

**Town of Rhinebeck
Regular Board Meeting**

Agenda

August 22, 2016 6:45 pm

Draft 8/19/2016 3:26:16 PM

A. Call to Order

B. Pledge of Allegiance

C. Approval of Prior Minutes

1. July 25, 2016 Regular Town Board Minutes

D. Announcements

E. Public Hearing

1. A Local Law Amending Chapter A-130 of the Town of Rhinebeck Code With Regard to the Composition, Appointment and Terms of the Recreation Advisory Committee

F. Presentation

1. Sue Booth-Binczik of NYS DEC on deer overpopulation

G. Committee & Liaison Reports

H. Resolutions

1. Resolution 2016201 Preliminary Accounts Payable Abstract V, Checks for \$
2. Resolution 2016202 Capital Project Abstract, 5 Checks for \$2,069.31
3. Resolution 2016203 Budget Transfers and Amendments
4. Resolution 2016204 Winter 2016-2017 Farmers Market Contract
5. Resolution 2016205 Engineering Services for Repair of Cemetery Wall
6. Resolution 2016206 Fall Recreation Programs
7. Resolution 2016207 Proposed Removal of Street Light on Hutton Street in Rhinecliff
8. Resolution 2016208 Adopting Local Law No. ___ of 2016 Entitled "A Local Law Amending Chapter A-130 of the Town of Rhinebeck Code with Regard to the Composition, Appointment and Terms of the Recreation Advisory Committee"

I. New Business

J. Public Comment on Non-Agenda Items

K. Adjournment

Town of Rhinebeck
Regular Board Meeting
Minutes
July 25, 2016 6:45 pm

Draft of 8/18/2016 3:15 PM

Supervisor Spinzia called the meeting to order at 6:49 pm

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

Absent: None

Others Present: Art Brod, Town Planning Consultant
Ryan Dowden, Chair, Conservation Advisory Board
Frank Mazzarella, TTSM Park Committee Architect
Sally Mazzarella, TTSM Park Committee
Bill McGann, Assessor
Melodye Moore, Chair, Planning Board
Jennifer Mund, Assessor
Lisa Rosenthal, Board of Assessment Review
Sharron Sherrod, Planning Board
Joel Tyner, County Legislator
Donna Van Voorhis, Assessors Aide
John Wolham, NYS Department of Taxation and Finance, Office
of Real Property Tax Services
1 member of the public
1 member of the press

Recording Secretary: Jon Gautier

The Pledge of Allegiance was recited.

A. Approval of Prior Minutes

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

1. June 27, 2016 Regular Town Board Meeting
2. June 30, 2016 Special Town Board Meeting
3. July 11, 2016 Special Town Board Meeting

B. Announcements

1. Councilperson Gelb announced the hiring of a new Planning clerk and a new Zoning Board of Appeals clerk and said their hours are posted in the Town Hall and on the Town website.

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C. Public Hearing

1. At 6:55 pm, the Supervisor opened the continued public hearing on A Local Law Repealing Chapter 78, Historic Buildings, and Amending Chapter 125, Zoning, of the Town of Rhinebeck Code and entered the attached written comment from Warren T. Smith into the record. No one wishing to be heard, the public hearing was closed at 7:13 pm.

D. Presentations

1. Assessor Jennifer Mund and John Wolham of the NYS Department of Taxation and Finance, Office of Real Property Tax Services gave the attached presentation on property assessment in Rhinebeck.

E. Resolutions

1. Resolution 2016186 Preliminary Accounts Payable Abstract 7, V754-V868, 83 Checks for \$115,187.87

Motioned by Supervisor Spinzia
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016186 Preliminary Accounts Payable Abstract 7, V754-V868, 83 Checks for \$115,187.87 adopted 5-0.

2. Resolution 2016187 Capital Project Abstract, 4 Checks for \$15,490.00

Motioned by Supervisor Spinzia
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016187 Capital Project Abstract, 4 Checks for \$15,490.00 adopted 5-

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0.

3. Resolution 2016188 Budget Transfers and Amendments

Motioned by Supervisor Spinzia
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016188 Budget Transfers and Amendments adopted 5-0.

