Town of Rhinebeck
Regular Board Meeting
Agenda

April 11, 2016
Executive Session at 6:00 pm
Regular Town Board Meeting at 6:45 pm

Draft 4/8/2016 1:53:40 PM

A. Executive Session (6:00 pm)

1. Discussion of the medical, financial, credit or employment history of a particular person or persons, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or persons.

B. Call to Order (6:45 pm)

C. Pledge of Allegiance

D. Approval of Prior Minutes

1. March 28, 2016 Regular Town Board Meeting

E. Announcements

F. Public Hearings

1. Local Law No. __ of 2016 Entitled "A Local Law Repealing Chapter 125-61 of the Town Rhinebeck Code"
2. Local Law No. __ of 2016 Entitled "A Local Law Changing the Meeting Date of the Town of Rhinebeck Board of Assessment Review"

G. Committee & Liaison Reports

H. Resolutions

1. Resolution 2016088 Engagement of Attorney to Represent Town in Hearing Before the Zoning Board of Appeals on Appeal of Red Wing Properties, Inc. from Decision of Zoning Administrator Denying Non-Conforming Use Application (previously tabled, March 28, 2016)
2. Resolution 2016093 Preliminary Accounts Payable Abstracts 4, V448-V506, 44 Checks for $69,602.38
3. Resolution 2016094 Capital Project Abstract, 2 Checks for $2,079.91
4. Resolution 2016095 Budget Transfers and Amendments
5. Resolution 2016096 Appointment to the Recreation Committee

Town of Rhinebeck
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6. Resolution 2016097 Request for Proposal for Execution of a Portion of the Frost Family Trail at the Thomas Thompson-Sally Mazzarella Community Park

7. Resolution 2016098 Appointments to Board of Assessment Review

8. Resolution 2016099 Town Hall Use Application (Giving Box Fundraiser)

9. Resolution 2016100 Purchase of Cemetery Mower

10. Resolution 2016101 Recreation Aqua Zumba Program

11. Resolution 2016102 Recreation Park Concession Stand Contract

12. Resolution 2016103 Recreation Department Hires for 2016

13. Resolution 2016104 Authorizing Highway Superintendent to Advertise for 2017 Material Bids

14. Resolution 2016105 Abandonment of West Miller Road

15. Resolution 2016106 Accepting Dutchess County DPW 2016-2017 Road Salt Bid Award

16. Resolution 2016107 Dutchess County Shared Services Grant Application for Jet-Vac Truck with the Towns of Red Hook, Milan, Northeast and Pine Plains and the Village of Red Hook

17. Resolution 2016108 Dutchess County Secondary Shared Services Grant Application for Boom Mower/Tractor with the Town of Red Hook

18. Resolution 2016109 A Local Law Repealing Chapter 125-61 of the Town Rhinebeck Code

19. Resolution 2016110 A Local Law Changing the Meeting Date of the Town of Rhinebeck Board of Assessment Review

20. Resolution 2016111 Settlement of Tax Certiorari Petition (Wisotsky)

21. Resolution 2016112 2016 Seasonal License Agreement From the Town of Rhinebeck to Farber Brothers Inc. to Use the Town's Waterfront Facilities in Connection with a Water Taxi Route Between Rhinecliff and Kingston, New York

Town of Rhinebeck
Regular Board Meeting
Agenda

April 11, 2016
Executive Session at 6:00 pm
Regular Town Board Meeting at 6:45 pm

I. New Business

J. Discussion Items

1. Ruge's Automotive on proposed zoning change
2. Highway Department credit card

K. Public Comment on Non-Agenda Items

L. Adjournment

Town of Rhinebeck
Regular Board Meeting
Minutes
March 28, 2016 6:45 pm

Draft of 3/30/2016 1:01 PM

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

Present:	Supervisor Elizabeth Spinzia Deputy Supervisor Allan Scherr Councilperson Elaine Fernandez Councilperson Ed Roberts
Absent:	Councilperson Joseph Gelb
Others Present:	Joel Tyner, County Legislator 2 members of the public
Recording Secretary:	Jon Gautier

The Pledge of Allegiance was recited.

A. Approval of Prior Minutes

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

1. March 14, 2016 Regular Town Board Meeting
2. March 17, 2016 Special Town Board Meeting

B. Public Hearing

1. At 6:49 pm, Supervisor Spinzia reopened the adjourned public hearing on Local Law No. __ of 2016 Entitled "A Local Law Repealing Chapter 125-61 of the Town Rhinebeck Code." No one wishing to be heard, the public hearing was further adjourned to April 11, 2016 at 6:45 pm at the Rhinebeck Town Hall.

C. Announcements

1. Supervisor Spinzia made the following announcements: the annual Landsman Kill fish stocking and fishing contest will begin on April 2; Summer Camp registration is now ongoing and can be done through the Rec website (which can be accessed from the Town website); Frontier Communications has responded positively to the issue of co-locating utility poles to reduce excessive poles; the transfer of the Vanderburgh Cove sewer system is proceeding and will soon be considered by the County Legislature.
2. Councilperson Roberts said that Gina Fox is resigning from the Board to focus on her new duties as Village Trustee.

D. Committee & Liaison Reports

Town of Rhinebeck
Regular Board Meeting
Minutes
March 28, 2016 6:45 pm

1. Councilperson Scherr gave an update on the County Tech grant and the related shared services IMA with the Village.
2. Supervisor Spinza reported on a meeting with the State and County concerning the possible need for a reassessment.

E. Resolutions

1. Resolution 2016082 Preliminary Accounts Payable Abstracts

   Motioned by Supervisor Spinzia
   Seconded by Deputy Supervisor Scherr

   Voice Vote:

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

   Resolution 2016082 Preliminary Accounts Payable Abstracts adopted 4-0.

2. Resolution 2016083 Capital Project Abstract

   Motioned by Supervisor Spinzia
   Seconded by Deputy Supervisor Scherr

   Voice Vote:

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

   Resolution 2016083 Capital Project Abstract adopted 4-0.

3. Resolution 2016084 Budget Transfers and Amendments

   Motioned by Supervisor Spinzia
   Seconded by Deputy Supervisor Scherr

   Voice Vote:

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

Councilperson Roberts	Aye

Resolution 2016084 Budget Transfers and Amendments adopted 4-0.

4. Resolution 2016085 Brush Drop Off

Motioned by Councilperson Roberts
Seconded by Deputy Supervisor Scherr

Voice Vote:

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

Resolution 2016085 Brush Drop Off adopted 4-0.

5. Resolution 2016086 Engagement of Expert Relating to Workforce Housing

Resolution 2016086 Tabled on the floor by unanimous voice vote (Spinzia motion; Scherr second).

6. Resolution 2016087 Disposal of Non-Functioning Office Equipment

Motioned by Supervisor Spinzia
Seconded by Deputy Supervisor Scherr

Voice Vote:

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

Resolution 2016087 Disposal of Non-Functioning Office Equipment adopted 4-0.

7. Resolution 2016088 Engagement of Attorney to Represent Town in Hearing Before the Zoning Board of Appeals on Appeal of Red Wing Properties, Inc. from Decision of Zoning Administrator Denying Non-Conforming Use Application

Resolution 2016088 Tabled on the floor by unanimous voice vote (Spinzia motion; Scherr second).

8. Resolution 2016089 Hiring for Summer Recreation Program and Setting Wages for Lifeguards

Motioned by Deputy Supervisor Scherr
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016089 Hiring for Summer Recreation Program and Setting Wages for Lifeguards adopted 4-0.

9. Resolution 2016090 Resolution Commencing the Local Law Adoption Process for Local Law No. __ of 2016 Entitled "A Local Law Changing the Meeting Date of the Town of Rhinebeck Board of Assessment Review"

Motioned by Supervisor Spinzia
Seconded by Deputy Supervisor Scherr

Voice Vote:

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

Resolution 2016090 Resolution Commencing the Local Law Adoption Process for Local Law No. __ of 2016 Entitled "A Local Law Changing the Meeting Date of the Town of Rhinebeck Board of Assessment Review" adopted 4-0.

F. New Business

1. Resolution 2016091 Town Hall Use Application (High School Musical Cast Party)

Motioned by Supervisor Spinzia
Seconded by Deputy Supervisor Scherr

Voice Vote:

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

Councilperson Roberts	Aye

Resolution 2016091 Town Hall Use Application (High School Musical Cast Party) adopted 4-0.

2. Resolution 2016092 Approving Increase of Amount Budgeted for Purchase of Cemetery Burial Cart

Motioned by Councilperson Fernandez
Seconded by Supervisor Spinzia

Voice Vote:

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

Resolution 2016092 Approving Increase of Amount Budgeted for Purchase of Cemetery Burial Cart adopted 4-0.

G. Public Comment on Non-Agenda Items

1. County Legislator Joel Tyner spoke on a range of topics.

H. Adjournment

The Board adjourned by unanimous voice vote at 7:20 pm.

Respectfully submitted,

Jon Gautier
Town Clerk

TOWN OF RHINEBECK

RESOLUTION NO. 2016088

ENGAGEMENT OF ATTORNEY TO REPRESENT TOWN IN HEARING BEFORE THE ZONING BOARD OF APPEALS ON APPEAL OF RED WING PROPERTIES, INC. FROM DECISION OF ZONING ADMINISTRATOR DENYING NON-CONFORMING USE APPLICATION

WHEREAS, the Town's Zoning Enforcement officer has denied an Application submitted by Red Wing Properties, Inc. ("Red Wing") to the Zoning Administrator ("ZA") which application sought a determination by the Town's ZA that Red Wing had established a vested non-conforming use to conduct mining operations on the entire parcel it owns on or near White Schoolhouse Road and outside the current Town's Mining Overlay Zone; and

WHEREAS, Red Wing has appealed the denial to the Zoning Board of Appeals; and

WHEREAS, the Town Board recognizes that the decision on the appeal is exclusively within the power and jurisdiction the Zoning Board of Appeals to make based on its determination of the facts and the law presented to it; and

WHEREAS, the Town Board believes all facts and points of law relevant to the application should be presented to the Zoning Board of Appeals; now, therefore, be it

RESOLVED, that Warren Replansky, Esq., the attorney to the Town, is engaged by the Town Board to represent the interests of the Town before the ZBA by, among other things, participating in the development of all relevant facts and issues of law so that a full record pertaining to this matter can be developed in the ZBA proceedings ; and be it further

RESOLVED, that Mr. Replansky's fees are to be billed at his usual hourly rate to the Town for his engagement, which fees absent further approval from the Board, are capped at $6,500; and be it further

RESOLVED, that the Supervisor is authorized to execute any paperwork necessary to effectuate this engagement.

Tabled on the floor by unanimous voice vote March 28, 2016 (Spinzia motion; Scherr second)

TOWN OF RHINEBECK

RESOLUTION NO. 2016093

PRELIMINARY ACCOUNTS PAYABLE ABSTRACT 4, V448-V506, 44 CHECKS FOR $69,602.38

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Accounts Payable Abstracts 4, V448-V506, 44 Checks for $69,602.38, 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 4, V448-V506, 44 Checks for $69,602.38, are approved for payment.

