

Town of Rhinebeck
2025 Re-Organizational Town Board Meeting
Consent Agenda
Jan 6, 2025 6:00 pm

A. Call to Order

B. Pledge of Allegiance

C. Resolutions

(Tab 1) Resolution 2025-001 Order of Business for 2025 Town Board Meetings and Agenda Rules

(Tab 2) Resolution 2025-002 Scheduling 2025 Town Board Meetings including First 2025 Regular Board Meeting; and 2025 Organizational Meeting

(Tab 3) Resolution 2025-003 Town Holiday Schedule 2025

(Tab 4) Resolution 2025-004 Official Newspaper

(Tab 5) Resolution 2025-005 Official Bank

(Tab 6) Resolution 2025-006 Petty Cash Funds

(Tab 7) Resolution 2025-007 Salary Schedule

(Tab 8) Resolution 2025-008 Town Board Liaisons

(Tab 9) Resolution 2025-009 Appointing Attorney to the Town (Replansky)

(Tab 10) Resolution 2025-010 Appointing Planning/Zoning Attorney (Lyons)

(Tab 11) Resolution 2025-011 Appointing Tax Certiorari Attorney (Drake Loeb)

(Tab 12) Resolution 2025-012 Appointing Town Prosecutor (Miller)

(Tab 13) Resolution 2025-013 Appointing Town Prosecutor (Yamashita)

(Tab 14) Resolution 2025-014 Appointments Land Use Attorney (Zarin)

(Tab 15) Resolution 2025-015 Appointment to Conservation Advisory Board

(Tab 16) Resolution 2025-016 Columbia Green SPCA Contract Renewal

(Tab 17) Resolution 2025-017 Appoint Planning Board Consulting Engineer (CPL)

(Tab 18) Resolution 2025-018 Appointment to Rhinebeck Historic & Archaeological Preservation Advisory Committee (Rosenblum)

(Tab 19) Resolution 2025-019 Approve Workplace EAP Contract

(Tab 20) Resolution 2025-020 Appointments to Recreation Committee

(Tab 21) Resolution 2025-021 Appointment Planning Board Chair

(Tab 22) Resolution 2025-022 Appointing Fire Inspector

(Tab 23) Resolution 2025-023 Appoint Engineering Consultant

(Tab 24) Resolution 2025-024 Appoint Workforce Housing Committee Chair

(Tab 25) Resolution 2025-025 Hire Auditor

(Tab 26) Resolution 2025-026 Appoint Town Historian and Deputy Town Historian

(Tab 27) Resolution 2025-027 Appointments to the Cemetery Committee

(Tab 28) Resolution 2025-028 Mileage Reimbursement Rates

(Tab 29) Resolution 2025-029 Appoint Zoning Board of Appeals Chair

(Tab 30) Resolution 2025-030 Approve Dutchess Co Sheriff Contract

D. Adjournment

TOWN OF RHINEBECK
RESOLUTION NO. 2025-001
ORDER OF BUSINESS FOR 2023 TOWN BOARD MEETINGS AND AGENDA RULES

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, agenda submission and deadline rules, and a set agenda, will accomplish these goals; now, therefore, be it

RESOLVED, that all proposed agenda items must be sponsored by a Town Board Member, and the deadline for submitting agenda items for regular Monday Town Board meetings is Noon the prior Wednesday; and, be it further

RESOLVED, that the order of business for Rhinebeck Town Board Meetings in 2025 shall be as follows:

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

**TOWN OF RHINEBECK
RESOLUTION NO. 2025-002
SCHEDULING 2025 TOWN BOARD MEETINGS; FIRST 2026 REGULAR TOWN
BOARD MEETING; AND 2026 ANNUAL ORGANIZATIONAL MEETING**

WHEREAS, the Rhinebeck Town Board desires to meet monthly as listed below; and

WHEREAS, the Rhinebeck Town Board may, as dictated by the workload, call additional meetings, therefore, be it

RESOLVED, that the Rhinebeck Town Board shall hold its 2025 Regular Town Board Meetings; the 2026 Annual Organizational Meeting; and the first Regular Town Board Meeting of 2026, on the dates listed below, at the Rhinebeck Town Hall, 80 East Market Street, Rhinebeck, New York, at 6:00 p.m.

| | |
|---------------------------------|---|
| January 27 | August 25 |
| February 10 | September 29 (5 th Monday) |
| February 24 | October 27 |
| March 10 | November 24 |
| March 24 | December 8 |
| April 28 | January 5, 2026 (Annual Organizational Meeting) |
| May 12 (2 nd Monday) | January 5, 2026 (First Regular Board Meeting) |
| June 9 (2 nd Monday) | |
| July 28 | |

**TOWN OF RHINEBECK
RESOLUTION 2025-003
TOWN HOLIDAY SCHEDULE 2025**

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 2025 on which the Town Offices shall be closed for business and to designate which Holidays

Town Employees will receive paid time off (*= part time paid time off):

| | |
|-------------|---------------------------|
| January 1 | (New Year's Day)* |
| January 20 | (Martin Luther King Day) |
| February 17 | (Presidents' Day) |
| May 26 | (Memorial Day)* |
| July 4 | (Independence Day)* |
| September 1 | (Labor Day)* |
| October 13 | (Indigenous People's Day) |
| November 11 | (Veterans Day Observed) |
| November 27 | (Thanksgiving)* |
| November 28 | (Day after Thanksgiving) |
| December 24 | (Christmas Eve) –3 hours |
| December 25 | (Christmas Day)* |

1 Floating Holiday

*=part-time paid holiday

and, be it further

RESOLVED, that the Town of Rhinebeck Town Hall shall close for business at 1:00 PM on November 26, 2025 (no PTO for Thanksgiving Eve) and 1:00 PM on Christmas Eve, December 24, 2025 (only full time employees will receive 3 hours PTO for Christmas Eve)..

**TOWN OF RHINEBECK
RESOLUTION NO. 2025-004
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 2025.

DRAFT

**TOWN OF RHINEBECK
RESOLUTION 2025-005
OFFICIAL BANK**

WHEREAS, per the Town's Investment Policy the Town must annually authorize financial institutions and trust companies for the deposit of monies and designate its official banks, therefore, be it

RESOLVED, that M&T Bank is hereby designated as the Town's official bank for the year 2025 and be it further

RESOLVED that NY Cooperative Liquid Assets Securities System (NY Class) is hereby designated as the Town's official bank for the investment of funds.

**TOWN OF RHINEBECK
RESOLUTION 2025-006
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 2025

| | |
|--------------------------------|---------------------------------------|
| Town Clerk | \$200 |
| Court | \$100. |
| Recreation (register start up) | \$200 to be returned at close of pool |
| Recreation Camp | \$300 to be returned at close of camp |
| Recreation General | \$200 |
| Transfer Station | \$200 |
| Tax Collector | \$100 |
| Highway Department | \$200. |

; and, be it further

RESOLVED, that the Department Head for each shall be the custodian of their own funds with receipts submitted for each expenditure.

**TOWN OF RHINEBECK
RESOLUTION 2025-007
SALARY SCHEDULE**

WHEREAS, the Town Bookkeeper has submitted for the Board's approval the attached salary schedule for 2025; and

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

RESOLVED, that the below 2025 salary schedule is adopted.

| TITLE | 2025 PROPOSED SALARY |
|---|----------------------|
| COUNCILPERSON | \$13,500 |
| COUNCILPERSON | \$13,500 |
| COUNCILPERSON | \$13,500 |
| COUNCILPERSON | \$13,500 |
| JUSTICE | \$14,476 |
| JUSTICE | \$14,476 |
| CLERK TO THE JUSTICE | \$26.50 |
| COURT CLERK | \$26.50 |
| SUPERVISOR | \$67,725. |
| OFFICE MANAGER | \$86,526 |
| CLERK (Finance) | \$26.50 |
| CLERK (Finance) | \$26.50 |
| ASSESSOR (Salary Portion) | \$5,000 |
| ASSESSOR (Hourly Portion) | \$60.00 |
| ASSESSOR'S AIDE (FT) | \$30.50 |
| ASSESSOR'S AIDE (PT) | \$26.50 |
| TOWN CLERK | \$76,213.50 |
| DEPUTY TOWN CLERK | \$29.95 |
| SUPERVISOR BUILDINGS & GROUNDS | \$35.09 |
| GROUNDSKEEPER / CLEANER | \$26.50 |
| SUPERINTENDENT OF HIGHWAY | \$70,000 |
| SECRETARY TO HIGHWAY SUPERINTENDENT | \$26.50 |
| RECREATION DIRECTOR | \$31.50 |
| SOLID WASTE ATTENDENT (#1) | \$26.50 |
| SOLID WASTE ATTENDENT (#2) | \$25.00 |
| SOLID WASTE ATTENDENT (Substitutes) | \$25.00 |
| GROUNDSKEEPER | \$28.50 |
| CLERK (Cemetery) | \$29.50 |
| BUILDING INSPECTOR II | \$41.00 |
| TYPIST (Building Department) | \$29.50 |
| BUILDING INSPECTOR I (Fire Inspections) | \$37.50 |
| ZONING ADMINISTRATOR | \$40.00 |
| SECRETARY TO PLANNING BOARD & ZBA | \$28.50 |
| WORKING SUPERVISOR | \$32.22 |
| HEAVY MOTOR EQUIPMENT OPERATOR | \$30.52 |
| AUTO MECHANIC | \$32.47 |
| HEAVY MOTOR EQUIPMENT OPERATOR | \$28.85 |
| HEAVY MOTOR EQUIPMENT OPERATOR | \$28.85 |
| LABORER – FULL-TIME | \$24.85 |
| HEAVY MOTOR EQUIPMENT OPERATOR | \$28.85 |
| LABORER – Temporary Highway & Maintenance | \$25.00 |

