

**Town of Rhinebeck**  
**Reorganization Board Meeting**  
**Agenda**  
**January 11, 2016 6:45 PM**

Draft 1/7/2016 11:29:10 AM

A. Call to Order

B. Resolutions

1. Resolution 2016001 Order of Business for 2016 Town Board Meetings
2. Resolution 2016002 Scheduling 2016 Town Board Meetings; First 2017 Regular Board Meeting; and 2017 Reorganization Meeting
3. Resolution 2016003 2016 Town Holiday Schedule
4. Resolution 2016004 Official Newspaper
5. Resolution 2016005 Official Bank
6. Resolution 2016006 Petty Cash Funds
7. Resolution 2016007 2016 Salary Schedule
8. Resolution 2016008 2016 Town Board Liaisons
9. Resolution 2016009 Appointing Zoning Administrator
10. Resolution 2016010 Appointing Fire Inspector
11. Resolution 2016011 Appointing Building Inspector II
12. Resolution 2016012 Appointing Tax Collector and Deputy Tax Collector
13. Resolution 2016013 Appointing Town Clerk and Deputy Town Clerk
14. Resolution 2016014 Appointing Emergency Management Coordinator
15. Resolution 2016015 Appointing Dog Control Officer
16. Resolution 2016016 Appointing Town Attorney
17. Resolution 2016017 Appointing Planning/Zoning Attorney
18. Resolution 2016018 Appointing Tax Certiorari Attorney
19. Resolution 2016019 Appointing Town Prosecutor

**Town of Rhinebeck**  
**Reorganization Board Meeting**  
**Agenda**  
**January 11, 2016 6:45 PM**

20. Resolution 2016020 Appointing Chair of Board of Assessors
21. Resolution 2016021 Appointments to Conservation Advisory Board
22. Resolution 2016022 Appointments to Ethics Board
23. Resolution 2016023 Appointments to the Planning Board
24. Resolution 2016024 Appointment to Zoning Board of Appeals
25. Resolution 2016025 Appointments to Aging Committee
26. Resolution 2016026 Appointments to Cemetery Committee
27. Resolution 2016027 Appointments to Historic Structures Committee
28. Resolution 2016028 Appointments to Open Space Affordable Housing Committee
29. Resolution 2016029 Appointment to Recreation Committee
30. Resolution 2016030 Appointments to Thompson Mazzarella Park Committee
31. Resolution 2016031 Appointment to Vanderburgh Cove Sewer District Committee
32. Resolution 2016032 Appointing Planning/Zoning Consulting Engineer
33. Resolution 2016033 Appointing Town Planner
34. Resolution 2016034 Appointing Representative to Northern Dutchess Alliance

C. Adjournment

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016001**

**ORDER OF BUSINESS FOR 2016 TOWN BOARD MEETINGS**

WHEREAS, the Rhinebeck Town Board wishes its meetings to be uniform and predictable both for the orderly conduct of business and for the benefit of the public; and

WHEREAS, a set agenda will accomplish these goals; now, therefore, be it

RESOLVED, that the order of business for Rhinebeck Town Board Meetings in 2016 shall be as follows:

- Call to Order
- Pledge of Allegiance
- Approval of Prior Minutes
- Announcements
- Public Hearings
- Committee & Liaison Reports
- Resolutions (including Board discussion and public comment)
- New Business
- Discussion Items
- Public Comment on Non-Agenda Items
- Executive Session
- Adjournment

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016002**

**SCHEDULING 2016 TOWN BOARD MEETINGS; FIRST 2017 REGULAR BOARD MEETING; AND 2017 REORGANIZATION MEETING**

WHEREAS, the Rhinebeck Town Board desires to meet the second and fourth Monday of each month, excepting holidays and during the Summer months; now, therefore, be it

RESOLVED, that the Rhinebeck Town Board shall hold its 2016 Regular Board Meetings; the 2017 Reorganization Meeting; and the first Regular Board Meeting of 2017, on the dates listed below, at the Rhinebeck Town Hall, 80 East Market Street, Rhinebeck, New York, at 6:45 p.m.

January 25  
February 8  
February 22  
March 14  
March 28  
April 11  
April 25  
May 9  
May 23  
June 27  
July 25  
August 22  
September 12  
September 26  
October 24  
November 14  
November 28  
December 12  
January 9, 2017 Reorganization Meeting  
January 9, 2017 Regular Board Meeting

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016003**

**2016 TOWN HOLIDAY SCHEDULE**

WHEREAS, the Rhinebeck Town Board must yearly establish the Town Hall Holiday schedule; now, therefore, be it

RESOLVED, that the Town of Rhinebeck recognizes the following days as Holidays for 2016 on which the Town Hall shall be closed for business:

January 1	(New Year's Day)*
January 18	(Martin Luther King Day)
February 15	(Presidents' Day)
March 25	(Good Friday)
May 30	(Memorial Day)*
July 4	(Independence Day)*
September 5	(Labor Day)*
October 10	(Columbus Day)
November 11	(Veterans Day)
November 24	(Thanksgiving)*
December 26	(Christmas)*
Floating Holiday	* = part-time paid holiday

; and, be it further

RESOLVED, that the Town of Rhinebeck Town Hall shall close for business at Noon on the following days in 2016:

November 23	(Day before Thanksgiving)
December 31	(New Year's Eve)

**TOWN OF RHINEBECK**  
**RESOLUTION NO. 2016004**  
**OFFICIAL NEWSPAPER**

WHEREAS, the Town must each year designate its official newspaper for purposes of announcements and legal notices; now, therefore, be it

RESOLVED, that the *Kingston Daily Freeman* is hereby designated the Town's official newspaper for the year 2016.

