

**Town of Rhinebeck
Special Board Meeting
Agenda
January 11, 2016 6:45 pm**

Draft 1/8/2016 11:02:46 AM

A. Call to Order

B. Pledge of Allegiance

C. Approval of Prior Minutes

1. December 14, 2015 Regular Town Board Meeting

D. Announcements

E. Committee & Liaison Reports

F. Resolutions

1. Resolution 2016035 Preliminary Accounts Payable Abstracts VAP1-VAP44, 35 Checks for \$17,582.07
2. Resolution 2016036 Preliminary Abstract 1A of 2016 V45-V71, 8 Checks for \$25,268.63
3. Resolution 2016037 Capital Project Abstract, 1 Check for \$1,155.00
4. Resolution 2016038 Budget Transfers and Amendments
5. Resolution 2016039 Authorizing Town Supervisor to File Annual Report with the State Comptroller
6. Resolution 2016040 Sharing of Mini-Excavator Pursuant to County Grant
7. Resolution 2016041 Sharing of Bucket Truck Pursuant to County Grant
8. Resolution 2016042 Contract with the Chazen Companies for Landfill Reporting and Sampling
9. Resolution 2016043 2016 Maintenance Contracts
10. Resolution 2016044 Annual 284 Agreement for the Expenditure of Highway Monies
11. Resolution 2016045 Town Hall Use Application

G. New Business

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H. Discussion Items

1. Municipality public portal

I. Public Comment on Non-Agenda Items

J. Adjournment

**Town of Rhinebeck
Regular Board Meeting
Minutes**

December 14, 2015 6:45 pm

Draft of 1/8/2016 9:08 AM

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

Present: Supervisor Elizabeth Spinzia
Deputy Supervisor Joseph Gelb
Councilperson Elaine Fernandez
Councilperson Allan Scherr
Councilperson Bruce Washburn

Absent: None

Others Present: Scott Cruikshank, Village Trustee
Bob Ellsworth, Chair, Thompson Mazzarella Park Committee
Kathy Kinsella, Highway Superintendent
Sally Mazzarella, Thompson Mazzarella Park Committee
Warren Replansky, Town Attorney
Ed Roberts, Town Councilperson-Elect
Barry Sherrod, Highway Superintendent-Elect
Warren Smith, Historic Structures Committee
Heath Tortarella, Village Mayor
Howie Traudt, Village Trustee
Joel Tyner, County Legislator
1 member of the public

Recording Secretary: Jon Gautier

The Pledge of Allegiance was recited.

A. Approval of Prior Minutes

The minutes of the November 23, 2015 Regular Town Board Meeting were approved by unanimous voice vote.

B. Announcements

Supervisor Spinzia said the Town Hall would be closed on Christmas Day.

C. Public Hearings

1. Supervisor Spinzia opened the public hearing for the Vanderburgh Cove Sewer District 2016 Budget at 6:47 pm. No one wishing to be heard, the public hearing was closed by unanimous voice vote at 6:49 pm.

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2. Supervisor Spinzia opened the public hearing for the Rhinecliff Fire Department 2016 Contract at 6:47 pm. No one wishing to be heard, the public hearing was closed by unanimous voice vote at 6:49 pm.
3. Supervisor Spinzia opened the public hearing for the Hillside Fire Department 2016 Contract at 6:47 pm. No one wishing to be heard, the public hearing was closed by unanimous voice vote at 6:50 pm.

D. Resolutions

1. Resolution 2015269 Preliminary Abstract 12, V1280-1363, 67 Checks for \$195,449.83

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2015269 Preliminary Abstract 12, V1280-1363, 67 Checks for \$195,449.83 adopted 5-0.

2. Resolution 2015270 Capital Project Abstract, 12 Checks for \$261,051.65

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2015270 Capital Project Abstract, 12 Checks for \$261,051.65 adopted 5-0.

3. Resolution 2015271 Budget Transfers and Amendments

Motioned by Supervisor Spinzia

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Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2015271 Budget Transfers and Amendments adopted 5-0.

4. Resolution 2015272 Authorizing the Town Attorney to Execute a Tolling Agreement with Red Wing Properties, Inc.

Motioned by Supervisor Spinzia
Seconded by Deputy Supervisor Gelb

Voice Vote:

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

Resolution 2015272 Authorizing the Town Attorney to Execute a Tolling Agreement with Red Wing Properties, Inc. adopted 5-0.

5. Resolution 2015273 Hiring Auditor for Certain Town Departments (Doty)

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2015273 Hiring Auditor for Certain Town Departments (Doty)
adopted 5-0.

6. Resolution 2015274 Hire Assistant Basketball Coach for Recreation Program (Graziadio)

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Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution 2015274 Hire Assistant Basketball Coach for Recreation Program (Graziadio) adopted 5-0.

7. Resolution 2015275 Recreation Fitness Class and Adult Soccer Program

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Resolution 2015275 amended on the floor by unanimous voice vote to make approval of the basketball program contingent on the existence of insurance coverage for it.

Voice Vote:

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

Resolution 2015275 Recreation Fitness Class and Adult Soccer Program adopted 5-0 as amended.

8. Resolution 2015276 Transferring Monies from Fund Balance to Capital Account for Thomas Thompson-Sally Mazzarella Park Development

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

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

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Resolution 2015276 Transferring Monies from Fund Balance to Capital Account
for Thomas Thompson-Sally Mazzarella Park Development adopted 4-0.

E. New Business

1. Resolution No. 2015277 Adopting 2016 Vanderburgh Cove Sewer District Budget

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution No. 2015277 Adopting 2016 Vanderburgh Cove Sewer District
Budget adopted 5-0.

2. Resolution No. 2015278 Approving 2016 Contract with Rhinecliff Fire District

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution No. 2015278 Approving 2016 Contract with Rhinecliff Fire District
adopted 5-0.

3. Resolution No. 2015279 Approving 2016 Contract with Hillside Fire District

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

Supervisor Spinzia	Aye
Deputy Supervisor Gelb	Aye

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Councilperson Fernandez	Aye
Councilperson Scherr	Aye
Councilperson Washburn	Aye

Resolution No. 2015279 Approving 2016 Contract with Hillside Fire District adopted 5-0.

4. Resolution No. 2015280 Trail Construction at the Thomas Thompson-Sally Mazzarella Recreation Park

Motioned by Councilperson Scherr
Seconded by Supervisor Spinzia

Voice Vote:

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

Resolution No. 2015280 Trail Construction at the Thomas Thompson-Sally Mazzarella Recreation Park adopted 4-0.

5. Resolution No. 2015281 Creating Steering Committee for Municipal Shared Services Grant to Study Town/Village Highway Consolidation

Motioned by Supervisor Spinzia
Seconded by Councilperson Scherr

Voice Vote:

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

Resolution No. 2015281 Creating Steering Committee for Municipal Shared Services Grant to Study Town/Village Highway Consolidation adopted 5-0.

F. Discussion Items

The following items were discussed by the Board:

1. Local Adoption Plan for Village Water Treatment Plant

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2. Highway Consolidation Grant from County

G. Executive Session

At 8:06 pm by unanimous voice vote the Board retired to executive session to discuss collective negotiations pursuant to article fourteen of the civil service law.

H. Adjournment

The Board returned to regular session and adjourned by unanimous voice vote at 8:19 pm.

Respectfully submitted,

Jon Gautier
Town Clerk

TOWN OF RHINEBECK

RESOLUTION NO. 2016035

**PRELIMINARY ACCOUNTS PAYABLE ABSTRACTS VAP1-VAP44, 35 CHECKS FOR
\$17,582.07**

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Accounts Payable Abstracts VAP1-VAP44, 35 Checks for \$17,582.07, 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 VAP1-VAP44, 35 Checks for \$17,582.07 are approved for payment.

TOWN OF RHINEBECK
 PRELIMINARY ABS ACCTS PAYABLE VAP1-VAP44 35 CKS DUE DATE 1-11-1
 Executed By: krussell

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 TIME: 13:28:42
 DATE: 01/07/2016

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	====	==	=====	=====	=====	=====
						CHECK TOTAL (CHECK #:		14518) = \$ 200.00
Vendor: CENTRAL HUDSON			CENTRAL HUDSON GAS & ELECTRIC CORP			REMIT ADDRESS		
Invoice ID: 56091890022DC15			Invoice Date: 12/15/2015			Due Date: 01/11/2016		
2016	2015	1	No		000 -04 -5132-431	000 -200	VAP44 11/18-12/15/15 750 KWH	\$ 250.72
2016	2015	2	No		000 -04 -5132-431	000 -200	VAP44 11/18-12/15/15 GEN CR	\$ 250.72-
						INVOICE TOTAL (INVOICE ID: 56091890022DC15) = \$		0.00
2016	2015	1	No		000 -07 -8161-431	000 -200	VAP44 11/24-12/22/15 1602 KWH	\$ 176.25
Invoice ID: 58031183005DC15			Invoice Date: 12/15/2015			Due Date: 01/11/2016		
2016	2015	1	No		000 -06 -5720-431	000 -200	VAP44 10/22-12/21/15 968 KWH	\$ 85.25
Invoice ID: 58031920018DC15			Invoice Date: 12/15/2015			Due Date: 01/11/2016		
2016	2015	1	No		000 -07 -8810-431	000 -200	VAP44 10/21-12/21/15 984 KWH	\$ 85.50
						CHECK TOTAL (CHECK #:		14519) = \$ 347.00
Vendor: CHAZEN ENGINEER			CHAZEN ENGINEERING, LAND SURVEYING & INC			REMIT ADDRESS		
Invoice ID: 93297			Invoice Date: 12/11/2015			Due Date: 01/11/2016		
2016	2015	1	No		000 -07 -8160-451	000 -200	VAP6 10/31-11/27/15 SAMPLING	\$ 455.00
						CHECK TOTAL (CHECK #:		14520) = \$ 455.00
Vendor: CONSTELLATION NEWENERGY, INC			CONSTELLATION NEWENERGY, INC			REMIT ADDRESS		
Invoice ID: 29779669-0001			Invoice Date: 12/31/2015			Due Date: 01/11/2016		
2016	2015	1	No		000 -07 -8810-431	000 -200	VAP43 10/21-12/20/15 984 KWH	\$ 78.23
Invoice ID: 29779677			Invoice Date: 12/29/2015			Due Date: 01/11/2016		
2016	2015	1	No		000 -06 -5720-431	000 -200	VAP43 10/22-12/20/15 968 KWH	\$ 76.96
Invoice ID: 29820718-001			Invoice Date: 12/31/2015			Due Date: 01/11/2016		
2016	2015	1	No		000 -07 -8161-431	000 -200	VAP43 11/24-12/21/15 1602 KWH	\$ 127.36
						CHECK TOTAL (CHECK #:		14521) = \$ 282.55
Vendor: CORBALLY, GARTLAND & RAPPLEYEA			CORBALLY, GARTLAND & RAPPLEYEA, LLP			REMIT ADDRESS		
Invoice ID: 182481 KEH			Invoice Date: 12/10/2015			Due Date: 01/11/2016		
2016	2015	1	No		000 -01 -1355-452	000 -200	VAP7 NOV'15 WILLIAM PATRICK	\$ 154.50
						CHECK TOTAL (CHECK #:		14522) = \$ 154.50
Vendor: DAILY FREEMAN			DAILY FREEMAN			REMIT ADDRESS		
Invoice ID: 830903			Invoice Date: 11/24/2015			Due Date: 01/11/2016		
2016	2015	1	No		001 -07 -8010-449	001 -200	VAP8 M.CRAWFORD#910	\$ 44.55
						CHECK TOTAL (CHECK #:		14523) = \$ 44.55
Vendor: FRED CARTIER			FRED C. CARTIER SERVICES			REMIT ADDRESS		
Invoice ID: 1266			Invoice Date: 12/21/2015			Due Date: 01/11/2016		
2016	2015	1	No		001 -07 -8020-450	001 -200	VAP9 12/20 PLAN BRD MEET + DV	\$ 85.00
						CHECK TOTAL (CHECK #:		14524) = \$ 85.00
Vendor: HANSON, BRIAN			HANSON, BRIAN			REMIT ADDRESS		
Invoice ID: 2015 BOOTS			Invoice Date: 12/23/2015			Due Date: 01/11/2016		
2016	2015	1	No	2015-9089-	003 -08 -9089-801	003 -200	VAP29 2015 BOOT ALLOWANCE	\$ 149.79
Invoice ID: 2015 CLOTHING			Invoice Date: 12/20/2015			Due Date: 01/11/2016		
2016	2015	1	No	2015-9089-	003 -08 -9089-803	003 -200	VAP40 2015 CLOTHING	\$ 73.22
						CHECK TOTAL (CHECK #:		14525) = \$ 223.01
Vendor: HIGHWAY PART-TO			HIGHWAY PART-TOWN FUND			REMIT ADDRESS		
Invoice ID: 2015-CMTRY-NOV			Invoice Date: 12/01/2015			Due Date: 01/11/2016		
2016	2015	1	No		000 -07 -8810-450	000 -200	VAP11 36 GAL UNLEADED @ 1.637	\$ 58.93
Invoice ID: 2015-CMTRY-OCT			Invoice Date: 11/23/2015			Due Date: 01/11/2016		

