

Town of Rhinebeck
Regular Board Meeting
Agenda
May 11, 2015 6:45 pm

Draft 5/7/2015 3:18:11 PM

A. Call to Order

B. Pledge of Allegiance

C. Approval of Prior Minutes

1. April 27, 2015

D. Announcements

E. Presentations

1. Steven Cook, Director, Starr Library, on 414 Referendum for November Ballot

F. Committee & Liaison Reports

G. Resolutions

1. Resolution 2015128 Preliminary Abstract 5 V499-V556, 47 Checks, \$33,132.57
2. Resolution 2015129 Capital Project Accounts Payable Abstract, 1 Check, \$8,500.00
3. Resolution 2015130 Intermunicipal Agreement with Rhinebeck Central School District
4. Resolution 2015131 Extension of Royal Carting Transfer Station Contract
5. Resolution 2015132 "Old Cemetery" Greenscape Plan Phase 1

H. New Business

I. Discussion Items

1. Waterfront grant re-appropriation request (Tab 6)
2. County Development Block Grants for the ADA Bathrooms at the Pavilion
3. Asbestos abatement—closing Town Hall for a weekend in June
4. Friends of Rhinebeck survey of cemetery graves
5. Repair of Rhinecliff Dock (Tab 7)

J. Public Comment on Non-Agenda Items

K. Adjournment

**Town of Rhinebeck
Regular Board Meeting
Minutes**

April 27, 2015 6:45 pm

Draft of 5/7/2015 1:36 PM

Supervisor Spinzia called the meeting to order at 6:46 pm

Present: Supervisor Elizabeth Spinzia
Deputy Supervisor Joseph Gelb
Councilperson Allan Scherr
Councilperson Bruce Washburn

Absent: Councilperson Elaine Fernandez

Others Present: Bob Ellsworth, Chair, Thompson Mazzarella Park Committee
Nancy Kelly, Town Historian
Sally Mazzarella, Thompson Mazzarella Park Committee
Howie Traudt, Village Trustee
Joel Tyner, County Legislator
16 members of the public
2 members of the press

Recording Secretary: Jon Gautier

The Pledge of Allegiance was recited.

A. Approval of Prior Minutes

1. The minutes of the April 13, 2015 Regular Board Meeting were approved by unanimous voice vote

B. Announcements

1. Supervisor Spinzia announced that the Summer Rec brochure is on the Town's website
2. Supervisor Spinzia announced Rec sign-ups will be Saturday May 9 from 9:00 am to Noon
3. Supervisor Spinzia announced Open Book Days would be May 11 from 2:00 pm to 4:00 pm and 6:00 pm to 8:00 pm; May 12 from Noon to 4:00 pm; May 14 from 9:00 am to 1:00 pm; and May 16 from 9:00 am to 1:00 pm.
4. Supervisor Spinzia announced Grievance Day is Tuesday May 26.
5. Supervisor Spinzia announced a County Executive forum at Town Hall on Wednesday April 29 from 6:00 pm to 9:00 pm.

C. Presentations

Town of Rhinebeck
Regular Board Meeting
Minutes
April 27, 2015 6:45 pm

1. Gentry Rose gave the attached presentation on a New York State Energy Research and Development Authority sponsored prize grant competition for municipalities to create energy microgrids.

D. Committee & Liaison Reports

1. Councilperson Gelb reported on the Open Space Affordable Housing Committee.
2. Supervisor Spinzia announced that she and the Town Bookkeeper would attend a budget seminar.
3. Supervisor Spinzia reported on the new website and the tech grant.

E. Resolutions

1. Resolution 2015114 Preliminary Abstract 4B V454-V498, 40 Checks, \$138,149.21

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015114 Preliminary Abstract 4B V454-V498, 40 Checks, \$138,149.21 adopted 4-0.

2. Resolution 2015115 Preliminary Capital Project Accounts Payable Abstract, 2 checks, \$2,075.00

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015115 Preliminary Capital Project Accounts Payable Abstract, 2 checks, \$2,075.00 adopted 4-0.

Town of Rhinebeck
Regular Board Meeting
Minutes
April 27, 2015 6:45 pm

3. Resolution 2015116 Tax Certiorari Proceedings (Kait Enterprises Ltd.)

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015116 Tax Certiorari Proceedings (Kait Enterprises Ltd.) adopted 4-0.

4. Resolution 2015117 Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015117 Standard Work Day and Reporting Resolution for Elected and Appointed Officials adopted 4-0.

5. Resolution 2015118 Town Hall Use Application (Legion Band)

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015118 Town Hall Use Application (Legion Band) adopted 4-0.

**Town of Rhinebeck
Regular Board Meeting
Minutes
April 27, 2015 6:45 pm**

6. Resolution 2015119 Renaming Carmel Drive

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015119 Renaming Carmel Drive adopted 4-0.

7. Resolution 2015120 Transferring Monies from Fund Balance to Capital Account for Town Hall Improvements

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015120 Transferring Monies from Fund Balance to Capital Account for Town Hall Improvements adopted 4-0.

8. Resolution 2015121 Contract for Asbestos Removal Plan, Air Sampling and Project Monitoring

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015121 Contract for Asbestos Removal Plan, Air Sampling and

**Town of Rhinebeck
Regular Board Meeting
Minutes
April 27, 2015 6:45 pm**

Project Monitoring adopted 4-0.

9. Resolution 2015122 Recreation Department Hires for 2015

Motioned by Councilperson Washburn
Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015122 Recreation Department Hires for 2015 adopted 4-0.

F. New Business

1. Councilperson Washburn reported on issues with the manhole covers at the Vanderburgh Cove sewer system.
2. Resolution 2015123 A Resolution Authorizing, Subject to Permissive Referendum, the Construction of Improvements to and Expansion of the Thompson/Mazzarella Park (Phase I) Located on State Route 308, in and for the Town of Rhinebeck, Dutchess County, New York, at a Maximum Estimated Cost of \$1,052,860 Authorizing the Issuance of \$250,000 Serial Bonds of Said Town to Pay Part of the Cost Thereof; and Authorizing the Expenditure of \$802,860 Other Monies Appropriated therefor to Pay the Balance of Such Costs

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Roll Call Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

A Resolution Authorizing, Subject to Permissive Referendum, the Construction of Improvements to and Expansion of the Thompson/Mazzarella Park (Phase I) Located on State Route 308, in and for the Town of Rhinebeck, Dutchess County, New York, at a Maximum Estimated Cost of \$1,052,860 Authorizing the Issuance of \$250,000 Serial Bonds of Said Town to Pay Part of the Cost Thereof; and

Town of Rhinebeck
Regular Board Meeting
Minutes
April 27, 2015 6:45 pm

Authorizing the Expenditure of \$802,860 Other Monies Appropriated therefor to Pay the Balance of Such Costs adopted 4-0.

3. Resolution 2015124 Certifying Roehrs Construction Company of Clintondale, New York as Lowest Responsible Bidder for Phase 1 of the Thompson/Mazzarella Park Project

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Roll Call Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Abstain
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Certifying Roehrs Construction Company of Clintondale, New York as Lowest Responsible Bidder for Phase 1 of the Thompson/Mazzarella Park Project adopted 3-0.

4. Resolution 2015125 Authorizing Payment of Shortfall for Recreation Park Infrastructure from Combination of General Funds Balance and Bonding

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Abstain
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution 2015125 Authorizing Payment of Shortfall for Recreation Park Infrastructure from Combination of General Funds Balance and Bonding adopted 3-0.

5. Resolution 2015126 Approving Expenditure of Funds from H101-101 to Pay for Trail Infrastructure Work at the Thompson-Mazzarella Recreation Park

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

**Town of Rhinebeck
Regular Board Meeting
Minutes
April 27, 2015 6:45 pm**

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Abstain
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Approving Expenditure of Funds from H101-101 to Pay for Trail Infrastructure Work at the Thompson-Mazzarella Recreation Park adopted 3-0.

6. Resolution 2015127 NYSERDA Community Solar Grid (Microgrid) Competitive Feasibility Assessment Prize Grant Participation Submission

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Abstain
Councilperson Fernandez	Absent
Councilperson Scherr	Aye
Councilperson Washburn	Aye

NYSERDA Community Solar Grid (Microgrid) Competitive Feasibility Assessment Prize Grant Participation Submission adopted 3-0.

G. Discussion Items

The following items were discussed by the Board:

1. Thompson-Mazzarella Park construction project bid award and funding (see attached presentation given by TTSM Board member Sally Mazzarella).
2. Update on tax cap freeze-consolidation plan
3. Delisting of Robert Sands Estate (see attached letter concerning the same; Town Historian Kelly addressed the Board on the matter).
4. Proposed Mining Overlay Zoning Amendment.

H. Public Comment on Non-Agenda Items

1. Susan Massa of Rhinebeck commented on senior housing.
2. Michael DeCola of Rhinebeck commented on soccer fields at the TTSM Park.
3. County Legislator Joel Tyner spoke on various issues.

I. Executive Session

Town of Rhinebeck
Regular Board Meeting
Minutes
April 27, 2015 6:45 pm

At 8:06 pm by unanimous voice vote the Board retired to executive session to discuss the employment history of a particular person.

J. Adjournment

The Board returned to regular session and adjourned by unanimous voice vote at 8:56 pm.

Respectfully submitted,

Jon Gautier

Town Clerk

TOWN OF RHINEBECK

RESOLUTION NO. 2015128

PRELIMINARY ABSTRACT 5 V499-V556, 47 CHECKS, \$33,132.57

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Abstract 5 V499-V556, 47 Checks, \$33,132.57, to the Town Board for approval; and

WHEREAS, the Town Board has reviewed the attached abstract of vouchers and finds the vouchers appropriate for payment; now, therefore; be it

RESOLVED, that the vouchers listed in the attached Preliminary Abstract 5 V499-V556, 47 Checks, \$33,132.57, are approved for payment.

