

**Town of Rhinebeck**  
**Regular Board Meeting**  
**Agenda**  
**February 8, 2016 6:45 pm**

Draft 2/5/2016 1:55:58 PM

**A. Call to Order**

**B. Pledge of Allegiance**

**C. Approval of Prior Minutes**

1. January 11, 2016 Reorganization Meeting
2. January 11, 2016 Special Meeting

**D. Announcements**

**E. Committee & Liaison Reports**

**F. Resolutions**

1. Resolution 2016047 Preliminary Accounts Payable Abstracts VAP72-VAP139, 55 Checks for \$65,151.08
2. Resolution 2016048 Preliminary Accounts Payable Abstracts 2A V140-211, 47 Checks for 1,162,524.75
3. Resolution 2016049 Capital Project Abstract, 2 Checks for \$7,700.15
4. Resolution 2016050 Budget Transfers and Amendments
5. Resolution 2016051 Declaring Rhinebeck Lead Agency for Transfer of Vanderburgh Cove Sewer District to the Dutchess County Water and Wastewater Authority, Reviewing Environmental Assessment Form and Issuing Negative SEQRA Declaration
6. Resolution 2016052 Agreement for Transfer of Vanderburgh Cove Wastewater System to Dutchess County Water and Wastewater Authority
7. Resolution 2016053 Supporting Institution of a Posted Speed Limit of 10 mph Within the Thompson Thompson-Sally Mazzarella Recreation Park
8. Resolution 2016054 Appointing Chair of Zoning Board of Appeals
9. Resolution 2016055 Appointment to Zoning Board of Appeals
10. Resolution 2016056 Appointment of Registrar and Deputy Registrar
11. Resolution 2016057 Town Hall Use Application (Sinterklaas)

**Town of Rhinebeck**  
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12. Resolution 2016058 Request for Proposal Commercial Mower
13. Resolution 2016059 Shared Services Agreement with New York State Department of Transportation
14. Resolution 2016060 Appointing Planning/Zoning Attorney (Lyons)
15. Resolution 2016061 Appointment to the Thompson Mazzarella Park Committee
16. Resolution 2016062 Summer Recreation Soccer Camp

**G. New Business**

**H. Discussion Items**

1. Slate Quarry Road power lines (Tab 17)
2. Town Historian Report (Tab 18)
3. Installation of backflow prevention device in Town Hall

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

**J. Adjournment**

**Town of Rhinebeck  
Reorganization Board Meeting**

**Minutes**

**January 11, 2016 6:45 pm**

Draft of 2/2/2016 1:47 PM

Supervisor Spinzia called the meeting to order at 6:51 pm

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

Absent: None

Others Present: Dod Crane, Open Space Affordable Housing Committee  
Ryan Dowden, Chair, Conservation Advisory Board  
Melodye Moore, Chair, Planning Board  
Barry Sherrod, Highway Superintendent  
Warren Smith, Historic Structures Committee  
3 members of the public  
1 member of the press

Recording Secretary: Jon Gautier

The Pledge of Allegiance was recited.

**A. Resolutions**

1. Resolution 2016001 Order of Business for 2016 Town Board Meetings

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016001 Order of Business for 2016 Town Board Meetings adopted 5-0.

2. Resolution 2016002 Scheduling 2016 Town Board Meetings; First 2017 Regular Board Meeting; and 2017 Reorganization Meeting

Motioned by Supervisor Spinzia

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Seconded by Councilperson Scherr

Amended on the floor by 4-1 voice vote (Spinzia motion; Scherr second; Gelb No) to strike the January 25 meeting, and add a meeting on June 13 and a meeting on October 6.

Voice Vote:

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

Resolution 2016002 Scheduling 2016 Town Board Meetings; First 2017 Regular Board Meeting; and 2017 Reorganization Meeting adopted 5-0 as amended.

3. Resolution 2016003 2016 Town Holiday Schedule

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	Aye
Councilperson Fernandez	Aye
Councilperson Gelb	No
Councilperson Roberts	Aye
Councilperson Scherr	Aye

Resolution 2016003 2016 Town Holiday Schedule adopted 4-1.

4. Resolution 2016004 Official Newspaper

Motioned by Supervisor Spinzia  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016004 Official Newspaper adopted 5-0.

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5. Resolution 2016005 Official Bank

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016005 Official Bank adopted 5-0.

6. Resolution 2016006 Petty Cash Funds

Motioned by Supervisor Spinzia  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016006 Petty Cash Funds adopted 5-0.

7. Resolution 2016007 2016 Salary Schedule

Motioned by Supervisor Spinzia  
Seconded by Councilperson Gelb

Voice Vote:

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

Resolution 2016007 2016 Salary Schedule adopted 5-0.

8. Resolution 2016008 2016 Town Board Liaisons

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Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016008 2016 Town Board Liaisons adopted 5-0.

9. Resolution 2016009 Appointing Zoning Administrator

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016009 Appointing Zoning Administrator adopted 5-0.

10. Resolution 2016010 Appointing Fire Inspector

Motioned by Supervisor Spinzia  
Seconded by Councilperson Gelb

Voice Vote:

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

Resolution 2016010 Appointing Fire Inspector adopted 5-0.

11. Resolution 2016011 Appointing Building Inspector II

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

**Town of Rhinebeck**  
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Voice Vote:

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

Resolution 2016011 Appointing Building Inspector II adopted 5-0.

12. Resolution 2016012 Appointing Tax Collector and Deputy Tax Collector

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016012 Appointing Tax Collector and Deputy Tax Collector adopted 5-0.

13. Resolution 2016013 Appointing Town Clerk and Deputy Town Clerk

Motioned by Supervisor Spinzia  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016013 Appointing Town Clerk and Deputy Town Clerk adopted 5-0.

14. Resolution 2016014 Appointing Emergency Management Coordinator

Motioned by Supervisor Spinzia  
Seconded by Councilperson Roberts

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Voice Vote:

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

Resolution 2016014 Appointing Emergency Management Coordinator adopted 5-0.

15. Resolution 2016015 Appointing Dog Control Officer

Motioned by Supervisor Spinzia  
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016015 Appointing Dog Control Officer adopted 5-0.

16. Resolution 2016016 Appointing Town Attorney

Motioned by Supervisor Spinzia  
Seconded by Councilperson Gelb

Voice Vote:

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

Resolution 2016016 Appointing Town Attorney adopted 5-0.

17. Resolution 2016017 Appointing Planning/Zoning Attorney

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

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Reorganization Board Meeting  
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Amended by unanimous voice vote (Gelb motion; Fernandez second) to retain Attorney Lyons for 30 days under 2015 contract with an increased rate of \$150.

Voice Vote:

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

Resolution 2016017 Appointing Planning/Zoning Attorney adopted 5-0 as amended.

18. Resolution 2016018 Appointing Tax Certiorari Attorney

Motioned by Supervisor Spinzia  
Seconded by Councilperson Gelb

Voice Vote:

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

Resolution 2016018 Appointing Tax Certiorari Attorney adopted 5-0.

19. Resolution 2016019 Appointing Town Prosecutor

Motioned by Supervisor Spinzia  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016019 Appointing Town Prosecutor adopted 5-0.

20. Resolution 2016020 Appointing Chair of Board of Assessors

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Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016020 Appointing Chair of Board of Assessors adopted 5-0.

21. Resolution 2016021 Appointments to Conservation Advisory Board

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016021 Appointments to Conservation Advisory Board adopted 5-0.

22. Resolution 2016022 Appointments to Ethics Board

Motioned by Supervisor Spinzia  
Seconded by Councilperson Gelb

Voice Vote:

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

Resolution 2016022 Appointments to Ethics Board adopted 5-0.

23. Resolution 2016023 Appointments to the Planning Board

Motioned by Supervisor Spinzia  
Seconded by Councilperson Roberts

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Voice Vote:

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

Resolution 2016023 Appointments to the Planning Board adopted 5-0.

24. Resolution 2016024 Appointment to Zoning Board of Appeals

Motioned by Supervisor Spinzia  
Seconded by Councilperson Gelb

Voice Vote:

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

Resolution 2016024 Appointment to Zoning Board of Appeals adopted 5-0.

25. Resolution 2016025 Appointments to Aging Committee

Motioned by Supervisor Spinzia  
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016025 Appointments to Aging Committee adopted 5-0.

26. Resolution 2016026 Appointments to Cemetery Committee

Motioned by Supervisor Spinzia  
Seconded by Councilperson Gelb

Voice Vote:

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

Resolution 2016026 Appointments to Cemetery Committee adopted 5-0.

27. Resolution 2016027 Appointments to Historic Structures Committee

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016027 Appointments to Historic Structures Committee adopted 5-0.

28. Resolution 2016028 Appointments to Open Space Affordable Housing Committee

Motioned by Supervisor Spinzia  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016028 Appointments to Open Space Affordable Housing Committee adopted 5-0.

29. Resolution 2016029 Appointment to Recreation Committee

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016029 Appointment to Recreation Committee adopted 5-0.

30. Resolution 2016030 Appointments to Thompson Mazzarella Park Committee

Motioned by Supervisor Spinzia  
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016030 Appointments to Thompson Mazzarella Park Committee adopted 5-0.

31. Resolution 2016031 Appointment to Vanderburgh Cove Sewer District Committee

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016031 Appointment to Vanderburgh Cove Sewer District Committee adopted 5-0.

32. Resolution 2016032 Appointing Planning/Zoning Consulting Engineer

Motioned by Supervisor Spinzia  
Seconded by Councilperson Roberts

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Voice Vote:

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

Resolution 2016032 Appointing Planning/Zoning Consulting Engineer adopted 5-0.

33. Resolution 2016033 Appointing Town Planner

Motioned by Supervisor Spinzia  
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016033 Appointing Town Planner adopted 5-0.

34. Resolution 2016034 Appointing Representative to Northern Dutchess Alliance

Motioned by Supervisor Spinzia  
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016034 Appointing Representative to Northern Dutchess Alliance adopted 5-0.

**Town of Rhinebeck  
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**B. Adjournment**

The Board adjourned by unanimous voice vote at 7:34 pm.

Respectfully submitted,

Jon Gautier  
Town Clerk

**Town of Rhinebeck  
Special Board Meeting  
Minutes**

January 11, 2016 6:45 pm

Draft of 2/2/2016 1:49 PM

Supervisor Spinzia called the meeting to order at 6:51 pm

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

Absent:             None

Others Present:   Dod Crane, Open Space Affordable Housing Committee  
                      Ryan Dowden, Chair, Conservation Advisory Board  
                      Melodye Moore, Chair, Planning Board  
                      Barry Sherrod, Highway Superintendent  
                      Warren Smith, Historic Structures Committee  
                      3 members of the public  
                      1 member of the press

Recording Secretary: Jon Gautier

The Pledge of Allegiance was recited.

**A. Approval of Prior Minutes**

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

1. December 14, 2015 Regular Town Board Meeting

**B. Announcements**

1. Councilperson Gelb said that the annual meeting of the Association of Towns would be in February.

**C. Resolutions**

1. Resolution 2016035 Preliminary Accounts Payable Abstracts VAP1-VAP44, 35 Checks for \$17,582.07

Moteded by Supervisor Spinzia  
Seconded by Councilperson Gelb

Amended on the floor by unanimous voice vote (Gelb motion; Spinzia second) to correct voucher #21 by deducting \$18.

**Town of Rhinebeck  
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Voice Vote:

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

Resolution 2016035 Preliminary Accounts Payable Abstracts VAP1-VAP44, 35 Checks for \$17,582.07 adopted 5-0 as amended.

2. Resolution 2016036 Preliminary Abstract 1A of 2016 V45-V71, 8 Checks for \$25,268.63

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016036 Preliminary Abstract 1A of 2016 V45-V71, 8 Checks for \$25,268.63 adopted 5-0.

3. Resolution 2016037 Capital Project Abstract, 1 Check for \$1,155.00

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Amended on the floor by unanimous voice vote (Spinzia motion; Scherr second) to add a \$8000 invoice for lawn maintenance

Voice Vote:

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

Resolution 2016037 Capital Project Abstract, 1 Check for \$1,155.00 adopted 5-0 as amended.

**Town of Rhinebeck  
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4. Resolution 2016038 Budget Transfers and Amendments

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016038 Budget Transfers and Amendments adopted 5-0.

5. Resolution 2016039 Authorizing Town Supervisor to File Annual Report with the State Comptroller

Motioned by Supervisor Spinzia  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016039 Authorizing Town Supervisor to File Annual Report with the State Comptroller adopted 5-0.

6. Resolution 2016040 Sharing of Mini-Excavator Pursuant to County Grant

Motioned by Councilperson Gelb  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016040 Sharing of Mini-Excavator Pursuant to County Grant adopted 5-0.

**Town of Rhinebeck  
Special Board Meeting  
Minutes  
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7. Resolution 2016041 Sharing of Bucket Truck Pursuant to County Grant

Motioned by Councilperson Gelb  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016041 Sharing of Bucket Truck Pursuant to County Grant adopted 5-0.

8. Resolution 2016042 Contract with the Chazen Companies for Landfill Reporting and Sampling

Motioned by Councilperson Roberts  
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016042 Contract with the Chazen Companies for Landfill Reporting and Sampling adopted 5-0.

9. Resolution 2016043 2016 Maintenance Contracts

Motioned by Councilperson Gelb  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016043 2016 Maintenance Contracts adopted 5-0.

**Town of Rhinebeck  
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10. Resolution 2016044 Annual 284 Agreement for the Expenditure of Highway Monies

Motioned by Supervisor Spinzia  
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2016044 Annual 284 Agreement for the Expenditure of Highway Monies adopted 5-0.

11. Resolution 2016045 Town Hall Use Application

Motioned by Supervisor Spinzia  
Seconded by Councilperson Gelb

Voice Vote:

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

Resolution 2016045 Town Hall Use Application adopted 5-0.

12. Resolution 2016046 Workplace Employment Assistance Contract with MidHudson Regional Hospital of Westchester Medical Center

Motioned by Supervisor Spinzia  
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016046 Workplace Employment Assistance Contract with

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MidHudson Regional Hospital of Westchester Medical Center adopted 4-0.

**D. Adjournment**

The Board adjourned by unanimous voice vote at 7:51 pm.

Respectfully submitted,

Jon Gautier  
Town Clerk

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016047**

**PRELIMINARY ACCOUNTS PAYABLE ABSTRACTS VAP72-VAP139, 55 CHECKS  
FOR \$65,151.08**

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Accounts Payable Abstracts VAP72-VAP139, 55 Checks for \$65,151.08, 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 VAP72-VAP139, 55 Checks for \$65,151.08 are approved for payment.

TOWN OF RHINEBECK  
 PRELIMINARY ACCOUNTS PAYABLE ABSTRACT 2 OF 2016 VAP72-VAP139 55 CHECKS DUE 2-8-16  
 Executed By: sday

PAGE: 1  
 TIME: 16:17:05  
 DATE: 02/03/2016

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

Bank: TRUST AGENCY FD TRUST AGENCY FD

-----Checks-----

Vendor: FRONTIER FRONTIER REMIT ADDRESS  
 Invoice ID: 876-6263-JAN16 Invoice Date: 12/28/2015 Due Date: 02/08/2016  
 2016 2015 1 Yes 2015-5132- 000 -04 -5132-430 000 -200 VAP86 12/28/15-1/27/16 \$ 142.74  
 CHECK TOTAL (CHECK #: 14560 ) = \$ 142.74

Vendor: CENTRAL HUDSON CENTRAL HUDSON GAS & ELECTRIC CORP REMIT ADDRESS  
 Invoice ID: 54111260003DE15 Invoice Date: 12/31/2015 Due Date: 02/08/2016  
 2016 2015 1 Yes 001 -04 -5182-400 001 -200 VAP117 DEC'15 3006 KWH \$ 660.09  
 CHECK TOTAL (CHECK #: 14571 ) = \$ 660.09

Vendor: CENTRAL HUDSON CENTRAL HUDSON GAS & ELECTRIC CORP REMIT ADDRESS  
 Invoice ID: 54111280001DE15 Invoice Date: 12/31/2015 Due Date: 02/08/2016  
 2016 2015 1 Yes 020 -04 -5182-400 020 -200 VAP116 DEC'15 2752 KWH \$ 911.12  
 CHECK TOTAL (CHECK #: 14572 ) = \$ 911.12

Vendor: AMERICAN ROCK SALT CO., LLC AMERICAN ROCK SALT CO., LLC REMIT ADDRESS  
 Invoice ID: 466562 Invoice Date: 12/21/2015 Due Date: 02/08/2016  
 2016 2015 1 No 2015-5142- 003 -04 -5142-416 003 -200 VAP121 12/21 69.33 TON @ \$89. \$ 6,205.04  
 Invoice ID: 467547 Invoice Date: 01/04/2016 Due Date: 02/08/2016  
 2016 2015 1 No 2015-5142- 003 -04 -5142-416 003 -200 VAP120 12/30 111.76 TON SALT \$ 9,991.35  
 CHECK TOTAL (CHECK #: 14579 ) = \$ 16,196.39

Vendor: BOTTINI FUEL BOTTINI FUEL REMIT ADDRESS  
 Invoice ID: 130821 Invoice Date: 12/15/2015 Due Date: 02/08/2016  
 2016 2015 1 No 000 -01 -1620-411 000 -200 VAP98 12-15 173.5GAL OIL @ \$1 \$ 205.04  
 Invoice ID: 141386 Invoice Date: 11/25/2015 Due Date: 02/08/2016  
 2016 2015 1 No 2015-5142- 003 -04 -5142-450 003 -200 VAP72 11/25: 301.1 GAL UNL GA \$ 493.02  
 Invoice ID: 451191 Invoice Date: 11/18/2015 Due Date: 02/08/2016  
 2016 2015 1 No 2015-5142- 003 -04 -5142-450 003 -200 VAP72 11/18: 375 GAL UNL GAS \$ 563.81  
 Invoice ID: 51979 Invoice Date: 11/04/2015 Due Date: 02/08/2016  
 2016 2015 1 No 2015-5142- 003 -04 -5142-450 003 -200 VAP72 11/4:500.5 GAL UNL GAS \$ 851.10  
 Invoice ID: 544944 Invoice Date: 12/29/2015 Due Date: 02/08/2016  
 2016 2015 1 No 000 -01 -1620-411 000 -200 VAP98 12-29 166.7GAL OIL @ \$1 \$ 193.56  
 Invoice ID: 726351 Invoice Date: 12/01/2015 Due Date: 02/08/2016  
 2016 2015 1 No 000 -01 -1620-411 000 -200 VAP98 12-1 190.7GAL OIL @ \$1. \$ 271.21  
 Invoice ID: 726709 Invoice Date: 11/11/2015 Due Date: 02/08/2016  
 2016 2015 1 No 2015-5142- 003 -04 -5142-450 003 -200 VAP72 11/11: 375.2 GAL UNL GA \$ 613.38  
 Invoice ID: 836907 Invoice Date: 11/12/2015 Due Date: 02/08/2016  
 2016 2015 1 No 2015-5132- 000 -04 -5132-411 000 -200 VAP72 11/12:167.2 GAL #2FUEL \$ 258.31  
 CHECK TOTAL (CHECK #: 14580 ) = \$ 3,449.43

Vendor: CALLANAN INDUST CALLANAN INDUSTRIES, INC. REMIT ADDRESS  
 Invoice ID: 716961 Invoice Date: 11/21/2015 Due Date: 02/08/2016  
 2016 2015 1 No 2015-5110- 003 -04 -5110-421 003 -200 VAP73 11/17:3.01 TON TYPE 7 @ \$ 160.97  
 CHECK TOTAL (CHECK #: 14581 ) = \$ 160.97

Vendor: CDPHP CAP DIST. PHYSICIANS' HEALTH PLAN, INC. REMIT ADDRESS  
 Invoice ID: 153480000200 Invoice Date: 12/14/2015 Due Date: 02/08/2016  
 2016 2015 1 No 000 -08 -9060-801 000 -200 VAP74 RETIREES DEC'15 COVERAG \$ 268.50  
 2016 2015 2 No 000 -08 -9060-801 000 -200 VAP74 RETIREES DEC'15 COVERAG \$ 268.50  
 2016 2015 3 No 001 -08 -9060-801 001 -200 VAP74 RETIREES DEC'15 COVERAG \$ 268.50  
 2016 2015 4 No 001 -08 -9060-801 001 -200 VAP74 RETIREES DEC'15 COVERAG \$ 268.50

