

# Town of Greenville

## TOWN BOARD MEETING

### TENTATIVE AGENDA

December 18, 2017

7:00 pm

Approval of minutes November 20, 2017

#### OLD BUSINESS

- a) Rescue Squad
- b) Highway
- c) Buildings and Grounds
- d) Code Enforcement
- e) Sewer
- f) Water
- g) Recycling
- h) Assessor
- i) Planning Board
- j) Dog Control Officer
- k) Beautification Committee

#### NEW BUSINESS

- a) Discussion inter-municipal agreement, Greenville Fire District
- b) Discussion 2018 Greene EMS contract
- c) Approve Greene County Hazard Mitigation Plan
- d) Set 2018 Organizational meeting
- e) Mr. Sandy Garden ~ Zoning
- f) Misc.

#### OPEN MEETING

Supervisors Report

Bill paying audit of bills

#### Upcoming scheduled Town Board meetings:

Organizational Meeting: January 2, 2018 at 7:00 pm

Regular Town Board meeting: January 15, 2018 at 7:00 pm

## AMBULANCE CONTRACT

**This Agreement** made this            day of November 2017 between the TOWN OF GREENVILLE a Municipality located in the County of Greene and existing under the laws of the State of New York. hereinafter called the Town and the GREENVILLE RESCUE SQUAD, INC., a not-for-profit organization with its principal place of business located in the Town of Greenville, hereinafter called the Rescue Squad.

### WITNESSETH;

**WHEREAS**, there is located within the boundaries of the Town of Greenville no hospital nor hospital ambulance and

**WHEREAS**, the Town is desirous of having ambulance services available for its residents, and

**WHEREAS**, the Rescue Squad is capable of and willing to provide such ambulance service.

**NOW THEREFORE**, in consideration of the sum of \$250,000.00 (Two Hundred Thousand Dollars) paid quarterly on the fifteenth day of February, April, July, and October 2018, by the Town to the Rescue Squad in equal amounts of \$62,500 (Fifty Thousand Dollars) each: it is hereby agreed as follow:

1. The Rescue Squad shall provide ambulance services to the Town during the period January 1, 2018, through December 31, 2018. The emergency services shall be provided seven (7) days per week, twenty-four (24) hours per day.
2. Such ambulance service shall be provided at any and all places and locations within the geographical boundaries of the Town of Greenville.
3. This agreement shall not limit the right of the Rescue Squad to provide emergency ambulance services to individuals not within the geographic boundaries of the Town of Greenville. Services shall be available to the Town of Greenville at all times; however, in the event the Rescue Squad allows its ambulance to leave the Town of Greenville, it shall make alternative arrangements to service the Town of Greenville during the absence of its equipment\*.
4. The Rescue Squad agrees to continue its third party billing system, consistent with the efforts of other similar rescue squads in the State of New York.
5. The Parties acknowledge that a "county" ambulance system is being developed and that Greenville intends to participate in such system when it becomes operational. In the event said system does become operational during the term of this Agreement, the parties agree that this

Agreement shall be terminated with 60 days advance written notice and all remaining funds due hereunder shall not be paid.

\* UNDER MUTUAL AID AGREEMENT

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement the day and date first above written.

DATED:

GREENVILLE RESCUE SQUAD, INC.

TOWN BOARD OF THE TOWN OF  
GREENVILLE

\_\_\_\_\_  
THEODORE E. NUGENT SR., PRESIDENT

\_\_\_\_\_  
PAUL MACKO, SUPERVISOR

\_\_\_\_\_  
CLIFTON S. POWELL III, VICE PRESIDENT

\_\_\_\_\_  
RICHARD BEAR, COUNCILPERSON

\_\_\_\_\_  
DAVID BATTINI, BOARD MEMBER

\_\_\_\_\_  
GREG DAVIS, COUNCILPERSON

\_\_\_\_\_  
FRAN SICKLES, BOARD MEMBER

\_\_\_\_\_  
KEN STERN, COUNCILPERSON

\_\_\_\_\_  
DANIELLE POWELL, BOARD MEMBER

\_\_\_\_\_  
JOHN BENSON, COUNCILPERSON

**Town of Greenville  
Building Department  
Monthly Report**

Month of NOV., 2017

Building Permits: 4

Inspections: 24

Title Searches: 2

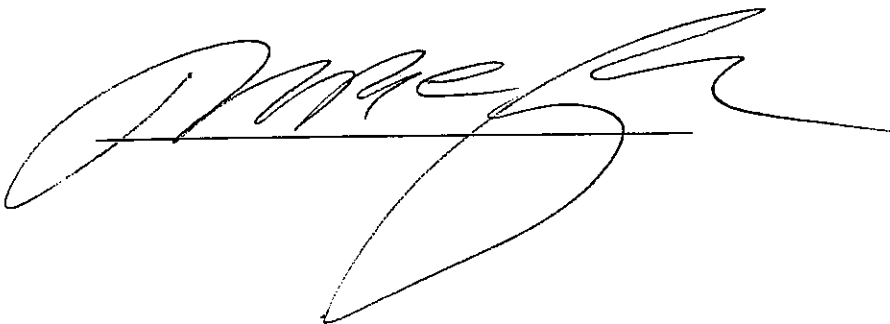
Septic Permits: \_\_\_\_\_

Sign Permits: \_\_\_\_\_

Fire Calls: \_\_\_\_\_

Violations: 2

Notes



A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be the name of the official reporting on the document.