TOWN OF RHINEBECK
PRELIMINARY ABSTRACT 4 V448-V506 44 CHECKS DUE 4-11-16
Executed By: sday

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

Bank: TRUST AGENCY FD TRUST AGENCY FD

----------Checks----------

Vendor: CENTRAL HUDSON — CENTRAL HUDSON GAS & ELECTRIC CORP — REMIT ADDRESS

Invoice ID: 56091880007MR16			Invoice Date: 03/17/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	000 -06 -7180-431	000 -200	V448 2-19 THRU 3-17 85KWH & 1	$	96.53
Invoice ID: 56612065005MR16			Invoice Date: 03/24/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	000 -07 -8161-431	000 -200	V448 2-24 THRU 3-24 1239KWH &	$	180.60
					CHECK TOTAL (CHECK #: 14952) =	$	277.13

Vendor: TIME WARNER CAB — TIME WARNER CABLE — REMIT ADDRESS

Invoice ID: 26500858			Invoice Date: 03/30/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	000 -01 -1620-429	000 -200	V449 3-30 THRU 4-29 INTERNET	$	189.00
2016	2016 2	Yes	000 -01 -1620-430	000 -200	V449 3-30 THRU 4-29 PHONES	$	528.59
					INVOICE TOTAL (INVOICE ID: 26500858) =	$	717.59
					CHECK TOTAL (CHECK #: 14953) =	$	717.59

Vendor: CARDMEMBER SERVICE — CARDMEMBER SERVICE — REMIT ADDRESS

Invoice ID: 0109			Invoice Date: 02/26/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	000 -01 -1650-449	000 -200	V450 POSTAGE FROM STAMPS.COM	$	380.00
Invoice ID: 0371			Invoice Date: 03/10/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	000 -01 -1650-449	000 -200	V450 POSTAGE FROM STAMPS.COM	$	200.00
Invoice ID: 2298			Invoice Date: 02/29/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	2016-THALL 001 -07 -8010-448	001 -200	V450 2 EXPRESS MAILINGS TO RE	$	45.90
Invoice ID: 4128			Invoice Date: 03/10/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	000 -01 -1650-449	000 -200	V450 POSTAGE FROM STAMPS.COM	$	100.00
Invoice ID: 4233			Invoice Date: 02/26/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	000 -01 -1650-449	000 -200	V450 MONTHLY FEE FOR STAMPS.C	$	15.99
Invoice ID: 5263			Invoice Date: 02/24/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	2016-1630- 000 -01 -1620-410	000 -200	V450 PARTS FOR VACUUM (PARTS	$	48.45
2016	2016 2	Yes	2016-1630- 000 -01 -1620-410	000 -200	V450 SHIPPING (PARTS WAREHOUS	$	7.48
					INVOICE TOTAL (INVOICE ID: 5263) =	$	55.93
Invoice ID: 6170			Invoice Date: 02/22/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	000 -01 -1650-449	000 -200	V450 POSTAGE FROM STAMPS.COM	$	100.00
Invoice ID: 6958			Invoice Date: 02/25/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	2016-THALL 000 -01 -1330-448	000 -200	V450 1 PRIORITY MAILING TO DO	$	6.45
Invoice ID: 8643			Invoice Date: 03/07/2016	Due Date: 04/11/2016			
2016	2016 1	Yes	000 -01 -1680-401	000 -200	V450 MONTHLY FEE FOR MAIL CHI	$	15.00
					CHECK TOTAL (CHECK #: 14954) =	$	919.27

Vendor: AMANO CINCINNAT — AMANO CINCINNATI,INC. — REMIT ADDRESS

Invoice ID: 284074			Invoice Date: 04/07/2016	Due Date: 04/11/2016			
2016	2016 1	No	2016-5132- 000 -04 -5132-454	000 -200	V506 TIMECLOCK 1 YEAR TECH SU	$	149.00
					CHECK TOTAL (CHECK #: 14955) =	$	149.00

Vendor: AMERICAN ROCK SALT CO., LLC — AMERICAN ROCK SALT CO., LLC — REMIT ADDRESS

Invoice ID: 483121			Invoice Date: 03/14/2016	Due Date: 04/11/2016			
2016	2016 1	No	2016-5142- 003 -04 -5142-416	003 -200	V451 3/14 108.14 TON @ $89.15	$	9,640.68
					CHECK TOTAL (CHECK #: 14956) =	$	9,640.68

Vendor: ANCHORSIDE PRINTING — ANCHORSIDE PRINTING — REMIT ADDRESS

Invoice ID: 647258			Invoice Date: 03/16/2016	Due Date: 04/11/2016			
2016	2016 1	No	3353 000 -01 -1410-410	000 -200	V452 1 TONER BRO	$	59.99
Invoice ID: 648942			Invoice Date: 03/23/2016	Due Date: 04/11/2016			

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
2016	2016 1		No	3353	001 -07 -8010-410	001 -200	V452 1 TONER 1/2 COST	$ 40.00
2016	2016 2		No	3353	001 -02 -3620-410	001 -200	V452 1 TONER 1/2 COST	$ 39.99
						INVOICE TOTAL (INVOICE ID: 648942) =		$ 79.99
Invoice ID: C648942					Invoice Date: 03/24/2016	Due Date: 04/11/2016		
2016	2016 1		No	3353	001 -02 -3620-410	001 -200	V452 PRICE MATCH 1/2 OF CREDI	$ 7.00-
2016	2016 2		No	3353	001 -07 -8010-410	001 -200	V452 PRICE MATCH 1/2 OF CREDI	$ 7.00-
						INVOICE TOTAL (INVOICE ID: C648942) =		$ 14.00-
						CHECK TOTAL (CHECK #: 14957) =		$ 125.98
Vendor: BANK OF MILLBROOK					BANK OF MILLBROOK	REMIT ADDRESS		
Invoice ID: FINAL BOND PYMT					Invoice Date: 04/07/2016	Due Date: 04/11/2016		
2016	2016 1		No		000 -09 -9710-600	000 -200	V453 BOND PAYMNT 10 OF 10 HWA	$ 30,000.00
2016	2016 2		No		000 -09 -9710-700	000 -200	V453 BOND PAYMNT 10 OF 10 HWA	$ 1,440.00
						INVOICE TOTAL (INVOICE ID: FINAL BOND PYMT) =		$ 31,440.00
						CHECK TOTAL (CHECK #: 14958) =		$ 31,440.00
Vendor: CENTRAL HUDSON					CENTRAL HUDSON GAS & ELECTRIC CORP	REMIT ADDRESS		
Invoice ID: 26091890022MR16					Invoice Date: 03/17/2016	Due Date: 04/11/2016		
2016	2016 1		No		000 -04 -5132-431	000 -200	V454 2-19 THRU 3-17 0KWH & 13	$ 124.60
Invoice ID: 53521840008MR16					Invoice Date: 03/29/2016	Due Date: 04/11/2016		
2016	2016 1		No		022 -07 -8130-460	022 -200	V455 1-26 THRU 3-29 2376 KWH	$ 111.82
Invoice ID: 53521870005MR16					Invoice Date: 03/29/2016	Due Date: 04/11/2016		
2016	2016 1		No		022 -07 -8130-460	022 -200	V455 1-26 THRU 3-29 2971 KWH	$ 122.27
Invoice ID: 54111260003MR16					Invoice Date: 03/31/2016	Due Date: 04/11/2016		
2016	2016 1		No		001 -04 -5182-400	001 -200	V455 MARCH 2107KWH	$ 964.79
Invoice ID: 54111280003MR16					Invoice Date: 03/31/2016	Due Date: 04/11/2016		
2016	2016 1		No		020 -04 -5182-400	020 -200	V455 MARCH 2311KWH	$ 719.14
						CHECK TOTAL (CHECK #: 14959) =		$ 2,042.62
Vendor: CONSTELLATION NEWENERGY, INC					CONSTELLATION NEWENERGY, INC	REMIT ADDRESS		
Invoice ID: 31628383					Invoice Date: 03/30/2016	Due Date: 04/11/2016		
2016	2016 1		No		000 -07 -8161-431	000 -200	V456 2-24 THRU 3-23 1239 KWH	$ 98.50
Invoice ID: 31655896					Invoice Date: 03/31/2016	Due Date: 04/11/2016		
2016	2016 1		No		022 -07 -8130-460	022 -200	V456 1-26 THRU 3-28 2376 KWH	$ 188.89
Invoice ID: 31684265					Invoice Date: 04/01/2016	Due Date: 04/11/2016		
2016	2016 1		No		022 -07 -8130-460	022 -200	V456 1-26 THRU 3-28 2971 KWH	$ 236.19
						CHECK TOTAL (CHECK #: 14960) =		$ 523.58
Vendor: CONSTRUCTION TOOL WAREHOUSE					CONSTRUCTION TOOL WAREHOUSE	REMIT ADDRESS		
Invoice ID: 5167871					Invoice Date: 03/14/2016	Due Date: 04/11/2016		
2016	2016 1		No	2016-5130- 003 -04	-5130-427	003 -200	V457 2 CHAPIN BRASS ADJUST CO	$ 13.30
						CHECK TOTAL (CHECK #: 14961) =		$ 13.30
Vendor: CONWAY'S LAWN &					CONWAY'S LAWN & POWER EQUIP., INC.	REMIT ADDRESS		
Invoice ID: 100903					Invoice Date: 03/02/2016	Due Date: 04/11/2016		
2016	2016 1		No	2016-5130- 003 -04	-5130-427	003 -200	V505 3-2 DRIVE TUBE ASSY AND	$ 58.94
						CHECK TOTAL (CHECK #: 14962) =		$ 58.94
Vendor: CORBALLY, GARTLAND & RAPPLEYEA					CORBALLY, GARTLAND & RAPPLEYEA, LLP	REMIT ADDRESS		
Invoice ID: 185165					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016 1		No		000 -01 -1355-452	000 -200	V492 STRAWBERRY HILL NURSERY	$ 67.98
Invoice ID: 185166					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016 1		No		000 -01 -1355-452	000 -200	V492 MARC WISOTSKY THRU 2/29/	$ 214.50
2016	2016 2		No		000 -01 -1355-452	000 -200	V492 MARC WISOTSKY THRU 2/29/	$ 6.44

TOWN OF RHINEBECK
PRELIMINARY ABSTRACT 4 V448-V506 44 CHECKS DUE 4-11-16
Executed By: sday

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
							INVOICE TOTAL (INVOICE ID: 185166) =	$ 220.94
Invoice ID: 185167					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016 1		No		000 -01 -1355-452	000 -200	V492 WILLIAM PATRICK THRU 2/2	$ 6.44
2016	2016 2		No		000 -01 -1355-452	000 -200	V492 WILLIAM PATRICK THRU 2/2	$ 214.50
							INVOICE TOTAL (INVOICE ID: 185167) =	$ 220.94
							CHECK TOTAL (CHECK #: 14963) =	$ 509.86
Vendor: CUNNINGHAM, BAR					CUNNINGHAM, BARBARA		REMIT ADDRESS	
Invoice ID: APRIL 2016					Invoice Date: 04/01/2016	Due Date: 04/11/2016		
2016	2016 1		No		000 -08 -9060-801	000 -200	V456 APRIL COVERAGE	$ 397.55
							CHECK TOTAL (CHECK #: 14964) =	$ 397.55
Vendor: D&J DISTRIBUTOR					D&J DISTRIBUTORS		REMIT ADDRESS	
Invoice ID: 67447					Invoice Date: 03/24/2016	Due Date: 04/11/2016		
2016	2016 1		No	2016-7180-	000 -06 -7180-440	000 -200	V459 -3 SHOWER HEADS, WASHERS	$ 42.30
							CHECK TOTAL (CHECK #: 14965) =	$ 42.30
Vendor: D'ACHILLE AND ASSOCIATES					D'ACHILLE AND ASSOCIATES		REMIT ADDRESS	
Invoice ID: FILE 2015 AUD					Invoice Date: 03/30/2016	Due Date: 04/11/2016		
2016	2016 1		No		000 -01 -1220-400	000 -200	V460 COMPILE & FILE 2015 AUD	$ 2,000.00
							CHECK TOTAL (CHECK #: 14966) =	$ 2,000.00
Vendor: DOWSER, LLC,					DOWSER, LLC,		REMIT ADDRESS	
Invoice ID: 1617731					Invoice Date: 03/18/2016	Due Date: 04/11/2016		
2016	2016 1		No	2016-5132-	000 -04 -5132-410	000 -200	V461 3/18 3- 5 GAL JUGS OF WA	$ 6.87
							CHECK TOTAL (CHECK #: 14967) =	$ 6.87
Vendor: DUTCHESS COUNTY WATER/WASTEWAT					DUTCHESS COUNTY WATER/WASTEWATER		REMIT ADDRESS	
Invoice ID: 2016 RE-LEVIES					Invoice Date: 01/01/2016	Due Date: 04/11/2016		
2016	2016 1		No		010 -631	010 -200	V462 2016 RELEVIES COLLECTED	$ 616.06
							CHECK TOTAL (CHECK #: 14968) =	$ 616.06
Vendor: EXPANDED SUPPLY					EXPANDED SUPPLY PRODUCTS INC.		REMIT ADDRESS	
Invoice ID: 18767					Invoice Date: 03/22/2016	Due Date: 04/11/2016		
2016	2016 1		No	2016-5112-	003 -04 -5112-215	003 -200	V463 15 & 12" 20' N12 PIPE	$ 567.62
2016	2016 2		No	2016-5112-	003 -04 -5112-218	003 -200	V463 15 & 12" 20' N12 PIPE	$ 567.62
2016	2016 3		No	2016-5112-	003 -04 -5112-219	003 -200	V463 15 & 12" 20' N12 PIPE	$ 567.63
							INVOICE TOTAL (INVOICE ID: 18767) =	$ 1,702.87
							CHECK TOTAL (CHECK #: 14969) =	$ 1,702.87
Vendor: FRED CARTIER					FRED C. CARTIER SERVICES		REMIT ADDRESS	
Invoice ID: 1279					Invoice Date: 04/06/2016	Due Date: 04/11/2016		
2016	2016 1		No		001 -07 -8020-410	001 -200	V464 4-4 PLAN BRD MTG & CD	$ 85.00
2016	2016 2		No		001 -07 -8010-410	001 -200	V464 4-6 ZONING BRD MTG & CD	$ 85.00
							INVOICE TOTAL (INVOICE ID: 1279) =	$ 170.00
							CHECK TOTAL (CHECK #: 14970) =	$ 170.00
Vendor: FRONTIER					FRONTIER		REMIT ADDRESS	
Invoice ID: 876-3203 MR16					Invoice Date: 03/28/2016	Due Date: 04/11/2016		
2016	2016 1		No		000 -01 -1620-430	000 -200	V466 PHONE 3-28 THRU 4-27	$ 48.78
Invoice ID: 876-3961 MR16					Invoice Date: 03/28/2016	Due Date: 04/11/2016		