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2016	2015	5	No		003 -08 -9060-802	003 -200	VAP74 RETIREES DEC'15 COVERAG	\$ 537.00
2016	2015	6	No		003 -08 -9060-802	003 -200	VAP74 RETIREES DEC'15 COVERAG	\$ 537.00
2016	2015	7	No		003 -08 -9060-802	003 -200	VAP74 RETIREES DEC'15 COVERAG	\$ 268.50
2016	2015	8	No		001 -08 -9060-801	001 -200	VAP74 REFUND OF NOV'15 COVERA	\$ 446.87
2016	2015	9	No		001 -08 -9060-801	001 -200	VAP74 MEDICARE NOV'15 COVERAG	\$ 268.50

INVOICE TOTAL (INVOICE ID: 153480000200 ) = \$ 2,238.13

CHECK TOTAL (CHECK #: 14582 ) = \$ 2,238.13

Vendor: CHEMUNG SUPPLY CHEMUNG SUPPLY CORP. REMIT ADDRESS

Invoice ID: 7652746 RI	Invoice Date: 12/04/2015	Due Date: 02/08/2016						
2016 2015 1 No	2015-5130- 003 -04 -5130-427	003 -200	VAP80 12/4 FLOW BLADES	\$				839.00
Invoice ID: 7652752 RI	Invoice Date: 12/04/2015	Due Date: 02/08/2016						
2016 2015 1 No	2015-5130- 003 -04 -5130-427	003 -200	VAP79 12/4 CHAIN & PREMADE SE	\$				840.00
Invoice ID: 7652859 RI	Invoice Date: 12/09/2015	Due Date: 02/08/2016						
2016 2015 1 No	2015-3310- 000 -02 -3310-400	000 -200	VAP81 12/9 60 SIGN BRACKETS;	\$				382.00

CHECK TOTAL (CHECK #: 14583 ) = \$ 2,061.00

Vendor: COLARUSSO QUARR COLARUSSO QUARRY CO. REMIT ADDRESS

Invoice ID: 70065MB	Invoice Date: 12/04/2015	Due Date: 02/08/2016						
2016 2015 1 No	2015-5110- 003 -04 -5110-420	003 -200	VAP75 12/2/15:105 TON ITEM #4	\$				1,680.00
Invoice ID: 70197MB	Invoice Date: 12/11/2015	Due Date: 02/08/2016						
2016 2015 1 No	2015-5110- 003 -04 -5110-420	003 -200	VAP76 12/2/15:105 TON #4 @ \$1	\$				1,688.01

CHECK TOTAL (CHECK #: 14584 ) = \$ 3,368.01

Vendor: COLD MIX MANUFA COLD MIX MANUFACTURING CORP. REMIT ADDRESS

Invoice ID: CMM26405	Invoice Date: 12/03/2015	Due Date: 02/08/2016						
2016 2015 1 No	2015-5110- 003 -04 -5110-421	003 -200	VAP77 2 PALLETS GREEN PATCH 1	\$				884.80

CHECK TOTAL (CHECK #: 14585 ) = \$ 884.80

Vendor: CONWAY'S LAWN & CONWAY'S LAWN & POWER EQUIP., INC. REMIT ADDRESS

Invoice ID: 99130	Invoice Date: 12/02/2015	Due Date: 02/08/2016						
2016 2015 1 No	2015-5130- 003 -04 -5130-427	003 -200	VAP78 12/2 CHAIN SAW CHAIN LO	\$				14.99
2016 2015 2 No	2015-5130- 003 -08 -9089-804	003 -200	VAP78 12/2 STIHL PRO TREE HEL	\$				62.99

INVOICE TOTAL (INVOICE ID: 99130 ) = \$ 77.98

Invoice ID: 99131	Invoice Date: 12/22/2015	Due Date: 02/08/2016						
2016 2015 1 No	2015-9089- 003 -08 -9089-804	003 -200	VAP78 12/22 CHAPS	\$				109.99

CHECK TOTAL (CHECK #: 14586 ) = \$ 187.97

Vendor: CORBALLY, GARTLAND & RAPPELEYEA CORBALLY, GARTLAND & RAPPELEYEA, LLP REMIT ADDRESS

Invoice ID: 183474	Invoice Date: 12/17/2015	Due Date: 02/08/2016						
2016 2015 1 No	000 -01 -1355-452	000 -200	VAP122 12-17 KEH .6HRS @ \$150	\$				90.00
2016 2015 2 No	000 -01 -1355-452	000 -200	VAP122 FAX/PHOTOCOPY/POSTAGE	\$				2.70

INVOICE TOTAL (INVOICE ID: 183474 ) = \$ 92.70

CHECK TOTAL (CHECK #: 14587 ) = \$ 92.70

Vendor: DAILY FREEMAN DAILY FREEMAN REMIT ADDRESS

Invoice ID: 834550	Invoice Date: 11/28/2015	Due Date: 02/08/2016						
2016 2015 1 No	022 -07 -8110-457	022 -200	VAP82 2016 VCS BUDGET PUBLIC	\$				21.15
Invoice ID: 834807	Invoice Date: 11/28/2015	Due Date: 02/08/2016						
2016 2015 1 No	000 -01 -1410-449	000 -200	VAP82 FIRE PROTECTION CONTRAC	\$				24.75

CHECK TOTAL (CHECK #: 14588 ) = \$ 45.90

Vendor: DUT CTY PLANNIN DUT CTY PLANNING FEDERATION REMIT ADDRESS

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=====	==	=====	=====	==	=====	=====	=====	=====
Vendor: DUTCHESS SIGNS								
Invoice ID: 2015 DUES			Invoice Date: 01/15/2016			Due Date: 02/08/2016		
2016	2015	1	No		001 -07 -8020-447	001 -200	VAP115 2015 DUES	\$ 100.00
								CHECK TOTAL (CHECK #: 14589 ) = \$ 100.00
REMIT ADDRESS								
Invoice ID: 15691			Invoice Date: 01/05/2016			Due Date: 02/08/2016		
2016	2015	1	No	2015-5010-	000 -04 -5010-410	000 -200	3 3"X10 ENGRAVED DOOR SIGNS	\$ 75.00
								CHECK TOTAL (CHECK #: 14590 ) = \$ 75.00
Vendor: EVANGELISTA, RONALD								
Invoice ID: 2015 MI			Invoice Date: 12/31/2015			Due Date: 02/08/2016		
2016	2015	1	No		001 -07 -8010-447	001 -200	VAP83 ZEO 2015 MILEAGE 224MI	\$ 128.80
								CHECK TOTAL (CHECK #: 14591 ) = \$ 128.80
REMIT ADDRESS								
Vendor: EVOLUTION TECH								
Invoice ID: 102-2014			Invoice Date: 12/14/2015			Due Date: 02/08/2016		
2016	2015	1	No	2015-5010-	000 -04 -5010-451	000 -200	VAP85 12/14/15: 2 HR COMPUTER	\$ 180.00
Invoice ID: 104-2014			Invoice Date: 12/28/2015			Due Date: 02/08/2016		
2016	2015	1	No		000 -01 -1110-401	000 -200	VAP84 12/28 TECH SUPPORT	\$ 180.00
								CHECK TOTAL (CHECK #: 14592 ) = \$ 360.00
REMIT ADDRESS								
Vendor: FORT MILLER FAB3 CORP.								
Invoice ID: 46672			Invoice Date: 12/07/2015			Due Date: 02/08/2016		
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP124 FRAME/PLATES TO REPAIR	\$ 1,189.38
								CHECK TOTAL (CHECK #: 14593 ) = \$ 1,189.38
REMIT ADDRESS								
Vendor: GOOSE'S DIESEL								
Invoice ID: 35821			Invoice Date: 12/09/2015			Due Date: 02/08/2016		
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP87 MACK ENGINE FILTER KIT&	\$ 1,074.29
								CHECK TOTAL (CHECK #: 14594 ) = \$ 1,074.29
REMIT ADDRESS								
Vendor: H.O. PENN MACHI								
Invoice ID: PSPE3365082			Invoice Date: 12/15/2015			Due Date: 02/08/2016		
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP125 FILTER/ELEMENTS ETC MA	\$ 887.60
								CHECK TOTAL (CHECK #: 14595 ) = \$ 887.60
REMIT ADDRESS								
Vendor: HIGHWAY PART TOWN								
Invoice ID: 11/6/15			Invoice Date: 11/06/2015			Due Date: 02/08/2016		
2016	2015	1	No	2015-5720-	000 -06 -5720-440	000 -200	VAP90 10-15 7HEO HRS & 1 MEO	\$ 298.90
								CHECK TOTAL (CHECK #: 14596 ) = \$ 298.90
REMIT ADDRESS								
Vendor: HIGHWAY PART-TO								
Invoice ID: 11/5/15 BLDG			Invoice Date: 11/02/2015			Due Date: 02/08/2016		
2016	2015	1	No	3287	001 -02 -3620-440	001 -200	VAP112 8/24/15 MAINT OF FORD	\$ 269.92
Invoice ID: 2015-BLDG-DEC			Invoice Date: 01/11/2016			Due Date: 02/08/2016		
2016	2015	1	No		001 -02 -3620-450	001 -200	VAP92 DEC'15 24.8 GAL GAS @ 1	\$ 35.36
Invoice ID: 2015-CMTRY-DEC			Invoice Date: 01/11/2016			Due Date: 02/08/2016		
2016	2015	1	No	3279	000 -07 -8810-450	000 -200	VAP89 DEC'15 72 GAL GAS @ 1.4	\$ 102.68
2016	2015	2	No	3279	000 -07 -8810-412	000 -200	VAP89 DEC'15 41.2 GAL DIESEL	\$ 60.85
								INVOICE TOTAL (INVOICE ID: 2015-CMTRY-DEC ) = \$ 163.53
Invoice ID: 2015-SNRVAN-DEC			Invoice Date: 01/11/2016			Due Date: 02/08/2016		
2016	2015	1	No		000 -05 -6772-480	000 -200	VAP91 DEC'15 24.9 GAL GAS @ 1	\$ 35.51
								CHECK TOTAL (CHECK #: 14597 ) = \$ 504.32

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=====	==	=====	====	==	=====	=====	=====	=====	
Vendor: HUDSON RIVER TR				HUDSON RIVER TRUCK & TRAILER			REMIT ADDRESS		
Invoice ID: N113296				Invoice Date: 12/15/2015		Due Date: 02/08/2016			
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP126 TARP ASSEMBLE & PART K \$	444.00	
								-----	
CHECK TOTAL (CHECK #:								14598 ) = \$	444.00
Vendor: KINGSTON OIL				KINGSTON OIL SUPPLY CO.			REMIT ADDRESS		
Invoice ID: 977129				Invoice Date: 12/02/2015		Due Date: 02/08/2016			
2016	2015	1	No	2015-5142-	003 -04 -5142-412	003 -200	VAP94 12/3/15: 722.8 GAL DIES \$	1,232.30	
Invoice ID: 992102				Invoice Date: 12/17/2015		Due Date: 02/08/2016			
2016	2015	1	No	2015-5142-	003 -04 -5142-412	003 -200	VAP93 12/17/15: 500.1 GAL @1. \$	746.50	
								-----	
CHECK TOTAL (CHECK #:								14599 ) = \$	1,978.80
Vendor: LANGUAGE LINE SERVICES, INC.				LANGUAGE LINE SERVICES, INC.			REMIT ADDRESS		
Invoice ID: 3726131				Invoice Date: 11/30/2015		Due Date: 02/08/2016			
2016	2015	1	No	000 -01	-1110-458	000 -200	VAP95 11/12/15 SPANISH TRANSL \$	5.25	
								-----	
CHECK TOTAL (CHECK #:								14600 ) = \$	5.25
Vendor: MIKE'S TREE SERVICE				MIKE'S TREE SERVICE			REMIT ADDRESS		
Invoice ID: 431				Invoice Date: 12/09/2015		Due Date: 02/08/2016			
2016	2015	1	No	2015-5110-	003 -04 -5110-425	003 -200	VAP128 16HRS BUCKET TRUCK @ \$ \$	1,600.00	
Invoice ID: 441				Invoice Date: 12/23/2015		Due Date: 02/08/2016			
2016	2015	1	No	2015-5110-	003 -04 -5110-425	003 -200	VAP127 15HRS BUCKET TRUCK @ \$ \$	1,500.00	
								-----	
CHECK TOTAL (CHECK #:								14601 ) = \$	3,100.00
Vendor: MONTAGE ENTERPRR				MONTAGE ENTERPRISES, INC.			REMIT ADDRESS		
Invoice ID: 43189				Invoice Date: 12/18/2015		Due Date: 02/08/2016			
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP96 SHOES AND BOLTS AND SIN \$	195.72	
								-----	
CHECK TOTAL (CHECK #:								14602 ) = \$	195.72
Vendor: MVP HEALTH CARE				MVP HEALTH CARE INC.			REMIT ADDRESS		
Invoice ID: 2015-12				Invoice Date: 01/08/2016		Due Date: 02/08/2016			
2016	2015	1	No	000 -01	-1220-804	000 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.40	
2016	2015	2	No	000 -01	-1410-804	000 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.39	
2016	2015	3	No	000 -01	-1410-804	000 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.39	
2016	2015	4	No	000 -04	-5010-804	000 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.39	
2016	2015	5	No	000 -07	-8810-804	000 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.39	
2016	2015	6	No	000 -08	-9060-804	000 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.40	
2016	2015	7	No	003 -08	-9060-802	003 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.39	
2016	2015	8	No	003 -08	-9060-800	003 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.40	
2016	2015	9	No	003 -08	-9060-800	003 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.39	
2016	2015	10	No	003 -08	-9060-800	003 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.39	
2016	2015	11	No	003 -08	-9060-800	003 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.39	
2016	2015	12	No	003 -08	-9060-800	003 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.39	
2016	2015	13	No	003 -08	-9060-800	003 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.39	
2016	2015	14	No	003 -08	-9060-800	003 -200	VAP97 DEC'15 HRA ADMIN FEE & \$	13.40	
								-----	
INVOICE TOTAL (INVOICE ID: 2015-12								) = \$	187.50
								-----	
CHECK TOTAL (CHECK #:								14603 ) = \$	187.50
Vendor: NOBLE GAS SOLUTIONS				NOBLE GAS SOLUTIONS, INC.			REMIT ADDRESS		
Invoice ID: 964167				Invoice Date: 12/21/2015		Due Date: 02/08/2016			
2016	2015	1	No	2015-5130-	003 -04 -5130-422	003 -200	VAP129 OXYGEN, CARBON DIOXIDE \$	181.00	
								-----	
CHECK TOTAL (CHECK #:								14604 ) = \$	181.00
Vendor: OLD DOMINION				OLD DOMINION BRUSH CO.			REMIT ADDRESS		

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=====	==	=====	==	==	=====	=====	=====	=====
Vendor: PINE BUSH EQUIP PINE BUSH EQUIPMENT CO., INC. REMIT ADDRESS								
Invoice ID: 8861-209241 Invoice Date: 12/18/2015 Due Date: 02/08/2016								
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP130 BROOMS & RUNNERS FOR S	\$ 1,093.40
								-----
CHECK TOTAL (CHECK #: 14605 ) = \$								1,093.40
Vendor: RED HOOK CARQUE RED HOOK AUTOMOTIVE SUPPLY REMIT ADDRESS								
Invoice ID: 8861-209651 Invoice Date: 12/07/2015 Due Date: 02/08/2016								
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP99 CUTTING EDGE, BOLTS, NU	\$ 472.89
								-----
CHECK TOTAL (CHECK #: 14606 ) = \$								472.89
Vendor: RED HOOK T'S INC. RED HOOK T'S INC. REMIT ADDRESS								
Invoice ID: 8861-209653 Invoice Date: 11/30/2015 Due Date: 02/08/2016								
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP139 TRAILER CABLE & SWITCH	\$ 60.93
Invoice ID: 8861-209651 Invoice Date: 12/02/2015 Due Date: 02/08/2016								
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP139 CONNECTOR, PLUG,	\$ 57.34
Invoice ID: 8861-209653 Invoice Date: 12/02/2015 Due Date: 02/08/2016								
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP139 PLUG & SOCKET	\$ 38.36
Invoice ID: 8861-213383 Invoice Date: 12/17/2015 Due Date: 02/08/2016								
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP139 LIGHTS, FUSES, HOSES	\$ 861.40
Invoice ID: 8861-214745 Invoice Date: 12/24/2015 Due Date: 02/08/2016								
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP139 BRAKES #10	\$ 372.44
								-----
CHECK TOTAL (CHECK #: 14607 ) = \$								1,390.47
Vendor: RHINEBECK FORD RHINEBECK FORD, INC. REMIT ADDRESS								
Invoice ID: 902 Invoice Date: 10/30/2015 Due Date: 02/08/2016								
2016	2015	1	No	2015-9089-	003 -08 -9089-800	003 -200	VAP131 24 T-SHIRTS & 11 TANK	\$ 366.00
								-----
CHECK TOTAL (CHECK #: 14608 ) = \$								366.00
Vendor: RHINEBECK FORD RHINEBECK FORD, INC. REMIT ADDRESS								
Invoice ID: 77977 Invoice Date: 12/17/2015 Due Date: 02/08/2016								
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP100 1 LIGHT ASSEMBLY #9	\$ 49.28
								-----
CHECK TOTAL (CHECK #: 14609 ) = \$								49.28
Vendor: RICHO USA INC. RICHO USA INC. REMIT ADDRESS								
Invoice ID: 1059736194 Invoice Date: 12/18/2015 Due Date: 02/08/2016								
2016	2015	1	No	001 -02	-3620-410	001 -200	VAP88 12/17/15 1/3 OF REPAIR	\$ 123.15
2016	2015	2	No	001 -07	-8010-410	001 -200	VAP88 12/17/15 1/3 OF REPAIR	\$ 123.15
2016	2015	3	No	001 -07	-8020-410	001 -200	VAP88 12/17/15 1/3 OF REPAIR	\$ 123.15
								-----
INVOICE TOTAL (INVOICE ID: 1059736194 ) = \$								369.45
								-----
CHECK TOTAL (CHECK #: 14610 ) = \$								369.45
Vendor: SHELDON HILL FORESTRY SUPPLY SHELDON HILL FORESTRY SUPPLY REMIT ADDRESS								
Invoice ID: 5161013 Invoice Date: 12/22/2015 Due Date: 02/08/2016								
2016	2015	1	No	2015-5130-	003 -04 -5130-422	003 -200	VAP119 RIGGING FOR NEW BUCKET	\$ 686.23
								-----
CHECK TOTAL (CHECK #: 14611 ) = \$								686.23
Vendor: SHELTERPOINT LIFE INSURANCE CO SHELTERPOINT LIFE INSURANCE CO. REMIT ADDRESS								
Invoice ID: 2015 DIS AUDIT Invoice Date: 12/03/2015 Due Date: 02/08/2016								
2016	2015	1	No	000 -08	-9055-800	000 -200	VAP114 2015 AUDIT 174 MALE &	\$ 36.10
2016	2015	2	No	001 -08	-9055-800	001 -200	VAP114 2015 AUDIT 24 MALE & 2	\$ 22.50
2016	2015	3	No	003 -08	-9055-800	003 -200	VAP114 2015 AUDIT 115 MALE @	\$ 54.60
								-----
INVOICE TOTAL (INVOICE ID: 2015 DIS AUDIT ) = \$								113.20
								-----
CHECK TOTAL (CHECK #: 14612 ) = \$								113.20

