

**Town of Rhinebeck  
Regular Board Meeting**

**Agenda**

June 13, 2016 6:45 pm

Draft 6/10/2016 11:42:39 AM

**A. Call to Order**

**B. Pledge of Allegiance**

**C. Approval of Prior Minutes**

1. May 23, 2016 Regular Town Board Minutes
2. June 1, 2016 Special Town Board Minutes

**D. Announcements**

**E. Public Hearings**

1. A Local Law Permitting the Town to Award Purchase Contracts Pursuant to General Municipal Law Section 103(1) on the Basis of Best Value [Previously Adjourned May 23, 2016]
2. A Local Law Repealing Chapter 78, Historic Buildings, and Amending Chapter 125, Zoning, of the Town of Rhinebeck Code

**F. Committee & Liaison Reports**

**G. Presentations**

1. Cemetery Committee
2. Rhinebeck at Home on Senior Transportation (Tab 15)
3. Committee on Aging
4. PANDA on Shared Services Grant for Tivoli

**H. Resolutions**

1. Resolution 2016154 Preliminary Accounts Payable Abstract 6, V639-V685, 36 Checks for \$18,153.86
2. Resolution 2016155 Capital Project Abstract, 2 Checks for \$24,719.04
3. Resolution 2016156 Budget Transfers and Amendments
4. Resolution 2016157 Employee Pool Passes
5. Resolution 2016158 Disposal of Non-Functioning Office Equipment
6. Resolution 2016159 Application for Public Display of Fireworks

**Town of Rhinebeck  
Regular Board Meeting**

**Agenda**

June 13, 2016 6:45 pm

7. Resolution 2016160 Letter of Understanding with Frost Memorial Fund, Inc. in Connection with a \$100,000 Grant Request for the Construction of a Pavilion at the Thomas Thompson Sally Mazzarella Park
8. Resolution 2016161 Recreation Programs
9. Resolution 2016162 Engineering Study of Drainage Model for Recreation Park Athletic Fields
10. Resolution 2016163 Commencing the Local Law Adoption Process for Local Law No. \_\_\_ of 2016 Amending Chapter A130 of the Town Code Creating a Recreation Advisory Committee
11. Resolution 2016164 Adopting Local Law No. \_\_\_ of 2016 Entitled "A Local Law Permitting the Town to Award Purchase Contracts Pursuant to General Municipal Law Section 103(1) on the Basis of Best Value"
12. Resolution 2016165 Amendment to the Intermunicipal Shared Technology Services Cooperation Agreement with the Village of Rhinebeck
13. Resolution 2016166 Appointment to Aging Committee
14. Resolution 2016167 Revised 2016 Seasonal License Agreement from the Town of Rhinebeck to Farber Brothers Inc. to Use the Town's Waterfront Facilities in Connection with a Water Taxi Route Between Rhinecliff and Kingston, New York

**I. New Business**

**J. Discussion Items**

1. Cell phone for Cemetery Caretaker
2. Clerical help for Cemetery
3. Overtime for Cemetery Caretaker
4. Green Initiative and Senior Newsletter
5. County Grants

**K. Public Comment on Non-Agenda Items**

**L. Motion for Executive Session**

**M. Adjournment**

**Town of Rhinebeck**  
**Regular Board Meeting**  
**Minutes**

May 23, 2016 6:45 pm

Draft of 5/26/2016 3:31 PM

Deputy Supervisor Scherr called the meeting to order at 6:45 pm

Present: Deputy Supervisor Allan Scherr  
Councilperson Elaine Fernandez  
Councilperson Joseph Gelb  
Councilperson Ed Roberts

Absent: Supervisor Elizabeth Spinzia

Others Present: Dod Crane, Open Space Affordable Housing Committee  
Nina Lynch, Open Space Affordable Housing Committee  
Jonathan Mensch, Co-Chair, Open Space Affordable Housing Committee  
Roger Quon, TTSM Park Committee  
Heath Tortarella, Village Mayor  
5 members of the public  
1 member of the press

Recording Secretary: Jon Gautier

The Pledge of Allegiance was recited.

**A. Executive Session**

At 6:46 pm by unanimous voice vote the Board retired to executive session to discuss matters leading to the appointment of a particular person or corporation.

The Board returned to regular session and resumed the meeting by unanimous voice vote at 6:50 pm.

**B. Approval of Prior Minutes**

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

1. May 9, 2016 Regular Town Board Meeting

**C. Announcements**

1. Councilperson Roberts announced that Grievance Day is May 25; and that the Town has openings for a part-time bookkeeper, a part-time payroll clerk, a part-time zoning board secretary, and a part-time planning board secretary.
2. Councilperson Fernandez announced that Waterfront day is June 11 from 11 am to 7pm.

**Town of Rhinebeck**  
**Regular Board Meeting**  
**Minutes**  
**May 23, 2016 6:45 pm**

**D. Public Hearing**

At 6:53 pm Deputy Supervisor Scherr opened a public hearing on "A Local Law Permitting the Town to Award Purchase Contracts Pursuant to General Municipal Law Section 103(1) on the Basis of Best Value," no one wishing to be heard, at 6:54 pm the public hearing was adjourned by unanimous voice vote to June 13, 2016 at 6:45 pm at the Rhinebeck Town Hall.

**E. Presentations**

1. Jonathan Mensch, Co-Chair of the Open Space Affordable Housing Committee, spoke on retaining a consulting firm to advise the Committee on affordable housing needs.

**F. Resolutions**

1. Resolution 2016143 Preliminary Accounts Payable Abstract 5B, V589-V638, 44 Checks for \$72,118.77

Motioned by Deputy Supervisor Scherr  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016143 Preliminary Accounts Payable Abstract 5B, V589-V638, 44 Checks for \$72,118.77 adopted 4-0.

2. Resolution 2016144 Capital Project Abstract, 4 Checks for \$5,354.60

Motioned by Deputy Supervisor Scherr  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016144 Capital Project Abstract, 4 Checks for \$5,354.60 adopted 3-

**Town of Rhinebeck**  
**Regular Board Meeting**  
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0.

3. Resolution 2016145 Budget Transfers and Amendments

Motioned by Deputy Supervisor Scherr  
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016145 Budget Transfers and Amendments adopted 4-0.

4. Resolution 2016146 Town Hall Use Application (Museum of Rhinebeck History)

Motioned by Deputy Supervisor Scherr  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016146 Town Hall Use Application (Museum of Rhinebeck History) adopted 4-0.

5. Resolution 2016147 Grant Applications to Dutchess County for Municipal Shared Services Grants

Motioned by Deputy Supervisor Scherr  
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016147 Grant Applications to Dutchess County for Municipal Shared

**Town of Rhinebeck**  
**Regular Board Meeting**  
**Minutes**  
**May 23, 2016 6:45 pm**

Services Grants adopted 4-0.

6. Resolution 2016148 Retaining Patterns for Progress to Prepare Study of Housing Needs

Motioned by Councilperson Gelb  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016148 Retaining Patterns for Progress to Prepare Study of Housing Needs adopted 4-0.

7. Resolution 2016149 Appointment to Recreation Committee tabled on the floor by unanimous voice vote (Scherr motion; Fernandez second).
8. Resolution 2016150 Recreation Summer Hire for 2016

Motioned by Deputy Supervisor Scherr  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016150 Recreation Summer Hire for 2016 adopted 4-0.

9. Resolution 2016151 Printer for Building Department and Zoning Enforcement Office

Motioned by Deputy Supervisor Scherr  
Seconded by Councilperson Fernandez

Voice Vote:

Supervisor Spinzia	Absent
Deputy Supervisor Scherr	Aye
Councilperson Fernandez	Aye

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Councilperson Gelb	Aye
Councilperson Roberts	Aye

Resolution 2016151 Printer for Building Department and Zoning Enforcement Office adopted 4-0.

**G. Discussion Items**

1. The Board discussed zoning amendments for civic overlay districts and Councilperson Gelb read a message from Chris Lipscomb, Co-Chair of the Open Space Affordable Housing Committee, concerning possible housing near the transfer station.

**H. Public Comment on Non-Agenda Items**

1. Roger Quon, representing the "Rhinebeck Field Partnership" spoke on construction of athletic fields at the TTSM Park.

**I. Executive Session**

At 7:31 pm by unanimous voice vote the Board retired to executive session to discuss collective negotiations pursuant to article fourteen of the civil service law.

**J. Adjournment**

The Board returned to regular session and adjourned by unanimous voice vote at 7:40 pm.

Respectfully submitted,

Jon Gautier  
Town Clerk

**Town of Rhinebeck  
Special Board Meeting  
Minutes  
June 1, 2016**

Draft of 6/3/2016 2:15 PM

Supervisor Spinzia called the meeting to order at 6:01 pm

Present:                   Supervisor Elizabeth Spinzia  
                              Deputy Supervisor Allan Scherr  
                              Councilperson Elaine Fernandez  
                              Councilperson Joseph Gelb  
                              Councilperson Ed Roberts

Absent:                   None

Others Present:        Ted Fink, Planning Consultant  
                              Warren Replansky, Town Attorney  
                              13 members of the public

Recording Secretary: Jon Gautier

The Pledge of Allegiance was recited.

**A. Discussion Items**

The Board discussed proposed changes to the zoning law in connection with an application from Ruge's Chrysler.

**B. New Business**

1. The Board discussed applying for various County grants.
2. The Board discussed a pending grant for the TTSM Park from the Frost Fund.

**C. Adjournment**

The Board returned adjourned by unanimous voice vote at 7:05 pm.

Respectfully submitted,

Jon Gautier  
Town Clerk

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016154**

**PRELIMINARY ACCOUNTS PAYABLE ABSTRACT 6, V639-V685, 36 CHECKS FOR  
\$18,153.86**

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Accounts Payable Abstracts 6, V639-V685, 36 Checks for \$18,153.86, 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 Accounts Payable Abstracts 6, V639-V685, 36 Checks for \$18,153.86, are approved for payment.

**DRAFT**

TOWN OF RHINEBECK  
 PRELIMINARY ABSTRACT 6 V639-V685 36 CHECKS DUE 6-13-16  
 Executed By: sday

PAGE: 1  
 TIME: 17:25:48  
 DATE: 06/09/2016

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

Bank: TRUST AGENCY FD TRUST AGENCY FD

-----Checks-----

Vendor:	CARDMEMBER SERVICE	CARDMEMBER SERVICE	REMIT ADDRESS
Invoice ID: 2036	Invoice Date: 04/25/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	000 -01 -1650-449	000 -200	V643 STAMP.COM FEE \$ 15.99
Invoice ID: 2249	Invoice Date: 05/05/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	2016-5720- 000 -06 -5720-100	000 -200	V643 2 LIFE JACKETS FOR DOCK \$ 107.98
Invoice ID: 4511	Invoice Date: 04/28/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	000 -01 -1680-400	000 -200	V643 RHINEBECKNY.GOV REG FEE \$ 125.00
Invoice ID: 4969	Invoice Date: 05/05/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	000 -01 -1650-449	000 -200	V643 MAIL CHIMP MONTHLY FEE \$ 15.00
Invoice ID: 5451	Invoice Date: 04/25/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	000 -01 -1650-449	000 -200	V643 POSTAGE FOR STAMP.COM \$ 200.00
Invoice ID: 6136	Invoice Date: 05/06/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	000 -01 -1650-449	000 -200	V643 POSTAGE FOR STAMP.COM \$ 100.00
Invoice ID: 6172	Invoice Date: 04/25/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	000 -01 -1680-400	000 -200	V643 RHINEBECK-NY.GOV REG FEE \$ 125.00
Invoice ID: 7968	Invoice Date: 05/13/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	000 -01 -1220-447	000 -200	V643 DAY BAL OF HOTEL MAY 11 \$ 135.72
			CHECK TOTAL (CHECK #: 15140 ) = \$ 824.69

Vendor:	CENTRAL HUDSON	CENTRAL HUDSON GAS & ELECTRIC CORP	REMIT ADDRESS
Invoice ID: 56091880007MY16	Invoice Date: 05/19/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	000 -06 -7180-431	000 -200	V646 4-18 THRU 5-19 7252KWH P \$ 337.96
Invoice ID: 56091890022MY16	Invoice Date: 05/19/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	000 -04 -5132-431	000 -200	V646 4-18 THRU 5-19 0KWH & 8 \$ 159.35
2016 2016 2 Yes	000 -04 -5132-431	000 -200	V646 GENERATION CREDIT MAY 2 \$ 159.35-
			INVOICE TOTAL (INVOICE ID: 56091890022MY16 ) = \$ 0.00
Invoice ID: 56612065005MY16	Invoice Date: 05/24/2016	Due Date: 06/13/2016	
2016 2016 1 Yes	000 -07 -8161-431	000 -200	V646 4-26 THRU 5-24 0KWH & 3. \$ 116.30
2016 2016 2 Yes	000 -07 -8161-431	000 -200	V646 GENERATION CREDIT 5-27 3 \$ 20.74-
			INVOICE TOTAL (INVOICE ID: 56612065005MY16 ) = \$ 95.56
			CHECK TOTAL (CHECK #: 15141 ) = \$ 433.52

Vendor:	ABC PEST CONTROL	ABC PEST CONTROL	REMIT ADDRESS
Invoice ID: 88552	Invoice Date: 05/02/2016	Due Date: 06/13/2016	
2016 2016 1 No	2016-7180- 000 -06 -7180-427	000 -200	V639 MAY TREATMENT \$ 125.00
			CHECK TOTAL (CHECK #: 15142 ) = \$ 125.00

Vendor:	ADOLPH KIEFER &	ADOLPH KIEFER & ASSOCIATES	REMIT ADDRESS
Invoice ID: 609434	Invoice Date: 05/17/2016	Due Date: 06/13/2016	
2016 2016 1 No	2016-7180- 000 -06 -7180-410	000 -200	V640 2 LIFE GUARD UMBRELLAS \$ 179.90
2016 2016 2 No	2016-7180- 000 -06 -7180-410	000 -200	V640 20 WHISTLES DELUXE \$ 27.10
2016 2016 3 No	2016-7180- 000 -06 -7180-410	000 -200	V640 SHIPPING \$ 9.52
			INVOICE TOTAL (INVOICE ID: 609434 ) = \$ 216.52
			CHECK TOTAL (CHECK #: 15143 ) = \$ 216.52

Vendor:	AUGUSTINE LANDSCAPING & NURSER	AUGUSTINE LANDSCAPING & NURSERY	REMIT ADDRESS
Invoice ID: 4-23-16	Invoice Date: 04/23/2016	Due Date: 06/13/2016	
2016 2016 1 No	3363 000 -07 -8810-410	000 -200	V641 14 6'STAKES WITH WIRE & \$ 210.00
			CHECK TOTAL (CHECK #: 15144 ) = \$ 210.00

TOWN OF RHINEBECK  
 PRELIMINARY ABSTRACT 6 V639-V685 36 CHECKS DUE 6-13-16  
 Executed By: sday

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 TIME: 17:25:48  
 DATE: 06/09/2016

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
Vendor: BROWNE, JASON			BROWNE, JASON			REMIT ADDRESS		
Invoice ID: JAN-JUN 2016 VB			Invoice Date: 05/24/2016			Due Date: 06/13/2016		
2016	2016	1	No	RES #20151	000 -06 -7620-451	000 -200	V642 VOLLEYBALL INSTRUCTOR JA	\$ 200.00
								-----
CHECK TOTAL (CHECK #: 15145 ) = \$								200.00
Vendor: CDPHP			CAP DIST. PHYSICIANS' HEALTH PLAN, INC.			REMIT ADDRESS		
Invoice ID: 161340030162			Invoice Date: 05/13/2016			Due Date: 06/13/2016		
2016	2016	1	No		000 -08 -9060-801	000 -200	V644 JUNE COVERAGE CB	\$ 287.20
2016	2016	2	No		000 -08 -9060-801	000 -200	V644 JUNE COVERAGE FM	\$ 287.20
2016	2016	3	No		001 -08 -9060-801	001 -200	V644 JUNE COVERAGE NC	\$ 287.20
2016	2016	4	No		001 -08 -9060-801	001 -200	V644 JUNE COVERAGE TC	\$ 287.20
2016	2016	5	No		003 -08 -9060-802	003 -200	V644 JUNE COVERAGE JK	\$ 287.20
2016	2016	6	No		003 -08 -9060-802	003 -200	V644 JUNE COVERAGE GR	\$ 574.40
2016	2016	7	No		003 -08 -9060-802	003 -200	V644 JUNE COVERAGE JC	\$ 287.20
								-----
INVOICE TOTAL (INVOICE ID: 161340030162 ) = \$								2,297.60
CHECK TOTAL (CHECK #: 15146 ) = \$								2,297.60
Vendor: CENTRAL HUDSON			CENTRAL HUDSON GAS & ELECTRIC CORP			REMIT ADDRESS		
Invoice ID: 52521840008MY16			Invoice Date: 05/27/2016			Due Date: 06/13/2016		
2016	2016	1	No		022 -07 -8130-460	022 -200	V645 3-29 THRU 5-27 1233KWH	\$ 90.31
2016	2016	2	No		022 -07 -8130-460	022 -200	V645 3-29 THRU 5-27 2653KWH	\$ 113.48
								-----
INVOICE TOTAL (INVOICE ID: 52521840008MY16 ) = \$								203.79
Invoice ID: 54111260003MY16			Invoice Date: 05/31/2016			Due Date: 06/13/2016		
2016	2016	1	No		001 -04 -5182-400	001 -200	V645 MAY 2016 1834KWH	\$ 661.64
Invoice ID: 54111280001MY16			Invoice Date: 05/31/2016			Due Date: 06/13/2016		
2016	2016	1	No		020 -04 -5182-400	020 -200	V645 MAY 2016 1660KWH	\$ 899.88
								-----
CHECK TOTAL (CHECK #: 15147 ) = \$								1,765.31
Vendor: CONSTELLATION NEWENERGY, INC			CONSTELLATION NEWENERGY, INC			REMIT ADDRESS		
Invoice ID: 32729746			Invoice Date: 05/21/2016			Due Date: 06/13/2016		
2016	2016	1	No		000 -06 -7180-431	000 -200	V647 4-18 THRU 5-18 7252KWH	\$ 286.07
Invoice ID: 32884423			Invoice Date: 05/29/2016			Due Date: 06/13/2016		
2016	2016	1	No		022 -07 -8130-460	022 -200	V648 3-29 THRU 5-26 1233KWH	\$ 98.02
2016	2016	2	No		022 -07 -8130-460	022 -200	V648 3-29 THRU 5-26 2653KWH	\$ 210.91
								-----
INVOICE TOTAL (INVOICE ID: 32884423 ) = \$								308.93
CHECK TOTAL (CHECK #: 15148 ) = \$								595.00
Vendor: CONWAY'S LAWN & POWER EQUIP., INC			CONWAY'S LAWN & POWER EQUIP., INC.			REMIT ADDRESS		
Invoice ID: 101738			Invoice Date: 03/31/2016			Due Date: 06/13/2016		
2016	2016	1	No	2016-8810-	000 -07 -8810-427	000 -200	V685 2 12V BATTERIES FOR MOWE	\$ 99.98
Invoice ID: 102877			Invoice Date: 04/28/2016			Due Date: 06/13/2016		
2016	2016	1	No		000 -07 -8810-427	000 -200	V685 6QTS 10W40 OIL	\$ 29.94
2016	2016	2	No		000 -07 -8810-427	000 -200	V685 2 AUTOCUT 25 BLADES	\$ 59.98
2016	2016	3	No		000 -07 -8810-410	000 -200	V685 1 PAIR HEARING PROTECTOR	\$ 26.99
2016	2016	4	No		000 -07 -8810-410	000 -200	V685 2 TRIMMER STRING	\$ 71.98
								-----
INVOICE TOTAL (INVOICE ID: 102877 ) = \$								188.89
CHECK TOTAL (CHECK #: 15149 ) = \$								288.87
Vendor: CUNNINGHAM, BARBARA			CUNNINGHAM, BARBARA			REMIT ADDRESS		
Invoice ID: JUNE 2016			Invoice Date: 06/09/2016			Due Date: 06/13/2016		
2016	2016	1	No		000 -08 -9060-801	000 -200	V649 JUNE COVERAGE	\$ 397.55
								-----
CHECK TOTAL (CHECK #: 15150 ) = \$								397.55

