

Town of Rhinebeck
Regular Board Meeting
Agenda
April 25, 2016, 6:45 pm

Draft 4/25/2016 11:47:12 AM

A. Call to Order

B. Pledge of Allegiance

C. Approval of Prior Minutes

1. April 11, 2016 Regular Board Meeting

D. Announcements

E. Committee & Liaison Reports

1. Chief Kyle Eighmy, Rhinebeck Fire Department

F. Resolutions

1. Resolution 2016115 Preliminary Accounts Payable Abstract 4B, V507-V530, 23 Checks for \$32,056.72
2. Resolution 2016116 Capital Project Abstract, 1 Check for \$150.00.
3. Resolution 2016117 Budget Transfers and Amendments
4. Resolution 2016118 Intermunicipal Agreement with Rhinebeck Central School District for Facility Use
5. Resolution 2016119 Recreation Department Hires for 2016
6. Resolution 2016120 Recreation Yoga Program
7. Resolution 2016121 Town Hall Use Application (Sinterklaas Artisan Craft Fair)
8. Resolution 2016122 Town Hall Use Application (Sinterklaas in Rhinebeck Event)
9. Resolution 2016123 Appointment to the Open Space Affordable Housing Committee
10. Resolution 2016124 Appointment to the Board of Assessment Review

G. Discussion Items

1. Discussion regarding zoning amendment petition (Ruge's 9 & 9G)
2. Proposed Law relating to affordable housing

**Town of Rhinebeck
Regular Board Meeting
Agenda
April 25, 2016, 6:45 pm**

H. Presentation

1. Jeff Farber, Kingston Water Taxi

I. New Business

J. Public Comment on Non-Agenda Items

K. Adjournment

TOWN OF RHINEBECK

RESOLUTION NO. 2016115

**PRELIMINARY ACCOUNTS PAYABLE ABSTRACT 4B, V507-V530, 23 CHECKS FOR
\$32,056.72**

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Accounts Payable Abstracts 4B, V507-V530, 23 Checks for \$32,056.72, 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 4B, V507-V530, 23 Checks for \$32,056.72, are approved for payment.

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

Bank: TRUST AGENCY FD TRUST AGENCY FD

-----Checks-----

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

Invoice ID: 647258-0	Invoice Date: 03/16/2016	Due Date: 04/25/2016							
2016 2016 1 No 3293	001 -02 -3620-410	001 -200	V507 1	IVR-TN210BK TONER BRO	\$		59.99		
Invoice ID: 648942-0	Invoice Date: 03/23/2016	Due Date: 04/25/2016							
2016 2016 1 No 3353	001 -07 -8010-410	001 -200	V507 1/2	BROTHER TONER 2200 P	\$		39.99		
2016 2016 2 No 3353	001 -02 -3620-410	001 -200	V507 1/2	BROTHER TONER 2200 P	\$		40.00		
INVOICE TOTAL (INVOICE ID: 648942-0)) = \$	79.99	
Invoice ID: C 647258-0	Invoice Date: 03/28/2016	Due Date: 04/25/2016							
2016 2016 1 No 3293	001 -02 -3620-410	001 -200	V507	RETURN DEFECTIVE FROM IN	\$		59.99		
Invoice ID: C 648942-0	Invoice Date: 03/24/2016	Due Date: 04/25/2016							
2016 2016 1 No 3353	001 -02 -3620-410	001 -200	V507 1/2	OF PRICE ADJ ON INV	\$		7.00		
2016 2016 2 No 3353	001 -07 -8010-410	001 -200	V507 1/2	OF PRICE ADJ ON INV	\$		7.00		
INVOICE TOTAL (INVOICE ID: C 648942-0)) = \$	14.00	
CHECK TOTAL (CHECK #: 14999)) = \$	65.99	