TOWN OF RHINEBECK
PRELIMINARY ABSTRACT 4 V448-V506 44 CHECKS DUE 4-11-16
Executed By: sday

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
2016	2016	1	No		000 -07 -8810-430	000 -200	V466 PHONE 3-28 THRU 4-27	$ 41.45
2016	2016	2	No		000 -07 -8810-429	000 -200	V466 PHONE 3-28 THRU 4-27	$ 19.99
							INVOICE TOTAL (INVOICE ID: 876-3961 MR16) =	$ 61.44
Invoice ID: 876-6161 MR16					Invoice Date: 03/28/2016	Due Date: 04/11/2016		
2016	2016	1	No		000 -06 -7180-430	000 -200	V466 PHONE 3-28 THRU 4-27	$ 36.31
Invoice ID: 876-6263 MR16					Invoice Date: 03/28/2016	Due Date: 04/11/2016		
2016	2016	1	No		000 -04 -5132-430	000 -200	V465 PHONE 3-28 THRU 4-27	$ 144.68
							CHECK TOTAL (CHECK #: 14971) =	$ 291.21
Vendor: GRANT & LYONS,L					GRANT & LYONS,LLP		REMIT ADDRESS	
Invoice ID: 9107					Invoice Date: 03/09/2016	Due Date: 04/11/2016		
2016	2016	1	No		2016-GRANT 001 -07 -8010-452	001 -200	V468 ART 78 DUFFY VS TOWN 13.	$ 1,718.75
2016	2016	2	No		2016-GRANT 001 -07 -8010-452	001 -200	V468 ART 78 DUFFY VS TOWN POS	$ 37.80
							INVOICE TOTAL (INVOICE ID: 9107) =	$ 1,756.55
Invoice ID: 9122					Invoice Date: 03/15/2016	Due Date: 04/11/2016		
2016	2016	1	No		2016-GRANT 001 -07 -8010-452	001 -200	V469 2-17 2HRS RED WING ZA IN	$ 300.00
Invoice ID: 9131					Invoice Date: 03/10/2016	Due Date: 04/11/2016		
2016	2016	1	No		2016-GRANT 001 -07 -8010-452	001 -200	V467 RESEARCH RE ACTING ZBA C	$ 137.50
							CHECK TOTAL (CHECK #: 14972) =	$ 2,194.05
Vendor: HABIAGUE, IRENE					IRENE HABIAGUE		REMIT ADDRESS	
Invoice ID: ESCROW REFUND					Invoice Date: 04/01/2016	Due Date: 04/11/2016		
2016	2016	1	No		010 -07 -0085-400	010 -230	V493 REFUND- COMPLETION OF PL	$ 357.00
							CHECK TOTAL (CHECK #: 14973) =	$ 357.00
Vendor: KAMAN INDUSTRIAL TECHNOLOGIES					KAMAN INDUSTRIAL TECHNOLOGIES		REMIT ADDRESS	
Invoice ID: C628379					Invoice Date: 03/24/2016	Due Date: 04/11/2016		
2016	2016	1	No		2016-5130- 003 -04 -5130-427	003 -200	V470 2 RADIAL BALL BEARINGS	$ 128.16
							CHECK TOTAL (CHECK #: 14974) =	$ 128.16
Vendor: LOCAL 445 WELFA					LOCAL 445 WELFARE FUND		REMIT ADDRESS	
Invoice ID: APRIL 2016					Invoice Date: 04/01/2016	Due Date: 04/11/2016		
2016	2016	1	No		2016-9060- 003 -08 -9060-801	003 -200	V471 MONTHLY EYE 7 PPL- 12 MO	$ 224.00
							CHECK TOTAL (CHECK #: 14975) =	$ 224.00
Vendor: MASHBURN'S WELDING					MASHBURN'S WELDING		REMIT ADDRESS	
Invoice ID: 3/30/16					Invoice Date: 03/30/2016	Due Date: 04/11/2016		
2016	2016	1	No		2016-5720- 000 -06 -5720-440	000 -200	V504 WELDING REPAIRS AT R'CLI	$ 520.00
							CHECK TOTAL (CHECK #: 14976) =	$ 520.00
Vendor: MUND, JENNIFER					MUND, JENNIFER		REMIT ADDRESS	
Invoice ID: 2016 1ST QTR					Invoice Date: 04/05/2016	Due Date: 04/11/2016		
2016	2016	1	No		000 -01 -1355-447	000 -200	V473 1ST QTR 138 MILES @ $.57	$ 79.35
							CHECK TOTAL (CHECK #: 14977) =	$ 79.35
Vendor: MVP HEALTH CARE					MVP HEALTH CARE INC.		REMIT ADDRESS	
Invoice ID: 2016-03					Invoice Date: 04/05/2016	Due Date: 04/11/2016		
2016	2016	1	No		000 -01 -1220-804	000 -200	V474 HRA ADMIN FEE SD	$ 6.25
2016	2016	2	No		000 -01 -1410-804	000 -200	V474 HRA ADMIN FEE JG	$ 6.25
2016	2016	3	No		000 -01 -1410-804	000 -200	V474 HRA ADMIN FEE JW	$ 6.25
2016	2016	4	No		000 -07 -8810-804	000 -200	V474 HRA ADMIN FEE GS	$ 6.25
2016	2016	5	No		000 -08 -9060-804	000 -200	V474 HRA ADMIN FEE RF	$ 6.25
2016	2016	6	No		003 -08 -9060-802	003 -200	V474 HRA ADMIN FEE AC	$ 6.25
2016	2016	7	No		003 -08 -9060-800	003 -200	V474 HRA ADMIN FEE BH	$ 6.25

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
2016	2016	8	No		003 -08 -9060-800	003 -200	V474 HRA ADMIN FEE MK	$ 6.25
2016	2016	9	No		003 -08 -9060-800	003 -200	V474 HRA ADMIN FEE RL	$ 6.25
2016	2016	10	No		003 -08 -9060-800	003 -200	V474 HRA ADMIN FEE ML	$ 6.25
2016	2016	11	No		003 -08 -9060-800	003 -200	V474 HRA ADMIN FEE RR	$ 6.25
2016	2016	12	No		003 -08 -9060-800	003 -200	V474 HRA ADMIN FEE RS	$ 6.25
2016	2016	13	No		003 -08 -9060-800	003 -200	V474 HRA ADMIN FEE RW	$ 6.25
						INVOICE TOTAL (INVOICE ID: 2016-03) =		$ 81.25
						CHECK TOTAL (CHECK #: 14978) =		$ 81.25

Vendor: McGANN,WILLIAM — McGANN, WILLIAM — REMIT ADDRESS
Invoice ID: 2016 1ST QTR — Invoice Date: 04/05/2016 — Due Date: 04/11/2016

2016	2016	1	No		000 -01 -1355-447	000 -200	V472 1ST QTR 212 MILES @ $.57	$ 121.90
						CHECK TOTAL (CHECK #: 14979) =		$ 121.90

Vendor: NORTHEAST COMP — NORTHEAST COMPUTER SERVICES INC. — REMIT ADDRESS
Invoice ID: 2016328 — Invoice Date: 03/28/2016 — Due Date: 04/11/2016

2016	2016	1	No		000 -01 -1410-200	000 -200	V475 22IN DELL MONITOR P2214H	$ 278.00
						CHECK TOTAL (CHECK #: 14980) =		$ 278.00

Vendor: PLANNERS EAST — PLANNERS EAST INC. — REMIT ADDRESS
Invoice ID: 2015-DEC- — Invoice Date: 12/31/2015 — Due Date: 04/11/2016

2016	2016	1	No		001 -07 -8020-408	001 -200	V477 DEC 2015 11.25HRS @ $112	$ 1,260.00
2016	2016	2	No		001 -07 -8020-499	001 -200	V477 DEC 2015 1HR @ $112/ REV	$ 112.00
						INVOICE TOTAL (INVOICE ID: 2015-DEC-) =		$ 1,372.00

Invoice ID: 2016-FEB-2 — Invoice Date: 02/29/2016 — Due Date: 04/11/2016

2016	2016	1	No		001 -07 -8020-408	001 -200	V476 FEB 6.75HRS @ $112/	$ 756.00
						CHECK TOTAL (CHECK #: 14981) =		$ 2,128.00

Vendor: REARDON BRIGGS — REARDON BRIGGS CO.,INC. — REMIT ADDRESS
Invoice ID: 209677 — Invoice Date: 03/03/2016 — Due Date: 04/11/2016

2016	2016	1	No	2016-5130- 003 -04	-5130-427	003 -200	V478 SCAGG MOWER BELTS CABLES	$ 376.40
						CHECK TOTAL (CHECK #: 14982) =		$ 376.40

Vendor: RED HOOK CARQUE — RED HOOK AUTOMOTIVE SUPPLY — REMIT ADDRESS

Invoice ID: 217417				Invoice Date: 01/07/2016		Due Date: 04/11/2016		
2016	2016	1	No	2016-1630- 000 -01	-1630-410	000 -200	V479 1-7 1 PLOW LIGHT BULB	$ 28.49
Invoice ID: 223283				Invoice Date: 02/03/2016		Due Date: 04/11/2016		
2016	2016	1	No	2016-8810- 000 -07	-8810-410	000 -200	V479 2/3 1 GAL 5W-40 OIL	$ 23.28
Invoice ID: 225830				Invoice Date: 02/16/2016		Due Date: 04/11/2016		
2016	2016	1	No	2016-1630- 000 -01	-1630-410	000 -200	V479 2-16 WINDOW WASHER FLUID	$ 2.24
Invoice ID: 228679				Invoice Date: 03/01/2016		Due Date: 04/11/2016		
2016	2016	1	No	2016-5130- 003 -04	-5130-427	003 -200	V480 3-1 BELTS FOR TAMPER & R	$ 34.39
Invoice ID: 228687				Invoice Date: 03/01/2016		Due Date: 04/11/2016		
2016	2016	1	No	2016-5130- 003 -04	-5130-427	003 -200	V480 3-1 SPARK PLUGS AND AIR	$ 35.14
Invoice ID: 228700				Invoice Date: 03/01/2016		Due Date: 04/11/2016		
2016	2016	1	No	2016-5130- 003 -04	-5142-414	003 -200	V480 3-1 5 QTS 30 MOTOR OIL	$ 11.45
Invoice ID: 229856				Invoice Date: 03/07/2016		Due Date: 04/11/2016		
2016	2016	1	No	2016-5132- 000 -04	-5132-410	000 -200	V480 3-7 2 LIGHTS FOR SHOP	$ 13.98
2016	2016	2	No	2016-5132- 003 -04	-5130-427	003 -200	V480 3-7 GROMMET & BRACKET-CA	$ 71.14
						INVOICE TOTAL (INVOICE ID: 229856) =		$ 85.12
Invoice ID: 230622				Invoice Date: 03/10/2016		Due Date: 04/11/2016		
2016	2016	1	No	2016-5130- 003 -04	-5130-427	003 -200	V480 3-10 UNIVERSAL LIFT SUPP	$ 37.78
Invoice ID: 230623				Invoice Date: 03/10/2016		Due Date: 04/11/2016		
2016	2016	1	No	2016-5132- 000 -04	-5132-410	000 -200	V480 3-10 MISC LIGHT BULBS	$ 62.36
Invoice ID: 233635				Invoice Date: 03/24/2016		Due Date: 04/11/2016		

TOWN OF RHINEBECK
PRELIMINARY ABSTRACT 4 V448-V506 44 CHECKS DUE 4-11-16
Executed By: sday