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 4  
1130 North Westcott Road, Schenectady, NY 12306-2014  
P: (518) 357-2069 | F: (518) 357-2460  
www.dec.ny.gov

December 4, 2017

Lindsay Ostrander Allen  
Delaware Engineering, DPC  
28 Madison Ave. Ext.  
Albany, NY 12203

**RE: LEAD AGENCY COORDINATION RESPONSE  
Proposed Water District 1 Upgrades Project  
DEC #4-1932-00019, Greenville WD #1  
Town of Greenville, Greene County**

Dear Ms. Ostrander Allen:

This letter responds to your correspondence of November 27, 2017, regarding lead agency coordination for the project referenced herein, under Article 8 (State Environmental Quality Review – SEQR) of the Environmental Conservation Law and 6 NYCRR Part 617. The New York State Department of Environmental Conservation (“DEC” or “Department”) has the following interest in this project:

**Name of Action:** Proposed Water District 1 Upgrades Project  
**DEC Contact Person:** Kristy E. Primeau, Environmental Analyst

**DEC Position:** Based on the information provided, DEC has no objection to the Town of Greenville assuming lead agency status for this action.

### **Possible DEC Permits:**

- **Article 15 Protection of Waters Permit** – A protected stream, the Class C(T) Basic Creek, is located within the project area. Disturbance to the bed or banks of this stream requires an Article 15 Protection of Waters Permit for Stream Disturbance.
- **Article 24 Freshwater Wetlands Permit** – The following freshwater wetlands are located within or immediately adjacent to the project area: GR-102, Class 3; GR-103, Class 2; GR-108, Class 2; and GR-109, Class 3. An Article 24 Freshwater Wetlands Permit is required for any physical disturbance within the boundaries of the wetland or within the regulated 100-foot adjacent area.
- **Section 401 Water Quality Certification** – If this project will impact federally-regulated wetlands or waterbodies, which require a Section 404 Permit (Individual or Nationwide Permit) from the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification may be required from the Department.



- SPDES General Permit for Stormwater Discharges from Construction Activity – If this project will disturb one acre of land or more, the applicant must comply with the State Pollutant Discharge Elimination System (SPDES) Phase II regulations for Stormwater Discharges Associated with Construction Activities.
- Water Withdrawal –This project includes the extension of Water District #1 and will therefore require a modification to the Town's Water Withdrawal permit.

**Threatened or Endangered Species and/or Habitats:**

We have reviewed the available information in the New York Natural Heritage Program database on known occurrences of rare or state-listed animals and plants, significant communities and other significant habitats. No records of known occurrences were found in the (immediate) vicinity of the project/site.

**Cultural Resources:**

The project appears to be located within an area of potential historical or archeological significance. If approvals/permits are ultimately needed from this Department, we may need to consult with the New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) in order to better evaluate this project's impact on these resources. You may wish to inform the applicant/project sponsor of this potential requirement.

To initiate consultation with OPRHP, please visit their project submission website at <https://cris.parks.ny.gov/> .

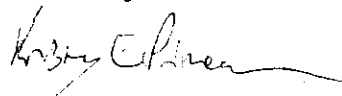
**Additional Comments:**

Enclosed is a copy of the Department's jurisdictional map for your reference. Please note that the map is intended to provide an idea as to the approximate size and location of resources; actual field conditions may vary from those depicted on the map.

Please note, the location of the proposed water storage tank was not indicated on the enclosed map. The location of the tank should be provided to determine if any additional permits or Department jurisdiction applies.

Please feel free to contact me by telephone at 518-357-2373 or by e-mail at [kristy.primeau@dec.ny.gov](mailto:kristy.primeau@dec.ny.gov) if you have any questions.

Sincerely,



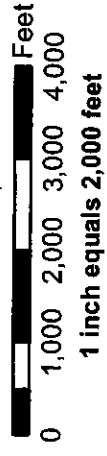
Kristy E. Primeau  
Environmental Analyst  
Region 4

Enc.: Jurisdictional Map

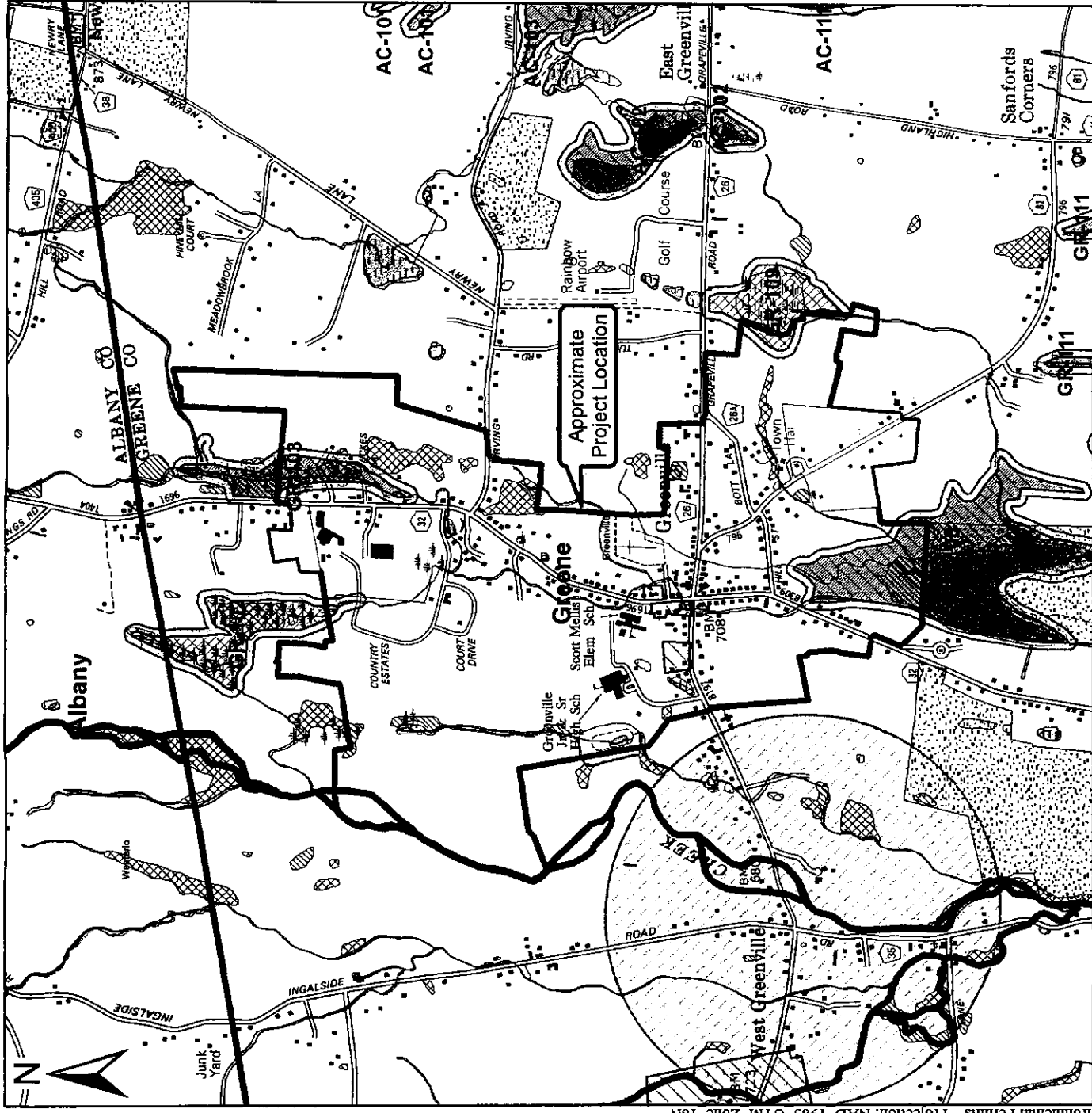
EC: Supervisor, Town of Greenville ([paulmackosuper@aol.com](mailto:paulmackosuper@aol.com))  
Lindsay Ostrander Allen ([LAllen@delawareengineering.com](mailto:LAllen@delawareengineering.com))

