

Town of Rhinebeck
Special Board Meeting
Agenda
June 3, 2015 4:30 pm

Draft 6/3/2015 11:58:09 AM

A. Call to Order

B. Pledge of Allegiance

C. Resolutions

1. Resolution 2015131 Extension of Royal Carting Transfer Station Contract
2. Resolution 2015140 Acceptance of Bid for Removal and Disposal of Asbestos in the Town Hall Boiler/Utility Room
3. Resolution 2015146 Repair of Rhinecliff Landing Dock Bulkhead
4. Resolution 2015147 2015-16 Dutchess County Municipal Consolidation and Shared Services Grant Program Application for the Evaluation of Consolidating Highway and Maintenance Services with the Village of Rhinebeck
5. Resolution 2015148 Manual Check to Green Burial Council for Application
6. Resolution 2015149 Cemetery Capital Expense for Natural Cemetery Markers
7. Resolution 2015150 Recreation Concession Stand Contract

D. Discussion

1. Ferry Service

E. Adjournment

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.

Tabled on May 11, 2015 by unanimous voice vote (Washburn motion, Scherr second)

Tabled on May 26, 2015 by unanimous voice vote (Spinzia motion, Gelb second)

2015 MODIFICATION AND EXTENSION AGREEMENT

This 2015 Modification and Extension Agreement entered into this 3rd day of June, 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 (i) giving prior notice to the Town ninety (90) days prior to July 31, 2018; (ii) giving prior notice to the Town ninety (90) days prior to July 31, 2021; or (iii) giving prior notice to the Town ninety (90) days 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.

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") for those items disposed of by Operator at the DCRRA over the rate imposed by the DCRRA for calendar year 2015. Decreases in disposal cost imposed by DCRRA for those items which are disposed of at the DCRRA shall be reflected in the rates provided for in schedule "A". The changes in rates referred to in this paragraph 5

shall not take effect until prior notice thereof is provided by Operator to the Town thirty (30) days in advance of the change. All other prices in schedule "A", except as herein provided, may not be increased without the written approval of the Town Board.

6. Paragraph 6. of the 2012 Agreement is hereby deleted.

7. Notwithstanding the fact the 2012 agreement was titled "Franchise License Agreement", the parties agree that the 2012 agreement, as modified and extended herein, is a license agreement. 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

TOWN OF RHINEBECK

RESOLUTION NO. 2015140

**ACCEPTANCE OF BID FOR REMOVAL AND DISPOSAL OF ASBESTOS IN THE
TOWN HALL BOILER/UTILITY ROOM**

WHEREAS, on May 12, 2015 the Town solicited bids for the removal and disposal of asbestos in the Town Hall Boiler/Utility Room; and

WHEREAS, the below list summarizes the bids received by the deadline of 12:00 pm May 26, 2015:

Bidder	Work	Permit	Total
NSC Asbestos	\$27,300	\$200	\$27,500
Suburban	\$17,768	\$4000 (insurance)	\$21,768
Jupiter	\$52,000	--	\$52,000
ACA Environmental	\$24,635	\$200	\$24,835
BSB	\$36,414	\$750	\$36,414

; and

WHEREAS, Suburban is the lowest bidder; and

WHEREAS, the removal and disposal of asbestos in the Town Hall Boiler/Utility Room is a Type II action pursuant to 6 NYCRR part 617.5 and is not subject to SEQRA review; now, therefore, be it

RESOLVED, that the Supervisor is authorized to enter into a contract with Suburban, and in substantially the same form as that attached hereto.

Tabled on the floor May 26, 2015 by unanimous voice vote

AGREEMENT

ASBESTOS REMOVAL PROJECT

This AGREEMENT ("Agreement"), dated as of the 3rd day of June, 2015, between the TOWN OF RHINEBECK, a municipal corporation located at 80 East Market Street, Rhinebeck, NY, 12572, hereinafter referred to as "Town", and SUBURBAN RESTORATION CO., INC., having an office for the conduct of business at 5-10 Banta Place, Fair Lawn, NJ 07410 and a mailing address at P.O. Box 28, Hawthorne, NJ 07507-0028, hereinafter referred to as "Abatement Contractor."

WITNESSETH:

WHEREAS, the Town of Rhinebeck needs to replace the furnace in its Town Hall at 80 East Market Street, Rhinebeck, NY, 12572; and

WHEREAS, the furnace as well as the surrounding pipes in the boiler/utility room contain asbestos;

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. SCOPE OF SERVICES.

a. The Abatement Contractor shall render the services described in the Contract Scope of Services attached hereto and made a part hereof as Exhibit B (hereinafter referred to as the "Scope of Services").

Section 2. ABATEMENT CONTRACTOR QUALIFICATIONS; REPRESENTATIONS; NO CONFLICTS.

a. The Abatement Contractor represents and covenants that (i) it is experienced in performing professional work of the types contemplated by the Scope of Services; (ii) at all times during the term of this Agreement the persons assigned to perform services have and will have the experience, knowledge, and licenses necessary to perform the services described herein; (iii) the Abatement Contractor is fully qualified and capable to perform the Scope of Services, with capability to perform the Scope of Services and timely deliver the work products as required by this Agreement, (iv) the Abatement Contractor will procure and maintain all licenses and permits necessary to perform the work described in this Agreement, other than those that have been obtained by the company which prepared the asbestos removal plan, and (v) the Abatement Contractor will comply with the provisions of the Labor Law and all State laws and Federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement.

b. The Abatement Contractor has examined the site and is knowledgeable of the conditions affecting the work to be done.

c. Unless otherwise authorized in writing in advance by the Town, no subcontractors shall be used to perform the Scope of Services.

d. The Abatement Contractor represents and warrants that (i) the Abatement Contractor has all requisite power and authority to execute, deliver and perform this Agreement; (ii) this Agreement has been duly authorized by all necessary action on the part of the Abatement Contractor and has been duly executed and delivered by the Abatement Contractor and, assuming due execution and delivery by the Town, constitutes a legal, valid, binding and enforceable obligation of the Abatement Contractor; and (iii) the execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation of or default under the organization documents, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which the Abatement Contractor is bound, or to the knowledge of the Abatement Contractor, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Abatement Contractor or any of its activities or properties.

e. The Abatement Contractor represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Abatement Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of this Agreement. The Abatement Contractor further represents and warrants that neither it nor any of its directors, officers, members, partners, associates or employees, has any interest, nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services. In the event of breach of this provision, the Town shall have the option to annul this Agreement without liability, or deduct from the Agreement consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage fee, gift or other consideration. Such remedies shall be in addition to and not in limitation of any other remedies available at law or in equity.