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=====	==	=====	==	=====	=====	=====	=====
Vendor: STAPLES				STAPLES CREDIT PLAN		REMIT ADDRESS	
Invoice ID: 1441230131				Invoice Date: 11/17/2015		Due Date: 02/08/2016	
2016	2015 1	No	2015-5010-	000 -04 -5010-410	000 -200	VAP118 2 REMANUFACTURED TONER \$	117.58
Invoice ID: 1455039151				Invoice Date: 12/03/2015		Due Date: 02/08/2016	
2016	2015 1	No	2015-5010-	000 -04 -5010-410	000 -200	VAP118 2 3X3 POSTIT NOTES LES \$	20.00
Invoice ID: 1455222111				Invoice Date: 12/03/2015		Due Date: 02/08/2016	
2016	2015 1	No	2015-5010-	000 -04 -5010-410	000 -200	VAP118 2 CASES RECYCLED PAPER \$	108.98
Invoice ID: 1455228631				Invoice Date: 12/03/2015		Due Date: 02/08/2016	
2016	2015 1	No	2015-5010-	000 -04 -5010-410	000 -200	VAP118 MISC OFFICE SUPPLIES \$	60.80
2016	2015 2	No	2015-5010-	000 -04 -5132-410	000 -200	VAP118 2 CASES TOILET PAPER \$	53.38
2016	2015 3	No	2015-5010-	000 -04 -5132-410	000 -200	VAP118 3 FLOOR MATS \$	119.97
INVOICE TOTAL (INVOICE ID: 1455228631 ) = \$							234.15
CHECK TOTAL (CHECK #: 14613 ) = \$							480.71
Vendor: SWART, DAVID				SWART, DAVID		REMIT ADDRESS	
Invoice ID: 411542				Invoice Date: 12/15/2015		Due Date: 02/08/2016	
2016	2015 1	No	2015-7110-	000 -06 -7110-482	000 -200	VAP101 LABOR & TRUCK TO HANG \$	200.00
CHECK TOTAL (CHECK #: 14614 ) = \$							200.00
Vendor: TASCA AUTOMOTIVE GROUP				TASCA AUTOMOTIVE GROUP		REMIT ADDRESS	
Invoice ID: 94371H				Invoice Date: 12/16/2015		Due Date: 02/08/2016	
2016	2015 1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP132 1 CLUTCH KIT FOR #5 \$	225.68
CHECK TOTAL (CHECK #: 14615 ) = \$							225.68
Vendor: TOWN OF MILAN				TOWN OF MILAN		REMIT ADDRESS	
Invoice ID: 12/4/15				Invoice Date: 12/04/2015		Due Date: 02/08/2016	
2016	2015 1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP102 25% OF EXPENSE FOR PAV \$	358.25
CHECK TOTAL (CHECK #: 14616 ) = \$							358.25
Vendor: TOWN OF RHINEBECK				TOWN OF RHINEBECK		REMIT ADDRESS	
Invoice ID: POSTAGE AUG-DEC				Invoice Date: 01/26/2016		Due Date: 02/08/2016	
2016	2015 1	No	000 -01	-1110-448	000 -200	VAP103 POSTAGE 8/4-12/31/15 S \$	83.44
2016	2015 2	No	000 -01	-1355-448	000 -200	VAP103 POSTAGE 8/4-12/31/15 \$	1.42
2016	2015 3	No	000 -01	-1410-448	000 -200	VAP103 POSTAGE 8/4-12/31/15 S \$	342.00
2016	2015 4	No	000 -04	-5010-410	000 -200	VAP103 POSTAGE 8/4-12/31/15 \$	5.34
2016	2015 5	No	001 -07	-8010-448	001 -200	VAP103 POSTAGE 8/4-12/31/15 S \$	1,040.25
2016	2015 6	No	001 -07	-8020-448	001 -200	VAP103 POSTAGE 8/4-12/31/15 S \$	10.68
2016	2015 7	No	000 -01	-1650-449	000 -200	VAP103 POSTAGE 8/4-12/31/15 \$	1,483.13-
INVOICE TOTAL (INVOICE ID: POSTAGE AUG-DEC ) = \$							0.00
CHECK TOTAL (CHECK #: 14617 ) = \$							0.00
Vendor: TRAFFIC LANE CLOSURES, LLC				TRAFFIC LANE CLOSURES, LLC		REMIT ADDRESS	
Invoice ID: 0041570-00				Invoice Date: 12/08/2015		Due Date: 02/08/2016	
2016	2015 1	No	2015-3310-	000 -02 -3310-400	000 -200	VAP133 1 OLD ROCK CITY RD STR \$	57.25
CHECK TOTAL (CHECK #: 14618 ) = \$							57.25
Vendor: TRANSAXLE				TRANSAXLE		REMIT ADDRESS	
Invoice ID: PSINV366725				Invoice Date: 12/03/2015		Due Date: 02/08/2016	
2016	2015 1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP104 SPINNER MOTORS \$	518.98
CHECK TOTAL (CHECK #: 14619 ) = \$							518.98
Vendor: ULSTER UNIFORM				ULSTER UNIFORM SERVICE, INC.		REMIT ADDRESS	
Invoice ID: DEC 2015				Invoice Date: 12/31/2015		Due Date: 02/08/2016	
2016	2015 1	No	2015-9089-	003 -08 -9089-800	003 -200	VAP134 5 WEEKS SERVICE \$	287.50

TOWN OF RHINEBECK  
 PRELIMINARY ABSTRACT 2 OF 2016 VAP72-VAP139 55 CHECKS DUE 2-8-16  
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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	====	==	=====	=====	=====	=====
Invoice ID: DEC 2015 GS				Invoice Date: 12/31/2015		Due Date: 02/08/2016		
2016	2015 1	No		000 -08	-9089-800	000 -200	VAP134 DEC 5 WEEKS	\$ 30.00
								CHECK TOTAL (CHECK #: 14620) = \$ 317.50
Vendor: VAN KLEECK'S TI				VAN KLEECK'S TIRE, INC.				REMIT ADDRESS
Invoice ID: 1422827				Invoice Date: 12/16/2015		Due Date: 02/08/2016		
2016	2015 1	No		2015-5130- 003 -04	-5130-427	003 -200	VAP135 6 TIRES FOR BIG & SMAL	\$ 581.50
								CHECK TOTAL (CHECK #: 14621) = \$ 581.50
Vendor: VILLAGE OF RHIN				VILLAGE OF RHINEBECK				REMIT ADDRESS
Invoice ID: DEC'15 POLICE				Invoice Date: 01/08/2016		Due Date: 02/08/2016		
2016	2015 1	No		000 -01	-1110-421	000 -200	VAP105 DEC 6HRS CRT, 6HRS V&T	\$ 960.00
2016	2015 2	No		001 -02	-3120-420	001 -200	VAP105 DEC'15 95.5 HRS PATROL	\$ 4,775.00
2016	2015 3	No		001 -02	-3120-422	001 -200	VAP105 DEC'15 727 MILES @ \$.5	\$ 407.12
								INVOICE TOTAL (INVOICE ID: DEC'15 POLICE) = \$ 6,142.12
								CHECK TOTAL (CHECK #: 14622) = \$ 6,142.12
Vendor: VRI ENVIRONMENTAL SERVICES INC				VRI ENVIRONMENTAL SERVICES INC.				REMIT ADDRESS
Invoice ID: 19544				Invoice Date: 01/11/2016		Due Date: 02/08/2016		
2016	2015 1	No		022 -07	-8120-420	022 -200	VAP106 DEC'15 OPERATOR	\$ 947.32
2016	2015 2	No		022 -07	-8130-450	022 -200	VAP106 DEC'15 NORTH COVE TEST	\$ 140.00
2016	2015 3	No		022 -07	-8130-450	022 -200	VAP106 DEC'15 SOUTH COVE TEST	\$ 140.00
								INVOICE TOTAL (INVOICE ID: 19544) = \$ 1,227.32
								CHECK TOTAL (CHECK #: 14623) = \$ 1,227.32
Vendor: W.B.MASON				W.B.MASON CO., INC				REMIT ADDRESS
Invoice ID: I30878817				Invoice Date: 12/18/2015		Due Date: 02/08/2016		
2016	2015 1	No		2015-1620- 000 -01	-1620-410	000 -200	VAP107 1 CASE 6/CT 1150'/ROLL	\$ 75.62
								CHECK TOTAL (CHECK #: 14624) = \$ 75.62
Vendor: WARREN S. REPLA				WARREN S. REPLANSKY, ESQ.				REMIT ADDRESS
Invoice ID: DECEMBER 2015				Invoice Date: 01/05/2015		Due Date: 02/08/2016		
2016	2015 1	No		000 -01	-1420-452	000 -200	VAP108 DEC'15 GENERAL	\$ 264.00
2016	2015 2	No		000 -01	-1420-452	000 -200	VAP108 DEC'15 BUCKET TRUCK	\$ 66.00
2016	2015 3	No		000 -01	-1420-452	000 -200	VAP108 DEC'15 HWAY CONSOLIDAT	\$ 181.50
2016	2015 4	No		000 -01	-1420-452	000 -200	VAP108 DEC'15 CEMETERY	\$ 445.50
2016	2015 5	No		001 -07	-8010-452	001 -200	VAP108 DEC'15 RED WING TOLLIN	\$ 99.00
2016	2015 6	No		022 -07	-8110-452	022 -200	VAP108 DEC'15 VCS	\$ 363.00
								INVOICE TOTAL (INVOICE ID: DECEMBER 2015) = \$ 1,419.00
								CHECK TOTAL (CHECK #: 14625) = \$ 1,419.00
Vendor: WESTON & SAMPSO				WESTON & SAMPSON ENGINEERS, INC.				REMIT ADDRESS
Invoice ID: 453512				Invoice Date: 01/05/2015		Due Date: 02/08/2016		
2016	2015 1	No		RES #20152 022 -07	-8110-453	022 -200	VAP109 2015 ANNUAL REPORT 90%	\$ 2,970.00
								CHECK TOTAL (CHECK #: 14626) = \$ 2,970.00
Vendor: WILLIAMS LUMBER				WILLIAMS LUMBER & HOME CENTER				REMIT ADDRESS
Invoice ID: 270175/1				Invoice Date: 12/01/2015		Due Date: 02/08/2016		
2016	2015 1	No		2015-5720- 000 -06	-5720-440	000 -200	VAP113 12/1 REPAIR LIGHT AT W	\$ 21.27
Invoice ID: 276059/1				Invoice Date: 12/03/2015		Due Date: 02/08/2016		
2016	2015 1	No		2015-1630- 000 -01	-1630-410	000 -200	VAP113 12/3 STEEL CLAMP/NYLON	\$ 17.00
Invoice ID: 280549/1				Invoice Date: 12/05/2015		Due Date: 02/08/2016		
2016	2015 1	No		2015-1620- 000 -01	-1620-440	000 -200	VAP113 12/5 2 THERMOSTAT CVRS	\$ 31.98

TOWN OF RHINEBECK  
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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	====	==	=====	=====	=====	=====
2016	2015	2	No	2015-1620-	000 -01 -1620-440	000 -200	VAP113 12/5 HARDWARE TO INSTA	\$ 11.66
INVOICE TOTAL (INVOICE ID: 280549/1 ) = \$								43.64
Invoice ID: 282629/1				Invoice Date: 12/06/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-MAIN-	000 -01 -1630-427	000 -200	VAP113 12/6 MAIN-WIPERS	\$ 24.42
2016	2015	2	No	2015-MAIN-	000 -06 -7180-410	000 -200	VAP113 12/6 TARP AT POOL	\$ 122.19
INVOICE TOTAL (INVOICE ID: 282629/1 ) = \$								146.61
Invoice ID: 294540/1				Invoice Date: 12/10/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-5720-	000 -06 -5720-440	000 -200	VAP113 TOOLS TO INSTALL SEAWA	\$ 77.59
2016	2015	2	No	2015-5720-	000 -06 -5720-440	000 -200	VAP113 12/10 HRDWR	\$ 26.31
INVOICE TOTAL (INVOICE ID: 294540/1 ) = \$								103.90
Invoice ID: 304345/1				Invoice Date: 12/13/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-7110-	000 -06 -7110-482	000 -200	VAP113 12/13 2 SETS OF XMAS L	\$ 31.98
2016	2015	2	No	2015-7110-	000 -06 -7110-482	000 -200	VAP113 12/13 4 SETS XMAS LIGH	\$ 59.96
INVOICE TOTAL (INVOICE ID: 304345/1 ) = \$								91.94
Invoice ID: 304580/1				Invoice Date: 12/13/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-7110-	000 -06 -7110-482	000 -200	VAP113 12/13 3 STAYON LIGHTS	\$ 26.97
Invoice ID: 307099/1				Invoice Date: 12/14/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-7110-	000 -06 -7110-482	000 -200	VAP113 12/14 3 REELS OF CHRIS	\$ 47.97
Invoice ID: 307102/1				Invoice Date: 12/14/2015		Due Date: 02/08/2016		
2016	2015	1	No	000 -06	-7110-482	000 -200	VAP113 12/14 RETURN 4 REELS O	\$ 59.96-
Invoice ID: 666706/1				Invoice Date: 12/08/2015		Due Date: 02/08/2016		
2016	2015	1	No	3277	000 -07 -8810-410	000 -200	VAP113 12/8 BRAKE FLUID	\$ 10.88
Invoice ID: 669916/1				Invoice Date: 12/30/2015		Due Date: 02/08/2016		
2016	2015	1	No	000 -01	-1630-410	000 -200	VAP113 12/30 WIRE DRYER/MOTIV	\$ 11.34
Invoice ID: N98309/1				Invoice Date: 12/15/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-7110-	000 -06 -7110-482	000 -200	VAP113 12/15 2 REEL LIGHTS	\$ 31.98
Invoice ID: 065813/1				Invoice Date: 12/02/2015		Due Date: 02/08/2016		
2016	2015	1	No	3282	000 -01 -1620-410	000 -200	VAP113 12/2 TREE & LIGHTS FOR	\$ 41.95
CHECK TOTAL (CHECK #: 14627 ) = \$								535.49
Vendor: WILLIAMS LUMBER & H			WILLIAMS LUMBER & HOME CENTER			REMIT ADDRESS		
Invoice ID: 065804				Invoice Date: 12/02/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-5132-	000 -04 -5132-410	000 -200	VAP136 KEY & CLEANING PRODUCT	\$ 29.24
Invoice ID: 663947				Invoice Date: 11/19/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-5132-	000 -04 -5132-410	000 -200	VAP136 2 SWIFTER DUSTER HANDL	\$ 27.32
Invoice ID: 664035				Invoice Date: 11/19/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-5132-	000 -04 -5132-440	000 -200	VAP136 LAMPS & BULBS	\$ 154.55
Invoice ID: 664239				Invoice Date: 11/20/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP136 THREADED ROD & STRAPS	\$ 5.54
2016	2015	2	No	2015-5130-	000 -04 -5132-440	000 -200	VAP136 11-20 PAINT FOR DOORS	\$ 15.32
INVOICE TOTAL (INVOICE ID: 664239 ) = \$								20.86
Invoice ID: 667242				Invoice Date: 12/11/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-5010-	000 -04 -5010-410	000 -200	VAP136 12-11 1 MARKER BLK	\$ 3.99
2016	2015	2	No	2015-5010-	003 -08 -9089-804	003 -200	VAP136 12-11 1 FACE SHIELD	\$ 15.19
2016	2015	3	No	2015-5010-	000 -04 -5132-200	000 -200	VAP136 12-11 1 AIR HOSE	\$ 43.19
INVOICE TOTAL (INVOICE ID: 667242 ) = \$								62.37
Invoice ID: L44025				Invoice Date: 11/23/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-5132-	000 -04 -5132-440	000 -200	VAP136 11-23 COUPLERS AND AIR	\$ 73.60
Invoice ID: L64727				Invoice Date: 11/24/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-5132-	000 -04 -5132-440	000 -200	VAP136 11-24 PRIMER PAINT	\$ 21.75
Invoice ID: L67731				Invoice Date: 12/14/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP136 12-14 PAINT, BRUSHES,	\$ 58.72
Invoice ID: N06480				Invoice Date: 12/09/2015		Due Date: 02/08/2016		
2016	2015	1	No	2015-5130-	003 -04 -5130-427	003 -200	VAP136 12-9 NUTS BOLTS WASHER	\$ 29.52
CHECK TOTAL (CHECK #: 14628 ) = \$								477.93

TOWN OF RHINEBECK  
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=====	==	=====	==	==	=====	=====	=====	=====
Vendor: YAMASHITA, KERRI				KERRI L. YAMASHITA			REMIT ADDRESS	
Invoice ID: DEC'15				Invoice Date: 01/20/2016		Due Date: 02/08/2016		
2016	2015 1	No		000 -01	-1420-460	000 -200	VAP111 DEC'15 V&T 6.5HRS @ \$1	650.00
Invoice ID: NOV'15				Invoice Date: 01/20/2016		Due Date: 02/08/2016		
2016	2015 1	No		000 -01	-1420-460	000 -200	VAP110 NOV'15 V&T 2.4HRS @ \$1	240.00
2016	2015 2	No		001 -07	-8010-452	001 -200	VAP110 NOV'15 ZONING .9 HRS @ \$	90.00
INVOICE TOTAL (INVOICE ID: NOV'15 ) = \$								330.00
CHECK TOTAL (CHECK #: 14629 ) = \$								980.00
Vendor: ZELLER TIRE CO, INC.				ZELLER TIRE CO, INC.			REMIT ADDRESS	
Invoice ID: 605260				Invoice Date: 12/30/2015		Due Date: 02/08/2016		
2016	2015 1	No		2015-5130- 003 -04	-5130-427	003 -200	VAP138 2 TIRES,TUBES LABOR-LO \$	2,137.00
Invoice ID: 605261				Invoice Date: 12/30/2015		Due Date: 02/08/2016		
2016	2015 1	No		2015-5130- 003 -04	-5130-427	003 -200	VAP137 2 SPARE WHEEL FOR #1 & \$	796.00
CHECK TOTAL (CHECK #: 14630 ) = \$								2,933.00
TOTAL CHECKS = \$								65,151.08
TOTAL BANK ( TRUST AGENCY FD ) = \$								65,151.08
TOTAL PAYMENTS = \$								65,151.08

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016048**

**PRELIMINARY ACCOUNTS PAYABLE ABSTRACTS 2A V140-211, 47 CHECKS FOR  
1,162,524.75**

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Accounts Payable Abstracts 2A V140-211, 47 Checks for 1,162,524.75, 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 2A V140-211, 47 Checks for 1,162,524.75, are approved for payment.

TOWN OF RHINEBECK  
 PRELIMINARY ABSTRACT 2A V140-V211 47 CHECKS DUE DATE 2-9-16  
 Executed By: krussell

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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
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Bank: TRUST AGENCY FD TRUST AGENCY FD

-----Checks-----

Vendor: NYS AND LOCAL R  
 NYS AND LOCAL RETIREMENT SYSTEMS REMIT ADDRESS

Invoice ID	Invoice Date	Due Date	Account Code	Credit Code	Description	Amount
2016 2016 1 Yes	01/27/2016	02/09/2016	000 -08 -9010-800	000 -200	V164 1/1/16-3/31/16 ESTIMATE	\$ 12,031.00
2016 2016 2 Yes	01/27/2016	02/09/2016	001 -08 -9010-800	001 -200	V164 1/1/16-3/31/16 ESTIMATE	\$ 1,750.00
2016 2016 3 Yes	01/27/2016	02/09/2016	003 -08 -9010-800	003 -200	V164 1/1/16-3/31/16 ESTIMATE	\$ 14,048.00
2016 2016 4 Yes	01/27/2016	02/09/2016	000 -601	000 -200	V164 4/1/15-12/31/15 ACTUAL	\$ 73,034.00
2016 2016 5 Yes	01/27/2016	02/09/2016	001 -601	001 -200	V164 4/1/15-12/31/15 ACTUAL	\$ 6,239.00
2016 2016 6 Yes	01/27/2016	02/09/2016	002 -601	002 -200	V164 4/1/15-12/31/15 ACTUAL	\$ 593.00
2016 2016 7 Yes	01/27/2016	02/09/2016	003 -601	003 -200	V164 4/1/15-12/31/15 ACTUAL	\$ 42,272.00
INVOICE TOTAL (INVOICE ID: 2016 ANNUAL INV ) =						\$ 149,967.00
CHECK TOTAL (CHECK #: 14573 ) =						\$ 149,967.00

Vendor: AMERICAN PRINTING & OFFICE SUP AMERICAN PRINTING & OFFICE SUPPLIES REMIT ADDRESS

Invoice ID	Invoice Date	Due Date	Account Code	Credit Code	Description	Amount
2016 2016 1 No	01/12/2016	02/09/2016	000 -01 -1410-410	000 -200	V140 1/12/16 10 BINDERS AND L	\$ 117.56
2016 2016 2 No	01/12/2016	02/09/2016	001 -02 -3620-410	001 -200	V140 1/12/16 BLACK TONER	\$ 59.99
2016 2016 3 No	01/12/2016	02/09/2016	000 -01 -1650-410	000 -200	V140 1/12/16 FOLDERS, NOTEBOO	\$ 109.87
INVOICE TOTAL (INVOICE ID: 631435-1 ) =						\$ 287.42
CHECK TOTAL (CHECK #: 14631 ) =						\$ 287.42

Vendor: ASSOCIATION OF ASSOCIATION OF TOWNS OF STATE OF NEW YOR REMIT ADDRESS

Invoice ID	Invoice Date	Due Date	Account Code	Credit Code	Description	Amount
2016 2016 1 No	01/15/2016	02/09/2016	000 -01 -1410-447	000 -200	V141 2/14-2/17 ANNUAL TRAININ	\$ 125.00
2016 2016 2 No	01/15/2016	02/09/2016	000 -01 -1010-400	000 -200	V142 1/15/16 NTO TRAINING-ROB	\$ 200.00
2016 2016 3 No	01/15/2016	02/09/2016	000 -01 -1220-447	000 -200	V143 2/14-2/17 ANNUAL TRAININ	\$ 125.00
INVOICE TOTAL (INVOICE ID: 2016 TRAINING ) =						\$ 450.00
CHECK TOTAL (CHECK #: 14632 ) =						\$ 450.00