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

Invoice ID: 161040030452	Invoice Date: 04/13/2016	Due Date: 04/25/2016							
2016 2016 1 No	000 -08 -9060-801	000 -200	V508 MAY'16	COVERAGE RETIREES	\$		287.20		
2016 2016 2 No	000 -08 -9060-801	000 -200	V508 MAY'16	COVERAGE RETIREES	\$		287.20		
2016 2016 3 No	001 -08 -9060-801	001 -200	V508 MAY'16	COVERAGE RETIREES	\$		287.20		
2016 2016 4 No	001 -08 -9060-801	001 -200	V508 MAY'16	COVERAGE RETIREES	\$		287.20		
2016 2016 5 No	003 -08 -9060-802	003 -200	V508 MAY'16	COVERAGE RETIREES	\$		287.20		
2016 2016 6 No	003 -08 -9060-802	003 -200	V508 MAY'16	COVERAGE RETIREES	\$		287.20		
2016 2016 7 No	003 -08 -9060-802	003 -200	V508 MAY'16	COVERAGE RETIREES	\$		574.40		
INVOICE TOTAL (INVOICE ID: 161040030452)) = \$	2,297.60	
CHECK TOTAL (CHECK #: 15000)) = \$	2,297.60	

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

Invoice ID: 5815106009AP16	Invoice Date: 04/05/2016	Due Date: 04/25/2016							
2016 2016 1 No	000 -01 -1630-431	000 -200	V515 2/3-4/5/16	18 KWH	\$		70.49		
CHECK TOTAL (CHECK #: 15001)) = \$	70.49	

Vendor: CHAZEN ENGINEER CHAZEN ENGINEERING, LAND SURVEYING & INC REMIT ADDRESS

Invoice ID: 94778	Invoice Date: 04/12/2016	Due Date: 04/25/2016							
2016 2016 2 No	2016-8161-000 -07 -8160-451	000 -200	V516	2015 ANNUAL REPORT FILED	\$		1,900.00		
CHECK TOTAL (CHECK #: 15002)) = \$	1,900.00	

Vendor: CONSTELLATION NEWENERGY, INC CONSTELLATION NEWENERGY, INC REMIT ADDRESS

Invoice ID: 31830951	Invoice Date: 04/08/2016	Due Date: 04/25/2016							
2016 2016 1 No	000 -01 -1630-431	000 -200	V517 2/3-4/5/16	18 KWH	\$		1.43		
CHECK TOTAL (CHECK #: 15003)) = \$	1.43	

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

Invoice ID: 100986	Invoice Date: 03/03/2016	Due Date: 04/25/2016							
2016 2016 1 No	2016-1630-000 -01 -1630-427	000 -200	V509 3/3	OIL FILTER-FERRIS MO	\$		10.99		
CHECK TOTAL (CHECK #: 15004)) = \$	10.99	

Vendor: DAILY FREEMAN DAILY FREEMAN REMIT ADDRESS

Invoice ID: 950849	Invoice Date: 03/24/2016	Due Date: 04/25/2016						
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TOWN OF RHINEBECK
 PRELIMINARY ABSTRACT 4B V507-V530 23 CHECKS DUE 4-25-16
 Executed By: sday