Section 3. TERM AND COMPLETION SCHEDULE. The Scope of Services shall commence upon the delivery by the Town of a notice to commence work under this Agreement (the "Commencement Date") and shall be completed within the periods set forth at **Exhibit D**. The Scope of Services shall be completed within the period specified at **Exhibit D** except as extended by the Town in writing upon reasonable cause beyond the control of the Abatement Contractor. Any extension granted shall be for work and payment purposes only and shall not result in any additional Fees and Expenses other than those agreed to herein.

Section 4. STANDARD CLAUSES. This Agreement is subject to the terms attached hereto as **Exhibit A** through **Exhibit F** and incorporated herein as though fully set forth.

Section 5. REPRESENTATIONS AND WARRANTIES.

a. Abatement Contractor warrants that it will remove the asbestos in the boiler/utility room ("Boiler Room"), including in the furnace, in the Rhinebeck Town Hall so that a furnace/heating contractor can work free from asbestos in the Boiler Room to remove the existing boiler and piping and install a new boiler and piping in that room.

b. In removing the asbestos, Abatement Contractor will follow the Contract Scope of Services set forth in **Exhibit B**.

c. Abatement Contractor warrants that it will insure that no asbestos fibers are released outside the Boiler/Utility Room and, if there are asbestos fibers outside the Boiler/Utility Room resulting from the asbestos removal work in the Boiler/Utility Room, Abatement Contractor will cease the asbestos removal work until such time as the asbestos removal in the Boiler/Utility Room does not result in asbestos fibers outside the Boiler/Utility Room or will immediately inform the Town employees to leave their work stations until such time as there are no asbestos fibers in their work areas.

Section 6. FEES AND EXPENSES.

a. As compensation for the Services performed pursuant to this Agreement, including all expenses, the Town shall pay the Abatement Contractor compensation as set forth at **Exhibit C** ("Fees and Expenses").

b. Upon request, the Abatement Contractor shall provide the Town with detailed documentation substantiating all charges. This documentation shall be maintained by the Abatement Contractor for a period of six years after the completion of the matter. During that period, the Town shall have the right to audit the Abatement Contractor's charges.

Section 7. PAYMENT.

a. Work within the Scope of Services shall be billed for work satisfactorily completed and shall be paid as specified in **Exhibit C**.

b. Invoices shall be submitted to the Town at 80 East Market Street, Rhinebeck, NY, 12572 to the attention of the Town Business Office. At the Town's request, the Abatement Contractor shall submit the invoice on a form provided by the Town.

c. The acceptance by the Abatement Contractor of payment under this Agreement shall operate as and be a release to the Town from all claims and liability to the Abatement Contractor, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Abatement Contractor under or in connection with the work for which payment is made. Final Payment shall operate as and be a release to the Town from all claims and liability to the Abatement Contractor, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the Abatement Contractor under or in connection with this Agreement or for any part thereof.

Section 8. OWNERSHIP OF DOCUMENTS.

All documents, reports, and other materials prepared for or relating to the services provided hereunder shall be at all times the sole and exclusive property of the Town being prepared by Abatement Contractor as works for hire, and shall be treated as confidential by the Abatement Contractor except as expressly authorized by the Town. All work product created in connection with this Agreement, including working papers, data, maps, drafts, and other information in whatever form shall at all times be and remain the property of the Town.

Section 9. INDEPENDENT STATUS; TAXES.

a. The Abatement Contractor and its employees and agents are independent contractors and not employees of the Town. In accordance with their status as independent contractors, the Abatement Contractor covenants and agrees that neither the Abatement Contractor nor its employees or agents will hold themselves out as, nor claim to be, officers or employees of the Town.

b. Nothing in this Agreement shall impose any liability or duty on the Town for the acts, omissions, liabilities or obligations of the Abatement Contractor, or any person, firm, company, agency, association, expert, independent contractor, specialist, trainee, employee, servant, or agent of the Abatement Contractor for the payment of taxes of any nature including but not limited to sales tax, unemployment insurance, workman's compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.

Section 10. INSURANCE.

a. The Abatement Contractor shall at all times maintain in force during the term of this Agreement, and shall provide evidence satisfactory to Town, of the following policies of insurance as set forth on **Exhibit E**.

Section 11. INDEMNIFICATION. The Abatement Contractor shall defend and indemnify the Town and its officials, employees and agents (the "Indemnified Parties"), and save the Indemnified Parties harmless from any liability, damage, claims, demands, costs or loss (including reasonable attorneys' fees and costs) arising directly and indirectly out of (a) breach of this Agreement, (b) the Abatement Contractor's, or its officers', employees', agents', contractors', or subcontractors' negligent acts, omissions, or violation of statutory duty or regulations, including without limitation negligent performance of services under this Agreement, or (c) violations of the regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law by Abatement Contractor or its officers, employees, agents, contractors, subcontractors or anyone for whose acts or omissions Abatement Contractor may be liable. Such indemnity may not be limited by reason or enumeration of any insurance coverage required, including workers' compensation or other employee benefit acts. Negligent performance of services, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon Abatement Contractor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

Section 12. RIGHT TO AUDIT AND TO RECORDS.

a. The Abatement Contractor shall maintain accurate and complete records detailing the back-up documentation required by this Agreement, and shall maintain such documents for a period of six years from document generation and shall allow the Town access thereto for inspection and photocopying at all reasonable times.

b. All receipts and disbursements are subject to audit by the Town, and the Abatement Contractor agrees to cooperate with any audit of this Agreement undertaken by the Town or any entity with jurisdiction to audit the Town, including without limitation any granting agency.

Section 13. COMPLIANCE WITH LAW AND STANDARDS. The Abatement Contractor shall comply with all Federal, State and local laws, rules, regulations and recognized standards applicable to performing the services herein, including but not limited to 12 NYCRR Part 56, prevailing wage laws, the Construction Industry Fair Play Act, and New York Labor Law §220.

Section 14. DEFAULTS AND REMEDIES.

a. If either party defaults in the observance or performance of any term of this Agreement, and such default continues for more than three (3) days after written notice of such default is received by the defaulting party from the non-defaulting party, such non-defaulting party may take any action available at law or in equity to enforce the terms of this Agreement, and may suspend work or terminate this Agreement upon two (2) days written notice to the defaulting party. If the default is not capable of being cured within three (3) days and the defaulting party has commenced cure within three (3) days and is diligently pursuing efforts to cure, such three (3) day period shall be extended for four (4) additional days.

b. If either party is required to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. No remedy herein conferred upon or reserved to the Town is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

c. No delay or omission in exercising any remedy shall impair any such remedy or be construed to be a waiver thereof. It shall not be necessary to give any notice other than as expressly required under this Agreement. In the event any provision contained in this Agreement should be breached and thereafter duly waived in writing by the party or parties so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing. Any waiver, amendment, release or modification must be specifically set forth in writing by the party agreeing to such waiver, amendment, release or modification.