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
2016	2016 1		No	2016-5130- 003 -04 -5130-427		003 -200	V480 3-24 SPARK PLUG	$ 7.92
Invoice ID: 233637				Invoice Date: 03/24/2016	Due Date: 04/11/2016			
2016	2016 1		No	003 -04 -5130-427		003 -200	V480 3-24 1 LOCTITE SLEEVE	$ 31.99
Invoice ID: 233640				Invoice Date: 03/24/2016	Due Date: 04/11/2016			
2016	2016 1		No	2016-5130- 003 -04 -5130-427		003 -200	V480 3-24 4 WEDGE BELTS	$ 151.16
Invoice ID: 233642				Invoice Date: 03/24/2016	Due Date: 04/11/2016			
2016	2016 1		No	003 -04 -5130-427		003 -200	V480 3-24 FREIGHT	$ 9.00
							CHECK TOTAL (CHECK #: 14983) =	$ 520.32

Vendor: RHINEBECK FORD — RHINEBECK FORD, INC. — REMIT ADDRESS

Invoice ID: 79438				Invoice Date: 03/21/2016	Due Date: 04/11/2016			
2016	2016 1		No	2016-5130- 003 -04 -5130-427		003 -200	V481 FUEL PIPE ASSEMBLY FOR #	$ 62.06
							CHECK TOTAL (CHECK #: 14984) =	$ 62.06

Vendor: RHINEBECK WATER — RHINEBECK WATER DEPARTMENT — REMIT ADDRESS

Invoice ID: 99865				Invoice Date: 04/01/2016	Due Date: 04/11/2016			
2016	2016 1		No	000 -01 -1620-432		000 -200	V482 1/15-3/15/16 7879 GAL	$ 126.00
							CHECK TOTAL (CHECK #: 14985) =	$ 126.00

Vendor: RUSSELL, KIM — RUSSELL, KIM — REMIT ADDRESS

Invoice ID: 4/6/16				Invoice Date: 04/06/2016	Due Date: 04/11/2016			
2016	2016 1		No	000 -01 -1220-447		000 -200	V483 31 NYS RETIRE SEMIN DUT	$ 17.83
							CHECK TOTAL (CHECK #: 14986) =	$ 17.83

Vendor: STAPLES — STAPLES CREDIT PLAN — REMIT ADDRESS

Invoice ID: 1508934431				Invoice Date: 02/12/2016	Due Date: 04/11/2016			
2016	2016 1		No	2016-5010- 000 -04 -5132-410		000 -200	V484 2/12 BOUNTY	$ 16.55
Invoice ID: 1508953181				Invoice Date: 02/12/2016	Due Date: 04/11/2016			
2016	2016 1		No	2016-5010- 000 -04 -5010-410		000 -200	V484 2/12 WHITE OUT, STORAGE	$ 11.83
2016	2016 2		No	2016-5010- 000 -04 -5132-410		000 -200	V484 2/12 TP, TOILET CLEANER,	$ 13.94
							INVOICE TOTAL (INVOICE ID: 1508953181) =	$ 25.77
Invoice ID: 1509001601				Invoice Date: 02/12/2016	Due Date: 04/11/2016			
2016	2016 1		No	000 -04 -5010-410		000 -200	V484 2/12 PAPER	$ 14.79
Invoice ID: 1523942411				Invoice Date: 03/03/2016	Due Date: 04/11/2016			
2016	2016 1		No	000 -04 -5010-410		000 -200	V484 CR 3/3 PAPER	$ 14.79-
Invoice ID: 1527349821				Invoice Date: 03/09/2016	Due Date: 04/11/2016			
2016	2016 1		No	2016-5010- 000 -04 -5010-410		000 -200	V484 3/9 GRAPH PAPER	$ 8.26
							CHECK TOTAL (CHECK #: 14987) =	$ 50.58

Vendor: SUPERIOR SANITA — SUPERIOR SANITATION INC. — REMIT ADDRESS

Invoice ID: 28892				Invoice Date: 04/01/2016	Due Date: 04/11/2016			
2016	2016 1		No	2016-MAIN- 000 -06 -5720-473		000 -200	V485 APRIL PORTA POTTY	$ 141.66
2016	2016 2		No	2016-MAIN- 000 -06 -7140-473		000 -200	V485 APRIL PORTA POTTY	$ 91.67
2016	2016 3		No	2016-MAIN- 000 -06 -7140-473		000 -200	V485 APRIL PORTA POTTY	$ 91.67
							INVOICE TOTAL (INVOICE ID: 28892) =	$ 325.00
							CHECK TOTAL (CHECK #: 14988) =	$ 325.00

Vendor: SUPREME FOREST PRODUCTS,INC. — SUPREME FOREST PRODUCTS,INC. — REMIT ADDRESS

Invoice ID: 22173				Invoice Date: 03/22/2016	Due Date: 04/11/2016			
2016	2016 1		No	2016-7140- 000 -06 -7140-440		000 -200	V486 3/22/16 SAFETY CHIPS-65	$ 2,085.00
							CHECK TOTAL (CHECK #: 14989) =	$ 2,085.00

Vendor: THOMSON WEST — THOMSON WEST — REMIT ADDRESS

Invoice ID: 833284193 — Invoice Date: 02/03/2016 — Due Date: 04/11/2016

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
2016	2016	1	No		000 -01 -1355-410	000 -200	V487 NY LAW BOOKS49A(1-425)20	$ 275.00
							CHECK TOTAL (CHECK #: 14990) =	$ 275.00

Vendor: VERIZON WIRELES — VERIZON WIRELESS — REMIT ADDRESS
Invoice ID: 9762882571 — Invoice Date: 03/28/2016 — Due Date: 04/11/2016

2016	2016	1	No	000 -01 -1630-454	000 -200	V488 3/29-4/28/16	$ 36.03
2016	2016	2	No	000 -06 -7180-430	000 -200	V488 3/29-4/28/16	$ 44.46
2016	2016	3	No	001 -02 -3620-455	001 -200	V488 3/29-4/28/16	$ 36.03
2016	2016	4	No	001 -02 -3620-451	001 -200	V488 3/29-4/28/16	$ 40.01
2016	2016	5	No	001 -07 -8010-451	001 -200	V488 3/29-4/28/16	$ 40.01
2016	2016	6	No	003 -08 -9089-802	003 -200	V488 3/29-4/28/16	$ 54.69
						INVOICE TOTAL (INVOICE ID: 9762882571) =	$ 251.23
						CHECK TOTAL (CHECK #: 14991) =	$ 251.23

Vendor: VILLAGE OF RHIN — VILLAGE OF RHINEBECK — REMIT ADDRESS
Invoice ID: MARCH 2016 — Invoice Date: 04/05/2016 — Due Date: 04/11/2016

2016	2016	1	No	000 -01 -1110-421	000 -200	V489 MARCH'16 9 HOURS COURT	$ 360.00
2016	2016	2	No	000 -01 -1110-421	000 -200	V489 MARCH'16 3 HOURS COURT V	$ 120.00
2016	2016	3	No	001 -02 -3120-420	001 -200	V489 MARCH'16 92 HOURS PATROL	$ 4,600.00
2016	2016	4	No	001 -02 -3120-422	001 -200	V489 MARCH'16 582 MILES	$ 325.92
						INVOICE TOTAL (INVOICE ID: MARCH 2016) =	$ 5,405.92
						CHECK TOTAL (CHECK #: 14992) =	$ 5,405.92

Vendor: WILLIAMS LUMBER — WILLIAMS LUMBER & HOME CENTER — REMIT ADDRESS

Invoice ID: 459120/1				Invoice Date: 03/04/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-5720- 000 -06 -5720-440	000 -200	V490 3/4 -CASTERS FOR WALKBRI	$ 124.11
Invoice ID: 459132/1				Invoice Date: 03/02/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-1620- 000 -01 -1620-410	000 -200	V490 3/2-KEYS-BLDG OFFICE	$ 5.37
Invoice ID: 459148/1				Invoice Date: 03/02/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-8810- 000 -07 -8810-427	000 -200	V490 3/2 4 2X10X10' DOUG FIR	$ 48.59
Invoice ID: 460669/1				Invoice Date: 03/03/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-MAIN- 000 -06 -5720-440	000 -200	V490 3/3-DOCK-MATLS-NEW FLOAT	$ 25.10
2016	2016	2	No	2016-MAIN- 000 -06 -5720-440	000 -200	V490 3/3 -DOCK-MATLS-NEW FLOA	$ 48.73
						INVOICE TOTAL (INVOICE ID: 460669/1) =	$ 73.83
Invoice ID: 461592/1				Invoice Date: 03/03/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-MAIN- 000 -06 -7180-410	000 -200	V490 3/3-POOL-PLUMBING REPAIR	$ 12.08
Invoice ID: 471224/1				Invoice Date: 03/10/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-MAIN- 000 -06 -7180-440	000 -200	V490 3/10 -POOL REPAIR PARTS	$ 8.39
2016	2016	2	No	2016-MAIN- 000 -02 -3510-440	000 -200	V490 3/10-SEWER PIPE FITTING-	$ 2.48
						INVOICE TOTAL (INVOICE ID: 471224/1) =	$ 10.87
Invoice ID: 482555/1				Invoice Date: 03/16/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-7180- 000 -06 -7180-440	000 -200	V490 3/16-SOLDER FOR PLUMBING	$ 25.49
2016	2016	2	No	2016-7180- 000 -06 -7180-440	000 -200	V490 3/16 -GAS CYLINDER-PLUMB	$ 9.95
2016	2016	3	No	2016-7180- 000 -06 -7180-440	000 -200	V490 3/16-HARDWARE-PLUMBING R	$ 23.92
						INVOICE TOTAL (INVOICE ID: 482555/1) =	$ 59.36
Invoice ID: 483991/1				Invoice Date: 03/17/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-7180- 000 -06 -7180-440	000 -200	V490 3/17-PART TO REPAIR FOUN	$ 3.51
Invoice ID: 484449/1				Invoice Date: 03/17/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-7180- 000 -06 -7180-440	000 -200	V490 3/17-PARTS TO REPAIR SIN	$ 7.38
Invoice ID: 505901/1				Invoice Date: 03/29/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-MAIN- 000 -06 -7140-440	000 -200	V490 3/29-PLYGRND-WATER SYSTE	$ 4.46
2016	2016	2	No	2016-MAIN- 000 -01 -1620-410	000 -200	V490 3/29-TH-INSECT TXT-B&Z O	$ 6.10
						INVOICE TOTAL (INVOICE ID: 505901/1) =	$ 10.56
Invoice ID: 507288/1				Invoice Date: 03/30/2016	Due Date: 04/11/2016		

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
2016	2016	1	No	2016-MAIN-	000 -06 -7140-440	000 -200	V490 3/30-PLYGRND-FNTN REPAIR	$ 5.12
2016	2016	2	No	2016-MAIN-	000 -06 -5720-440	000 -200	V490 3/30-DOCK- HRDWR FOR CAS	$ 64.81
						INVOICE TOTAL (INVOICE ID: 507288/1) =		$ 69.93
Invoice ID: 678343/1					Invoice Date: 03/02/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-8810-	000 -07 -8810-410	000 -200	V490 3-2 HACKSAW & BLADES & I	$ 34.45
Invoice ID: 678927/1					Invoice Date: 03/07/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-8810-	000 -07 -8810-427	000 -200	V490 3-7 8 HEX NUTS & 8 BOLTS	$ 16.96
Invoice ID: 681323/1					Invoice Date: 03/24/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-8810-	000 -07 -8810-410	000 -200	V490 3-24 1 BOX GLOVES, FAN,2	$ 52.13
2016	2016	2	No	2016-8810-	000 -07 -8810-427	000 -200	V490 3-24 10 6.4OZ OIL, 2 VAL	$ 46.67
						INVOICE TOTAL (INVOICE ID: 681323/1) =		$ 98.80
Invoice ID: N79451/1					Invoice Date: 04/07/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-8810-	000 -07 -8810-427	000 -200	V490 3-2 8 HEX NUTS & 8 CARRI	$ 16.96
Invoice ID: N80281/1					Invoice Date: 03/16/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-8810-	000 -07 -8810-410	000 -200	V490 3-16 1 TARP & 3 BOXES 55	$ 42.26
							CHECK TOTAL (CHECK #: 14993) =	$ 635.02