4. Resolution 2016189 Acceptance of 2016 Highway Materials Bids

Motioned by Councilperson Roberts
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016189 Acceptance of 2016 Highway Materials Bids adopted 5-0.

5. Resolution 2016190 Appointment to the Aging Committee

Motioned by Councilperson Fernandez
Seconded by Councilperson Roberts

Voice Vote:

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

Resolution 2016190 Appointment to the Aging Committee adopted 5-0.

6. Resolution 2016191 Summer Recreation Hire

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Motioned by Deputy Supervisor Scherr
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016191 Summer Recreation Hire adopted 5-0.

7. Resolution 2016192 Appointments to the Recreation Advisory Committee

Resolution 2016192 amended on the floor by unanimous voice vote (Scherr motion; Spinzia second) to remove nominee Garcia.

Motioned by Supervisor Spinzia
Seconded by Deputy Supervisor Scherr

Voice Vote:

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

Resolution 2016192 Appointments to the Recreation Advisory Committee adopted 5-0 as amended.

8. Resolution 2016193 Change of Plans for Development of Thomas Thompson-Sally Mazzarella Park Athletic Field from Artificial Turf to Natural Grass

Resolution 2016193 amended on the floor by unanimous voice vote (Scherr motion; Spinzia second) to require written advice from Weston & Sampson confirming the stated finding.

Motioned by Supervisor Spinzia
Seconded by Councilperson Roberts

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Scherr	Aye
Councilperson Fernandez	Aye

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Councilperson Gelb	Aye
Councilperson Roberts	Aye

Resolution 2016193 Change of Plans for Development of Thomas Thompson-Sally Mazzarella Park Athletic Field from Artificial Turf to Natural Grass adopted 5-0 as amended.

9. Resolution 2016194 Expansion of Town Hall Phone System

Motioned by Supervisor Spinzia
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016194 Expansion of Town Hall Phone System adopted 5-0.

10. Resolution 2016195 Liquidation of Loan Between Part-Town Fund and Capital Project Fund for Grant Writer

Motioned by Supervisor Spinzia
Seconded by Deputy Supervisor Scherr

Voice Vote:

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

Resolution 2016195 Liquidation of Loan Between Part-Town Fund and Capital Project Fund for Grant Writer adopted 5-0.

11. Resolution 2016196 Liquidation of Due To/Due From Amount Between General Fund and CD Fund

Motioned by Supervisor Spinzia
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016196 Liquidation of Due To/Due From Amount Between General Fund and CD Fund adopted 5-0.

12. Resolution 2016197 Hiring Additional Seasonal Help for Maintenance Department

Motioned by Councilperson Fernandez
Seconded by Deputy Supervisor Scherr

Voice Vote:

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

Resolution 2016197 Hiring Additional Seasonal Help for Maintenance Department adopted 5-0.

13. Resolution 2016198 Request for Proposal Thomas Thompson-Sally Mazzarella Community Park Pavilion Project

Motioned by Supervisor Spinzia
Seconded by Deputy Supervisor Scherr

Voice Vote:

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

Resolution 2016198 Request for Proposal Thomas Thompson-Sally Mazzarella Community Park Pavilion Project adopted 4-0.

14. Resolution 2016199 Commencing the Local Law Adoption Process for Local Law No. __ of 2016 Entitled "A Local Law Amending Chapter A-130 of the Town of Rhinebeck Code With Regard to the Composition, Appointment and Terms of the Recreation Advisory Committee"

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Motioned by Supervisor Spinzia
Seconded by Councilperson Fernandez

Voice Vote:

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

Resolution 2016199 Commencing the Local Law Adoption Process for Local Law No. __ of 2016 Entitled "A Local Law Amending Chapter A-130 of the Town of Rhinebeck Code With Regard to the Composition, Appointment and Terms of the Recreation Advisory Committee" adopted 5-0.

15. Resolution 2016200 Adopting Amended Local Law No. __ of 2016 Entitled "A Local Law Repealing Chapter 78, Historic Buildings, and Amending Chapter 125, Zoning, of the Town of Rhinebeck Code"

Motioned by Supervisor Spinzia
Seconded by Deputy Supervisor Scherr

Roll Call Vote:

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

Resolution 2016200 Adopting Amended Local Law No. __ of 2016 Entitled "A Local Law Repealing Chapter 78, Historic Buildings, and Amending Chapter 125, Zoning, of the Town of Rhinebeck Code" adopted 3-2.