Section 15. EARLY TERMINATION. The Town shall have the right to postpone, suspend, abandon or terminate this Agreement with or without cause, and such action shall in no event be deemed a breach of contract. Upon termination by the Town without cause under this section, the Abatement Contractor shall be entitled to compensation for acceptable completed services performed through the date of postponement, suspension, abandonment or termination, such services to be verified by audit. In the event that this Agreement is terminated by the Town for any reason, then within ten days after such termination, the Abatement Contractor shall make available to the Town all records, documents and data pertaining to services rendered under this Agreement.

Section 16. SURVIVAL. Notwithstanding anything otherwise provided in this Agreement, including the exhibits to this Agreement and the attachments to the Solicitation For Bids, this Agreement shall survive until sixty (60) days after completion of the abatement of asbestos in the Boiler/Utility Room of the Town Hall and thereafter the following provisions shall survive indefinitely unless otherwise provided: sections 5, 8, 9, 11,12, 13, 16, 17, 18, 20, 21 and 24; Exhibit A sections 8, 9, 10, 11, 12, 15; and Exhibit A-1, sections 1, 3 and 5. All rights and obligations which accrue during the term of this Agreement shall survive until satisfied.

Section 17. NOTICES. Unless otherwise specified, all notices required or permitted for herein shall be in writing and sent by U.S. mail, postage prepaid, or by hand, by overnight courier, or by telecopy confirmed by any of the previous methods, addressed to the parties as indicated below or to such addresses as they may designate in writing from time to time:

To the Abatement Contractor at:

Roman Markovic, PMSO/COO
Suburban Restoration Co., Inc.
5-10 Banta Place
Fair Lawn, NJ 07410

With a copy to:

Roman Markovic, PMSO/COO
Suburban Restoration Co., Inc.
P.O. Box 28
Hawthorne, NJ 07507-0028

To the Town at:

Elizabeth Spinzia, Supervisor
Town of Rhinebeck
80 East Market Street
Rhinebeck, NY 12572

With a copy to:

Joseph Gelb
Town Council Member
80 East Market Street
Rhinebeck, NY 12572

Section 18. SEVERABILITY. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 19. AGREEMENT IS A LEGALLY BINDING CONTRACT. Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and

constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

Section 20. NO THIRD PARTY BENEFICIARY. Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

Section 21. NO RECOURSE. All covenants, stipulations, promises, agreements and obligations of the Town contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Town, and not of any member, director, officer, employee or agent of the Town in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the Town.

Section 22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

Section 23. ENTIRE AGREEMENT; GOVERNING LAW AND JURISDICTION; AMENDMENT. This Agreement, including the Exhibits and Attachments hereto, contains the entire understanding between the parties with respect to the subject matter herein and supersedes any prior agreements or understandings, either oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York. This Agreement may not be amended, changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

Section 24. EXHIBITS AND ATTACHMENTS. All exhibits to this Agreement and Attachments to the Solicitation for Bids in connection with this Agreement are incorporated in this Agreement as though fully set forth.

Section 25. HEADINGS. The headings herein are solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 26. SOLICITATION FOR BIDS AND RESPONSE. The solicitation for bids and response of Abatement Contractor to the Town's solicitation for bids are incorporated in this Agreement as **Exhibit F** as though fully set forth. In the event of any inconsistency between this Agreement and the solicitation for bids, this Agreement shall control.

[Remainder of page intentionally left blank.]

**Execution Page for
AGREEMENT
ASBESTOS REMOVAL PROJECT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

TOWN OF RHINEBECK

Signature: _____

By: Elizabeth Spinzia, Supervisor

SUBURBAN RESTORATION CO., INC.

Signature: _____

By: Roman Markovic, PMSO/COO

This Agreement consists of the Agreement (8 pages including this execution page), together with the following:

EXHIBIT A	STANDARD CLAUSES FOR ALL TOWN CONTRACTS
EXHIBIT A-1	SPECIAL CLAUSES FOR THIS AGREEMENT
EXHIBIT B	CONTRACT SCOPE OF SERVICES
EXHIBIT C	FEES AND EXPENSES
EXHIBIT D	START AND COMPLETION DEADLINES
EXHIBIT E	INSURANCE REQUIREMENTS FOR TOWN OF RHINEBECK
EXHIBIT F	SOLICITATION FOR BIDS RESPONSE

TOWN OF RHINEBECK

RESOLUTION NO. 2015146

REPAIR OF RHINECLIFF LANDING DOCK BULKHEAD

WHEREAS, the Town believes a Coast Guard vessel damaged the bulkhead at the Rhinecliff landing on or about January 27, 2015; and

WHEREAS, the Town estimates that the cost of repairs are approximately \$11,575; and

WHEREAS, the Town has notified the Coast Guard of the damage caused by its vessel and is preparing a claim to be submitted to the Coast Guard; and

WHEREAS, the damage should be repaired this Summer; now, therefore, be it

RESOLVED, that the Town should make the repairs as per the attached estimate, including possibly using the Highway Department for the backhoe work; and, be it further

RESOLVED, that to the extent there are funds in the Rhinecliff Dock Improvements capital account use those funds to pay for the repairs to the bulkhead; and, be it further

RESOLVED, that to the extent there are insufficient funds in the Rhinecliff Dock Improvements capital account, transfer funds from the Hutton Street capital account to the Rhinecliff Dock Improvements capital account for the bulkhead repairs.

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.

COST ESTIMATES FOR REPAIRS TO RHINECLIFF SEA WALL

May 28, 2015

Treated lumber \$4849.57 (Page Lumber, Poughkeepsie, NY- lowest quote)
\$5235.88 (2nd quote - Williams Lumber, Rhinebeck, NY)

Hardware \$750 (over-all estimate by project supervisor, Bobby Fitzpatrick,
Supervisor of Buildings & Grounds, Town of Rhinebeck)

Backhoe Work \$4000 for one week (all 3 quotes w/i \$8.00 of each other-
Jeff Decker, McGuire Construction & LeGrand Excavating-
all based in Rhinebeck, NY)

Welding \$1200 for two days, plus charge for materials-\$547.65; & travel time
of 1 ½ hrs - \$112.50 X 2 days (Haas Welding, Amenia, NY -
lowest quote)
\$680/day, plus charge for materials-\$639.60 (2nd quote-Rote Welding,
Saugerties, NY)

ESTIMATE TOTAL - \$11,572.22

*being this info being is
Bobby Joe
investigating requested officer
to x C.G. PLS review of ASN
let me know if
send. (12)*