**TOWN OF RHINEBECK**  
**RESOLUTION NO. 2016005**

**OFFICIAL BANK**

WHEREAS, the Town must each year designate its official bank; now, therefore, be it  
RESOLVED, that M&T Bank is hereby designated as the Town's official bank for the  
year 2016.

**TOWN OF RHINEBECK**  
**RESOLUTION NO. 2016006**  
**PETTY CASH FUNDS**

WHEREAS, the Town Board must approve petty cash accounts for various Town departments and offices on a yearly basis; now, therefore, be it

RESOLVED, that the following petty cash accounts are hereby approved in the listed amounts for the year 2016.

Town Clerk	\$200
Court	\$100
Recreation	\$120
Highway	\$200
Tax Collector	\$100

**TOWN OF RHINEBECK**  
**RESOLUTION NO. 2016007**  
**2016 SALARY SCHEDULE**

WHEREAS, the Town Bookkeeper has submitted for the Board's approval the attached salary schedule for 2016; and

WHEREAS, the Board has reviewed the attached salary schedule and found it satisfactory; now, therefore, be it

RESOLVED, that the attached 2016 salary schedule is adopted.

2016 ADOPTED SALARY SCHEDULE (In Budget Order)

TITLE	2016 ADOPTED SALARY
COUNCILMAN	\$5,753.00
JUSTICE	\$13,160.00
JUSTICE	\$13,160.00
CLERK TO THE JUSTICE	\$18.99
COURT CLERK	\$13.92
CONSTABLE (was court attendant)	\$30.00
SUPERVISOR	\$20,000.00
OFFICE MANAGER	\$49,283.25
CLERK - Finance	\$15.85
TAX COLLECTOR	\$6,630.00
DEPUTY TAX COLLECTOR	\$556.00
ASSESSOR Chairman	\$10,815.00
ASSESSOR	\$9,438.00
ASSESSOR	\$9,438.00
ASSESSOR'S AIDE (FT)	\$16.98
ASSESSOR'S AIDE (PT)	\$14.45
TOWN CLERK	\$40,835.70
DEPUTY TOWN CLERK	\$18.25
SUPERVISOR BUILDINGS & GROUNDS	\$54,412.80
LABORER - Call in when needed.	\$12.00
DOG CONTROL OFFICER	\$9,378.00
REGISTRAR	\$520.00
DEPUTY REGISTRAR	\$520.00
SUPERINTENDENT OF HIGHWAY	\$55,682.00
SECRETARY TO HIGHWAY SUPERINTENDENT	\$13.40
RECREATION DIRECTOR	\$20,400.00
CLERK - CAB	\$12.00
GROUNDSKEEPER	\$33,115.93
CLERK - Cemetery	\$2,080.80
BLDG INSPECTOR II	\$27.59
TYPIST - Bldg Dept	\$13.40
SECRETARY TO ZONING BOARD OF APPEALS	\$13.15
ZONING ADMINISTRATOR	\$26.52
SECRETARY TO PLANNING BOARD	\$13.15
WORKING FOREMAN	\$28.35
MOTOR EQUIPMENT OPERATOR	\$21.02
MOTOR EQUIPMENT OPERATOR	\$21.02
MOTOR EQUIPMENT OPERATOR	\$20.08
MOTOR EQUIPMENT OPERATOR	\$19.88
AUTO MECHANIC	\$22.97
MOTOR EQUIPMENT OPERATOR	\$19.88
LABORER - Temporary as needed for Highway	\$14.25
CLERK - Sewer	\$865.98

**TOWN OF RHINEBECK**  
**RESOLUTION NO. 2016008**  
**TOWN BOARD LIAISONS**

WHEREAS, the members of the Town Board perform as liaisons to the Town's various departments, boards and committees; now, therefore, be it

RESOLVED, that the following Town Board members are hereby appointed as liaisons to the following departments, boards and committees for the year 2016:

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016009**

**APPOINTING ZONING ADMINISTRATOR**

WHEREAS, the Town must appoint a Zoning Administrator for each year; and

WHEREAS, Ronald M. Evangelista has served in this role and has indicated his desire to continue his service; now, therefore, be it

RESOLVED, that Ronald M. Evangelista is hereby reappointed Town Zoning Administrator for the year 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016010**

**APPOINTING FIRE INSPECTOR**

WHEREAS, the Town must appoint a Fire Inspector for each year; and

WHEREAS, Edmund Matuk has served in this role and has indicated his desire to continue his service; now, therefore, be it

RESOLVED, that Edmund Matuk is hereby reappointed Town Fire Inspector for the year 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016011**

**APPOINTING BUILDING INSPECTOR II**

WHEREAS, the Town must appoint a Building Inspector II for each year; and

WHEREAS, Edmund Matuk has served in this role and has indicated his desire to continue his service; now, therefore, be it

RESOLVED, Edmund Matuk is hereby reappointed Town Building Inspector II for the year 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016012**

**APPOINTING TAX COLLECTOR AND DEPUTY TAX COLLECTOR**

WHEREAS, the terms of the Tax Collector and Deputy Tax Collector expired on December 31, 2015; and

WHEREAS, the Tax Collector and Deputy Tax Collector have each indicated their desire to continue in their office; now, therefore, be it

RESOLVED, that Jon Gautier is hereby reappointed Town Tax Collector, and Joan Winne is hereby reappointed Deputy Town Tax Collector, for the year 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016013**

**APPOINTING TOWN CLERK AND DEPUTY TOWN CLERK**

WHEREAS, the terms of the Town Clerk and Deputy Town Clerk expired on December 31, 2015; and