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====

Bank: TRUST AGENCY FD TRUST AGENCY FD

-----Checks-----

Vendor: BEN FUNK, INC.	BEN FUNK, INC.	REMIT ADDRESS		
Invoice ID: T435011	Invoice Date: 04/30/2015	Due Date: 05/11/2015		
2015 2015 1 No	2015-5130- 003 -04 -5130-427	003 -200	V500 SLACK ADJUSTER #6	\$ 95.92
			CHECK TOTAL (CHECK #: 13513) =	\$ 95.92

Vendor: BILLY BOY TOOL	BILLY BOY TOOL CO.	REMIT ADDRESS		
Invoice ID: 4/20/15	Invoice Date: 04/20/2015	Due Date: 05/11/2015		
2015 2015 1 No	2015-5132- 000 -04 -5132-410	000 -200	V501 GARBAGE BAGS	\$ 90.00
Invoice ID: 4/22/15	Invoice Date: 04/22/2015	Due Date: 05/11/2015		
2015 2015 1 No	2015-5130- 003 -04 -5130-422	003 -200	V501 CUT OFF WHEELS FOR GRIND	\$ 184.90
			CHECK TOTAL (CHECK #: 13514) =	\$ 274.90

Vendor: BOTTINI FUEL	BOTTINI FUEL	REMIT ADDRESS		
Invoice ID: 143414	Invoice Date: 03/30/2015	Due Date: 05/11/2015		
2015 2015 1 No	2015-5142- 003 -04 -5142-450	003 -200	V503 3/30: 300 GAL UNL GAS @1	\$ 543.48
Invoice ID: 153195	Invoice Date: 03/20/2015	Due Date: 05/11/2015		
2015 2015 1 No	000 -01 -1620-411	000 -200	V502 3/20 309.7 GAL @ 1.9409/	\$ 640.10
Invoice ID: 3/10/15	Invoice Date: 03/10/2015	Due Date: 05/11/2015		
2015 2015 1 No	2015-5132- 000 -04 -5132-411	000 -200	V503 3/30: 214 GAL FUEL OIL @	\$ 423.19
Invoice ID: 443911	Invoice Date: 03/23/2015	Due Date: 05/11/2015		
2015 2015 1 No	2015-5130- 003 -04 -5142-450	003 -200	V503 3/23: 300 GAL UNL GAS @1	\$ 540.30
Invoice ID: 548247	Invoice Date: 03/14/2015	Due Date: 05/11/2015		
2015 2015 1 No	2015-5132- 000 -04 -5132-411	000 -200	V503 3/14:297.8 GAL #2 OIL @2	\$ 666.05
Invoice ID: 728500	Invoice Date: 03/06/2015	Due Date: 05/11/2015		
2015 2015 1 No	000 -01 -1620-411	000 -200	V502 3/6 341.2 GAL @ 2.5399/G	\$ 905.61
Invoice ID: 745586	Invoice Date: 03/16/2015	Due Date: 05/11/2015		
2015 2015 1 No	2015-5142- 003 -04 -5142-450	003 -200	V503 3/16/15: 550 GAL @1.804	\$ 992.20
Invoice ID: 746066	Invoice Date: 03/06/2015	Due Date: 05/11/2015		
2015 2015 1 No	2015-5142- 003 -04 -5142-450	003 -200	V503 3/6: 410 GAL GAS @1.8965	\$ 777.57
			CHECK TOTAL (CHECK #: 13515) =	\$ 5,488.50

Vendor: CARDMEMBER SERVICE	CARDMEMBER SERVICE	REMIT ADDRESS		
Invoice ID: 0278	Invoice Date: 03/23/2015	Due Date: 05/11/2015		
2015 2015 1 No	000 -01 -1650-449	000 -200	V504 POSTAGE STAMPS.COM	\$ 100.00
2015 2015 2 No	000 -01 -1650-449	000 -200	V504 STAMPS.COM	\$ 15.99
			INVOICE TOTAL (INVOICE ID: 0278) =	\$ 115.99
Invoice ID: 1955	Invoice Date: 03/30/2015	Due Date: 05/11/2015		
2015 2015 1 No	2015-1220- 000 -01 -1220-410	000 -200	SUPPLIES/REFERENCES	\$ 127.08
Invoice ID: 3683	Invoice Date: 04/06/2015	Due Date: 05/11/2015		
2015 2015 1 No	000 -01 -1680-401	000 -200	V504 APRIL'15 MAIL CHIPM	\$ 15.00
Invoice ID: 7791	Invoice Date: 04/13/2015	Due Date: 05/11/2015		
2015 2015 1 No	000 -01 -1650-449	000 -200	V504 POSTAGE STAMPS.COM	\$ 200.00
			CHECK TOTAL (CHECK #: 13516) =	\$ 458.07

Vendor: CENTRAL HUDSON	CENTRAL HUDSON GAS & ELECTRIC CORP	REMIT ADDRESS		
Invoice ID: 54111260003AP15	Invoice Date: 04/30/2015	Due Date: 05/11/2015		
2015 2015 1 No	001 -04 -5182-400	001 -200	V507 APRIL'15 2055 KWH	\$ 711.87
Invoice ID: 54111280001AP15	Invoice Date: 04/30/2015	Due Date: 05/11/2015		
2015 2015 1 No	020 -04 -5182-400	020 -200	V507 APRIL'15 1884 KWH	\$ 945.03
Invoice ID: 56091880007AP15	Invoice Date: 04/24/2015	Due Date: 05/11/2015		
2015 2015 1 No	000 -06 -7180-431	000 -200	V505 3/24-4/24/15 95 KWH	\$ 114.10
Invoice ID: 58031183005AP15	Invoice Date: 04/28/2015	Due Date: 05/11/2015		
2015 2015 1 No	000 -06 -5720-431	000 -200	V506 2/27-4/28/15 902 KWH	\$ 183.71

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
Invoice ID: 58031920018AP15					Invoice Date: 04/28/2015	Due Date: 05/11/2015		
2015	2015	1	No		000 -07 -8810-431	000 -200	V506 2/27-4/28/15 1369 KWH	\$ 242.56
Invoice ID: 58042555001AP15					Invoice Date: 04/22/2015	Due Date: 05/11/2015		
2015	2015	1	No		000 -06 -7140-431	000 -200	V506 2/26-4/22/15 13875 KWH	\$ 2,484.65
Invoice ID: 58042590016AP15					Invoice Date: 04/22/2015	Due Date: 05/11/2015		
2015	2015	1	No		000 -06 -7140-431	000 -200	V506 2/26-4/22/15 10 KWH	\$ 71.36
Invoice ID: 58043090008AP15					Invoice Date: 04/22/2015	Due Date: 05/11/2015		
2015	2015	1	No		000 -01 -1620-431	000 -200	V506 2/24-4/22/15 1748 KWH	\$ 290.30
CHECK TOTAL (CHECK #:								13517) = \$ 5,043.58
Vendor: CHAZEN ENGINEER				CHAZEN ENGINEERING, LAND SURVEYING & INC			REMIT ADDRESS	
Invoice ID: 89916					Invoice Date: 04/09/2015	Due Date: 05/11/2015		
2015	2015	1	No		000 -07 -8160-451	000 -200	V508 LANDFILL SAMPLING	\$ 637.50
CHECK TOTAL (CHECK #:								13518) = \$ 637.50
Vendor: CUNNINGHAM, ALI				CUNNINGHAM, ALICE			REMIT ADDRESS	
Invoice ID: 2015 PETTY CASH					Invoice Date: 05/01/2015	Due Date: 05/11/2015		
2015	2015	1	No		000 -210	000 -200	V509 2015 POOL PETTY CASH FOR	\$ 120.00
CHECK TOTAL (CHECK #:								13519) = \$ 120.00
Vendor: CUNNINGHAM, BAR				CUNNINGHAM, BARBARA			REMIT ADDRESS	
Invoice ID: MAY 2015 B.C.					Invoice Date: 05/06/2015	Due Date: 05/11/2015		
2015	2015	1	No		000 -08 -9060-801	000 -200	V554 MAY 2015 HEALTH	\$ 373.90
CHECK TOTAL (CHECK #:								13520) = \$ 373.90
Vendor: DAILY FREEMAN				DAILY FREEMAN			REMIT ADDRESS	
Invoice ID: 568854					Invoice Date: 04/11/2015	Due Date: 05/11/2015		
2015	2015	1	No		001 -07 -8010-449	001 -200	V510 PAPANONSTANTIS	\$ 27.90
CHECK TOTAL (CHECK #:								13521) = \$ 27.90
Vendor: DUTCHESS SIGNS				DUTCHESS SIGNS			REMIT ADDRESS	
Invoice ID: 27186					Invoice Date: 04/30/2015	Due Date: 05/11/2015		
2015	2015	1	No	2015-3310-	000 -02 -3310-400	000 -200	V511 SIGNS: SCHOOL DAYS,SCHOO	\$ 120.00
CHECK TOTAL (CHECK #:								13522) = \$ 120.00
Vendor: EQUIPMENT RENTAL & SALES				EQUIPMENT RENTAL & SALES			REMIT ADDRESS	
Invoice ID: 14220					Invoice Date: 05/01/2015	Due Date: 05/11/2015		
2015	2015	1	No	2015-5110-	003 -04 -5110-425	003 -200	V512 OVER SEEDER 1/2 DAY	\$ 60.48
CHECK TOTAL (CHECK #:								13523) = \$ 60.48
Vendor: EVOLUTION TECH				EVOLUTION TECHNOLOGIES			REMIT ADDRESS	
Invoice ID: 69-2014					Invoice Date: 04/29/2015	Due Date: 05/11/2015		
2015	2015	1	No	2015-1110-	000 -01 -1110-401	000 -200	V513 MONTHLY COMPUTER CONSULT	\$ 90.00
CHECK TOTAL (CHECK #:								13524) = \$ 90.00
Vendor: FRONTIER				FRONTIER			REMIT ADDRESS	
Invoice ID: 876-3203-MAY15					Invoice Date: 04/28/2015	Due Date: 05/11/2015		
2015	2015	1	No		000 -01 -1620-430	000 -200	V515 4/28-5/27/15	\$ 49.89
Invoice ID: 876-3961-MAY15					Invoice Date: 04/28/2015	Due Date: 05/11/2015		
2015	2015	1	No		000 -07 -8810-430	000 -200	V515 4/28-5/27/15	\$ 40.98
2015	2015	2	No		000 -07 -8810-429	000 -200	V515 4/28-5/27/15	\$ 19.99
INVOICE TOTAL (INVOICE ID: 876-3961-MAY15) = \$ 60.97								
Invoice ID: 876-6161-MAY15					Invoice Date: 04/28/2015	Due Date: 05/11/2015		
2015	2015	1	No		000 -06 -7180-430	000 -200	V515 4/28-5/27/15	\$ 29.74