Vendor: YAMASHITA, KERRI KERRI L. YAMASHITA REMIT ADDRESS

Invoice ID: JAN 2016					Invoice Date: 04/02/2016	Due Date: 04/11/2016		
2016	2016	1	No		000 -01 -1420-460	000 -200	V491 JAN 2016 V&T 2.8 HRS	$ 280.00
							CHECK TOTAL (CHECK #: 14994) =	$ 280.00
							TOTAL CHECKS =	$ 68,166.88
							TOTAL BANK (TRUST AGENCY FD) =	$ 68,166.88

Bank: TRUST AGENCY MM TRUST AGENCY MM

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Vendor: PLANNERS EAST PLANNERS EAST INC. REMIT ADDRESS

Invoice ID: 2016-FEB-1					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-PE-FE	010 -07 -0085-400	010 -230	V494 BATTERSHALL-KANE FEB .62	$ 82.50
Invoice ID: 2016-FEB-10					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-PE-FE	010 -07 -0085-400	010 -230	V498 PARKER BORDEN-HILL FEB 1	$ 165.00
Invoice ID: 2016-FEB-2B					Invoice Date: 03/24/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-PE-FE	010 -07 -0085-400	010 -230	V496 MENSCH GRASMERE FEB .5HR	$ 66.00
Invoice ID: 2016-FEB-3					Invoice Date: 03/24/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-PE-FE	010 -07 -0085-400	010 -230	V495 JAPPEN-HINRICHSEN FEB .7	$ 99.00
Invoice ID: 2016-FEB-4					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-PE-FE	010 -07 -0085-400	010 -230	V ONE KERR RD FEB 1.375HRS @	$ 181.50
Invoice ID: 2016-FEB-5					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-PE-FE	010 -07 -0085-400	010 -230	V499 NOEL RASKIN FEB 1.125HRS	$ 148.50
Invoice ID: 2016-FEB-6					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-PE-FE	010 -07 -0085-400	010 -230	V500 RUGE'S CHRYSLER FEB 1HR	$ 132.00
Invoice ID: 2016-FEB-7					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-PE-FE	010 -07 -0085-400	010 -230	V501 ANDREW SOLOMON FEB 1.625	$ 214.50
Invoice ID: 2016-FEB-8					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-PE-FE	010 -07 -0085-400	010 -230	V502 WHEELOCK WHITNEY FEB 1HR	$ 132.00
Invoice ID: 2016-FEB-9					Invoice Date: 02/29/2016	Due Date: 04/11/2016		
2016	2016	1	No	2016-PE-FE	010 -07 -0085-400	010 -230	V503 WOLZIEN FEB 1.625HRS @ $	$ 214.50
							CHECK TOTAL (CHECK #: 14995) =	$ 1,435.50
							TOTAL CHECKS =	$ 1,435.50

TOWN OF RHINEBECK
PRELIMINARY ABSTRACT 4 V448-V506 44 CHECKS DUE 4-11-16
Executed By: sday

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

TOTAL BANK (TRUST AGENCY MM) = $ 1,435.50

TOTAL PAYMENTS = $ 69,602.38

TOWN OF RHINEBECK

RESOLUTION NO. 2016094

CAPITAL PROJECT ABSTRACT, 2 CHECKS FOR $2,079.91

WHEREAS, the Town Bookkeeper has submitted the attached Capital Project Abstract, 2 Checks for $2,079.91, 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 $2,079.91, is approved for payment.

PRELIMINARY CAPITAL PROJECT ABSTRACT FOR 4-11-2016 2 Checks

Bank Account M&T15004204347155

ABSTRACT #	VOUCHER #	Vendor Name	Voucher Amount	H62 FUND #078 Rhineson TTSM Park	H78 FUND #094 Cemetery Improvements	Total of Funds
						$ -
3	4	Spinnenweber PFV	$ 79.91	$ 79.91		$ 79.91
						$ -
2	3	Kinkara-Kart	$ 2,000.00		$ 2,000.00	$ 2,000.00
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ 2,079.91
Total Capital Project Abstracts for April 11, 2016 meeting			$ 2,079.91	$ 79.91	$ 2,000.00	$ 2,079.91

TOWN OF RHINEBECK

RESOLUTION NO. 2016095

BUDGET TRANSFERS AND AMENDMENTS

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

GENERAL FUND			
TOWN CLERK			
Contingency	000-01-1990-400	-	$ 248.00
Equipment	000-01-1410-200	+	$ 248.00
CONTROL OF DOGS			
Supplies	000-02-3510-410	-	$ 2.48
Kennel Repairs	000-02-3510-440	+	$ 2.48
LANDFILL			
Contingency	000-01-1990-400	-	$ 416.00
Supplies	000-07-8160-410	+	$ 416.00

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. 2016096

APPOINTMENT TO RECREATION COMMITTEE

WHEREAS, there is a vacant seat on the Town Recreation Committee with a 3-year term expiring on December 31, 2018; and

WHEREAS, the Recreation Committee has recommended the appointment of Leslie Hill for the vacancy; now, therefore, be it

RESOLVED, that Leslie Hill is hereby appointed to the Recreation Committee for a 3-year term ending December 31, 2018.

TOWN OF RHINEBECK

RESOLUTION NO. 2016097

REQUEST FOR PROPOSAL FOR EXECUTION OF A PORTION OF THE FROST FAMILY TRAIL AT THE THOMAS THOMPSON-SALLY MAZZARELLA COMMUNITY PARK

WHEREAS, the Town requires construction services for a Portion of the Frost Family Trail at the Thomas Thompson-Sally Mazzarella Community ("Park"); and

WHEREAS, the Park Committee has submitted the attached draft Request for Proposal ("RFP") for the construction services; now, therefore, be it

RESOLVED, that the attached RFP is approved, and the Town Clerk is directed to publish notice of the same.

Request for Estimates for the Execution of a Portion of the Frost Family Trail at the Thomas Thompson-Sally Mazzarella Community Park

The Town of Rhinebeck requests Construction Cost Estimates for the following work to be performed for construction of a Portion of the Frost Family Trail at the Thomas Thompson-Sally Mazzarella Community Park:

1. The cutting and clearing of brush and branches, cutting and removal of dead and fallen trees and any debris along an area starting at the Park's northern property line on Rhinecliff Road extending to the first hedgerow; an area approximately 925 feet long and 18 feet wide. The work will include chipping of all brush and trees and spreading the chips along the area to be cleaned.

2. In this location an 8 inch deep by 6 foot wide trench will be dug to accommodate a 925 foot long trail. The subgrade is to be compacted, and Mirafi 500X geo textile fabric or approved equivalent is to be installed along the base and up each side of the trail. Apply 5 inches of Item 4 gravel and top with 3 inches of stone dust, then compact, to complete the construction of the trail.

3. The same work shall be performed for a trail approximately 190 feet long, parallel to the above mentioned hedgerow.

The following work shall also be executed according to the same trail construction specifications mentioned above:

4. A trail from the hedgerow northward approximately 160 feet to the trail kiosk.

5. The area underneath the existing trail kiosk, measuring 8 x 13.5 feet.

6. A 10 foot wide x 55 foot long pathway leading from the parking lot to the trail kiosk.

7. All soil and fill produced by the excavation of the trails shall be transferred to a contiguous area of the Great Lawn.

8. Prevailing wage schedule will apply

9. A non-collusion statement must accompany all bids.

10. Work to be completed Spring 2016.

11. A site visit is scheduled for Monday, April 18, 2016 11:00 am at the site.

12. Sealed bids are to be returned to the Rhinebeck Town Clerk's Office 80 E. Market Street Rhinebeck. NY 12572 on or before April 29, 2016 at 12 noon. The exterior of the envelope must clearly be marked 'bid proposal'.

. The Town reserves the right to reject any/all bids.

Questions can be e-mailed to: town.deputyclerk@rhinebeck-ny.gov

TOWN OF RHINEBECK

RESOLUTION NO. 2016098

APPOINTMENTS TO THE BOARD OF ASSESSMENT REVIEW

WHEREAS, there is a vacancy on the Board of Assessment Review for an unexpired term ending on September 30, 2016; and

WHEREAS, there is a vacancy on the Board of Assessment Review for an unexpired term ending on September 30, 2020; and

WHEREAS, the Town Board has interviewed Lisa Rosenthal and Teresa Vilardi to fill the vacancies; now, therefore, be it

RESOLVED, that Lisa Rosenthal is appointed to the Board of Assessment Review to fill the unexpired term ending on September 30, 2016; and, be it further

RESOLVED, that Teresa Vilardi is appointed to the Board of Assessment Review to fill the unexpired term ending on September 30, 2020.

TOWN OF RHINEBECK

RESOLUTION NO. 2016099

TOWN HALL USE APPLICATION

WHEREAS, the Town Clerk's Office has received the attached application from Alison Berry for the Giving Box for a benefit sale to be held in Town Hall on July 16, 2016, from 10 am to 4 pm; now, therefore, be it

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

TOWN OF RHINEBECK TOWN HALL USAGE APPLICATION

Application date 4/5/16

. 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 Alison Berry (for The Giving Box)

ADDRESS 29 Triebel Rd Red Hook NY 12571

PHONE NUMBER 845-505-8078 EMAIL flipflopgrl1@yahoo.com

Name of event Christmas in July

Date of event 7/16/16 from 10 to 4

Description of Event Vendor fair & toy + food drive to benefit The Giving Box and help us prepare for the upcoming holiday season.

Will there be amplified sound? NO

Approximate number of attendee's expected unsure.

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
Alison M Berry 4/5/16

* Alternate contact
Michelle Gerace-Hague
518-366-3393
(president)

TOWN OF RHINEBECK

RESOLUTION NO. 2016100

PURCHASE OF CEMETERY MOWER

WHEREAS, the Town Cemetery Department requires a new mower and has provided the Board with the attached list of vendors, mowers and prices:

Vendor	**Model**	**Price**
Conway's	Toro Pro Z-master 2000 Series	$5,599.44
Conway's	Toro Z Master 3000	$6,719.04
John Deere	Gravely PT48	$5,735.20
John Deere	Gravely PT148	$6,495.20
John Deere	Kawasaki PT148	$6,927.20

; and

WHEREAS, the Cemetery Department has indicated that it favors the Toro Z Master 3000 because it has a grease fitting; now, therefore, be it

RESOLVED, that the Cemetery Department is authorized to purchase the Toro Z Master 3000 mower from Conway's for $6,719.04.

CONWAYS LAWN & POWER INC.
7235 SOUTH BROADWAY, ROUTE 9
RED HOOK, NY 12571
Phone: 845-758-8134
Fax: 845-758-0171
Website: www.conwaysusa.com
Email: sales@conwaysusa.com

Quotation

Generated on 12/10/2015 9:35:16 AM

Bill To:

TOWN OF RHINEBECK
80 EAST MARKET ST.
RHINEBECK, NY 12572-

Ship To:

TOWN OF RHINEBECK
80 EAST MARKET ST.
RHINEBECK, NY 12572-
Phone: 845-876-3961

Part	Description	Qty	Price	Disc	Subtotal	Tax	Total
TOR 74141	Toro Pro Z-master 20.5hp 48" 2000 Series	1.00	7777.00	2177.56	5599.44	0.00	5599.44

Subtotal:	**$5,599.44**
Tax:	**$0.00**
Misc Charges:	$0.00
Misc Tax:	$0.00
Handling:	$0.00
Total:	**$5,599.44**

This quote is good for 30 days.

Conway

CONWAYS LAWN & POWER INC.
7235 SOUTH BROADWAY, ROUTE 9
RED HOOK, NY 12571
Phone: 845-758-8134
Fax: 845-758-0171
Website: www.conwaysusa.com
Email: sales@conwaysusa.com

Quotation

Generated on 12/10/2015 9:36:31 AM

Bill To:

TOWN OF RHINEBECK
80 EAST MARKET ST.
RHINEBECK, NY 12572-

Ship To:

TOWN OF RHINEBECK
80 EAST MARKET ST.
RHINEBECK, NY 12572-
Phone: 845-876-3961

Part	Description	Qty	Price	Disc	Subtotal	Tax	Total
TOR 74952	TORO Z MASTER 3000...20.5 HP, 48 INCH	1.00	9332.00	2612.96	6719.04	0.00	6719.04

Subtotal:	$6,719.04
Tax:	$0.00
Misc Charges:	$0.00
Misc Tax:	$0.00
Handling:	$0.00
Total:	$6,719.04

[redacted].

This is the one i like because it has grease fitting on it.

