if they have doors) and wait for further instructions.

6.4.2 If the evacuation order is to assemble in the "**internal safe zone**", employees will leave their workstations and assemble in the severe weather safe zone.

6.4.3 Nothing in these procedures overrides the PIC's authority to determine whether employees should remain inside or evacuate.

6.4.4 Once the "all clear" is called, you may return to your workstation.

6.5 Procedure for Power Outages

6.5.1 When a power outage occurs, stop what you are doing, and DO NOT move around until the emergency lights come on.

6.5.2 All personnel, except those designated to handle equipment procedures during power failure, should stay in their work area and await further instructions.

6.5.3 The PIC should take a head count of their personnel to determine that all work area personnel are accounted for,

6.5.4 The PIC should then find out the extent of the power failure and issue assignments accordingly, depending on the situation. The PIC may advise a public emergency announcement of "stay in place" or order personnel to the severe weather safe zone,

6.6 Procedures for a Bomb Threat

6.6.1 Upon receipt of a Bomb Threat: The individual receiving the threat must immediately inform the PIC.

6.6.2 If a suspicious object is found, do not disturb it. Notify your supervisor immediately.

6.6.3 Initiate evacuation procedures and inform the 911 center that the evacuation is because of a "Bomb threat".

6.6.4 Use standard evacuation procedures.

6.6.5 The PIC shall give all available information about the threat, including the degree of success of the evacuation, to emergency responders upon their arrival.

7.1 PIC

A PIC or person in charge is the person in charge of executing the evacuation plan. There may be more than one person trained as PIC. However, only one individual can be in the role during an evacuation. They have been trained to the level of their responsibility, which includes the ability to:

7.1.1 Safely evacuate the area promptly upon notification of an evacuation alarm based upon established evacuation procedures.

7.1.2 Ensure that all personnel are clear of their respective areas

7.1.3 Promptly receive and coordinate the accounting of all associates and non-associates from Area Safety Evacuation Plan Coordinators.

7.1.4 Coordinate communication with emergency responders. Remain outside the main entrance until the local fire department arrives and prepare to receive information from area safety Evacuation Plan Coordinators upon the completion of their evacuation.

7.1.5 Remain in charge until the local fire department arrives.

7.1.6 Signal 'all-clear' when advised by authorized emergency personnel.

7.1.7 Observe hazardous conditions, or information regarding persons in need of physical or medical assistance.

7.1.8 Know the location of all safety zone assembly areas, evacuation categories, routes (inside, outside, off-site), and plans; the types of alarm activation; and the locations of all exits.

7.1.9 Communicate areas of concern to first responders.

7.2 Employee Responsibilities

Upon receipt of an evacuation order, all employees shall exit the work area via the nearest unaffected exit. They shall proceed to the designated evacuation assembly area or safe zone for the area they were in at the time of the evacuation order. They may, upon request, aid the safety Officer in taking roll or by being a runner. They must know the location of all safety zone assembly areas, evacuation categories, routes (inside, outside, off-site), and plans; the types of alarm activation; and the locations of all exits.

7.2.1 Exit Routes. All employees must become familiar with the location of all posted exit routes from the facility areas that they frequent and shall know the primary and secondary exit routes from their work area.

7.2.2 Evacuation Assembly Areas. All employees must become familiar with the marked evacuation assembly area and know the primary evacuation assembly area of the facility areas that they frequent and for their work area. No one will leave an evacuation assembly area without the express permission of the Safety Officer present.

7.2.3 "Stay-In-Place". Stay-In-Place means that employees remain at their workstations. Upon the announcement of a "stay-in-place" emergency order, employees are to stop what they're doing and return to their office or workstation until further instruction can be given.

7.2.4 Severe Weather Safe Zones. All employees must become familiar with the location of the Severe Weather Safe Zone.

7.2.5 Arrival Evacuations. Upon arrival at an evacuation assembly point, each employee must seek out the PIC present to assure that they have been accounted for.

7.2.6 Visitor Escorts. All visitors to this facility must be escorted by a Town employee. The escort will ensure that their visitor is escorted to an evacuation assembly area or safe zone as required. Upon arrival at an evacuation assembly point, the visitor's name will be forwarded to the safety Officer in charge.

7.4 Supervisor Responsibilities

Supervisors must be aware of the locations of their employees during the day. This includes those employees who are away from the premises on business. In addition, Supervisors must be aware of suppliers, customers, and other non-employees on the premises. Accounting for employees and non-employees will aid local responding fire/rescue departments in determining whether rescue efforts are necessary.