WHEREAS, the current Town Clerk and Deputy Town Clerk have each indicated their desire to continue in their offices; now, therefore, be it

RESOLVED, that Jon Gautier is hereby reappointed Town Clerk, and Joan Winne is hereby reappointed Deputy Town Clerk, for terms expiring on December 31, 2017.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016014**

**APPOINTING EMERGENCY MANAGEMENT COORDINATOR**

WHEREAS, Henry Campbell has served as the Dutchess County Department of  
Emergency Management Coordinator for the Town for the year 2015; and

WHEREAS, his term expired on December 31, 2015; and

WHEREAS, he has indicated his desire to be reappointed; now, therefore, be it

RESOLVED, that Henry Campbell is hereby reappointed as the Dutchess County  
Department of Emergency Management Coordinator for the Town for the year 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016015**

**APPOINTING DOG CONTROL OFFICER**

WHEREAS, the Town must appoint a Dog Control Officer for each year; and

WHEREAS, Roger Newkirk has served in this role and has indicated his desire to continue his service; now, therefore, be it

RESOLVED, Roger Newkirk is hereby reappointed Town Dog Control Officer for the year 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016016**

**APPOINTING TOWN ATTORNEY**

WHEREAS, the Town must retain a town attorney for the purpose of providing general legal advice;

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

RESOLVED, that the Town hereby retains Warren Replansky, Esq. as the Town's attorney for the year 2016 and the Supervisor is authorized to execute an engagement letter in the same or substantially the same form as that attached.

The Law Offices of  
**WARREN S. REPLANSKY, PC**

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PO BOX 659  
2990 CHURCH STREET  
PINE PLAINS, NEW YORK 12567  
(518)398-5208  
(518)398-5297 Facsimile  
E-mail: [wreplansky@optonline.net](mailto:wreplansky@optonline.net)

December 17, 2015

Town Board of the Town of Rhinebeck  
80 East Market Street  
Rhinebeck, NY 12572

*Re: Letter of Engagement – Attorney to the Town for 2016*

Dear Town Supervisor and Town Board Members:

I am writing to confirm the terms under which I agree to perform legal services to the Town of Rhinebeck, as Attorney to the Town for the year 2016.

I agree to perform all legal services, as may be required by me by the Town Board which are normally and customarily provided by the Town Attorney or Attorney to a Town at an hourly rate of \$165.00 per hour. I will also be billing for disbursements such as mailing and overnight fees, copying charges, filing fees and disbursements.

It is my understanding that the scope of my services will not include representation of the Town in tax certiorari petitions and other matters relating to the Assessor's Office, which will be provided to the Town by special legal counsel. I will also not be expected to provide legal services, advice and counsel to the Planning Board and Zoning Board of Appeals, which services are also to be supplied by special counsel employed by the Town for that purpose. I will also not be expected to provide services with regard to the prosecution of vehicle and traffic charges, Town Code, Uniform Fire and Property Maintenance Violations, Zoning Law violations and dog law violations, which are also to be provided by special legal counsel employed by the Town.

I do expect to provide legal services to the Town in all litigation and in matters relating to other employees and divisions of the Town, including the Highway Department, as needed. These services will also be billed at my same hourly rate.

It is my understanding that litigation relating to zoning and planning matters, and prosecution of issues covered by the special prosecution will normally, but not necessarily, be handled by Special Counsel to the Planning Board and ZBA. I would expect to provide legal services in all other litigation filed against the Town and in all litigation instituted by the Town, at my same hourly rate, as needed. For the avoidance of doubt, with respect to all litigation referred to in this Letter of Engagement which I expect to be referred to me, I understand the Town remains free to engage whatever attorney it wishes to represent it in all such litigation and not to engage me with respect to any such litigation.

It is my understanding that I will not be required to attend every Town Board meeting, but that there will be periodic attorney/client or executive session meetings with the Town Board and that I will be requested to attend portions of Town Board meetings and public hearings when my presence is required by the Town Board. Those services will be billed at my same hourly rate.

In the normal course of events, I expect to bill the Town for services rendered on a monthly basis, on vouchers, as required by the Town of Rhinebeck and New York State Town Law, which will be audited and approved for payment by the Town Board. I will try to give the Town Board member requesting legal advice a prior estimate of expected time charges for individual matters which I believe will take more than two hours so that the Town Board member may ask the Town Board whether it wishes me to advise on such matter. This requirement shall apply, however, only to legal advice sought, or assignments made, by individual board members and not to assignments or requests for legal advice received from the Town Board as a whole at a Town Board executive session or attorney/client meeting where I am in attendance.

The State of New York has established a Fee Dispute Resolution Program which provides for the informal and expeditious resolution through arbitration (and in some cases mediation) of some fee disputes between attorneys and clients in civil matters governed by the Fee Dispute Resolution Program. Fee disputes which may not be resolved under the procedure include: representations in criminal matters; amounts in dispute involving a sum less \$1,000.00 or more than \$50,000.00 unless the parties consent; and claims involving substantial legal questions, including professional malpractice or misconduct. For more information about New York's Fee Dispute Resolution Program, you may visit <http://www.courts.state.ny.us/feegov> or call 212-428-2862. Information about the Fee Dispute Resolution Program is also available from my law firm upon request.

If the terms and conditions of this Retainer Agreement are acceptable to the Town Board, I ask that the Town Supervisor sign two (2) copies of the same and return one fully executed copy to me at your earliest convenience.

I look forward to continuing my work with the Town in 2016.