PAGE: 2
 TIME: 11:39:10
 DATE: 04/22/2016

CAL YEAR	FY	TRANS MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	=====	=====	=====	=====
2016	2016 1	No		001 -07 -8020-449	001 -200	V525 SOLOMON CHARGED TO TOWN	\$ 50.40
2016	2016 2	No		001 -07 -8020-449	001 -200	V525 NOT PAYING SOLOMON NOT T	\$ 50.40-
INVOICE TOTAL (INVOICE ID: 950849) =							\$ 0.00
Invoice ID: 960277				Invoice Date: 03/31/2016	Due Date: 04/25/2016		
2016	2016 1	No		000 -01 -1410-449	000 -200	V525 CHANGE BAR MEETING DATE	\$ 33.30
CHECK TOTAL (CHECK #: 15005) =							\$ 33.30
Vendor: DOWSER, LLC,				DOWSER, LLC,		REMIT ADDRESS	
Invoice ID: 1617806				Invoice Date: 03/18/2016	Due Date: 04/25/2016		
2016	2016 1	No		000 -01 -1620-410	000 -200	V5010 3-18 7 5 GAL WATERS	\$ 16.03
Invoice ID: 1620429				Invoice Date: 03/31/2016	Due Date: 04/25/2016		
2016	2016 1	No		000 -01 -1620-410	000 -200	V501 RENTAL	\$ 3.98
CHECK TOTAL (CHECK #: 15006) =							\$ 20.01
Vendor: HIGHWAY PART TOWN				HIGHWAY PART TOWN		No Addresses De	
Invoice ID: 2016-MAINT-MAR				Invoice Date: 04/12/2016	Due Date: 04/25/2016		
2016	2016 1	No	2016-7140-	000 -06 -7140-447	000 -200	V530 MAR 68.3GAL GAS @ \$1.514	\$ 120.07
CHECK TOTAL (CHECK #: 15007) =							\$ 120.07
Vendor: HIGHWAY PART-TO				HIGHWAY PART-TOWN FUND		REMIT ADDRESS	
Invoice ID: 2016-SNRVAN-MAR				Invoice Date: 04/12/2016	Due Date: 04/25/2016		
2016	2016 1	No		000 -05 -6772-480	000 -200	V529 MAR 24.7GAL GAS @ \$1.514	\$ 37.40
CHECK TOTAL (CHECK #: 15008) =							\$ 37.40
Vendor: MIRABITO ENERGY PRODUCTS				MIRABITO ENERGY PRODUCTS		REMIT ADDRESS	
Invoice ID: 3710699				Invoice Date: 03/22/2016	Due Date: 04/25/2016		
2016	2016 1	No	2016-8810-	000 -07 -8810-413	000 -200	V511 3-22 135.9 PROPANE @ \$1.	\$ 165.38
CHECK TOTAL (CHECK #: 15009) =							\$ 165.38
Vendor: MVP HEALTH CARE				MVP HEALTH CARE INC.		REMIT ADDRESS	
Invoice ID: 7618310				Invoice Date: 04/09/2016	Due Date: 04/25/2016		
2016	2016 1	No		000 -01 -1220-804	000 -200	V518 MAY'16 COVERAGE- SD	\$ 1,453.64
2016	2016 2	No		000 -01 -1410-804	000 -200	V518 MAY'16 COVERAGE- JG	\$ 1,453.64
2016	2016 3	No		000 -01 -1410-804	000 -200	V518 MAY'16 COVERAGE- JW	\$ 995.58
2016	2016 4	No		000 -07 -8810-804	000 -200	V518 MAY'16 COVERAGE- GS	\$ 995.58
2016	2016 5	No		000 -08 -9060-804	000 -200	V518 MAY'16 COVERAGE- RF	\$ 1,453.64
2016	2016 6	No		003 -08 -9060-802	003 -200	V518 MAY'16 COVERAGE- AC	\$ 1,453.64
2016	2016 7	No		003 -08 -9060-800	003 -200	V518 MAY'16 COVERAGE- BH	\$ 881.18
2016	2016 8	No		003 -08 -9060-800	003 -200	V518 MAY'16 COVERAGE- MK	\$ 995.58
2016	2016 9	No		003 -08 -9060-800	003 -200	V518 MAY'16 COVERAGE- RL	\$ 995.58
2016	2016 10	No		003 -08 -9060-800	003 -200	V518 MAY'16 COVERAGE- ML	\$ 497.79
2016	2016 11	No		003 -08 -9060-800	003 -200	V518 MAY'16 COVERAGE- RR	\$ 881.18
2016	2016 12	No		003 -08 -9060-800	003 -200	V518 MAY'16 COVERAGE- RS	\$ 1,418.70
2016	2016 13	No		003 -08 -9060-800	003 -200	V518 MAY'16 COVERAGE- RW	\$ 995.58
INVOICE TOTAL (INVOICE ID: 7618310) =							\$ 14,471.31
CHECK TOTAL (CHECK #: 15010) =							\$ 14,471.31
Vendor: NEW YORK COMMUN				NEW YORK COMMUNICATIONS CO., INC.		REMIT ADDRESS	
Invoice ID: 136356				Invoice Date: 04/01/2016	Due Date: 04/25/2016		
2016	2016 1	No	2016-5010-	000 -04 -5010-401	000 -200	V512 APRIL'16 RADIO RENTAL	\$ 591.00
CHECK TOTAL (CHECK #: 15011) =							\$ 591.00
Vendor: NYS EMPLOYEES H				NYS EMPLOYEES HEALTH INSURANCE PENDING A		REMIT ADDRESS	
Invoice ID: 498				Invoice Date: 04/04/2016	Due Date: 04/25/2016		