TOWN OF RHINEBECK

RESOLUTION NO. 2015147

2015-16 DUTCHESS COUNTY MUNICIPAL CONSOLIDATION AND SHARED SERVICES GRANT PROGRAM APPLICATION FOR THE EVALUATION OF CONSOLIDATING HIGHWAY AND MAINTENANCE SERVICES WITH THE VILLAGE OF RHINEBECK

WHEREAS, the Dutchess County Department of Planning and Developing is accepting applications for funding under the Municipal Consolidation and Shared Services Grant Program to incentivize municipal projects that result in the dissolution of a layer of government, consolidation of services, shared services, regional delivery of services, other efficiency improvements, or municipal consolidation planning and/or implementation. The result must be a smaller, smarter government service or project that yields savings for taxpayers; and

WHEREAS, the Town of Rhinebeck and the Village of Rhinebeck have agreed to partner on an evaluation of highway and maintenance services in order to pursue opportunities for shared services, service configuration options and/or consolidation in order to enhance highway and maintenance services and yield savings for taxpayers; and

WHEREAS, the Town of Rhinebeck is in support of applying for a Dutchess County Municipal Consolidation and Shared Services Grant as lead agent in an amount not to exceed \$45,000; and

WHEREAS, there are no cost-sharing requirements for this grant program; now, therefore, be it

RESOLVED, that the Supervisor of the Town of Rhinebeck is hereby authorized and directed to file of an application for the Dutchess County Municipal Consolidation and Shared Services Grant Program, and upon approval of said request to act on behalf of the Town of Rhinebeck as lead agent in all matters related to this financial assistance.

2015-2016

MUNICIPAL CONSOLIDATION & SHARED SERVICES GRANTS



Project Title:	Consolidation of Rhinebeck Highway and Maintenance Departments		
Lead Applicant:	Town of Rhinebeck		
Street Address:	80 East Market Street		
City:	Rhinebeck	State:	NY Zip: 12572
Contact Person:	Bruce Washburn	Contact Title:	Councilman
Contact's Phone:	(845) 453-9584	Contact's Fax:	(845) 876-5885
Contact's Email:	Bruce353@aol.com		
Project Type:	<input type="radio"/> Implementation <input checked="" type="radio"/> Evaluation		
Category:	<input type="radio"/> Dissolution of a Layer of Government <input checked="" type="radio"/> Consolidation of Services <input type="radio"/> Shared Services <input type="radio"/> Regional Delivery of Services <input type="radio"/> Other Efficiency Improvements <input type="radio"/> Municipal Consolidation Planning and/or Implementation		
# of Co-Applicants	2	Priority (if submitting more than one application, please note 1, 2, 3 etc.)	1
Funding Requested:	\$45,000		
Projected Savings:	\$300,000		

SUBMISSION CERTIFICATION: I hereby certify that all the information stated herein is true and accurate; I have read and understand the program guidelines; and I am authorized to submit this application on behalf of the municipality.

Check for Certification:

A. Program Overview - Provide a brief and specific overview of the project, as well as a description of how the project will increase efficiency and/or eliminate redundant activities (1,500 character limit).

Rhinebeck contains a town and a village government. Each government maintains its own highway/street department supported by personnel, equipment facilities and unions. Maintenance staff are included in the bargaining units.

Analysis indicated that there is a set of 135 NYS towns that are comparable to Rhinebeck on a lane miles basis (+/- 10%). One subset contains 70 towns that do not contain villages and the other subset contains 65 towns that have villages. From 2009 to 2014, the "towns with villages" subset tended to cost more per lane mile than the "town only" subset. Considering operating costs (contractual and labor), Rhinebeck (town and village) cost \$851,124 more than the median of the "town only" subset in 2009, and \$1,027,682 in 2014. N.B. - capital and debt are not included in these numbers.

This project will develop a road map to optimize delivery of highway/maintenance/cemetery services while reducing tax payer burden. The evaluation will identify areas to improve efficiency and ways to institutionalize the measurement of efficiency. The program will specify optimized operating costs per core task, asset life expectancies, and plans/controls leading to reductions in purchases of redundant equipment, maintenance and storage, administrative costs, personnel training, and material and fuel purchases. If the road map and criteria prove to be viable and practical, then the initial steps of implementation will take place within the scope of this project.

B. Equipment Purchases - If your project requires the purchase of equipment, please provide the following (1,500 character limit):

- a. Information on current/past usage of equipment. If work was conducted by outside vendors please detail the number of times they were contracted and costs for those services by year.
- b. Detail the expected usage by each municipality involved.
- c. If the equipment is to be shared between municipalities, how will maintenance and scheduling (sharing) of the equipment be coordinated?

N/A

C. Program Evaluation Describe how you will measure the outcomes of the program and its successfulness

Outcome Statement	Target/Measure *	Instruments/Tools
<p>List benefits to be achieved through the project, i.e. cost savings, redundant services/equipment eliminated.</p> <p>Increased pavement life due to execution of a rolling 5 year preventative maintenance plan. This translates to savings of capital costs.</p>	<p>What are the expected savings or reductions that should be achieved through the project?</p> <p>20% increase in life of pavement before total resurfacing or reconstruction is required.</p>	<p>Who will collect data and how will it be collected?</p> <p>Road/street personnel will visually assess pavement condition of all thoroughfares and record conditions in a common database. A generally accepted metric (such as PCI) will be used to track effectiveness against plan. Differences between normal expectancy and actual experience will be justified to drive further improvements.</p>
<p>Increased equipment life due to execution of annual preventative maintenance plan. This translates to savings of capital costs.</p>	<p>20% increase in life of asset before major rehabilitation or replacement is required.</p>	<p>Road/street/maintenance personnel will record repair/maintenance records and condition assessment for each piece of equipment in a common database. Utilization/Cost will be used to quantify financial impact. Differences between normal expectancy and actual experience will be justified to drive further improvements.</p>
<p>Improved accountability due to a comprehensive task menu. This translates to savings of operating costs.</p>	<p>10% reduction in operating costs derived from planned productivity.</p>	<p>Road/street/maintenance personnel will develop and maintain total cost per task menus. Each task will have an expectation for equipment, contractors, facilities, labor, materials, skills, support and contingency per unit of work. DOT/OSHA/PESH standards, county/local/state bids and crew mix alternatives will be included. The menu will be recorded in a common database and updated with actual task experience to drive further improvements.</p>
<p>Sustained services due to mutually agreed upon rolling 36 month work plan.</p>	<p>10% reduction in operating costs and 10% reduction in capital costs derived from pooled resources.</p>	<p>Road/street/maintenance personnel will develop and maintain an evolving work plan that relies on pooled resources. The scope of the plan includes all known road/street tasks for the next 36 months and event driven contingencies such as snow removal or downed tree clearing. This plan integrates maintenance plans and tasks menus into a common calendar.</p>
<p>Contained costs due to alignment of revenues with justified and quantified work.</p>	<p>Savings less justified increases will be applied to capital funds for specific projects and/or specific purchases. The initial target of first year savings is \$300,000.</p>	<p>Governing boards will develop and manage budgets based on specific planned expenses for the upcoming fiscal year. The inside village/outside village mix of expenses will vary from year to year based on the planned work to be done and equipment to be purchased.</p>

