

Town of Rhinebeck
Regular Board Meeting
Agenda
October 13, 2015 6:45 pm

Draft 10/9/2015 8:51:57 AM

A. Call to Order

B. Pledge of Allegiance

C. Approval of Prior Minutes

1. September 28, 2015 Regular Town Board Meeting

D. Announcements

E. Public Hearings

1. Local Law No. __ of the Year 2015 To Override the Tax Levy Limit for Fiscal Year 2016 Pursuant to General Municipal Law §3-c

F. Presentations

G. Committee & Liaison Reports

H. Resolutions

1. Resolution 2015218 Preliminary Abstract 10, V1066-V1106, 31 Checks for \$99,426.28
2. Resolution 2015219 Preliminary Capital Project Abstract, 2 Checks for \$124,910.53
3. Resolution 2015220 Setting 2016 Budget Public Hearing
4. Resolution 2015221 Town Hall Use Application (Girl Scouts)

I. New Business

J. Discussion Items

1. County transit amenities program (Tab 5)

K. Public Comment on Non-Agenda Items

L. Executive Session

M. Adjournment

**Town of Rhinebeck
Regular Board Meeting
Minutes**

September 28, 2015 6:45 pm

Draft of 10/8/2015 12:31 PM

Supervisor Spinzia called the meeting to order at 6:45 pm

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

Absent: None

Others Present: Erich Blohm, Planning Board
Steven Cook, Director, Starr Library
Sally Mazzarella, Thompson Mazzarella Park Committee
Melodye Moore, Chair, Planning Board
Warren Replansky, Town Attorney
Sharon Sherrod, Planning Board
Jim Stevenson, Board Member, Starr Library
Heath Tortarella, Village Mayor
Howie Traudt, Village Trustee
Michael Trimble, Historic Structures Committee
Joel Tyner, County Legislator
Bob Wyant, Highway Department Foreman
49 members of the public
2 members of the press

Recording Secretary: Jon Gautier

The Pledge of Allegiance was recited.

A. Approval of Prior Minutes

The minutes of the following meetings were approved by unanimous voice vote:

1. August 10, 2015 Regular Town Board Meeting
2. September 11, 2015 Special Town Board Meeting

B. Public Hearings

1. At 6:46 pm the Supervisor opened the public hearing on A Local Law Amending the Town of Rhinebeck Zoning District Maps Established Pursuant to Town Code Chapter 125 ("Zoning"), Article II ("Establishment of Districts"), Section 125-16 ("Zoning District Maps") and Amending the Boundaries of the Mining Overlay Zoning District (Mi-O) and the following members of the public were heard:

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Christopher Stevens, Schenectady, New York
Jason Shaw, Albany, New York
Charles Wessler, Rhinebeck
Sally Mazzarella, Rhinebeck
Lewis Amaro, Rhinebeck
Erich Blohm, Rhinebeck
Richard von der Leith, Rhinebeck
Sue Greenberg, Rhinebeck
Pat McLaughlin, Rhinebeck
Clare Brandt, Rhinebeck
Robert Murray, Rhinebeck
Michael Trimble, Rhinebeck

No one else wishing to be heard, the public hearing was closed by unanimous voice vote (Spinzia motion; Washburn second) at 7:38 pm.

C. Presentations

1. Steven Cook, Director, Starr Library, on the Starr Library's Nov 3rd Ballot proposition

D. Committee & Liaison Reports

1. Supervisor Spinzia provided an update on the proposed takeover of the Vanderburgh Cove Sewer District by the Dutchess County Water and Wastewater Authority.
2. Councilperson Washburn provided an update on the repairs at the Vanderburgh Cove Sewer District; he reported that the Town was awarded a county shared services grant for highway maintenance.

E. Resolutions

1. Resolution 2015199 Preliminary Abstract 9B V912-V1065, 86 Checks for \$233,347.96

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

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Resolution 2015199 Preliminary Abstract 9B V912-V1065, 86 Checks for \$233,347.96 adopted 5-0.

2. Resolution 2015200 Preliminary Capital Projects Abstract, 4 Checks for \$43,440.69

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015200 Preliminary Capital Projects Abstract, 4 Checks for \$43,440.69 adopted 5-0.

3. Resolution 2015201 Budget Transfers and Amendments

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015201 Budget Transfers and Amendments adopted 5-0.

4. Resolution 2015202 Adopting Local Law No. ___ of 2015 entitled "A Local Law Amending the Town of Rhinebeck Zoning District Maps Established Pursuant to Town Code Chapter 125 ("Zoning"), Article II ("Establishment of Districts"), Section 125-16 ("Zoning District Maps") and Amending the Boundaries of the Mining Overlay Zoning District (Mi-O)

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Roll Call Vote:

| | |
|--------------------|-----|
| Supervisor Spinzia | Aye |
|--------------------|-----|

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| | |
|-------------------------|-----|
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | No |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015202 Adopting Local Law No. ____ of 2015 entitled "A Local Law Amending the Town of Rhinebeck Zoning District Maps Established Pursuant to Town Code Chapter 125 ("Zoning"), Article II ("Establishment of Districts"), Section 125-16 ("Zoning District Maps") and Amending the Boundaries of the Mining Overlay Zoning District (Mi-O) adopted 4-1.

5. Resolution 2015203 Accepting a Proposed Local Law to Override the Tax Levy Limit for Fiscal Year 2016 Pursuant to General Municipal Law §3-c for Commencement of the Local Law Adoption Process

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | No |
| Councilperson Scherr | Aye |
| Councilperson Washburn | No |

Resolution 2015203 Accepting a Proposed Local Law to Override the Tax Levy Limit for Fiscal Year 2016 Pursuant to General Municipal Law §3-c for Commencement of the Local Law Adoption Process adopted 3-2.

6. Resolution 2015204 Settlement Agreement with United States Coast Guard for Claim for Rhinecliff Dock Damage

Motioned by Deputy Supervisor Gelb
Seconded by Supervisor Spinzia

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015204 Settlement Agreement with United States Coast Guard for Claim for Rhinecliff Dock Damage adopted 5-0.

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7. Resolution 2015205 Defense of Duffy Article 78 Proceeding Against the Town

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Resolution 2015205 amended on the floor by 3-1 voice vote (Scherr motion; Washburn second)(Washburn abstain; Spinzia no) to authorize the Zoning Board of Appeals to engage Grant & Lyons LLP

Voice Vote:

| | |
|-------------------------|---------|
| Supervisor Spinzia | No |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Abstain |

Resolution 2015205 Defense of Duffy Article 78 Proceeding Against the Town adopted 3-1 as amended.

8. Resolution 2015206 Amending the 2015 Planning and Zoning Fee Schedule

Motioned by Supervisor Spinzia
Seconded by Deputy Supervisor Gelb

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015206 Amending the 2015 Planning and Zoning Fee Schedule adopted 5-0.