TOWN OF RHINEBECK
 PRELIMINARY ABSTRACT 4B V507-V530 23 CHECKS DUE 4-25-16
 Executed By: sday

PAGE: 3
 TIME: 11:39:10
 DATE: 04/22/2016

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	=====	==	=====	=====	=====	=====
2016	2016 1	No			000 -01 -1355-804	000 -200	V519 APRIL'16 COVERAGE- DBV	\$ 1,928.27
2016	2016 2	No			000 -08 -9060-801	000 -200	V519 APRIL'16 COVERAGE- DT	\$ 454.85
INVOICE TOTAL (INVOICE ID: 498) = \$								2,383.12
CHECK TOTAL (CHECK #: 15012) = \$								2,383.12
Vendor: OFFICE OF THE S			OFFICE OF THE STATE COMPTROLLER			REMIT ADDRESS		
Invoice ID: 1337070-2016-03			Invoice Date: 04/06/2016			Due Date: 04/25/2016		
2016	2016 1	No			000 -690	000 -200	V520 MARCH'16 RECEIPTS- TOWN	\$ 6,210.50
CHECK TOTAL (CHECK #: 15013) = \$								6,210.50
Vendor: PLANNERS EAST			PLANNERS EAST INC.			REMIT ADDRESS		
Invoice ID: 2016-MAR-2			Invoice Date: 03/31/2016			Due Date: 04/25/2016		
2016	2016 1	No	2016-PE-MA	001 -07	-8020-499	001 -200	V526 MAR 4HRS @ \$112 REVIEW Z	\$ 448.00
CHECK TOTAL (CHECK #: 15014) = \$								448.00
Vendor: RECREONICS, INC.			RECREONICS, INC.			REMIT ADDRESS		
Invoice ID: 713849			Invoice Date: 04/08/2016			Due Date: 04/25/2016		
2016	2016 1	No	2016-7180-	000 -06	-7180-200	000 -200	V528 4 HINGE PINS FOR DIVING	\$ 49.76
2016	2016 2	No	2016-7180-	000 -06	-7180-200	000 -200	V528 16 NYLINERS FOR DIVING B	\$ 32.16
2016	2016 3	No	2016-7180-	000 -06	-7180-200	000 -200	V528 8 ORINGS FOR DIVING BOAR	\$ 16.08
2016	2016 4	No	2016-7180-	000 -06	-7180-200	000 -200	V528 FREIGHT ON HARDWARE	\$ 18.65
INVOICE TOTAL (INVOICE ID: 713849) = \$								116.65
CHECK TOTAL (CHECK #: 15015) = \$								116.65
Vendor: STAPLES BUSINES			STAPLES BUSINESS ADVANTAGE			REMIT ADDRESS		
Invoice ID: 8038778372			Invoice Date: 04/09/2016			Due Date: 04/25/2016		
2016	2016 1	No	2016-1110-	000 -01	-1110-410	000 -200	V514 18 INCH 2 DRAWER FILE BA	\$ 85.59
CHECK TOTAL (CHECK #: 15016) = \$								85.59
Vendor: VAN KLEECK'S TI			VAN KLEECK'S TIRE, INC.			REMIT ADDRESS		
Invoice ID: 1428540			Invoice Date: 04/15/2016			Due Date: 04/25/2016		
2016	2016 1	No	3367	000 -05	-6772-480	000 -200	V524 4 TIRES/MOUNT/BALANCE/IN	\$ 649.00