**If this column is not completed, program will not be considered for funding.*

D. Timeline - Please detail the timeline/work plan which you will use to institute the program.

Task	Projected Completion Date
Joint town and village public workshop to refine project objectives; appoint municipal participants to team; identify the mix of citizen participants for team; authorize consultant RFPs. Use Red Hook project as a guide to begin data collection.	October EOM
Joint town and village public workshop to interview and appoint citizen participants; interview and appoint consultant; further refine project objectives. Team summary and presentation of data collected to date.	November EOM
Consultant research of town/village highway/street/maintenance/cemetery departments as well as shared services functions (payroll, accounting, insurance, etc.). Team inventory and condition assessment of equipment, facilities, streets/roads/peripherals, tools and vehicles.	December EOM
Consultant and team prepare and present existing conditions report at joint public workshop.	January EOM
Consultant and team present a summary of the Strengths, Weaknesses, Opportunities and Threats (SWOT) and Hopes & Concerns exercises completed during Committee meetings, department interviews and Public Meetings at joint public workshop.	February EOM
Consultant and team present options and alternatives derived from the research at joint public workshop.	March EOM
Consultant and team review feasibility of options and alternatives with union representatives and again separately in a joint public workshop.	April EOM
Consultant and team present action plans for implementation of recommendations at joint public workshop.	May EOM
Attorneys to the town and village review action plans to identify any legal problems and present findings and recommendations at a joint public workshop.	June EOM
Town board decides to support or reject recommendations at regular town board meeting. Village board decides to support or reject recommendations at regular village board meeting.	July EOM
Assuming mutual support of boards, consultant and team prepare and present an implementation project plan at joint public workshop. Then, consultant and team orient implementers on the requirements of the implementation plan.	August EOM
Consultant and team monitor and present implementation progress at joint public workshop.	September EOM

E. Public Participation - Provide a brief and specific description of the public participation process for the implementation of the project (750 character limit).

Members of the public will included on the team that researches and proposes options and alternatives.
All findings will be reported publicly at open, joint meetings of town and village boards.
Bargaining unit representatives will be engaged as there are two unions involved.

F. Budget

Could your project move forward with partial funding?

Yes No

Will this funding be used as a match to another funding source?

Yes No

If so, what source?

How much?

If unsuccessful, will you be able to receive funding from this other source?

Yes No

	Total Project Cost	Local Share	Funding Request	Narrative
Salary/Wages	\$45,000	\$45,000		Municipal employees (1,800 hours @ \$25/HR).
Fringe Benefits	\$29,250	\$29,250		Municipal employees (1,800 hours @ \$16.25/HR)
Contractual/Consulting Services	\$45,000		\$45,000	Verbal quote from Tim Weideman of Rondout Consulting.
Equipment Purchase				
Travel				
Supplies	\$5,000	\$5,000		Support and materials for meetings
Other Expenses*				
TOTAL	\$124,250	\$79,250	\$45,000	

*Includes: Staff Training, Insurance, Occupancy, Dues, Client Costs, Printing.

G. Co-applicants

1. Contact Person:

Howard Traudt
Deputy Mayor
Village of Rhinebeck
(845) 876-7015
traudt4@aol.com

Contact Title:

Contact Affiliation:

Contact's Phone Number:

Contact's Email Address:

2. Contact Person:

Bruce Washburn
Councilman
Town of Rhinebeck
(845) 453-9584
Bruce353@aol.com

Contact Title:

Contact Affiliation:

Contact's Phone Number:

Contact's Email Address:

3. Contact Person:

Contact Title:

Contact Affiliation:

Contact's Phone Number:

Contact's Email Address:

4. Contact Person:

Contact Title:

Contact Affiliation:

Contact's Phone Number:

Contact's Email Address:

(Add additional sheets as necessary.)

TOWN OF RHINEBECK

RESOLUTION NO. 2015148

MANUAL CHECK TO GREEN BURIAL COUNCIL FOR APPLICATION

WHEREAS, the Cemetery has submitted the attached voucher to pay for an approved vendor application to the Green Burial Council; and

WHEREAS, such vouchers are normally approved by the Board as part of the routine abstract process managed by the Bookkeeper's office; and

WHEREAS, the Cemetery has advised the Board that a check needs to be provided immediately to the Green Burial Council and that this timing does not allow for the voucher to be considered by the Board in the course of the normal payments approval process; now, therefore, be it

RESOLVED, that the Bookkeeper is authorized to manually draft a check to pay the attached voucher and to include the voucher on the next abstract for approval at the next Town Board meeting; and, be it further

RESOLVED, that the Bookkeeper is authorized to transfer \$495.00 from Contingency (000-01-1990-400) to Permits/Fees (000-07-8810-461) to effectuate the payment.

TOWN OF RHINEBECK
 80 EAST MARKET ST
 RHINEBECK NY 12572
 (845) 876-7952

Voucher No. _____

Do Not Write In This Box

Date Voucher Received	
FUND - APPROPRIATIONS	AMOUNT
000-078810 461	495.00
ABSTRACT NO:	TOTAL

CLAIMANT'S
 NAME
 AND
 ADDRESS

The Green Burial Council

PO NUMBER

DATES	QUANTITY	DESCRIPTION	Rate/Item	AMOUNT
		Application Fee for certification for natural burial grounds.		495.00
TOTAL				

I _____, certify that the above account in the amount of \$ _____ is true and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

_____ Date _____ Signature _____ Title

Space below for Municipal Use

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

_____ DATE AUTHORIZED OFFICIAL

APPROVAL FOR PAYMENT by Auditing Board

This claim is approved and ordered paid from the appropriations indicated above.

 _____ DATE

THE GREEN BURIAL COUNCIL, INC.
APPROVED PROVIDER AGREEMENT
FOR NATURAL BURIAL GROUNDS

THIS APPROVED PROVIDER AGREEMENT is entered into as of the _____ day of _____, 2015, by and between THE GREEN BURIAL COUNCIL, INC., a nonprofit corporation ("Council") and Town of Rhinebeck, a _____ with a principal place of business at 500 Market St, Rhinebeck NY 12572 ("Provider").