Garry

JOHN DEERE

Selling Equipment

Quote Id: 13052340 **Customer:** TOWN OF RHINEBECK CEMETERY

GRAVELY PT48

Hours: 0
Stock Number:

Code	Description	Qty	Unit	Selling Price $ 5,735.20 Extended
991209	PT48 ZERO TURN MOWER	1	$ 7,049.00	$ 7,049.00
	Other Charges			
	EnviroCrate	1	$ 20.00	$ 20.00
	Setup	1	$ 100.00	$ 100.00
	Other Charges Total			**$ 120.00**
	Suggested Price			**$ 7,169.00**
	Customer Discounts			
	Customer Discounts Total		**$ -1,433.80**	**$ -1,433.80**
Total Selling Price				$ 5,735.20

GRAVELY PT148

Hours: 0
Stock Number:

Code	Description	Qty	Unit	Selling Price $ 6,495.20 Extended
991122	PT148-KOHLER ZERO TURN MOWER	1	$ 7,999.00	$ 7,999.00
	Other Charges			
	EnviroCrate	1	$ 20.00	$ 20.00
	Setup	1	$ 100.00	$ 100.00
	Other Charges Total			**$ 120.00**
	Suggested Price			**$ 8,119.00**
	Customer Discounts			
	Customer Discounts Total		**$ -1,623.80**	**$ -1,623.80**
Total Selling Price				$ 6,495.20

GRAVELY PT148

JOHN DEERE

Selling Equipment

Quote Id: 13052340 **Customer:** TOWN OF RHINEBECK CEMETERY

Hours: 0
Stock Number:

Code	Description	Qty	Unit	Selling Price $ 6,927.20 Extended
991119	PT148 KAWASAKI ZERO TURN MOWER	1	$ 8,539.00	$ 8,539.00
	Other Charges			
	EnviroCrate	1	$ 20.00	$ 20.00
	Setup	1	$ 100.00	$ 100.00
	Other Charges Total			**$ 120.00**
	Suggested Price			**$ 8,659.00**
	Customer Discounts			
	Customer Discounts Total		**$ -1,731.80**	**$ -1,731.80**
Total Selling Price				$ 6,927.20

TOWN OF RHINEBECK

RESOLUTION NO. 2016101

RECREATION AQUA ZUMBA PROGRAM

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

Event/Program	Day & Time	Date(s)	Place	Cost to Participant	Staffing & Fee
Aqua Zumba Class	Mondays & Fridays 6-7 pm	Beginning July 11, 2016 for the 2016 Pool season	Pool	$7/class	Kathy Gardiner Receives 65% of gross

, now, therefore, be it

RESOLVED, that the above program is approved.

TOWN OF RHINEBECK

RESOLUTION NO. 2016102

RECREATION PARK CONCESSION STAND CONTRACT

WHEREAS, Evan Connolly operated the Recreation Park concession stand for the 2015 Summer season pursuant to a contact in substantially the same form as that attached; and

WHEREAS, the Recreation Department has arranged for Mr. Connolly to operate the Recreation Park concession stand again for the 2016 Summer season; now, therefore, be it

RESOLVED, that the Board approves the engagement of Evan Connolly to operate the Recreation Park concession stand for the 2016 Summer season for a rental fee of $200, under the condition that he obtains an appropriate insurance certificate and a Board of Health inspection certificate; and, be it further

RESOLVED, that the Supervisor is authorized to execute a contract with Mr. Connolly in substantially the same form as that attached.

TOWN OF RHINEBECK RECREATION PARK
CONCESSION STAND LICENSE AGREEMENT

THIS AGREEMENT made this ____ day of June, 2015 by and between the **TOWN OF RHINEBECK**, a municipal corporation, having its principal offices at the Town Hall, 80 East Main Street, Rhinebeck, New York 12572, ("LICENSOR") and **EVAN CONNOLLY, d/b/a RHINEBECK SNACK SHACK**, having its principal offices at One Traver Lane, Rhinebeck, New York 12572 ("LICENSEE")

W I T N E S S E T H:

WHEREAS, LICENSOR is the owner of a public park known as the Thomas Thompson – Sally Mazzarella Recreation Park, Rhinebeck, New York; and

WHEREAS, LICENSOR desires to make a food concession available to the public using this park; and

WHEREAS, LICENSEE desires to operate and manage the aforesaid food concession; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereafter set forth, the parties agree as follows:

1. LICENSOR hereby grants to LICENSEE and LICENSEE hereby accepts from the LICENSOR a License to manage and operate for a period herein stated and subject to all the terms and conditions herein contained, the following described License for the privilege of operating a food concession at the Thomas Thompson - Sally Mazzarella Recreation Park, Rhinebeck, New York. It is understood and agreed between the parties that this agreement is intended to only be a License to utilize the above-described premises and no part thereof shall be interpreted as being any form of lease agreement.

2. Said food concession shall include and be limited to the privilege of furnishing basic food service and the sale of sundry items providing, however, that such sale does not violate any other state or local statute, rule, or regulation, and all food sold shall be of good quality. It is expected that the LICENSEE will offer a variety of food and non-alcoholic beverage items,

including but not limited to hot dogs, pizza, salads, yogurt, soft drinks, ice cream, candy, and healthful snacks. Annexed hereto, as **Appendix "A"** is a proposed menu and listing of items for sale by the LICENSEE. The LICENSEE hereby agrees to offer a menu of food items the same or substantially the same to the menu attached as Appendix "A" and to maintain a menu of food items at reasonable prices affordable by the general public. The LICENSEE shall not be permitted to sell beverages in bottles or cans but must use paper cups (no styrofoam cups shall be permitted).

3. The term of this License shall commence upon the execution of this agreement with the understanding that the Concession Stand will be open for operation commencing June ____, 2015 through and including September 1, 2015. This License shall terminate for the purpose of selling any products to the general public at 6:00 p.m. on September 1, 2015, unless sooner terminated as herein provided, or unless the LICENSOR by five (5) days notice in writing shall terminate the License, when and if, in its sole judgment, is deemed that such termination is necessary by operation of law, or pursuant to the terms of this agreement, or deemed that the License premises is required for another Town purpose or purposes.

4. LICENSEE agrees to operate the concession for the accommodation of the public using the public park, during the following specified hours during the 2015 season commencing June ____, 2015 through June 22, 2015 on weekends only between the hours of 1:00 p.m. and 6:00 p.m. and daily thereafter commencing June 22, 2009 through September 1, 2015 (full week and day) between the hours of 9:00 a.m. and 6:00 p.m..

5. LICENSEE shall pay the LICENSOR, as compensation for the privilege, granted pursuant to this License Agreement, of operating the concession at the Thomas Thompson - Sally Mazzarella Recreation Park in the amount of $1.00 for the 2015 season. The LICENSEE shall pay the full amount upon execution of this License. The LICENSOR has set the fee at $1.00 in due recognition of the fact that the operation of a concession stand at the Park will result in a public benefit for the community and the users of the Park and that, in the past, concessionaires have had a difficult time in operating the concession at a profit.

6. The LICENSEE shall have exclusive right to operate the concession stand at the Thompson-Mazzarella Community Park Pool. The Town will not permit other vendors of food and beverage to operate at said park pool during the term of this concession stand License. At all home meets, the swim team may sell any food item not explicitly listed on the menu attached at Appendix A. Updates to the Concession Menu not included as appendix A will not be a part of this exclusion. LICENSEE may post approved advertising promoting catering services for events planned at the Community Park Pool and may arrange such services. Individuals and groups may bring in food and non alcoholic-beverage for their own consumption.

7. The LICENSOR will provide suitable space and equipment at the Recreation Park for use as a concession stand. The LICENSEE must supply a listing including electrical rating on any equipment that will be used beyond that provided by the Town. The LICENSEE may install such additional equipment as they deem necessary for the proper operation of this License and shall make full payment for the same and shall maintain all equipment, fixed and expendable, in good order and repair at LICENSEE's sole cost and expense during the term of

this License, subject to prior written notice and approval by LICENSOR which shall not be unreasonably withheld and inspection and approval by LICENSOR. It is further agreed that LICENSEE will, within ten (10) days, discharge any and all mechanics liens filed against the premises herein above described which may be filed relative to LICENSEE's operations thereon. Any equipment to be used by the LICENSEE must by UL approved. The LICENSOR will be responsible for repairing and/or replacing equipment, which may be owned by the LICENSOR. A list of items installed and their respective owner's is provided in Appendix B'

8. The LICENSOR will provide a refuse dumpster and receptacles. The LICENSOR will be responsible for dumping the receptacles at the end of the day or sooner as needed upon reasonable notice. The LICENSEE shall maintain the concession stand, the adjacent eating areas policed throughout the day.

9. Title to all equipment existing as of the date hereof, at the licensed premises, shall be and remain in the LICENSOR. LICENSEE shall make use of any and all such equipment during the term of the License, and further acknowledge that they accept such equipment in "as is" condition as of the date of this Agreement. LICENSEE shall return it to LICENSOR in good working order, reasonable wear and tear excepted, at the end of this License as provided herein. Title to all equipment provided by LICENSEE, shall remain in LICENSEE and such equipment shall be removed by LICENSEE at the termination of this License. Should any such property remain on the License premises after the expiration or termination of the License Agreement, the LICENSOR may deal with such as though it had been abandoned and charge all costs and expenses incurred in the removal thereof to LICENSEE. It is agreed that any and all damage caused by the removal of such items or equipment to be repaired by the LICENSEE at its own cost and expense.

10. LICENSEE's obligation to observe and perform all the terms, covenants and conditions of this License Agreement shall survive the expiration or the termination thereof.

11. LICENSEE shall not remove any property currently located on the premises, without prior written approval of the LICENSOR.

12. LICENSEE shall procure at LICENSEE own cost and expense all permits and licenses necessary for the legal operation of this License.

13. LICENSEE shall not sell, mortgage, rent, assign, or parcel out the License hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the premises, building or spaces, covered by this License for any purpose whatsoever without first obtaining the written consent of the LICENSOR, nor shall the License be transferred by operation of law, it being the purpose and spirit of this instrument to grant this License and privilege personally and solely to the LICENSEE herein named.

14. LICENSEE agrees not to employ callers, criers, or use signs or any other means of soliciting business, without the approval of the LICENSOR, and not to advertise said License in any manner or form on or about the premises licensed to it, without such approval.

15. LICENSEE agrees that should any building or structure upon the premises included in this License be damaged by fire, or any other cause whatsoever, so as to prevent the operation of this License to the satisfaction of the LICENSOR, then the LICENSOR, at its option, may, on notice in writing to the LICENSEE cancel and terminate the License, and all rights and privileges hereunder shall cease.

16. LICENSEE shall not use or permit the storage of any illuminating oils, turpentine, benzene, naphtha or similar substances or explosives of any kind or any substance or thing prohibited in the standard policies of fire insurance companies in the State of New York.

17. LICENSEE shall keep all spaces and/or buildings licensed to him and the surrounding area clean and neat at all times including the fumigating, disinfecting and deodorizing of same and all the refuse shall be kept in closed containers.

18. LICENSEE agrees that at all times free access will be given to representatives of LICENSOR, the Department of Health and other state and federal or municipal officials having jurisdiction for inspection purposes. LICENSEE further agrees that if notified by LICENSOR, or its representative that any part of the licensed premises or the facilities thereof is unsatisfactory, LICENSEE will remedy the same at once.

19. LICENSEE assumes all risk in the operation of this License and agrees to comply with all federal, state and local laws and regulations and orders the LICENSOR affecting the licensed premises in regard to all matters.

20. LICENSEE expressly agrees to hold LICENSOR, its agents, officers and employees harmless from any and all claims for loss, damage or injury to person or property whatever kind or nature arising from the operation of this License, or from the negligence or carelessness of employees of LICENSEE and LICENSEE expressly agrees to indemnify LICENSOR, its agents, officers, and employees of any recoveries against them, individually and/or jointly, arising from same.

21. If, at any time, any of said policies shall be or become unsatisfactory to the LICENSOR as to form or substance or if a company issuing such policies shall become unsatisfactory to LICENSOR, LICENSEE shall promptly obtain a new policy, submit the same to LICENSOR for approval and submit certificate thereof as hereinabove provided. Upon failure of LICENSEE to furnish, deliver and maintain such insurance as failure of LICENSEE to furnish, deliver and maintain such insurance as above provided, this License may, at the election of the LICENSOR, be forthwith declared suspended, discontinued, or terminated and any and all payments made by LICENSEE on account of this License shall thereupon be retained LICENSOR as liquidated damages. Failure of LICENSEE to take out and/or maintain or the taking out and/or maintaining of any required insurance shall not relieve LICENSEE from any liability under the License, nor shall the insurance requirements be construed to conflict with the obligations of LICENSEE concerning indemnification. All required insurance must be in effect and continued so during the life of the License in not less than the following amounts:

(a) Workman's Compensation Insurance, unlimited.