CHECK TOTAL (CHECK #: 15017) = \$								649.00
Vendor: VRI ENVIRONMENTAL SERVICES INC			VRI ENVIRONMENTAL SERVICES INC.			REMIT ADDRESS		
Invoice ID: 20295			Invoice Date: 04/04/2016			Due Date: 04/25/2016		
2016	2016 1	No		022 -07	-8120-420	022 -200	V521 MARCH'16 OPERATOR	\$ 960.63
2016	2016 2	No		022 -07	-8130-450	022 -200	V521 MARCH'16 SOUTH FIELD	\$ 140.00
2016	2016 3	No		022 -07	-8130-450	022 -200	V521 MARCH'16 NORTH FIELD	\$ 140.00
INVOICE TOTAL (INVOICE ID: 20295) = \$								1,240.63
Invoice ID: 20359			Invoice Date: 04/08/2016			Due Date: 04/25/2016		
2016	2016 1	No		022 -07	-8130-415	022 -200	V522 2 DPD 4 FOR 10ML	\$ 168.80
CHECK TOTAL (CHECK #: 15018) = \$								1,409.43
Vendor: W.B.MASON			W.B.MASON CO., INC			REMIT ADDRESS		
Invoice ID: I33797814			Invoice Date: 04/13/2016			Due Date: 04/25/2016		
2016	2016 1	No	3370	001 -07	-8010-410	001 -200	V527 1 TONER YELLOW	\$ 61.99
2016	2016 2	No	3370	001 -07	-8010-410	001 -200	V527 1 TONER YELLOW PRICE ADJ	\$ 12.00
2016	2016 3	No	3370	001 -07	-8010-410	001 -200	V527 1 TONER MAGENTA	\$ 61.99
2016	2016 4	No	3370	001 -07	-8010-410	001 -200	V527 1 TONER CYN	\$ 61.99
2016	2016 5	No	3370	001 -02	-3620-410	001 -200	V527 1 TONER BLACK	\$ 65.99
INVOICE TOTAL (INVOICE ID: I33797814) = \$								239.96

TOWN OF RHINEBECK
 PRELIMINARY ABSTRACT 4B V507-V530 23 CHECKS DUE 4-25-16
 Executed By: sday

PAGE: 4
 TIME: 11:39:10
 DATE: 04/22/2016

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
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CHECK TOTAL (CHECK #: 15019) = \$ 239.96

Vendor: YAMASHITA, KERRI
 Invoice ID: 4/10/16
 2016 2016 1 No

KERRI L. YAMASHITA
 Invoice Date: 04/10/2016 Due Date: 04/25/2016
 000 -01 -1420-460 000 -200

REMIT ADDRESS
 V523 FEB V&T 6.8HRS @ \$100/ \$ 680.00

CHECK TOTAL (CHECK #: 15020) = \$ 680.00

TOTAL CHECKS = \$ 32,007.22

TOTAL BANK (TRUST AGENCY FD) = \$ 32,007.22

Bank: TRUST AGENCY MM TRUST AGENCY MM

-----Checks-----

Vendor: PLANNERS EAST
 Invoice ID: 2015-O/N-16
 2016 2016 1 No

PLANNERS EAST INC.
 Invoice Date: 11/30/2015 Due Date: 04/25/2016
 2015-PE-O/ 010 -07 -0085-400 010 -230