1. **Effective Date.** The Effective Date of this Agreement is _____ 2015.
2. **Approved Providers' List.** The Council shall maintain a list of approved providers of death care services (the "List") who operate burial grounds that facilitate the protection of natural areas.
3. **Standards.** The Council has issued standards (the "Standards") for Natural Burial Grounds and other death care services ("Services").
4. **Provider's Obligations.** In exchange for being added to and remaining on the List, Provider agrees:
 - a. To adhere to the Council's Standards for Natural Burial Grounds;
 - b. To fully familiarize itself and comply with all of the requirements, terms, and conditions contained in the Standards, including all additions, supplements, and amendments thereto.
5. **Compliance with State/Provincial and Local/Municipal Law.** Provider agrees to comply with all requirements of state and local law. In the event that there is any conflict between the Standards and state or local law, Provider agrees to notify the Council immediately, and Provider acknowledges that the requirements of state or local law may prevent compliance with the Standards and may be grounds for termination of this Agreement and removal from the List.
6. **Fees and Listing.** Provider agrees to pay the Council \$495 per year for the first year and \$295 for subsequent years for being on the List. The Council agrees to maintain Provider on the List on the Council's web site so long as Provider meets Council Standards and is current on its payments.
7. **Indemnification.** Provider agrees to indemnify and defend the Council (and its employees, officers, directors, agents, attorneys, successors, predecessors and affiliates), from any liability — including but not limited to the payment of legal fees and costs — regarding any claims based in whole or part on the cemetery space or services that Provider provides its customers. This provision will survive any termination of this Agreement.

8. **Warranties.** Except as otherwise expressly provided in this Agreement, THE COUNCIL DISCLAIMS ALL WARRANTIES REGARDING ITS SERVICES AND GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In addition, THE TOTAL LIABILITY OF THE COUNCIL WILL NOT EXCEED THE AMOUNT PAID TO THE COUNCIL BY PROVIDER. IN NO CASE WILL THE COUNCIL BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This provision will survive any termination of this Agreement.

9. **Removal from List.** While the parties agree to mutually resolve any disputes with each other, each party reserves the right to terminate this Agreement (in which event Provider shall be removed from the List) on two weeks' written notice for any reason, including but not limited to the Council's determination, in its sole judgment, that Provider is not adhering to the letter or the spirit of the Standards.

10. **General Provisions.**

A. **Whole Agreement.** This Agreement contains the entire understanding of the Parties concerning its subject matter and supersedes all prior oral and written agreements, understandings, commitments, representations and practices between the Parties concerning its subject matter.

B. **Modification and Waiver.** This Agreement may not be modified except by a writing signed by the Parties. No waiver of this Agreement will be effective unless made by a signed writing.

C. **Assignment.** No Party may assign its rights under this Agreement without the prior written consent of the other Party, which may be withheld for any reason. Any acquisition or merger involving a Party will constitute an assignment and will terminate this Agreement unless the other Party agrees in writing to continue the Agreement.

D. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California, excluding its conflicts-of-law provisions.

E. **Arbitration.** Any controversy or claim arising out of or relating to this agreement shall be settled exclusively by binding arbitration in California in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction.

F. **Attorneys' fees.** In any litigation or arbitration relating to or arising out of this Agreement, the prevailing Party will be entitled to costs and attorneys' fees.

G. Counterparts. This Agreement may be executed in counterparts and by faxed signatures, and each counterpart shall be considered a duplicate original of the Parties' Agreement.

H. Construction. Each Party and/or the respective attorneys of each Party, has carefully reviewed, or has had an opportunity to review, this Agreement. Accordingly, the Parties agree that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be utilized in the interpretation of this Agreement.

THE GREEN BURIAL COUNCIL, INC.

by: _____
 [signature]

its: _____
 [title]

PROVIDER

by: _____
 (signature)

 (printed)

its: _____
 [title]

Phone: _____

Email: _____

Website: _____

TOWN OF RHINEBECK

RESOLUTION NO. 2015149

CEMETERY CAPITAL EXPENSE FOR NATURAL CEMETERY MARKERS

WHEREAS, the Cemetery requires lot markers and pins for the natural burial section of the Cemetery; and

WHEREAS, this is a capital account expense that must be approved by the Board; now, therefore, be it

RESOLVED, that the capital expense for the lot markers and pins for the natural burial section as reflected in the attached invoice is approved for payment from Capital Projects 78.



Holland SUPPLY INC.

The Company that Listens.

1326 Lincoln Ave. . Holland, MI 49423

Phone 616-396-4678 . 1-800-527-8818 . FAX 616-396-9543

WWW.HOLLANDSUPPLYINC.COM

ESTIMATE

Date	Estimate #
6/1/2015	24563

Bill To:
Town of Rhinebeck Grasmere Cemetery Natural Burial Section

Ship To:

Phone #	Fax #	Customer Type	LOCATION #	Terms
				PREPAY
Item	Description	Qty	Cost	Total
3.5	#35 3 1/2" S/S LOT MARKERS & PINS	193	3.32	640.76T
HSDI	DIGITS:	1,015	0.17	172.55T
FREIGHT	SHIPPING & HANDLING - ESTIMATE		150.00	150.00
Becky			Subtotal	\$963.31
			Sales Tax (0.0%)	\$0.00
			Total	\$963.31



Holland
SUPPLY INC.

1326 LINCOLN AVE.
HOLLAND, MI 49423
(616) 396-4678 • (800) 527-8818

SIZE OF MARKERS 3.5"

TYPE: _____

NO. OF MARKERS THIS PAGE: 48

TOTAL NO. MARKERS: 193

S1 □ W14	S1 □ W15	S1 □ W16	S1 □ W17	S1 □ W18	S1 □ W19
S1 □ W20	S1 □ W21	S2 □ W13	S2 □ W14	S2 □ W15	S2 □ W16
S2 □ W17	S2 □ W18	S2 □ W19	S2 □ W20	S2 □ W21	S2 □ W22
S2 □ W23	S2 □ W24	S2 □ W25	S2 □ W26	S3 □ W13	S3 □ W14
S3 □ W15	S3 □ W16	S3 □ W17	S3 □ W18	S3 □ W19	S3 □ W20
S3 □ W21	S3 □ W22	S3 □ W23	S3 □ W24	S3 □ W25	S3 □ W26
S3 □ W27	S3 □ W28	S4 □ W12	S4 □ W13	S4 □ W14	S4 □ W15
S4 □ W16	S4 □ W17	S4 □ W18	S4 □ W19	S4 □ W20	S4 □ W21



Holland
SUPPLY INC.