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 PRELIMINARY ABSTRACT 6 V639-V685 36 CHECKS DUE 6-13-16  
 Executed By: sday

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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	====	==	=====	=====	=====	=====
Vendor: D&J DISTRIBUTOR					D&J DISTRIBUTORS		REMIT ADDRESS	
Invoice ID: 68163					Invoice Date: 04/29/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-7180-	000 -06 -7180-440	000 -200	V650 SHOWER REPAIRS 12 QUAD R	\$ 65.52
2016	2016	2	No	2016-7180-	000 -06 -7180-440	000 -200	V650 SHIPPING	\$ 10.00
INVOICE TOTAL (INVOICE ID: 68163 ) = \$								75.52
CHECK TOTAL (CHECK #: 15151 ) = \$								75.52
Vendor: DAILY FREEMAN					DAILY FREEMAN		REMIT ADDRESS	
Invoice ID: 1004636					Invoice Date: 05/13/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-7550-	000 -01 -1410-449	000 -200	V651 50687 LL RE PURCHASE CON	\$ 37.80
Invoice ID: 1006304					Invoice Date: 05/13/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-7550-	000 -01 -1410-449	000 -200	V651 50687 AMND LL125 REPEAL	\$ 50.85
Invoice ID: 999725					Invoice Date: 05/12/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-7550-	000 -01 -1410-449	000 -200	V651 50687 PT HELP WANTED AD	\$ 225.00
CHECK TOTAL (CHECK #: 15152 ) = \$								313.65
Vendor: DUFFY LAYTON					DUFFY LAYTON CONTRACTING		REMIT ADDRESS	
Invoice ID: 26671					Invoice Date: 05/20/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-1620-	000 -01 -1620-475	000 -200	V652 3.5YDS COMPOST MULCH	\$ 115.50
CHECK TOTAL (CHECK #: 15153 ) = \$								115.50
Vendor: DUTCHESS SIGNS					DUTCHESS SIGNS		REMIT ADDRESS	
Invoice ID: 27926					Invoice Date: 05/21/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-7550-	000 -06 -7180-410	000 -200	V653 UPDATES TO POOL SIGN	\$ 25.00
Invoice ID: 27927					Invoice Date: 05/21/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-7550-	000 -06 -7550-401	000 -200	V653 10 LAWN SIGNS & STAKES-R	\$ 120.00
2016	2016	2	No	2016-7550-	000 -06 -7550-401	000 -200	V653 4 SHUTTLE PARKING SIGN R	\$ 80.00
INVOICE TOTAL (INVOICE ID: 27927 ) = \$								200.00
CHECK TOTAL (CHECK #: 15154 ) = \$								225.00
Vendor: ESC ENVIRONMENT					ESC ENVIRONMENTAL		REMIT ADDRESS	
Invoice ID: 997015					Invoice Date: 04/28/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-7180-	000 -06 -7180-433	000 -200	V655 4-28 300GAL @ \$1.52 SODI	\$ 456.00
2016	2016	2	No	2016-7180-	000 -06 -7180-433	000 -200	V655 6 50LB BAGS BICARBONATE	\$ 126.00
INVOICE TOTAL (INVOICE ID: 997015 ) = \$								582.00
Invoice ID: 997067					Invoice Date: 05/19/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-7180-	000 -06 -7180-433	000 -200	V654 5-19 280 @ \$1.52 SODIUM	\$ 425.60
CHECK TOTAL (CHECK #: 15155 ) = \$								1,007.60
Vendor: EVOLUTION TECH					EVOLUTION TECHNOLOGIES		REMIT ADDRESS	
Invoice ID: 23-2016					Invoice Date: 05/20/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-1110-	000 -01 -1110-401	000 -200	V656 5HRS JOHNSON EMAIL-PROFI	\$ 450.00
Invoice ID: 24-2016					Invoice Date: 06/01/2016		Due Date: 06/13/2016	
2016	2016	1	No	2016-1110-	000 -01 -1110-401	000 -200	V657 MAINT CONTRACT 6-2016 TH	\$ 2,500.00
CHECK TOTAL (CHECK #: 15156 ) = \$								2,950.00
Vendor: F&M PRINTING					F&M PRINTING INC.		REMIT ADDRESS	
Invoice ID: 7619					Invoice Date: 05/04/2016		Due Date: 06/13/2016	
2016	2016	1	No	3384	001 -07 -8010-410	001 -200	V658 RED WING MAPS FOR WSR	\$ 8.00
2016	2016	2	No	3385	001 -07 -8010-410	001 -200	V658 KINLAN ZBA FOIL	\$ 15.00
2016	2016	3	No	3386	000 -07 -8810-410	000 -200	V658 150 PLOT PURCHASE CARDS	\$ 32.50
2016	2016	4	No	3386	001 -02 -3620-410	001 -200	V658 GARDENS MAPS	\$ 15.00
INVOICE TOTAL (INVOICE ID: 7619 ) = \$								70.50

TOWN OF RHINEBECK  
 PRELIMINARY ABSTRACT 6 V639-V685 36 CHECKS DUE 6-13-16  
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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT	
=====	==	=====	==	==	=====	=====	=====	=====	
						CHECK TOTAL (CHECK #:		15157 ) = \$	70.50
Vendor: FRED CARTIER						FRED C. CARTIER SERVICES		REMIT ADDRESS	
Invoice ID:	1283					Invoice Date:	05/03/2016	Due Date:	06/13/2016
2016	2016	1	No		001 -07 -8020-450	001 -200	V659 5-2 PLANNING MTG & DVD S	\$	85.00
Invoice ID:	1285					Invoice Date:	05/05/2016	Due Date:	06/13/2016
2016	2016	1	No		001 -07 -8010-410	001 -200	V660 5-4 ZBA MTG & DVD SALE	\$	85.00
Invoice ID:	1288					Invoice Date:	06/03/2016	Due Date:	06/13/2016
2016	2016	1	No		000 -01 -1620-410	000 -200	V661 6-1 TOWN BOARD MTG & DVD	\$	85.00
2016	2016	2	No		001 -07 -8010-410	001 -200	V661 6-1 ZBA MTG & CD	\$	85.00
						INVOICE TOTAL (INVOICE ID: 1288		) = \$	170.00
						CHECK TOTAL (CHECK #:		15158 ) = \$	340.00
Vendor: FRONTIER						FRONTIER		REMIT ADDRESS	
Invoice ID:	8763203-JUN2016					Invoice Date:	05/28/2016	Due Date:	06/13/2016
2016	2016	1	No		000 -01 -1620-430	000 -200	V663 PHONES 5-28 THRU 6-27	\$	47.81
Invoice ID:	8763961-JUN2016					Invoice Date:	05/28/2016	Due Date:	06/13/2016
2016	2016	1	No		000 -07 -8810-430	000 -200	V663 PHONES 5-28 THRU 6-27	\$	41.39
2016	2016	2	No		000 -07 -8810-429	000 -200	V663 PHONES 5-28 THRU 6-27	\$	19.99
						INVOICE TOTAL (INVOICE ID: 8763961-JUN2016 ) = \$			61.38
Invoice ID:	8766161-JUN2016					Invoice Date:	05/28/2016	Due Date:	06/13/2016
2016	2016	1	No		000 -06 -7180-430	000 -200	V663 PHONES 5-28 THRU 6-27	\$	58.20
Invoice ID:	8766263-JUN2016					Invoice Date:	05/28/2016	Due Date:	06/13/2016
2016	2016	1	No	2016-5132-	000 -04 -5132-430	000 -200	V662 PHONE BILL 5/28-6/27/16	\$	144.43
						CHECK TOTAL (CHECK #:		15159 ) = \$	311.82
Vendor: HIGHWAY PART-TO						HIGHWAY PART-TOWN FUND		REMIT ADDRESS	
Invoice ID:	2016-CMTRY-APR					Invoice Date:	05/03/2016	Due Date:	06/13/2016
2016	2016	1	No		000 -07 -8810-450	000 -200	V664 APRIL GAS 41.4GAL @ \$1.6	\$	68.89
						CHECK TOTAL (CHECK #:		15160 ) = \$	68.89
Vendor: J.D. JOHNSON CO.						J.D. JOHNSON CO.		REMIT ADDRESS	
Invoice ID:	956501					Invoice Date:	05/27/2016	Due Date:	06/13/2016
2016	2016	1	No	2016-7180-	000 -06 -7180-440	000 -200	V665 PLUMBING REPAIR- 1 BRASS	\$	99.37
2016	2016	2	No	2016-7180-	000 -06 -7180-440	000 -200	V665 FREIGHT	\$	12.28
						INVOICE TOTAL (INVOICE ID: 956501		) = \$	111.65
						CHECK TOTAL (CHECK #:		15161 ) = \$	111.65
Vendor: JOAN LISHMAN						JOAN LISHMAN		REMIT ADDRESS	
Invoice ID:	564					Invoice Date:	05/09/2016	Due Date:	06/13/2016
2016	2016	1	No	2016-8010-	001 -07 -8010-459	001 -200	V666 5-4 PH TRANSCRIPT & 1	7 \$	546.00
						CHECK TOTAL (CHECK #:		15162 ) = \$	546.00
Vendor: LOCAL 445 WELFA						LOCAL 445 WELFARE FUND		REMIT ADDRESS	
Invoice ID:	JUNE 2016					Invoice Date:	06/08/2016	Due Date:	06/13/2016
2016	2016	1	No		003 -08 -9060-801	003 -200	V667 VISION COVERAGE	\$	192.00
						CHECK TOTAL (CHECK #:		15163 ) = \$	192.00
Vendor: NEW YORK COMMUN						NEW YORK COMMUNICATIONS CO., INC.		REMIT ADDRESS	
Invoice ID:	137020					Invoice Date:	06/01/2016	Due Date:	06/13/2016
2016	2016	1	No	2016-5010-	000 -04 -5010-401	000 -200	V668 JUNE RADIO RENTALS	\$	591.00
						CHECK TOTAL (CHECK #:		15164 ) = \$	591.00

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=====	==	=====	==	==	=====	=====	=====	=====
Vendor: RHINEBECK WATER			RHINEBECK WATER DEPARTMENT			REMIT ADDRESS		
Invoice ID: 100784			Invoice Date: 06/01/2016			Due Date: 06/13/2016		
2016	2016	1	No	2016-5132-	000 -04 -5132-432	000 -200	V669 BLDG WATER 2/15/16-5/15/	\$ 54.00
Invoice ID: 100966			Invoice Date: 06/01/2016			Due Date: 06/13/2016		
2016	2016	1	No	2016-5132-	000 -04 -5132-432	000 -200	V669 BACK LINE WATER 2/15/-5/	\$ 126.00
Invoice ID: 101023			Invoice Date: 06/01/2016			Due Date: 06/13/2016		
2016	2016	1	No	000 -07	-8810-432	000 -200	V670 2-17 / 5-15	\$ 75.00
CHECK TOTAL (CHECK #: 15165 ) = \$								255.00
Vendor: SHERROD, BARRY			SHERROD, BARRY			REMIT ADDRESS		
Invoice ID: 6-6/6-8 HOTEL			Invoice Date: 06/08/2016			Due Date: 06/13/2016		
2016	2016	1	No	2016-5010-	000 -04 -5010-447	000 -200	V671 JUN 6-8 HOTEL HWAY SCHOO	\$ 363.00
CHECK TOTAL (CHECK #: 15166 ) = \$								363.00
Vendor: SIMPLEXGRINNELL			SIMPLEXGRINNELL			REMIT ADDRESS		
Invoice ID: 80618201			Invoice Date: 10/08/2014			Due Date: 06/13/2016		
2016	2016	1	No	000 -07	-8161-460	000 -200	V672 10-8-14 SERVICE CALL (NEV	\$ 50.00
2016	2016	2	No	000 -07	-8161-460	000 -200	V672 10-8-14 INS 4 EXT (NEVER	\$ 20.00
2016	2016	3	No	000 -07	-8161-460	000 -200	V672 10-8-14 4 SEALS (NEVER B	\$ 4.00
2016	2016	4	No	000 -07	-8161-460	000 -200	V672 10-8-14 TAX	\$ 6.01
2016	2016	5	No	000 -07	-8161-460	000 -200	V672 REMOVE TAXES	\$ 6.01-
INVOICE TOTAL (INVOICE ID: 80618201 ) = \$								74.00
Invoice ID: 81795126			Invoice Date: 10/02/2015			Due Date: 06/13/2016		
2016	2016	1	No	000 -07	-8161-460	000 -200	V672 10-2 SERVICE CALL (NEVER	\$ 50.00
2016	2016	2	No	000 -07	-8161-460	000 -200	V672 10-2 INS 3 EXT (NEVER BI	\$ 18.00
2016	2016	3	No	000 -07	-8161-460	000 -200	V672 10-2 1 5LB 6YR MAINT (NE	\$ 40.00
2016	2016	4	No	000 -07	-8161-460	000 -200	V672 10-2 1 10LB 6YR MAINT (NE	\$ 50.00
2016	2016	5	No	000 -07	-8161-460	000 -200	V672 10-2 TAXES	\$ 12.83
2016	2016	6	No	000 -07	-8161-460	000 -200	V672 REMOVE TAXES	\$ 12.83-
INVOICE TOTAL (INVOICE ID: 81795126 ) = \$								158.00
CHECK TOTAL (CHECK #: 15167 ) = \$								232.00
Vendor: SPINZIA, ELIZABETH			SPINZIA, ELIZABETH			REMIT ADDRESS		
Invoice ID: JUNE DCSMA			Invoice Date: 06/09/2016			Due Date: 06/13/2016		
2016	2016	1	No	000 -01	-1220-447	000 -200	V673 JUNE MONTHLY DCSMA MTG	\$ 30.00
2016	2016	2	No	000 -01	-1220-447	000 -200	V673 JUNE DCSMA 48 MILES @ .	\$ 27.60
INVOICE TOTAL (INVOICE ID: JUNE DCSMA ) = \$								57.60
CHECK TOTAL (CHECK #: 15168 ) = \$								57.60
Vendor: TIME WARNER CAB			TIME WARNER CABLE			REMIT ADDRESS		
Invoice ID: 26773612			Invoice Date: 05/30/2016			Due Date: 06/13/2016		
2016	2016	1	No	000 -01	-1620-430	000 -200	V674 5-30 THRU 6-29 PHONES	\$ 528.18
2016	2016	2	No	000 -01	-1620-429	000 -200	V674 5-30 THRU 6-29 INTERNET	\$ 189.00
INVOICE TOTAL (INVOICE ID: 26773612 ) = \$								717.18
CHECK TOTAL (CHECK #: 15169 ) = \$								717.18
Vendor: ULSTER UNIFORM			ULSTER UNIFORM SERVICE, INC.			REMIT ADDRESS		
Invoice ID: MAY 2016			Invoice Date: 05/31/2016			Due Date: 06/13/2016		
2016	2016	1	No	2016-9089-	003 -08 -9089-800	003 -200	V675 MAY 5 WEEKS	\$ 241.50
Invoice ID: MAY 2016 GS			Invoice Date: 05/31/2016			Due Date: 06/13/2016		
2016	2016	1	No	000 -08	-9089-800	000 -200	V675 MAY 5 WEEKS GS	\$ 30.00
CHECK TOTAL (CHECK #: 15170 ) = \$								271.50