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 Executed By: krussell

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 TIME: 13:28:42
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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT	
=====	==	=====	====	==	=====	=====	=====	=====	
2016	2015	1	No		000 -07 -8810-450	000 -200	VAP12 35.8 GAL UNLEADED @ 1.5 \$	54.88	
2016	2015	2	No		000 -07 -8810-412	000 -200	VAP12 39.4 GAL DIESEL @ 1.753 \$	69.07	
INVOICE TOTAL (INVOICE ID: 2015-CMTRY-OCT) = \$								123.95	
Invoice ID: SR VAN						Invoice Date: 12/03/2015		Due Date: 01/11/2016	
2016	2015	1	No		000 -05 -6772-480	000 -200	VAP10 LABOR FOR VAN BRAKE WOR \$	38.56	
2016	2015	2	No		000 -05 -6772-480	000 -200	VAP10 LABOR FOR VAN BRAKE/ROT \$	154.24	
INVOICE TOTAL (INVOICE ID: SR VAN) = \$								192.80	
CHECK TOTAL (CHECK #: 14526) = \$								375.68	
Vendor: KELLY, PAT				PAT KELLY				REMIT ADDRESS	
Invoice ID: 2015 BBALL						Invoice Date: 12/21/2015		Due Date: 01/11/2016	
2016	2015	1	No		000 -06 -7620-450	000 -200	VAP13 9/1-12/22/15 MENS BBALL \$	200.00	
CHECK TOTAL (CHECK #: 14527) = \$								200.00	
Vendor: KILMER, JOHN				KILMER, JOHN				REMIT ADDRESS	
Invoice ID: 2015 MEDI B						Invoice Date: 12/31/2015		Due Date: 01/11/2016	
2016	2015	1	No		003 -08 -9060-802	003 -200	VAP42 REIMBURSEMENT FOR SPOUS \$	1,153.90	
CHECK TOTAL (CHECK #: 14528) = \$								1,153.90	
Vendor: KRENTSA, MICHAEL				KRENTSA, MICHAEL				REMIT ADDRESS	
Invoice ID: 2015 BOOT/CLOTH						Invoice Date: 12/30/2015		Due Date: 01/11/2016	
2016	2015	1	No	2015-9089-	003 -08 -9089-801	003 -200	VAP33 2015 BOOTS \$	150.00	
2016	2015	2	No	2015-9089-	003 -08 -9089-803	003 -200	VAP33 2015 CLOTHING \$	225.00	
INVOICE TOTAL (INVOICE ID: 2015 BOOT/CLOTH) = \$								375.00	
CHECK TOTAL (CHECK #: 14529) = \$								375.00	
Vendor: LINK, RAYMOND				LINK, RAYMOND				REMIT ADDRESS	
Invoice ID: 2015 BOOTS						Invoice Date: 12/24/2015		Due Date: 01/11/2016	
2016	2015	1	No	2015-9089-	003 -08 -9089-801	003 -200	VAP31 2015 BOOTS \$	139.99	
CHECK TOTAL (CHECK #: 14530) = \$								139.99	
Vendor: LOWN, MICHAEL				MICHAEL LOWN				REMIT ADDRESS	
Invoice ID: 2015 CLOTHING						Invoice Date: 12/30/2015		Due Date: 01/11/2016	
2016	2015	1	No	2015-9089-	003 -08 -9089-803	003 -200	VAP32 2015 CLOTHING \$	225.00	
CHECK TOTAL (CHECK #: 14531) = \$								225.00	
Vendor: NYS EMPLOYEES H				NYS EMPLOYEES HEALTH INSURANCE PENDING A				REMIT ADDRESS	
Invoice ID: 492						Invoice Date: 12/07/2015		Due Date: 01/11/2016	
2016	2015	1	No		000 -01 -1355-804	000 -200	VAP15 DEC'15 COVERAGE DBV \$	1,928.27	
2016	2015	2	No		000 -08 -9060-801	000 -200	VAP15 DEC'15 COVERAGE DT \$	454.85	
INVOICE TOTAL (INVOICE ID: 492) = \$								2,383.12	
CHECK TOTAL (CHECK #: 14532) = \$								2,383.12	
Vendor: PARACO GAS				PARACO GAS				REMIT ADDRESS	
Invoice ID: 942363						Invoice Date: 12/01/2015		Due Date: 01/11/2016	
2016	2015	1	No		000 -07 -8810-413	000 -200	VAP16 169.7 GAL PROPANE @ 1.0 \$	176.45	
2016	2015	2	No		000 -07 -8810-413	000 -200	VAP16 SAFETY & MANT \$	10.80	
INVOICE TOTAL (INVOICE ID: 942363) = \$								187.25	
CHECK TOTAL (CHECK #: 14533) = \$								187.25	

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	====	==	=====	=====	=====	=====
Vendor: PROTECTIVE POWE			PROTECTIVE POWER SYSTEMS			REMIT ADDRESS		
Invoice ID: 4475			Invoice Date: 10/06/2015			Due Date: 01/11/2016		
2016	2015 1	No		2015-8130-022-07	-8130-440	022-200	VAP36 MICE DAMAGE TO GENERATO	\$ 90.00
Invoice ID: 4543			Invoice Date: 12/28/2015			Due Date: 01/11/2016		
2016	2015 1	No		2015-8130-022-07	-8130-440	022-200	VAP36 SERVICE CALL-REPAIR-LAB	\$ 540.00
2016	2015 2	No		2015-8130-022-07	-8130-440	022-200	VAP36 NEW BLOCK HEATER	\$ 150.00
2016	2015 3	No		2015-8130-022-07	-8130-440	022-200	VAP36 6 GAL COOLANT AND BATTE	\$ 187.00
INVOICE TOTAL (INVOICE ID: 4543) = \$								877.00
CHECK TOTAL (CHECK #: 14534) = \$								967.00
Vendor: RDA SYSTEMS			OPENRDA			REMIT ADDRESS		
Invoice ID: 031717-258			Invoice Date: 12/04/2015			Due Date: 01/11/2016		
2016	2015 1	No		000-01	-1220-410	000-200	VAP17 2015 TAX FORMS W-2S & 1	\$ 54.75
CHECK TOTAL (CHECK #: 14535) = \$								54.75
Vendor: ROUSH, ROBERT			ROUSH, ROBERT			REMIT ADDRESS		
Invoice ID: 2015 BOOTS-2			Invoice Date: 12/30/2015			Due Date: 01/11/2016		
2016	2015 1	No		2015-9089-003-08	-9089-803	003-200	VAP35 2015-2 WINTER CLOTHING	\$ 70.28
Invoice ID: 2015 CLOTHING			Invoice Date: 12/28/2015			Due Date: 01/11/2016		
2016	2015 1	No		2015-9089-003-08	-9089-803	003-200	VAP29 2015 WINTER CLOTHING	\$ 131.23
CHECK TOTAL (CHECK #: 14536) = \$								201.51
Vendor: RUGER, EMERY			RUGER, EMERY			REMIT ADDRESS		
Invoice ID: 9/15-12/15 MI			Invoice Date: 12/30/2015			Due Date: 01/11/2016		
2016	2015 1	No		000-01	-1355-447	000-200	VAP14 9/1-12/31/15 246 MILES	\$ 141.45
CHECK TOTAL (CHECK #: 14537) = \$								141.45
Vendor: S&S WORLDWIDE			S&S WORLDWIDE			REMIT ADDRESS		
Invoice ID: 8859489			Invoice Date: 12/03/2015			Due Date: 01/11/2016		
2016	2015 1	No		000-06	-7310-410	000-200	VAP18 BINGO CALLING CARDS	\$ 12.98
CHECK TOTAL (CHECK #: 14538) = \$								12.98
Vendor: SPINZIA, ELIZABETH			SPINZIA, ELIZABETH			REMIT ADDRESS		
Invoice ID: NOV-DEC'15			Invoice Date: 12/30/2015			Due Date: 01/11/2016		
2016	2015 1	No		000-01	-1220-454	000-200	VAP19 VERIZON NOV-DEC'15	\$ 80.00
CHECK TOTAL (CHECK #: 14539) = \$								80.00
Vendor: STOKES, RICKIE			STOKES, RICKIE			REMIT ADDRESS		
Invoice ID: 2015 BOOTS			Invoice Date: 12/30/2015			Due Date: 01/11/2016		
2016	2015 1	No		2015-9089-003-08	-9089-801	003-200	VAP34 2015 BOOTS	\$ 150.00
Invoice ID: 2015 CLOTHING			Invoice Date: 12/23/2015			Due Date: 01/11/2016		
2016	2015 1	No		2015-9089-003-08	-9089-803	003-200	VAP41 2015 COATS AND PANTS	\$ 195.50
CHECK TOTAL (CHECK #: 14540) = \$								345.50
Vendor: THE AWARD SHOP			THE AWARD SHOP			REMIT ADDRESS		
Invoice ID: 15670			Invoice Date: 12/10/2015			Due Date: 01/11/2016		
2016	2015 1	No		000-01	-1010-400	000-200	VAP20 REVERE BOWL W/ENGRAVING	\$ 151.52
2016	2015 2	No		000-01	-1010-400	000-200	VAP20 REVERE BOWL W/ENGRAVING	\$ 129.23
2016	2015 3	No		000-01	-1010-400	000-200	VAP20 S/H	\$ 55.00
INVOICE TOTAL (INVOICE ID: 15670) = \$								335.75
CHECK TOTAL (CHECK #: 14541) = \$								335.75
Vendor: TOSHIBA BUSINES			TOSHIBA BUSINESS SOLUTIONS			REMIT ADDRESS		