Vendor: BUSINESS AUTOMA BUSINESS AUTOMATION SERVICES REMIT ADDRESS

Invoice ID	Invoice Date	Due Date	Account Code	Credit Code	Description	Amount
2016 2016 1 No	01/01/2016	02/09/2016	000 -01 -1410-454	000 -200	V145 BAS SUPPORT/MAINT 3/1/16	\$ 1,190.00
CHECK TOTAL (CHECK #: 14633 ) =						\$ 1,190.00

Vendor: CARDMEMBER SERVICE CARDMEMBER SERVICE REMIT ADDRESS

Invoice ID	Invoice Date	Due Date	Account Code	Credit Code	Description	Amount
2016 2016 1 No	01/21/2016	02/09/2016	000 -01 -1680-401	000 -200	V207 1/4/16 MAILCHIMP	\$ 15.00
2016 2016 1 No	01/21/2016	02/09/2016	000 -01 -1650-449	000 -200	V207 12/25/15 STAMPS.COM	\$ 15.99
2016 2016 1 No	01/21/2016	02/09/2016	000 -01 -1650-449	000 -200	V207 1/8/16 POSTAGE STAMPS.CO	\$ 200.00
2016 2016 1 No	01/21/2016	02/09/2016	000 -01 -1330-448	000 -200	V207 1/14/16 USPS 3000 STAMPS	\$ 1,470.00
2016 2016 1 No	01/21/2016	02/09/2016	000 -01 -1330-448	000 -200	V207 1/15/16 USPS PRIORITY MA	\$ 11.50
CHECK TOTAL (CHECK #: 14634 ) =						\$ 1,712.49

Vendor: CDPHP CAP DIST. PHYSICIANS' HEALTH PLAN, INC. REMIT ADDRESS

Invoice ID	Invoice Date	Due Date	Account Code	Credit Code	Description	Amount
2016 2016 1 No	01/13/2016	02/09/2016	000 -08 -9060-801	000 -200	V146 RETIREES FEB'16 COVERAGE	\$ 287.20
2016 2016 2 No	01/13/2016	02/09/2016	000 -08 -9060-801	000 -200	V146 RETIREES FEB'16 COVERAGE	\$ 287.20

TOWN OF RHINEBECK  
 PRELIMINARY ABSTRACT 2A V140-V211 47 CHECKS DUE DATE 2-9-16  
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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
2016	2016 3	No			001 -08 -9060-801	001 -200	V146 RETIREES FEB'16 COVERAGE \$	287.20
2016	2016 4	No			001 -08 -9060-801	001 -200	V146 RETIREES FEB'16 COVERAGE \$	287.20
2016	2016 5	No			003 -08 -9060-802	003 -200	V146 RETIREES FEB'16 COVERAGE \$	287.20
2016	2016 6	No			003 -08 -9060-802	003 -200	V146 RETIREES FEB'16 COVERAGE \$	574.40
2016	2016 7	No			003 -08 -9060-802	003 -200	V146 RETIREES FEB'16 COVERAGE \$	287.20

INVOICE TOTAL (INVOICE ID: 160130032011 ) = \$ 2,297.60

CHECK TOTAL (CHECK #: 14635 ) = \$ 2,297.60

Vendor:	CENTRAL HUDSON	CENTRAL HUDSON GAS & ELECTRIC CORP	REMIT ADDRESS		
Invoice ID:	53521840008JA16	Invoice Date: 01/26/2016	Due Date: 02/09/2016		
2016	2016 1 No	022 -07 -8130-460	022 -200	V209 11/25/15-1/26/16	\$ 99.72
Invoice ID:	53521870005JA16	Invoice Date: 01/26/2016	Due Date: 02/09/2016		
2016	2016 1 No	022 -07 -8130-460	022 -200	V209 11/25/15-1/26/16	\$ 103.30
Invoice ID:	56091880007JA16	Invoice Date: 01/18/2016	Due Date: 02/09/2016		
2016	2016 1 No	000 -06 -7180-431	000 -200	V147 12/15/15-1/18/16 101 KWH	\$ 94.67
Invoice ID:	56612065005JA16	Invoice Date: 01/25/2016	Due Date: 02/09/2016		
2016	2016 1 No	000 -07 -8161-431	000 -200	V209 12/22/15-1/25/16	\$ 221.29

CHECK TOTAL (CHECK #: 14636 ) = \$ 518.98

Vendor:	CIA SECURITY	CIA SECURITY	REMIT ADDRESS		
Invoice ID:	246547	Invoice Date: 01/01/2016	Due Date: 02/09/2016		
2016	2016 1 No	000 -01 -1110-454	000 -200	V148 DURESS SYS RENTAL 1/1/16	\$ 47.25
2016	2016 2 No	000 -01 -1110-454	000 -200	V148 DURESS SYS MOITORING 1/1	\$ 72.00

INVOICE TOTAL (INVOICE ID: 246547 ) = \$ 119.25

CHECK TOTAL (CHECK #: 14637 ) = \$ 119.25

Vendor:	CONSTELLATION NEWENERGY, INC	CONSTELLATION NEWENERGY, INC	REMIT ADDRESS		
Invoice ID:	30249195-0001	Invoice Date: 01/22/2016	Due Date: 02/09/2016		
2016	2016 1 No	000 -06 -7180-431	000 -200	V211 12/15/15-1/17/16	\$ 8.03
Invoice ID:	30390846-0001	Invoice Date: 01/22/2016	Due Date: 02/09/2016		
2016	2016 1 No	000 -07 -8161-431	000 -200	V211 12/22/15-1/24/16	\$ 272.13

CHECK TOTAL (CHECK #: 14638 ) = \$ 280.16

Vendor:	CUNNINGHAM, BAR	CUNNINGHAM, BARBARA	REMIT ADDRESS		
Invoice ID:	FEB'16	Invoice Date: 02/01/2016	Due Date: 02/09/2016		
2016	2016 1 No	000 -08 -9060-801	000 -200	V150 FEB'16 HEALTH REIMBURSEM	\$ 397.55
Invoice ID:	JAN'16	Invoice Date: 01/01/2016	Due Date: 02/09/2016		
2016	2016 1 No	000 -08 -9060-801	000 -200	V149 JAN'16 HEALTH REIMBURSEM	\$ 390.50

CHECK TOTAL (CHECK #: 14639 ) = \$ 788.05

Vendor:	DUT CTY ASSESSO	DUT CTY ASSESSORS' ASSOCIATION	REMIT ADDRESS		
Invoice ID:	2016 DUES	Invoice Date: 02/02/2016	Due Date: 02/09/2016		
2016	2016 1 No	000 -01 -1355-447	000 -200	V151 2016 MEMBERSHIP DUES X3	\$ 105.00

CHECK TOTAL (CHECK #: 14640 ) = \$ 105.00

Vendor:	DUT CTY CLERK	DUTCHESS COUNTY CLERK	REMIT ADDRESS		
Invoice ID:	O2GA6185282	Invoice Date: 01/01/2016	Due Date: 02/09/2016		
2016	2016 1 No	000 -01 -1410-410	000 -200	V152 NOTARY FEE-WINNE 4/14/16	\$ 60.00

CHECK TOTAL (CHECK #: 14641 ) = \$ 60.00

Vendor:	EVOLUTION TECH	EVOLUTION TECHNOLOGIES	REMIT ADDRESS		
Invoice ID:	01-2016	Invoice Date: 02/02/2016	Due Date: 02/09/2016		
2016	2016 1 No	2016-1110- 000 -01 -1110-401	000 -200	V155 TECH SUPPORT	\$ 90.00
Invoice ID:	105-2014	Invoice Date: 01/03/2016	Due Date: 02/09/2016		

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2016	2016	1	No	2016-1110-	000 -01 -1110-401	000 -200	V153 DOMAIN/EMAIL	\$ 75.00
Invoice ID: 107-2014				Invoice Date: 01/05/2016		Due Date: 02/09/2016		
2016	2016	1	No	2016-1110-	000 -01 -1110-401	000 -200	V153 DOMAIN REGISTRATION	\$ 50.00
Invoice ID: 111-2014				Invoice Date: 01/12/2016		Due Date: 02/09/2016		
2016	2016	1	No	2016-1110-	000 -01 -1110-401	000 -200	V154 TECH SUPPORT	\$ 90.00
2016	2016	2	No	2016-1110-	000 -01 -1110-200	000 -200	V154 TRENDNET SWITCH	\$ 85.00

INVOICE TOTAL (INVOICE ID: 111-2014 ) = \$ 175.00

Invoice ID: 112-2014				Invoice Date: 01/13/2016		Due Date: 02/09/2016		
2016	2016	1	No	2016-1110-	000 -01 -1110-200	000 -200	V154 ROUTER	\$ 65.00
2016	2016	2	No	2016-1110-	000 -01 -1110-401	000 -200	V154 TECH SUPPORT	\$ 90.00

INVOICE TOTAL (INVOICE ID: 112-2014 ) = \$ 155.00

CHECK TOTAL (CHECK #: 14642 ) = \$ 545.00

Vendor:	FRONTIER	FRONTIER	REMIT ADDRESS
Invoice ID: 876-3203-FEB'16	Invoice Date: 01/21/2016	Due Date: 02/09/2016	
2016 2016 1 No	000 -01 -1620-430	000 -200	V208 1/28/16-2/27/16 \$ 47.76
Invoice ID: 876-3616-FEB'16	Invoice Date: 01/21/2016	Due Date: 02/09/2016	
2016 2016 1 No	000 -06 -7180-430	000 -200	V208 1/28/16-2/27/16 \$ 36.31
Invoice ID: 876-3961-FEB'16	Invoice Date: 01/21/2016	Due Date: 02/09/2016	
2016 2016 1 No	000 -07 -8810-430	000 -200	V208 1/28/16-2/27/16 \$ 41.45
2016 2016 2 No	000 -07 -8810-429	000 -200	V208 1/28/16-2/27/16 \$ 19.99

INVOICE TOTAL (INVOICE ID: 876-3961-FEB'16 ) = \$ 61.44

CHECK TOTAL (CHECK #: 14643 ) = \$ 145.51

Vendor:	GAUTIER, JON	JON GAUTIER	REMIT ADDRESS
Invoice ID: 1/11/16	Invoice Date: 02/03/2016	Due Date: 02/09/2016	
2016 2016 1 No	000 -01 -1330-447	000 -200	V156 MI CTY FOR TAX BILLS(36. \$ 20.93

CHECK TOTAL (CHECK #: 14644 ) = \$ 20.93

Vendor:	HILLSIDE FIRE D	HILLSIDE FIRE DISTRICT	REMIT ADDRESS
Invoice ID: 2016	Invoice Date: 01/26/2016	Due Date: 02/09/2016	
2016 2016 1 No	031 -02 -3410-400	031 -200	V157 HILLSIDE FIRE DIST \$ 73,913.00
2016 2016 2 No	032 -02 -3410-400	032 -200	V157 HILLSIDE CONTRACT \$ 32,384.00

INVOICE TOTAL (INVOICE ID: 2016 ) = \$ 106,297.00

CHECK TOTAL (CHECK #: 14645 ) = \$ 106,297.00

Vendor:	JOHNSON, ELIZABE	JOHNSON, ELIZABETH C.	REMIT ADDRESS
Invoice ID: 2016 TRAINING	Invoice Date: 01/21/2016	Due Date: 02/09/2016	
2016 2016 1 No	000 -01 -1110-447	000 -200	V158 2/14-2/16 ASSOC TRAINING \$ 62.50
2016 2016 2 No	000 -01 -1110-447	000 -200	V158 2/14-2/16 ASSOC TRAINING \$ 292.00

INVOICE TOTAL (INVOICE ID: 2016 TRAINING ) = \$ 354.50

CHECK TOTAL (CHECK #: 14646 ) = \$ 354.50

Vendor:	KRENTSA, MICHAEL	KRENTSA, MICHAEL	REMIT ADDRESS
Invoice ID: 1/30/16	Invoice Date: 01/30/2016	Due Date: 02/09/2016	
2016 2016 1 No	2015-9089- 003 -08 -9089-801	003 -200	V159 2016 BOOTS \$ 129.59

CHECK TOTAL (CHECK #: 14647 ) = \$ 129.59

Vendor:	MORTON MEMORIAL	MORTON MEMORIAL LIBRARY	REMIT ADDRESS
Invoice ID: 2016	Invoice Date: 01/26/2016	Due Date: 02/09/2016	
2016 2016 1 No	000 -06 -7410-401	000 -200	V160 414 REFERENDUM \$ 35,000.00
2016 2016 2 No	000 -06 -7410-401	000 -200	V160 NEW REFERENDUM 2013 \$ 42,000.00

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INVOICE TOTAL (INVOICE ID: 2016 ) = \$ 77,000.00

CHECK TOTAL (CHECK #: 14648 ) = \$ 77,000.00

Vendor: MURPHY, DENISE  
 Invoice ID: 2016 TRAINING  
 2016 2016 1 No

MURPHY, DENISE A.  
 Invoice Date: 01/14/2016 Due Date: 02/09/2016  
 000 -01 -1110-447

REMIT ADDRESS

V162 2016 ANNUAL ASSOC TRAINI \$ 125.00

CHECK TOTAL (CHECK #: 14649 ) = \$ 125.00

Vendor: MVP HEALTH CARE  
 Invoice ID: 7339157

MVP HEALTH CARE INC.  
 Invoice Date: 01/09/2016 Due Date: 02/09/2016

REMIT ADDRESS

2016	2016	1	No	000	-01	-1220-804	000 -200	V161 FEB'16 COVERAGE - SD	\$	1,453.64
2016	2016	2	No	000	-01	-1410-804	000 -200	V161 FEB'16 COVERAGE - JG	\$	1,453.64
2016	2016	3	No	000	-01	-1410-804	000 -200	V161 FEB'16 COVERAGE - JW	\$	995.58
2016	2016	4	No	000	-04	-5010-804	000 -200	V161 FEB'16 COVERAGE - KK	\$	995.58
2016	2016	5	No	000	-07	-8810-804	000 -200	V161 FEB'16 COVERAGE - GS	\$	995.58
2016	2016	6	No	000	-08	-9060-804	000 -200	V161 FEB'16 COVERAGE - RF	\$	1,453.64
2016	2016	7	No	003	-08	-9060-802	003 -200	V161 FEB'16 COVERAGE - AC	\$	1,453.64
2016	2016	8	No	003	-08	-9060-800	003 -200	V161 FEB'16 COVERAGE - BH	\$	881.18
2016	2016	9	No	003	-08	-9060-800	003 -200	V161 FEB'16 COVERAGE - MK	\$	995.58
2016	2016	10	No	003	-08	-9060-800	003 -200	V161 FEB'16 COVERAGE - RL	\$	995.58
2016	2016	11	No	003	-08	-9060-800	003 -200	V161 FEB'16 COVERAGE - ML	\$	497.79
2016	2016	12	No	003	-08	-9060-800	003 -200	V161 FEB'16 COVERAGE - RR	\$	881.18
2016	2016	13	No	003	-08	-9060-800	003 -200	V161 FEB'16 COVERAGE LESS DEN	\$	1,348.82
2016	2016	14	No	003	-08	-9060-800	003 -200	V161 FEB'16 COVERAGE - RW	\$	995.58

INVOICE TOTAL (INVOICE ID: 7339157 ) = \$ 13,405.85

CHECK TOTAL (CHECK #: 14650 ) = \$ 13,405.85

Vendor: N.Y. PLANNING F  
 Invoice ID: 11808

N.Y. PLANNING FEDERATION  
 Invoice Date: 01/01/2016 Due Date: 02/09/2016  
 001 -07 -8020-447  
 001 -07 -8010-447

REMIT ADDRESS

V163 2016 DUES \$ 125.00  
 V163 2016 DUES \$ 125.00

INVOICE TOTAL (INVOICE ID: 11808 ) = \$ 250.00

CHECK TOTAL (CHECK #: 14651 ) = \$ 250.00

Vendor: NYS ASSOC MAGIS  
 Invoice ID: 2016 DUES

NYS ASSOC OF MAGISTRATES COURT CLERKS  
 Invoice Date: 01/19/2016 Due Date: 02/09/2016  
 000 -01 -1110-447  
 000 -01 -1110-447

REMIT ADDRESS

V165 2016 MEMBERSHIP DUES-MUR \$ 40.00  
 V165 2016 MEMBERSHIP DUES-JOH \$ 40.00

INVOICE TOTAL (INVOICE ID: 2016 DUES ) = \$ 80.00

CHECK TOTAL (CHECK #: 14652 ) = \$ 80.00

Vendor: NYS EMPLOYEES H  
 Invoice ID: 493

NYS EMPLOYEES HEALTH INSURANCE PENDING A  
 Invoice Date: 01/04/2016 Due Date: 02/09/2016  
 000 -01 -1355-804  
 000 -08 -9060-801

REMIT ADDRESS

V166 JAN'16 COVERAGE- DBV \$ 1,928.27  
 V166 JAN'16 COVERAGE- DT \$ 454.85

INVOICE TOTAL (INVOICE ID: 493 ) = \$ 2,383.12

CHECK TOTAL (CHECK #: 14653 ) = \$ 2,383.12

Vendor: OFFICE OF THE S  
 Invoice ID: 1337070-2015-12  
 2016 2016 2 No

OFFICE OF THE STATE COMPTROLLER  
 Invoice Date: 01/05/2016 Due Date: 02/09/2016  
 000 -690

REMIT ADDRESS

V167 DEC'15 FINES TOWN SHARE \$ 5,247.00

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=====	==	=====	====	==	=====	=====	=====	=====
				RED HOOK TAX COLLECTOR			REMIT ADDRESS	
Vendor: RED HOOK TAX CO				Invoice ID: 2016			Invoice Date: 12/15/2015	Due Date: 02/09/2016
2016	2016	1	No		000 -01 -1950-400	000 -200	V168 2016 FIRE PROT TAXES ON	\$ 30.74
2016	2016	2	No		000 -01 -1950-400	000 -200	V168 4145 2016 FIRE PROT TAXE	\$ 347.53
								INVOICE TOTAL (INVOICE ID: 2016) = \$ 378.27
								CHECK TOTAL (CHECK #: 14654) = \$ 5,247.00
				RHINEBECK WATER DEPARTMENT			REMIT ADDRESS	
Vendor: RHINEBECK WATER				Invoice ID: 2016			Invoice Date: 01/26/2015	Due Date: 02/09/2016
2016	2016	1	No		021 -07 -8320-400	021 -200	V169 RHINECLIFF WATER DISTRIC	\$ 12,900.00
2016	2016	2	No		032 -02 -3410-400	032 -200	V169 VILLAGE HYDRANTS	\$ 4,800.00
								INVOICE TOTAL (INVOICE ID: 2016) = \$ 17,700.00
								CHECK TOTAL (CHECK #: 14655) = \$ 378.27
				RHINECLIFF FIRE DISTRICT			REMIT ADDRESS	
Vendor: RHINECLIFF FIRE				Invoice ID: 2016			Invoice Date: 01/26/2015	Due Date: 02/09/2016
2016	2016	1	No		030 -02 -3410-400	030 -200	V170 RHINECLIFF FIRE DISTRICT	\$ 65,250.00
2016	2016	2	No		032 -02 -3410-400	032 -200	V170 RHINECLIFF CONTRACT	\$ 62,055.00
								INVOICE TOTAL (INVOICE ID: 2016) = \$ 127,305.00
								CHECK TOTAL (CHECK #: 14657) = \$ 127,305.00
				EDMUND ROBERTS			REMIT ADDRESS	
Vendor: ROBERTS, EDMUND				Invoice ID: 2016 TRAINING			Invoice Date: 01/26/2015	Due Date: 02/09/2016
2016	2016	1	No		000 -01 -1010-400	000 -200	V171 DESMOND HOTEL 1/12-1/14/	\$ 387.00
								CHECK TOTAL (CHECK #: 14658) = \$ 387.00
				SAFEGUARD BUSINESS SYSTEMS, INC.			REMIT ADDRESS	
Vendor: SAFEGUARD BUSIN				Invoice ID: 31222913			Invoice Date: 01/20/2016	Due Date: 02/09/2016
2016	2016	1	No		000 -01 -1410-410	000 -200	V172 5000 SHT BLUE SECURITY P	\$ 485.01
2016	2016	2	No		000 -01 -1410-410	000 -200	V172 SHIPPING BLUE SECURITY P	\$ 31.79
								INVOICE TOTAL (INVOICE ID: 31222913) = \$ 516.80
								CHECK TOTAL (CHECK #: 14659) = \$ 516.80
				SCHWAAB, INC.			REMIT ADDRESS	
Vendor: SCHWAAB, INC.				Invoice ID: A024627			Invoice Date: 01/06/2016	Due Date: 02/09/2016
2016	2016	1	No	3301	000 -01 -1110-410	000 -200	V173 3 STAMPS-COPY,SEALED,SCO	\$ 102.00
								CHECK TOTAL (CHECK #: 14660) = \$ 102.00
				SHELTERPOINT LIFE INSURANCE CO.			REMIT ADDRESS	
Vendor: SHELTERPOINT LIFE INSURANCE CO				Invoice ID: 2016			Invoice Date: 01/06/2016	Due Date: 02/09/2016
2016	2016	1	No		000 -08 -9055-800	000 -200	V174 2016 DISABILITY DEPOSIT	\$ 1,180.80
2016	2016	2	No		001 -08 -9055-800	001 -200	V174 2016 DISABILITY DEPOSIT	\$ 170.05
2016	2016	3	No		003 -08 -9055-800	003 -200	V174 2016 DISABILITY DEPOSIT	\$ 224.25
								INVOICE TOTAL (INVOICE ID: 2016) = \$ 1,575.10
								CHECK TOTAL (CHECK #: 14661) = \$ 1,575.10
				SPAIN AGENCY, INC.			REMIT ADDRESS	
Vendor: SPAIN AGENCY, INC.				Invoice ID: 2016			Invoice Date: 01/06/2016	Due Date: 02/09/2016
2016	2016	1	No		000 -01 -1910-400	000 -200	V175 2016 COMMERCIAL PKG & FI	\$ 20,169.80