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Vendor: VERIZON WIRELES			VERIZON WIRELESS			REMIT ADDRESS		
Invoice ID: 9766173308			Invoice Date: 05/28/2016			Due Date: 06/13/2016		
2016	2016	1	No		000 -01 -1630-454	000 -200	V676 5-29 THRU 6-28 CELL PHON \$	39.30
2016	2016	2	No		000 -06 -7020-454	000 -200	V676 5-29 THRU 6-28 CELL PHON \$	44.70
2016	2016	3	No		001 -02 -3620-455	001 -200	V676 5-29 THRU 6-28 CELL PHON \$	35.19
2016	2016	4	No		003 -08 -9089-802	003 -200	V676 5-29 THRU 6-28 CELL PHON \$	54.68
2016	2016	5	No		001 -02 -3620-451	001 -200	V676 5-29 THRU 6-28 DATA PLAN \$	40.01
2016	2016	6	No		001 -07 -8010-451	001 -200	V676 5-29 THRU 6-28 DATA PLAN \$	40.01
INVOICE TOTAL (INVOICE ID: 9766173308 ) = \$								253.89
Invoice ID: FIX PREV VOUCH			Invoice Date: 05/28/2016			Due Date: 06/13/2016		
2016	2016	1	No		000 -06 -7180-430	000 -200	V676- (V182) CHARGED WRONG AC \$	44.35-
2016	2016	2	No		000 -06 -7020-454	000 -200	V676- (V182) CHARGED WRONG AC \$	44.35
2016	2016	3	No		000 -06 -7180-430	000 -200	V676- (V276) CHARGED WRONG AC \$	44.46-
2016	2016	4	No		000 -06 -7020-454	000 -200	V676- (V276) CHARGED WRONG AC \$	44.46
2016	2016	5	No		000 -06 -7180-430	000 -200	V676- (V488) CHARGED WRONG AC \$	44.46-
2016	2016	6	No		000 -06 -7020-454	000 -200	V676- (V488) CHARGED WRONG AC \$	44.46
2016	2016	7	No		000 -06 -7180-430	000 -200	V676- (V637) CHARGED WRONG AC \$	44.45-
2016	2016	8	No		000 -06 -7020-454	000 -200	V676- (V637) CHARGED WRONG AC \$	44.45
INVOICE TOTAL (INVOICE ID: FIX PREV VOUCH ) = \$								0.00
CHECK TOTAL (CHECK #: 15171 ) = \$								253.89
Vendor: W.B.MASON			W.B.MASON CO., INC			REMIT ADDRESS		
Invoice ID: CR3078075			Invoice Date: 04/25/2016			Due Date: 06/13/2016		
2016	2016	1	No		000 -01 -1410-410	000 -200	V680 RETURN- 2 LABEL TAPES \$	53.98-
Invoice ID: I34362894			Invoice Date: 05/05/2016			Due Date: 06/13/2016		
2016	2016	1	No	2016-1620-	000 -01 -1620-410	000 -200	V677 CLEANING SUPPLIES-CLOROX \$	77.98
2016	2016	2	No	2016-1620-	000 -01 -1620-410	000 -200	V677 T. PAPER-1CASE \$	62.99
INVOICE TOTAL (INVOICE ID: I34362894 ) = \$								140.97
Invoice ID: I34527619			Invoice Date: 05/12/2016			Due Date: 06/13/2016		
2016	2016	1	No	2016-1620-	000 -01 -1620-410	000 -200	V678 12/CASE, PLEDGE \$	57.89
2016	2016	2	No	2016-1620-	000 -01 -1620-410	000 -200	V678 SOAP-1 GAL \$	6.99
2016	2016	3	No	2016-1620-	000 -01 -1620-410	000 -200	V678 CLOROX WIPES-6/ \$	27.99
INVOICE TOTAL (INVOICE ID: I34527619 ) = \$								92.87
Invoice ID: I34753847			Invoice Date: 05/20/2016			Due Date: 06/13/2016		
2016	2016	1	No	2016-7180-	000 -06 -7180-410	000 -200	V679 4 CASES TOILET TISSUE 3. \$	111.96
2016	2016	2	No	2016-7180-	000 -06 -7180-410	000 -200	V679 6 CASES CENTERPULL TOWEL \$	209.94
2016	2016	3	No	2016-7180-	000 -06 -7180-410	000 -200	V679 1 3'X2' DRY ERASE BOARD \$	39.99
2016	2016	4	No	2016-7180-	000 -06 -7180-410	000 -200	V679 2 CASES CLEANER W/BLEACH \$	77.98
2016	2016	5	No	2016-7180-	000 -06 -7180-410	000 -200	V679 3 GOJO FOAM SOAP \$	150.87
INVOICE TOTAL (INVOICE ID: I34753847 ) = \$								590.74
Invoice ID: I34818326			Invoice Date: 05/24/2016			Due Date: 06/13/2016		
2016	2016	1	No	2016-7180-	000 -06 -7180-410	000 -200	V681 FIRST AID SUPPLIES \$	44.22
2016	2016	2	No	2016-7180-	000 -06 -7180-410	000 -200	V BATTERIES 4PK AA & 1 12PK C \$	14.68
INVOICE TOTAL (INVOICE ID: I34818326 ) = \$								58.90
CHECK TOTAL (CHECK #: 15172 ) = \$								829.50
Vendor: WARREN S. REPLA			WARREN S. REPLANSKY, ESQ.			REMIT ADDRESS		
Invoice ID: APR 2016 ESCROW			Invoice Date: 05/04/2016			Due Date: 06/13/2016		
2016	2016	1	No		010 -07 -0085-400	010 -230	V682 RUGES' ESCROW APR'16 \$	363.00
CHECK TOTAL (CHECK #: 15173 ) = \$								363.00
Vendor: YAMASHITA, KERRI			KERRI L. YAMASHITA			REMIT ADDRESS		
Invoice ID: MARCH 2016 V&T			Invoice Date: 05/17/2016			Due Date: 06/13/2016		

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2016	2016	1	No		000 -01 -1420-460	000 -200	V683 MARCH'16 V & T	\$ 250.00

CHECK TOTAL (CHECK #: 15174 ) = \$ 250.00

Vendor: YARNELL, KEVIN  
 Invoice ID: ADULT FIT'16  
 2016 2016 1 No

KEVIN YARNELL  
 Invoice Date: 05/17/2016  
 000 -06 -7620-456

Due Date: 06/13/2016

REMIT ADDRESS

000 -200 V684 3/29-5/31/16 80% ADULT F \$ 288.00

CHECK TOTAL (CHECK #: 15175 ) = \$ 288.00

TOTAL CHECKS = \$ 18,153.86

TOTAL BANK ( TRUST AGENCY FD ) = \$ 18,153.86

TOTAL PAYMENTS = \$ 18,153.86

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016155**

**CAPITAL PROJECT ABSTRACT, 2 CHECKS FOR \$24,719.04**

WHEREAS, the Town Bookkeeper has submitted the attached Capital Project Abstract, 2 Checks for \$24,719.04, to the Town Board for approval; and

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

RESOLVED, that the attached Capital Project Abstract, 2 Checks for \$24,719.04, is approved for payment.

**DRAFT**



**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016156**

**BUDGET TRANSFERS AND AMENDMENTS**

WHEREAS, the Town Bookkeeper has submitted the following budget transfers and amendments:

<b>GENERAL FUND</b>			
<b>RECREATION</b>			
P.S. Recreation Clerk	000-06-7020-104	-	\$500.00
Spring Egg Hunt	000-06-7310-442	-	\$155.00
Rhinecliff Day	000-06-7550-401	+	\$655.00
Contingency	000-01-1910-400	-	\$1,200.00
Supplies – Camp	000-06-7310-410	+	\$1,200.00
Unanticipated need for Tent during summer camp program.			
<b>TRANSFER STATION</b>			
Contingency	000-01-1910-400	-	\$500.00
Miscellaneous	000-07-8161-460	+	\$500.00

now, therefore, be it

RESOLVED, that the Bookkeeper is authorized to make the foregoing budget transfers, amendments, and any necessary bookkeeping entries.

**DRAFT**

**TOWN OF RHINEBECK**  
**RESOLUTION NO. 2016157**  
**EMPLOYEE POOL PASSES**

WHEREAS, the Town traditionally provides pool passes for Town employees; now,  
therefore, be it

RESOLVED, that the issuance of pool passes for the 2016 Season is hereby approved for  
all non-elected, year-round, full and part time permanent Town employees, and their  
spouses/partners and children under 21 who live in the same household.

**DRAFT**

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016158**

**DISPOSAL OF NON-FUNCTIONING OFFICE EQUIPMENT**

WHEREAS, an HP LaserJet printer model P2035n serial number VNB3M17529 from the Planning/Zoning office, and a Brother printer model HL-30C serial number 463093G251912726 from the Building Department are both non-functional; and

WHEREAS, the respective departments have requested authority from the Board to dispose of the aforementioned printers; now, therefore, be it

RESOLVED, that the Board authorizes the proper disposal of the aforementioned printers, such disposal to be in accordance with all applicable rules, including recycling of electronic materials and other hazardous waste.

**DRAFT**

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016159**

**APPLICATION FOR PUBLIC DISPLAY OF FIREWORKS**

WHEREAS, the Town has received an application from Legion Fireworks Co., Inc. for a public display of fireworks at 196 Burger Road on July 16, 2016 at 9:00 pm; and

WHEREAS, the Town Board has reviewed the application and has found it to be complete and in compliance with Town policy pursuant to New York Penal Law §405; now, therefore, be it

RESOLVED, that the application from Legion Fireworks Co., Inc. for a public display of fireworks at 196 Burger Road on July 16, 2016 at 9:00 pm is approved.

**DRAFT**

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016160**

**LETTER OF UNDERSTANDING WITH FROST MEMORIAL FUND, INC. IN CONNECTION WITH A \$100,000 GRANT REQUEST FOR THE CONSTRUCTION OF A PAVILION AT THE THOMAS THOMPSON SALLY MAZZARELLA PARK**

WHEREAS, through the Thomas Thompson Sally Mazzarella Park Committee, the Town has submitted a grant request for \$100,000 to the Frost Memorial Fund, Inc. to be used for construction of the proposed Park Pavilion; and

WHEREAS, the Frost Fund has sought, through the attached letter, certain assurances from the Town in connection with the grant as well as confirmation by the Town of certain representations made to the Frost Fund by the Park Committee; now, therefore, be it

RESOLVED, that the Town Board agrees to make the assurances and confirm the representations set forth in the attached letter and authorizes the Supervisor to sign the same.

**DRAFT**

Elizabeth Spinzia, Supervisor  
Allan Scherr, Trustee  
Town of Rhinebeck Board  
Thompson Mazzarella Park Committee, Bob Ellsworth (chair)

# Frost

MEMORIAL FUND, INC.

May 25, 2016

Dear Ms. Spinzia and Mr. Scherr:

The Directors of Frost Memorial Fund, Inc. are pleased to announce their approval of the \$100,000 grant request from the Town of Rhinebeck for the construction of the Park Pavilion. The Fund will distribute the grant only when Frost Memorial Fund has been assured that the Town of Rhinebeck has secured and received all other grants related to this project.

In conjunction with the grant approval, the Directors have been informed by, and rely on, the representations of the Thompson Mazzarella Park Committee that:

-- Supervisor Spinzia and Trustee Scherr have assured the committee that the Town of Rhinebeck will be responsible for all present and future costs related to maintaining the pavilion, trails and park.

-- The pavilion and bathrooms will be open and accessible to park patrons during all park hours of operation for the spring, summer and fall seasons.

-- There will be pedestrian and vehicle access up to the pavilion for park patrons.

-- The committee and the Town Board will make certain the roadway and parking described as "phase 2" of the plan are approved by the Town of Rhinebeck Planning Board.

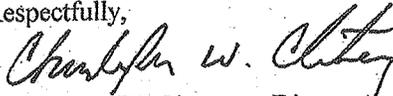
-- The grant from Frost Memorial Fund will only be used for the construction of the Pavilion.

-- The Town of Rhinebeck will complete construction of the Frost Trails, in accordance with the original Agreement between Frost Memorial Fund and the Thompson Mazzarella Park Committee.

-- The project will need no further approvals if completion of the roadway and parking is completed at an undetermined time in the future. This may avoid a future planning board obstruction to the completion of the project.

Please signify your acceptance of the above understandings by signing and dating this letter in the space provided below.

Respectfully,



Christopher W. Chestney, Director.

ACCEPTED AND AGREED TO:  
TOWN OF RHINEBECK

Date: \_\_\_\_\_

by: Elizabeth Spinzia, Supervisor

**TOWN OF RHINEBECK**  
**RESOLUTION NO. 2016161**  
**RECREATION PROGRAMS**

WHEREAS, the Recreation Department wishes to add the following programs:

<b>Event/Program</b>	<b>Day &amp; Time</b>	<b>Date(s)</b>	<b>Place</b>	<b>Cost to Participant</b>	<b>Staffing &amp; Fee</b>
<b>Community Fitness Program for 14 and older</b>	Tuesdays 6:30 to 7:30pm	3 Sessions of 10 classes  S1 Sept 20 to Nov 29 S2 Jan 17 to March 7 S3 March 21 to May 17	CLS	\$11/class or \$110/session	Kevin Yarnell  75% of fees if 6 participants or less; 65% of fees if more than 6 participants
<b>Community Fitness Student Boot Camp</b>	Mondays 5:30 to 6:30pm	2 Sessions of 8 classes  S1 Oct17 to Dec 5 S2 Jan 23 to March 20	CLS	\$11/class or \$88/session	Kevin Yarnell  75% of fees if 6 participants or less; 65% of fees if more than 6 participants
<b>Open-Gym Volleyball</b>	Tuesdays 5:00 to 6:30pm	Summer 2016	RHS	Free	Bailey Hutchins Samantha Sherwood  No fee

, now, therefore, be it

RESOLVED, that the above programs are approved.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016162**

**ENGINEERING STUDY OF DRAINAGE MODEL FOR RECREATION PARK  
ATHLETIC FIELDS**

WHEREAS, the Town originally planned on the installation of turf athletic fields as part of the improvements to the Thomas Thompson Sally Mazzarella Recreation Park and the Town's engineer, Weston & Sampson, performed a study of the drainage requirements for the proposed turf fields; and

WHEREAS, the Town has since reconsidered the desirability of turf fields and now intends to install grass fields in lieu of the originally proposed turf fields; and

WHEREAS, a new drainage study is therefore required for the new grass fields; and

WHEREAS, Weston & Sampson has quoted a fee of \$4,000 for the drainage study; and

WHEREAS, the Rhinebeck Field Partnership, a not-for-profit coalition of local youth sports organizations, has offered to pay the fee for the drainage study; now, therefore, be it

RESOLVED, that the Town Board accepts the Rhinebeck Field Partnership's offer to pay for the drainage study; and, be it further

RESOLVED, that the Supervisor is authorized to engage Weston & Sampson to perform the drainage study at any time after the Town has received the \$4,000 from the Rhinebeck Field Partnership; and, be it further

RESOLVED, that the Bookkeeper is authorized to make the following budget adjustments:

078 067110 236	+4,000.00
078 2705	+4,000.00

**DRAFT**

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016163**

**COMMENCING THE LOCAL LAW ADOPTION PROCESS FOR LOCAL LAW NO. \_\_\_ OF 2016 AMENDING CHAPTER A130 OF THE TOWN CODE CREATING A RECREATION ADVISORY COMMITTEE**

WHEREAS, Chapter A130 of the Town Code currently refers to a Recreation Committee but states that “Provisions dealing with the organization and duties of the Recreation Committee were being reviewed by the Town Board at the time of the publication of the Code...and upon completion of such review they will be included here as Chapter A130.”; and

WHEREAS, the Town Board has completed its review of the proposed organization and duties of the Recreation Committee, and has requested the Attorney to the Town to create a local law amending Chapter A130 to provide for the organization and duties of the Recreation Committee; and

WHEREAS, Local Law No. \_\_\_ of 2016 entitled “A Local Law Amending Chapter A130 of the Town of Rhinebeck Code to Create a Recreation Committee” has been prepared by the Town Attorney and presented to the Town Board and the Town Board has determined that the Local Law in its present form is suitable and appropriate for purposes of commencing the Local Law adoption process; and

WHEREAS, this is determined to be a Type II action under SEQRA which does not require an environmental review; now, therefore, be it

RESOLVED, that the Town Board hereby schedules a public hearing on the adoption of said Local Law for June 27, 2016 at the Rhinebeck Town Hall; and be it further

RESOLVED, that the Town Clerk is hereby directed to post and publish notice of the public hearing as required by law and to post a copy of said Local Law on the Town’s official website.

**DRAFT**

**TOWN OF RHINEBECK**

**LOCAL LAW NO. \_\_\_ OF 2016**

**A LOCAL LAW AMENDING CHAPTER A130 OF THE TOWN OF RHINEBECK  
CODE TO CREATE A RECREATION ADVISORY COMMITTEE**

**BE IT ENACTED** by the Town Board of the Town of Rhinebeck as follows:

**SECTION 1. TITLE.**

This local law shall be known as “A Local Law Amending Chapter A130 of the Town of Rhinebeck Code to Create a Recreation Advisory Committee”.

**SECTION 2. PURPOSE AND INTENT.**

Section 130 of the Town Code currently refers to a “Recreation Committee” but states that the “provisions dealing with the organization and duties of the Recreation Committee were being reviewed by the Town Board at the time of the publication of this Code...and upon completion of such review they will be included here as Chapter A130”. The Town Board has concluded its review of the appropriate organization and duties of the Town of Rhinebeck Recreation Committee and the intent of this Local Law is to establish §A130 of the Town Code entitled “Recreation Advisory Committee” setting forth the purpose, composition, functions and operation, duties and responsibilities of the Recreation Committee.

**SECTION 3. AMENDMENT TO CHAPTER A130.**

Chapter A130 “Recreation Advisory Committee” of the Town Code is hereby amended to provide as follows:

“§A130-1. Establishment and purpose.

A Recreation Advisory Committee is hereby established in and for the Town of Rhinebeck to advise and consult with the Town Board and Town Recreation Director regarding all recreation programs, parks and recreation facilities of the Town located in the Town of Rhinebeck and/or the Village of Rhinebeck.

§130-2. Composition; appointment; terms.