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	==	==	=====	=====	=====	=====
Invoice ID: 12399009				Invoice Date: 12/05/2015		Due Date: 01/11/2016		
2016	2015 1	No		000 -01	-1355-454	000 -200	VAP21 MAINT AGREEMENT SCEGE28	\$ 275.25
								CHECK TOTAL (CHECK #: 14542) = \$ 275.25
Vendor: VERIZON WIRELES				VERIZON WIRELESS		REMIT ADDRESS		
Invoice ID: 9756335135				Invoice Date: 11/28/2015		Due Date: 01/11/2016		
2016	2015 1	No		000 -01	-1630-454	000 -200	VAP27 11/29-12/28/15	\$ 35.44
2016	2015 2	No		000 -06	-7180-430	000 -200	VAP27 11/29-12/28/15	\$ 44.35
2016	2015 3	No		001 -02	-3620-455	001 -200	VAP27 11/29-12/28/15	\$ 34.13
2016	2015 4	No		001 -02	-3620-451	001 -200	VAP27 11/29-12/28/15	\$ 40.01
2016	2015 5	No		001 -07	-8010-451	001 -200	VAP27 11/29-12/28/15	\$ 40.01
2016	2015 6	No		003 -08	-9089-802	003 -200	VAP27 11/29-12/28/15	\$ 54.55
								INVOICE TOTAL (INVOICE ID: 9756335135) = \$ 248.49
								CHECK TOTAL (CHECK #: 14543) = \$ 248.49
Vendor: VRI ENVIRONMENTAL SERVICES INC				VRI ENVIRONMENTAL SERVICES INC.		REMIT ADDRESS		
Invoice ID: 18939				Invoice Date: 12/04/2015		Due Date: 01/11/2016		
2016	2015 1	No		022 -07	-8120-420	022 -200	VAP23 NOV'15 OPERATOR	\$ 947.32
2016	2015 2	No		022 -07	-8130-450	022 -200	VAP23 NOV'15 NORTH SAMPLING	\$ 170.00
2016	2015 3	No		022 -07	-8130-450	022 -200	VAP23 NOV'15 SOUTH SAMPLING	\$ 170.00
								INVOICE TOTAL (INVOICE ID: 18939) = \$ 1,287.32
Invoice ID: 19035				Invoice Date: 12/14/2015		Due Date: 01/11/2016		
2016	2015 1	No		022 -07	-8130-440	022 -200	VAP22 11/24 REPLACE GLASS SMA	\$ 29.61
Invoice ID: 19419				Invoice Date: 12/17/2015		Due Date: 01/11/2016		
2016	2015 1	No		022 -07	-8130-415	022 -200	VAP24 18 5 GALLON CARBOYS	\$ 540.00
								CHECK TOTAL (CHECK #: 14544) = \$ 1,856.93
Vendor: W.B.MASON				W.B.MASON CO., INC		REMIT ADDRESS		
Invoice ID: I30496030				Invoice Date: 12/22/2015		Due Date: 01/11/2016		
2016	2015 1	No		000 -01	-1010-400	000 -200	VAP38 DESK FRAMES- ROBERTS &	\$ 48.98
2016	2015 2	No		001 -07	-8020-410	001 -200	VAP38 DESK FRAMES- LACHMUND &	\$ 40.98
								INVOICE TOTAL (INVOICE ID: I30496030) = \$ 89.96
Invoice ID: I30841547				Invoice Date: 12/17/2015		Due Date: 01/11/2016		
2016	2015 1	No		000 -01	-1220-410	000 -200	VAP39 BINDER	\$ 10.99
2016	2015 2	No		000 -01	-1220-410	000 -200	VAP39 ROTARY FILE	\$ 39.49
2016	2015 3	No		001 -07	-8010-410	001 -200	VAP39 1/2 WALL CALENDAR	\$ 10.49
2016	2015 4	No		001 -07	-8020-410	001 -200	VAP39 1/2 WALL CALENDAR	\$ 10.50
2016	2015 5	No		000 -01	-1650-410	000 -200	VAP39 SPRAY DUSTER	\$ 12.99
2016	2015 6	No		000 -01	-1220-410	000 -200	VAP39 PAPER	\$ 14.99
2016	2015 7	No		000 -01	-1650-410	000 -200	VAP39 PENS	\$ 5.98
2016	2015 8	No		000 -01	-1650-410	000 -200	VAP39 PAPER	\$ 257.94
2016	2015 9	No		000 -01	-1650-410	000 -200	VAP39 FOLDERS	\$ 16.98
2016	2015 10	No		000 -01	-1110-410	000 -200	VAP39 STORAGE BOXES	\$ 49.99
2016	2015 11	No		000 -01	-1650-410	000 -200	VAP39 COUPON	\$ 15.00
								INVOICE TOTAL (INVOICE ID: I30841547) = \$ 415.34
								CHECK TOTAL (CHECK #: 14545) = \$ 505.30
Vendor: WARREN S. REPLA				WARREN S. REPLANSKY, ESQ.		REMIT ADDRESS		
Invoice ID: NOV'15				Invoice Date: 12/08/2015		Due Date: 01/11/2016		
2016	2015 1	No		000 -01	-1420-452	000 -200	VAP37 NOV'15 RE:TECH GRANT	\$ 577.50
2016	2015 2	No		000 -01	-1420-452	000 -200	VAP37 NOV'15 RE:BUCKET TRUCK	\$ 49.50
2016	2015 3	No		000 -01	-1420-452	000 -200	VAP37 NOV'15 RE:MISC	\$ 330.00
2016	2015 4	No		001 -07	-8010-452	001 -200	VAP37 NOV'15 RE: ZONING ISSUE	\$ 511.50
2016	2015 5	No		022 -07	-8110-452	022 -200	VAP37 NOV'15 RE: VCS ISSUES	\$ 82.50

TOWN OF RHINEBECK
 PRELIMINARY ABS ACCTS PAYABLE VAP1-VAP44 35 CKS DUE DATE 1-11-1
 Executed By: krussell

PAGE: 6
 TIME: 13:28:42
 DATE: 01/07/2016

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

INVOICE TOTAL (INVOICE ID: NOV'15) = \$ 1,551.00

CHECK TOTAL (CHECK #: 14546) = \$ 1,551.00

Vendor: WYANT, ROBERT	WYANT, ROBERT	REMIT ADDRESS	
Invoice ID: 2015 BOOTS-2	Invoice Date: 12/24/2015	Due Date: 01/11/2016	
2016 2015 1 No 2015-9089- 003 -08 -9089-801	000 -01 -1420-460	000 -200	VAP30 2015-2 BOOTS \$ 58.40

CHECK TOTAL (CHECK #: 14547) = \$ 58.40

Vendor: YAMASHITA, KERRI	KERRI L. YAMASHITA	REMIT ADDRESS	
Invoice ID: OCT'15	Invoice Date: 12/10/2015	Due Date: 01/11/2016	
2016 2015 1 No	000 -01 -1420-460	000 -200	VAP25 OCT'15 V&T \$ 510.00
Invoice ID: SEPT'15	Invoice Date: 12/10/2015	Due Date: 01/11/2016	
2016 2015 1 No	000 -01 -1420-460	000 -200	VAP26 SEPT'15 V&T \$ 240.00

CHECK TOTAL (CHECK #: 14548) = \$ 750.00

TOTAL CHECKS = \$ 17,582.07

TOTAL BANK (TRUST AGENCY FD) = \$ 17,582.07

TOTAL PAYMENTS = \$ 17,582.07

TOWN OF RHINEBECK

RESOLUTION NO. 2016036

PRELIMINARY ABSTRACT 1A OF 2016 V45-V71, 8 CHECKS FOR \$25,268.63

WHEREAS, the Town Bookkeeper has submitted the attached Preliminary Abstract 1A of 2016 V45-V71, 8 Checks for \$25,268.63, 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 Abstract 1A of 2016 V45-V71, 8 Checks for \$25,268.63, 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: ASSOCIATION OF ASSOCIATION OF TOWNS OF STATE OF NEW YOR REMIT ADDRESS
 Invoice ID: 2016 DUES Invoice Date: 01/01/2016 Due Date: 01/12/2016
 2016 2016 1 No 000 -01 -1920-400 000 -200 V46 TOWN'S 2016 DUES \$ 1,100.00
 CHECK TOTAL (CHECK #: 14549) = \$ 1,100.00

Vendor: ASSOCIATION OF ASSOCIATION OF PUBLIC HISTORIANS OF NYS REMIT ADDRESS
 Invoice ID: 2016 DUES Invoice Date: 01/01/2016 Due Date: 01/12/2016
 2016 2016 1 No 000 -06 -7510-400 000 -200 V45 KELLY 2016 DUES \$ 35.00
 CHECK TOTAL (CHECK #: 14550) = \$ 35.00

Vendor: CDPHP CAP DIST. PHYSICIANS' HEALTH PLAN, INC. REMIT ADDRESS
 Invoice ID: 153470031096 Invoice Date: 01/01/2016 Due Date: 01/12/2016
 2016 2016 1 No 000 -08 -9060-801 000 -200 V47 JANUARY COVERAGE CB \$ 287.20
 2016 2016 2 No 000 -08 -9060-801 000 -200 V47 JANUARY COVERAGE FM \$ 287.20
 2016 2016 3 No 001 -08 -9060-801 001 -200 V47 JANUARY COVERAGE NC \$ 287.20
 2016 2016 4 No 001 -08 -9060-801 001 -200 V47 JANUARY COVERAGE TC \$ 287.20
 2016 2016 5 No 003 -08 -9060-802 003 -200 V47 JANUARY COVERAGE JK \$ 287.20
 2016 2016 6 No 003 -08 -9060-802 003 -200 V47 JANUARY COVERAGE JC \$ 287.20
 2016 2016 7 No 003 -08 -9060-802 003 -200 V47 JANUARY COVERAGE GR \$ 574.40
 INVOICE TOTAL (INVOICE ID: 153470031096) = \$ 2,297.60
 CHECK TOTAL (CHECK #: 14551) = \$ 2,297.60

Vendor: FRONTIER FRONTIER REMIT ADDRESS
 Invoice ID: 876-3203JAN2016 Invoice Date: 01/01/2016 Due Date: 01/12/2016
 2016 2016 1 No 000 -01 -1620-430 000 -200 V48 12-28-15 THRU 1-27-2016 T \$ 46.55
 Invoice ID: 876-3961JAN2016 Invoice Date: 01/01/2016 Due Date: 01/12/2016
 2016 2016 1 No 000 -07 -8810-429 000 -200 V48 12-28-15 THRU 1-27-2016 T \$ 19.99
 2016 2016 2 No 000 -07 -8810-430 000 -200 V48 12-28-15 THRU 1-27-2016 T \$ 40.88
 INVOICE TOTAL (INVOICE ID: 876-3961JAN2016) = \$ 60.87
 Invoice ID: 876-7180JAN2016 Invoice Date: 01/01/2016 Due Date: 01/12/2016
 2016 2016 1 No 000 -06 -7180-430 000 -200 V48 12-28-15 THRU 1-27-2016 T \$ 29.84
 CHECK TOTAL (CHECK #: 14552) = \$ 137.26