REMIT ADDRESS
 V513 VON STODDARD OCT/NOV .37 \$ 49.50

CHECK TOTAL (CHECK #: 15021) = \$ 49.50

TOTAL CHECKS = \$ 49.50

TOTAL BANK (TRUST AGENCY MM) = \$ 49.50

TOTAL PAYMENTS = \$ 32,056.72

TOWN OF RHINEBECK

RESOLUTION NO. 2016116

CAPITAL PROJECT ABSTRACT, 1 CHECK FOR \$150

WHEREAS, the Town Bookkeeper has submitted the attached Capital Project Abstract, 1 check for \$150, 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, 1 check for \$150, is approved for payment.

TOWN OF RHINEBECK

RESOLUTION NO. 2016117

BUDGET TRANSFERS AND AMENDMENTS

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

GENERAL FUND			
ATTORNEY			
Contingency	000-01-1990-400	-	\$6,500.00
Attorney represent Town before ZBA	000-01-1420-402	+	\$6,500.00
HIGHWAY PART-TOWN FUND			
Estimated Revenue	003-510	+	\$2,506.50
Insurance Recoveries	003-2680		
Appropriations	003-960	+	\$2,506.50
Equipment Repairs	003-04-5130-427		
To amend budget due to insurance payment for damage to R-11 Requested by Highway Super 4-22-16			

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. 2016118

**INTERMUNICIPAL AGREEMENT WITH RHINEBECK CENTRAL SCHOOL
DISTRICT FOR FACILITY USE**

WHEREAS, the Town and the Rhinebeck Central School District ("School") have had an intermunicipal agreement concerning the use of various facilities; and

WHEREAS, the intermunicipal agreement requires renewal, and the Town and the School are desirous of renewing the same; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to sign an intermunicipal agreement between the Town and the School in substantially the same form as the attached.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made and entered into as of the ___th day of _____, 2016, between the **TOWN OF RHINEBECK**, a municipal corporation, with offices located at 80 East Market Street, Rhinebeck, New York 12572 (hereinafter "Town") and the **RHINEBECK CENTRAL SCHOOL DISTRICT**, with offices located at 45 North Park Road, Rhinebeck, New York 12572 (hereinafter "School District").

WITNESSETH:

WHEREAS, the School District owns and maintains its school buildings and related sports and recreational facilities (hereinafter "School Facilities"); and

WHEREAS, the Town owns and maintains certain municipal buildings, baseball and soccer fields, and other outdoor facilities (hereinafter "Town Facilities") which are utilized by residents and organizations of the Town of Rhinebeck for recreational purposes; and

WHEREAS, the Town is desirous of utilizing the School Facilities for certain Town and Recreation Committee programs and events as well as other Town programs and events; and

WHEREAS, the School District is desirous of utilizing the Town Facilities for games and/or practices for its school teams, as well as certain other school programs and events; and

WHEREAS, the Town is willing to allow the School District to utilize the Town Facilities, and the School District is willing to allow the Town to utilize the School Facilities for the benefit of the residents of the Town and School District respectively, upon the terms and conditions contained herein; and

WHEREAS, Article 5-G, Section 119-o of the General Municipal Law specifically authorizes municipal corporations to enter into intermunicipal cooperative agreements;

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

1. That the School District shall be permitted to use the Town Facilities when such Town Facilities are not needed for Town purposes, for the conduct of games and practices for its school sport teams, as well as certain other school programs and events, at no cost to the School District.

2. That the Town shall be permitted to use the School Facilities for Town and Town Recreation Committee programs and events, as well as other Town programs and events, when such School Facilities are not needed for School District purposes, at no cost to the Town.

3. That use by the School District of the Town Facilities shall be coordinated with the Town's Recreation Director and/or the Town Clerk (as determined by the Town), and the School District shall notify the Town as far in advance as possible of its needed use of the Town Facilities and on what dates and times and for what periods of time.