The Recreation Advisory Committee shall consist of seven members, all of whom shall be residents of the Town or Village of Rhinebeck. However, no less than four members shall be residents of the Town of Rhinebeck. Members shall not hold any other position, elective or appointive, within the Town or Village. Members shall be appointed by the Town Board. The members of the Committee first appointed shall be appointed for such terms that the term of one member shall expire annually thereafter and their successors shall thereafter be appointed to

serve terms of years which shall total in number the membership of the Committee. Members of the Recreation Committee shall serve at the pleasure of the Town Board for their appointed terms. A member of the Recreation Committee who misses three consecutive meetings without just cause, or fails to actively participate in the functions of the Recreation Committee, may be removed by the Town Board upon written charges presented by the Town Board and a public hearing thereon.

#### §130-3. Purpose.

- A. The purpose of the Recreation Advisory Committee is to: identify recreation programs, and recreation and park resources and needs, and determine priorities and make appropriate recommendations to the Town Board and the Recreation Director to meet those needs and priorities.
- B. Explore ways to ways and means to strengthen and support recreation programs and recreation facilities and parks of the Town of Rhinebeck located within the Town and/or Village of Rhinebeck.
- C. Increase the visibility, and promote and enhance the image, of the recreation and park opportunities to the public.
- D. Establish and maintain effective communications with the Town Board and Recreation Director. In this regard, the Town Board shall appoint a liaison to meet with the Recreation Advisory Committee at its monthly meetings.

#### §130-4. Functions

The Recreation Advisory Committee shall have the following functions:

- A. To investigate and determine the needs and interests of the community for recreational facilities/programs and to make recommendations to the Town Board and the Town's Recreation Director to meet those needs.
- B. To review the existing recreation programs and bring needs/ideas for expansion and improvement of the programs to the attention of the elected officials and general citizens of the Town and Village of Rhinebeck.
- C. To recommend and help secure a comprehensive master plan or other study of parks and recreation for the acquisition, development and improvement of an adequate system of parks, facilities and recreation programs.
- D. To encourage favorable public opinions and support for parks and recreation services through such means as community and neighborhood groups and meetings.
- E. To assist in the maintenance of high standards in parks and recreation facilities and their leadership and in the quality of the program services.

- F. To assist the Town Board and the Recreation Director in developing partnerships with other organizations and private groups to further the objectives of the Town to provide added and varied recreation programs.
- G. To identify and recommend recreational needs for possible inclusion in the Town's recreation program and Recreation Department budget.
- H. To assist the park and recreation staff in evaluating recreation programs and activities with input from program participants.
- I. To assist in recruiting volunteers to assist with parks and recreation programs/activities.
- J. To assist the Town Board and the Recreation Director in developing program priorities.
- K. To educate the public of the importance and need for park and recreation programs, facilities and services.

#### §130-5. Chairperson and Vice Chairperson

The members of the Recreation Committee shall, at their first organizational meeting, appoint by majority vote a Chairperson and Vice Chairperson to serve for a period of one year. The Chairperson and Vice Chairperson shall be similarly appointed by the Recreation Committee on an annual basis at its first meeting of the year. The term, however, for Chairperson and Vice Chairperson shall be limited to three consecutive years.

#### §130-6. Meetings

Monthly meetings shall be held by the Recreation Committee at the time and place scheduled by the Chairperson. Meetings may, however, be held more often than once a month, at the discretion of the Chairperson and the Committee members. Four members of the Recreation Committee shall constitute a quorum and all votes shall be made by simple majority vote of the entire Committee. No proxy voting shall be permitted. The Recreation Committee shall have the power to adopt its own rules and regulations for the conduct of its meetings and performance of its functions. The Recreation Committee shall not, however, have the power to hire, or fire, any Town employees including, but not limited to, the Recreation Director. Those powers shall be exercised by the Town Board and may, in the Town Board's discretion, be delegated to the Town's Recreation Director.

#### §130-7. Reports

The Recreation Advisory Committee shall submit a report to the Town Board of its activities on a quarterly basis each year. The Committee may, in its discretion, provide reports to the Town Board on a more frequent basis."

**SECTION 4. SUPERSESSION.**

This local law is hereby adopted pursuant to the provisions of §10 of the New York State Municipal Home Rule Law. It is the intent of the Town Board to supersede any provisions of the New York State Town Law to the extent that they may be inconsistent with the provisions of this Local Law.

**SECTION 5. EFFECTIVE DATE.**

This local law shall take effect upon filing with the Secretary of State pursuant to Municipal Home Rule Law.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016164**

**RESOLUTION ADOPTING LOCAL LAW NO. \_\_\_ OF 2016 ENTITLED "A LOCAL LAW PERMITTING THE TOWN TO AWARD PURCHASE CONTRACTS PURSUANT TO GENERAL MUNICIPAL LAW SECTION 103(1) ON THE BASIS OF BEST VALUE"**

WHEREAS, New York State General Municipal Law Section 103(1) allows the Town to authorize, by local law, the award of certain purchase contracts, including contracts for service work subject to competitive bidding under General Municipal Law Section 103 on the basis of "best value" as defined in Section 163 of the New York State Finance Law or any State law superseding or amending said provision. The "best value" option may be used, for example, if it is more cost efficient over time to award the good or service to other than the lowest responsible bidder or offeror if factors such as lower cost of maintenance, durability, higher quality and longer product life can be documented; and

WHEREAS, before resorting to the Best Value option, the Town is required first to authorize the use of the Best Value award by Local Law; and

WHEREAS, the Attorney to the Town prepared a Local Law which, if adopted, would permit the Town to make awards of purchase contracts, including contracts for service work subject to competitive bidding under General Municipal Law Section 103, on the basis of best value as defined in Section 163 of the New York Finance Law or any State law amending or superseding said provision; and

WHEREAS, the Local Law was submitted to the Town Board for its review and the Board commenced the Local Law adoption process by Resolution dated May 9, 2016 and scheduled a public hearing for said Local Law for June 13, 2016; and

WHEREAS, the Town Board determined that this is a Type II action under SEQRA which does not require environmental review; and

**DRAFT**

WHEREAS, the public hearing was duly noticed and published and was opened on May 23, 2016 at 6:45 in the evening; and

WHEREAS, the public hearing was closed on June 13, 2016; now, therefore, be it

RESOLVED, that the Town Board hereby adopts Local Law No. \_\_ of 2016 permitting the Town to award purchase contracts pursuant to General Municipal Law Section 103(1) on the basis of best value; and be it further

RESOLVED, that the Town Clerk is hereby directed to file this Local Law with the Department of State as required by law.

**DRAFT**

**TOWN OF RHINEBECK**

**LOCAL LAW NO. \_\_\_ OF 2016**

**A LOCAL LAW PERMITTING THE TOWN TO AWARD PURCHASE CONTRACTS  
PURSUANT TO GENERAL MUNICIPAL LAW SECTION 103(1) ON THE BASIS OF  
BEST VALUE**

**BE IT ENACTED** by the Town Board of the Town of Rhinebeck as follows:

**SECTION 1. NAME.**

This local law shall be known as "The Rhinebeck Best Value Competitive Bidding Law".

**SECTION 2. LEGISLATIVE INTENT.**

New York State General Municipal Law Section 103(1) allows the Town to authorize, by local law, the award of certain purchase contracts, including contracts for service work subject to competitive bidding under General Municipal Law Section 103 on the basis of "best value" as defined in Section 163 of the New York State Finance Law or any State law superseding or amending said provision. The "best value" option may be used, for example, if it is more cost efficient over time to award the good or service to other than the lowest responsible bidder or offerer if factors such as lower cost of maintenance, durability, higher quality and longer product life can be documented.

**SECTION 3. BEST VALUE PROCUREMENT.**

The Town Board may award purchase contracts after bidding, including contracts for services work on the basis of "best value", as that term is defined in New York State Finance Law Section 163. All awards based on best value shall require Town Board approval.

**SECTION 4. APPLICABILITY.**

The provisions of this law apply to Town purchase contracts, including contracts for services work involving an expenditure of more than \$20,000.00, but excluding purchase contracts necessary for the completion of a public works contract pursuant to Article 8 of the New York Labor Law and any other contract that may in the future be excluded under state law from the best value option. If the dollar thresholds of New York General Municipal Law Section 103 are increased or decreased in the future by the State Legislature, the dollar thresholds set forth herein shall be deemed simultaneously amended to match the new General Municipal Law thresholds.

**SECTION 5. STANDARDS FOR BEST VALUE.**

Goods and services procured and awarded on the basis of best value are those that the Town Board determines optimize quality, cost and efficiency, among responsive and responsible bidder or offerers. The determination shall be based on an objective analysis of clearly described and documented criteria as they apply to the rating of bids of offers. Where possible, such determination shall also be based upon and include a quantifiable analysis of the same. The criteria may include, but shall not be limited to, any or all of the following: cost of maintenance, proximity to the end use if distance or response time in a significant term; durability, availability of replacement parts or maintenance contractors; longer product life; product performance criteria; and quality of craftsmanship.

**SECTION 6. BASIS FOR DETERMINATION.**

Whenever any contract is awarded on the basis of best value instead of lowest responsible bidder, the basis for determining best value shall be thoroughly and accurately documented.

**SECTION 7. INCONSISTENT PROVISIONS.**

Any inconsistent provisions of the Town's procurement policy, as adopted prior to the effective date of this law by resolution of the Town Board, or as amended thereafter, shall be deemed superseded by the provisions of this law.

**SECTION 8. SEVERABILITY.**

If any section or subsection, paragraph, clause, phrase or provision of this law shall be adjudged invalid or held unconstitutional by any court of competent jurisdiction, any judgment made thereby shall not affect the validity of this law as a whole or any part thereof other than the part or provision so adjudged to be invalid or unconstitutional.

**SECTION 9. EFFECTIVE DATE.**

This local law shall take effect upon filing with the Secretary of State pursuant to Municipal Home Rule Law.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016165**

**AMENDMENT TO THE INTERMUNICIPAL SHARED TECHNOLOGY SERVICES  
COOPERATION AGREEMENT WITH THE VILLAGE OF RHINEBECK**

WHEREAS, the Intermunicipal Cooperation Agreement between the Town of Rhinebeck and the Village of Rhinebeck for the project entitled: "Intermunicipal Shared Technology Services Between the Town of Rhinebeck and Village of Rhinebeck" has been entered into as of January 1, 2015; and

WHEREAS, the municipalities have determined that there needs to be certain amendments to the Intermunicipal Agreement which are now embodied in a document entitled: "Amendment to Intermunicipal Cooperation Agreement", a copy of which is annexed hereto; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to re-execute the Intermunicipal Cooperation Agreement and the Amendment to the Intermunicipal Cooperation Agreement, in the same or substantially similar form as provided.

**DRAFT**

**AMENDMENT TO INTERMUNICIPAL COOPERATION AGREEMENT**

**THIS AGREEMENT** made as of this \_\_\_\_\_ day of November, 2015, by and between the **TOWN OF RHINEBECK**, a municipal corporation, with offices located at 80 East Market Street, Rhinebeck, New York 12572 (hereinafter "Town of Rhinebeck" or "Town") and the **VILLAGE OF RHINEBECK**, a municipal corporation, with offices located at 76 East Market Street, Rhinebeck, New York 12572 (hereinafter "Village of Rhinebeck" or "Village").

**WITNESSETH:**

**WHEREAS**, the parties have entered into an Intermunicipal Cooperation Agreement as of January of 2015 pursuant to Article 5-g, §119-o of the General Municipal Law of the State of New York for implementation of the Municipal Consolidation and Shared Services Grant for a project entitled "Inter-Municipal Shared Technology Services" between the Town of Rhinebeck and the Village of Rhinebeck (hereinafter "IMA"), and Dutchess County has funded the creation of a shared Information Technology infrastructure along with miscellaneous workstations, scanners, printers, and software; and

**WHEREAS**, the Town and Village will be sharing ongoing maintenance and operating costs for the installed hardware and software shared by the Town of Rhinebeck with the Village (hereinafter "shared systems").

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

1. The Town and the Village shall share proportionally to the number of workstation ports defined for each municipality's sub-network, all expenses of maintenance, service, updates and repair, hardware and software shared by the Town and Village which include the following:

a. Hardware and Software:

- (1) Servers including file server, terminal server and Primary Domain Server
- (2) Uninterruptible Power Supplies for Servers
- (3) Keyboard-Video Mouse Management Appliance
- (4) Firewall Router
- (5) Managed switches
- (6) Server software
- (7) Backup software
- (8) Cooling for servers
- (9) Equipment racks
- (10) Fiber connection from Village Hall to Town Hall

b. Services

- (1) Internet access (Time Warner and Frontier)
- (2) Off-site data backup
- (3) Software maintenance and updates
- (4) Virus and malware scans for shared hardware

2. The costs of maintenance, service updates and repair of non-shared hardware and software shall be the sole responsibility of the using municipality.

3. Except as modified herein, the IMA between the Town and the Village shall remain in full force and effect. The Town of Rhinebeck and the Village of Rhinebeck will jointly select a single vendor to provide services and maintenance the shares functions named above, and for all of each municipality's Information Technology operations. Said vendor will be required to submit invoices that distinguish between services and equipment provided for

shared use and usage particular to each municipality. The contract with the vendor will be for a term of two years. If either party terminates the agreement, the ownership of the shared equipment will pass to the other party.

IN WITNESS WHEREOF, the Town of Rhinebeck and Village of Rhinebeck have caused their corporate seals to be affixed hereto and in these presents to be signed by the Mayor the Village and Supervisor of the Town and to be attested by the respective Town and Village Clerks. This Agreement may be signed by each municipality in counterpart, and each municipality, upon execution of this Agreement, certifies that the execution of this Agreement has been duly authorized by a Resolution of each municipality's governing board.

**TOWN OF RHINEBECK**

**ATTEST:**

\_\_\_\_\_  
**JON GAUTIER, Town Clerk**  
**DATED:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**ELIZABETH SPINZIA, Supervisor**  
**DATED:** \_\_\_\_\_

**VILLAGE OF RHINEBEC**

**ATTEST:**

\_\_\_\_\_  
**PATRICIA COON, Village Clerk**  
**DATED:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**HEATH TORTARELLA, Mayor**  
**DATED:** \_\_\_\_\_

## INTERMUNICIPAL COOPERATION AGREEMENT

THIS AGREEMENT entered into as of the 1<sup>st</sup> day of January, 2015, by and between the **TOWN OF RHINEBECK**, a municipal corporation, with principal offices located at 80 East Market Street, Rhinebeck, New York 12572 (hereinafter "Town of Rhinebeck" or "Town") and the **VILLAGE OF RHINEBECK**, a municipal corporation, with principal offices located at 76 East Market Street, Rhinebeck, New York 12572 (hereinafter "Village of Rhinebeck" or "Village")..

### WITNESSETH:

WHEREAS, the Town of Rhinebeck has made application to the County of Dutchess Department of Planning and Development for a 2013 Municipal Consolidation and Shared Services Grant (hereinafter, at times, "Grant") for a project entitled "Inter-Municipal Shared Technology Services" between the Town of Rhinebeck and the Village of Rhinebeck, a copy of which is annexed hereto as Exhibit "A". and

WHEREAS, the Town of Rhinebeck has been awarded a Grant as lead agency in the amount of \$71,756.00 with the Town and Village contributing \$11,000.00 to the project for services which include, but are not necessarily limited to, the installation of structured network cabling including 25 dedicated jacks locations (\$6,250.00); design of LAN and fiber interconnection (in kind value 90 hours donated time - \$4,750.00) as described in the Grant application; and

WHEREAS, the Town of Rhinebeck has entered into a Grant Agreement with the County of Dutchess for this project, a copy of which is annexed hereto as Exhibit "B"; and

WHEREAS, the Scope of Services for the Grant outlining the major work activities; project outcomes; and deliverables is set forth in Exhibit "A" annexed to the Grant Agreement; and

WHEREAS, the project budget is set forth in Exhibit "B" annexed to the Grant Agreement; and

WHEREAS, the Town of Rhinebeck has entered, or will enter, into a contract with General Code Publishers, 781 Elmgrove Road, Rochester, New York ("General Code") to provide the installation, training and licensing of Laserfiche Avante Content Management Software ("Avante Software") in conjunction with this project at a cost not to exceed \$7,398.00. a copy of which is annexed hereto as Exhibit "C".

WHEREAS, the Town of Rhinebeck has entered, or will enter, into an agreement with Northeast Computer Services, PO Box 690, Rhinebeck, New York 12572-0690, to provide the balance of the services and equipment for the project, at a cost not to exceed \$60,000.00, a copy of which is annexed hereto as Exhibit "D"; and

WHEREAS, the Town of Rhinebeck and the Village of Rhinebeck desire to enter into an Intermunicipal Cooperation Agreement pursuant to Article 5-G, §119-o of the General Municipal Law of the State of New York for implementation of the Municipal Consolidation and Shared Services Grant.

NOW, THEREFORE, be it resolved that the Town and Village agree as follows:

1. PROJECT FACILITATORS: The Town and Village, upon execution of this Agreement, shall each identify one or more Project Facilitators for this project for each municipality and shall provide the name(s) and contact information for said individual(s) to the

other participating municipality, to General Code, Northeast Computer Services and to Dutchess County Planning.

2. TERM OF THIS AGREEMENT: The term of this Agreement shall be effective upon execution of the parties, retroactive to February 26, 2014 and shall terminate on March 31, 2015 unless the County agreement is extended by the consent of the Town of Rhinebeck and the County of Dutchess and in that event this Agreement shall continue the termination date of such extension.