# Greenville Water District #1 Extension Town of Greenville Greene County DEC #4-1932-00019

December 4, 2017



- Legend**
- NYS Freshwater Wetland**
    - Class 1 Freshwater Wetland
    - Class 2 Freshwater Wetland
    - Class 3 Freshwater Wetland
    - Class 4 Freshwater Wetland
    - Deed Restrictions
    - Protected Streams (C1) and higher
    - Non-protected Streams (C and D)
    - Water Quality Classifications (Polygon)
  - National Wetlands Inventory**
    - Estuarine and Marine Deepwater
    - Estuarine and Marine Wetland
    - Freshwater Emergent Wetland
    - Freshwater Forested/Shrub Wetland
    - Freshwater Pond
    - Lake
    - Other
  - Other Resources**
    - Archaeologically Sensitive Area
    - National/State Register Site
    - State Historic Site or Historic Park
    - Primary Aquifers
    - Agricultural Districts
    - Local Waterfront Revitalization Program
    - Coastal Management Area Boundaries
    - Critical Environmental Areas
    - Potential EJ area
    - NYC Watershed Boundary
    - Catskill Park
    - Scenic Areas of Statewide Significance
    - State Park
    - T&E Animals
    - T&E Fish
    - Northern long-eared bats
    - BBA Grassland Birds E&T
    - BBA Marsh Birds E&T
    - Welland/Aquatic Community
    - Upland/Terrestrial Community
    - Listed Plant
    - Moss (Unlisted)



*Disclaimer: This map was prepared by Region 4 NYSDEC Division of Environmental Permits using the most current data available. It is deemed accurate but is not guaranteed. NYSDEC is not responsible for any inaccuracies in the data and does not necessarily endorse any interpretations or products derived from the data. This map may contain information that is considered sensitive and therefore the distribution of this map is strictly prohibited. Additional resources may be present but not depicted on this map.*

**Department of  
Environmental  
Conservation**







**BOHLER**<sup>TM</sup>  
ENGINEERING

17 Computer Drive West  
Albany, NY 12205  
PHONE 518.438.9900  
FAX 518.438.0900

December 11, 2017

Town Board  
Town of Greenville  
11159 NYS Route 32  
Greenville, NY 12083

Attention: Paul J. Macko, Town Supervisor

**Re: Out-of-district Water Request  
Proposed Retail Store  
Tax Parcel # 12.11-12-19  
NYS Route 32**

Dear Supervisor Macko:

On behalf of our client, Primax Properties, LLC, we are proposing a new Retail Store development on the property referenced above and have obtained site plan approval from the Town Planning Board. Although our proposed development does not have a large water demand, we would like to connect to municipal water for fire protection of the building. Based on our discussions with the Town Staff, we have been advised that our property is currently not within the Town Water District. Please accept this letter as a formal request for our property to connect/extend municipal and to be an out-of-district user.

We would like to review this request with the Town Board at your December meeting. Should you have any questions or require any additional information, please do not hesitate to contact our office at (518) 438-9900.

Sincerely,

**BOHLER ENGINEERING MA, LLC**

Caryn Mlodzianowski

**cc: Primax Properties, LLC**

**From:** Alan Tavenner <ATavenner@delawareengineering.com>

**To:** Caryn Mlodzianowski <cmlodzianowski@bohlereng.com>

**Cc:** Kevin Schwenzfeier <KSchwenzfeier@delawareengineering.com>; Don Teator (dteator@gmail.com) <dteator@gmail.com>; 'Paul Macko (pmackogrsuper@aol.com)' <pmackogrsuper@aol.com>

**Subject:** RE: Tractor Supply water

**Date:** Mon, Nov 27, 2017 3:33 pm

**Attachments:** winmail.dat (1753K)

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Caryn,

Yes, I'll suggest the TSC be allowed as an out of district user pending inclusion in the water district.

Regarding gravity vs. force main I agree survey data would be helpful.

Attached is the map showing LiDAR topography superimposed on an aerial image which I said I would send.

Looks to me we are at 826' and there is an 800' run before the topo starts to climb from elevation 830'.

800' pipe at minimum pitch (0.4%) raises pipe 3.2' and we appear to have 4' to work with.