Vendor: MVP HEALTH CARE MVP HEALTH CARE INC. REMIT ADDRESS
 Invoice ID: 7250510 JAN Invoice Date: 01/01/2016 Due Date: 01/12/2016
 2016 2016 1 No 000 -01 -1220-804 000 -200 V49 JANUARY 2016 COVERAGE SD \$ 1,453.64
 2016 2016 2 No 000 -01 -1410-804 000 -200 V49 JANUARY 2016 COVERAGE JG \$ 1,453.64
 2016 2016 3 No 000 -01 -1410-804 000 -200 V49 JANUARY 2016 COVERAGE JW \$ 995.58
 2016 2016 4 No 000 -04 -5010-804 000 -200 V49 JANUARY 2016 COVERAGE KK \$ 995.58
 2016 2016 5 No 000 -07 -8810-804 000 -200 V49 JANUARY 2016 COVERAGE GS \$ 995.58
 2016 2016 6 No 000 -08 -9060-804 000 -200 V49 JANUARY 2016 COVERAGE RF \$ 1,453.64
 2016 2016 7 No 003 -08 -9060-802 003 -200 V49 JANUARY 2016 COVERAGE AC \$ 1,453.64
 2016 2016 8 No 003 -08 -9060-800 003 -200 V49 JANUARY 2016 COVERAGE RS \$ 1,453.64
 2016 2016 9 No 003 -08 -9060-800 003 -200 V49 DECEMBER 2015 COVERAGE RS \$ 1,453.64
 2016 2016 10 No 003 -08 -9060-800 003 -200 V49 JANUARY 2016 COVERAGE BH \$ 881.18
 2016 2016 11 No 003 -08 -9060-800 003 -200 V49 JANUARY 2016 COVERAGE RR \$ 881.18
 2016 2016 12 No 003 -08 -9060-800 003 -200 V49 JANUARY 2016 COVERAGE ML \$ 497.79
 2016 2016 13 No 003 -08 -9060-800 003 -200 V49 JANUARY 2016 COVERAGE MK \$ 995.58
 2016 2016 14 No 003 -08 -9060-800 003 -200 V49 JANUARY 2016 COVERAGE RL \$ 995.58
 2016 2016 15 No 003 -08 -9060-800 003 -200 V49 JANUARY 2016 COVERAGE RW \$ 995.58
 INVOICE TOTAL (INVOICE ID: 7250510 JAN) = \$ 16,955.47

TOWN OF RHINEBECK
 PRELIMINARY ABSTRACT 1A OF 2016 V45-V71 8 CHECKS DUE 1-12-16
 Executed By: sday

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 DATE: 01/08/2016

CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
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CHECK TOTAL (CHECK #: 14553) = \$ 16,955.47

Vendor: PETTY CASH JON GAUTIER
 Invoice ID: TAX COLL 2016 Invoice Date: 01/01/2016 Due Date: 01/12/2016
 2016 2016 1 No 000 -210 000 -200 V71 INCREASE PETTY CASH TO \$1 \$ 15.00

CHECK TOTAL (CHECK #: 14554) = \$ 15.00

Vendor: TIME WARNER CAB TIME WARNER CABLE
 Invoice ID: 26111674 JAN 16 Invoice Date: 01/01/2016 Due Date: 01/12/2016
 2016 2016 1 No 000 -01 -1620-430 000 -200 V70 12-30-15 THRU 1-29-16 TEL \$ 529.80
 2016 2016 2 No 000 -01 -1620-429 000 -200 V70 12-30-15 THRU 1-29-16 INT \$ 189.00

INVOICE TOTAL (INVOICE ID: 26111674 JAN 16) = \$ 718.80

CHECK TOTAL (CHECK #: 14555) = \$ 718.80

TOTAL CHECKS = \$ 21,259.13

TOTAL BANK (TRUST AGENCY FD) = \$ 21,259.13

Bank: TRUST AGENCY MM TRUST AGENCY MM

-----Checks-----

Vendor:	PLANNERS EAST	PLANNERS EAST INC.	REMIT ADDRESS	
Invoice ID:	2015-OCT/NOV-1	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V50 RENE SCHMITT OCT-NOV 1.62 \$ 214.50
Invoice ID:	2015-OCT/NOV-10	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V55 WILDERSTEIN OCT/NOV 1HR @ \$ 132.00
Invoice ID:	2015-OCT/NOV-11	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V54 DUFFY ASTOR TEA HOUSE OCT \$ 297.00
Invoice ID:	2015-OCT/NOV-12	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V53 ROMEO -ELITE LANDSCAPING \$ 396.00
Invoice ID:	2015-OCT/NOV-13	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V52 GARDENS @ RBK OCT/NOV 1.2 \$ 165.00
Invoice ID:	2015-OCT/NOV-14	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V68 MCNALLY OCT & NOV .25HRS \$ 33.00
Invoice ID:	2015-OCT/NOV-15	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V69 JOEL ARONSON 26 MORTON-OC \$ 165.00
Invoice ID:	2015-OCT/NOV-17	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V67 MCGUIRE OCT/NOV .375HRS @ \$ 49.50
Invoice ID:	2015-OCT/NOV-19	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V66 WOLZIEN, THOMAS OCT/NOV . \$ 99.00
Invoice ID:	2015-OCT/NOV-2	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V61 MENSCH GRASMERE OCT & NOV \$ 198.00
Invoice ID:	2015-OCT/NOV-20	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V64 GUBRIAK-MILLER RD OCT/NOV \$ 148.50
Invoice ID:	2015-OCT/NOV-21	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V65 PHANTOM GARDENER OCT/NOV \$ 115.50
Invoice ID:	2015-OCT/NOV-22	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V63 KEIL REALTY OCT/NOV .875H \$ 115.50
Invoice ID:	2015-OCT/NOV-23	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V62 MICAH GERAHTY OCT/NOV .25 \$ 33.00
Invoice ID:	2015-OCT/NOV-24	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V51 BLACKBURN HARBOR-STANFORD \$ 132.00
Invoice ID:	2015-OCT/NOV-3	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V60 HEART FORD OCT & NOV 3.25 \$ 429.00
Invoice ID:	2015-OCT/NOV-4	Invoice Date: 11/30/2015	Due Date: 01/12/2016	
2016	2016 1 No	2015-PE-O/ 010 -07 -0085-400	010 -230	V59 SUSAN KOFF OCT & NOV 4.12 \$ 544.50
Invoice ID:	2015-OCT/NOV-6	Invoice Date: 11/30/2015	Due Date: 01/12/2016	

TOWN OF RHINEBECK
 PRELIMINARY ABSTRACT 1A OF 2016 V45-V71 8 CHECKS DUE 1-12-16
 Executed By: sday

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CAL YEAR	FY	TRANS	MAN	PO	ACCOUNT CODE	CREDIT CODE	DESCRIPTION	AMOUNT
=====	==	=====	===	==	=====	=====	=====	=====
2016	2016	1	No	2015-PE-O/	010 -07 -0085-400	010 -230	V58 EVEREADY-SERROUKAS OCT &	\$ 462.00
Invoice ID: 2015-OCT/NOV-8						Invoice Date: 11/30/2015		Due Date: 01/12/2016
2016	2016	1	No	2015-PE-O/	010 -07 -0085-400	010 -230	V57 CURTHOYS, PATRICIA OCT/NO	\$ 148.50
Invoice ID: 2015-OCT/NOV-9						Invoice Date: 11/30/2015		Due Date: 01/12/2016
2016	2016	1	No	2015-PE-O/	010 -07 -0085-400	010 -230	V56 FREEMAN-DUGAS-CASTILLO 26	\$ 132.00
CHECK TOTAL (CHECK #:								14556) = \$ 4,009.50
TOTAL CHECKS = \$								4,009.50
TOTAL BANK (TRUST AGENCY MM) = \$								4,009.50
TOTAL PAYMENTS = \$								25,268.63

TOWN OF RHINEBECK

RESOLUTION NO. 2016037

CAPITAL PROJECT ABSTRACT, 1 CHECK FOR \$1,155.00

WHEREAS, the Town Bookkeeper has submitted the attached Capital Project Abstract, 1 Check for \$1,155.00, 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 \$1,155.00, is approved for payment.

TOWN OF RHINEBECK

RESOLUTION NO. 2016038

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. 2016039

**AUTHORIZING TOWN SUPERVISOR TO FILE ANNUAL REPORT WITH THE
STATE COMPTROLLER**

WHEREAS, the Town Supervisor is required by §30 of the General Municipal Law of New York State to prepare and file an annual financial report, also known as the Annual Update Document (AUD), with the Office of the State Comptroller within 90 days of the close of the fiscal year; now, therefore, be it

RESOLVED, that the Town Supervisor is hereby authorized to prepare and file the AUD with Office of the State Comptroller within 90 days of the close of the 2015 fiscal year.

TOWN OF RHINEBECK

RESOLUTION NO. 2016040

SHARING OF MINI-EXCAVATOR PURSUANT TO COUNTY GRANT

WHEREAS, the County of Dutchess awarded to the Towns of Clinton, Milan, Red Hook and Rhinebeck (collectively, "Towns") a Municipal Consolidation and Shared Services Grant ("Grant") through the Dutchess County Department of Planning and Development ("County") for \$70,000.00 of which \$63,700.00 is for the purchase of a mini-excavator ("Equipment"), and \$6,300.00 is for attorneys' fees and other soft costs ("Other Costs"); and

WHEREAS, those Towns propose to enter into an intermunicipal agreement ("IMA") for sharing the use of such Equipment and the repairs and maintenance thereof in substantially the form attached hereto; and

WHEREAS, under the IMA, the Towns will purchase the Equipment at a cost of approximately \$63,700.00; and

WHEREAS, under the IMA, each Town will pay \$17,500.00 for the Equipment and Other Costs, totaling \$70,000.00, and each Town will be reimbursed \$17,500.00 from the Grant totaling \$70,000.00; and

WHEREAS, Clinton will take title to the Equipment, subject to the provisions of the IMA, and will be the contracting party with the County with respect to the Grant; and

WHEREAS, Clinton will purchase the Equipment and, under the IMA, must receive from each Town, including itself, the amount of \$17,500.00 in order to purchase such Equipment and pay the Other Costs; now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute an IMA relating to the Equipment and Other Costs in substantially the same form as attached hereto; and, be it further

RESOLVED, that the Town's bookkeeper is authorized to transmit when requested by Clinton \$17,500.00 to be used for the purchase of the Equipment and pay the Other Costs.