Sincerely yours,



WARREN S. REPLANSKY

WSR:bl

**AGREED AND ACCEPTED THIS  
DAY OF JANUARY, 2016**

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**ELIZABETH SPINZIA, Town Supervisor**

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016017**

**APPOINTING PLANNING/ZONING ATTORNEY**

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

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

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

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016018**

**APPOINTING TAX CERTIORARI ATTORNEY**

WHEREAS, the Town must retain an attorney for the purpose of handling tax certiorari matters; and

WHEREAS, in 2015 the Town retained to its satisfaction Karen E. Hagstrom, Esq. of Corbally Gartland and Rappleyea LLP, who has indicated her desire to continue her retention by the Town for 2016 and has submitted the attached engagement letter for the Town's acceptance; now, therefore, be it

RESOLVED, that the Town hereby retains Karen E. Hagstrom, Esq. of Corbally Gartland and Rappleyea LLP as the Town's attorney for tax certiorari matters for the year 2016 and the Supervisor is authorized to execute an engagement letter in the same or substantially the same form as that attached.

Charles J. Corbally (1966)  
John J. Gartland, Jr. (2003)  
Allan E. Rappleyea (2010)  
Michael G. Gartland  
Vincent L. DeBiase  
Paul O. Sullivan  
William F. Bogle, Jr.  
Rena M. O'Connor  
Allan B. Rappleyea  
Patrick T. Gartland  
Karen E. Hagstrom  
Kyle C. Van De Water  
Brooke D. Youngwirth

Of Counsel  
Richard V. Corbally  
Jon H. Adams

Administrator  
Joni S. Bruzzese

Since 1876

Bardavon Building  
35 Market Street  
Poughkeepsie, NY 12601  
tel 845 454 1110  
fax 845 454 4857

December 22, 2015

Town Board, Town of Rhinebeck  
80 E. Market Street  
Rhinebeck, NY 12572

**Re:** Town of Rhinebeck - Tax Certiorari Proceedings

Dear Members of the Town Board:

On behalf of Corbally, Gartland and Rappleyea, LLP, I wish to thank you for retaining our law firm to represent your interests. We appreciate your confidence and look forward to assisting you relative to defending tax certiorari proceedings on behalf of the Town.

This letter sets forth our agreement relative to our representation and the payment of our fees for legal services in this matter. I request that you review the following, sign the enclosed copy of this letter and return it to me in the envelope provided. Until notified to the contrary, we shall proceed with the handling of this matter on the basis of the agreement set forth herein.

1. Fees For Legal Services: Legal services will be provided mainly by Karen E. Hagstrom, Esq., but may also be provided by various members of our law firm and the appropriate rate will be \$165.00 per hour.
2. Costs and Disbursements: In addition to charges for legal services rendered, certain costs and disbursements will be incurred in the handling of this matter. Such costs and disbursements shall be billed to you as a separate item and in advance, if we so elect. Such costs shall include fees charged by experts, fees for depositions and deposition transcripts, filing fees, recording fees, service fees and related office expenses such as toll calls, photocopying and the like. With respect to expert fees, you may be required to pay in advance of the expert undertaking work or rendering a report. With respect to deposition billings, same will be provided to you upon receipt by the law firm and must be paid by you in full directly to the shorthand reporting service within thirty (30) days of its date.

3. Billing and Payment of Bills: You will receive a billing for legal fees and costs approximately every thirty (30) days. Unless specifically provided to the contrary under the heading "Special Arrangements," you will be required to pay your bill for fees and costs, in full, upon receipt. If you have any questions concerning your billing upon its receipt, do not hesitate to contact me.

4. Termination of Representation: We shall continue to represent your interest in this matter until any of the following occurs:

(a) You notify us that you no longer desire our representation;

(b) An unforeseen conflict has developed which, under the circumstances, requires our withdrawal as counsel;

(c) Such other circumstances develop which make it necessary, or appropriate, that our attorney-client relationship be severed; or

(d) Consistent with controlling ethical rules and the law, should you fail to communicate or cooperate in the case and/or fail to pay the firm consistent with the terms of this agreement.

Should any of these circumstances occur, we shall terminate our relationship either by consent or through an application to the court for an appropriate order.

You shall pay the firm for all work done on your behalf up to and including the Motion to be Relieved as Counsel if that course of action is taken.

5. Special Arrangements: NONE.

6. Arbitration: We are required by law to advise you that in the event a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York, a copy of which will be provided to you upon request.



CORBALLY, GARTLAND  
AND RAPPLEYEA, LLP

Once again, we appreciate the opportunity to be of service to you in this matter.

Very truly yours,

CORBALLY, GARTLAND and RAPPLEYEA, LLP

KAREN E. HAGSTROM

KEH:fer

I HEREBY AGREE AND CONFIRM THAT THIS AGREEMENT REPRESENTS MY UNDERSTANDING WITH THE LAW FIRM RELATIVE TO ITS REPRESENTATION AND THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT.

TOWN OF RHINEBECK

Date: \_\_\_\_\_

BY: \_\_\_\_\_

**TOWN OF RHINEBECK**  
**RESOLUTION NO. 2016019**  
**APPOINTING TOWN PROSECUTOR**

WHEREAS, by Resolution No. 2013164 the Town established the position of Special Prosecutor for the Town of Rhinebeck Justice Court; and

WHEREAS, in 2015 the Town retained to its satisfaction Kerri Yamashita, Esq. as Special Prosecutor, and she has indicated her desire to continue her retention by the Town for the year and has submitted the attached engagement letter for the Town's acceptance; now, therefore, be it

RESOLVED, that the Town hereby retains Kerri Yamashita, Esq. as the Town's Special Prosecutor for the year 2016 and the Supervisor is authorized to execute an engagement letter in the same or substantially the same form as that attached.