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	====	==	=====	=====	=====	=====
Vendor: GENERAL CODE GENERAL CODE PUBLISHERS REMIT ADDRESS								
Invoice ID: 876-6263-MAY15			Invoice Date: 04/28/2015			Due Date: 05/11/2015		
2015	2015	1	No	2015-5132-	000 -04 -5132-430	000 -200	V514 4/28-5/27/15	\$ 151.88

CHECK TOTAL (CHECK #: 13525) = \$								292.48
Vendor: GENERAL CREDIT FORMS, INC. GENERAL CREDIT FORMS, INC. REMIT ADDRESS								
Invoice ID: C0017938			Invoice Date: 05/01/2015			Due Date: 05/11/2015		
2015	2015	1	No	000 -01	-1410-460	000 -200	V516 eCODE360 ANNUAL MAINT	\$ 1,195.00

CHECK TOTAL (CHECK #: 13526) = \$								1,195.00
Vendor: GRANT & LYONS, L GRANT & LYONS, LLP REMIT ADDRESS								
Invoice ID: 8987			Invoice Date: 03/31/2015			Due Date: 05/11/2015		
2015	2015	1	No	2015-GRANT	000 -01 -1420-452	000 -200	V518 MINING OVERLAY FEB 14 -	\$ 837.50

CHECK TOTAL (CHECK #: 13528) = \$								837.50
Vendor: HERZOG SUPPLY HERZOG SUPPLY CO. INC. REMIT ADDRESS								
Invoice ID: 791272/1			Invoice Date: 03/24/2015			Due Date: 05/11/2015		
2015	2015	1	No	2015-1630-	000 -01 -1630-427	000 -200	V519 -MAIN-Z-MOWER REPAIR PAR	\$ 232.49

CHECK TOTAL (CHECK #: 13529) = \$								232.49
Vendor: HIGHWAY PART-TO HIGHWAY PART-TOWN FUND REMIT ADDRESS								
Invoice ID: 2015-BLDG-APR			Invoice Date: 05/01/2015			Due Date: 05/11/2015		
2015	2015	1	No	001 -02	-3620-450	001 -200	V521 25.3 GAL UNLEADED @ 2.13	\$ 54.04
Invoice ID: 2015-MAINT-APR			Invoice Date: 05/01/2015			Due Date: 05/11/2015		
2015	2015	1	No	000 -06	-7140-447	000 -200	V522 86.7 GAL UNLEADED @ 2.13	\$ 185.19
Invoice ID: 2015-SNRVAN-APR			Invoice Date: 05/01/2015			Due Date: 05/11/2015		
2015	2015	1	No	000 -05	-6772-480	000 -200	V523 26.4 GAL UNLEADED @ 2.13	\$ 56.39
Invoice ID: FERRIS MOWER			Invoice Date: 03/26/2015			Due Date: 05/11/2015		
2015	2015	1	No	2015-1630-	000 -01 -1630-427	000 -200	V524-HWY DEPT-LABOR-MOWER REP	\$ 790.48
Invoice ID: T1MP-SNOW			Invoice Date: 03/24/2015			Due Date: 05/11/2015		
2015	2015	1	No	2015-7140-	000 -06 -7140-440	000 -200	V520 T-M PARK SNOW REMOVAL-LA	\$ 35.21

CHECK TOTAL (CHECK #: 13530) = \$								1,121.31
Vendor: J.P. COOKE CO. J.P. COOKE CO. REMIT ADDRESS								
Invoice ID: 337266			Invoice Date: 04/13/2015			Due Date: 05/11/2015		
2015	2015	1	No	000 -01	-1110-410	000 -200	V525 'CLOSED' STAMP, INK, SHI	\$ 42.40

CHECK TOTAL (CHECK #: 13531) = \$								42.40
Vendor: KINGSTON OIL KINGSTON OIL SUPPLY CO. REMIT ADDRESS								
Invoice ID: 33393			Invoice Date: 03/03/2015			Due Date: 05/11/2015		
2015	2015	1	No	2015-8810-	000 -07 -8810-413	000 -200	V527 3/3/15 96.9 GAL PROPANE	\$ 148.72
Invoice ID: 40118			Invoice Date: 03/13/2015			Due Date: 05/11/2015		
2015	2015	1	No	2015-8810-	000 -07 -8810-413	000 -200	V527 3/13 57.2 GAL PROPANE @	\$ 85.07
Invoice ID: 46761			Invoice Date: 03/27/2015			Due Date: 05/11/2015		
2015	2015	1	No	2015-8810-	000 -07 -8810-413	000 -200	V527 3/27/15 99 GAL PROPANE @	\$ 134.37

CHECK TOTAL (CHECK #: 13532) = \$								368.16
Vendor: KINSELLA, KATHY KATHY KINSELLA-HWAY PETTY CASH REMIT ADDRESS								
Invoice ID: APR'15 MILEAGE			Invoice Date: 04/30/2015			Due Date: 05/11/2015		
2015	2015	1	No	2015-5010-	000 -04 -5010-447	000 -200	V526 4/30: 45 MI REIMBURSEMEN	\$ 25.88

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
Vendor: LHV PRECAST INC LHV PRECAST INC								
Invoice ID: 17722 Invoice Date: 03/25/2015 Due Date: 05/11/2015								
2015	2015	1	No	2015-8130-	022 -07 -8130-440	022 -200	V528 1 30" DIA CASTING "SEWER	\$ 381.00
								CHECK TOTAL (CHECK #: 13533) = \$ 25.88
REMIT ADDRESS								
								CHECK TOTAL (CHECK #: 13534) = \$ 381.00
Vendor: LOCAL 445 WELFA LOCAL 445 WELFA FUND								
Invoice ID: MAY2015 Invoice Date: 05/05/2015 Due Date: 05/11/2015								
2015	2015	1	No	2015-9060-	003 -08 -9060-801	003 -200	V529 MAY 2015 EYE	\$ 224.00
								CHECK TOTAL (CHECK #: 13535) = \$ 224.00
REMIT ADDRESS								
								CHECK TOTAL (CHECK #: 13536) = \$ 46.00
Vendor: MATUK JR, EDMUND J MATUK JR, EDMUND J								
Invoice ID: MILEAGE APR'15 Invoice Date: 04/29/2015 Due Date: 05/11/2015								
2015	2015	1	No	001 -02	-3620-447	001 -200	V530 HVCEO CONF MI	\$ 46.00
								CHECK TOTAL (CHECK #: 13537) = \$ 125.00
REMIT ADDRESS								
								CHECK TOTAL (CHECK #: 13538) = \$ 146.17
Vendor: MICHAEL A. RICHARDSON MICHAEL A. RICHARDSON								
Invoice ID: S150306 Invoice Date: 03/31/2015 Due Date: 05/11/2015								
2015	2015	1	No	000 -01	-1420-452	000 -200	V531 CONSULTING W/ ARBITRATOS	\$ 125.00
								CHECK TOTAL (CHECK #: 13539) = \$ 189.00
REMIT ADDRESS								
								CHECK TOTAL (CHECK #: 13540) = \$ 591.00
Vendor: MINUTEMAN PRESS MINUTEMAN PRESS								
Invoice ID: 9861 Invoice Date: 03/24/2015 Due Date: 05/11/2015								
2015	2015	1	No	000 -07	-8810-410	000 -200	V532 200 TRI-FOLD FLYERS: NAT	\$ 146.17
								CHECK TOTAL (CHECK #: 13541) = \$ 98.99
REMIT ADDRESS								
								CHECK TOTAL (CHECK #: 13542) = \$ 66.52
Vendor: N.Y. PLANNING F N.Y. PLANNING FEDERATION								
Invoice ID: 11418 Invoice Date: 04/23/2015 Due Date: 05/11/2015								
2015	2015	1	No	001 -07	-8020-447	001 -200	V535 CONFERENCE REGISTRATION-	\$ 189.00
								CHECK TOTAL (CHECK #: 13543) = \$ 337.98
REMIT ADDRESS								
								CHECK TOTAL (CHECK #: 13544) = \$ 337.98
Vendor: NEW YORK COMMUN NEW YORK COMMUNICATIONS CO., INC.								
Invoice ID: 132873 Invoice Date: 05/01/2015 Due Date: 05/11/2015								
2015	2015	1	No	2015-5010-	000 -04 -5010-401	000 -200	V534 MAY'15 RADIO RENTAL	\$ 591.00
								CHECK TOTAL (CHECK #: 13545) = \$ 98.99
REMIT ADDRESS								
								CHECK TOTAL (CHECK #: 13546) = \$ 98.99
Vendor: NORTHEAST AUTOMOTIVE PARTS INC NORTHEAST AUTOMOTIVE PARTS INC.								
Invoice ID: 526969 Invoice Date: 04/29/2015 Due Date: 05/11/2015								
2015	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	V533 BILGE PUMP FOR BIG ROLLE	\$ 98.99
								CHECK TOTAL (CHECK #: 13547) = \$ 66.52
REMIT ADDRESS								
								CHECK TOTAL (CHECK #: 13548) = \$ 66.52
Vendor: NORTHERN SAFETY NORTHERN SAFETY CO., INC.								
Invoice ID: 901391793 Invoice Date: 04/21/2015 Due Date: 05/11/2015								
2015	2015	1	No	2015-9089-	003 -08 -9089-804	003 -200	V 536 CPR MASKS (10) FOR TRUC	\$ 66.52
								CHECK TOTAL (CHECK #: 13549) = \$ 337.98
REMIT ADDRESS								
								CHECK TOTAL (CHECK #: 13550) = \$ 337.98
Vendor: OLD DOMINION OLD DOMINION BRUSH CO.								
Invoice ID: 0073151-IN Invoice Date: 04/13/2015 Due Date: 05/11/2015								
2015	2015	1	No	2015-5130-	003 -04 -5130-428	003 -200	V537 SIDE BROOMS FOR SWEEPER	\$ 337.98
								CHECK TOTAL (CHECK #: 13551) = \$ 337.98
REMIT ADDRESS								
								CHECK TOTAL (CHECK #: 13552) = \$ 337.98
Vendor: PINE BUSH EQUIP PINE BUSH EQUIPMENT CO., INC.								
REMIT ADDRESS								

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	====	==	=====	=====	=====	=====

Vendor: PROTECTIVE POWE
 Invoice ID: 4013
 2015 2015 1 No 2015-MAIN- 000 -01 -1620-454
 2015 2015 2 No 2015-MAIN- 022 -07 -8130-454