Based on that we could get through the flat spot with gravity, thus allowing the gravity to continue north along NYS Rt. 32.

Not much development there now, but that seems to be the direction in which all new development is occurring.

Regarding the form of the easement, we kept the others as simple as we could, example is attached.

Greene County also requires an executed NYS Tax Form TP-584 before they will file the easement.

Alan Tavenner, PE

Delaware Engineering, DPC

28 Madison Avenue Extension

Albany, New York 12203

Phone: 518-452-1290

[atavenner@delawareengineering.com](mailto:atavenner@delawareengineering.com)<<mailto:atavenner@delawareengineering.com>>

**From:** Caryn Mlodzianowski [<mailto:cmlodzianowski@bohlereng.com>]

**Sent:** Wednesday, November 22, 2017 10:32 AM

**To:** Alan Tavenner <ATavenner@delawareengineering.com>

**Subject:** RE: Tractor Supply water

Thank you, Alan. As discussed we would also like to request to be an out of district user for the sewer. I can submit this request to Paul Macko and his Board.

Before you submit your recommendation to the Town to continue the gravity main sewer vs. a force main I am hopeful that we can be afforded the opportunity to explore the topography a little more.

Many thanks,

Caryn Mlodzianowski

[<cid:image001.png@01D36790.71648140>]

17 Computer Drive West | Albany, NY 12205

P: 518-438-9900 | [cmlodzianowski@bohlereng.com](mailto:cmlodzianowski@bohlereng.com)<<mailto:cmlodzianowski@bohlereng.com>>

[www.BohlerEngineering.com](http://www.BohlerEngineering.com)<<http://www.BohlerEngineering.com>>

[<cid:image002.png@01D36790.71648140>]

Confidentiality Note: This e-mail, and any attachment to it, contains confidential information intended only for the use of the designated recipients, which information may also be privileged. If the reader of this e-mail is not

the intended recipient, the document has been received in error and any use, review, dissemination, distribution, disclosure or copying of this message is strictly prohibited. If you have received this e-mail in error, please notify the sender via reply e-mail and immediately delete this e-mail from your system.

From: Alan Tavenner [<mailto:ATavenner@delawareengineering.com>]  
Sent: Wednesday, November 22, 2017 10:07 AM  
To: Caryn Mlodzianowski <[cmlodzianowski@bohlereng.com](mailto:cmlodzianowski@bohlereng.com)<<mailto:cmlodzianowski@bohlereng.com>>>  
Subject: FW: Tractor Supply water

See below regarding water.

Alan Tavenner, PE  
Delaware Engineering, DPC  
28 Madison Avenue Extension  
Albany, New York 12203  
Phone: 518-452-1290  
[atavenner@delawareengineering.com](mailto:atavenner@delawareengineering.com)<<mailto:atavenner@delawareengineering.com>>

From: Alan Tavenner  
Sent: Wednesday, November 22, 2017 9:50 AM  
To: Tal Rappleyea ([rappleyealaw\\_tal@berk.com](mailto:rappleyealaw_tal@berk.com)<[mailto:rappleyealaw\\_tal@berk.com](mailto:rappleyealaw_tal@berk.com)>)  
<[rappleyealaw\\_tal@berk.com](mailto:rappleyealaw_tal@berk.com)<[mailto:rappleyealaw\\_tal@berk.com](mailto:rappleyealaw_tal@berk.com)>>  
Cc: 'Paul Macko ([pmackogrsuper@aol.com](mailto:pmackogrsuper@aol.com)<<mailto:pmackogrsuper@aol.com>>)'  
<[pmackogrsuper@aol.com](mailto:pmackogrsuper@aol.com)<<mailto:pmackogrsuper@aol.com>>>; Don Teator  
([dteator@gmail.com](mailto:dteator@gmail.com)<<mailto:dteator@gmail.com>>) <[dteator@gmail.com](mailto:dteator@gmail.com)<<mailto:dteator@gmail.com>>>; Kevin  
Schwenzfeier ([KSchwenzfeier@delawareengineering.com](mailto:KSchwenzfeier@delawareengineering.com)<<mailto:KSchwenzfeier@delawareengineering.com>>)  
<[KSchwenzfeier@delawareengineering.com](mailto:KSchwenzfeier@delawareengineering.com)<<mailto:KSchwenzfeier@delawareengineering.com>>>; Kathleen  
Tatara ([ktatara@delawareengineering.com](mailto:ktatara@delawareengineering.com)<<mailto:ktatara@delawareengineering.com>>)  
<[ktatara@delawareengineering.com](mailto:ktatara@delawareengineering.com)<<mailto:ktatara@delawareengineering.com>>>  
Subject: Tractor Supply water

Tal,  
The proposed Tractor Supply store is outside the water district.  
They need water for sprinklers.

We are in the process of extending the water district, the Lead Agency resolution was done in November.  
But the Town does not want to hold them up.

I think the simplest way to do this for now would be to connect them as an Out of District user.  
I do not think the Town has any now and no real policy for doing that.

I am thinking we should formalize that in a resolution they could adopt in December and would help the  
planning board to approve the site plan.  
If that works we can give you some language to put into a resolution.

Alan Tavenner, PE  
Delaware Engineering, DPC  
28 Madison Avenue Extension  
Albany, New York 12203  
Phone: 518-452-1290  
[atavenner@delawareengineering.com](mailto:atavenner@delawareengineering.com)<<mailto:atavenner@delawareengineering.com>>

**From:** Hope Nugent <zbaandplanningboardclerk@yahoo.com>

**To:** Tom Vance <tom@evolution-si.com>; Tom Briggs <adiprima@juno.com>; Art Marini <ahmarini@aol.com>; Sandy Garden <gardenfamilyfarm@catskillmtn.com>; John Ingalls <jingalls@gnhlumber.com>; Frank Benedetto <dogman36411@hotmail.com>; Jean Thomas <jeantheipper@yahoo.com>; Tal Rappleyea <tal@talrappleyea.com>

**Cc:** Mark Overbaugh <mover@townofgreenvilleny.com>; Paul Macko <pmackogrsuper@aol.com>

**Subject:** ZBA Meeting Dec. 12th

**Date:** Fri, Dec 8, 2017 1:26 pm

**Attachments:** 2017-12-12 ZBA\_Agenda.docx (21K), November 14 2017 ZBA Minutes.docx (37K)

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Hi everyone,

Please find attached the agenda for our next meeting which is a Public Hearing. Also attached are the minutes from the last meeting. Please let me know if you are unable to attend.