INTERMUNICIPAL AGREEMENT FOR EQUIPMENT SHARING

MINI-EXCAVATOR

This AGREEMENT made as of December ____, 2015, ("Agreement") by and between the Town of Red Hook, a municipal corporation, with principal offices located at 7340 South Broadway Red Hook, New York 12571 ("Red Hook"); the Town of Milan, a municipal corporation with principal offices located at 20 Wilcox Circle, Milan, New York 12571 ("Milan"); the Town of Clinton, a municipal corporation with principal offices located at 1207 Centre Road Rhinebeck, New York 12572 ("Clinton"); and the Town of Rhinebeck, a municipal corporation, with principal offices located at 80 East Market Street, Rhinebeck, New York 12572 ("Rhinebeck"), collectively referred to as the "Towns".

WHEREAS, the Towns applied to the Dutchess County Department of Planning and Development ("Dutchess County") for a Municipal Consolidation and Shared Services Grant ("Grant");

WHEREAS, Dutchess County awarded the Towns a \$70,000 Grant toward the purchase of a mini excavator ("Equipment"), for the improvement and maintenance of the Towns' roads;

WHEREAS, the Equipment purchased through the Grant is described in Schedule "A" which is annexed hereto and made a part hereof;

WHEREAS, the Towns have entered into an Agreement with Dutchess County for the purposes of implementing the Grant (the "County Agreement"), a copy of which is annexed hereto and made a part hereof as Schedule "B"; and

WHEREAS, pursuant to the provisions of New York General Municipal Law § 199-o the Towns desire to enter into this Agreement to implement the Grant and govern the use, possession and operation of the Equipment;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Towns agree as follows;

1. PURCHASE.

The Towns' collectively agree to use the Grant funds which total \$70,000 toward the purchase of the Equipment.

Red Hook, Milan, Clinton and Rhinebeck will each advance the sum of \$17,500 in order to purchase the Equipment. Red Hook, Milan and Rhinebeck will deposit the sum of \$17,500 with Clinton. Clinton will purchase the Equipment and title said Equipment in its name. In the event Red Hook, Milan or Rhinebeck fail to deposit the sum of \$17,500 with Clinton on or before January 30, 2016, Clinton shall refund the funds received to the Towns that have deposited said sum at which point this Agreement shall be deemed to have been terminated. Should Red Hook, Milan or Rhinebeck fail to deposit the

require sum with Clinton, the Towns agree that Clinton's liability shall be limited to the return of the deposited funds.

Upon Red Hook, Milan and Rhinebeck's deposit Clinton shall prepare and file with Dutchess County all documents necessary to obtain the Grant. Upon receipt of the Grant funds, Clinton shall reimburse each Town the sum of \$17,500.

If sufficient Grant funds are available after the purchase of the Equipment, the Towns shall each be reimbursed for its attorney's fees in connection with the implementation of the Grant, up to \$1,000.00 for each of the Towns of Milan, Red Hook and Rhinebeck, and up to the sum of \$1,800.00 to the Town of Clinton (it being understood that if any Town's share is more than the above stated amounts, the amount to be received by said Town will be reduced by the dollar amount by which the total for each Town exceeds). If there are remaining funds after the payments referred to above, and the County agrees to modify the Grant to allow such remaining funds to be used to reimburse the Towns for the cost of the Equipment, each Town will receive from Clinton, including itself, one fourth (1/4) of the remaining funds, so that each Town contribution of \$17,500 toward the Equipment purchase will be reduced.

2. GOVERNANCE.

Unless otherwise provided herein, The Highway Superintendents in each Town shall collectively make decisions relating to the operation, use and storing of the Equipment. Each Town shall however have the discretion to use the Equipment as it sees fit when said Equipment is in its use and possession, subject to the limits of this Agreement.

On or before April 15 of each year, each Town's Highway Superintendent shall draft a written schedule for the use of the Equipment for the next 12 months. Each Town shall have equal use of the Equipment. The Towns however acknowledge and agree that conditions in each Town may require changes to the schedule of use based upon need. The Towns agree to be flexible in the use of the Equipment while maintaining the goal of equal usage.

When a Town requests the Equipment on a non-scheduled basis, i.e. when use is not previously scheduled by ANY Town, the majority consent of all Towns shall be required. The Town Highway Superintendents are authorized and empowered to consent to such non-scheduled use.

In the event of disagreement among the Highway Superintendents as to the schedule for use, the Supervisors of each Town shall set the schedule. If they are unable to reach agreement, use shall be designated in alphabetical order of the names of each town but starting with the next letter of the alphabet in each successive year. Other than schedule for use, any disputes concerning the Equipment which are not resolved by the Highway Superintendents or by the individual Towns involved shall be referred to their Town Supervisors for resolution. A majority vote of the Supervisors of all the Towns shall be required to resolve any such dispute. If there is no majority vote of the Supervisors of the Towns, the dispute will be resolved by the Dutchess County Commissioner of Public Works. The Towns agree that the decision of the Dutchess County Commissioner of Public Works shall be final and binding.

3. STORAGE.

Unless otherwise agreed, the Equipment shall be stored under cover with the Clinton Highway Department when not in use by one of the other Towns.

4. REPAIR.

- A. If the Equipment needs repair while in the use and possession of a Town, and the repair costs One Hundred Dollars (\$100.00) or less, the Town having use and possession of the Equipment shall make the repair.

- B. If the repair is estimated to cost more than One Hundred dollars (\$100), the Town having use and possession of the Equipment shall inform the other Towns of the need for said repair and the estimated cost to perform the repair. The Town Highway Superintendents shall decide by unanimous vote which Town shall make the repair. Except as provided in this section, the cost of the repair will be divided equally among the Towns.

- C. Such repair cost will be itemized into parts and labor. The cost of parts shall be the repairing Town's out of pocket costs without any mark-up and the cost of labor shall be the internal out of pocket labor costs to the Town plus benefits, but in no event more than the hourly rate each Highway Department charges another department of that Town for a repair ("Internal Rate"). Only qualified personnel may repair, service and maintain the Equipment.

D. If the Highway Superintendents decide to have the repair completed by an outside entity, the costs incurred to repair the Equipment will be divided equally among the Towns.

E. If the need for repairs arises out of the negligent use or operation of the Equipment by employees or agents of a Town, the negligent Town shall be responsible for the entire cost of the repairs and not seek reimbursement from the other Towns. The Towns acknowledge and agree that, in the event of a dispute, the Dutchess County Commissioner of Public works will determine whether the need for repairs arose out of the negligent use or operation of the Equipment.

5. SERVICE AND MAINTENANCE.

Clinton shall perform all routine service on the Equipment necessary to prepare the Equipment for use and operation at the beginning of each year. Clinton will also prepare the Equipment for winter storage each year. Red Hook, Milan, Clinton and Rhinebeck acknowledge and agree that each will be responsible for one fourth (1/4) of the cost incurred by Clinton in performing the service and maintenance work discussed in this Section. Clinton will bill each Town for one fourth (1/4) of said cost at the Internal Rate defined in Section 4 above.

6. TRANSPORT.

Each Town that uses the Equipment shall pick-up the Equipment at the storage facility of the Town that previously used the Equipment. Clinton will pick up the Equipment for storage at the end of the year from the Town that last used the Equipment.

7. USE.

The Highway Superintendent of each Town shall agree upon the training program or programs necessary for a person to operate the Equipment. The Towns agree that no person who has not completed the agreed upon training program or programs shall be permitted to use or operate the Equipment. The Highway Superintendent of each Town shall ensure that only properly trained persons operate the Equipment.

Each Town during its use of the Equipment shall pay for diesel fuel, oil, and any other necessary fluids to operate the Equipment. At the end of its scheduled or non-scheduled use of the Equipment a Town shall clean, grease, and fully fuel the Equipment for use by the next scheduled Town. The Town receiving the Equipment shall inspect the Equipment for defects, and report defects, if any, to the other Towns so liability for repair work can be determined.

8. SHARING.

If one or more Towns would like to share personnel or equipment for jobs, the Highway Superintendents of those Towns may agree to such an arrangement by which each of those Towns will share personnel or equipment at agreed-upon times.

A Town may use the Equipment for the benefit of a non-signatory municipality, provided the signatory Town shall be responsible in the event of damage to the Equipment or other liability resulting from such use, including indemnifying the other Towns under section 12 below. During such use, the Equipment may only be operated by an employee of one of the signatory Towns to this Agreement.

9. INSURANCE.

Clinton shall place the Equipment on its insurance policy and shall name the other Towns as additional loss payees. The cost of insuring the Equipment shall be divided equally among the Towns. The liability exposure shall be borne by each Town on their respective General Liability policy and each Town shall carry its own statutory employee and worker's compensation insurance.

10. COOPERATION.

Clinton shall prepare all reports and provide all necessary information to Dutchess County in connection with this Grant. Each Town shall use its best efforts to work with and cooperate with each other and Dutchess County in completing the major work activities and achieving the project outcomes and deliverables as described in County Agreement. Toward this end, each Town appoints the persons designated in Schedule "C" as a Project Facilitator. Project Facilitators shall attend such meetings as may be required to achieve the scope of service, major activities, project outcomes and deliverables as set forth in the County Agreement, and in achieving the requirements and goals of this Agreement.

11. EARLY TERMINATION

No Town shall terminate this Agreement while the County Agreement is in effect. Upon termination of the County Agreement, if a Town elects to terminate its participation in this Agreement, written notice to the other Towns shall be given at least three (3) months prior to its termination. Such notice shall require the Town to offer to sell its interest in the Equipment to one or more of the other Towns. The price for the interest of the terminating Town, shall be the average of three outside

appraisals with respect to the then fair market value of the Equipment, but in no event more than \$70,000.00. The appraisals shall be paid for, in the first instance, by the terminating Town; however, said Town shall be reimbursed from the proceeds of the sale of the Equipment if the Equipment is sold after advertising the sale, as set forth below.

The appraisers shall be selected by a majority of the Town Highway Superintendents. If the Town Highway Superintendents cannot agree the appraisers shall be selected by the Dutchess County Commissioner of Public Works. If one or more of the Towns purchases the interest of a terminating Town, all references in this Agreement about sharing usage, responsibilities, revenues, and costs shall be deemed amended to reallocate the share of the terminating Town to the Town or Towns which purchase such share.

If one or more of the other Towns elects not to purchase the interest of the terminating Town, and there is no transfer of the terminating Towns interest in the Equipment to another Town, or if all parties shall elect to terminate this Agreement, then the Equipment shall be sold to the highest bidder after advertising the sale in accordance with New York State Law. The net proceeds shall be divided equally among the Towns.

12. INDEMNITY.

Each Town shall indemnify and hold harmless each other Town for any loss, damages, judgment and all other costs, including reasonable attorney's fee and costs, sustained by any of the other Towns in connection with the Equipment and this Agreement arising directly or indirectly out of the negligent acts or omissions of the Town or its officers, employees or agents providing the indemnity. This provision as well as the additional provisions of this Agreement are solely for the benefit of the parties and the parties intend no benefits to third persons.

13. TERM OF AGREEMENT.

This Agreement shall continue in force for an initial period commencing with the date of this Agreement and ending on the date the Equipment has no more useful life, unless terminated upon agreement of all parties. The Towns must agree by majority vote that the Equipment has no more useful life. If there is a dispute as to this issue it shall be determined by the Dutchess County Commissioner of Public Works.