Invoice Date: 04/03/2015
 Due Date: 05/11/2015

REMIT ADDRESS
 000 -200 V539 2015-ANNUAL CONTRACT-GEN \$ 350.00
 022 -200 V539 ANNUAL CONTRACT-GENERATO \$ 700.00

INVOICE TOTAL (INVOICE ID: 4013) = \$ 1,050.00
 CHECK TOTAL (CHECK #: 13545) = \$ 1,050.00

Vendor: RAE D'ACHILLE
 Invoice ID: APRIL 30,2015
 2015 2015 1 No

Invoice Date: 04/30/2015
 Due Date: 05/11/2015

REMIT ADDRESS
 000 -01 -1220-400 V499 2014 ANNUAL FINANCIAL RE \$ 2,000.00

CHECK TOTAL (CHECK #: 13546) = \$ 2,000.00

Vendor: RED HOOK CARQUE
 Invoice ID: 8861-148267
 2015 2015 1 No 2015-5130- 003 -04 -5130-427
 Invoice ID: 8861-148304
 2015 2015 1 No 2015-5130- 003 -04 -5130-427
 Invoice ID: 8861-148570
 2015 2015 1 No 2015-1630- 000 -01 -1630-427
 Invoice ID: 8861-149565
 2015 2015 1 No 003 -04 -5130-427
 Invoice ID: 8861-150100
 2015 2015 1 No 2015-5130- 003 -04 -5130-427
 Invoice ID: 8861-150130
 2015 2015 1 No 003 -04 -5130-427
 Invoice ID: 8861-150781
 2015 2015 1 No 003 -04 -5130-427
 Invoice ID: 8861-151315
 2015 2015 1 No 2015-5130- 003 -04 -5130-427
 2015 2015 2 No 2015-5130- 003 -04 -5130-427

Invoice Date: 03/24/2015
 Due Date: 05/11/2015

REMIT ADDRESS
 003 -200 V541 3/24 #10 BRAKE ROTORS/PA \$ 165.64
 003 -200 V541 #10 BRAKE ROTORS/PADS, A \$ 170.16
 000 -200 V540 TRAILER REPAIR PARTS \$ 145.96
 003 -200 V541 CREDIT #10 BRAKE ROTORS/ \$ 121.58-
 003 -200 V541 4/1 BRAKE KITS, OIL SEAL \$ 700.76
 003 -200 V541 CREDIT OIL BATH SEAL \$ 87.56-
 003 -200 V541 CREDIT- CORE BRAKE KIT \$ 50.00-
 003 -200 V541 OIL SEAL, BALL JOINTS FO \$ 255.83
 003 -200 V541 BATTERY- JD TRACTOR MOWE \$ 156.30

INVOICE TOTAL (INVOICE ID: 8861-151315) = \$ 412.13

Invoice ID: 8861-151444
 2015 2015 1 No 2015-5130- 003 -04 -5130-427
 Invoice ID: 8861-151447
 2015 2015 1 No 003 -04 -5130-427
 Invoice ID: 8861-151527
 2015 2015 1 No 003 -04 -5130-427
 Invoice ID: 8861-152373
 2015 2015 1 No 2015-5130- 003 -04 -5130-427
 Invoice ID: 8861-152850
 2015 2015 1 No 2015-5130- 003 -04 -5130-427
 Invoice ID: 8861-153187
 2015 2015 1 No 003 -04 -5130-427
 Invoice ID: 8861-155036
 2015 2015 1 No 2015-5130- 003 -04 -5130-427
 Invoice ID: 8861-155394
 2015 2015 1 No 003 -04 -5130-427
 Invoice ID: 8861-155515
 2015 2015 1 No 2015-5130- 003 -04 -5130-427
 Invoice ID: 8861-155936
 2015 2015 1 No 2015-5130- 003 -04 -5130-427

Invoice Date: 04/07/2015
 Due Date: 05/11/2015

REMIT ADDRESS
 003 -200 V541 U JOINTS, OIL SEALS, LIG \$ 260.84
 003 -200 V541 13 W BULB \$ 13.98
 003 -200 V541 BATTERY CORE RETURN \$ 18.00-
 003 -200 V541 ELECTRICAL CONNECTORS #6 \$ 13.21
 003 -200 V541 BATTERY FOR CAT LOADER \$ 312.60
 003 -200 V541 2 BATTERY CORE RETURN \$ 36.00-
 003 -200 V541 BATTERY FOR SCAG MOWER \$ 32.74
 003 -200 V541 1 BATTERY CORE RETURN \$ 6.00-
 003 -200 V541 4/23 PROTECTION VALVES \$ 67.98
 003 -200 V541 OIL FILTERS FOR SMALL RO \$ 11.48

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
Vendor: RHINEBECK FORD						RHINEBECK FORD, INC.		
Invoice ID: 74250						REMIT ADDRESS		
2015	2015	1	No	2015-1630-	000 -01 -1630-427	000 -200	V542 -OIL FILTER-TRUCK MAIN.	\$ 5.20
2015	2015	1	No	2015-1630-	000 -01 -1630-427	000 -200	V542 -OIL-3 QTS-TRUCK MAIN.	\$ 28.17
						CHECK TOTAL (CHECK #: 13547) = \$ 1,988.34		
Vendor: S&S TREE AND LA						S&S TREE AND LANDSCAPE, INC.		
Invoice ID: 978						REMIT ADDRESS		
2015	2015	1	No	2015-5110-	003 -04 -5110-425	003 -200	V543 TREE REMOVAL- RENTAL OF	\$ 900.00
						CHECK TOTAL (CHECK #: 13549) = \$ 900.00		
Vendor: SPINNENWEBER PV						SPINNENWEBER PFV		
Invoice ID: PFV-44398						REMIT ADDRESS		
2015	2015	1	No	2015-3510-	000 -02 -3510-401	000 -200	V544 -KENNEL-FLANGE KITS & FL	\$ 432.50
2015	2015	1	No	2015-5132-	000 -04 -5132-440	000 -200	V545 WATER HYDRANT FITINGS	\$ 96.30
2015	2015	1	No	2015-3510-	000 -02 -3510-401	000 -200	V544 -KENNEL-YARD HYDRANT	\$ 88.84
						CHECK TOTAL (CHECK #: 13550) = \$ 617.64		
Vendor: TARGET						TARGET BANK		
Invoice ID: 13180817407						REMIT ADDRESS		
2015	2015	1	No	2015-7310-	000 -06 -7310-442	000 -200	V546 EASTER CANDY FOR EGG HUN	\$ 198.86
2015	2015	1	No	2015-7310-	000 -06 -7310-442	000 -200	V546 EASTER CANDY	\$ 45.37
						CHECK TOTAL (CHECK #: 13551) = \$ 244.23		
Vendor: THE PIPE DOCTOR						THE PIPE DOCTOR, INC.		
Invoice ID: 3/19/15						REMIT ADDRESS		
2015	2015	1	No	2015-8810-	000 -07 -8810-427	000 -200	V547 LABOR-REPAIR PIPE LEAK O	\$ 315.00
2015	2015	2	No	2015-8810-	000 -07 -8810-427	000 -200	V547 PARTS-REPAIR PIPE LEAK O	\$ 76.50
						INVOICE TOTAL (INVOICE ID: 3/19/15) = \$ 391.50		
						CHECK TOTAL (CHECK #: 13552) = \$ 391.50		
Vendor: TIME WARNER CAB						TIME WARNER CABLE		
Invoice ID: 25105528						REMIT ADDRESS		
2015	2015	1	No	000	-01 -1620-429	000 -200	V548 4/30/15-5/29/15	\$ 189.00
2015	2015	2	No	000	-01 -1620-429	000 -200	V548 4/30/15-5/29/15	\$ 526.77
						INVOICE TOTAL (INVOICE ID: 25105528) = \$ 715.77		
						CHECK TOTAL (CHECK #: 13553) = \$ 715.77		
Vendor: VRI ENVIRONMENTAL SERVICES INC						VRI ENVIRONMENTAL SERVICES INC.		
Invoice ID: 16949						REMIT ADDRESS		
2015	2015	1	No	022	-07 -8120-420	022 -200	V549 MARCH'15 OPERATOR	\$ 947.32
2015	2015	2	No	022	-07 -8130-450	022 -200	V549 MARCH'15 FIELD LAB WORK-	\$ 140.00
2015	2015	3	No	022	-07 -8130-450	022 -200	V549 MARCH'15 FIELD LAB WORK-	\$ 140.00
						INVOICE TOTAL (INVOICE ID: 16949) = \$ 1,227.32		
						CHECK TOTAL (CHECK #: 13554) = \$ 1,227.32		