F. Discussion Items

The Board discussed the hard copy distribution of the Committee for the Aging newsletter.

G. Public Comment on Non-Agenda Items

County Legislator Joel Tyner spoke on a number of issues.

H. Adjournment

The Board adjourned by unanimous voice vote at 8:55 pm.

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Respectfully submitted,

Jon Gautier
Town Clerk

TOWN OF RHINEBECK
RESOLUTION NO. 2016201

PRELIMINARY ACCOUNTS PAYABLE ABSTRACT 8

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Accounts Payable Abstracts 8; 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 8 are approved for payment.

TOWN OF RHINEBECK

RESOLUTION NO. 2016202

CAPITAL PROJECTS ABSTRACT, 5 CHECKS FOR \$2,069.31

WHEREAS, the Town Bookkeeper has submitted the attached Capital Project Abstract, 5 Checks for \$2,069.31 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, 5 Checks for \$2,069.31 is approved for payment.

TOWN OF RHINEBECK

RESOLUTION NO. 2016203

BUDGET TRANSFERS AND AMENDMENTS

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

now, therefore, be it

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

TOWN OF RHINEBECK

RESOLUTION NO. 2016204

RHINEBECK FARMERS' MARKET, LTD. CONTRACT 2016-2017

WHEREAS, the Rhinebeck Farmers' Market, Ltd. wishes to conduct a Winter Farmers' Market in the Town Hall on various Sundays from December 2016 through April 2017, which Sundays have been reserved for the Winter Farmers' Market; and

WHEREAS, the Town Board and Rhinebeck Farmers' Market, Ltd. have negotiated the attached contract to their mutual agreement; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to execute an agreement in substantially the same form as that attached with Rhinebeck Farmers' Market, Ltd. with respect to the Winter Farmers' Market 2016-2017.

AGREEMENT RELATING
TO
WINTER FARMERS' MARKET
2016-2017

AGREEMENT, dated as of _____, 2017, between the TOWN OF RHINEBECK, Dutchess County, New York, hereinafter referred to as "Town" and the RHINEBECK FARMERS' MARKET, LTD., Dutchess County, New York, hereinafter referred to as "Market."

WHEREAS, the Town owns the town hall located 80 East Market Street in the Town of Rhinebeck; and

WHEREAS, the Market is desirous of operating a farmers' market during the winter months in the auditorium of the town hall; and

WHEREAS, the Town is willing to allow such use of the town hall auditorium on the terms provided herein and so long as the premises are not required for municipal purposes during the term of this agreement;

NOW, THEREFORE, in consideration of the material covenants contained herein, it is agreed as follows:

1. The Town hereby grants to the Market the use of the town hall auditorium for the purpose of operating a winter farmers' market on the Sundays specified on Exhibit A (the "Scheduled Days").
2. The winter farmers' market shall be open to the public without entry fee from 10:00 AM until 2:00 PM on the Scheduled Days. The Market may open the town hall auditorium no earlier than 8:00 AM and use the auditorium until 4:00 PM on Scheduled Days for access by vendors, members of the Market's board of directors, and individuals contracting to operate the market on behalf of the Market.
3. The town hall shall be available at 8:00 AM on Scheduled Days for use by the Market, or shall provide a key to a person designated by the Market to obtain a key to the town hall, and the Market shall be responsible to lock the town hall after its use on Scheduled Days, including turning off the lights and fans in those parts of the building used by the Market. A key to the town hall shall be given to a person designated by the Market. Upon the execution of this Agreement, the

Farmer's Market shall pay to the Town a security deposit in the amount of \$150.00 to insure the return of the key. The key shall be given to one officer or employee of the Farmer's Market and shall not be left in the shed. One person from the Farmer's Market shall use the key to unlock the locks and keep the key in his or her possession for the season. Upon termination of the Lease Agreement, provided that there has been no breach of this provision, the security deposit shall be returned to the Farmer's Market. In the event the key is lost, the \$150.00 security deposit shall be retained by the Town as liquidated damages for the key.