3. EXECUTION OF AGREEMENTS WITH GENERAL CODE AND NORTHEAST COMPUTER SERVICES:

a. It is contemplated that the Town of Rhinebeck shall enter into all agreements for services and equipment provided by General Code and Northeast Computer ("Providers") for their software, hardware, services and licensing, with such payments to be refunded to the Town by Dutchess County in accordance with the Grant Agreement.

b. In the event either municipality desires to purchase additional goods, services, equipment, hardware and/or software and/or desires to enter into a contract agreement for maintenance of the installed system, such costs shall be paid for by the individual municipalities. In the event the nature of the additional purchases and maintenance agreements apply to shared hardware and/or software, such purchases shall require a joint agreement between the Providers and the municipalities, the municipalities agree to enter into such joint agreement provided they have each determined to make such additional purchases.

c. The parties, however, agree to share equally all expenses of maintenance, service, updates and repairs of the following shared hardware and software in the future:

(i) Hardware and Software:

- (1) Servers including file server, terminal server and Primary Domain Server
- (2) Uninterruptible Power Supplies for Servers
- (3) Keyboard-Video Mouse Management Appliance
- (4) Firewall Router
- (5) Manage switches
- (6) Server software
- (7) Backup software
- (8) Cooling for servers
- (9) Equipment racks
- (10) Fiber connection from Village Hall to Town Hall

(ii) Services

- (1) Internet access (Time Warner and Frontier)
- (2) Off-site data backup
- (3) Software maintenance and options
- (4) Virus and malware scans for shared hardware

4. RESPONSIBILITIES OF PARTICIPATING MUNICIPALITIES:

a. Both participating municipalities will make best efforts to work with and cooperation with each other, the Providers and the County of Dutchess in completing the major work activities and in achieving the project outcomes and deliverables as described in the Scope of Services annexed as Exhibit "A" to the Grant Agreement.

b. Both participating municipalities shall cooperate with General Code and Northeast Computer and the Town of Rhinebeck in providing access to their systems for the purposes of permitting the Providers to achieve and complete the installation of software, hardware and the training as provided in this Agreement in the Grant Scope of Services.

c. Both participating municipalities shall cooperate and work with each other and the Providers and Dutchess County in achieving project outcomes and shall cooperate and comply with all reporting requirements and the preparation and filing of progress reports as required by the Grant Agreement.

d. Both participating municipalities shall attend such meetings as may be required by their Project Facilitators and Providers as may be reasonably necessary to achieve the scope of services, major work activities, project outcomes and deliverables set forth in the Grant Agreement.

e. The Village will assist the Town, the Providers and the Project Facilitators in completing quarterly programmatic and financial and progress reports in the timeframes set forth in the Grant Agreement.

f. Both participating municipalities, after installation of the hardware, software, set-up and completion of training shall immediately report to the Providers and to the Town of Rhinebeck Facilitator any deficiencies or problems with the hardware, software, installation of the same and/or training provided by the Providers and shall confirm in writing satisfactory completion of the installation of all hardware, software and training so as to enable the Town of Rhinebeck to fulfill its obligations to the County to certify expenditures in accordance with the provisions of the Grant Agreement.

5. INDEMNIFICATION: Each participating municipality shall indemnify, and hold harmless, the other municipality for any damages sustained by, or claims made against, any of the said municipality by reason of the negligence, or acts or omissions of that municipality. Such indemnification shall include, as may be necessary, expenditures for reasonable attorney fees in defending or responding to such actions or claims.

6. NOTICE: All notices required hereunder shall be made by each municipality to respective Town and Village Clerks and to the Project Facilitator for each municipality.

7. NON-WAIVER: Failure of any party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

8. MODIFICATION This Agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by all parties.

9. TITLES: The titles used in these provisions are for convenience only and shall not be used in interpreting these provisions.

10. ENTIRE AGREEMENT: The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modifications, rescission or waiver of

the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the Town of Rhinebeck and Village of Rhinebeck have caused their corporate seal to be affixed hereto and in these presents to be signed by the Mayor of the Village and Supervisor of the Town and to be attested by the responsive Town and Village Clerks. This Agreement may be signed by each municipality in counterpart, and each municipality, upon execution of this Agreement, certifies that the execution of this Agreement has been duly authorized by a Resolution of each municipality's governing board.

**TOWN OF RHINEBECK**

**ATTEST:**

**By: \_\_\_\_\_**  
**ELIZABETH SPINZIA, Supervisor**

\_\_\_\_\_  
**JON GAUTIER, Town Clerk**

**VILLAGE OF RHINEBECK**

**ATTEST:**

**By: \_\_\_\_\_**  
**HEATH TORTARELLA, Mayor**

\_\_\_\_\_  
**PATRICIA COON, Village Clerk**

# **EXHIBIT A**

**Dutchess County**  
**2013 MUNICIPAL CONSOLIDATION**  
**& SHARED SERVICES GRANTS**



Please respond to all of the questions provided and use the appropriate attachment where indicated.

Project Title:	Inter-Municipal Shared Technology Services		
Lead Applicant:	Town Of Rhinebeck		
Street Address:	80 East Market Street		
City:	Rhinebeck	State:	NY Zip: 12572
Contact Person:	Elizabeth Spinzia	Contact Title:	Councilperson
Contact's Phone:	(845) 876-3409	Contact's Fax:	(845) 876-5885
Contact's Email:	els@ping23.com		
Project Type:	<input checked="" type="radio"/> Implementation <input type="radio"/> Evaluation		
Category:	<input checked="" type="radio"/> Consolidate Services <input type="radio"/> Produce Shared Services <input type="radio"/> Evaluate/Implement Municipal Consolidation <input type="radio"/> Establish Regional Delivery of Services <input type="radio"/> Other Efficiency Improvements		
Funding Requested:	<b>\$71,756</b>		

**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:

Signature of Chief Elected Official: \_\_\_\_\_

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 characters).

The Project is to acquire hardware and software assets, save money, upgrade infrastructure, and provide a ready technology framework for future shared services initiatives. A server will provide central data access and backup, data sharing, secure intra and external login, new hardware, protected Wifi access, a fiber connection between offices, and Laserfiche (digital records software).

Shared resources and remote support will reduce maintenance costs, improve efficiency, and increase data security per NYOSC requirements. We will also install a dual-band wireless VPN system to enable on-site public Internet access while fully isolating and securing local wireless bandwidth. The expected gains in efficiency are numerous. Currently, departments use a variety of software programs and modules that are not inter-operable and require redundant data entry. In addition to extra time spent on duplicative tasks, staff time is wasted correcting mistakes that result from parallel entries across different interfaces. Departmental integration will allow efficient access to stable data and also provide seamless data integration between Town and Village across numerous applications. The ultimate benefit will be better services delivered less expensively to residents. Providing public Internet access will improve interface between constituents and municipal staff. Hardware bought off OGS contract. Professional services by Laserfiche and Northeast Computer Services.

**B. Need and Outcomes - Briefly and specifically describe the project need and expected outcomes (1,000 characters).**

Residents expect government to be responsive and deliver desired services quickly and efficiently. Coordination and sharing of software and hardware assets between the Town and Village of Rhinebeck will allow us to better and more efficiently meet our residents' needs while avoiding duplicate costs, both at the front-end and on the maintenance/support side. When implemented, these changes will help both municipalities be in compliance with NY State audit guidelines. (See *Part 185, 8NYCRR - Regulations of the Commissioner of Education*)

The Town and Village have so far worked together successfully to communicate with our residents using available electronic media. In order to take the next step toward enhancing the civic conversation and information flow, as well as more effectively delivering our municipal services, it is necessary that we strengthen inter- and intra- municipal and departmental communication and cooperation through the efficient use of shared assets.

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

Task	Projected Completion Date
Community outreach & public input	March 2011 - October 2012
Grant research & bidding	October 2012 - March 2013
Submit application	June 27 & 28, 2013
Grant award announced	September 30, 2013
Order equipment	October 4, 2013
Install cable between village & town halls	October 14-18, 2013
Acquire hardware	November 1, 2013
Install hardware	November 2 - 22, 2013
Laserfiche installation and interface	November 25-29, 2013
Set-up & Configure Inter-Municipal Access	December 2 - 31, 2013
Test System	January 6-10, 2014
Training	January 13-17, 2014
Declare Installation/Project Complete	January 31, 2014

D. **Public Participation** - Provide a brief and specific description of the public participation process for the implementation of the project (750 characters).

Working with members of the community - Town Technology Committee, technology professionals, Committee volunteers and others in an ongoing dialogue with elected officials and municipal employees to create a comprehensive technology infrastructure and modernization plan that relies on efficiencies from service coordination and consolidation. A bottom-up approach to the examination of the immediate, interim and long-term needs of both municipalities and the resulting recommendations are the basis of this grant application.

~~The Town & Village have contributed \$11,000 as follows: install of structured network cabling including 25 dedicated jack locations (\$6250); design of LAN and fiber interconnect (in-kind value/90 hrs donated time - \$4750).~~

**E. Program Evaluation - Briefly and specifically explain how you will measure the success of your program and what determines success (1,000 characters).**

Success will be measured through cost savings, which we expect to see immediately, as well as through improved staff efficiencies, and quicker response time to the public. Many of the functions between the village and town overlap and sharing data will enable both to cost-effectively meet the needs of our residents. Also, communication between the municipalities will be enhanced with the ability to interface internally on the same network. Communications will also have a heightened level of security, thus bringing us into compliance with the requirements of the New York State Comptroller's requirements. The cost of this compliance will be far more without shared services. Finally, great savings in staff time will be realized through faster and more efficient archival functions, an area which is now neglected due to excessive demands on staff time. Finally, cost savings will be achieved through combined equipment purchasing and more cost effective on-going support and maintenance.

**F. Co-applicants**

1. Contact Person: **Jim Reardon**  
Contact Title: **Mayor**  
Contact Affiliation: **Village of Rhinebeck**  
Contact's Phone: **845-876-7015**  
Contact's Email: **village.mayor@rhinebeck-ny.gov**
2. Contact Person: **Jon Gautier**  
Contact Title: **Clerk**  
Contact Affiliation: **Town of Rhinebeck**  
Contact's Phone: **845-876-3409**  
Contact's Email: **town.clerk@rhinebeck-ny.gov**
3. Contact Person: **James Jeffreys**  
Contact Title: **President**  
Contact Affiliation: **Northeast Computer Services**  
Contact's Phone: **845-876-3031**  
Contact's Email: **jjeffreys@necscorp.com**
4. Contact Person: **Bill Meyers**  
Contact Title: **Account Manager**  
Contact Affiliation: **General Code/Laserfiche**  
Contact's Phone Number: **585-328-1810**  
Contact's Email : **BMeyers@generalcode.com**

(Add additional sheets as necessary.)

# **EXHIBIT B**

## AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and TOWN OF RHINEBECK, a municipality within Dutchess County, whose address is 80 East Market Street, Rhinebeck, New York 12572 (hereinafter referred to as the "MUNICIPALITY").

### *WITNESSETH:*

WHEREAS, the County has implemented a Municipal Consolidation & Shared Services Grants program through the Department of Planning and Development, and

WHEREAS, the Municipality has submitted an application(s) with the Municipal Consolidation & Shared Services Grants program which have been approved by the County, and

WHEREAS, the application(s) concern the Town and Village of Rhinebeck inter-municipal shared technology services program, and

WHEREAS, the funds necessary to pay for such services are appropriated in the Adopted County Budget, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The Municipality shall oversee the performance of using standards of care acceptable to the County and in strict compliance with all applicable federal, state and local laws, regulations and procedures, the program set forth in Exhibit "A" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall be effective October 1, 2013 and shall terminate on March 31, 2015, unless otherwise terminated as set forth herein.

3. PAYMENT. As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed SEVENTY ONE THOUSAND SEVEN HUNDRED FIFTY SIX and 00/100 (\$71,756.00) DOLLARS.

Payment of the above consideration shall be made to the Municipality upon submission of quarterly statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County. The County may withhold some or all of each quarterly payment from the Municipality in the event it determines that the Municipality has not met its project outcomes. Payment(s) will be released once the Municipality submits the necessary documentation to the County that establishes that it has met its project outcomes.

4. INDEPENDENT CONTRACTOR STATUS. The Municipality agrees that it is an independent Contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Municipality or its employees; that the Municipality shall not be eligible for, and shall not be entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Municipality shall have no workers' compensation or disability coverage through the County for the Municipality or its employees, and that the Municipality shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

5. DEFENSE AND INDEMNIFICATION.

**PROFESSIONAL SERVICES:** For all matters arising out of the Municipality's professional services, the Municipality agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, and employees against damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of the Municipality, or third parties under the direction or control of the Municipality, in the performance of professional services under this Agreement.

**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.

6. INSURANCE REQUIREMENTS. At all times during the term of this Agreement, the Municipality and any party that it enters into an agreement with connected to this grant, 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 and Disability Benefits Coverage (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 and Disability Benefits Coverage, **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) and New York State Notice of Compliance - Disability Benefits Law (Form DB-120 or DB-20.1).

**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. All construction, trade Municipality, and service maintenance agreements must utilize the additional insured endorsement CG 2037 July 2004 edition. The insurance coverage shall contain a waiver of subrogation in favor of Dutchess County. Acceptable proof of the waiver of subrogation and the County's additional insured status may be evidenced through a copy of the policy form or endorsement.**

**The County must be named as the certificate holder.**

**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 addition, every policy required above shall be primary insurance and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by the Municipality. The Municipality and any party that it enters into an agreement with connected to this grant, if any, shall be solely responsible for any deductible losses under each of the policies required above.**

**Payment(s) to the Municipality may be suspended in the event the Municipality and any party that it enters into an agreement with connected to this grant, if any, fails to provide the required insurance documentation in a timely manner.**

**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**

Acceptable proof of the thirty day notice provision may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate. 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.

7. QUALIFICATIONS OF MUNICIPALITY. The Municipality specifically represents that he and his members, officers, employees, agents, servants, consultants and subcontractor(s) have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

8. DECLARATION BY MUNICIPALITY. Municipality declares that he has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this Agreement.

9. 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.

10. 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.

11. NON-ASSIGNMENT. (a) This Agreement may not be assigned by the Municipality nor his right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

(b) An assignment of this Agreement shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions hereof shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the Agreement.

12. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the Municipality of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Municipality of termination with cause.

In the event of termination with or without cause, the Municipality shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in his custody or control pertaining to the Agreement and the County shall pay to the Municipality all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Municipality's failure to fulfill his obligations under this Agreement, or any other fault of the Municipality, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Municipality under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other Municipalities or otherwise. Notwithstanding the foregoing, the Municipality shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Municipality shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Municipality therefor.

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

27. MUNICIPALITY'S OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE. Upon termination of this Agreement, Municipality shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Municipality(s) so as to prevent any disruption in services; (2) provide County with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge; and if so directed by the County, (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

28. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Municipality at the address indicated in the introductory paragraph of this Agreement.

29. ENFORCEMENT EXPENSES. Municipality shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement.

30. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Municipality under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

31. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

32. CONFIDENTIALITY. The Municipality shall comply with applicable federal and state requirements for confidentiality of records and information, and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

33. BUDGET. The Municipality agrees to oversee the services under this Agreement in strict compliance with the budget which is annexed to and made a part of this Agreement as Exhibit "B" and which details all personnel or other costs of services to be rendered in connection with this Agreement. Any change or modification of the budget must be in writing and must be approved in advance by the County. Notwithstanding any other provision of this Agreement, the Municipality agrees that, in the event that the expenditures are less than the total budget and at the termination of this Agreement County funds remain unexpended, the Municipality shall return said funds to the County.

34. POLICIES AND PROCEDURES. All work completed under this Agreement is subject to the Dutchess County Community Investment Programs Policies and Procedures. A copy of these procedures is attached as Exhibit "C". These guidelines are subject to change. The current version is available here:  
<http://www.co.dutchess.ny.us/CountyGov/Departments/Planning/cipp.pdf>

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this 26<sup>th</sup> day of February, 2014.

APPROVED AS TO FORM:

Carla A. Bode  
County Attorney's Office

ACCEPTED: COUNTY OF DUTCHESS

BY: William F.X. O'Neil  
Marcus J. Molinaro  
County Executive

William F.X. O'Neil  
Deputy County Executive

APPROVED AS TO CONTENT:

Kealy Salomon  
Kealy Salomon, Commissioner of  
Planning & Development

TOWN OF RHINEBECK

BY: Elizabeth Spinzia  
Elizabeth Spinzia, Supervisor

~~11111~~ 13-0541-3/15-PR

Exhibit A

**DUTCHESS COUNTY MUNICIPAL CONSOLIDATION & SHARED SERVICES GRANT**  
**SCOPE OF SERVICES**

**PROJECT: Town and Village of Rhinebeck Inter-Municipal Shared Technology Services**

**County Funding Level for this Program: \$71,756**

**MAJOR WORK ACTIVITIES:**

- Bid and purchase equipment & hardware
- Install cable between Town & Village halls
- Install wireless router
- Laserfiche Installation and Training
- Set-Up & Configure Inter-Municipal Access(es)
- Test System
- Training

**PROJECT OUTCOMES (E.G. VOLUNTEERS TRAINED, CLIENTS SERVED, ETC.):**

- Reduced communication expenses and reproduction costs related to public meetings
- Increased public web access at Town and Village Halls
- Cost savings resulting from expenditures and staff time/human resources allocation reduction
- Diminished over-time costs for part-time staff
- Enhanced collaboration between public safety, fire and police protective services, highway monitoring and maintenance, coordination of equipment purchase, and parkland projects
- Facilitation of future projects related to planning, real estate assessment, zoning, and land use

**DELIVERABLES:**

- Reporting
  - Municipalities will complete quarterly programmatic and financial reports which are due 45 days after the end of the quarter (March 31, June 30, September 30, and December 31).
  - Progress Report: A summary of activities must be included with each payment request. These should address each of the items listed as project outcomes.
- Inter-Municipal Agreements
  - Draft copies of the agreements must be provided to the Department of Planning and Development for comment prior to adoption.
  - Final, signed copies of the agreements must be provided to the Department of Planning and Development.