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
Vendor: W.B.MASON					W.B.MASON CO., INC		REMIT ADDRESS	
Invoice ID:	I24992105	Invoice Date:		04/14/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-1620-	000 -01 -1620-410	000 -200	V552 -TH-1 CASE P. TOWELS	\$	41.99
Invoice ID:	I25025385	Invoice Date:		04/15/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-1620-	000 -01 -1620-410	000 -200	V551-TH-2 ORDERS SOAP W/FREE	\$	77.98
CHECK TOTAL (CHECK #: 13555) = \$								119.97
Vendor: WARREN S. REPLA					WARREN S. REPLANSKY, ESQ.		REMIT ADDRESS	
Invoice ID:	APRIL 2,2015	Invoice Date:		04/02/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-WSR-M	000 -01 -1420-452	000 -200	V550 3-6 REVIEW ZONING LAW CH	\$	99.00
2015	2015 2	No	2015-WSR-M	000 -01 -1420-452	000 -200	V550 3-16 MISC ITEMS	\$	165.00
2015	2015 3	No	2015-WSR-M	000 -01 -1420-452	000 -200	V550 3-18 ATTORNEY / CLIENT M	\$	379.50
2015	2015 4	No	2015-WSR-M	000 -01 -1420-452	000 -200	V550 3-20REVIEW MINING ZONING	\$	66.00
2015	2015 5	No	2015-WSR-M	000 -01 -1420-452	000 -200	V550 3-24 REVIEW ASBESTOS RFP	\$	198.00
2015	2015 6	No	2015-WSR-M	000 -01 -1420-452	000 -200	V550 3-25 HOMELAND TOWERS MTG	\$	297.00
2015	2015 7	No	2015-WSR-M	000 -01 -1420-452	000 -200	V550 3-27 R/R SHAW LETTER RE	\$	33.00
2015	2015 8	No	2015-WSR-M	000 -01 -1420-452	000 -200	V550 3-30 REVIEW HISTORIC PRE	\$	115.50
INVOICE TOTAL (INVOICE ID: APRIL 2,2015) = \$								1,353.00
CHECK TOTAL (CHECK #: 13556) = \$								1,353.00
Vendor: WESTON & SAMPSON					WESTON & SAMPSON ENGINEERS, INC.		REMIT ADDRESS	
Invoice ID:	437102B	Invoice Date:		09/04/2014	Due Date:		05/11/2015	
2015	2015 1	No	022 -07	-8110-453	022 -200	V553 AUG'14 VC PHASE B	\$	150.00
Invoice ID:	439021B	Invoice Date:		11/04/2014	Due Date:		05/11/2015	
2015	2015 1	No	022 -07	-8110-453	022 -200	V553 OCT'14 VC PHASE B	\$	150.00
Invoice ID:	440023B	Invoice Date:		12/02/2014	Due Date:		05/11/2015	
2015	2015 1	No	022 -07	-8110-453	022 -200	V553 NOV'14 VC PHASE B	\$	450.00
Invoice ID:	441009B	Invoice Date:		01/05/2015	Due Date:		05/11/2015	
2015	2015 1	No	022 -07	-8110-453	022 -200	V553 DEC'14 VC PHASE B	\$	975.00
CHECK TOTAL (CHECK #: 13557) = \$								1,725.00
Vendor: WILLIAMS LUMBER					WILLIAMS LUMBER & HOME CENTER		REMIT ADDRESS	
Invoice ID:	669102/1	Invoice Date:		03/03/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-3510-	000 -02 -3510-401	000 -200	V555-KENNEL-SUPPLIES	\$	27.42
2015	2015 2	No	2015-3510-	000 -02 -3510-401	000 -200	V555 3/3-KENNEL-WATERPROOFING	\$	153.56
INVOICE TOTAL (INVOICE ID: 669102/1) = \$								180.98
Invoice ID:	683979/1	Invoice Date:		03/05/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-1630-	000 -01 -1630-410	000 -200	V555 3/5 KEY FOR BOBBY - BLDG	\$	1.79
Invoice ID:	805375/1	Invoice Date:		03/18/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-1630-	000 -01 -1630-410	000 -200	V555 3/18 MAIN-SOCKET SET & A	\$	47.16
Invoice ID:	826181/1	Invoice Date:		03/19/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-1630-	000 -01 -1630-427	000 -200	V555 3/19 TRAILER MAIN-PAINT	\$	19.72
Invoice ID:	828569/1	Invoice Date:		03/19/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-1630-	000 -01 -1630-427	000 -200	V555 3/19 TRAILER MAIN-PAINT	\$	110.14
Invoice ID:	864622/1	Invoice Date:		03/24/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-1630-	000 -01 -1630-427	000 -200	V555 3/24 TRAILER MAIN-PAINT	\$	11.57
Invoice ID:	885175/1	Invoice Date:		03/25/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-1630-	000 -01 -1630-410	000 -200	V555 3/25 -MAIN TOOLS	\$	10.33
2015	2015 2	No	2015-1630-	000 -01 -1630-427	000 -200	V555 3/25 TRAILER REPAIR-TXT	\$	109.60
2015	2015 3	No	2015-1630-	000 -01 -1630-427	000 -200	V555 3/25 TRAILER REPAIR-HARD	\$	58.37
INVOICE TOTAL (INVOICE ID: 885175/1) = \$								178.30
Invoice ID:	928372/1	Invoice Date:		03/30/2015	Due Date:		05/11/2015	
2015	2015 1	No	2015-MAIN-	000 -01 -1620-410	000 -200	V555 3/30 TH-WASTE BASKETS	\$	37.80
2015	2015 2	No	2015-MAIN-	000 -01 -1630-427	000 -200	V555 3/30 TRAILER MAIN-HARDWA	\$	2.56
INVOICE TOTAL (INVOICE ID: 928372/1) = \$								40.36
Invoice ID:	Q04494/1	Invoice Date:		03/16/2015	Due Date:		05/11/2015	

TOWN OF RHINEBECK
 PRELIMINARY ABSTRACT ABS 5 V # 499- 556 47 CHECKS 5/11/15
 Executed By: krussell

PAGE: 8
 TIME: 14:49:59
 DATE: 05/07/2015

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	====	==	=====	=====	=====	=====
2015	2015	1	No	2015-8810-	000 -07 -8810-410	000 -200	V555 3/16 2 CYCLE SYN OIL	\$ 29.04
2015	2015	2	No	2015-8810-	000 -07 -8810-410	000 -200	V555 3/16 FIX-A-FLAT	\$ 8.81
2015	2015	3	No	2015-8810-	000 -07 -8810-410	000 -200	V555 3/16 TIRE SEALER	\$ 18.98
2015	2015	4	No	2015-8810-	000 -07 -8810-410	000 -200	V555 3/16 KEY RING	\$ 1.83
2015	2015	5	No	2015-8810-	000 -07 -8810-410	000 -200	V555 3/16 KEY TOILET PAPER	\$ 7.83

INVOICE TOTAL (INVOICE ID: Q04494/1) = \$ 66.49

CHECK TOTAL (CHECK #: 13558) = \$ 656.51

Vendor: WYANT, ROBERT
 Invoice ID: 4/27/15 BOOTS
 2015 2015 1 No 2015-9089- 003 -08 -9089-801

WYANT, ROBERT
 Invoice Date: 04/27/2015
 Due Date: 05/11/2015
 003 -200

REMIT ADDRESS

V556 BOOTS \$ 91.60

CHECK TOTAL (CHECK #: 13559) = \$ 91.60

TOTAL CHECKS = \$ 33,132.57

TOTAL BANK (TRUST AGENCY FD) = \$ 33,132.57

TOTAL PAYMENTS = \$ 33,132.57

TOWN OF RHINEBECK

RESOLUTION NO. 2015129

CAPITAL PROJECT ACCOUNTS PAYABLE ABSTRACT, 1 CHECK, \$8,500.00

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Capital Project Accounts Payable Abstract, 1 Check, \$8,500.00 to the Town Board for approval; and

WHEREAS, the Town Board has reviewed the attached Preliminary Capital Project Accounts Payable Abstract and finds it appropriate for payment; now, therefore, be it

RESOLVED, that the attached Preliminary Capital Project Accounts Payable Abstract, 1 Check, \$8,500.00, is approved for payment.

TOWN OF RHINEBECK

RESOLUTION NO. 2015130

**INTERMUNICIPAL AGREEMENT WITH RHINEBECK CENTRAL SCHOOL
DISTRICT**

WHEREAS, the Town and the Rhinebeck Central School District ("School") have had, for the past nine years, an intermunicipal agreement concerning the use of various facilities; and

WHEREAS, the intermunicipal agreement requires renewal, and the Town and the School are desirous of renewing the same; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to sign an intermunicipal agreement between the Town and the School in substantially the same form as the attached.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into as of the _____ day of _____, 2015, between the TOWN OF RHINEBECK, a municipal corporation, with offices located at 80 East Market Street, Rhinebeck, New York 12572 (hereinafter "Town") and the RHINEBECK CENTRAL SCHOOL DISTRICT, with offices located at North Park Road, Rhinebeck, New York 12572 (hereinafter "School District").

WITNESSETH:

WHEREAS, the School District owns and maintains its school buildings and related sports and recreational facilities (hereinafter "School Facilities"); and

WHEREAS, the Town owns and maintains certain municipal buildings, baseball and soccer fields, and other outdoor facilities (hereinafter "Town Facilities") which are utilized by residents and organizations of the Town of Rhinebeck for recreational purposes; and

WHEREAS, the Town is desirous of utilizing the School Facilities for certain Town and Recreation Committee programs and events as well as other Town programs and events; and

WHEREAS, the School District is desirous of utilizing the Town Facilities for games and/or practices for its school teams, as well as certain other school programs and events; and

WHEREAS, the Town is willing to allow the School District to utilize the Town Facilities, and the School District is willing to allow the Town to utilize the School Facilities for the benefit of the residents of the Town and School District respectively, upon the terms and conditions contained herein; and

WHEREAS, Article 5-G, Section 119-o of the General Municipal Law specifically authorizes municipal corporations to enter into intermunicipal cooperative agreements;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. That the School District shall be permitted to use the Town Facilities when such Town Facilities are not needed for Town purposes, for the conduct of games and practices for its school sport teams, as well as certain other school programs and events, at no cost to the School District.

2. That the Town shall be permitted to use the School Facilities for Town and Town Recreation Committee programs and events, as well as other Town programs and events, when such School Facilities are not needed for School District purposes, at no cost to the Town.

3. That use by the School District of the Town Facilities shall be coordinated with the Chair of the Town's Recreation Committee and/or the Town Clerk (as determined by the Town), and the School District shall notify the Town as far in advance as possible of its needed use of the Town Facilities and on what dates and times and for what periods of time.

4. That use by the Town of the School Facilities shall be coordinated with the Secretary to the Business Official, or other member of the school staff designated by the School District to coordinate and facilitate such use (as determined by the School District), and the Town shall notify the School District as far in advance as possible of its needed use of the School Facilities and on what dates and times and for what periods of time.

5. That the Town shall make every attempt to accommodate the needs of the School District in utilizing the Town Facilities with due recognition of the need to keep those facilities available for Town Government programs and use by Town residents and organizations. In the event of a conflict due to an emergency situation or other unforeseen circumstance, the Town shall provide the School District with at least 24 hours notice of the need for cancellation or postponement of the planned activity.

6. That the School District shall make every attempt to accommodate the needs of the Town in utilizing the School Facilities with due recognition of the need to keep those facilities available for School District programs and use by School District staff and students. In the event of a conflict due to an emergency situation or other unforeseen circumstance, the School District shall provide the Town with at least 24 hours notice of the need for cancellation or postponement of the planned activity.

7. That the School District, when utilizing the Town Facilities shall provide Adequate supervision and safety measures for students, teachers, and other school representatives who utilize the Town Facilities. The School District agrees to comply with the Town's policies, rules, regulations and procedures with regard to use of Town facilities, including but not limited to the prohibited use of intoxicating beverages, illegal substances, smoking or other tobacco products on town property at any time.