KERRI L. YAMASHITA  
6383 MILL STREET #413  
RHINEBECK, NEW YORK 12572  
(845) 282-3996

YAMASHITA@THEHUDSONVALLEYLAWOFFICE.COM

WWW.THEHUDSONVALLEYLAWOFFICE.COM

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December 18, 2015

Elizabeth Spinzia  
Town Supervisor  
Rhinebeck Town Hall  
80 East Market Street  
Rhinebeck, New York 12572

Re: Special Prosecutor

Dear Supervisor Spinzia:

I am pleased the Town Board has chosen to retain my services. Pursuant to Part 1215 of the Joint Rules of the Appellate Division, this letter will set forth the scope and terms of the retention:

#### PARTIES AND SCOPE OF REPRESENTATION

Except as otherwise directed by the Town Board I will represent the Town with regard to prosecution of vehicle and traffic law violations, zoning violations, and all other matters as set forth in the resolution of the Town Board and pursuant to the authorization of Dutchess County District Attorney William V. Grady as set forth in his letter dated July 25, 2013. The following is my best estimation of the steps involved in the representation:

preparation for and appearance at all vehicle and traffic violation hearing in the Town of Rhinebeck in the Justice Court of Justice Sanchez and Justice Kane;

preparation for and appearance at all zoning violation hearings including preparation of appearance tickets, preparation of warrants (as necessary), meeting with the zoning enforcement officer, Town Board members, and other individuals;

preparation of documentation relating to the results of my representation of the Town of Rhinebeck; and

other necessary actions pursuant to the direction of the Town of Rhinebeck as described and directed by its officials.

As with any estimate, the steps listed above may alter with time as events unfold.

## COMMUNICATION WITH ME

I will endeavor to keep the Town Board fully advised with respect to the significant events occurring during the course of the representation. **Should the Town Board have any questions or concerns at all, please let me know.**

I communicate with my clients by telephone, mail, fax, email and personal contact. You should be aware that communication by email is not a secure means of communication and it is possible that others may have access to our communications. If you have confidentiality concerns about communication by email and prefer not to utilize this method of communication, please let me know and I will respect your wishes.

If requested, I will send the Town Clerk pleadings, documents, correspondence and other information throughout the representation. These copies will be the Town's file copies. I will also keep the information in a file in my office which will be my file.

## FILE RETENTION

At the conclusion of the representation, should you desire a copy of those portions of the file that are considered the client's, please let me know and I will have a copy made for you at your expense. Otherwise, I retain the files for a period of seven years running from the conclusion of the representation at which time the files are destroyed unless you notify me to the contrary in writing.

## CLIENT'S RIGHTS AND RESPONSIBILITIES

The Appellate Divisions of the State of New York have enacted a Statement of Client's Rights, a copy of which was provided to the Town Board members previously along with a copy of the Statement of Client's Responsibilities which was promulgated at the same time. If you have any questions, please let me know.

## FEES

As agreed, my fee for these services is a flat rate of \$350.00 per judge's court session or \$100.00 per hour, whichever is less. All out of court services will be charged at a rate of \$100.00 per hour. I will bill the Town monthly. For court sessions involving plea bargaining, I will merely specify the time for each total court session. For out of court work, zoning, and other matters not involving routine plea bargaining including vehicle and traffic matters, I will itemize my time specifying the case and the time for particular services.

## ARBITRATION

In the event a dispute arises between us relating to my fees, you have a right to arbitrate the dispute under Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

## TERMINATION OF THE RELATIONSHIP

My representation of the Town will continue until otherwise agreed in writing or until the end of the year 2016. In the event fees earned under this agreement are not remitted in a timely fashion, I reserve the

right to withdraw from representation, subject, of course, to the requirements of the Code of Professional Responsibility and the rules of the tribunal in question.

This agreement is a binding contract. As a result, if any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing this agreement. Otherwise, please sign the agreement and return it to me at the following address: **Kerri L. Yamashita, P.O. Box 413, Rhinebeck, New York 12572.**

I am pleased to have the opportunity to represent you in this matter. If you have any questions, please feel free to call.

Sincerely,

Kerri L. Yamashita

I have read this letter and consent to the terms of this agreement.

By: \_\_\_\_\_

Elizabeth Spinzia as Town Supervisor

Date

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016020**

**APPOINTING CHAIR OF BOARD OF ASSESSORS**

WHEREAS, Emery Ruger's term as Chair of the Town Board of Assessors expired on December 31, 2015 and he has indicated his desire to be reappointed; now, therefore, be it

RESOLVED, that Emery Ruger is reappointed as Chair of the Board of Assessors for the year 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016021**

**APPOINTMENTS TO CONSERVATION ADVISORY BOARD**

WHEREAS, the terms of Conservation Advisory Board members Ryan Dowden (Chair), Bob Donaldson and Rachel Hyman expired on December 31, 2015; and

WHEREAS, all have expressed their willingness to be reappointed to serve another three-year term, now, therefore, be it

RESOLVED, that Ryan Dowden, Bob Donaldson and Rachel Hyman are reappointed to the Conservation Advisory Board for three-year terms expiring on December 31, 2018; and, be it further

RESOLVED, that Ryan Dowden is also reappointed as Conservation Advisory Board Chair for the year 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016022**

**APPOINTMENTS TO ETHICS BOARD**

WHEREAS, Laura Liebman's first Ethics Board term expired on December 31, 2015, and she wishes to be reappointed to a second term; and