9. Resolution 2015207 Memorial Bench Program at Town of Rhinebeck Cemetery

Motioned by Councilperson Washburn
Seconded by Councilperson Fernandez

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |

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Councilperson Washburn Aye

Resolution 2015207 Memorial Bench Program at Town of Rhinebeck Cemetery adopted 5-0.

10. Resolution 2015208 Reformulating Website Committee

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015208 Reformulating Website Committee adopted 5-0.

11. Resolution 2015209 Installation of a Backflow Preventer and Pressure Reducing Valve

Motioned by Supervisor Spinzia
Seconded by Deputy Supervisor Gelb

Resolution 2015209 amended on the floor by unanimous voice vote (Gelb motion; Scherr second) to add clarifying language and a contract amount

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015209 Installation of a Backflow Preventer and Pressure Reducing Valve adopted 5-0 as amended.

12. Resolution 2015210 Rerouting Rec Park Drinking Fountain Lines at Playground and Ball Field

Motioned by Supervisor Spinzia
Seconded by Councilperson Fernandez

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Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015210 Rerouting Rec Park Drinking Fountain Lines at Playground and Ball Field adopted 5-0.

13. Resolution 2015211 Winter 2015-2016 Farmers Market

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015211 Winter 2015-2016 Farmers Market adopted 5-0.

14. Resolution 2015212 Summer Rec Soccer Camp Refund Requests

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015212 Summer Rec Soccer Camp Refund Requests adopted 5-0.

15. Resolution 2015213 Town Hall Use Applications (Museum of Rhinebeck History)

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

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Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015213 Town Hall Use Applications (Museum of Rhinebeck History) adopted 5-0.

16. Resolution 2015214 Appointment to the Open Space Affordable Housing Committee (Lynch)

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015214 Appointment to the Open Space Affordable Housing Committee (Lynch) adopted 5-0.

17. Resolution 2015215 Providing Notice of the Submission of the Proposition at The Next General Election of the Town of Rhinebeck Increasing the Amount of Funding of the Town's Annual Contribution to the Operating Budget of the Starr Library

Motioned by Supervisor Spinzia
Seconded by Councilperson Fernandez

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution 2015215 Providing Notice of the Submission of the Proposition at The Next General Election of the Town of Rhinebeck Increasing the Amount of Funding of the Town's Annual Contribution to the Operating Budget of the Starr

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Library adopted 5-0.

F. New Business

1. Resolution No. 2015216 Rescinding Resolution 2015198 Authorizing Crawford & Associates Engineers to Prepare Request for Proposal (RFP) for Revised Recreation Park Pavilion Construction Plans

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

| | |
|-------------------------|---------|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Recused |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution No. 2015216 Rescinding Resolution 2015198 Authorizing Crawford & Associates Engineers to Prepare Request for Proposal (RFP) for Revised Recreation Park Pavilion Construction Plans adopted 4-0.

2. Resolution No. 2015217 Refund of Incorrectly Charged Zoning Variances (Welker/Lemon Lane)

Motioned by Supervisor Spinzia
Seconded by Councilperson Washburn

Voice Vote:

| | |
|-------------------------|-----|
| Supervisor Spinzia | Aye |
| Deputy Supervisor Gelb | Aye |
| Councilperson Fernandez | Aye |
| Councilperson Scherr | Aye |
| Councilperson Washburn | Aye |

Resolution No. 2015217 Refund of Incorrectly Charged Zoning Variances (Welker/Lemon Lane) adopted 5-0.

G. Discussion Items

The following items were discussed by the Board:

1. Community development block grant for Rec Park Pavilion
2. Water Meter at Rec Park

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3. Dog Control
4. PANDA

H. Public Comment on Non-Agenda Items

1. Steve Mensch of Rhinebeck spoke on the Wyndclyffe ruin.
2. Village Mayor Tortarella spoke on the water meter at the Rec Park and dog control.
3. County Legislator Tyner spoke on various issues.

I. Executive Session

1. At 9:58 pm by unanimous voice vote the Board retired to executive session to discuss matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of particular persons.

J. Adjournment

The Board returned to regular session at 10:17 pm and adjourned by unanimous voice vote at 10:18 pm.

Respectfully submitted,

Jon Gautier
Town Clerk

TOWN OF RHINEBECK

RESOLUTION NO. 2015218

PRELIMINARY ABSTRACT 10, V1066-V1106, 31 CHECKS FOR \$99,426.28

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Abstract 10, V1066-V1106, 31 Checks for \$99,426.28, 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 10, V1066-V1106, 31 Checks for \$99,426.28, are approved for payment.

TOWN OF RHINEBECK
 PRELIMINARY ABSTRACT 10 V1066-V1106 31 CHECKS DUE DATE 10/13/15
 Executed By: krussell

PAGE: 1
 TIME: 12:27:59
 DATE: 10/08/2015

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

Bank: TRUST AGENCY FD TRUST AGENCY FD

-----Checks-----

Vendor: BELL COPIERS BELL COPIERS INC. REMIT ADDRESS
 Invoice ID: 54818 Invoice Date: 09/30/2015 Due Date: 10/13/2015
 2015 2015 1 No 000 -01 -1355-410 000 -200 V1066 TONER FOR BIZHUB 250 \$ 72.00
 2015 2015 2 No 000 -01 -1355-410 000 -200 V1066 FREIGHT-TONER FOR BIZHU \$ 6.95
 INVOICE TOTAL (INVOICE ID: 54818) = \$ 78.95
 CHECK TOTAL (CHECK #: 14184) = \$ 78.95

Vendor: BEN FUNK, INC. BEN FUNK, INC. REMIT ADDRESS
 Invoice ID: T442452 Invoice Date: 09/25/2015 Due Date: 10/13/2015
 2015 2015 1 No 2015-5130- 003 -04 -5130-427 003 -200 V1067 STARTER FOR R-6 \$ 372.89
 CHECK TOTAL (CHECK #: 14185) = \$ 372.89

Vendor: CALLANAN INDUST CALLANAN INDUSTRIES, INC. REMIT ADDRESS
 Invoice ID: 698760 Invoice Date: 08/15/2015 Due Date: 10/13/2015
 2015 2015 1 No 2015-5110- 003 -04 -5110-421 003 -200 V1068 8/12: 10.43 TON TYPE 6 \$ 582.00
 2015 2015 2 No 2015-5110- 003 -04 -5110-421 003 -200 V1068 8/10 16.97 TN TYPE 6 @ \$ 980.87
 INVOICE TOTAL (INVOICE ID: 698760) = \$ 1,562.87
 Invoice ID: 705666 Invoice Date: 09/19/2015 Due Date: 10/13/2015
 2015 2015 1 No 2015-5110- 003 -04 -5110-421 003 -200 V1069 9/17 83.81 TON TYPE 6 @ \$ 4,604.52
 CHECK TOTAL (CHECK #: 14186) = \$ 6,167.39