Thank you and have a great weekend.

Hope

Hope L. Nugent  
PB & ZBA Clerk  
Town of Greenville  
518-966-5055 X 3

**Town of Greenville**  
**Zoning Board of Appeals**  
Town Hall Pioneer Building  
11159 State Route 32, P.O. Box 38  
Greenville, NY 12083

**Meeting Agenda**

December 12, 2017

**7:00 Pledge of allegiance**

**New Business:** Public Hearing for Edward Wecker – Area Variance for fence  
11110 SR 32  
Property ID #24.02-2-19

**Old Business:** Motion to Accept the Minutes from November 14, 2017 Meeting

**Discussion:**

**Adjournment:**

**Town of Greenville**  
Zoning Board of Appeals  
Town Hall, Pioneer Bldg.  
PO Box 38,  
Greenville, NY 12083

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**November 14, 2017**

**Attendees:** Tom Vance, Frank Benedetto, Art Marini, Alexander Garden and clerk Hope Nugent.

**Guests:**

**Pledge of allegiance**

*Motion to open meeting made by Art Marini at 7:07 pm.*

*Seconded by: Frank Benedetto. All in favor: 4, Opposed: 0, Motion carried.*

**Old Business**

*Motion to accept the minutes for April 11, 2017 made by Art Marini.*

*Seconded by: Frank Benedetto. All in favor: 4, Opposed: 0, Motion carried.*

**New Business:**

The Board was presented with an application for an area variance for Edward Wecker. Mr. Wecker, who was not present, is requesting the variance for his fence which is not off his property line by 1 foot.

*Motion to accept application made by Alexander Garden. Seconded by: Art Marini. All in favor: 4, Opposed: 0, Motion carried.*

**Discussion:**

A discussion was held to set the public hearing need for the variance for Mr. Wecker. The Public Hearing is set for the next ZBA meeting which is December 12<sup>th</sup> at 7pm. It was also stated that the Board would like to see a map of what has been done to the property with the fence.

*Motion to close meeting made by Frank Benedetto at 7:12 pm. Seconded by: Alexander Garden. All in favor: 4, Opposed: 0, Motion carried.*



**Greene County  
Economic Development,  
Tourism & Planning**

411 Main Street, Suite 419  
Catskill, New York 12414

**Warren Hart**  
Director



**GREENE  
BUSINESS**

December 8, 2017

Supervisor Paul Macko  
Town of Greenville  
PO Box 38  
Greenville, NY 12083

Re: County Planning Board Appointment

Dear Supervisor Macko: *PAUL*

Please be advised that the term of office of Arnie Cavallaro, the Town of Greenville's representative to the Greene County Planning Board, will expire on March 15, 2018.

Prior to making appointments and reappointments to the County Planning Board, the Greene County Legislature seeks input from the local units of government. We request that the Town Board pass a resolution of recommendation for your nomination to the County Planning Board.

Please send all correspondence regarding your nomination to Greene County Economic Development, Tourism and Planning for processing with the Greene County Legislature. Resolutions may be mailed, faxed, or emailed (to [planning@discovergreene.com](mailto:planning@discovergreene.com)).

Should you have any questions or concerns please do not hesitate to call me.

Sincerely,

Warren Hart  
Director

Xc: Arnie Cavallaro  
Tammy Sciavillo



DiscoverGreene.com



Rec'd  
12/5/17  
je

APPLICATION ANNOUNCEMENT

Date: 12/1/2017

Name: The Shepards Farm, LLC  
Address: 6844 Rte 32  
Westerlo, NY 12083

RE: Application of PV Engineers, P.C.  
For a (type of request) Ground-mounted solar projects  
At (property location) 6844 Rte 32, Westerlo, NY 12083  
TAX MAP#: 176.00-1-14

Dear Abutter,

Please be advised that I, above-referenced applicant, have applied to the Town of Westerlo Planning Board/Zoning Board of Appeals (circle one) for a

(Select one) A. Subdivision of my property into \_\_\_\_\_ lots

B. Special use permit to conduct the construction of two 5,000 kw (AC) ground-mounted solar projects activity on my property

C. Variance of \_\_\_\_\_ ft. in order to \_\_\_\_\_

D. Other \_\_\_\_\_

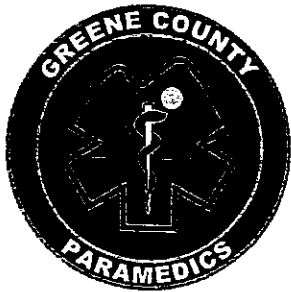
A public hearing to discuss the application will be held at the Town of Westerlo Town Hall, located at 933 CR 401 in Westerlo, N.Y. on December 20th, 2017 at 7:00PM.

If you have any questions regarding this application, or would like the opportunity to present your views, please be sure to attend this meeting, call the Town Hall or present your concerns, in writing prior to the meeting date. The file on this matter is Available during regular business hours of the Town Hall.

Respectfully yours,

Applicant





Greene County Emergency Medical Systems, Inc

PO Box 655. Cairo NY 12413

P: 518-622-8092 | F: 518-622-8093

www.Greene-EMS.com

facebook /GreeneCountyParamedics

December 5, 2017

Paul Macko  
Supervisor  
Town of Greenville  
PO Box 38  
Greenville, NY 12083

Dear Supervisor Macko:

Attached are two copies of the contract for 2018 between your town and Greene County Emergency Medical Systems for paramedic coverage. The contract language is the same as the current 2017 contract other than dates and the fee amount. As you know, I sent a letter to you in early September indicating the fee that will be charged to you for 2018.