**TOWN OF RHINEBECK
RESOLUTION 2025-008
TOWN BOARD LIASONS**

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 2025:

| | |
|---|------------------------------|
| <u>Councilperson Chad Kleitsch</u> | |
| *Recreation Department | *Maintenance Dept (w/Scherr) |
| *Recreation Committee | *Dog Control |
| *Transfer Station | |
| <u>Councilperson Allan Scherr</u> | |
| *IT-Technology & Email | *Conservation Advisory Board |
| *Fire Departments & Fire Protection Districts | *Planning Board |
| *Maintenance Department (w/ Kleitsch) | |
| <u>Supervisor Elizabeth Spinzia</u> | |
| *Assessors | *Board of Assessment Review |
| *Bookkeeper/Finance | *Town Historian |
| *Personnel | *Emergency Services |
| *Cemetery | |
| *Highway Department | |
| <u>Councilperson Chauncey Walker</u> | |
| *PANDA | |
| *Historic Preservation | *HAPAC |
| *Justice Courts | |
| *Zoning Board of Appeals (w/Peterson) | |
| <u>Councilperson Dana Peterson</u> | |
| *Amtrak to Village Trail | *Building Dept. |
| *Transfer Station (w Kleitsch) | *ZBA (w Walker) |
| *Recreation (w Kleitsch) | |

**TOWN OF RHINEBECK
RESOLUTION NO. 2025-009
APPOINTING ATTORNEY TO THE TOWN**

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

WHEREAS, in 2024 the Town retained to its satisfaction Warren Replansky, Esq., who has indicated his desire to continue his retention by the Town for 2025 on substantially the same terms as 2024; now, therefore, be it

RESOLVED, that the Town hereby retains Warren Replansky, Esq. as the attorney to the Town for the year 2025 and the Supervisor is authorized to execute an engagement letter in the same or substantially the same form as in 2024.

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

PO BOX 838
60 EAST MARKET STREET
RHINEBECK, NEW YORK 12572
(845) 876-7979
(845) 516-4802 Facsimile
E-mail: warren@wreplanskylaw.com

October 22, 2024

Via E-mail: jwinne@rhinebeckny.gov

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

Re: Letter of Engagement -Attorney to the Town for 2025

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 2025.

I agree to perform all legal services, as may be required of me by the Town Board which are normally and customarily provided by the Attorney to a Town at an hourly rate of \$225.00 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. However, I am willing to provide such services for the Town, if needed, at the same hourly rate. 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 to be supplied by separate counsel employed by the Town for that purpose. I will also not be expected to provide legal 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 would normally be handled by the Code Enforcement Officer or a Special Prosecutor. However, I would be expected to handle all such violations which the Town Board determines should be abated by filing actions for injunctive or similar relief in the Supreme Court, Dutchess County.

I would expect to provide all legal services to the Town in all litigation matters except those for which coverage and legal representation will be provided by the Town's insurance carrier. I will be billing for such litigation services at \$250 hourly rate.

I will be available starting this coming year to attend any and all of the Town Board meetings at which my attendance is requested or 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. Vouchers will be submitted within sixty (60) days of completion of service, otherwise billing will be waived. If requested, 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.nycourts.gov/admin/feedisputes> or call 877-333-7137. 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 2025.

Sincerely yours,



WARREN S. REPLANSKY
WSR:bl

AGREED AND ACCEPTED THIS
day of _____, 2025.

ELIZABETH SPINZIA, Town Supervisor

**TOWN OF RHINEBECK
RESOLUTION 2025-010
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 2024 the Town retained to its satisfaction John Lyons, Esq., and is prepared to retain him for 2025 on substantially the same terms as its 2024 retention: now, therefore, be it

RESOLVED, that the Town hereby retains John Lyons, Esq. as the Town's Planning/Zoning Attorney for the year 2025 and the Supervisor is authorized to execute an engagement letter in the same or substantially the same form as that for 2024.



ENVIRONMENTAL, LAND USE AND REAL ESTATE LAW

06 December 2023

Via email only to: Jwinne@rhinebeckny.gov

Elizabeth Spinzia, Town Supervisor
Town of Rhinebeck, & Members of the Town Board
80 East Market Street
Rhinebeck, NY 12572

Re: 2024 Legal Services and Engagement Agreement
Matters: Counsel to Town of Rhinebeck Planning Board & Zoning Board of Appeals

Dear Supervisor Spinzia & Members of the Town Board:

Our firm wishes to continue throughout 2024 to act as we have since 2011 as counsel to: (a) the Town of Rhinebeck Planning Board; (b) the Zoning Board of Appeals (ZBA); and (c) in limited circumstances, to the Town of Rhinebeck Town Board on matters having to do with land use or environmental issues.

This engagement letter will serve to confirm the terms under which we will undertake to represent the aforementioned Town bodies in 2024. Rest assured that we will do our best to provide our services professionally, effectively, and efficiently.

Description of Work and Scope of Work

Our scope of work is described as follows:

- Task 1: Counsel to the Planning Board. We will provide legal advice to the Planning Board on an as-needed basis at the request of the Board as it executes its duties as set forth under the Town of Rhinebeck Zoning Law, as has been the practice in prior years. Our advice will encompass the administration of local land use laws as well as applicable State and Federal laws (e.g., the State Environmental Quality Review Act). We will also represent the Board in court in the defense of any decisions which are challenged via Article 78 proceeding or other proceeding.
- Task 2: Counsel to the ZBA. We will provide legal advice to the ZBA on an as-needed basis at the request of the Board, as it executes its duties as set forth under the Town of Rhinebeck Zoning Law, as has been the practice in prior years. Our advice will encompass the administration of local land use laws as well as applicable State laws. We will also represent the Board in court in the defense of any decisions which are challenged via Article 78 proceeding or other proceeding.

Office address:
224 Morton Road
Rhinebeck, New York 12572

jlyons@grantlyons.com
845 876 2800
grantlyons.com

Mailing address:
P.O. Box 370
Rhinecliff, New York 12574

06 December 2023
Town of Rhinebeck : 2024 Legal Services Agreement

Task 3: Counsel to Town Board. We will provide legal advice to the Town Board on an as-needed basis at the request of the Board in connection with matters having to do with the Town Zoning Law and/or other local land use law or land use related issues.

Rates for Professional Services

Our work on all matters will be charged on an hourly basis. The hourly rates to be charged for our legal work are as follows:

John Lyons: \$175.00
Kimberly Garrison:.... \$175.00

If, during the term of our representation, we are required to provide you with an estimate of our fee to complete a particular matter, please bear in mind that such a figure is an estimate only. While we understand the need for such requests, legal matters inherently involve significant uncertainties which are difficult to foresee at the outset. Consequently, estimates shall not be construed to be either a cap or guarantee of the fee our office will charge to complete this matter unless such is specifically agreed between us and the Town.

Expenses, Disbursements, Travel & Other Professionals

In addition to our hourly rate, we will bill the Town on a dollar-for-dollar basis for our expenses incurred in connection with our representation. Examples of these expenses are large volumes of photocopies outsourced due to the volume, overnight delivery charges, court or county filing fees, stenographic transcripts, and the like. In the cases of some outside fees, we may ask the Town to furnish payment to a particular provider directly.

If it becomes necessary during the course of any matter to engage technical experts, such as a planner, engineer or appraiser, such expert will not be engaged without your prior consent. Unless prudent legal strategy dictates otherwise, such expert's fees will be billed to you directly by the expert. Those expert fees are separate and apart from our fees.