Vendor: CARDMEMBER SERVICE CARDMEMBER SERVICE REMIT ADDRESS
 Invoice ID: 8774 Invoice Date: 09/21/2015 Due Date: 10/13/2015
 2015 2015 1 No 000 -01 -1650-449 000 -200 V1070 8/26 POSTAGE STAMPS.COM \$ 200.00
 Invoice ID: 2941 Invoice Date: 09/21/2015 Due Date: 10/13/2015
 2015 2015 1 No 000 -01 -1650-449 000 -200 V1070 8/26 STAMPS.COM \$ 15.99
 Invoice ID: 4836 Invoice Date: 09/21/2015 Due Date: 10/13/2015
 2015 2015 1 No 000 -01 -1680-401 000 -200 V1070 9/8 MAILCHIMP \$ 15.00
 CHECK TOTAL (CHECK #: 14187) = \$ 230.99

Vendor: CENTRAL HUDSON CENTRAL HUDSON GAS & ELECTRIC CORP REMIT ADDRESS
 Invoice ID: 53521840001SP15 Invoice Date: 09/28/2015 Due Date: 10/13/2015
 2015 2015 1 No 022 -07 -8130-460 022 -200 V1071 7/29-9/29/15 1401 KWH \$ 93.04
 Invoice ID: 53521870005SP15 Invoice Date: 09/28/2015 Due Date: 10/13/2015
 2015 2015 1 No 022 -07 -8130-460 022 -200 V1071 7/29-9/29/15 1234 KWH \$ 90.30
 Invoice ID: 54111260003SP15 Invoice Date: 09/28/2015 Due Date: 10/13/2015
 2015 2015 1 No 001 -04 -5182-400 001 -200 V1071 SEPT'15 2195 KWH \$ 713.51
 Invoice ID: 54111280001SP15 Invoice Date: 09/28/2015 Due Date: 10/13/2015
 2015 2015 1 No 020 -04 -5182-400 020 -200 V1071 SEPT'15 2026 KWH \$ 961.13
 Invoice ID: 56091880007AU15 Invoice Date: 08/20/2015 Due Date: 10/13/2015
 2015 2015 2 No 000 -06 -7180-431 000 -200 V1071 8/20-9/21/15 8383 KWH \$ 386.47
 Invoice ID: 56091890022SP15 Invoice Date: 09/21/2015 Due Date: 10/13/2015
 2015 2015 1 No 000 -04 -5132-431 000 -200 V1071 8/20-9/21/15 \$ 154.92
 2015 2015 2 No 000 -04 -5132-431 000 -200 V1071 8/20-9/21/15 GEN CR 159 \$ 154.92-
 INVOICE TOTAL (INVOICE ID: 56091890022SP15) = \$ 0.00
 Invoice ID: 56612065005SP15 Invoice Date: 09/28/2015 Due Date: 10/13/2015
 2015 2015 1 No 000 -07 -8161-431 000 -200 V1071 8/26-9/28/15 GEN CR 729 \$ 70.31-
 2015 2015 2 No 000 -07 -8161-431 000 -200 V1071 8/26-9/28/15 \$ 113.61
 INVOICE TOTAL (INVOICE ID: 56612065005SP15) = \$ 43.30

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 PRELIMINARY ABSTRACT 10 V1066-V1106 31 CHECKS DUE DATE 10/13/15
 Executed By: krussell

PAGE: 2
 TIME: 12:27:59
 DATE: 10/08/2015

| CAL YEAR | FY | TRANS | MAN | PO | ACCOUNT CODE | CREDIT CODE | DESCRIPTION | AMOUNT | |
|--------------------------------------|------|-------|------------------------------------|------------|-------------------|----------------------|--------------------------------|--------------|-----------|
| ===== | == | ===== | ==== | == | ===== | ===== | ===== | ===== | |
| CHECK TOTAL (CHECK #: | | | | | | | | 14188) = \$ | 2,287.75 |
| Vendor: COLARUSSO QUARR | | | COLARUSSO QUARRY CO. | | | REMIT ADDRESS | | | |
| Invoice ID: 2015-3 | | | Invoice Date: 09/15/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-5112- | 003 -04 -5112-214 | 003 -200 | V1075 9/15 TYPE 6 IN PLACE WI | \$ 50,153.45 | |
| 2015 | 2015 | 2 | No | 2015-5112- | 003 -04 -5112-214 | 003 -200 | V1075 9/15 TACK COAT | \$ 1,400.00 | |
| INVOICE TOTAL (INVOICE ID: 2015-3 | | | | | | | |) = \$ | 51,553.45 |
| Invoice ID: 68139MB | | | Invoice Date: 09/04/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-5110- | 003 -04 -5110-421 | 003 -200 | V1073 9/2: 90.15 TON TYPE 6 A | \$ 5,427.02 | |
| Invoice ID: 68180MB | | | Invoice Date: 09/04/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-5110- | 003 -04 -5110-421 | 003 -200 | V1074 18 TN TYPE 6 @ 60.2/TN | \$ 1,083.60 | |
| Invoice ID: 68347MB | | | Invoice Date: 09/18/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-5142- | 003 -04 -5142-415 | 003 -200 | V1072 9/18 179.36 TN SAND @12 | \$ 2,295.84 | |
| CHECK TOTAL (CHECK #: | | | | | | | | 14189) = \$ | 60,359.91 |
| Vendor: CONSTELLATION NEWENERGY, INC | | | CONSTELLATION NEWENERGY, INC | | | REMIT ADDRESS | | | |
| Invoice ID: 27798503-0001 | | | Invoice Date: 09/23/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 000 -06 | -7180-431 | 000 -200 | V1076 8/20-9/20/15 8383 KWH | \$ 720.60 | |
| CHECK TOTAL (CHECK #: | | | | | | | | 14190) = \$ | 720.60 |
| Vendor: CONWAY'S LAWN & | | | CONWAY'S LAWN & POWER EQUIP., INC. | | | REMIT ADDRESS | | | |
| Invoice ID: 92331 | | | Invoice Date: 07/27/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-1630- | 000 -01 -1630-410 | 000 -200 | V1077 7/27 OIL FOR ROUTINE MA | \$ 23.94 | |
| CHECK TOTAL (CHECK #: | | | | | | | | 14191) = \$ | 23.94 |
| Vendor: CUNNINGHAM, BAR | | | CUNNINGHAM, BARBARA | | | REMIT ADDRESS | | | |
| Invoice ID: OCT'15 HEALTH | | | Invoice Date: 10/05/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 000 -08 | -9060-801 | 000 -200 | V1078 OCT'15 HEALTH | \$ 373.90 | |
| CHECK TOTAL (CHECK #: | | | | | | | | 14192) = \$ | 373.90 |
| Vendor: DUTCHESS SIGNS | | | DUTCHESS SIGNS | | | REMIT ADDRESS | | | |
| Invoice ID: 27515 | | | Invoice Date: 09/15/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-7110- | 000 -06 -7110-482 | 000 -200 | V1079 "NO PRK" SIGNS AT MEM | \$ 90.00 | |
| CHECK TOTAL (CHECK #: | | | | | | | | 14193) = \$ | 90.00 |
| Vendor: ELIZAVILLE SAND & GRAVEL | | | ELIZAVILLE SAND & GRAVEL | | | REMIT ADDRESS | | | |
| Invoice ID: 19826-19828 | | | Invoice Date: 09/15/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-5112- | 003 -04 -5112-214 | 003 -200 | V1080 9/15: 48 YDS #4 @12.50 | \$ 600.00 | |
| Invoice ID: 19858,19855 | | | Invoice Date: 09/30/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-5110- | 003 -04 -5110-420 | 003 -200 | V1080 9/30 24 YDS #4 @ \$12.50 | \$ 300.00 | |
| CHECK TOTAL (CHECK #: | | | | | | | | 14194) = \$ | 900.00 |
| Vendor: ESC ENVIRONMENT | | | ESC ENVIRONMENTAL | | | REMIT ADDRESS | | | |
| Invoice ID: 996475 | | | Invoice Date: 08/06/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-7180- | 000 -06 -7180-433 | 000 -200 | V1080 8/6 190 GAL HYPOCHLORIT | \$ 318.40 | |
| Invoice ID: 996503 | | | Invoice Date: 08/13/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-7180- | 000 -06 -7180-433 | 000 -200 | V1082 8/13 190 GAL HYPOCHLORI | \$ 258.40 | |
| 2015 | 2015 | 2 | No | 2015-7180- | 000 -06 -7180-433 | 000 -200 | V1082 8/13 25 GAL MURATIC ACI | \$ 177.25 | |
| INVOICE TOTAL (INVOICE ID: 996503 | | | | | | | |) = \$ | 435.65 |
| Invoice ID: 996533 | | | Invoice Date: 08/20/2015 | | | Due Date: 10/13/2015 | | | |
| 2015 | 2015 | 1 | No | 2015-7180- | 000 -06 -7180-433 | 000 -200 | V1082 8/20 225 GAL HYPOCHLORI | \$ 306.00 | |
| 2015 | 2015 | 2 | No | 2015-7180- | 000 -06 -7180-433 | 000 -200 | V1082 35 GAL MURATIC ACID +\$5 | \$ 248.15 | |
| INVOICE TOTAL (INVOICE ID: 996533 | | | | | | | |) = \$ | 554.15 |
| Invoice ID: 996545 | | | Invoice Date: 08/27/2015 | | | Due Date: 10/13/2015 | | | |