Please sign both copies. Keep one for your records and then please return the other one for our records to:

Greene County EMS, Inc.  
PO Box 655  
Cairo, New York 12413

If you have any questions, give me a call at 518-731-4000 or email me at [mevans@statetel.com](mailto:mevans@statetel.com)

Thank you for your continued support for our efforts to provide top-quality paramedic services to the people of Greene County.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Evans".

Mark Evans  
President

**AGREEMENT  
FOR  
ADVANCED LIFE SUPPORT (PARAMEDIC) SERVICES**

This Agreement made between GREENE COUNTY EMERGENCY MEDICAL SYSTEMS, INC. a non-profit 501(c)3 corporation under the laws of the State of New York, with offices located at PO Box 655, Cairo, New York 12413, hereinafter referred to as "GCEMS, Inc." and the TOWN of Greenville a subdivision of the State of New York, hereinafter referred to as "MUNICIPALITY"

WITNESSETH:

WHEREAS, the GCEMS, INC. is the designated Advanced Life Support (Paramedic) Services provider in Greene County (hereinafter "ALS"), and

WHEREAS, municipalities within Greene County may participate in the ALS Program through agreements requiring financial contribution, and

WHEREAS, the GCEMS, INC. has accepted an offer by the MUNICIPALITY to participate in the ALS Program,

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AND AGREE AS FOLLOWS:

**ARTICLE 1. SCOPE OF SERVICES**

During the term of this Agreement, the GCEMS, INC. agrees to perform the following services:

Provide Advanced Life Support (Paramedic) services under applicable provisions of the Public Health Law, upon availability, through direct response and mutual aid cooperation throughout the MUNICIPALITY, as an addition to and not in competition with, municipal, full-time, volunteer or private agencies providing first response or ambulance services.

The services will be provided, upon availability, through simultaneous dispatch with local ambulance services, as a first response or support service, in compliance the New York State Public Health Law, the New York State rules and regulations pertinent thereto, the protocols of the Regional Medical Advisory Committee (REMAC) of the REMO region and the Regional Emergency Medical Organization (REMO).

If the services are first response services, the medic will evaluate, begin and continue to direct treatment of the patient, so long as the patient requires ALS services. If the patient does not require ALS services, the medic will assist the transporting agency upon request. The service is intended to be an ALS first response (fly car support) service, not an advanced life support transport service. In any case where a patient requires ALS intervention during transport and the

local agency cannot provide such services or requests ALS intervention, the GCEMS, INC.'s paramedic will provide such ALS service to the destination medical care facility or until care is appropriately transferred to another Paramedic or agency having authority to accept the patient, i.e.: flight crew.

A medic truck and Paramedic will be made available at all times, twenty-four (24) hours per day, seven days per week. However, in the event that all cars are out of service and/or unavailable to respond, then support will be provided through mutual aid.

It is the understanding by and between GCEMS, INC. and the MUNICIPALITY that the primary responsibility of the ambulance crew at the scene and the Paramedic(s) from the GCEMS, INC. is the care, treatment and transportation of the injured individual receiving services. In no circumstance shall the care, treatment and transportation of the patient be influenced or modified by demands made by any police agency or other authority, except within the discretion of the relevant ambulance crew and/or the Paramedic(s) administering aid, which discretion shall be effected guardedly and in the best interests of the care of the patient first and foremost.

## ARTICLE 2. FEES

In consideration of terms and obligations of this Agreement, the MUNICIPALITY agrees to pay and the GCEMS, INC. agrees to accept fees as set forth herein for all services rendered under this Agreement.

Total fees and expense due from the MUNICIPALITY for services rendered during the contract year shall be determined by the following formula:

The total budgetary amount required to operate the system for the contract year shall be calculated less any grants or aid from the County, State or other sources. Of the total remaining budget, each municipality shall contribute a percentage equal to its average percentage of the total ALS calls of the municipalities covered by GCEMS, INC. plus any debit or credit that is calculated by subtracting a municipality's annual average percentage of total ALS calls from its contracted percentage of total calls for the preceding contract year. The MUNICIPALITY will then pay its final amount accordingly: 1/3 on January 1st, 1/3 on April 1st and 1/3 on July 1st.

The GCEMS, INC. agrees to submit its intended charges to the MUNICIPALITY prior to September 15th of each year, which shall identify the estimated expenses and costs for the ALS Program, including start-up costs and services rendered for the contract period, if any, and shall include a statement of maximum fees to be charged to the MUNICIPALITY for all services rendered and anticipated.

The fee for Municipality for 2018 is \$29,895.

### ARTICLE 3. AVAILABLE DATA

All Patient Care Reports (PCR's) or other data relative to the services provided under this Agreement in the possession of the GCEMS, INC. or in the possession of the MUNICIPALITY, if any, shall be made available to the other party to this Agreement without expense.

### ARTICLE 4. COOPERATION

The parties, their agents, employees, officers, representatives and servants, shall cooperate with each other, and each parties' agents, employees, officers, representatives and servants, to the end that the services provided under this Agreement may proceed expeditiously and economically.

### ARTICLE 5. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the GCEMS, INC. Such records shall clearly identify the costs of the services performed under this Agreement. The records shall be subject to periodic and final audit by the MUNICIPALITY upon request. The records shall be accessible to the MUNICIPALITY for a period of two (2) years following the date of any bill for services made hereunder.

### ARTICLE 6. OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all written materials prepared under the provision of services associated with this Agreement shall vest exclusively in the GCEMS, INC. including the right of re-publication.