4. That use by the Town of the School Facilities shall be coordinated with the Secretary to the Business Official, or other member of the school staff designated by the School District to coordinate and facilitate such use (as determined by the School District), and the Town shall notify the School District as far in advance as possible of its needed use of the School Facilities and on what dates and times and for what periods of time.

5. That the Town shall make every attempt to accommodate the needs of the School District in utilizing the Town Facilities with due recognition of the need to keep those facilities available for Town Government programs and use by Town residents and organizations. In the event of a conflict due to an emergency situation or other unforeseen circumstance, the Town shall provide the School District with at least 24 hours notice of the need for cancellation or postponement of the planned activity.

6. That the School District shall make every attempt to accommodate the needs of the Town in utilizing the School Facilities with due recognition of the need to keep those facilities available for School District programs and use by School District staff and students. In the event of a conflict due to an emergency situation or other unforeseen circumstance, the School District shall provide the Town with at least 24 hours notice of the need for cancellation or postponement of the planned activity.

7. That the School District, when utilizing the Town Facilities shall provide adequate supervision and safety measures for students, teachers, and other school representatives who utilize the Town Facilities. The School District agrees to comply with the Town's policies, rules, regulations and procedures with regard to use of Town facilities, including but not limited to the prohibited use of intoxicating beverages, illegal substances, smoking or other tobacco products on town property at any time.

8. That the Town when utilizing the School Facilities shall provide adequate supervision and safety measures for the residents, employees and representatives of the Town who utilize the School Facilities. The Town agrees to comply with the School District's policies, rules, regulations and procedures with regard to use of School District facilities, including but not limited to the prohibited use of intoxicating beverages, illegal substances, smoking or other tobacco products on school property at any time.

9. The Town shall be responsible for repairing any damage to the School Facilities when used by the Town pursuant to this Agreement, and shall indemnify, and hold harmless, the School District from any damage, claim or liability which may be asserted against the School District as a result of the Town's use of the School Facilities pursuant to this Agreement.

10. The School District shall be responsible for repair of any damage done to the Town Facilities when used by the School District pursuant to this Agreement, and shall indemnify, and hold harmless, the Town from any damage, claim or liability which may be asserted against the Town as a result of the School District's use of the Town Facilities pursuant to this Agreement.

11. That the Town shall name the School District as an additional insured on its liability insurance policy and the School District shall name the Town as an additional insured on its municipal liability insurance policy.

12. That this Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.

13. This Agreement shall be for a term of one (1) year; the term to commence on August 31, 2016 and to end on August 30, 2017.

14. This Agreement may not be assigned by either party.

15. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

16. That the Supervisor of the Town has executed this Agreement pursuant to Resolution adopted by the Town Board, at a meeting thereof held on the _____ day of _____, 2016 and the Superintendent of the School District has executed this Agreement pursuant to Resolution adopted by the School Board of the Rhinebeck Central School District, at a meeting thereof held on the 26th day of April, 2016.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

TOWN OF RHINEBECK

By: _____
ELIZABETH SPINZIA, Town Supervisor

RHINEBECK CENTRAL SCHOOL DISTRICT

By: _____
JOSEPH PHELAN, Superintendent of Schools

TOWN OF RHINEBECK

RESOLUTION NO. 2016119

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
Quinn Graziano	Part-Time Guard	\$10.00
Matthew Denatale	Part-Time Guard	\$10.00
Sarah Denatale	Full-Time Guard	\$10.50
Erin Behrens	Part-Time Guard	\$10.00

; now, therefore, be it

RESOLVED, that the hire of above individuals is approved.