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=====	==	=====	====	==	=====	=====	=====	=====
2016	2016	2	No		001 -01 -1910-400	001 -200	V175 2016 COMMERCIAL PKG & FI \$	9,934.38
2016	2016	3	No		001 -01 -1910-400	001 -200	V175 2016 CAPITALIZATION 33% \$	320.38
2016	2016	4	No		000 -01 -1910-400	000 -200	V175 2016 CAPITALIZATION 67% \$	650.46
2016	2016	5	No		000 -01 -1910-400	000 -200	V175 2016 PUBLIC OFFICIALS 67 \$	3,444.00
2016	2016	6	No		001 -01 -1910-400	001 -200	V175 2016 PUBLIC OFFICIALS 33 \$	1,696.30
2016	2016	7	No		001 -01 -1910-400	001 -200	V175 2016 INLAND MARINE 33% \$	3,185.69
2016	2016	8	No		000 -01 -1910-400	000 -200	V175 2016 INLAND MARINE 67% \$	6,467.91
2016	2016	9	No		000 -01 -1910-400	000 -200	V175 2016 COMM AUTO +DMV FEE \$	4,838.07
2016	2016	10	No		001 -01 -1910-400	001 -200	V175 2016 COMM AUTO +DMV FEE \$	2,382.93
2016	2016	11	No		001 -01 -1910-400	001 -200	V175 2016 UMBRELLA 33% \$	1,340.20
2016	2016	12	No		000 -01 -1910-400	000 -200	V175 2016 UMBRELLA 67% \$	2,721.00

INVOICE TOTAL (INVOICE ID: 2016 ) = \$ 57,151.12

CHECK TOTAL (CHECK #: 14662 ) = \$ 57,151.12

Vendor: SPINZIA, ELIZABETH

SPINZIA, ELIZABETH

REMIT ADDRESS

Invoice ID: 3353373048

Invoice Date: 01/10/2016

Due Date: 02/09/2016

2016 2016 1 No

000 -01 -1220-454

000 -200

V176 VERIZON REIMBURSE 12/11/ \$

80.00

Invoice ID: REIMBURSEMENTS

Invoice Date: 01/22/2016

Due Date: 02/09/2016

2016 2016 1 No

000 -01 -1220-447

000 -200

V144 DCSMA JAN'16 MI-21 X.575 \$

24.15

2016 2016 2 No

000 -01 -1220-447

000 -200

V144 DC911 MI 2 X 22 X .575 \$

25.30

2016 2016 3 No

000 -01 -1220-447

000 -200

V144 DCSMA FEB'16 \$

30.00

INVOICE TOTAL (INVOICE ID: REIMBURSEMENTS ) = \$ 79.45

CHECK TOTAL (CHECK #: 14663 ) = \$ 159.45

Vendor: STARR LIBRARY

STARR LIBRARY

REMIT ADDRESS

Invoice ID: 2016

Invoice Date: 01/26/2016

Due Date: 02/09/2016

2016 2016 1 No

000 -06 -7410-400

000 -200

V177 414 REFERENDUM APPROVED \$

225,000.00

2016 2016 2 No

000 -06 -7410-400

000 -200

V177 414 REFERENDUM APPROVED \$

99,800.00

INVOICE TOTAL (INVOICE ID: 2016 ) = \$ 324,800.00

CHECK TOTAL (CHECK #: 14664 ) = \$ 324,800.00

Vendor: TIME WARNER CAB

TIME WARNER CABLE

REMIT ADDRESS

Invoice ID: 26240567

Invoice Date: 01/26/2016

Due Date: 02/09/2016

2016 2016 1 No

000 -01 -1620-429

000 -200

V210 1/30/16-2/29/16 \$

189.00

2016 2016 2 No

000 -01 -1620-440

000 -200

V210 1/30/16-2/29/16 \$

531.89

INVOICE TOTAL (INVOICE ID: 26240567 ) = \$ 720.89

CHECK TOTAL (CHECK #: 14665 ) = \$ 720.89

Vendor: TOWN OF CLINTON

TOWN OF CLINTON

REMIT ADDRESS

Invoice ID: RES#2015266

Invoice Date: 01/27/2016

Due Date: 02/09/2016

2016 2016 1 No

003 -04 -5130-202

003 -200

V178 MINI-EXCAVATOR \$

15,907.00

CHECK TOTAL (CHECK #: 14666 ) = \$ 15,907.00

Vendor: TOWN OF MILAN

TOWN OF MILAN

REMIT ADDRESS

Invoice ID: RES#2015256

Invoice Date: 01/27/2016

Due Date: 02/09/2016

2016 2016 1 No

003 -04 -5130-203

003 -200

V179 BUCKET TRUCK \$

64,954.33

CHECK TOTAL (CHECK #: 14667 ) = \$ 64,954.33

Vendor: TOWN OF NORTH EAST

TOWN OF NORTH EAST

REMIT ADDRESS

Invoice ID: REIMBURSE-PAVER

Invoice Date: 01/27/2016

Due Date: 02/09/2016

2016 2016 1 No

000 -440

000 -200

V180 PASS THROUGH REIMBURSE A \$

78.75

CHECK TOTAL (CHECK #: 14668 ) = \$ 78.75

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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
Vendor: TOWN OF PAWLING				TOWN OF PAWLING		REMIT ADDRESS		
Invoice ID: GROUP HOTEL				Invoice Date: 01/28/2016		Due Date: 02/09/2016		
2016	2016 1	No		000	01 -1220-447	000 -200	V181 HOTEL GROUP RATE 2/14-2/	\$ 504.97
								CHECK TOTAL (CHECK #: 14669 ) = \$ 504.97
Vendor: VERIZON WIRELES				VERIZON WIRELESS		REMIT ADDRESS		
Invoice ID: 9757979112				Invoice Date: 12/28/2015		Due Date: 02/09/2016		
2016	2016 1	No		000	01 -1630-454	000 -200	V182 12/29/15-1/28/16	\$ 35.71
2016	2016 2	No		000	06 -7180-430	000 -200	V182 12/29/15-1/28/16	\$ 44.35
2016	2016 3	No		001	02 -3620-455	001 -200	V182 12/29/15-1/28/16	\$ 34.40
2016	2016 4	No		001	02 -3620-451	001 -200	V182 12/29/15-1/28/16	\$ 40.01
2016	2016 5	No		001	07 -8010-451	001 -200	V182 12/29/15-1/28/16	\$ 40.01
2016	2016 6	No		003	08 -9089-802	003 -200	V182 12/29/15-1/28/16	\$ 54.55
								INVOICE TOTAL (INVOICE ID: 9757979112 ) = \$ 249.03
								CHECK TOTAL (CHECK #: 14670 ) = \$ 249.03
Vendor: VILLAGE OF RHINEBECK				VILLAGE OF RHINEBECK		REMIT ADDRESS		
Invoice ID: 2016				Invoice Date: 01/26/2016		Due Date: 02/09/2016		
2016	2016 1	No		032	02 -3410-400	032 -200	V183 FIRE CONTRACT	\$ 180,000.00
								CHECK TOTAL (CHECK #: 14671 ) = \$ 180,000.00
Vendor: VRI ENVIRONMENTAL SERVICES INC				VRI ENVIRONMENTAL SERVICES INC.		REMIT ADDRESS		
Invoice ID: 19641				Invoice Date: 01/19/2016		Due Date: 02/09/2016		
2016	2016 1	No		022	07 -8130-440	022 -200	V184 1/6/16 FLOW METER INSTAL	\$ 225.00
								CHECK TOTAL (CHECK #: 14672 ) = \$ 225.00
Vendor: W.B.MASON				W.B.MASON CO., INC		REMIT ADDRESS		
Invoice ID: I31377527				Invoice Date: 01/12/2016		Due Date: 02/09/2016		
2016	2016 1	No	2016-1620-	000	01 -1620-410	000 -200	V185 6 BAGS SALT	\$ 73.50
2016	2016 2	No	2016-1620-	000	01 -1620-410	000 -200	V185 CLOROX CLN-UP	\$ 85.98
2016	2016 3	No	2016-1620-	000	01 -1620-410	000 -200	V185 CLOROX WIPES	\$ 42.19
2016	2016 4	No	2016-1620-	000	01 -1620-410	000 -200	V185 WINDEX REFILL-1 GAL	\$ 11.99
2016	2016 5	No	2016-1620-	000	01 -1620-410	000 -200	V185 WM'S P. TOWELS	\$ 42.49
2016	2016 6	No	2016-1620-	000	01 -1620-410	000 -200	V185 MN'S LIQ SOAP	\$ 50.99
								INVOICE TOTAL (INVOICE ID: I31377527 ) = \$ 307.14
								CHECK TOTAL (CHECK #: 14673 ) = \$ 307.14
								TOTAL CHECKS = \$ 1,156,781.30
								TOTAL BANK ( TRUST AGENCY FD ) = \$ 1,156,781.30
Bank: TRUST AGENCY MM TRUST AGENCY MM								
-----Checks-----								
Vendor: GRANT & LYONS, L				GRANT & LYONS, LLP		REMIT ADDRESS		
Invoice ID: 9079				Invoice Date: 10/27/2015		Due Date: 02/09/2016		
2016	2016 1	No	2015-GRANT	010	07 -0085-400	010 -230	V206 CAMP RAMAPO/VERIZON 6-12	\$ 1,095.00
								CHECK TOTAL (CHECK #: 14674 ) = \$ 1,095.00
Vendor: MORRIS ASSOCIATES				MORRIS ASSOCIATES, P.S., LLC		REMIT ADDRESS		
Invoice ID: 75415				Invoice Date: 12/15/2015		Due Date: 02/09/2016		
2016	2016 1	No	2016-MA-75	010	07 -0085-400	010 -230	V191 EVEREADY DINER 11-8/12-5	\$ 530.95

TOWN OF RHINEBECK  
 PRELIMINARY ABSTRACT 2A V140-V211 47 CHECKS DUE DATE 2-9-16  
 Executed By: krussell

PAGE: 8  
 TIME: 15:46:26  
 DATE: 02/04/2016

CAL YEAR	FY	TRANS MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	=====	=====	=====	=====
Invoice ID: 75416				Invoice Date: 12/15/2015		Due Date: 02/09/2016	
2016	2016	1	No	2016-MA-75 010 -07 -0085-400	010 -230	V192 HEART FORD SITE PL 11-8- \$	388.50
CHECK TOTAL (CHECK #: 14675 ) = \$							919.45
Vendor: PLANNERS EAST				PLANNERS EAST INC.		REMIT ADDRESS	
Invoice ID: 2015-DEC-1				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2016-PE-DE 010 -07 -0085-400	010 -230	V193 ARONSON DEC 2015 .625HRS \$	82.50
Invoice ID: 2015-DEC-10				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V202 RBK HEART FORD DEC 2015 \$	825.00
Invoice ID: 2015-DEC-12				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V203 SOLOMON, ANDREW DEC 1.37 \$	181.50
Invoice ID: 2015-DEC-13				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V204 MICHELLE STOPFORD DEC 2. \$	363.00
Invoice ID: 2015-DEC-14				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V205 WEINTRAUB DEC .75HRS 119 \$	99.00
Invoice ID: 2015-DEC-15				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V186 WHEELLOCK WHITNEY DEC 1.3 \$	181.50
Invoice ID: 2015-DEC-16				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V187 WILDERSTEIN DEC 2015 .75 \$	99.00
Invoice ID: 2015-DEC-2				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2016-PE-DE 010 -07 -0085-400	010 -230	V194 CHAPMAN DEC .75HRS \$	99.00
Invoice ID: 2015-DEC-3				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2016-PE-DE 010 -07 -0085-400	010 -230	V195 CHAPPLE DEC 1.125HRS @ \$ \$	148.50
Invoice ID: 2015-DEC-4				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V196 CRAWFORD DEC 1.125HRS @ \$	148.50
Invoice ID: 2015-DEC-5				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V197 DUFFY DEC 2.75HRS - 195 \$	363.00
Invoice ID: 2015-DEC-6				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V198 GRACE BIBLE DEC 2015 .87 \$	115.50
Invoice ID: 2015-DEC-7				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V199 LULICK DEC 2015 1.25HRS \$	165.00
Invoice ID: 2015-DEC-8				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V200 MCGUIRE DEC 2015 .25HRS \$	33.00
Invoice ID: 2015-DEC-9				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-DE 010 -07 -0085-400	010 -230	V201 MEZZOMO DEC 2015 1.375HR \$	181.50
Invoice ID: 2015-OCT/NOV-18				Invoice Date: 11/30/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-O/ 010 -07 -0085-400	010 -230	V189 ERIC WALLACH OCT/NOV .25 \$	33.00
Invoice ID: 2015-OCT/NOV-5				Invoice Date: 11/30/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-O/ 010 -07 -0085-400	010 -230	V190 RUGE'S C,P & J OCT & NOV \$	297.00
Invoice ID: 2015-OCT/NOV-7				Invoice Date: 12/31/2015		Due Date: 02/09/2016	
2016	2016	1	No	2015-PE-O/ 010 -07 -0085-400	010 -230	V188 MCKOWN, JONATHAN OCT & N \$	313.50
CHECK TOTAL (CHECK #: 14676 ) = \$							3,729.00
TOTAL CHECKS = \$							5,743.45
TOTAL BANK ( TRUST AGENCY MM ) = \$							5,743.45
TOTAL PAYMENTS = \$							1,162,524.75

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016049**

**CAPITAL PROJECT ABSTRACT, 2 CHECKS FOR \$7,700.15**

WHEREAS, the Town Bookkeeper has submitted the attached Capital Project Abstract, 2 Checks for \$7,700.15, 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 \$7,700.15, is approved for payment.



**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016050**

**BUDGET TRANSFERS AND AMENDMENTS**

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

now, therefore, be it

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

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016051**

**DECLARING RHINEBECK LEAD AGENCY FOR TRANSFER OF VANDERBURGH  
COVE SEWER DISTRICT TO THE DUTCHESS COUNTY WATER AND  
WASTEWATER AUTHORITY, REVIEWING ENVIRONMENTAL ASSESSMENT  
FORM AND ISSUING NEGATIVE SEQRA DECLARATION**

WHEREAS, before executing an agreement with the Dutchess County Water and Wastewater Authority for the transfer of the Vanderburgh Cove Sewer District, the Town Board must declare itself lead agency, review and execute the attached Environmental Assessment Form, and issue a negative SEQRA declaration; and

WHEREAS, the Town Board has reviewed the attached EAF; now, therefore, be it

RESOLVED, that the Town Board declares itself lead agency with respect to the transfer of the Vanderburgh Cove Sewer District to the Dutchess County Water and Wastewater Authority and issues a negative SEQRA declaration with respect to the same, and authorizes the Supervisor to execute the attached Environmental Assessment Form as necessary.

## Short Environmental Assessment Form

### Part 1 - Project Information

#### Instructions for Completing

**Part 1 - Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 - Project and Sponsor Information</b>			
Rhineck Town Board			
Name of Action or Project: Sale of Vanderburgh Cove Sewer System to DCWWA.			
Project Location (describe, and attach a location map): Mill Road, Cove Road and Clay Court in the Towns of Rhinebeck and Hyde Park (Map and tax parcel list attached).			
Brief Description of Proposed Action: Sale of property, easements, treatment systems, collection system and all other assets of the Vanderburgh Cove Sewer System. Creation of Part County Sewer District #10 by Dutchess County. Execution of a Service Agreement for PCDS #10 between DCWWA and Dutchess County. Provision of sewer services by the DCWWA to properties encompassed by Part County Sewer District #10.			
Name of Applicant or Sponsor: Town of Rhinebeck		Telephone: 845-876-3409	
		E-Mail: town.supervisor@rhinebeck-ny.gov	
Address: 80 East Market Street			
City/PO: Rhinebeck		State: NY	Zip Code: 12572
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ 124 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 124 acres	
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?  If No, describe method for providing potable water: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?  If No, describe method for providing wastewater treatment: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Is the proposed action located in an archeological sensitive area?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	

<p>18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)?</p> <p>If Yes, explain purpose and size: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input checked="" type="checkbox"/></p>	<p>YES</p> <p><input type="checkbox"/></p>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: _____</p> <p>_____</p> <p>_____</p>	<p>NO</p> <p><input type="checkbox"/></p>	<p>YES</p> <p><input checked="" type="checkbox"/></p>
<p><b>I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p>		
<p>Applicant/sponsor name: <u>Rhinebeck Town Board</u></p>		<p>Date: <u>February 8, 2016</u></p>
<p>Signature: _____</p>		

Project: Date: 

**Short Environmental Assessment Form**  
**Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: Date: 

### *Short Environmental Assessment Form Part 3 Determination of Significance*

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The action involves the transfer of an existing sewer system. The action involves no changes to the site, the infrastructure nor the service area. As there are no physical changes contemplated, there will be no negative environmental impacts.

This action is considered to be an unlisted action.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Rhinebeck Town Board

February 8, 2016

Name of Lead Agency

Date

Elizabeth Spinzia

Supervisor

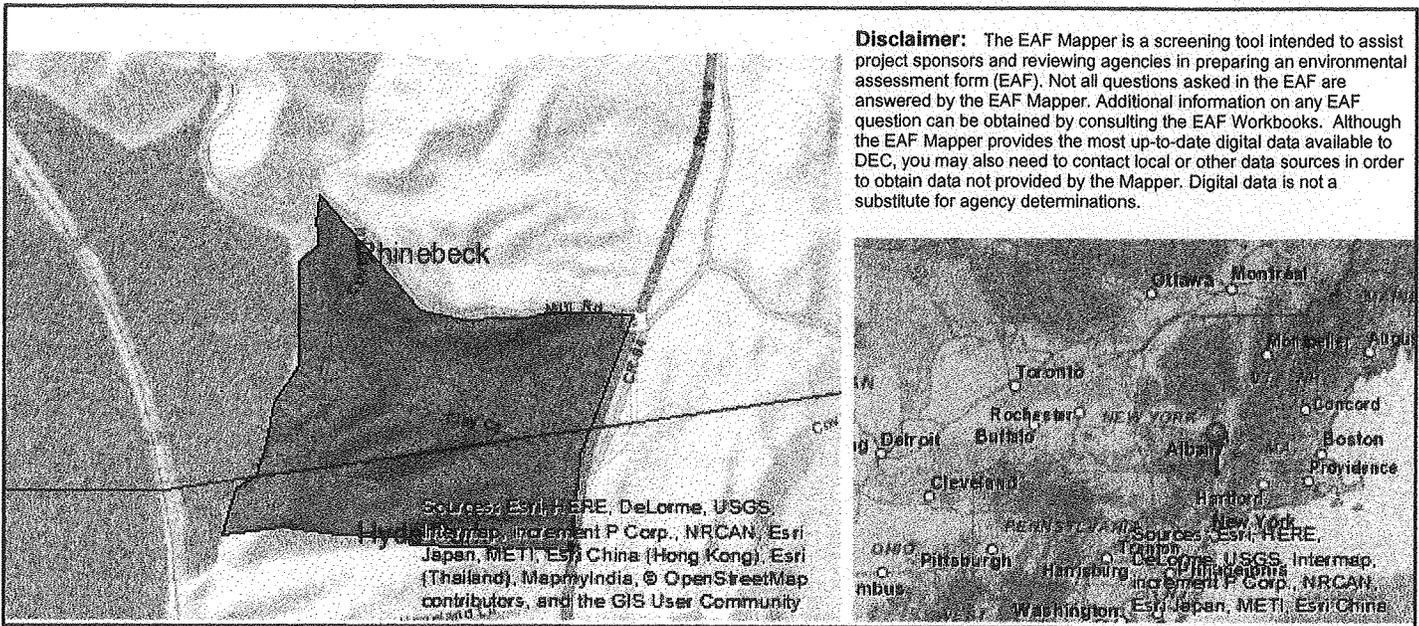
Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Vanderburgh Cove, Reason:Sensitivity to change & habitat and species protection, Agency:Hyde Park, Town of, Date:6-7-2009
Part 1 / Question 12a [National Register of Historic Places]	Yes
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016052**

**AGREEMENT FOR TRANSFER OF VANDERBURGH COVE WASTEWATER SYSTEM TO DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY**

WHEREAS, the Towns of Rhinebeck and Hyde Park are the owners of the following real property, facilities, and assets used in the collection, treatment, and discharge of sewage and provision of sewer service to customers residing in the Vanderburgh Cove Sewer Districts 1 and 2 (“Sewer Districts”), servicing the “Vanderburgh Cove Sewer Service Area”; and

WHEREAS, the real property, facilities, and assets owned by the Towns on behalf of the Sewer Districts include, without limitation, (i) the real property and certain easements, collection lines, structures, facilities, improvements, equipment and other assets with respect to the Districts constituting the “Sewer System”); and

WHEREAS, the Dutchess County Water and Wastewater Authority (“DCWWA”) has prepared a collection and treatment system evaluation for the Vanderburgh Cove Sewer Districts 1 and 2 dated September, 2015 which has been supplied to, and reviewed, by the Town Board and made available to the public; and

WHEREAS, DCWWA has agreed to purchase the Sewer System from the Towns in accordance with a proposed Agreement for Transfer of Wastewater System which has been negotiated between the attorneys for DCWWA and the attorneys for the Towns, a copy of which has been supplied to the Town Board and which is on file with the Town Clerk; and

WHEREAS, the Town has declared itself as lead agency for the purpose of conducting an uncoordinated SEQRA review of this project; has designated this an Unlisted Action under SEQRA; has reviewed a Short Form Environmental Assessment Form; and has issued a negative SEQRA determination for this project; now, therefore, be it

RESOLVED, that the Town Board hereby authorizes the Town Supervisor to sign the Agreement for transfer of the Vanderburgh wastewater system to DCWWA, in the same or substantially similar form as that on file in the Clerk's office.