4. The Town grants to the Market on the Scheduled Days the use of the men's room and ladies' room, subject to the obligation to clean those facilities as provided in Section 9 below.

5. a. The Town grants to the Market on the Scheduled Days the use of the town hall main entrance and back entrance into the auditorium for the general public from 10:00 AM until 2:00 PM, and for vendors and individuals retained as contractors for the purpose of operating the winter farmers' market from 8:00 AM until 4:00 PM.

b. With respect to the parking area behind the town hall, the Market recognizes that the neighbor adjacent to that parking area owns certain property rights with respect to that area. The Market will instruct Market vendors not to back up into the hedges of that neighbor and to block egress and ingress to the driveway from the parking area to that neighbor's driveway and, furthermore, to move vehicles upon request of that neighbor which may block use of the neighbor's driveway. The Market will ensure that trucks connected with the Market do not park in that area and use the area solely to load and unload.

c. The Market shall not use any of the audio equipment on the stage in the auditorium.

6. The term of this agreement shall be from the date hereof to April 30, 2017. The Town may terminate this agreement upon ten (10) days' prior written notice to the Market if (a) the Market is acting in breach of this agreement, the Town gives the Market notice of the breach ten (10) days prior to the next Scheduled Day, and such breach continues on the next Scheduled Day or (b) the Town Board

determines that the premises are required for municipal purposes during term of this agreement, on all, or a portion of, the Scheduled Days. The Scheduled Days for the operation of the Farmer's Market during the term of this Agreement are annexed hereto as Exhibit A.

7. The Market will indemnify and hold harmless the Town from any and all losses, costs, claims, suits, and judgments (including attorneys' fees and costs) resulting directly or indirectly from the Market's use of the town hall, including personal injury, damage or theft of property located in the town hall, whether such property is owned by the Town or by others.

8. The Market agrees to and shall obtain, maintain and pay for liability insurance against bodily injury and property damage in the amount of one million dollars with the policy designating the Town as an additional named insured. Prior to the Market commencing the winter farmers' market and any and all preparation or activity with respect thereto, the Market shall furnish to the Town, certificates and evidence of such insurance with proof of payment of all premiums for the period of the winter market operation. In addition, a certificate of insurance from each vendor in amounts to be determined from time to time by the Market with the Town as a named insured, shall be furnished to the Town prior to the entry of such vendor into the operation.

9. a. The Market recognizes that the Town cannot ensure that the premises will be in reasonably clean condition at 8:00 AM on Sunday morning, particularly when the premises are used on Saturdays. The premises are leased by the Town to the Farmer's Market in "as is" condition. The Market shall pay to the Town liquidated damages in the amount of \$100.00 in the event that food scraps are left outside the backdoor after the closure of the Farmer's Market for the weekend.

b. The Market shall, at its sole expense, keep and maintain the premises in good and reasonably clean condition at all times during the operation of the winter farmers' market on the Scheduled Days. The Market, at its sole expense, shall clean up any and all refuse, debris, garbage and other items, substances, materials and any other elements involved in its use of the town hall, including the men's

room and ladies' room, and leave the premises in the same condition existing prior to the preparation for and commencement of the function upon any day of operation of the winter farmer's market, including restoring after the public hours have concluded and before vendors, contractors and Market board members have left for the day, all tables and chairs to the locations in which they were prior to such use by the Market as shown on the diagram on the wall of the auditorium. In the event that the Town shall be required to perform any of the foregoing, upon the failure of the Market to do so, the Market shall pay the Town as liquidated damages for each such occurrence at the rate of fifty dollars (\$50) per hour for each hour or part thereof required to restore those parts of the town hall not restored by the Market to the condition the town hall was in at the start of the each Schedule Day as required by this agreement.

c. The Market shall conserve heat in the town hall by closing doors and not propping open doors.

d. The Market shall ensure that Market vendors do not back up trucks onto the front entrance of the town hall and that, if the front door of the town hall is used for loading and unloading this will be done from the street.

e. The Market shall take away all debris from its use of the town hall and not leave any debris around the town hall including around the rear entrance to the town hall.

f. The Market shall use its best efforts to prevent marring of the floors of town hall and avoid the chipping of paint. In this connection, the Market shall instruct its vendors to not drag boxes, crates and other containers across the floors, but rather to lift and carry such materials. In addition, the Market shall instruct its vendors to not pile materials directly against the walls and the stage without protective covering such as cardboard, blankets and the like so as to not chip the paint.