7.4.1 Supervisors shall assist employees in making a quick egress of the area and direct them to the assigned evacuation assembly areas.

7.4.2 Head count results will be given by the Person in Charge to the responding Fire Department upon their arrival. Supervisors must assure that all of their employees are accounted for by submitting a list of any employees missing and/or additional persons located at their evacuation assembly area to the Safety Evacuation Plan Coordinators present.

7.5 Visitor's Responsibilities

7.5.1 Company Escorts. The evacuation of a visitor is the responsibility of the Town escort. All visitors will be briefed that a Town employee must escort them at all times in the facility during an emergency.

7.5.2 Evacuation Assembly Areas. All visitors shall be briefed, prior to entering, on the safety rules and regulations at the facility. Upon notification of an evacuation, the escort will ensure that the visitor is immediately escorted out of the building, through the nearest exit, to the nearest evacuation assembly area. Once there, the escort must ensure that the visitor report to the safety Officer in that evacuation assembly area. No one will leave evacuation assembly area without the express permission of the safety Officer present.

7.5.3 Severe Weather Safe Zones. Visitors shall be escorted to the nearest Severe Weather Safe Zone upon notification to take-cover and give their name to the safety Officer present in the Safe Zone.

8.0 EMERGENCY EQUIPMENT AND SUPPORT

Professional emergency services responding in an emergency will help with and direct all rescue and medical duty assignments upon their arrival on site. The Town provides the following equipment and support for use by these trained personnel during emergencies:

- a) Maps of the location,
- b) Monitoring & communication equipment,
- c) First-aid supplies,
- d) Fire extinguishers.

8.1 Alarms. Town of Clinton has established an employee alarm system that complies with 29 CFR 1910.165. Town of Clinton and the Fire Department use ? Alarm security system. This system monitors the Fire Panel, When the fire alarm is activated, it notifies Emergency Dispatch. Other alarms do not automatically notify Emergency Dispatch.

8.2 Communication. Because we use a communication system as an alarm system, all emergency messages have priority over all non-emergency messages.

9.0 TRAINING

Effective implementation of this program requires support from all levels of management within this facility. It encompasses the total workplace, regardless of the number of workers employed or the number of work shifts. The training is designed to establish clear roles and expectations and the proper protocol during the evacuation of this facility in the event of an emergency.

9.1 The EAP will be reviewed for training purposes with all employees on an annual basis.

9.2 All employees selected as PIC will be trained to perform this task on an annual basis.

9.3 The Safety coordinator reviews this Emergency Evacuation Plan with each of our employees at the following times:

9.3.1 Whenever the plan is changed.

9.3.2 Whenever a new employee is hired,

9.3.3 Whenever an employee's responsibilities or designated Evacuations under the plan change.

9.3.4 Whenever new equipment, materials, or processes are introduced into the workplace that affect the plan.

9.3.5 Whenever the layout or design of the facility changes

9.4 At least one (1) emergency evacuation drill will be conducted each year. The contents of this plan are also communicated during the drill. The PIC will notify the responding Fire Department of the planned drills and if they should respond.

9.4.1 After a drill, PIC will judge the effectiveness of the plan and review any employee input concerning the drill. Employees performing the drill may identify something that did not follow procedure or was ineffective. Process improvements identified during drills are critical and need to be addressed before a real emergency.

9.4.2 The Supervisor's office must inform all outside contractors of the contents of this Emergency

Evacuation before any work starts in the building. The Maintenance Department must account for all contractors on the premises during any evacuation.

10.0 ADMINISTRATIVE DUTIES

The Town Board has overall responsibility for developing and implementing this plan. The board designee is responsible for the maintenance of this plan.

10.1 Responsibilities of the EAP administrator include:

10.1.1 Developing and maintaining the written Emergency Evacuation Plan for regular and after hours work conditions;

10.1.2 Notifying rescue and law enforcement authorities, in the event of an emergency affecting the facility;

10.1.3 Taking security measures to protect employees during an evacuation;

10.1.4 Integrating the Emergency Evacuation Plan into other emergency and security plans;

10.1.5 Distributing procedures for reporting emergencies, and identifying safe exits and evacuation routes to each employee;

10.1.6 Conducting drills to acquaint employees with emergency procedures and to judge the effectiveness of the plan;

10.1.7 Training designated employees in emergency response procedures such as equipment shutdown, the use of fire extinguishers and the application of first aid;

10.1.8 Ensuring that our facility meets fire codes, building codes, and state and federal regulations.

10.2 Copies of the plan. Physical copies are maintained in the Supervisor's Office.

Emergency Evacuation Plan

Appendices

Appendix A - Emergency Telephone Numbers

These telephone numbers include:

CONTACT:	OFFICE	CELL:	TITLE:
			WC Fire Chief
			EC Fire Chief
DC Sherrif's Dept.	845-486-3800		
NYS Troopers	845-677-7300		
Mike Whitton	845-266-5853	646-824-6913	Supervisor
Eliot Werner		845-663-5435	Deputy Supervisor
Todd Martin	845-266-5853	845-332-2412	Highway Superintendent

Emergency Evacuation Plan

Appendix B - Personnel Evacuation Checklist

PERSONNEL EVACUATION CHECKLIST

Time of Alarm:

Date:

Time all Personnel Accounted For:

Areas to be Counted

"X" When Accounted for:

Comments

1. Buildings:

a. Town Hall

b. Schoolhouse

c. Masonic Hall

d. Highway Garage

e. Library

Cause of alarms:

Additional Comments:

Emergency Evacuation Plan

APPENDIX G

REVISION HISTORY

REVISION NO

DATE

BY

000

Initial issue as a controlled document



11 Grace Avenue, Suite 308
Great Neck, New York 11021
Phone: 516-487-9815
rtortora@capmark.org

Financial Advisory Services Agreement

This Agreement has been entered into this 4 day of October, 2023 by and between the Town of Clinton, New York ("Town") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having a its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond, note and lease financings (the "Issue"), undertaken by the Town during the term of this Agreement.

- 1.01 Discuss plan of financing to include structure for debt issuance, taking into consideration such factors as State Building aid, local resources, market conditions, budget constraints, projected repayment requirements and future capital needs.
- 1.02 Make presentations to the Board and members of the public concerning the debt issuance process, the credit rating process, interest rates and the budget impact resulting from the debt issue, at the Town's request.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the Town, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, if requested.
- 1.04 Recommend alternative financing methods and use of credit enhancement when appropriate.
- 1.05 Maintain relationships with the credit rating agencies, coordinate presentations as needed and conduct presentation preparation as necessary.
- 1.06 Upon the request of the Town, CMA will assist the Town in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee, verification agent and financial printer, if appropriate.
- 1.07 Prepare and maintain a financing schedule, cost of issue for refunding transactions, list of participants, and take such other actions requested by the Town to efficiently manage each Issue in order to meet the Town's objectives.
- 1.08 Participate in the sale of the debt and confirm net interest cost or true interest cost calculation.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Prepare and file required Continuing Disclosure and material event notices as required by SEC Rule 15c2-12.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the Town as described in Section 1 hereof, CMA's fees, some of which are contingent on a financing closing, are as follows:
- For bond issues: \$7,750 for issues up to \$3 million plus \$0.50 per \$1,000 of bonds issued over \$3 million,
 - For note issues: \$4,500 for issues up to \$3 million plus \$0.50 per \$1,000 of notes issued over \$3 million,
 - For bonds sold with only a Term Sheet and no Official Statement: \$7,500
 - For notes sold with only a Term Sheet and no Official Statement: \$3,250
 - For capital lease issues: \$6,250 plus \$.50 per \$1,000 of lease debt issued
 - For Limited Continuing Disclosure: \$850 annually, inclusive of all required Material Event Notices
 - For services unrelated to a bond issuance: billed at an hourly fee of \$175 per hour.
- 2.02 For refunding bond issues, the fee will be negotiated with the Town and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.
- 2.03 The Town will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.
- 2.04 Payment of CMA's compensation is due within 30 days of receipt of CMA's invoice following the closing of the financing.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to December 31, 2025.

Section 4 Responsibilities of Parties

CMA does not assume the responsibilities of the Town, nor the responsibilities of the other professionals and vendors representing the Town, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the Town. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Town. Information obtained by CMA, either through its own efforts or provided by the Town, included in the financing documents, or otherwise provided to the Town, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Required Regulatory Disclosure

Municipal Advisor Regulators

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission ("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- CMA may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which CMA is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Given the wide diversity of CMA's clients and sources of revenue, we do not believe that the contingent nature of CMA's compensation in this agreement creates a material conflict of interest.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA and two of its Associated Persons are currently subject to a legal event that could be material to a client's evaluation of the Firm.
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).
- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-I's filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 6 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement.

Section 7 Modification and Termination

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties. Either the Town or CMA can terminate this agreement, with or without cause, on thirty (30) days written notice to the other without incurring any further liability hereunder.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year set forth above.