8. That the Town when utilizing the School Facilities shall provide adequate supervision and safety measures for the residents, employees and representatives of the Town who utilize the School Facilities. The Town agrees to comply with the School District's policies, rules, regulations and procedures with regard to use of School District facilities, including but not limited to the prohibited use of intoxicating beverages, illegal substances, smoking or other tobacco products on school property at any time.

9. The Town shall be responsible for repairing any damage to the School Facilities when used by the Town pursuant to this Agreement, and shall indemnify, and hold harmless, the School District from any damage, claim or liability which may be asserted against the School District as a result of the Town's use of the School Facilities pursuant to this Agreement.

10. The School District shall be responsible for repair of any damage done to the Town Facilities when used by the School District pursuant to this Agreement, and shall indemnify, and hold harmless, the Town from any damage, claim or liability which may be asserted against the Town as a result of the School District's use of the Town Facilities pursuant to this Agreement.

11. That the Town shall name the School District as an additional insured on its liability insurance policy and the School District shall name the Town as an additional insured on its municipal liability insurance policy.

12. That this Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.

13. This Agreement shall be for a term of one (1) year; the term to commence on August 31, 2015 and to end on August 31, 2016.

14. This Agreement may not be assigned by either party.

15. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

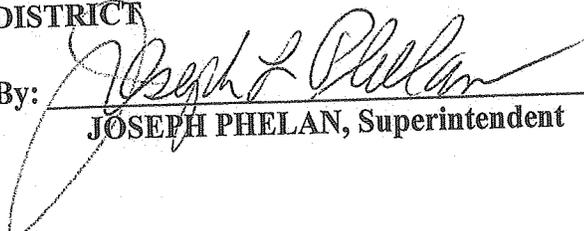
16. That the Supervisor of the Town has executed this Agreement pursuant to Resolution adopted by the Town Board, at a meeting thereof held on the _____ day of _____, 2015 and the Superintendent of the School District has executed this Agreement pursuant to Resolution adopted by the School Board of the Rhinebeck Central School District, at a meeting thereof held on the 28th day of April 2015.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

TOWN OF RHINEBECK

By: _____
ELIZABETH SPINZIA, Town Supervisor

**RHINEBECK CENTRAL SCHOOL
DISTRICT**

By: 
JOSEPH PHELAN, Superintendent

TOWN OF RHINEBECK

RESOLUTION NO. 2015131

EXTENSION OF ROYAL CARTING TRANSFER STATION CONTRACT

WHEREAS, the Town and Royal Carting Service Co. (Royal) are parties to a 2012 agreement under which Royal provides certain rubbish removal services to the Town, including operation of the Town's transfer station; and

WHEREAS, the Town and Royal wish to modify and extend the 2012 Agreement in accordance with the attached "2015 Modification and Extension Agreement;" now, therefore, be it

RESOLVED, that the attached 2015 Modification and Extension Agreement is approved and the Supervisor is authorized to execute the same in substantially the same form as that attached.

2015 MODIFICATION AND EXTENSION AGREEMENT

This 2015 Modification and Extension Agreement entered into this _____ day of _____, 2015, between the **TOWN OF RHINEBECK**, County of Dutchess, State of New York, a municipal corporation hereinafter referred to as the "Town" and **PANICHI HOLDING CORP. d/b/a ROYAL CARTING SERVICE CO.**, a domestic corporation, having its principal place of business at 409 Route 82, P. O. Box 1209, Hopewell Junction, New York, hereinafter referred to as the "Operator", and hereinafter the Town and Operator referred to collectively as the "Parties".

WHEREAS, the Town and the Operator entered into an Agreement dated August 2, 2012 (the "2012 Agreement"), annexed as Exhibit "A", whereby the Operator provides certain rubbish removal services for the Town; and

WHEREAS, the Town and the Operator wish to extend and modify the 2012 Agreement; and

WHEREAS, the Town and Operator desire to enter into a Modification and Extension Agreement.

NOW, THEREFORE, in consideration of the premises and of the covenants, agreements, representations and warranties hereinafter set forth, the Parties do hereby agree as follows:

1. That the 2012 Agreement is hereby extended for a three-year term to commence August 1, 2015 through July 31, 2018, hereinafter the "2015 Renewal Term".
2. That paragraph 2 of the 2012 Agreement is hereby modified to provide

the following:

2. a) First Extension Option. The Town may, at its sole option, extend the term of this Agreement through July 31, 2021 (hereinafter the "First Extension Option") on the terms and conditions set forth herein. Notice of the Town's exercise of its First Extension Option shall be given to the Operator in writing by April 30, 2018.

b) Second Extension Option. The Town may, at its sole option, extend the term of this Agreement through July 31, 2024 (hereinafter the "Second Extension Option") on the terms and conditions set forth herein. Notice of the Town's exercise of its Second Extension Option shall be given to the Operator in writing by April 30, 2024.

c) Third Extension Option. The Town may, at its sole option, extend the term of this Agreement through July 31, 2027 (hereinafter the "Third Extension Option") on the terms and conditions set forth herein. Notice of the Town's exercise of its Third Extension Option shall be given to the Operator in writing by April 30, 2027.

d) It is further understood and agreed that the Town may, in its individual sole discretion, terminate this Agreement at any time during the 2015 Renewal Term or during any Extension Option term hereof, by delivery, by certified mail, return receipt requested, or by personal service, to Operator of a notice of the Town's intention to terminate the exclusive, revocable license effective ninety (90) days after the delivery of said notice. Notwithstanding anything otherwise provided in paragraph 2, Operator may terminate this Agreement by giving prior notice to the Town ninety (90) days prior to July 31, 2018, prior to July 31, 2021, and prior to July 31, 2024. Upon termination or expiration of this Agreement, the Operator shall, at its own cost and expense, immediately remove all of its equipment and vehicles from the licensed premises, and quit and surrender possession thereof to the Town in good order and condition, normal wear and tear excepted.

by giving notice
by giving notice

3. That paragraph 7. e) of the 2012 Agreement is hereby modified to provide the following:

7.(e) The hours of operation shall be:

Winter (October 1 to April 30)

Every Saturday from 9 a.m. to 1 p.m.; and
Every Thursday from 1 p.m. to 4 p.m.;

Summer (May 1 to September 30)

Every Saturday from 7 a.m. to 2 p.m.; and
Every Thursday from 4 p.m. to 7 p.m.

The dates and times of operation shall not be changed without express prior approval of the Town.

4. That paragraph 7. m) of the 2012 Agreement is hereby modified to provide the following:

7. m) That effective upon the 2015 Renewal Term, that is, August 1, 2015, and for any Extension Option term, the Operator and the Town agree to cause Central Hudson billing relating to Meter No. 41093433; current Account No. 5661-2065-00-5 relating to the Licensed Premises located at 376 Stone Church Road, Rhinebeck, New York, to be transferred into the name of the Operator and all statements for service to be sent directly to the Operator's business address set forth above, who shall be solely responsible for remitting full payment on a timely basis for such electric service provided through the specified meter.

5. Notwithstanding anything herein to the contrary, the rates provided for in Exhibit "A" of the 2012 Agreement may be modified for the 2015 Renewal Term and any Extension Option term to reflect the percentage increase in disposal cost only imposed by the Dutchess County Resource Recovery Agency (the "DCRRA") over the rate imposed by the DCRRA for calendar year 2015.

6. Except as provided herein, all other terms and conditions of the 2012 Agreement shall apply and continue in full force and effect during the 2015 Renewal Term and any Extension Option term.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first above written.

TOWN OF RHINEBECK

By:

Elizabeth Spinzia, Town Supervisor

PANICHI HOLDING CORP. d/b/a
ROYAL CARTING SERVICE CO.

By:

Emil Panichi, President

CAUsers\Diane McGrew\Documents\Sharon C\Royal w TOWN of Rhinebeck\2015 MODIFICATION AND EXTENSION AGREEMENT w Gelb changes
4-28-15.wpd

FRANCHISE LICENSE AGREEMENT

**BETWEEN THE TOWN OF RHINEBECK AND
ROYAL CARTING SERVICE CO.**

This Agreement made this 23 day of July, 2012, but effective as of the 1st day of August, 2012, by and between the Town of Rhinebeck, a municipal corporation, having its principal office and place of business at 80 East Market Street, Rhinebeck, New York, 12572 (the "Town") and Panichi Holding Corp. d/b/a Royal Carting Service Co., a New York corporation with an mailing address of PO Box 1209, Hopewell, Junction, New York 12533-1209 and an office at 409 Route 82, Hopewell Junction, NY 12533, (the "Operator").

WITNESSETH:

WHEREAS, the Town of Rhinebeck duly advertised, pursuant to New York General Municipal Law, for the submission of bids for the operation of the Residential Refuse and Recycling Center located at 376 Stone Church Road, in the Town of Rhinebeck, New York; and

WHEREAS, after receipt and review of all submitted bids, the Town of Rhinebeck Town Board, by resolution on May 29, 2012, awarded the bid to the Operator, (Exhibit "A"), subject to the execution of the Franchise License Agreement provided herein.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Town hereby grants to Operator, and Operator hereby accepts from the Town, an exclusive, revocable license to use a portion of the Town's property located at 376 Stone Church Road, Rhinebeck, New York (hereinafter the "Licensed Premises") for the purpose of operating and maintaining a transfer station for the Town of Rhinebeck residents and such non-residents possessing Town issued access permits, and as otherwise provided herein.

2. This Agreement shall be for a period of three (3) years commencing on August 1, 2012, and ending on July 31, 2015, provided, however, that the Town may at its sole option extend the term of this Agreement through July 31, 2017 on the terms and conditions set forth herein. Notice of the Town's exercise of its option to extend shall be given to the Operator in writing by April 30, 2015. It is further understood and agreed that the Town may, in its sole discretion, terminate this Agreement at any time during the term or any extension hereof, by delivery, by certified mail, return receipt requested, or by personal service, to Operator of a notice of the Town's intention to terminate the exclusive, revocable license effective forty-five (45) days after the delivery of said notice. Upon the expiration of said forty-five (45) day period or the expiration of the term of this Agreement, whichever occurs earlier: a) the exclusive, revocable license shall terminate, and b) the Operator shall, at its own cost and expense, immediately remove all of its

equipment and vehicles from the licensed premises, and quit and surrender possession thereof to the Town in good order and condition, normal wear and tear excepted.