10. The Market shall insure that there will be no cooking of food or beverages in the town hall; provided however, the Market may permit the sale of hot cider. Notwithstanding the foregoing, the Market may allow tastings of foods prepared by Market vendors off premises and requiring no heating element within town hall. In addition, no

alcoholic beverages shall be sampled or sold for consumption within the town hall; provided however, bottles of wine may be sold for later consumption and tastings of the bottles of wine offered for sale may be offered by authorized wine vendors in the town hall auditorium to persons over the age of twenty one (21), provided there is compliance with any applicable state law regulating the sale and tasting of alcohol. For the purposes of this Agreement, the term "tasting" of food or beverages shall mean single bite servings. The Market and its vendors shall be jointly and severally responsible for any damages or claims resulting from the sale or tasting of food or wine at the Market. The Market shall provide a staff member at the entrance to the town hall who will ensure that, except as provided herein, no food products will be brought into the town hall for consumption on the premises.

11. The Market may, on Scheduled Days, during the hours of 10:00 AM to 2:00 PM, provide storytelling to children, provided that no children will be permitted to enter upon the auditorium stage or court benches and all such activities shall be appropriate for all age groups and shall be situated in such a manner to avoid interference with entry and egress to the building and any rooms therein. The Market may also provide live musical entertainment of a manner suitable for all age groups and shall not create a nuisance upon neighboring properties.

12. The Market, at its sole expense, on the Scheduled Days shall have signage rights to place temporary signs at the entrance to the town hall parking lot and near the front entrance to town hall which signage shall be in accordance with applicable rules and regulations of both the Town and the Village of Rhinebeck and shall be removed at the end of each of the Scheduled Days.

13. The Market will notify Rhinebeck Village Police at least two days prior to each Scheduled Day. In addition, the Market will provide an adult volunteer or employee to monitor periodically the main entrance of the town hall and the rear doors. The lower level of the town hall is off limits and the Market will block off the stairway leading to the basement using tape, chairs or another barrier. The Market will ask its vendors not to park trucks in front of the property of neighbors of

the town hall along East Market Street and, if any such trucks are so parked, the Market will ask the vendor to move the vehicles.

14. This agreement and the operation of the winter farmers' market shall be subject to any additional rules, regulations and requirements which the Town solely determines necessary, reasonable or appropriate and reasonable notice thereof shall be given by the Town to the Market.

15. The Market shall pay the Town Clerk a fee of one hundred forty five dollars (\$145) at least two days prior to each use of the town hall on a Scheduled Day.

16. The Market may use the electricity source available in the auditorium and the Market may allow such use to vendors at the winter Farmers' Market. The Market may not adjust the heat in the Town Hall on Scheduled Days. If a heat adjustment is required, a request shall be made by the Market to the Town Clerk.

17. In the event there is a snowfall which has not been cleared by the Town's maintenance department, the Market by 8:00 A.M. on each Scheduled Day shall remove at its expense the snow around the town hall, including entrances, sidewalks, pathways and parking lots that are used by the winter farmers' market, in the manner done so by the Town's maintenance department.

18. The Market may use the stage in front of the curtain only and may not use any other portion of the stage nor may the Market use or interfere with the server and ongoing record project currently located in back of the curtain on the stage. The curtain must remain closed at all times during operation of the Farmer's Market.

19. The Market and the Town are and shall remain separate entities with no relationship, rights or responsibilities other than as expressed in this agreement and no one involved in the operation of the winter farmers' market shall be, become, or be deemed as an employee, representative or agent of the Town.

20. This agreement may not be changed, altered or modified except by agreement in writing and signed by the parties.

21. In the event (a) of a Declaration of a State of Emergency by the Town Supervisor, County Executive, Governor of the State of New York or President of the United States, or (b) the Town Board shall determine, that an emergency exists, in either event, requiring the use of the auditorium for municipal purposes, the Town shall use reasonable efforts to give immediate notice to the Market, personally, by telephone other reasonable means at the Town's discretion, whereupon this Agreement shall be suspended during the period that such emergency exists, upon receipt of said notice by the Market.