1326 LINCOLN AVE.
HOLLAND, MI 49423
(616) 396-4678 • (800) 527-8818

SIZE OF MARKERS 3.5"

TYPE: _____

NO. OF MARKERS THIS PAGE: 48

TOTAL NO. MARKERS: 193

S4 □ W22	S4 □ W23	S4 □ W24	S4 □ W25	S4 □ W26	S4 □ W27
S4 □ W28	S4 □ W29	S5 □ W11	S5 □ W12	S5 □ W13	S5 □ W14
S5 □ W15	S5 □ W16	S5 □ W17	S5 □ W18	S5 □ W19	S5 □ W20
S5 □ W21	S5 □ W22	S5 □ W23	S5 □ W24	S5 □ W25	S5 □ W26
S5 □ W27	S5 □ W28	S5 □ W29	S6 □ W11	S6 □ W12	S6 □ W13
S6 □ W14	S6 □ W15	S6 □ W16	S6 □ W17	S6 □ W18	S6 □ W19
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S6 □ W26	S6 □ W27	S6 □ W28	S6 □ W29	S6 □ W30	S7 □ W13



Holland
SUPPLY INC.

1326 LINCOLN AVE.
HOLLAND, MI 49423
(616) 396-4678 • (800) 527-8818

SIZE OF MARKERS 3.5"

TYPE: _____

NO. OF MARKERS THIS PAGE: 48

TOTAL NO. MARKERS: 193

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S7 □ W20	S7 □ W21	S7 □ W22	S7 □ W23	S7 □ W24	S7 □ W25
S7 □ W26	S7 □ W27	S7 □ W28	S7 □ W29	S7 □ W30	S8 □ W16
S8 □ W17	S8 □ W18	S8 □ W19	S8 □ W20	S8 □ W21	S8 □ W22
S8 □ W23	S8 □ W24	S8 □ W25	S8 □ W26	S8 □ W27	S8 □ W28
S8 □ W29	S8 □ W30	S8 □ W31	S9 □ W18	S9 □ W19	S9 □ W20
S9 □ W21	S9 □ W22	S9 □ W23	S9 □ W24	S9 □ W25	S9 □ W26
S9 □ W27	S9 □ W28	S9 □ W29	S9 □ W30	S9 □ W31	S10 □ W21



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SUPPLY INC.

1326 LINCOLN AVE.
HOLLAND, MI 49423
(616) 396-4678 • (800) 527-8818

SIZE OF MARKERS 3.5"

TYPE: _____

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TOTAL NO. MARKERS: 193

S10 □ W22	S10 □ W23	S10 □ W24	S10 □ W25	S10 □ W26	S10 □ W27
S10 □ W28	S10 □ W29	S10 □ W30	S10 □ W31	S11 □ W22	S11 □ W23
S11 □ W24	S11 □ W25	S11 □ W26	S11 □ W27	S11 □ W28	S11 □ W29
S11 □ W30	S11 □ W31	S11 □ W32	S12 □ W23	S12 □ W24	S12 □ W25
S12 □ W26	S12 □ W27	S12 □ W28	S12 □ W29	S12 □ W30	S12 □ W31
S12 □ W32	S13 □ W24	S13 □ W25	S13 □ W26	S13 □ W27	S13 □ W28
S13 □ W29	S13 □ W30	S13 □ W31	S13 □ W32	S13 □ W33	S14 □ W26
S14 □ W27	S14 □ W28	S14 □ W29	S14 □ W30	S14 □ W31	S14 □ W32

Grasmere Cemetery Nature Section plots that have been marked for center identification rows S1 thru S14