## AGREEMENT FOR TRANSFER OF WASTEWATER SYSTEM

This Agreement For Transfer of Wastewater System made as of the \_\_\_ day of \_\_\_\_\_, 2016 (this "Agreement"), between the TOWN OF RHINEBECK, A New York municipal corporation with offices at 80 East Market Street, Rhinebeck, New York 12572 ("Rhinebeck"), the TOWN OF HYDE PARK, a New York municipal corporation with offices at 4383 Albany Post Road, Hyde Park, New York 12538 ("Hyde Park" and, collectively with Rhinebeck, the "Towns"), acting for and on behalf of the Vanderburgh Cove Sewer District (as defined below), and DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY, a New York public benefit corporation having its principal office at 27 High Street, Poughkeepsie, New York 12601 (the "Authority"). The Town and the Authority are each a "Party" and,

collectively, the "Parties."

WHEREAS, the Towns are the owners of the following real property, facilities, and assets used in the collection, treatment, and discharge of sewage and provision of sewer service to customers residing in the Vanderburgh Cove Sewer Districts 1 and 2 ("Sewer Districts"), servicing the area more particularly described in Schedule A attached hereto and made a part hereof (the "Vanderburgh Cove Sewer Service Area"); and

WHEREAS, the real property, facilities, and assets owned by the Towns on behalf of the Sewer Districts include, without limitation, (i) the real property and easements described in Schedules B annexed hereto, and the collection lines, structures, facilities, improvements, equipment and other assets described in Schedules C (items (i) and (ii) with respect to the Districts constituting the "Sewer System"); and

WHEREAS, the Towns, acting for and on behalf of the Sewer Districts, have agreed to sell, transfer, and convey the Sewer System to the Authority, and the Authority has agreed to purchase the Sewer System from the Towns, on the terms and conditions set forth in this Agreement; and

WHEREAS, the Towns have entered into an Intermunicipal Service Agreement regarding Vanderburgh Cove Sewer Districts dated September 10, 2010 which sets forth the respective responsibilities of the Towns for the operation and management of the facilities of District 1 and District 2; and

WHEREAS, the Towns, in or about November of 2013, executed an Amendment to the Intermunicipal Agreement which sets forth the procedures agreed to by both municipalities with regard to how sewer rents are determined; and

WHEREAS, the Town of Rhinebeck entered into an agreement with New York State Environmental Facilities Corporation ("EFC") for project funding for the District in an amount of \$499,613.00 at zero percent (0%) interest for a term of forty years, with bonds issued December 13, 2013 providing for annual payments due on August 15<sup>th</sup>

beginning in 2014 in an amount of \$16,600.00 to maturity in 2043; and

WHEREAS, in January of 2014, the Town of Rhinebeck assumed all budgeting, billing and accounting activities for the Vanderburgh Cove Sewer Districts 1 and 2; and

WHEREAS, DCWWA has performed certain due diligence evaluations of the districts and their infrastructure which are set forth in a Preliminary Collection and Treatment Systems Evaluation dated September 2015 (hereinafter "Evaluation").

Now, therefore, in consideration of the premises, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Transfer of Assets. The Towns shall sell, transfer, and convey to the Authority, and the Authority shall purchase from the Towns, pursuant to the provisions of section 1125 of the Public Authorities Law, the Towns' entire, right, title, and interest in the Sewer System, including, without limitation, the real property and interests in real property described in Schedule B (the "Sewer Systems Premises"), the structures, facilities, fixtures improvements, equipment and other assets described in Schedule C (the "Sewer Systems Improvements"), the balances in the Towns' general and capital improvement or other reserve fund with respect to the Districts as of the time of Closing (the "Fund Balance"). The Sewer System Premises, the Sewer System Improvements, and the Fund Balance are collectively referred to herein as the "Assets").

2. Consideration. The purchase price of the Assets shall be One Dollar (\$1.00) payable by the Authority to the Towns at the Closing described in section 3 below.

3. The Closing. (A) The closing of the sale of the Assets of the Districts (the "Closing") shall take place at the offices of the Authority within twenty (20) days of the fulfillment of all conditions precedent set forth herein with respect to the Districts or as otherwise scheduled by the Parties. The Parties intend that the Assets of the Sewer Districts shall be transferred to the Authority and all Closings shall be completed by September 30, 2016, subject to the terms and conditions set forth herein.

(B) At the Closing, the Towns shall deliver or cause to be delivered to the Authority the following:

(i) (I) A duly executed Bargain and Sale Deed with Covenant Against Grantor's acts in proper statutory form for recording so as to transfer fee simple title to the Districts' Sewer System Premises (as set forth on Schedule B attached hereto) to the Authority free and clear of all liens and encumbrances and containing the covenant required under Section 13 of the Lien Law (the "Deed"), together with duly completed and executed Forms TP-584 and RP-5217 and (II) duly executed assignments to the Authority of those certain easements in favor of the Town on, over, under and through real property located in the Districts in the form annexed hereto as Schedule D to enable the Authority, its employees and contractors to enter the easement areas described therein to install, maintain, repair, replace and inspect the Assets of the Districts' Sewer System located

within such easement areas, together with duly completed and executed Forms TP-584 (a "Sewer System Easement");

(ii) A bill of sale substantially in the form attached hereto as Schedule E transferring the Towns' entire right, title and interest in the Districts' Sewer System Improvements to the Authority free and clear of all liens and encumbrances and such other instruments of conveyance necessary or appropriate to convey to and vest in the Authority the entire, right, and interest of the Town in the Sewer System and all components thereof (the "Bill of Sale");

(iii) A duly executed assignment to the Authority of all warranties, permits, licenses, permits, and approvals to which the Towns are a party that are necessary or related to or useful in the operation or maintenance of the Sewer System, provided that they are assignable and have been disclosed to the Authority, the Authority has received true and complete copies of same, has approved and agreed to accept the same prior to the Closing, and assumes them in writing at the closing;

(iv) A duly executed termination of the operations contract;

(v) Payment to the Authority of the current Fund Balance on hand with respect to the Districts;

(vi) A certificate of the Supervisors of the Towns certifying to the best of the Supervisors' knowledge, with respect to the Closing of the Assets of the Districts the Assets of which are being conveyed, that (a) all conditions precedent to the Towns' performance of its obligations under this Agreement have been fulfilled, and (b) the representations and warranties set forth in section 6(A) of this Agreement are true, accurate and complete as of the time of Closing; and

(vii) Full possession and use of the Sewer System and each of its components.

(C) At the Closing the Authority shall deliver to the Towns the following:

(i) The Purchase Price payable to the order of the Towns in accordance with the provisions of section 2 above;

(ii) Duly countersigned copies of Forms TP-584 and Form RP-5217; and

(iii) A certificate of the Executive Director of the Authority certifying to the best of her knowledge, with respect to the Closing of the Assets of the Districts the Assets of which are being conveyed, that (a) all conditions precedent to the Authority's performance of its obligations under this Agreement have been fulfilled, and (b) the representations and warranties set forth in Section 6(C) of this Agreement are true, accurate and complete as of the time of Closing.

(D) The Towns shall make arrangements to terminate, and the Authority shall make

arrangements to begin electric, remote alarm, propane, natural gas, fuel oil and telephone service as of the date of Closing in connection with the operation of the Sewer System.

(E) Except as otherwise set forth herein, each party shall pay its own costs, including attorneys' fees and consultant's fees, incurred in connection with the transfer and acquisition of the Assets.

4. Pre-Closing Obligations. (A) After the date of this Agreement and until the Closing of the sale of the Assets of the Districts, the Town of Rhinebeck shall operate the Sewer System in the ordinary course of its business. The Town will not, without the Authority's prior written consent, enter into any new agreements or commitments, modify any existing agreements or commitments, or make any changes to the Sewer System or any part thereof other than those necessary for the safe and lawful operation of the Sewer System.

(B) The Towns will grant to the Authority and its agents, representatives, and contractors full access to the properties, books and records of the Sewer System all as reasonably requested by the Authority. Promptly following the execution and delivery of this Agreement, the Towns shall provide the Authority with a current list of the names, addresses, account numbers and, if applicable, meter numbers of and the most recent meter readings for the current customers of the Districts and such additional information as the Authority may reasonably request.

(C) Promptly after the execution of this Agreement, the Town shall provide to the Authority a true, accurate, and complete payment history for each customer served by the Districts for 2014 and 2015 year to date to the extent available. Such records shall be provided in hardcopy and electronic form, if available. At the Closing, the Towns shall provide updated copies of such records for each customer served by the Districts covering the period through the Closing.

(D) The Authority's costs to perform transfer related services for the Sewer Districts will be paid by the Towns on behalf of the Sewer Districts out of District funds. Necessary services include, but shall not necessarily be limited to, survey, easement location and description, attorneys' fees, title and lien searches, title insurance, due diligence review and resolution of issues relating to easement issues identified by the Authority in the Evaluation and other transfer-related services ("Services"). The Authority shall consult with the Towns and the Attorneys to the Towns regarding the scope of Services and cost of Services. Upon reaching an agreement on the scope and cost of Services, the Towns shall promptly deposit the agreed upon amount with the Authority in escrow by certified check, bank check or money order (the "Escrow Deposit"). The Authority shall disburse funds from the escrow account to pay for the reasonable costs of Services as described in invoices received, reviewed and approved by the Authority. Unexpended funds remaining in the escrow account will be added to the Fund Balance at the time of the Closing. In the event the Closing does not occur, unexpended funds in the escrow account will be returned to the Towns for benefit of the Sewer Districts. Copies of the property survey and all related documents produced as a result of the Services shall be provided to the Towns. Costs of Services in excess of the Escrow Deposit shall be paid

by the Towns on behalf of the Sewer Districts. Notwithstanding anything to the contrary set forth herein, all such costs shall be paid by the Towns from Sewer Districts funds and the Towns shall not be obligated to pay any of these costs from the General or other funds of the Towns.

5. Post-Closing Obligations. (A) Following the Closing, the Authority shall provide domestic sewer services to the present customers served by the Districts' Sewer System to be included in the Part County Sewer District, as defined in section 8(e) below, and to perform any Contracts which have been expressly assigned to and assumed by the Authority pursuant to the terms of this Agreement. Following the Closing, the Towns shall have no further responsibility or obligations to provide domestic sewer service within the Districts, and the Authority shall indemnify and hold the Towns and their successors harmless from (i) any and all claims, actions, penalties, judgments, fines, losses, expenses (including, without limitation, reasonable attorneys' fees) or assessments by any and all third parties (including, without limitation, governmental entities) arising out of the ownership or operation of the Sewer System for the sole purpose of providing domestic sewer service to customers included in the Part County Sewer District after the Closing. The Authority's obligation to so indemnify and hold harmless the Town shall survive the Closing.

(B) Intentionally omitted.

(C) After the Closing the Authority shall bill customers within the Part County Sewer District the sum of (a) delinquent account balances (i.e., accounts that as of the Closing are billed prior to the Closing but uncollected at the time of Closing) and (B) sewer charges due and payable by such customers based upon the rates and charges established by the Authority.

(D) Within one hundred twenty (120) days of the Closing, the Town will provide a list of the accounts payable of the Districts which the Authority shall pay out of the Fund Balance transferred at the time of Closing. Within sixty (60) days of dissolution of the Districts, the Towns shall submit a statement of the costs of Districts dissolution together with cost substantiation and the Authority shall pay the reasonable and necessary costs of such dissolution incurred by the Towns out of the Fund Balances transferred at the time of Closing.

(E) Each District will be dissolved by the respective Town as expeditiously as possible after the applicable Closing in accordance with Article 17-A of the New York General Municipal Law. The Towns shall, promptly thereafter, provide the Authority with evidence of such dissolution.

6. Representations and Warranties. (A) The Towns make the following representations and warranties to the Authority:

(i) Each Town is a municipal corporation duly established and validly existing under the laws of the State of New York and has full legal right, power and authority to

execute and perform this Agreement and execute and deliver all other instruments and documents described or contemplated herein;

(ii) This Agreement has been, and the instruments, documents, and agreements to be delivered by each Town at the Closing will be, duly authorized, executed and delivered by each Town;

(iii) Each Town is the sole owner of the Assets and has good and marketable title thereto, free and clear of any liens and encumbrances;

(iv) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement and the instruments, documents and agreements to be delivered by the Towns hereunder will conflict with or result in a violation or breach of, or constitute a default by the Towns under, any of the terms, conditions or provisions of: (i) any applicable law, code, rule, or regulation, (ii) any organizational or constitutional documents of the Towns, (iii) any judgment, order, or decree of any governmental authority binding on the Towns, the Towns acting for and on behalf of the Districts, the Assets, or any part thereof, and (iv) any indenture, agreement or other instrument binding upon the Towns, the Towns acting for and on behalf of the Districts, or any of its properties;

(v) This Agreement constitutes, and each other instrument, document or agreement to be delivered by the Towns pursuant to the terms of this Agreement when executed and delivered by the Towns will constitute, the legal, valid and binding obligation of the Towns enforceable in accordance with its and their terms;

(vi) intentionally omitted;

(vii) Each Town, its officers and employees have (I) no knowledge of the existence of any Hazardous Materials, as defined herein, on the subject properties, and (II) have no knowledge, and have received no notice of, any pending or threatened violation of any Environmental Laws except as identified in the Evaluation, as defined herein;

(viii) Each Town and its officers have no knowledge of and have received no notice of any pending or threatened litigation or administrative proceedings against the Town arising out the Town's ownership or operation of the Sewer Systems, the condition of the Sewer System or any part thereof, or the providing of sewer services to its customers except as identified in the Evaluation;

(ix) The Towns have no knowledge of the existence of underground fuel tanks ("USTs"), in or out of operation, on or within the Sewer System Premises; and

(x) intentionally omitted.

(B) The Authority makes the following representations to the Towns:

(i) The Authority is a public benefit corporation duly established and validly existing under the provisions of the Public Authorities Law of the State of New York and has full legal right, power and authority to execute, deliver and perform this Agreement and all other documents described or contemplated herein;

(ii) This Agreement has been, and the instruments, documents, and agreements to be delivered by the Authority at each Closing will be, duly authorized, executed and delivered by the Authority;

(iii) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agreement and the instruments, documents, and agreements to be delivered by the Authority hereunder will conflict with or result in a violation or breach of, or constitute a default by the Authority under, any of the terms, conditions or provisions of: (i) any applicable law or regulation, (ii) the enabling act which created the Authority, (iii) any judgment, order, or decree of any governmental authority binding on the Authority, and (iv) any indenture, agreement or other instrument binding upon the Authority or any of its properties;

(iv) This Agreement constitutes, and each other instrument, document or agreement to be delivered by the Authority pursuant to the terms of this Agreement when executed and delivered by the Authority will constitute, the legal, valid and binding obligation of the Towns enforceable in accordance with its or their terms;

(v) Prior to entering into this Agreement, the Authority and its consultants have had a full opportunity to conduct their own due diligence investigation and inspections of each of the District's infrastructure, facilities, records, properties, existing warranties, permits, licenses and approvals to which the Towns and their districts are a party, and the existing operations contract (collectively "District existing conditions"), and agrees that Authority will be taking title subject to such District existing conditions in 'as is' condition as of the date of this Agreement subject to reasonable wear and tear from the date hereof to a Closing. The Towns make no warranties or representations concerning the condition of any of the Sewer Systems, or their infrastructure facilities, records and contracts or District existing conditions except as specifically stated in this Agreement, and that the Towns have not made and the Authority has not relied up any representations concerning the Districts, their infrastructure, systems and/or contracts, except as set forth herein; and

(vi) The Authority and its officers have no knowledge of and have received no notice of any threatened litigation or administrative proceedings against the Towns arising out the Towns' ownership or operation of the Sewer System, the condition of the Sewer System or any part thereof, or the providing of sewer services to its customers, excepting, however, any notices of DEC violations as identified in the Evaluation.

(C) The representations and warranties set forth in Sections 6(A) and (B) above shall survive the Closing.

7. Title Examination. (A) Promptly after this Agreement is fully signed, the Authority shall order examinations of title in respect of the Sewer System Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company (the "Title Company"). The Authority shall cause copies of the title report, together with copies of exception documents referred to therein, to be delivered to the attorney for the Towns within ten (10) business days after the Authority's receipt thereof. Within fifteen (15) business days after receipt of a title report, the Authority shall notify the attorney for the Towns in writing of any objections to title. If the Authority notifies the attorney for the Towns of an objection to title, the Towns shall employ all commercially reasonable efforts to cure such objection as promptly as practicable. If the Towns are unable or unwilling to cure any objection within thirty (30) days after delivery of such notice, the Authority shall have the option, to be exercised within five (5) business days after the expiration of the said thirty (30) day period, to terminate this Agreement by giving written notice thereof to the attorney for the Towns in which event the Parties shall be relieved of all further obligations under this Agreement with respect to the sale or purchase of the Assets of such Districts. Notwithstanding anything to the contrary set forth in this Agreement, the Towns will not be obligated to commence litigation in order to clear any title exceptions.

(B) Title to the Sewer System Premises and the Sewer System Easements (the "Premises") shall be insurable by a title company licensed in the State of New York. The following matters will not be deemed to render title unmarketable for purposes of this Agreement: easements or restrictive covenants of record or a state of facts an accurate survey would show provided that, as to any such easement, restrictive covenant or state of facts, the Title Company provides the Authority with affirmative insurance in its title policy or policies that (i) the existing improvements on or within the Premises may remain in place for their useful life and may be replaced in the same location where they are situate at the time of Closing, (ii) that any violation of the same will not result in (I) a forfeiture or reversion of title to the Premises or any part thereof or (II) monetary loss to the Authority or require payment by the Authority, (iii) the same do not require the payment of any money or other consideration in order for the Authority to use and occupy the Premises for its intended purpose, (iv) the same will not interfere with the use or occupancy of the Premises by the Authority for its intended purpose, and (v) any variation or encroachment will not interfere with the use or occupancy of the Premises by the Authority for its intended purpose or result in any monetary loss to the Authority.