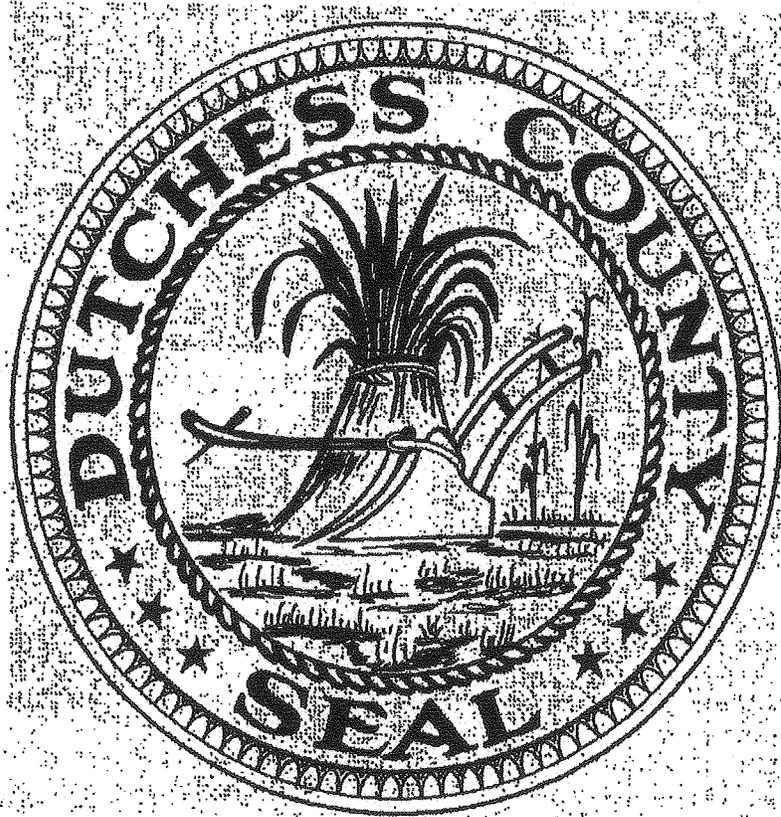
**DUTCHESS COUNTY MUNICIPAL CONSOLIDATION & SHARED SERVICES GRANTS  
Project Budget**

**PROJECT:** Inter-Municipal Shared Technology Services

Budget Item	Total
Personnel Services	
Fringe Benefits	
Contractual/Consulting Services	\$21,366
Vehicle Lease(s)	
Travel	
Equipment Purchase	\$46,890
Supplies	\$3,500
Other Expenses*	
Indirect Costs	
	<b>\$71,756</b>

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

**Dutchess County**  
**Community Investment Programs**  
**Policies and Procedures**



***Agency Partner Grant***  
***Community Development Block Grant***  
***Municipal Consolidated Shared Services***

**Department of Planning and Development**

**Last Updated: June 10, 2013**

**EXHIBIT C**

- I. **GOALS AND OUTCOMES** - The projects selected by Dutchess County Planning and Development are outcome focused. The outcomes provided in the scope of services will be used in evaluating all payment requests.
- II. **CONFLICT OF INTEREST** - A conflict of interest is: "an actual or perceived interest by the member in an action that results or has the appearance of resulting in personal, organizational or professional gain." Funded agencies may not hire members of the Board of Directors to fill any paid staff position or perform any paid consultant service for the agency program. Members of the Board of Directors may provide services for the program on a voluntary basis, but may not serve in the capacity of Executive Director or Chief Financial Officer, even if these services are provided on a volunteer basis.
- III. **PROGRAM OUTREACH MATERIALS**
  - a. Program outreach materials must be approved by the Department of Planning and Development prior to use or distribution.
  - b. Program outreach materials must include the Dutchess County Seal and the statement "paid for in part by Dutchess County".
- IV. **REPORTING** - Agencies will complete quarterly programmatic and financial reports due which are due 45 days after the end of the quarter. If an agency fails to forward the completed reports by the due date, the following actions will be taken:
  - a. The agency will receive an email from Dutchess County Planning and Development within 5 business days.
  - b. After 15 business days (past due date), an email will be sent to the agency's Director. A statement regarding the impact on future funding will be made. Also no claims will be processed until the report(s) is received.
- V. **MONITORING** - Monitoring will be done through site visits as well as a review of quarterly programmatic and financial reports. At Agreement signing, all agencies will receive a copy of an on-site monitoring form for reference. It is the agency's responsibility to ensure they are in compliance with the necessary health and safety issues, programmatic paperwork, and fiscal records. Dutchess County Planning and Development will verify their answers during the on-site visit.
  - a. **Site visits:** All agencies funded will be visited in the first quarter by Dutchess County Planning and Development to explain the paperwork (both fiscal and programmatic), and contractual expectations. It will be an opportunity for the agency to receive technical assistance early on in the contractual year.

All agencies will have a site visit by Dutchess County Planning and Development at least once during their initial agreement year to determine fiscal adequacy and program quality. Subsequent monitoring will be based on a risk assessment by Dutchess County Planning and Development. Site visits will allow Dutchess County Planning and Development to determine whether a program is operating within the parameters in the agency's Agreement and Scope of Services while also allowing Dutchess County Planning and Development to provide assistance tailored to the unique needs of a particular agency.

Site visits are scheduled with agency personnel, however, unscheduled visits, including attendance at public events, may also occur.

A program can receive one of the following determinations:

- **IN COMPLIANCE:** the program fulfills its contractual obligations as outlined in the agreement.
- **NOT IN COMPLIANCE:** the program is not in complete compliance with the agreement. The agency needs to take corrective action. Dutchess County Planning and Development will designate a time frame in which the problem needs to be resolved. If the agency resolves the problem within the time frame, it will then receive an *In Compliance* determination. However, if the problem is not resolved, future funding may be affected.

The agency will receive a follow-up letter indicating the results of the site visit within fifteen business days of the visit. Dutchess County Planning and Development will withhold payment requests for any agency with a *Not In Compliance* determination, until the agency receives an *In Compliance* determination.

- b. **Review of Reports:** Dutchess County Planning and Development will review the agency's quarterly progress reports and performance in relation to the scope of services described in their agreement. In addition, Dutchess County Planning and Development will review the agency's quarterly financial vouchers for accuracy and compliance with acceptable accounting principles and with Dutchess County Planning and Development's guidelines. Scope of services and budgets may be modified to reflect current needs.

Performance will be measured against both quantitative and qualitative outputs projected in the agency's Scope of Services. The resulting data will be used to redirect efforts when indicated, or reinforce performance. Any disputes arising from the failure of an agency to fulfill its programmatic or fiscal obligations will be brought to the attention of the Commissioner of Planning and Development for resolution.

VI. **FISCAL GUIDELINES** - Payment requests should be limited to those expenses that relate directly to the program being delivered. All requests should be for the pro-rated portion of the expenditure if it is not 100% program related.

a. **General**

- i. Maintain records for each grant in a manner consistent with generally accepted accounting practices.
- ii. Do not co-mingle records. A record keeping system which maintains a separate identity for each grant must be used. Agreements or grants which span more than one fiscal year should maintain records in such a way that each grant year's expenditures are accounted for separately.
- iii. Maintain a list of all funds received under this agreement, including a description of the source and amounts. (Cash Receipts Journal)
- iv. Maintain a list of all funds disbursed under the grant including payee and amount. Any payments made after the termination date of an agreement or the ending date of a program year must be for expenditures incurred during that period. (Cash Disbursements Journal)
- v. No costs incurred before the starting date of a grant period will be reimbursed.
- vi. Expense claims shall be from a singular source only. Duplicate claims for costs or services from more than one source are unacceptable.

- vii. Maintain complete and accurate documentation to support revenues and expenses (e.g. bank deposit slips, invoices, time sheets, cash receipts journal, cash disbursements journal)
- viii. Maintain an accurate, complete and current inventory of furniture and equipment purchased with grant funds. Inventory to be maintained for all items with a cost of \$1,000 or more.
- ix. If the agency maintains a petty cash fund, the following information must be maintained for all disbursements. Amount, Date, Payee, Purpose, Item purchased, Approved by, Received by. Dutchess County Planning and Development will not reimburse for any sales tax incurred.
- x. Invoice, receipt or payroll records must support all expenses claimed if expenses are allocated across more than one program.
- xi. Agency must submit most recent financial Audits and/or IRS 990 forms within 6 months after the end of the agency's fiscal year. Also, they must submit proof of non-profit status if a new vendor with IRS Letter and/or IRS Form 1023/1024 and registration with NYS Charities Bureau. A W-9 form must be completed in order to be included in the County's vendor system.

**b. Personnel**

- i. Salaries charged to the program are calculated as a percentage of annual salary (annual salary X percent of time on program). If that is not the case, you must provide an explanation. (In certain instances, it is allowable to use an hourly rate or per day rate)
- ii. An individual's percentage of time on a program (or programs) cannot be more than 100 percent.
- iii. Maintain accurate time records for all employees paid under the grant. Acceptable time records must include period covered, hours worked, number of hours worked on the funded program(s), benefit time used and have full signatures of both the employee and his/her supervisor.
- iv. Personal services are reimbursable for direct program delivery. Extended leaves and or severance packages are not eligible for reimbursement.

**c. Contractor/Consulting Services - This category includes costs for institutions, individuals, or organization external to the agency that have entered into a written agreement with the agency to provide any services outlined in or associated with the program proposal, and whose services are to be funded under the program budget within a program year.**

- i. All consultant arrangements must be by written agreement.
- ii. Consultant agreements for \$15,000 or more must have prior written approval by Dutchess County Planning and Development. Payment for subcontract costs is contingent upon Dutchess County Planning and Development approval. Any series of subcontracts with one organization or individual whose total is \$15,000 or more is also subject to prior approval by Dutchess County Planning and Development at the point that the total for the series of agreements exceeds \$14,999.00.
- iii. Rental and leasing of equipment: Only the pro-rated portion of the entire expenditure that is related to the proposed program will be allowed.

**d. Travel and Meals**

- i. Travel by agency vehicle is the preferred method if available. Other methods should only be utilized after it has been determined that the use of an agency vehicle is not practical.

- ii. Traveler will be reimbursed for business usage of personal cars at the IRS rate in effect at the time of travel.
  - iii. Mileage reimbursement excludes normal round trip to and from work.
  - iv. A travel log must be maintained for all mileage reimbursement. The minimum acceptable information is the name, date, purpose of travel, beginning and ending odometer reading, total number of miles traveled.
  - v. All parking, toll and bridge fares must be supported with a written receipt.
  - vi. All out of state travel must be pre-approved by Dutchess County Planning and Development.
  - vii. Meal Guidance
    - 1. Reimbursement for full day meal per diem shall not exceed the IRS travel allowance for the travel location.
    - 2. Meal expenses for staff incurred while in Dutchess County are not reimbursable, unless they are part of the program or are considered to be an integral part of an in-county meeting. Staff may have meals expenses covered for in-county functions within the following guidelines:
      - a. The meeting is directly related to the employee's job and is representing his/her agency.
      - b. The primary purpose of the meeting is to conduct business and the meal is incidental.
      - c. The meal is an integral part of the function and it would not be practical to attend and not participate.
- e. Equipment Purchase
- i. For Dutchess County Planning and Development contracting purposes, equipment is defined as tangible personal property having a useful life of more than two years and an acquisition cost of \$1,000 or more per unit.
  - ii. Purchases cannot be broken up into allotments of less than \$1,000 to avoid being classified as equipment.
  - iii. Equipment needed to meet the program objectives may be either purchased or leased whichever is more economical.
  - iv. Any budget requests for equipment purchased with grant funds must be fully explained and justified by program need.
  - v. If equipment purchases are approved, documentation of three telephone quotes is required for all items of \$1,000 to \$5,000. Items of \$5,001 or more require three written quotes.
  - vi. If the item is to be used by more than one program, the cost must be pro-rated.
  - vii. Cars or vans cannot be purchased using agreement funds without specific written approval from Dutchess County Planning and Development. They may be leased if required for program operation. If vehicles are leased, the costs must be listed under Contractual/Consultant section of the budget.
- f. Supplies - Dutchess County Planning and Development will reimburse for those items consumed during the term of the agreement. General office supplies – paper, binders, stationary, pens, paper clips.
- g. Other Expenses - includes items that are directly related to the services to be provided, but that are not specifically included in the aforementioned categories. These items may include:

shipping, delivery and messenger services, insurance, materials development costs, advertising costs for recruiting new hires, books, journals, periodicals, computer time, library services, audio-visual services, facility rental, off-site rental, program refreshments and program participant travel.

- i. Participant travel, when allowed, must be fully justified. Explain the purpose of travel, number of participants, estimated miles, and frequency (ex. per day, per week).
  - ii. Staff Training - Describe here any costs for routine staff training.
  - iii. Insurance Coverage - Describe the types of insurance to be reimbursed by this grant and any pro-ration justification.
  - iv. Occupancy - These costs include real estate rental, utility, telephone, and heating fuel costs. Only the pro-rated portion of the entire expenditure that is related to the Program will be allowed.
  - v. Dues to National or State Affiliates - These costs include funds paid for dues to national or state affiliate organizations. Only the pro-rated portion of the entire expenditure that is directly related to the proposed Program will be allowed.
  - vi. Client Costs/Funds to Customers - Includes wages, stipends, incentives, client mileage, client meals, client supplies, etc, when allowed must be fully justified.
  - vii. Printing Services - These costs may include audio-visual and print production costs, reprint permissions, reproduction, and photocopying costs. All agencies and subcontractors must make reasonable efforts to have these services performed by the Dutchess County Division of Central Services Print Shop. If not able to utilize the Dutchess County Print Shop, secure the lowest responsible bidder for printing services. In instances where a printing job is in excess of \$5,000, documentation that shows that the lowest cost source has been used must be provided with the payment claim.
- h. Indirect Costs: the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operation of the organization and the conduct of activities it performs. A narrative that explains how these costs were calculated is necessary.
- i. Any Board expenses must be the pro-rated portion of the entire expenditure that is directly related to the Program.
- i. Non-Allowable Use of Funds: The following are items that cannot be included as funded costs within the program budget:
- i. capital expenditures such as acquisition, construction or structural renovation of facilities;
  - ii. advertising costs, except for recruitment of project personnel, program outreach and recruitment of participants, or the procurement of scarce items;
  - iii. entertainment costs, including social activities for program and staff, unless directly associated with the project;
  - iv. costs of organized fund raising or awareness events that are not directly related to program delivery;
  - v. costs for dues, attendance at conferences or meetings of professional organizations, unless attendance is necessary in connection with the program;
  - vi. costs for preparation of continuation agreements and other proposal development costs.
- j. BUDGET
- i. Modifications

1. A cumulative 10% variance in budgeted lines will be permitted with no budget modification required. Agencies must notify Dutchess County Planning and Development in writing as soon as possible as the need is known and prior to seeking reimbursement.
  2. Any cumulative change greater than 10% is considered to be a budget modification, and requires a formal modification request. The modification request must include a justification and identify the affected line items in the budget. The request must be signed by the agency's executive director. Dutchess County Planning and Development will review such requests to ensure appropriateness before approval.
  3. Only 2 budget modifications per 12 month period are permitted. No budget modifications will be considered during the final month of the budgeted year.
- ii. Payment Requests - All agencies will be expected to file payment requests at least quarterly using the attached *Payment Request Form* provided by Dutchess County Planning and Development.
1. All agencies will need to document their expenses within the approved budget. In addition, they must be able to demonstrate generally acceptable accounting principles and produce the appropriate documents to back up their fiscal claims.
  2. Copies of all back up documentation or journal detail, which include vendor name, date, check number and amount of the expense, will be submitted with the payment requests.
  3. Originals of such documentation will be kept by the agency and be made available for audit as may be required from time to time, for a period up to 6 years after the end of the agreement.
- iii. Withholding of Payment: Dutchess County Planning and Development has the right to withhold payment if the work performed by the agency is not in compliance with the *Community Investment Programs Policies and Procedures*.
- k. DISAGREEMENTS - These policies and procedures serve as a reference tool to assist all partners in the programmatic and fiscal aspects of their responsibilities. While comprehensive, it does not cover every situation that might occur. In the event of an unresolved disagreement between Dutchess County Planning and Development staff and an Agency, the Commissioner of Planning and Development will call a meeting and make the final determination within the Dutchess County Planning and Development's guidelines and regulations.



**DUTCHESS COUNTY AGENCY PARTNER GRANT (APG)**

*Agency Summary*

*(To be completed by agencies with multiple APG funded programs. Must be accompanied by a payment request form for each program.)*

Agency: \_\_\_\_\_

Program: \_\_\_\_\_

Project Year: \_\_\_\_\_ to \_\_\_\_\_

Payment Request: \$0.00

Program(s)	Budgeted Amount	Prior Expenditures	Expenditures this Period	Total Expenditures	Balance
				\$0.00	\$0.00
<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

CERTIFICATION

The person signing this document certifies the following statement:  
*I have received the attached invoice and find that to the best of my knowledge, the work has been satisfactorily completed in accordance with the provisions of the Agency Partner Grant Policies and Procedures, and all applicable federal, state and county laws.*

Payment Authorization:

\_\_\_\_\_  
 Name & Title (Printed)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Approved by Dutchess County:

\_\_\_\_\_  
 Name & Title (Printed)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date



**DUTCHESS COUNTY AGENCY PARTNER GRANT (APG)  
Progress Report**

Program: \_\_\_\_\_

Outcomes Statement Specify the number of recipients or program outputs to be achieved.	Total # of Eligible/Target Customers with target performance objectives and/or needs to be met.	Actual/Targeted Customers			Total Unfulfilled Customers as of Target Date
		1st Quarter	2nd Quarter	3rd Quarter	
					0 0%
					0 0%
					0 0%
					0 0%
					0 0%
					0 0%

*Narrative -- Provide a narrative on any accomplishments or outcomes not outlined above. This can include information on interim accomplishments which will lead to fulfillment of outcome statements.*



**DUTCHESS COUNTY AGENCY PARTNER GRANT (APG)  
Budget Modification Request**

Agency: \_\_\_\_\_  
 Program: \_\_\_\_\_  
 Project Year: \_\_\_\_\_ For the Period: \_\_\_\_\_ to \_\_\_\_\_

<i>Budget Item</i>	<i>Budgeted Amount</i>	<i>Change (+/-)</i>	<i>Revised Amount</i>
Personnel Services			\$0
Fringe Benefits			\$0
Contractual/Consulting Services			\$0
Vehicle Lease(s)			\$0
Travel			\$0
Equipment Purchase			\$0
Supplies			\$0
Other Expenses			\$0
Indirect Costs			\$0
<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Justification:**

Name & Title (Printed): \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Approved by Dutchess County:**

Name & Title (Printed): \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Instructions for preparation of budget revision/modification:**

1. List all dollar amounts of currently approved budget. All budget amount must be listed, even if there is no change.
2. Indicate the dollar amount of desired change (+ or -). Complete justification for the budget modification.