TOWN OF RHINEBECK

RESOLUTION NO. 2016120

RECREATION YOGA PROGRAM

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

Event/Program	Day & Time	Date(s)	Place	Cost to Participant	Staffing & Fee
Yoga 4 You	Tuesdays 6:30-7:30 pm	June 28 through July 26 th	Town Pool Pavilion	\$50 for all 5 classes \$12/drop-in rate	Marianne Neifeld (Certified Instructor) 65% of fees

, now, therefore, be it

RESOLVED, that the above program is approved.

TOWN OF RHINEBECK

RESOLUTION NO. 2016121

TOWN HALL USE APPLICATION (SINTERKLAAS ARTISAN CRAFT FAIR)

WHEREAS, the Town of Rhinebeck Clerk's Office has received the attached application for the use of Town Hall for the Sinterklaas Artisan Craft Fair to be held on November 19 & 20, 2016; now, therefore, be it

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

TOWN OF RHINEBECK TOWN HALL USAGE APPLICATION

Application date 4/14/16

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

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

Application is hereby made by:

NAME Joanne Gelb

ADDRESS 36 Mulberry St.

PHONE NUMBER (845) 629-2579 EMAIL hana527@gmail.com

Name of event Sinterklaas Artisan Craft Fair

Date of event _____ from 8- to 5- 11/19 ~~11/20~~

Description of Event Craft Fair to benefit Sinterklaas

Will there be amplified sound? No

Approximate number of attendee's expected 400

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

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

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

Applicant cannot charge entry fee.

Applicant signature Date

Joanne Gelb 4/14/16

TOWN OF RHINEBECK

RESOLUTION NO. 2016122

TOWN HALL USE APPLICATION (SINTERKLAAS IN RHINEBECK EVENT)

WHEREAS, the Town has received the attached application for the use of Town Hall for the Sinterklaas in Rhinebeck event on December 3, 2015 from 9:00 am to 10:00 pm; now, therefore, be it

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

TOWN OF RHINEBECK TOWN HALL USAGE APPLICATION

Application date 4/3/16

. 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 Jeanne Fleming - Hudson Valley Community Productions

ADDRESS 118 LaBergerie Lane, Red Hook, NY 12571

PHONE NUMBER 845-758-5519 EMAIL sinterklaashudsonvalley@gmail.com

Name of event Sinterklaas in Rhinebeck 2016

Date of event 12/3/16 from 9:00am to 10:00pm

Description of Event Performances by Community Arts organizations in afternoon;

Square Dance for Community in evening.

Will there be amplified sound? yes

Approximate number of attendee's expected 100 per show -- every 1/2 hour shows

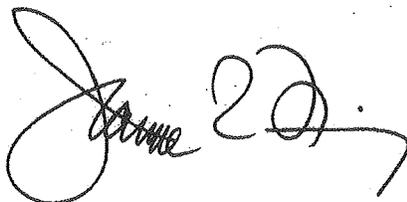
The applicant hereby agrees to indemnify and hold harmless the Town of Rhinebeck from any and all claims and judgments for personal injury or damage to property resulting directly or indirectly from the activities held and from any costs. Applicant agrees to clean up Town Hall after the event.

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



4/3/16

TOWN OF RHINEBECK

RESOLUTION NO. 2016123

APPOINTMENT TO THE OPEN SPACE AFFORDABLE HOUSING COMMITTEE

WHEREAS, there is an open seat on the Open Space Affordable Housing Committee with 2-year term ending on December 31, 2017; and

WHEREAS, the OSAHC has recommended Josette Lee to serve on the Committee; and

WHEREAS, the Town Board has interviewed Ms. Lee; now, therefore, be it

RESOLVED, that Josette Lee is appointed to the Open Space Affordable Housing Committee to complete an open 2-year term expiring on December 31, 2017.

TOWN OF RHINEBECK

RESOLUTION NO. 2016124

APPOINTMENT 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, the Town Board has interviewed Linda Moverly to fill the vacancy; now, therefore, be it

RESOLVED, that Linda Moverly is appointed to the Board of Assessment Review to fill the unexpired term ending on September 30, 2016.