22. Notices may be given personally, by fax, or by certified mail return receipt requested and shall be effective upon receipt as follows:

To the Town:

Town Supervisor
 Town of Rhinebeck
 80 East Market Street
 Rhinebeck, NY 12572
 (845) 876-3409
 town.supervisor@rhinebeck-ny.gov

To the Market:

Ken Migliorelli, President
 Rhinebeck Farmers' Market, Ltd.
 46 Freeborn Lane
 Tivoli, NY 12583
 (914) 760-5843
 ken@migliorelli.com

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

<p>TOWN OF RHINEBECK</p> <p>By:</p> <p>_____</p> <p>Town Supervisor</p>	<p>RHINEBECK FARMERS' MARKET, LTD.</p> <p>By:</p> <p>_____</p> <p>President</p>
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SCHEDULE A

Dates of 2016-2017 Rhinebeck Farmers Market

December 4, 2016

December 11, 2016

December 18, 2016

January 15, 2017

January 29, 2017

February 12, 2017

February 26, 2017

March 12, 2017

March 26, 2017

April 9, 2017

April 23, 2017

TOWN OF RHINEBECK

RESOLUTION NO. 2016205

CONTRACT WITH WESTON & SAMPSON FOR ENGINEERING SERVICES IN CONNECTION WITH RECONSTRUCTION OF CEMETERY RETAINING WALL

WHEREAS, a certain 100-year old retaining wall at the Town Cemetery requires restoration; and

WHEREAS, the Town has received the attached letter proposal and agreement from the firm of Weston & Sampson for professional engineering services in connection with the restoration project including survey, mapping, design, contract documents, bid administration and construction administration; now, therefore, be it

RESOLVED, that the proposal is accepted, and the Town Supervisor is authorized to sign the attached letter agreement in the same or substantially the same form.

July 29, 2016

Hon. Elizabeth Spinzia, Supervisor
Town of Rhinebeck
80 East Market Street
Rhinebeck, New York 12572

Re: Town of Rhinebeck Cemetery Retaining Wall – Proposal for Engineering Services

Dear Supervisor Spinzia:

Weston & Sampson is pleased to present this proposal for engineering services in connection with preparing contract documents for the reconstruction of the stone retaining wall that fronts the cemetery on Route 9. Our services are intended to be complete and include survey and mapping of the project area, design and detailing of the new wall, preparation of contract documents for public bidding of the work, and additionally the services associated with administering the bidding process and the construction process. We have grouped the proposed fees such that you can select the services that you would like us to perform.

The retaining wall is in excess of 100 years old and consists of bluestone facing with a rubble back up. The wall lacks a proper drainage medium behind the wall to convey away water, which has resulted in water being trapped in the soil strata and years of freezing and expanding of the trapped water has resulted in the movement and deterioration of the wall. The proposed fix is to reconstruct the wall in a fashion similar in appearance to its original, but with proper drainage and details of construction. To accomplish this we propose the following scope of work.

SCOPE OF WORK

1. Survey/Mapping

Prepare a survey of the work corridor the length of the wall from the edge of pavement to 10' behind the wall, picking up spot elevations along cross sections spaced every 25', to produce a map with One Foot (1') contour interval based on a local assumed datum. This map is important for us to use as a basis of design that accurately depicts the conditions and extent of the work.

2. Design and Contract Documents

Prepare the design of the wall replacement including plans, details and technical specifications that describe the work. Specific elements of the contract documents include;

- Base Map of the wall and details of proposed construction including backfills and drainage.
- Technical specifications of work prepared in Construction Specifications Institute (CSI) 5-digit format
- Prepare construction contracts utilizing the EJCDC Contracts and General Conditions (Funding Edition), which is our standard format for projects in NYS that might be subject to special grant and funding requirements. Many funding agencies require the use of this contract.
- Prepare Public Notice and other standard front-end documents to support the Public Bidding process. At this time, we have assumed that this work will not require that the contractor(s) provide bid or construction bonds.