WHEREAS, by Resolution 2014045 Elizabeth Mensch was appointed to a seat on the Ethics Board with a term expiring on December 31, 2016; and

WHEREAS, Resolution 2014045 incorrectly listed the term expiration of Ms. Mensch's seat as December 31, 2015; now, therefore, be it

RESOLVED, that Laura Liebman is reappointed to the Ethics Board to a three-year term expiring on December 31, 2018; and, be it further

RESOLVED, that Resolution 2014045 is hereby corrected to reflect the correct expiration of Elizabeth Mensch's Ethics Board seat as December 31, 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016023**

**APPOINTMENTS TO THE PLANNING BOARD**

WHEREAS, Woody Dierze's 7-year term on the Town Planning Board expired on December 31, 2015, and he wishes to be reappointed; and

WHEREAS, Melodye Moore served as the Planning Board Chair for the year 2015 and wishes to be reappointed for 2016; now, therefore, be it

RESOLVED, that Woody Dierze is hereby reappointed to the Planning Board for a 7-year term ending December 31, 2022, and Melodye Moore is reappointed as Planning Board Chair for 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016024**

**APPOINTMENT TO ZONING BOARD OF APPEALS**

WHEREAS, there is an open seat on the Zoning Board of Appeals with a 5-year term expiring on December 31, 2020; and

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

RESOLVED, that David Tobias is appointed to the Zoning Board of Appeals for a term ending on December 31, 2020.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016025**

**APPOINTMENTS TO AGING COMMITTEE**

WHEREAS, the following people have served as members of the Town of Rhinebeck Aging Committee: June Blum, Marsha DeBlasi, Michelle Feller, Yolonda Kaake, Carole Leib, Nina Lynch, and Beverly Sloane; and

WHEREAS, Marsha DeBlasi also served as Aging Committee Chair for 2015; and

WHEREAS, the terms of the above-named people expired on December 31, 2015; and

WHEREAS, all above-named people have indicated their desire to be reappointed, and Marsha DeBlasi has indicated her desire to be reappointed as Chair for the year 2016; now, therefore, be it

RESOLVED, that June Blum, Marsha DeBlasi, Michelle Feller, Yolonda Kaake, Carole Leib, Nina Lynch, and Beverly Sloane are reappointed to the Aging Committee for terms expiring on December 31, 2016, and Marsha DeBlasi is reappointed as Chair of the Aging Committee for 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016026**

**APPOINTMENTS TO CEMETERY COMMITTEE**

WHEREAS, Gina Fox's term on the Town of Rhinebeck Cemetery Committee expired on December 31, 2015 and has indicated her desire to be reappointed; and

WHEREAS, Suzanne Kelly served as the Cemetery Committee Chair for the year 2015 and wishes to be reappointed for 2016; now, therefore, be it

RESOLVED, that Gina Fox is reappointed to the Cemetery Committee for a 2-year term expiring on December 31, 2017, and Suzanne Kelly is reappointed as Chair of the Cemetery Committee for 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016027**

**APPOINTMENTS TO HISTORIC STRUCTURES COMMITTEE**

WHEREAS, the terms of the following members of the Town of Rhinebeck Historic Structures Committee all expired on December 31, 2015: Keith Arndt, Louise Gikow, Kathy Hammer, Nancy Kelly, Sally Mazzarella, Jonathan Mensch, David Miller, Melodye Moore, Sharron Sherrod, Warren T. Smith and Michael Trimble; and

WHEREAS, Melodye Moore also served as Historic Structures Committee Chair for 2015; and

WHEREAS, all of the above-named people have indicated their desire to be reappointed, and Melodye Moore has indicated her desire to be reappointed as Chair for the year 2016; now, therefore, be it

RESOLVED, that Keith Arndt, Louise Gikow, Kathy Hammer, Nancy Kelly, Sally Mazzarella, Jonathan Mensch, David Miller, Melodye Moore, Sharron Sherrod, Warren T. Smith and Michael Trimble are reappointed to the Historic Structures Committee for terms expiring on December 31, 2016, and Melodye Moore is reappointed as Chair of the Historic Structures Committee for 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016028**

**APPOINTMENTS TO OPEN SPACE AFFORDABLE HOUSING COMMITTEE**

WHEREAS, the term of Open Space Affordable Housing Committee member Dod Crane expired on December 31, 2015; and

WHEREAS, Chris Lipscomb and Jonathan Mensch also served as Open Space Affordable Housing Committee Co-Chairs for 2015; and

WHEREAS, Dod Crane has indicated his desire to be reappointed, and Chris Lipscomb and Jonathan Mensch have indicated their desire to be reappointed as Co-Chairs for the year 2016; now, therefore, be it

RESOLVED, that Dod Crane is reappointed to the Open Space Affordable Housing Committee for a 2-year term expiring on December 31, 2017, and Chris Lipscomb and Jonathan Mensch are reappointed as Co-Chairs of the Open Space Affordable Housing Committee for 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016029**

**APPOINTMENT TO RECREATION COMMITTEE**

WHEREAS, Tom Connolly's 3-year term on the Town Recreation Committee expired on December 31, 2015, and he wishes to be reappointed; now, therefore, be it

RESOLVED, that Tom Connolly is hereby reappointed to the Recreation Committee for a 3-year term ending December 31, 2018.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016030**

**APPOINTMENTS TO THE THOMPSON MAZZARELLA PARK COMMITTEE**

WHEREAS, the terms of Thompson Mazzarella Park Committee members Brendan Coffey, Bob Ellsworth, Sally Mazzarella, Sharon Sherrod, and Howie Traudt are expired, and all have expressed their wish to be reappointed; now, therefore, be it

RESOLVED, that Brendan Coffey, Bob Ellsworth, Sally Mazzarella, Sharon Sherrod, and Howie Traudt are reappointed to the Thompson Mazzarella Park Committee for 2-year terms expiring on December 31, 2017.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016031**

**APPOINTMENT TO VANDERBURGH COVE SEWER DISTRICT COMMITTEE**

WHEREAS, Dan Kilpatrick served on the Vanderburgh Cove Sewer District Committee for 2015; and

WHEREAS, he has indicated his desire to be reappointed as for 2016; now, therefore, be it

RESOLVED, that Dan Kilpatrick is hereby reappointed to the Vanderburgh Cove Sewer District Committee for 2016.