14. JURISDICTION.

This Agreement is entered into pursuant to the laws of the State of New York, and any changes or amendments to this Agreement must be in writing and signed by the Supervisor of each Town after authority from each Towns' respective Board.

15. NO ASSIGNMENT OR SUBCONTRACTS.

No party shall assign or subcontract its right and obligations under this Agreement without the express written consent of the other Towns.

16. NOTICES.

Any and all notices given pursuant to this Agreement shall be transmitted in writing via fax or email to the attention of each Town's Highway Superintendent as follows:

Clinton

Fax No.: (845) 266-3215

Email: highway@TownofClinton.com

Red Hook

Highway Department

Fax No.:

Email:

Milan

Highway Department

Fax No.:

Email: highway@milan-ny.gov

Town Supervisor

Fax No.: (845) 758-0445

Email: supervisor@milan-ny.gov

Rhinebeck

Highway Department

Fax No.: (845) 876-8335

Email: town.highway@rhinebeck-ny.gov
Town Supervisor
Fax No.: (845) 876-5885
Email: town.supervisor@rhinebeck-ny.gov

17. DISPUTES.

Except as otherwise provided in this Agreement, the Dutchess County Supreme Court shall have exclusive jurisdiction over any controversy or claim arising out of or relating to this Agreement, or the breach thereof.

18. MISCELLANEOUS PROVISIONS.

This Agreement constitutes the complete understanding of the parties. No modification of any provisions hereof shall be valid unless in writing and signed by each party.

No waiver of any condition of this Agreement shall be binding unless in writing and signed by the Town or Towns waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

19. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon, inure to the benefit of, the parties and their respective successors and assigns.

20. COUNTY INSURANCE REQUIREMENTS.

Each Town shall have in effect during the term of the County Agreement the insurance required in paragraph ____ of the County Agreement. Prior to obtaining the Equipment each Town shall provide proof of insurance to the other Towns and Dutchess County in the form of a Certificate of Insurance.

21. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be an original for all purposes. This Agreement may be executed by facsimile transmission of original signatures in one or more counterparts.

IN WITNESS WHEREOF, the undersigned Towns have each caused this Agreement to be signed by their duly authorized Supervisors as of the day and year written above written.

TOWN OF RED HOOK

TOWN OF CLINTON

By: _____

By: _____

TOWN OF MILAN

By: _____

TOWN OF RHINEBECK

By: _____

TOWN OF RHINEBECK

RESOLUTION NO. 2016041

SHARING OF BUCKET TRUCK PURSUANT TO COUNTY GRANT

WHEREAS, the County of Dutchess awarded to the Towns of Clinton, Milan and Rhinebeck (collectively, "Towns") a Municipal Consolidation and Shared Services Grant ("Grant") through the Dutchess County Department of Planning and Development ("County") for \$194,863.00, of which \$189,863.00 is for the purchase of a bucket truck ("Equipment") and \$5,000.00 is for attorneys' fees and other soft costs ("Other Costs"); and

WHEREAS, those Towns propose to enter into an intermunicipal agreement ("IMA") for sharing the use of such Equipment and the repairs and maintenance thereof in substantially the form attached hereto; and

WHEREAS, under the IMA, the Towns will purchase the Equipment at a cost of approximately \$189,863.00; and

WHEREAS, under the IMA, each Town will pay \$64,954.33 toward the Equipment and Other Costs, totaling \$194,862.99, and each Town will be reimbursed \$64,954.33 from the Grant totaling \$194,863.00; and

WHEREAS, Milan will take title to the Equipment, subject to the provisions of the IMA, and will be the contracting party with the County with respect to the Grant; and

WHEREAS, Milan will purchase the Equipment and, under the IMA, must receive from each Town, including itself, the amount of \$64,954.33 in order to purchase such Equipment and pay the Other Costs; Now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute an IMA relating to the Equipment and Other Costs in substantially the same form as attached hereto; and, be it further

RESOLVED, that the Town's bookkeeper is authorized to transmit when requested by Milan \$64,954.33 to be used for the purchase of the Equipment and pay the Other Costs.

**INTERMUNICIPAL AGREEMENT FOR EQUIPMENT SHARING
BUCKET TRUCK**

THIS AGREEMENT made as of December _____, 2015, (“Agreement”) by and between the TOWN OF MILAN, a municipal corporation with principal offices located at 20 Wilcox Circle, Milan, New York 12571 (“Milan”); the TOWN OF CLINTON, a municipal corporation with principal offices located at 1207 Centre Road Rhinebeck, New York 12572 (“Clinton”); and the TOWN OF RHINEBECK, a municipal corporation, with principal offices located at 80 East Market Street, Rhinebeck, New York 12572 (“Rhinebeck”), collectively referred to as the “Towns”.

WHEREAS, the Towns applied to the Dutchess County Department of Planning and Development (“Dutchess County”) for a Municipal Consolidation and Shared Services Grant (“Grant”), a copy of said application is annexed hereto as Exhibit “A”;

WHEREAS, Dutchess County awarded the Towns a \$194,863.00 Grant toward the purchase of a Bucket Truck (“Equipment”), for the improvement and maintenance of the Towns’ roads. A copy of the award letter is annexed hereto as Exhibit “B”;

WHEREAS, the Equipment purchased through the Grant is described in Exhibit “C” annexed hereto and made a part hereof;

WHEREAS, the Towns have entered into an Agreement with Dutchess County for the purposes of implementing the Grant (the “County Agreement”), a copy of which is annexed hereto and made a part hereof as Exhibit “D”;

WHEREAS, pursuant to the provisions of New York General Municipal Law § 199-o the Towns desire to enter into this Agreement to implement the Grant and govern the use, possession and operation of the Equipment;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Towns agree as follows:

1. PURCHASE.

The Towns’ collectively agree to use the Grant funds which total \$189,863.00 toward the purchase of the Equipment, and \$5,000.00 toward expenses, including legal fees and administrative costs.

Milan, Clinton and Rhinebeck will each advance the sum of \$64,954.33 in order to purchase the Equipment. Clinton and Rhinebeck will deposit the sum of \$64,954.33 with Milan. Milan will purchase the Equipment and title said Equipment in its name. In the event Clinton or Rhinebeck fail to deposit the sum of \$64,954.33 with Milan on or before January 30, 2016, Milan shall refund the funds received to the Towns that have deposited said sum at which point this Agreement shall be deemed to have been terminated. Should Clinton or Rhinebeck fail to deposit the required sum with Milan, the Towns agree that Milan’s liability shall be limited to the return of the deposited funds.

Upon Clinton and Rhinebeck’s deposit, Milan shall prepare and file with Dutchess County all documents necessary to obtain the Grant. Upon receipt of the Grant funds, Milan shall reimburse each Town the sum of \$64,954.33.

If sufficient Grant funds are available after the purchase of the Equipment, the Towns shall each be reimbursed for its attorney’s fees in connection with the implementation of the Grant, up to \$1,000.00 for each of the Towns of Clinton and Rhinebeck, and up to the sum of \$1,800.00 to the Town of Milan (it

being understood that if any Town's share is more than the above stated amounts, the amount to be received by said Town will be reduced by the dollar amount by which the total for each Town exceeds). If there are remaining funds after the payments referred to above, and the County agrees to modify the Grant to allow such remaining funds to be used to reimburse the Towns for the cost of the Equipment, each Town will receive from Milan, including itself, one-third (1/3) of the remaining funds, so that each Town contribution of \$64,954.33 toward the Equipment purchase will be reduced.

2. GOVERNANCE.

Unless otherwise provided herein, The Highway Superintendents in each Town shall collectively make decisions relating to the operation, use and storing of the Equipment. Each Town shall however have the discretion to use the Equipment as it sees fit when said Equipment is in its use and possession, subject to the limits of this Agreement.

On or before April 15 of each year, each Town's Highway Superintendent shall draft a written schedule for the use of the Equipment for the next 12 months. Each Town shall have equal use of the Equipment. The Towns however acknowledge and agree that conditions in each Town may require changes to the schedule of use based upon need. The Towns agree to be flexible in the use of the Equipment while maintaining the goal of equal usage.

When a Town requests the Equipment on a non-scheduled basis, i.e. when use is not previously scheduled by ANY Town, the majority consent of all Towns shall be required. The Town Highway Superintendents are authorized and empowered to consent to such non-scheduled use.

In the event of disagreement among the Highway Superintendents as to the schedule for use, the Supervisors of each Town shall set the schedule. If they are unable to reach agreement, use shall be designated in alphabetical order of the names of each town but starting with the next letter of the alphabet in each successive year. Other than schedule for use, any disputes concerning the Equipment which are not resolved by the Highway Superintendents or by the individual Towns involved shall be referred to their Town Supervisors for resolution. A majority vote of the Supervisors of all the Towns shall be required to resolve any such dispute. If there is no majority vote of the Supervisors of the Towns, the dispute will be resolved by the Dutchess County Commissioner of Public Works. The Towns agree that the decision of the Dutchess County Commissioner of Public Works shall be final and binding.

3. STORAGE.

Unless otherwise agreed, the Equipment shall be stored under cover with the Milan Highway Department when not in use by one of the other Towns.

4. REPAIR.

- A. If the Equipment needs repair while in the use and possession of a Town, and the repair costs One Hundred Dollars (\$100.00) or less, the Town having use and possession of the Equipment shall make the repair.
- B. If the repair is estimated to cost more than One Hundred dollars (\$100.00), the Town having use and possession of the Equipment shall inform the other Towns of the need for said repair and the estimated cost to perform the repair. The Town Highway Superintendents shall

decide by unanimous vote which Town shall make the repair. Except as provided in this section, the cost of the repair will be divided equally among the Towns.

- C. Such repair cost will be itemized into parts and labor. The cost of parts shall be the repairing Town's out of pocket costs without any mark-up and the cost of labor shall be the internal out of pocket labor costs to the Town plus benefits, but in no event more than the hourly rate each Highway Department charges another department of that Town for a repair ("Internal Rate"). Only qualified personnel may repair, service and maintain the Equipment.
- D. If the Highway Superintendents decide to have the repair completed by an outside entity, the costs incurred to repair the Equipment will be divided equally among the Towns.
- E. If the need for repairs arises out of the negligent use or operation of the Equipment by employees or agents of a Town, the negligent Town shall be responsible for the entire cost of the repairs and not seek reimbursement from the other Towns. The Towns acknowledge and agree that, in the event of a dispute, the Dutchess County Commissioner of Public works will determine whether the need for repairs arose out of the negligent use or operation of the Equipment.

5. SERVICE AND MAINTENANCE.

Milan shall perform all routine service on the Equipment necessary to prepare the Equipment for use and operation at the beginning of each year. Milan will also prepare the Equipment for winter storage each year. Milan, Clinton and Rhinebeck acknowledge and agree that each will be responsible for one-third (1/3) of the cost incurred by Milan in performing the service and maintenance work discussed in this Section. Milan will bill each Town for one-third (1/3) of said cost at the Internal Rate defined in Section 4 above.