- Assemble all documents into a Contract Document book
 - Provide 10 sets of documents for bidding
3. Bidding Administration
- Administer the bidding process on behalf of the Town
 - Issue Contract Documents to prospective contractors (from our office and Town Hall)
 - Respond to questions, issue addenda (if necessary)
 - Attend bid opening, tabulate bids, and make a formal recommendation of award
4. Construction Administration
- Administer the construction process on behalf of the Town
 - Prepare conformed contracts for all parties (3 sets)
 - Schedule and conduct a pre-bid meeting with contractors and Town staff
 - Review contractors' shop drawings and submittals
 - Process contractors' monthly payment requests (2 estimated)
 - Perform three site visits
 - Contract close-out

PROPOSED FEES

1. Survey/Mapping	\$1,500
2. Design and Contract Documents	\$8,950
3. Bid Administration	\$1,500
4. Construction Administration	\$4,000

We appreciate the opportunity to serve the Town of Rhinebeck on this project. If you have any questions or need further information, please don't hesitate to contact us at 518-463-4400 or by email at budrowj@wseinc.com.

Very truly yours,

WESTON & SAMPSON



Jeffery F. Budrow, PE
Senior Associate

JFB/abp

Accepted by: _____

Date: _____

Title: _____

TOWN OF RHINEBECK
RESOLUTION NO. 2016206
RECREATION PROGRAMS

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

Event/Program	Day & Time	Date(s)	Place	Cost to Participant	Staffing & Fee
Recreational Volleyball	Mondays TBD	Session 1: 9/19/16-12/19/16 Session 2: 1/2/17-6/19/17	TBD	\$40/session	Jason Browne 65% of collected fees
Adult Basketball	Tuesdays TBD	Session 1: 9/20/16-12/20/16 Session 2: 1/3/17-6/20/17	TBD	\$40/session	Patrick Kelly 65% of collected fees
Competitive Volleyball	Mondays TBD	Session 1: 9/19/16-12/19/16 Session 2: 1/2/17-6/19/17	TBD	\$40/session	Bob Smith 65% of collected fees
Youth Basketball	Saturdays TBD	10 classes beginning 10/29/16 ending 2/11/17	TBD	\$40/child	Willie Sanchez \$100/day Two assistants to be hired @ \$9/hour

, now, therefore, be it

RESOLVED, that the above programs are approved.

TOWN OF RHINEBECK

RESOLUTION NO. 2016207

**CENTRAL HUDSON STREET LIGHTING AUTHORITY ORDER FOR REMOVAL OF
STREET LIGHT ON HUTTON STREET**

WHEREAS, the owner of a property on Hutton Street in Rhinecliff has requested that Central Hudson remove the street light attached to Central Hudson pole P20000; and

WHEREAS, the Board is in receipt of the attached Street Lighting Authority Order from Central Hudson, which requires the Town's authorization for removal of the streetlight; and

WHEREAS, before authorizing removal of the streetlight, the Board wishes to notify neighboring property owners affected by the proposed removal and give them the opportunity to be heard; and

WHEREAS, the Board also wishes to obtain the opinion of the Town Highway Superintendent; now, therefore, be it

RESOLVED, that the Town Clerk is directed to ensure that local property owners have been notified of the proposed removal, and have had the opportunity to voice their opinion on the matter, and to report back to the Board prior to the next regularly scheduled Board meeting; and, be it further

RESOLVED, that the Board requests the Highway Superintendent consider the removal and inform the Board of his findings.

CENTRAL HUDSON GAS & ELECTRIC CORPORATION
284 SOUTH AVENUE
POUGHKEEPSIE, NY 12601-4879
(845) 452-2700

STREET LIGHTING AUTHORITY ORDER

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TOWN OF RHINEBECK
80 E MARKET ST
RHINEBECK NY 12572-1608

ORDER NO.: H5-05415
ACCOUNT NO.: 5411-1280-00
DATE: 08/08/16

J506247

TO CENTRAL HUDSON GAS & ELECTRIC CORPORATION:

YOU ARE HEREBY AUTHORIZED TO MAKE CHANGES SPECIFIED BELOW TO THE STREET LIGHTING SERVICE FOR THE RHINECLIFF LGTG DIST IN ACCORDANCE WITH A RESOLUTION DULY ADOPTED AS PROVIDED BY LAW BY THE _____ (COUNCIL/BOARD OF THE _____ OF _____ AT A MEETING HELD ON _____, 20__ AS FOLLOW