Invoicing

Invoices for our services rendered will generally be sent to the Town on a monthly basis. However, where our fees are being paid from escrow funds maintained by the Town, we will coordinate with the board holding the escrow and issue invoices whatever timetable is requested by that board. For matters in which we expect to be complete our work in a relatively short period, we may send the Town an invoice only once at the conclusion of the work. Our invoice(s) will set forth an itemized list of all work performed and who in the office performed the work. The invoices will also include any charges for costs, expenses and disbursements for that invoice period.

We require full payment of our periodic invoices upon the Town's receipt of the invoice. That said, we understand that before they can be paid, our invoices will pass through the Town

06 December 2023
Town of Rhinebeck : 2024 Legal Services Agreement

Board's process for review and approval of invoices and we agree to that process and the time that it takes for that process to be completed. For the purposes of this agreement, our requirement that our bills be paid upon receipt shall mean simply that we expect that our invoices will be entered into the Town's normal review and approval process promptly upon their receipt by the Town and that the invoices will be moved through that process to completion promptly.

If our invoices are not paid within one hundred twenty (120) days of the date of the invoice, we reserve the right to terminate work on the file for which the invoice is unpaid. We also reserve the right to charge a late fee of two percent (2%) per month on the amount of the outstanding bill for invoices not paid within one hundred twenty (120) days of the date of the invoice. Such late fees would begin to accrue upon the expiration of the 120 days.

Other Terms

By signing this engagement letter the Town is consenting to our ability to withdraw, should we choose to do so, as counsel to the Planning, Zoning or Town Boards in all court or governmental agency matters in the event of nonpayment of our invoices. Please be aware that, pursuant to New York State Law, we will have a retaining lien over all of the contents of the Town's file in the event that we are not promptly paid for services rendered.

If a dispute arises between us relating to our fees, the Town may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts. Part 137 is available for your review on the web site of the New York State Unified Court System at <http://www.nycourts.gov/admin/feedispute/>.

The firm of Grant & Lyons is a limited liability partnership (LLP) pursuant to Section 121-1500(a) of the New York Partnership Law. This means that if the Town should be injured by an act of malpractice by a partner of the firm, the partnership assets and the personal assets of the negligent partner will be available to pay any adjudged liability, but the personal assets of the other partners will not be available.

This agreement will be governed by New York State Law. By signing below, the Town agrees that Dutchess County shall serve as the venue for any litigation based on this agreement.

Once our engagement pursuant to this agreement is concluded, or our representation otherwise terminated, the files we are working on will be closed. Our record retention policy is that we will retain the closed paper files for seven (7) years, after which they will be destroyed.

Enclosed with this letter are two important documents, the Statement of Client's Rights and the Statement of Client's Responsibilities. These statements have been adopted by the New York State Office of Court Administration and they make clear the Town's rights as a client, as well as its responsibilities as a client.

Please indicate the Town's consent to the terms of this letter by having the Town Supervisor

06 December 2023
Town of Rhinebeck : 2024 Legal Services Agreement

sign the "Acceptance of Terms" below and return the signed letter to our office.

We look forward to continuing to represent the Town in our fields of practice in 2024.

Very truly yours,

GRANT & LYONS, LLP


By: JOHN F. LYONS

ACCEPTANCE OF TERMS

I am the Supervisor of the Town of Rhinebeck. The Town Board has read the foregoing terms and the Board understands and consents to them. I am duly authorized by the Town of Rhinebeck Town Board to sign this agreement on behalf of the Town Board, the Planning Board and the Zoning Board of Appeals indicating agreement to these terms.

Town of Rhinebeck

By: Elizabeth Spinzia, Town Supervisor

**TOWN OF RHINEBECK
RESOLUTION 2025-011
APPOINT TAX CERTIORARI & ZONING PROSECUTION ATTORNEY (Drake Loeb)**

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

WHEREAS, the Town wishes to retain an attorney for the purpose of handling zoning violations; and

WHEREAS, in 2024 the Town retained to its satisfaction Drake Loeb, PLLC and is prepared to retain them for 2025 on substantially the same terms as its 2024 retention; now, therefore, be it

RESOLVED, that the Town hereby retains Drake Loeb, PLLC as the Town's attorney for tax certiorari matters, zoning violations and other legal matters as determined by the Town Board for the year 2025, and the Supervisor is authorized to execute an engagement letter in the same or substantially the same form as that for 2024.

James R. Loeb, retired
Richard J. Drake, retired
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Ralph L. Puglielle, Jr.
Alana R. Bartley**
Aaron C. Fitch

Sarah N. Wilson
Michael J. Barfield**
Adam M. Tack
Ivan M. Bonet

Jennifer L. Schneider
Managing Attorney

*LL.M. in Taxation
**Member NJ & NY Bar

December 12, 2024

Attn: Elizabeth Spinzia, Supervisor
Town of Rhinebeck
Town Hall
80 E. Market Street
Rhinebeck, NY 12572

Re: Legal Services for the Town of Rhinebeck

Dear Supervisor Spinzia:

On behalf of our law firm, Drake Loeb PLLC, we are pleased to have the opportunity to represent the Town of Rhinebeck in prosecuting zoning violations and providing other legal services to the Town on an as-assigned basis.

Our hourly rate for all municipalities is \$225.00 per hour for legal services. We will also charge the Town for certain costs and disbursements in accordance with the enclosed Schedule. We charge a minimum of one hour for attendance at Town Board meetings. Please note that there will be no charge for travel time or travel expenses for attendance at Town Board meetings. Invoices for legal services will be submitted monthly accompanied by a voucher as required by the Town. Per your request, we acknowledge that the Town shall not be responsible for payment for services that are billed later than 60 days after the date of service.

For any litigation cases that the Town may assign to our firm, legal services rendered for litigation in all state courts will be billed at \$225 per hour, and legal services rendered for litigation in federal court will be billed at \$300 per hour. Travel time and expenses in litigated matters will be charged in accordance with our firm's enclosed Schedule. In matters where the Town's litigation costs are being paid by an insurance carrier, the rate of payment set by the carrier shall apply.

This retainer agreement shall be governed by the laws of the State of New York. In the event that a dispute arises relating to our fees, the Town may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided upon request.

Our firm will retain file documents for a period of seven (7) years. At the expiration of the seven (7) year period, we will destroy these file documents unless the Town notifies us in writing that it wishes to take possession of them. We reserve the right to charge reasonable administrative fees and actual costs associated with copying and delivering such files.

Attn: Elizabeth Spinzia, Supervisor
Town of Rhinebeck
December 12, 2024
Page 2

While not strictly required by the State Law, I also enclose a certification of my firm's compliance with State standards for sexual harassment prevention policies and training.

We look forward to working with the Town of Rhinebeck. If the foregoing terms are acceptable, please sign on the line provided below and return the signed copy to our firm.

Very truly yours,



STEPHEN J. GABA

SJG/mjb/1310637

APPROVED AND ACCEPTED:

Town of Rhinebeck

By: _____
Elizabeth Spinzia, Supervisor

Dated: January ____, 2025

SCHEDULE OF COSTS & DISBURSEMENT CHARGES

- Certified Mail - actual expense
- Postage – actual expense
- Express Delivery Service – actual expense
- Travel – 67¢ per mile
- Toll and Parking Charges - actual expense
- Photocopies - \$0.30 per page
- Printing - \$0.30 per page
- Facsimiles - \$1.00 per page
- Filing Fees and Court Costs – actual expense
- Velobinding - \$25

James R. Loeb, retired
Richard J. Drake, retired
Glen L. Heller*
Marianna R. Kennedy
Gary J. Gogerty
Stephen J. Gaba
Adam L. Rodd
Dominic Cordisco
Ralph L. Puglielle, Jr.
Alana R. Bartley**
Aaron C. Fitch

Sarah N. Wilson
Michael J. Barfield**
Adam M. Tack
Ivan M. Bonet

Jennifer L. Schneider
Managing Attorney

*LL.M. in Taxation
**Member NJ & NY Bar

December 12, 2024

Attn: Elizabeth Spinzia, Supervisor
Town of Rhinebeck
Town Hall
80 E. Market Street
Rhinebeck, NY 12572

Re: Legal Services for the Town of Rhinebeck

Dear Supervisor Spinzia:

On behalf of our law firm, Drake Loeb PLLC, we are pleased to have the opportunity to represent the Town of Rhinebeck in tax certiorari matters.

For any tax certiorari cases that the Town may assign to our firm, legal services rendered will be billed at \$225 per hour. Travel time, costs, and disbursements in tax certiorari matters will be charged in accordance with our firm's enclosed Schedule. In matters where the Town's litigation costs are being paid by an insurance carrier, the rate of payment set by the carrier shall apply.

