

Village of Rhinebeck Board of Trustees

Budget Meeting

Tuesday, February 27, 2018

7:00 PM

Attendance: Mayor Gary Bassett, Trustee Ric Lewit, Trustee Howie Traudt, Trustee Brant Neuneker, Trustee John Rossi, Karen P. McLaughlin, Treasurer

OTHER BUSINESS

County Wide initiative for shared services- The mayor reported that last year he participated in the county initiative for shared services and one of the programs to be offered was assistance in procurement. The County would provide procurement specialist for bid preparation and bid advertisement. He asked the board if they were interested in using the County procurement, it would cost \$60.00/hr.

The board discussed that this option is good as an engineer is not always needed to prepare bid specifications and we are not bound to use them it is just an option.

Motion made Mayor Bassett to adopt the following resolution:

THIS AGREEMENT, made this 27th day of February, 2018, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and the Village of Rhinebeck, a municipal corporation, whose address is 76 E. Market Street (hereinafter referred to as the "Village of Rhinebeck").

WITNESSETH:

WHEREAS, Section 3.01(g) of the Dutchess County Administrative Code permits the County Executive, or his designee, to "upon the request of any city, town, village, school district or other unit of local government, provide central purchasing services for all or part of its purchases, upon such conditions as may be prescribed by the County Legislature", and

WHEREAS, by Resolution No. ____, the Dutchess County Legislature authorized the County Executive, or his designee, to enter into a shared services contract with any city, town, village, school district or other unit of local government who requested that the County assist it with certain central purchasing services, and

WHEREAS, by Resolution No. _____, the Dutchess County Legislature has prescribed conditions under which Dutchess County can provide central purchasing services to other units of local government, in that Dutchess County is permitted to: (1) write and prepare request for bids and proposals, (2) post prepared requests for bids and proposals in newspapers on the internet, and (3) evaluate vendors' bids and proposals to assure they meet specifications, and

WHEREAS, the Village of Rhinebeck has requested that the County of Dutchess assist it with central purchasing services, and

WHEREAS, General Municipal Law Section 119-o authorizes municipal corporations and districts to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a contract basis, and

WHEREAS, General Municipal Law §119-n defines "municipal corporation" as a county outside the City of New York, a town, a village, a board of cooperative educational services, fire district, or a

school district, and defines a “municipal district” as a county or town improvement district, among other things, and

WHEREAS, this Agreement is intended to be used for municipal corporations and municipal districts who have requested assistance from the County with central purchasing services,

NOW, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The County agrees to furnish the Village of Rhinebeck with central purchasing services as follows:

- (1) write and prepare request for bids and proposals,
- (2) post prepared requests for bids and proposals in newspapers on the internet, and
- (3) evaluate vendors’ bids and proposals to assure they meet specifications

2. TERM OF AGREEMENT. This Agreement shall be effective this February 27, 2018 and shall terminate on _____, 20___, unless otherwise terminated as set forth herein.

3. PAYMENT. As full and complete consideration for the services so rendered, the Municipality agrees to pay the County \$60.00 an hour.

4. LIABILITY.

(a) County: The County shall assume liability for, defend against, and secure the Village of Rhinebeck from all cost or damages for injury to persons or property, or death, caused by the negligent acts of any employees of the County. The County maintains general liability insurance and shall name the Village of Rhinebeck as additional insured on such policies for the services provided under this Agreement.

(b) The Village of Rhinebeck shall assume liability for, defend against, and exempt the County from all costs or damages for injury to persons or property, or death, caused by the negligent acts of the Village of Rhinebeck, its employees, servants or agents arising out of the performance of this Agreement.

5. PERSONNEL.

(a) Employee Status: For purposes of this Agreement only, all persons employed by the County in providing central purchasing services to the Village of Rhinebeck shall be County officers or employees, and they shall not have any benefit, status or right of Village of Rhinebeck employment.

(b) Payment: The Village of Rhinebeck shall not be liable for the direct payments of salaries, wages or other compensation to County officers or employees providing central purchasing services to the Village of Rhinebeck under this Agreement.

(c) All County employees performing services under this Agreement shall be deemed employees of the County for purposes of the Workers’ Compensation Law and the Village of Rhinebeck shall not be responsible for the payment of any benefits thereunder.

6. NON-ASSIGNMENT. (a) This Agreement may not be assigned by the Village of Rhinebeck nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the County.

7. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days’ prior written notice to the Village of Rhinebeck of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Village of Rhinebeck of termination with cause.

8. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.

9. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.

10. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.

11. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue".

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original and shall constitute the same Agreement.

13. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

14. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27th day of February 2018.

This was seconded by Trustee Rossi and all were in favor. Motion passed.

STVR (SHORT TERM VACATION RENTAL) - The mayor thanked Trustee Neuneker and the committee for their hard work and set the next workshop date for more public input on the STVR, board agreed on Thursday, March 15th at 7:00 pm.

Trustee Rossi reported that he received a call from James of "The Art of Building", who wants a meeting with him. For transparency, he wanted to notify the board. The mayor supported keeping communication open. The mayor acknowledged that there still is much to discuss and we will do that at the next STVR meeting. Trustee Neuneker will review the case studies and the discussion will go on.

The mayor reported that last night there was an alarm at the highway. Foreman Mike Wolff was called and he did not have alarm the code. John Fenton did not have the code nor did Mayor Basset who was the 3rd person called. At that time, the mayor recommended they dispatch the police and they did. They are working on getting the codes to the right people.