SAMPLE MONITORING FORM

AGENCY \_\_\_\_\_

PROGRAM \_\_\_\_\_

NAME OF PERSON INTERVIEWED \_\_\_\_\_

JOB TITLE OF PERSON INTERVIEWED \_\_\_\_\_

LOCATION OF VISIT \_\_\_\_\_

DATE OF SITE VISIT \_\_\_\_\_

\*\*\*\*\*

**I. – CLIENT INFORMATION**

- Is the agency reaching the target population as described in the Scope of Services?
- How many clients is the program serving currently? What documentation does the agency have to back up their figures (must see enrollment forms, client files, etc.)?
- How does agency attract clients to the program and does it coincide with grant? (Must see verification of marketing tools such as flyers, newspaper articles, etc.)
- Does the agency have a client termination procedure? If so, explain. (Must see the written procedures.)

**II. – PROGRAM INFORMATION**

- What activities has the program implemented to ensure that the outcomes (as stated in the grant) will be met? (Must see the documentation.)
- What are the days/hours of operation? Do they agree with what is in the grant? (Must see agency publications stating the above information)
- Which assets is the agency building for its clients? Describe. Is staff knowledgeable of the asset development model?
- Which agencies does this program collaborate with and how?

- Does staff have membership on any local or state committees, coalitions, etc.? (Must see minutes from those committees.)
- List the names and titles of staff working in this program and the number of hours they work in this program weekly. (Must see time sheets and personnel folders for each staff. Personnel folders must include copies of a resume or job application, W4, driver's license if applicable, yearly job evaluations, and the job description/qualifications list.)

### III. - PROGRAM EVALUATION

- What is the data collection method employed by the agency? What instruments are they using? (Must see verification of data and instruments.)
- How and with whom does the agency share its evaluation findings? (Must see verification, i.e., annual reports to the community, board minutes.)
- Describe how the clients are involved in program planning and/or evaluation?
- Does agency think it will be successful in meeting its stated outcomes this year? If there are obstacles, how does agency plan to overcome them?
- Does the agency complete the quarterly Report Form and Narrative in a timely manner, and is the report correct?

### IV. - BUDGET INFORMATION

- Has the agency submitted claims on a quarterly basis with the correct documentation?
- Has the agency applied for other grants for this program or held fundraisers? If so, explain.
- What methodology is used for allocating costs that are shared by more than one program?
- Are there any volunteers or college interns used? What are their duties and have they been trained?
- If rent is claimed as an expense, how much is claimed quarterly? (Must see signed lease agreement.)

V. - MISC. INFORMATION

- Is there any other information the agency would like to share?

VI. - SUMMARY OF MONITORING VISIT

The results of this monitoring visit will be discussed with the Community Development Advisory Committee members. The agency will receive in writing the results of the monitoring visit. The following rating for the agency is:

\_\_\_\_\_ IN COMPLIANCE (the agency fulfills its contractual obligations as outlined in the grant and meets safety, fiscal, and monitoring standards.)

\_\_\_\_\_ NOT IN COMPLIANCE (the program is not in complete compliance with the contract. The agency needs to take corrective action. Dutchess County Planning and Development will designate a time frame in which the problem needs to be resolved. If the agency resolves the problem within the time frame, it will then receive an in compliance rating. However, if the problem is not resolved, future funding may be impacted.)

Problems to addressed

Due Date

Verified By

Monitoring visit performed by \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by \_\_\_\_\_

# EXHIBIT C

## HARDWARE AND SOFTWARE PURCHASE AGREEMENT

THIS AGREEMENT entered into as of this \_\_\_\_\_ day of January, 2015, by and between the TOWN OF RHINEBECK, a municipal corporation, with principal offices located at 80 East Market Street, Rhinebeck, New York 12572 (hereinafter "Town") and GENERAL CODE, LLC, a New York State limited liability company, with offices located at 781 Elmgrove Road, Rochester, New York 14624 (hereinafter "General Code").

### WITNESSETH:

WHEREAS, General Code is in the business of designing, selling and servicing computer software and hardware for use by municipal governments and has, as part of their products, the Avante Server for SQL Express with Workflow and Avante Full User with Snapshot and E-mail (hereinafter referred to as the "Avante Software"); and

WHEREAS, the Town has been awarded a 2013 Municipal Consolidation and Shared Services Grant (the "Grant") by Dutchess County Department of Planning and Development for certain software and hardware installation, related equipment and training, more fully described in the Municipal Grant Application annexed hereto as Exhibit "A" and the Grant Agreement entered into between the County of Dutchess and the Town of Rhinebeck, annexed hereto as Exhibit "B"; and

WHEREAS, General Code has provided a proposal for the installation of its Avante Software, related equipment and training and licensing last revised July 11, 2014, a copy of which is annexed hereto as Exhibit "C" (the "Proposal") and

WHEREAS, the Avante Software, equipment and training is a component of the material and installations to be provided pursuant to the Grant; and

WHEREAS, General Code's Proposal has been accepted by the Town of Rhinebeck.

NOW, THEREFORE, be it resolved that the parties agree as follows:

1. TERM OF AGREEMENT: This Agreement shall commence upon the signing of this Agreement and shall terminate no later than March 31, 2015, or at the time all hardware, software, installation and training is completed pursuant to this Agreement.

2. GOODS AND SERVICES PROVIDED: General Code shall provide Avante Software, hardware and installation related equipment and training, all as described in the Proposal at a price of \$7,398.00. The work, installations and training shall be supplied both to the Town of Rhinebeck and the Village of Rhinebeck, as may be required. All work shall be coordinated with Northeast Computer Services, which will be supplying the balance of services and equipment for the project.

3. PAYMENT:

- (a) General Code shall submit vouchers describing the goods, services and work performed pursuant to this Agreement to the Town on forms provided by the Town Clerk and such vouchers will be audited for payment by Dutchess County pursuant to the 2013 Municipal Consolidation and Shared Services Grant awarded to the Town of Rhinebeck, it being understood and agreed that the Town's obligation to pay invoice services and materials shall be contingent upon such audit and approval for payment by the Town and County in accordance with the County Agreement.
- (b) Payment for hardware, software services, training and licensing provided to both municipalities shall not be paid until such time as the Town and the Village have

confirmed that the services and materials have been installed and set-up and the training, if any, has been satisfactorily provided in conformity with the Proposal.

- (c) General Code agrees to promptly correct any identified deficiencies in the services and materials provided and shall supply such additional documentation or information as may be required by the Town and County as conditions of their audits and approvals for payments.

3. ADDITIONAL SERVICES: General Code agrees, in addition to the specified services and materials, that it will assist the Town, as may be reasonably required, in performing major work and activities required by the Town pursuant to Schedule "A" of the Grant Agreement and shall assist the Town and the Village in achieving the project outcomes and deliverables as set forth in Schedule "A" of the County Agreement.

4. SOFTWARE LICENSE AND SERVICE AGREEMENT: The Town and Village shall be provided with appropriate software licensing documentation in conjunction with the materials and services provided by General Code pursuant to this Agreement.

5. CORRECTION OF DEFECTS: General Code agrees, for a period of one year after the completion of all work, to correct any deficiencies in the goods, services, equipment and installations provided pursuant to this Agreement at its own cost and expense.

6. NO ASSIGNMENT: In accordance with the provisions of §109 of the General Municipal Law, both parties are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of its right, title or interest in this Agreement or its power to execute this Agreement to any other person or corporation without the previous consent in writing of the other party.

7. REQUIRED PROVISIONS OF LAW: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted

herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. In particular, General Code shall, among other things, fully comply with:

- (a) Prevailing wage requirements of §220 of the Labor Law
- (b) Labor Law §220-e and Executive Law §§291-299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law §222-1.
- (e) Preference in employment of persons required by Labor Law §222.
- (f) Eight-hour workday as required by Labor Law §220(2).

8. NOTICES: Any and all notices and payments required hereunder shall be addressed as follows, or to such address as may hereafter be designated in writing by either party hereto:

TO THE TOWN OF RHINEBECK:

Elizabeth Spinzia, Supervisor  
Town of Rhinebeck  
80 East Market Street  
Rhinebeck, NY 12572  
Townclerk@rhinebeck-ny.gov

TO GENERAL CODE:

General Code, LLC  
781 Elmgrove Road  
Rochester, NY 14624  
bcadman@generalcode.com

9. INDEMNITY AND SAVE HARMLESS AGREEMENT: General Code agrees to indemnify and save the Town, its officers, agents and/or employees harmless of any third-party liability imposed upon the Town and Village, their officers, agents and/or employees arising from the negligence, active or passive, of General Code arising from its performance of this Agreement.

10. REQUIRED INSURANCE: General Code shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and said insurance has been approved by the Town:

- (a) General Code shall provide all insurance, as required by paragraph "6" of the Grant Contract in the form and in amounts as required by said Contract. Proof and approval of said insurance shall be supplied both to the Town and to the County as set forth in paragraph "6" of the Grant Contract.
- (b) Dutchess County, the Town and the Village shall be named as additional insured on all insurance policies-.

11. GENERAL PROVISIONS:

- (a) Unenforceable Terms - In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Agreement shall be valid and enforceable according to its terms.
- (b) Governing Law - The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York. Neither party shall be deemed to be the author of this Agreement.
- (c) Entire Agreement - This Agreement, together with its exhibits, constitute the entire understanding and agreement between the parties and there shall be no modifications, alterations or changes in the absence of a writing signed by both parties.
- (d) Headings - The subject headings of the various paragraphs are for purposes of convenience only and shall not be taken into consideration in interpreting the provisions of the Agreement.
- (e) Counterparts - This Agreement may be executed simultaneously in one or more

counterparts each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument.

- (f) Binding Effect - This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors and assigns.
- (g) Waiver - No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**TOWN OF RHINEBECK**

By: \_\_\_\_\_  
**ELIZABETH SPINZIA, Supervisor**

**ATTEST:**

\_\_\_\_\_  
**JON GAUTIER, Town Clerk**

**GENERAL CODE, LLC**

By: *Lynna M. Martin*  
**Lynna M. Martin, VP Finance**

# **EXHIBIT D**

## HARDWARE AND SOFTWARE PURCHASE AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day of September, 2014, by and between the TOWN OF RHINEBECK, a municipal corporation, with principal offices located at 80 East Market Street, Rhinebeck, New York 12572 (hereinafter "Town") and NORTHEAST COMPUTER SERVICES, a New York State corporation, with offices located at PO Box 690, Rhinebeck, New York 12572 (hereinafter "Northeast").

### WITNESSETH:

WHEREAS, Northeast is in the business of designing, selling and servicing computer software and hardware for use by municipal governments; and

WHEREAS, the Town has been awarded a 2013 Municipal Consolidation and Shared Services Grant by Dutchess County Department of Planning and Development for certain software and hardware installation, related equipment and training, more fully described in the Municipal Grant Application annexed hereto as "Exhibit "A" and the Grant Agreement entered into between the County of Dutchess and the Town of Rhinebeck, annexed hereto as Exhibit "B"; and

WHEREAS, Northeast has provided a proposal for the provision of personnel services, equipment, supplies and material (hereinafter, at times, "equipment") in conjunction with said Grant; and

WHEREAS, the said equipment is a component of the material and installations to be provided pursuant to the Grant together with Laserfiche Software ("Avante Software") which is being provided by General Code Publishers; and

WHEREAS, Northeast's Proposal has been accepted by the Town of Rhinebeck.

NOW, THEREFORE, be it resolved that the parties agree as follows:

1. TERM OF AGREEMENT: This Agreement shall commence upon the signing of this Agreement and shall terminate no later than March 31, 2015, or at the time all hardware, software, installation and training is completed satisfactorily pursuant to this Agreement.

2. GOODS AND SERVICES PROVIDED: Northeast shall provide all services, equipment, supplies and material and shall install the same as required in the Town of Rhinebeck Town Hall and Village of Rhinebeck Village Hall as described in Schedule "A" annexed hereto (with the exception of the Laserfiche services and equipment which is to be provided by General Code). The equipment shall be purchased pursuant to a New York State OGS Contract, as set forth in Schedule "C" annexed hereto. The total amount to be paid to Northeast pursuant to this Contract shall not exceed \$60,000.00. All work and installation shall be coordinated, as required, with General Code.

3. PAYMENT:

(a) Northeast shall submit vouchers describing the goods services and work performed pursuant to this Agreement to the Town on forms provided by the Town Clerk and such vouchers will be audited for payment by Dutchess County pursuant to the 2013 Municipal Consolidation and Shared Services Grant awarded to the Town of Rhinebeck, it being understood and agreed that the Town's obligation to pay invoice services and materials shall be contingent upon audit and approval for payment by the Town and County in accordance with the County Agreement.

(b) Payment for hardware, software services, training and licensing provided to both municipalities shall not be paid until such time as the Town and the Village have

confirmed that the services and materials have been satisfactorily installed and set-up and the training, if any, has been satisfactorily provided.

- (c) Northeast agrees to promptly correct any identified deficiencies in the services and materials provided and shall supply such additional documentation or information as may be required by the Town and County as conditions of their audits and approvals for payments.

4. ADDITIONAL SERVICES: Northeast agrees, in addition to the specified services and materials, that it will assist the Town, as may be reasonably required, in performing major work and activities required by the Town pursuant to Schedule "A" of the Grant Agreement and shall assist the Town and the Village in achieving the project outcomes and deliverables as set forth in Schedule "A" of the County Agreement.

5. SOFTWARE LICENSE AND SERVICE AGREEMENT: The Town and Village shall be provided with appropriate software licensing documentation in conjunction with the materials and services provided by Northeast pursuant to this Agreement.

6. CORRECTION OF DEFECTS: Northeast agrees, for a period of one year after the completion of all work, to correct any deficiencies in the goods, services, equipment and installations provided pursuant to this Agreement at its own cost and expense.

7. NO ASSIGNMENT: In accordance with the provisions of §109 of the General Municipal Law, Northeast is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or of its right, title or interest in this Agreement or its power to execute this Agreement to any other person or corporation without the previous consent in writing of the Town.

8. REQUIRED PROVISIONS OF LAW: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. In particular, Northeast shall, among other things, fully comply with:

- (a) Prevailing wage requirements if §220 of the Labor Law.
- (b) Labor Law §220-e and Executive Law §§291-299 and the Civil Rights Law relating to prohibition against discrimination and providing equal opportunity.
- (c) Affirmative action as required by the Labor Law.
- (d) Prevention of dust hazard required by Labor Law §222-1.
- (e) Preference in employment of persons required by Labor Law §222.
- (f) Eight-hour workday as required by Labor Law §220(2).

9. NOTICES: Any and all notices and payments required hereunder shall be addressed as follows, or to such address as may hereafter be designated in writing by either party hereto:

TO THE TOWN OF RHINEBECK: Elizabeth Spinzia, Supervisor  
Town of Rhinebeck  
80 East Market Street  
Rhinebeck, NY 12572  
Town.clerk@rhinebeck-ny.gov

TO NORTHEAST: Northeast Computer Services  
PO Box 690  
Rhinebeck, NY 12572  
jjeffreys@necscorp.com

10. INDEMNITY AND SAVE HARMLESS AGREEMENT: Northeast agrees to indemnify and save the Town, its officers, agents and/or employees harmless of any liability

imposed upon the Town and Village, their officers, agents and/or employees arising from the negligence, active or passive, of Northeast.

11. REQUIRED INSURANCE: Northeast shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and said insurance has been approved by the Town:

- (a) Northeast shall provide all insurance, as required by paragraph "6" of the Grant Contract in the form and in amounts as required by said Contract. Proof and approval of said insurance shall be supplied both to the Town and to the County as set forth in paragraph "6" of the Grant Contract.
- (b) Dutchess County, the Town and the Village shall be named as additional insured on all insurance policies:

12. GENERAL PROVISIONS:

- (a) Unenforceable Terms - In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Agreement shall be valid and enforceable according to its terms.
- (b) Governing Law - The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York. Neither party shall be deemed to be the author of this Agreement.
- (c) Entire Agreement - This Agreement, together with its exhibits, constitute the entire understanding and agreement between the parties and there shall be no modifications, alterations or changes in the absence of a writing signed by both parties.
- (d) Headings - The subject headings of the various paragraphs are for purposes of

convenience only and shall not be take into consideration in interpreting the provisions of the Agreement.

- (e) Counterparts - This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument.
- (f) Binding Effect - This Agreement shall be binding on and shall inure to the benefit of the parties, their respective legal representatives, successors and assigns.
- (g) Waiver - No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

**TOWN OF RHINEBECK**

**ATTEST:**

By: \_\_\_\_\_  
**ELIZABETH SPINZIA, Supervisor**

\_\_\_\_\_  
**JON GAUTIER, Town Clerk**

**NORTHEAST COMPUTER SERVICES**

By: \_\_\_\_\_  
**JAMES JEFFREYS**

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016166**

**APPOINTMENT TO COMMITTEE ON AGING**

WHEREAS, there is an open seat on the Committee on Aging for which Brian Zeidan has expressed an interest; and

WHEREAS, the Committee recommended his appointment; now, therefore, be it

RESOLVED, that Brian Zeidan is appointed to the Committee on Aging for a term expiring on December 31, 2016.