3. Operator shall use, occupy, operate, maintain the Licensed Premises and shall further maintain and repair the equipment as set forth in paragraph 7(b) below, so as to, at all times, be in compliance with all applicable United States of America, New York State, County of Dutchess, and Town of Rhinebeck, statutes, ordinances, local laws, codes, rules and regulations and permits.

4. The Town represents and warrants that: (a) the transfer station is registered with the New York State Department of Environmental Conservation (DEC); (b) the registration (Exhibit "B") has a duration at least co-terminus with the three (3) year term of this license agreement and any extension period; (c) the facility will be delivered to Operator free of violations (with any required DEC Notices and approvals completed and obtained) and in a condition that is in compliance with the aforesaid registration and with DEC regulations; it being the Town's responsibility to maintain the required registration and to obtain and renew all approvals and permits as may be necessary for the continuous operation of a DEC registered transfer station; (d) that on the effective date of this Agreement, the Town reasonably believes the Transfer Station and the immediate premises to be free of contamination and hazardous materials (as defined by any federal or state law) and has no notice of any such contamination or hazardous materials on site, and all equipment, compactors, and systems (electrical, plumbing, HVAC, etc.) shall be in good working order and condition; and (e) the Town shall be responsible to maintain the

structural integrity of all buildings, structures, fences, and gates. Prior to signing this Agreement, Operator shall inspect the Licensed Premises and by Operator's execution below, Operator acknowledges and agrees that all equipment, compactors and systems are in good working order and condition as of the date of this Agreement.

5. Operator shall provide to the Town payment on the effective date of this Agreement, a fee for use of the property, for the initial three (3) year term of this Agreement in the sum of One Hundred and 00/100 Dollars United States currency (\$100.00); and an additional \$100.00 in the event the Town elects to extend this Agreement as provided in section 2, above. In exchange for this fee, the Operator shall operate a Transfer Station on the Licensed Premises, for the benefit of Rhinebeck residents and non-resident permit holders, in accordance with this Agreement and the price specifications submitted by Operator pursuant to its competitive bid set forth in "Exhibit A" and incorporated herein. The Operator shall not accept any waste or recyclables from any party who does not have a Town issued valid permit/sticker. The Town shall confer with Operator prior to implementing any increase in such fees beyond the rate existing at the time of this Agreement.

6. The prices set forth in "Exhibit A" are fixed for the term of this Agreement and may not be increased without being subject to the competitive bidding requirements of the General Municipal Law.

7. Operator shall have this Agreement to operate a transfer station at the Licensed Premises and shall include the following terms and conditions:

- a) Operator shall furnish all roll-off containers, vehicles and other collection equipment for recycling and refuse at the Town transfer station sufficient to accommodate receipt and disposal of commingled recyclables, residential household waste, e-waste, appliances, metals, bulk waste, tires, newspapers, office paper, cardboard and other recyclables.
- b) Operator shall be responsible for any repairs and maintenance necessary to keep the two (2) compactors and all collection equipment currently located at the transfer station in good and efficient working order, and shall include repainting as may be necessary from time to time. At the expiration of this Agreement, all Town owned equipment shall be returned to the Town in the same condition as at the commencement of this Agreement, normal wear and tear excepted.
- c) All containers shall be removed from the transfer station within 48-hours after they have been filled to capacity. All putrescible waste collected shall be held in covered containers and Operator shall take

appropriate measures to prevent run-off or leachate on the Licensed Premises and to prevent animal or vector infestation.

d) All vehicles servicing the Licensed Premises shall be equipped with spill kits. Operator shall provide an onsite spill kit and take such other measures to ensure no run-off or leachate on the Licensed Premises.

e) The hours of operation shall be:

January 1 – December 31: Every Saturday from 7 a.m. to 2 p.m.

May 1 – August 31: Every Thursday from 4 p.m. to 7p.m.

The dates and times of operation shall not be changed without express prior approval of the Town.

f) Operator shall at all times provide sufficient staff at the recycling center to meet heavy demands and assist residents with trash disposal if needed. Periodically, the Town may request, and the Operator shall meet with the Town, to reevaluate staffing needs and make adjustments as deemed necessary.

g) All bins shall be secured to prevent trash and litter from blowing around and about the Licensed Premises. Operator shall keep the

Licensed Premises clean in accordance with paragraphs 3, 7(c) and 14 of this Agreement and the pedestrian and driving lanes shall be maintained free of obstruction or hazard.

- h) Within the Transfer Station Building, a designated office area and restroom (the "Transfer Station Office") shall be available for use by the Operator's employees.
- i) Operator shall provide its employees with petty cash in order to make change for the residents and other Town permitted users.
- j) Operator will be provided with access (keys) to the lock to Transfer Station and Transfer Station Office. The gate is to be opened promptly on days of trash disposal and shall be secured at the conclusion of each day of operation. It is understood and agreed that the Town will have access through the transfer station office to areas reserved by the Town, which reserved areas shall include the middle bay and upstairs loft of the transfer station building. The Town shall retain and distribute keys to the Licensed Premises and transfer station building and transfer station office to such Town officials and/or employees it determines. The Operator shall

provide access to the appropriate Fire, Police and Town personnel by providing keys to locks upon request.

- k) No more than ten (10) empty roll-off containers, beyond the number in immediate use to accommodate receiving and disposing of residential household waste, e-waste, metal, appliances, tires, bulk waste, co-mingled recyclables, newspapers, office paper and cardboard, shall be stored at the Licensed Premises. Under absolutely no circumstances shall loaded containers be stored at, or transferred through, the Licensed Premises and further no outside wastes or other materials shall be brought to the Leased Premises, except as expressly provided for herein.
- l) The Operator shall be allowed to park up to two (2) empty roll-off vehicles at the Licensed Premises. Operator covenants and agrees that its vehicle access to the Licensed Premises shall not exceed more than ten (10) trips per day; and that access to the site shall be via Stone Church Road and New York State Route 9.
- m) The Operator shall be responsible for paying to the Town the amount of one hundred and fifteen dollars and 25/100 (\$115.25) per

month for utilities, which may include among other things, the cost of solar panel amortization and electric costs.

- n) The Operator shall maintain complete and accurate records of the disposal facilities utilized for all materials disposed of at the transfer station, which records shall, upon request, be made available to the Town.
- o) The Operator shall have no responsibility to install, or to improve, any security equipment, including but not limited to, fences and gates.
- p) The Operator will plow snow (and sand/salt as required) to allow access to the facility during business hours only. The Operator will have no responsibility to plow the facility on days other than the days of operation; and shall not provide lawn mowing or other landscaping services at the site.
- q) The Operator shall notify the Town and Village of Rhinebeck whenever normal operating schedules are changed for any reason including weather conditions.

- r) The Operator shall post a sign, at its own expense, with the current price schedule and days and times of operation. Said sign shall be of professional quality and shall be made of durable weatherproof material and shall be legible.

- s) The Operator shall report, to the Town Board, at least once annually, and more frequently upon request by the Town, the destinations of all waste collected at the Licensed Premises. Notwithstanding any other provision of this Agreement, Operator shall so report to the Town without further prior notice or request from the Town.

- t) The Operator shall give preference to Rhinebeck residents, regardless of if such resident resides within the Town or Village of Rhinebeck, for all job openings at the Licensed Premises when the Operator, in its discretion, deems all other qualifications of employment to be equal.

- u) The Operator shall provide separate bins in which customers may, but are not required to separate food waste. Operator shall remove all food waste separated into such bins to a Town designated

location on the Leased Premises or a nearby location for disposal of same.

8. Operator shall take out and maintain, at all times, during the term of this Agreement and any extension thereof, such public liability and property damage insurance, naming the Town as an additional insured, that shall protect the Town from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this Agreement, and the amounts of such insurance shall be as follows:

- a) Comprehensive General Liability Insurance naming the Town of Rhinebeck as an additional insured at a combined single limit of at least \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate for bodily injury and property damage. Said insurance shall be occurrence based.
- b) Comprehensive Automobile Liability Insurance, including all owned, non-owned and hired vehicles in the amount of \$1,000,000.00 each occurrence combined single limit.

- c) Umbrella Policy providing at least \$3,000,000.00 excess coverage naming the Town of Rhinebeck as an additional insured. Said insurance shall be occurrence based.

- d) Operator shall, no later than its execution of this Agreement, supply the Town with a Certificate of Insurance (a) naming the Town, as an additional insured, with thirty (30) days written notice of cancellation or material change; (b) endorsing the Operator's policy as primary and non-contributory to the Town and waiving any rights of subrogation; and (c) indicating the Licensed Premises. Such certificate of insurance shall be submitted, approved and available to the Town prior to Operator's commencement of work pursuant to this Agreement. Operator shall maintain in full force and effect, the insurance coverages and endorsements set forth in this paragraph 8, for the entire duration of this Agreement and any extension of the term hereunder.

- e) Proper Certificates of Insurance shall be submitted to:

Town Supervisor	and	Town Clerk
Town Hall		Town Hall
80 East Market Street		80 East Market Street
Rhinebeck, NY 12572		Rhinebeck, NY 12572

f) The insurance company providing coverage must be licensed in the State of New York and rated at least "A-" by Best's Key Rating Guide. Operator shall, simultaneously with submission of its Certificate of Insurance, provide written evidence of its insurance company's rating.

9. Operator agrees to reimburse the Town for any and all damages or injury to any real property or personal property of the Town that may arise directly or indirectly, to the extent caused by the willful, intentional and/or negligent, acts or omissions of Operator, its owners, principals, agents, or employees and assigns.

10. Operator shall defend, indemnify, release and hold harmless the Town, including without limitation, its officers, employees and agents from and against any and all suits, claims, actions, proceedings or causes of action of every name and description brought against the Town arising out of or in connection with the Operator's use of the Licensed Premises or performance of its obligations under this Agreement to the extent

caused by the willful, intentional and/or negligent acts or omissions of Operator, its owners, principals, agents, employees, and assigns.

11. Any and all notices and payments required hereunder shall be addressed to the parties at their respective addresses listed on page one (1) hereof, or to such other address as may hereafter be designated in writing by either party hereto.

12. The exclusive, revocable license granted herein is not a conveyance of real property; nor is it intended to grant or convey to Operator the exclusive use of the land on which the Licensed Premises is located. The license is granted subject to grants, conveyances, easements, and rights-of-way heretofore made to others.