TOWN OF RHINEBECK
 PRELIMINARY ABSTRACT 10 V1066-V1106 31 CHECKS DUE DATE 10/13/15
 Executed By: krussell

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 DATE: 10/08/2015

| CAL YEAR | FY | TRANS | MAN | PO | ACCOUNT CODE | CREDIT CODE | DESCRIPTION | AMOUNT |
|----------|------|-------|-----|------------|-------------------|-------------|----------------------------------|--------|
| 2015 | 2015 | 1 | No | 2015-7180- | 000 -06 -7180-433 | 000 -200 | V1083 8/27 180 GAL HYPOCHLORI \$ | 244.80 |
| 2015 | 2015 | 2 | No | 2015-7180- | 000 -06 -7180-433 | 000 -200 | V1083 8/27 20 GAL MURATIC ACI \$ | 109.80 |

INVOICE TOTAL (INVOICE ID: 996545) = \$ 354.60
 CHECK TOTAL (CHECK #: 14195) = \$ 1,662.80

Vendor: FRED CARTIER FRED C. CARTIER SERVICES REMIT ADDRESS
 Invoice ID: 1251 Invoice Date: 09/23/2015 Due Date: 10/13/2015
 2015 2015 1 No 001 -07 -8020-450 001 -200 V1084 9/21/15 PLN BRD MEET +2 \$ 105.00
 CHECK TOTAL (CHECK #: 14196) = \$ 105.00

Vendor: FRONTIER FRONTIER REMIT ADDRESS
 Invoice ID: 876-3203-OCT'15 Invoice Date: 09/28/2015 Due Date: 10/13/2015
 2015 2015 1 No 000 -01 -1620-430 000 -200 V1085 9/28-10/27/15 \$ 46.59
 Invoice ID: 876-3961-OCT'15 Invoice Date: 09/28/2015 Due Date: 10/13/2015
 2015 2015 1 No 000 -07 -8810-430 000 -200 V1085 9/28-10/27/15 \$ 41.03
 2015 2015 2 No 000 -07 -8810-429 000 -200 V1085 9/28-10/27/15 \$ 19.99

INVOICE TOTAL (INVOICE ID: 876-3961-OCT'15) = \$ 61.02

Invoice ID: 876-6161-OCT'15 Invoice Date: 09/28/2015 Due Date: 10/13/2015
 2015 2015 1 No 000 -06 -7180-430 000 -200 V1085 9/28-10/27/15 \$ 51.21
 Invoice ID: 876-6263-OCT'15 Invoice Date: 09/28/2015 Due Date: 10/13/2015
 2015 2015 1 No 2015-5132- 000 -04 -5132-430 000 -200 V1086 9/28-10/27/15 \$ 151.92
 CHECK TOTAL (CHECK #: 14197) = \$ 310.74

Vendor: GOOSE'S DIESEL GOOSE'S DIESEL TRUCK PARTS & SERVICE LLC REMIT ADDRESS
 Invoice ID: 35056 Invoice Date: 09/23/2015 Due Date: 10/13/2015
 2015 2015 1 No 2015-5130- 003 -04 -5130-427 003 -200 V1087 9/23/15 SHOCK ABS; ELEC \$ 262.40
 CHECK TOTAL (CHECK #: 14198) = \$ 262.40

Vendor: HERZOG SUPPLY HERZOG SUPPLY CO. INC. REMIT ADDRESS
 Invoice ID: 754740/1 Invoice Date: 09/07/2015 Due Date: 10/13/2015
 2015 2015 1 No 2015-1630- 000 -01 -1630-427 000 -200 V1088 7/7 -MAIN-MOVER BLADE S \$ 60.00
 2015 2015 2 No 2015-1630- 000 -01 -1630-410 000 -200 V1088 9/7 -MAIN-1 GAL OIL \$ 8.99
 INVOICE TOTAL (INVOICE ID: 754740/1) = \$ 68.99

CHECK TOTAL (CHECK #: 14199) = \$ 68.99

Vendor: HIGHWAY PART-TO HIGHWAY PART-TOWN FUND REMIT ADDRESS
 Invoice ID: 2015-CMTRY-AUG Invoice Date: 09/15/2015 Due Date: 10/13/2015
 2015 2015 1 No 2015-8810- 000 -07 -8810-450 000 -200 V1089 71.7 GAL GAS @ 1.655/GA \$ 118.67
 2015 2015 2 No 2015-8810- 000 -07 -8810-412 000 -200 V189 AUG'15 38.4 GAL DIESEL @ \$ 66.74