8. Conditions Precedents. (A) The Closing and the performance and settlement of all obligations of the Authority at the Closing are subject to and conditioned upon fulfillment of each of following conditions precedent:

(a) The Authority's receipt of any necessary approvals, consents, and permits of the New York State Department of Environmental Conservation ("DEC") and the Dutchess County Department of Health ("DOH") (collectively the "Approvals") as are necessary for the Authority to acquire and operate the applicable Sewer System. The Authority shall employ all commercially reasonable efforts to secure such Approvals as promptly as practicable and the Towns shall take such action in support of applications for such Approvals as the Authority may reasonably request;

(b) Completion of all applicable requirements for compliance with the State Environmental Quality Review Act by the Towns;

(c) Completion of all applicable requirements for compliance with the State Environmental Quality Review Act by the Authority;

(d) Review and non-denial by the legislature of the County of Dutchess of the projects to be undertaken by the Authority as contemplated by this Agreement in accordance with the provisions of section 1124(6) of the Public Authorities Law;

(e) The Dutchess County Legislature's establishment of the proposed Part County Sewer District in accordance with the provisions of Article 5-A of the County Law of the State of New York (the "County District") which shall constitute the Sewer Service Area and the negotiation and execution of a service agreement between the County of Dutchess and the Authority governing the administration and operation of the County District and all matters appertaining thereto and the completion of all proceedings in connection therewith.

(e) The Title Company's procurement and delivery to the Authority of (i) true copies of certificates of occupancy and/or certificates of compliance issued by the Town covering the Sewer System or all components thereof which require the same or written documentation from the Towns that no such certificates are required and (ii) written documentation from the Towns and any other governmental authority having jurisdiction that there are no violations against the applicable Sewer System, or any components thereof.

(f) The pre-Closing inspections of the Sewer System by the employees, consultants, and contractors of the Authority and the determination of the Authority, on the basis of such inspections, that there has been no material adverse change in the condition of the Sewer System or any part thereof and that the Sewer System is in the same condition it was in at the time this Agreement was executed by the Authority, reasonable wear and tear excepted.

(g) The determination of the Authority and the Authority's attorneys, in their reasonable discretion, that all applicable Sewer System Easements have been duly assigned to or executed in favor of the Authority and are ready for delivery at the Closing to enable the Authority to have full access to all of the components of the Sewer System for the purpose of owning, installing, maintaining repairing, replacement, and inspection the same.

(h) The assignment by the Towns of the New York State EFC/Town of Rhinebeck bond note to the Authority and the establishment of a debt service reserve fund by the Authority, if required by EFC as a condition of transfer of the loan agreement, and the release of the Town of Rhinebeck's liability on said note.

(B) If any of the consents, approvals, and authorizations of any nature required in connection with the sale and purchase of the Sewer System are either: (i) not issued on or before the closing dates as set forth in Paragraph "3" herein or after a reasonable postponement of such date agreed upon in writing by both parties, or (ii) granted on conditions not expressed or contemplated in this Agreement including, without limitation, payments or refunds to customers (unless such conditions are acceptable to the party charged therewith), then this Agreement and all the terms and conditions thereof shall be terminated and the respective rights and obligations of the parties hereunder shall cease and be of no further force and effect. Termination in whole or in part under this section 8(B) shall not constitute a breach of this Agreement.

9. Risk of Loss. The Towns shall bear the risk of all loss or damage to the Sewer System or any part thereof from all causes until the Closing of sale of such Sewer System.

10. Miscellaneous. (A) Captions of sections of this Agreement are solely for convenience of reference and shall not in any way limit, qualify, amplify, or affect the meaning of the terms and provisions thereof.

(B) The terms, conditions, covenants and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(C) If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(D) This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to provisions governing conflict of laws.

(E) The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the agreements, terms, covenants, conditions or obligations of this Agreement shall not be construed as a waiver or relinquishment for the future of the performance of such agreement, terms, covenants, conditions or obligations of this Agreement or of the right to enforce strict compliance therewith, and the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

(F) This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

(G) No covenant, agreement, term or condition of this Agreement to be performed or complied with by either party, shall be changed, modified, altered, waived or terminated except by written instrument of change, modification, alteration, waiver or termination executed by the party against which enforcement of such covenant,

agreement, term or condition is sought.

(H) This Agreement contains all the promises, agreements, conditions, inducements and understandings between the Towns and the Authority concerning the Sewer Systems, its components, the Assets and the District existing conditions and the transfer of same to the Authority and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied, between them other than as expressly set forth herein. None of the representations, warranties, covenants or other obligations of the Towns hereunder shall survive the closing, except as expressly provided herein. Acceptance of the transfer documents by the Authority shall be deemed full and complete performance and discharge of every agreement of the Towns except those, if any, which expressly are stated to survive the closing.

(I) If any party hereto shall institute any action or proceeding in court to enforce any provision hereof, the prevailing party shall be entitled to recover from the losing party its court costs and reasonable attorneys' fees, disbursements, and costs for the services rendered to the prevailing party in such action or proceeding, including appellate proceedings and bankruptcy proceedings. Such attorneys' fees, disbursements, and costs shall be in addition to any other costs to which such party shall be legally entitled.

(J) The rights of the parties under this Agreement are unique, and accordingly each party shall, in addition to such other remedies as may be available to it at law or in equity, have the right to enforce its rights under such this agreement by an action for specific performance, without posting bond or other security upon an application to the Supreme Court of the State of New York in and for the County of Dutchess.

(K) Intentionally omitted.

(L) All notices shall be in writing and personally delivered, or sent by registered or certified mail or overnight courier service and be effective upon receipt or refusal of delivery at the following addresses:

If to the Authority:  
Dutchess County Water and Wastewater Authority  
27 High Street  
Poughkeepsie, New York 12601  
Attention: Bridget Barclay, Executive Director

With a copy to:  
Gerard J. Comatos, Jr.  
VandeWater & VandeWater LLP  
85 Civic Center Plaza, Suite 101  
Poughkeepsie, New York 12601

If to the Town of Rhinebeck:  
Town of Rhinebeck  
80 East Market Street  
Rhinebeck, New York 12572  
Attention: Supervisor

With a copy to:  
Warren S. Replansky, Esq.  
Attorney to the Town of Rhinebeck  
PO Box 838, 60 E. Market Street  
Rhinebeck, New York 12572

If to the Town of Hyde Park:  
Town of Hyde Park  
4383 Albany Post Road  
Hyde Park, New York 12538  
Attention: Supervisor

With a copy to:  
Warren S. Replansky, Esq.  
Attorney to the Town of Hyde Park  
PO Box 838, 60 E. Market Street  
Rhinebeck, New York 12572

(M) Intentionally omitted.

(N) (a) For purposes of this Agreement, "Environmental Laws" shall mean all federal, state, and local laws, ordinances, rules, regulations, requirements, permits, authorizations, licenses, approval, criteria, guidelines, and judicial and administrative orders, decrees, or judgements, now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof, relating to the regulation and protection of human health, safety, the environment and natural resources including laws (and all other items recited above) relating to emissions, discharges, releases, threatening release or remediation of, or any other response action related to Hazardous Materials (as defined herein) or otherwise relating to the generation, use, treatment, storage, recycling, disposal, transport, or handling of or exposure to Hazardous Materials. Environmental Laws include, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"); the Resource Conservation and Recovery Act ("RCRA"); the Federal Insecticide, Fungicide, and Rodenticide Act; the Toxic Substances Control Act; the Clean Air Act; the Federal Water Pollution Control Act; the Oil Pollution Act of 1990, the Endangered Species Act; the National Environmental Policy Act; the Hazardous Materials Transportation Act; the Occupational Safety and Health Act; and the Safe Drinking Water Act, each as amended from time to time, statutes of like tenor and import, and each of their state and local counterparts or equivalents.

(b) For purposes of this Agreement, "Hazardous Materials" are defined as (i)

“hazardous substances,” as defined by CERCLA, as amended from time to time and any regulations promulgated thereunder; (ii) “hazardous waste,” as defined by RCRA, as amended from time to time and any regulations promulgated thereunder; (iii) any pollutant or contaminant or hazardous, restricted, dangerous or toxic chemicals, materials, wastes or substances within the meaning of any Environmental Law; (iv) any chemical, material, substance, or waste, the presence, use, generation, treatment, release, emission, discharge, transport, storage, or disposal of which is now or hereafter prohibited, limited or regulated by any Environmental Law; (v) any substance, material, product, chemical, derivative, compound, mixture, mineral, waste, gas, medical waste, contaminant or pollutant which would require investigation, response or remediation as a result of any public or private action brought pursuant to any Environmental Law; and (vi) any radioactive material, asbestos in any form or condition, petroleum or petroleum product, flammable explosives, urea formaldehyde foam insulation, polychlorinated biphenyls, and radon gas.

**[Signature Page Follows]**

In witness whereof, the parties have executed this Agreement as of the date and year first written above.

Town of Rhinebeck,  
Acting for and on behalf of the Vanderburgh Cove  
Sewer District 1 (as defined herein)

By: \_\_\_\_\_  
Name: Elizabeth Spinzia  
Title: Supervisor

Town of Hyde Park,  
acting for and on behalf of the Vanderburgh Cove  
Sewer District 2 (as defined herein)

By: \_\_\_\_\_  
Name: Aileen Rohr  
Title: Supervisor

Dutchess County Water and Wastewater Authority

By: \_\_\_\_\_  
Name: Thomas LeGrand  
Title: Chairman

STATE OF NEW YORK )  
  ss.:  
COUNTY OF DUTCHESS )

On \_\_\_\_\_, 2016 before me, the undersigned, personally appeared Elizabeth Spinzia, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

ss.:

COUNTY OF DUTCHESS )

On \_\_\_\_\_, 2016 before me, the undersigned, personally appeared Aileen Rohr, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

STATE OF NEW YORK )

ss.:

COUNTY OF DUTCHESS )

On \_\_\_\_\_, 2016 before me, the undersigned, personally appeared Thomas LeGrand, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016053**

**SUPPORTING INSTITUTION OF A POSTED SPEED LIMIT OF 10 MPH WITHIN  
THE THOMPSON THOMPSON-SALLY MAZZARELLA RECREATION PARK**

WHEREAS, cars are speeding in the Thompson Thompson-Sally Mazzarella Recreation Park; and

WHEREAS, many young children are present in and around the park drives and parking lots, including in the vicinity of the library, the pool, the ball fields, and the playground; and

WHEREAS, the Village of Rhinebeck proposes to institute a speed limit within the park of 10 mph; and

WHEREAS, the Town Board believes a posted speed limit of 10 mph is in the best interests of all residents and park users; now, therefore, be it

RESOLVED, that the Town Board supports a posted speed limit of 10 mph within the Thompson Thompson-Sally Mazzarella Recreation Park and encourages the Village Board to adopt the same.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016054**

**APPOINTING CHAIR OF ZONING BOARD OF APPEALS**

WHEREAS, there is a vacancy for Chair of the Zoning Board of Appeals; and

WHEREAS, ZBA member Scott Bergin has indicated his willingness to serve as Chair;

now, therefore, be it

RESOLVED, that Scott Bergin is appointed as Chair of the Zoning Board of Appeals for the year 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016055**

**APPOINTMENT TO ZONING BOARD OF APPEALS**

WHEREAS, there is an open seat on the Zoning Board of Appeals with a partially-expired 5-year term ending on December 31, 2017; and

WHEREAS, Richard Macaluso has indicated his wish to serve on the Zoning Board of Appeals; now, therefore, be it

RESOLVED, that Richard Macaluso is appointed to the Zoning Board of Appeals to fill an unexpired term ending on December 31, 2017.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016056**

**APPOINTING REGISTRAR AND DEPUTY REGISTRAR OF VITAL STATISTICS**

WHEREAS, the terms of the Registrar and Deputy Registrar of Vital Statistics expired on December 31, 2015; and

WHEREAS, it is necessary to appoint a Registrar and Deputy Registrar of Vital Statistics for two-year terms; now, therefore, be it

RESOLVED, that Jon Gautier is appointed Registrar of Vital Statistics and Joan Winne is appointed Deputy Registrar of Vital Statistics, each for two-year terms ending on December 31, 2017.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016057**

**TOWN HALL USE APPLICATION (SINTERKLAAS)**

WHEREAS, the Town has received the attached application for the use of Town Hall for the Sinterklaas event on the weekend of April 16-17, 2016; now, therefore, be it

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

TOWN OF RHINEBECK TOWN HALL USAGE APPLICATION

Application date 1/20/16

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

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

Application is hereby made by:

NAME Joanne Gelb

ADDRESS 36 Mullberry St. Rhinebeck

PHONE NUMBER (845)629-2527 EMAIL hanas27@gmail.com

Name of event Sinterklaas Love It or Swap It

Date of event April 16 ~~from~~ April 17 from

Description of Event a Clothing swap with donations to Sinterklaas

Will there be amplified sound? NO

Approximate number of attendee's expected \_\_\_\_\_

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

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

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

Applicant cannot charge entry fee.

Applicant signature Date

Joanne Gelb

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016058**

**REQUEST FOR PROPOSAL COMMERCIAL MOWER**

WHEREAS, the Town requires a commercial grade mower; and

WHEREAS, the Maintenance Department has submitted, and the Town Board has reviewed, the attached draft Request for Proposal ("RFP") for the mower; now, therefore, be it

RESOLVED, that the attached RFP is approved.



80 East Market Street  
Rhinebeck, New York 12572  
(845) 876-3409  
(845) 876-5885/Fax

## **TOWN of RHINEBECK**

### **RFP for Commercial Mower**

**Town of Rhinebeck**

**January 2016**

**The Town of Rhinebeck is seeking quotes on a commercial grade mower. The mower should be a zero turn model with a 61 inch cut, a minimum 36 horsepower gas engine, and solid front tires.**

**Quotes should be submitted in writing to:**

**Bobby Fitzpatrick**

**Building & Grounds Supervisor**

**Town of Rhinebeck, 80 E. Market St.**

**Rhinebeck, NY 12572**

**If you have any questions, please contact Bobby Fitzpatrick at 845-656-2031 or Maintenance Secretary at [town.maintenance@rhinebeck-ny.gov](mailto:town.maintenance@rhinebeck-ny.gov)**

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016059**

**SHARED SERVICES AGREEMENT WITH NEW YORK STATE DEPARTMENT OF  
TRANSPORTATION**

WHEREAS, the New York State Department of Transportation has proposed entering into the attached Shared Services Agreement with the Town Highway Department to facilitate disaster assistance during events that do not otherwise warrant, or that occur in the absence of, a Governor's Emergency Declaration; and

WHEREAS, the Highway Superintendent recommends entering into the attached agreement; now, therefore, be it

RESOLVED, that the attached Shared Services Agreement with the New York State Department of Transportation is approved, and the Highway Superintendent is authorized to sign the agreement in the attached form or a form substantially similar thereto.

**SHARED SERVICES AGREEMENT**

Between

**NYSDOT and \_\_\_\_\_**

THIS AGREEMENT, dated \_\_\_\_\_, 201\_, is between the People of the State of New York, hereinafter referred to as "State" or "NYSDOT" and the \_\_\_\_\_, hereinafter referred to as "Municipality." Pursuant to Section 99-r of the General Municipal Law, the State and the Municipality wish to share services, exchange or lend materials or equipment which shall promote and assist the maintenance of State and Municipal roads and highways and provide a cost savings by maximizing the effective utilization of both parties' resources. The State and the Municipality agree to share services as follows:

1. Description and Cost of Services, Materials or Equipment to be shared: Provide details of the services, materials or equipment to be shared in the attached standard Schedule A. The total amount of the agreement shall not exceed ten thousand dollars (\$10,000.00). If applicable, indicate that the return exchange will be determined at a later date.
2. The Provider's employees shall remain under full supervision and control of the Provider. The parties shall remain fully responsible for their own employees for all matters, including but not limited to, salary, insurance, benefits and Workers Compensation.
3. If the borrowed machinery or equipment is damaged or otherwise needs repair arising out of or in connection with the Recipient's use, the Recipient shall be responsible for such repairs.
4. The Municipality agrees to indemnify the State for any and all claims arising out of the Municipality's acts or omissions under this Agreement.
5. The term of this Agreement shall be for one (1) year. The parties will endeavor to provide no less than thirty (30) days' notice of its intent to extend the Agreement. Either party may revoke this Agreement by providing sixty (60) days written notice of such revocation. Upon revocation, any outstanding obligations of the parties must be satisfied within thirty (30) days of the date of such revocation.

NYSDOT – Region \_\_\_\_

MUNICIPALITY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Resident Engineer – \_\_\_\_\_ County

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Highway Superintendant

NYSDOT – Region \_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Regional Director of Operations

**SCHEDULE A**

**NYSDOT**

**Description of services, materials, or equipment (Check All that apply) to be shared:**

**Emergency assistance, including snow and ice control pursuant to Highway Law Section 55, as may be needed and agreed to by the Department of Transportation.**

**Estimated Cost/Value of Service Equipment Materials (Check All that apply):**

**Total NYSDOT Cost/Value: Not to exceed \$10,000.**

**MUNICIPALITY**

**Description of services, materials, or equipment (Check All that apply) to be shared:**

**To be determined based on services and materials provided by the Department of Transportation.**

**Estimated Cost/Value of Service Equipment Materials (Check All that apply):**

**Total MUNICIPALITY Cost/Value: Not to exceed \$10,000.**

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016060**

**APPOINTING PLANNING/ZONING ATTORNEY**

WHEREAS, the Town must retain an attorney for the purpose of providing advice to the Town on planning and zoning matters; and

WHEREAS, in 2015 the Town retained to its satisfaction John Lyons, Esq., who has indicated his desire to continue his retention by the Town for the year and has submitted the attached engagement letter for the Town's acceptance; now, therefore, be it

RESOLVED, that the Town hereby retains John Lyons, Esq. as the Town Planning/Zoning Attorney for the year 2016 and the Supervisor is authorized to execute an engagement letter in the same or substantially the same form as that attached.



04 February 2016

Elizabeth Spinzia, Supervisor, and Members of the Town Board  
Town of Rhinebeck  
Town Hall  
80 East Market Street  
Rhinebeck, NY 12572

Re: Legal Services and Engagement Agreement  
Matters: Counsel to Town of Rhinebeck Planning Board & Zoning Board of Appeals

Dear Supervisor Spinzia & Members of the Town Board:

Our firm wishes to continue throughout 2016 to act as we have since 2011 as counsel to: (a) the Town of Rhinebeck Planning Board; (b) the Zoning Board of Appeals (ZBA); and (c) in limited circumstances, to the Town of Rhinebeck Town Board on matters having to do with land use or environmental issues.

This engagement letter will serve to confirm the terms under which we will undertake to represent the aforementioned Town bodies in 2016. Rest assured that we will do our best to provide our services professionally, effectively, and efficiently.

### Description of Work and Scope of Work

Our scope of work is described as follows:

- Task 1: Counsel to the Planning Board. We will provide legal advice to the Planning Board on an as-needed basis at the request of the Board as it executes its duties as set forth under the Town of Rhinebeck Zoning Law, as has been the practice in prior years. Our advice will encompass the administration of local land use laws as well as applicable State and Federal laws (e.g., the State Environmental Quality Review Act). We will also represent the Board in court in the defense of any decisions which are challenged via Article 78 proceeding or other proceeding.
- Task 2: Counsel to the ZBA. We will provide legal advice to the ZBA on an as-needed basis at the request of the Board, as it executes its duties as set forth under the Town of Rhinebeck Zoning Law, as has been the practice in prior years. Our advice will encompass the administration of local land use laws as well as applicable State laws. We will also represent the Board in court in the defense of any decisions which are challenged via Article 78 proceeding or other proceeding.
- Task 3: Counsel to Town Board. We will provide legal advice to the Town Board on an

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Re: 2016 Legal Services Agreement

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as-needed basis at the request of the Board in connection with matters having to do with the Town Zoning Law and/or other local land use law or land use related issues.

#### **Rates for Professional Services**

Our work on all matters will be charged on an hourly basis. The hourly rate for legal work performed by John Lyons will be \$150 per hour. The hourly rate for legal work performed by Kimberly Garrison will be \$125.00.

If, during the term of our representation, we are required to provide you with an estimate of our fee to complete a particular matter, please bear in mind that such a figure is an estimate only. While we understand the need for such requests, legal matters inherently involve significant uncertainties which are difficult to foresee at the outset. Consequently, estimates shall not be construed to be either a cap or guarantee of the fee our office will charge to complete this matter unless such is specifically agreed between us and the Town.

#### **Expenses, Disbursements, Travel & Other Professionals**

In addition to our hourly rate, we will bill the Town on a dollar-for-dollar basis for our expenses incurred in connection with our representation. Examples of these expenses are large volumes of photocopies outsourced due to the volume, overnight delivery charges, court or county filing fees, stenographic transcripts, and the like. In the cases of some outside fees, we may ask the Town to furnish payment to a particular provider directly.

If it becomes necessary during the course of any matter to engage technical experts, such as a planner, engineer or appraiser, such expert will not be engaged without your prior consent. Unless prudent legal strategy dictates otherwise, such expert's fees will be billed to you directly by the expert. Those expert fees are separate and apart from our fees.