6. TRANSPORT.

Each Town that uses the Equipment shall pick-up the Equipment at the storage facility of the Town that previously used the Equipment. Milan will pick up the Equipment for storage at the end of the year from the Town that last used the Equipment.

7. USE.

The Highway Superintendent of each Town shall agree upon the training program or programs necessary for a person to operate the Equipment. The Towns agree that no person who has not completed the agreed upon training program or programs shall be permitted to use or operate the Equipment. The Highway Superintendent of each Town shall ensure that only properly trained persons operate the Equipment.

Each Town during its use of the Equipment shall pay for diesel fuel, oil, and any other necessary fluids to operate the Equipment. At the end of its scheduled or non-scheduled use of the Equipment a Town shall clean, grease, and fully fuel the Equipment for use by the next scheduled Town. The Town receiving the Equipment shall inspect the Equipment for defects, and report defects, if any, to the other Towns so liability for repair work can be determined.

8. SHARING.

If one or more Towns would like to share personnel or equipment for jobs, the Highway Superintendents of those Towns may agree to such an arrangement by which each of those Towns will share personnel or equipment at agreed-upon times.

A Town may use the Equipment for the benefit of a non-signatory municipality, provided the signatory Town shall be responsible in the event of damage to the Equipment or other liability resulting from such use, including indemnifying the other Towns under section 12 below. During such use, the Equipment may only be operated by an employee of one of the signatory Towns to this Agreement.

9. INSURANCE.

Milan shall place the Equipment on its insurance policy and shall name the other Towns as additional loss payees. The cost of insuring the Equipment shall be divided equally among the Towns. The liability exposure shall be borne by each Town on their respective General Liability policy and each Town shall carry its own statutory employee and worker's compensation insurance.

10. COOPERATION.

Milan shall prepare all reports and provide all necessary information to Dutchess County in connection with this Grant. Each Town shall use its best efforts to work with and cooperate with each other and Dutchess County in completing the major work activities and achieving the project outcomes and deliverables as described in County Agreement. Toward this end, each Town appoints the persons designated in Exhibit "E" as a Project Facilitator. Project Facilitators shall attend such meetings as may be required to achieve the scope of service, major activities, project outcomes and deliverables as set forth in the County Agreement, and in achieving the requirements and goals of this Agreement.

11. EARLY TERMINATION.

No Town shall terminate this Agreement while the County Agreement is in effect. Upon termination of the County Agreement, if a Town elects to terminate its participation in this Agreement, written notice to the other Towns shall be given at least three (3) months prior to its termination. Such notice shall require the Town to offer to sell its interest in the Equipment to one or more of the other Towns. The price for the interest of the terminating Town, shall be the average of three outside appraisals with respect to the then fair market value of the Equipment, but in no event more than \$194,863.00. The appraisals shall be paid for, in the first instance, by the terminating Town; however, said Town shall be reimbursed from the proceeds of the sale of the Equipment if the Equipment is sold after advertising the sale, as set forth below.

The appraisers shall be selected by a majority of the Town Highway Superintendents. If the Town Highway Superintendents cannot agree the appraisers shall be selected by the Dutchess County Commissioner of Public Works. If one or more of the Towns purchases the interest of a terminating Town, all references in this Agreement about sharing usage, responsibilities, revenues, and costs shall be deemed amended to reallocate the share of the terminating Town to the Town or Towns which purchase such share.

If one or more of the other Towns elects not to purchase the interest of the terminating Town, and there is no transfer of the terminating Towns interest in the Equipment to another Town, or if all parties shall elect to terminate this Agreement, then the Equipment shall be sold to the highest bidder after advertising the sale in accordance with New York State Law. The net proceeds shall be divided equally among the Towns.

12. INDEMNITY.

Each Town shall indemnify and hold harmless each other Town for any loss, damages, judgment and all other costs, including reasonable attorney's fee and costs, sustained by any of the other Towns in connection with the Equipment and this Agreement arising directly or indirectly out of the negligent acts or omissions of the Town or its officers, employees or agents providing the indemnity. This provision as well as the additional provisions of this Agreement are solely for the benefit of the parties and the parties intend no benefits to third persons.

13. TERM OF AGREEMENT.

This Agreement shall continue in force for an initial period commencing with the date of this Agreement and ending on the date the Equipment has no more useful life, unless terminated upon agreement of all parties. The Towns must agree by majority vote that the Equipment has no more useful life. If there is a dispute as to this issue it shall be determined by the Dutchess County Commissioner of Public Works.

14. JURISDICTION.

This Agreement is entered into pursuant to the laws of the State of New York, and any changes or amendments to this Agreement must be in writing and signed by the Supervisor of each Town after authority from each Towns' respective Board.

15. NO ASSIGNMENT OR SUBCONTRACTS.

No party shall assign or subcontract its right and obligations under this Agreement without the express written consent of the other Towns.

16. NOTICES.

Any and all notices given pursuant to this Agreement shall be transmitted in writing via fax or email to the attention of each Town's Highway Superintendent and Town Supervisors, if their name appears, as follows:

Clinton	Highway Department
	Fax No.: (845) 266-3215
	Email: highway@TownofClinton.com

Milan Highway Department
Fax No.:
Email: highway@milan-ny.gov
Town Supervisor
Fax No.: (845) 758-0445
Email: supervisor@milan-ny.gov

Rhinebeck Highway Department
Fax No.: (845) 876-8335
Email: town.highway@rhinebeck-ny.gov
Town Supervisor
Fax No.: (845) 876-5885
Email: town.supervisor@rhinebeck-ny.gov

17. DISPUTES.

Except as otherwise provided in this Agreement, the Dutchess County Supreme Court shall have exclusive jurisdiction over any controversy or claim arising out of or relating to this Agreement, or the breach thereof.

18. MISCELLANEOUS PROVISIONS.

This Agreement constitutes the complete understanding of the parties. No modification of any provisions hereof shall be valid unless in writing and signed by each party.

No waiver of any condition of this Agreement shall be binding unless in writing and signed by the Town or Towns waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

19. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon, inure to the benefit of, the parties and their respective successors and assigns.

20. COUNTY INSURANCE REQUIREMENTS.

Each Town shall have in effect during the term of the County Agreement the insurance required in paragraph ____ of the County Agreement. Prior to obtaining the Equipment each Town shall provide proof of insurance to the other Towns and Dutchess County in the form of a Certificate of Insurance.

21. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be an original for all purposes. This Agreement may be executed by facsimile transmission of original signatures in one or more counterparts.

IN WITNESS WHEREOF, the undersigned Towns have each caused this Agreement to be signed by their duly authorized Supervisors as of the day and year written above written.

TOWN OF CLINTON

By: _____

TOWN OF MILAN

By: _____

TOWN OF RHINEBECK

By: _____

EXHIBIT "A"

Grant Application for Municipal Consolidation and Shared Services

EXHIBIT "B"

Award - Municipal Consolidation and Shared Services Grant



COUNTY OF DUTCHESS

MARCUS J. MOLINARO
COUNTY EXECUTIVE

October 5, 2015

William Gallagher, Supervisor
Town of Milan
20 Wilcox Circle
Milan, NY 12571

Dear Supervisor Gallagher:

I am pleased to inform you that your municipality has been awarded \$194,863 through the Dutchess County 2015 Municipal Consolidation & Shared Services Grant Program for the following project: **Municipal Shared Highway Equipment.**

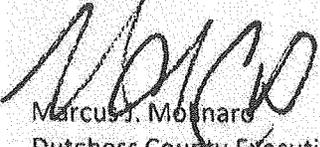
Shared highway equipment will result in greater efficiency and productivity in service delivery to residents. The long-term results will produce significant cost savings for all municipalities involved, while also improving the facilitation of highway projects.

The program year will commence on October 1, 2015 and will conclude on September 30, 2016. This is a reimbursement program which will be facilitated through a formal contract with Dutchess County. We expect that all projects will be completed within 12-months.

The Department of Planning and Development will be contacting you to begin the contract process within the next few weeks.

We look forward to working with you on this project. If you have any questions, please feel free to contact Eoin Wrafter at (845) 486-3600.

Sincerely,


Marcus J. Molinaro
Dutchess County Executive

C: Raymon Oberly, Supervisor, Town of Clinton
Elizabeth Spinzia, Supervisor, Town of Rhinebeck
Michael Ellison, Assistant County Executive
Eoin Wrafter, Commissioner, Department of Planning & Development

EXHIBIT "C"

Equipment

- Truck - 2016 International 4400 SBA 4X2 (MA035),
with service contract.
- Bucket - Terex Hi-Ranger XT Pro 60 Insulated Overcenter Aerial Device,
rear mounted with 60' reach.

EXHIBIT "D"

Grant Agreement with the County of Dutchess

EXHIBIT "E"

Project Facilitators

Town of Milan: Highway Superintendent
Town of Milan
Wilcox Memorial Hall
20 Wilcox Circle
Milan, NY 12571
Telephone: (845) 758-5133
Email: highway@milan-ny.gov

Town of Clinton: Highway Superintendent
Town of Clinton
1207 Centre Road
Rhinebeck, NY 12572
Telephone: (845) 266-3215
Email: highway@TownofClinton.com

Town of Rhinebeck: Highway Superintendent
Town of Rhinebeck
80 East Market Street
Rhinebeck, NY 12572
Telephone: (845) 876-3409
Email: town.highway@rhinebeck-ny.gov

TOWN OF RHINEBECK

RESOLUTION NO. 2016042

CONTRACT WITH THE CHAZEN COMPANIES FOR LANDFILL REPORTING AND SAMPLING

WHEREAS, the Town has previously contracted with The Chazen Companies to monitor, sample and provide reports on the Town landfill on yearly basis; and

WHEREAS, the Town is in receipt of the attached contract Proposal for Continued Rhinebeck Landfill Reporting and Sampling for 2016; now, therefore, be it

RESOLVED, that the attached contract is approved and the Supervisor is authorized to sign it the same or substantially the same form.



Proud to be Employee Owned

Engineers
Land Surveyors
Planners
Environmental & Safety Professionals
Landscape Architects

Hudson Valley Office

21 Fox St., Poughkeepsie, NY 12601
P: (845) 454-3980 F: (845) 454-4026
www.chazencompanies.com

Capital District Office (518) 273-0055
North Country Office (518) 812-0513

September 21, 2015

Supervisor Elizabeth Spinzia
Town of Rhinebeck
80 East Market Street
Rhinebeck, NY 12572

Re: Proposal for Continued Rhinebeck Landfill Reporting and Sampling

Dear Supervisor Spinzia and Town Board Members:

The Chazen Companies (Chazen) thank you for the opportunity to present our proposal for 2016 sampling and reporting at your landfill on Stone Church Road. Chazen has provided NYSDEC-required inspection, monitoring and reporting services for this site since 2010.

Proposed services in 2016 are the same as those warranted in 2015 under your current monitoring commitments to NYSDEC, with the exception that your groundwater sampling event will occur in a different quarter.