13. This exclusive, revocable license is granted subject to the following rights which the Town hereby expressly reserves: a) to use and enjoy the lands within the boundaries of the Licensed Premises in any manner that does not unreasonably interfere with the rights herein granted to the Operator; b) to grant and convey easements and rights-of-way to others over, across, under, and through the lands within the boundaries of the Licensed Premises.

14. Operator shall, at its own cost and expense, clean the Licensed Premises, as needed, after use by Operator, and shall make any and all necessary repairs for damages it causes, and return the premises to the Town in the condition as delivered to the Operator on the effective date of this Agreement, normal wear-and-tear excepted.

15. The Operator shall not assign this Agreement, or its right, title or interest herein without the express consent of the Town of Rhinebeck. Any permitted assignment shall be upon the same terms and conditions as set forth herein.

16. The Operator shall carry out the terms of this contract directly and shall not engage sub-contractors to perform its obligations under this Agreement.

17. This Agreement shall be construed in accordance with the law of the State of New York, and constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by both parties hereto.

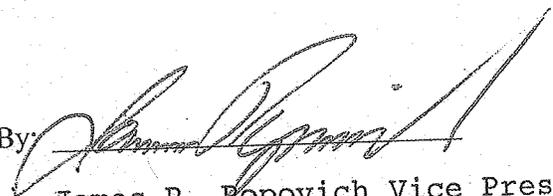
18. The parties understand that the Supreme Court, Dutchess County, New York, shall have exclusive jurisdiction of any disputes arising from this Agreement under New York State Law.

19. In the event of any conflict between the terms of this Agreement and any exhibits attached hereto, the terms of this Agreement shall govern.

TOWN OF RHINEBECK

By: 
Bruce Washburn, ^{Dep} Supervisor

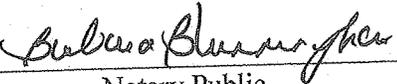
PANICHI HOLDING CORP d/b/a ROYAL
CARTING SERVICE, CO.

By: 
James P. Popovich, Vice President
Print Name Title

STATE OF NEW YORK, COUNTY OF DUTCHESS , SS:

On the 2nd day of Aug, 2012, before me, the undersigned, a notary public in and for said state, personally appeared Bruce Washburn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

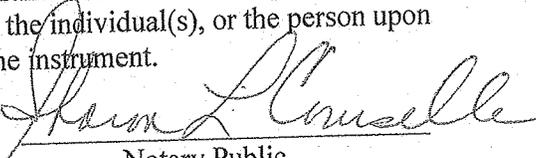
BARBARA B. CUNNINGHAM
Notary Public, State of New York
No. 01CU6007898
Qualified in Dutchess County
Commission Expires May 28, 2014


Notary Public

STATE OF NEW YORK, COUNTY OF DUTCHESS , SS:

On the 31 day of July, 2012, before me, the undersigned, a notary public in and for said state, personally appeared James P. Popovich, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SHARON L. COURSELLE
Notary Public, State of New York
Qualified in Dutchess County
Reg. No. 01CO4517537
Commission Expires Aug. 31, 2014


Notary Public

C:\Users\courselles\Documents\Sharon C\rhinebeck, Town of\FRANCHISE AGREEMENT (gl) 7-12.wpd

Exhibit A

TOWN OF RHINEBECK

RESOLUTION NO. 2015132

“OLD CEMETERY” GREENSCAPE PLAN PHASE 1

WHEREAS, the Town accepted conveyance of cemetery premises (“Cemetery”) and transfer of assets from Rhinebeck Cemetery Association pursuant to Section 1506(j) of the Not-for-Profit Corporation Law of the State of New York on May 30, 2002; and

WHEREAS, the Town has operated the Cemetery since that date; and

WHEREAS, a proposal to implement Phase 1 of the “Old Cemetery” Greenscape Plan (“Plan”) was brought to the Town by the Town Cemetery Committee (“Committee”), which is under the Town of Rhinebeck’s jurisdiction and includes the Rhinebeck Cemetery on Route 9 and Mill Road, Kirchehoek Cemetery (Wey’s Crossing) on Route 9; and Kerk Hof Cemetery in Rhinecliff; and

WHEREAS, the Committee has found that while trees were once critical components of the rural cemetery style, there has been little organized effort over the years to maintain or improve the tree canopy; and

WHEREAS, trees and other ornamental plantings were vital to the original vision of the cemetery; and

WHEREAS, Phase 1 of the Plan addresses Sections D, F and A of the cemetery; and

WHEREAS, in conjunction with the cemetery caretaker, a subcommittee of the Town of Rhinebeck Cemetery Committee walked the old cemetery for possible tree locations for the development of Phase 1, and notifications have been made on a 1921 survey map of the “Old Cemetery”; and

WHEREAS, a list of trees and shrubs was presented to the Town Board on March 23, 2015; now, therefore, be it

RESOLVED, that Board approves Phase 1 of the “Old Cemetery” Greenscape Plan.

NYS Department of State
Community Projects Appropriation Contract
Contract Amendment – Program Work Plan

NARRATIVE

The Town's Rhinecliff Landing (waterfront) is open to the public for free. The waterfront offers boat access, scenic views, fishing and a picnic area, among other things. Since waterfront improvement was part of the original grant application and after recommendations from the Rhinecliff Waterfront Committee, the Town Board agreed that destination signage and steel piling separating the land from the river at the waterfront is in consonance with the intent of the original grant.

There is a need for waterfront destination signage, as visitors to the Town of Rhinebeck do not necessarily know where the waterfront is located, and there is currently no signage indicating where the waterfront is located. There is also a need to repair the steel piling at the waterfront, which requires replacing lumber. The Rhinebeck waterfront landing on the Hudson has a steel piling separating the land from the river. On the land side of the piling is beautiful grassy area which offers a panoramic view of the river. The top of the steel piling is ringed by a cap made out of lumber. Part of this cap has deteriorated over time and has been damaged by coast guard and other vessels tying up next to the steel pilings. It is proposed that the remainder of the grant will be used to purchase lumber for the Town's maintenance department to replace the damaged and worn portions of the wooden cap on the steel piling. This will restore this beautiful grassy area from which the public can view the river to the north, south and across to the lighthouse on the river at Kingston.

NYS Department of State
Community Projects Appropriation Contract
Budget Amendment Justification

B. Reason for changes

The funding provided to satisfy the original intent of the grant (bulkhead funders for waterfront/dock restoration and 12 seat passenger van for senior transportation program) has been expended and there is a remaining balance of \$2,227.02. Since waterfront improvement was part of the original grant application and after recommendations from the Rhinecliff Waterfront Committee, the Town Board agreed that destination signage and steel piling separating the land from the river at the Rhinecliff Landing (waterfront) is in consonance with the intent of the original grant. There is a need for signage and repair of deteriorating lumber, as the waterfront is a valuable asset and destination point for Town residents and visitors.

HIC PAGE & SONS POUGH
 360 MANCHESTER ROAD
 POUGHKEEPSIE, NY 12603

PHONE: (845) 452-7130
 All clearance sales are final, no refunds
 store credit or returns

CUSTOMER NO: 99991 JOB NO: 000 PURCHASE ORDER: REFERENCE: NET 10TH CLERK: SJC DATE/TIME: 4/9/15 10:13 TERMINAL: 616

SHIP TO: TOWN OF RHINEBECK
 ATTN: BOB FITZPATRICK
 FAX 845-876-5885

SOLD TO: CASH 845-656-2031

SALESPERSON: TAX: DP1 POUGHKEEPSIE CASH/ACC

ESTIMATE: 637788

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE	PER	EXTENSION
	1	EA	SP001637788001	12"X16"-16' PT #2 SYP GROUND CONTACT ROUGH SURFACE (NOT DRESSED)		1	548.72	/EA	548.72
	6	EA	SP001637788004	12"X16"-18' PT #2 SYP GROUND CONTACT ROUGH SURFACE (NOT DRESSED)		6	617.38	/EA	3,704.28
	28	PC	21016T	2X10-16 #1 TREATED LUMBER	YROW3	28	21,306	/PC	596.57
							TAXABLE		4849.57
							NON-TAXABLE		0.00
							SUB-TOTAL		5243.60
							TAX AMOUNT		394.03
							TOTAL AMOUNT		5637.63

X
 Received By: _____

**DESCRIPTION OF DAMAGE AT THE RHINECLIFF BOAT LANDING
BY U.S. COAST GUARD CUTTER**

On January 27, 2015, the U.S. Coast Guard cutter, Thunder Bay, struck the Rhinecliff Boat Landing, North Sea Wall. Contact with the cutter damaged approximately 106' of the wooden top of the sea wall. The sea wall is made up of 12" X 16" beams (treated lumber) with 2" X 10"s and 1" X 10"s covering top and sides.

Beams are bolted to pieces or sections of steel angle iron, which are welded to steel on sea wall.

PRELIMINARY COST ESTIMATES FOR REPAIRS TO RHINECLIFF SEA WALL

Treated lumber	\$4849.57 (lowest quote-Page Lumber)
Hardware	\$750 (Bobby's estimate)
Backhoe	\$800/day; \$4000/week (all 3 quotes w/i \$8.00 of each other)
Welding (on site)	\$600/day, plus charge for materials-\$547.65; & travel time of 1 ½ hrs - (lowest quote-Haas Welding) \$112.50

PROCUREMENT GUIDELINES

- Projects costing over \$10000, but less than \$20000, require an RFP and written quotes from 3 vendors.
- Per town attorney, projects under \$35,000 don't have to be put out to public bid
- Obtained prevailing wage information and PRC # for welding job
- Decision pending on whether backhoe work will be hired out or covered by hwy dept.; if outside hire, we must use prevailing wage guidelines and apply for PRC #
- see attached sheet for notes on prevailing wages for the self-employed

Notes on Paying Prevailing Wage for Self-Employed April 2015

If dba – incorporated or LLC – please provide documentation

**Otherwise, business/billing letterhead with owner's name and tax ID #,
should be sufficient**

Self-employed owner must use certified payroll, give us the original version, and
keep copy for own records**

****Certified payroll can be hand-written, but must include basic payroll
information, tax ID #, and contact information**

**On certified payroll, self-employed owner must list hours worked, but does not need
to note own payroll**

**However, if self-employed owner has any paid help, even part time, those hours and
wages must be noted on certified payroll**

**Information based on two conversations with DOL over past couple of years and
information from the Bureau of Public Work FAQ website, Article 8, section 220,
NYS Labor Law.**