#### **Invoicing**

Invoices for our services rendered will generally be sent to the Town on a monthly basis. For matters in which we expect to be complete our work in a relatively short period, we may send the Town an invoice only once at the conclusion of the work. Our invoice(s) will set forth an itemized list of all work performed and who in the office performed the work. The invoices will also include any charges for costs, expenses and disbursements for that invoice period.

We require full payment of our periodic invoices upon the Town's receipt of the invoice. That said, we understand that before they can be paid, our invoices will pass through the Town Board's process for review and approval of invoices and we agree to that process and the time that it takes for that process to be completed. For the purposes of this agreement, our

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requirement that our bills be paid upon receipt shall mean simply that we expect that our invoices will be entered into the Town's normal review and approval process promptly upon their receipt by the Town and that the invoices will be moved through that process to completion promptly.

If our invoices are not paid within one hundred twenty (120) days of the date of the invoice, we reserve the right to terminate work on the file for which the invoice is unpaid. We also reserve the right to charge a late fee of two percent (2%) per month on the amount of the outstanding bill for invoices not paid within one hundred twenty (120) days of the date of the invoice. Such late fees would begin to accrue upon the expiration of the 120 days.

#### Other Terms

By signing this engagement letter the Town is consenting to our ability to withdraw, should we choose to do so, as counsel to the Planning, Zoning or Town Boards in all court or governmental agency matters in the event of nonpayment of our invoices. Please be aware that, pursuant to New York State Law, we will have a retaining lien over all of the contents of the Town's file in the event that we are not promptly paid for services rendered.

If a dispute arises between us relating to our fees, the Town may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. Part 137 is available for your review on the web site of the New York State Unified Court System at <http://www.nycourts.gov/admin/feedispute/>.

The firm of Grant & Lyons is a limited liability partnership (LLP) pursuant to Section 121-1500(a) of the New York Partnership Law. This means that if the Town should be injured by an act of malpractice by a partner of the firm, the partnership assets and the personal assets of the negligent partner will be available to pay any adjudged liability, but the personal assets of the other partners will not be available.

This agreement will be governed by New York State Law. By signing below, the Town agrees that Dutchess County shall serve as the venue for any litigation based on this agreement.

Once our engagement pursuant to this agreement is concluded, or our representation otherwise terminated, the files we are working on will be closed. Our record retention policy is that we will retain the closed paper files for seven (7) years, after which they will be destroyed.

Enclosed with this letter are two important documents, the Statement of Client's Rights and the Statement of Client's Responsibilities. These statements have been adopted by the New York State Office of Court Administration and they make clear the Town's rights as a client, as well as its responsibilities as a client.

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Client: Town of Rhinebeck  
Re: 2016 Legal Services Agreement

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Please indicate the Town's consent to the terms of this letter by having the Town Supervisor sign the "Acceptance of Terms" below and return the signed letter to our office.

We look forward to continuing to represent the Town in our fields of practice in 2016.

Very truly yours,

GRANT & LYONS, LLP

By: JOHN F. LYONS

**ACCEPTANCE OF TERMS**

I am the Supervisor of the Town of Rhinebeck. The Town Board has read the foregoing terms and the Board understands and consents to them. I am duly authorized by the Town of Rhinebeck Town Board to sign this agreement on behalf of the Town Board, the Planning Board and the Zoning Board of Appeals indicating agreement to these terms.

Town of Rhinebeck

By: Elizabeth Spinzia, Town Supervisor

### **Statement of Client's Rights**

(As adopted by the NYS Administrative Board of the Courts)

1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and personnel in your lawyer's office.
2. You are entitled to an attorney capable of handling your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to withdraw from the attorney-client relationship at any time (court approval may be required in some matters and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge).
3. You are entitled to your lawyers independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
4. You are entitled to be charged a reasonable fee and to have your lawyer explain at the outset how the fee will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any fee arrangement that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
5. You are entitled to have your questions and concerns addressed in a prompt manner and to have your telephone calls returned promptly.
6. You are entitled to be kept informed as to the status of your matter and to request and receive copies of papers. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter.
7. You are entitled to have your legitimate objectives respected by your attorney, including whether or not to settle your matter (court approval of a settlement is required in some matters).
8. You have the right to privacy in your dealings with your lawyer and to have your secrets and confidences preserved to the extent permitted by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the Code of Professional Responsibility.
10. You may not be refused representation on the basis of race, creed, color, age, religion, sex, sexual orientation, national origin or disability.

### Statement of Client's Responsibilities

Reciprocal trust, courtesy and respect are the hallmarks of the attorney-client relationship. Within that relationship, the client looks to the attorney for expertise, education, sound judgment, protection, advocacy and representation. These expectations can be achieved only if the client fulfills the following responsibilities:

1. The client is expected to treat the lawyer and the lawyer's staff with courtesy and consideration.
2. The client's relationship with the lawyer must be one of complete candor and the lawyer must be apprised of all facts or circumstances of the matter being handled by the lawyer even if the client believes that those facts may be detrimental to the client's cause or unflattering to the client.
3. The client must honor the fee arrangement as agreed to with the lawyer, in accordance with law.
4. All bills for services rendered which are tendered to the client pursuant to the agreed upon fee arrangement should be paid promptly.
5. The client may withdraw from the attorney-client relationship, subject to financial commitments under the agreed to fee arrangement, and, in certain circumstances, subject to court approval.
6. Although the client should expect that his or her correspondence, telephone calls and other communications will be answered within a reasonable time frame, the client should recognize that the lawyer has other clients equally demanding of the lawyer's time and attention.
7. The client should maintain contact with the lawyer, promptly notify the lawyer of any change in telephone number or address and respond promptly to a request by the lawyer for information and cooperation.
8. The client must realize that the lawyer need respect only legitimate objectives of the client and that the lawyer will not advocate or propose positions which are unprofessional or contrary to law or the Lawyer's Code of Professional responsibility.
9. The lawyer may be unable to accept a case if the lawyer has previous professional commitments which will result in inadequate time being available for the proper representation of a new client.
10. A lawyer is under no obligation to accept a client if the lawyer determines that the cause of the client is without merit, a conflict of interest would exist or that a suitable working relationship with the client is not likely.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016061**

**APPOINTMENT TO THE THOMPSON MAZZARELLA PARK COMMITTEE**

WHEREAS, there is a vacant seat on the Thompson Mazzarella Park Committee that is reserved for a member of the Recreation Committee; and

WHEREAS, Recreation Committee member Tom Connolly is willing to serve on the Thompson Mazzarella Park Committee; now, therefore, be it

RESOLVED, that Tom Connolly is appointed to the Thompson Mazzarella Park Committee for a 2-year term expiring on December 31, 2017.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016062**

**SUMMER RECREATION SOCCER CAMP**

WHEREAS, the Recreation Department seeks approval of the following program:

<b>Event/ Program</b>	<b>Day/Time</b>	<b>Date(s)</b>	<b>Place</b>	<b>Cost</b>	<b>Staffing &amp; Fee</b>
Soccer Camp	Every day during Summer Rec Camp	Session 1 July 18th-22nd  Session 2 August 8th-12	Rec Park	\$200/child per session	Jeroen Hofstede  75% of total fees if 13 or fewer participants  65% of total fees if 14 or more participants

; now, therefore, be it

RESOLVED, that the above program is approved.

**Ray McCann  
91 Slate Quarry Road, P.O. Box 412  
Rhinebeck, NY 12572**

January 2, 2016

Rhinebeck Town Board  
80 East Market Street  
Rhinebeck, NY 12572

**Re: Problems for Rhinebeck resulting from Frontier Communications'  
refusal to join in Central Hudson's line relocation project  
along Slate Quarry Road**

Dear Rhinebeck Town Board:

Joe Gelb told me that it might be helpful for me to appear before the Town Board on this subject. I would be happy to do that, but I think things might be easier to understand if I provide something in writing beforehand.

In brief, Central Hudson recently relocated its electric lines in the area of Slate Quarry Road. It removed its lines from old, 1930's poles, many located off-road in fields and wooded areas, and put them on new poles it erected along the road. Normally, Frontier Communications, which shares the poles with Central Hudson, would have followed along, moving their phone lines from the old poles to the new poles, as well. However, Frontier refused to do this for the Slate Quarry Road project. According to Central Hudson, Frontier has decided to keep its wires indefinitely on the old poles that Central Hudson has abandoned. Central Hudson also told me that Frontier may do the same on future line relocation projects that Central Hudson is planning.

Frontier Communications' refusal to join in the Slate Quarry Road project resulted in the following problems, all of which should be of concern to the Town of Rhinebeck:

- (1) The project encountered increased resistance from Slate Quarry Road property owners, threatening Central Hudson's ability to do the project and jeopardizing its promised benefit to the town of reduced electrical outages;
- (2) Central Hudson was unable to complete the full relocation of its electric lines in accordance with its original design;
- (3) property owners who used to have one line of poles and wires crossing their property, but now have two, have suffered an unnecessary and excessive reduction in their right to the free use of their properties; and

- (4) the forced retention of the old utility poles on top of the new, replacement poles put in by Central Hudson has detracted from the appearance of people's properties and, in places, the view along the road.

I do not know whether Frontier is legally obligated to follow along with Central Hudson and move its phone lines from the old poles to the new. However, even if Frontier has no legal obligation, I think the town should definitely react to the problems that Frontier has caused. I urge the Town Board to send a letter to Frontier objecting to their refusal to join in Central Hudson's line relocation project along Slate Quarry Road, and requesting that Frontier take down the old poles and move their phone lines to the new poles along the road. The letter should ask Frontier to do the same in future line relocation projects.

### Background

As part of a long-term effort to reduce electrical outages, Central Hudson recently completed a line relocation project along Slate Quarry Road between Wurtemberg Road and White Schoolhouse Road. Long sections of the electric lines in this area ran on old, 1930's poles located some distance from the road in fields and wooded areas where they were less accessible to repair crews and more exposed to falling trees. In order to reduce outages, Central Hudson removed their lines from these old, off-road poles and installed them on new poles it erected along the road.

Frontier Communications is part of this picture, because, like other local phone exchanges, their phone lines are normally installed on the same poles that the local electric company uses for its electric lines. This makes obvious sense, and I believe it is the way things are done — the standard practice — all over the country. If things were done otherwise, that is, if you had to have separate poles for phone and electric, towns across America would look a lot more cluttered and ugly, and property owners would unnecessarily lose more free use of their properties. There would also be a wasteful increase in the combined cost of local phone and electric infrastructure and the expense of maintaining that infrastructure (not to mention the greatly increased sacrifice of trees to make all the additional poles).

According to Central Hudson, Frontier normally co-owns the poles or has some other form of shared interest with Central Hudson. The two companies undoubtedly have — or *had* — some kind of working arrangement, as well, including an allocation of erection costs, maintenance expenses, etc. This working arrangement may have broken down, or the parties couldn't agree on how to apply it to the Slate Quarry Road project, or something. Neither company would explain why Frontier had refused to join in the Slate Quarry Road project, or offer any information on their working arrangement, except that, according to Central Hudson, Frontier had always followed along in line relocation projects in the past. Also, Central Hudson described Frontier as having more of a passive involvement with the poles themselves. According to Central Hudson, Frontier, itself, has never erected or maintained any poles, or cleared or trimmed any trees, but only tends to its phone lines.

### Frontier Communications' refusal to join in Slate Quarry Road line relocation

Central Hudson came to our house at 91 Slate Quarry Road over two years ago. They described their planned line relocation and explained how it would help end the high incidence of power outages we had experienced in the past. As part of the relocation, the electric lines, which passed just behind our house on their way into the woods, would simply be moved to the front of our house. We were concerned with whether the phone lines would be moved, as well, but Central Hudson assured us that, in all the other projects they had been doing, Frontier Communications either relocated their phone lines at the same time or within a year or so afterwards. This sounded fine to us, so we told Central Hudson that we would give them the new easement they needed so long as Frontier agreed to move their phone lines at the same time that Central Hudson moved their electric lines.

We heard nothing further from Central Hudson until March of last year, when they were preparing to begin work. Central Hudson told us that a change had occurred. Frontier had just decided that they would not join in the line relocation, that they would not move their phone lines at our house or anywhere else along Slate Quarry Road, but would remain indefinitely on the old, off-road poles that Central Hudson was abandoning. Central Hudson could not explain to us why Frontier had made such a decision, and we were very disappointed. Frontier's decision meant that we would be sandwiched in between wires: phone lines in back, less than twenty feet from our house, and electric lines right in front. We could have tried to extricate ourselves from this predicament by withholding our easement, but, over the years, there had been just too many outages in the area, and we were persuaded that the line relocation would help solve that problem. Also, Central Hudson said they could find a way to do the relocation without our consent. As a result, we decided to give Central Hudson the easement and cooperate with what they were trying to do.

### Problems resulting from Frontier's action

Central Hudson told me and my wife that Frontier's refusal to join in the Slate Quarry Road project made it much more difficult for them to obtain the required easements from property owners, many of whom, like us, did not want to get stuck with separate poles for phone and electric. Things were so bad at one point that Central Hudson told my wife they might just drop the project altogether. Clearly, Frontier's action jeopardized the reduction in outages that the town and its residents certainly want and that Central Hudson was working so hard to achieve. Central Hudson ultimately got enough easements to go forward with the project. However, one large property owner, who simply could not abide with having two lines of poles across his property, decided not to participate. As a result, contrary to Central Hudson's original design, which required all electric lines to be moved to the road, a significant section of these lines still

runs through the woods. I do not know the extent to which this might undermine the objective of reduced outages, but it can't be helpful.

As a result of Frontier's refusal to join in the Slate Quarry Road project, their heavy phone cable still overhangs our back yard, less that twenty feet from our house and dipping to just five feet or so over my wife's rock garden. (My wife has hit her head on it numerous times.) We were willing to live with this over the years, when this was the only easement. However, it is now an unnecessary, excessive and unsightly burden on our property. There is now a new easement right in front of our house to which Central Hudson has already moved its electric lines. Consistent with what Central Hudson insists was Frontier's past practice — and what looks like standard practice in the industry — Frontier should have moved its phone lines, as well. However, for reasons which neither Central Hudson nor Frontier have ever explained to us, Frontier has simply refused to do this.

An example of how Frontier's refusal to join in the Slate Quarry Road project has detracted from the appearance of things along the road can be seen just to the west of our property. There is a small patch of wetlands over which both phone lines and electric lines used to pass together between just two poles, one on the east of the wet area and one on the west. Now, because Frontier refuses to occupy the same poles as Central Hudson, this requires a total of four poles, with the phone lines and electric lines at one point even crossing each other. This adds a lot of unnecessary clutter to the view from the road, and looks ridiculous. Anyone passing on the road with some knowledge of how things should be done would certainly wonder what people were thinking when all of this was put in.

Thank you for your time in reading my letter. If anyone has any questions, they may call me any time at (845) 876-6073.

Sincerely yours,

A handwritten signature in black ink, appearing to be the initials 'DM' followed by a long horizontal flourish.

# ANNUAL REPORT OF MUNICIPAL HISTORIAN

Name: Nancy V. Kelly

Address: 88 E. Market Street, Rhinebeck, NY 1272

Year appointed:

For what area: Town of Rhinebeck

Date of Report: Jan 25, 2016

What historic sites or buildings have been marked in the past year and by whom?

Rhinebeck Dutch Reformed Church Cemetery  
marked by Chancellor Livingston Chapter, NSDAR

What places should be marked in your locality?

State Marker should be placed at the Neher-Elseffer House, known as the Palatine Farmstead,  
Route 9, Rhinebeck  
Kiosk placed near Municipal Parking Lot recognizes town historic sites.

What historical celebrations were held in your community last year? Please describe them.  
Exhibit describing the 1865 Fire which burned a large block of downtown Rhinebeck.

Are any historical celebrations planned for the coming year?

Have you made a careful inspection of your local records? Please describe their condition and  
any record management plans currently in use.

Scanning and indexing of records is a continuing project

What additional records or items relating to your local history have you collected for your  
municipality this year? Do you have a collections acquisition plan in place?

The Eising collection, covering the period 1754-1854, was acquired from a descendant of an  
antique dealer by a generous donation. All papers have been scanned and are now stored under  
archival conditions by the Museum of Rhinebeck History. I wrote an article about the  
significance of the papers for the Dutchess Co. Historical Society Year Book, 2015.

What other services have you provided for your community over the past year?

Advised Planning and ZBA about historic properties under their consideration.  
Provided advice & information for authors of two books and several newspaper articles.  
Answered email and phone questions about people, events and buildings in Rhinebeck.

Did you attend or partake in any county, state, or federal programs over the past year? Please list  
Attended County Historian's quarterly meetings.

**See attached 2015 Town Historian's report**

Inquires received by mail, phone & e-mail are received by the Town Historian on a constant basis. The activities continue to multiply each year. Many are focused on questions about Rhinebeck families or information about events or historic buildings in the town. Brochures were prepared about these subjects and continue to be available on the Town website, linked to the Historian's page:

<http://www.rhinebeck-ny.gov/files/Family%20History%20-%20Rhinebeck.pdf>

<http://www.rhinebeck-ny.gov/files/Dating%20Your%20House%20-%20Rhinebeck.pdf>

#### **LOCAL HISTORY ROOM, Historian 10AM-3PM Tuesdays**

I maintain hours at the Starr Library Local History room on Tuesdays except when I am out of town. Beverly Kane, from the Museum of Rhinebeck History and other volunteers are also at the local history room and fill in for me when I am not available.

This year, scans of the 1930 Rhinebeck Gazettes, missing from the online historical newspapers at [www.fultonhistory.com](http://www.fultonhistory.com) have finally been put online. The microfilms for those years were hand delivered to Fulton NY for scanning so that they could be included with other issues, 1846-2003 in the online collection.

I continue to update the online research links at <http://starrlibrary.org/local-history/>

#### **MISCELLANEOUS INQUIRIES**

Inquiries have been received from Title Companies, Probate, Engineering Companies and Environmental Assessment preparers. The information which I provide allows them to prepare reports and recommend decisions about the use of historic properties.

#### **BOOKS**

A book about Harrison B. Dyar, Jr., who grew up at Linwood Hill/ Fox Hollow and was a researcher at the Smithsonian was finally published this year.

#### **Moths, Myths, and Mosquitoes: The Eccentric Life of Harrison Dyar by Marc Epstein**

I had been assisting the author for several years with his book. The subject's parents are both buried in the Rhinebeck Association Cemetery.

Other authors of newspaper articles have contacted me with questions, requiring further research.

#### **NATIONAL CONFERENCE**

Jane E. Wilcox, a speaker at the National Genealogical Society Conference which will be held May 4-7, 2016 came to meet with me and consulted several times regarding her topic, A Tour of New York State Genealogical Research Repositories: The Best— will include information about our Local History Room at the Starr Library.

#### **COMMITTEES**

I continue to work with the Consortium of Rhinebeck History and the Palatine Farmstead Committee. background on sites that they are studying. The revitalized Historic Sites Committee appointed by the Town Board with Melodye Moore as chairman. Submitted a draft to the Town board and the State Preservation office. Revisions are being made, based on comments receive.

I have been attending Planning Board meetings and Zoning Board meetings and providing comments at their public hearings for Historic sites for which applications have been received. There seems to be much activity

which has centered on very significant sites in the town. Many of the proposals will be continued through the coming year.

### **EXHIBITS**

- 75th Anniversary of Post office Dedication -prepared by the Rhinebeck Historical Society is on display at the Post Office.
- A display recognizing the establishment of the Rhinebeck & Connecticut Railroad, running from Rhinecliff, through Rhinebeck and on to Connecticut was placed at the Starr Library.
- A short term display showing the influence of Dutch settlers in the establishment of Rhinebeck was mounted near the checkout desk at the library..
- Exhibit re: 75th anniversary of the building of the Town Hall on E. Market has been on display at the Town Hall.
- KIOSK placed near the Municipal Parking Lot offers a map and display regarding historic sites in Rhinebeck. Brochures are placed in special boxes on the kiosk. This kiosk was funded by a grant from the Frost Foundation.

### **FUTURE OBJECTIVES**

As I have stated in previous reports, I am particularly concerned about archeological artifacts which have been collected from digs in Rhinebeck. It is important that these artifacts remain in Rhinebeck where they may be studied and displayed.

The large collection of Native American artifacts which have been found at the Thompson-Mazarrella parksite are being retained by the archeologist but should be kept in Rhinebeck. Every effort should be made to insure their return to us.

I pleased that a draft Historic Preservation Law is being considered and urge that it be passed as soon as possible so that Rhinebeck will be able to protect sites on the National Register and study additional worthy sites. Without proper guidance the significance of these sites can easily be obliterated.