ACTION:

INSTALL OR REMOVE	TYP & SIZE OF LAMP	POLE NO	RATE **	MAP & GRID	LOCATION	DATE COMPLETE	ADJ AMT
REMOVE	LED	3600	20000	A 090	HUTTON AVE		12.21CR

RM STREERLIGHT @ 14 HUTTON PER RESIDENTS

- ** A. COMPANY OWNED AND MAINTAINED; ANNUAL OR SEASONAL SERVICE
- ** B. CUSTOMER OWNED/COMPANY MAINTAINED
- ** C. CUSTOMER OWNED/CUSTOMER MAINTAINED

THESE CHANGES ARE SUBJECT TO THE TERMS OF THE EXISTING STREET LIGHTING SERVICE CLASSIFICATIONS. DOES NOT INCLUDE THE COST OF ELECTRICITY.

MUNICIPALITY _____ BY _____

_____, 20 _____ TITLE _____

W.O.NO. 6684R DATE WORK COMPLETED _____ BY _____

TOWN OF RHINEBECK

RESOLUTION NO. 2016208

ADOPTING LOCAL LAW NO. ___ OF 2016 ENTITLED "A LOCAL LAW AMENDING CHAPTER A-130 OF THE TOWN OF RHINEBECK CODE WITH REGARD TO THE COMPOSITION, APPOINTMENT AND TERMS OF THE RECREATION ADVISORY COMMITTEE"

WHEREAS, proposed Local Law No. ___ of 2016 entitled: "A Local Law Amending Chapter A-130 of the Town of Rhinebeck Code with Regard to the Composition, Appointment and Terms of the Recreation Advisory Committee" was duly introduced, noticed and scheduled for public hearing, as required by law; and

WHEREAS, the public hearing on the adoption of said Local Law was opened on August 22, 2016 and closed on that same date; and

WHEREAS, the Town Board has determined that this is a Type II action under SEQRA which does not require environmental review; now therefore be it

RESOLVED, that the Town Board hereby adopts Local Law No. ___ of 2016 entitled: "A Local Law Amending Chapter A-130 of the Town of Rhinebeck Code with Regard to the Composition, Appointment and Terms of the Recreation Advisory Committee"; and, be it further

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

TOWN OF RHINEBECK

LOCAL LAW NO. ___ OF 2016

**A LOCAL LAW AMENDING CHAPTER A-130 OF THE TOWN OF RHINEBECK
CODE WITH REGARD TO THE COMPOSITION, APPOINTMENT AND TERMS OF
THE RECREATION ADVISORY COMMITTEE**

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

SECTION 1. TITLE.

This local law shall be known as “A Local Law Amending Chapter A-130 of the Town of Rhinebeck Code with regard to the Composition, Appointment and Terms of the Recreation Advisory Committee”.

SECTION 2. PURPOSE AND INTENT.

The purpose of this local law is to amend §130-2 of Local Law No. 4 of 2016 to provide for different provisions than are contained in the original section of the law with regard to the removal of Recreation Committee members.

SECTION 3. AMENDMENT.

a. The last sentence of §130-2 of the Town Code which reads “A member of the Recreation Committee who misses three consecutive meetings without just cause, or fails to actively participate in the functions of the Recreation Committee, may be removed by the Town Board upon written charges presented by the Town Board and a public hearing thereon” is hereby repealed in its entirety.

b. Section 130-2 of the Town Code is hereby amended to add the following provision at the end of said section which reads as follows:

“Members of the Recreation Committee shall serve at the pleasure of the Town Board for their appointed terms. A member of the Recreation Committee who misses three consecutive meetings without just cause, fails to actively participate in the functions of the Recreation Committee, fails to fill his or her duties, or who exhibits disruptive behavior may be removed by resolution of the Town Board upon written charges presented by the Town Board and a private or public hearing thereon.

SECTION 4. SUPERSESSION.

This local law is hereby adopted pursuant to the provisions of §10 of the New York State Municipal Home Rule Law. It is the intent of the Town Board to supersede any provisions of the

New York State Town Law and Chapter A-130 of the Town Code to the extent that they may be inconsistent with the provisions of this Local Law.

SECTION 6. EFFECTIVE DATE.

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