INVOICE TOTAL (INVOICE ID: 2015-CMTRY-AUG) = \$ 185.41

CHECK TOTAL (CHECK #: 14200) = \$ 185.41

Vendor: LOCAL 445 WELFA LOCAL 445 WELFARE FUND REMIT ADDRESS
 Invoice ID: OCTOBER 2015 Invoice Date: 10/05/2015 Due Date: 10/13/2015
 2015 2015 1 No 2015-9060- 003 -08 -9060-801 003 -200 V1090 OCT'15 EYE \$ 224.00

CHECK TOTAL (CHECK #: 14201) = \$ 224.00

Vendor: NETWORKS INC NETWORKS INC REMIT ADDRESS
 Invoice ID: S108517 Invoice Date: 09/17/2015 Due Date: 10/13/2015
 2015 2015 1 No 2015-5010- 000 -04 -5010-451 000 -200 V1091 9/3/15-9/3/17 ANTIVIRUS \$ 61.35

CHECK TOTAL (CHECK #: 14202) = \$ 61.35

TOWN OF RHINEBECK
 PRELIMINARY ABSTRACT 10 V1066-V1106 31 CHECKS DUE DATE 10/13/15
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| CAL YEAR | FY | TRANS | MAN | PO | ACCOUNT CODE | CREDIT CODE | DESCRIPTION | AMOUNT |
|--|---------------|---------------|----------------------------|-----------|--------------|-------------------------------|-------------|-----------|
| ===== | == | ===== | == | == | ===== | ===== | ===== | ===== |
| Vendor: NORTH SHORE SOLUTIONS | | | NORTH SHORE SOLUTIONS | | | REMIT ADDRESS | | |
| Invoice ID: | 2010-1913 | Invoice Date: | 09/24/2015 | Due Date: | 10/13/2015 | | | |
| 2015 | 2015 1 | No | 000 -01 | -1680-200 | 000 -200 | V1093 WEBSITE HOSTING 11/1/15 | \$ | 455.00 |
| CHECK TOTAL (CHECK #: 14203) = \$ | | | | | | | | 455.00 |
| Vendor: PECKHAM INDUSTRIES, INC. | | | PECKHAM INDUSTRIES, INC. | | | REMIT ADDRESS | | |
| Invoice ID: | 695837 | Invoice Date: | 09/18/2015 | Due Date: | 10/13/2015 | | | |
| 2015 | 2015 1 | No | 2015-5112-003 -04 | -5112-216 | 003 -200 | V1094 9/16 CRS 2-P OIL,CHIPPE | \$ | 10,592.53 |
| CHECK TOTAL (CHECK #: 14204) = \$ | | | | | | | | 10,592.53 |
| Vendor: PLANNERS EAST | | | PLANNERS EAST INC. | | | REMIT ADDRESS | | |
| Invoice ID: | 2015-JUL-12 | Invoice Date: | 07/31/2015 | Due Date: | 10/13/2015 | | | |
| 2015 | 2015 1 | No | 2015-PE-JU 010 -07 | -0085-400 | 010 -200 | V1095 M.DAWSON & S.CLARK | \$ | 379.50 |
| CHECK TOTAL (CHECK #: 14205) = \$ | | | | | | | | 379.50 |
| Vendor: RHINEBECK WATER | | | RHINEBECK WATER DEPARTMENT | | | REMIT ADDRESS | | |
| Invoice ID: | 92435 | Invoice Date: | 10/01/2015 | Due Date: | 10/13/2015 | | | |
| 2015 | 2015 1 | No | 000 -01 | -1620-432 | 000 -200 | V1097 6/15-9/15/15 7458 GAL | \$ | 126.00 |
| Invoice ID: | 92765 | Invoice Date: | 10/01/2015 | Due Date: | 10/13/2015 | | | |
| 2015 | 2015 1 | No | 000 -06 | -7180-432 | 000 -200 | V1096 6/15-9/15/15 418400 GAL | \$ | 2,510.40 |
| CHECK TOTAL (CHECK #: 14206) = \$ | | | | | | | | 2,636.40 |
| Vendor: S&S WORLDWIDE | | | S&S WORLDWIDE | | | REMIT ADDRESS | | |
| Invoice ID: | 8776319 | Invoice Date: | 09/25/2015 | Due Date: | 10/13/2015 | | | |
| 2015 | 2015 1 | No | 000 -06 | -7310-444 | 000 -200 | V1092 BASKET BALLS | \$ | 193.10 |
| CHECK TOTAL (CHECK #: 14207) = \$ | | | | | | | | 193.10 |
| Vendor: SUPERIOR SANITA | | | SUPERIOR SANITATION INC. | | | REMIT ADDRESS | | |
| Invoice ID: | 28059 | Invoice Date: | 10/01/2015 | Due Date: | 10/13/2015 | | | |
| 2015 | 2015 1 | No | 2015-MAINT 000 -06 | -5720-473 | 000 -200 | V1098 OCT'15 | \$ | 67.50 |
| 2015 | 2015 2 | No | 2015-MAINT 000 -06 | -7140-473 | 000 -200 | V1098 OCT'15 | \$ | 95.00 |
| 2015 | 2015 3 | No | 2015-MAINT 000 -06 | -7140-484 | 000 -200 | V1098 OCT'15 | \$ | 95.00 |
| INVOICE TOTAL (INVOICE ID: 28059) = \$ | | | | | | | | 257.50 |
| CHECK TOTAL (CHECK #: 14208) = \$ | | | | | | | | 257.50 |
| Vendor: TATE CONSTRUCTION | | | TATE CONSTRUCTION | | | REMIT ADDRESS | | |
| Invoice ID: | PROJ COMPLETE | Invoice Date: | 09/25/2015 | Due Date: | 10/13/2015 | | | |
| 2015 | 2015 1 | No | 010 -07 | -0085-400 | 010 -200 | V1099 BLACKWOOD II PLAN BRD P | \$ | 302.00 |
| CHECK TOTAL (CHECK #: 14209) = \$ | | | | | | | | 302.00 |
| Vendor: TIME WARNER CAB | | | TIME WARNER CABLE | | | REMIT ADDRESS | | |
| Invoice ID: | 25736791 | Invoice Date: | 09/30/2015 | Due Date: | 10/13/2015 | | | |
| 2015 | 2015 1 | No | 000 -01 | -1620-429 | 000 -200 | V1100 9/30-10/29/15 INTERNET | \$ | 189.00 |
| 2015 | 2015 2 | No | 000 -01 | -1620-430 | 000 -200 | V1100 9/30-10/29/15 PHONE | \$ | 527.06 |
| INVOICE TOTAL (INVOICE ID: 25736791) = \$ | | | | | | | | 716.06 |
| CHECK TOTAL (CHECK #: 14210) = \$ | | | | | | | | 716.06 |
| Vendor: TRIEBEL'S GARAG | | | TRIEBEL'S GARAGE, INC. | | | REMIT ADDRESS | | |
| Invoice ID: | 23033 | Invoice Date: | 08/28/2015 | Due Date: | 10/13/2015 | | | |
| 2015 | 2015 1 | No | 000 -07 | -8810-427 | 000 -200 | V1101 NYS INSPECTION | \$ | 21.00 |
| 2015 | 2015 2 | No | 000 -07 | -8810-427 | 000 -200 | V1101 REPAIR 2 LIGHTS | \$ | 19.95 |