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016032**

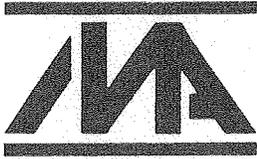
**APPOINTING PLANNING/ZONING CONSULTING ENGINEER**

WHEREAS, the Town must retain a consulting engineer for planning and zoning projects; and

WHEREAS, in 2015 the Town retained to its satisfaction Morris Associates, and that firm has indicated its desire to continue the retention by the Town for 2016 and has submitted the attached engagement letter for the Town's acceptance; now, therefore, be it

RESOLVED, that the Town hereby retains Morris Associates as the Town's planning/zoning consulting engineer for the year 2016 and the Supervisor is authorized to execute an engagement letter in the same or substantially the same form as that attached.

COPY



**MORRIS ASSOCIATES**  
ENGINEERING & SURVEYING CONSULTANTS, PLLC

■ 9 Elks Lane, Poughkeepsie, New York 12601 Tel: (845) 454-3411 Fax: (845) 473-1962  
□ 64 Green Street, Suite 1, Hudson, New York 12534 Tel: (518) 828-2300 Fax: (518) 828-3963

December 17, 2015

Town of Rhinebeck  
80 East Market Street  
Rhinebeck, NY 12572

Attn: Elizabeth Spinzia, Town Supervisor

**RE: Engagement Agreement  
2016 Planning Board Consulting Engineering Services**

Dear Supervisor Spinzia:

At the request of the Town, I have prepared this letter of engagement agreement between the Town of Rhinebeck and Morris Associates Engineering and Surveying Consultants, PLLC, to provide engineering services to the Town of Rhinebeck Planning Board from January 1, 2016 to December 31, 2016. This agreement establishes the rates and conditions under which Morris Associates will serve the Planning Board. I will serve as the principal contact with the firm, and the partner in charge of this engagement.

Under this agreement, Morris Associates will serve as engineering consultant to the Planning Board on matters requiring escrow deposits by applicants for professional review fees and expenses. Our services will be billed to the Town escrow accounts per the attached rates. All time charges will be described on our invoices, with the amount of time set forth for each specific task performed. Expenses and disbursements will be shown separately on our invoices. All invoices will be issued monthly, and payment will be due within forty-five (45) days of the receipt of the invoice.

We will bill against the escrow account for our time and expenses in reviewing a project. We will coordinate with the Planning Board office regarding sufficient funding for escrow accounts.

To indicate the Town of Rhinebeck's agreement to these terms and conditions, please sign a copy of this agreement and return it to me.

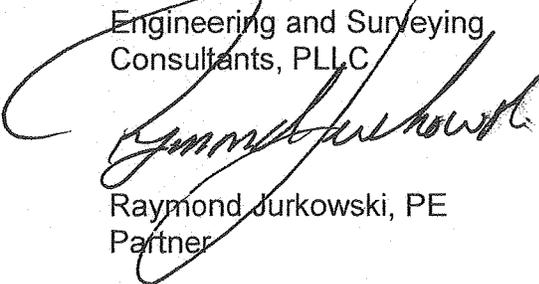
Lastly, I would like to thank the Town of Rhinebeck for their continued confidence in our firm over the years, and we look forward to working with the Planning Board in 2016.

**RE: Engagement Agreement  
2016 Planning Board Consulting Engineering Services**

If you have any questions please contact me at (845) 454-3411 extension 46.

Very truly yours,

MORRIS ASSOCIATES  
Engineering and Surveying  
Consultants, PLLC



Raymond Jurkowski, PE  
Partner

Encl.  
RJJ/slj

Cc: Joan Winne, Deputy Town Clerk  
Jon Gautier, Town Clerk ✓  
John Lyons, Esq., Planning Board Attorney

AGREED AND ACCEPTED  
this \_\_\_\_\_ day of January 2016

TOWN OF RHINEBECK PLANNING BOARD

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By: Elizabeth Spinzia, Town Supervisor

**2016 BASIS OF FEES**  
**ENGINEERING & SURVEYING SERVICES**  
**FOR TOWN OF RHINEBECK ESCROW (PB) FUNDED**

1. Fee Schedule

The fees for services to be provided by Morris Associates, Engineering & Surveying Consultants, PLLC are tabulated below. Such fees shall not be exceeded without formally amending the Agreement.