Invoices for legal services will be submitted monthly accompanied by a voucher as required by the Town. Per your request, we acknowledge that the Town shall not be responsible for payment for services that are billed later than 60 days after the date of service.

This retainer agreement shall be governed by the laws of the State of New York. In the event that a dispute arises relating to our fees, the Town may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided upon request.

Our firm will retain file documents for a period of seven (7) years. At the expiration of the seven (7) year period, we will destroy these file documents unless the Town notifies us in writing that it wishes to take possession of them. We reserve the right to charge reasonable administrative fees and actual costs associated with copying and delivering such files.

While not strictly required by the State Law, I also enclose a certification of my firm's compliance with State standards for sexual harassment prevention policies and training.

Attn: Elizabeth Spinzia, Supervisor
Town of Rhinebeck
December 12, 2024
Page 2

We look forward to working with the Town of Rhinebeck. If the foregoing terms are acceptable, please sign on the line provided below and return the signed copy to our firm.

Very truly yours,



STEPHEN J. GABA

SJG/mjb/1310647

APPROVED AND ACCEPTED:

Town of Rhinebeck

By: _____
Elizabeth Spinzia, Supervisor

Dated: January ____, 2025

SCHEDULE OF COSTS & DISBURSEMENT CHARGES

- Certified Mail - actual expense
- Postage – actual expense
- Express Delivery Service – actual expense
- Travel – 67¢ per mile
- Toll and Parking Charges - actual expense
- Photocopies - \$0.30 per page
- Printing - \$0.30 per page
- Facsimiles - \$1.00 per page
- Filing Fees and Court Costs – actual expense
- Velobinding - \$25

**TOWN OF RHINEBECK
RESOLUTION 2025-012
APPOINT TOWN SPECIAL PROSECUTOR (Miller)**

WHEREAS, by Resolution 2013164 the Town established the position of Special Prosecutor for the Town of Rhinebeck Justice Court; with the authority to prosecute the following matters:

1. Violations, including Penal Law violations, with the exception of violations that involve incidents of Domestic Violence and those involving incidents occurring on school property; and
2. Town of Rhinebeck Code violations, including Town Building and Zoning Code violations; and
3. Vehicle and Traffic Law Infractions issued by the New York State Police, Dutchess County Sheriff's Office, New York State Park Police, Department of Environmental Conservation, and any other law enforcement agency; and

WHEREAS, the Town Board wishes to appoint Amanda Miller for the position of Special Prosecutor; now, therefore, be it

RESOLVED,

1. Amanda Miller is hereby retained to serve as the Town of Rhinebeck Special Prosecutor upon receiving permission from the Dutchess County District Attorney to act as such; and
2. Amanda Miller will provide professional services to the Town; and
3. Amanda Miller shall serve as an independent contractor subject to reappointment at the Town's annual organization meeting or otherwise at the pleasure of the Town Board; and
4. Before serving Amanda Miller shall take the oath in the New York Constitution Article 13 §1, as if she were a Town Officer; and
5. The Supervisor is authorized to enter into a retainer agreement with Amanda Miller for providing such professional services.

November 20, 2024

VIA E-MAIL

Elizabeth Spinzia
Town Supervisor
Rhinebeck Town Hall
80 East Market Street
Rhinebeck, New York 12572
espinzia@rhinebeckny.gov

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 from 2019. The following is my best estimation of the steps involved in the representation:

- preparation for and appearance at all vehicle and traffic violation hearings, transportation law violations, navigation law violations, ABC violations, dangerous dog hearings and other violation level offenses in the Town of Rhinebeck in the Justice Court of Justice Sanchez;
- preparation for and appearance at all zoning violation hearings, building violation hearings, and other Town of Rhinebeck town code or ordinance violations 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 THE FIRM

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, as necessary. 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 \$140.00 per hour. I acknowledge that the Town is not responsible for and will not pay for services billed more than 60 days after the legal services are provided.

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.

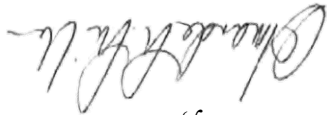
TERMINATION OF THE RELATIONSHIP

My representation of the Town will continue until otherwise agreed in writing or until the end of the year 2025. 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: **Amanda N. Miller, 6370 Mill Street, Rhinebeck, New York 12572.**

I am pleased to have the opportunity to represent the People of the State of New York in the Town of Rhinebeck. If you have any questions, please feel free to call.

Sincerely,



Amanda N. Miller

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. 2025-013
APPOINTING TOWN PROSECUTOR (Yamashita)**

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

WHEREAS, 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 2025 and the Supervisor is authorized to execute an engagement letter in the same or substantially the same form as that attached.

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

November 20, 2024

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 from 2019. The following is my best estimation of the steps involved in the representation:

preparation for and appearance at all vehicle and traffic violation hearings, transportation law violations, navigation law violations, ABC violations, dangerous dog hearings and other violation level offenses in the Town of Rhinebeck in the Justice Court of Justice Rubenstein;

preparation for and appearance at all zoning violation hearings, building violation hearings, and other Town of Rhinebeck town code or ordinance violations 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 THE FIRM

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, as necessary. 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 \$140.00 per hour. I acknowledge that the Town is not responsible for and will not pay for services billed more than 60 days after the legal services are provided.

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.

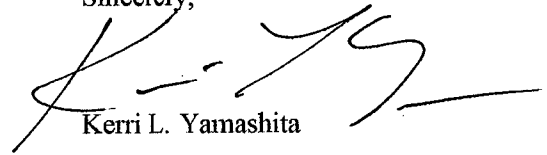
TERMINATION OF THE RELATIONSHIP

My representation of the Town will continue until otherwise agreed in writing or until the end of the year 2025. 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 the People of the State of New York in the Town of Rhinebeck. 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 2025-014
LAND USE ATTORNEY (Zarin)**

WHEREAS, the Town Board finds it necessary to retain a Land Use Attorney to provide input to protect our local resources; and

WHEREAS, the Board has worked with law firm Zarin & Steinmetz, LLP in the past; and

WHEREAS, attorney Michael Zarin of Zarin & Steinmetz has expressed an interest in providing services the Board; now therefore be it

RESOLVED, the Board approves retaining Zarin & Steinmetz, LLP to provide legal services as determined necessary by the Board; be it further

RESOLVED, the Town Supervisor is authorized to sign any necessary contract to retain Zarin & Steinmetz, LLP.

**TOWN OF RHINEBECK
RESOLUTION 2025-015
APPOINTMENT TO CONSERVATION ADVISORY BOARD (Baker)**

WHEREAS, George Baker has served on the Conservation Advisory Board since 2022 with term ending on December 31, 2024; and

WHEREAS, Mr. Baker has expressed willingness to continue serving on the CAB; now, therefore, be it

RESOLVED, that George Baker is reappointed to the open seat on the Conservation Advisory for a three year term expiring on December 31, 2027; be it further

RESOLVED, George Baker is appointed to serve as Chairperson to the CAB with term to expire on December 31, 2025.

**TOWN OF RHINEBECK
RESOLUTION 2025-016
SHELTER CONTRACT WITH COLUMBIA-GREENE HUMANE SOCIETY/SPCA**

WHEREAS, the Town has previously contracted with the Columbia-Greene Humane Society/SPCA for the impoundage of unleashed, unlicensed or untagged dogs (“Contract”); and

WHEREAS, the current Contract expired at the end of 2024; and

WHEREAS, Columbia-Greene Humane Society/SPCA has forwarded a new contract for the term January 1, 2025 through December 31, 2025; and

WHEREAS, the Town wishes to renew the Contract, now, therefore, be it

RESOLVED, that the Supervisor is authorized to execute in substantially the same form as annexed hereto the contract with the Columbia-Greene Humane Society/SPCA for the impoundage of unleashed, unlicensed or untagged dogs for the term January 1, 2025 through December 31, 2025.



Chairperson of the Board

Charlene Marchand

December 2, 2024

1st Vice Chairperson

James Carlucci, Esq.

2nd Vice Chairperson

Robert Gibson, Esq.

Treasurer

Scott Shallo, CPA, Esq.