(b) New York State Disability Benefits Policy, unlimited.(furnished through LICENSEE)

In the event that claims in excess of these amount are filed, the amount of such claims, or any portion thereof may be withheld from payment due or to become due LICENSEE until such time as LICENSEE shall furnish such additional security covering such claims as may be determined by LICENSOR.

22. Should LICENSEE be convicted of a crime, LICENSOR may terminate this License by notice in writing immediately effective on mailing, the License to terminate as though it were the time provided above for the termination thereof.

23. Should LICENSOR, in its sole judgment, decide that LICENSEE is not operating the License granted in a satisfactory manner, then LICENSOR may terminate this License by notice in writing, effective five (5) days from mailing, the License to terminate as though it were the time provided in this License, all rights of LICENSEE therein shall be forfeited without any claims for damages, compensation, refund of LICENSEE investment, if any, or any other payment whatsoever against LICENSEE. The five (5) day notice to terminate this agreement shall include a statement of condition which has caused the notice to be issued and LICENSEE shall have forty-eight (48) hours from the mailing of the notice to cure the condition and require the termination be withdrawn. The forty-eight (48) hour cure period shall be strictly enforced regardless of the nature of the condition to be cured.

24. In the event this License is terminated as aforesaid; any property of the LICENSEE within said licensed area may be held by LICENSOR until all indebtedness of LICENSEE hereunder at the time of termination of this License is paid in full.

25. Where provision is made herein for notice to be given in writing, the same may be given by mailing a copy of such notice to LICENSEE by registered mail, or certified mail, addressed to the address hereinabove or such other address as shall be filed with LICENSOR, or be delivering a copy of said notice to LICENSEE or the manager or LICENSEE, or any other person in charge of licensed premises.

26. LICENSEE at the expiration or sooner termination of this License shall quit and surrender the licensed premises and all property thereon.

27. Neither this License nor any interest created hereby may be assigned or transferred by operation of law or otherwise without the express written consent of the LICENSOR, it being the intention of the LICENSOR to grant this License personally to the LICENSEE.

28. This License can not be changed orally.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF RHINEBECK

BY:_____
ELIZABETH SPINZIA, SUPERVISOR

BY:_____
EVAN CONNOLLY

APPENDIX A

Rhinebeck Snack Bar Menu

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

Chips
Candy
Cookies
Ice cream/Novelties

Soda
Juice
Water
Gatorade
Iced tea
Orange/Apple juice

APPENDIX B

Owned by Town of Rhinebeck	Owned by Licensee
o Large refrigerator o Large Freezer o Small Freezer o Stainless Tables	o Grill o Soda Cooler and Fountains o Deep Fryer o Microwave o Coffee Maker o Broiler o All Paper Products

TOWN OF RHINEBECK

RESOLUTION NO. 2016103

RECREATION DEPARTMENT HIRES FOR 2016

WHEREAS, the Recreation Department has submitted the following names, titles and pay rates for certain individuals to be hired for the Summer Recreation Program

Name	Title	Pay Rate
Nolan Graziano	Aquatics Director	$12.00/hour + $1000 stipend
Christine Hatter	WSI-Guard	$11.75/hour
Claire Neville	WSI-Guard	$11.75/hour
Sonny Neville	WSI-Guard	$11.75/hour
Christopher Marvin	Returning Guard	$10.50/hour
Serena Toback	Returning Guard	$10.50/hour
Pat Euell	Cashier	$10.00/hour
Laura Boyle	Cashier	$10.00/hour
Kaela Toback	WSI-Guard	$11.75/hour
Joshua Martin	WSI-Guard	$11.75/hour
Isabell Murray	New Guard	$10.00/hour
Olivia Lortie	New Guard	$10.00/hour
Matthew Fraczek-Syczyk	Sports Director	$2800 salary

; now, therefore, be it

RESOLVED, that the hire of above individuals is approved.

TOWN OF RHINEBECK

RESOLUTION NO. 2016104

AUTHORIZING HIGHWAY SUPERINTENDENT TO ADVERTISE FOR 2017 MATERIAL BIDS

WHEREAS, the Town Highway Superintendent has requested permission to advertise for material bids for the year 2017; and

WHEREAS, these are the standard bids the Highway Department requests on a yearly basis; now, therefore, be it

RESOLVED, that the Rhinebeck Highway Superintendent is authorized to advertise for material bids for the year 2017.

TOWN OF RHINEBECK

RESOLUTION NO. 2016105

ABANDONMENT OF WEST MILLER ROAD

WHEREAS, the West Miller Road bridge was washed out by Hurricane Irene in 2011 resulting in the closing of a certain section of Miller Road; and

WHEREAS, the Highway Department advises that the closed section of Miller Road does not serve any public benefit; and

WHEREAS, in order to abandon the road, the Town must remove the bridge deck (including bidding for the work), obtain certain permits from the New York State Department of Environmental Conservation and the Army Corps of Engineers, perform stream bank reclamation, and engage legal counsel to complete the abandonment process; and

WHEREAS, the Town has received federal and state grants to assist with this project; now, therefore, be it

RESOLVED, that the Highway Department is authorized to begin the process of abandoning that certain section of Miller Road, and that the Town Board will approve any specific bids, contracts, or other matters necessary for completion of the project as they arise.

TOWN OF RHINEBECK

RESOLUTION NO. 2016106

ACCEPTING DUTCHESS COUNTY DPW 2016-2017 ROAD SALT BID AWARD

WHEREAS, the Town Highway Department can save money on road salt by participating in Dutchess County's bid award; and

WHEREAS, such participation requires the Town to commit to purchase a certain percentage of the purchased salt according to the attached bid confirmation form; now, therefore, be it

RESOLVED, that the Highway Superintendent is authorized to participate in the County's salt bid and to provide the attached executed bid confirmation form to the County.

Dutchess County Department of Public Works

2016 – 2017 Road Salt Bid RFB-DCP-15-16

Filed Requirements Confirmation Form

Low Bidder: Apalachee Marine, 1423 Highland Avenue, Rochester, NY 14620

Low bid: $75.00 per ton (crushed salt) ; $3.50 per ton storage after 12/31/2017

Town of : Rhinebeck

Original Filed Requirement: 1600 tons

Confirmed Filed Requirement: 1600 tons

As a condition of participating in Duchess County's bid award and using the County's contractor, Apalachee Marine, to supply road salt to the Town, the Town of Rhinebeck accepts* the Confirmed Filed Requirement listed above. This confirmation shall serve as an agreement between the Town and the County of Dutchess whereby the Town agrees to and accepts their legal obligation to purchase at least 70% of the Confirmed Filed Requirement listed above in accordance with the bid specifications.

Accepted by:

(Signature)

* acceptance pending board resolution

Barry W. Sherrod
(Printed Name)

Highway Superintendent
(Title)

4/6/2016
(date)

* Deb,
This will require a resolution by T. Board to be authorized; will be on 4-11 agenda

rb 3/29/16

TOWN OF RHINEBECK

RESOLUTION NO. 2016107

DUTCHESS COUNTY SHARED SERVICES GRANT APPLICATION FOR JET-VAC TRUCK WITH THE TOWNS OF RED HOOK, MILAN, NORTHEAST AND PINE PLAINS AND THE VILLAGE OF RED HOOK

WHEREAS, the Town Highway Department has the opportunity to apply as the lead agency for a shared services grant from Dutchess County for the purchase of a Jet-Vac truck with the Towns of Red Hook, Milan, Northeast, and Pine Plains, and the Village of Red Hook, for an initial up-front cost of $400,000, the entirety to be reimbursed under the grant; now, therefore, be it

RESOLVED, that the Highway Department is authorized to file an application with Dutchess County for a shared services grant for a Jet-Vac truck, and to act as lead agency in connection therewith.

TOWN OF RHINEBECK

RESOLUTION NO. 2016108

DUTCHESS COUNTY SECONDARY SHARED SERVICES GRANT APPLICATION FOR BOOM MOWER/TRACTOR WITH THE TOWN OF RED HOOK

WHEREAS, the Town Highway Department has the opportunity to apply for a secondary shared services grant from Dutchess County for the purchase of a Boom Mower/Tractor with the Town of Red Hook for an initial up-front cost of $115,000, the entirety to be reimbursed under the grant; now, therefore, be it

RESOLVED, that the Highway Department is authorized to participate in an application to Dutchess County for a shared services grant for a Boom Mower/Tractor.

TOWN OF RHINEBECK

RESOLUTION NO. 2016109

RESOLUTION ADOPTING LOCAL LAW NO. ___ OF 2016 ENTITLED "A LOCAL LAW REPEALING CHAPTER 125-61 OF THE TOWN OF RHINEBECK CODE"

WHEREAS, the Town's Zoning Code, adopted as Local Law No. 6 of 2009 in December 2009 ("Zoning Law"), contained a Chapter 125-61 titled "Green Building Standards" (Chapter 125-61; and

WHEREAS, under Chapter 125-61 every applicant must submit, with its application for a building permit for the construction of a new home or commercial building, office building, multiple residence or senior citizen multiple residence, (1) a checklist prepared by the U.S. Green Building Council under the applicable standards for specified buildings; or (2) another acceptable rating system; and, under either (1) or (2), achieve certain prescribed ratings before the issuance of a Certificate of Occupancy by the Code Enforcement Officer; and

WHEREAS, the Chapter 125-61 law standards are in addition to the building requirements under the New York State Energy Code for both residential and commercial construction; and

WHEREAS, the Chapter 125-61 law was to become mandatory three years after the Zoning Law became effective, but has been subject to three moratoria – namely Local Law No. 1 of the year 2013, Local Law No. 1 of the year 2014 and Local Law No. 3 of the year 2015; and

WHEREAS, the Town Board enacted these moratoria upon advice from its planning and legal consultants, because the Town was not prepared to implement the Chapter 125-61 law and more time was necessary to study, and possibly amend, the standards of the Chapter 125-61 law and educate Town employees, consultants and boards with regard to implementation of that Law; and

WHEREAS, the Town Board has been informed that the Chapter 125-61 law was enacted in 2009 as part of the Zoning Law without a study of whether such a law setting green building

standards, in addition to state laws regulating building construction, was appropriate for the Town; and

WHEREAS, since the enactment of Chapter 125-61 several Town Board members have held a symposium to obtain the views of local builders and architects as to the appropriateness of mandatory green building standards in addition to those mandated by state law, and thereafter several Town Board members met with local persons who are knowledgeable about the standards prescribed by the Chapter 125-61 law; and

WHEREAS, the Town Board has determined that enforcement of the Chapter 125-61 law would require persons involved in new construction to hire specialized persons to determine compliance with those standards which in turn would add significant additional costs for new construction in Rhinebeck; and

WHEREAS, the Town Board is informed there are a limited number of experts in the area who are able to certify compliance with Green Building law standards and it is doubtful that all local builders are capable of meeting the standards set forth in Chapter 125-61; and

WHEREAS, the Town Board has been advised that the best way to implement green building standards, in addition to state building code laws, is through tax abatements which, at this point, the Town cannot afford because of the tax caps on the Town budgets.

WHEREAS, since enactment of the Chapter 125-61 law, the State of New York revised the Commercial Energy Code in 2014 and is in the process of revising the Residential Energy Code, in manners which will make the requirements of those codes more energy efficient than they were when the zoning law was enacted in 2009; and

WHEREAS, the Attorney to the Town, at the request of the Town Board, drafted a proposed Local Law repealing Chapter §125-61 of the Town Code; and

WHEREAS, the Town Board commenced the local law adoption process for said Local Law on February 22, 2016 and conducted public hearings on said law on March 14, 2016, March 28, 2016 and April 11, 2016 and closed the public hearing on April 11, 2016; and

WHEREAS, the Town Board has conducted an Environmental Review of the action, as lead agency, and has determined that the Local Law does not have the potential for any significant environmental impacts and that a Draft Environmental Impact Statement shall not be required; now, therefore, be it

RESOLVED, that the Town Board hereby adopts Local Law No. ____ of 2016 A Local Law Repealing Chapter 125-61 of the Town of Rhinebeck Code and directs the Town Clerk to file said Local Law with the office of the Department of State as required by law.