The mayor reported that he met with a resident who said he feels like the Planning Board is forceful with their opinions back to the applicants. He directed this feedback to Trustee Rossi to evaluate with the Planning Board. The resident's complaint was that business owners were being unfairly treated, he also said that police should enforce the parking limits in the village. The mayor stated that communication is key.

The mayor also reported that there was an inquiry why the POW flag is flown all the time and not just on Veterans Day. Trustee Lewit, on his lap top researched the state protocol for flag flying. The board agreed that they should not show favoritism. Also, the flag pole should be lit. Motion made Mayor Bassett, seconded by Trustee Lewit and all but Trustee Traudt agreed that the POW flag be flown only on the recommended dates given by the State (Memorial Day, Veterans Day and POW recognition day) until a recommendation from the Veteran organization is received. Trustee Traudt stated that he is a member of the Sons of the American Legion and was asked to check with the Veteran Organization for a recommendation.

An increase to 1120.01 Property Sales Tax QTRLY	\$7,000 - historical trends
A decrease to 2262.01 Fire Contract	\$10,000- contract
An increase to 2410.01 Rental of Cell Tower	\$22,490 - additions to tower
An increase to Fire Inspector	\$20,000 - add'l inspections

The mayor discussed increasing the Fire Inspection line item by \$20,000, given the revised fee schedule and all the businesses that should be having annual fire inspections. He asked the board to consider the new fee schedule for adoption. Trustee Neuneker was concerned that if we pass the STVR law and then do this fee schedule increase, it's too much. The mayor stated that it brings us into parity, adjusting the fees to be close to what other municipalities are charging, as well as following through with fire and safety inspections.

The mayor announced that he is working with NYS Comptroller DeNapoli's office to work on charging for police coverage and special events.

The board identified that the \$20,000 increase in revenue is contingent on hiring the Fire Administrator and there was much discussion both for and against it. Trustee Neuneker stated that he felt we should start out with 20 hours a week for this position.

The mayor stated that he has been working with the County on establishing this position and the County has this as a full-time job. Trustee Traudt stated that we have always had a Fire Chief do this job. The mayor thinks the position is warranted and has the full support of the County. Trustee Neuneker suggested 20 hrs a week and Trustee Traudt stated that he wants to get a volunteer for this position. Trustee Neuneker agrees with the mayor that a volunteer should not be taking in money, doing procurement and managing the village's fire-matic responsibilities.

The board agreed to discuss it further and move on with the budget.

The following are proposed for:

EXPENSES

An increase to 10104.1.0.7 Trustees- codification	\$11,500 - update code
An addition of 34101.01.0 Fire Coordinator/Admin	\$48,000- establish position
A decrease to the Fire Dept. budget	\$20,000
A decrease to the transf to CAP Fire	\$25,000
An increase to 51104.1.0 Streets - PAVING	\$35,000 commitment to pave annually

Trustee Lewit reported that the Village has 10.6 miles and that means that we would be on a pace of ¾ of a mile a year. Trustee Lewit reported that the plan is for the first year of annual road paving to do: Locust Grove and Crosmour Drive and Road.

EXPENSES (continued)

PBZ Clerk position was reduced from FT to PT

An addition to Long-Term Debt for Highway Truck

& Police vehicle (some was already in budget) \$15,030

Central Communications 16504.01

Central Printing & Mail 16704.01

Central Data Processing 16804.01

All have been all combined, with those expenses removed from each individual department

WATER & WASTE WATER

Salaries were calculated with a 3% increase as per the last year of current union contract (or whatever % it will be when the union contract is agreed upon) with the following additions:

Chief Water Operator will be offered \$2.00 an hour more, which will be put it on the agenda for the next regular board meeting, also an increase to \$16/hr for the trainee when certification is received.

The board discussed the engineers doing a 10-year Water and Waste water study. Trustee Traudt and Neuneker said that if they get a grant they will do it.

A bond was paid off in the Water Department as well as the Waste Water Department

Water Budget is set at **\$993,752**

Sewer Budget is set at **\$812,039**

Neither will require a raise in rates at this time.

HISTORIC DISTRICT- Trustee Rossi discussed a fee for a consultant to look into expanding the historic district as people are buying old houses and tearing them down. The consultant can identify some short-term things we can do. Trustee Rossi is recommending the board authorize the fee of up to \$2,000 to get Phase 1 done. He is looking at spending the money this year and get a grant next year. Trustee Rossi made a motion, seconded by Mayor Bassett and all were in favor to pay up to the \$2,000 for the consultant recommended by Trustee Rossi for expanding the historic district.

Trustee Rossi reported that he looked into website design as he has a neighbor that does this work; she came up with similar numbers. He and the Mayor agreed to stay with Dick Wambach and have him identify what he will do. They will get Dick in to get a clear line of deliverables at the end of this fiscal year.

EXECUTIVE SESSION

Motion made by Mayor Bassett, seconded by Trustee Lewit and all were in favor to go into Executive Session to discuss union negotiations/employee issue.

Entered Executive Session at 10:03 pm.

Motion made by Mayor Bassett, seconded by Trustee Rossi all were in favor to exit Executive Session and re-enter the regular meeting.

Exit Executive Session and re-entered the meeting at 10:09 pm.

No action was taken

ADJOURN

With no further business to discuss, Mayor Bassett made a motion to adjourn, seconded by Trustee Traudt and all were in favor. Meeting adjourned at 10:10 pm

Respectfully Submitted,

Karen P. McLaughlin, Treasurer