Secretary

Jennifer Donoghue

Members

Hollie Adams

Russ Gibson

Peter Hogan, CPA

Gisela Marian

Sharyn Richards-Marks

CGHS Medical Director

Jerry Bilinski, DVM

Veterinary Advisors

Barbara Clayton, DVM

Stefani Gagliardi, DVM

Bernardo Mongil, DVM

Danielle Sand, VMD

Honorary Life Members

Hollie Adams

Darlene Bilinski

Jerry Bilinski, DVM

Duncan Calhoun

Deborah Cohen

Russ Gibson

Sharon E. Grubin

Elaine Gruener

Eric Hannay

Patricia Kenehan

Jane Krebs

Jim Krebs

Charlene Marchand

Gisela Marian

Edgar M. Masters

Barbara McCullough

Jennifer Newton

Robert Newton

Katrina Perez

Ronald Perez Jr.

Brenda Schram

Charles Schram

Anne Weinberg

President & CEO

Ronald Perez Jr.

Dear Town, City, and Village Supervisors and Board Members:

Enclosed are the Contracts for housing with the Columbia-Greene Humane Society/SPCA for the year 2025. Please read the contracts thoroughly. They are not negotiable and will not be alterable on an individual basis. Please do not send revisions.

We are proud to offer this service to our community and we feel that community members can rest easy knowing that, if their dog should leave their property and is brought to CGHS/SPCA, it will be cared for by trained, caring, compassionate staff. As a commitment to our neighbors, we have continued to keep our doors open for municipal services. With this in mind, we must ask for cities, towns, and villages to assist us in costs that allow us to continue to offer this vital service to the communities we serve.

Fee highlights are as follows:

- \$40 per dog, per day for the first ten days of housing. This will cover holding the dog for the entire course of its five-day redemption period mandated by the NYS Department of Agriculture and Markets law, as well as an additional five days to permit the owner to redeem their dog before it is eligible for adoption.
- On the eleventh day of housing, it will be assumed that the dog will not be redeemed by an owner, and it will become the responsibility and custody of CGHS/SPCA. A flat charge of \$350 will then be added to cover all services beyond the first ten days until the point of disposition.

Please remember that this fee structure applies to Article 7 housing only. Animals brought in under cruelty circumstances must be approved prior to intake and will have fees determined on a per-case basis.

Please keep one copy of your contract on file for your records, and return the other signed copy to us no later than **December 31, 2024** in order for us to remain housing for you smoothly into the New Year. Municipalities with no contract on file for dog housing are subject to be placed in non-compliance by the NYS Department of Agriculture and Markets.

We are also requesting that you provide your most current impoundment fee structure, as this may have changed based on our new fee structure. If you make changes at any time to either your impoundment fees or your Dog Control Officer, please notify us immediately so we can make the proper adjustments and transition your changes seamlessly.

Thank you for your attention. Please contact me with any questions regarding our fees at (518) 828-6044 ext. 107 or at ronperez@cghs.org.

Sincerely,

Ronald Perez, Jr.

President and CEO

Columbia-Greene Humane Society/SPCA



Chairperson of the Board

Charlene Marchand

1st Vice Chairperson

James Carlucci, Esq.

2nd Vice Chairperson

Robert Gibson, Esq.

Treasurer

Scott Shallo, CPA, Esq.

Secretary

Jennifer Donoghue

Members

Hollie Adams

Russ Gibson

Peter Hogan, CPA

Gisela Marian

Sharyn Richards-Marks

CGHS Medical Director

Jerry Bilinski, DVM

Veterinary Advisors

Barbara Clayton, DVM

Stefani Gagliardi, DVM

Bernardo Mongil, DVM

Danielle Sand, VMD

Honorary Life Members

Hollie Adams

Darlene Bilinski

Jerry Bilinski, DVM

Duncan Calhoun

Deborah Cohen

Russ Gibson

Sharon E. Grubin

Elaine Gruener

Eric Hannay

Patricia Kenehan

Jane Krebs

Jim Krebs

Charlene Marchand

Gisela Marian

Edgar M. Masters

Barbara McCullough

Jennifer Newton

Robert Newton

Katrina Perez

Ronald Perez Jr.

Brenda Schram

Charles Schram

Anne Weinberg

President & CEO

Ronald Perez Jr.

AGREEMENT

Between

Columbia-Greene Humane Society/SPCA

And

The Town of

RHINEBECK

THIS AGREEMENT is made for the period of January 1, 2025 through December 31, 2025, between the Town of RHINEBECK, New York, a municipal corporation of the State of New York, hereinafter referred to as the "Municipality"

AND

The Columbia-Greene Humane Society, Inc., a membership corporation existing under and by virtue of the laws of the State of New York, for the prevention of cruelty to and the protection of animals, having its principal place of business in the Town of Claverack, County of Columbia, State of New York, hereinafter referred to as the "Humane Society."

WITNESSETH:

That, pursuant to Article 7 of the Agriculture and Markets Law of the State of New York, the Humane Society, in consideration of payment to it by the Municipality of several sums of money herein agreed to be paid at the time and in the manner hereinafter more particularly described, hereby covenants and agrees for itself and its successors, as follows:

FIRST: That it will undertake, through its duly appointed agents, the impoundage of all unleashed, unlicensed, or untagged dogs brought to it by the Dog Control Officer (hereinafter referred to as the "DCO") of the Municipality, which have been found to have been running at large in violation of provision of Article 7 of the Agriculture and Markets Law of the State of New York and any existing local law enacted by the Municipality. It will also provide proper food and shelter for such dogs while in its possession until redeemed or otherwise disposed of pursuant to, and as provided in, Article 7 of the Agriculture and Markets Laws and any existing local law enacted by the Municipality.

SECOND: The Humane Society will provide and maintain a shelter for seized dogs; will properly care for all dogs in such a shelter; and will humanely euthanize or make available for adoption seized dogs not redeemed as provided in Article 7 of the Agriculture and Markets Law. Such shelter shall at all times during the term hereof be under care and charge of a competent employee and shall be open to the public at reasonable hours for the purpose of receiving applications for the redemption of dogs as provided by law. Such shelter shall be open daily between

the hours of 11:30 a.m. to 4:00 p.m., with New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas excepted, during the term of this Agreement. Such shelter shall be maintained in an approved location in the Town of Claverack so as to not be reasonably objectionable to the residents thereof.

THIRD: The Humane Society and the Municipality will comply with the provisions of Article 7 of the Agriculture and Markets Law and with the applicable provisions of the Public Health Law of the State of New York and any rules and regulations promulgated thereto in relation to the seizure, holding care, redemption, and disposition of seized dogs. This Agreement applies to dogs seized under the provisions of Article 7 only. Any other animals seized for any reason or purpose, including but not limited to quarantine and cruelty cases, will be accepted at the sole discretion of the Humane Society, and shall be billed to the Municipality separately from the fee structures outlined in Paragraph Seventh, below.

FOURTH: The Municipality and the Humane Society each hereby reserve the right to cancel and declare this Agreement null and void at any time during the period of the same for reason of the failure of the Municipality or the Humane Society to perform any of the terms and conditions herein contained.

FIFTH: The Humane Society and the DCO for the Municipality will both file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner prescribed by Article 7, §113 (sub. 4) of the NYS Department of Agriculture and Markets Law. If the dog is an identified dog as determined by Article 7, §117, the DCO shall notify the owner of the dog's location. Redeemed dogs shall be licensed or have proof of a current license prior to leaving the custody of the Humane Society pursuant to Article 7, §117 (sub. 4) of the NYS Department of Agriculture and Markets Law. All licenses must be issued by the municipality wherein the dog's owner resides. The Humane Society will assist in obtaining necessary vaccinations for dogs eligible for redemption to facilitate municipal dog licensing; however, it is the sole responsibility of the redeemed dog's owner to obtain a license from their resident municipality before the dog can be released from the custody of the Humane Society. A tag shall not be considered proof of current license.

SIXTH: The Humane Society will remit all impoundment fees collected in carrying out the provisions of this Agreement to the Fiscal Officer of the Municipality, provided that there are no outstanding fees owed to the Humane Society from the Municipality. However, should the Municipality be negligent in paying contractual fees, the Humane Society may retain the impoundment fees in exchange for monies owed.

SEVENTH: In consideration of the complete performance by the Humane Society of the terms of this Agreement, the Municipality hereby agrees to pay the Humane Society according to the following fee structure:

1. For the first ten (10) days of impoundment, the Municipality will pay the Humane Society \$40 for each 24-hour period of impoundment.
2. If the impounded dog is not claimed by the 10th day of impoundment, the Municipality will be charged an additional \$350.
3. The Humane Society reserves the sole right to make all decisions regarding the dog's disposition. Regular NYS shelter standards shall apply for adoption of dogs retained longer than the stipulated period.
4. All payments will be due upon receipt of an invoice, which will be mailed within the month following the month for which the invoice applies.