Proposed Landfill Sampling – Second Quarter 2016 through First Quarter 2017

Our proposed work for the Town from second quarter 2016 through first quarter 2017 consists of the following:

- Quarterly site visits to confirm the site and cap condition.
- Quarterly landfill gas monitoring at permanent gas vents for explosive gases.
- Groundwater quality sampling is required every fifth quarter. Water quality sampling in 2016 will be performed during third quarter, occurring in four monitoring wells (and including one duplicate sample for quality assurance purposes), one surface water sample, and analysis of one trip blank (also for quality assurance)
- Preparation of your 2016 Annual Report.

Professional Services Fee Schedule

To meet your 2016 landfill management obligations, Chazen presents Tasks 10 and 11 below. Our invoices are issued monthly and are payable upon receipt. Lump Sum tasks are billed commensurate with percentages of completed tasks. Chazen will contact you if unexpected circumstances are noted at the landfill or if issues arise outside of our control which might change our required scope of work.

Task, Fee and Time Schedule Summary

Tasks		Fee Estimates		
Task No.	Task Description	Lump Sum Fee Bill	Time & Materials Estimate	Laboratory Fees
010	Second Quarter 2016 through First Quarter 2017 Quarterly inspections, groundwater sampling including laboratory fees, and quarterly explosive gas monitoring (four quarters)	\$2,500	---	\$2,250
011	2015 Annual Report	\$1,950	---	---
Totals		\$4,450	---	\$2,250
Total Estimated Cost		\$6,700		

Since you previously signed our standard contract, a signature authorization below is sufficient to authorize our work with the understanding that it is governed by the previously accepted contractual terms. Please feel free to contact me at 845 486-1551 if you have any questions. The Chazen Companies looks forward to continued work with you at this site.

Sincerely,



Russell Urban-Mead, CPG
 Senior Hydrogeologist

 Authorizing Signature & Date

cc: file

TOWN OF RHINEBECK

RESOLUTION NO. 2016043

2016 MAINTENANCE CONTRACTS

WHEREAS, the Town Maintenance Department has submitted the attached quotes to the Town Board for approval along with a summary cover memorandum; and

WHEREAS, the Maintenance Supervisor has advised the Town Clerk that the Maintenance Department recommends the Board accept the quotes of Vanguard (roof maintenance); ABC (pest control); ESC (pool chemicals); Protective Power (generator maintenance); Jeff Decker (Dock Project); Mid-Hudson (Rhinecliff sprinkler system); Superior Sanitation (portable toilets); and Valley Energy (furnace service); now, therefore; be it

RESOLVED, that the Board approves the Maintenance Department's above-mentioned recommendations for the attached quotes.

2016 CONTRACT SUMMARY MEMO

- **Roof at Town Hall**

Vanguard - \$760 for spring and fall maintenance service contract; we don't solicit other quotes to maintain warranty (cost has remained constant since 2011)

- **Pest Control at Town Hall and Pool/Playground**

2 quotes: Craig Thomas @TH – twice/yr, 2 offices – \$450 (total for yr)
@Pool – monthly, May thru Sept – \$450 (total for yr)

ABC @TH – twice/yr, 2 offices – \$300 (total for yr)
@Pool – monthly, May thru Sept - \$625 (total for yr)

Bobby Fitzpatrick is recommending ABC Pest Control because even though the estimated cost is close to that of Craig Thomas, ABC provides unlimited call-backs and will not charge additional fee to treat carpenter bees in benches.

- **Pool Chemicals at Pool**

3 quotes: ESC (Jim Dwyer) hypochlorite \$1.52/gal.
muratic acid \$5.49/gal.
sodium bicarb \$.42/lb

DUSO – no response

Wechsler – no response

Made two follow-up phone calls to DUSO & Wechsler, no response

- **Maintenance Service to 3 generators – 1 at TH, 2 at Vanderburgh Cove**

2 quotes: Protective Power TH & VC \$1050

Kinsley Power TH & VC \$2153

Made 2nd phone call to Kinsley – was told price would be same as last year

- **Dock Project – Install and Remove Annually (no longer inclds. sea taxi)**

3 quotes: Jeff Decker - \$2800
Tom LeGrand – not submitting bid
John McGuire – not submitting bid

- **Maintain Sprinkler System in R'cliff** – spring prep & winterize
Only seek one quote because Mid-Hudson installed system. Price hasn't changed since 2009

Quote: \$600 total (\$300 to open in spring, \$300 to close in fall)

- **Portable Toilets**

Two quotes:

Superior Sanitation – monthly cost is \$325 - April through October - less a one-time pro-rated payment of \$67.50 for month of October for handicapped unit

Schedule:

One handicapped unit – dock (4-1 to 10-15)

One regular unit – ball fields (4-1 to 10-30)

One regular unit – park (4-1 to 10-30)

M & O Sanitation – monthly cost - \$445 for 7 months (doesn't pro-rate)

- **Furnace Service Contracts**

These contracts are always with the current fuel oil vendor. Contracts in place automatically renew. The contract covers 3 sites: Town Hall, Shop at Landfill, and Town Pool. This year, the fuel contract went to Valley Energy; they gave a 10% discount on our service contract.

Old Landfill Shop – \$251.11

Town Pool – \$125.10

Town Hall – \$251.11

- **Septic Tank Pump-outs** – none needed for 2016

TOWN OF RHINEBECK

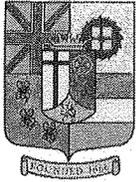
RESOLUTION NO. 2016044

ANNUAL 284 AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONIES

WHEREAS, the Town Board has received the attached form Agreement for the Expenditure of Town Highway Monies ("Agreement") from the Dutchess County Department of Public Works;

WHEREAS, the Board has also received the attached memorandum from the Highway Superintendent describing the repairs that require expenditures for 2016 and requesting approval of the Agreement; now, therefore, be it

RESOLVED, that the Agreement is hereby approved and the Town Supervisor, the Highway Superintendent and all Town Board members are authorized to execute the same in substantially the same form as the attached.



MEMO

Town of Rhinebeck Highway Department

119 Rhinecliff Road, Rhinebeck, NY 12572 Phone: 845-876-6263 Fax: 845-876-8335

Date: January 6, 2016
To: Supervisor Spinzia, and Board Members Gelb, Scherr, Fernandez, and Roberts
Cc: Town Clerk Gautier
From: Barry H. Sherrod, Highway Superintendent
Re: **2016 Annual 284 Agreement**

I request that the Board approve the NYS required annual 284 Agreement for 2016's planned road improvement projects and general repairs at the January 11, 2016 meeting. We are required to file the agreement with the Town Clerk and the County Superintendent of Highways, each year. The agreement reflects the adopted 2016 budget.

A description of the work is below. The 284 Agreement will be available at the January 11, 2016 Town Board meeting and requires the signatures of the Supervisor, Council Members, and the Highway Superintendent before its submission to the Town Clerk and the County Superintendent of Highways.

The 2016 budget has allocated one road improvement to be determined. An addendum to the agreement will be filed once that project has been determined.

Listed below is a brief summary:

Total General Repairs: \$448,760

Total Improvements: \$195,000

Road Name: South Hinterlands Road
Condition: Deterioration of existing road surface from regular wear, severe cracking, rutting, curb loss.
Proposed Remediation: drainage improvements, surface shim and level, resurface, landscape restoration
Surface Material: bituminous asphalt
Area of Work: entire length of road from Burger Road to end of road cul-de-sac (.43 miles)
Estimated cost: \$65,000.

Road Name: Kipsbergen Drive
Condition: Deterioration of existing road surface from regular wear, cracking, rutting.
Proposed remediation: patch, shim, and resurface. Landscape restoration as required
Material: bituminous asphalt
Area of Work: entire length from Ackert Hook to end of road to cul-de-sac (.32 miles)
Estimated cost: \$60,000

Road Name: **Hilltop Road**
Estimated cost: \$45,720
Condition: Deterioration of existing road surface from regular wear, cracking, rutting.
Proposed remediation: patch, shim, and resurface. Landscape restoration as required
Material: bituminous asphalt
Area of Work: entire length from White School House to end of road to cul-de-sac (.83 miles)
Estimated cost: \$70,000

Please feel free to contact me should you require any amplifying information.

Respectfully,

Barry H. Sherrod
Superintendent of Highways
Town of Rhinebeck

Agreement for the Expenditure of Highway Moneys

AGREEMENT between the Town Superintendent of the Town of Rhinebeck, Dutchess County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$ 448,760 shall be set aside to be expended for primary work and general repairs upon 57.35 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.

2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of Town highways:

(a) South Hinterlands Road, commencing at Burger Road and leading to the end of road cul de-sac, a distance of 0.43 miles, there shall be expended not over the sum of \$65,000.

Type:	Type 6 Asphalt
Width of traveled surface:	25'
Thickness:	1 ½"
Subbase:	Existing

Prep Work: Drainage evaluation and improvements and surface prep as required (including but not limited to Removal and replacement of any galvanized steel culvert pipe with HDPE smooth-wall plastic pipe, etc.) Tack coat and pave.

(b) Kipsbergen Road, commencing at Ackert Hook Road and leading to the end of road cul de-sac, a distance of 0.32 miles, there shall be expended not over the sum of \$60,000.

Type	Type 6 Asphalt
Width of traveled surface	23'
Thickness	1 ½"
Subbase	Existing

Prep Work: Drainage evaluation and improvements and surface prep as required (including but not limited to removal and replacement of any galvanized steel culvert pipe with HDPE smooth-wall plastic pipe, Shimming and/or reinforcing etc.) Tack coat and pave.

(c) Hilltop Road commencing at White School House Road and leading to the end of road cul de-sac, a distance of 0.83 miles, there shall be expended not over the sum of \$70,000.

Type	Type 6 Asphalt
Width of traveled surface	16'
Thickness	1 ½"
Subbase	Existing

Prep Work: Drainage evaluation and improvements and surface prep as required (including but not limited to Removal and replacement of any galvanized steel culvert pipe with HDPE smooth-wall plastic pipe, etc.) Tack coat and pave.

Executed in duplicate this _____ day of _____, 2_____

Supervisor

Councilman

Councilman

Councilman

Councilman

Councilman

County Superintendent of Highways

Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

TOWN OF RHINEBECK

RESOLUTION NO. 2016045

TOWN HALL USE APPLICATION

WHEREAS, the Town Clerk's Office has received the attached application from Frank Stoppenbach for the use of the Town Hall for a live video stream showing of a Bernie Sanders speech to be held on January 23, 2016 from 5:00 to 8:00 pm; now, therefore, be it

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

TOWN OF RHINEBECK TOWN HALL USAGE APPLICATION

Application date Dec 15, 2015

. 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 FRANK STOPPENBACH

ADDRESS 96 NOKEY ROAD, RED HOOK, NY 12571

PHONE NUMBER 845 758-1726

EMAIL frankst@attglobal.net

Name of event BERNIE SANDERS TELEvised EVENT

Date of event JAN 23, 2016 from 5 PM to 8 PM

Description of Event A TV/PROJECTOR WILL BE USED TO SHOW THE EVENT TO THOSE INTERESTED

Will there be amplified sound? ONLY WHAT THE PROJECTOR AND/OR TV PROVIDE

Approximate number of attendee's expected 25 STREAMING VIDEO WILL BE USED. WE HAVE A CELL MODEM TO ACCESS

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

Frank Stoppenbach
Dec 15, 2016