**DRAFT**

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016167**

**REVISED 2016 SEASONAL LICENSE AGREEMENT FROM THE TOWN OF  
RHINEBECK TO FARBER BROTHERS INC. TO USE THE TOWN'S WATERFRONT  
FACILITIES IN CONNECTION WITH A WATER TAXI ROUTE BETWEEN  
RHINECLIFF AND KINGSTON, NEW YORK**

WHEREAS, in 2015 the Town entered into a contract with Farber Brothers Inc. under which contract the Town granted a seasonal license to Farber to use the Town's docking facilities at the Rhinecliff landing in connection with running a water taxi service between Rhinecliff and Kingston; and

WHEREAS, by Resolution 2016112 the Town agreed to enter into a contract for 2016 under substantially the same terms as the 2015 contract; and

WHEREAS, the 2016 contract has not as yet been executed because Farber wishes to negotiate certain changes to the 2016 contract as reflected in the attached revised contract; now, therefore, be it

RESOLVED, that the Town agrees to contract with Farber Brothers for a seasonal license for Farber to use the Town's docking facilities at the Rhinecliff landing in connection with running a water taxi service between Rhinecliff and Kingston, and the Supervisor is authorized to execute a contract for 2016 in the same or substantially the same form as that attached.

**DRAFT**

**AGREEMENT FOR  
SEASONAL LICENSE**

**THIS SEASONAL LICENSE**, is made as of the \_\_\_ day of June, 2016, and by and between

**THE TOWN OF RHINEBECK**, a New York municipal corporation with address of 80 East Market Street, Rhinebeck, NY, herein referred to as "Owner", and

**FARBER BROTHERS INC.**, a New York State corporation with an office at 9 Esopus Drive, Saugerties, NY 12477, herein as referred to as "Licensee."

**WHEREAS**, Owner owns and/or controls certain lands located adjacent to, contiguous with, and between the navigable way of the Hudson River and the east bank of the Hudson River ("Town waters") and owns and/or controls certain other lands including the east bank of the Hudson River and lands located adjacent thereto and contiguous therewith and with the other lands which have legal access to public roads within the Town of Rhinebeck ("Public access area"), together with the associated riparian rights necessary to access the navigable way of the Hudson River, particularly including the area known as the Rhinecliff waterfront on which is presently located the public access area serviced by ramp and metal dock and bulkhead; and

**WHEREAS**, the Licensee is an experienced and qualified river navigation company and owns and operates upon the Hudson River one or more duly licensed passenger vessels which are maintained to United States Coast Guard standards, including a "water taxi" which can transport pedestrian passengers between proper shore-side docking facilities; and

**WHEREAS**, in conjunction with its planned revitalization of its waterfront areas, Owner has arranged for the construction at that public access area, for docking purposes, certain bulkhead improvements, including an additional ramp and floating wooden dock intended for use, in part, for regular arrivals and departures of water taxis and the loading and unloading of passengers thereto and therefrom ("Waterfront Facilities"); and

**WHEREAS**, Licensee has inspected the Waterfront Facilities intended for use by Licensee, and has found such accommodations adequate and sufficient for purposes of operating its water taxi service; and

**WHEREAS**, for both the convenience and the economical benefits to be derived by the Owner, its residents and businesses, as part of its Local Waterfront Revitalization Program, Owner desires to avail the general public, its residents and local businesses of water taxi services to be established via the Hudson River and Rondout Creek between the Rondout Creek waterfront of the City of Kingston and the Hudson River waterfront of the Town of Rhinebeck.

**WITNESSETH:**

**NOW, THEREFORE**, in consideration payment of an annual Facilities Usage Fee (defined below) and other good and valuable consideration including the mutual covenants hereinafter set forth, in hand cash to the other paid, Owner and Licensee make and agree to the representations and terms and conditions set forth herein.

1. Above Recitals. The foregoing recitals are true and correct and incorporated into this Agreement as fully set forth herein.

2. Licensee Representations. Licensee represents to Owner that it is a qualified water taxi services provider and prior to commencement of passenger transport services under this Agreement shall provide to Owner copies of pertinent documentation of certification and insurance certifications for the entity, vessel, captain, crew and equipment to be used in the performance of this Agreement. During the term of this Agreement, Licensee will keep such certifications and insurance in effect.

3. Owner Representations. Owner represents that it had entered into an agreement with the City of Kingston, New York, pursuant to which Kingston manufactured and installed a removable dock at the Rhinebeck Waterfront for use, among other things, by water taxis.

4. Contingency. This License Agreement and the obligations of Licensee hereunder are contingent upon the due completion of the above mentioned water front Facilities. This agreement is contingent upon the ability of the Licensee to arrange for permission from the City of Kingston for water taxi/ferry service to operate between the two municipalities and docking privileges in Kingston.

5. Grant of License. Owner grants to Licensee a license, effective during the term of this Agreement, for the exclusive use of said waterfront Facilities pursuant to a set schedule agreed to by Owner and Licensee, for the term of the License, to operate a water taxi route in and through Town waters and to dock, moor, and use its water taxi(s) at the Facilities. An initial schedule indicating dates and times that Licensee shall load and unload passengers in connection with its water taxi services is attached to this License Agreement as Schedule A.

6. Licensee Obligation. Subject to completion of the above stated contingencies, during the periods set forth herein, Licensee shall operate shore-boat services to transport pedestrian passengers on a regular schedule of daily passenger trips as set forth on Schedule A, subject to modification, after approval by the Owner, based upon passenger need and demand for such services, between designated shore-side facilities (including, but not necessarily limited to the Rondout Waterfront, the Rhinecliff Waterfront and the Rondout II Lighthouse).

7. Annual usage fee. Licensee shall, annually, pay to Owner a fee in the amount of one hundred and fifty dollars (\$150.00) for the right to access and use the accommodations (the "Facilities Usage Fee") at times as set forth in this agreement. Said Facilities Usage Fee shall be paid by Licensee upon the execution of this Agreement.

8. Licensee Period and Termination. The proposed period of this License is June 1, 2016 through October 12, 2016, weather permitting, and subject to the schedule of the Superintendent of Buildings and Grounds for the Town of Rhinebeck.

Notwithstanding the foregoing, Owner may revoke this license at any time, on not less than twenty-four (24) hours' notice, if Owner determines that Licensee is in violation of any of the terms of this License Agreement.

9. Compliance with Law and Licensee Warranties and Representations:

- (a) All uses permitted by this License Agreement shall be operated by Licensee in accordance with all applicable governmental laws, statutes, ordinances, rules and regulations and Licensee shall at Licensee's cost secure any and all permits and approvals required for the conduct thereof. Licensee shall promptly and fully comply with all statutes, ordinances, rules, orders, regulations, directives and requirements of the Federal, State and local governments and any and all of their respective departments and bureaus applicable to the licensed uses.
- (b) The Licensee represents and warrants that it is fully knowledgeable in the operation of a water taxi, and that its knowledge and expertise includes, but is not limited to, all applicable federal and state laws and regulations relevant to the operation of a water taxi service, including, but not limited to, water safety. The Licensee warrants that its boat is safe and also fully compliant with all applicable federal and state laws and regulations and safety requirements and procedures, and that the Licensee will at all times remain knowledgeable of all applicable laws, regulations, and safety requirements and procedures. The Licensee takes full responsibility for the operation of the water taxi. The Licensee acknowledges and understands that the Town has no expertise in the operation of a water taxi as contemplated herein and that the Town accordingly will fully rely on the Licensee's knowledge and expertise as warranted by the Licensee herein.

10. Maintenance and Repair. During its periods of occupancy, Owner shall be responsible to maintain the waterfront facilities except for the wooden dock in good condition and repair. Licensee shall be responsible to maintain all vessels and equipment thereupon in good condition and repair. The Licensee represented that it has inspected the current waterfront facilities in the Town of Rhinebeck and that the facilities are in suitable condition for operation of Licensee's ferry service. During the term of the License Agreement, the Licensee shall be responsible for maintenance and ordinary maintenance

and repair of the Rhinebeck dock and responsible for repairing any damage to the dock as a result of Licensee's operation of this ferry service. The Owner makes no representations concerning the condition of the dock or the waterfront facilities.

11. Promotion and Signage. Licensee shall be permitted to place appropriate signage upon and near the waterfront Facilities, subject to Owner's prior written approval, notifying the public of the schedule of operation and the hours of Licensee's exclusive usage of the Facilities. Schedule changes may be initiated at the discretion of the Licensee upon prior written notice to the Owner and subject to the Owner's reasonable approval of such schedule changes. The schedule set forth in Schedule "A" of this Agreement will be maintained by the Licensee and provided to the Chairperson of the Town's Recreation Committee with a copy to the Town Board.

12. Insurance. Licensee shall, during the entire term hereof, at its own expense keep in full force and effect comprehensive general liability insurance with minimum limits of not less than \$1,000,000.00 per occurrence for personal injury, death and property damage, issued by an insurance company licensed to do business in New York State. A Certificate of Insurance, naming Owner as an additional insured shall be delivered to Owner prior to the commencement of each license period covered hereby.

13. Indemnification and Hold Harmless Agreement. Licensee shall indemnify and defend Owner and save it harmless from and against any and all claims, actions, damages, liability and expense (1) by virtue of its use of the Facilities and (2) in connection with loss of life, personal injury and/or damage to property, or from violation of any laws, codes, rules or regulations of any municipal, governmental or administrative authority, arising from, out of, or in connection with any occurrence in connection with operation of Licensee's transportation services which are occasioned wholly or in part by any act or omission of Licensee, its agents, employees, servants, invitees or contractors. The provisions of this paragraph 13 shall survive expiration or other termination of this License Agreement.

14. Notice by Licensee of Incidents. Licensee shall give immediate notice to Owner in case of any incidents or accidents in Town waters or upon Town property or facilities.

15. No obstruction. Other than when loading or unloading passengers as scheduled pursuant to this License Agreement, Licensee shall not utilize or otherwise block or obstruct the Waterfront Facilities.

16. Reimbursement for Damage. Licensee shall reimburse Owner for any and all damage or injury to the Waterfront Facilities or any other property of the Owner that may arise directly or indirectly, from the use of the Waterfront Facilities by Licensee, its agents, employees, servants, invitees or contractors.

17. Non-discrimination. During the performance of this License Agreement, Licensee shall not discriminate against any employee or applicant for employment or passenger or patron because of race, religion, color, sex, sexual orientation or national

origin.

18. No conveyance of real property. The license granted herein is (a) not a conveyance of real property; (b) is not intended to grant or convey to Licensee exclusive use of the Facilities except at such times and on such dates as expressly set forth herein; and (c) is granted subject to the rights (which Owner hereby expressly reserves) of Owner to (i) use and enjoy the Facilities in any manner that does not interfere with the rights granted herein to Licensee and (ii) to grant and convey licenses, easements and rights of way to others over, under, across, and through the Facilities and to access and utilize same, so long as such conveyances do not interfere with Licensee's right to access and use the Facilities on the dates and during the times herein stated. This revocable License Agreement constitutes permission to Licensee to gain access to the Facilities in the manner and for the purposes set forth herein.

19. Exclusivity of license. Nothing contained in this License Agreement shall be construed to give Licensee an exclusive right to use or access the Facilities except pursuant to the schedule agreed to by the parties hereto. Owner expressly reserves the right to make the Facilities available to others, including, without limitation, the general public, at all times except as set forth on the schedule agreed to by the parties. Notwithstanding this provision, it is agreed that during the term of this Agreement, Licensee shall be the exclusive Licensee of ferry service with the Owner for the Contract Period. Any changes to this exclusivity will require the mutual approval of the Licensee and the Owner.

20. Operating conditions. The Licensee will carry passengers and their baggage according to the operational conditions set forth in Schedule "B" annexed hereto.

21. Assignment. Licensee may not assign this License in whole or in part without Owner's prior written consent in each instance.

22. Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants and conditions of this License or the waiver of any breach of any term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

23. Inspection. Licensee shall have the right to enter the waterfront facilities at all reasonable times for purposes of inspection.

24. No Partnership or joint obligation. Owner does not, in any way or for any purpose, become a partner of Licensee in the conduct of business or otherwise, or joint adventure or a member of a joint enterprise with Licensee.

25. Force Majeure. In the event that Owner shall be delayed or hindered in or prevented from the performance of any act required hereunder, by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of the License, then

performance of such act shall be excused for the period of delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

26. Notices. Any notice, demand, request, process or other instrument which may be or are required to be given under this License or for the enforcement thereof shall be delivered in person or sent by United States certified mail postage prepaid, or by overnight delivery via nationally recognized service and shall be delivered at or addressed to: a) if to the Owner, to the attention of the Town Clerk, at the address first hereinabove given or at such other address as Owner may designate by written notice and b) If to Licensee at the address first hereinabove given or at such other address as Licensee shall designate by written notice. Certified mail and overnight delivery shall be deemed delivered upon actual delivery upon actual delivery or upon delivery of the first notice by the US Postal Service or delivery company as set forth in track & confirm results posted at the respective service's official website.

27. Emergency Contacts. In the event of an emergency affecting the use or safety of the Waterfront Facilities or in the event of any accident involving the Waterfront Facilities, Licensee shall immediately notify the Owner in writing as provided in paragraph 19 above and also by telephone to (a) the Town Supervisor and (b) the chairperson of the Recreation Committee. As of the Signing of this License Agreement, the Town Supervisor, Elizabeth Spinzia, may be reached at (845) 876-3409 and the contact person for the Rhinecliff Landing for the duration of this Agreement is Councilperson Elaine Fernandez, may be reached at (518) 256-0714. Licensee shall notify Owner in writing no more than 24 hours after any emergency. In the event of an emergency, Licensee shall take all reasonable measures to minimize any hazards to life or property.

28. Partial Invalidity. If any term, covenant or condition of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby and each term, covenant or condition of this License shall be valid and be enforced to the fullest extent permitted by law.

29. Entire Agreement. This License sets forth all the covenants, promises, agreements, conditions and understandings between Owner and Licensee concerning this License and there are no covenants, promises, agreements, conditionals or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this License shall be binding upon Owner or Licensee unless in writing and signed by both parties hereto.

30. This revocable license shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Owner and Licensee have signed and sealed this License as of the date first written.

**OWNER: TOWN OF RHINEBECK**

By: \_\_\_\_\_  
**ELIZABETH SPINZIA, Supervisor**

**LICENSEE: FARBER BROTHERS INC.**

By: \_\_\_\_\_  
**JEFFREY FARBER, President**

### SCHEDULE "A"

Arrival times at Rhinecliff Landing\*\*:

THURSDAY	FRIDAY	SATURDAY	SUNDAY
12:30 p.m.	12:30 p.m.	12:30 p.m.	11:30 a.m.
2:30 p.m.	2:30 p.m.	2:30 p.m.	12:30 p.m.
5:30 p.m.	5:30 p.m.	5:30 p.m.	2:30 p.m.
7:30 p.m.	6:30 p.m.	6:30 p.m.	5:30 p.m.
	8:30 p.m.	8:30 p.m.	6:30 p.m.
	9:30 p.m.	9:30 p.m.	7:30 p.m.

\*\*Time to Load and Unload: 10-15 minutes per trip

## SCHEDULE "B"

The ferry will carry passengers and their luggage according to the following conditions:

- 1) **Route:** The ferry will leave the Hudson Valley Maritime Museum at 50 Rondout Landing, Kingston, NY 12401 and proceed in an easterly direction in the marked channel in the Rondout Creek. Upon reaching a position just south of the Rondout Lighthouse the ferry vessel will set a course of 100 N (true) for .410 nautical miles and dock at the Rhinecliff (Town of Rhinebeck) public dock. The return trip back to the Hudson Valley Maritime Museum will be the reciprocal course from that stated above.
- 2) **Docking requirements:** The following requirements are based on safety considerations as required by the United States Coast Guard. The Hudson River flows in both a north and south direction based on tidal forces. The current reaches 1.6 knots during a portion of the tidal cycle. Therefore, docking access from the south and north approaches are required. Priority is given to the ferry vessel to dock at the designated scheduled timing. Signage provided by the Licensee will be placed on the dock by Licensee that declares the ferry has priority to land on the dock and that all other vessels must leave the dock during the ferry docking operations.

6/13/16 Town Board Meeting; Presentation Item; TAB 15

To: Elaine Fernandez, Town Board Liaison to the Committee on Aging  
Town of Rhinebeck

From: Nina Lynch, President  
Rhinebeck at Home, Inc.

Date: June 13, 2016

Re: Transportation Services in the Town of Rhinebeck

In April 2015, Rhinebeck at Home and The Center for Healthy Aging at Northern Dutchess Hospital co-sponsored a conference called *Rhinebeck is Aging: Can We Meet the Challenge?* held at Northern Dutchess Hospital. A copy of that April 7 event is available at [pandatv23.org](http://pandatv23.org) (archives), on DVD at Starr Library and at [https://www.youtube.com/watch?time\\_continue=6&v=R07Nwnb1N5g](https://www.youtube.com/watch?time_continue=6&v=R07Nwnb1N5g).

Transportation was one of the issues that emerged as an area of concern for aging residents.

In an effort to achieve accessible, affordable transportation options for residents of Rhinebeck, Rhinebeck at Home, a locally-based, non-profit organization dedicated to helping its members live independently and stay connected with the community while growing older, is prepared to create a task force to (1) investigate and summarize existing transportation options; (2) seek information from service providers and a representative sample of individuals over age 65 to identify perceived gaps in transportation services; and (3) provide the Town Board with information that may be used to develop solutions for residents of the Town of Rhinebeck, as follows:

- We will gather and document information by meeting with
  1. the Dutchess County Transit Administrator;
  2. the volunteer driving program, Friends of Seniors;
  3. a representative of the Rhinebeck Town Van services; and
  4. private, for-hire driving services available in the northern Dutchess area.
- We will also seek out information on model volunteer transportation programs that may have been undertaken in locations geographically and economically similar to the Town of Rhinebeck, and we will provide a summary of replicable programs if available.
- We will strive to provide a report of our findings to the Town Board by year's end.

If desirable and appropriate we will also host a public forum on the topic.