5. Any day on which the Humane Society is not open for any reason will be considered an excluded 24-hour period.

EIGHTH: The Humane Society is hereby prohibited from assigning, transferring, conveying, or subletting this Agreement, or otherwise disposing of the same; or its right, title, or interest therein; or its power to execute such Agreement to any other person, company, or corporation, without the prior approval of the Municipality.

NINTH: In the case of an injured dog, the Municipality shall be separately responsible for any emergency veterinary care required.

TENTH: No liability in damages or otherwise shall be incurred by the Humane Society or the Municipality on account of seizure, surrender, euthanasia, or adoption pursuant to the provisions of Article 7.

ELEVENTH: If anyone other than the DCO brings a stray dog to the Humane Society, the Humane Society will notify the DCO and/or the Municipal Clerk of the Municipality in which the dog was found by telephone, and unless otherwise instructed, will subsequently accept the dog. The DCO shall appear at the shelter within twenty-four hours to complete all necessary paperwork pursuant to NYS Agriculture and Markets Law Article 7, §113.

THIS AGREEMENT was duly authorized by the Board of the Columbia-Greene Humane Society, Inc., on November 1, 2024.

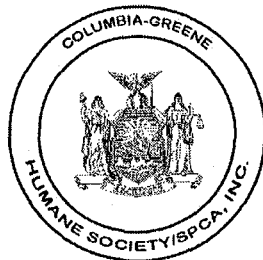
IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this instrument to be subscribed by their duly authorized officers the day and year first above written.

By: _____

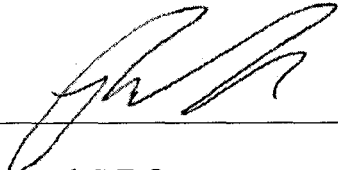
Supervisor/Municipal Clerk

T/V/C of _____

(Seal)



(Seal)

By:  _____

President and C.E.O.

Columbia-Greene Humane Society/SPCA

**TOWN OF RHINEBECK
RESOLUTION 2025-017
APPOINTING PLANNING/ZONING CONSULTING ENGINEER (CPL)**

WHEREAS, the Town must retain a consulting engineer for Planning and Zoning projects;

WHEREAS, the Town retained to its satisfaction CPL Engineering for the year 2024 and is in receipt of the attached contract for the year 2025, therefore, be it

RESOLVED, that the Town hereby retains CPL Engineering as the Town's Planning/Zoning Consulting Engineer for the year 2025 pursuant to the attached contract, and the Supervisor is authorized to execute the same in substantially the same form as attached, once the contract is found to be acceptable, subject to review by the attorney to the Town as may be needed.



October 29, 2024

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

**Re: Engagement Agreement
2025 Planning Board Consulting Engineering Services**

Dear Supervisor Spinzia:

As discussed, please find the enclosed revised letter of engagement agreement between the Town of Rhinebeck and CPL Architects, Engineers, and Landscape Architect DPC to provide engineering services to the Town of Rhinebeck Planning Board from January 1, 2024 to December 31, 2024. This agreement establishes the revised rates and conditions under which CPL will serve the Planning Board. Christian Moore, PE will serve as the primary contact with the firm, and Andrew Learn, PE will serve as the principal in charge of this engagement.

Under this agreement, CPL 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. Town of Rhinebeck will not be responsible for and will not pay for professional services that are billed later than sixty (60) days after the date of service.

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 below where indicated and return it to us.



Lastly, we 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 again in 2025. If you have any questions, please contact me at (845) 686-2306 or Christian at (845) 686-2330.

Very truly yours,

Andrew L. Learn, PE
Associate Principal

Christian T. Moore, PE
Senior Engineering Project manager

Enclosures

C: File

Proposal Accepted by:

Signature: _____
Town of Rhinebeck

Date: _____



**2025 BASIS OF FEES
ENGINEERING SERVICES
FOR RHINEBECK ESCROW**

1. Fee Schedule

The fees for services to be provided by CPL 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> |
|------------------------------------|--------------------|
| Engineering Principal..... | \$215.00 |
| Engineering Project Manager..... | \$150.00 – 205.00 |
| Senior Engineer..... | \$195.00 |
| Engineer II..... | \$150.00 |
| Engineer I..... | \$130.00 |
| Senior Engineering Designer..... | \$125.00 |
| Engineering Designer II..... | \$120.00 |
| Engineering Designer I..... | \$100.00 |
| Senior Engineering Technician..... | \$105.00 |
| Engineering Technician II..... | \$75.00 |
| Engineering Technician I..... | \$65.00 |
| Landscape Architect..... | \$135.00 – 195.00 |
| Senior Planner..... | \$140.00 |
| Planner II..... | \$95.00 |
| Planner I..... | \$90.00 |
| Construction Inspector..... | \$95.00 – 155.00 |
| Clerical/Administrative..... | \$100.00* |

*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.

**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 shall be invoiced at their actual cost plus ten (10) percent administrative service charge.

These rates are for the period January 1, 2025 through December 31, 2025.

**TOWN OF RHINEBECK
RESOLUTION 2025-018
APPOINTMENT TO RHINEBECK HISTORIC AND
ARCHAEOLOGICAL PRESERVATION ADVISORY COMMITTEE**

WHEREAS, both Kathy Hammer and Warren Temple Smith are currently serving as co-chairs on the Historic and Archaeological Preservation Advisory Committee with terms to expire on December 31, 2024 and

WHEREAS, Martin Rosenblum is currently serving as a member of the HAPAC Committee with a term expiring December 31, 2024; and

WHEREAS, Kathy Hammer, Warren Temple Smith and Martin Rosenblum are willing to be reappointed; now, therefore, be it

RESOLVED, that, Kathy Hammer, and Warren Temple Smith are reappointed as co-chairs to the Historic and Archaeological Preservation Advisory Committee for a 1-year term expiring on December 31, 2025, and Martin Rosenblum is appointed to the committee with a term expiring on December 31, 2028.

**TOWN OF RHINEBECK
RESOLUTION 2025-019
WORKPLACE EMPLOYMENT ASSISTANCE CONTRACT WITH MIDHUDSON
REGIONAL HOSPITAL OF WESTCHESTER MEDICAL CENTER**

WHEREAS, the Town has need of employee assistance program services; and

WHEREAS, the Town has previously contracted with the MidHudson Regional Hospital of Westchester Medical Center, for said services, which contract must be renewed for 2025; now, therefore, be it

RESOLVED, that the Town renew its EAP contract, and the Supervisor is hereby authorized to execute the 2025 EAP contract on substantially the same terms as the attached.

DRAFT

The Work Place at
MidHudson Regional Hospital
of Westchester Medical Center



EMPLOYEE ASSISTANCE PROGRAM
 AGREEMENT

This Agreement ("**Agreement**") is made this first day of January 2025 ("**Effective Date**") by and between MidHudson Regional Hospital of Westchester Medical Center, located at 1 Webster Avenue, Suite 400, Poughkeepsie, New York ("**The Work Place**") and the Town of Rhinebeck, located at 80 E. Market Street, Rhinebeck, New York ("**Company**"), to establish an Employee Assistance Program ("**EAP**"). The Work Place and Company may be referred to individual as a "Party" and together as the "Parties."

The terms of the Agreement are as follows:

SCOPE AND OBJECTIVES:

1. The Work Place is retained by the Company to establish and administer the EAP, a confidential program that acts as a resource for work organizations and their employees. The EAP will provide certain prevention, identification, intervention, assessment, motivation to treatment, referral and follow-up services for Company's employees and their immediate families.
2. The EAP is established to provide the Company's employees and their families assistance with problems that can interfere with the employee's ability to function on the job effectively, efficiently, and safely. These problems typically include, but are not limited to alcoholism, drug abuse, emotional, family, marital, financial and legal, etc.
3. **The primary EAP responsibilities of The Work Place are:**
 - a. The Work Place will provide training to Company employees with supervisory responsibilities to assist them in the identification of those employees who manifest deteriorating job performance and who do not respond to the Company's normal supervisory counseling procedures. In addition, The Work Place will provide specific assistance, upon request, to Company employees with supervisory responsibility in dealing with problems relating to deteriorating job performance by individual employees.
 - b. The Work Place will guide and assist those Company employees or an employee's family member who are referred to the EAP by Company or who voluntarily seek assistance. It is the role of the EAP to assess the problem and recommend a course of treatment/action with the goal of restoring the employees' capability to perform their job at an acceptable level of performance.
 - c. The Work Place will provide mutually agreed upon sessions to Company employees to provide on-going orientation and training seminars for the purpose of communicating the programs policies and procedures
 - d. The Work Place will assist the Company in promoting and maintaining an awareness of the EAP. The Work Place will provide certain publications, posters, and EAP cards.
 - e. The Work Place will encourage the Company employees to proceed with a course of assistance by referring the individual to clinical or supportive organizations and medical professionals, if applicable.
 - f. The Work Place will provide additional preventive workshops to Company managers, employees and other family members for a maximum of two per year
 - g. The Work Place will provide follow-up to monitor referred employees' adherence to the agreed course of treatment by submitting verbal progress reports to Company. Such reports will be limited to reporting whether or not the employee is cooperating with EAP recommendations related to employee work performance problems.
 - h. The Work Place maintains a 24-hour EAP hot line seven days a week available to participants in the EAP.
 - i. If requested, The Work Place may provide services not covered by this Agreement. Any such additional services and fees will be mutually agreed upon in advance and in writing by the Parties.