2. Fee Basis

The basis of payment for the work performed shall be in accordance with the hourly unit price method applied as a cost-reimbursable procedure:

**FEE SCHEDULE**

<u>Functional Role</u>	<u>Hourly Rate</u>
Partner/Principal	\$129.50
Associate Engineer	\$119.00
Senior Engineer	\$109.00
Senior Planner	\$107.00
Staff Engineer / Planner	\$ 93.00
Project Engineer	\$100.00
Chief Construction Inspector	\$109.00
Senior Construction Inspector	\$ 86.50
Construction Inspector	\$ 74.00
Engineer	\$ 77.50
Residential & Commercial Building Designer	\$ 68.00
Survey Technician	\$ 66.00
Chief Surveyor	\$102.00
CADD Draftsman	\$ 57.00
Instrument Man	\$ 47.00
Survey Rodman	\$ 40.00
Two Man Survey Crew	\$120.00
Administrative	\$ 33.50*
Senior CADD Draftsman	\$ 84.50
Word Processor	\$ 33.00
Express Mail/Courier Services**	Invoiced Amount Plus 10%
Telefax Services	\$1.25 per page
Reproduction/Binding Services	See Below***
Project Expenses and Subcontractor Expense	Invoiced Amount Plus 10%****

\*Fees for such services are normally included in the hourly rates for technical personnel. Should the Owner specifically request additional word processing or purely administrative assistance, such services will be provided at the rate shown.

\*\*No cost if Owner's Federal Express Number is used.

\*\*\*Standard posted rates contemplate reproduction of a basic number of reports being made, namely six (6). Additional copies at either request of Owner or approval authority will be reproduced on the basis of cost recovery plus ten (10) percent.

\*\*\*\*Project expenses shall include tolls, telephone, meals, lodging, per diem expenses, certain reproduction costs and direct material costs that are specifically required to complete the project. These costs as well as Subcontractor costs shall be invoiced at their actual cost plus ten (10) percent administrative service charge.

These rates are for the period January 1, 2016 through December 31, 2016. Rates will be increased yearly in accordance with CPI.

**TOWN OF RHINEBECK**  
**RESOLUTION NO. 2016033**  
**APPOINTING TOWN PLANNER**

WHEREAS, the Town has found it prudent and convenient to retain on a yearly basis a professional planning service for the purposes of providing advice, reviewing projects, and testifying in court; and

WHEREAS, the Town retained to its satisfaction Art Brod of Planners East Incorporated for the year 2015 and he has indicated his desire to continue his retention by the Town for the year 2016 and has submitted the attached engagement letter for the Town's acceptance; now, therefore, be it

RESOLVED, that the Town hereby retains Art Brod of Planners East Incorporated as the Town's planner for the year 2016 and the Supervisor is authorized to execute an engagement letter in the same or substantially the same form as that attached.

**PLANNERS EAST Incorporated**

**Corporate Office  
26 Brod Acres Road  
Poestenkill, New York 12140  
PlanEast@aol.com  
Arthur F. Brod Jr., President**

December 15, 2015

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

**Re: Letter of Agreement (LOA) to Provide Professional Planning  
Services during Calendar Years 2016 and 2017**

Dear Supervisor Spinzia:

Should it be the pleasure of the Town, I would be pleased to provide professional planning services as I have continuously since August 1986 to the Town of Rhinebeck on an "as requested" hourly fee basis during Calendar Years 2016 and 2017 in accordance with the below terms which maintain the Town's "preferred client" discounts and are unchanged from our current LOA:

PLANNERS EAST Incorporated will bill for the services of Arthur F. Brod Jr. at the following hourly rates:

- Town planning and zoning-related assignments, including matters related to either Planning Board or ZBA administration or assistance to the Town Board in other planning or SEQRA-related tasks ..... \$112. per hour
- Project review services under Zoning Law, Land Subdivision Regulations, Wetlands Law, Historic Buildings Law, and SEQRA ..... \$132. per hour

It has been the long-standing policy in our association with the Town, and will continue to be the policy, of PLANNERS EAST to not bill for travel time or for mileage to attend regularly-scheduled meetings. Mileage for field work, project work sessions and similar efforts will be billed at \$0.55 per mile. PLANNERS EAST Incorporated will also not bill additionally for communications services, printing and/or other incidental expenses incurred during the course of the work.

Billing will continue to occur through the last day of each calendar month, with payment anticipated in full within forty-five (45) calendar days of receipt by the

Town of a properly executed voucher. In the matter of project review services that are included on any such voucher, it is understood to be the Town's responsibility to provide timely payment for our services while protecting its own interest through escrow agreements and requirement of escrow account deposits as may be applicable or otherwise securing reimbursement by applicants, petitioners or other parties.

I look forward to the Town's acceptance of this LOA so PLANNERS EAST Incorporated may continue assisting the Town Board, the Planning Board and the Town's other officials in guiding the responsible growth and development of the community both in consideration of applications, including those applications for significant projects presently before the Planning Board and those soon anticipated, and the provision of related services as may be requested by other Town officials throughout the next two years.

Thank you for your consideration.

Sincerely,

Arthur F. Brod Jr.  
President

Accepted as Letter of Agreement:

\_\_\_\_\_  
Elizabeth Spinzia  
Supervisor, Town of Rhinebeck

\_\_\_\_\_  
Date

Upon recommendation of:

\_\_\_\_\_  
Melodye Moore  
Chair, Town Planning Board

\_\_\_\_\_  
Date

Please retain one (1) executed copy and return one (1) executed copy to PLANNERS EAST Incorporated.

Copy: Jon Gautier, Town Clerk

**TOWN OF RHINEBECK**

**RESOLUTION NO. 2016034**

**APPOINTING REPRESENTATIVE TO NORTHERN DUTCHESS ALLIANCE**

WHEREAS, the Town must appoint a representative to the Northern Dutchess Alliance for each year; and

WHEREAS, Melodye Moore has served in this role and has indicated her desire to continue her service; now, therefore, be it

RESOLVED, that Melodye Moore is hereby reappointed Town representative to the Northern Dutchess Alliance for the year 2016.