TOWN OF RHINEBECK
DUTCHESS COUNTY, NEW YORK
PROPOSED LOCAL LAW NO. __ OF 2016

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

SECTION I – TITLE OF LOCAL LAW

This Local Law shall be entitled "A Local Law Repealing §125-61. of the Town of Rhinebeck Code entitled "Green Building Standards".

SECTION II – LEGISLATIVE INTENT, FINDINGS AND PURPOSE

The Town of Rhinebeck by Local Law No. 6 of 2009 enacted a Zoning Law which has been codified as Chapter 125 of the Town of Rhinebeck Code. Section 125-61 et. seq. of the Code entitled "Green Buildings Standards", sets forth standards for green building projects and requirements for the filing of: (1) completed LEED-NC or LEED-Home Checklists in conjunction with certain residential and commercial new construction within the Town and requirements for achieving minimum LEED certification ratings in accordance with certain threshold standards set forth in the Code or (2) other standards adopted by the Planning Board . The Town Board, on advice from its planning and legal consultants, had determined that the Town was not prepared to implement this provision of the Code and as a result issued moratorium on the implementation of §125-61 et. seq. of the Code by Local Law No. 1 of 2013. Local Law No. 1 of 2014 and Local Law No. 2 of 2015.

The Town Board has been informed that §125-61 et. seq. of the Code was adopted without a full study of whether such law was appropriate for the Town. Several Town Board members have held a symposium to obtain the views of local builders and architects as to the appropriateness of Town mandatory build green standards in addition to those mandated by State law. Thereafter several Town Board members met with local persons who are knowledgeable about the standards prescribed in the Green Building Law. The Town Board has determined that enforcement of the Green Building Law would require persons involved in new construction to hire specialized persons to determine compliance with the standards which would add significant additional construction costs. Additionally, there are currently a limited number of experts in the area who are able to certify compliance with the Green Building Law Standards and it is doubtful that all local builders are capable of meeting those standards. There are currently Green Building Standards in the State Building Code. The Town Board has been advised that the better way to implement Green Building Standards in addition to the State Building Code is through tax abatements which, at this point, the Town cannot afford because of the tax caps on Town Budgets. The State of New York revised the Commercial Energy Code in 2014 and is in the process of revising the Residential Energy Code in matters which will make the requirements of those Codes more energy efficient than they were when the Green Building Law was enacted in 2009.

For all of these reasons, the Town Board has determined that it is in the best interests of the Town and its citizens and taxpayers to repeal §125-61 of the Zoning Code.

SECTION III – REPEALER

Section 125-61 of the Code of the Town of Rhinebeck is hereby repealed in its entirety.

SECTION IV – SEVERABILITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law which may be given effect without such invalid provision.

SECTION VI – SUPERSESSION OF THE TOWN LAW

This Local Law is hereby adopted pursuant to the Municipal Home Rule Law §10(1)(i) and (ii) and Subparagraphs (a)(11) and (12) and shall supersede all applicable provisions of the Town Law, and all applicable provisions of Local Law No. 6 of 2009..

SECTION VII – EFFECTIVE DATE

This Local Law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

TOWN OF RHINEBECK

RESOLUTION NO. 2016110

RESOLUTION ADOPTING LOCAL LAW NO. ___ OF 2016 ENTITLED "A LOCAL LAW CHANGING THE MEETING DATE OF THE TOWN OF RHINEBECK BOARD OF ASSESSMENT REVIEW"

WHEREAS, Section 512(1-a) of the Real Property Tax Law permits the governing body of an assessing unit which employs an assessor who is at the same time employed by another assessing unit to adopt a local law establishing a date for the meeting of the Board of Assessment Review other than that provided in Real Property Tax Law Section 512-1, provided the date established no earlier than the fourth Tuesday in May and no later than the second Tuesday in June. The Town of Rhinebeck employs an assessor who is also employed by another assessing unit whose Board of Assessment Review meets on the fourth Tuesday of May; and

WHEREAS, the Town Board by Resolution dated March 28, 2016 commenced the local law adoption process for proposed Local Law No. __ of 2016 entitled: "A Local Law Changing the Meeting Date of the Town of Rhinebeck Board of Assessment Review" to the first Wednesday following the fourth Tuesday; and

WHEREAS, a public hearing was duly noticed and conducted on the adoption of said Local Law on April 11, 2016 and was closed on that same date; now, therefore, be it

RESOLVED, that the Town Board hereby adopts Local Law No. ___ of 2016 entitled: "A Local Law Changing the Meeting Date of the Town of Rhinebeck Board of Assessment Review"; and, be it further

RESOLVED, that the Town Clerk is hereby directed to file a copy of the Local Law with the Department of State and with the Commissioner of the New York State Department of Taxation and Finance.

TOWN OF RHINEBECK
DUTCHESS COUNTY, NEW YORK
PROPOSED LOCAL LAW NO. __ OF 2016

A LOCAL LAW CHANGING THE MEETING DATE OF THE TOWN OF RHINEBECK BOARD OF ASSESSMENT REVIEW

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

SECTION I – TITLE OF LOCAL LAW

This Local Law shall be entitled "A Local Law Changing the Meeting Date of the Town of Rhinebeck Board of Assessment Review."

SECTION II – PURPOSE

Section 512(1-a) of the Real Property Tax Law permits the governing body of an assessing unit which employs an assessor who is at the same time employed by another assessing unit to adopt a local law establishing a date for the meeting of the Board of Assessment Review other than that provided in Real Property Tax Law Section 512-1, provided the date established no earlier than the fourth Tuesday in May and no later than the second Tuesday in June. The Town of Rhinebeck employs an assessor who is also employed by another assessing unit whose Board of Assessment Review meets on the fourth Tuesday of May.

SECTION III – DATE ESTABLISHED

The Town of Rhinebeck Board of Assessment Review shall, from the date of enactment of this Local Law, and each year thereafter, convene to hear complaints on the first Wednesday following the fourth Tuesday of May and so many days thereafter the Board of Assessment Review deems necessary to hear complaints in relation to the Real Property Tax Assessments.

SECTION IV – EFFECTIVE DATE

This Local Law shall be effective immediately upon filing with the Department of State and with the Commissioner of the New York State Department of Taxation and Finance.

TOWN OF RHINEBECK

RESOLUTION NO. 2016111

SETTLEMENT OF TAX CERTIORARI PETITION (WISOTSKY)

WHEREAS, there is now pending in the Dutchess County Supreme Court a tax certiorari proceeding relating to property located at 3 Mt. Rutsen Road, (Grid No.: 6170-01-376836-0000), commenced in 2015 by MARC WISOTSKY, (petitioner), seeking a reduction of the assessed value for the 2015 tax roll; and

WHEREAS, the Town Board of Assessors and Town Attorney have recommended a settlement of the tax review proceeding; now, therefore, be it

RESOLVED, that the Town Board of the Town of Rhinebeck hereby approves a settlement of the tax review proceeding for the 2015 tax roll, as it pertains to 3 Mt. Rutsen Road, (Grid No.: 6170-01-376836-0000) as follows:

Assessment Roll	Assessment	Reduced Assessment	Amount of Reduction
2015	469,800	128,500	341,300

; and, be it further

RESOLVED, that petitioner waives any refund from the Dutchess County Commissioner of Finance for the 2015 tax roll, relative to the amount, if any, solely of Town taxes paid by petitioner as taxes against the original assessment of $469,800, in excess of what the taxes would have been if the assessment made for the 2015 tax roll had been $128,500; and, be it further

RESOLVED, that the 2016 assessed valuation for the property located at 3 Mt. Rutsen Road, (Grid No.: 6170-01-376836-0000), shall be $225,000; and, be it further

RESOLVED, that the Town Supervisor, Board of Assessors and Corbally, Gartland and Rappleyea, LLP, Town Attorney to the Town of Rhinebeck are hereby authorized to take any and all actions necessary and appropriate to effectuate the terms of this Resolution.

TOWN OF RHINEBECK

RESOLUTION NO. 2016112

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

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

WHEREAS, Farber Brothers wishes to similarly contract for 2016 under the same terms; now, therefore, be it

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

AGREEMENT FOR
SEASONAL LICENSE

THIS SEASONAL LICENSE, is made as of the ___ day of June, 2015, and by and between

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

Facilities Usage Fee shall be paid by Licensee upon the execution of this Agreement.

8. Licensee Period, Renewal and Termination. The proposed period of this License is July 1, 2015 through November 15, 2015, weather permitting. This License shall be automatically renewable in each successive year for the period from April 1 through October 31, weather permitting, of that year unless terminated by either party upon at least 31 days written notice prior to the commencement of the renewal term.

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

9. Compliance with Law. All uses permitted by this License Agreement shall be operated by Licensee in accordance with all applicable governmental laws, statutes, ordinances, rules and regulations and Licensee shall at Licensee's cost secure any and all permits and approvals required for the conduct thereof. Licensee shall promptly and fully comply with all statutes, ordinances, rules, orders, regulations, directives and requirements of the Federal, State and local governments and any and all of their respective departments and bureaus applicable to the licensed uses.

10. Maintenance and Repair. During its periods of occupancy, Owner shall be responsible to maintain the waterfront facilities except for the dock in good condition and repair. Licensee shall be responsible to maintain all vessels and equipment thereupon in good condition and repair. The Licensee represented that it has inspected the current waterfront facilities in the Town of Rhinebeck and that the facilities are in suitable condition for operation of Licensee's ferry service. During the term of the License Agreement, the Licensee shall be responsible for maintenance and ordinary maintenance and repair of the Rhinebeck dock and responsible for repairing any damage to the dock as a result of Licensee's operation of this ferry service. The Owner makes no representations concerning the condition of the dock or the waterfront facilities.

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

12. Insurance. Licensee shall, during the entire term hereof, at its own expense keep in full force and effect comprehensive general liability insurance with minimum limits of not less than $1,000,000.00 per occurrence for personal injury, death and property damage, issued by an insurance company licensed to do business in New York State. A Certificate of Insurance, naming Owner as an additional insured shall be delivered to Owner within 30 days prior to the commencement of each license period covered hereby.

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

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

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

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

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

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

19. Exclusivity of license. Nothing contained in this License Agreement shall be construed to give Licensee an exclusive right to use or access the Facilities except pursuant to the schedule agreed to by the parties hereto. Owner expressly reserves the right to make the Facilities available to others, including, without limitation, the general public, at all times except as set forth on the schedule agreed to by the parties. Notwithstanding this provision,

it is agreed that during the term of this Agreement, Licensee shall be the exclusive Licensee of ferry service with the Owner for the Contract Period. Any changes to this exclusivity will require the mutual approval of the Licensee and the Owner.

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

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

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

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

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

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

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

27. Emergency Contacts. In the event of an emergency affecting the use or safety of the Waterfront Facilities or in the event of any accident involving the Waterfront Facilities, Licensee shall immediately notify the Owner in writing as provided in paragraph 19 above and also by telephone to (a) the Town Supervisor and (b) the chairperson of the Waterfront Committee. As of the Signing of this License Agreement, the Town Supervisor, Elizabeth Spinzia, may be reached at (845) 876-3409 and the contact person for the Waterfront Committee Councilperson Elaine Fernandez, , may be reached at (518) 2566-0714. Licensee shall notify Owner in writing no more than 24 hours after any emergency. In the event of an emergency, Licensee shall take all reasonable measures to minimize any hazards to life or property.

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

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

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

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

OWNER: **TOWN OF RHINEBECK**

By: _____
ELIZABETH SPINZIA, Supervisor

LICENSEE: **FOSTER BROTHERSD INC.**

By: _____
JEFFREY FABER, President

SCHEDULE "A"

Arrival times at RhinecliffLanding:**

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

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

SCHEDULE "B"

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

1) **Route:** The ferry vessel will leave the Hudson Valley Maritime Museum at 50 Rondout Landing, Kingston, NY 12401 and proceed in a easterly direction in the marked channel in the Rondout creek. Upon reaching a position just south of the Rondout Lighthouse the ferry vessel will set a course of 100 N (true) for .410 nautical miles and dock at the Rhinecliff (Town of Rhinebeck) public dock. The return trip back to the Hudson Valley Maritime Museum will be the reciprocal course from that stated above.

2) **Docking requirements:** The following requirements are based on safety considerations as required by the United States Coast Guard. The Hudson River flows in both a north and south direction based on tidal forces. The current reaches 1.6 knots during a portion of the tidal cycle. Therefore, docking access from the south and north approaches are required. Priority is given to the ferry vessel to dock at the designated scheduled timing. Signage provided by the Town of Rhinebeck will be placed on the dock that declares the ferry has priority to land on the dock and that all other vessels must leave the dock during the ferry docking operations.