TOWN OF RHINEBECK
 PRELIMINARY ABSTRACT 10 V1066-V1106 31 CHECKS DUE DATE 10/13/15
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| CAL YEAR | FY | TRANS | MAN | PO | ACCOUNT CODE | CREDIT CODE | DESCRIPTION | AMOUNT |
|----------|----|-------|-----|----|--------------|-------------|-------------|--------|
| ===== | == | ===== | == | == | ===== | ===== | ===== | ===== |

INVOICE TOTAL (INVOICE ID: 23033) = \$ 40.95

CHECK TOTAL (CHECK #: 14211) = \$ 40.95

Vendor: VILLAGE OF RHIN
 Invoice ID: SEPT'15 POLICE
 2015 2015 1 No
 2015 2015 2 No
 2015 2015 3 No

VILLAGE OF RHINEBECK
 Invoice Date: 10/05/2015 Due Date: 10/13/2015
 000 -01 -1110-421
 001 -02 -3120-420
 001 -02 -3120-422

REMIT ADDRESS

V1102 SEPT'15 CRT OFFICER 9 H \$ 360.00
 V1102 SEPT'15 PARTOL 96.5 HOU \$ 4,825.00
 V1102 SEPT'15 695 MILES \$ 389.20

INVOICE TOTAL (INVOICE ID: SEPT'15 POLICE) = \$ 5,574.20

CHECK TOTAL (CHECK #: 14212) = \$ 5,574.20

Vendor: WARREN S. REPLA
 Invoice ID: 8/12/15 JULY'15
 2015 2015 1 No
 2015 2015 2 No

WARREN S. REPLANSKY,ESQ.
 Invoice Date: 08/12/2015 Due Date: 10/13/2015
 000 -01 -1420-452
 000 -01 -1420-452

REMIT ADDRESS

V1104 JULY'15 CEMETERY \$ 511.50
 V1104 JULY'15 MINING OVERLAY \$ 577.50

INVOICE TOTAL (INVOICE ID: 8/12/15 JULY'15) = \$ 1,089.00

Invoice ID: 9/10/15 AUG'15
 2015 2015 1 No
 2015 2015 2 No
 2015 2015 3 No

Invoice Date: 09/10/2015 Due Date: 10/13/2015
 000 -01 -1420-452
 000 -01 -1420-452
 000 -01 -1420-452

V1105 AUG'15 MINING OVERLAY 8 \$ 1,419.00
 V1105 AUG'15 GENERAL ISSUES \$ 816.50
 V1106 AUG'15 CEMETERY \$ 346.50

INVOICE TOTAL (INVOICE ID: 9/10/15 AUG'15) = \$ 2,582.00

CHECK TOTAL (CHECK #: 14213) = \$ 3,671.00

Vendor: WYANT, ROBERT
 Invoice ID: 10/5/15
 2015 2015 1 No

WYANT, ROBERT
 Invoice Date: 10/05/2015 Due Date: 10/13/2015
 2015-9089- 003 -08 -9089-803

REMIT ADDRESS

V1103 WINTER COAT ETC (RED HO \$ 121.03

CHECK TOTAL (CHECK #: 14214) = \$ 121.03

TOTAL CHECKS = \$ 99,426.28

TOTAL BANK (TRUST AGENCY FD) = \$ 99,426.28

TOTAL PAYMENTS = \$ 99,426.28

TOWN OF RHINEBECK

RESOLUTION NO. 2015219

PRELIMINARY CAPITAL PROJECT ABSTRACT, 2 CHECKS FOR \$124,910.53

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Capital Project Abstract, 2 Checks for \$124,910.53, to the Town Board for approval; and

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

RESOLVED, that the attached Preliminary Capital Project Abstract, 2 Checks for \$124,910.53, is approved for payment.

TOWN OF RHINEBECK

RESOLUTION NO. 2015220

SETTING 2016 BUDGET PUBLIC HEARING

WHEREAS, the Town Board must hold a public hearing on the Town Budget; now, therefore, be it

RESOLVED, that the Budget Public Hearing for the 2016 Town Budget shall be held on November 5, 2015 at 6:00 pm, and the Town Clerk is directed to provide proper legal notice of the same.

TOWN OF RHINEBECK

RESOLUTION NO. 2015221

TOWN HALL USAGE APPLICATION (GIRL SCOUTS)

WHEREAS, the Town Clerk's Office has received the attached application for the use of the Town Hall for a Girl Scouts function to be held on October 31, 2015; now, therefore, be it

RESOLVED, that the attached Town Hall usage application is approved.

TOWN OF RHINEBECK TOWN HALL USAGE APPLICATION

Application date 9/29/15

. When approved this application authorizes the sponsor to conduct the activity described. This authorization is subject to revocation by the Town

Board at any time.

.Applications must be submitted to Town Clerk's office at least 45 days prior to the requested event

Application is hereby made by:

NAME Elizabeth C. Johnson, Leader T-10279

ADDRESS 579 PRIMROSE Hill Rd, Rhinebeck, NY

PHONE NUMBER 845-876-6459 EMAIL ecorbettj4@Frontiernet.net

Name of event GIRL SCOUT PARTY

Date of event 10/31/2015 from 11⁰⁰ AM to 1⁰⁰ PM

Description of Event GIRL SCOUTS Juliette Lowe Birthday Party / TROOPS Event

Will there be amplified sound? no

Approximate number of attendee's expected 50

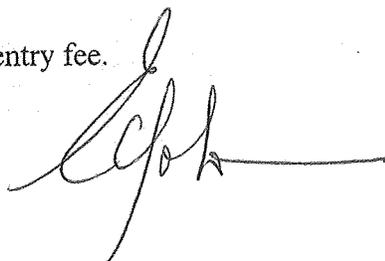
The applicant hereby agrees to indemnify and hold harmless the Town of Rhinebeck from any and all claims and judgments for personal injury or damage to property resulting directly or indirectly from the activities held and from any costs. Applicant agrees to clean up Town Hall after the event.

Security – Rhinebeck Village Police will receive notice of event, main entrance will be monitored by an adult volunteer, side and rear doors will not be used as entrances except for handicapped accessibility, east hallway and lower level are off limits and will be monitored by an adult, and bathrooms will be monitored by an adult.

Set-up – all garbage, trash and waster will be removed from the premises and restore hall tables and chairs per diagram on wall.

Applicant cannot charge entry fee.