CAPITAL MARKETS ADVISORS, LLC

Richard Tortora

Richard Tortora
President

TOWN OF CLINTON, NEW YORK

By: *Michael White*

Name: MICHAEL WHITE

Title: TOWN SUPERVISOR

RESOLUTION _____ of 2023

At a regular meeting of the Town Board of the Town of Clinton, held at Town of Clinton Town Hall, 1215 Center Road, Rhinebeck, New York, on the 10th day of October, 2023, at 6:30 p.m.,

Town Supervisor, Michael Whitton, called the meeting to order, and upon roll call, the following were present:

Councilperson, _____ moved the following resolution, seconded by Councilperson _____, to wit:

WHEREAS, Chick Realty Co. and Bulls Head Family Farm, LLC, petitioners in a Tax Certiorari Proceeding brought in 2022 and 2023 pursuant to Article 7 of the New York Real Property Tax Law, against the Town of Clinton, the Assessor for the Town of Clinton and the Town of Clinton Board of Assessment Review seeking reduction of the assessment of the following properties located in the Town of Clinton designated by tax identification numbers 132400-6469-00-649105-0000 (803 Pumpkin Lane) and 132400-6469-00-647411-0000 (Bulls Head Road), and

WHEREAS, the attorney for petitioners, Stenger, Diamond & Glass, LLP, Karen E. Hagstrom, Esq., and the attorney for the Town of Clinton, Cappillino, Rothschild & Egan LLP, Shane J. Egan, Esq., have entered into a tentative settlement agreement of the Tax Certiorari Proceeding, subject to approval by the Town Board, whereby the assessed value of the property would be reduced in accordance with the proposed Consent Judgment, which is annexed hereto and made a part hereof, as follows:

DESCRIPTION (Tax Map No.): 132400-6469-00-649105-0000 (803 Pumpkin Lane) OWNER: CHIK REALTY LLC

<u>Assessment Roll</u>	<u>Original Assessment</u>	<u>Settlement Assessment</u>	<u>Amount of Reduction</u>
2022	\$755,000	\$630,000	\$125,000
2023	\$755,000	\$685,000	\$70,000

DESCRIPTION (Tax Map No.): 132400-6469-00-647411-0000 (Bulls Head Road) OWNER: BULLS HEAD FAMILY FARM LLC

<u>Assessment Roll</u>	<u>Original Assessment</u>	<u>Settlement Assessment</u>	<u>Amount of Reduction</u>
2022	\$313,200	\$270,000	\$43,200
2023	\$344,200	\$295,000	\$49,200

WHEREAS, the proposed Consent Judgment containing the terms referred to above is attached hereto, and

WHEREAS, the Town Assessor for the Town of Clinton has reviewed and consented to the terms of this settlement, and

WHEREAS, the Town Board must approve said settlement by resolution, and

WHEREAS, the Town Board now wishes to approve said settlement.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Clinton hereby authorizes the attorney for the Town of Clinton, Cappillino, Rothschild & Egan LLP, Shane J. Egan, Esq., to enter into a settlement agreement with the attorney for petitioners, Stenger, Diamond & Glass, LLP, Karen E. Hagstrom, Esq., the terms of which are set forth in the attached Consent Judgment and hereby authorizes the attorney for the Town of Clinton, Cappillino, Rothschild & Egan LLP, Shane J. Egan, Esq., to sign said Consent Judgment on behalf of the Town of Clinton.

Upon Roll Call the vote was as follows:

Michael Whitton, Town Supervisor voting _____

Eliot Werner, Councilman voting _____

Dean Michael, Councilman voting _____

Christopher Juliano, Councilman voting _____

Katherine Mustello, Councilwoman voting _____

The resolution was thereupon declared duly adopted.

IN WITNESS WHEREOF, I affix the seal of the Town of Clinton as the Clerk thereof, this 10th day of October, 2023.

TOWN OF CLINTON, NEW YORK

By: Carol Mackin, Town Clerk

Town of
Clinton NY
email

Building Clerk <buildingclerk@townofclinton.com>

Letter of Resignation

Building Clerk <buildingclerk@townofclinton.com>

Sat, Sep 23, 2023 at 8:50 AM


To: Michael Cosenza <buildingzoning@townofclinton.com>

Dear Michael,

I am writing to inform you of my intentions to resign from my position as the building department clerk, effective 2 weeks from today, September 23, 2023. My last day will be Saturday 10/7.

I really do appreciate the opportunity I have been given to work with you and the rest of the team. Please let me know if there is anything I can do over the next couple of weeks to help make the transition easier.

Sincerely,


Billie J. West

RECEIVED

SEP 29 2023

Town Clerk
Town of Clinton