4. The primary EAP responsibilities of the Company are:

- a. The Company agrees to publicize the EAP program to its employees.
- b. The Company agrees to hold orientations, supervisory training and preventive workshops on company site or at a central offsite location designated by The Work Place.
- c. The Company will assist The Work Place with the implementation of the EAP, as may be requested.

TERM and TERMINATION:

5. The term of the Agreement shall be for a period of one year beginning on the Effective Date.
6. Either Party may terminate this Agreement without cause and without liability upon at least 7 days prior written notice to the other Party.
7. In the event of termination of this agreement:
 - a. The Work Place and the Company shall promptly review all work in progress. The Work Place shall be responsible only for any work commenced prior to the termination date. Company remains responsible for payment for services provided by Company after the date of termination, in the event such services are required to safely transition Company's employees to another provider of such EAP services. This provision will survive termination of this Agreement.
 - b. The Work Place will provide such services and assistance as may be reasonably necessary to transfer, in confidence, all records of services rendered and work in progress related to the performance by The Work Place under this Agreement, to any third Party mutually agreed to by the Company and The Work Place.
 - c. The Work Place may refund the Company any unused prepaid compensation within 90 days of termination of this Agreement.

CONFIDENTIALITY

8. The Work Place and the Company will adopt safeguards to assure that EAP services are conducted in a manner designed to preserve the privacy of Company employees and their families to assure that conversations and other contacts between The Work Place and employees and such individuals remain confidential.
9. The Parties shall abide by all federal and state law with respect to maintaining the confidentiality of patient information. The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and associated regulations (HIPAA).
10. Each Party acknowledges and agrees that, in the course of performance under this Agreement, it may have access to certain confidential information, including but not limited to, trade secrets, policies, procedures, operating manuals, utilization and quality assurance programs, software, marketing techniques, contractual arrangements, patient information, price lists, pricing policies and other business and financial information ("Confidential Information"). Each Party shall maintain the confidentiality of all such Confidential Information belonging to the other Party and shall not divulge such information to any third Parties, except as otherwise provided for under this Agreement and under law. This provision survives termination of this Agreement.

FEES AND PAYMENTS:

11. For the services provided under this Agreement, Company will compensate The Work Place an amount equal to \$1000.00 annually.
12. The Work Place will provide Company written invoices which are due and payable within 10 days of receipt by Company. In addition to all remedies allowed under law, The Work Place may suspend services or terminate this Agreement in the event payment is not made in a timely manner.

INDEMNIFICATION:

13. The Company will indemnify The Work Place and hold The Work Place harmless from any losses, claims, damages or liabilities, joint or several, to which The Work Place might become subject insofar as such losses, claims, damages or liabilities arising out of this Agreement or are based upon any actions of the Company, its agents or employees and will reimburse The Work Place for any legal or other expenses, reasonably incurred by The Work Place, in connection with any action or claim. This provision will survive termination of this Agreement.

MISCELLANEOUS:

- 14. This Agreement and all exhibits represent the entire agreement between the Parties regarding the subject matter of this Agreement, and no other representations or agreements, oral or otherwise, shall be of any force or effect. This Agreement may be amended only by the mutual written agreement of duly authorized representatives of both Parties specifically referencing this Agreement. The unenforceability or invalidity of any provision of this Agreement shall not affect the validity and enforceability of the remainder of this Agreement, unless such unenforceability or invalidity would materially change the Parties' relationship. The waiver by either Party of any one or more defaults or contract violations on the part of the other shall not be construed to operate as a waiver of any other or future defaults or contract violations.
- 15. No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations for reasons beyond its control, including but not limited to, acts of God or of the public enemy, war, terrorism, flood, storm, strikes or law or actions of any federal, state or local government.
- 16. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors and permitted assigns. The rights, obligations and privileges of this Agreement may not be assigned, delegated or transferred by one Party without the written consent of the other Party; provided that either Party may assign this Agreement without the prior written consent of the other Party to a subsidiary or affiliate that is wholly owned by or under common control of the assignor.
- 17. This Agreement is intended only to benefit the named Parties, and there is no intent to create any rights, interests or benefits for any other third Party.
- 18. Company and The Work Place are independent contractors, and neither Party, nor any agent, employee or representative of such Party, shall be deemed to be an employee of the other Party. This Agreement shall not be construed to create any partnership, joint venture, lease or equity relationship, expressly or by implication, between the Parties. Each Party shall have sole responsibility for the reporting and payment of these taxes for its own respective employees.
- 19. Neither Party, nor any of its employees performing services under this Agreement have been debarred, suspended, declared ineligible or excluded from Medicare/Medicaid or any other federal or state healthcare program. Both Parties agree to promptly notify the other Party of any limitation or governmental action initiated against it that would materially affect this Agreement.
- 20. This Agreement shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws provisions. Only the federal or state courts located in Westchester County, New York shall have jurisdiction to hear any dispute under this Agreement. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. This provision will survive termination or expiration of this Agreement.
- 21. This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREFORE, the Parties have executed this Agreement in as of the date set forth above.

MidHudson Regional Hospital of
Westchester Medical Center

Town of Rhinebeck

By: _____

By: _____

Name: Matthew Osterhoudt

Name: _____

Title: Regional Director

Title: _____

**TOWN OF RHINEBECK
RESOLUTION 2025-020
APPOINT RECREATION ADVISORY COMMITTEE CHAIR AND CO-CHAIR**

WHEREAS, Tom Connolly has served as Chair and Michael DeCola as Vice-Chair of the Recreation Advisory Committee with such terms to expire 12/31/2024; and

WHEREAS, Mr Connolly and Mr DeCola wish to be reappointed for the year 2025; now, therefore, be it

RESOLVED, that Tom Connolly is reappointed as Recreation Advisory Committee Chair and Michael DeCola is reappointed as Co-Chair for 2025; and, be it further

RESOLVED that Chad Kleitsch and Dana Peterson will serve as Town Board liaisons to the Recreation Advisory Committee, Carri McCurdy, Town Recreation Director will serve as a liaison to the Committee, and that Ric Lewit will serve as the Village Board Liaison.

**TOWN OF RHINEBECK
RESOLUTION 2025-021
APPOINT PLANNING MEMBER AND BOARD CHAIR (Moore)**

WHEREAS, Melodye Moore term on the Planning Board expired on December 31, 2024; and

WHEREAS, Ms. Moore served as Planning Board Chair for 2024; and,

WHEREAS, Ms. Moore has expressed an interest in continuing her work as a Planning Board member for an additional term as well as her willingness to continue as Planning Board Chair; now, therefore, be it

RESOLVED, that Melodye Moore is reappointed to the Planning Board for a 7 year term to expire on December 31, 2031; be it further

RESOLVED, Melodye Moore is appointed as Planning Board Chair with the term to expire on December 31, 2025.

**TOWN OF RHINEBECK
RESOLUTION 2025-022
APPOINT FIRE INSPECTORS**

WHEREAS, the Town must appoint its Fire Inspectors for each year; and

WHEREAS, Edmund Matuk and Bob DeLuca have served in this role and have each indicated their desire to continue their service; now, therefore, be it

RESOLVED, that Edmund Matuk and Bob DeLuca are hereby reappointed Town Fire Inspectors for the year 2025.

DRAFT

**TOWN OF RHINEBECK
RESOLUTION 2025-023
APPOINT TOWN ENGINEERING CONSULTANT (Paggi)**

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

WHEREAS, the Town retained to its satisfaction Lawrence J. Paggi, P.E., P.C for the year 2024 and is in receipt of the attached letter of engagement extending the contract term through 2025; now, therefore, be it

RESOLVED, that the Town hereby retains Lawrence J. Paggi, P.E., P.C as the Town's engineering consultant for the year 2025 pursuant to the attached letter of engagement, and the Supervisor is authorized to execute the same in substantially the same form as attached, subject to review by the attorney to the Town as may be needed.