### ARTICLE 7. INDEPENDENT CONTRACTOR

The GCEMS, INC., in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status, that it will neither hold itself out as, nor claim to be an agent, employee, or other such representative of the MUNICIPALITY by reason hereof, and that it will not, by reason hereof, make for itself, its representatives, or employees, any claim, demand, or application to or for any right or privilege applicable to an agent, employee, or other such representative of the MUNICIPALITY, including, but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or Retirement membership or credit.

### ARTICLE 8. INSURANCE

The GCEMS, INC. agrees to procure and maintain without additional expense to the MUNICIPALITY for services covered by this Agreement, insurance in the

sum of not less than One Million (1,000,000.00) Dollars per occurrence to provide coverage for GCEMS, INC. officers, employees, agents and equipment for general liability, professional liability, automobile liability and medical liability insurance. The GCEMS, INC. will also provide Worker's Compensation and Disability insurance as required by law.

#### ARTICLE 9. TERM and TERMINATION

The parties agree that the services provided for in this Agreement shall commence on January 1, 2018 and will continue in effect until 11:59 PM on December 31, 2018.

#### ARTICLE 10. LICENSES

The GCEMS, INC. shall at all times obtain and maintain all Operating certificates and licenses required by New York State to perform the services required under this Agreement.

#### ARTICLE 11. GOVERNANCE

GCEMS, INC. shall be governed by a Board of Directors. The board is comprised of a representative from each MUNICIPALITY having a contract with GCEMS, INC., three at large members from the Greene County EMS Council, a representative from the Greene County Rural Health Network and a representative from the Greene County Legislature. Meetings shall be held once a month on the third Tuesday.

A bi-annual audit is performed by an outside CPA firm. A copy of this audit and any other financial data is available to the MUNICIPALITY upon request.

#### ARTICLE 12. GREENE COUNTY & PARTNERS

GCEMS, INC. service is a 4-way partnership between GCEMS, INC., the MUNICIPALITIES, Greene County and the Greene County Rural Health Network, which has provided support and guidance over the years.

The GCEMS, INC. provides the service; the municipality and private ambulances provide the transport of the patient. The towns pay 20% or thereabouts of the GCEMS, INC. budget and Greene County contributes 80% or thereabouts of the budget. This partnership is a key component that has made the service less expensive overall, available to all residents and visitors of all towns and an operationally efficient service.

GCEMS, INC. acknowledges that financial support paid to it is based on and contingent upon continued service and contracts between GCEMS, each MUNICIPALITY and Greene County. If any MUNICIPALITY does not contract with GCEMS, INC. and/or pay its portion for the service then GCEMS, INC. shall notify Greene County in writing. If Greene County shall at anytime fail to contract, fail to pay or cancel its contract with GCEMS, INC., then GCEMS, INC. shall notify the MUNICIPALITY.

#### ARTICLE 13. CARE & ADVANCEMENT

GCEMS, INC. will continue to strive to pursue all available new techniques, procedures, medications, equipment and training for its staff of paramedics. GCEMS, INC. will keep its paramedics to the highest level of training available under state, federal and local protocols.

#### ARTICLE 14. NON-DISCRIMINATION

The GCEMS, INC. shall not discriminate against any resident or employee of the GCEMS, INC. on the basis of race, color, creed, national origin, gender, handicap or source of payment.

#### ARTICLE 15. APPLICABLE LAW

This Agreement shall be construed for all purposes under the laws of the State of New York.

#### ARTICLE 16. CANCELLATION

This agreement may be cancelled by either party upon 90 days written notice.

#### ARTICLE 17. NOTICE

All notices and documents required to be given or made by the parties pursuant to this Agreement shall be given or made to:

MUNICIPALITY  
Town Clerk  
Town of Greenville  
PO Box 38  
Greenville, NY 12083

GCEMS, INC.  
Greene County EMS, INC.  
PO Box 655  
Cairo, NY 12413

ARTICLE 18. INVALID PROVISIONS

It is expressly understood by the parties to this Agreement that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall, in no way, affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the GCEMS, INC. or the MUNICIPALITY, in their respective rights and obligations contained in the valid covenants, conditions or provision in this Agreement.


IN WITNESS WHEREOF, this Agreement has been executed by the GCEMS, INC. and the MUNICIPALITY acting by and through an act of a duly authorized officer, effective the day and year last above written.

TOWN OF GREENVILLE

BY: \_\_\_\_\_  
Supervisor – Town of Greenville

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

GREENE COUNTY EMERGENCY MEDICAL SYSTEMS, INC.

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

Date: 12/4/17

**RESOLUTION OF THE TOWN BOARD OF THE TOWN OF GREENVILLE AUTHORIZING THE ADOPTION OF THE GREENE COUNTY HAZARD MITIGATION AND RESILIENCE PLAN**

Offered by \_\_\_\_\_, Seconded by \_\_\_\_\_

WHEREAS, all of Greene County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce long-term risk to life and property; and

WHEREAS, the Town of Greenville, with the assistance from AECOM, has gathered information and assisted in the preparation of the Greene County Hazard Mitigation and Resilience Plan; and

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post- disaster hazards mitigation programs and the Greene County Hazard Mitigation and Resilience Plan has been prepared in accordance with this Act; and

WHEREAS, a Mitigation Planning Committee of Greene County municipalities with like planning objectives was formed to create consistent mitigation strategies within Greene County; and

WHEREAS, the Mitigation Planning Committee has completed a planning process that engaged the public, assessed the risk and vulnerability to the impacts of natural hazards, developed a mitigation strategy consistent with a set of uniform goals and objectives, and created a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the Town of Greenville:

1. Adopts in its entirety the Greene County Hazard Mitigation and Resilience Plan (the "Plan") as the County's Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to the County;
2. Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified;
3. Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority;
4. Will continue its support of the Mitigation Planning Committee as described in the Plan;
5. Will help to promote and support the mitigation successes of all participants in this Plan;



Jackie Park, Town Clerk-Collector  
Town of Greenville  
P.O. Box 38/11159 SR 32  
Greenville, NY 12083  
518.966.5055 x23

November 24, 2017

Superintendent Tammy Sutherland  
Greenville Central School District  
P.O. Box 129  
Greenville, NY 12083

Dear Ms. Sutherland;

Thank you for meeting with me on Monday, November 13<sup>th</sup>. I am appreciative that you took the time to address my concerns and noted ways to alleviate the problems my office faces in regards to the school tax collection process.