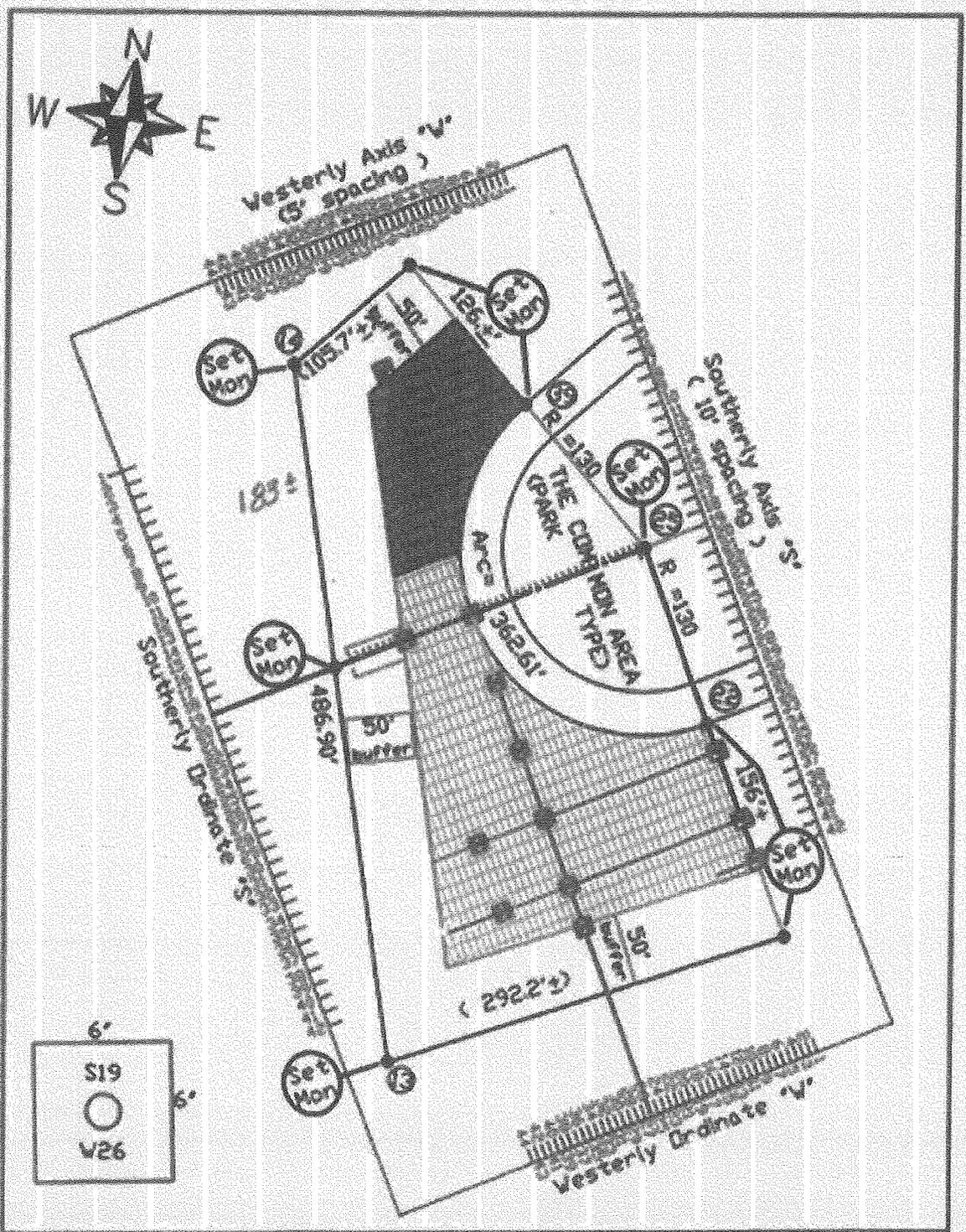
South

Corresponding West Row

Row

S 1	W14, W15, W16, W17, W18, W19, W20, W21
S 2	W13, W14, W15, W16, W17, W18, W19, W20, W21, W22, W23, W24, W25, W26
S 3	W13, W14, W15, W16, W17, W18, W19, W20, W21, W22, W23, W24, W25, W26, W27, W28
S 4	W12, W13, W14, W15, W16, W17, W18, W19, W20, W21, W22, W23, W24, W25, W26 (MON), W27, W28, W29
S 5	W11, W12, W13, W14, W15, W16, W17, W18, W19, W20, W21, W22, W23, W24, W25, W26, W27, W28, W29
S 6	W11, W12, W13, W14, W15, W16, W17, W18, W19, W20, W21, W22, W23, W24, W25, W26, W27, W28, W29, W30
S 7	W13, W14, W15, W16, W17, W18, W19, W20, W21, W22, W23, W24, W25, W26, W27, W28, W29, W30
S 8	W16, W17, W18, W19, W20, W21, W22, W23, W24, W25, W26, W27, W28, W29, W30, W31
S 9	W18, W19, W20, W21, W22, W23, W24, W25, W26 (MON), W27, W28, W29, W30, W31
S 10	W21, W22, W23, W24, W25, W26, W27, W28, W29, W30, W31
S 11	W22, W23, W24, W25, W26, W27, W28, W29, W30, W31, W32
S 12	W23, W24, W25, W26, W27, W28, W29, W30, W31, W32
S 13	W24, W25, W26, W27, W28, W29, W30, W31, W32, W33
S 14	W26 (MON), W27, W28, W29, W30, W31, W32, W33

Marked out in November 2014 by Garry and D.F. Queen with wood stake and plastic identification tag. Metal marker would replace stake.



<p>TOWN OF RHINEBECK - GRASMERE CEMETERY NATURAL BURIAL SECTION Granite Post - Plot Control Monumentation</p> <p>(Being part of GRASMERE CEMETERY shown on map# 6483 filed on November 4, 1982 in the Office of the Dutchess County Clerk)</p> <p>November 2014 DFQ</p>	<p>Area of Burial Section staked out during November 2014. Rows S1 thru S14. Center of burial plots identified with wood stakes and plastic tab location marker. Ex. Ident: S19-V26</p>
--	--

TOWN OF RHINEBECK

RESOLUTION NO. 2015150

RECREATION PARK CONCESSION STAND CONTRACT

WHEREAS, the Town has received the attached proposal from Evan Connolly to operate the Recreation Park concession stand for the Summer 2015 season; and

WHEREAS, the Board has reviewed the proposal and a draft contract; now, therefore, be it

RESOLVED, that the contract with Evan Connolly for operation of the Recreation Park concession stand for the 2015 summer season is approved, and the Supervisor is authorized to sign it in substantially the same form.

Evan Connolly
66 Violet Place
Rhinebeck, NY 12572

Rhinebeck Town Board
80 E Market St
Rhinebeck, NY 12572

Dear Rhinebeck Town Board,

I am writing this letter as a proposal to operate in the concession stand at the Town Pool. I have past experience working in this concession stand as well as 3 years experience in food service. I see great potential in the oppurtunity and I am prepared to operate it solely without any employees. I plan to serve good quality food and refreshments in a reasonable time to the customers of the town pool, and provide a daily nutritious lunch for the children in the Rhinebeck recreation camp. I have contacted an insurance provider about receiving liability insurance coverage and should be able to begin operating when the pool first opens on May 25th, 2015.

Sincerely,

Evan Connolly

CERTIFICATE OF DOING BUSINESS UNDER ASSUMED NAME ("D/B/A")

Dutchess County Clerk's Office, 22 Market Street, Poughkeepsie, NY 12601
Bradford H. Kendall, Dutchess County Clerk (845-486-2120)

PURSUANT TO SECTION 130 OF THE GENERAL BUSINESS LAW OF NEW YORK STATE

1. I certify that my name is (print name) Evan Connolly

2. I am eighteen (18) years of age or older (or if less than eighteen my age is _____ years.)

3. I live at (street address) 66 Violet Place

in (city/town) Rhinebeck, (state) NY (zip) 12572

4. I intend to do business in DUTCHESS COUNTY at the following address:

(street address) 1 Traver lane

in (city/town) Rhinebeck, (state) NY (zip) 12572

5. I will do business under the name Rhinebeck Snack Shack

6. (optional) I further certify that we are the successors in interest to _____

(the person or persons who formerly used this name to conduct or transact business.)

My signature: [Signature]

STATE OF NEW YORK }
COUNTY OF DUTCHESS } SS:

On this 2nd day of April, 2015, before me, the undersigned, personally appeared Evan Connolly

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signatures on the instrument the individual, or the person upon behalf of which the individual acted executed the instrument.

[Signature]
(Signature and office of individual taking acknowledgment-Notary Public)

LINDA P. LIOTTA
Notary Public, State of New York
Reg. No. 01L14951418
Qualified in Dutchess County
Commission Expires May 22, 2015

DUTCHESS COUNTY
CLERK'S OFFICE
RECEIVED
2015 MAY 18 AM 10:57

BUSN CTF #2015/457 \$25.00
ac

ac

STATE OF NEW YORK (COUNTY OF DUTCHESS) SS:
I, BRADFORD KENDALL, COUNTY CLERK AND CLERK OF THE SUPREME AND COUNTY COURTS
DUTCHESS COUNTY, DO HEREBY CERTIFY THAT I HAVE COMPARED THIS COPY WITH THE ORIGINAL
THEREOF FILED OR RECORDED IN MY OFFICE ON May 18, 2015
AND THE SAME IS A CORRECT TRANSCRIPT THEREOF. Busn CTF # 2015/457
IN WITNESS WHEREOF I HAVE HEREBY SET MY HAND AND AFFIXED MY OFFICIAL SEAL ac
[Signature]
MAY 18, 2015
COUNTY CLERK & CLERK OF THE SUPREME & COUNTY COURTS, DUTCHESS COUNTY

Rhinebeck Snack Bar Menu

Bacon, Egg, & Cheese
Sausage, Egg, & Cheese
Bagel w/ butter or cream cheese
Peanut butter & Jelly
Ham & Cheese
Turkey Club
Cheeseburger
Hot dog
French Fries
Chicken Tenders
Onion Rings
Mozzarella Sticks
Grilled Cheese
BLT
Popcorn
Nachos

Chips
Candy
Cookies
Ice cream/Novelties

Soda
Juice
Water
Gatorade
Iced tea
Orange/Apple juice