Applicant signature Date

 9-29-15

MARCUS J. MOLINARO
COUNTY EXECUTIVE



CYNTHIA J. RUIZ
TRANSIT ADMINISTRATOR

COUNTY OF DUTCHESS

DEPARTMENT OF PUBLIC WORKS
DIVISION OF PUBLIC TRANSIT

September 16, 2015

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

COPY

Re: Dutchess County Public Transit Amenities Program

Dear Supervisor Spinzia:

Dutchess County Public Transit has received funding to support a Transit Amenities Program. The Program will enable Dutchess County to provide certain transit amenities to municipalities free of charge. The municipality will agree to erect, insure, maintain, and report annually on these amenities for the useful life of the amenity.

Enclosed you will find an agreement which will authorize your municipality to accept certain transit amenities such as bus stop signs and bike racks, as well as reimbursement for amenities such as benches and other amenities as applicable. This agreement will replace a former agreement for some municipalities and serve as an original agreement for others. The agreement does not require municipalities to accept amenities. No municipality must accept an amenity, however one cannot be provided without the agreement in place.

Please sign and return this agreement to:

Renee Osterhoudt
Dutchess County Public Transit
14 Commerce Street
Poughkeepsie, NY 12603

Thank you for your anticipated response to this request. Should you have any questions or comments regarding the program or the agreement, please feel free to contact me.

Sincerely,

Cynthia Ruiz, Transit Administrator
(845)473-8521



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|----------|-------------------------------|--|
| PRODUCER | CONTACT NAME: | |
| | PHONE (AG, No, Ext): | FAX (AG, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: | Admitted in NYS (AM Best rated A- or Better) |
| | INSURER B: | Non-Admitted in NYS (AM Best rated A+ or Better) |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADMITTED IN NY | INSURER | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------------------------------|--|----------------|---------|---------------|-------------------------|-------------------------|--|
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | X | Policy Number | | | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | |
| <input checked="" type="checkbox"/> | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | X | X | Policy Number | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| <input checked="" type="checkbox"/> | UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | X | X | Policy Number | | | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) (If yes, describe under DESCRIPTION OF OPERATIONS below) | | N/A | X | Policy Number | | <input checked="" type="checkbox"/> STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | Professional Liability (if required) | | | Policy Number | | | \$1,000,000 Occurrence \$3,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Dutchess included as additional insured on a primary and non-contributory basis for General Liability, Auto Liability and Excess/Umbrella Liability. General Liability additional insured forms CG2037 7/04 and CG2010 4/13 editions or their equivalent are included. Waiver of Subrogation in favor of County of Dutchess included on General Liability, Auto Liability, Excess/Umbrella Liability, and Workers Compensation. 30 Day Notice of Cancellation or Material Change to Certificate Holder is included.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| County of Dutchess Attn: County Attorney 22 Market Street Poughkeepsie, NY 12601 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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BUS STOP SIGN AMENITIES
INTER-MUNICIPAL AGREEMENT
BETWEEN THE COUNTY OF DUTCHESS AND TOWN OF RHINEBECK

THIS AGREEMENT by and between the County of Dutchess, a municipal corporation, one of the counties of the State of New York, having its offices located at 22 Market Street, Poughkeepsie, New York 12601, hereinafter referred to as the "County" and the TOWN OF RHINEBECK, a municipal corporation of the State of New York, having its offices located at 80 East Market Street, Rhinebeck, NY 12572, hereinafter referred to as the "Municipality".

WHEREAS, Article IX (Local Governments) of the New York State Constitution, and Article 5-G Section 119-o of the General Municipal Law of the State of New York authorize municipalities of the State of New York to enter into inter-municipal agreements for the performance of cooperative activities; and

WHEREAS, Section 5307 of Title 49, United States Code, provides federal assistance for public transportation in urbanized areas, to be administered by the Federal Transportation Administration; and

WHEREAS, the County presently operates a public transit system, consisting of, among other things, fixed routes throughout Dutchess County, including ingress and egress to the Municipality; and

WHEREAS the County and the Municipality desire to enhance public transportation service and improve passenger safety and convenience through the installation of bus stop signs, shelters and other amenities within the Municipality.

NOW, THEREFORE, in consideration of the covenants herein set forth, it is mutually agreed by and between the County and the Municipality as follows:

1. **BUS STOP SIGNS, SHELTERS AND OTHER AMENITIES:** From time to time, the County acquires bus stop signs, free standing bus shelters and other amenities of various types with Federal Transit Administration (FTA), New York State and County funds. Certain of those signs, shelters and other amenities shall be available to the Municipality through the Dutchess County Bus Stop Sign and Shelter Program (the Program) as hereinafter provided.

2. **PROGRAM ATTACHED:** A copy of the Program is attached hereto and made a part hereof as Exhibit "A". The Municipality agrees to comply with the Program, which addresses details not addressed in this Agreement. The County may make changes to the Program from time to time. The Municipality, however, may refuse to accept those changes for signs, shelters and other amenities it received prior to the changes. The changes shall be mandatory only for signs, shelters and other amenities received after the changes were made.

3. **SIGN, SHELTER AND AMENITY EQUIPMENT LEASE:** From time to time, the Municipality will be advised of available signs, shelters and other amenities for which it may apply. If the County approves that application, the Municipality shall, at its expense erect,

maintain, and insure each sign, shelter or other amenity it receives pursuant to this Agreement. By this Agreement, the County leases to the Municipality and the Municipality leases from the County various signs, shelters and other amenities as herein provided.

From time to time, the Municipality will be advised that certain transit-related amenities purchased by a Municipality may be reimbursable at a set rate determined by an existing state contract. The Municipality would get prior approval from the County, purchase the amenity and submit reconciled payment documentation for reimbursement for the set rate per amenity.

4. NOTIFICATION AND DELIVERY: Within ninety (90) days of notification that its application for a sign and/or shelter or amenity has been accepted by the County, the Municipality shall erect such sign, shelter or amenity, in accordance with the manufacturer's guidelines, at a designated location within the Municipality. Such sign and/or shelter or amenity will be available for pick-up by the Municipality, at its expense, at the County's bus facility at 14 Commerce Street, Poughkeepsie, New York as the parties agree. If the sign, shelter or amenity has not been erected within ninety (90) days of notification, the County may withdraw its sign, shelter or amenity offer upon thirty (30) days written notice.

5. INSPECTION/MAINTENANCE FORM AND USEFUL LIFE. After the sign, shelter or other amenity has been erected by the Municipality, the Municipality shall inspect it and issue an inspection/maintenance form if the sign, shelter or other amenity has been erected in compliance with this Agreement and the Program. The Municipality shall obtain, at its expense, any and all permits or other authorizations that may be required to erect and maintain the signs, shelters or other amenity. The useful life for Program purposes of a Program sign is ten (10) years and for a Program shelter is fifteen (15) years, measured from issuance of an inspection/maintenance form. The useful life for an amenity shall be as the Program provides.

After the useful life of a sign, shelter or other amenity has expired, the Municipality may either, if it is no longer functional, remove and properly dispose of it, or if it is still functional, continue to maintain it. The Municipality shall notify the County when it intends to remove an existing sign, shelter or other amenity.