LAWRENCE J. PAGGI, PE, PC

Consulting Engineering

43 Broad Street
Fishkill, New York 12524

Phone 845 897 2375
Fax 845 897 2239

December 3, 2024

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

Re: 2025 Hourly Rates

Dear Supervisor Spinzia and Members of the Board:

Lawrence J. Paggi, P.E., P.C. is pleased to express our interest in working as the engineering consultant to the Town of Rhinebeck Town Board to provide the professional engineering services on an as needed basis. It is understood that the role of our office would include working with the Town Board, its consultants and attorneys. All time/services will be billed within 60 days of services rendered and will be billed according to following Hourly Rate Schedule:

| | |
|-------------------------------------|---------------|
| Principal Engineer | \$195.00/Hour |
| Senior Engineer | \$160.00/Hour |
| Project Manager/Engineer II | \$130.00/Hour |
| Engineer I | \$115.00/Hour |
| Technical Field and Office Services | \$ 95.00/Hour |
| Secretarial | \$ 55.00/Hour |
| Direct Reimbursable Expenses | At Cost |

(This schedule is in effect through December 31, 2025. We reserve the right to modify this rate schedule at the beginning of each subsequent calendar year.)

Please do not hesitate to contact our office if you have any questions or concerns.

Sincerely,



Lawrence J. Paggi, PE
President

**TOWN OF RHINEBECK
RESOLUTION 2025-024
APPOINT WORKFORCE HOUSING CHAIR (Mensch)**

WHEREAS, Jonathan Mensch served as Workforce Housing Committee Chair for 2024;
and

WHEREAS, Mr Mensch's term on the Committee expired on December 31, 2024 and he wishes to be reappointed for the year 2025; now, therefore, be it

RESOLVED, Jonathan Mensch as appointed as Chair of the Workforce Housing Committee for 2025.

DRAFT

**TOWN OF RHINEBECK
RESOLUTION NO. 2025-025
HIRING AUDITOR FOR CERTAIN TOWN DEPARTMENTS (DOTY)**

WHEREAS, the Town Board deems it important that an audit be performed of the various Town departments that take in or disburse money; and

WHEREAS, in 2024 the Town engaged Lori E. Doty, CPA, who has agreed to an engagement for 2025 on substantially same terms; now, therefore, be it

RESOLVED, that the Town Supervisor is authorized to enter into an agreement with Ms. Doty to perform audit services on substantially the same terms as in 2025.

*Lori E. Doty, CPA
11 Village Green
Apt. C.
Rhinebeck, NY 12572*

AUDIT PROPOSAL

December 11, 2024

Honorable Town Supervisor and Board
Town of Rhinebeck, New York

Audit Services: In accordance with generally accepted auditing standards of the United States of America, I will audit the cash receipts of the following departments and provide a report of my findings for each:

- Building
- Cemetery
- Escrow Account
- Highway
- Justice Courts
- Planning
- Recreation
- Tax Collector
- Town Clerk
- Transfer Station
- Zoning

My fee for these services for the 2024 audit is \$4,000.

Thank You,
Lori E. Doty, CPA

**TOWN OF RHINEBECK
RESOLUTION NO. 2024-026
APPOINTING TOWN HISTORIAN (FITZGERALD) AND
DEPUTY TOWN HISTORIAN (FRAZIER)**

WHEREAS, the Town Supervisor chooses to appoint a Historian and Deputy Historian for each year; and

WHEREAS, Susan Fitzgerald is currently serving as Town Historian; and

WHEREAS, Michael Frazier is currently serving Deputy Historian; and

WHEREAS, both Fitzgerald and Frazier have indicated their desire to continue serving in this capacity; now, therefore, be it

RESOLVED, the Town Supervisor hereby reappoints Susan Fitzgerald as Town Historian and Michael Frazier as Deputy Town Historian for the year 2025.

**TOWN OF RHINEBECK
RESOLUTION 2025-027
APPOINTING CEMETERY COMMITTEE MEMBERS AND CHAIR**

WHEREAS, the terms of Gina Fox, Michael Haggerty, Suzanne Kelly and Robert Long, on the Town of Rhinebeck Cemetery Committee expired on December 31, 2024; and

WHEREAS, Suzanne Kelly served as the Cemetery Committee Chair for the year 2024; now, therefore, be it

RESOLVED, that Gina Fox, Michael Haggerty, Suzanne Kelly and Robert Long are reappointed to the Cemetery Committee for 2-year terms expiring on December 31, 2026, and Suzanne Kelly is reappointed as Chair of the Cemetery Committee for 2025.

**TOWN OF RHINEBECK
RESOLUTION 2025-028
REIMBURSEMENT RATES FOR MILEAGE**

WHEREAS, the Internal Revenue Service periodically issues a standard mileage rate for the cost of operating an automobile for business; and

WHEREAS, the Town wishes to reimburse its employees for official travel in their personal vehicles; now, be it therefore

RESOLVED, that the Town Bookkeeper is directed to reimburse employees for mileage according to the current IRS standard mileage rate in effect for 2025.

DRAFT

**TOWN OF RHINEBECK
RESOLUTION 2025-029
APPOINTING CHAIR OF ZONING BOARD OF APPEALS**

WHEREAS, Scott Bergin served as Chair of the Zoning Board of Appeals for 2024 and wishes to continue to serve; and

WHEREAS, Kathryn Clark was appointed to a 5-year term that began on January 1, 2020 and wishes to continue to serve; now, therefore, be it

RESOLVED, that Scott Bergin is re-appointed to chair the Zoning Board of Appeals for 2025; and be it further

RESOLVED, that Kathryn Clark is appointed to serve on the Zoning Board of Appeals for the 5-year term ending 12/31/2029.

**TOWN OF RHINEBECK
RESOLUTION 2025-030
CONTRACT FOR DUTCHESS COUNTY SHERIFF'S SERVICES**

WHEREAS, the Town typically contracts with the Dutchess County Sheriff's Office for provision of police services; and

WHEREAS, the Town is in receipt of the attached draft contract from the Sheriff's Office for 2025; now, therefore, be it

RESOLVED, that the attached contract with the Dutchess County Sheriff's Office is approved, and the Supervisor is authorized to sign it in substantially the same form subject to review and any changes and revision approved by the attorney to the Town.

DRAFT



Dutchess County Sheriff's Office

Adrian H. Anderson Law Enforcement Center
108 Parker Avenue • Poughkeepsie, New York 12601
Main (845) 486-3800 - Fax (845) 452-2987 - TDD (845) 486-3888

Kirk A. Imperati, Sheriff
Jason W. Mark, Undersheriff



September 16, 2024

Town of Rhinebeck
Elizabeth Spinzia, Supervisor
80 E. Market St.
Rhinebeck, NY 12572

Dear Supervisor:

Please be advised of the changes to your contract for police/security services with the County and the Sheriff's Office effective January 1, 2025 are as follows:

The amount the contractor will reimburse the county will be \$12.83 per hour. This is in addition to the hourly rate of the member assigned.

The vehicle cost will be at the rate of \$1.18 per mile or \$100.00 per day for a vehicle requested as a presence. Fringe benefit rates are 18.80% retirement and 7.65% FICA. The new Administrative Fee Schedule is enclosed.

If you have any questions, please feel free to contact our office.

Sincerely,

Kirk Imperati
Sheriff

Enclosure

KI/RC/pw



DUTCHESS COUNTY SHERIFF'S OFFICE
108 Parker Avenue
Poughkeepsie, New York

2025 Administrative Fee Schedule

| Hourly Rate Schedule 2025 | | | |
|--|----------------|-----------------------------|-----------------|
| | | | |
| | | Hr Rate | Hr OT Rate |
| Deputy Sheriff PT | | \$30.00 | |
| Deputy Sheriff Full Time | | | |
| Entry Level | | \$30.21 | \$45.32 |
| Sr Member | | \$68.59 | \$102.89 |
| Average Rate | | \$49.40 | \$74.11 |
| Administrative Fees | \$12.83 | per hour billed | |
| Mileage | \$1.18 | per mile if car is required | |
| Shift Differential 6 pm – 12 mid | add 5% | | |
| Shift Differential 12 mid – 6 am | add 10% | | |
| Fringe Benefits Charged in addition to Hourly Rates | | | |
| Retirement 18.80% | | | |
| FICA 7.65% | | | |

This fee schedule is an estimate. Range is from Part time member hourly rate \$30.00 to Senior member overtime rate and the average. All rates are based on the DCDS PBA Collective Bargaining Agreement.

Vendor will pay actual cost of member assigned plus fringe and mileage if a vehicle is required as patrol. Should a vehicle be requested as a presence only, there will be a daily fee of \$100.