Placing the contact number boldly and clearly on the bill will help taxpayers reach the collector directly, and promptly. I thought this had been handled when my request was submitted after the 2016 collection, but I understand there were issues during printing this year. Understandably this was a problem for me; I had over 117 calls from taxpayers, as well as having had to address taxpayer's concerns in my office daily. Three other town employees regularly fielded calls as well.

After the local collection period ends, my office continues to receive calls and visits from school tax payers. Annually refreshing the policies and procedures related to the collection process with bank employees will assist everyone: the taxpayer, by accurately receiving direction on how to proceed; the teller, who may otherwise provide misinformation and misdirection; and town hall officials, who are not charged with collecting the school's taxes and yet are forced to address problems on a daily basis post-collection season.

I know we are all committed to providing the highest standards of service to our residents. Your willingness to address these concerns is appreciated and will help everyone proceed through this process with as little frustration as possible. I look forward to an uneventful mid-August through December collection season in 2018!

Yours truly,



Jackie Park

cc: School Tax Collector Sharon Rarick  
GCSD School Board  
✓Greenville Town Board

6. Will incorporate mitigation planning as an integral component of government and partner operations; and
7. Will provide an update of the Plan in conjunction with the County Plan participants no less than every five years.

PASSED AND ADOPTED on the 18<sup>th</sup> day of December, 2017 by the following vote:

AYES

NOES

ABSENT

ABSTAIN

### **Certification**

I, Jackie Park, being the Clerk of the Town of Greenville and the official recording officer of the Town of Greenville's records do hereby certify that the above resolution was approved at the meeting of the Town of Greenville Board of Trustees on December 18, 2017, that the resolution is true and correct and in full force and that an official record of this action is on file in the Town's minutes book.

Signed: \_\_\_\_\_  
Town/Village Clerk

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

Town Mailing Address:  
PO Box 38  
Greenville, NY 12083

**MONTHLY STATEMENT OF SUPERVISOR**

To the TOWN BOARD of the TOWN OF GREENVILLE

Pursuant to Section 119 of the Town Law, I hereby render the following detailed

statement of all moneys disbursed by me, as Supervisor, during the month

of November 2017

DISBURSEMENTS	
FUND OR ACCOUNT	AMOUNT EXPENDED
General Fund	
payroll 44-47m	30197.68
employee benefits	4331.99
abstract #11	14633.91
	-----
	\$49,163.58
Highway Fund	
payroll 44-47	23429.73
employee benefits	8757.24
abstract #11	64985.60
	-----
	\$97,172.57
Library Fund	
payroll 44-47m	7383.15
employee benefits	1240.79
abstract #11	3900.52
	-----
	\$12,524.46
Water Fund	
payroll 44-47	2720.46
employee benefits	543.80
abstract #11	10687.22
	-----
	\$13,951.48
sewer Fund	
abstract #11	\$31,373.33
<b>TOTAL</b>	<b>\$204,185.42</b>

Dated: Nov. 30, 2017

*Paul J. Mackay*  
Town of Greenville Supervisor

**MONTHLY STATEMENT OF SUPERVISOR**

To the TOWN BOARD of the TOWN OF GREENVILLE

Pursuant to Section 119 of the Town Law, I hereby render the following detailed

statement of all moneys received by me, as Supervisor, during the month

of November 2017

RECEIPTS	
SOURCE	AMOUNT RECEIVED
General Fund	
payroll	
interest	54.81
clerk deposit	4481.77
misc. fees	555.00
court fees	1372.00
AIM pymt	11747.00
	-----
	\$18,210.58
Highway Fund	
interest	\$65.66
Library Fund	
interest	2.12
grant	41000.00
monthly deposit	2233.64
	-----
	\$43,235.16
Water Fund	
interest	\$23.25
sewer Fund	
interest	18.33
EPC	26926.97
	-----
	\$26,945.30
<b>TOTAL</b>	<b>\$88,480.55</b>

Dated: Nov. 30, 2017

*Paul J. Mackay*  
Town of Greenville Supervisor

Account#	Account Description	Fee Description	Qty	Local Share
A 2130	MISC. FEES	Recycling	12	2,476.50
			<b>Sub-Total:</b>	<b>\$2,476.50</b>
A 2555	PERMIT FEES	Building	4	580.25
			<b>Sub-Total:</b>	<b>\$580.25</b>
A1255	Conservation	Conservation	12	95.96
			<b>Sub-Total:</b>	<b>\$95.96</b>
A1603	Registrar Fees	Certified Copies	6	60.00
			<b>Sub-Total:</b>	<b>\$60.00</b>
A2544	Dog Licensing	Female, Spayed	19	171.00
		Male, Neutered	12	108.00
		Male, Unneutered	5	85.00
		Purebred Licenses	1	50.00
		Replacement Tags	27	0.00
	Late Fee	Late Fee	2	50.00
	Seniors, 65 and older	Seniors, 65 and older	8	-24.00
			<b>Sub-Total:</b>	<b>\$440.00</b>

**Total Local Shares Remitted: \$3,652.71**

Amount paid to: NYS Ag. & Markets for spay/neuter program 73.00

Amount paid to: NYS Environmental Conservation 1,646.04

**Total State, County & Local Revenues: \$5,371.75**

**Total Non-Local Revenues: \$1,719.04**

To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Jackie Park, Town Clerk, Town of Greenville during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

*Jackie Park*  
\_\_\_\_\_  
Town Clerk

12-1-2017  
\_\_\_\_\_  
Date