6. MAINTENANCE: The Municipality shall maintain the sign, shelter or other amenity and keep them clean and in good repair at all times. Any damage due to weather, vandalism or other causes shall be promptly repaired or replaced at the expense of the Municipality. The Municipality shall submit an updated inspection/maintenance form annually.

7. SNOW AND ICE CONTROL. The Municipality shall remove all ice and snow from any sign or amenity and from and about any shelter including its roof and sides promptly after any ice has formed and snow has ceased to fall and shall comply with all requirements in connection therewith.

8. ADVERTISING: No advertising shall be placed upon, in or about any sign, shelter or other amenity without the consent of the County which the County may withhold in its sole discretion.

9. EXISTING SIGN & SHELTER INVENTORY: Signs, shelters and other amenities within the Municipality previously provided by the County are described on Exhibit

"B" by: nearest cross streets, sign, shelter or amenity number, last inspection date, maintenance dates, and if available, a certificate of completion date or first date of service. The Municipality agrees to insure, maintain and dispose of those signs, shelters and other amenities in the same manner as all others provided to it through the Program and this Agreement. The Municipality shall provide the County with a copy of the Inventory once a year, in July of each year.

10. SIGN, SHELTER & OTHER AMENITY INVENTORY AFTER EXECUTION. The Municipality shall keep an inventory of all signs, shelters and other amenities provided to it by the County after execution of this Agreement with the same information as is required for Exhibit "B". The Municipality shall provide the County with a copy of the Inventory once a year, in October of each year.

11. COUNTY VISUAL INSPECTION. Twice annually, or as necessary, the County will undertake a visual inspection of the signs, shelters and other amenities and will advise the Municipality of its observations. Promptly after receipt thereof, the Municipality shall correct any deficiencies noted therein and so advise the County. If the Municipality fails to correct any such deficiency, the County may upon ten (10) days written notice of its intention to do so, correct the deficiency, as appropriate, or remove and dispose of the shelter, sign or other amenity all at the Municipality's expense. Notwithstanding the above, in an emergency the County may take immediate action.

12. ANNUAL REVIEW: During the first week of October, the Municipality shall conduct an annual review of all Program signs, shelters and other amenities. It shall provide the County with a copy of completed inspection/maintenance forms within twenty (20) days of its completion.

13. CHANGED CIRCUMSTANCES: If, as a result of a reduction or change in service, a bus stop is removed from service or relocated, the Municipality shall promptly remove the sign, shelter or other amenity located at that stop and shall relocate the sign, shelter or other amenity as the County directs.

14. NOTICE. Any notice required or desired to be given or served by either party shall be deemed to have been given or served by either party to when made in writing and mailed, by certified or registered mail, postage pre-paid, addressed as follows:

Municipality: Town of Rhinebeck
80 East Market Street
Rhinebeck, NY 12572

County: Dutchess County Commissioner of Dept. of Public Works and
Dutchess County Transit Administrator
626 Dutchess Turnpike
Poughkeepsie, NY 12603

The addresses may be changed from time to time by either party by serving notice.

15. RULES AND REGULATIONS. The Municipality agrees to abide by applicable federal and state laws and rules and regulations with respect to bus signs, shelters and other amenities including but not limited to 49 USCA 5307(a)(2). The Municipality shall perform, using standards of care acceptable to the County and in strict compliance with all applicable federal, including but not limited to 49 USCA 5307(a)(2), state and local laws, regulations and procedures, these services required pursuant to this Agreement.

16. DEFENSE AND INDEMNIFICATION

GENERAL LIABILITY: For all matters other than those arising out of the Municipality's professional services (such other matters commonly referred to as "General Liability Claims"), the Municipality agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising directly or indirectly from this Agreement. The Municipality shall investigate, handle, respond to and defend any such claims, demands or suits at his sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder for either professional or non-professional services would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

17. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Municipality and its sub contractors, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

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

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

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be

listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Municipality. The Municipality and its sub contractors(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

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

Dutchess County Attorney
County Office Building
22 Market Street

Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Municipality to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Municipality to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Municipality from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Municipality concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

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

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Municipality until the Municipality furnishes such additional security as is determined necessary by the County.

17. NON-DISCRIMINATION. No services to be rendered pursuant to, or in connection with, this Agreement may be refused to any person because of age, race, color, creed, sex, sexual orientation, national origin, disability or marital status

Municipality shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all federal, state and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

18. RETENTION OF RECORDS. The Municipality agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice, and shall be maintained for a period of six (6) years after termination of this Agreement.

19. TERM: This Agreement shall commence on October 1, 2015 and terminate on September 30, 2020.

Dated:

APPROVED AS TO FORM:

ACCEPTED : DUTCHESS COUNTY

County Attorney's Office

Marcus J. Molinaro, County Executive

APPROVED AS TO CONTENT:

TOWN OF RHINEBECK

Department of Public Works

Elizabeth Spinzia, Town Supervisor

Public Transit

EXHIBIT A

DUTCHESS COUNTY
TRANSIT AMENITIES PROGRAM

Dutchess County has and is distributing bus stop signs, bus stop shelters, and other amenities for use throughout the County. The signs, shelters and other amenities are placed along fixed bus routes to identify the location as a bus stop and to offer shelter to passengers. These amenities are funded with Federal Transit Administration Section 5307, New York State, and/or County funds.

All transit amenities are the property of Dutchess County; however, they are leased to, insured by, and in the care of the municipality in which they were erected. A municipality that wants a bus stop sign, shelter or other amenity must apply to the County for them. Upon award, the municipality must enter into an intermunicipal agreement with the County (see sample intermunicipal agreement) to erect, maintain, and insure any bus stop sign, shelter or amenity it is to receive or has received from the County. Each municipality seeking a new award must do so even for existing bus stop signs and shelters, if they were previously provided by the County and there is now no intermunicipal agreement in place requiring the municipality to erect, maintain and insure them.

Bus stop signs have a useful life of ten (10) years and shelters fifteen (15) years. The Program will establish the useful life for amenities on a case by case basis. Some agreements will be ongoing as shelters and signs are replaced.

Various factors are taken into consideration in establishing the bus stop location hierarchy. A primary consideration in establishing the location hierarchy is the number of boardings at each stop listed on the Dutchess County LOOP Bus Schedules. Stops that have a high number of boardings on average will be ranked higher than stops with a lower number of boardings. The demographics of the passengers using the stops will also be considered. If there are a high number of senior citizens or people with disabilities who may need to sit to wait for the bus, this will be factored in.

Communities which enter into the intermunicipal agreement referenced above may also receive, for bus stops that do not have a shelter, bus stop signs to be erected, maintained and

insured by the municipality for designated bus stops listed on the LOOP fixed route bus schedule. The New York State Department of Transportation may assist in erecting signs and shelters as needed.

Dutchess County Public Transit (DCPT) manages the Bus Stop Sign and Shelter Program and may in its discretion may make changes to the Program. DCPT will facilitate the delivery and monitoring of bus stop signs and shelters. DCPT will also assist municipalities in erecting the shelters as needed.

